MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
November 20, 2018

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on November 20, 2018 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked, at the request of the Police Chief, to add Mayor's Item E.: Request authorization to hire Alisha Cole as a radio operator (dispatcher) in the Starkville Police Department.

City Attorney Latimer requested Items XI. J. 1. Approval of Elevator Maintenance Agreement with Thyssen Krupp and XI. E. 3. Lease Agreement with Bancorp South in the amount of $16,310.00 for the lease purchase of the Nissan Kicks be removed from the agenda pending further negotiations.

Alderman Walker asked that the following items be placed on consent: Mayor's Item E.: Request authorization to hire Alisha Cole as a radio operator (dispatcher) in the Starkville Police Department; Minutes of November 2, 2018; and XI. B. 2. c.: FP 18-13.

There being no objections to the changes, the Mayor called for a motion to approve the agenda with consent items.

1. A MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the November 20, 2018 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, NOVEMBER 20, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 2, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 6, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Employee Introductions: Fire Department – Sidney Jones
Utilities – Marcus Brooks, Brandy Gann, and Madison Smith
Police Department – Justin Butler

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. MODERN WOODMEN HOMETOWN HERO AWARD PRESENTATION

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION TO APPROVE FRONTLINE JOB APPLICATION AND SOFTWARE MASTER SERVICES AGREEMENT.

B. CONSIDERATION TO APPROVE THE TYLER TECHNOLOGIES SOFTWARE AS SERVICE AGREEMENT FOR PAYROLL SOFTWARE.

C. AUTHORIZATION TO PROCEED WITH THE DESIGN, PLANS AND ADVERTISE FOR BIDS FOR THE HIGHWAY 12 PEDESTRIAN IMPROVEMENT PROJECT IN ACCORDANCE WITH THE MDOT LPA PROCESS AND THE MDOT MEMORANDUM OF UNDERSTANDING AND AUTHORIZATION FOR THE MAYOR TO APPROVE ANY NECESSARY AGREEMENTS OR DOCUMENTS.

D. CONSIDERATION OF APPROVAL OF THE OCEDA 2% BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SENATE BILL 3012.

E. REQUEST AUTHORIZATION TO HIRE ALISHA COLE AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF A T-HANGAR, FBO HANGAR & TIE DOWN SPACE LEASE AGREEMENT.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

   THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

   a. CONSIDERATION OF THE SPECIAL EVENTS REQUEST FOR THE 2018 STAR(K)-FILLED CHRISTMAS EVENT WITH IN-KIND SERVICES ON DECEMBER 9, 2018.

   b. CONSIDERATION OF VA 18-10 A REQUEST BY CROSSTOWN DEVELOPMENT FOR VARIANCE RELIEF FROM FRONT SETBACK REQUIREMENTS FOR THE PROPOSED COTTAGES OF STARKVILLE SUBDIVISION LOCATED ON THE NORTH SIDE OF GARRARD ROAD +/- 660' WEST OF OLD WEST POINT ROAD IN A R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 117C-00-036.01.

   c. CONSIDERATION OF FP 18-13 A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING +/-9.36-ACRE PARCEL INTO 51 LOTS ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MONTGOMERY AND KERKLING DRIVE IN A R-4A ZONE WITH THE PARCEL NUMBER 105 -15-007.000.

C. COURTS

   THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AMENDING THE CAPITAL IMPROVEMENT DRAINAGE IMPROVEMENT LIST TO ADD OKTIBBEHA DRIVE, DOVER COURT, STARR AVENUE, AND WORLEY STREET.

2. CONSIDERATION OF APPROVING CHANGE ORDER FOR THE HIGHWAY 12 LANDSCAPING PROJECT TO INCLUDE THE AREAS INCLUDED IN PHASE 2 OF THE HIGHWAY 12 PROJECT WITH THE TOTAL ESTIMATED ADDITIONAL COST OF $52,167.03 TO BE PAID FOR OUT OF BULLYVARD FUNDS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 13, 2018 FOR FISCAL YEAR ENDING 9/30/19, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF OCTOBER 31, 2018 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT A HOMELAND SECURITY GRANT FOR THE AMOUNT OF $11,000.00 TO BE USED TO PURCHASE DRY SUITS FOR DIVING, PORTABLE LIGHTS, AND OTHER TASK FORCE EQUIPMENT, WITH NO COST TO THE CITY.

2. REQUEST PERMISSION TO DECLARE A 1996 FORD CROWN VIC, VIN# 2FALP71W9TX119763, SURPLUS AND SELL ON GOVDEALS WEBSITE.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO TRANSFER NICK SHUMAKER FROM THE STARKVILLE FIRE DEPARTMENT TO THE STARKVILLE POLICE DEPARTMENT AS A CERTIFIED POLICE OFFICER.

2. REQUEST AUTHORIZATION TO TRANSFER DONNIE SCALES FROM THE STREET DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS AN EQUIPMENT OPERATOR.

3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THREE (3) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.

4. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A PART-TIME ATHLETIC ASSISTANT POSITION IN THE PARKS AND RECREATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST APPROVAL OF STARKVILLE SPORTSPLEX/MCKEE PARK BASEBALL AND SOFTBALL FIELD SPONSOR PACKET.

