



City of Carthage, Missouri

CITY COUNCIL--Amended Agenda

May 28, 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 May 14 Minutes
 - Approval of May 17 Minutes
 - Approval of May 20 Minutes
 - Approval of May 21 Minutes
- 6. Presentations/Proclamations**
- 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**
 1. Emergency Purchases
 2. Hiring Committee Report
- 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. Financial Reports
- 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. 24-25 -- 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

16. New Business

1. Discuss pursuing special general counsel or hiring a City Attorney with a possible vote on such matters

17. Mayor's Appointments

1. Board Liaison's
2. Temporary Appointment of Lauber Municipal Law

18. Resolutions

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

CITY COUNCIL

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

MINUTES

The Carthage City Council met in regular session on the above date in Council Chambers at 06:30 PM with Mayor Dan Rife presiding. Deputy Fire Chief Jason Martin gave the invocation. Police Chief Bill Hawkins 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, and Jana Schramm. City Administrator Greg Dagnan was also present.

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

Mr. Snow made a motion, seconded by Mr. Peterson, to approve the minutes of the April 29 and May 10, 2024, Special Council Meetings.

Ms. Schramm made a motion, seconded by Ms. Cossey, to amend the minutes of April 29 meeting. At the end of the meeting, the minutes state that the meeting was adjourned and it was not adjourned properly so it needs to state that the meeting was left open. Motion carried.

Ms. Cossey made a motion, seconded by Mr. Peterson, to amend the minutes from April 29 to include a statement from Mr. Dagnan prior to Ms. Cossey's motion to put out and RFP to advertise for an independent municipal law firm. The minutes need to state that Mr. Dagnan said an independent municipal law firm could not be hired without an RFP per the purchasing policy.

Motion to approve the amended minutes carried unanimously.

Mayor Rife presented a state of emergency proclamation for the storm damage. Mr. Snow asked if there was a length of time on it and Mayor Rife stated it would be in effect until the storm damage was cleaned up. Mr. Dagnan stated that they are keeping it open until the Governor declares a state of emergency for Jasper County.

During Citizen's Participation, Regina Shank 510 Belle Air Place, wanted to speak peace, she read a bible verse and prayed that the city could come to reconciliation soon.

Jackie Boyer, 1184 S Main St., spoke on the state of Kellogg Lake Park. It has a lot of work that needs done prior to the Kids Fishing Day event that is on June 8. She asked why the volunteers she had to help clean were told they had to sign in at the parks office, when other volunteers didn't have to sign in. On another issue, she said that the City Administrator is acting as a Manager and the Mayor is not following the Charter, she believes that the Mayor's only function at this point is protecting the administrator. She also asked about various department head positions and asked if resumes were solicited for them or not because she has never seen any.

Bill Scheerer, 423 E 13th St, spoke on the council members recent actions and how it violated the code of ethics. He read section 2-521 – Declarations of policy, and 2-528 – Prohibition of interference. He also read section 2-531 – Sanctions. He also stated that he believes some council members are getting their orders from the elites of the town and that nothing has been accomplished in one month. He also mentioned that the budget meeting the prior night went well and was conducted how a meeting should be.

TJ Teed, 615 Airport Drive, he is also a former city council member. He said he has watched the last several meetings as the council has violated the charter, misled the city, and tarnished the reputation that Carthage once had. He believes every council meeting is creating negative press about Carthage. When he was on council and served with numerous others and 2 Mayors, they got things done and they were respectful even if they didn't agree. He believes there will be a mass exodus of employees if the council continues attempting to remove Mr. Dagnan and Mayor Rife. He stated that the majority of the City stands with Mayor Rife and the employees. He also asked for Ms. Cossey and Ms. Schramm's immediate resignations.

Julie Minor, lives off 96 Highway outside of town, she stated that she was the victim in the hit and run accident with Mark Peterson. She does not want to a part of what is going on and wants to be left alone, she also wants the council to do their job and get back to doing what is right for the city.

Mr. Snow reported that the Budget Ways and Means Committee met on May 13 and discussed the budget in detail. They heard budget requests from the departments and the budget was presented as a balanced budget, but that could change. He also reported that Ms. Cox stated that the sales and use tax were up and the marijuana tax was up from the previous month but lower than other months. They also approved a budget adjustment for a new police car that was totaled in an accident which appears in Resolution 2041. They were also presented with some bids for cameras at the police department. He stated that they did not want to go with the lowest bid, due to it having additional yearly costs. The bid they would like to go with still comes in under the budgeted amount for the project. Mr. Snow made a motion, seconded by Mr. Taylor, to accept the best bid from SMC for cameras at the police department in the amount of \$26,916.77. Motion carried. He also mentioned that there would be a special budget meeting on Wednesday May 22 at 5:30 to continue to perfect the budget.

Ms. Cossey reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. She also mentioned that the committee tabled the media policy and the ethics policy indefinitely. They also approved to forward the council bill for financial software to the full council.

Ms. Heckmaster reported that the Public Safety Committee is between meetings with the next meeting scheduled for May 20.

Mr. Edge reported the Public Services Committee is between meetings with the next meeting scheduled for May 21.

Mr. Taylor reported that the Public Works Committee cancelled the May meeting due to lack of business. The next meeting is scheduled for June 4.

Special Committee and Board Liaison reports were given by Mr. Peterson for the Kellogg Lake Board.

Mayor Rife reported on the storm damage clean up and thanked all the departments for their work. He also reported that the budget process is going smoothly this year.

During Remarks from Council Members, Ms. Cossey asked about State emergency funds for the clean-up. Mayor Rife stated that they are waiting for the declaration from the Governor for Jasper County but we have been in contact with emergency management so if there are funds available, we would be trying to get some. Ms. Cossey asked who is responsible for the emergency management stuff and Mayor Rife stated that the Fire Chief is the Emergency Management Director.

Mr. Snow thanked the budget committee for their time at the previous nights meeting because it went past 9:30. Thanks from all were extended to all departments of the city for their cleanup after the storm. Ms. Heckmaster asked if Abi could provide an explanation of what could be done to help get the lake ready for Kids Fishing Day and thanked Regina for her lovely words. Ms. Leece said she had a lot to say, but after Regina spoke, she changed her mind and want to show love and pray, she was also happy to hear about the budget meeting going smoothly. She also believes that this group can work together and move forward. Mr. Peterson reiterated what Jackie Boyer said about the lake cleanup and hopes to get it ready in time for Kids Fishing Day. Mr. Taylor told a story about George Stines and Elvis from CW&EP helping one of his neighbors who is on a limited income, get her power back on and charging very little for it. He also thanked the street department for continuing their limb pick up.

Police Chief Bill Hawkins reported that the budget meeting went well and that he is thankful for the budget adjustment for the car replacement.

Deputy Fire Chief Jason Marting reported that the National Weather Service did declare that an EF1 tornado touched down around Dyno and went to Municipal park and then there were straight lines winds into town. There were 7 houses with catastrophic damage, and that they have applied for funds from the state and feds and hope to at least get a portion of the money back for cleanup efforts. He also reported that some volunteer groups have come in and helped and then they relocate to some other city, they believe about 40 residents still need help cleaning up.

Parks and Recreation Director Abi Almandinger reported that Municipal and Central Park, as well as the Golf course received substantial damage, Kellogg Lake had more minor damage. There were volunteers to help clean up Central Park and patrons of the golf course helped clean up the course. The groups that volunteered were told to help residents first, she had mentioned to Jackie Boyer that the event at Kellogg may have to be postponed. The Christian Aid that Jackie was talking about, told Ms. Almandinger that they helped private residents and not city property. There have been lots of promises for help and a lot of them fell through. They did get waivers put in place for volunteers, there are lots of events happening at the parks and they have been working with them to relocate them or reschedule. The parks staff has been working a lot and Kellogg Lake was not the highest on the priority list at that time.

City Administrator Greg Dagnan reported that he and the HR Coordinator have looked at the RFP's for City Attorneys and that the Mayor has created a committee to interview the applicants. He also mentioned that the budget is the one thing that every department and council member is involved with creating.

The Committee on Claims filed a report in the amount of \$801,734.40 against the following funds: General Revenue \$170,534.41, Public Health \$964.63, Lodging \$23,379.97, Public Safety \$29,130.00, Parks/Stormwater \$74,279.74, Golf \$22,231.47, Capital Improvements \$103,302.28, Myers Park \$7,953.00, Use Tax \$45,646.40, Public Facilities \$8,666.64, Public Library \$25,000.00, and Payroll \$290,645.86. Ms. Cossey made a motion, seconded by Mr. Snow, to accept the report and allow the claims. Motion carried.

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 placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Taylor, Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. The Council Bill was approved and numbered Ordinance 24-26.

Discuss law firm options for opinion on City Administrator removal. Ms. Cossey made a motion, seconded by Mr. Peterson, to table this indefinitely until called back by the council. Motion carried.

Under New business, 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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

Mr. Snow made a motion, seconded by Mr. Peterson, to approve Resolution 2041 -- A Resolution authorizing a supplemental budget adjustment to the General Revenue Fund for Fiscal Year 2023-2024. Resolution 2041 was adopted after a roll call vote of 9 yeas and 0 nays. Ayes: Taylor, Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm.

During closing comments, Mr. Snow congratulated Ms. Almandinger, Mr. Carney, and Mr. Huntley's kids who recently graduated from Carthage High School.

Ms. Leece made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:48 p.m.



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

May 17, 2024 – 4:00 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=SKSRUuABZ1Y>

The Carthage City Council met in a special session on the above date in Council Chambers at 4:00 PM with Mayor Dan Rife presiding. Deputy Fire Chief Jason Martin 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, Deputy Fire Chief Jason Martin, Parks and Recreation Director Abi Almandinger, and City Clerk Miranda Deal.

Also present was Chris Thornton, Counsel for the Mayor, and Paul Martin, Counsel for the City Council for impeachment proceedings.

Prior to new business, Mayor Rife asked Mayor Pro Tem Alan Snow to take over since the business on the agenda involves him.

Under New Business, Ms. Cossey made a motion, seconded by Ms. Heckmaster to consider the hiring of a hearing officer with the resolution. Motion carried.

Resolution 2042 was read and Ms. Cossey asked for Paul Martin to come up and explain the resolution and what it is about.

Paul Martin came up and gave some background information about himself and stated that the resolution gets the impeachment process started. He stated that had sent out a new resolution and bill of impeachment to make a few changes after speaking with an attorney from Lauber that had contacted him regarding the impeachment. The new substitute resolution removes the second section four that was listed that spoke on suspending the Mayor, it also adds a tenth charge on the bill of impeachment for entering into a contract without council approval.

Ms. Cossey made a motion, seconded by Mr. Peterson, to replace 2042 with the substitute resolution 2042. Motion carried with 7 yeas and 1 nay. Ayes: Peterson, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. Nay: Taylor

Mr. Taylor asked questions about the conflicts of interest with certain charges listed and a few council members and also asked about the 24 hour notice for changing the resolution.

Paul Martin explained the process of the impeachment and all that would happen after the resolution is passed. The hearing would be like a trial, he would be there to prosecute and the Mayor's attorney, Chris Thornton, would be defending. He was unsure on how long the hearing would take, hopefully it can be done in a few hours, otherwise, it could be continued to the next day or another date set by the council. There will be a court recorder to get everything on the record in case the Mayor goes to appeal the decision of the council at the end of the hearing. He also explained that the council would have to decide the next steps after the hearing, whether it is removal, discipline, or nothing at all. He asked that charges not be discussed at today's meeting, that will be done at the hearing.

Ms. Cossey made a motion, seconded by Mr. Peterson, to adopt Substitute Resolution 2042 and the substitute bill of impeachment, the resolution also includes hiring Timothy Engelmeyer to be the Hearing Officer for the hearing. Substitute Resolution 2042 – A Resolution concerning the removal of Dan Rife from the office of Mayor of the City of Carthage was adopted by a roll call vote of 7 yeas and 1 nay. Ayes: Peterson, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. Nay: Taylor

Chris Thornton, Mayor Rife's attorney, raised a point of order and stated that Mayor Rife is invoking his right to veto this resolution under section 4.7 of the City Charter. That veto is binding until overridden by the council.

Paul Martin read section 4.7 from the City Charter. Section 4.7 – Mayor may veto expenditure resolutions and orders was read as follows: The Mayor shall also have the power to veto any resolution or order of the Council which calls for or contemplates the expenditure of the revenues of the City. Such vetoes shall be noted on the journal of the Council, and shall be effective and binding unless the council, at a subsequent session thereof, general or special, shall pass said resolution or order by a vote of three-fourths of all the members elected to the Council.

Ms. Cossey stated that she believes that the Mayor can't rule on something in which he has a personal interest.

Mr. Thornton stated that the Charter says what it says and it's applicable as it's applicable as the case may be, he said if they would like to go to a court and challenge that, they can. Ms. Cossey stated she just wanted time to check the ordinances to see what is in there, Mr. Thornton stated the ordinances don't matter, this was a charter matter. She claims that if it is further developed in the ordinances and the ordinances don't conflict with the charter, she believes that the Mayor does not have a right to veto. Mr. Martin stated that the inclusion of the Engelmeyer contract contemplates the expenditure of City funds, charter section 4.7 does apply. Mr. Thornton stated that the whole resolution contemplates the expenditures of city funds and as it stands, the resolution has been vetoed.

Mr. Martin asked council on behalf of the Mayor if they wanted to take action on something that the Mayor has a personal interest in since according to section 105 of the state statutes, it would be a crime to do so. He recommended that the council motion and vote to exclude the Engelmeyer contract. Ms. Cossey made a motion to exclude the hiring of Mr. Engelmeyer as the hearing officer. Mr. Edge brought up that the veto wasn't just for that part of the resolution, Mr. Thornton said the entire resolution has been vetoed by the Mayor.

Mr. Martin said the only other option is to have another meeting to vote to overrule the Mayor's veto. Ms. Cossey asked questions on the next steps regarding overruling the veto and scheduling the hearing in accordance with the sunshine law.

Mr. Thornton asked Mr. Martin if he was acting as the city's municipal attorney or if he was special prosecutor. Mr. Martin stated that he was the City's lawyer for this process and the special prosecutor. Mr. Thornton asked if he was acting on behalf of the city as a general attorney, Mr. Martin stated that he does not know where the line begins and ends. Ms. Cossey states that he was hired as special general counsel, Mr. Thornton stated that is not what was on the ordinance that he read.

Ms. Cossey made a motion, seconded by Ms. Heckmaster, to have a special council meeting to consider overriding the Mayor's veto. During discussion, dates and times were discussed. Ms. Cossey proposed to have the meeting on Monday evening at 6:30.

Ms. Cossey made a motion, seconded by Ms. Heckmaster, to have a special council meeting on Monday May 20 at 6:30. Motion carried.

Ms. Cossey made a motion, seconded by Ms. Heckmaster, to adjourn the special council meeting. Motion carried and meeting adjourned at 4:40 pm.



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

May 20, 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=9yrNb9UIXFo>

The Carthage City Council met in a special session on the above date in Council Chambers at 6:30 PM with Mayor Dan Rife presiding. Deputy Fire Chief Jason Martin gave the invocation. Police Chief Bill Hawkins 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, and Jana Schramm. City Administrator Greg Dagnan was present.

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

Also present was Paul Martin, Counsel for the City Council for impeachment proceedings.

Pursuant to the terms of the charter, the council shall cause the objections of the Mayor to be entered into the journal and proceed at it's convenience to consider the question pending which shall be in the form "shall substitute resolution 2042 pass? The objection thereto notwithstanding" The Mayor stated his objections to the resolution are as follows:

a) I do not believe that the efforts of some members of the Council to remove Mr. Dagnan as City Administrator and me as the Mayor of Carthage, duly elected by the citizens, are in the best interests of the City or its citizens.

b) I believe that the efforts of some members of the Council to remove me from the Office of Mayor of Carthage Missouri are an attempt to retaliate against me, the City and its staff for upholding the interests of the Public against a small group of citizens motivated by more personal interests.

c) I do not believe Substitute Resolution 2042 is in the best interests of the citizens of Carthage, Missouri. I do not believe the expenditure of scarce public resources on political drama at the request of a few councilmembers with, at best, questionable motives, is wise. I strongly recommend that the Council consider the financial implications to the City of the actions they are taking. I will not approve any such expenditures until such time as I am convinced that they are in the best interests of and promote the general welfare of the Citizens of Carthage, Missouri whom it is my honor to represent.

Mayor Rife asked Mr. Snow to take over since the question at hand is about him and his office.

The resolution being reconsidered was read aloud by City Clerk Miranda Deal.

Reconsideration of Substitute Resolution 2042 – A Resolution concerning the removal of Dan Rife from the office of Mayor of the City of Carthage.

Ms. Cossey called a point of order to challenge Mayor Rife's veto of Resolution 2042 and asked for Paul Martin to explain.

Mr. Martin claims that the veto violates law and parliamentary procedure. He stated that section 105.452 of the Revised Statutes of Missouri declares that no elected official of any political subdivision shall favorably act on any matter that is so specifically designed as to provide a special monetary benefit to such official. The statute goes on to define special monetary benefit as a benefit that is unique to the office holder, and the Mayor acknowledged, this is his office, and the salary that comes with it is unique to this office. Further in the statute it states that such officials must recuse themselves from acting. He went to a different part of the statute that states no such official shall act in any capacity in which he is lawfully empowered to act by reason of any receipt of anything of actual pecuniary value made or received in relationship to the performance of an official act. By vetoing the resolution to establish impeachment procedures and to remove Mr. Rife from the office of Mayor, that means he would lose the emoluments of that office, including the salary, so he has definitely acted to preserve his own pecuniary benefit. He also brought to the Councils attention to the charter under section 4.1, which says the Mayor has the right to vote in a tie of the council, but it goes on to say that the Mayor "shall have no such power to vote in cases in which he is an interested party". He also read section 2-521 from the City Code, that section states that "the public judges its government by the way the members of its city council, mayor and its appointed officials conduct themselves in the post to which they are elected. The public has a right to expect that each such officer's conduct will tend to preserve public confidence in and respect for the government of the City of Carthage. To obtain these goals, it is important that they mayor, each member of the city council and the appointed officials of the City of Carthage will uniformly: (1) Treat all citizens with courtesy, impartiality, fairness and equality under the law; and (2) Avoid both actual and potential conflict between their private self-interest and the public interest." Mr. Martin stated the common item between these two laws is that if you have a personal interest in public matter, you are supposed to refrain from it and that is specifically included in 105.452.

