NOTICE OF REGULAR MONTHLY MEETING

Notice is hereby given that the Board of Aldermen of the City of Seligman, Missouri, will conduct a Regular meeting beginning at 6:00 P.M. on September 8th, 2025, at City Hall, 29144 Main Street, Seligman, MO 65745.

Discussion will be held to agenda items only

The tentative agenda of the meeting includes:

Call to Order: Mayor Avers

CONSENT AGENDA

- Approve the public hearing minutes of August 11th, 2025
- Approve the meeting minutes of August 11th, 2025
- Approve Unpaid Bills
- Approve Adjustments

AUDIENCE: (3 minutes permitted)

None

REGULAR AGENDA (tentative):

- Unfinished Business
 - o Code Update Chapter 405 Definitions update
 - Sidewall height definition to be added
 - Discussion / Review / Feedback
 - Code Update Chapter 405.570 Building permits
 - Add language requiring a permit before foundation work begins
 - Discussion / Review / Feedback
 - o Code Update Chapter 405.340 C-2 district
 - Add permitted use Billboard with description
 - Discussion / Review / Feedback / Approval
 - o City Website is live SeligmanMO.gov
 - Discussion / Review / Feedback
 - Water Tower Maintenance
 - Bolted panel joint seal scheduled
 - Sand blast and paint pending joint seal work
 - Discussion / Review / Feedback
- Department Reports Discussion
 - City Hall Report (projects, news, utility billing)
 - o Financial Report (taxes, financial reports, court)
 - o Police Department Report (law updates, equipment, training, reporting information)
 - Public Works Report (Water, Sewer, Parks, Streets and Cemetery) (work orders, repairs, equipment and project updates)
- New Business
 - o City Attorney Change
 - Requesting Lauber Municipal Law to represent the City.
 - Sarah E. Weber will stay on as prosecuting attorney.
 - Discussion / Review / Feedback / Approval
 - Open Records and Meetings Policy
 - Code Update Chapter 125 Open Records and Meetings Policy

- RSMo 610 has updated, City code needs to be amended to reflect the new laws
- Discussion / Review / Feedback / Approval
- o Fire Hydrant Repair & Service
 - Discussion / Review / Feedback / Approval
- Police Department Records Management System
 - Summary of quotes received in Police Reports
 - SOMA Agreement
 - Discussion / Review / Feedback / Approval

Complete Counsel Proposed ordinances and/or resolutions to be discussed and/or acted upon at any mee	ting which
were made known to the city clerk prior to the agenda posting deadline are available on the City website.	News
Media may obtain copies of this notice by contacting the city clerk at Seligman City Hall, 29144 Main St.	, Seligman
MO 65745, 417-662-3600 phone, 417-662-3718 fax	

Posted September 4th, 2025 at City Hall 4:30pm by_____bwn____

8/11/25 PUBLIC HEARING MINUTES-DRAFT



<u>Call to Order</u> 5:45pm / 5:57pm (Quorum)

<u>Present</u> Mayor Avers, Aldermen McKinney, Greene, Tanis, Carter

<u>Audience</u> Brian Nichols, Matt Phillips, Clifford Ferguson, Neal Stanley

Tax Rate Ceiling

Public opinion and feedback time

Adjourn - 6:04 pm Motion to adjourn. Greene, Second McKinney, Aye All Nay None

8/11/25 MEETING MINUTES-DRAFT



Call to Order 6:04pm

Present Aldermen McKinney, Tanis, Carter and Greene, Mayor Avers, Brian Nichols, Matt

Phillips.

<u>Attendees</u> Clifford Ferguson, Neal Stanley

<u>Consent Agenda Approval</u> Motion to approve the consent agenda (minutes, unpaid bills, and utility adjustments). McKinney, Second Greene, Aye All Nay None

Audience None

Regular Agenda (Tentative)

- Unfinished Business
 - o 2025 Tax Rate Ceiling Discussion
 - Motion for the first reading of Bill# 661 by title only, AN ORDINANCE OF THE CITY OF SELIGMAN, MISSOURI ESTABLISHING THE RATE OF ANNUAL PROPERTY TAXES TO BE COLLECTED FOR THE YEAR 2025 IN THE CITY OF SELIGMAN, MISSOURI. McKinney, Second Greene, Aye All Nay None
 - Motion for the second reading of Bill# 661 creating ordinance 25-08 by title only, AN ORDINANCE OF THE CITY OF SELIGMAN, MISSOURI ESTABLISHING THE RATE OF ANNUAL PROPERTY TAXES TO BE COLLECTED FOR THE YEAR 2025 IN THE CITY OF SELIGMAN, MISSOURI. McKinney, Second Carter, Aye All Nay None
- Department Reports
 - City Hall Report (Financial Report, tax totals, utility billing update, staffing, City events)
 - Police Department Report (monthly activity and news)
 - Public Works Report (recent repairs and work reports for Streets, Parks, Water, Sewer, Cemetery)
 - Mayor Avers read the report in the council packet.
- New Business
 - C-2 code section update / Billboard permitted use
 - Discussion, waiting for Attorney response.
 - Sidewall Height definition 405.120
 - Discussion, waiting for Attorney response.
 - o Building Permit Update permit before concrete or foundation work
 - Discussion, waiting for Attorney response.
 - City Website
 - Discussion
 - Motion for the reading and approval of Bill# 663 by title only, A RESOLUTION AUTHORIZING THE PURCHASE OF WEBSITE SERVICES WITH ANNUAL RENEWAL OPTION FROM IMMENSE IMPACT, LLC.. Mckinney, Second Greene, Aye All Nay None
 - Tower maintenance
 - Discussion and quote review
 - Motion for the reading and approval of Bill# 662 by title only, A RESOLUTION
 AUTHORIZING THE AGREEMENT BETWEEN TARSCO BOLTED TANK AND THE CITY OF
 SELIGMAN FOR WATER TOWER GASKET REPAIR. Tanis, Second Greene, Aye All Nay
 None

- Tower paint
 - Discussion and quote review
 - Motion for the reading and approval of Bill# 664 by title only, A RESOLUTION ACCEPTING AND AUTHORIZING THE AGREEMENT BETWEEN SOUTHWEST CUSTOM METAL FAB AND THE CITY OF SELIGMAN FOR WATER TOWER PAINT. McKinney, Second Tanis, Aye All Nay None
- Closed Session Requested
 - o 610.021 Subsection 1 (Legal) & 3 (Hiring, Firing, Disciplining or Promoting)
 - 7:00pm Motion to enter closed session pursuant to RSMo 610.021 Sub-Section 1 & 3.
 McKinney, Second Greene, Aye All Nay None
 - o 7:24pm Motion to end closed session. McKinney, Second Tanis, Aye All Nay None
 - No Motions made in Closed Session

Adjourn - Motion to Adjourn at 7:24pm - Tanis, Second Greene, Aye All Nay None

City of Seligman Unpaid Bills Detail As of December 31, 2025

Туре	Date	Memo	Open Balance
Abby J W Bill	lilson 09/04/2025	Mileage for court & filing - Aug 26th to Sep 8th 56x2=112	73.36
Total Abby	y J Wilson		73.36
BARRY E	LECTRIC 08/29/2025	Monthly Electric Bill	7,780.13
Total BAR	RY ELECTRIC		7,780.13
CASSVIL	LE DEMOCRAT		
Bill	08/25/2025	Tax Hearing 8/6	66.00
Bill	09/04/2025	6mth financial statement affidavit of publication	49.50
Total CAS	SVILLE DEMOCF	RAT	115.50
CORE &			
Bill Bill	08/25/2025 08/22/2025	Hymax coupling - stock Catron install	775.20 518.52
Bill	08/22/2025	Shop - inventory restock, cts fittings, meter lits, clamps and stiffeners	2,129.53
Bill	08/22/2025	Garrett install	923.51
Bill	08/22/2025	Ginn Install	608.60
Bill	08/22/2025	Dodge INstall	608.60
Bill Bill	08/22/2025 08/22/2025	Inventory restock - leak fix on frost Well #3 water meter	982.08 5,246.48
Bill	08/22/2025	Sewer saddle 4-12" - used for sewer taps	721.50
Bill	08/22/2025	Well #4 Meter	6,989.00
Total COF	RE & MAIN		19,503.02
DOTY TR			4 007 50
Bill	08/21/2025	July-August Trash	4,637.50
	Y TRASH**		4,637.50
ECONO S Bill	08/25/2025	Main and RR sign damage - replacement	166.46
Total ECC	NO SIGNS		166.46
FIRST RE	SPONDER OUTF 08/25/2025	FITTERS New Employee outfit and patch sew on	477.94
Total FIRS	ST RESPONDER	OUTFITTERS	477.94
GOBEC F Bill	IBER 08/29/2025	August Internet 9212-037	94.80
Total GOE	BEC FIBER		94.80
HARRY C	OOPER SUPPLY	,	
Bill	08/25/2025	RG3 meter bottoms, housing rings and screws	2,582.30
Total HAR	RY COOPER SU	PPLY	2,582.30
LUCKY T'	' S 09/04/2025	Fuel bill August 2025	742.95
Total LUC		1 doi 5 iii 7 dagdat 2020	742.95
			742.00
MATT PH Bill	09/04/2025	September 11th training - MSSU Per Diem	39.00
Bill	09/09/2025	September 18th training - MSSU Per Diem	39.00
Total MAT	T PHILLIPS		78.00
MIKES AU Bill	JTO CARE 08/21/2025	2021 Tahoe oil change and tire patch	116.89
	ES AUTO CARE	202. Tall 30 on origings and the patient	116.89
ı olal iviliNi	LO AUTO CANE		110.09

As of December 31, 2025

Type Date	Memo	Open Balance
O'REILLY AUTO PARTS		
Bill 08/25/2025	f150 brake hardware kit, dump trailer battery	111.98
Total O'REILLY AUTO PAR	rts	111.98
Precision Glass and Mirro	or Inc.	
Bill 08/29/2025	Community Center window panel	875.00
Total Precision Glass and N	Airror Inc.	875.00
Race Brothers Farm		
Bill 08/18/2025 Bill 08/20/2025	chainsaw, stihl parts, bar oil, pb penetrant Nozzle, rachet binders	1,156.93 75.98
	NOZZIE, TACHEL BINDETS	
Total Race Brothers Farm		1,232.91
TERRY BURGESS - EXPE		
Bill 09/04/2025 Bill 09/09/2025	September 11th training - MSSU Per Diem September 18th training - MSSU Per Diem	39.00 39.00
Total TERRY BURGESS - I	EXPENSE	78.00
Turn Key Mobile inc Bill 08/19/2025	Police vehicle camera and related equipment	1,469.00
	r once vollide camera and rolated equipment	
Total Turn Key Mobile inc		1,469.00
US BANK Bill 08/25/2025	Copier Lease Agreement	124.04
Total US BANK	, •	124.04
WEBER LAW OFFICE LLC		
Bill 08/22/2025	ATTORNEY FEES FOR COURT	3,750.00
Total WEBER LAW OFFICE	ELLC	3,750.00
TOTAL		44,009.78

City of Seligman

Transaction List

Sorted by Location No From 08/01/2025 through 08/31/2025

Account No	Location No	Customer Name	Trans. Date	Trans. Type		Reason Batch	Amount
JAC-ANE01	1-0000002150	JACKSON. ANETIRA	08/25/2025	Adjustment			
Mos	nual pro-rate of fin	nal hill an account			WATER		10.00
IVIai	nuai pro-rate or mi	iai oili oil accoulit			SEWER		3.75
					TRASH	_	3.25
							17.00
WIS-RIC01	1-0000005700	WISHON. RICK	08/11/2025	Adjustment			
City	renaired a water le	eak at the meter, credit provi	ided to customer	•	WATER		-5.24
City	repaired a water it	sak at the meter, erealt provi	idea to edistorne	•	SEWER		-18.66
							-23.90
BYL-MAR01	1-0000006100	BYLER. MARK A	08/15/2025	Adjustment			
1 11	4 12	177		-	SEWER		-114.78
leakii	ng water line, sewe	er credit				_	-114.78
HUGH-BOB01	1-0000006620	HUGHES. BOB	08/11/2025	 Adjustment			
110 011 20201	1 0000000020	110 011251 2 0 2	00/11/2020	11494001110111	SEWER		-76.30
leakir	ng water lines, sew	er credit			22 (121)	_	-76.30
CAL-THO01	2-0000007640	CALKINS. THOMAS	08/19/2025	Adjustment			
					WATER		-61.00
Leaki	ng customer valve	installed by public works, s	several of these	valves have failed		 	-61.00
G 177 (1							
Grand Totals				Adjustment			
				,	WATER		-56.24
					SEWER		-205.99
					TRASH		3.25
							-258.98

09/04/2025 09:28:50 AM Transaction List Page Number: 1

AN ORDINANCE OF THE CITY OF SELIGMAN, MISSOURI, AMENDING SECTIONS 405.120 AND 405.570 OF THE CITY CODE TO REQUIRE A BUILDING PERMIT PRIOR TO THE COMMENCEMENT OF FOUNDATION WORK AND TO CLARIFY PERMIT PROCEDURES.