2. REQUEST APPROVAL OF UPDATED FACILITY RENTAL AGREEMENT FOR PARKS AND RECREATION FACILITIES.

J. POLICE DEPARTMENT

1. REQUEST PERMISSION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY19 FUNDING TO BE USED FOR THE PURCHASE OF THREE (3) TASERS, THREE (3) TASER BATTERIES AND TWELVE (12) FLASHLIGHTS WITH A 25% CITY MATCH OF $1,241.25.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR SEALED BIDS FOR AUTOTRANSFORMER FOR SOUTHWEST STARKVILLE PRIMARY SUBSTATION (MATERIAL ONLY).

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 4, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 21:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 2, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the November 2, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

3. CONSIDERATION TO PROCEED WITH THE DESIGN, PLANS AND ADVERTISE FOR BIDS FOR THE HIGHWAY 12 PEDESTRIAN IMPROVEMENT PROJECT IN ACCORDANCE WITH THE MDOT LPA PROCESS AND THE MDOT MEMORANDUM OF UNDERSTANDING AND AUTHORIZATION FOR THE MAYOR TO APPROVE ANY NECESSARY AGREEMENTS OR DOCUMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval to proceed with the design, plans and advertise for bids for the Highway 12 pedestrian improvement project in accordance with the MDOT LPA process and the MDOT Memorandum of Understanding and authorization for the Mayor to approve any necessary agreements or documents" is enumerated, this consent item is thereby approved. It is proposed to utilize the remainder of the Bullyvard funds for pedestrian mobility improvements along Highway 12 in conjunction with the MOU with MDOT.

4. CONSIDERATION OF APPROVAL OF THE OCEDA 2% BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SENATE BILL 3012.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the OCEDA 2 % budget in accordance with the enabling legislation Senate Bill 3012" is enumerated, this consent item is thereby approved.

REVENUES - 2% FOOD & BEVERAGE TAX			
		Budgeted Amount	Proposed Budget
		FY 2017-2018	FY 2018-2019
48020-Food/Beverage Tax		$ 290,000.00	$ 300,000.00
Total Revenues 2% Food & Bev. Tax		**$ 290,000.00**	**$ 300,000.00**

EXPENSES - 2% FOOD & BEVERAGE TAX			
		Budgeted Amount	Proposed Budget
		FY 2017-2018	FY 2018-2019
90072-Dues/Memberships		$ 500.00	$ -
90073-Industry Relations		$ 121,000.00	$ -
GTRDA/Link		$ -	$ 100,000.00
Retail/Recruitment		$ -	$ 20,000.00
Marketing/Events		$ -	$ 20,000.00
Minority Grants		$ -	$ 20,000.00
Cornerstone Park		$ -	$ 140,000.00
90079-Travel/Conferences		$ 1,500.00	-
Total Expenses 2% Food & Beverage Tax		**$ 123,000.00**	**$ 300,000.00**
Net Income		**$ 167,000.00**	**$ -**

5. CONSIDERATION OF THE AUTHORIZATION TO HIRE ALISHA COLE AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Alisha Cole as a Radio Operator (Dispatcher) in the Starkville Police Department" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF A T-HANGAR, FBO HANGAR & TIE DOWN SPACE LEASE AGREEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a T-Hanger, FBO Hangar & Tie Down Space Lease Agreement" is enumerated, this consent item is thereby approved.

STARKVILLE/OKTIBBEHA COUNTY AIRPORT
GEORGE M. BRYAN FIELD

T-HANGAR, FBO HANGAR & TIE DOWN SPACE LEASE AGREEMENT

This Lease Agreement has been executed on the day and date entered below, by and between CITY OF STARKVILLE, by and through the Starkville/Oktibbeha County Airport Board, hereinafter referred to as Lessor, and ______________________________________ herein referred to as Lessee to become effective on the _______ day of ___________________________ and remain in effect until terminated by either party upon a thirty (30) days written notice or unless Lessor shall have given notice of immediate termination to Lessee due to the breech of this agreement by Lessee.

The space leased to Lessee shall consist of ________________________ with occupancy being made subject to the following terms and conditions as established by the City of Starkville for hangar space, tie-down space or storage:

1. The Parties

Lessor:

City of Starkville
Starkville/Oktibbeha County Airport
120 Airport Road
Starkville, Mississippi 39759
Airport Director: Rodney Lincoln
662-418-5900

Lessee:

Name: _____________________________
Address: ____________________________
____
Phone Bus: _________________ Home: _________________
Cell: ______________________
Email: _____________________

2. Identification of Aircraft:

The Lessor leases the space identified below at Starkville/Oktibbeha County Airport, located on George M. Bryan Field, for the storage of the following aircraft:

N: __________________
Make: __________________
Model: __________________

3. The rental cost of the space leased to Lessee is hereby established in accordance with the following schedule:

A. FBO hangar

Aircraft	Wing Span	MTOW	Cost
Piston - Single engine	NTE 32 ft.	3000 lbs	$125.00 per month
Piston - S/Med. Multi-engine	NTE 44 ft	5100 lbs	$150.00 per month
Piston - Large Multi-engine	NTE 50 ft	6500 lbs	$200.00 per month
Turbine - Small & VLJ	NTE 50 ft	12,500 lbs	$325.00 per month
Turbine - Medium	NTE 55 ft	17,000 lbs	$375.00 per month
Turbine - Large	NTE 75 ft	31,000 lbs	$425.00 per month

