



City of Carthage, Missouri

CITY COUNCIL

May 14, 2024 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of April 29 and May 10 Minutes
6. **Presentations/Proclamations**
 1. State of Emergency Proclamation
7. **Public Comments**

(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. **Reports of Standing Committees**
 1. Agendas and Minutes of Standing Committees
9. **Reports from Special Committees and Board Liaisons**
 1. Agendas and Minutes of Special Committees
10. **Report of the Mayor**
11. **Reports/Remarks of Councilmembers**

(During reports/remarks of councilmembers, members of the council may take this opportunity to report on meetings, make comments and/or express concerns regarding current issues impacting the city, or make announcements concerning topics of interest of the council)
12. **Administrative Reports**
 1. City Administrator's Report
13. **Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
14. **Public Hearings**

15. Old Business

1. C.B. 24-23 -- An Ordinance authorizing the Mayor to enter into a Contract with Neutron Holdings, INC. d/b/a/ LIME, a Delaware Corporation, for scooter rental in the City of Carthage, Missouri.
2. Discuss law firm options for opinion on City Administrator removal

16. New Business

1. C.B. 24-25 -- An Ordinance authorizing the Mayor to enter into a contract with Tyler Technologies, Inc., to provide an annual subscription for financial software for the City of Carthage, Missouri
2. C.B. 24-26 -- An Ordinance authorizing the Mayor to enter into a contract with Kevin Harrison d/b/a Kevin Harrison Masonry for signage in the Parks in the amount up to \$11,915.21 per sign for a total of 7 signs, in the City of Carthage, Missouri

17. Mayor's Appointments

18. Resolutions

1. Resolution 2041 -- A Resolution authorizing a supplemental budget adjustment to the General Revenue Fund for Fiscal Year 2023-2024

19. Closing Comments

20. Executive Session

21. Adjournment

1. Additional Packet Correspondence

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



City of Carthage, Missouri **SPECIAL CITY COUNCIL**

April 29, 2024 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

To hear the full comments and discussions, please refer to the recorded Youtube video of this meeting.

<https://www.youtube.com/watch?v=hX2DT4AuTt0>

The Carthage City Council met in a special session on the above date in the CW&EP Community Room at 06:30 PM with Mayor Dan Rife presiding. Fire Chief Ryan Huntley gave the invocation. Police Captain Chad Dininger led the flag salute.

The following Council Members answered roll call: Chris Taylor, Derek Peterson, Lori Leece, Terri Heckmaster, Dustin Edge, Alan Snow, Tom Barlow, Tiffany Cossey, Jana Schramm. City Administrator Greg Dagnan was present. City Attorney Nate Dally was absent.

The following Department Heads were present: Police Captain Chad Dininger, Fire Chief Ryan Huntley, and City Clerk Miranda Deal.

Ms. Heckmaster made a motion, seconded by Mr. Snow, to amend the minutes of the April 23, 2024 Council Meeting, at the 1:01:22 when Ms. Heckmaster made a motion to have a joint meeting between CW&EP and Council, she said she want to talk about “where we have been, what do we want to change, and how to move forward together” instead of it saying “where they have been, what do they want to change”. Motion carried.

Ms. Cossey made a motion, seconded by Mr. Snow, to amend the minutes to state Acting City Administrator where it was referenced that the proposed council bills would be sent to the City Clerk, Mayor and City Administrator. She would also like Mr. Snow’s examples of council bills included when addressing Ms. Leece, that the Mayor had proposed in the past to the council. Motion carried.

Mr. Snow made a motion, seconded by Mr. Peterson, to approve the minutes as amended. Motion carried.

Before old business, Mayor Rife explained why there was an absence of council bills on the agenda. The City Attorney is required to draft all council bills and when he received the requests and sample council bills, he was in city court all day. He responded early Friday morning and gave a thorough explanation about his issues with the council bills. These changes were not made before the deadline on Friday, so they were not included on the agenda. The 24 hour notice period for agendas is exclusive of weekends, so when a request on Sunday evening was made to add items to the agenda, this could not be accommodated. Any amendment to the agenda at that point needed to meet the criteria of an emergency or relate directly to topics that arise during the meeting itself.

Under Old business, C.B. 24-23 -- An Ordinance authorizing the Mayor to enter into a Contract with Neutron Holdings, INC. d/b/a/ LIME, a Delaware Corporation, for scooter rental in the City of Carthage, Missouri was read for a second time.

Mr. Edge mentioned that he is all for the scooters, but that there has been a change since the last meeting. The local partner that is in charge of charging the scooters and picking them up has changed. Ms. Almandinger was not present to explain the changes. Ms. Schramm and Ms. Leece also voiced their support for the scooters. Mr. Edge said he would like to know the new arrangements prior to voting on the council bill.

Mr. Edge made a motion, seconded by Mr. Snow to table until the May 14 Council Meeting when the change in third party vendor could be explained. Motion carried with a vote of 7 yeas, 1 nay, and 1 abstain. Ayes: Peterson, Heckmaster, Edge, Snow, Barlow, Cossey, Schramm. Nays: Taylor. Abstain: Leece

Discuss special counsel options for City Attorney Assistance. Ms. Heckmaster stated that she had been conducting research on municipal law options for both short term and long term options. Ms. Heckmaster made a motion to have the Mayor Pro Tem Alan Snow, Tiffany Cossey, and Derek Peterson, conduct interviews on those firms and bring recommendations back to the council.

Mayor Rife stated that he is supposed to appoint the hiring committee for the City Attorney. Ms. Cossey stated that for the City Attorney position, the Mayor is correct on the hiring committee, but this isn't for that position. This is for the assistant to the City Attorney that was agreed upon. Mayor Rife stated the City Attorney has resigned and that if he has resigned, there is no purpose for an assistant and if there is, there needs to be a job description developed and a new position created. There were discussions on what the procedure is for hiring an assistant, whether it is an employee or an of counsel position. If the person is to be a contract employee, there needs to be a council bill for the contract. Mr. Snow stated that the purpose of Ms. Heckmaster's motion is to interview those interested and put forth a contract with the person chosen. There were further discussions on the urgency of the matter and getting someone in to be the City Attorney.

Ms. Cossey made a motion, seconded by Mr. Snow to combine this item with the first item under new business because she believed the two issues ran together, before any other motions are made. Motion carried.

Under new business, discuss hiring another City Attorney or hiring a law firm for counsel. Ms. Cossey stated that she wasn't sure if a full-time City Attorney was needed. She would like the council to explore the option of hiring an independent third-party law firm. She didn't see anything in the charter that required a City Attorney on staff, just ordinances, which those can be changed should the council decide to not have a full-time attorney. Mr. Snow gave a rundown of the history of the City Attorney position and it becoming a full-time position versus a part-time position. Ms. Cossey asked about what is being advertised for the pay for the City Attorney position. She thinks it needs to be advertised for full-time with increase in pay or for 30 hours a week with the current pay. Mr. Dagnan stated that the range of pay for that position was posted. There were further discussions on the City Attorney position and what the hour requirements would be and the pay, as well as, what the advertisement is asking for.

Ms. Cossey made a motion, seconded by Mr. Peterson, to put out an RFP to advertise for independent municipal law firms. Motion carried.

There were discussions on having a potential special meeting just for choosing a law firm if there were multiple applicants to accelerate the process of getting someone hired.

Mr. Snow made a motion to amend the agenda to include all the items that were voted and passed at the previous meeting.

Mayor Rife stated that there were still other items on the agenda. Mr. Snow said the item on the agenda was not one of the items that was voted on at the previous meeting.

Ms. Deal stated that the next item on the agenda was emailed to her requesting to be added prior to the 24 hours. Ms. Cossey stated that she had talked with Mr. Snow about cosponsoring putting that item on the agenda. The training was put on by Lauber Law Firm and the council was no longer using the Lauber Law Firm. This was put on the agenda to discuss if the council still wanted to fund that training or find alternate options.

The motion Mr. Snow made was discussed.

Mr. Snow's motion was seconded by Ms. Cossey, to amend the agenda to include all the items that were voted and passed at the previous meeting.

Mr. Snow read section 610.020 from the State statutes stating that it only requires a tentative agenda be posted and that amendments or adjustments can be made in less than 24 hours.

Ms. Leece asked what was trying to be done. Mayor Rife explained that there were several items put forth that Mr. Dally reviewed and the revisions he suggested were not made to the items so the items were not put on the agenda. Ms. Cossey stated that the City Attorney does not have the authority to prevent items from being put on the agenda, he only has a procedural role and his role is to make sure that they are in the proper format. Ms. Leece said that Mr. Dally did not refuse to put them on the agenda, he refused to sign off on them because he did not feel they were legal. Ms. Leece said that the chair, who is the Mayor, has the right to determine what goes on the agenda, as well as, the time that people are allowed to speak including the public and the members of the body. Ms. Cossey stated that the time limit for council members was not in an ordinance anywhere, she also said that it wasn't the Mayor who refused to forward this, it was Mr. Dally. He is not an elected official, he does not have the ability to say what goes on the agenda and what doesn't. She claims it did not go to the Chair. Mayor Rife stated that it did go to him, Mr. Dally is required to write and co-write any council bill or resolution. He did not approve them or write them, he offered suggestions that would make them usable and those suggestions were not taken. The Mayor decided that they would not be on the agenda since the attorney suggestions were not taken. Mr. Snow stated that the council does have a veto override ability of the Mayor so they can overrule any decision the Mayor makes.

Mr. Snow made a motion, seconded by Ms. Leece, to adjourn the special council meeting. Motion carried and meeting adjourned at 7:41 pm.



City of Carthage, Missouri **SPECIAL CITY COUNCIL**

May 10, 2024 – 2:00 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

To hear the full comments and discussions, please refer to the recorded Youtube video of this meeting.

<https://www.youtube.com/watch?v=oLdoeu11d-E>

The Carthage City Council met in a special session on the above date in Council Chambers at 2:00 PM with Mayor Dan Rife presiding. Fire Chief Ryan Huntley gave the invocation. Police Chief Bill Hawkins led the flag salute.

The following Council Members answered roll call: Chris Taylor, Derek Peterson, Terri Heckmaster, Alan Snow, Tom Barlow, Tiffany Cossey, Jana Schramm. Council Member Lori Leece was absent. City Administrator Greg Dagnan was present.

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, Parks and Recreation Director Abi Almandinger, and City Clerk Miranda Deal.

During reports of Council Members, Mr. Taylor gave the definition of the word “and”. Mr. Peterson said he had the opportunity to attend his first Kellogg Lake Board meeting and he looks forward to working with them and reminded everyone of Kid’s Fishing Day on June 8. Mayor Rife mentioned that he is welcome to attend those meetings, but there are officially no board liaisons since there was no motion or vote to approve them. Ms. Heckmaster thanked everyone who had been working during unbelievable circumstances. Ms. Cossey echoed what Ms. Heckmaster had said about all the work being done after the storm. She also asked her fellow council members not to leave motions out on the table after the last meeting that ended up being a circus. She stated the Mayor banged the gavel to adjourn prior to a vote being taken. She wants to make sure that motions are closed and that a vote is taken prior to adjournment and not assume that everyone will adjourn just because it is called for.

Ms. Cossey made a motion, seconded by Ms. Schramm, that Mr. Dagnan be removed from the City Administrator seat and moved to the gallery with the public since he is no longer a city employee. Mayor Rife stated that no motions may be made during the report time and only motions that are on the agenda are open for discussion during the meeting.

Ms. Cossey made a motion to amend the agenda to include all of the originally requested items for this meeting.

She stated that the City Attorney unlawfully refused to forward these items to be placed on the agenda. The sunshine law in section 610.020 (2) of the Missouri State Statutes, states there are 24 hours notice required for agenda items unless good cause can be shown as to why things were impossible or impracticable, then as much notice as possible is required. She

states these items were impossible because the City Attorney unlawfully withheld these items from being forwarded, the clerk was asked to put it on the agenda and did not.

Mayor Rife stated that they were not put on the agenda because the items were not legally vetted and approved by the attorney which is required by the charter and the ordinances. Ms. Cossey still argued that the City Attorney had no right to refuse to approve those items. Mayor Rife stated the City Attorney has to approve anything that comes before the Council. She asked for proof within the code of where it says that. Mayor Rife looked up section 2-144 (c) under general duties of City Attorney which states "The city attorney shall draft all ordinance and contracts and all legal forms and give legal advice to the council and other officers of the city." Ms. Cossey stated that he still does not have the right to prevent things from being put on the agenda and that is what she asked the Mayor to provide from the code. Mayor Rife stated that the City Attorney would only draft what was legal, she stated that the Council is still waiting for him to draft other items that were requested weeks ago, the motions were legal, the City Attorney just didn't do his job. She repeatedly asked where it states that the attorney has the ability to refuse items being put onto the agenda. She assumed the Mayor's ruling would be that he would not take a vote and she made a motion to appeal the ruling and vote to place the items on the agenda. Mr. Snow seconded this motion. Ms. Cossey called for a vote, the vote result was 6 yays and 1 nay with Mr. Taylor casting the nay vote. Mayor Rife stated that Ms. Cossey does not have the authority to chair the meeting, she states that the person who made the appeal has the ability to take the vote and the Mayor does not have the ability to prevent it. Ms. Cossey stated that since the vote was passed to consider the items, she had printed them off for the council and had some for the public.

Mr. Taylor stated that everything that she is doing is illegal and everything that happens after this point is illegal and they will be subject to the consequences. Mr. Snow added that these ordinances were given to Mr. Dally weeks ago and requested to be on a regular and special council agenda and have not been put on any of the agendas. Mayor Rife stated that it was because they went against the charter and against the ordinances.

Mr. Taylor excused himself because he did not want to be party to anything illegal and apologized to the Mayor for his leaving. Ms. Cossey stated that she had consulted their outside attorney, Paul Martin, and did get advice that this was appropriate. Mr. Dagnan mentioned that consulting him for that is outside the scope of his contract since he was only hired for the impeachment, Ms. Cossey answered back and stated that if he wasn't charging for the advice then it doesn't really matter. Mr. Dagnan reminded everyone that they are about to violate the sunshine law, Ms. Cossey renewed her motion on removing Mr. Dagnan and placing him in the gallery. Mayor Rife stated he is still a city employee, Ms. Cossey stated that since the Mayor didn't entertain her renewed motion, she would like to appeal that and take a vote to have Mr. Dagnan removed to the gallery, she asked for a vote with Ms. Schramm seconding the motion earlier. The vote was 3 yeas, 1 nay being Mr. Barlow, 2 abstaining being Ms. Heckmaster and Mr. Snow.

Ms. Cossey made another motion, seconded by Mr. Peterson, to ask the Police Chief to escort Mr. Dagnan to the gallery since he refused to move. Ms. Cossey asked for the vote and apologized to the Mayor for not giving him a chance to reject the vote first. Mayor Rife stated he was not going to call for the vote. Ms. Cossey asked for a vote to appeal seconded by Mr. Peterson. The votes for the appeal were 3 yays, 1 nay being Barlow, and 2 abstains being Ms. Heckmaster and Mr. Snow.

She then asked for a vote for Chief Hawkins to remove Mr. Dagnan and escort him to the gallery. Mr. Peterson seconded the motion. The vote to have Chief Hawkins remove Mr. Dagnan failed with a vote of 3 yeas, 1 nay being Barlow, and 2 abstains being Ms. Heckmaster and Mr. Snow. Ms. Cossey debated on the results of the vote being passed or failed. Mayor Rife again reminded everyone that all of these motions were against the sunshine law since none of them were on the agenda, and that everything after would also be in violation.