WHEREAS, the City of Seligman, Missouri, is a city of the fourth class incorporated under the laws of the State of Missouri, and pursuant to Section 89.020, RSMo, to enact zoning regulations for the purpose of promoting the health, safety, and general welfare of the community; and

WHEREAS, the Board of Aldermen finds it advisable to amend Section 405.570 of the Code of Ordinances to require a building permit prior to the commencement of foundation and concrete work, to clarify permit application and inspection requirements, and to establish procedures for addressing incomplete construction; and

WHEREAS, the Planning and Zoning Commission has recommended amending Sections 405.120 and 405.570 of the Code of Ordinances to clarify the applicability of building permits to concrete and foundation work and to ensure oversight through inspections and nuisance abatement procedures; and

WHEREAS, the Board of Aldermen finds such changes necessary and appropriate to preserve orderly development and promote effective code enforcement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SELIGMAN, MISSOURI, AS FOLLOWS:

SECTION 1. Amendment of Section 405.120. DEFINITIONS AND RULES OF INTERPRETATION. The definition of "PERMANENT FOUNDATION" in Section 405.120 of the Code of Ordinances of the City of Seligman, Missouri, is hereby amended to read as follows:

PERMANENT FOUNDATION: A foundation system designed and constructed to provide long-term structural stability and support for a building or structure. It must be constructed in compliance with applicable state and local building codes and industry standards, and shall include concrete footings that extend below the frost line to prevent frost heave; be composed of durable materials such as poured concrete or masonry; fully enclose the perimeter of the structure, except for required access openings; securely anchor the structure to resist lateral and vertical forces, including those caused by wind or seismic activity; and accommodate connections to essential utility systems, including water, gas, electricity, and sewer or septic systems, where applicable.

<u>SECTION 2.</u> Amendment of Section 405.120. DEFINITIONS AND RULES OF INTERPRETATION. The definition of "SIDEWALL HEIGHT" in Section 405.120 of the Code of Ordinances of the City of Seligman, Missouri, is hereby adopted to read as follows:

SIDEWALL HEIGHT: Shall be measured from the bottom of the bottom plate to the top of the top plate.

SECTION 3. Amendment of Section 405.570. BUILDING PERMIT. Section 405.570 of the Code of Ordinances of the City of Seligman, Missouri, is hereby amended to read as follows:

SECTION 405.570: BUILDING PERMIT

A. Prior to the erection of a new structure; the expansion of an existing structure; any external alteration affecting structural integrity, load-bearing elements, or the building envelope; or any permanent foundation work, an application for a building permit shall be prepared on forms provided and shall be submitted to the Zoning Administrator accompanied by a plot plan in duplicate, drawn to shape and location of the building to be erected, required setbacks, points of ingress and egress, driveways, circulation aisles, parking lots, individual parking spaces, service areas, and other information as may be necessary to provide for the enforcement of this Chapter.

It shall be unlawful for any person to commence the erection of a new structure; the expansion of an existing structure; any external alteration affecting structural integrity, load-bearing elements, or the building envelope; or any permanent foundation work, prior to approval of a building permit application by the Zoning Administrator.

- 1. Every application for a building permit shall be subject to a filing fee of Seventy Five dollars (\$75.00), filing fees shall not be accepted until all the requested documentation required under this Chapter has been submitted.
- 2. A record of the application, plans, and permits shall be valid for a period of one hundred eighty (180) days, in accordance with the permit.
- 3. Expiration of the permit, thirty (30) days prior to the expiration of the permit, the Zoning Administrator shall mail a notice of expiration and extension request form to the applicant.
- 4. Extension of the building permit shall be requested in writing prior to permit expiration, if a written extension request is sent to the Zoning Administrator showing that circumstances beyond the control of the permittee have prevented work from progressing, only one (1) extension, not to exceed ninety (90) days, may be granted provided no changes have been made or will be made in the original plans. No filing fee is required.
- 5. Permits shall expire after two hundred and seventy (270) days, no extensions shall be granted.
- 6. Permit application is complete once the structure is enclosed and protected from the elements with exterior fixtures and exterior finish complete.
- B. Where a building permit is issued for foundation or concrete work prior to the erection of a structure, the City shall conduct inspections at the following stages:
 - 1. After formwork and rebar are in place but prior to the concrete pour; and

2. After completion of the concrete pour but before backfilling or concealment.

No further construction shall proceed until all required inspections have been completed and approved.

C. Any structure or structural component, including but not limited to posts, columns, framing members, foundation systems, or concrete slabs, which has been erected, installed, or poured pursuant to a permit and remains unincorporated into a completed structure for more than six (6) months from the date of installation or pour shall be deemed a public nuisance. The Zoning Administrator shall provide written notice of violation and afford the permit holder thirty (30) days to remedy or remove the condition before any enforcement or abatement action is taken, unless an extension is granted for good cause.

SECTION 4: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 5: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

SECTION 6: All ordinances or parts thereof in conflict with this ordinance are hereby repealed. All other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

SECTION 7: The City Clerk is authorized by this ordinance to correct any scrivener's errors identified within this Ordinance.

·	Ç
	MICHAEL AVERS, MAYOR
ATTEST:	
BRIAN NICHOLS, CITY CLERK	

1st Reading 2nd Reading

PASSED AND ADOPTED by the following vote:

Motioned Seconded			Motioned Seconded		_
Seconded			Seconded		_
	Aye	Nay		Aye	Nay
McKinney Tanis Carter			McKinney Tanis Carter		
Greene			Greene		
Absent			Absent		

AN ORDINANCE OF THE CITY OF SELIGMAN, MISSOURI, AMENDING SECTION 405.340(C) OF THE CITY CODE TO ENUMERATE PERMITTED USES IN THE "C-2" GENERAL COMMERCIAL DISTRICT AND ADD BILLBOARDS AND OFF-PREMISES ADVERTISING SIGNS AS A PERMITTED USE SUBJECT TO A SPECIAL USE PERMIT.

WHEREAS, the City of Seligman, Missouri, is a city of the fourth class incorporated under the laws of the State of Missouri, and pursuant to Section 89.020, RSMo, is authorized to regulate and restrict the use of land and establish zoning districts for the purpose of promoting the health, safety, morals, and general welfare of the community; and

WHEREAS, the Board of Aldermen finds it advisable to amend Section 405.340(C) of the Code of Ordinances to clarify and organize the permitted uses within the "C-2" General Commercial District, and to promote consistency, predictability, and transparency in the regulation of land use; and

WHEREAS, the Planning and Zoning Commission has reviewed and recommended the inclusion of billboards and off-premises advertising signs as a permitted use subject to a Special Use Permit in accordance with Article V of the Zoning Code; and

WHEREAS, the Board of Aldermen finds this amendment to be in the public interest and consistent with the City's comprehensive land use goals..

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SELIGMAN, MISSOURI, AS FOLLOWS:

SECTION 1. Amendment of Section 405.340. "C-2" GENERAL COMMERCIAL DISTRICT. Section 405.340(C) of the Code of Ordinances of the City of Seligman, Missouri, titled "Permitted Uses," is hereby amended to read as follows:

C. Permitted Uses.

- 1. All uses allowed in "C-1" District.
- 2. Automobile sales and repair.
- 3. Farm and lawn and garden equipment sales and repair.
- 4. Storage buildings.
- 5. Boat, RV and manufactured home sales.
- 6. Car wash.
- 7. Laundromat.
- 8. Taverns and nightclubs.

Bill: 660 City of Seligman Ordinance: 25-07

- 9. Plumbing and heating sales and storage.
- 10. Wholesale sales and warehouses.
- 11. Communications Tower.
- 12. Recreational vehicle parks. A recreational vehicle park shall be permitted only upon issuance of a special use permit in accordance with Article V of this Chapter. The owner, operator, and occupants shall comply with all conditions imposed by such permit.
- 13. Billboards and Off-Premises Advertising Signs. Billboards and other off-premises advertising signs shall be permitted only upon issuance of a special use permit in accordance with Article V of this Chapter. As part of the approval process, the Planning and Zoning Commission and the Board of Aldermen may impose conditions regarding height, brightness, spacing, location, display intervals, and proximity to residential areas.
- 14. Any other uses which the Board of Aldermen may permit upon issuance of a special use permit in accordance with Article V of this Chapter.

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 3: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

SECTION 4: All ordinances or parts thereof in conflict with this ordinance are hereby repealed. All other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

SECTION 5: The City Clerk is authorized by this ordinance to correct any scrivener's errors identified within this Ordinance.

PASSED AND ADOPTED by the following vote:

	MICHAEL AVERS, MAYOR
ATTEST:	
BRIAN NICHOLS, CITY CLERK	

Bill: 660 City of Seligman Ordinance: 25-07

1st Reading			2 nd Reading		
Motioned Seconded			Motioned Seconded		- -
	Aye	Nay		Aye	Nay
McKinney Tanis Carter Greene			McKinney Tanis Carter Greene		
Abcent			Abcont		

City Hall Report

Recent Projects:

- Annual workers comp audit Complete
 - Expecting \$3000.00 + refund
- Energy efficiency assessment Provided free by Missouri Rural Water Association
 - Electric Bills for 12 months will be examined.
 - Inflow & Infiltrations, water loss and emergency response plan will be assessed.
 - Cybersecurity plan evaluation.
 - August 27th completed on site visit to wells and lift stations for visual assessment / recommendations.
 - Doors at the well houses should be insulated
 - Brick walls should be lined with insulation panels
 - More to come....
 - Efficiency report will follow the assessment.
- Website migration.
 - SeligmanMO.gov is live, in a few days the .com url will forward to the new site.
- Railroad update.
 - North street crossing final design is awaiting approval by MODOT.
 - Upgrades to North St. and Roller Ridge will happen first.
 - Eureka and Jefferson will not be closed until last.
- Police server upgrades.
 - o Equipment on site, server is ready to go.
 - o Will need to install power and run ethernet in the PD
 - Re-route existing ethernet
- Water system project
 - Explore project changes and funding options
 - Waiting for Olsson to be available, should be calling us in about a week.
- Camera system work.
 - Reconfigure network storage
 - Replace faulty equipment
- Community Center Glass
 - Precision glass replaced the glass
 - Need to find someone to tint the glass
- Staff Training
- File Room organization
 - 1/2 complete
 - File cabinets need to be moved (Court files)
- Records Request
 - o 7 in progress, records request are not priority, doing my job comes first.

Utility Billing:

- Penalties Applied 53
- Shut offs 9/9 is shut off day
- Lots of complaints on the water bills not arriving or being delivered very late, we take a bundle of 700+ to the post office in one shot.