B. Tie-down ramp space ($25.00 per month)

C. Building C T-hangar ($125.00 per month)
T-hangar storage Unit C2 ($25.00 per month)
T-hangar storage Unit C9 ($75.00 per month)

D. Building D T-hangar ($100.00 per month)
T-hangar storage Units D2 and D7($75.00 per month)

E. Building E T-hangar ($100.00 per month)
T-hangar storage Units E2 and E7 ($75.00 per month)

F. Building F T-hangars ($125.00 per month)
T-hangar storage Units F2 and F9 ($75.00 per month)

G. Building G T-hangars ($125.00 per month)
T-hangar storage Unit G10 ($75.00 per month)

4. Rent: Lessee shall pay to Lessor monthly rent for the agreed upon leased area at the rate set forth in Paragraph 3 above. Payment shall be due on the date of possession and on the first day of each month thereafter with rent being prorated for the initial month if possession is less than for the entire month. Lessor reserves the right to change the rental amount at contract renewal date upon (90) day prior written notice of such change to Lessee. Advance payment of rent shall not preclude such an increase. There shall be a $25.00 late penalty payment for any payment that is ten (10) days past due. In the event that a payment shall become forty-five (45) days past due, the Airport Board, at their option shall have the right to void this lease and take immediate possession of the premises. However, in the event that a payment shall become ninety (90) days past due, the lease shall be void and the Airport Board shall take immediate possession of the premises

5. Use of the premises: The area leased to Lessee shall be used and occupied in compliance with the following conditions:

A. The T-hangar space, FBO Building A common hangar space and tie-down space shall be exclusively used for the purpose of storing the aircraft identified in Paragraph 2 above. No change of aircraft shall be made without the prior written notice to the Airport Director. All aircraft occupying an assigned T-hangar unit shall be based and physically located on the George M. Bryan

Field a minimum of 50% of the time.

B. No parking or storage of a motor vehicle or non-aviation related personal property shall be permitted in any T-hangar, FBO common hangar or tie-down space. However, a motor vehicle may be temporarily stored in a T-hangar when the assigned aircraft is in transit. There shall be no long term storage of vehicles, equipment or other personal property within any leased T-hangar not related to aircraft operations without prior written consent of Lessor. Ground vehicles for use of the FBO hangar and tie-down ramp space leased shall be parked in the designated public parking lot with vehicular access to and from the aircraft being allowed but limited in duration to the loading or unloading of passengers, baggage or freight. Lessor reserves the right to remove any vehicle in an unauthorized location at the owner's expense.

C. Lessee shall be responsible for the interior cleanliness of any assigned T-hangar or T-hangar storage unit and shall not make any permanent modification of said unit without getting the prior written consent of Lessor.. The Lessee shall not affix lettering, logos, or signs on any building or parking area without the prior written consent of Lessor.

D. Lessee may perform any maintenance or have any maintenance performed by a qualified A & P on his or her personal aircraft that is permitted by the FAR. There shall be no other maintenance allowed in the leased premises.

E. Lessee shall not permit waste, debris, flammable materials, or other hazardous substances, to accumulate or be stored in any T-hangar or T-hangar storage unit. Exceptions are permitted for small non-flammable heaters and small containers of paint or cleaning materials. Any other materials require a 60 day prior written approval from the Lessor. Storage of any items on the exterior of a T-hangar or storage space is prohibited. Welding or braising in any T-hangar or storage area is also prohibited.

F. Lessee understands that it is his/her sole responsibility to meet and maintain leased premises to all EPA standards. Should a contamination be caused by actions or non-actions of the Lessee, the clean up of premises will be the sole financial responsibility of Lessee. A DEQ assessment will be required by the Lessor after clean up, should such event occur and will be the sole financial responsibility of the Lessee. There shall be no stripping or painting on the premises. Minor touch up painting is accepted.

G. Lessee understands and specifically agrees that no commercial aviation activity shall be conducted on or from any T-hangar or T-hangar storage unit without the prior written approval of the Lessor. This includes, but is not limited to, aircraft maintenance, rental of aircraft, charter, leasing, flight instruction, aerial survey, or photographic work, etc.

H. This Lease and any use of the storage areas leased hereby is subject to the provisions of the lease between the Lessee herein and the Starkville/Oktibbeha County Airport on George M. Bryan Field and such use must conform to all the rules and regulations of the Starkville/Oktibbeha County Airport minimum standards, and applicable Federal Air Regulations, zoning, building, insurance, and fire codes.

I. Upon termination of this lease, Lessee shall deliver and surrender to Lessor possession of the leased property, clean and in as good of condition and repair as existing on the date of possession, ordinary wear and tear and damage by fire or the elements beyond the Lessee's control excepted. Lessee shall also redeliver to Lessor all issued keys and gate remotes.

