

Agenda
Courtland City Council
Thursday, September 7, 2023 7:00pm
Courtland City Hall
329 Main Street

1. Call to Order
2. Roll Call-Attendance
3. Additions/Approval of the Agenda
4. Approval of Minutes- Regular CC
5. Presentation and Payment of Bills
6. Visitors

7. Reports
 - A. Public Utilities
 - B. Mayor and Council
 - C. Streets Committee
 - D. Planning Commission
 - E. City Clerk

8. Unfinished Business

9. New Business
 - Heaving Sidewalks
 - Banyon Module Add On Proposal: email bills/online payments(Nuvei)
 - Nuvei Proposal for ebilling/online payments
 - 2024 Budget/Levy – schedule workshop?

10. Adjournment

Mission of the City of Courtland

We envision Courtland as a city with managed growth which offers a high quality of life for individuals, families and businesses at an affordable cost.

City Council Minutes

Regular Meeting

August 3, 2023

Members Present: Mayor Al Poehler
Council Member Pam Rodewald
Council Member Justin Kraus
Council Member Ralph Bents

Members Absent: Council Member Paul Bode

Others Present: Julie Holm Dave Ubel Mark Fiemeyer Karen Fluegge Bob Schabert Craig Popenhagen

The regular city council meeting was called to order by Mayor Al Poehler at 7:00 pm on August 3, 2023 in the Council chambers in City Hall.

Rodewald made a motion to approve the agenda. Bents seconded the motion. The motion carried with all in favor.

Rodewald made a motion to approve July 6, 2023 regular Council minutes. Kraus seconded the motion. Motion carried with all in favor.

Kraus made a motion to approve monthly bills. Bents seconded the motion. Motion carried with all in favor.

Check#	Vendor	Date	\$AMT	Description
EFT	MICROSOFT	10-Jul-23	\$8.86	office 365 subscription
EFT	IRS	13-Jul-23	\$1,149.62	federal payroll taxes
EFT	MN DEPT OF REVENUE	13-Jul-23	\$157.00	mn payroll taxes
EFT	PERA	13-Jul-23	\$535.64	PERA contributions
EFT	MN DEPT OF REVENUE	20-Jul-23	\$647.00	sales tax return remittance
EFT	IRS	27-Jul-23	\$852.95	federal payroll taxes
EFT	MN DEPT OF REVENUE	27-Jul-23	\$154.00	mn payroll taxes
EFT	PERA	27-Jul-23	\$536.38	PERA contributions
22319	BOLTON & MENK, INC	06-Jul-23	\$80.00	mapping sanitary sewer, record plans to televising vendor
22320	CLEARWAY COMMUNITY SOLAR LLC	06-Jul-23	\$1,985.71	solar subscription fire hall
22321	COMCAST, INC	06-Jul-23	\$93.37	fire hall, comm center internet
22322	JP PLUMBING & HEATING	06-Jul-23	\$372.90	main st office ac repair
22323	LOFFLER	06-Jul-23	\$70.12	mfp maintenance 6/24-7/23/23
22324	LUEPKE OIL & TRUCKING LLC	06-Jul-23	\$154.54	gas
22325	MN LIFE INS COMPANY	06-Jul-23	\$5.00	dave life insurance
22326	NICOLLET RURAL CITY FIRE ASSOC	06-Jul-23	\$480.00	annual maintenance agreement simulcast paging system
22328	Nuvera	06-Jul-23	\$572.49	office, fax, fire hall, lifts, wells, wtr twr, wtr plnt intnet
22329	Holm, Julie	13-Jul-23	\$974.91	Payroll 6/25-7/8/23
22330	Ubel, David	13-Jul-23	\$1,391.08	Payroll 6/25-7/8/23
22331	Voges, Jessie	13-Jul-23	\$502.39	Payroll 6/25-7/8/23
22332	BADGER METER	13-Jul-23	\$57.84	beacon web program support meter reading 386 units, 24 cellular units
22333	CITY OF COURTLAND	13-Jul-23	\$283.35	fire hall, comm center, main shed, city office utilities
22334	CITY OF NEW ULM	13-Jul-23	\$7,600.95	flow fees to new ulm
22335	CLIFTONLARSONALLEN	13-Jul-23	\$5,250.00	audit services
22336	COMCAST, INC	13-Jul-23	\$91.37	main street office internet
22337	CONCORDIA LANES	13-Jul-23	\$60.00	lockers for shop storage
22338	COURTLAND COMMUNITY CENTER	13-Jul-23	\$3,000.00	annual contribution
22339	COURTLAND MART	13-Jul-23	\$706.26	gas(\$693.50), bug soother, air freshner
22340	DAKOTA SUPPLY GROUP	13-Jul-23	\$317.17	hyrdant repair parts

22341	GOPHER STATE ONE-CALL	13-Jul-23	\$20.25	15 tickets
22342	RENT N SAVE PORTABLE SERVICES	13-Jul-23	\$180.17	porta potty rental for parks 6/4-6/30/23
22343	RUNNINGS SUPPLY, INC.	13-Jul-23	\$428.72	air filter office ac,shop supp,weed killer,grass seed patch supplies
22347	HAWKINS,INC	20-Jul-23	\$57.04	water plant supplies
22348	MN LIFE INS COMPANY	20-Jul-23	\$5.00	dave life insurance
22349	COLUMN SOFTWARE PBC	20-Jul-23	\$143.36	pubish resolution 23-103
22350	UNITED NATURAL GAS	20-Jul-23	\$44.99	main shed, firehall,wtr plant,cityoffice natural gas
22351	XCEL ENERGY	20-Jul-23	\$138.05	office,firehall,wtrtwr,park,lifts,wtrplt,mainshed,st lights
22352	Holm, Julie	27-Jul-23	\$918.65	Payroll 7/9-7/22/23
22353	Ubel, David	27-Jul-23	\$1,457.19	Payroll 7/9-7/22/23
22354	Voges, Jessie	27-Jul-23	\$553.37	Payroll 7/9-7/22/23
22355	COURTLAND COMMUNITY CENTER	27-Jul-23	\$150.00	rental fee pd to city Aug 5 rental
			\$32,187.69	
EFT	CITY OF COURTLAND	28-Jul-23	\$350,000.00	transfer funds to 4M Fund investments

Public Utilities Report: The city office is not able to run air conditioner as the blower motor is in need of repair. JP Plumbing can get a part, but will take about two weeks. The unit is from 1993, it may be a better option to upgrade the furnace and air conditioning unit as that needed Freon this spring and soon will not be able to get that either. Dave has requested JP Plumbing to submit an estimate for replacement.