Ms. Cossey then motioned to have the items that were just passed out, be placed on the agenda for Tuesday night's regularly scheduled council meeting. This was seconded by Mr. Snow. She stated that this would keep the city from violating the sunshine law and asked for a commitment from city hall to not impede the process and that part of her motion, the city clerk be required to be post these onto the agenda and that no ridiculousness holding up from the Mayor. Mayor Rife stated that we would do everything within the law. She stated that the motion was to have the items placed on the agenda. She made sure that the clerk noted that she be required to place the items on the agenda and that if they are not posted and that if they were not posted, the Mayor knows that he was in violation of a council vote.

During the last councilmember remark, Ms. Schramm thanked everyone for their cleanup and then asked about a post that was made on social media about the special meeting. She stated that Ms. Cossey sent the email to the clerk at 7:27 am requesting the meeting, there was a Facebook post made by someone who is not a city employee or a council member that had the contents of that email to the clerk at 9:20 am, and the rest of the council wasn't notified about the meeting by the clerk until 11:13 am. She stated that is a drastic misstep in protocol to send this email to anyone else before the council has seen it. She asked Ms. Cossey who she sent the email to and it was stated that only Mr. Snow and Ms. Heckmaster were on the email since they cosponsored the meeting. Ms. Schramm then asked Mr. Snow and Ms. Heckmaster if they sent the email to anyone, they did not. She then asked the clerk, the clerk stated she sent it to Ms. Cox, Mr. Dagnan, Mr. Dally and Mayor Rife. She then asked if the Mayor sent it out in which he responded that he did not. She said that someone sent this email to someone outside of the city and that it was a lack of protocol and lack of respect.

Under New Business, the discussion of outside special general legal counsel. Mayor Rife stated that this was premature since the RFP's weren't due until 5 pm that afternoon. Ms. Cossey stated that the topic was very broad and went on about the purchasing policy procedures for legal counsel. She claims Mr. Dagnan flagrantly lied to the city council and stated that the purchasing policy applied to legal counsel and it does not. The policy states that the city council may hire special services without going through the purchasing policy and legal services are included within that. Services over \$1,000 require contracts and approval from city council but did not require going through the procedures that Mr. Dagnan stated. Ms. Cossey stated there were multiple items to be discussed under this topic. Ms. Cossey made a motion, seconded by Mr. Peterson, to revoke and replace Ordinance 24-25 to change the language to what she had provided in the packet handed out instead of what Mr. Dally had.

Mayor Rife stated that it was completely illegal, there was no legitimate bill number on it, it had not been vetted or written by the city attorney and that it was not a legal item to be voted on. Cossey claims that the attorney writing and approving a council bill is a procedural ordinance and that the council can violate those. She made a motion, seconded by Mr. Peterson, to suspend the rules that says the city attorney has to vet all the ordinances and consider the language as written. Mayor Rife stated you can't suspend rules on policy and ordinances. You can suspend rules on meeting procedures, not ordinances and charter items. Motion carried.

Mr. Dagnan stated that to repeal an ordinance they would need a council bill, Mayor Rife stated that discussion does not include voting on an ordinance that was not on the agenda, it

only includes discussion. Motions and votes can only be made on what is on the agenda. Mr. Dagnan stated that if an emergency meeting is called that the only thing that can be discussed is what is on the agenda and there are no council bills on the agenda. Mr. Snow stated it was a special meeting and not an emergency. Ms. Cossey believed that they were well within their rights to discuss and vote on. Ms. Cossey made a motion, seconded by Mr. Peterson, to revoke resolution 1835 for council bill procedures. Mr. Dagnan stated that Resolution 1835 was just a summary of what was in the charter and ordinances.

Ms. Cossey stated that the ordinance on the table directly relates to the discussion of special general legal counsel. The vote for revoking ordinance 24-25 and replacing it with the presented language. Mayor Rife stated that legislation cannot be passed without having the previous and current version. Ms. Cossey made a motion, seconded by Mr. Snow to forward this to Tuesday night's meeting and that she would provide the city clerk with what is needed. She also made a motion, seconded by Mr. Peterson, to have a separate contract with Paul Martin for special general matters outside the impeachment on Tuesday's agenda. Mr. Dagnan stated that the Mayor is the one who has the power to appoint general counsel and it is ratified by the council. This motion carried.

Ms. Heckmaster had done some research for legal counsel. One possibility was Donald Brown or Dakota Paris with Douglas, Haun & Heidemann. Other options included Jon Gold with Reynolds and Gold, and Karl Blanchard with Millington and Glass. Blanchard was only interested in serving in a short term capacity. City Court options included Nathaniel Gourley from Copeland and Brown, and also Todd Hawkins. These two were only interested in representing the city court. Ms. Cossey asked what Ms. Heckmaster's opinion was on hiring counsel. She recommended hiring Mr. Blanchard for the short term, and then one of the other two firms be hired for full time. She believes that the city court options need to be explored further. Ms. Cossey made a motion, seconded by Mr. Peterson to hire Mr. Blanchard as special general counsel. Mayor Rife stated that there have not been any interviews or background checks that are needed to hire someone. He stated that he was able to hire the Lauber law firm because the Mayor has powers that the council does not. Motion carried with a vote of 5 yays and 1 abstain being Mr. Barlow. Ms. Cossey made a motion, seconded by Mr. Snow, to present a contract and council bill for Tuesday's meeting and require the clerk to put this item on the agenda, she would provide the council bill and contract. Motion carried.

Ms. Heckmaster made a motion, seconded by Mr. Snow, to adjourn the special council meeting. Motion carried and meeting adjourned at 2:57 pm.

EMERGENCY GOVERNMENT PROCLAMATION OF STATE OF EMERGENCY IN CARTHAGE, MISSOURI

WHEREAS, the City of Carthage, Missouri, has encountered tornadic conditions, and a threat exists to the lives and property of the people of Carthage, Missouri, and

WHEREAS, that areas within the boundaries of Carthage, Missouri, are immediately threatened with eminent danger and curtailing the protection of the lives and property contained in Carthage, Missouri, and an emergency exists:

NOW THEREFORE, I, Mayor Dan Rife, Mayor of Carthage, Missouri, pursuant to the authority vested in me by the Statutes of the State of Missouri, and the Charter and Code of Ordinances of the City of Carthage, Missouri, and the Emergency Purchasing Procedures of the City, hereby declare that a State of Emergency exists in Carthage, Missouri, and we hereby invoke and declare in full force and effect in Carthage, Missouri, all laws, statutes, of the State of Missouri, the County of Jasper and the City of Carthage including but not limited to any and all applicable emergency operations and disaster control plans, for the exercise of all necessary emergency authority for the protection of the lives and property of the people of Carthage, Missouri, and the restoration and continuance of local government with a minimum of interruption.

Pursuant to Chapter 44 of the Revised Statutes of the State of Missouri, and other applicable law, it is here ordered that:

All public offices and employees of Carthage, Missouri, are directed to exercise the utmost diligence in the discharge of duties required of them for the duration of the emergency and in the execution of emergency laws, regulations, and directives, state and local.

The City Administrator and the Emergency Management Director of the City of Carthage, Missouri are hereby delegated the authority to direct emergency response efforts related to this event.

All citizens are called upon and directed to comply with necessary emergency measures, to cooperate fully with public officials and the Carthage/Jasper County Emergency Management Agency forces in executing Emergency Operations Plans, and to obey and comply with the lawful directions of properly identified public offices.

IN WITNESS, I have hereunto set my hand on the 13th day of May, 2024, A.D.

Dan Rife
Mayor, City of Carthage



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

April 23, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

OTHER COUNCIL MEMBERS: Mayor Dan Rife, Chris Taylor

STAFF PRESENT: City Administrator Greg Dagnan and City Clerk Miranda Deal,

Chair Tiffany Cossey called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of April 9, 2024 Minutes

ACTION: Motion to accept/approve item 2.1. by Jana Schramm
Motion passed with a 4:0

AYES: Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

2. Review & Approval of the Claims Report

There was discussion regarding the Zanevan bill. Ms. Cossey would like to have further detail as to what the miscellaneous engineering charges are for. She also denied payment for the City Officials Training that is hosted by Lauber Law Firm, she feels that the council members who signed up for that weren't fully aware of who was putting on the training and the council voted to discontinue using Lauber for legal services.

ACTION: Motion to allow ms cossey to view detailed zanevan bill and allow her to authorize release of payment by Terri Heckmaster

Motion passed with a 4:0

AYES: Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

ACTION: Motion to approve the claims report minus the \$4,317.50 that needs further details for zanevan by jana schramm
Motion passed with a 4:0

AYES: Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

3. Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

4. New Business

1. Consider and Discuss Code of Ethics Policy Change

There was discussion to update the new committee on where this policy change came from and how we got to this draft that was in the packet. Mr. Dally did not know what the committee wanted so he found multiple ethics ordinances from other cities and the state and put it all together to let the committee decide what they wanted to keep in it. The committee tabled this from the March 26 meeting until the April 23 meeting to have time to review. Ms. Schramm stated that she does not feel comfortable approving it at this time and wants the committee to go through each paragraph and decide if they want to keep it.

ACTION: Motion to table until may 14 item 4.1. by Jana Schramm
Motion passed with a 4:0

AYES: Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

2. Consider and Discuss media policy change

Ms. Schramm reported that she has been working with Traci on the media policy to get the language correct. There is still work to be done on it.

ACTION: Motion to table until may 14 item 4.2. by Jana Schramm
Motion passed with a 4:0

AYES: Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

3. Staff Reports

Ms. Schramm had questions about the refund from Opengov and where the City was at in the process of that issue. Ms. Deal said Mr. Dally or Ms. Cox would have to provide them an update, as she was not aware where they were at in the process.

5. Adjournment

ACTION: Motion to adjourn at 5:50 pm by Derek Peterson
Motion passed with a 4:0

AYES: Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

April 23, 2024 - 6:00 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Alan Snow, Terri Heckmaster, Dustin Edge, Christopher Taylor

OTHER COUNCIL MEMBERS: Mayor Dan Rife,

STAFF PRESENT: City Administrator Greg Dagnan and City Clerk Miranda Deal

Chairman Snow called the meeting to order at 06:00 PM.

2. Old Business

1. Approval of March 6, 2024 Minutes

ACTION: Motion to accept/approve item 2.1. by Terri Heckmaster
Motion passed with a 4:0

AYES: Alan Snow, Terri Heckmaster, Dustin Edge, Christopher Taylor

3. Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

4. New Business

1. Consider and Discuss supplemental budget adjustment to the General Revenue Fund for FY 23-24

Mr. Snow said that this was the adjustment for the legal services of the Paul Martin law firm.

ACTION: Motion to forward the council bill to full council item 4.1. by Terri Heckmaster

Motion passed with a 4:0

AYES: Alan Snow, Terri Heckmaster, Dustin Edge, Chris Taylor

2. Staff Reports

Ms. Deal reported that Ms. Cox should have the budget updates into Cleargov this week. The budget meetings for the departments were held all day Monday and some cuts had already been made.

Mr. Dagnan reported that they should be able to present a balanced budget after changes are entered. Mr. Snow asked if the amount cut was known yet. Mr. Dagnan stated he believes the capital is down to 2-3 million instead of the 5 million they started at.

5. Adjournment

ACTION: Motion to adjourn at 6:03 pm by Terri Heckmaster

Motion passed with a 4:0

AYES: Alan Snow, Terri Heckmaster, Dustin Edge, Christopher Taylor

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE

May 7, 2024

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

-- AGENDA—

1. MEETING CANCELED DUE TO LACK OF BUSINESS

NEW BUSINESS

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

POSTED: 05/06/2024

BY: Rachel Sutherland



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

May 13, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of April 23, 2024 Minutes
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Consider and Discuss FY 2024-2025 Budget
 2. Consider and Discuss Resolution for a Supplemental Budget Adjustment.
 3. Staff Reports
- 5. Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



City of Carthage, Missouri
**COMMITTEE ON
INSURANCE/AUDIT AND CLAIMS**

May 14, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of April 23, 2024 Minutes
 2. Review & Approval of the Claims Report
 3. Consider and Discuss Code of Ethics Policy Change
 4. Consider and Discuss media policy change
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Consider and discuss Council Bill for financial software upgrades
 2. Staff Reports
- 5. Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



AGENDA

Planning, Zoning, and Historic Preservation Commission
Monday, May 6, 2024 5:30 pm
City Hall Chambers
326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting

Public Hearing

**NOTICE:
MEETING IS CANCELED**

New Business

Old Business

Next Meeting:

Adjourn

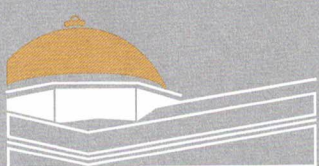
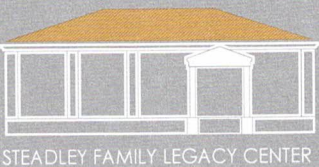
Commission Members

Voting Members:	Chairman	Jim Hunter	1514 S River	417-850-5355
	Vice Chairman	Jim Swatsenbarg	601 Howard	417-358-1690
	Secretary	Joshua Anderson	1205 S Main	417-793-2196
	Member	Vacant	Vacant	Vacant
	Member	Bill Barksdale	1314 S Garrison	417-388-2464
	Member	Robin Harrison	721 E 10th	417-483-8835
	Member	Matt Smith	1022 E Chestnut	417-437-2281

Non-Voting Members:	Mayor	Dan Rife	City Hall	417-237-7003
	City Administrator	Greg Dagnan	City Hall	417-237-7003
	Asst. City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember			

Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010
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Public Works Department 623 E Seventh Carthage MO 64836 Tele: (417) 237-7010 Fax: (417) 237-7011 Email: pwd@carthagemo.gov



CARTHAGE
PUBLIC LIBRARY

612 S. Garrison Avenue
Carthage, Missouri 64836

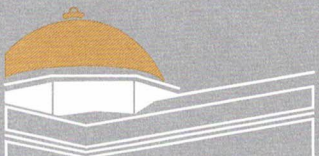
Ph 417.237.7040
Fx 417.237.7041
carthage.lib.mo.us

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, May 14th, 2024 5:15 p.m.

Carthage Public Library Board Room
612 S. Garrison Ave.

AGENDA

- Roll Call of Members
- Minutes from the Last Meeting
- Financial Reports
- Director's Progress and Service Report
- President's Message
- Council Liaison's Report
- Committee Reports
 - Building Committee
 - Budget Committee-Approve 2024-2025 Budget
 - Community Relations
 - By-Laws
 - Library Gardens
 - ADA Compliance
 - Communications
 - Compensation/Wages
 - New Business
 - Payment of Bills
 - Adjournment
 - Closed Session
 - Adjournment



CARTHAGE
PUBLIC LIBRARY

612 S. Garrison Avenue
Carthage, Missouri 64836

Ph 417.237.7040

Fx 417.237.7041

carthage.lib.mo.us

Posted at 9:00 A.M. this 7th day of May, 2024

Notice is hereby given that the Carthage Public Library Board of Trustees will conduct a closed meeting in the Carthage Public Library Board Room at 5:15 p.m. on Tuesday, May 14th, 2024.

The agenda of said meeting includes a vote to close a portion of this meeting pursuant to RSMo 610.021.