J. Except for claims arising out of acts caused by the negligence of the Lessor or its representatives, the Lessee hereby waives all claims against the Lessor and agrees to indemnify and defend Lessor against, and hold it harmless from, any and all suits, demands, losses and or liability on account of or in connection with any injury, loss, or damage to any person or property resulting or claimed to have resulted wholly or in part from the occupancy or use of the leased premises or any part thereof by the Lessee, its servants, agents, contractors, customers, or visitors.

K For unsheltered tie-down space, the Lessee shall provide tie-down ropes or chains for the purpose of securing the aircraft, but the waiver, indemnity, and other provisions set forth in section I. next herein above shall be fully applicable in the event of any loss, damage, destruction, theft, death, or personal injury which may occur as a result of or with respect to improper or inadequate securing of the aircraft.

L. Lessee shall at all times, at his own expense, maintain aircraft liability insurance or equivalent insurance for a minimum amount of $1,000,000, to protect the Lessee and George M. Bryan Field, City of Starkville/Oktibbeha County, and its Airport Board and all airport employees against any and all liability in connection with the use of the leased space on the airport and shall furnish Lessor a current certificate of such insurance coverage by delivery to the Airport Director.

M. Lessee shall own an aircraft and shall not transfer, assign, sublet, or pledge this Lease or Lessee's interest in the Leased Premises. Lessee shall remain liable during the term of this Lease unless released therefrom in writing by the Lessor and that no uncured default exists at the time of the request and granting of such consent. In the event that Lessee sells his/her aircraft, they shall have sixty (60) days to purchase another aircraft failing which this lease shall terminate. The Lessor, if requested in writing, may grant two thirty (30) day extensions if lessee contemplates purchase of another aircraft.

N. Lessor reserves the right to inspect hangar at will during the term of the Lease. In the event of hangar maintenance or construction, the board reserves the right to request the Lessee remove all aircraft from the hangar and vacate the hangar for such time period as may be required to perform said construction or maintenance. The Lessor assumes no obligation to provide alternate hanger space for aircraft storage during this period other than to provide ramp tie-down space at no charge.

6. Venue and Jurisdiction: The laws of the State of Mississippi shall govern the validity, performance and enforcement of this Lease with jurisdiction and venue exclusively vested with the Circuit or Chancery Courts of Oktibbeha County, Mississippi. The invalidity or unenforceablity of any provision of this Lease shall not affect or impair any of the other provisions.

7. Enforcement: Should enforcement of this Lease become necessary the non-defaulting party in addition to all other remedies shall be entitle to recover from the defaulting party all reasonable necessary costs of litigation including but not limited to, court costs, attorneys fees and discovery expense.

Executed this the _________ day of _____________________, 20______.

Lessor: City of Starkville/Starkville/Oktibbeha County Airport

By: ________________________
Airport Director

Lessee:_____________________________

____

LEASES\Starkville.Bryan.Field-Tie.Down.or Hangar.L8888.wpd
L8888

7. CONSIDERATION OF VA 18-10 A REQUEST BY CROSSTOWN DEVELOPMENT FOR VARIANCE RELIEF FROM FRONT SETBACK REQUIREMENTS FOR THE PROPOSED COTTAGES OF STARKVILLE SUBDIVISION LOCATED ON THE NORTH SIDE OF GARRARD ROAD +/- 660' WEST OF OLD WEST POINT ROAD IN A R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 117C-00-036.01.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of VA 18-10, a request by Crosstown Development for Variance relief from front setback requirements for the proposed Cottages of Starkville subdivision located on the north side of Garrard Road +/- 660' west of Old West Point Road in a R-3A zoning district with the parcel number 117C-00-036.0" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF FP 18-13 A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING +/-9.36-ACRE PARCEL INTO 51 LOTS ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MONTGOMERY AND KERKLING DRIVE IN A R-4A ZONE WITH THE PARCEL NUMBER 105 -15-007.000.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of FP 18-13, a request for Final Plat approval for subdividing +/-9.36-acre parcel into 51 lots on the west side of the intersection of South Montgomery and Kerkling Drive in a R-4A zone with the parcel number 105 -15-007.000, with the following fifteen (15) conditions" is enumerated, this consent item is thereby approved.

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the <u>Mississippi Code of 1972</u>, as amended.
2. The final plat shall meet the minimum requirements for R-4A dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Erosion control vegetation shall be established on all disturbed areas.
5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
6. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
7. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney's standard hold-harmless indemnification clause.
8. A bond or surety in the amount of 150% of the current cost of the proposed sidewalk and any other infrastructure improvements shall be provided prior to approval by the Mayor and Board of Aldermen.
9. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
10. The roadways shall not be accepted by the City until at least 85% of all lots located on have been developed and received Certificates of Occupancy. The performance agreement shall remain in effect until such time.
11. The applicant shall execute the standard performance agreement ("developer contract") for the financial guarantee of the completion of the final requirements for acceptance of the streets and utilities and the Board of Aldermen shall authorize the Mayor to execute same.
12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
13. The applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
14. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
15. The Final Plat will not be signed or released by City Staff until all noted deficiencies shall be either corrected or a form of surety provided to cover the cost of completing the deficiencies.