Mr. Martin explained the purpose of a point of order. A point of order is a motion by a member of the body to challenge what they contend to be an error made by a presiding officer. Last Friday, the mayor correctly stepped down as the chair. Once he made himself unavailable to act on the resolution, he has effectively let go of his mayoral authority and the person who takes over, the president pro tem. As a parliamentary manner, the only person who could have vetoed the resolution was the president pro tem. He stated that he believes that the council more than justified in raising the point of order on whether or not the mayor's veto is valid or void. If it is valid, they would need to do the override vote, if it is void, the resolution would stand.

Mr. Taylor asked about the conflicts of interest within the impeachment reasons and certain council members. Mr. Martin stated the resolution is to get the process started.

Mr. Martin brought up a hearing date, he suggested scheduling the hearing to begin on June 5. He also brought up lawsuits getting filed in these circumstances. He mentioned that if the mayor decided to file a lawsuit to challenge the rejection of his veto, if that is what the council

does, it would lead to delay. He suggested passing the same impeachment authorization in the form of an ordinance at another meeting, if the resolution gets tied up in court, they could still proceed with the hearing on June 5.

Mr. Snow stated that based on the recommendation of Mr. Martin, he rules the veto invalid and resolution 2042 stands as adopted.

Ms. Leece asked about the Engelmeyer contract being separated from the resolution. Ms. Cossey stated that it was written into the resolution so it was adopted with the resolution.

Ms. Leece also asked about former council members and the older charges prior to the new council taking over. Ms. Cossey spoke on the charges, which were primarily put together by her recollection and the recent items have all been available by video. Ms. Leece asked if the impeachment was a way to take back the votes that current serving members made in the past. She also asked about the "and" clause and hiring MML lawyers to determine the ruling. Ms. Cossey believes that had been tabled and in her opinion she doesn't believe that is necessary to proceed. Mr. Snow explained that the resolution that was just passed will establish a hearing date and the charges will be discussed during the hearing and explained the hearing process. Ms. Leece asked Mr. Martin if he had watched any of the videos or talked to past council members, and he stated he had not watched the videos and he wasn't sure who he has talked to.

Ms. Cossey made a motion, seconded by Ms. Heckmaster, to set the hearing date for June 5.

There was discussion on the availability of council members for this date and a time that would work for all, Ms. Leece stated that she has an all day meeting that day from 8-4. There were also questions of Mr. Martin on how long this type of proceeding takes. Sometimes a few hours other times it is a few days.

Ms. Cossey made a motion to start the hearing at 8 am on June 5.

There was discussion on the timing and 8 am does not work for everyone after it had been stated that Ms. Leece was not available until after 4 that day.

Ms. Schramm made a motion to call the question, Ms. Cossey seconded. Motion carried with a vote of 6 yeas and 3 nays. Ayes: Peterson, Heckmaster, Edge, Snow, Cossey, Schramm. Nays: Taylor, Leece, Barlow

Mr. Barlow asked what was voted on, and Mr. Snow stated that the vote was to call the question and discussion ends and they get back to the motion of June 5 for the hearing date.

The motion on the floor to have the hearing for June 5 carried with a vote of 5 yeas and 4 nays. Ayes: Peterson, Heckmaster, Snow, Cossey, and Schramm. Nays: Taylor, Leece, Edge, Barlow

Ms. Cossey made a motion, seconded by Ms. Schramm, to set the starting time of the hearing for June 5 at 8 am. Motion failed with a vote of 4 yeas, 4 nays, and 1 abstain. Ayes: Peterson, Heckmaster, Cossey, Schramm. Nays: Taylor, Leece, Edge, Snow. Abstain: Barlow

Ms. Cossey made a motion, seconded by Mr. Peterson, to open discussion to determine a good time to start.

Ms. Leece stated 4 pm, Ms. Schramm asked Mr. Martin if it is possible to conclude the hearing in the same evening, he said it is possible but it may be a late night.

Mr. Taylor made a motion, seconded by Mr. Barlow to begin the hearing at 4 pm on June 5. Motion carried unanimously.

Mr. Peterson made a motion, seconded by Ms. Leece, to adjourn the special council meeting. Motion carried and meeting adjourned at 7:02 pm.



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

May 21, 2024 – 7:00 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=Dm7SsSZXJbs>

The Carthage City Council met in a special session on the above date in Council Chambers at 7:00 PM with Mayor Dan Rife presiding. Deputy Fire Chief Jason Martin gave the invocation. Police Chief Bill Hawkins 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, and Jana Schramm. City Administrator Greg Dagnan was present.

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

The first item under new business was discussed at the May 20, 2024 meeting and a hearing date of June 5 at 4 pm was set.

C.B. 24-27 – Ordinance concerning the removal of Dan Rife from the office of Mayor of the City of Carthage was read for a first time.

Ms. Cossey asked if Mayor Rife would allow Mr. Snow to take over since the Council Bill involves him. Mayor Rife returned to the audience.

During discussion of the council bill, Ms. Cossey stated that the date and time in the council bill needed to be changed to what was voted on the previous night. Ms. Cossey made a motion, seconded by Ms. Schramm, to change the date in the council bill for the hearing to begin June 5 at 4 pm and to open discussion for a continuation date and time. Motion carried with 8 yeas and 1 nay. Ayes: Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. Nay: Taylor

Discussion was opened to discuss continuing the hearing to June 6 and determining a time.

Ms. Leece made a motion to table the June 5 hearing date until training and an attorney is in place. Mr. Taylor seconded the motion.

Ms. Cossey argued that they have tried getting general counsel but it was blocked by the mayor. There is a committee to start interviewing candidates later this week for the city attorney position. Ms. Leece feels like things are being rushed and there is no city attorney for the council members to talk to about the impeachment proceedings. Ms. Cossey stated that

Mr. Dagnan lied about needing RFP's for general counsel, and counsel is not required to have an RFP according to the purchasing policy. There were discussions on the process of getting a city attorney. Mr. Edge stated that he agrees with Ms. Leece in the fact that having legal representation would be beneficial.

Back to the motion made by Ms. Leece, motion failed by a vote of 3 yeas and 6 nays. Ayes: Taylor, Leece, and Edge. Nays: Peterson, Heckmaster, Snow, Barlow, Cossey, Schramm

Back to the discussion of a continuation date, Ms. Schramm made a motion, seconded by Ms. Cossey to amend section 4 of the ordinance and continue to June 6 at 4 pm. Motion carried by a vote of 8 yeas and 1 nay. Ayes: Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey and Schramm. Nays: Taylor

Ms. Cossey made a motion, seconded by Ms. Schramm, to forward Council Bill 24-27 to second reading due to having the emergency language stated in the council bill.

Ms. Leece asked what constitutes an emergency ordinance. Ms. Cossey stated that a council can request that something be considered as an emergency and go to second reading the same night it is presented. There is no language that determines what is an emergency, it is up to the council to decide if it is an emergency. Mr. Snow brought up the LIME scooter ordinance that was presented as an emergency due to time constraints, Ms. Leece doesn't understand what the rush is on this council bill. Mr. Snow stated that the hearing is June 5 so this would be a time constraint.

The vote to forward to second reading passed by a vote of 7 yeas and 2 nays. Ayes: Peterson, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. Nays: Taylor and Leece.

Mr. Taylor mentioned that an attorney he spoke with stated that to forward the council bill as an emergency ordinance it needs a unanimous vote. Ms. Cossey asked where in the ordinances it says that. Mr. Taylor stated that he spoke with Nathan Nickolaus and if they wanted to call him and talk to him about it they could.

C.B. 24-47 -- Ordinance concerning the removal of Dan Rife from the office of Mayor of the City of Carthage was read for a second time followed by a roll call vote of 7 yeas and 2 nays. Ayes: Peterson, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. Nays: Taylor and Leece. The Council Bill was approved and numbered Ordinance 24-27.

Under Resolutions, the Amendment to the bill of impeachment set out in substituted Resolution 2042 to add a new paragraph, to state, "On May 17, 2024, at a special council meeting to consider Resolution Number 2042 concerning his impeachment, Mayor Rife vacated the chair because of his conflict of interest on the question. After the resolution was amended and adopted by the Carthage City Council, Mayor Rife acted to veto the resolution, despite his conflict of interest, and so violated Subsections 1 and 4 of Section 105.452.1 of the Revised Statutes of Missouri and Section 4.1 of the Carthage City Charter and Section 2-521(2) of the General Ordinances of the City of Carthage."

Ms. Cossey made a motion, seconded by Ms. Heckmaster, to adopt the amendment to Resolution 2042.

Ms. Leece asked what the conflict of interest was, she remembered the lawyer saying financial gain, but she didn't believe that the salary was part of it. Ms. Cossey stated that there was a

definite violation of section 2-521 (2) of the code. Ms. Leece stated that she does not want to vote to change something on an item she doesn't believe in anyways.

Mr. Edge stated that on the statute item, he is not convinced that that is actually the case and since it is lumped in there, he does not want to vote for it. He is concerned on the statute part.

Mr. Edge made a motion, seconded by Ms. Cossey to remove subsections 1 & 4 of 105.452.1 of the revised statutes of Missouri from the amendment to the resolution. Motion carried with a vote of 8 yeas and 1 nay. Ayes: Peterson, Leece, Heckmaster, Edge, Snow, Barlow, Cossey and Schramm. Nay: Taylor.

Back to the motion of adopting the amendment of Resolution 2042. Motion to adopt the amended amendment to Resolution 2042 carried by a vote of 7 yeas and 2 nays. Ayes: Peterson, Heckmaster, Edge, Snow, Barlow, Cossey, and Schramm. Nays: Taylor and Leece.

Ms. Cossey made a motion, seconded by Ms. Heckmaster, to adjourn the special council meeting. Motion carried and meeting adjourned at 7:35 pm.



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

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

MINUTES

1. Call to Order

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

OTHER COUNCIL MEMBERS: Jana Schramm

STAFF PRESENT: City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, Administrative Assistant Dorothy Weber, Parks Director Abi Almandinger, Fire Chief Ryan Huntley, Police Chief Bill Hawkins, Street Superintendent Josiah Bayless and Tourism Director Jen Kirby.

Chairman Snow called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of April 23, 2024 Minutes

ACTION: Motion to approve May 13, 2024, minutes by Chairman Snow ; second by Terri Heckmaster

Motion with a 4:0

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

NOES: None

ABSTAIN: None

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

Chairman Snow started the meeting by explaining the budget meeting process to the new members of the committee. Mr. Snow stated that the budget was \$25,915,000.00 budgeted, and we had \$24,106,000.00 budgeted revenue and that something would need to be cut. Traci explained that the majority of the USE tax had a deficit and that we don't have as much coming in next year and that Myers Park loss is actually a carry over. Traci explained that we have a balanced budget with the exception of Fire because of the 3 new employees. The public safety grant has a deficit because the city doesn't budget for grants or anticipated donations. Ms. Cox stated that Public Health is not sustainable even

if you cut out all of the capital projects. Mr. Snow clarified that the city bought a street sweeper out of that account previously. Mr. Snow explained that the departments have different funds that they use. Mr. Dagnan stated that the department heads all feel like their budgets are balanced and suggested letting them talk about them. Ms. Cox explained the salary increases are 2% step and COLA is 3.2% and that health insurance was increased 10%, work comp should go down and that she put in a 30% increase across the board for insurance. Ms. Cox spoke about property taxes and sales tax. Ms. Cox stated that the marijuana tax was projected at around \$90,000 for the next fiscal year. Tax franchise was increased. Phone franchise has been decreasing each year. Cable franchise is down as well. Mr. Snow wanted to know about a tax on streaming services. Ms. Cox spoke about various grants. Mrs. Weber spoke about the taxi grant. Mr. Snow asked about the water and electric dividend and whether or not it was up. Ms. Cox said that if the rate increases then the dividend increases. Ms. Cox stated that the revenues at Memorial Hall and the Civil War museum are down. Mr. Dagnan reminded the committee that the DOR was not housed at Memorial Hall anymore and is the reason for the decrease. Ms. Cox spoke about other fund transfers. Mr. Snow spoke about the Use Tax going into general revenue. Mr. Snow asked about some of the Parks Dept line items. Ms. Cox stated that the department heads were asked to tow the line in their budgets. Ms. Cox spoke about audit and insurance prices going up due to property values going up and the need for an audit this year. Ms. Heckmaster asked which salaries were included in Admin salaries. Ms. Cox stated everyone in City Hall except for the court staff. Ms. Cox spoke about not knowing how to do the City Attorney fund due to being in-between attorneys. Mr. Dagnan informed the committee about the rfp's that the city has received for the city attorney position. Mr. Dagnan spoke about cutting the security system and HVAC replacement. Mr. Snow remarked that the attorney expenses could go up if we contract a firm instead of hiring an attorney. Mr. Dagnan talked about the tourism position being split into two positions. The PIO and Tourism director. Mr. Dagnan stated that a way to increase the tourism fund is to start charging taxes on Air BnB's and Bed and Breakfasts. The PIO and the Tourism Directors will be split 80/20 on salary. Ms. Heckmaster asked how the tourism director will track her time between the two roles. Ms. Cox stated that a line item was added for physicals in Public Works. Mr. Snow stated that he would like to revisit the access control capital project for PW in Dec because of it's importance. Ms. Cox spoke about the required bridge maintenance fund. Mr. Snow spoke about Municipal Courts funds. Mr. Dagnan spoke about how the court revenues are accounted for. Mr. Dagnan spoke about the Police Department. Ms. Cox spoke about the phone account going up due to the use of MDT's. Mr. Taylor asked for clarification on what the MDT's are. Mr. Snow asked when the city would find out what the prisoner expense rate would be and Chief Hawkins said that we went to a flat rate. Ms. Cox asked why the radio maintenance went down so much and Chief Hawkins stated that the person that took care of them passed away and they now have an in-house person to deal with the radios. Mr. Snow asked about the county wide radio project. Mr. Hawkins said that they're having a tower ground breaking in Sarcoxie later in the week. Chief Hawkins spoke about his capital projects that he moved to use tax. The PD is requesting 6 new vehicles. Chief Hawkins and Mr. Snow spoke about the taxi program and the senior center vouchers. Mr. Dagnan explained the taxi financial outlook. Mr. Snow asked about what the PD

is going to do with the surplus taxi. Chief Hawkins said that the plan for the surplus taxi is to hopefully turn it into the crime scene van. Ms. Cox spoke about adding another position to the Fire Department and some of the funds have been increased to compensate for the new position. Mr. Dagnan spoke about the 5 year employment plan for fire. Chief Huntley spoke about the storage container being the only thing in his capital budget. Chief Huntley explained replacing the FD's garage doors. Mr. Snow would like to revisit the FD's honor guard uniforms in Dec to see if they can be purchased. Chief Huntley spoke about his fire tax fund and how they use it to replace fire hoses and are planning on purchasing a new fire engine. The FD is also planning on replacing their breathing apparatuses. Chief Huntley spoke about the need to order a new ladder truck about 2 years in advance. Mr. Taylor asked about the FD's PMA program. Chief Huntley talked about Emergency Management. There are no changes in the budget this year for EM. Mr. Snow asked about the Street Department. The only change was in travel and training for the CDL training. Mr. Taylor praised the Street Department for all of their hard work darning the tornado clean up. Mr. Snow spoke about capital for streets being spent on the skid steer and grinder. Mr. Snow spoke about the sidewalk reimbursement program for citizens. Ms. Cox spoke about the parks stormwater account. She stated that it's been used for replacing box culverts to ease the flooding problems. Mr. Snow spoke about the stormwater mapping project. Mr. Snow spoke about carry over projects. Ms. Cox spoke about the Myers Park carry over project. Mr. Snow detailed the use tax account. PW spent their use tax on box culverts. Ms. Cox stated that the city has to spend the ARPA funds by 2026. Mr. Dagnan spoke about the public health fund. He stated that the grant that funds the employees for the recycling center got cut in half. He stated that the costs for the recycling is increasing. Mr. Dagnan stated that public health is fine for this year but probably not sustainable in the future and unfortunately the humane society also comes out of that fund. Mr. Snow stated that the mosquito spray and leaf pick up come out of public health. The administration and committee debated whether to lease or buy a leaf vac. Mr. Snow motioned to lease a leaf vacuum. Mr. Taylor seconded it. It passed 4-0 with Terri Heckmaster, Alan Snow, Dustin Edge and Chris Taylor all voting yes. Mr. Taylor discussed the animal control problem in Carthage with the committee and administration. The committee and administration and Chief Hawkins then discussed different ways to possibly generate revenue for the Humane Society to include increasing the fee for rabies tags and helping with labor costs when building new kennels. Mr. Snow asked about finding \$7500.00 to help with a spay and neuter clinic. Mr. Snow motioned to give the Humane Society \$7500.00 for the clinic. Mr. Snow motioned to amend the humane society contract to give them \$7500.00 for a spay and neuter clinic. Mr. Taylor seconded. It passed with a 4:0 with Mr. Taylor, Mr. Snow, Mr. Edge and Ms. Heckmaster voting yes. Mr. Snow moved on to Parks. Mr. Snow asked about the Little League and concession expenses that were added mid year. Mrs. Almandinger gave an update on how the Little League was going in it's first year and anticipated revenue and expenses. The committee and administration discussed the pool contract with the YMCA. Mr. Taylor asked about the maintenance fund. Mrs. Almandinger explained it was just for general repairs. Mrs. Almandinger explained how the Memorial Hall utilities fund will be higher this year due to a prior years budgeting mistake. Memorial Hall requested \$2500.00 for an ice maker but it was moved to Use tax. Mr. Snow explained that