**McCune Brooks Regional Hospital Trust
Special Meeting of the Board of Trustees
May 16, 2024
12:00 Noon – 1PM
2nd Floor City Hall Conference Room**

Agenda

- | | |
|--|--------------|
| I. Call to Order | Ron Petersen |
| II. City of Carthage Grant Application | Ron Petersen |
| III. Next meeting May 22, 2024, 2PM at Schmidt's | Ron Petersen |
| IV. Adjournment | Ron Petersen |

COUNCIL BILL NO. 24-23

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a Contract with Neutron Holdings, INC. d/b/a LIME, a Delaware corporation, for scooter rental in the City of Carthage Missouri.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,
JASPER COUNTY, MISSOURI** as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Neutron Holdings Inc. d/b/a/ Lime Scooter, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

Applicant's Name and Title:

Rob Greenleaf, Sr. Operations Manager

Business Name:

Neutron Holdings, Inc. (dba) Lime

Business Address:

85 2nd Street, Suite 300, San Francisco, CA 94105

Established place of business within state (if applicable):

1244 NW 4th St #300, Oklahoma City OK

Names of all owners, officers, and managers of the business:

Joe Kraus, President | Wayne Ting, CEO | Andrea Ellis, CFO | Sarah Binder, Secretary |
Rob Greenleaf, Sr. Operations Manager (Local POC)

Phone Number and Email for Business:

650-450-1791 / rob.greenleaf@li.me

City of Carthage
326 Grant St, Carthage, MO
64836

Re: Micromobility Partnership between Lime and Carthage, Missouri

To whom it may concern:

Lime is excited to partner with the city of Carthage to make micromobility a part of the local transit system. Lime currently operates in 30 countries and over 200 individual markets. Lime is currently the largest micromobility provider in the world and we are capable of providing a collaborative and positive program for the city of Carthage.

All the information and data provided in our proposal is true and complete. Any other information the city needs can be provided upon request. We welcome further conversations to ensure that a partnership with Lime proves to be successful for the city of Carthage.

Sincerely,

Dan Shoman
Regional General Manager - U.S. South

ORGANIZATIONAL BACKGROUND AND OVERVIEW

Lime is the world's largest, most experienced micromobility provider. Founded in 2017, our mission is to build transport systems that are **green, shared and affordable**. We operate electric bike and scooter sharing services in over 200 cities across 30 countries globally. **We have safely provided over 250 million sustainable rides across our services to date.**

We use our global experience to launch and run well managed services that deliver for cities, with a focus on **safe riding, responsible parking, environmental impact, equitable access, and data sharing.**

Lime currently operates in multiple cities in **Missouri** including **St. Louis & Washington**. The City of Carthage will be managed by the local team based in Tulsa, Oklahoma

<u>Lime</u>	<u>Local</u>	<u>Overview</u>
--------------------	---------------------	------------------------

Our local team currently manages several cities comparable to Carthage including:

- Jenks, OK: 22k Pop - 100 Scooters - Teresa Nowlin - tnowlin@jenksok.org
- El Reno, OK: 19k Pop - 60 Scooters - Matt Sandidge - msandidge@cityofelreno.com
- Guthrie, OK: 11K Pop - 75 Scooters - Justin Fortney - jfortney@cityofguthrie.com
- Washington, MO: 14K Pop - 75 Scooters - Sal Maniaci - smaniaci@washmo.gov

The local Lime team currently manages 12 cities across 4 states:

- **Oklahoma:** Oklahoma City, Tulsa, Norman, Edmond, Jenks, El Reno, Bartlesville and Guthrie
- **Arkansas:** Little Rock
- **Missouri:** Carthage
- **Texas:** Dallas and Lubbock

Legal or Regulatory Enforcement Actions

Lime operates in 200 cities and 30 countries globally. We currently have no active litigation or regulatory enforcement in the state of Missouri. Lime is the largest micromobility provider in the world and we pride ourselves on safety and being good community partners by focusing on safety and adhering to local regulations.

Scooter

Description

The most sustainable Lime scooter yet

Lime Gen4

Dual Handbrake

Comparable to bike handlebars, the dual braking system is even more intuitive to riders.

Firmware

Lime's proprietary firmware includes immediate geo-fencing response, with self-diagnosing and sidewalk-riding detection capabilities.

Swappable Battery

A new battery that can be swapped in the field between our e-bike and scooter fleet will allow for more sustainable operations in dense urban environments.

High-Visibility Reflectors

Reflectors on the baseboard, stem, CCU unit, rear fender and logos enhance visibility at night.

Lower Deck

A lower center of gravity means a sturdier feeling ride, while making it easier to step on and off.

Double Kickstand

Increased vehicle stability when parked makes it less likely a scooter will fall over, leading to less clutter on sidewalks.

Tap-and-ride technology

New tap-and-ride capability helps riders get on and go quicker than ever.

Swept Handlebars

A first for shared scooter models, the swept back handlebars allow riders to keep their elbows by their sides in a natural position to reduce fatigue and provide a more comfortable ride.

Tougher Aluminum Frame

With IP67 waterproofing against rain or snow, the Gen4 frame is sturdiest and longest-lasting in our fleet and improves scooter lifetime.

Most Powerful Motor to Date

New enhancements to the motor will help to riders tackle hills with ease.

Enhanced Suspension

Mountain bike-inspired front suspension mean a smoother ride over rough road conditions like cracks and bumps. The smoother ride also reduces vibrations that cause fatigue, and extends the vehicle's lifetime.

Bigger Wheels

Solid honeycomb tires tackle the toughest road conditions to improve stability.



Meet Lime's latest generation e-bike



Swappable battery

25 mi range; interchangeable with Lime Gen4 scooters

Integrated Lock

Electronically controlled hub lock

Added Power

350 Watt motor to improve hill climbs

Easy Handling

Lower center of gravity

Phone Holder

For improved navigation

Intuitive Controls

Handlebar & brake lever redesign for safe, easy riding

Automatic 2-speed transmission

smooth acceleration without gear shifts

City Speed

Top speed 20 mph (where allowed)



Dimensions: 675" L x 1720" W x 1055" H
Curb Weight: 72 pounds

Maintenance & Operations Plan

Lime conducts frequent preventative and responsive maintenance on our scooters. Our Operations Specialists field staff are equipped with a mobile toolset to complete a routine maintenance inspection of each scooter anytime it is interacted with in the field. This means every time our staff deploys, reparks, or rebalances a scooter, a preventative maintenance check is conducted. Additionally, any scooter flagged either by our riders, our City partners, or our staff as being in need of repair is marked in our app for retrieval and the scooter is placed into “maintenance mode,” which prevents a rider from using the scooter until it can be inspected and repaired.

“Maintenance Mode” scooters are returned to the warehouse for a full 65-point evaluation covering screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, a test ride, and more by our trained mechanics. Any scooter overdue for an inspection is flagged for immediate retrieval. Furthermore, in order to ensure maximum safety of our riders, the following triggers place the vehicle into maintenance mode and flag the vehicle for inspection. If any issues are identified, the scooter is returned to our warehouse for repair:

- **In-App and Customer Service Reports:** Any scooter with an issue reported via the Lime app or to our Customer Service line is flagged for retrieval and inspection.
- **Self-Diagnostics:** Once deployed, our scooters are self-diagnosing. Our scooters can automatically identify more than 100 issues, each with a specific error code. We are also notified for issues like idling for more than 24 hours, loss of GPS signal, low battery, and multiple failed unlocks. In addition to the scooters themselves, our maintenance plan also includes regularly ensuring our parking areas are tidy.
- **Repairs:** If a maintenance issue is identified, the scooter is brought back to the warehouse for further analysis and repair. Only our highly trained and specialized Mechanics work on our scooters. Once a scooter has entered into the warehouse, the scooter must pass through five individual quality control diagnosis checkpoints by a Mechanics Lead before being redeployed. Our Mechanics Leads have been put through additional in-house training regarding identification of quality issues.

Lime has Standard Operating Procedures (SOPs) for every task to provide detailed steps for our Mechanics and Operations field team to ensure timely and consistent repair execution. Through our internal Operations and Mechanics App logs are maintained of all maintenance activities related to each scooter, which will be provided to the City upon request.

Environmental impact - Lifespan and disposal practice

Data from our global markets shows us that **one in four Lime trips takes someone out of a car and onto more sustainable transport options** - either by using a Lime scooter or bike to travel directly from A to B, or by improving connectivity to and from local hubs. Scooters can also **build new advocates for sustainable transport infrastructure like cycle lanes and low traffic areas**.

Lime has invested in our wider operational approach and supply chain to deliver environmental benefits across the board. Our Gen4 scooter has a confirmed lifespan of five years, with specific reuse and recycling partnerships set up to minimize waste when vehicles are no longer operable.

Pricing Plan

In Carthage Lime is committed to providing an affordable transportation option to every rider while providing safe, best-in-class service.

Our standard scooter price in Carthage will be \$1.00 to unlock and \$0.39 per minute. Bikes are \$1.00 to unlock and \$0.25/min

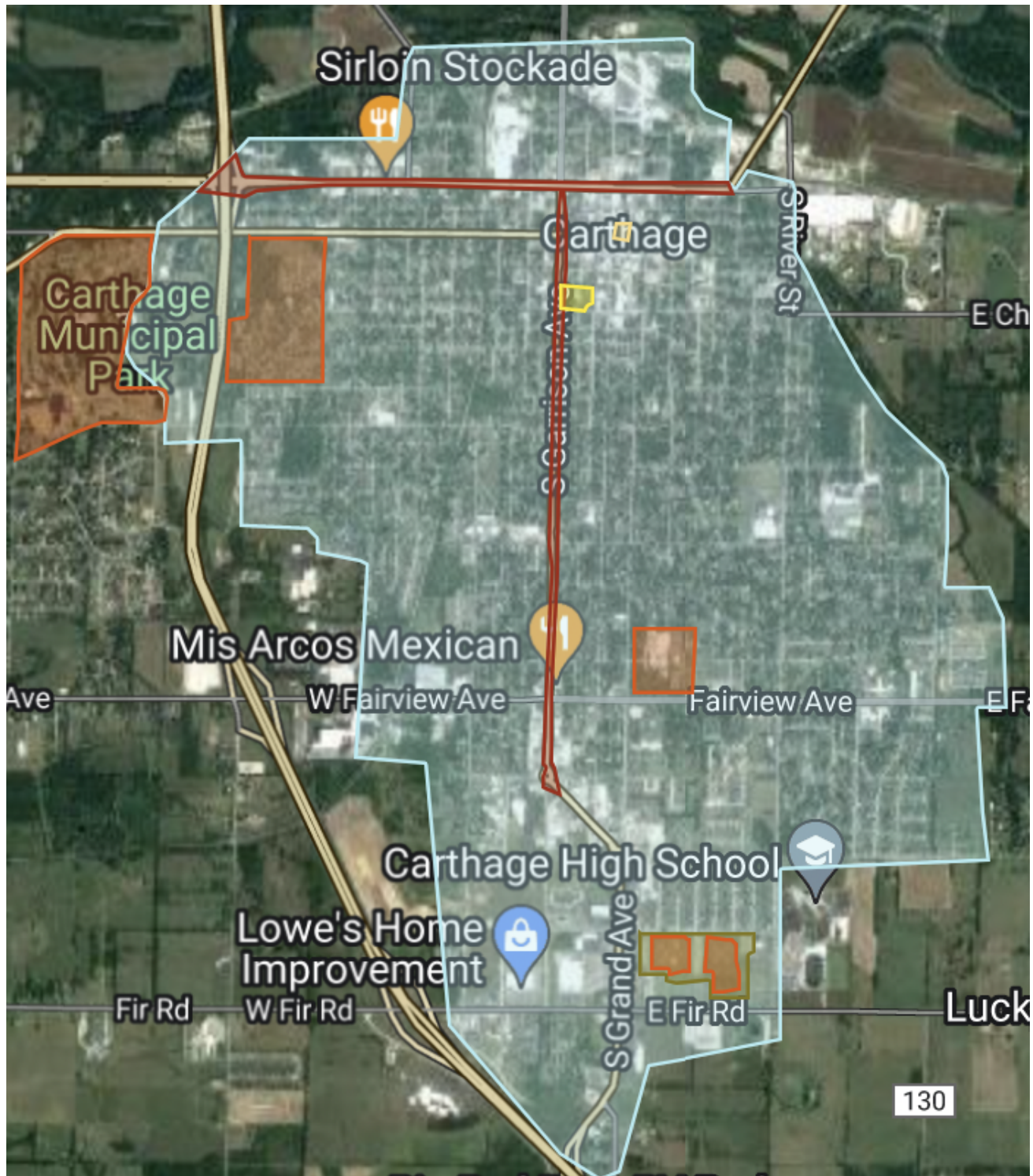
Lime Access: Lime offers heavily discounted pricing for lower-income individuals through our Lime Access program. Lime Access participants receive a 70%+ discount off our standard rates - just \$.50 to unlock and \$.015/minute. We also have special pricing programs both to better enable residents to shift their daily trips to a more sustainable mode of transportation, as well as ensuring all riders can benefit from the City’s scooter program, regardless of income.

Storage of Scooters

Upon request or based on need, all vehicles can be automatically remotely deactivated and will be locked and parked in designated areas or moved to our warehouses for repairs and charging as needed.

Proposed Fleet Size & Service Area

At launch, Lime proposes deploying a fleet of up to 50 scooters and 15-20 bikes across the Carthage Service Area (shown below AVG 50). Lime has the ability to quickly and easily expand our fleet further to meet growing demand at the City's request for seasonal or event based needs.



Operational / Rideable Area

RED = No Operations Zone / No Rideable Area

Geo-Fencing Technology

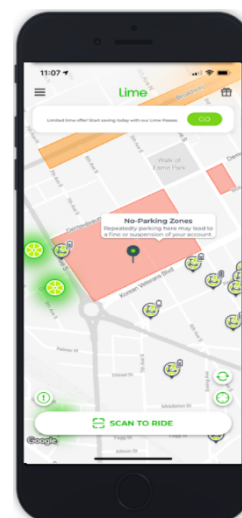
As a result of investments in our hardware and software over the last five years, Lime now offers the industry's

most accurate and responsive geo-fencing technology capabilities. **Our geofencing technology is accurate to within 2-3 feet and can be activated within one second.**

Lime uses geofencing to create virtual “zones” that limit speed, designate parking areas, and limit service areas. Geofenced zones are prominently displayed in our app to enhance rider awareness and compliance.

Our zone types include:

- **Service Zone (Boundary Limits):** Riders cannot travel outside the Service Zone.
- **No Parking Zone:** Riders are prevented from ending their ride in a no parking zone.
- **Preferred Parking Zone:** Identified in the app, all corrals will be designated as Preferred Parking Zones.
- **Low-Speed Zone:** Our app and the scooter screen inform users when they enter a Low-Speed Zone. Their speed will automatically and gradually be reduced to meet the zone-specific speed limit.
- **No-Ride Zone:** Similar to a Low-Speed zone, but the vehicle throttle will deactivate and users must physically roll the vehicle outside the zone in order to re-accelerate or end the trip.



Any of these zone types can quickly be created, adjusted, and removed; Lime will work closely with the City throughout our operations to implement and modify geofencing as-needed.

Please refer to the map in the section above to see examples of where you can and cannot ride in Carthage, based on Zoning. Any additional restrictions can be easily added and enforced with new zones.

Intended Program Launch

Lime would need one week between notification of award and launch, but Lime is able to flex this schedule as needed to meet the timeline of the city.

Deployment Strategy

Lime looks forward to working with the city of Carthage to discover the best locations for scooter deployment and which routes are available for riding.

Rebalancing/Redistribution: Our real-time dashboards track the position and status of every vehicle, so we can dispatch team members to rebalance the fleet immediately to address any issues. Each vehicle has GPS and wireless unit and wireless location technology so we can track details remotely, including distance travelled, estimated battery life and remaining mileage. We use a proprietary algorithm to prioritise field tasks based on route and task importance. This program is built into our operations app and turn-by-turn navigation to each task to minimise wasted travel.