9. CONSIDERATION OF AMENDING THE CAPITAL IMPROVEMENT DRAINAGE IMPROVEMENT LIST TO ADD OKTIBBEHA DRIVE, DOVER COURT, STARR AVENUE, AND WORLEY STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of adding four drainage projects to the Capital Improvement Drainage listing: Oktibbeha Drive, Dover Court, Starr Avenue, and Worley Street is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF APPROVING CHANGE ORDER FOR THE HIGHWAY 12 LANDSCAPING PROJECT TO INCLUDE THE AREAS INCLUDED IN PHASE 2 OF THE HIGHWAY 12 PROJECT WITH THE TOTAL ESTIMATED ADDITIONAL COST OF $52,167.03 TO BE PAID FOR OUT OF BULLYVARD FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a change order for the Highway 12 Landscaping project to include the areas included in Phase 2 of the Highway 12 project with the estimated additional cost to be $52,167.03 which will be paid for out of Bullyvard funds" is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF ACCEPTANCE OF OCTOBER 31, 2018 FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "acceptance of the October 31, 2018 financial statements" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ACCEPT A HOMELAND SECURITY GRANT FOR THE AMOUNT OF $11,000.00 TO BE USED TO PURCHASE DRY SUITS FOR DIVING, PORTABLE LIGHTS, AND OTHER TASK FORCE EQUIPMENT, WITH NO COST TO THE CITY.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval to accept a Homeland Security Grant for the amount of $11,000.00 to purchase dry suits for diving, portable lights, and other task force equipment, with no cost to the city" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO DECLARE A 1996 FORD CROWN VIC, VIN# 2FALP71W9TX119763, SURPLUS AND SELL ON GOVDEALS WEBSITE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval to declare a 1996 Ford Crown Vic, VIN# 2FALP71W9TX119763, surplus and sell on GovDeals website" is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF AUTHORIZATION TO TRANSFER NICK SHUMAKER FROM THE STARKVILLE FIRE DEPARTMENT TO THE STARKVILLE POLICE DEPARTMENT AS A CERTIFIED POLICE OFFICER.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval to transfer Nick Shumaker from the Starkville Fire Department to the Starkville Police Department as a Certified Police Officer" is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO TRANSFER DONNIE SCALES FROM THE STREET DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS AN EQUIPMENT OPERATOR.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval to transfer Donnie Scales from the Street Department to the Sanitation & Environmental Services Department as an Equipment Operator" is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO ADVERTISE TO FILL THREE (3) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise to fill three (3) Firefighter positions in the Starkville Fire Department" is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A PART-TIME ATHLETIC ASSISTANT POSITION IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise to fill a Part-Time Athletic Assistant position in the Parks and Recreation Department" is enumerated, this consent item is thereby approved.

18. REQUEST APPROVAL OF STARKVILLE SPORTSPLEX/MCKEE PARK BASEBALL AND SOFTBALL FIELD SPONSOR PACKET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of Starkville Sportsplex/McKee Park Baseball and Softball Field Sponsor Packet" is enumerated, this consent item is thereby approved.

Sponsor Levels Now Offered:
"Backstop Sponsor" - $4,000 for two years ($2,000 per year).
"Entrance Sponsor" - $1,000 for one year.
"Bench Sponsor" - $500 for one year.

19. REQUEST APPROVAL OF UPDATED FACILITY RENTAL AGREEMENT FOR PARKS AND RECREATION FACILITIES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of updated Facility Rental Agreement for Parks and Recreation facilities" is enumerated, this consent item is thereby approved.

Starkville Parks and Recreation Facility Rental Form

EVENT INFORMATION

Date of Reservation: ______________________________ Rental Group: ____________________________

Time of Event: ____________am/pm to __________am/pm Name of Event: ________________________
(Include set-up and break-down time in request)

Affiliation: ☐ Commercial ☐ Civic/Non-Profit ☐ Private ☐ City-Related ☐ SPARD Affiliated

Expected Number of Participants: _____________ Will there be participants under the age of 18? ☐ Yes ☐ No

Description of Event: ____

____

Will there be food and/or beverages served? ☐ Yes ☐ No If yes, what kind? __________________________

Is this event a fundraiser or will there be a ticket or gate fee? ☐ Yes ☐ No If yes, how much? $______________
(Must be approved by Park Staff)

CONTACT INFORMATION

Contact Person: ______________________________ Email: ______________________________

Day Phone: (   ) _______________ Cell Phone: (   ) _______________ Fax: (   ) _______________

Address: ____
Street City State Zip

FACILITY SPACE REQUESTED (check all that apply) – Fees are on next page

☐ **Entire Recreation Center** ☐ **McKee Small Pavilion** ☐ **McKee Large Pavilion (near playground)**

☐ **JL King Park Pavilion** ☐ **Needmore Center** ☐ **Moncrief Pavilion** ☐ **Moncrief Pool Party**

Recreation Center:
☐ Basketball Court #1
☐ Basketball Court #2
☐ Racquetball Court #1
☐ Racquetball Court #2
☐ Stage
☐ Concession
☐ Activity Room (Rm# 103)
☐ Conference Room (Rm #101)
☐ Meeting Room #1 (Rm #202)
☐ Meeting Room #2 (Rm #209)

Audio/Visual:
☐ Projector
☐ Laptop
☐ TV/DVD Combo
☐ Sound System
☐ Podium with microphone

Deposit amount __________
Amount remaining __________
Receipt #'s ________________
Check #'s ________________

SETUP INFORMATION

Please list any equipment needs (tables, chairs, etc.):

____

____

Please describe the requested setup (i.e.: U-shaped, theater style, classroom, etc):

____

____

I have read and agree to comply with all Starkville Parks and Recreation Department policies and procedures in making this reservation. I agree to pay all deposits and fees associated with this reservation as discussed with SPARD representatives.

