

CITY OF HILLSBORO

Commission Members:

Levi Reese, President

Dave Sather, Vice President

Mike Kress, Paul Geray & Nicole Evans

19 S Main, PO Box 400

Hillsboro, ND 58045

Phone: (701) 636-4620 Fax (701) 636-4621

Auditor: Ashley Frederick

Public Works Director: Jim Anderson

City Attorney: John Juelson & J.R. Strom

REGULAR CITY COMMISSION MEETING

December 19, 2022, 6:30PM at MSCC

A G E N D A

- 1. Open with Pledge of Allegiance**
- 2. Reading of Minutes** – December 5, 2022, Regular Meeting Minutes
- 3. Presentation of Bills**
- 4. December 2022 Disconnects**
- 5. City Commissioners Reports**
- 6. Report of City Officers**
 - a. Superintendent
 - b. Attorney
 - c. Auditor
 - d. Sheriff's Office
 - e. City Engineer
 - i. Water/Sewer Project
 1. Change Order to modify the completion date
 2. First pay application approval
- 7. BC Ticket Items – See Attachment**
- 8. Old Business**
 - a. FEMA Disaster Relief
 - b. Second reading of snow ordinance
- 9. New Business**
 - a. Air-port Authority – New Appointment Approval for Jon Aslesen
 - b. Remark Technology 2023 Service Agreement approval
 - c. Amended Budget Approval
 - d. Tyler Technologies Utility Software
 - e. City Employee Raises
- 10. Citizens Addressing the Commission**
- 11. Adjournment**

**NEXT REGULAR MEETING:
Monday January 2, 2023, 6:30 PM
MAIN STREET COMMUNITY CENTER**

HBC Ticket's

- a. HBC Ticket #2021001 – 318 2nd St SE– Referred to Sheriff Department
- b. HBC Ticket #2021002 – 206 4th Ave SE- Referred to Sheriff Department/ motion was made to close this ticket.
- c. HBC Ticket # 2021003 – 222 4th Ave SE – Referred to Sheriff Department
- d. HBC Ticket # 2021004 – 103 4th St NE– Waiting on finalization from District court.
- e. HBC Ticket # 2021005- 13 S Main St. – Condemnation process started after 12/05/22 Meeting.
- f. HBC Ticket #2021007- 322 1st Ave NW- Property has been sold/ motion was made to close this ticket for now.
- g. HBC Ticket # 2022001- 203 4th St SW- Referred to Sheriff Department
- h. HBC Ticket # 2022002- 205 4th St SW- Property is up for sale, Kumar is willing to work with city.
- i. HBC Ticket # 2022003- 310 E Caledonia- Motion was made to refer to City Commission.
- j. HBC Ticket # 2022004- 218 4th St NE- Referred to Sheriff Department

DATE: 12/05/2022

TIME: 6:30 PM

THE HILLSBORO BOARD OF CITY COMMISSIONERS HELD A REGULAR MEETING AT MAIN COMMUNITY CENTER AT THE ABOVE DATE AND TIME.

Commissioners present: Reese, Sather, Kress, Geray, Evans

Commissioners Absent: none

Commissioner Reese opened the meeting with the Pledge of Allegiance at 6:30 PM.

Reading of the Minutes:

Commissioner Sather moved to approve the November 21, 2022, Regular City Commission Meeting Minutes. Commissioner Geray seconded. None voted no. Motion carried.