Dave has question on how city would like to handle ash trees around the city. Many are showing signs of ash borer and will eventually need to be taken down. Council discussion is to check with other small cities and put out a letter after gathering information.

Dave has had a request from two residents on Valley View Drive to fill in ditches as they think they would not have standing water, one had previously asked and been told no. Dave reports they made need to be dug and reshaped to allow for the water to drain properly. Over time, they have probably filled in and now causing standing water issues.

Council Reports: Councilmember Rodewald received 14 complaints by text regarding fireworks set off over the weekend during a party, it was late at night causing disturbance to the neighbors. Residents want to know what going to do about it. As always, they need to call the sheriff as they are our enforcement. Discussion of retaining Nicollet County Sheriff to patrol certain times and when it is known there are going to be large events happening. To have presence to deter these activities. Several years ago the city did contract and the officer lived in the city, there was some disagreement on how patrolling was happening and the contract was ended.

Mayor Report: Bolton & Menk has sent a preliminary design from Nicollet County on changes to Main Street from 4th St east to junction of CSAH 25 they are proposing. Council discussion on the narrowing of street by adding boulevard is not opposed except in the business district 4th Street east to 3rd Street.

Bents made a motion to leave 4th Street to 3rd Street same width. Rodewald seconded the motion. Motion carried with all in favor.

Clerk Holm presents Resolution 23-104 Establishing City Regulations Related to Counting of Write-In Votes. This was sent to Holm by Nicollet County and will make elections run smoother in the future.

Rodewald made a motion to approve Resolution 23-104 Establishing City Regulations Related to Counting of Write-In Votes. Bents seconded the motion. Motion carried with all in favor.

Clerk Holm presents resolution to close capital improvement funds as projects are complete and will transfer to main funds.

Kraus made a motion to approve Resolution 23-105 Closing Fund 410 Water Plant/Water Tower Project Capital Improvement Fund to 601 Water/Sewer Fund. Bents seconded the motion. Motion carried with all in favor.

Rodewald made a motion to approve Resolution 23-106 Closing Fund 401 General Capital Improvement Fund to 101 General Fund. Kraus seconded the motion.

Bents made a motion to adjourn. Rodewald seconded the motion. Motion carried with all in favor.

Meeting adjourned 8:07pm

A signed written copy of the minutes is on file in the office of the city clerk.

Respectfully submitted,

Signed: _____
Al Poehler, Mayor

Attest: _____
Julie Holm, City Clerk

DRAFT

Check#	VENDOR	DATE	\$AMT	Description
EFT	IRS	10-Aug-23	\$852.94	federal payroll taxes
EFT	MN DEPT OF REVENUE	10-Aug-23	\$154.00	mn payroll taxes
EFT	PERA	10-Aug-23	\$535.64	PERA contributions
EFT	MICROSOFT	10-Aug-23	\$8.86	office 365 subscription
EFT	IRS	24-Aug-23	\$862.64	federal payroll taxes
EFT	MN DEPT OF REVENUE	24-Aug-23	\$156.00	mn payroll taxes
EFT	PERA	24-Aug-23	\$541.15	PERA contributions
22356	BADGER METER	03-Aug-23	\$57.54	beacon web program support meter reading 386 units
22357	CLEARWAY COMMUNITY SOLAR LLC	03-Aug-23	\$2,282.66	solar subscription
22358	COURTLAND FIRE DEPARTMENT	03-Aug-23	\$175.00	calendar adv
22359	DAKOTA SUPPLY GROUP	03-Aug-23	\$167.97	hydrant meter adapter parts
22360	ECOWATER SYSTEMS OF NEW ULM	03-Aug-23	\$16.80	softner salt - fire hall
22361	GOPHER STATE ONE-CALL	03-Aug-23	\$33.75	25 tickets
22362	HAWKINS,INC	03-Aug-23	\$2,246.09	water plant chemical supplies
22363	LOFFLER	03-Aug-23	\$68.60	mfp maintenance 7/24-8/23/23, color copies
22364	LUEPKE OIL & TRUCKING LLC	03-Aug-23	\$354.94	gas/fuel
22365	NICOLLET PLUMBING & HEATING	03-Aug-23	\$128.00	cleaned A/C, check freon at fire hall
22366	Nuvera	03-Aug-23	\$538.84	office,fax,fire hall,lifts,wells,wtr twr,wtr plnt intnet
22367	PROKORE INSPECTIONS, LLC	03-Aug-23	\$1,310.30	remit permits - July 2023
22368	COMCAST, INC	09-Aug-23	\$184.74	comm center, fire hall, city office internet
22369	MILLER SELLNER	09-Aug-23	\$9,971.00	Cub Cadet Mower
22370	Holm, Julie	10-Aug-23	\$1,084.11	Payroll 7/23-8/5/23
22371	Ubel, David	10-Aug-23	\$1,391.08	Payroll 7/23-8/5/23
22372	Voges, Jessie	10-Aug-23	\$553.37	Payroll 7/23-8/5/23
22373	ALLINA HEALTH	17-Aug-23	\$347.30	firefighter physical - hanevik
22374	CARRS TREE SERVICE, INC	17-Aug-23	\$17,000.00	spraying weeds/trees; along sewer line, ROW on shady oak dr, road to wells
22375	CITY OF COURTLAND	17-Aug-23	\$308.58	fire hall, comm center, main shed, city office utilities
22376	CITY OF NEW ULM	17-Aug-23	\$6,988.38	flow to new ulm
22377	COURTLAND MART	17-Aug-23	\$379.17	gas
22378	RENT N SAVE PORTABLE SERVICES	17-Aug-23	\$230.00	porta potty rental parks - July 2023
22379	UNITED NATURAL GAS	17-Aug-23	\$42.62	main shed, firehall,wtr plant,cityoffice natural gas
22380	XCEL ENERGY	17-Aug-23	\$1,504.11	office,firehall,wtrtwr,park,lifts,wtrplt,mainshed,st lights
22381	Holm, Julie	24-Aug-23	\$918.65	Payroll 8/6-8/19/23
22382	Ubel, David	24-Aug-23	\$1,391.08	Payroll 8/6-8/19/23
22383	Voges, Jessie	24-Aug-23	\$553.37	Payroll 8/6-8/19/23
			\$53,339.28	