the Civil War Musm will be moved under Tourism and Food Truck Friday will be moved to Parks. The committee discussed all of the Parks capital projects. Ms. Heckmaster asked about the pocket park. Mr. Snow asked about the Golf revenue being up very dramatically. Mrs. Almandinger stated that the golf course averages 400-500 more rounds of golf per month than they did this time last year. Mr. Snow asked about the pro shop revenues more than doubling. Mr. Dagnan discussed adding an employee to the golf department for maintenance for full time. Mr. Dagnan and Mrs. Almandinger spoke about lost revenue on the golf course due to the tornado damage. Mr. Snow and Mr. Dagnan talked about the golf cart lease. Mr. Edge asked how long the lease it and Ms. Cox stated it ends next year. Mrs. Almandinger then explained her capital project goals. Mr. Snow asked about pro shop renovations. Mr. Edge asked about tornado damage to the pro shop. Mr. Snow started discussing IT. Ms. Cox stated that the increase in professional fees is due to our stronghold contract but there is a decrease in the subscription fund. Ms. Cox spoke a little bit about our working relationship with Stronghold. Mr. Snow then discussed the 80/20 grant for the network and host project. Mr. Dagnan stated that the printers were cut from the budget and asked Mr. Snow to revisit that expense in Dec. Mr. Snow discussed Civil War Museum. Mr. Dagnan and Jen Kirby talked about PBS filming at the Civil War Museum for Samantha Browns Places to Love. Mr. Snow asked about the number of visitors and Ms. Heckmaster stated that the numbers were very small. Mr. Snow asked about Jen's plan for visitors. Mr. Taylor asked about items on loan for the museum and Mr. Snow stated that because of insurance issues the city decided not to do items on loan. Mr. Dagnan spoke about the lodging tax. Ms. Cox stated that there is an error in salaries in the lodging tax expenses. Mr. Snow asked about DMO funding. Mr. Dagnan stated that Ms. Kirby has reached out to the State and it looks like the City will receive the DMO again. Mr. Snow discussed Placer AI coming out of the ARPA fund. Civic Enhancement was discussed. Mr. Snow discussed CMA and Mr. Dagnan explained it. Mr. Dagnan discussed the Chamber of Commerce contract. Mr. Dagnan suggested taking out the rents to the Chamber because tourism is housed at City Hall now. He suggested going to a higher level of membership to make up the difference. Ms. Heckmaster stated that it doesn't make sense to ride it out if we're not using the space. Mr. Snow agreed with Ms. Heckmaster and suggested a higher level of membership. Shelby Baugh Bruner spoke about staffing issues at the Chamber now that the Tourism director is at City Hall and their difficulty funding the additional man hours. Ms. Baugh Bruner suggested giving the Chamber more money to make up the difference. Julie Reams asked for an additional \$2154.00 for labor and an additional \$500.00. Mr. Snow tabled the request to think about it more. Mr. Dagnan asked for clarification and asked if Jen was working for the Chamber and asked Ms. Reames if people were coming in before Jen Kirby was there and Julie Reams said yes but that the Chamber needs to be compensated for their time. Mr. Snow said that they would revisit the Chamber contract at the next budget meeting. Mr. Snow asked about the CEDC MOU. Mr. Dagnan stated that they requested more money for training but the City doesn't have the money. The CEDC budget stays the same as last year. Mr. Dagnan spoke about letting the Jasper county coroner to office space at Memorial Hall. Mr. Dagnan then stated that he's discussing Vision Carthage to Memorial Hall and putting an addendum on the contract to include a no cost rental agreement. Mr. Taylor and Ms. Heckmaster were in favor of that agreement. Ms. Cox suggested waiting

until budget perfection to vote on that. Mrs. Schramm voiced her disapproval for giving the office space to Vision. Mr. Dagnan and Ms. Cox explained the City's relationship to Vision. Ms. Cox suggested giving the Chamber of Commerce the additional money that they're asking for. Mr. Taylor agreed. Mr. Dagnan and Mr. Snow spoke about the senior center. Mr. Snow asked how long the fireworks contract is. Mrs. Almandinger said it's a three year contract. Ms. Cox spoke about the CMA fund. . Mr. Dagnan talked about the railroad problem and the different options on how to deal with it. The committee discussed the Landfill Closure account. Mr. Snow made a motion to amend the agenda to discuss the bid for cameras at the police department. It was approved with 4:0 with Terri Heckmaster, Alan Snow, Chris Taylor and Dustin Edge voting yes. Mr. Keith discussed the two bids and the differences between them . He explained that the lower bid would actually be more expensive over time and the equipment is not what is needed for the project. Mr. Snow made a motion to forward the bid from SMS to council for approval. Terri Heckmaster seconded. It passed 4:0 with Terri Heckmaster, Dustin Edge, Chris Taylor and Alan Snow voting yes.

2. Consider and Discuss Resolution for a Supplemental Budget Adjustment.

ACTION: Motion to forward resolution 2041. by Alan Snow; second by Terri Heckmaster

Motion with a 4:0

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

NOES: None

ABSTAIN: None

3. Staff Reports

Alan suggested setting the next budget meeting date. The committee and administration discussed various dates. They settled on May 22, 2024, at 5:30. Ms. Cox talked about Marijuana , sales and use tax numbers. Mr. Dagnan stated that tornado clean up invoices are coming in, and hopefully we'll have some reimbursement.

5. Adjournment

ACTION:	Motion to adjourn at 9:38 PM
	Motion passed with a 4:0
AYES:	Terri Heckmaster, Alan Snow, Dustin Edge, Chris Tayloe
NOES:	None
ABSTAIN:	None



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

May 14, 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:

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 23, 2024 Minutes

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

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

2. Review & Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2. by Terri Heckmaster;
second by None;
Motion passed with a 4:0

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

3. Consider and Discuss Code of Ethics Policy Change

Ms. Schramm asked the committee to table until May 28.

Ms. Schramm made a motion to amend the original motion to table indefinitely.
Motion carried.

Ms. Schramm's amended motion to table indefinitely, carried with a vote of 4:0.
Ayes: Cossey, Schramm, Peterson, Heckmaster.

4. Consider and Discuss media policy change

ACTION: Motion to table indefinitely or until committee asks to bring it
back item 2.4. 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 Council Bill for financial software upgrades

There were some questions asked about what this council bill was for and what is currently being used. Ms. Deal explained that the city currently uses Incode through Tyler Technologies, this is just an upgraded version with some more advanced features. She reminded the committee that Traci had asked a few meetings ago to bring a council bill to the committee to upgrade the software.

ACTION: Motion to forward to council item 4.1. by Jana Schramm
Motion passed with a 4:0

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

2. Staff Reports

Ms. Deal reported that Ms. Cox is working on updating the budget numbers after the previous nights long budget meeting. Ms. Schramm asked about the Opengov refund, Ms. Deal explained that in Mr. Dally's letter to the council he addressed that issue and stated that it would have to be taken back up when new counsel is hired and best to be discussed in a closed session.

5. Adjournment

ACTION: Motion to adjourn at 5:46 pm by Terri Heckmaster
Motion passed with a 4:0

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



May 20, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. Call to Order

2. Old Business

1. Approval of 4-15-24 Minutes

3. Citizen Participation

(Each person addressing the Committee 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 Committee or Chair)

1. Consider and discuss neighborhood block party - Jessica Duncan

4. New Business

1. Consider and discuss Red, White, & Boom, July 4th celebration - Julie Reams
2. Consider and discuss street closures for shop with a Deputy fundraiser - Sheriff Kaiser
3. Consider and discuss budget concerns - Humane Society
4. Staff Reports

Fire Department

Police Department

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

PUBLIC SAFETY COMMITTEE

May 20, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of 4-15-24 Minutes

Snow made a motion to approve minutes from the previous meeting (4-15-24).
Motion passed.

3. Citizen Participation

(Each person addressing the Committee 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 Committee or Chair)

1. Consider and discuss neighborhood block party - Jessica Duncan

Jessica Duncan was not present at the meeting. She is requesting to block Wendy Lane between Buena Vista and Laura Street for the 2nd Annual Neighborhood Block Party. This event will be held on June 1, 2024 from 5:00pm to 8:00pm. Snow made a motion to approve the street closures on June 1st from 5:00pm to 8:00pm. Taylor 2nd the motion. Motion passed.

4. New Business

1. Consider and discuss Red, White, & Boom, July 4th celebration - Julie Reams

Taylor made a motion to table this item till the next meeting. Snow 2nd the motion. Motion passed.

2. Consider and discuss street closures for shop with a Deputy fundraiser - Sheriff Kaiser

Snow made a motion to table till next meeting. Barlow 2nd the motion. Motion passed.

3. Consider and discuss budget concerns - Humane Society

Nancy Corley from the Carthage Humane Society spoke with the committee on the spay/neutered prices and the kennel fees. She would like to see them increase. This topic was discussed in a previous meeting and tabled during that meeting. Taylor made a motion to add to the next agenda for discussion. Barlow 2nd the motion. Motion passed.

4. Staff Reports

Fire Department

Deputy Chief Martin gave a station update and tree removal update.

Police Department

Nothing to report

5. Adjournment

Snow made a motion to adjourn. Taylor 2nd the motion. Motion passed.



City of Carthage, Missouri

SPECIAL BUDGET WAYS & MEANS COMMITTEE

May 22, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of May 13, 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 Carthage Water and Electric Budget
 2. Continue Budget Perfection
 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 28, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of May 14, 2024 Minutes
 2. Review & Approval of the Claims Report
- 3. Citizens Participation**
(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. 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

Notice is hereby given that the Carthage Water & Electric Plant Board will meet May 16, 2024, 3:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: April 18th, 2024

APPROVAL OF DISBURSEMENTS: April \$6,009,725.03

FINANCIAL STATEMENT: April

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration of Resolution 2024.03: Retirement Resolution for Doug Groves
2. Consideration of Mutual Aid Resolutions
 - Resolution 2024.04: Mutual Aid Resolution for BBC Electrical
 - Resolution 2024.05: Mutual Aid Resolution for City of Nixa
 - Resolution 2024.06: Mutual Aid Resolution for City of Monett
 - Resolution 2024.07: Mutual Aid Resolution for City of Higginsville
 - Resolution 2024.08: Mutual Aid Resolution for City of Odessa
 - Resolution 2024.09: Mutual Aid Resolution for City Utilities of Springfield
3. Consideration of Resolution 2024.10: MPUA Mutual Aid Agreement
4. Consideration of Resolution 2024.11: APPA Safety Manual Adoption
5. Consideration of Resolution 2024.12: Capacity Sale Agreement with Evergy
6. Consideration of bids for Sub 3 Circuit Reclosers

STAFF REPORTS

BOARD MEMBER COMMENTS

This meeting includes a tentative vote to enter into closed session pursuant to § 610.021(13) of the Missouri Sunshine Law, to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, and § 610.021(14), records which are protected from disclosure by law.

Persons with disabilities who need special assistance may call 417-237-7300 or 1-800-735-2466 (TDD via Relay Missouri) at least 24 hours prior to meeting.

Representatives of the news media may obtain copies of this notice by contacting:
Megan Kirby, P O Box 611 Carthage, MO 64836 417-237-7300

CWEP

BOARD MEETING MINUTES

May 16, 2024

The Carthage Water & Electric Plant Board met in regular session May 16, 2024, 3:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

- | | |
|---|---|
| ☒ Brian Schmidt - President | ☒ Sid Teel - Member |
| ☒ Ron Ross- Vice President | ☐ Tom Garrison – Member |
| ☒ Darren Collier -Secretary | ☒ G. Stephen Beimdiek- Member |
| ☒ Alan Snow -Liaison | |

Staff:

- | | |
|---|--|
| ☒ Chuck Bryant-General Manager | ☒ Jason Choate-Director of Water Services |
| ☒ Cassandra Ludwig-General Counsel | ☒ Kelli Nugent/CFO |
| ☒ Jason Peterson-Director of IT & Broadband | ☒ Kevin Emery-Director of Power Services |
| ☒ Megan Kirby- Executive Assistant | ☒ Stephanie Howard-Director of Business & ED |

Other Staff Present: Kyle Fewin, HR and Safety Coordinator; Meagan Milliken, Customer Relations Manager

Others present: Jana Schramm, Council member.

President Schmidt called the meeting to order at 3:00 p.m.

ADDITIONS/CHANGES TO THE AGENDA:

APPROVAL OF MINUTES:

Board Member Teel suggested a correction under Board member comments to change the wording from “Board President Teel” to “Board Member Teel”.

A motion by Ross and seconded by Teel to approve the amended minutes of the regular meeting of April 18th, 2024, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Collier and seconded by Beimdiek to approve disbursements for April in the amount of \$6,009,725.03, passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the April 2024 financials to the Board, noting that combined operating expenses were under budget for the month and year to date. She noted combined operating revenues were below budget for the month. Purchased power expense continues to be lower

than expected. Water revenues for the month of April were below budget and water operating expenses were less than budget for the month and year to date. Wastewater revenues exceeded budget for the month and wastewater operating expenses were less than budget for the month. Communication revenues were short of budget for the month and communication operating expenses exceeded budget for the month.

A motion by Ross and seconded by Teel to approve the April 2024 financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZENS PARTICIPATION PERIOD:

Citizen Jim Pashia attended the meeting and addressed his concerns to the Board regarding billing cycle due dates and late notices.

City Council Member Jana Schramm commended CWEP for the tower to tower run, noting it was a great community event.

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration of Resolution 2024.03: Retirement Resolution for Doug Groves

General Manager Bryant recognized the retirement of Communications Field Technician, Doug Groves, reading a resolution in his honor. GM Bryant thanked Doug for his 20 plus years of faithful service and wished him all the best going forward.

A motion by Ross and seconded by Beimdiek to approve the retirement resolution for Doug Groves, passed unanimously.

2. Consideration of Mutual Aid Resolutions

GM Bryant acknowledged the mutual aid crews that responded to Carthage, MO after a major storm caused a large portion of the CWEP system being without power. He noted the devastation from this storm was overwhelming and caused damage far beyond the capability of CWEP to deal with in an acceptable amount of time. With the help of BBC Electrical, City of Nixa, City of Monett, City of Higginsville, City of Odessa and City Utilities of Springfield, power was able to be restored in a timely manner. GM Bryant commended the crews who responded and read the following resolutions to honor all their hard work.

- Resolution 2024.04: Mutual Aid Resolution for BBC Electrical
- Resolution 2024.05: Mutual Aid Resolution for City of Nixa

- Resolution 2024.06: Mutual Aid Resolution for City of Monett
- Resolution 2024.07: Mutual Aid Resolution for City of Higginsville
- Resolution 2024.08: Mutual Aid Resolution for City of Odessa
- Resolution 2024.09: Mutual Aid Resolution for City Utilities of Springfield

A motion by Collier and seconded by Beimdiek to approve the resolutions listed above, passed unanimously.

3. Consideration of Resolution 2024.10: MPUA Mutual Aid Agreement

General Manager Bryant presented Resolution 2024.10: MPUA Mutual Aid Agreement to the Board. GM Bryant emphasized how important it is as a utility to keep an updated mutual aid agreement in place, noting that the current MPUA agreement would expire in August if not updated. He noted that this resolution allows CWEP to be able to call on mutual aid assistance from MPUA member cities during times of emergency or disaster.

A motion by Ross and seconded by Beimdiek to approve Resolution 2024.10: MPUA Mutual Aid Agreement, passed unanimously.

4. Consideration of Resolution 2024.11: APPA Safety Manual Adoption

General Manager Bryant read Resolution 2024.11: APPA Safety Manual Adoption. GM Bryant expressed the importance of safety for all CWEP Employees. He reported CWEP has utilized the American Public Power Association's (APPA) safety manual for many years and noted the 17th addition of the APPA safety manual was recently released and provided to all employees.

A motion by Teel and seconded by Collier to approve Resolution 2024.11: APPA Safety Manual Adoption, passed unanimously.

5. Consideration of Resolution 2024.12: Capacity Sale Agreement with Evergy

General Manager Bryant presented Resolution 2024.12: Capacity Sale Agreement with Evergy to the Board. He explained this resolution will allow CWEP to sell 25,000 KW of its contracted capacity received from Dogwood Energy Center pursuant to the Power Purchase Agreement with MEC, to Evergy Kansas Central, Inc. ("Evergy"), for a two-year period beginning on June 1, 2024, and ending May 31, 2026, noting that CWEP is not in immediate need of this capacity.

A motion by Ross and seconded by Teel to approve Resolution 2024.12: Capacity Sale Agreement with Evergy, passed unanimously.

6. Consideration of bids for Sub 3 Circuit Reclosers

General Manager Bryant noted a formal request was issued seeking qualified vendors to supply four 15kV Automatic Circuit Reclosers for Substation No. 3.

He noted proposals were received from ABB, Inc. c/o Rauckman High voltage Sales, LLC in the amount of \$111,908.00, G&W Electric c/o Lynn Elliott Co. KC., Inc./Irby Utilities in the amount of \$113,884.00, Tavrida Electric c/o MVA Power, Inc. in the amount of \$136,664.00.

After a thorough assessment, ABB, Inc. c/o Rauckman High Voltage Sales, LLC met the specifications and requirements of the request and offered the lowest project cost.

A motion by Beimdiek and seconded by Teel to award this project to ABB, Inc. c/o Rauckman High Voltage Sales, LLC in the amount of \$111,908.00, passed unanimously.

STAFF REPORTS:

General Manager Bryant noted storms ran through Carthage and caused severe damage to CWEP's electric and fiber system with lots of trees pulling down wires and snapping several utility poles. He ran through the process it took to restore power and commended staff for quickly taking charge. GM Bryant noted it was an all-hands-on-deck situation, all departments contributed in some way putting in several long hour days. He expressed his appreciation to all the mutual aid crews that responded and to all CWEP staff for doing an outstanding job. He noted that staff will use this storm as a great opportunity to evaluate and look for ways to improve the process the next time an event like this may occur.

CFO Nugent reported the work comp modification factor came back at the lowest possible factor which is a testimony to CWEP's safety program.

General Counsel and Director of Customer Relations Ludwig commended Meagan Milliken for a successful Tower 2 Tower Run event. She noted a lot of staff volunteered for the event to help make it a success. Ludwig reported there were over 100 registrations for the event and about \$3100 was raised, and will be donated to Water for People.

Director of IT and Broadband Peterson commended and gave appreciation to GM Bryant for his leadership to the company.

Director of Water Services Choate gave an update on MicroComm SCADA.

Director of Power Services gave his appreciation to all crews and Mutual aid that assisted with storm damage. He noted the Fir Road Street lights are now active.

BOARD MEMBER COMMENTS:

Board Secretary Collier asked staff how many poles had to be replaced from the storm. Director of Power Services Emery responded with about 27 poles. Board Secretary Collier also mentioned he stopped in at Sirloin Stockade when all crews were there grabbing food, he commended the crews with how professional and uniform they looked.

City Liaison Snow announced the CWEP budget presentation to the city budget committee will be on May 22nd at 5:30pm. He also mentioned Liberty Tree Guns will have tree seedlings available soon.