City of Seligman Balance Sheet As of August 31, 2025

	Aug 31, 25
ASSETS	
Current Assets	
Checking/Savings	00 005 07
FreedomGeneral	98,285.67
FreedomWaterDeposits PeoplesGeneral	71,307.58 351,449.00
·	
Total Checking/Savings	521,042.25
Accounts Receivable 11000 · Accounts Receivable	4,310.26
Total Accounts Receivable	4,310.26
Other Current Assets	
CapImpCD - F - 2648	118,448.35
CapImpCD - F - 2649	59,224.17
CemCD3483 - F	19,156.55
CemCD6032 - F	35,500.00
RateCD1 - P - 8036741	40,629.55
RateCD2 - P - 8050767	78,849.04
RateCD3 - F - 8839	123,859.16
RateCD4 - F - 9387	85,916.73
RateCD4 - P - 8056202	83,539.59
RateCD5 - F - 10309	217,271.77
RateCD6 - P - 8071185	211,111.44
RateCD7 - P - 80001347	206,712.93
Total Other Current Assets	1,280,219.28
Total Current Assets	1,805,571.79
Fixed Assets	07.040.00
1740 · Equipment	37,018.82
Total Fixed Assets	37,018.82
TOTAL ASSETS	1,842,590.61
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 20000 · Accounts Payable	43,310.23
Total Accounts Payable	43,310.23
Other Current Liabilities	
2200 · Payroll Liabilities	32,183.34
2250 · Sales Tax Collected	-4,323.36
2310 · Meter Deposits	25,359.42
Total Other Current Liabilities	53,219.40
Total Current Liabilities	96,529.63
Total Liabilities	96,529.63
	,-
Equity	
3110 · Opening Balance Equity	1,029,367.38
3120 · Retained Earnings	568,523.47
Net Income	148,170.13
Total Equity	1,746,060.98
TOTAL LIABILITIES & EQUITY	1,842,590.61

Accrual Basis

City of Seligman Statement of Financial Income and Expense

August 2025

	Capitol Improve	General	Parks Dept	Police Dept.	Sewer Dept	Street Dept	Water Dept	Unclassified	TOTAL
Ordinary Income/Expense			<u> </u>	<u>·</u>		<u> </u>			_
Income									
5110 · Property taxes	0.00	176.63	0.00	0.00	0.00	108.26	0.00	0.00	284.89
5120 · Sales Tax	6.849.56	13.698.92	3,424.70	570.75	0.00	6,849.56	0.00	0.00	31,393.49
5140 · Use tax	0.00	5,572.40	0.00	0.00	0.00	0.00	0.00	0.00	5,572.40
5210 · Motor fuel taxes	0.00	0.00	0.00	0.00	0.00	3,823.54	0.00	0.00	3,823.54
5300 · Water Charges	0.00	0.00	0.00	0.00	0.00	0.00	31,541.06	0.00	31.541.06
5301 · Primacy Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	119.24	119.24
5302 · Sewer Charges	0.00	0.00	0.00	0.00	8,703.87	0.00	0.00	0.00	8,703.87
5303 · Trash Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,181.25	4,181.25
5410 · CC RENT	0.00	160.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00
5600 · Interest	0.00	0.00	0.00	0.00	0.00	0.00	2,861.80	0.00	2,861.80
5910 · Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	2,037.39	0.00	2,037.39
Total Income	6,849.56	19,607.95	3,424.70	570.75	8,703.87	10,781.36	36,440.25	4,300.49	90,678.93
Gross Profit	6,849.56	19,607.95	3,424.70	570.75	8,703.87	10,781.36	36,440.25	4,300.49	90,678.93
Expense									
6105 · Trash	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,637.50	4,637.50
6190 · Gasoline and diesel	0.00	0.00	0.00	0.00	0.00	0.00	901.98	0.00	901.98
6210 · Miscellaneous Expense	0.00	73.36	0.00	0.00	0.00	0.00	0.00	0.00	73.36
6220 · Office supplies and postage	0.00	160.39	0.00	0.00	0.00	0.00	0.00	0.00	160.39
6230 · Payroll Expenses	0.00	11,848.32	1,602.73	0.00	3,265.75	4,119.82	8,151.41	809.56	29,797.59
6250 · Professional fees	0.00	3,878.50	0.00	0.00	0.00	0.00	21,550.62	0.00	25,429.12
6255 - Postage	0.00	0.00	0.00	0.00	0.00	0.00	381.50	0.00	381.50
6260 · Repairs & maintenance	0.00	0.00	448.54	0.00	0.00	0.00	3,653.03	0.00	4,101.57
6270 · Supplies	0.00	0.00	40.95	0.00	721.50	177.45	21,363.82	0.00	22,303.72
6275 · Tools/Equipment 6280 · Telephone/Internet	0.00 0.00	595.95 0.00	1,115.98	0.00 0.00	0.00 0.00	64.99 0.00	97.77 305.93	0.00 0.00	1,874.69 305.93
6290 · Training	0.00	156.00	0.00 0.00	0.00	0.00	0.00	0.00	0.00	156.00
6300 · Uniforms	0.00	759.90	0.00	0.00	0.00	0.00	0.00	0.00	759.90
6310 · Utilities	0.00	759.90 544.61	0.00	0.00	1,633.83	1.945.03	3.656.66	0.00	7,780.13
6320 · Vehicle Expense	0.00	0.00	0.00	116.89	0.00	20.76	91.22	0.00	228.87
6340 · Inmate Housing	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	60.00
7120 · Capital outlay - building	875.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	875.00
7120 · Capital outlay - Building 7140 · Capital outlay - Equipment	6,633.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.633.71
. , , , ,									
Total Expense	7,508.71	18,017.03	3,208.20	176.89	5,621.08	6,328.05	60,153.94	5,447.06	106,460.96
Net Ordinary Income	-659.15	1,590.92	216.50	393.86	3,082.79	4,453.31	-23,713.69	-1,146.57	-15,782.03
Net Income	-659.15	1,590.92	216.50	393.86	3,082.79	4,453.31	-23,713.69	-1,146.57	-15,782.03

City of Seligman Profit & Loss Budget vs. Actual

January through December 2025

	Capitol Im	provement	Gen	eral	Parks	Dept	Police	Dept.	Sewei	Dept	Stree	Dept	Water	Dept	Total unc	lassified	TO ⁻	TAL
	Jan - Dec	Budget	Jan - Dec	Budget	Jan - Dec	Budget	Jan - Dec	Budget	Jan - Dec	Budget	Jan - Dec	Budget	Jan - Dec	Budget	Jan - Dec	Budget	Jan - Dec	Budget
Ordinary Income/Expense Income																		
5110 · Property taxes	0.00		12,756.34		0.00		0.00		0.00		7,271.63		0.00		0.00	0.00	20,027.97	0.00
5120 ⋅ Sales Tax 5130 ⋅ Franchise taxes	50,883.54 0.00		101,766.70 6.68		28,734.17 0.00		570.75 0.00		0.00		47,590.70 0.00		0.00		0.00	0.00	229,545.86 6.68	0.00
5140 · Use tax	0.00		49,000.76		0.00		0.00		0.00		0.00		0.00		0.00	0.00	49,000.76	0.00
5210 · Motor fuel taxes	0.00		0.00		0.00		0.00		0.00		30,507.81		0.00		0.00	0.00	30,507.81	0.00
5300 · Water Charges	0.00		0.00		0.00		0.00		0.00		0.00		292,602.39		0.00	0.00	292,602.39	0.00
5301 · Primacy Fees	0.00		0.00		0.00		0.00		0.00		0.00		0.00		3,642.48	0.00	3,642.48	0.00
5302 ⋅ Sewer Charges 5303 ⋅ Trash Charges	0.00		0.00 130.00		0.00		0.00		74,592.42		0.00		0.00		0.00 36,551.85	0.00	74,592.42 36,681.85	0.00 0.00
5400 · Licenses & permits	0.00		820.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00 0.00	820.00	0.00
5410 · CC RENT	0.00		679.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	679.00	0.00
5500 · Fines & forfeitures	0.00		10,229.89		0.00		0.00		0.00		0.00		0.00		0.00	0.00	10,229.89	0.00
5600 · Interest	0.00		1,318.70		0.00		0.00		0.00		0.00		13,488.91		0.00	0.00	14,807.61	0.00
5720 · State Grants	3,350.00	0.00	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	3,350.00	0.00
5810 · Contributions / Donations 5910 · Miscellaneous	0.00 0.00		0.00 2,153.98		987.81 0.00		0.00 5.00		0.00 0.00		0.00		0.00 10,660.36		0.00 0.00	0.00 0.00	987.81 12,819.34	0.00 0.00
5920 · Cemetery Lot Fee	0.00		400.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	400.00	0.00
Total Income	54,233.54	0.00	179,262.05		29,721.98		575.75		74,592.42		85,370.14		316,751.66		40,194.33	0.00	780,701.87	0.00
Gross Profit	54,233.54	0.00	179,262.05		29,721.98		575.75		74,592.42		85,370.14		316,751.66		40,194.33	0.00	780,701.87	0.00
Expense 6105 · Trash	0.00		0.00		0.00		0.00		0.00		0.00		0.00		36.662.50	0.00	36.662.50	0.00
6110 · Advertising	0.00		0.00	0.00	0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
6130 · Computer supplies and expense	0.00		0.00	0.00	0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00
6140 · Contract labor	0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00		0.00	0.00	0.00	0.00
6160 · Dues/Licenses/Primacy	0.00		280.67	1,000.00	0.00		0.00		294.05	1,000.00	0.00		360.00	1,000.00	3,641.96	0.00	4,576.68	3,000.00
6170 · Employee insurance 6180 · Employee retirement	0.00 0.00		2,207.46 481.65	0.00	0.00 0.00		0.00		0.00 0.00		939.24 0.00		825.06 0.00	2,000.00	0.00 0.00	0.00 0.00	3,971.76 481.65	2,000.00 0.00
6190 · Gasoline and diesel	0.00		2,305.67	12,000.00	0.00		0.00		0.00	4,000.00	1,651.65	2,500.00	2,747.90	4,000.00	0.00	0.00	6,705.22	22,500.00
6200 · Insurance	0.00		23,561.54	24,000.00	2,999.80	10,000.00	0.00		7,096.44	10,000.00	6,133.80	10,000.00	25,779.33	25,779.33	0.00	0.00	65,570.91	79,779.33
6210 · Miscellaneous Expense	0.00		1,301.64	0.00	0.00		0.00		0.00		0.00		1,058.17	2,000.00	0.50	0.00	2,360.31	2,000.00
6215 · Medical Insurance	0.00		11,249.87	29,800.00	0.00	2,000.00	0.00		2,350.35	5,000.00	3,383.15	5,000.00	4,853.30	31,800.00	0.00	0.00	21,836.67	73,600.00
6220 · Office supplies and postage	0.00 0.00		433.69 77,726.57	5,000.00 173,900.00	111.19 7,319.33	10,000.00	0.00		0.00 27,816.37	40,000.00	0.00 36,316.03	62,000.00	0.00 70,183.10	3,500.00 90,000.00	0.00 7,676.06	0.00 0.00	544.88 227,037.46	8,500.00 375,900.00
6230 · Payroll Expenses 6250 · Professional fees	0.00		17,720.37	20,000.00	4,806.98	10,000.00	0.00		763.96	5,000.00	979.00	1.500.00	32.165.68	73.920.67	0.00	0.00	56,715.46	100,420.67
6255 · Postage	0.00		0.00	20,000.00	0.00		0.00		0.00	0,000.00	0.00	1,000.00	2,905.50	70,020.07	0.00	0.00	2,905.50	0.00
6260 · Repairs & maintenance	0.00		153.50	5,000.00	1,976.72	12,000.00	0.00		388.50	20,000.00	8,470.23	10,000.00	4,542.75	7,000.00	0.00	0.00	15,531.70	54,000.00
6270 · Supplies	0.00		746.95		1,948.87		0.00		1,597.58		3,271.16		49,193.97		0.00	0.00	56,758.53	0.00
6275 · Tools/Equipment 6280 · Telephone/Internet	0.00 0.00		1,008.95 602.00	2,000.00 1,500.00	3,079.85 0.00	10,000.00	0.00	3,000.00	532.52 0.00	5,000.00	4,101.81 0.00	9,000.00	3,160.88 4,922.74	5,000.00 8,000.00	0.00 0.00	0.00	11,884.01 5,524.74	34,000.00 9,500.00
6290 · Training	0.00		2.054.86	5.100.00	0.00		0.00		284.00		0.00		1.338.00	2.000.00	0.00	0.00	3,676.86	7.100.00
6300 · Uniforms	0.00		759.90	2,600.00	0.00		0.00		0.00		0.00		831.05	3,000.00	0.00	0.00	1,590.95	5,600.00
6310 · Utilities	0.00		6,514.36	10,000.00	0.00		0.00		13,530.49	20,000.00	14,669.61	20,000.00	30,282.52	45,000.00	0.00	0.00	64,996.98	95,000.00
6320 · Vehicle Expense	0.00		2,553.73	3,100.00	0.00	1,000.00	116.89	2,000.00	0.00		462.45		91.22	1,000.00	0.00	0.00	3,224.29	7,100.00
6340 · Inmate Housing	0.00 550.00	1,000.00	0.00		0.00		60.00 0.00		0.00		0.00		0.00		0.00	0.00	60.00 550.00	0.00 1,000.00
7110 ⋅ Capital outlay - land 7120 ⋅ Capital outlay - building	875.00	1,569.71	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	875.00	1,569.71
7130 · Capital outlay - Vehicles	11,939.04	11,939.04	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	11,939.04	11,939.04
7140 · Capital outlay - Equipment	19,743.16	54,788.82	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	19,743.16	54,788.82
7150 · Capital outlay - Infrastructure	0.00	40,702.43	0.00		0.00		0.00		0.00		0.00		0.00 0.00		0.00	0.00	0.00	40,702.43
8200 · Interest & agent fees 8300 · Grant Expense	7,900.00	9,500.00	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	7,900.00	9,500.00
Total Expense	41,007.20	119,500.00	151,942.85	295,000.00	22,242.74	45,000.00	176.89	5,000.00	54,654.26	110,000.00	80,378.13	120,000.00	235,241.17	305,000.00	47,981.02	0.00	633,624.26	999,500.00
Net Ordinary Income	13,226.34	-119,500.00	27,319.20	-295,000.00	7,479.24	-45,000.00	398.86	-5,000.00	19,938.16	-110,000.00	4,992.01	-120,000.00	81,510.49	-305,000.00	-7,786.69	0.00	147,077.61	-999,500.00
Other Income/Expense																		
Other Income 9310 - Transfer In	0.00	0.00	0.00 16,183.67		0.00		0.00 0.00		0.00 -3,266.93		0.00		0.00 -12,916.74		0.00 0.00	0.00 0.00	0.00	0.00 0.00
9400 · Transfer Fee in lieu of Total Other Income	0.00	0.00	16,183.67		0.00		0.00		-3,266.93		0.00		-12,916.74		0.00	0.00	0.00	0.00
Other Expense	2.00	2.00	,		2.00		2.20		-,		2.00				2.30	2.00	2.00	2.30
9320 · Transfer (out)	0.00		0.00		0.00		0.00		0.00		0.00		0.00		5,665.00	0.00	5,665.00	0.00
Total Other Expense	0.00		0.00		0.00		0.00		0.00		0.00		0.00		5,665.00	0.00	5,665.00	0.00
Net Other Income	0.00	0.00	16,183.67		0.00		0.00		-3,266.93		0.00		-12,916.74		-5,665.00	0.00	-5,665.00	0.00
Net Income	13,226.34	-119,500.00	43,502.87	-295,000.00	7,479.24	-45,000.00	398.86	-5,000.00	16,671.23	-110,000.00	4,992.01	-120,000.00	68,593.75	-305,000.00	-13,451.69	0.00	141,412.61	-999,500.00