Presentation of Bills

<i>EOM to be approved on 12/05/2022</i>	<i>PAID on 11/30/2022</i>	<i>Amount</i>	<i>Check #</i>
<i>James P. Baumgartner</i>	<i>Payroll</i>	<i>\$3,434.23</i>	<i>26153</i>
<i>Nicole Evans</i>	<i>Payroll</i>	<i>\$831.15</i>	<i>26154</i>
<i>Paul A Geray</i>	<i>Payroll</i>	<i>\$831.15</i>	<i>26155</i>
<i>Micheal G Kress</i>	<i>Payroll</i>	<i>\$831.15</i>	<i>26156</i>
<i>Candice Monroe</i>	<i>Payroll</i>	<i>\$1,832.22</i>	<i>26157</i>
<i>Levi A Reese</i>	<i>Payroll</i>	<i>\$1,108.20</i>	<i>26158</i>
<i>David R Sather</i>	<i>Payroll</i>	<i>\$831.15</i>	<i>26159</i>
<i>Terry A Wika</i>	<i>Payroll</i>	<i>\$192.18</i>	<i>26160</i>
<i>Jay J. Alfson</i>	<i>Payroll</i>	<i>\$2,852.31</i>	<i>500540e</i>
<i>James M. Anderson</i>	<i>Payroll</i>	<i>\$5,017.05</i>	<i>500541e</i>
<i>Zachary Anderson</i>	<i>Payroll</i>	<i>\$2,959.23</i>	<i>500542e</i>
<i>Julie H. Bjorklund</i>	<i>Payroll</i>	<i>\$2,824.89</i>	<i>500543e</i>
<i>Ashley D. Frederick</i>	<i>Payroll</i>	<i>\$3,453.27</i>	<i>500544e</i>
<i>Bryan D. Hall</i>	<i>Payroll</i>	<i>\$2,825.28</i>	<i>500545e</i>
<i>Jonthan E. Hams</i>	<i>Payroll</i>	<i>\$3,526.14</i>	<i>500546e</i>
<i>Sara Myers</i>	<i>Payroll</i>	<i>\$2,383.60</i>	<i>500547e</i>
<i>Taxes Federal</i>	<i>Payroll taxes</i>	<i>\$10,451.49</i>	<i>827e</i>
<i>Blue Cross Blue Shield of ND</i>	<i>Dental & Vision Ins</i>	<i>\$1,047.00</i>	<i>828e</i>
<i>Bell State Bank & Trust</i>	<i>Profit Sharing Plan</i>	<i>\$2,715.16</i>	<i>829e</i>
<i>Microsoft Online</i>	<i>Nov 2022 Services</i>	<i>\$390.00</i>	<i>830e</i>
<i>ND Pers</i>	<i>Health Ins</i>	<i>\$12,679.60</i>	<i>831e</i>
<i>Total Accounts Payable</i>		<i>\$63,016.45</i>	

<i>A P to be approved on 12/05/2022</i>		<i>Amount</i>	<i>Check #</i>
<i>A & J Willison LLC</i>	<i>blade gravel Anchor 10/24 and 11/08/22</i>	<i>\$660.00</i>	<i>26163</i>
<i>Allegiant</i>	<i>Load Mangement Project</i>	<i>\$4,327.40</i>	<i>26164</i>
<i>APWA</i>	<i>membership - Jim A</i>	<i>\$222.00</i>	<i>26165</i>
<i>American Water Works Association</i>	<i>Jim Anderson membership renewal</i>	<i>\$75.00</i>	<i>26166</i>
<i>Aramark</i>	<i>Linens - Armory & CH</i>	<i>\$136.39</i>	<i>26167</i>