At 3:56 pm, a motion by Collier and seconded by Ross to close a portion of the regular meeting pursuant to § 610.021(13) of the Missouri Sunshine Law, to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, and § 610.021(14), records which are protected from disclosure by law, passed unanimously via a roll call vote.

Beimdiek:	Aye
Collier:	Aye
Ross:	Aye
Schmidt:	Aye
Teel:	Aye

The meeting went into closed session.

At 5:25pm the meeting returned to open Session. Ron Ross moved to adjourn, Teel seconded at 5:26pm.

President – Brian Schmidt

Secretary – Darren Collier

DRAFT

APPROVED

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES

Tuesday, May 21st, 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-Present 2024-2025 Budget

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

Compensation/Wages

New Business-Present/Approve Book Walk for
Gardens

Payment of Bills

Adjournment

Closed Session

Adjournment

Approve 2024-2025 Budget

Adjournment

Posted at 9:00 A.M. this 14th 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 21, 2024.

The agenda of said meeting includes a vote to close a portion of this meeting pursuant to RSMo 610.021.3

The Carthage Public Library Board of Trustees met Tuesday, April 9, 2024, in the Carthage Public Library Board Room. The meeting was called to order at 5:16 pm by Gary Cole, President.

APPROVED

Roll Call

Board Members present: Nancy Dymott, Brian Schmidt, Gary Cole, Doug Huntley, Sandy Swingle, and Kevin Johnson. Board members absent: Justin Baucom, Donna Thomason, and Carrie Campbell. Library Director Julie Yockey was present as was Darcy Humphrey.

Minutes of Last Meeting

There were no changes to the minutes of the regular meeting of Marh 12, 2024. A motion to approve the meeting minutes was made by Sandy Swingle and seconded by Brian Schmidt. Motion passed unanimously.

Financial Report

March 2024 financial report was presented. Discussion: (1) The \$4K over budget in Adult Programs is due to increased enrollment in the citizenship class and is covered by a Steadley grant. (2) Repairs is overbudget because of the sidewalk replacement project and the parking lot project. Nancy Dymott moved to approve. Sandy Swingle seconded. Motion passed unanimously.

Director's Progress and Service Report

Attached. Discussion: (1) Julie has been working on a new project for a lighted sign on Garrison street and for more permanent story boards. Projects will require approval of the historic district. (2) Julie gave an interview with KSN TV about National Library Workers Day.

Youth Services Progress and Services Report

Attached.

President's Message

Gary reported the nomination committee has a short list of names they will be contacting to see if they are interested in being an officer next year.

Council Liaison's Report

Julie reporting for Brandi: (1) Brandi thanked the board and said she enjoyed working with them this past year. She will continue to advocate for the library. (2) Funding for sidewalk renovation has been removed completely from the City 2024-2025 budget so there will be no money available for at least another year.

Committee Reports

Building Committee – Gary Cole reporting: (1) a chimney cover blew off in the storm allowing some debris into the library. Randy has it temporarily capped off for now, but it will require masonry repair and a permanent cap be installed.

Budget Committee – No report.

Community Relations – Sandy commented some board members are available for the garden tours if the library needs them.

The Carthage Public Library Board of Trustees Meeting Minutes – April 2024

By-Laws – We need to consider creating a policy for oversight of reserve funds.

Library Gardens – Carrie and Donna will work with Jerry on putting together a plan and budget for next year.

ADA Compliance – No report.

Communications – No report.

Compensation/Wages – No report.

Unfinished Business - No report.

New Business – (1) Darcy presented a revised circulation policy removing fines for overdue material. After some discussion Nancy Dymott moved to accept. Brian Schmidt seconded. Motion passed unanimously. (2) Julie presented a revised Steadley Family Legacy Center use policy incorporating revisions for the new fine-free circulation policy. No discussion. Brian Schmidt moved to accept. Doug Huntley seconded. Motion passed unanimously.

Payment of Bills

Gary said the bills had been reviewed could be paid. Brian Schmidt moved to pay the bills. Doug Huntley seconded. Motion passed unanimously.

Closed Session – None.

Adjournment

Brian Schmidt made a motion to adjourn. Nancy Dymott seconded. Motion passed unanimously. Meeting was adjourned at 5:59 pm.

Respectfully submitted,



Kevin Johnson

Secretary-Treasurer

DRAFT

APPROVED

CARTHAGE PUBLIC LIBRARY

FINANCIAL STATEMENTS

APRIL 30, 2024





ACCOUNTANT'S DISCLAIMER REPORT

To Management
Carthage Public Library
612 S Garrison
Carthage, MO 64836

The accompanying financial statements of Carthage Public Library as of and for the month ended April 30, 2024 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

May 14, 2024



America Counts on CPAs

**Carthage Public Library
Balance Sheet - Cash basis
April 30, 2024**

Assets

Current Assets

Cash in bank - treasurer's cash	\$ 526,732.67
Cash in bank - Community National Bank	898.94
Cash in bank - Guaranty Bank	23,464.65
Cash on hand - circulation desk	100.00
Cash on hand - Internet desk	40.00
Petty cash	120.00
MOSIP Investment	<u>723,499.38</u>

Total Current Assets 1,274,855.64

Total Assets \$ 1,274,855.64

Liabilities and Net Assets

Current Liabilities

Accrued health insurance	\$ 362.72
Accrued supplemental insurance - AFLAC	<u>715.04</u>
Total Current Liabilities	<u>1,077.76</u>

Total Liabilities 1,077.76

Net Assets

Unrestricted Net Assets	723,033.22
Temporarily Restricted Net Assets:	
Boylan Grant	6,252.67
CPL Development Foundation	828.66
Debbie Putnam - Ebooks	15,539.74
Library Gardens	9,421.07
Spotlight on Literacy MOSL Grant-SLT22-050	1,915.17
Spotlight on Literacy MOSL Grant - SLT23-048	(2,204.17)
Spotlight on Literacy - LOCAL FUNDS - SLT23-048	18,312.78
Summer Reading Program - Local Funds 2022	1,737.76
Summer Reading Program - Local Funds 2023	3,029.06
Summer Reading Program - MOSL Funds 2023	6,545.41
Thelma Stanley Foundation Grant	14,262.76
Multi Purpose Building - furnishings and supplies	150,624.82
Anne Elliff - Children's Dept	4,543.17
Excel High School	24,023.00
Operational reserves	195,998.47
Change in net assets	<u>99,914.29</u>

Total Net Assets 1,273,777.88

Total Liabilities and Net Assets \$ 1,274,855.64

Substantially all disclosures ordinarily included in Cash basis financial statements
are omitted, and no assurance is provided on these financial statements.

Carthage Public Library

Statements of Income and Other Changes in Net Assets - Cash basis For the one month and ten months ended April 30, 2024

	2024		Monthly		Monthly		2024		Annual	
	Month Actual		Budget		Variance		Year to date		Budget	Variance
Revenue										
Book sale income	\$ 179.00	\$	250.00	\$	(71.00)	\$	2,018.75	\$	3,000.00	(981.25)
Copier income	328.35		416.67		(88.32)		4,439.80		5,000.00	(560.20)
Donations	21.85		0.00		21.85		21,324.51		0.00	21,324.51
Donations-restricted	7,569.48		0.00		7,569.48		19,069.48		0.00	19,069.48
Fax income	50.50		83.34		(32.84)		674.20		1,000.00	(325.80)
Fine income	564.38		416.67		147.71		5,567.44		5,000.00	567.44
Internet usage income	41.00		0.00		41.00		166.00		0.00	166.00
Interest income	362.44		2,916.67		(2,554.23)		48,912.63		35,000.00	13,912.63
Non-resident fee income	640.00		500.00		140.00		7,020.00		6,000.00	1,020.00
Payment for lost books	34.05		0.00		34.05		190.88		0.00	190.88
Postage income	0.00		0.00		0.00		3.65		0.00	3.65
State aid	0.00		0.00		0.00		16,151.45		0.00	16,151.45
Sur tax	86,534.17		5,833.34		80,700.83		86,534.17		70,000.00	16,534.17
Tax income	1,898.55		17,833.34		(15,934.79)		234,849.09		214,000.00	20,849.09
Tax income - Park and storm water	44,194.28		42,083.34		2,110.94		483,207.52		505,000.00	(21,792.48)
Miscellaneous income	0.00		500.00		(500.00)		0.00		6,000.00	(6,000.00)
Other income	7.70		0.00		7.70		385.49		0.00	385.49
Total revenue	142,425.75		70,833.37		71,592.38		930,515.06		850,000.00	80,515.06

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Statements of Income and Other Changes in Net Assets - Cash basis For the one month and ten months ended April 30, 2024

	2024 Month Actual	Monthly Budget	Monthly Variance	2024 Year to date	Annual Budget	Annual Variance
Operating Expenses						
Salaries	41,122.27	45,833.33	4,711.06	442,940.89	550,000.00	107,059.11
Lagers	1,956.13	2,500.00	543.87	20,798.81	30,000.00	9,201.19
Insurance - health	1,417.00	2,083.33	666.33	24,896.10	25,000.00	103.90
Payroll taxes - FICA	3,148.90	3,500.00	351.10	33,920.13	42,000.00	8,079.87
Total payroll expenses	47,644.30	53,916.66	6,272.36	522,555.93	647,000.00	124,444.07
Employee goodwill	875.00	333.33	(541.67)	5,094.15	4,000.00	(1,094.15)
Advertising	0.00	83.33	83.33	1,123.76	1,000.00	(123.76)
Audio-visuals	0.00	83.33	83.33	462.01	1,000.00	537.99
Books	0.00	2,333.33	2,333.33	22,417.95	28,000.00	5,582.05
Books - children's	133.69	1,250.00	1,116.31	11,122.21	15,000.00	3,877.79
Contract fees	4,285.30	3,750.00	(535.30)	39,945.31	45,000.00	5,054.69
Dues and travel	190.00	583.33	393.33	7,732.38	7,000.00	(732.38)
Ebooks	0.00	316.66	316.66	3,718.00	3,800.00	82.00
Excel high school	0.00	1,000.00	1,000.00	0.00	12,000.00	12,000.00
Furniture and equipment	0.00	250.00	250.00	4,756.94	3,000.00	(1,756.94)
Information technology (IT)	733.09	583.33	(149.76)	3,684.65	7,000.00	3,315.35
Insurance	0.00	3,333.33	3,333.33	50,507.59	40,000.00	(10,507.59)
Interest expense	0.00	0.00	0.00	105.50	0.00	(105.50)
Legal and professional	185.00	625.00	440.00	8,692.20	7,500.00	(1,192.20)
Multi purpose building	405.37	0.00	(405.37)	405.37	0.00	(405.37)
Periodicals	376.93	333.33	(43.60)	3,338.98	4,000.00	661.02
Postage	8.95	125.00	116.05	863.32	1,500.00	636.68
Programs - adult	1,814.79	416.66	(1,398.13)	10,499.43	5,000.00	(5,499.43)
Programs - children	754.64	583.33	(171.31)	5,730.04	7,000.00	1,269.96
Programs, teens	0.00	8.33	8.33	0.00	100.00	100.00
Repairs and maintenance	4,737.86	2,500.00	(2,237.86)	49,386.94	30,000.00	(19,386.94)
Supplies	1,427.98	1,666.66	238.68	19,729.53	20,000.00	270.47
Supplies - multi purpose building	1,371.92	416.66	(955.26)	5,389.25	5,000.00	(389.25)
Telephone	488.64	500.00	11.36	4,933.80	6,000.00	1,066.20
Utilities	5,201.23	4,166.66	(1,034.57)	48,405.53	50,000.00	1,594.47
Total expenses and losses	22,990.39	25,241.60	2,251.21	308,044.84	302,900.00	(5,144.84)
	70,634.69	79,158.26	8,523.57	830,600.77	949,900.00	119,299.23

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2024

	2024	Monthly	Monthly	2024	Annual	Annual
	Month Actual	Budget	Variance	Year to date	Budget	Variance
Increase/(Decrease) in unrestricted net assets before transfers	71,791.06	(8,324.89)	80,115.95	99,914.29	(99,900.00)	199,814.29
Transfers from temporary restricted	6,526.86	8,325.00	(1,798.14)	62,094.32	99,900.00	(37,805.68)
Transfers to temporary restricted	(7,569.48)	0.00	(7,569.48)	(19,069.48)	0.00	(19,069.48)
Increase/(Decrease) in unrestricted net assets	<u>70,748.44</u>	<u>0.11</u>	<u>70,748.33</u>	<u>142,939.13</u>	<u>0.00</u>	<u>142,939.13</u>

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage Public Library

Statements of Income and Other Changes in Net Assets - Cash basis For the one month and ten months ended April 30, 2024

	2024	Monthly	Monthly	2024	Annual
	Month Actual	Budget	Variance	Year to date	Budget Variance
Changes in temporarily restricted net assets					
Spotlight on Literacy MOSL Grant - SLT23-048	7,403.71			7,403.71	
Summer reading program	0.00			1,500.00	
Summer Reading Program - Local Funds 2022	0.00			(1,737.76)	
Summer Reading Program - Local Funds 2023	0.00			1,737.76	
Summer Reading Program - MOSL Funds 2023	165.77			165.77	
Anne Elliff - Children's Dept	0.00			10,000.00	
Boylan Grant	0.00			(6,436.03)	
Debbie Putnam - Ebooks	0.00			(3,718.00)	
Library Gardens	(881.00)			(1,928.46)	
Spotlight on Literacy MOSL Grant-SLT22-050	0.00			(1,915.17)	
Spotlight on Literacy MOSL Grant - SLT23-048	(1,249.13)			(10,021.21)	
Spotlight on Literacy Grant - LOCAL FUNDS - SLT22-050	0.00			1,915.17	
Spotlight on Literacy - LOCAL FUNDS - SLT23-048	(2,437.39)			(12,344.71)	
Summer Reading Program - Local Funds 2023	0.00			(3,460.57)	
Summer Reading Program - MOSL Funds 2023	0.00			(3,272.19)	
Thelma Stanley Foundation Grant	0.00			(4,305.76)	
Multi Purpose Building - furnishings and supplies	(1,959.34)			(5,553.82)	
Multi Purpose Building	0.00			(59.98)	
Anne Elliff - Children's Dept	0.00			(4,993.59)	
Excel High School	0.00			(6,000.00)	
Increase/(Decrease) in temporarily restricted net assets	1,042.62			(43,024.84)	
Change in net assets	<u>\$ 71,791.06</u>			<u>\$ 99,914.29</u>	

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage Public Library

Gift Account Activity

For the one month and ten months ended April 30, 2024

	Beginning Balance	Increases	Decreases	Ending balance
Boylan Grant	\$ 6,252.67	\$ 0.00	\$ (6,436.03)	\$ (183.36)
CPL Development Foundation	828.66	0.00	0.00	828.66
Debbie Putnam - Ebooks	15,539.74	0.00	(3,718.00)	11,821.74
Library Gardens	9,421.07	0.00	(1,928.46)	7,492.61
Spotlight on Literacy MOSL Grant-SLT22-050	1,915.17	0.00	(1,915.17)	0.00
Spotlight on Literacy MOSL Grant - SLT23-048	(2,204.17)	7,403.71	(10,021.21)	(4,821.67)
Spotlight on Literacy Grant - LOCAL FUNDS - SLT22-050	0.00	0.00	1,915.17	1,915.17
Spotlight on Literacy - LOCAL FUNDS - SLT23-048	18,312.78	0.00	(12,344.71)	5,968.07
Summer reading program - Local	0.00	1,500.00	0.00	1,500.00
Summer Reading Program - Local Funds 2022	1,737.76	(1,737.76)	0.00	0.00
Summer Reading Program - Local Funds 2023	3,029.06	1,737.76	(3,460.57)	1,306.25
Summer Reading Program - MOSL Funds 2023	6,545.41	165.77	(3,272.19)	3,438.99
Thelma Stanley Foundation Grant	14,262.76	0.00	(4,305.76)	9,957.00
Multi Purpose Building - furnishings and supplies	150,624.82	0.00	(5,553.82)	145,071.00
Mult Purpose Building	0.00	0.00	(59.98)	(59.98)
Anne Elliff - Children's Dept	4,543.17	10,000.00	(4,993.59)	9,549.58
Excel High School	24,023.00	0.00	(6,000.00)	18,023.00
Operational reserves	195,998.47	0.00	0.00	195,998.47
Totals	\$ 450,830.37	\$ 19,069.48	\$ (62,094.32)	\$ 407,805.53

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Director's Progress and Service Report

May 2024, Julie Yockey Director

Storms seem to be the subject of major interest within Carthage this month. The Library proper has been fortunate to not have any major building damage. Thankfully Dubry Construction during their inspection after the May 6th storm found our roof drains to be clogged with debris and they went to work immediately unclogging those for us. We know all too well the damage clogged drains can do to the integrity of the Library! Our Gardens did not fair too well once again. In April we lost four trees to wind damage and the storm on May 6th left a more devastating path of destruction. On May 2nd the staff had spent the day in the Gardens planting, trimming and cleaning up the beds trying to get them ready for the Garden Tour on May 25th, only to have the wind damage lay huge trees and branches down on the beds. At this time we are waiting for Baugh Tree Service to come and remove the debris and 5 more trees from the Library property. There are so many people waiting for help with tree removal, that we must wait our turn. Jerry Welch, our maintenance supervisor has been working tirelessly to clean up what he physically can do, while we wait for the remainder of the trees to be taken down. Being part of the Vision Carthage Garden tour on May 25th has put us in a time crunch, but we will continue to work in between spring rains to get the Gardens as ready as we can. The Library was closed on the 7th due to our streets and parking lot being covered with debris. Administrative staff worked the best we could to get a path opened up for staff and patrons to return safely to work on the 8th.

We are not sure if the storms have caused us to have issues with our front doors as well as the staff entrance, but never the less, the automatic front doors of the Library are out of service until Springfield Glass can make a service call on the 17th of May. Patrons have been notified that they may request curb side service if they are unable to manage the front doors without an automatic opener. The staff secure entrance was found to be unlocked during both storm episodes of late, which is becomes a safety issue for staff entering the building after it has set unlocked all night. Battery back ups are to secure the doors when the electricity goes out, but the function failed twice. TEC has been with us twice, replaced parts and tested the system, so next time we have a power outage will be our test as to whether the door is fixed.

In celebration of going "Fine Free," the Library will be partnering with the American Red Cross to hold a "Fine Free Blood Drive" on May 29th in our Community Room. Families who participate have the ability to have all our part of their fines forgiven on this day. We are excited as we have had a number of people sign up on line and at the Library. If all goes well we hope to hold two more "Fine Forgiveness" days this summer during other events.