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

Refer to instructions for direc	cuons and term dennit	ions. Complete	a report e	acri monui	even ii there has not be	en any cour	t activity.			
I. COURT INFORMATION	Municipality: Seligman Municipal Reporting Period: Aug 1, 2025 - Aug 31, 20									
Mailing Address: 29144 MAIN ST, SELIGMAN, MO 65745										
Physical Address: 29144 MAI	N ST, SELIGMAN	I, MO 65745	;		County: Barry Cou	unty	Circuit: 39			
Telephone Number: (417)662	23600		Fax Nu	mber:						
Prepared by: Holden O'Neal			E-mail	Address	:					
Municipal Judge:										
II. MONTHLY CASELOAD IN	IFORMATION				Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance			
A. Cases (citations/information	ns) pending at sta	rt of month			43	914	353			
B. Cases (citations/information	ns) filed				2	13	32			
C. Cases (citations/informatio	ns) disposed									
1. jury trial (Springfield, Jeffe	erson County, and	St. Louis C	ounty or	nly)	0	0	0			
2. court/bench trial - GUILT	′				0	0				
3. court/bench trial - NOT G	UILTY				0	0	0			
4. plea of GUILTY in court					1	1				
5. Violations Bureau Citation forfeiture by court order (as			nd bond		0	0	0			
6. dismissed by court					0	0	0			
7. nolle prosequi					0	0	0			
8. certified for jury trial (not h	neard in Municipa	l Division)			0	0	0			
9. TOTAL CASE DISPOSIT	TIONS				1	0	1			
D. Cases (citations/informatio caseload = (A+B)-C9]	ns) pending at en	d of month [pending		44	927	384			
E. Trial de Novo and/or appea	al applications file		0	0	0					
III. WARRANT INFORMATIO	N (pre- & post-d	isposition)	IV. PAF	RKING T	ICKETS					
1. # Issued during reporting p	eriod	0	1. # Iss	ued duri	ng period		0			
2. # Served/withdrawn during	reporting period	180		Court	urt staff does not process parking tickets					
3. # Outstanding at end of reporting period 347										

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATIONMunicipality: Seligman MunicipalReporting Period: Aug 1, 2025 - Aug 31, 2025

Toporting Follow, 7 tag 61, 2020				
V. DISBURSEMENTS				
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.		
Fines - Excess Revenue	\$0.00	No Data Available		
Clerk Fee - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$214.15	
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Bond Refunds	\$0.00	
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements	\$214.15	
Total Excess Revenue	\$0.00			
Other Revenue (non-minor traffic and ord violations, not subject to the excess reve percentage limitation)				
Fines - Other	\$0.00			
Clerk Fee - Other	\$0.00			
Judicial Education Fund (JEF) Court does not retain funds for JEF	\$0.00			
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00			
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00			
Law Enforcement Training (LET) Fund surcharge	\$0.00			
Domestic Violence Shelter surcharge	\$0.00			
Inmate Prisoner Detainee Security Fund surcharge	\$0.00			
Restitution	\$214.15			
Parking ticket revenue (including penalties)	\$0.00			
Bond forfeitures (paid to city) - Other	\$0.00			
Total Other Revenue	\$214.15			

POLICE REPORTS GENERATED

Calls for Service: 70
Offense Reports: 11
Traffic Contacts: 20
Hours Worked:

ACCIDENT/COLLISION INFORMATION

Collisions Reported: 0
Vehicles Involved: 0
Vehicles Damaged: 0
Persons Injured: 0
Fatalities: 0

Chief's Remarks:

Several new laws went into effect on August 28th below explains some of them as they may or may not effect us.

RSMo 44.087 – Allows Mutual aid from any law enforcement agency and allows the Chief to request assistance from any agency. Officers are covered by Workers' Compensation and any other employment related matter of the Employer of the employee.

RSMo 300.100 & 304.022 – Emergency Vehicles – Added language that will most definitely cause some to complain, however it is allowed by RSMo, policy change to come.

"an authorized emergency vehicle operated as a police vehicle is not required to use an audible signal or display a visual signal when the vehicle is being used to:

- 1. Obtain evidence of a speeding violation on a maintained federal or state highway and where the speed limit is set by state statute
- 2. Respond to a suspected crime in progress when use of an audible or visual signal, or both, could reasonably result in the destruction of evidence or escape of a suspect; or
- 3. Conduct surveillance of a vehicle or the passengers of a vehicle who are suspected of involvement in a crime.

PD started new time clock software, next month Hours worked will be shown.

Chief Kevin M. Phillips

29144 Main Street, Seligman, Mo 65745 O) 417.662.3600

Dear Omnigo,

This letter is to notify you, per the contract, that the Seligman Police Department, will terminate This letter serves as formal notice, per the terms of our contract, that the **Seligman Police Department** will terminate and cease all use of the **Omnigo RMS software**. The department will not renew any services with Omnigo.

This decision results from ongoing issues, including:

- A subpar product and unresolved technical problems
- Increased costs for services
- A lack of communication and support from Omnigo

Since the departure of our previous Customer Service Manager, Shannon, communication from Omnigo has been nonexistent. Multiple emails, phone calls, and voicemails have gone unanswered by the current Customer Service Manager. Additionally, reported issues with the RMS platform remain unresolved, making the system inefficient and unreliable for daily operations.

The Seligman Police Department rejoined Omnigo in 2020 under the assurance that a new Web Version of the RMS would soon be released. In 2024, we expressed our concerns to Shannon regarding the Web RMS still not being operational. Shortly afterward, our agency was transitioned to the Web Version.

Over the past year of using the Web RMS, we have experienced significant and persistent problems. Despite multiple reports, these issues remain unresolved. Below is a detailed list of the concerns:

- 1. Street addresses are not able to be verified by the application. As a result address locations must be manually entered. This includes, numeric, street name, City, State, Zip Code, Sector, Precinct, Geo, and Ward. The Geo is not a drop down and thus has to be fully typed out.
- 2. Case Numbers can be entered twice and duplicated by either the system or the officer. The system does not prevent a record from being entered twice.
- 3. Some information entered into the Web Version is not available in the Application version, such as person's address or drivers license.
- 4. Incident reports that are printed from the Web Version, are lengthy due to vehicle information being added when no vehicle was added to that person.
- 5. Offender information that is pulled from an existing person already in the system and put into a citation or warning has missing information including the driver's license number and state.
- 6. Property is not able to be transferred from the Report to the Evidence from the Web Version and gives an error.
- 7. Forms that are custom made are not able to be used with the Web Version. This does not include every form. Forms such as evidence label, and evidence chain of custody do not work.

- 8. Citation Court Dates are not able to be added through the administrative settings and must be entered via the application.
- 9. Citation number rage must be entered via the application and cannot be entered via the web version.
- 10. Citation Location information such as City, State, County, and Zip are not saved and thus must be entered every time. This causes more time to enter a citation when that specific information never changes. (Citations are only issued inside of Seligman, Barry County, Mo 65745).
- 11. Citation Court Date does not give a list of Court Date and must be manually entered when a court date is not automatically selected or the court date needs to be changed.
- 12. When typing in a Street, City, or Zip code, when the first letter or number is typed it put in the first from the dropdown list and does not let you type in the rest. You must move to the next data entry point and go back to change that.
- 13. Driver's License Number for the person, when the person is in the system already does not populate into the citation.
- 14. The only "did unlawfully" that is able to be selected is "operate" and "park". There is not "other" like there is in the application for charges that do not involve a vehicle. Examples include ordinance violations, assaults, trespassing, possession charges etc.
- 15. When printing the citations, the citations are two pages and not one. As a result you must combine the two through the printer app to print on one page.
- 16. Every warning issued through the web version has a court date, which then causes issues when printing the labels for the court.
- 17. When the citation or warning is complete, the "Racial Profiling Form" or "Traffic Stop Analysis Form" opens and does not transfer the appropriate zip code for the Offender. This zip code is required by Law and required by the attorney general and thus creates an issue for reporting.
- 18. Citations are not able to be uploaded to the PA Portal from the Web Version and can only be uploaded through the application. As a result, some citation information, such as address for the offender, date of birth, and court information does not transfer over to the ticket and thus cause issues when uploading.

Due to the continued operational impact of these issues, and the lack of support or resolution from Omnigo, The Seligman Police Department is ending its use of the RMS software and will not continue with any services.

Please consider this letter as formal notice of our termination on 12/31/2025.

Sincerely



SELIGMAN POLICE DEPARTMENT

Office: 417.662.3600 Dispatch: 417.847-4911 Fax: 417.662.3718 29144 Main Street, Seligman Missouri, 65745 Matt Phillips, Chief of Police



Over the past couple of months I have demoed several Records Management System (RMS) to replace our current vendor, Omnigo. Below is a list with the prices.