Bell Bank	Retirement Fees	\$375.00	26168
Butler Machinery	Inv 00PS0603777 parts/Inv 00WO0251423	\$17,899.41	26169
Core & Main	Inv R414899	\$495.36	26170
East Central Regional Water District	water	\$8,770.33	26171
GreenEarth Landscaping	Riverwalk addition	\$71,437.96	26172
Halstad Telephone Company	Inv 100437011	\$974.27	26173
Hawkins	chemicals	\$6,009.99	26174
Hillsboro Banner	October/November Invoices	\$1,717.12	26175
KRJB	November Advertising	\$997.00	26176
Loffler	copier usage November 2022	\$134.48	26177
Vonie Manthey	reimbursement for plumbing issues from street work	\$324.56	26178
Manthey, Wayne	Nov Snow Removal	\$728.75	26179
Microsoft Online	online services 10/27/22-11/26/22	\$390.00	832e
Midwest Pest control	Exterminator	\$227.00	26180
Miller's Fresh Foods	Grocery items 11/14/22	\$5.97	26181
MRES	Meter Count Monthly	\$465.00	26182
Naastad Brothers Inc	Riverwalk & 2022 equipment hauling	\$3,524.50	26183
ND OneCall, Inc	November service	\$63.35	26184
Nodak Electric Cooperative	repair transformer feeding the Breen house	\$478.80	26185
Payment Network Service	PSN 11/01/22-11/30/22	\$478.03	833e
Olsen Hardware	Inv A93454 - Supplies	\$327.59	26186
Sandbo Plumbing	Plugged Line - Tomblin Sewer invoice 11768	\$375.00	26187
sorum Oil	fuel	\$3,921.88	26188
Tomblin, Kathy	Sewer main re-embursement	\$785.00	26189
Trail County Highway Dpt.	Tree Debris Removal from Park Bridge	\$2,264.40	26190
Trail County Treasurer	Trail County sheriff policing contract	\$17,254.08	26191
Waste Management	WM Roll Offs	\$3,634.88	26192
Water Environment Federation	Jim Anderson membership renewal	\$90.00	26193
Water Smith Inc	City Water WeLI Up grade pumping equipment	\$40,278.00	26194
Wright Implement, Inc	Ford 880 Truck Repairs	\$985.27	26195
		\$190,833.77	

Commissioner Kress moved to pay bills as presented. Commissioner Geray seconded. None voted no. Motion carried.

City Commissioners Reports:

Commissioner Reese –

Commissioner Geray – nothing to report

Commissioner Evans - nothing to report

Commissioner Kress – Commissioner Sather and Commissioner Kress went through the inventory

Commissioner Sather – Nothing to report.

City Officers Reports:

Public Works Director Anderson – Nothing to report.

City Attorney Strom - Nothing to report

City Auditor Frederick – Nothing to report.

City Engineer Swanson – Nothing to report.

Sheriff's Office - Nothing to report

BC Ticket Items – nothing to report.

Old Business:

New Business:

Citizens Addressing the Commission:

Adjournment:

Commissioner Sather moved to adjourn the meeting at 7:53pm. Commissioner Kress seconded. Motion carried.

Ashley Frederick
City Auditor

Levi Reese
Commission President

**The next regular meeting of the Hillsboro Board of City Commissioners
will be at 6:30 PM on Monday, December 19, 2022, at Main Street Community Center.**

A P to be approved on 12/19/2022	PAID on 12/19/2022	Amount	Check #
Allegiant Utility Services	Load m	\$9,012.17	
Aramark	Rugs & Mops	\$136.39	
Bell State Bank & Trust	Qtrly base fees	\$375.00	ACH
Boe's Tree Care. LLC	removal of select trees	\$15,000.00	
Border States	Electric parts	\$2,641.10	
Business Essentials	office supplies	\$431.81	
Butler Machinery	Snowblade & skid shoes & electronics	\$6,420.51	
Dakota Natural Gas	heat shop	\$266.33	
Ewing Oil	Fuel	\$255.03	
Grainger	Inv 9526917183, box end wrench, ear-muffs	\$55.38	
Hawkins	Chemicals	\$374.51	
Hillsboro Airport Authority	Oct & Nov contribution	\$859.74	
HLB Economic Development	Billboard project - City share	\$4,695.00	
HLB Economic Development	Sales tax	\$16,312.86	
HLB Economic Development	Lodging tax	\$852.60	
Hillsboro Park Board	Rev Sharing Nov	\$2,492.34	
JP Morgan Chase	Credit card Nov	\$1,115.91	ACH
Jet-Way Multiple Services	televise home sewer line at park entrance	\$1,147.50	
Lawson Products	Degreaser, solder tube	\$169.05	
Lowry Engineering	construction documents	\$1,611.25	
MEI Engineering	System Electrical Mapping	\$2,465.00	
Missouri River Energy Services	Nov Energy Services	\$140,977.11	ACH
Naastad Brothers	Equipment hauling, Sewer repair, Water leak	\$10,691.75	
NAPA Auto Parts	Shop supplies	\$330.15	
Nodak Electric Cooperative	repair outage on west side, transformer Breen	\$954.05	
North Dakota League of Cities	Drug & alcohol testing program - 2023 fee	\$350.00	
Paulson Gravel services	Sand for water break	\$1,050.00	
Premium Waters	Water service shop & city hall	\$101.17	
RMB Environmental Lab	Water testing	\$103.46	
Sandbo Plumbing`	Public Works shop	\$1,483.67	
Spray Advantage	Hose & couplers wtp	\$126.18	
T & R Electric Supply	Three phase pad mount	\$8,904.83	
TeamLab	Super Bugs, Mega Bugs Plus Winter Blend	\$3,619.00	
USA Blue Book	Water Testing supplies	\$2,794.69	
Valley Plains Equipment	Hose fitting, hardware	\$30.32	
Waste Management	Trash account	\$22,575.83	
		<u>\$260,781.69</u>	