The Director along with three other staff members attended the "Empowering Women's Conference in Carthage on May 8th. It was a wonderful day networking with other local women, hearing about other entities and sharing our information about our Library. The Director has attending a meeting in Springfield this month along with attending the South West Missouri Director's Meeting in Webb City and the State Missouri Public Library Director's Meeting in Jefferson City. All great opportunities for networking.

Two grants were received this month that we are so grateful for! Our entire Summer Reading Program received word from the Helen S. Boylan Trust that they would be donating funds for the entire program this year. Three months full of events centered around the "Adventures" of reading will take place for patrons of all ages. The total for this grant was

\$14,500. The second grant we are thankful to receive is from the Carthage Community Foundation for \$4,700 for STEM kits for our children's programming. We are truly blessed! Stay tuned for advertising on both grants.

Who says reading has to be a sedentary activity? Our "Stories in the Garden" path at the Carthage Public Library has been the perfect blend of relaxation and exercise for our children and families as you let your imagination roam free while reading together stories on story boards. A program that has been part of our Summer Reading Program for years, using disposable signage and book pages, the Children's Director decided it was time to move forward and place permanent story boards in our gardens or possibly Central Park. A local donor to the Library has offered very generously to provide the funding for the permanent boards, and after a year of planning and receiving quotes from local companies, we have a plan to present to the Board this evening for discussion and possibly approval.

Most picture books include 14-18 double pages. Our boards will have an English story on one side, and a bilingual or Spanish story on the other. Permanent boards will save much time and money in the long run as the stories/books can be used over and over as they will be protected from the weather.

The 2024-2025 Budget has been prepared by the Director and presented to the Budget Committee for approval. The Budget will be put before the Board this evening for their approval.

Please share our information about our "Fine Forgiveness" blood drive and our upcoming Summer Reading Programs!

Respectfully submitted,
Julie Yockey, Director

Children's Progress Report

April 2024, Sherri Luce

The Youth Services Department continually works to provide an engaging environment for our young patrons and their families. Our range of programs and activities aim to promote literacy, creativity, and community engagement. Over the past month, we have been delighted to host several events that have enriched the lives of our youth and their families.

In April, we welcomed six kindergarten classes from two local schools for tours of the Library. These tours provided an opportunity for young students to familiarize themselves with our facilities, learn about our collection of books and resources, and discover the many services available to them. We received positive feedback from teachers and students alike, with many expressing enthusiasm about returning to the Library.

Our regular story times have been going strong. We hosted three in April. We try to incorporate stories, songs, and activities each week to enhance early literacy skills and encourage a love of reading among young children. We greatly appreciate the partnership we have with the Carthage R-9 Parents As Teachers group for one of these sessions each month.

Dessa has been a true superstar, bringing smiles and comfort to everyone she meets. Her presence during our reading sessions has a calming effect on both kids and adults alike. We're lucky to have such a wonderful furry friend as part of our team.

Our collaboration with the MU Extension office for the Family, Fun, & Food class was a hit! Making smoothies was not only delicious but also a fun way to teach families about healthy eating habits. It's fantastic to see community partners coming together to promote wellness and education.

Overall, it's been a rewarding month filled with laughter, learning, and community connections. We're committed to keep pushing boundaries and finding new ways to serve our patrons better.

Respectfully submitted,
Sherri Luce

Excel High School Diploma Program Report

We are proudly celebrating the achievement of our seventh graduate! As excited as we are for this milestone, this brings our current students down to three. There are two prospective students in the application process, but we'd like to extend an invitation to individuals who are ready to embark on their educational journey. Excel High School is committed to providing a supportive and enriching learning environment, empowering each student to reach their full potential. With our tailored programs, we look forward to welcoming a few more bright minds into our community and guiding them toward success and accomplishment.

Respectfully submitted,
Sherri Luce

Approved 2024-2025 CARTHAGE PUBLIC LIBRARY BUDGET

APPROVE

Approved
2024-2025

Projected Income

Book Sale	3,000.00
Copier Income	5,000.00
Donations - unrestricted	
Fax Income	1,000.00
Fine Income	4,000.00
Interest	40,000.00
Misc. (Postage, Lost Books, Etc.)	6,000.00
Nonresident Fee	6,000.00
Parks & Storm Water Tax	593,600.00
Real Estate Tax	214,000.00
State Aid	15,000.00
Sur Tax	80,000.00
	\$ 967,600.00

Transfers from prior restricted donations

Putnam e-books	3,800.00
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Sub Total

971,400.00

Transfers from restricted reserves

104,000.00

Grants, gardens, building supplies, multipurpose building, programming

\$ 1,075,400.00

Projected Expenditures

Adult Books	28,000.00
Adult Programming	40,000.00
Advertising	1,500.00
Audiovisuals	1,000.00
Child Programming	40,000.00
Children's Books	15,000.00
Contract Fees	45,000.00
Dues & Travel	7,000.00
Ebooks	3,800.00
Employee Goodwill	4,000.00
EXCEL High School	12,000.00
FICA	44,500.00
Furniture & Equipment	3,000.00
Health Insurance	22,000.00
Insurance	50,000.00
IT	7,000.00
LAGERS	23,000.00
Legal and Accounting	8,500.00
Life Insurance	2,400.00
Maintenance & Repair	40,000.00
Multipurpose Building/Supplies	10,000.00
Periodicals	3,000.00
Postage	1,500.00
Salaries/grant wages	582,100.00
Supplies	25,000.00
Teen Programming	100.00
Telephone	6,000.00
Utilities	50,000.00
	\$ 1,075,400.00

**McCune Brooks Regional Hospital Trust
Regular Meeting of the Board of Trustees
May 22, 2024
2:00 p.m.
Schmidt Associates Conference Room
1105 Industrial Drive, Carthage, MO.**

Agenda

- | | |
|--|--------------|
| I. Call to Order | Ron Petersen |
| II. Election of FY 2024-2025 Officers | Ron Petersen |
| III. Approval of February 28, 2024 Meeting Minutes | Ron Petersen |
| IV. Financial Statement Report & Review | Stan Schmidt |
| V. Review and approval of Grant Applications | Ron Petersen |
| VI. Set next meeting date for August 28, 2024 | Ron Petersen |
| VII. Adjournment | Ron Petersen |



City of Carthage, Missouri

CITY ATTORNEY HIRING COMMITTEE

May 28, 2024 - 4:00 PM
CITY HALL 326 Grant St

AGENDA

1. **Call to Order**
2. **Executive Session**
 1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (3), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS HIRING, FIRING, DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES BY A PUBLIC GOVERNMENTAL BODY WHEN PERSONAL INFORMATION ABOUT THE EMPLOYEE IS DISCUSSED OR RECORDED.
3. **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

INTER

OFFICE

MEMO

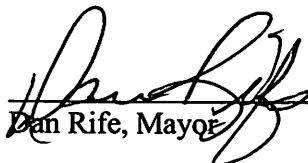
To: City Council
From: Dan Rife, Mayor
Subject: Emergency Purchase
Date: May 21, 2024

Pursuant to Part J of the City of Carthage's Purchasing Policy Manual, I have waived the customary purchasing procedures and authorized an emergency purchase. The purchase is to repair storm siren #1 on Limestone Street that was damaged in the May 6 storms.

Chief Huntley received an estimate for the repair from Blue Valley Public Safety, Inc. They estimate that the total cost will be \$17,827.36. The quote was signed and sent back so they could get the parts ordered immediately. Estimated delivery date is 12-16 weeks according to the quote.

The situation is of such that delay in making the purchase presents a threat to the health or welfare of the citizens of Carthage or City employees.

As provided by section J, I hereby advise the Council of the situation necessitating the emergency purchase and the procedures used to secure this purchase.



Dan Rife, Mayor

Copies:
Miranda Deal, City Clerk
Ryan Huntley, Fire Chief
City Council



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Contact Name: Ryan Huntley, Fire Chief
Customer: City of Carthage, MO
Address: 401 W Chestnut
City: Carthage
State: MO
Zip: 64836
Phone: 417-237-7100
Cell: 417-674-2216
Fax: *
Email: r.huntley@carthagemo.gov
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: BVPS 520241453 Please reference quote no. on your order Date Quoted: 5/20/24

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Electro-Mechanical Siren Equipment					
1	1	508-128	ELECTRO-MECHANICAL ROTATING SIREN, 128 DB(C), 500HZ	\$ 13,019.00	\$ 13,019.00
2	1	BV-PARTS	Parts for Flexible Conduit between Siren Control and Head per Site	\$ 500.00	\$ 500.00
Total Equipment				\$	13,519.00
Shipping					
3	1	ES-FREIGHT - Z1	Shipping Fees		\$ 608.36
Services					
4	1	TK-I-2001ACDC	2001 / Equinox / 508 / Eclipse-8 DC or AC-DC Standard Installation	\$ 3,700.00	\$ 3,700.00
Total Services				\$	3,700.00
Total of Project				\$	17,827.36

Terms/Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above. Site Restoration is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what landscaping, seeding or backfilling will be required to restore a site. It is recommended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional. Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment. Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted. Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Brian C
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates
Title: General Manager

Delivery: 12-16 weeks
Freight Terms: FOB University Park
Terms:
Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed,
billed monthly. Net 30 will not be held
for installations.

Brian Cates

Signature

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Contact Name: Ryan Huntley, Fire Chief

Customer: City of Carthage, MO

Address: 401 W Chestnut

City: Carthage

State: MO

Zip: 64836

Phone: 417-237-7100

Cell: 417-674-2216

Fax: *

Email: r.huntley@carthagemo.gov

Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: BVPS	
520241453	
Please reference quote	
no. on your order	
Date Quoted:	5/20/24

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____

Muanda Deaul

City Clerk

Title:

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513

dee@bvpsonline.com



Complete Solutions
Blue Valley Public Safety Inc.

Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Quotation No.: BVPS
520241453

TERMS

(1) **AGREEMENT AND LIMITATIONS.** The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described on the other side hereof shall consist of the terms appearing hereon and on the other side hereof together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, detract from, supplant or explain the sales contract, shall not be binding on Seller.

(2) **TERMINATION OR MODIFICATION.** The sales contract may be modified or terminated only upon Seller's written consent except that stenographic and clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the services to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

(3) **PRICE AND PAYMENT.** Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order. Unless otherwise specified in the sales contract or Seller's applicable price list, prices are F.O.B. Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. If the sales contract is for more than one unit of goods, the goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event each such shipment shall be paid for separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Minimum billing per order is \$100.00. **PAST DUE INTEREST:** Amounts not paid when due shall be subject to past due interest at the rate of 18% per year or the highest rate permitted by the law, whichever is less.

(4) **RISK OF LOSS.** The risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

(6) **DELIVERY.** Promises of delivery from stock are subject to prior sales. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

(7) **DEDUCTIONS AND RETURNS.** Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

(8) **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

(9) **LIMITED MANUFACTURER'S WARRANTY.** Regarding Federal Signal products - The Electrical Products Division, Federal Signal Corporation (Federal) warrants all goods for five years on parts and 2-1/2 years on labor under the following conditions and exceptions: Federal warrants that all goods of Federal's manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Federal such goods shall be commercially free from defects in material and/or workmanship. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Federal or its authorized representative or if five years have elapsed from the date of shipment of the goods by Federal with the following exceptions: lamps or strobe tubes are not covered under this warranty. Outdoor warning sirens and controllers manufactured by Federal Warning Systems are warranted for two years on parts and one year on labor. No agent, employee, representative or distributor of Federal has any authority to bind Federal to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basis of the sales contract and shall be unenforceable. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.** These warranties shall not apply unless Federal shall be given reasonable opportunity to investigate all claims for allegedly defective goods. Upon Federal's instruction a sample only of allegedly defective goods shall be returned to Federal for its inspection and approval. The basis of all claims for alleged defects in the goods not discoverable upon reasonable inspection thereof pursuant to paragraph 8 hereof must be fully explained in writing and received by Federal within thirty days after buyer learns of the defect or such claim shall be deemed waived.

(10) **REMEDIES AND LIMITATIONS OF LIABILITY.** In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's option, a replacement shipment of goods or the purchase price therefor paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be redelivered to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; wars; riot; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

(11) **ASSIGNMENT AND DELEGATION.** No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligations under paragraph 9, 10 and 11 hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

(12) **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513

dee@bvpsonline.com



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

(13) **INSTALLATION.** Installation shall be by Buyer unless otherwise specifically stated on the sales contract.

(14) **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Missouri. Whenever a term defined by the Uniform Commercial Code as adopted in Missouri is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(15) **ADDITIONAL TERMS.** Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in this Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$800.00 per hour fee, plus equipment. Trenching is additional. Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

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dee@bvpsonline.com

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2024

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUES</u>					
110-GENERAL REVENUE	14,003,205.00	1,042,849.99	12,102,124.81	86.42	1,901,080.19
121-PUBLIC HEALTH	253,000.00	47,352.93	248,879.48	98.37	4,120.52
122-LANDFILL CLOSURE	7,500.00	4,034.16	41,429.88	552.40 (	33,929.88)
123-LODGING TAX	255,600.00	16,884.40	136,483.51	53.40	119,116.49
124-CIVIC ENHANCEMENT	800.00	270.94	3,097.36	387.17 (	2,297.36)
125-STORMWATER	100.00	43.68	441.13	441.13 (	341.13)
126-PUBLIC SAFETY GRANT	0.00	0.00	106,000.00	0.00 (	106,000.00)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,476,408.00	117,725.11	1,269,736.23	86.00	206,671.77
129-TIF & CID SPECIAL TAX	600.00	453.66	53,485.92	8,914.32 (	52,885.92)
130-INMATE SECURITY FUND	3,500.00	420.00	3,848.50	109.96 (	348.50)
131-FIRE PROTECTION TAX	758,200.00	65,563.64	695,401.63	91.72	62,798.37
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	643,300.00	89,045.03	663,428.01	103.13 (	20,128.01)
161-CAPITAL IMPROVEMENTS	2,377,595.00	176,231.87	1,594,985.64	67.08	782,609.36
162-PARKS & RECREATION	267,716.00	78,262.92	291,531.88	108.90 (	23,815.88)
163-MYERS PARK	1,155,849.00	3,082.56	32,770.03	2.84	1,123,078.97
164-JUDICIAL EDUCATION FU	100.00	0.00	11.01	11.01	88.99
165-USE TAX	954,050.00	0.00	18,875.32	1.98	935,174.68
175-Public Fac/Bond Fund	4,550,000.00	9,251.81	1,398,150.35	30.73	3,151,849.65
221-ECONOMIC DEVELOPMENT	33,519.00	71.27	34,418.03	102.68 (	899.03)
222-AMERICAN RESCUE PLAN	0.00	6,828.81	61,645.57	0.00 (	61,645.57)
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	101,737.47	458,893.83	0.00 (	458,893.83)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	26,741,042.00	1,760,110.25	19,215,638.12	71.86	7,525,403.88
	=====	=====	=====	=====	=====

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2024

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENDITURES					
110-GENERAL REVENUE	19,601,136.00	799,425.57	11,741,499.50	59.90	7,859,636.50
121-PUBLIC HEALTH	289,502.00	22,215.70	202,846.88	70.07	86,655.12
122-LANDFILL CLOSURE	0.00	0.00	0.00	0.00	0.00
123-LODGING TAX	296,053.00	8,776.59	151,763.06	51.26	144,289.94
124-CIVIC ENHANCEMENT	0.00	0.00	548.29	0.00	(548.29)
125-STORMWATER	0.00	0.00	0.00	0.00	0.00
126-PUBLIC SAFETY GRANT	1,675.00	4,753.81	43,511.58	2,597.71	(41,836.58)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,316,064.00	76,449.15	586,499.62	44.56	729,564.38
129-TIF & CID SPECIAL TAX	0.00	0.00	0.00	0.00	0.00
130-INMATE SECURITY FUND	0.00	0.00	0.00	0.00	0.00
131-FIRE PROTECTION TAX	999,678.00	44,692.47	200,850.12	20.09	798,827.88
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	833,795.00	61,086.36	619,388.68	74.29	214,406.32
161-CAPITAL IMPROVEMENTS	3,257,780.00	12,995.50	463,384.87	14.22	2,794,395.13
162-PARKS & RECREATION	265,000.00	0.00	0.00	0.00	265,000.00
163-MYERS PARK	1,739,594.00	13,480.00	55,153.50	3.17	1,684,440.50
164-JUDICIAL EDUCATION FU	0.00	0.00	0.00	0.00	0.00
165-USE TAX	1,085,252.00	43,889.74	466,610.28	43.00	618,641.72
175-Public Fac/Bond Fund	8,200,637.00	5,352.19	2,626,729.46	32.03	5,573,907.54
221-ECONOMIC DEVELOPMENT	31,819.00	0.00	31,819.00	100.00	0.00
222-AMERICAN RESCUE PLAN	135,000.00	0.00	107,844.21	79.88	27,155.79
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	25,000.00	365,000.00	0.00	(365,000.00)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
GRAND TOTAL EXPENDITURES	<u>38,052,985.00</u>	<u>1,118,117.08</u>	<u>17,663,449.05</u>	<u>46.42</u>	<u>20,389,535.95</u>
REVENUES OVER/(UNDER) EXPENDITURES	(11,311,943.00)	641,993.17	1,552,189.07		(12,864,132.07)