The Person or Group that is renting the facility is responsible for all Damages. The Person or Group that is renting the facility shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with renting the facility. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Person or Group renting the facility, or any third party. It is the intent of the parties that this

provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability. The Person or Group renting the facility waives, releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the rental of the facility, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

Signature of Contact:____ Date: ________________________

SPRD Employee: ____ Date: ________________________

RENTAL FEES

<u>Deposits</u>

Gymnasium	$250 (whole gym)*
Needmore Center	$300*
Pavilions	$50*
Pool Parties at Moncrief Pool	$50*

<u>Fees</u>

Full Gymnasium Rental	**$200 per hour** OR **$750 per day** **DEPOSIT REQUIRED FOR ALL GYM RENTALS** Includes setup, use of sound (if requested), use of concession stand and SPARD staff member on-site.
½ Court Rental	$25 per hour
Full Court Rental	$50 per hour
Moncrief Park Pool Party	$50 per hour
Activities Room	**$50 per hour OR $200 per day**
Travis Outlaw Center Meeting Rooms	$25 per hour
Needmore Center Urban Renewal Area	$150 per day
Needmore Center Non-Urban Renewal Area	$300 per day

Pavilions

	Half Day (please mark time) ☐ **8 a.m. to 1 p.m.** ☐ **2 p.m. to 7 p.m.**	Full Day
J.L. King	$45 – Mon. – Thurs. $60 – Fri. – Sun.	$80 – Mon. – Thurs. $100 – Fri. – Sun.
McKee Large (near playground)	$45 – Mon. – Thurs. $60 – Fri. – Sun.	$80 – Mon. – Thurs. $100 – Fri. – Sun.
McKee Small	$30 – Mon. – Thurs. $40 – Fri. – Sun.	$50 – Mon. – Thurs. $75 – Fri. – Sun.
Moncrief	$30 – Mon. – Thurs. $40 – Fri. – Sun.	$50 – Mon. – Thurs. $75 – Fri. – Sun.
Patriots	$30 – Mon. – Thurs. $40 – Fri. – Sun.	$50 – Mon. – Thurs. $75 – Fri. – Sun.

RENTAL INFORMATION AND POLICIES

Tables and Chairs

The Travis Outlaw gymnasium is equipped with 30 round tables (6 foot diameter), 8 rectangle tables (8 feet long) and 380 chairs. A diagram must be provided of the requested event setup for rentals at the Travis Outlaw gymnasium.

Policies

1. Facility is not reserved until all deposits and fees are paid.
2. Facility must be adequately cleaned before renters leave the premises at the conclusion of the event. Renter must either arrange for a cleaning service or pay SPARD staff for cleanup at a rate of $50/hour.
3. No balloons allowed inside the gym UNDER ANY CIRCUMSTANCES. These cause the ceiling sensor in our fire alarm to trip and requires the Fire Department to reset. Any event allowing balloons inside the gym may be assessed additional fees.
4. Depending on the size and type, events may require Starkville Police Officers to be hired for security. Please contact Andy Round at 662-323-3141 to request officers.
5. Any cancellations made within a five business days of the event will result in all deposits being kept.
6. The renter agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the renter. The renter agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.
7. Renter agrees to abide by all posted park rules and applicable city ordinances.
8. All lights should be turned off and all areas rented should be left clean and in an orderly fashion. Any damages discovered or which might have occurred during the rental should be reported to the SPARD office.
9. No alcoholic beverages are allowed in the parks.
10. No loud music or boom boxes are allowed. If the police department or SPARD are notified about loud music, the renter will receive one warning. If the noise continues, the rental will be considered cancelled and no refunds will be issued.
11. Pavilions may be rented for either a half day or full day. Half day rentals must either choose to rent from 8 a.m. to 1 p.m. or 2 p.m. to 7 p.m. unless otherwise approved by SPARD staff.
12. No more than one gym rental is allowed per day due to setup restrictions. The gym will be available for set up beginning at 7 am Monday through Friday, and beginning at 11 am on Sunday.
13. Anyone who abuses the privilege of using an SPARD facility may be denied future rentals, including the revocation of any application already approved for future use.
14. There shall be no fund-raising activities, door charge, or sale of any article for private gain unless written approval from the SPARD Director has been obtained.
15. Gambling in any form is not allowed in any facility.
16. No hanging decorations are allowed. Absolutely no tape or staples are to be used in ceilings or walls.
17. Chairs, tables or other city property is not to be removed from any facility for any reason. Outdoor use of tables or chairs that are stored indoors is not allowed.
18. Any lights and thermostats shall be turned off and all doors locked upon leaving the facility.
19. Permits are non-transferable.
20. Permits for groups composed of minors will only be issued to an adult who accepts responsibility for supervision of the rental.
21. All activities shall cease and the facility be cleaned by the posted closing time unless otherwise approved by the City of Starkville Board of Aldermen.