- 1. Omnigo (Current): \$6200 due in December with an 8-10% increase every year.
- 2. Motorola Flex: \$293,832 for the first year, this includes setup, \$93,245 every year afterthat.
- 3. ARMS: \$26,750 due the first year, \$14,250 due annually
- 4. SOMA Global: \$13,700 due the first year, \$12,000 due annually for 5 years.
- 5. Civic Eye: contacted and requested a price and have heard nothing.
- 6. Mark43: contacted and requested a price and demo, have heard nothing.
- 7. Caliber: contacted and requested a price and demo, have heard nothing.
- Omnigo we currently have the PA Portal, Citation, Incident Reports, Property and Evidence and Field interview.
- Motorola Flex comes with Incident Reports, Property & Evidence, Digiticket and Field Interviews.
- ARMS comes with Incident Reports, Property & Evidence, Citation, PA Portal, Trespassing Forms,
 Field Interviews, NCIC/MULES Connection, Use of Force Forms.
- SOMA Global comes with Incident Reports, Property & Evidence, Citation/Warning, PA Portal Upload, MULES/NCIC, Trespassing Forms, Use of Force Forms, Permit and Licensing, and much more.

SOMA Global is the best option and the most user-friendly. SOMA Global has spread the cost of implementation over a 5 year period which is why the cost is more. After the 5 years or after the implementation cost is paid off (which ever comes first) the cost for SOMA Global will be \$9500 annually.

Their price seems expensive, however if we had the options they have such as MULES/NCIC and Permits and Licensing the cost for Omnigo would be approximately \$16,000 with the 8-10 percentage increase annually. Another positive is after the 5 years if we wish to leave SOMA Global, the data that we entered is ours and they provide it. Currently Omnigo owns our data and they have not been helpful in obtaining it. Omnigo says we can pay them \$6000 annually for "historical Data". I am nearly done extracting our data from Omnigo in a PDF form so our cost has been nothing.

Public works Report

Water Dept:

- Work orders completed = 37 completed.
- One Calls / 811 = 14 (133 this year).
- Water Loss = 12.22%.
- New Installations = 2 (Dodge and Garrett).
- Leaks repaired = 3 (Frost, S. Main and Hwy 37).
- Chlorine is running full time.
- Tower panel gasket work scheduled here anytime, then paint.
 - Major change in water loss after fixing all the leaks
- Fire hydrant catalog updates, short list emailed for a quote on repair.
- Well #4 Master meter replacement on hand, waiting on the gaskets, also need to work the isolation valve to take the well off line.
- Well #3 Master meter replacement on hand, waiting for the battery to die
- Well #1 Master meter replacement ordered

Sewer Dept:

- 3.65' DEPTH, pumping has been frequent, a full pass of the lagoon has been done since planting and we are about to move back to the top to begin again.
 - Stirring is being done during this to help move stuff around.
 - o RipRap sprayed and chopped down now that level is low enough.
- Culvert / Drainage work planning at lagoon due to wash out.
- Blockade Vlg North sewer work, hunting down sewer main line to tap, existing stub out not found.
- Frost / PR1073 sewer work, belly in the line repaired, main branch mapped (no plans), fixed a few issues to aid in the additional house that is planned.
- Ruby's lift station clogged, pumped out and back in business
 - Found parking brake shoe, chain, lots of needles

Street Dept:

- · Batwing is back in service
- Tree Trimming along multiple roads

Cemeterv:

- Mowing and cleanup.
- No Burials
- 2 Headstone Marked

Parks:

- Splashpad We will continue maintaining it until temps drop to be unreasonable to use, but will shut it down likely end of sept or start of oct.
- Tree trimming.

Bill: 665 City of Seligman Ordinance: 25-09

AN ORDINANCE OF THE CITY OF SELIGMAN, MISSOURI, TO APPOINT A CITY ATTORNEY AND CITY PROSECUTOR TO REPRESENT THE CITY.

WHEREAS, the Mayor and Board of Aldermen, pursuant to Section 79.230 of the Revised Statues of Missouri, may appoint a city attorney to represent the City; and

WHEREAS, the Mayor and Board of Aldermen, pursuant to Section 115.030 of the Municipal Code of the City of Seligman, Missouri, may appoint and employ a city attorney to represent the City; and

WHEREAS, the City has evaluated the position of city attorney and has determined that it is in the City's best interest to split the existing city attorney position into two positions, city attorney and city prosecutor; and

WHEREAS, the Mayor has requested this ordinance to appoint a city attorney and a city prosecutor; and

WHEREAS, the Board of Aldermen desires to engage a city attorney and a city prosecutor, separately.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SELIGMAN, MISSOURI, AS FOLLOWS:

- <u>Section 1</u> The position of City attorney will be split into two positions, city attorney and city prosecutor.
- Section 2 The Board of Aldermen, with the agreement of the Mayor, hereby approves the employment of Lauber Municipal Law Firm to provide city attorney services by entering into the engagement letter, Exhibit 1, attached and incorporated by reference.
- <u>Section 3</u> The Board of Aldermen, with the agreement of the Mayor, hereby appoints Sarah E. Weber as city prosecutor.
- Section 4 This ordinance shall be in full force and effect upon and after its passage and approval.

PASSED AND) ADOPTED	by the	following	vote

MICHAEL AVERS, MAYOR	

Bill: 665			City of Seligman		Ordinance: 25-09
ATTEST:					
BRIAN NIC	HOLS, CIT	Y CLERK			
1 st Reading			2 nd Reading		
Motioned Seconded			Motioned Seconded		_
	Aye	Nay		Aye	Nay
McKinney Tanis Carter Greene			McKinney Tanis Carter Greene		

Absent_

Absent_____

August 19, 2025

City of Seligman Attn: Brian Nichols, City Clerk Address 29144 Main Street Seligman, Missouri 65745

RE: City Attorney Legal Services

Dear Mr. Nichols:

Lauber Municipal Law (the "Firm") is grateful for the opportunity to provide City Attorney legal services to the City of Seligman (the "Matters"). I am submitting this letter to you to serve as the written agreement for my firm's engagement to provide legal services to the City concerning the matter.

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

In consideration of the City naming our firm as its official City Attorney, the hourly rate for Basic Services for all attorneys is set at \$215 per hour, which is discounted from our normal municipal rate of \$260 per hour. Any work completed by law clerks or paralegals (non-attorneys) will be billed at \$110 per hour. The Firm reserves the right to charge an hourly rate less than those indicated in this agreement at its sole discretion. The hourly rates for Basic Services are subject to annual adjustment as described in the Additional Terms of Engagement. We take seriously what we believe is our responsibility to provide legal services within the City's budgetary resources.

The City is not required to utilize a minimum number of hours of Basic Services each month. We bill the hourly rates in one-tenth hour increments and provide the City with detailed monthly statements after services have been provided. If such matters arise, the hourly rate for Special Matters will be \$260.00 per hour for all attorneys. The rate for work billed by non-attorneys will remain at \$110 per hour. The hourly rates for Special Matters are also subject to annual adjustment as described in the Additional Terms of Engagement.

Basic Services include items such as attending meetings of the Board of Alderman, drafting ordinances, participating in telephone calls and meetings with City officials, reviewing contracts,

personnel issues, routine litigation matters, etc. (i.e., providing the City with basic legal representation regarding the conduct of its day-to-day business).

Special Matters, which involve more technical issues that require a higher level of expertise, would include <u>only</u>: 1) complex litigation; 2) economic development incentive matters; and 3) any matter deemed a Special Matter by the mutual agreement of the City and the Firm. For economic development matters that are reimbursed by the applicant or project pursuant to a funding agreement, the hourly rate will be at the Firm's then-current economic development rate, which is currently \$340 per hour. Economic development matters not reimbursed by an applicant or project pursuant to a funding agreement will be charged at the Special Matters rate of \$280 per hour. We will not conduct work on Special Matters without prior approval from the City's duly authorized representative. Please note that any matter which is not classified as a Special Matter is automatically considered Basic Services.

The enclosed Additional Terms of Engagement will govern the general terms of this relationship unless otherwise agreed to in this engagement letter. If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact us at your convenience to discuss the matter. Our engagement as city attorney will begin upon my receipt of a signed copy of this agreement (by email, fax, U.S. Mail or hand delivery). I look forward to a continued good and productive relationship.

Kindest regards,

LAUBER MUNICIPAL LAW

Holly Dodge

hdodge@laubermunicipal.com

CITY OF SELIGMAN, MISSOURI

Accepted and agreed:	
	(1)
(signature)	(date)
By:	
(name), (title)	

Additional Terms of Engagement

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

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

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

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

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

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

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

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

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

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

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

<u>Computer Research</u>. We do not charge for the Firm's service agreement with LexisNexis or other electronic provider of legal research resources.

<u>Telecommunications</u>. We do not charge for local or long-distance phone calls or facsimiles.

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

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

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

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

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



The General Assembly made several important changes to the sunshine law in the latest legislative session.

Combined House Bills 145 and 59 made major changes to the sunshine law. ¹

<u>Individually Identifiable Information of Minors.</u> The bill adds a new subsection 27 eliminates a previous flaw in the Sunshine Law in that it didn't protect children. A person could, for example, go to a parks department and request the names and addresses of all the members of the twelve-year-old girls' soccer team. Such a person could even get pictures if the department had them. Under the new subsection, individually identifiable information of minors (under 18) is now closed.

<u>Individually Identifiable Information of Park Visitors.</u> New subsection 28 provides limited closure of records about park visitors. It closes records about persons who make reservations for park facilities, except for their town of residence and zip code. Although this section was likely written in reference to campgrounds, the language is broad and would clearly cover people who are renting the shelterhouse at the local park.

<u>Records of Endangered Species.</u> New subsection 29 is a bit unusual. It protects records that might identify where endangered species might be found.

<u>Judicial Personnel.</u> In addition to changes to Chapter 610 (the Sunshine Law) the bill expands the protection under § 476.1300, the Judicial Privacy Act. This Act allows judges to request that their personal information not be available online and be a closed record if a sunshine law request is made. The amendment expands who is covered to include almost all types of judges and court personnel. It adds Prosecuting Attorneys, Juvenile Officers, and Circuit Clerks, and the staff of each

¹ It is worth noting that this is the first time since the Sunshine Law was written in 1974 that any the phrase "individually identifiable information" has been used. The original law had no protections for personal privacy, and amendments had only protected specific types of information.

of those. Municipal clerks and judges are also included since they are divisions of the Circuit Court. Since the law only applies if the person has asked for that protection, records custodians will have to keep track of who has and who hasn't asked.

<u>Payment of Costs</u>. The bill makes several important changes in regard to how fees for Sunshine Law requests are paid. Previously, the Attorney General had made the argument that public bodies couldn't request fees up front for research, only for copying. While this argument was largely rejected by legal scholars, the law removes the phrase 'such copying' so that the law now reads "Payment of fees may be requested prior to fulfilling the request." As a result, there can be no question but that a public body can request all fees up front.

Expiration of Requests. The second change made provides that if fees are requested up front, the request may be closed if the applicant does not pay within 90 days, or 150 days if the fees are over \$1000. The public body must include a disclosure stating this on its initial response, so all custodians need to update their templates.

<u>Requests for Clarification.</u> The bill also clears up a common problem that occurs when a request is unclear. If the applicant fails to respond to the request for clarification within 90 days (or 150 days if the fees requested exceed \$1000), then the request is considered withdrawn.

<u>Subsequent Requests.</u> If a party makes a request, but fails to pay the fee in advance within the time allowed, or fails clarify within the time allowed, and then that party, or anyone else makes substantially the same request, the custodian may charge the new requestor for the costs in preparing the first request, plus any additional fees caused by the second request.

<u>HB 754.</u> This is a bill about finance, but it does include a provision pertaining to virtual currency kiosks (Bitcoin). All of the records of the Department of Finance relating to these kiosks and their operators are closed under the Sunshine Law.

<u>SB 68.</u> This is the omnibus bill for schools. Among other things, it creates a database for schools to report safety incidents. Those database reports will be closed under the Sunshine Law. It is not clear if the actual reports are closed, however.

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF SELIGMAN, MISSOURI, AMENDING CHAPTER 125, OPEN MEETINGS AND RECORDS POLICY FOR THE PURPOSE OF UPDATING THE CODE TO REFLECT CHANGES IN THE SUNSHINE LAW.