\$521,563.38

Form RD 1924-7
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

ORDER NO. 1
DATE 12/15/2022
STATE North Dakota
COUNTY Traill

CONTRACT FOR WM & SS FM Replacement

OWNER City of Hillsboro

To Breidenbach Excavating

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Revised Substantial Completion Date: 04/28/23	\$ 0.00	\$ 0.00
Revised Final Completion Date: 05/31/23	0.00	0.00
TOTALS	\$ 0.00	0.00
NET CHANGE IN CONTRACT PRICE	\$ 0.00	0.00

JUSTIFICATION:

Additional time needed to complete Water Main Replacement and Sanitary Sewer Force Main Replacements for the City of Hillsboro. As a result of equipment breakdowns and weather related equipment malfunctions, additional time is necessary to complete the work.

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: Zero Dollars

Dollars (\$ 0.00).

The Contract Total Including this and previous Change Orders Will Be: Nine Hundred Fifty-Four

Thousand Nine Hundred Eighty-One Dollars Dollars (\$ 954,981.00).

The Contract Period Provided for Completion Will Be (~~Increased~~) (Decreased) (Unchanged) : 181 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____
(Owner)

(Date)

Recommended _____
(Owner's Architect/Engineer)

12/15/2022

(Date)

Accepted _____
(Contractor)

(Date)

Approved by Agency _____
(Name and Title)

(Date)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-01042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- ORIGINAL-BORROWER'S CASE FOLDER
- COPY-CONTRACTOR
- COPY-BORROWER



Contractor's Application for Payment No. 1

Application Period:	9/29/2022 -10/23/2022	Application Date:	12/15/2022
To (Owner):	City of Hillsboro	From (Contractor):	Breidenbach Excavating
Project:	Water Main Replacement & Sanitary Force Main Improvements	Via (Engineer):	Advanced Engineering & Environmental Services, Inc.
Owner's Contract No.:		Contract:	Contract No.1 - General Construction Subtotal Base Bid, Alternative No.1, Alternative No.2
		Contractor's Invoice No.:	
		Engineer's Project No.:	P00116-2020-005

Application For Payment Change Order Summary

Number	Additions	Deductions	
1	NA	NA	1. ORIGINAL CONTRACT PRICE..... \$ <u>954,981.00</u>
2			2. Net change by Change Orders..... \$ _____
3			3. Current Contract Price (Line 1 ± 2)..... \$ <u>954,981.00</u>
4			4. TOTAL COMPLETED AND STORED TO DATE
5			(Column F on Progress Estimate)..... \$ <u>73,586.00</u>
6			5. RETAINAGE:
			a. 5% X <u>73,586.00</u> Work Completed..... \$ <u>3,679.30</u>
			b. 5% X _____ Stored Material..... \$ _____
			c. Total Retainage (Line 5a + Line 5b)..... \$ <u>3,679.30</u>
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ <u>69,906.70</u>
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ <u>69,906.70</u>
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G on Progress Estimate + Line 5 above)..... \$ <u>885,074.30</u>
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