*** END OF REPORT ***

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS	FUND TOTAL
<u>110-GENERAL REVENUE</u>				
110-10000.000	Claim on Pooled Cash	1,646,280.00		
110-10002.000	Investment Account		4,384,450.33	
	TOTAL 110-GENERAL REVENUE	1,646,280.00	4,384,450.33	6,030,730.33
<u>121-PUBLIC HEALTH</u>				
121-10000.000	Claim on Pooled Cash	463,244.10		
121-10002.000	Investment Account		112,628.85	
	TOTAL 121-PUBLIC HEALTH	463,244.10	112,628.85	575,872.95
<u>122-LANDFILL CLOSURE</u>				
122-10000.000	Claim on Pooled Cash	848,532.63		
122-10002.000	Investment Account		32,271.46	
	TOTAL 122-LANDFILL CLOSURE	848,532.63	32,271.46	880,804.09
<u>123-LODGING TAX</u>				
123-10000.000	Claim on Pooled Cash	106,541.42		
	TOTAL 123-LODGING TAX	106,541.42	0.00	106,541.42
<u>124-CIVIC ENHANCEMENT</u>				
124-10000.000	Claim on Pooled Cash	58,992.08		
	TOTAL 124-CIVIC ENHANCEMENT	58,992.08	0.00	58,992.08
<u>125-STORMWATER</u>				
125-10000.000	Claim on Pooled Cash	9,511.34		
	TOTAL 125-STORMWATER	9,511.34	0.00	9,511.34
<u>126-PUBLIC SAFETY GRANT</u>				
126-10000.000	Claim on Pooled Cash	179,040.06		
	TOTAL 126-PUBLIC SAFETY GRANT	179,040.06	0.00	179,040.06
<u>128-PARKS/STM WTR</u>				
128-10000.000	Claim on Pooled Cash	1,333,088.32		
128-10002.000	Investment Account		281,572.08	
	TOTAL 128-PARKS/STM WTR	1,333,088.32	281,572.08	1,614,660.40
<u>129-TIF & CID SPECIAL TAX</u>				
129-10000.000	Claim on Pooled Cash	98,775.09		
	TOTAL 129-TIF & CID SPECIAL TAX	98,775.09	0.00	98,775.09
<u>130-INMATE SECURITY FUND</u>				
130-10000.000	Claim on Pooled Cash	28,504.68		
	TOTAL 130-INMATE SECURITY FUND	28,504.68	0.00	28,504.68

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS	FUND TOTAL
<u>131-FIRE PROTECTION TAX</u>				
131-10000.000	Claim on Pooled Cash	1,621,115.75		
131-10002.000	Investment Account		563,144.15	
	TOTAL 131-FIRE PROTECTION TAX	1,621,115.75	563,144.15	2,184,259.90
<u>141-FAIR ACRES SPORTS COMPLEX</u>				
141-10000.000	Claim on Pooled Cash	0.00		
	TOTAL 141-FAIR ACRES SPORTS COMPLEX	0.00	0.00	0.00
<u>142-GOLF COURSE</u>				
142-10000.000	Claim on Pooled Cash	356,027.70		
	TOTAL 142-GOLF COURSE	356,027.70	0.00	356,027.70
<u>161-CAPITAL IMPROVEMENTS</u>				
161-10000.000	Claim on Pooled Cash	1,637,426.83		
161-10002.000	Investment Account		3,011,509.04	
	TOTAL 161-CAPITAL IMPROVEMENTS	1,637,426.83	3,011,509.04	4,648,935.87
<u>162-PARKS & RECREATION</u>				
162-10000.000	Claim on Pooled Cash	408,379.96		
	TOTAL 162-PARKS & RECREATION	408,379.96	0.00	408,379.96
<u>163-MYERS PARK</u>				
163-10000.000	Claim on Pooled Cash	586,373.88		
163-10002.000	Investment Account		84,471.60	
	TOTAL 163-MYERS PARK	586,373.88	84,471.60	670,845.48
<u>164-JUDICIAL EDUCATION FUND</u>				
164-10000.000	Claim on Pooled Cash	4,343.35		
	TOTAL 164-JUDICIAL EDUCATION FUND	4,343.35	0.00	4,343.35
<u>165-USE TAX</u>				
165-10000.000	Claim on Pooled Cash	650,805.76		
	TOTAL 165-USE TAX	650,805.76	0.00	650,805.76
<u>175-Public Fac/Bond Fund</u>				
175-10000.000	Claim on Pooled Cash	1,112,446.64		
175-10002.000	Investment Account		973,312.98	
	TOTAL 175-Public Fac/Bond Fund	1,112,446.64	973,312.98	2,085,759.62
<u>221-ECONOMIC DEVELOPMENT</u>				
221-10000.000	Claim on Pooled Cash	15,517.24		
	TOTAL 221-ECONOMIC DEVELOPMENT	15,517.24	0.00	15,517.24

CITY OF CARTHAGE
CASH & INVESTMENTS BY FUND
AS OF: APRIL 30TH, 2024

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS	FUND TOTAL
<u>222-AMERICAN RESCUE PLAN ACT</u>				
222-10000.000	Claim on Pooled Cash	661,107.70		
222-10002.000	Investment Account		1,602,578.05	
	TOTAL 222-AMERICAN RESCUE PLAN ACT	661,107.70	1,602,578.05	2,263,685.75
<u>343-LIBRARY OPERATING</u>				
343-10000.000	Claim on Pooled Cash	527,091.03		
343-10000.100		0.00		
343-10002.000	Investment Account		726,582.57	
	TOTAL 343-LIBRARY OPERATING	527,091.03	726,582.57	1,253,673.60
<u>344-LIBRARY BUILDING</u>				
344-10000.000	Claim on Pooled Cash	0.00		
	TOTAL 344-LIBRARY BUILDING	0.00	0.00	0.00
<u>345-POWERS MUSEUM</u>				
345-10000.000	Claim on Pooled Cash	0.00		
	TOTAL 345-POWERS MUSEUM	0.00	0.00	0.00
<u>346-POWERS CAPITAL</u>				
346-10000.000	Claim on Pooled Cash	0.00		
	TOTAL 346-POWERS CAPITAL	0.00	0.00	0.00
TOTAL CASH & INVESTMENTS		12,353,145.56	11,772,521.11	24,125,666.67
		=====	=====	=====

*** END OF REPORT ***

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

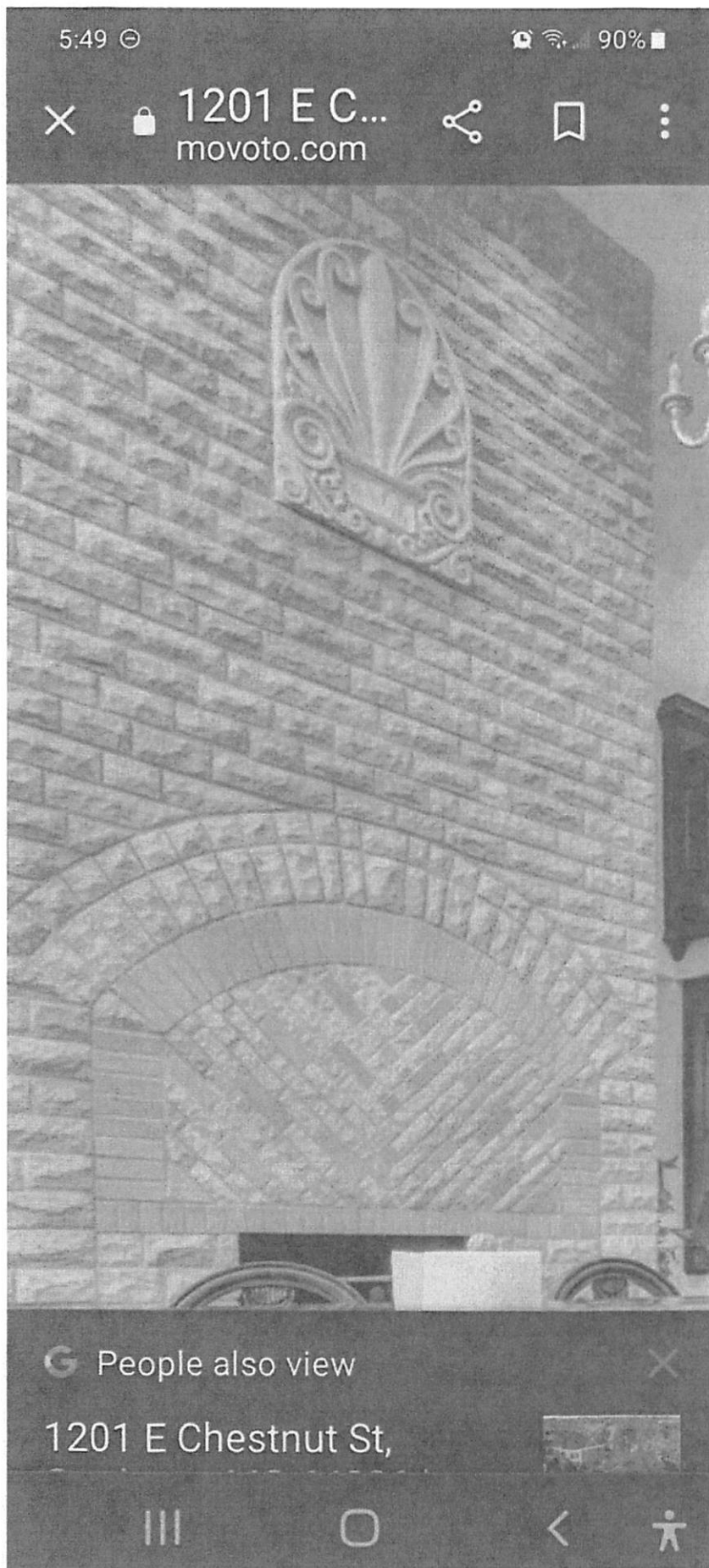
P.O.box 92
Neosho Mo. 64850
417-439-1890

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

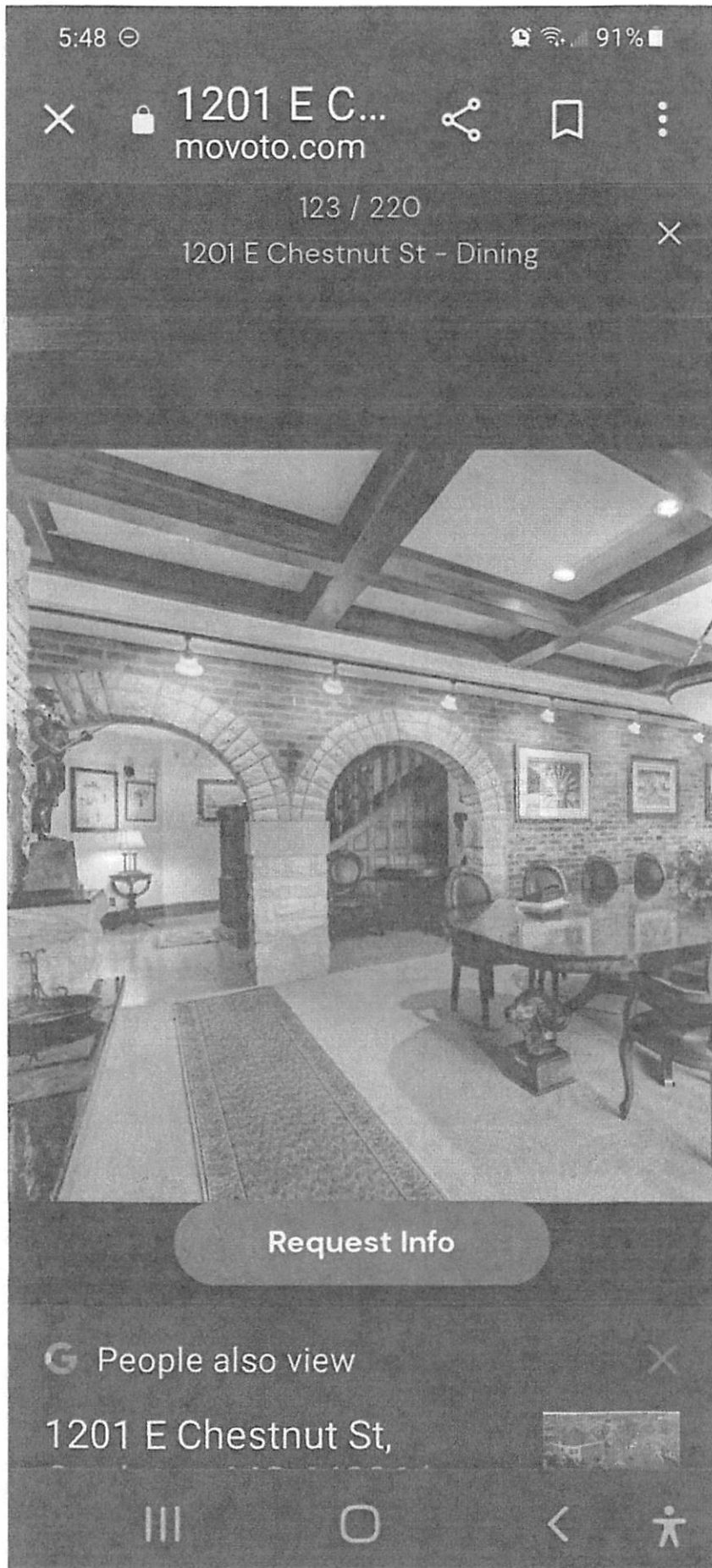
Description : Signs

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

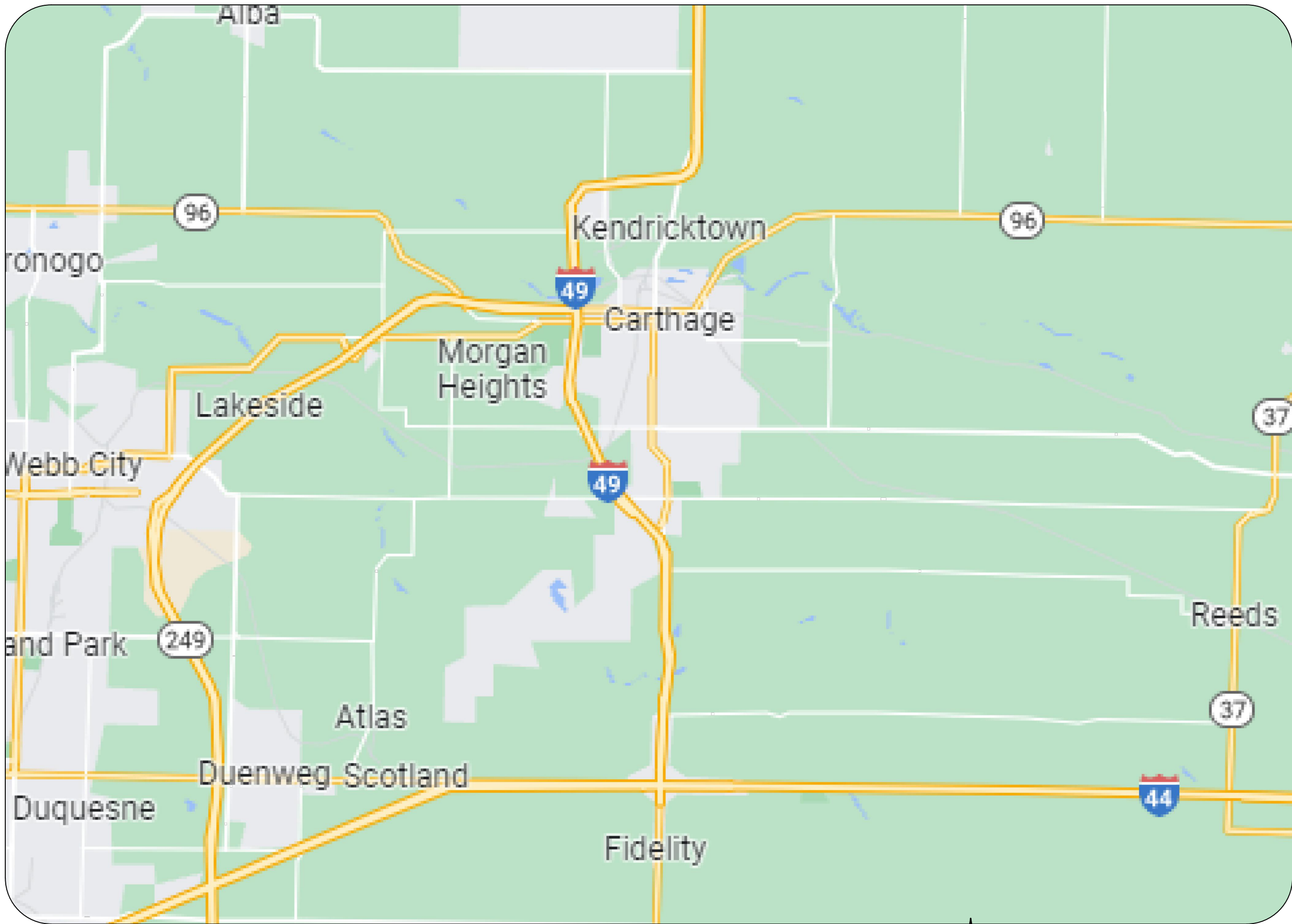
City of Carthage 326 Grant Carthage, MO 64836	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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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

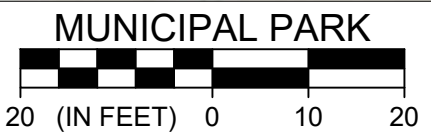
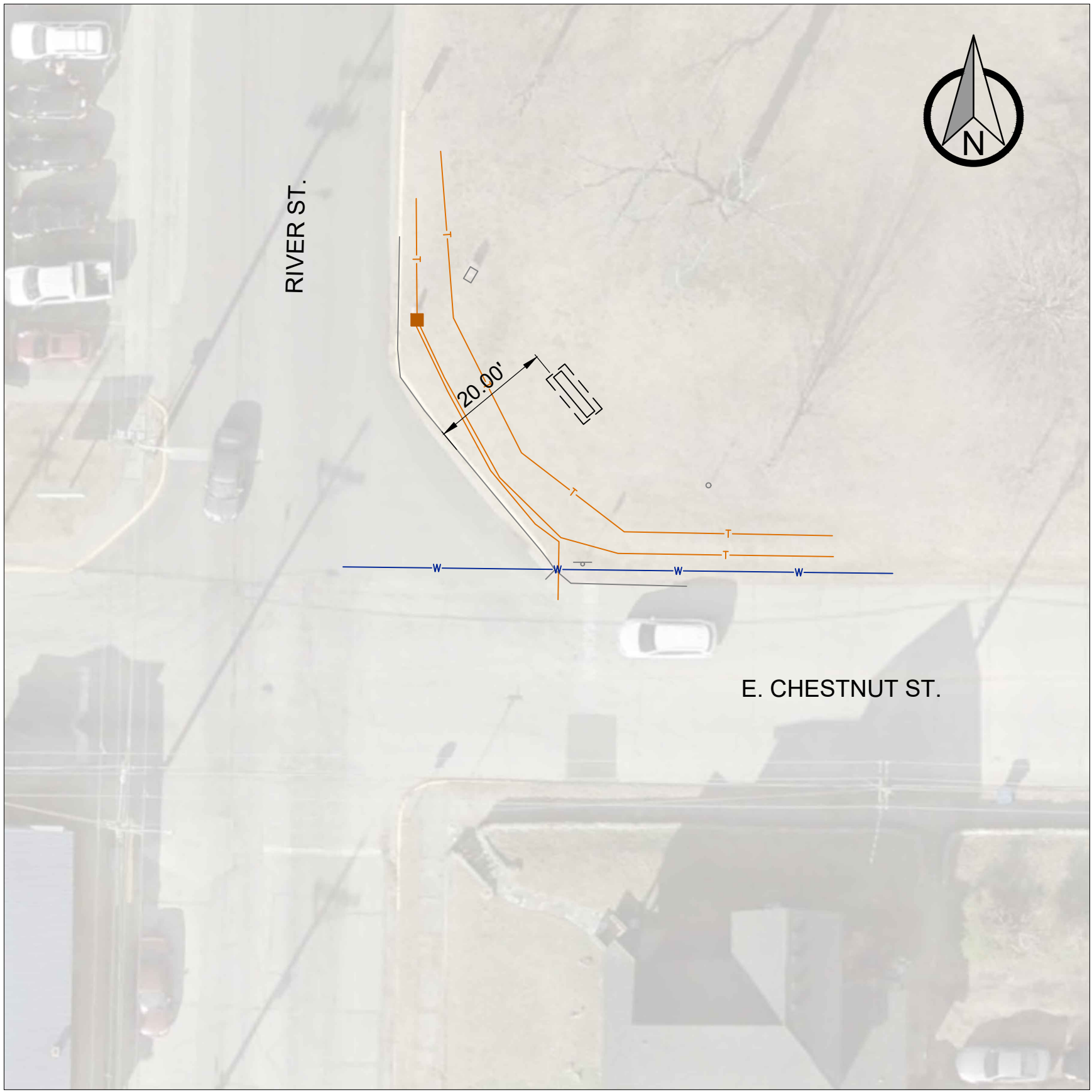
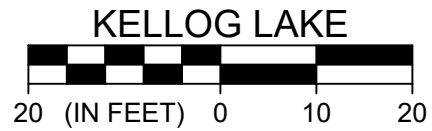
MONUMENT SIGNS FOR CITY PARKS