WHEREAS, the Board of Aldermen of the City of Seligman, Missouri (City) desires to update its current Open Meetings and Records Policy by amending Chapter 125 to better reflect the current amendments to the Sunshine Law, Chapter 610 of the Revised Statues of Missouri (Sunshine Law); and

WHEREAS, the City had adopted the language verbatim from the Sunshine Law which is not necessary as the City must and desires to comply with Chapter 610; and

WHEREAS, the City desires to adopt the necessary policies as required in the proposed amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SELIGMAN, MISSOURI, AS FOLLOWS:

- Section 1: It is the intention of the Board of Aldermen and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Municipal Code of the City of Seligman, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.
- Section 2: That Chapter 125 Open Meetings and Records Policy of the Municipal Code of the City of Seligman, Missouri is hereby repealed in its entirety and amended to read as follows:

CHAPTER 125. PUBLIC RECORD REQUEST POLICY AND PROCEDURES

Section 125.010. Custodian Of Records Designated.

A. The City Clerk is hereby designated as the Custodian of Records for the City of Seligman. Such designation does not mean the City Clerk will necessarily have all of the records in his or her possession but simply is an indication to whom requests for copies of records and information regarding the City government shall be directed. Per the Missouri Sunshine Law, Chapter 610, RSMo., the Custodian of Records will respond to any records requests by either providing the requested records; informing the requester that the records sought are closed (and, if requested, with a citation of the provision for closure); or explaining the cause of the delay with an estimation of when the records will be provided. The response will be sent within three (3) business days of receipt of the request; the three-day time period does not begin until the Custodian of Records is in direct receipt of the request. For example, if the Custodian of Records is out of the office a request will not be considered received until he/she is back at work. Requests for records made to persons other than the Custodian of Records shall be directed to the Custodian of Records in a timely manner, so that a response may be made to the request.

If the person receiving the request is out of the office but receives a records request (ex: via email), then the person shall direct the request for records to the Custodian of Records upon their return to the office.

B. The Police Department of the City shall maintain records of all police-related records, the Chief of Police shall be the custodian of police records subject to oversight from the City Clerk. All incident reports and arrest reports shall be open records; however certain information may need to be redacted from reports occasionally pursuant to Chapter 610, RSMo. Notwithstanding any other provision of the law, investigative reports of the Police Department are closed records until the investigation becomes inactive. If any person is arrested and not charged with an offense against the law within thirty (30) days of the person's arrest, the arrest report shall thereafter be a closed record except that the disposition portion of the record may be accessed.

Section 125.020. How Records are Requested.

Requesters are encouraged to submit requests for records in writing. Oral requests, if received by the City Clerk, shall be immediately recorded in written form to document the same. All requests for records, whether submitted by a requester in writing or orally, shall ultimately be documented, in writing, using the records request form prescribed by the City of Seligman.

Section 125.030. Manner of Response Provided.

The requesting party shall indicate on the request the manner in which a response is desired. In the absence of instructions to the contrary, it will be assumed the requesting party wants to receive a response in the same form as the original request. Example: If someone mails a records request, it will be assumed a mailed response is required.

Section 125.040. Response Within 3 Business Days.

- A. The Custodian of Records shall respond to the request within three (3) business days of its receipt by said custodian. A "business day" is a day when City Hall is open for the conduct of City business during its normal business hours. While it is desirable that an entire transaction be completed within three (3) business days, there may be circumstances where clarification or explanation of the request is necessary, or where it may be necessary to provide only part of the requested information while additional searches are completed. If records contain open and closed information, closed information should be redacted.
- <u>B.</u> The Custodian of Records ensures that, within three (3) business days from receipt of the request, one (1) of the following occurs:
 - 1. The requester receives copies of the record, as requested, after fees paid.
 - 2. If the record has been destroyed pursuant to the City's records retention schedule, written notice of that fact is provided.
 - $\underline{3}$ If the City is unable to fulfill the request within the three (3) days, written notice of

that fact and estimated date that the record will be available is provided.

- 4. If the request is denied, upon request, written notice with citation to the specific statute or other legal authority making the record confidential is provided.
- <u>C.</u> Upon receipt of all responsive documents, the Custodian of Records determines what is closed. Any questionable documents should be provided to the City Attorney for review.
- <u>D.</u> Copies of the request and response to same shall be kept by the Custodian of Records.

Section 125.050. Request for Searches.

- A. If the Custodian of Records responds to a request for public records in order to seek clarification of the request and no response to the request for clarification is received within ninety (90) days, or within one hundred fifty (150) days if the requested fees are greater than one thousand dollars, of sending the request for clarification, then such request for public records shall be considered withdrawn. The request for clarification shall include notice to the requester that if the requester fails to respond within ninety (90) days or within one hundred fifty (150) days if the request fees are greater than one thousand dollars, then the request shall be withdrawn.
- <u>B.</u> Except as otherwise provided by law, the City shall provide access to and, upon request, furnish copies of public records upon payment of the following fees:
 - 1. Fees for copying public records, except those records restricted under Section 32.091, RSMo., shall not exceed ten cents (\$0.10) per page for a paper copy not larger than nine (9) inches by fourteen (14) inches, with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the City. Copies of larger documents shall be charged at the actual cost to the City.
 - 2. Research time required for fulfilling records requests may be charged at the actual cost of research time. Based on the scope of the request, the public governmental body shall produce the copies using employees of the City that result in the lowest amount of charges for search, research, and duplication time.
 - 3. Prior to producing copies of the requested records, the person requesting the records may request the public governmental body to provide an estimate of the cost to the person requesting the records.
 - 4. Documents may be furnished without charge or at a reduced charge when the City determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the public government body and is not primarily in commercial interest of the requester.
 - 5. Fees for providing access to public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices and for paper copies larger than nine (9) inches by fourteen (14) inches shall include only the cost of copies,

staff time, which shall not exceed the average hourly rate of pay for staff of the public governmental body required for making copies and programming, if necessary, and the cost of the disk, tape or other medium used for the duplication. Fees for maps, blueprints, or plats that require special expertise to duplicate may include the actual rate of compensation for the trained personnel required to duplicate such maps, blueprints, or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the fees for compliance may include the actual cost of such programming. For copies that must be made elsewhere or using other equipment than available at City Hall, the actual charges imposed for making the copies (including any taxes imposed) will also be charged.

- C. Payment of such copying fees shall be requested prior to the making of copies.
- D. If a requester fails to pay the fee requested within 90 days of notice from the City, or 150 days if the cost of producing the records is estimated to exceed \$1000, then the request shall be considered withdrawn.
- E. If a request is withdrawn as provided in subsection A and D, above, and the requester or another person makes substantially the same request, then the person making that subsequent request shall be charged the fees incurred in collecting and copying records for the original request.

Section 125.060. Closed Records.

Bill: 666

All records of the City which are permitted to be closed records by reason of the Sunshine Law, or by any other Missouri Statute or regulation shall be maintained as a closed record. No such closed record shall be released to any person who is not part of the City government except those that are reasonably necessary to prepare an audit report requested by the City and the City's Attorney is able to see such records as are reasonably necessary to represent the City. Requests that closed records be open to public inspection will be considered on a case-by-case basis by the City's Board of Aldermen. The Board of Aldermen, when in doubt about the legality of closing a particular meeting, record or vote, may bring suit at the expense of the City in the Circuit Court of Barry County to ascertain the propriety of any such action, or seek a formal opinion of the Attorney General or an attorney for the City.

Section 125.070. Public Notice Board.

The Custodian of Records shall establish a fixed place where all public notices and agendas will be posted. This should be in a place accessible to members of the public at all times. The notice board is located in front of the City Hall.

- Section 3: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and signature of the chairperson and attested to by the City Clerk.
- Section 4: The provisions of this Ordinance are severable and if any provision hereof is

Bill: 666	City of Seligman	Ordinance: 25-10

declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 5: That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

Read, this first time on this 8th day of September, 2025.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of the City of Seligman, Missouri this 8th day of September, 2025

			MICHAEL AVERS	S, MAYOR	
ATTEST:					
BRIAN NIC	HOLS, CIT	Y CLERK			
1 st Reading			2 nd Reading		
Motioned			Motioned		
Seconded _		_	Seconded		_
	Aye	Nay		Aye	Nay
McKinney			McKinney		
Tanis			Tanis		
Carter			Carter		
Greene			Greene		
Absent			Absent		

Fire Hydrant Services and Repair



191 S Park Ave Lockesburg, Arkansas 71846 United States

8706482422 flowhydrantservices.com



BILL TO

City of Seligman, MO

brian.nichols@seligmanmo.com

Estimate Number: SG1

Estimate Date: August 16, 2025

Valid Until: September 15, 2025

Grand Total (USD): \$13,100.00

Services	Quantity	Price	Amount
Fire Hydrant Repair #12 - Clow 1994 4 1/2 - top permanently open	1	\$1,600.00	\$1,600.00
Fire Hydrant Repair #15 - Mueller 1953 4 1/2 - bad seals, leaking underground	1	\$2,300.00	\$2,300.00
Fire Hydrant Repair #16 - Mueller 1953 4 1/4 - hard to turn	1	\$1,500.00	\$1,500.00
Fire Hydrant Repair #17 - Mueller 2000 5 1/4 - hard to turn	1	\$1,500.00	\$1,500.00
Fire Hydrant Repair #43 - Mueller 5 1/4 - blow water out the weep hole	1	\$2,300.00	\$2,300.00
Fire Hydrant Repair #48 - Mueller 1953 4 1/4 - bad seals, hard to turn	1	\$2,300.00	\$2,300.00
Fire Hydrant Repair OC1 - Mueller 1953 4 1/4 - top permanently open	1	\$1,600.00	\$1,600.00
		Grand Total (USD):	\$13,100.00



Fire Hydrant Services and Repair 191 S Park Ave Lockesburg, Arkansas 71846 United States

 $8706482422 \\flowhydrantservices.com$



Notes / Terms

Customer will be billed upon completion of work.

Once the quote is accepted, we will schedule the repair.

Acceptance of this quote electronically constitutes your agreement to the terms and conditions herein.

Bill: 667 City of Seligman Resolution: 25-08

A RESOLUTION ACCEPTING AND AUTHORIZING THE AGREEMENT BETWEEN SOMA GLOBAL, INC AND THE CITY OF SELIGMAN FOR RECORDS MANAGEMENT SERVICES

WHEREAS, the City Police Department is in need of records management services; and

WHEREAS, SOMA GLOBAL, Inc. presented a quote to provide this service; and

WHEREAS, in order to effectuate the agreement, it is necessary for the Mayor to sign the agreement, attached herein;

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Seligman, Missouri, that execution of an agreement dated 9/9/2025 is authorized by and between the City of Seligman, Missouri and SOMA Global, Inc., the first year amount of the agreement is \$13,700.00; and

IT IS FURTHER RESOLVED by the Board of Aldermen of the City of Seligman, Missouri, that execution of any additional documents necessary to complete the agreement is authorized;

THIS RESOLUTION IS THEREFORE PASSED AND ADOPTED by the Board of Alderman of the City of Seligman, Missouri this 8th day of September, 2025.

	Michael Avers, Mayor	
ATTEST:		
CITY CLERK		

Approval:		
Motioned		
Seconded		- -
	Aye	Nay
Tanis		
McKinney Greene		
Carter		

City of Seligman

Resolution: 25-08

Bill: 667

Absent_____

SOMA GLOBAL, INC SOFTWARE-AS-A-SERVICE RENEWAL AGREEMENT

This SOMA Global, Inc. Software-as-a-Service ("SaaS") Renewal Agreement ("Agreement") is entered into by and between SOMA Global Inc., with its principal office located at 250 E Ponce de Leon Ave, Suite 700, Decatur GA 30030-3411 ("SOMA"), and the customer named below. The effective date of this Agreement is the date of full execution of this agreement ("Effective Date").

Customer Name: Seligmann Police Department (MO) ("Customer")

Address: 29144 Main Street, Seligman, MO 65745

RECITALS

WHEREAS, SOMA is the owner of certain computer software programs, including its SOMA software application ("Software"), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder ("Services");

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, SOMA provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs;

WHEREAS, Customer now desires SOMA to provide, and SOMA desires to provide, Customer with access to the Software by way of SOMA's SaaS offering; and

WHEREAS, SOMA and Customer may sometimes be referred to herein each as "Party" or together as "Parties."