Vehicles designated for scheduled inspection and maintenance, or those that have been reported as emerging faults, are deactivated and brought to the Lime warehouse.

Retrieval/Charging: The new Gen4 scooter has a replaceable battery which means that our local team can simply swap out dead batteries with fresh ones, which keeps the city fresh with fully charged scooters, without the need of taking the entire scooter back to a location where it can be charged. This drastically increases the uptime for scooters available in Carthage, ensuring that riders will always have scooters available for rent throughout the city.

Receiving and Resolving Issues

Riders and non-riders alike can report a vehicle blocking a sidewalk, travel lane, pedestrian right-of-way, or any other issue through Lime’s 24/7, multilingual customer service. Our 175 member customer service team provides support in numerous languages such as Spanish, Mandarin, and Korean. Lime’s Carthage customer

service will be available by **phone, email, text, Twitter**, through the **Lime app**, and via our **Trust and Safety Portal** website at safety.li.me. Live response times from our customer service team average roughly 60 seconds.

If the ticket requires an intervention (e.g. a vehicle that needs to be moved), our Customer Service Team marks the vehicle to be retrieved and rebalanced. This creates a task in our internal task management system for our Carthage Operations Team to quickly flag the vehicle for retrieval, which generally happens within 30 minutes and no more than two hours.

Helmet **Distribution** **Strategy**

Lime encourages all our riders to wear helmets through various channels, including direct messaging on our vehicles, in the Lime app, through social media, and at safety events throughout the year. Lime will also provide free helmets to riders at various events we will participate locally in Carthage throughout the year.

Local **Operator** **Contact**

Matt Reeves, our local Operations Coordinator in Tulsa, will be the City's direct point of contact. He can be reached via email at matt.reeves@li.me and via phone at 918-639-9004. In order to reach the entire Operations Team, please email help-tulsa@li.me.

Customer **Service** **Operations**

Lime makes reporting any issues simple for riders and non-riders alike. We provide numerous channels to contact Lime support, including via phone, email, through the Lime app, on social media, and via our website and safety portal. Lime's Customer Support is headquartered in San Francisco, with regional hub locations across the world, all of which are available 24/7.

Our main customer service number is 1-888-LIME-345 (1-888-546-3345). Like all means of contacting customer support, our phone support is available in multiple languages, including: Spanish, Mandarin, Korean, German, Tagalog, French, Italian, Portuguese, Hungarian, Hebrew, Polish, Romanian, Czech, Swedish, Finnish, Danish, and Greek, among others. Written correspondence via email, in-app or social media is easily and immediately translated in any language.

Safety **History** **Summary**

Lime has committed itself to the safety of riders and other citizens who live in the cities we operate. This commitment is why we are constantly updating our hardware and software. For example, our new Gen4 bikes and scooters are the most reliable and stable vehicles in the marketplace.

Lime also continues to innovate via our technology platform to help educate our riders on safer riding practices, limiting the speed of individuals new to riding micromobility vehicles, and ensuring that riders understand the safety guidelines created by the local government.

Complaint History Report

Lime is willing to provide a Compliant History Report per city upon request. Lime has not deployed any scooters in a market without approval from local authorities.

Communication & Outreach Plan

Lime's five-step ORDER framework promotes positive user behavior and trains users on appropriate parking, as well as addressing any misparked vehicles in 15 minutes.

OUTREACH

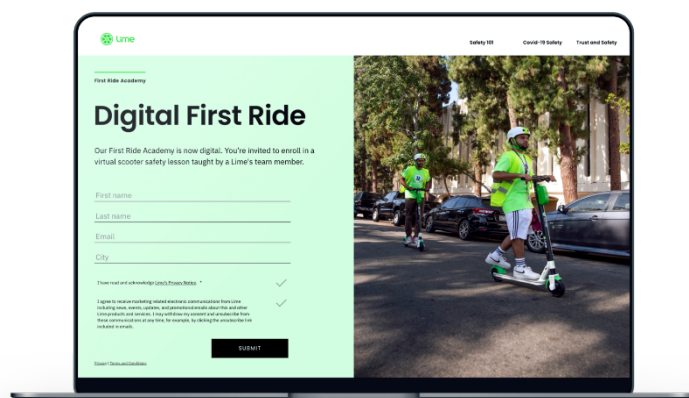


Education starts before the first ride: All riders are required to take a "how to ride" tutorial and an in-app quiz before they can access a Lime scooter. Lime has partnered with the League of American Bicyclists to enhance this rider safety content, focusing on how to ride micromobility vehicles defensively in urban settings.

Social & Traditional Media: Lime will use our social media platforms on Twitter, Facebook, Instagram, and our website to reinforce City-specific rules along with emphasizing safe riding and respectful parking messages. We also collaborate with community partners to share these messages via their social media channels. In addition, Lime has a communications staff that shares our messaging via traditional media outlets.

Safety Portal: Our Safety Portal website (safety.li.me) includes how-to-ride video tutorials, a customer service request form, a discounted safety equipment store, and a signup form for our Digital First Ride events. Every week more than 4,000 people visit our safety portal weekly.

In-Person Education: In addition to online education, Lime and our community partners host in-person trainings like our signature **First Ride** events. These events can be recurring, interactive hour-long safety sessions hosted by our local Operations Team to educate riders on best practices to safely ride and properly park a scooter. **First Ride** events help to build a culture of scooter safety, educate riders on how to ride a scooter, and demonstrate Lime's commitment to safety.



On-Vehicle Education: Based on survey data and feedback, we found that some users learn best from information posted on the vehicle itself. Consequently, we have placed our customer service contact information and safety messaging on the stem of each scooter. In addition, we can securely affix hangtags to our vehicles that educate riders on safe operating and parking.

REMINDERS



Continuing Education: We provide regular ongoing messaging and reminders covering safety tips, parking information, and city-specific rules, including where riding and parking are permitted and prohibited. These reminders are sent via a variety of channels, including in-app messaging, text messages, and e-mail. We also sent messages based on specific triggers, like geographic area (notifying a rider of entering or leaving a geofenced zone), time of day, special events, and more. We can also post critical information permanently across the top of the home screen in the Lime app.

Rider Safety Scorecard: Providing transparent, timely feedback is a proven mechanism for behavior change. To help riders learn from prior issues, Lime provides a Safe Rider Scorecard, which shows riders a summary of their past issues, including factors like sidewalk riding, parking violations, and erratic riding.

DIGITAL TECHNOLOGY



Enhanced End of Trip Photos and Validation: Before riders are able to end a trip, riders are shown guidance regarding proper parking and must actively document that they have parked correctly with a photo showing the parked vehicle. Our Operations Team audits these photos, triggering incentives and rewards for good parking, and educational reminders, fines, and even

deactivation for repeated parking violations.

EXECUTION



Monitoring and Reporting: Our Operations Team will monitor the fleet 24/7. We will deploy team members to retrieve any vehicles in need of charging, repair, or that have migrated outside the service area. We also have multiple channels for riders and non-riders alike to report parking issues or other concerns. Our response time to identified issues is generally less than 15 minutes and no more than two hours.

Age Verification: All Lime riders must be at least 18 years of age. Lime requires all riders to verify their age through a two-step ID validation process before they are allowed to take a trip.

RESPONSIBILITY



Fining: To create a culture of accountability, riders can be assessed fines for poor parking or riding behavior--including violations of the city rules and regulations--up to the full cost of any municipal fine. Repeat offenders will be expelled from the platform.

Easy Reporting: Lime makes reporting any complaints simple for riders and non-riders alike. We provide numerous channels to contact Lime support 24/7, including via phone, e-mail, in-app, and social media. Additionally, Lime's customer service contact information is affixed to the stem of each of our vehicles.

We also frequently partner with cities to integrate into their non-emergency reporting program so that people have a familiar avenue for reporting issues. For example, in Los Angeles, Lime is integrated with their 311 non-emergency reporting system. We are enthusiastic about integrating with GoCOS to enable reporting of issues directly via the GoCOS app.

User Equity Plan

Lime firmly believes that affordability should not be a barrier to access to reliable, safe transportation, including the Lime service. As a result, we were the **first dockless micromobility company to implement a program specifically to increase access for low-income community members, Lime Access**. This program provides a significant discount on our standard pricing and allows community members access to the Lime platform without the need for a bank account or smartphone.

Lime Access participants receive a 70%+ discount off our standard rates - just \$.50 to unlock and \$.07/minute. Recipients of any local, state, or Federal benefits, including students with Pell Grants, are eligible to participate.

Privacy Policy

We take great care to safeguard our users' privacy and to inform them about the data we collect and the circumstances under which we share data. Lime's Privacy Policy is available here <https://www.li.me/en-us/legal/privacy-policy/>

Lime stores minimal PII (personally identifiable information) in our database; we maintain name, email address, phone number only. Our data is always encrypted at-rest via AES-256 and encrypted in-transit via TLS. We also have access control policies to make sure data is not shared with anyone outside the Company. Within the company, only a limited number of administrators are able to access rider data and only for specified purposes.

We use PCI-compliant third-party processors for payment processing. The processor gives us a token to authorize a payment and we never touch or store the customer payment information.

Data Breach History

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

To date, Lime has not had any US data breaches. Lime implements intrusion detection and intrusion protection systems (“IDS/IPS”) for detecting suspicious activity within our system. Lime maintains an internal mailing list for reports of suspicious activity. If a data breach were to occur, our communication protocol goes into effect. Lime will notify the authorities immediately and related business partners no later than 72 hours after discovering a data breach.

Data Sharing Agreement

Lime is committed to sharing meaningful and actionable data with our municipal partners. Lime will provide all of the data required, including real-time location and availability data for the fleet, archival trip data, archival collision data, and archival complaints data in the format determined by the City.

We also offer our proprietary Insights Dashboard that allows the City to access up-to-date data on the Carthage fleet on-demand. The Insights Dashboard also includes analysis of the most frequently sought data and the ability to download datasets in .csv format for further analysis.

Finally, Lime routinely collaborates with municipalities on surveys to collect and analyze additional useful data. We look forward to working closely with the City to distribute rider surveys.

Fees

Lime is able and willing to pay the City the fees indicated by the City of Carthage. Lime proposes a one year contract initiation payment of \$1,875.00 (\$25 per Lime Vehicles, assuming a fleet capacity of 75 Lime Vehicles for Carthage). In addition, Lime shall submit a fee of twenty cents (\$0.20) per trip taken on any Mobility Device Lime has deployed in the City. The per-trip fee shall be invoiced quarterly.

Safe riding

Wherever we operate, safety is always our key focus. Lime has invested in industry-leading innovations to ensure our vehicles are safe for riders, other road users and pedestrians. These include:

- ❑ **Requiring all users to take training on the Lime app the first time they hire a scooter or bike.** More detailed training is available via our online scooter driving school and Lime also hosts regular in-person “First Ride Academy” training sessions across its global markets.
- ❑ **Capping the speed of our electric scooters.** Our GPS technology means we can enforce speed limits in specific, low-speed or no-ride zones, such as in pedestrian areas or outside schools.
- ❑ Fitting every one of our scooters with a clearly displayed **unique ID number** making it easy to identify and, if necessary, take enforcement measures against any rider breaking the rules.

These innovations are backed up by **high-quality, Lime designed and developed hardware**. Our Gen4 scooter is built for safety. It has been **developed from the data of over 200 million Lime rides around the world**, and has a number of best in class hardware features, including:

- ❑ Dual hand brakes and a drum braking system, **delivering the shortest braking distance of any shared rental scooter by up to 50%**
- ❑ Nine reflectors and lights onboard, **providing visibility of up to 300m**
- ❑ Lower baseboard and swept back handlebars to allow for **greater rider stability and rider indication via hand signals**
- ❑ **On-vehicle technology which provides an immediate geofence response**

- **12" front wheel and mountain bike-inspired suspension**
- **Double kickstand** to help safe parking and prevent our scooter from being knocked over

Lime is currently scheduled to launch the Gen4 scooter model in Carthage, Missouri starting in May.

Lime will continue to use its SJ 2.5 model to supplement the fleet in Carthage as needed.

Responsible parking

Lime uses mandatory parking systems to deliver well managed services. Users are required to end their scooter ride in parking bays, marked in the Lime app and on the ground. Lime's on-vehicle GPS technology, **accurate to up to 30cm**, prevents users ending their rides outside of these zones - created in consultation with local authorities - **avoiding issues with street clutter and helping to create an ordered and well managed trial that works for everyone.**

In addition to this technology, Lime also invests in **on the ground operations teams across its service areas**, which are responsible for collecting and re-parking any abandoned or mis-parked vehicles, as well as other fleet management tasks, such as swapping batteries, conducting safety and maintenance checks, vehicle sanitization and monitoring for poor rider behavior like pavement riding or double riding.

Investing in equitable access

Lime operates in over 200 cities worldwide. We know that **no-one should ever be priced out of making more sustainable transport choices**, and we have developed specific initiatives to ensure this doesn't happen in our partner cities.

Our Lime Access program provides key workers, students, apprentices and other eligible riders with unlimited discounted rides. This is live across our global markets, and has delivered hundreds of thousands of discounted rides to date.

Community engagement is about more than free and discounted rides. Wherever we operate, Lime also partners with local charities to provide funding and wider support to them via our **"Lime Hero"** initiative. Hero encourages Lime riders to round up the cost of their ride to the nearest currency unit, with Lime matching all donations. Ahead of our prospective Dallas launch, **Lime is already working to secure a local Lime Hero partnership .**

Lime's commitment to equitable access extends to our own workplaces, which is why Lime is **a proud living wage employer.**

Data sharing

We know cities need data to understand and assess the impact of our services. Lime is committed to sharing all relevant usage data with our partner cities using MDS and GBFS APIs, alongside providing access to our proprietary "Insights Dashboard", which tracks usage patterns alongside other key metrics such as fleet size and trips per vehicle.

In addition to this, Lime also manually shares data with cities to assess on-street management - for instance, parking compliance and operational response times, as well as mode shift survey data to evaluate sustainable impact. **This type of information is crucial when developing long term partnerships with cities.**

By focusing on **safety, responsible parking, equitable access, environmental impact and data sharing**, Lime has been able to build and scale services that **deliver on cities' key aims**. We are excited by the opportunity to launch in Dallas, and are working hard to ensure we can launch and manage services that will help micromobility become a part of Dallas' transportation system.

The undersigned hereby certifies that the contents of the application are true and correct; and in consideration of the issuance of said license(s), agrees to fully comply with all applicable ordinances of The City of Oklahoma City and statutes of the State of Oklahoma.

Neutron Holdings, Inc. dba LIME

Robert Greenleaf

Authorized Person

03/ /24
Date

State of Oklahoma)

County of Oklahoma)

Subscribed and sworn to before me on _____ day of _____, 2024

.