20. REQUEST AUTHORIZATION TO ENTER INTO A JUSTICE ASSISTANCE GRANT FOR FY19 FUNDING TO BE USED FOR THE PURCHASE OF THREE (3) TASERS, THREE (3) TASER BATTERIES AND TWELVE (12) FLASHLIGHTS WITH A 25% CITY MATCH OF $1,241.25.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval to enter into a Justice Assistance Grant for FY19 funding to be used for the purchase of three (3) Tasers, (3) Taser batteries and twelve (12) flashlights with a 25% match of $1,241.25" is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO ADVERTISE FOR SEALED BIDS FOR AUTOTRANSFORMER FOR SOUTHWEST STARKVILLE PRIMARY SUBSTATION (MATERIAL ONLY).

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise for sealed bids for Autotransformer for Southwest Starkville Primary Substation (Material Only)" is enumerated, this consent item is thereby approved.

22. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 6, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Alderman Walker, duly seconded by Alderman Little, offered a motion to accept the minutes of the November 6, 2018 of the Mayor and Board of Aldermen of the City of Starkville, MS. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill encouraged everyone to attend the Starkville Christmas Parade to be held Monday, November 26 at 6 p.m. She reminded everyone there would be no Sanitation pickup on Thanksgiving or the day after, but all routes will pick up the following Monday. She then introduced the following new employees: Police Department – Justin Butler; Fire Department – Sidney Jones; and Utilities – Marcus Brooks, Brandy Gann, and Madison Smith.

BOARD OF ALDERMEN COMMENTS:
Alderman Miller thanked Mr. Alvin Turner for his interest in the community and bringing school bus safety to the attention of everyone.
Alderman Walker noted the last MSU home game is approaching and thanked all City departments who helped the season go smoothly.
Aldermen Carver and Sistrunk discussed the tax notices everyone recently received and noted the City operates with the lowest millage of the three entities and that this was also a re-evaluation year.

CITIZEN COMMENTS:
Alvin Turner expressed concern that panhandling may increase over the holidays. He also inquired about sick deer being found within the State.

Alderman Carver discussed the deer discovered with Chronic Wasting Disease recently in Mississippi and encouraged anyone that sees a deer they are not sure of being healthy to call the MS Department of Wildlife, Fisheries and Parks.

PUBLIC APPEARANCES:
Barbara Coats of Modern Woodman of America presented the Hometown Hero Award to Detective Bill Lott for his dedication to his community in solving the 1990 Labor Day murder case.

PUBLIC HEARING: None

23. CONSIDERATION TO APPROVE FRONTLINE JOB APPLICATION AND SOFTWARE MASTER SERVICES AGREEMENT.

Alderman Walker, duly seconded by Alderman Miller, offered a motion to approve Frontline job application and software Master Services Agreement. Alderman Vaughn asked that all employees be fully trained on the new process. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

(Agreement on following page)

24. CONSIDERATION TO APPROVE THE TYLER TECHNOLOGIES SOFTWARE AS SERVICE AGREEMENT FOR PAYROLL SOFTWARE.

Alderman Walker, duly seconded by Alderman Miller, offered a motion to approve the Tyler Technologies Software as Service Agreement for payroll software. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

frontline education.

Exhibit A-1 Frontline Customer Order Form

Quote#: 02070082
MSA#:
07/02/2018
F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

City of Starkville
110 W. Main St.
Starkville, MS 39759

End User: City of Starkville
Contact: Navarette Ashford
Title: Human Resources Manager
Phone:
Email: n.ashford@cityofstarkville.org

Order Form Details:

Pricing Expiration: 07/28/18
Account Manager: Jon Glenn

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually
Sale Type: Contract - New

Pricing Overview:

Startup Cost: One-Time cost invoiced upon signing	**$3,200.00**
Annual Subscription: Recurring Cost	**$7,500.00**

(plus applicable sales tax)

Itemized Description

Applicant Tracking & Proactive Recruiting

Frontline Implementation

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms:

PO Status: Purchase order to follow
PO #:

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment frontline education

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form(s) and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements.

Frontline Technologies Group LLC dba Frontline Education	**City of Starkville**
Signature:	Signature: [signature]
Name:	Name: D. Lynn Spruill
Title:	Title: Mayor
Address:	Address: 110 West Main St. Starkville, MS 39759
Email:	Email: l.hardin@cityofstarkville.org (City Clerk)

Effective Date: ______________

Attached: *Terms and Conditions of Agreement*
Exhibit A: Executed Order Forms

MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by end users in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any end users to not (i) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (ii) attempt to create any derivative version thereof; (iii) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (iv) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer.

1.2. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.3. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.4. Customer Content. The Software and Services may enable Customer and end users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "Customer Content") in connection with the Software and Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.5. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.

1.6. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline.

1.7. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free.