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

- 1.1 <u>License Grant</u>. During the Term, and subject to the terms and conditions of this Agreement, SOMA hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via SOMA's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by SOMA in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. Civilian workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third party access to the Software or Solution without SOMA's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that SOMA may make available to the Services that Customer procures from SOMA.
- 1.2 <u>Restrictions on Use</u>. Customer shall not, and shall not permit others to, without SOMA's prior written consent: (i) exceed the number of permitted licenses set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to SOMA or any third parties.

2. Initial Set Up and Configuration Services. Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. SOMA's standard initial implementation, set-up and training fees are set forth in Schedule A. Customer's timely response to discovery and data requests are paramount to timely implementation (Section 8.3 herein).

The following are minimum specs that SOMA Global recommends for optimal performance with it's applications.

DISPATCH, RECORDS and JAIL

- Processor: Intel Core i5 or greater
- Memory: 8GB RAM (16GB RAM recommended for Dispatch)
- Operating System
 - Windows 11 Professional
 - MacOS 11 Big Sur
- Web Browser
 - Google Chrome (preferred)
 - Microsoft Edge
 - Safari
 - Firefox
- 128mb Video Card or higher (Quad Video Card recommended for Dispatch 1280 x 1024 minimum screen resolution)
- 100/1000 Gigabit Network Card
- Network Requires ~100Mbps/20Mbps speeds (Desired minimum 250Mbps/50Mbps speeds) (>400Mbs/100Mbps recommended for Dispatch)
 - Jitter should be below 30 ms. Packet loss shouldn't be more than 1%, and network latency shouldn't go over 150 ms in one direction.
- Antivirus Antivirus software is strongly recommended. (Corporate Editions preferred.)
 - Whitelist (TCP 80, 8080 and/or 443)
 - https://*.somahub.io
 - https://*.amazonaws.com
 - https://*.arcgis.com
 - https://*.arcgisonline.com
 - https://*.esri.com
 - https://*.intercom.io
 - https://*.intercomcdn.com
 - https://*.rapidsos.com
 - https://*.mapbox.com
 - https://*.iorad.com
 - https://*.googleapis.com
 - https://*.gstatic.com
 - Workstations accessing SOMA Service Desk Portal
 - https://getsoma.atlassian.net
 - https://*.cloudfront.net
 - Amazon CloudFront application

MOBILE

Mobile can be done on MDCs, Tablets, or Phones.

- MDC
 - Processor: Intel Core i5 or greater
 - Memory: 8GB RAM
 - Operating System
 - Windows 11 Professional
 - MacOS 11 Big Sur
 - Web Browser
 - Google Chrome (preferred)

- Microsoft Edge
- Safari
- Firefox
- Antivirus Antivirus software is strongly recommended. (Corporate Editions preferred.)
 - Whitelist

https://*.somahub.io

https://*.amazonaws.com

https://*.arcgis.com

https://*.arcgisonline.com

https://*.esri.com

https://*.intercom.io

https://*.intercomcdn.com

https://*.rapidsos.com

https://*.mapbox.com

https://*.iorad.com

https://*.googleapis.com

https://*.gstatic.com

- Tablet
 - iPad Pro
 - Microsoft Surface Pro 4 or newer
- Other Mobile Devices
 - Apple
 - iPhone X or newer
 - Apple CarPlay App
 - Apple Watch App
 - Android
 - Samsung S9 or newer
 - Samsung DeX compatibility
- 3. Professional Services and Statements of Work. If additional Services are requested of SOMA beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by SOMA, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by SOMA on a "time and material" basis at the rates identified in the SOW.
- **4. Customer Support**. During the Term, SOMA will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at SOMA's Customer Support Policy, attached hereto as Schedule B. SOMA support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide SOMA access to production systems for purposes of customer support.
- **5. Service Level Agreement.** SOMA will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.
- 6. Fees and Payment Terms.
 - 6.1 <u>Payment Terms</u>. Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to SOMA by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by SOMA to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide SOMA with written notice of such decision at least sixty (60) days (Initials _____) prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to SOMA all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days after receipt of SOMA invoice. Unless otherwise instructed by Customer in writing, SOMA shall send all invoices electronically to the email address specified at the introduction paragraph of this Agreement.

- 6.2 <u>Expenses</u>. Customer shall reimburse SOMA for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A. Such expenses are not included in any estimate in a SOW unless expressly itemized.
- 6.3 <u>Cancellation or Rescheduling of Meetings or Travel by Customer</u>. If meetings are rescheduled or cancelled by Customer after SOMA travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to SOMA, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.
- 6.4 <u>Interest</u>. SOMA <u>may</u> charge a service fee on late payments of the lesser of 1.5% per month or the highest rate allowable under law.
- 6.5 <u>Taxes</u>. Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.
- 6.6 <u>Alternate Payment Methods</u>. Payments may be made by electronic means upon request to <u>AR@somaglobal.com</u>. Credit card processing or wire transfer fees will be the responsibility of the customer.

7. Ownership.

- 7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. SOMA, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by SOMA pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of SOMA, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by SOMA.
- 7.2 <u>Documentation and Training Materials</u>. All SOMA documentation and training materials provided by SOMA hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of SOMA. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the SOMA documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of SOMA documentation or training materials shall be provided to any third party or competitor of SOMA.

7.3 Customer Data.

(a) Customer hereby represents and warrants to SOMA that it is the owner or licensee of all data and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that SOMA is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that SOMA shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to SOMA that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes SOMA to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. SOMA will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by SOMA's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Limited Warranty; Customer Obligations.

8.1 Software/Solution Warranties.

- (a) SOMA hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in SOMA's published documentation ("Documentation") and to Customer specifications that SOMA has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that SOMA has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of SOMA's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to SOMA in writing in order to receive the warranty remedy set forth in this Section 8.1(a).
- (b) Customer's sole remedy, and SOMA's sole obligation, under this Software/Solution warranty shall be, at SOMA's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If SOMA does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by SOMA to Customer, then SOMA will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to SOMA for the order.
- (c) SOMA shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.
- (d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY SOMA UNDER THIS SECTION 8.1. SOMA AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1) OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

8.2 Services Warranties.

- (a) SOMA warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to SOMA in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.
- (b) If the Services are not performed in a manner consistent with generally accepted industry practices, then SOMA's sole obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and

SOMA's sole liability, shall be the re-performance of the Services at no cost to Customer, and if SOMA fails to reperform the Services as warranted within the resolution time mutually agreed upon by SOMA and Customer, Customer shall be entitled to a refund of the fees paid by Customer to SOMA for the deficient services and to immediately terminate the particular statement of work without liability.

(c) SOMA AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2) AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABIITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3 Customer's Actions.

- (a) In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide SOMA with the required information or take the required actions in a timely manner.
- (b) Any hardware purchased to access or utilize SOMA's solutions or any third party integrated services are the responsibility of the customer.
- PROVIDED BY SOMA TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SOMA DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION. IN NO EVENT SHALL SOMA OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE SAAS SERVICES, SOFTWARE OR SOLUTION, SOMA'S PROVISION OF ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILTY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF SOMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SOMA, IN NO EVENT SHALL THE TOTAL LIABILITY OF SOMA AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOFTWARE, SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. IN NO EVENT SHALL SOMA HAVE ANY LIABILITY FOR CUSTOMER'S MISUSE OR FAILURE TO USE THE SOLUTION.

10. Indemnification

- 10.1 General Indemnification. To the extent authorized by applicable law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer will cooperate and assist SOMA in defending any third party claim resulting in any way from Customer's actions or Customer Data. The Indemnifying Party shall pay any and all damages awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim; (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom; and (c) it works with the Indemnifying Party in good faith and agrees to give the Indemnifying Party reasonable input into the resolution or settlement of any claim.
- 10.2 Infringement. SOMA will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. SOMA shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies SOMA in writing of such claim in sufficient detail to enable SOMA to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at SOMA's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in SOMA's opinion be likely to become, the subject of such a claim of misappropriation or infringement, SOMA at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. SOMA shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11. Term and Termination.

- 11.1 <u>Term</u>. This term of this Agreement shall commence as of the actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, or as otherwise specified in Schedule A, and continue in full force and effect for the five (5) year Initial Term set forth in Schedule A, and automatically renew annually thereafter at then current rates, each a Renewal Term, unless otherwise terminated in accordance with Section 11.2 below. (Initials
- 11.2 <u>Termination</u>. This Agreement may be terminated as follows:
 - 11.2.1 <u>Termination for Convenience</u>. If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days (Initials _____) prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term.

11.2.2 Termination for Cause.

- (a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.
- (b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

- (c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 11.3 <u>Effect of Termination</u>. Upon termination or expiration of this Agreement, SOMA shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer. After 90 days, SOMA reserves the right to delete Customer's data.
- 11.4 <u>Data Release</u>. The data stored by SOMA on the behalf of the customers, is the property of the customer. If requested by Customer prior to the termination or expiration of this Agreement, SOMA will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. If Customer fails to sign a data release agreement or terminates agreement, SOMA shall have the right to remove, delete, or destroy the Customer Data from the Solution. Each SOMA application stores data separately and at times may have a different format for delivery. SOMA reserves the right to amend the format of the digital copy, in order to support the growth and enhancement of its products. The current format of the digital copy for each product is described below.
 - (a) CAD All CAD data for items such as but not limited to calls for service (not including any specific configuration data such as permissions) will be distributed as CSV files.
 - (b) RMS All RMS data for items such as but not limited to incidents, arrests, and property and evidence is provided by a full DocDB export as a MongoDB database dump. This provides files as JSONB which can be restored to a full database.
 - (c) JMS All JMS data for items such as but not limited to booking, release and inmate history is provided by a full DocDB export as a MongoDB database dump. This provides files as JSONB which can be restored to a full database.
- 11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. **General Provisions.**

- 12.1 <u>Binding Agreement</u>. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 12.2 <u>Confidentiality.</u> During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "Confidential Information" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no

fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

- 12.3 <u>Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any purchaser of all or substantially all of the assets of the assigning party.
- 12.4 <u>No Waiver</u>. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.
- 12.5 <u>Electronic Media</u>. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.
- 12.6 <u>Right to Subcontract</u>. SOMA may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SOMA to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to SOMA.
- 12.7 <u>Entire Agreement</u>. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.
- 12.8 <u>Force Majeure</u>. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

12.9 <u>Notices</u>. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; (ii) three (3) business days after the date of mailing if sent by certified or registered mail; (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery, or (iv) upon read receipt of delivery by electronic communications at orders@kologik.com. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To SOMA: SOMA Global, Inc.

250 E Ponce de Leon Ave, Suite 700

Decatur, GA 30030-3411 Attn: Paul San Soucie

Email: orders@kologik.com

To Customer: Seligman Police Department

Address: 29144 Main Street

City, State, Zip Seligman, MO 65745

Main Contact Email: chief@seligmanmo.com

- 12.10 <u>Severability</u>. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.
- 12.11 <u>Waiver and Modification</u>. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.
- 12.12 <u>Modifications</u>. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.
- 12.13 <u>Relationship of Parties</u>. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.
- 12.14 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.
- 12.15 <u>Non-Solicitation of Employees</u>. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.
- 12.16 <u>Compliance with Laws</u>. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

- 12.17 <u>Choice of Law; Dispute Resolution; Jurisdiction; Venue</u>. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Louisiana, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in the State of Louisiana.
- 12.18 <u>Paragraph Headings</u>. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.
- 12.19 <u>Marketing</u>. From time to time, SOMA lists and/or mentions its customers in its marketing and communications initiatives including social media. Customer agrees that SOMA may use Customer's name and logo free of charge for such purpose for the duration of the Term. In addition, SOMA may work with customer on a Press Release, Case Study or Testimonial subject to approval by the Customer before publication.
- 12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.
- 12.21 <u>Authority to Bind</u>. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

SOMA GLOBAL INC.	CUSTOMER
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

Additional Contact Information

Primary Contact Name: Kevin M Phillips

Primary Contact Job Title: Chief of Police

Primary Email: chief@seligmanmo.com

Primary Contact Phone: 417-846-4911

Agency Head Name: Kevin M. Phillips

Agency Head Job Title: Chief of Police

Agency Head Email: chief@seligmanmo.com

Onboarding Contact Name: Kevin M. Phillips

Onboarding Contact Job Title: Chief of Police

Onboarding Contact Email: chief@seligmanmo.com

Billing Contact Name: Brian Nichols

Billing Contact Email: cityofseligman@yahoo.com

Billing Contact Phone: 417-662-3600

SOMA Contracts Rep. Name: Jayme Long

SOMA Contracts Rep. Phone: 7708402154

SOMA Contracts Rep. Email: jlong@kologik.com

SCHEDULE A PRODUCTS & PRICING SCHEDULE

08 / 25 / 2025

Customer Name and Address: Seligmann Police Department (MO)

505 East St, Cassville, MO 65625,

Renewal Term Start Date:

Initial Term: Commencing on the term date as defined in 11.1 of the Agreement and continuing for five (5) years thereafter.