4MFUND

EFT	MN PUBLIC FACILITIES AUTHORITY	21-Aug-23	\$139,075.00	PFA BOND PAYMENT
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PROPOSAL

Date: 08/03/23
Expires: 11/03/23



For: CITY OF COURTLAND
JULIE HOLM
329 MAIN STREET
COURTLAND MN 56021

Phone: 507-354-7055
Fax: 507-354-8156
Email: ctlclerk@comcast.net

Banyon Contact	Title	Email/Phone	Comment	Invoice #
Deb Shand	Support	sales@banyon.com		

Description	Retail	Discount	Amount
Paya Online Pay with eBills Module	\$995.00	\$995.00	\$0.00
Paya Annual Support			\$195.00
		Sub-total	\$195.00
		Tax	\$0.00
		Total	\$195.00

*If having on-site training, please include travel expenses if your site is over 400 miles round trip from home office training center.

Banyon Data Systems, Inc. hereby proposes to provide the above stated product and service in accordance with the above specifications. All Product and service are guaranteed as specified. No returns will be accepted after 90 days from signed proposal date. If software is returned before 90 days then a restocking fee of 20% will be charged on software only. Training will not be refunded if already completed and annual support will be only be prorated if fully paid and within 90 days from date on the proposal.

I accept this proposal from Banyon Data Systems: _____

Acceptance Date: _____ Title/Position: _____

Banyon Authorized Signature: **Deb Shand**



PRICE PROPOSAL FOR CITY OF COURTLAND MN.

August 4th 2023 Pricing valid for 90 days

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Welcome

August 4th, 2023

Ms. Julie Holm

City of Courtland, MN
332 Main Avenue
Courtland, MN 56021

Dear Ms. Holm,

We appreciate the opportunity to provide a price proposal to the City of Courtland, MN.

Nuvei (NAMNAQ: NUVEI) is a global payments company with offices throughout the United States. Nuvei provides online payment, e-Billing, and citizen engagement solutions to utilities and municipalities.

Nuvei helps government organizations:

- Increase citizen engagement & customer satisfaction
- Increase self-service digital payments
- Increase e-Billing & Auto-Pay enrollments
- Decrease call-center calls & walk-in traffic
- Reduce operational costs

Nuvei's UtilityConnect platform is a secure payments platform designed to make it easier and more convenient for your citizens to pay, how they want, when they want, without requiring employee assistance.

Not only does the solution integrate seamlessly with your existing Banyon system, our Software-as-a-Service (SaaS) architecture means you'll never have to perform an upgrade or an update again.

Your citizens expect a user-friendly payment experience that they can manage independently. Your staff need effective tools to answer questions, troubleshoot problems, and deliver excellent service.

UtilityConnect will help your organization achieve these results and more.



Sincerely,

John Rodriguez
Mid-Market Sales

Challenges and Goals

Challenges	Objectives & Goals	Future State
<ul style="list-style-type: none"> • Engaging multilingual demographic 	<ul style="list-style-type: none"> • Offer a user-friendly, payment solution that supports multiple languages 	<ul style="list-style-type: none"> • Increase self-service payments • Increase citizen satisfaction • Reduce routine, billing-related support calls
<ul style="list-style-type: none"> • Multiple payment vendors 	<ul style="list-style-type: none"> • Consolidate payment vendors • Simplify reconciliation • Streamline operations 	<ul style="list-style-type: none"> • Nuvei offers a single solution that can take payments for multiple departments including: all utilities (IVR + Online), permits & licenses, courts, and more • Single vendor makes it easier for to get support when needed
<ul style="list-style-type: none"> • Non-existent or subpar customer support 	<ul style="list-style-type: none"> • Faster, more responsive technical support + assistance, when needed 	<ul style="list-style-type: none"> • Assigned Client Success Manager and team • 99.9% uptime • Fast, responsive support via telephone and e-mail
<ul style="list-style-type: none"> • Low e-Billing enrollments 	<ul style="list-style-type: none"> • Increase e-Billing enrollments by 37% in 1st year 	<ul style="list-style-type: none"> • Estimated savings to be 31% per month
<ul style="list-style-type: none"> • Low Auto-Pay adoption rates 	<ul style="list-style-type: none"> • Increase Auto-Pay adoption payments by 45% in 1st year 	<ul style="list-style-type: none"> • Reduce printed check processing • Streamline collections • Free up staff time
<ul style="list-style-type: none"> • Influx of calls/office traffic 	<ul style="list-style-type: none"> • Decrease call volume by 25% • Decrease walk-in traffic by 10% 	<ul style="list-style-type: none"> • Save staff ~40 hours per week or ~160 hours per month (at 5 mins a call) • Increase customer satisfaction • No long lines
<ul style="list-style-type: none"> • Communication outreach 	<ul style="list-style-type: none"> • Reduce later payers & shutoffs by 10% • Decrease mailing costs 	<ul style="list-style-type: none"> • Reduce printed costs • Email & text payment notification reminders prior to bill due date • Customer preferred communication channels