Payment of: \$ 69,906.70
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Funding Agency (if applicable)) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Water Main Replacement & Sanitary Force Main Improvements							Application Number: 1				
Application Period: 9/29/2022 -10/23/2022							Application Date: 12/15/2022				
A			B	C	D	E	F		G		
Item			Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description										
General Construction Subtotal Base Bid No. 1											
A	Mobilization (l.s.)		1.00	\$10,000.00	\$10,000.00	-					\$10,000.00
B.1	Water Main, 6-inch DIPS DR13.5 HDPE (l.f)		80.00	\$14.00	\$1,120.00	-					\$1,120.00
B.2	Water Main, 8-inch DIPS DR13.5 HDPE (l.f)		80.00	\$20.00	\$1,600.00	-					\$1,600.00
B.3	Water Main, 10-inch DIPS DR13.5 HDPE (l.f)		80.00	\$26.00	\$2,080.00	-					\$2,080.00
B.4	Water Main, 12-inch C900 DR 25 CI 165 PVC		350.00	\$49.00	\$17,150.00	-					\$17,150.00
C	Directional Bore, 12-inch DR 13.5 DIPS POLY		325.00	\$75.00	\$24,375.00	-					\$24,375.00
D.1	Interstate Crossing		1.00	\$190,000.00	\$190,000.00	-					\$190,000.00
E.1	Fittings, 12-inch POLY 45° Bend		1.00	\$5,000.00	\$5,000.00	-					\$5,000.00
E.2	Fittings, 12-inch by 8-inch POLY Tee		1.00	\$2,500.00	\$2,500.00	-					\$2,500.00
F.1	Tie-In to Connection, 12" West Interstate Tie-in		1.00	\$10,000.00	\$10,000.00	-					\$10,000.00
F.2	Tie-In to Connection, 10" and 6" East Interstate Tie-in		1.00	\$13,606.00	\$13,606.00	-					\$13,606.00
G.1	Gate Valve, 8-inch		1.00	\$5,698.00	\$5,698.00	-					\$5,698.00
G.2	Gate Valve, 10-inch		2.00	\$7,694.00	\$15,388.00	-					\$15,388.00
G.3	Gate Valve, 12-inch		1.00	\$9,376.00	\$9,376.00	-					\$9,376.00
H	Fire Hydrant		1.00	\$12,203.00	\$12,203.00	-					\$12,203.00
I	1-inch Flush/Air Blow-off Valve		1.00	\$1,000.00	\$1,000.00	-					\$1,000.00
J	Signs		3.00	\$100.00	\$300.00	-					\$300.00
K	Seeding (w/ straw mulch in the R.O.W.'s)		2.00	\$200.00	\$400.00	-					\$400.00
L	Gravel		20.00	\$25.00	\$500.00	-					\$500.00
M	A/C Pipe Disposal		1.00	\$500.00	\$500.00	-					\$500.00
General Construction Base Bid No.1 Subtotal					\$322,796.00						\$322,796.00
Alternative No. 1											
A	Mobilization (l.s.)		1.00	\$12,000.00	\$12,000.00	0.25	\$3,000.00	\$3,000.00	25.0%		\$9,000.00
B.1	Open Cut Force Main, 8-inch DR 13.5 DIPS Poly (l.f.)		40.00	\$20.00	\$800.00	-					\$800.00
B.2	Open Cut Force Main, 10-inch DR 13.5 DIPS Poly (l.f.)		850.00	\$26.00	\$22,100.00	561.00	\$14,586.00	\$14,586.00	66.0%		\$7,514.00
B.3	Open Cut Force Main, 14-inch DR 13.5 DIPS Poly (l.f.)		6,025.00	\$46.00	\$277,150.00	-					\$277,150.00
C.1	Directional Bore, 10-inch DR 13.5 DIPS Poly (l.f.)		400.00	\$70.00	\$28,000.00	200.00	\$14,000.00	\$14,000.00	50.0%		\$14,000.00
C.2	Directional Bore, 14-inch DR 13.5 DIPS Poly (l.f.)		450.00	\$94.00	\$42,300.00	-					\$42,300.00
D	Cased Bores (Highway 81 and River Crossing)		1.00	\$42,000.00	\$42,000.00	1.00	\$42,000.00	\$42,000.00	100.0%		
E.1	Fitting, 10-inch POLY 45° Bend (ea.)		1.00	\$1,000.00	\$1,000.00	-					\$1,000.00
E.2	Fitting, 14-inch POLY 45° Bend (ea.)		4.00	\$2,865.00	\$11,460.00	-					\$11,460.00
F.1	Tie-In Connections (to existing Lift Stations)		2.00	\$15,000.00	\$30,000.00	-					\$30,000.00
F.2	Tie-In to Existing 10" A.C.		1.00	\$8,300.00	\$8,300.00	-					\$8,300.00
F.3	Tie-In Existing Pool Sanitary Service to New Forcemain		1.00	\$2,200.00	\$2,200.00	-					\$2,200.00
F.4	Tie-In to Existing Lagoon PVC		1.00	\$10,000.00	\$10,000.00	-					\$10,000.00