Notary Public

Commission Expires: _____

Commission Number: _____

Company	Website	Email	Work Phone
Armstrong Teasdale, LLP	www.armstrongteasdale.com	rklaahr@armstrongteasdale.com	314-621-5070
Bryan Cave Leighton Paisner LLP	http://bryancave.com	sssparks@bryancave.com	816-374-3200
Bushyhead, LLC	http://www.bushyheadlaw.com	stephanie@bushyheadlaw.com	816-207-6032
Cunningham Vogel & Rost	www.municipalfirm.com	jordan@municipalfirm.com	314-446-0800
Curtis, Heinz, Garrett & O'Keefe P.C.	http://chgolaw.com	clumley@chgolaw.com	314-725-8788
Gilmore & Bell, P.C.	http://www.gilmorebell.com	ccomiskey@gilmorebell.com	816-221-1000
Hesse Graville, LLC	www.hgstl.com	lauriemarti@hgstl.com	636-778-9810
Kutak Rock LLP	http://www.kutakrock.com	joseph.serrano@kutakrock.com	816-960-0090
Lashly & Baer PC	http://www.lashlybaer.com	bmalone@lashlybaer.com	314-621-2939
Lauber Municipal Law, LLC	http://www.laubermunicipallaw.com	jlauber@laubermunicipal.com	816-525-7881
Martin Pringle Law Firm	https://www.martinpringle.com	ddsilvius@martinpringle.com	816-753-6006
McMahon Berger PC	http://www.mcmahonberger.com	hey@mcmahonberger.com	314-567-7350
Rouse Frets White Goss Gentile Rhodes, PC	www.rousepc.com	wmoore@rousepc.com	816-842-3636
Schraeder Law Firm	www.schraederlaw.com	maf@schraederlaw.com	314-454-1500
Spencer Fane	http://www.spencerfane.com	Kstiles@spencerfane.com	816-292-8282
Thompson Coburn LLP	http://www.thompsoncoburn.com	drush@thompsoncoburn.com	314-552-6000
Williams & Campo PC	http://www.publiclawfirm.com	pcampo@publiclawfirm.com	816-524-4646

Request for Quote (RFQ)

Legal Services: Opinion on Termination Procedures for City Administrator

Date Issued: [Insert Date]

Proposal Due Date: [Insert Due Date]

I. INTRODUCTION

The City of Carthage (the "City") is requesting proposals from qualified legal professionals or law firms ("Proposers") to provide a legal opinion regarding the procedures and requirements for the removal of the City Administrator in accordance with the City Charter and City Code. This request for quote (RFQ) outlines the scope of services, proposal submission requirements, and evaluation criteria.

II. BACKGROUND

The City Administrator is a pivotal role within the governance of Carthage, accountable directly to the Mayor and City Council. The City Charter Article V and City Code Article III Division 5 details the terms of employment, performance standards, and termination procedures for the City Administrator.

Relevant Legal Extracts:

1. City Charter: Section 5.4(c)

- "The City Administrator shall continue to serve so long as his performance meets with the approval of the Mayor and of a majority of the members of the Council."

2. Carthage City Code Section 2-106

- **Resignation or Discharge:**
 - (a)The city administrator shall serve at the pleasure of the mayor and council. He shall continue to serve so long as his performance meets with the approval of the mayor and of a majority of the members of the council. He may terminate his employment at any time at giving the mayor and council thirty (30) days' written notice. At such time as he terminates his employment with the city he will be entitled to only accrued benefits, such as vacation time, sick leave, etc.
 - (b)The city may terminate his employment by giving him thirty (30) days' notice. The thirty-day notice is to begin from either the first or second council meeting of each month, depending upon which meeting the majority of the members of the council voted and the mayor concurred that his employment should be terminated. A termination payment equal to one-half a month's salary will be allowed, plus any other benefits which may have accrued. In the event the termination is the result of an act of dishonesty or acts involving moral turpitude such termination payment shall not be paid.

III. SCOPE OF SERVICES

The selected proposer will be required to:

- Conduct a comprehensive review of the City Charter and City Code.
- Provide a detailed legal opinion on:
 - The necessary legal and procedural steps for the removal of the City Administrator.
 - Any potential legal risks or considerations the City should consider during the termination process.

III. CRITERIA

The Council will request proposals from three firms listed on the Missouri Municipal Leagues web page, of Participating Affiliates and Associate Members. Each firm must state the cost either to complete the requested work or the hourly rate and the time frame necessary to complete the proposal.

The List of MML Participating Affiliates and Associates is attached for council review.

IV. CONTACT INFORMATION

For questions regarding this RFQ, please contact _____

COUNCIL BILL NO. 24-25

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with Tyler Technologies, Inc. to provide an annual subscription for financial software for the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Tyler Technologies, Inc., for financial software for the City of Carthage, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Insurance Audit & Claims Committee



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Carthage, Missouri.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be

liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on July 1, 2024, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your

Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Carthage, MO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Carthage
326 Grant Street
Carthage, MO 64836
Attention: Traci Cox



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Sales Quotation For:
City of Carthage
326 Grant St
Carthage MO 64836-1632
Traci Cox
+1 (417) 237-7000 ext. 1001
t.cox@carthagemo.gov

Quoted BY	Lori Dudley
Quote Expiration	6/28/24
Quote Name	ERP Pro 9 SaaS Flip without Court

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro powered by Incode	
ERP Pro 9 Financial Management Suite	
Core Financials	\$ 10,584
Project Accounting	\$ 2,865
Payroll	\$ 6,501
System Software Non SQL	\$ 2,454
TOTAL:	
	\$ 22,404

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 22,404
Total Tyler Services		
Summary Total	\$ 0	\$ 22,404
Contract Total	\$ 22,404	

Comments

Please Note: Billing will not start prior to July 1, 2024.

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, accounts payable.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product

suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Web Services:* Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

COUNCIL BILL NO. 24-26

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with Kevin Harrison d/b/a Kevin Harrison Masonry for signage in the Parks in the amount up to \$11,915.21 per sign for a total of 7 signs, in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract With Kevin Harrison d/b/a Kevin Harrison Masonry for seven signs in the parks, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

This Agreement, made and entered into this ____ day of ____ 2024, by and between the City of Carthage and Kevin Harrison "Harrison".

Witnesseth: That for and in consideration of the mutual covenants and agreements herein contained to be well and faithfully performed by the respective parties, the parties hereto agree as follows:

1. Project.

The City agrees to engage Harrison under the terms and conditions in this contract provided, to perform for the City all necessary professional services incident to the preparation of necessary plans and incident to the construction of a Park Signage for the City Parks

2. Services to Be Performed.

(a) Masonry: Slabs of Carthage Marble will be cut and pitched by hand according to the City provided specifications and blueprints creating signage for all City Parks. Slabs will be selected by Harrison and transported by Harrison as directed by the City.

(b) Face of Sign: Titles of signage will be produced on 2-inch-thick slabs. The Parks Department will provide the appropriate slabs for the titles.

(c) Installation: Signs will be professionally installed at designated park locations and installed to ensure proper alignment and stability as approved by the Parks Department.

3. Time Frame

All Signage shall be completed by _____.

4. Payment

City shall pay Harrison \$11,915.21 per sign for a total of 7 signs. City shall pay Harrison 30% downpayment at start date and remainder upon completion. If the city completes all 7 signs then Kevin Harrison will give a discount of \$500 per sign.

In Witness Whereof, Kevin Harrison has hereunto set his hand, and the City has caused this contract to be signed,

Kevin Harrison

Dan Rife, Mayor

Kevin Harrison Masonry
Proposal

P.O.box 92
Neosho Mo. 64850
417-439-1890

Carthage Parks & Rec. Department
Park signs
Carthage, MO 64836

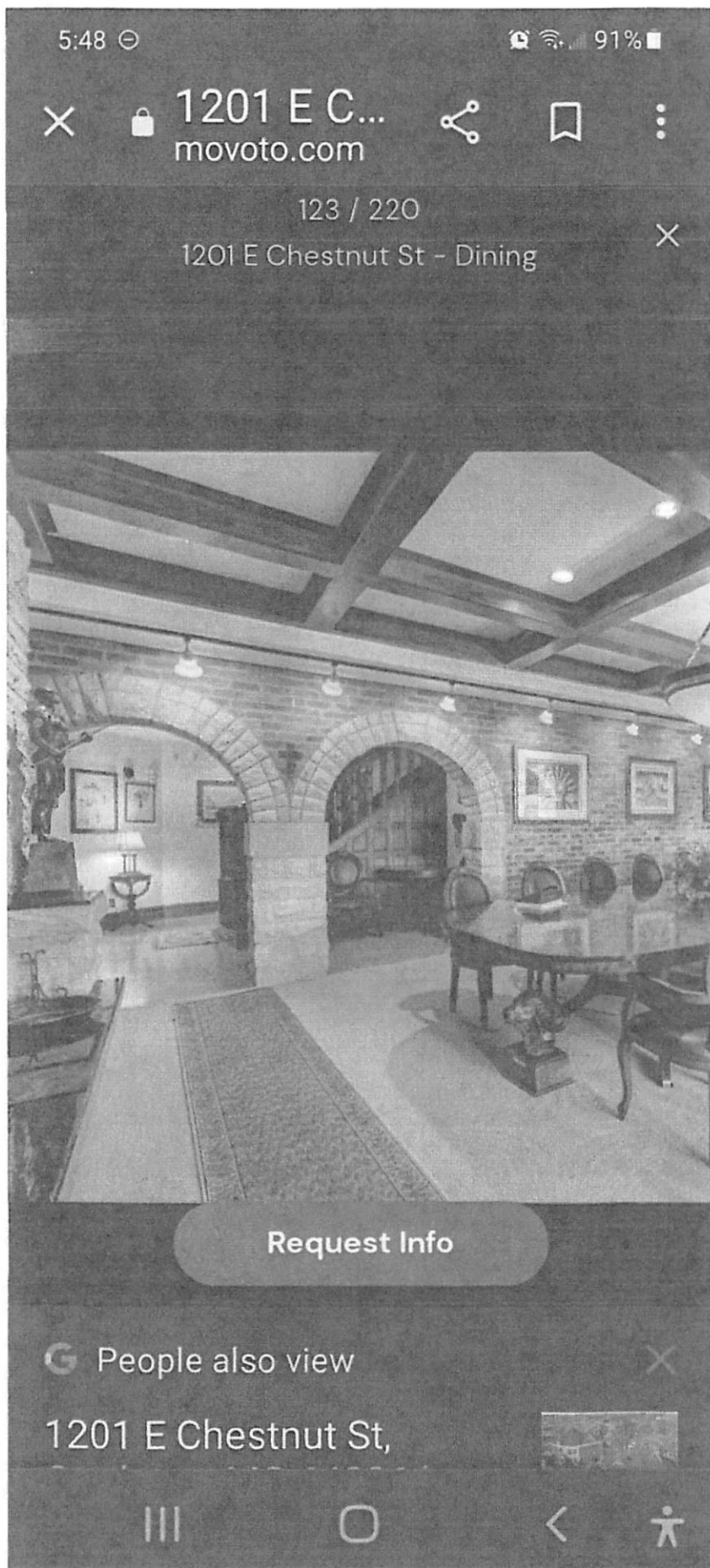
Description : Signs

Item Description:	Debits/Credits	Balance
Labor on sign x 7	\$11,700.00	
*****\$500 discount given per sign if all 7 signs completed	(\$3,500.00)	\$78,400
Mortar (ashgove type S premix) x 7	\$215.21	\$1506.47
Total		\$79,906.47
30% down of labor at start date for first sign	\$3,575.00	
Balance of each sign due upon completion per sign		
Thank You !		

Estimated completion time from start to finish 10 to 12 days weather permitting per sign.



This fire place
was cut out of
slabs and pitched.
Just like the
signs need to be
done.



carthage signs

Work completed with Carthage stone

Carriage house and Gazebo at Ruth Kolpin 1201 E Chestnut 1998 to 2000 (foreman for B&H Masonry)

Carter Park (Tore down and moved post from southeast corner to south entrance) sub contracted thru Hodkin Masonry

Phelps House sign (sub contract thru Hodkin Masonry)

Been doing projects with this stone since 1998

\$500.00 discount per sign will be given if we do all 7



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurance Store of Neosho, Inc. PO Box 490 228 South Neosho Boulevard Neosho, Missouri 64850 Phone: 417.451.2808 / Fax* 417.451.1313	CONTACT NAME: Stephanie Simmons	
	PHONE (A/C, No, Ext): (417)451-2808	FAX (A/C, No): (417)451-1313
	E-MAIL ADDRESS: stephanie@insurancestoreneosho.com	
INSURED Kevin Harrison dba Kevin Harrison Masonry and More 13924 Pella Lane PO Box 92 Neosho MO 64850-	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Columbia	
	INSURER B: RLI	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BPPMO200009064	03/11/2024	03/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WCPMO0000022985	08/10/2023	08/21/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

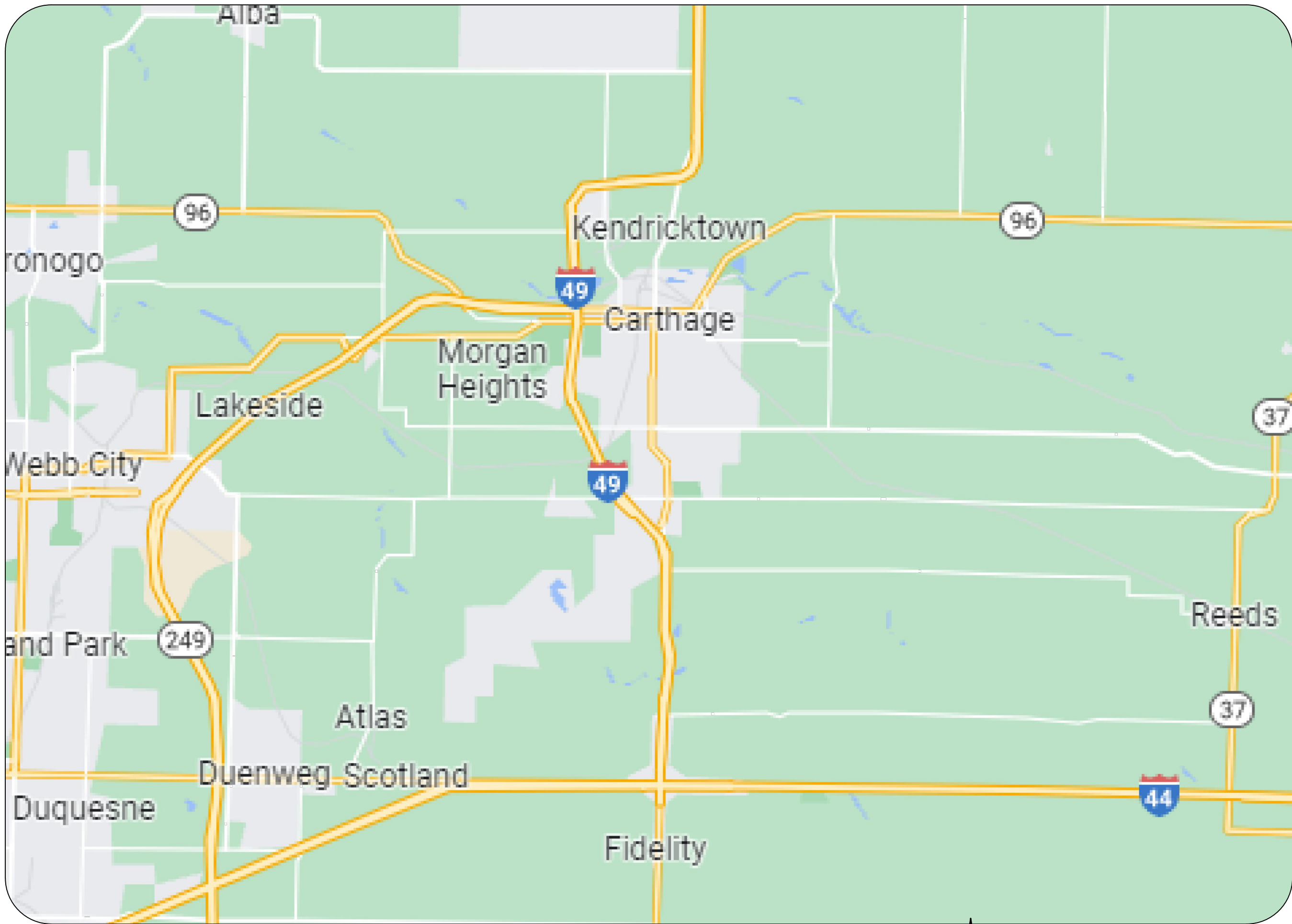
City of Carthage 326 Grant Carthage, MO 64836	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
C-1.0	COVER SHEET
C-2.0	PROJECT LOCATION MAP
C-3.0	SIGN PLANS
C-4.0	SIGN PLANS
C-5.0	SIGN DETAILS

MONUMENT SIGNS
FOR CITY PARKS
CARTHAGE, MISSOURI
FEBRUARY, 2024



PROJECT LOCATION MAP
NOT TO SCALE



REVISION REV. NO.