Pricing and Terms

Pricing is based on the following information provided by the City of Courtland, MN

Bills/Month	396
Average Monthly Payment	\$120
Credit Card Transactions (monthly)	Not known
ACH Transactions (monthly)	Not Known
Pricing Model	Convenience (Transaction fees paid by the payor)

Payment Fees

Credit/Debit Card	2.75%
ACH	\$1.10 per transaction

Other Fees

e-Bills - Only charged when customer no longer receives a printed bill	\$.20 per e-Bill - Waived
IVR (Pay-by-Phone) Payments - Only charged for completed payments	\$.50 - Waived
Chargeback	\$7.00 per chargeback
Returned Check Fee	\$7.00 per returned check
PCI Compliance	\$9.95 per month

Service Description

Monthly Portal Fee - Includes unlimited user license for the Customer and Admin Portals	\$250/Mo - Waived
Implementation Fee - Includes CIS integration, billing process configuration, portal setup, and staff training	\$5,000 - Waived
Help Desk Support - Unlimited phone + e-mail inquiries. Assigned Client Success Manager	Included

All payment channels included: online, IVR, Live Agent, Text & Pay, and POS.

All fees include recurring, one-time payments, all payment channels, and all card brands (Visa, MasterCard, American Express and Discover).

Standard Pricing

Based on the proposed pricing convenience fee model and the statements/transaction details that you provided, Nuvei will be able to reduce cost in the following manner:

Convenience Fee Model (Fees paid by payor).

Average payment of \$120 based on payments data provided by City of Courtland, MN.

2.75% per Credit Card payment (No maximum payment)

\$1.10 ACH/e-check per payment (up to \$25,000 maximum payment)

Included all payment channels: IVR, Live Agent, Text & Pay, Web, and e-Billing

Product Overview

Nuvei leverages best-in-class technologies to address today's needs and tomorrow's opportunities. UtilityConnect is a comprehensive payment solution focused on delivering an intuitive, user-friendly payment experience for citizens, and administrative tools that help staff members perform their daily tasks more efficiently.

Advanced Software-as-Service (SaaS) Solution

UtilityConnect's SaaS architecture will "future proof" your online payment application. Nuvei continues to evolve its platform to stay abreast of the rapid changes in the financial technology industry and meet compliance standards such as: PCI, Nacha, and more.

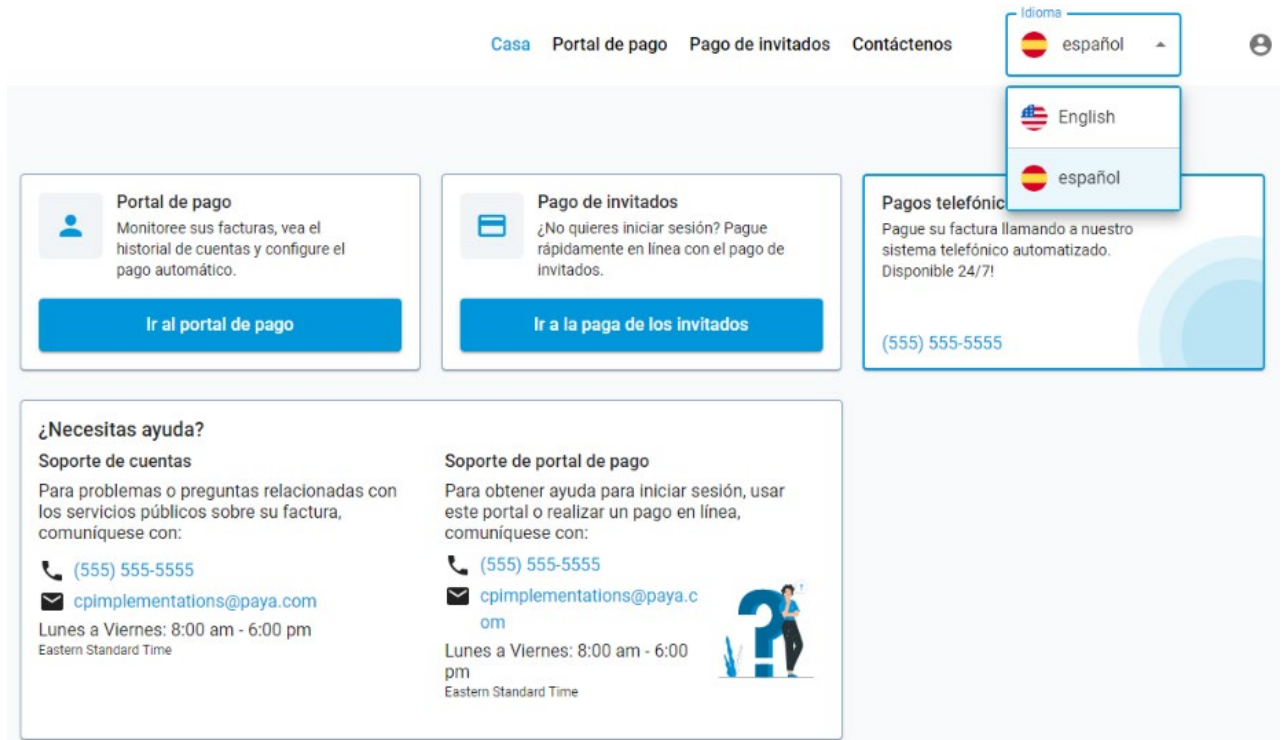
In addition, your organization will never have to perform an upgrade or an update again. You will always run the most current version of software and our team manages all backups, hardware maintenance, system upgrades, etc.

Direct Integration with Your CIS System

Nuvei has integrated with more than 300 municipal software applications. Using batch and real-time transfer methods, we'll save you time and effort by keeping critical account and payment data synched between your CIS/Utility Billing system and UtilityConnect.