G.1	Gate Valve, 10-inch	5.00	\$7,750.00	\$38,750.00	-				\$38,750.00	
G.2	Gate Valve, 14-inch	2.00	\$16,850.00	\$33,700.00	-				\$33,700.00	
H	14-inch ARV (includes manholes, valve, piping, assembly)	2.00	\$10,000.00	\$20,000.00	-				\$20,000.00	
I	Signs	7.00	\$100.00	\$700.00	-				\$700.00	
J	Seeding (w/ straw mulch in the R.O.W.'s)	5.00	\$125.00	\$625.00	-				\$625.00	
K	Gravel	40.00	\$15.00	\$600.00	-				\$600.00	
L	Temporary Trucking during Tie-Ins	1.00	\$400.00	\$400.00	-				\$400.00	
M	A.C. Pipe Disposal	1.00	\$100.00	\$100.00	-				\$100.00	
	Alternate No.1 Subtotal			\$582,185.00		\$73,586.00		\$73,586.00	12.6%	\$508,599.00
					-					
	Alternate No.2				-					
	New Lagoon Outfall Structure With Bore	1.00	\$50,000.00	\$50,000.00	-					\$50,000.00
					-					
	Alternate No.2 Subtotal			\$50,000.00						\$50,000.00
					-					
	Contract No. 1 - Base Bid Total			\$954,981.00		\$73,586.00		\$73,586.00	7.7%	\$881,395.00

ESTIMATE OF FUNDS NEEDED
FOR
30-Day Period Commencing
11/15/2022

Name of Borrower CITY OF HILLSBORO

Items	Amount of Funds
Development	\$ 69,906.70
Contract or Job No. <u>Breidenbach</u>	
Contract or Job No. _____	
Contract or Job No. _____	
Land and Rights-of-Way	0.00
Legal Services	0.00
Engineering Fees	0.00
Interest	0.00
Equipment	0.00
Contingencies	0.00
Refinancing	0.00
Initial O&M	0.00
Other	0.00
TOTAL	\$ 69,906.70

Prepared by CITY OF HILLSBORO

Name of Borrower

By _____

Date 12/15/2022

Approved by _____

Keri Ihry Hodem, Loan Specialist

Date _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Submitted:

Name:

Conf Nbr:

Ashley Frederick

From: Justin Kleckner <jkleckner@degelman.com>
Sent: Wednesday, December 14, 2022 10:34 AM
To: Ashley Frederick
Cc: Randy Aarestad (Randy.aarestad@redriverbank.com); Kyle Klapper; Leslie Hurt; devoncote50@outlook.com
Subject: (EXTERNAL) Airport Authority Member Recommendation

***** **CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe. *****

Ashley,

As per our phone call this morning;

Les Hurt will be retiring from the Hillsboro Airport Authority in January 2023. Les has been on the board since 2006 and currently serves the role of Treasurer. Less has done many great things at the airport and has been a crucial part of the growth of that piece of local infrastructure.

We ran an add in the paper looking for interested candidates to come forward in December as required.

Last night at our monthly authority meeting the board voted to recommend Jon Aslesen be appointed to the Airport Authority board by the Hillsboro City commission at the next regular meeting. Jon is a local pilot and operates a commercial application business out of the Hillsboro Airport along with his family. He is committed to contributing what is necessary to continue to see impressive growth at our local airport.

Please confirm once the city commission has the chance to appoint Jon.