DESIGN TEAMS

CIVIL ENGINEERING
ZANEVAN ENGINEERING
1221 OAK STREET
CARTHAGE, MO 64836
P.E. JASON ECKHART
(417) 540-1107

CALL OR CLICK 3 DAYS BEFORE YOU DIG!
 **1-800-DIG-RITE OR 811**
www.mo1call.com

CAUTION:
INFORMATION ON THIS DRAWING CONCERNING TYPE
& LOCATION OF UNDERGROUND & OTHER UTILITIES IS
NOT GUARANTEED TO BE ACCURATE OR ALL
INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR
MAKING HIS OWN DETERMINATION AS TO THE TYPE &
LOCATION OF UNDERGROUND & OTHER UTILITIES AS
MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CONTACT INFORMATION

CITY OF CARTHAGE PARKS DEPARTMENT
521 ROBERT ELLIS YOUNG DRIVE
CARTHAGE, MO 64836
ABI ALMANDINGER (PARKS DIRECTOR)
(417) 237-7035

UTILITIES INFORMATION

ELECTRIC
CARTHAGE WATER & ELECTRIC PLANT
627 W. CENTENNIAL AVE.
CARTHAGE, MO 64836
KEVIN EMERY
(417) 237-7300

WATER / SEWER
CARTHAGE WATER & ELECTRIC PLANT
627 W. CENTENNIAL AVE.
CARTHAGE, MO 64836
JASON CHOATE
(417) 237-7300

ELECTRIC
LIBERTY UTILITIES
3400 KODIAK ROAD
JOPLIN, MO 64804
WILL ENDICOTT
(417) 625-6103

TELEPHONE
A.T.&T.
727 PEARL AVE.
JOPLIN, MO 64801
GENE LOLLIS
417-499-7819

CABLE PROVIDER
OPTIMUM
TONY GILBERT

NATURAL GAS
SPIRE ENERGY
520 E. 5TH ST.
JOPLIN, MO 64801
KEN STEGALL
(314) 341-0973



NO.	DESCRIPTION	BY	DATE						

ZONE

X

BFE

N/A

COMMUNITY

CARTHAGE,
CITY OF

ZONING INFORMATION

MONUMENT SIGNS
FOR CITY PARKS
CARTHAGE, MISSOURI

C-1.0
COVER SHEET

PROJECT NUMBER:
#230068
DATE:
02/02/2024



PHONE: 417-800-2500
1221 OAK ST.
CARTHAGE, MO 64836



PHONE: 417-800-2500
1221 OAK ST.
CARTHAGE, MO 64836

C-2.0

PROJECT LOCATION
MAP

PROJECT NUMBER:
#230068
DATE:
02/02/2024

MONUMENT SIGNS FOR CITY PARKS

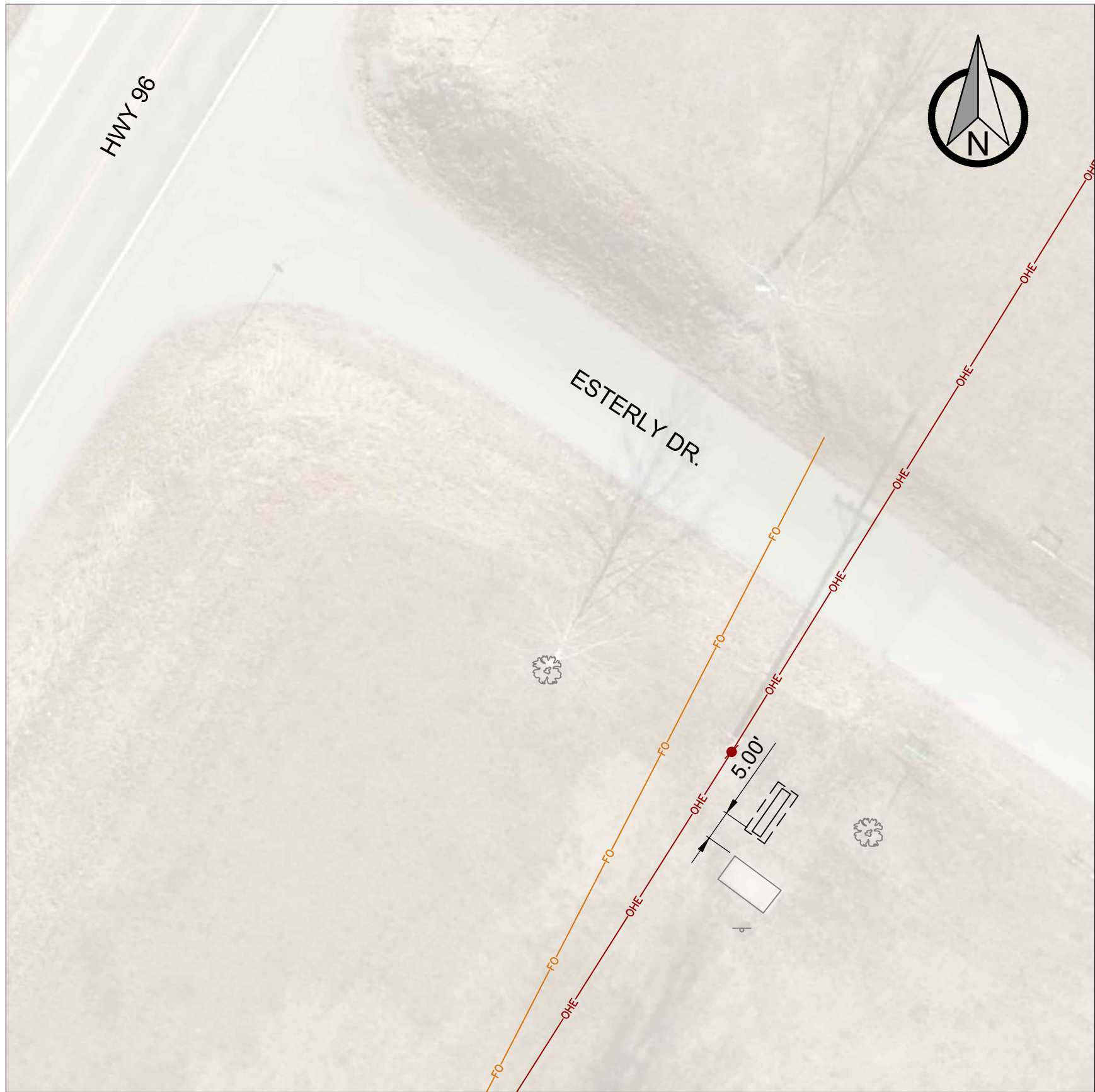
CARTHAGE, MISSOURI

REVISIONS

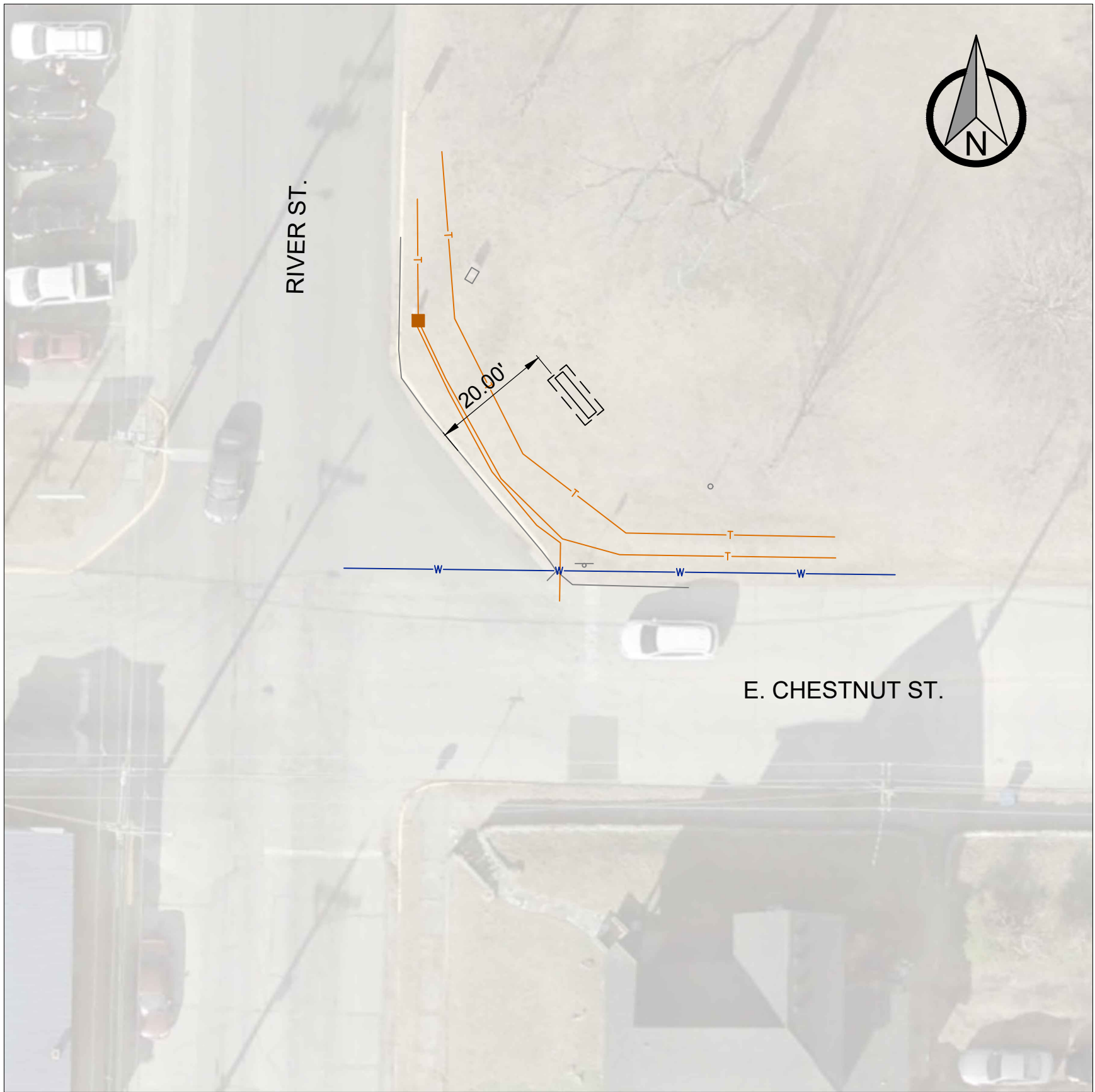
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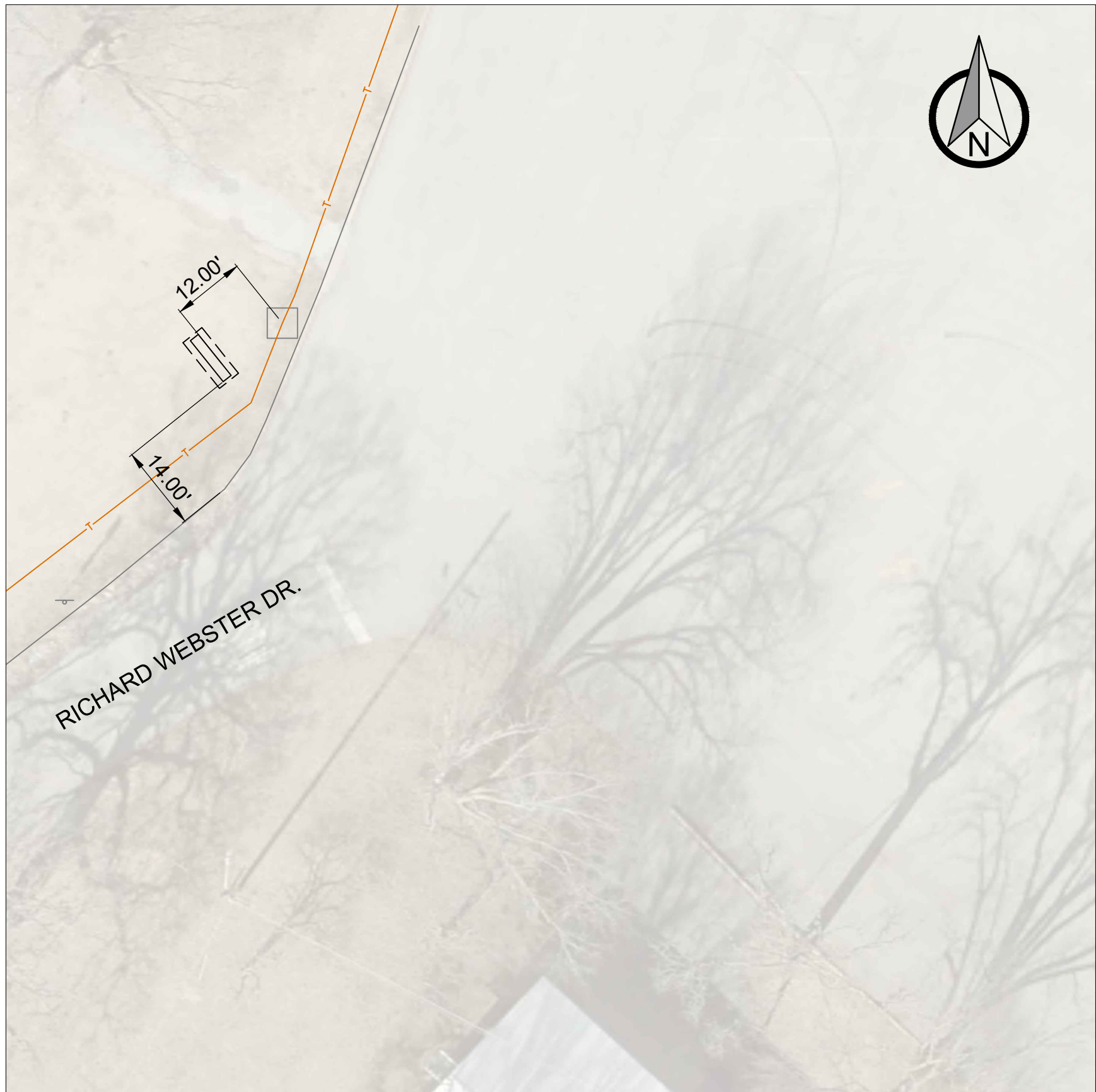
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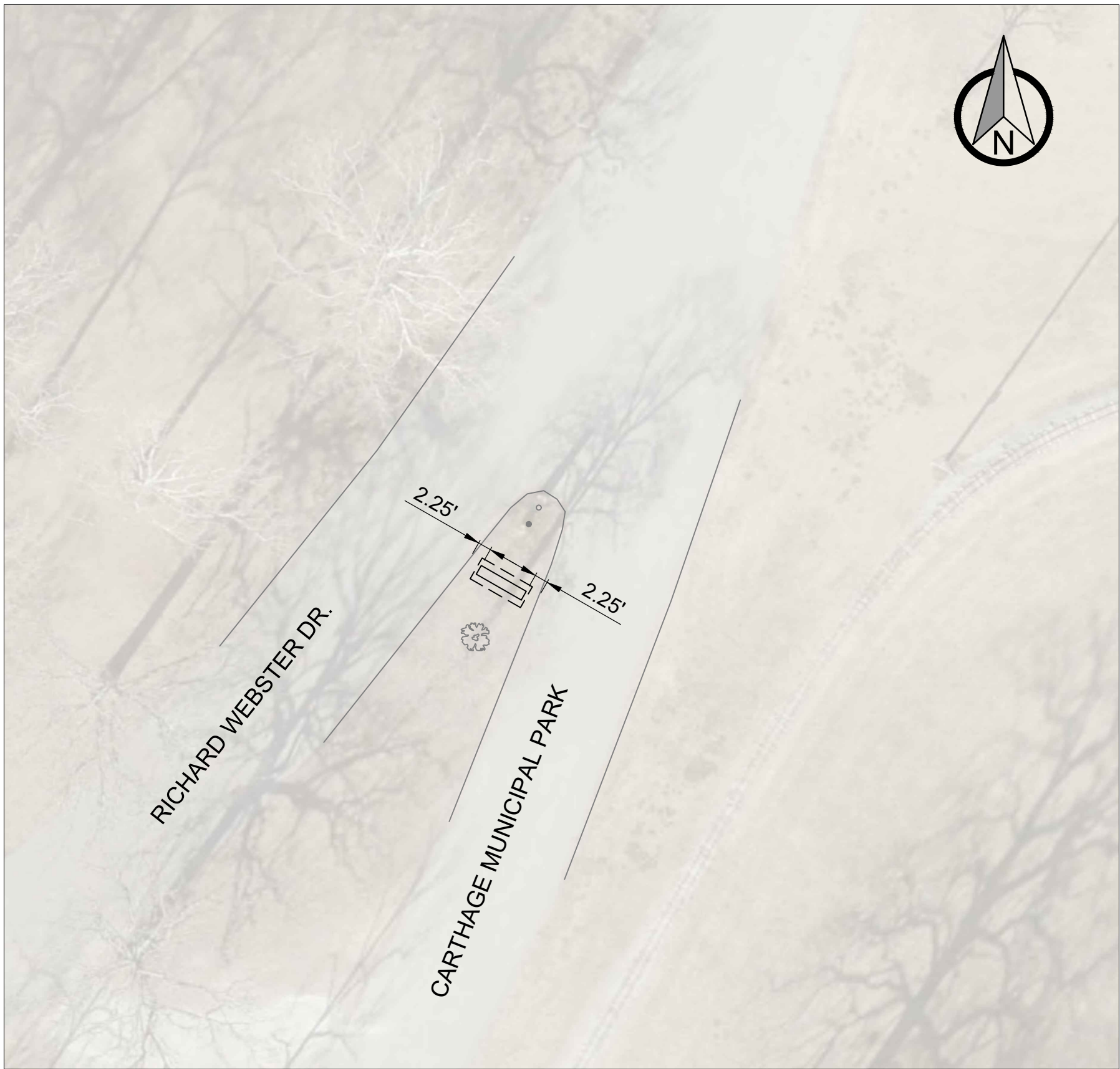
KELLOGG LAKE
20 (IN FEET) 0 10 20