Product/Services Selected: SOMA SaaS Solution

Proposal Number: JL082725 ORI #: MO0050500 # of Sworn Officers: 3

Data Migration/Integration From:

Agency Physical Address: 29144 Main Street, Seligman, Mo 65745

ADDITIONAL NOTES

Term notes: Mules Interface and MIBRS Certification Implementation and Certification

- 1. Mules Interface: It is acknowledged that the implementation of the Mules interface will be a pioneering initiative within the state of Missouri. The Parties hereby agree that the successful execution of this interface necessitates a collaborative partnership with the Agency to meet the certification process established by the state of Missouri.
- 2. MIBRS Certification: Furthermore, the Parties recognize that the integration of the National Incident-Based Reporting System (NIBRS), referred to as MIBRS in Missouri, also requires a similar partnership approach to fulfill the certification requirements set forth by the state.
- 3. Delivery Date: The delivery date for the implementation of the Mules interface and the MIBRS certification will be determined during the discovery phase. This date shall be mutually agreed upon by both Parties and documented in writing.
- 4. Scope of Collaboration: The Parties commit to work together, sharing expertise and resources, to ensure compliance with both the Mules interface and MIBRS certification processes. Duties and responsibilities regarding this collaboration shall be further detailed in a discovery document provided SOMA and agreed to by both SOMA and agency.

QTY	Item Description	Unit Price	Total Price
Initial Set-u	p Fees (One-time)		
1	Remote Training (One-time)	\$500.00	\$500.00
3	SOMA Records Set-up and Installation (One-time) SOMA Records Set-up and Installation	\$400.00	\$1,200.00
1	Citation Integration (One-time) This will be split up over 5 years \$1,000 each year	\$5,000.00	\$5,000.00
1	Mules Set up (One-time) This will be split up over 5 years \$2,000 each year	\$10,000.00	\$10,000.00
			\$16,700.00
QTY	Item Description	Unit Price	Total Price
SOMA Saas	S Solution Fees (Recurring)	1	

1	SOMA Records Basic System (Recurring) SOMA Records Basic System (includes 5 licenses and up to 500 so officers)	\$7,500.00 worn	\$7,500.00
1	Citation Integration (Recurring)	\$1,500.00	\$1,500.00
			\$9,000.00
	Item Description		Total Price
	TOTAL FEES: Five (5) Y	Year Cost of SOMA Sa	as Solution
Records Setup/In Remaining set up Breakdown: Citation Integrati	One-time - \$500 (paid at signature) stall - \$1,200 (paid at signature) of fees will be paid out over 5 years on -\$5,000 (paid out annually at \$1,000/year) 0,000 (paid out annually at \$2,000/year)	\$16,700.00 Total Value Initial \$1,700 paid at signature Additional fees split over 5 years and paid out \$3,000 annually	
SaaS Fees Rec	curring (Year 1)		\$9,000.00
TOTAL YEA	AR 1 FEES:	\$13,700	
YEAR 2 FEES:		\$12,000	
YEAR 3 FEES:		\$12,000	
YEAR 4 FEES:		\$12,000	
YEAR 5 FEES:		\$12,000	

INVOICING AND PAYMENT TERMS

Invoicing. Both parties have agreed that the one-time **Citation Integration Fee** of \$5,000 will be distributed evenly over the five (5) year term of the agreement, resulting in an annual fee of \$1,000. Similarly, the one-time **Mule Setup Fee** of \$10,000 will be spread evenly over the five (5) year term, resulting in an annual fee of \$2,000. These adjustments have been mutually agreed upon and will be reflected in the total annual billing for the duration of the contract. SOMA will invoice Customer for the remaining Year 1 Fees at or near the signing of this Agreement for Year 2, 3, 4 and Year 5 fees will be invoiced 30 days prior to the anniversary date of the Agreement. Additional fees will be invoiced upon completion of each. The numbers above are showing the contract numbers as quoted per conversation with both parties.

Payment Terms. Payments are due no later than thirty (30) days following the date of SOMA invoice.

Additional Fees. Credit card payments are subject to a processing fee.

Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. These additional fees will be invoiced on a prorated basis at the contracted rate for each license.

SCHEDULE B

SOMA SAAS SOLUTION Service Levels and Standard Customer Support Policy

Two (2) ways to contact Support:

Chat: In "Help" in the application Email: support@somaglobal.com

Uptime Availability

SOMA will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to SOMA's Customer) measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). SOMA will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours".) Emergency repairs will be performed as required and SOMA will promptly notify Company of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the SOMA Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
- Data issues including integrity and accuracy
- Problems with maps including geo-location inaccuracies
- Problem with CAD or other related Crime data feeds
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

Severities

Severity 1 High Priority Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. SOMA support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, SOMA will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. SOMA will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. SOMA support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, SOMA will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. SOMA support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	SOMA support team will work on the problem / request during normal office hours with the assistance of the customer.

Remedy

If SOMA does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with SOMA and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of SOMA's control.

9/8/25 MEETING MINUTES-DRAFT



Call to Order 6:03pm

Present Aldermen McKinney, Tanis, Carter and Greene, Mayor Avers, Brian Nichols, Matt

Phillips.

Attendees Neal Stanley, Cleata Stanley, Eldora Pratt, Harrison Pratt

<u>Consent Agenda Approval</u> Motion to approve the consent agenda (minutes, unpaid bills, and utility adjustments). McKinney, Second Greene, Aye All Nay None

Audience None

Regular Agenda (Tentative)

- Unfinished Business
 - Code Update Chapter 405 Definitions update
 - Sidewall height definition to be added
 - Permanent Foundation definition to be changed
 - Discussion / Review / Feedback
 - Combined with the building permit update
 - O Code Update Chapter 405.570 Building permits
 - Add language requiring a permit before foundation work begins
 - Discussion / Review / Feedback
 - Motion for the first reading of Bill# 668 by title only, AN ORDINANCE OF THE CITY OF SELIGMAN, MISSOURI, AMENDING SECTIONS 405.120 AND 405.570 OF THE CITY CODE TO REQUIRE A BUILDING PERMIT PRIOR TO THE COMMENCEMENT OF FOUNDATION WORK AND TO CLARIFY PERMIT PROCEDURES. Motion McKinney, Second Carter, Aye All Nay None
 - Motion for the second reading of Bill# 668 creating ordinance 25-11 by title only, AN ORDINANCE OF THE CITY OF SELIGMAN, MISSOURI, AMENDING SECTIONS 405.120 AND 405.570 OF THE CITY CODE TO REQUIRE A BUILDING PERMIT PRIOR TO THE COMMENCEMENT OF FOUNDATION WORK AND TO CLARIFY PERMIT PROCEDURES. Motion McKinney, Second Greene, Aye All Nay None
 - o Code Update Chapter 405.340 C-2 district
 - Add permitted use Billboard with description
 - Discussion / Review / Feedback / Approval
 - Motion for the first reading of Bill# 660 by title only, AN ORDINANCE OF THE CITY OF SELIGMAN, MISSOURI, AMENDING SECTION 405.340(C) OF THE CITY CODE TO ENUMERATE PERMITTED USES IN THE "C-2" GENERAL COMMERCIAL DISTRICT AND ADD BILLBOARDS AND OFF-PREMISES ADVERTISING SIGNS AS A PERMITTED USE SUBJECT TO A SPECIAL USE PERMIT. Motion McKinney, Second Carter, Aye All Nay None
 - Motion for the second reading of Bill# 660 creating ordinance 25-07 by title only, AN ORDINANCE OF THE CITY OF SELIGMAN, MISSOURI, AMENDING SECTION 405.340(C) OF THE CITY CODE TO ENUMERATE PERMITTED USES IN THE "C-2" GENERAL COMMERCIAL DISTRICT AND ADD BILLBOARDS AND OFF-PREMISES ADVERTISING SIGNS AS A PERMITTED USE SUBJECT TO A SPECIAL USE PERMIT. Motion McKinney,

Second Greene, Aye All Nay None

- City Website is live SeligmanMO.gov
 - Discussion / Review / Feedback
- Water Tower Maintenance
 - Bolted panel joint seal scheduled
 - Sand blast and paint pending joint seal work
 - Discussion / Review / Feedback
- Department Reports
 - City Hall Report (Financial Report, tax totals, utility billing update, staffing, City events)
 - Mayor Avers read the report in the council packet.
 - Police Department Report (monthly activity and news)
 - Mayor Avers read the report in the council packet.
 - Public Works Report (recent repairs and work reports for Streets, Parks, Water, Sewer, Cemetery)
 - Mayor Avers read the report in the council packet.
- New Business
 - City Attorney Change
 - Requesting Lauber Municipal Law to represent the City.
 - Sarah E. Weber will stay on as prosecuting attorney.
 - Discussion / Review / Feedback / Approval
 - Motion for the first reading of Bill# 665 by title only, AN ORDINANCE OF THE CITY OF SELIGMAN, MISSOURI, TO APPOINT A CITY ATTORNEY AND CITY PROSECUTOR TO REPRESENT THE CITY. Motion McKinney, Second Carter, Aye All Nay None
 - Motion for the second reading of Bill# 665 creating ordinance 25-09 by title only, AN ORDINANCE OF THE CITY OF SELIGMAN, MISSOURI, TO APPOINT A CITY ATTORNEY AND CITY PROSECUTOR TO REPRESENT THE CITY. Motion McKinney, Second Greene, Aye All Nay None
 - Open Records and Meetings Policy
 - Code Update Chapter 125 Open Records and Meetings Policy
 - RSMo 610 has updated, City code needs to be amended to reflect the new laws
 - Discussion / Review / Feedback / Approval
 - Motion for the first reading of Bill# 666 by title only, AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF SELIGMAN, MISSOURI, AMENDING CHAPTER 125, OPEN MEETINGS AND RECORDS POLICY FOR THE PURPOSE OF UPDATING THE CODE TO REFLECT CHANGES IN THE SUNSHINE LAW. Motion McKinney, Second Greene, Aye All Nay None
 - Motion for the second reading of Bill# 666 creating ordinance 25-10 by title only, AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF SELIGMAN, MISSOURI, AMENDING CHAPTER 125, OPEN MEETINGS AND RECORDS POLICY FOR THE PURPOSE OF UPDATING THE CODE TO REFLECT CHANGES IN THE SUNSHINE LAW. Motion McKinney, Second Tanis, Aye All Nay None
 - Fire Hydrant Repair & Service
 - Discussion / Review / Feedback / Approval
 - Motion to approve the special service quote from Fire Hydrant Services and Repair.
 Carter, Second Tanis, Aye All Nay None
 - Police Department Records Management System
 - Summary of quotes received in Police Reports
 - SOMA Agreement
 - Discussion / Review / Feedback / Approval
 - Motion for the reading and approval of Bill# 667 by title only, A RESOLUTION ACCEPTING AND AUTHORIZING THE AGREEMENT BETWEEN SOMA GLOBAL, INC AND THE CITY OF SELIGMAN FOR RECORDS MANAGEMENT SERVICES. Motion McKinney,

Second Tanis, Aye All Nay None

<u>Adjourn</u> - Motion to Adjourn at 6:55pm - McKinney, Second Tanis, Aye All Nay None