Sincerely,

Justin Kleckner, *Vice President & General Manager*

Degelman Industries USA Ltd

cell: 701-388-1787

office: 701-636-1876

105 South Boeddeker Drive | Hillsboro, ND

www.degelman.com

Degelman | ENGINEERED TOUGH

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
REMARK CONSULTING
AND
CITY OF HILLSBORO**

This is an Agreement effective January 1, 2023 (“Effective Date”) between City of Hillsboro (“Customer”), and Remark Consulting (“Remark”) for the provision of Professional Consulting Services (“Services”).

1. **SCOPE.** Under this Agreement, Customer shall purchase and Remark shall supply Services as described in the attached Exhibit(s).
2. **TERM.** This Agreement will commence on the Effective Date. Specific Service and Expiration Dates associated with each service are described in the attached Exhibit(s).

Should Remark continue to provide Service after the Expiration Date(s) specified in the Exhibit(s) without a further agreement, Service will continue on an hourly basis as described in Section 4 “Hourly Rates.”

3. **CHARGES.** Customer agrees to pay the charges shown on the attached Exhibit(s). Applicable taxes shall be added to the charges shown on that Exhibit.
4. **HOURLY RATES:** Should the Customer fail to renew before Service Expiration Date, or if the Customer fails to submit a written request to cancel service at Service Expiration Date, service will automatically renew and be charged at an hourly rate.
5. **BILLING FOR SERVICE.** Remark bills as described in the attached Exhibit(s). Customer shall pay all applicable charges by the 10th day of the current month as described in the attached Exhibit(s). Late payment charges may be assessed and billed at 1 ½ percent per month on the unpaid balance.
6. **TERMINATION.** Either party may terminate this Agreement for cause provided written notice specifying the cause for termination and requesting correction within thirty (30) days is given the other party and such cause is not corrected within such thirty (30) day period. Cause is any material breach of the terms of this Agreement. If Customer terminates this Agreement WITHOUT cause, Customer shall pay for the full term as specified in the attached Exhibit(s).
7. **SERVICE SUSPENSION/MAINTENANCE.** Remark may, from time to time, suspend Service for routine maintenance or rearrangement of facilities or equipment. Remark will give Customer advance notification of the Service suspension.
8. **PERSONAL INJURY; PROPERTY DAMAGE.** Each party shall be responsible for any actual physical damages it directly causes in the course of its performance under this Agreement, limited to damages resulting from personal injuries, death, or property damage arising from negligent acts or omissions; PROVIDED HOWEVER, THAT NEITHER PARTY SHALL BE

LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT.

9. **LIMITATION OF LIABILITY.** REMARK SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THE AGREEMENT.
10. **NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
11. **UNCONTROLLABLE CONDITIONS.** Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligation under this Agreement by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.
12. **DISPUTE RESOLUTION.**
 - A. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, related directly or indirectly to this Agreement, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association (“AAA”).
 - B. All Expedited procedures prescribed by the AAA shall apply. There shall be no discovery other than the exchange of information, which is provided to the arbitrator by the parties. The arbitrator’s decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.
13. **LAWFULNESS.** This Agreement shall be governed by the laws of the state of North Dakota.
14. **CONFIDENTIALITY.** Remark agrees that it will not print, download, disseminate, access, use or disclose any information, files or data of Customer except (1) for purposes of providing technical support services in accordance with this Agreement, (2) with Client’s written consent, (3) as authorized or required by law, or (4) to the extent such information, files or data are published or generally known. Customer agrees not to disclose the contents of this contract or the existence of this contract to any person, agency, or governing authority without the written consent of Remark.

15. GENERAL PROVISIONS.

- a.) This Agreement will not be assignable by Customer without the express written consent of Remark.
- b.) This Agreement constitutes the entire understanding between Customer and Remark with respect to Service provided herein and supersedes any prior agreements or understandings.