CARTER PARK
20 (IN FEET) 0 10 20



MUNICIPAL GOLF COURSE
20 (IN FEET) 0 10 20



MUNICIPAL PARK
20 (IN FEET) 0 10 20



PHONE: 417-800-2500
1221 OAK ST.
CARTHAGE, MO 64836

C-3.0 SIGN PLANS

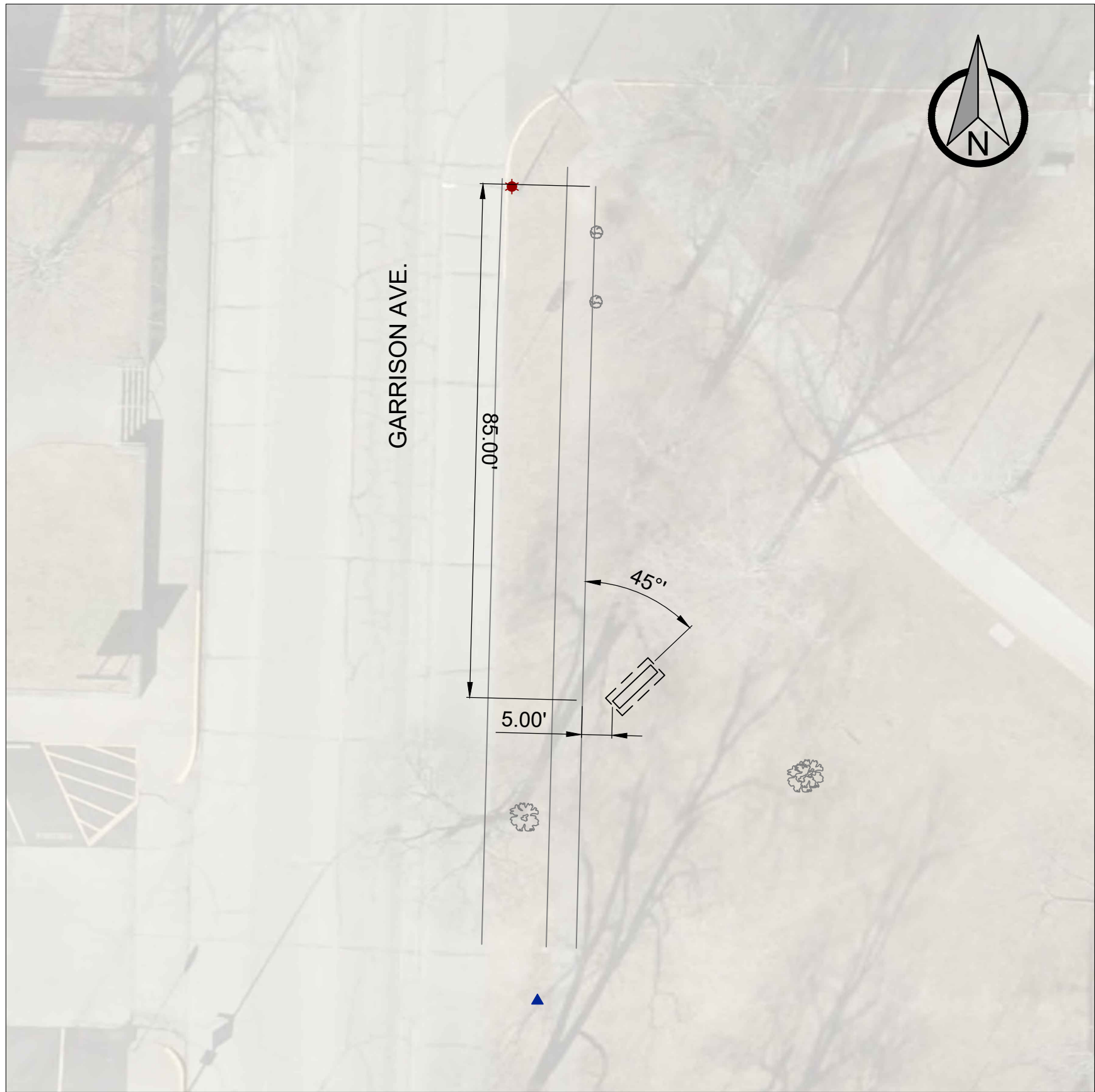
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DATE:
02/02/2024

MONUMENT SIGNS FOR CITY PARKS CARTHAGE, MISSOURI

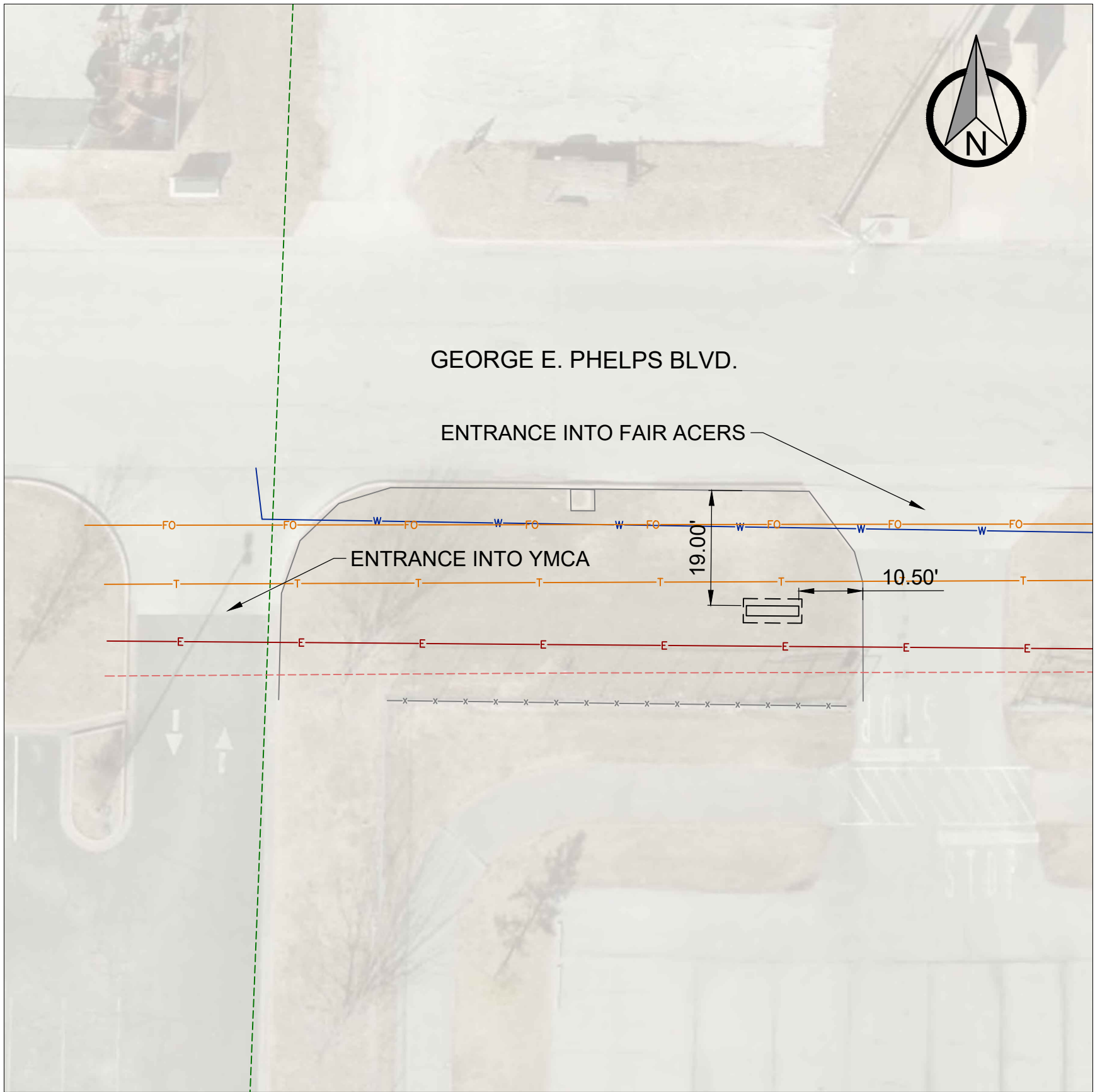
REVISIONS		
NO.	DESCRIPTION	BY DATE



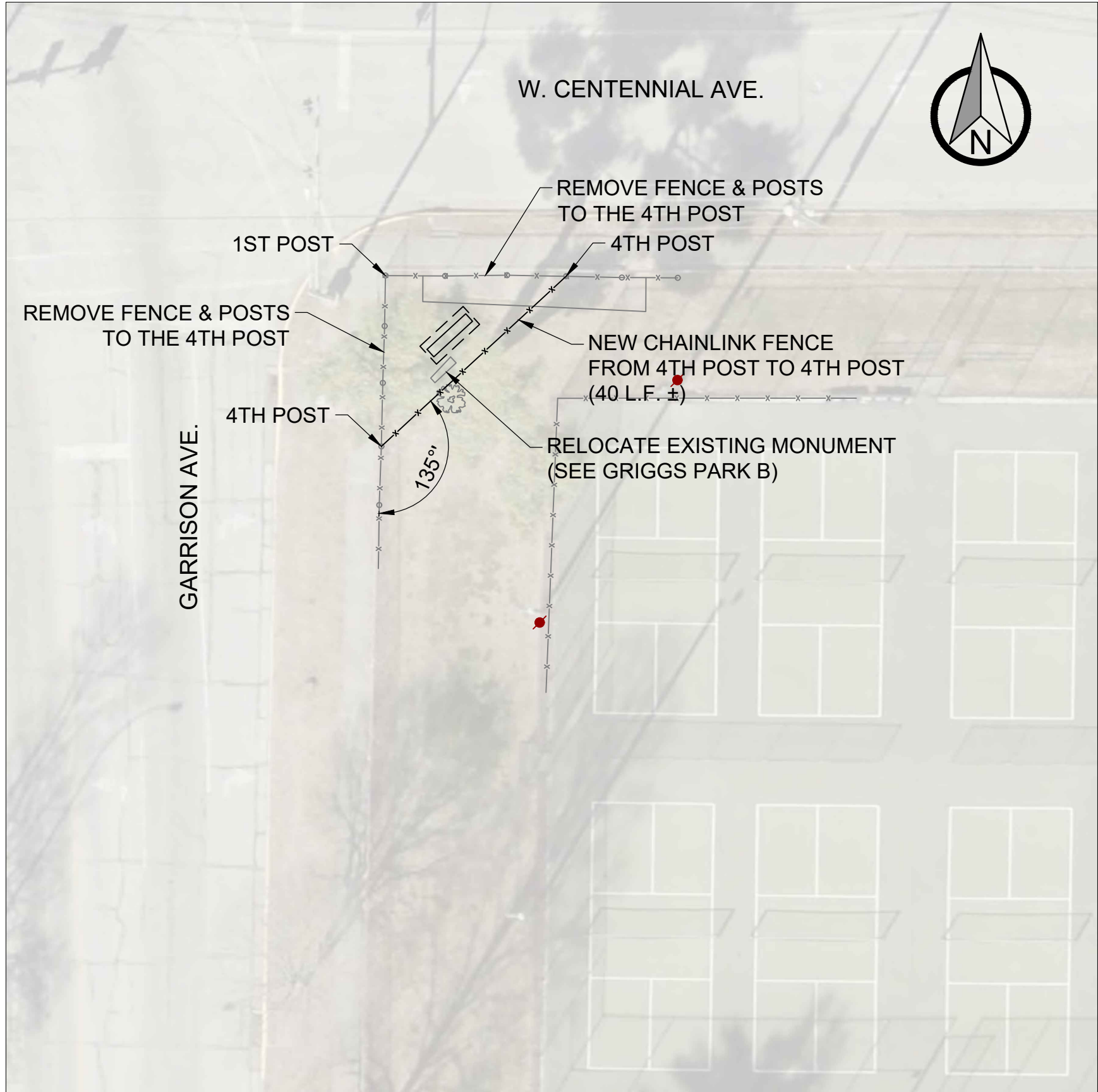
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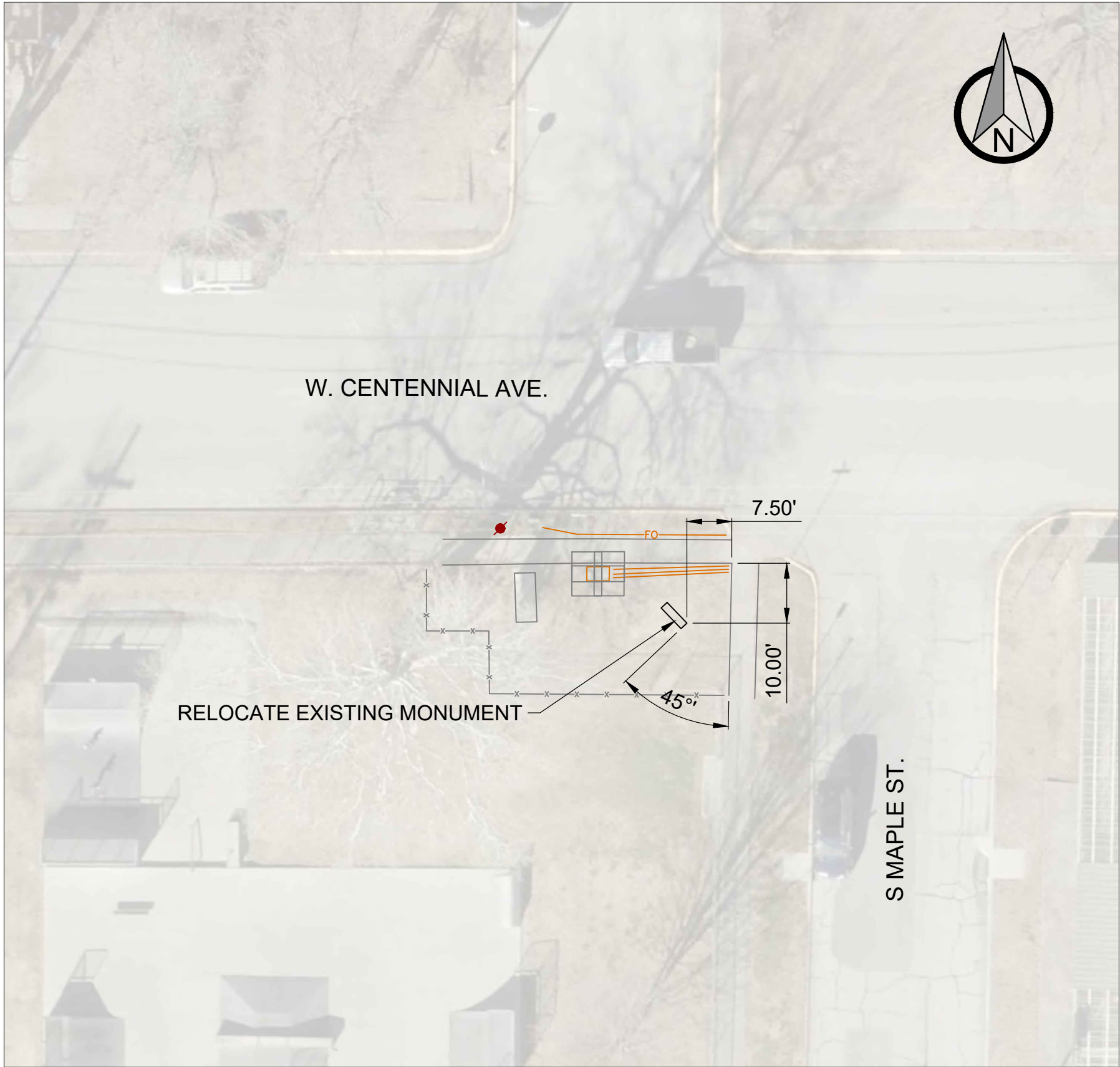
CENTRAL PARK
20 (IN FEET) 0 10 20