Multilingual Dashboard Configuration

UtilityConnect can be translated into multiple languages, enabling municipal organizations to encourage underserved segments of their customer base to use self-service payment options.



Guest Pay

Offering a Guest Pay or "one-time" payment method is useful for citizens who don't want to create another username and password before being able to pay. Citizens can view their bill amount, due date, and pay with credit/debit cards or ACH transfers. Partial payments can be accepted if this option is supported by your municipality. Payment receipts can be e-mailed or texted.

Integrated Auto-Pay, e-Billing, Text & Pay Options

With Autopay, citizens can have their payments automatically paid on the due date or scheduled for a specific day. e-Billing enables citizens to receive paperless bills instead of printed bills. With Text & Pay, citizens can opt to receive a text when a bill is posted and pay directly from that message.

Increasing Auto-Pay enrollments improves cash flow and results in fewer collections dollars that municipalities must manage. Transitioning customers from printed to electronic bills drives valuable print and mail cost savings. Text & Pay is an excellent way to provide a self-service payment option to non-technical users who don't want to pay online or via Pay by Phone (IVR).

Easy Mobile Payments...No App Required!

Municipalities can expect 50% or more of their payments to be made using a mobile device. Many citizens don't want to download a mobile app in order to pay. UtilityConnect automatically displays information to fit the mobile, tablet, laptop or desktop screen the citizen is using.

We support all mobile devices and these Web browsers: Google Chrome, Apple Safari, Mozilla Firefox, Microsoft Edge and Internet Explorer.

Pay by Phone (IVR)

Nuvei's integrated Pay by Phone service provides municipalities an assigned dedicated toll-free telephone number that can be accessed directly by citizens or linked to an existing customer support line. IVR enables customers to:

- Make effortless, secure payments, 24/7, using a credit/debit card or e-Check
- Easily check balances and due dates
- Receive instructions in Spanish
- Complete a payment in 2-3 mins.

Utilities benefit because:

- Customer Service Reps (CSRs) can stop taking manual phone payments
- Payments are integrated into UtilityConnect
- Staff have more time to focus on other support & service tasks.

IVR gives those non-technically savvy an easy way to pay using their phones. In addition, municipal organizations can minimize manual errors and the handling of sensitive payment information by staff.

Manage Multiple Accounts

Property managers and users with multiple accounts can create a single online profile, and then view and manage all their accounts.

Automated E-mail & Text Reminders

UtilityConnect automatically sends a variety e-mail and text reminders when:

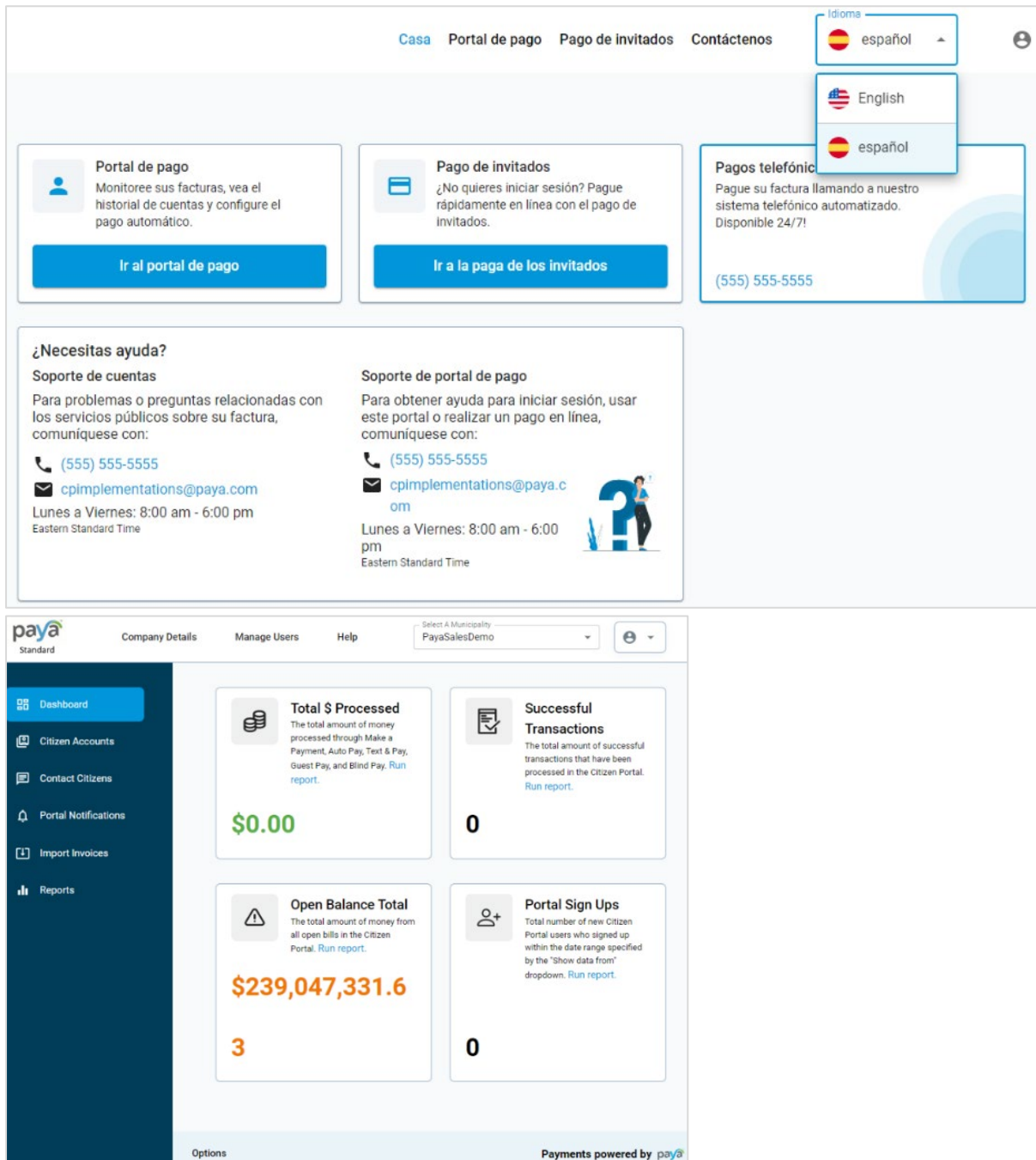
- New bill posting
- Upcoming Auto-Pay payment
- Successful/unsuccessful payment confirmation

Point of Sale (POS)

Staff can process in-person and walk-in payments using a variety of cloud-based, secured EMV and swipe card readers. Payments are directly integrated into UtilityConnect.