The parties hereby execute and authorize this Agreement as of the latest date shown below:

City of Hillsboro

Remark Consulting

Signature

Signature

Name/Title Printed or Typed

Joe Kramer, Managing Partner

Date

Date

19 South Main
Hillsboro, ND 58045

P.O. Box 9784
Fargo, ND 58106-9784

Address for Notice

Address for Notice

EXHIBIT A
TECHNOLOGY MANAGED SERVICES

City of Hillsboro
January 1, 2023

Remark Consulting will provide the following services to client effective January 1, 2023 through December 31, 2023:

“Desktop or Laptop Computer Support” shall consist of all labor related to maintaining the computer operating system, any programs included in the operating system, Microsoft Office products, and security threat prevention software.

“Server Support” shall consist of all labor related to maintaining Client’s server operating system, any programs included in the operating system, backup software, security threat prevention software, and hard disk defrag software.

“Network Equipment Support” shall consist of all labor related to maintaining configuration, logging (if possible and appropriate), and monitoring of network equipment, including routers, firewalls, switches, spam filters, and other equipment used to move, monitor, or intentionally affect Ethernet traffic on Client’s local area network.

Network Equipment Support shall also consist of working with Client’s Internet Service Provider to maintain proper configuration of Internet equipment at Client’s office, whether owned by Client or Client’s ISP. Consultant will provide all service related to these products.

“Business Assessment and Planning” shall consist of conducting assessments and update inventories of Client equipment on a yearly basis. These findings will be documented in a Client “Technology Plan”. Remark will provide detailed purchasing advice on hardware and software specific to the Technology Managed Services Agreement Scope.

“Annual Budget Meeting” shall consist of meeting with the Client to review the upcoming technology expenditures for the next budget year. This Annual Budget Meeting will document the investments for the next fiscal year including hardware, software, and support services.

“Backups and Power” shall consist of assisting client in monitoring daily backup jobs for successful completion and assisting Client in determining appropriate backup plans. UPS units will be monitored and tested for functionality. Periodic restoration of data will be tested at least once per year.

Exceptions to Technology Managed Services:

Client may have a need to implement other technology projects and services in 2023. While they are NOT included in Remark’s “Technology Managed Services” agreement, Remark will be happy to negotiate hourly or project rates for any of the following:

- Website Setup and Maintenance
- Wiring Projects
- Equipment and Software Purchases
- Printer Maintenance and Purchase of Disposable Supplies
- Physical Office Moves
- Setup or Maintenance of Home (Personal) Computers
- “GIS” Programming and Maintenance

Rate:

Annual rate is \$9,394.00 to be paid by January 6, 2023.
Tablet Support – RMM Security Package \$1,260.00.
Offsite Backups - \$1,200.00.

Travel Expenses:

None.

Customer Signature

Date

Confidential to City of Hillsboro and Remark Consulting



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 Hillsboro, North Dakota.
- **“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.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“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, and attached or indicated at Exhibit D.
- **“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 and described in the Statement of Work.
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, and the Statement of Work describes, 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 travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) 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.** This Agreement is effective as of the Effective Date. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on ~~the first day of the first month following the Effective Date, unless earlier terminated as set forth below~~ March 1, 2023. 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 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 |

Exhibit D Third Party Terms
 Schedule 1 Hyperlinked Terms
Exhibit E Statement of Work

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 Hillsboro, ND

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 Hillsboro
19 South Main St/Box 400
Hillsboro, ND 58045
Attention: Ashley Fredrick



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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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. Year 1 SaaS Fees are invoiced on an annual basis as follows: (a) 25% upon the Effective Date, and (b) 75% upon the earlier of (1) the beginning of Stage 4 as indicated in the Statement of Work or (2) September 1, 2023., beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Year 2 SaaS Fees shall be invoiced on the anniversary of the 'earlier upon' milestone listed above. 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 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

 - 2.2 *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.

 - 2.3 *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.

 - 2.4 *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.

 - 2.5 *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.
- 2.6 *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.
- 2.7 *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.
- 2.8 *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 Schedule A 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.

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. 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 quarter, 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: (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 quarter 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.

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 quarter.

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 quarter. 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.

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.



Exhibit D
Third Party Terms

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Exhibit D Schedule 1 Hyperlinked Terms

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/mobileeyes-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit E
Statement of Work