FAIR ACRES PARK
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GRIGGS PARK A
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GRIGGS PARK B
20 (IN FEET) 0 10 20

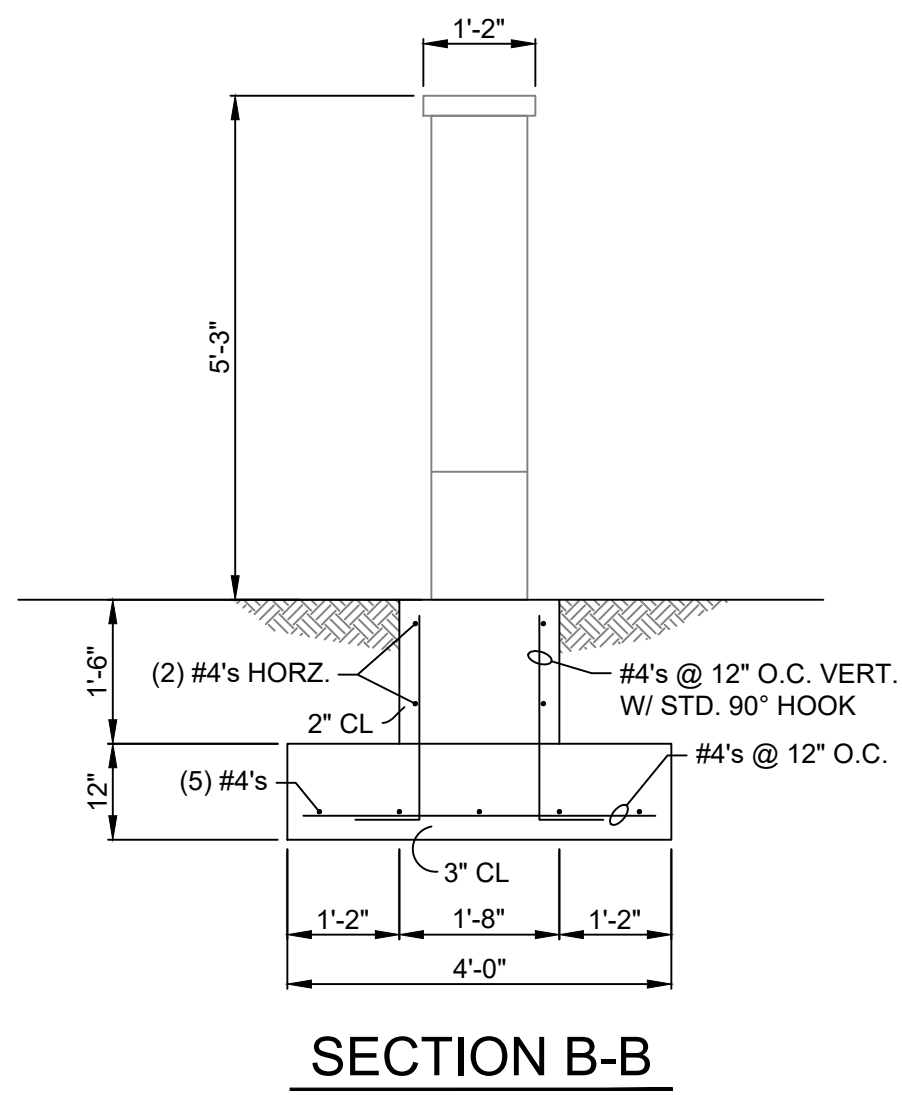
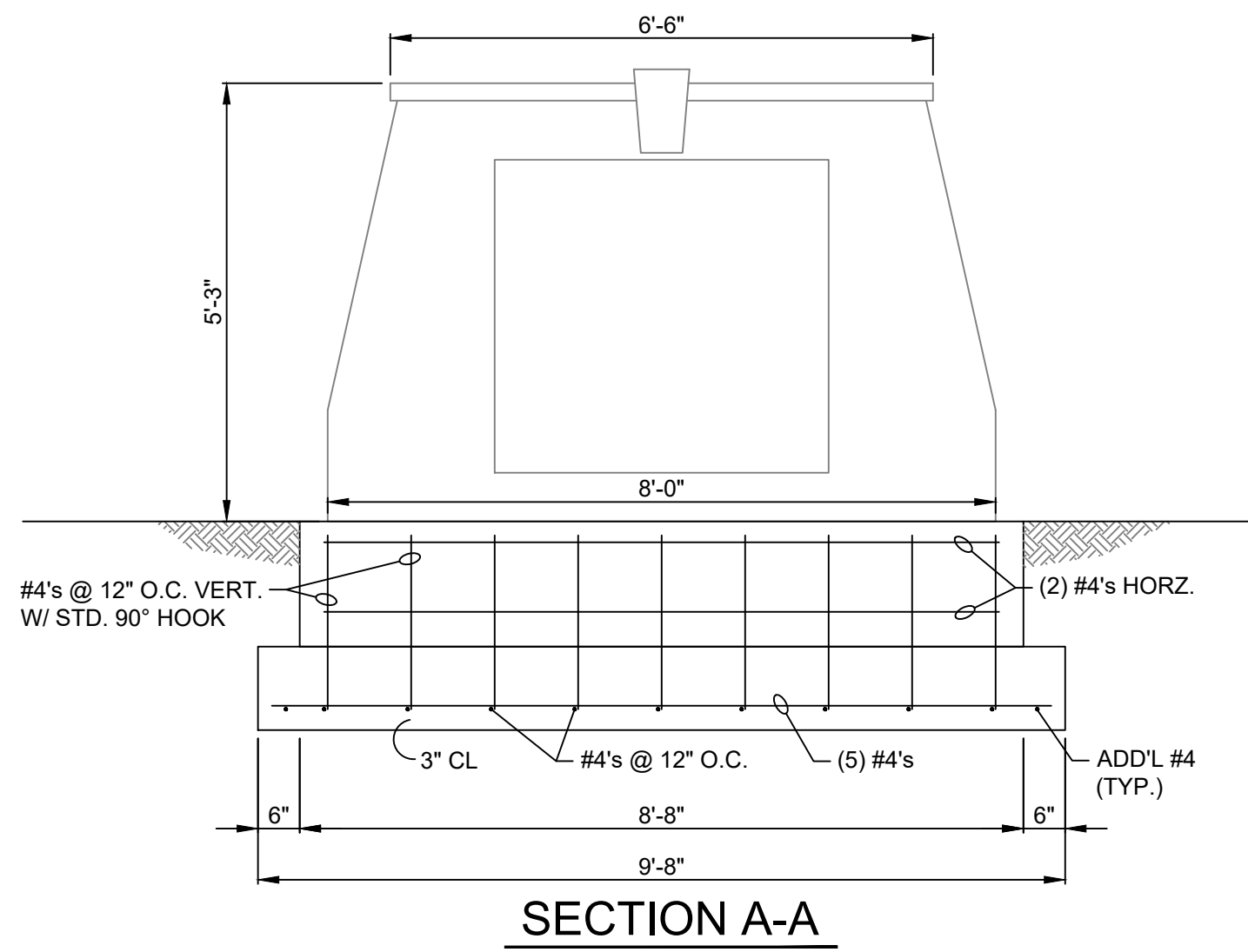
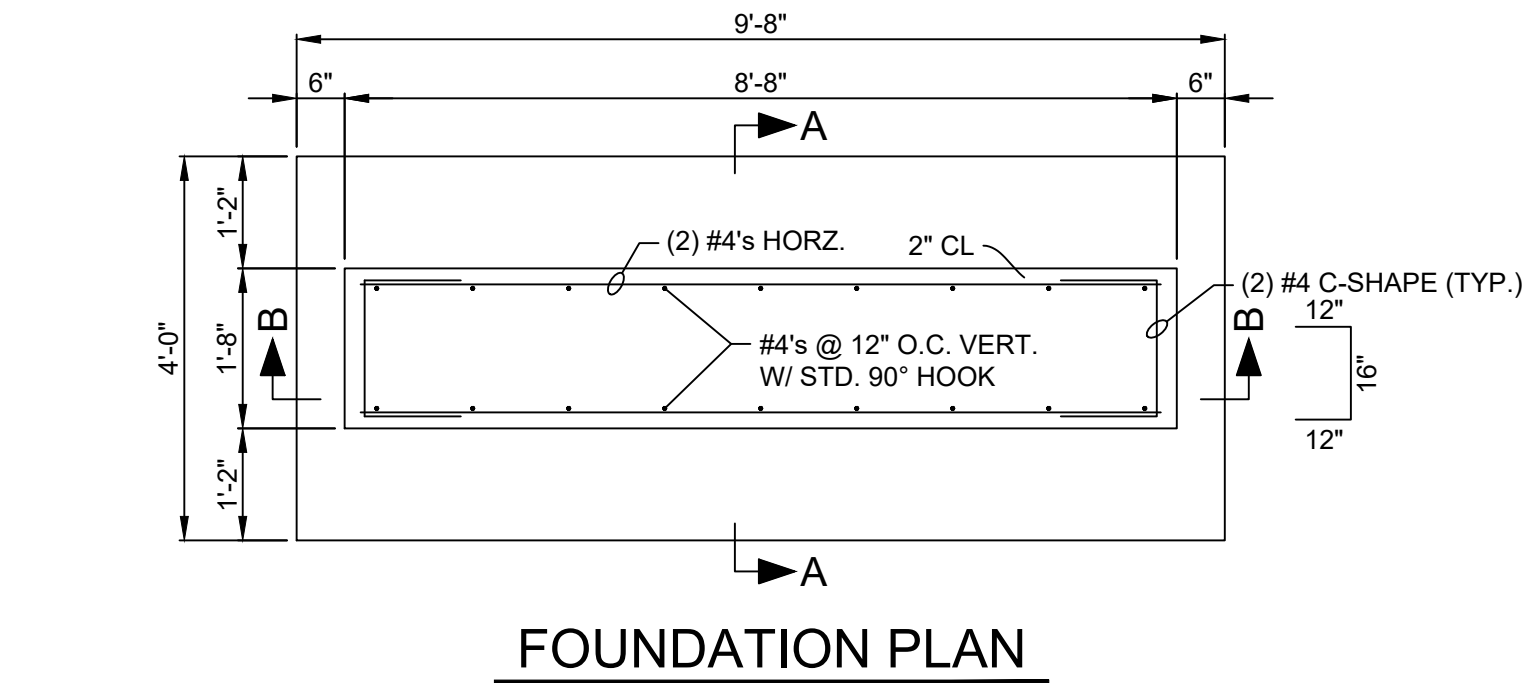


REVISIONS		BY	DATE
NO.	DESCRIPTION		

MONUMENT SIGNS
FOR CITY PARKS
CARTHAGE, MISSOURI

C-4.0
SIGN PLANS
PROJECT NUMBER:
#230068
DATE:
02/02/2024





EXAMPLE OF MONUMENT SIGN



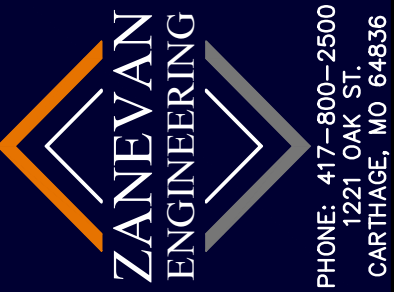
REVISIONS		BY	DATE
NO.	DESCRIPTION		

**MONUMENT SIGNS
FOR CITY PARKS**

CARTHAGE, MISSOURI

C-5.0
SIGN DETAILS

PROJECT NUMBER:
#230068
DATE:
02/02/2024



RESOLUTION NO. 2041

A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT TO THE GENERAL REVENUE FUND FOR FISCAL YEAR 2023-2024.

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2023-2024; and

WHEREAS, unanticipated expenditures are expected to exceed the original adopted budget in the General Fund and budgetary changes are necessary within this fund to provide increased appropriation levels; and

WHEREAS, the City may increase the current year adopted budget through supplemental appropriations; and

WHEREAS, the Budget Ways and Means Committee met and discussed additional appropriations at their May 13, 2024 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:

That the City hereby approves the implementation of a line item adjustment to the Police Capital Outlay line item for \$45,000.00 (replacement of police car totaled in accident) and to the Miscellaneous Revenue line item for \$30,000.00 in the General Revenue Fund.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways and Means