Admin Portal

Nuvei's Admin Portal helps staff perform their daily tasks more efficiently. The portal includes payment management tools so staff can quickly and easily accept payments, notify citizens, view trends and insights, build custom reports, and reconcile payment deposits with ease.



Configurable Dashboards

The dashboards show a summary of data, such as: payment volume processed, open balance totals, successful transactions, portal sign-ups and more. Staff can view key performance information that is important to their organizations.

Manage Customer Accounts

Staff can access any customer account in the system and:

- Take payments
- Change account information: address, phone numbers, passwords, etc.
- Enroll citizens in e-Billing, Auto-Pay, and Text & Pay
- Provide portal support

Communicate Directly with Citizens

Portal notifications allow staff members to send e-mail and text messages directly to citizens for: boil water alerts, water main breaks, maintenance issues, news, reminders, and more. Now keeping customers engaged and informed is a simple process.

Reporting

Configurable, real-time reporting in the Admin Portal enables staff to view a variety of standard reports or create their own. Building custom reports is an easy process requiring no software programming knowledge. Reports can be scheduled for delivery: daily, weekly, monthly and more.

Access to accurate, reliable, and relevant data helps your municipality understand customer behavior, track payment information, and improve decision making.

Implementation Process

Nuvei has implemented payment solutions for more than 2,000 government agencies. After contract signature, your organization will be assigned a dedicated Implementation Manager who will work with your team until the payment site has been launched.

This experienced professional will guide: the Merchant ID application and creation process, data integration, configuration, testing, and training. In general, the implementation process takes about 3-4 months to complete.

Training & Support

After the payment site is live, remote training and support are included. Staff can contact our dedicated help desk via phone and e-mail, Monday - Friday, 6am - 4pm MT. In case of after-hour emergencies, our on-call support is always available.

Citizen Marketing Services

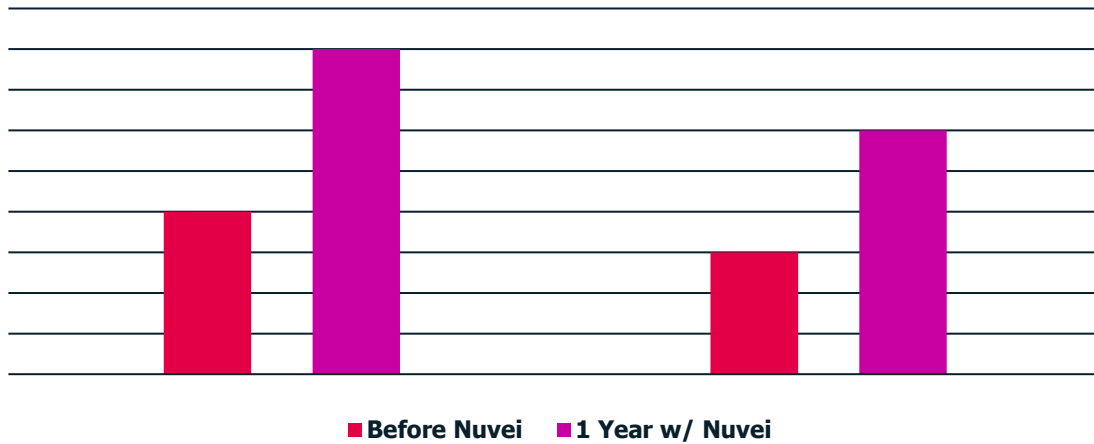
To encourage citizens to use the new payments platform in order to drive self-service payments and e-Billing and Auto-Pay enrollments, Nuvei offers:

- A dedicated Customer Success Manager
- E-mail campaigns
- Marketing collateral: social media ads, bill inserts, etc.
- Prize giveaways

Our team will develop a customized program for your municipality with the goal of achieving the following adoption improvements (Figure 1).

45% ↑
**Auto-Pay
Enrollments**

37% ↑
**e-Billing
Enrollments**



Client Testimonials

Nuvei's top priority is ensuring the success of our clients. Our payment solutions drive superior commerce outcomes and empower our clients to reach their operational goals. Below are just a few testimonials from our clients.



"We've had big growth in online payments, and we really do enjoy working with Nuvei."

Sara W. – Customer Service Manager

"Changing our bill presentment was a game-changer for us in mitigating customer complaints. We couldn't have done that without Nuvei."

Jessica D. - Utility Support Service Manager

"We have happier customers. They're happy with our payment solution, and we're happy with it."

Everett B. General Manager

"Nuvei has a great customer service team. When I email them, they are so friendly and amazingly fast, I don't have to wait to get a problem fixed. Their customer support and technical support is fast and they understand our needs."

Customer Administrator

"We are pleased with Nuvei. The integration is working well and we are happy to offer mobile technology to our citizens. Nuvei offers excellent customer service and works very hard to serve our court staff. I highly recommend their payment service to other courts."

"We like the ease of use and quick response time, and Nuvei's service is excellent."

Court Administrator

**Presiding Judge
Birmingham Municipal Court**

Company Overview

Nuvei is a leading provider of integrated payment and frictionless commerce solutions that help customers accept and make payments, expedite receipt of money, and increase operating efficiencies.