CARTHAGE, MISSOURI

REVISIONS		
NO.	DESCRIPTION	BY DATE



MISSOURI CERTIFICATE OF AUTHORITY E-60102/2024



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

C-3.0
SIGN PLANS

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

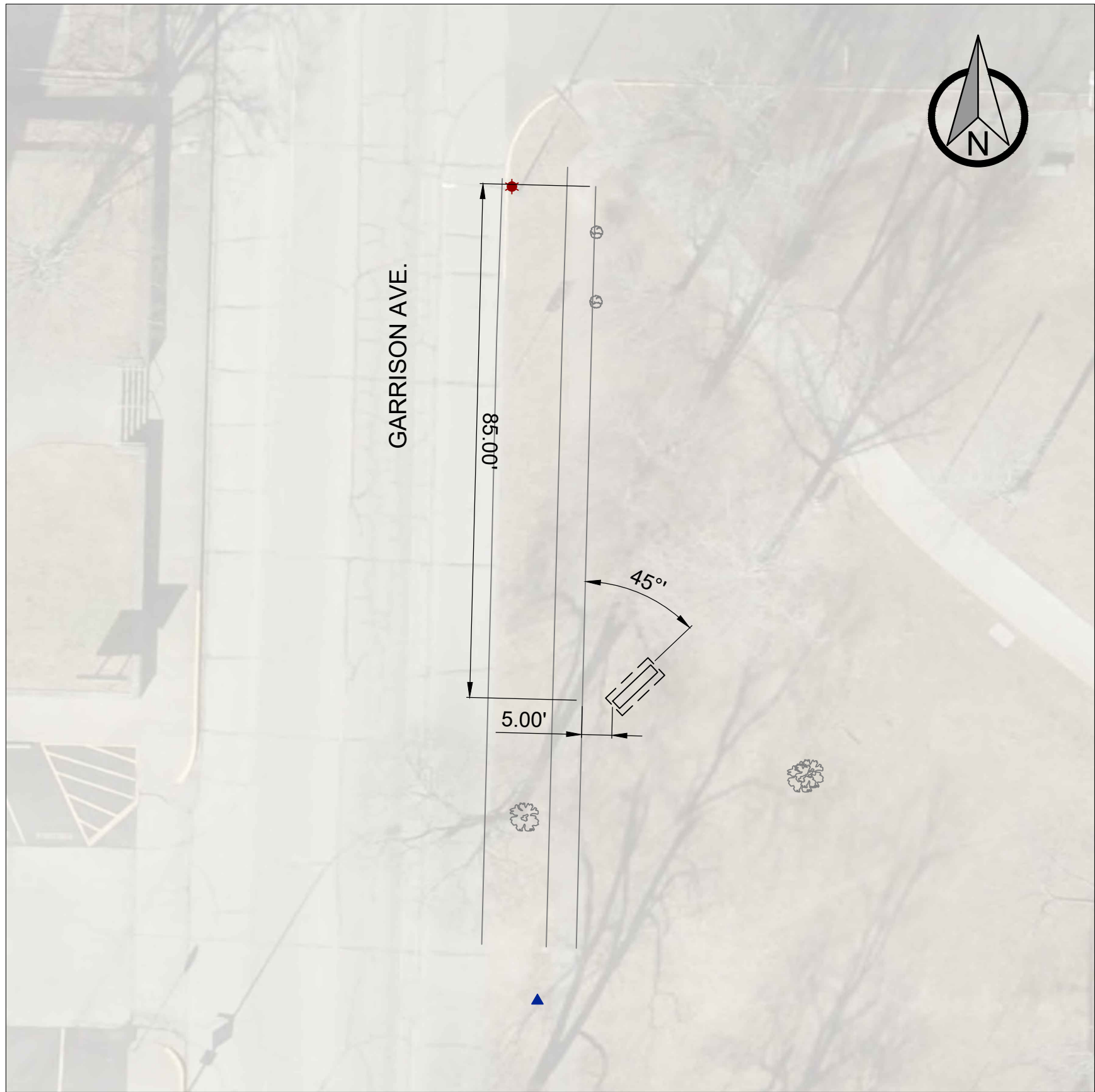
MONUMENT SIGNS
FOR CITY PARKS

CARTHAGE, MISSOURI

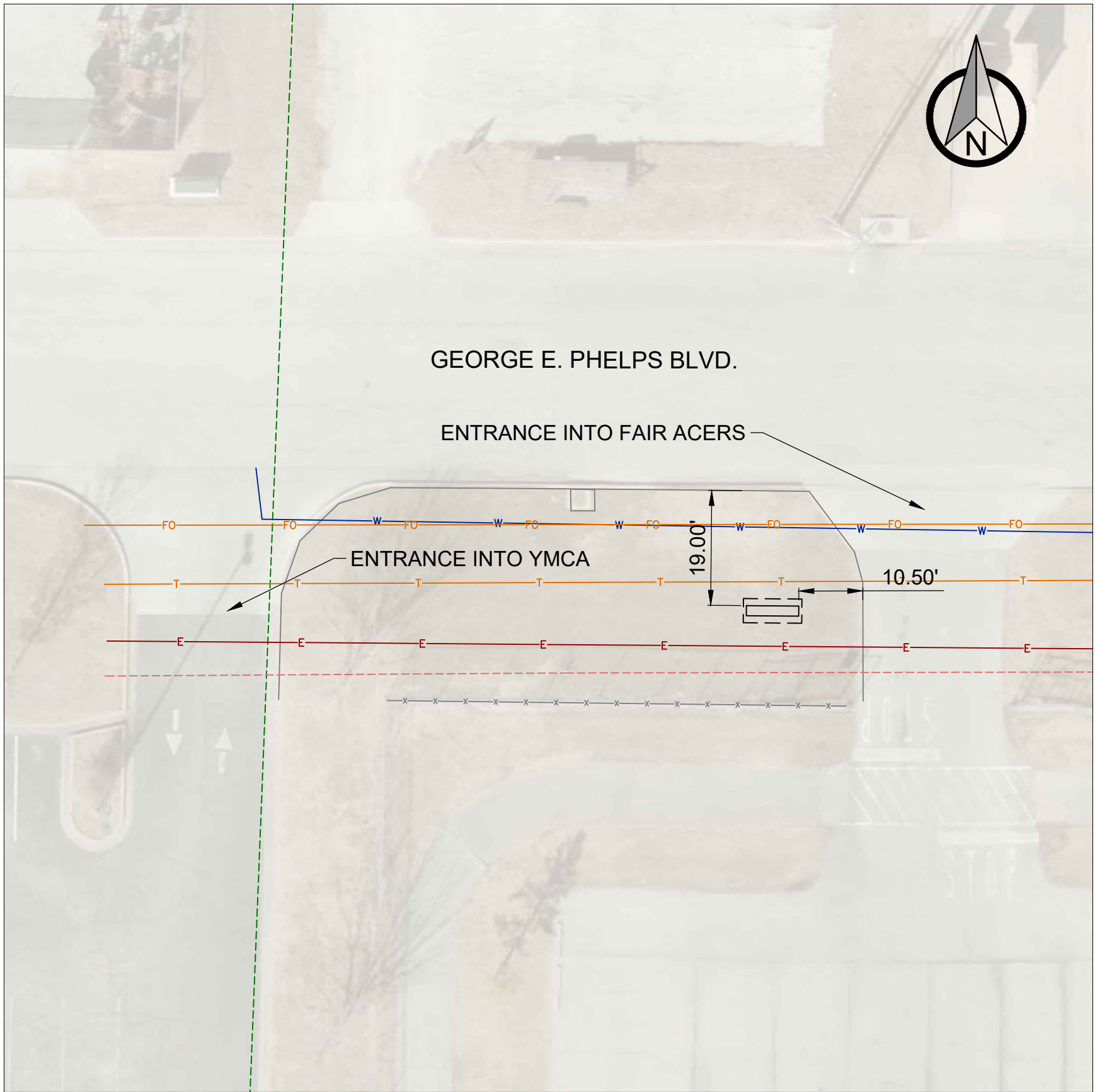
REVISIONS		
NO.	DESCRIPTION	BY DATE



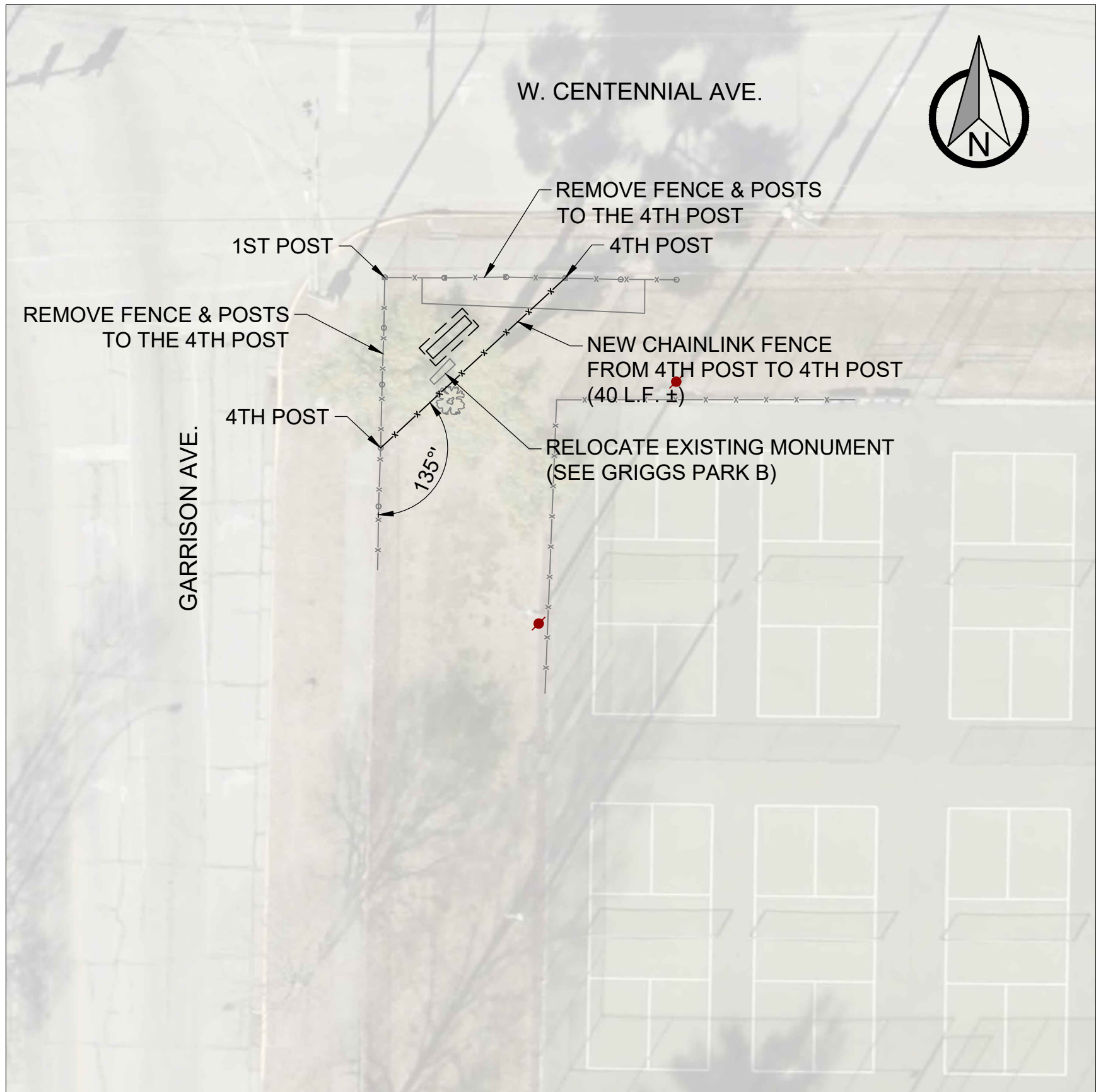
MISSOURI CERTIFICATE OF AUTHORITY E-60102/2024