Nuvei’s Connect suite of platforms (UtilityConnect™, MuniConnect™, and CourtConnect™), are PCI Level 1 compliant and specifically designed for simplicity, scalability, and flexibility. Our solutions enable citizens to make payments at any time, from any device, and from just about anywhere. Ensuring your staff has access to the most innovative technology to support and streamline your operations is our goal.



2,000+

Agencies and Municipalities Served



30

States Served



8M+

Agency Payments Processed per Year



\$1B

Agency Revenue Collected per Year

Summary

Thank you for the opportunity to present a proposal for Nuvei's UtilityConnect solution. We look forward to partnering with the City of Courtland and helping you achieve your online payment and e-Billing goals. Please contact me if you have any questions regarding our solution or this proposal.

Sincerely,



John Rodriguez
Mid-Market Sales



CITIZEN PORTAL SERVICES AGREEMENT

This Citizen Portal Services Agreement is entered into by and between City of Courtland MN with its principal place of business at 329 Main Street Courtland, MN 56021 and Paya, Inc., a Delaware corporation with its principal place of business at 303 Perimeter Center N., Suite 600, Atlanta, GA 30346 (“Paya”).

WHEREAS, Paya provides electronic bill payment services to utilities, municipalities and other businesses and Paya desires to provide, and Client desires to receive, certain related services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows.

1. **DEFINITIONS.** For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them herein unless the context clearly indicates otherwise.
 - a. **“Average Bill Amount”** shall mean the total Payment Amounts collected through the Paya system in a given month divided by the number of the Payments for the same month.
 - b. **“Card”** shall mean a credit card or debit card.
 - c. **“Citizen”** shall mean the customers of Client.
 - d. **“Effective Date”** shall be the last date upon which all parties have signed this Agreement.
 - e. **“IVR”** means interactive voice response.
 - f. **“Payment”** shall mean a payment by a Citizen for Client services or Client bills.
 - g. **“Payment Amount”** shall mean the amount of any Payment.
2. **DESCRIPTION OF SERVICES.** Paya shall provide Citizens the opportunity to make Payments by Visa, MasterCard, Discover, American Express, E-Check and other payment methods as deemed appropriate by Paya, including IVR interface, Text and Pay and mobile (the **“Services”**). Payments may be made by secure Internet interface provided at the Paya website or other websites (**“Websites”**) as part of Paya’s payment services (such payment methods collectively referred to

as the “**System**”). Paya shall perform in a professional manner all Services required to be performed under this Agreement.

3. COMPENSATION.

- a. Paya will charge monthly fees and transactional fees as set forth in Schedule A (“**Paya Service Fee**”).
- b. For each Payment, the Paya Service Fee collected will be used in part to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or E-Checks (hereinafter called “**Transaction Fees**”) except for the return items (E-Check returns or Credit/Debit Card chargebacks).
- c. A Paya Fee Schedule is attached hereto as Schedule A. The Paya Service Fee is based on the Average Bill Amount, which is calculated on assumptions of the total number of payments, the total Payment Amount collected, and a mix of 60 % debit card and 40% credit cards on all cards used by Citizen to pay their invoice each month. This Schedule may adjust due to changes in the Visa, MasterCard, Discover or other Card regulations, or changes in card fees. An amendment to this Agreement will be executed to reflect any changes in fees.

4. PAYMENT PROCESSING.

- a. **Integration with Client’s Billing System.** At no cost to Client, Paya’s implementation team will deliver all required data file templates such as bill file, balance file, misc. charges, and payment file. The client will be responsible for providing Paya with data in these formats and will fully cooperate with Paya during the development of the said interface. During the implementation process, Paya will determine the most efficient integration process via daily data imports, automated file transfer via secure file transfer protocols (SFTP) or application programming interface (API) Integration. The Paya implementation team will work with Client’s billing system technology team to develop and test the data integrations. If Client desires work beyond the scope of Paya’s data file templates, Client and Paya will agree to additional scope of work document with estimated costs provided to Client for approval. The rates charged for this work are included in Schedule A.
- b. **Explicit Citizen Confirmation.** Paya shall confirm the dollar amount of all Payments and electronically obtain Citizen approval of such charges prior to initiating Card or other authorizing transactions. Paya will provide Citizen with electronic confirmation of all transactions.

5. GENERAL CONDITIONS OF SERVICES.

- a. **Service Reports.** Paya shall provide Client with reports summarizing use of the Services by Citizens for each reporting period via the platform reporting tools.
- b. **Citizen Adoption Communication by Client.**

- i. Client will make the Services available to its Citizens by multiple means of Client communication including a) through bills, invoices and other notices; b) by providing details on Client's website on a mutually agreed upon prominent place on the website; or c) other channels required by Paya and reasonably acceptable to Client.
 - ii. Paya shall provide Client with logos, graphics, and other marketing materials for Client's use in its communications with its Citizens regarding the Services and/or Paya.
 - iii. Both parties agree that Paya will be presented as a credit/debit card, ACH and eCheck payment method option for Client. Client will communicate the Paya payment option to its Citizens wherever Client usually communicates its other payment methods.
 - iv. Both parties agree that Paya will be the leading provider of credit/debit card and e-Check payment services and listed (where applicable) on Client's website, IVR, and communications for Client.
- c. **Client's Responsibilities.** In order for Paya to provide the Services, in addition to the steps described in Section 5(b) above, Client shall reasonably cooperate with Paya, including by:
- i. Entering into all applicable Card or cash management agreements.
 - ii. Adding the phone number for the IVR payment method to its website (at the applicable time).
 - iii. Adding the IVR payment and agent assisted payment options as part of Client's general phone system (at the applicable time); and
 - iv. Providing to Paya all file formats required for integration with Client billing system. Client will fully cooperate with Paya and provide the information required to integrate with Client's billing system.

6. TERM AND TERMINATION.

- a. **Term, Renewal, Termination.** The initial term of this Agreement shall be a period of (36) months, commencing on the Effective Date. This Agreement will then automatically renew for successive terms of thirty-six (36) months each, unless either party gives notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term, in which case this Agreement shall terminate at the end of then-current term.
- b. **Material Breach.** Either party may terminate this Agreement upon a material breach of this Agreement by the other party, which remains uncured for thirty (30) calendar days after notice.

- c. **Obligations Upon Termination.** Specifically, in addition to and in lieu of any requirements or limitations contained elsewhere in this Agreement, upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for, and all refundable transactions have been completed. Upon termination, Paya shall cease all Services being provided hereunder unless otherwise directed by Client in writing or as required by any Visa or MasterCard rules.
7. **INTELLECTUAL PROPERTY.** In order that Client may promote the Services and Paya's role in providing the Services, Paya grants to Client a revocable, non-exclusive, royalty-free, license to use Paya's logo and other service marks (the "**Paya Marks**") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paya on the IVR or the Website) or other intellectual property right of Paya ("**Paya Intellectual Property**"). All Paya Marks, Paya Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertaining thereto belong exclusively to Paya.
8. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PAYA DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.
9. **LIMITATION OF LIABILITY.**
 - a. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. PAYA'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.
 - b. The limitations of this Section 9 shall not apply in the event of either party's gross negligence, willful misconduct or fraud.
10. **CONFIDENTIALITY.**
 - a. In connection with this Agreement, either party ("**Discloser**") may disclose Confidential Information (as defined below) to the other party ("**Recipient**"). "**Confidential Information**" means all non-public information, in any form, furnished or made available directly or indirectly by the Discloser to the Recipient, which is (i) written information which is marked or identified as confidential; (ii) oral or visual (or other non-tangible format) information identified as confidential at the time of disclosure which is summarized in writing to the Recipient promptly after such disclosure; or (iii) information which a reasonable person under the circumstances would know the Discloser intended to be treated as Confidential Information.

- b. Recipient agrees that, in consideration of being furnished with the Confidential Information, it shall (i) use the same degree of care to protect the Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (ii) use the Confidential Information solely for the purpose of performing its obligations hereunder; and (iii) not disclose the Confidential Information to any third parties, except to its Representatives if and to the extent they have a bona fide need to know the Confidential Information and are informed of the confidential nature of the Information and agree to be bound by confidentiality obligations no less stringent than those contained in this Agreement. **“Representatives”** means, collectively, the controlled affiliates of Paya or Client, as the case may be, and the respective directors, shareholders, employees, financial advisors, lenders, accountants, attorneys, agents, equity investors or controlling persons of Paya or Client, as the case may be, or their controlled affiliates. Each party will be responsible for any breach of this Agreement by their respective Representatives.

- c. This Agreement does not limit Paya’s rights and obligations under any payment card or EFT agreement between Paya and Client to disclose Client’s Confidential Information in order to perform Paya’s obligations under such agreements.

11. MISCELLANEOUS.

- a. **Notices.** All notices of any type hereunder shall be in writing and shall be given by (i) certified or registered mail, return receipt, (ii) a national overnight carrier, or (iii) hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client:

City of Courtland MN
Attn: Julie Holm
329 Main Street
Courtland, MN 56021
ctlclerk@comcast.net
507-354-7055

To Paya:

Paya, Inc.
Attn: Ben Weiner
303 Perimeter Center N, Suite 600
Atlanta, GA 30346

With a copy to:

Paya, Inc.
Attn: General Counsel
303 Perimeter Center N, Suite 600
Atlanta, GA 30346

Notices shall be declared to have been given or received on the date delivered. Any party hereto, by giving notice in the manner set forth herein, may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

- b. **Governing Law.** This Agreement shall be governed by the laws of the state of Delaware, without regard to its conflict of laws principles.
- c. **Amendments; Modifications.** Modifications or changes to this Agreement must be in writing and executed by both parties.
- d. **Waiver.** No waiver of any term, condition or obligation of this Agreement is valid unless made in writing and signed by the party to which such performance is due. No failure or delay by any party at any time to enforce one or more of the terms, conditions or obligations of this Agreement: (i) constitutes waiver of such term, condition or obligation; (ii) precludes such party from requiring performance by the other party at any later time; or (iii) is deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.
- e. **Severability.** If a word, sentence, or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement and this Agreement shall be read as if said word, sentence or paragraph did not exist.
- f. **Independent Contractor.** Paya is an independent service provider. Accordingly, nothing in this Agreement shall be deemed to create a partnership, joint venture, association, agency, trust, or employer- employee relationship between the parties.
- g. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures of the parties to this contract transmitted by PDF will be deemed to be their original signatures for all purposes.
- h. **Entire Agreement.** This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Paya or Client with respect to the subject matter hereof.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have caused this Citizen Portal Services Agreement to be executed by their duly authorized representatives.

CLIENT:

City of Courtland MN

By: _____

Printed Name: _____

Title: _____

Date: _____

PAYA:

Paya, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Schedule A
Paya Service Fee Schedule

- 2.75% for each card payment (up to a \$5,000 max payment, no minimum charge)
- \$1.10 per ACH/e-check payment (up to \$25,000 maximum payment)

Miscellaneous Fees

- Chargeback - \$7.00 per chargeback
- Returned Check - \$7.00 per return e-check
- All fees include recurring, one-time payments, all payment channels, and all brands (Visa, MasterCard, and Discover).
- No charge for hosting, licensing, or per minute IVR fees
- No monthly statement charges
- PCI Compliance - \$9.95 billed monthly

Installation, Training and Support

Fees waived for standard installation and support for the initial setup and personalization of Paya's standard service for Web, Mobile, and IVR interfaces. If Client desires work beyond the initial set-up and personalization of Web, mobile, and IVR interfaces, Client and Paya will agree to additional scope of work document with estimated costs provided to Client for approval.

Professional Services (optional): After launch (i.e., the date on which Client launches the Services to the Citizens)

\$155.00 per hour for software development, \$175.00 per hour for project management