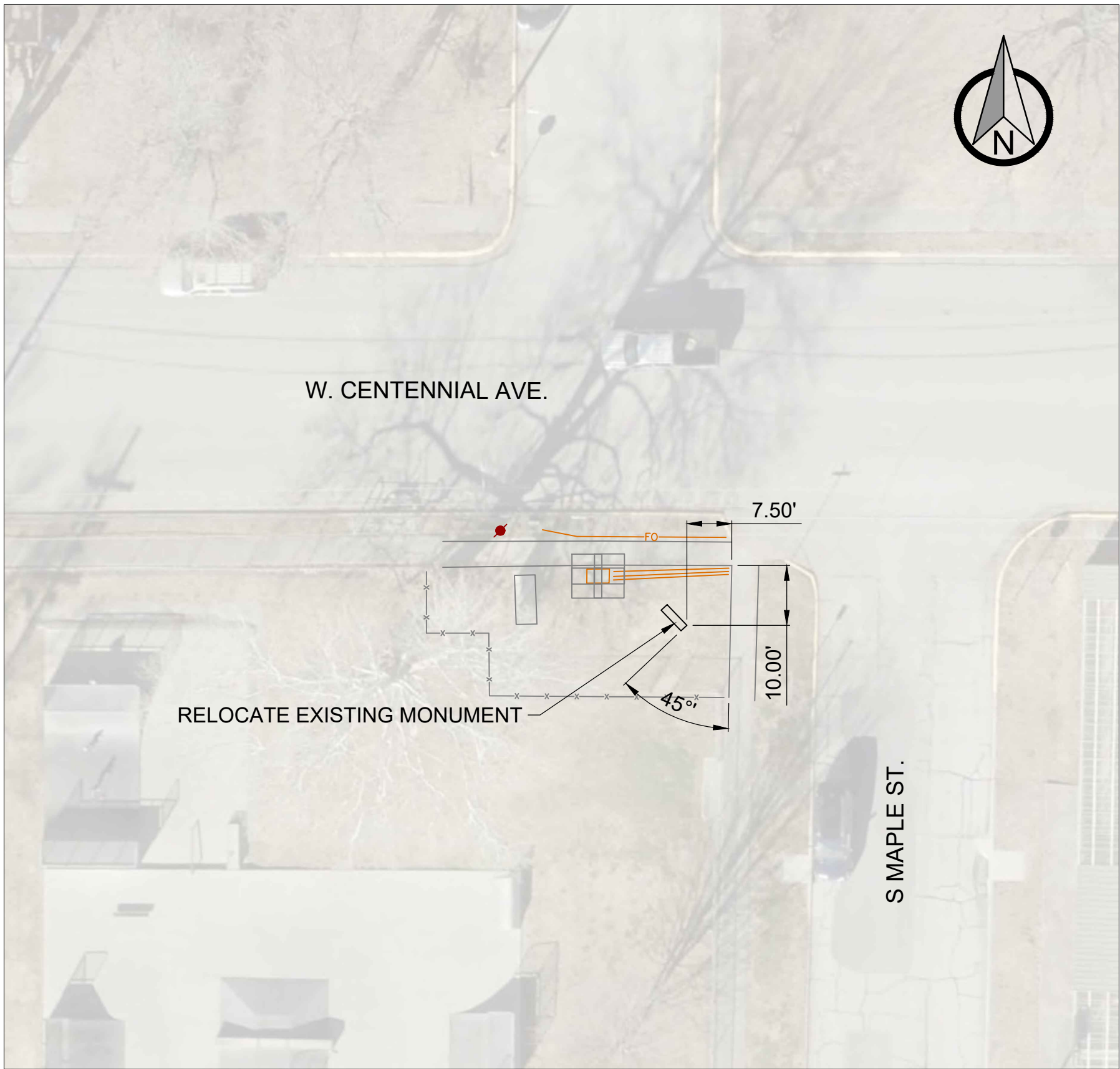
CENTRAL PARK
20 (IN FEET) 0 10 20



FAIR ACRES PARK
20 (IN FEET) 0 10 20



GRIGGS PARK A
20 (IN FEET) 0 10 20



GRIGGS PARK B
20 (IN FEET) 0 10 20

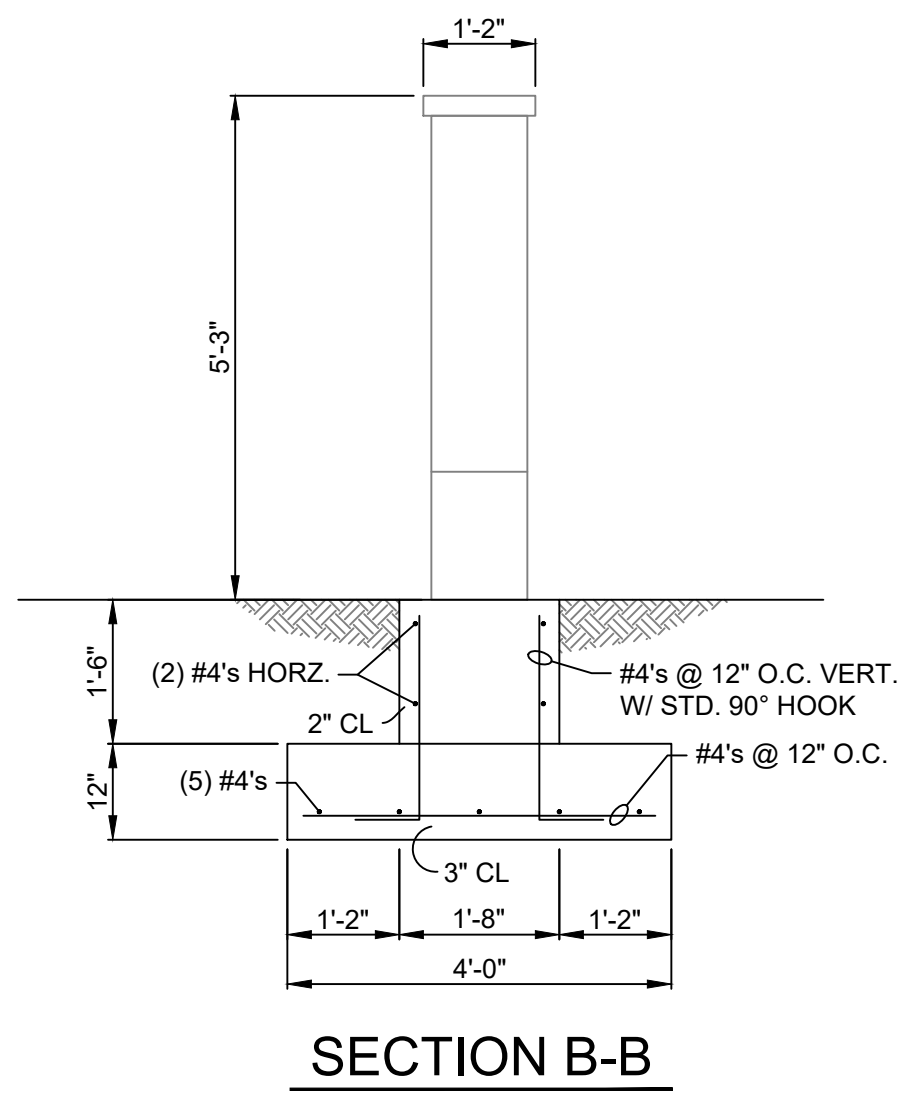
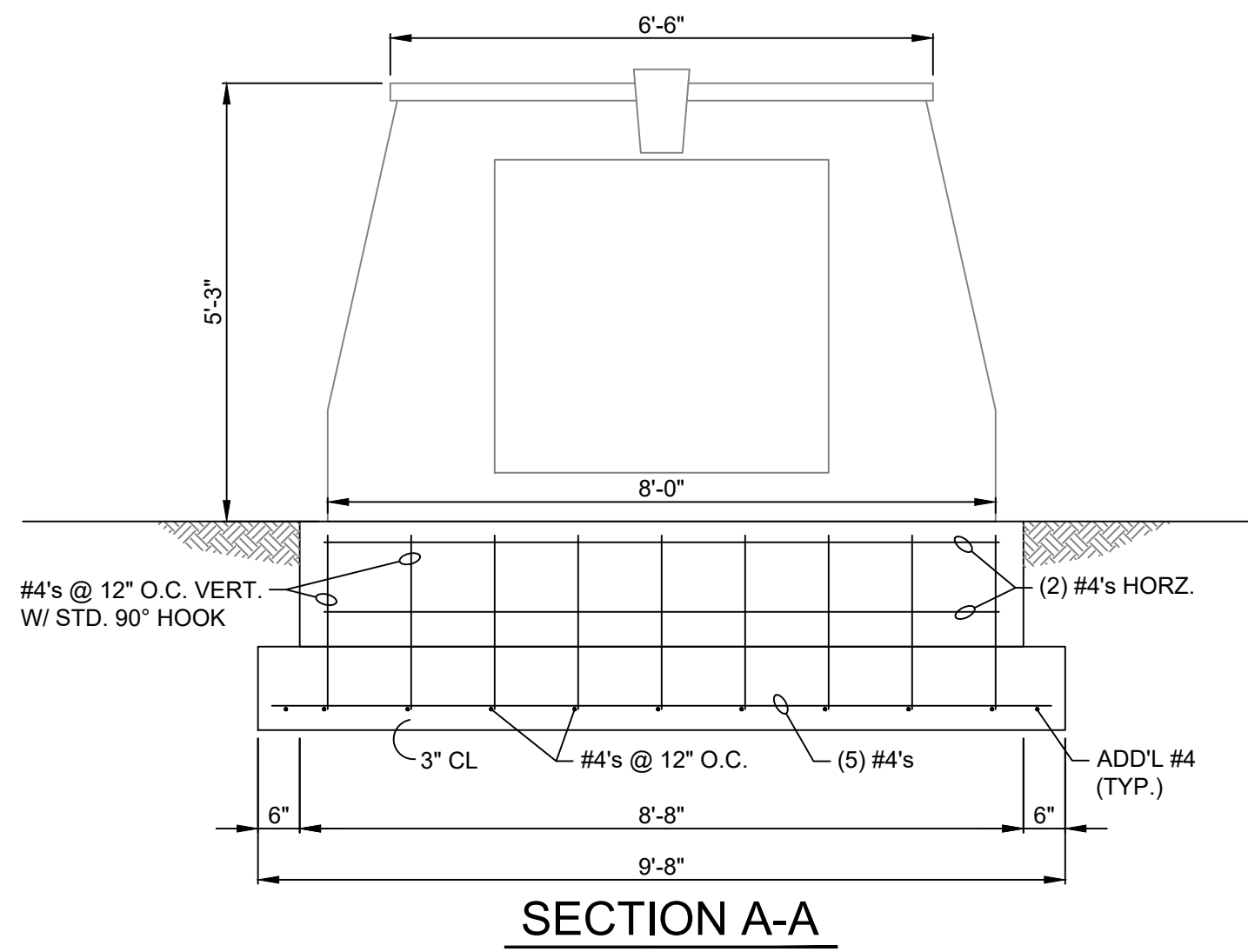
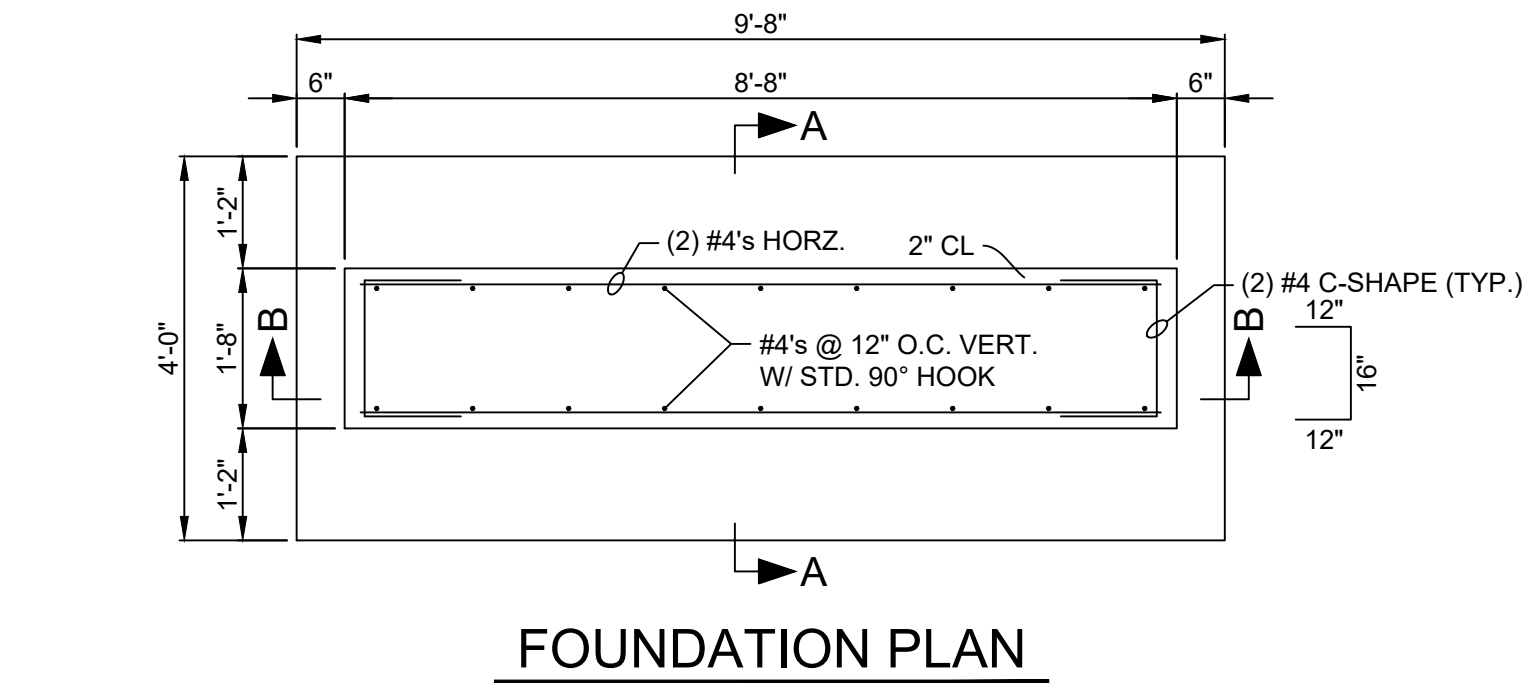


REVISIONS		BY	DATE
NO.	DESCRIPTION		

MONUMENT SIGNS
FOR CITY PARKS
CARTHAGE, MISSOURI

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





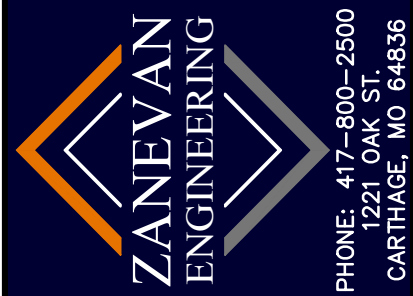
REVISIONS		BY	DATE
NO.	DESCRIPTION		

MONUMENT SIGNS
FOR CITY PARKS

CARTHAGE, MISSOURI

C-5.0
SIGN DETAILS

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



Board Liaison Representatives from Council 4/23/2024

Boards**Liaison**

Carthage Humane Society Board
Meets 3rd Thursday, 6:30 p.m., Humane Society

Lori Leece

Carthage Water & Electric
Meets 3rd Thursday, 4:00 p.m. , CW&EP

Lori Leece

Civil War Museum
Meets on call

Tiffany Cossey

County Commissioners Meeting
Meets every Tuesday 9:00 am , Jasper County Courthouse

Alan Snow

H.S. Truman Council of Government
Meets 4th Wednesday, 11:30 a.m. , C. J. Police Dept

Jana Schramm

Kellogg Lake
Meets 2nd Tuesday 6:00 p.m. , Meeting Place To Be Announced

Derek Peterson

Library Board
Meets 2nd Tuesday , 5:15 PM, Public Library

Tom Barlow

Mercy McCune-Brooks Hospital
Quarterly, Stan Schmidt's Office

Tom Barlow

Personnel Appeals Board
Meets on Call

Chris Taylor

Planning, Zoning & Historic Preservation
Meets 1st Monday at 5:30 p.m., Council Chambers

Terri Heckmaster

Police & Fire Pension
Meets on Call

Dustin Edge

Police Personnel Board
Meets on Call

Alan Snow

Tree Commission
Meets on Call

Chris Taylor

Vision Carthage
Meets 3rd Wednesday at 7:30 a.m., Chamber of Commerce

Dustin Edge

INTER

OFFICE

MEMO

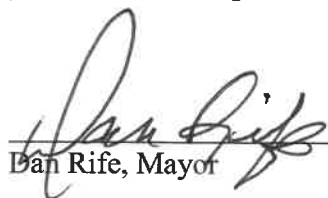
To: City Council
From: Dan Rife, Mayor
Subject: Emergency Purchase
Date: May 23, 2024

Pursuant to Part J of the City of Carthage's Purchasing Policy Manual, I have waived the customary purchasing procedures and authorized an emergency purchase. The purchase is to contract with Lauber Municipal Law Firm on a temporary basis to provide general counsel to the City while the search for a permanent attorney is underway.

The short-term counsel that was decided and voted on by the City Council has withdrawn their name from consideration. This purchase to hire Lauber Municipal Law is required due to this unforeseen circumstance and delay would seriously hinder the effective delivery of Municipal services.

The quote from Lauber is \$260 per hour for attorneys and \$100 for paralegals. The contract with this letter is temporary and will last through May 28 and then there is an option for weekly renewal until a new City Attorney is hired.

As provided by section J, I hereby advise the Council of the situation necessitating the emergency purchase and the procedures used to secure this purchase.



Dan Rife, Mayor

Copies:
Miranda Deal, City Clerk
City Council



LAUBER MUNICIPAL LAW

Serving those who serve the public

approved for emergency purchase R.B.

May 15, 2024

City of Carthage
Attn: Greg Dagnan
326 Grant Street
Carthage, Missouri 64836

RE: *Special Counsel-General Municipal Legal Services*

Dear Mr. Dagnan:

Lauber Municipal Law, LLC (the "Firm") is grateful for the opportunity to provide Special Counsel-General Municipal legal services to the City of Carthage (the "Matters"). These legal services will begin May 15, 2024 and end May 28, 2024, with the option to renew week to week until a new City Attorney is hired. I am submitting this letter to you to serve as the written agreement for my firm's engagement to provide legal services to the City concerning the Matters for the above term.

The City will be our client for this engagement. I will primarily be responsible for the engagement on behalf of the Firm; however, other experienced municipal attorneys in our firm may also provide legal services pursuant to this engagement. The scope of this engagement will be limited to the provision of legal services for the Matters described above unless otherwise directed by you.

The hourly rate for all attorneys is set at \$260 per hour. Any work completed by law clerks or paralegals (non-attorneys) will be billed at \$100 per hour. The Firm reserves the right to charge an hourly rate less than those indicated in this agreement at its sole discretion. The hourly rates for are subject to annual adjustment as described in the Additional Terms of Engagement. We take seriously what we believe is our responsibility to provide legal services within the City's budgetary resources.

The City is not required to utilize a minimum number of hours each month. We bill the hourly rates in one-tenth hour increments and provide the City with detailed monthly statements after services have been provided.

For economic development matters that are reimbursed by the applicant or project pursuant to a funding agreement, the hourly rate will be at the Firm's then-current economic development rate, which is currently \$320 per hour. Economic development matters not reimbursed by an applicant or project pursuant to a funding agreement will be charged at the standard rate of \$260 per hour.

The enclosed Additional Terms of Engagement will govern the general terms of this relationship unless otherwise agreed to in this engagement letter. If you have any questions concerning

the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact us at your convenience to discuss the matter. Our engagement as special counsel-general municipal legal services will begin upon receipt of a signed copy of this agreement (by email, fax, U.S. Mail or hand delivery). I look forward to a continued good and productive relationship.

Kindest regards,

LAUBER MUNICIPAL LAW



Holly Dodge
Senior Associate

CITY OF CARTHAGE, MISSOURI

Accepted and agreed:


(signature)

5-15-2024
(date)

By: Dan Rife, Mayor
(name), (title)



LAUBER MUNICIPAL LAW

Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law, LLC (the “Firm”), appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee’s Summit, Jefferson City, and Springfield. The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with us whenever you have questions during this engagement.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties. These documents are intended to supersede all prior documents related to the same matter.

Expectations. Upon hiring the Firm, you have put at your disposal the resources of multiple attorneys who practice municipal law exclusively; in essence, you have hired a full law department. To serve the needs of all our municipal clients quickly and efficiently, it is our business practice to attempt to acknowledge all calls and e-mails within one business day of when they are received. We generally prefer that you contact us via e-mail or call our office at (816) 525-7881, unless you have a different arrangement with your primary attorney. Text messages or calls to our cell phones are not as easy to track and should generally be limited to matters requiring immediate attention. Text messages or calls to our cell phones should not be used to communicate general requests for work to be completed. Messages received after 5:00 p.m. will be treated as though received on the following business day. We will make every effort to complete assignments communicated to us using appropriate channels within five business days. If a situation exists that requires a more immediate response or completion date, be sure to communicate this at the time you contact us regarding the matter. Please be sure to allow our attorneys adequate time to review documents and provide solutions prior to your meeting packet deadlines.

Subcontractors. From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of authorized City officials.

Periodic Billings for Legal Services. It is our policy to render periodic statements for legal services monthly. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon receipt and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 30 days after the invoice date, the Firm reserves the right at its sole discretion to elect to charge a reasonable late fee or to terminate its services, or both, consistent with applicable Rules of Professional Conduct.

Annual Rate Adjustment. All hourly rates for legal services provided by the Firm are subject to annual adjustment, at the sole discretion of the Firm, with written notice of at least thirty days.

Client Disbursements. Some matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some “client disbursements” represent out-of-pocket charges that the Firm advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your attorney, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of \$250, such as expert witness fees, court reporter fees, deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After the Firm’s services conclude, you may obtain the file for this engagement from the applicable office. If you do not obtain the file, we will retain it for a period of six years after the matter is closed. If you do not obtain the file before the end of the six-year period, the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the six-year period, you may obtain the file.

Disbursements and Other Charges. We may charge the City for certain expense items listed below that we provide in connection with the legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.15 per page (or the Firm’s cost, whichever is less) but only for each page over 100 in number. If the need to utilize an outside copy service arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm’s service agreement with LexisNexis or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm’s actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. Unless we have a different written agreement with you, we will not bill for the first 30 minutes of travel to and from the applicable Firm office to City Hall. To the extent requested by the City, electronic attendance via Zoom or a similar video platform is available as a cost-effective substitute for in-person meetings.

Internet Usage. We regularly use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law, LLC, at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to your primary attorney or one of the Firm’s partners.