2. Invoicing and Payment. All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall, to the extent allowable by applicable law, indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. Warranties and Disclaimers.

3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its end users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.

3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information; Privacy.

4.1 Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2 Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontlines agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and redisclosure of Student PII.

4.3 Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free.

5. **Indemnification.** To the extent allowable by applicable law, Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, AND TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter (each, a "Renewal Term"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, Customer (a) shall immediately cease using the Software and (b) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6 and 8.

8. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the

Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

SOFTWARE AS A SERVICE AGREEMENT

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

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

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

SECTION A – DEFINITIONS

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

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you

the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

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

   8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

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

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

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

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

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

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

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

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is two (2) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   3. **THE FOLLOWING THREE PARAGRAPHS ARE APPLICABLE ONLY TO THE EXTENT ALLOWED BY CONTROLLING (MISSISSIPPI) LAW:**

      3.1 **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

3.2 **<u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

3.3 **<u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

4. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation,

sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

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

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

Tyler Technologies, Inc.

DocuSigned by:

By: Janet Joiner

D35F0AC84BD748D...

Name: Janet Joiner

Title: Vice President, Finance-LGD Division

Date: 11/26/2018

City of Starkville

By: [signature]

Name: D. Lynn Spruill

Title: Mayor

Date: 11-21-2018

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

Address for Notices:
City of Starkville
110 W Main St
Starkville, MS 39759
Attn: Lesa Hardin

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Quoted By:	Robb Ann Perry
Quote Expiration:	9/25/2018
Quote Name:	City of Starkville, MS - ExecuTime Enterprise
Quote Number:	2018-47351-3
Quote Description:	Executime TA Only (Cloud/SaaS)

Sales Quotation For
City of Starkville
101 E Lampkin St
Starkville , MS 39759-2944
Phone: +1 (601) 323-4813

Tyler Software and Related Services - SaaS

	One Time Fees				
Description	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
ExecuTime					
ExecuTime Time & Attendance - Up to 500ee	128	$12,800	$0		$7,809
ExecuTime Time & Attendance Mobile Access License	0	$0	$0		$936
Advanced Scheduling - Up to 350ee	64	$6,400	$0		$7,321
ExecuTime Advanced Scheduling Mobile	0	$0	$0		$733
Sub-Total:		*$19,200*	*$0*		*$16,799*
TOTAL:	192	$19,200	$0	3	$16,799

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
ExecuTime VPN Start up Fee	1	$1,500	$1,500	$0
Incode Import Interface (using ExecuTime)	1	$0	$0	$0
Incode Export Interface (using ExecuTime)	1	$0	$0	$0
TOTAL:			$1,500	$0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenence Discount	Total Maintenance
Genus 1 Clock - Refurbished	5	$1,000	$0	$5,000	$0	$0	$0
TOTAL:				$5,000			$0

Summary	One Time Fees	Recurring Fees
Total Tyler SaaS	$0	$16,799
Total Tyler Services	$20,700	$0
Total Third Party Hardware, Software and Services	$5,000	$0
Summary Total	$25,700	$16,799
Contract Total	$42,499	

Exhibit B
Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. The foregoing notwithstanding, annual SaaS Fees for Advanced Scheduling and Advanced Scheduling Mobile are not payable until year 2 of the Term of the Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

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

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

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

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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

   B. Rental Car

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

   C. Public Transportation

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

   D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

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

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

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

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

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

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1
Support Call Process

Support Channels
Tyler Technologies, Inc. provides the following channels of software support:
(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources
A number of additional resources are available to provide a comprehensive and complete support experience:
(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

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

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling
Incident Tracking
Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

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

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

25. CONSIDERATION OF THE SPECIAL EVENTS REQUEST FOR THE 2018 STAR(K)-FILLED CHRISTMAS EVENT WITH IN-KIND SERVICES ON DECEMBER 9, 2018.

Alderman Carver, duly seconded by Alderman Miller, offered a motion to approve the Special Event request for the 2018 Star(K)-Filled Christmas event with in-kind services. The Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

26. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2018 FOR FISCAL YEAR ENDING 9/30/19 ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of October 31, 2018 for fiscal year ending 9/30/19, and authorizing the City Clerk pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

General Fund	001	$ 443,490.85
Airport Fund	015	42,461.68
Sanitation	022	80,360.89
Landfill	023	1,239.69
Computer Assessments	107	12,919.49
Public Improv Bonds - 2018	319	20,387.00
Park and Rec, Tourism	375	21,420.00
Trust & Agency	610	20,241.52
Economic Dev, Tourism	630	63,550.46

Payroll	681	456.19
Sub Total Before Utilities		$ 706,527.77
Utilities Dept.	SED	1,283,360.82
Total Claims	Total	$ 1,989,888.59

27. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Little, seconded by Alderman Sistrunk, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

28. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Miller offered a motion to enter Executive Session for the purpose of pending litigation relating to an EEOC Claim. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of pending litigation relating to an EEOC Claim. At this time, the Board entered Executive Session.

Alderman Carver left the meeting at this time.

29. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Little offered a motion to return to Open Session. Alderman Sistrunk seconded the motion and the Board voted as follows:

Alderman Ben Carver Voted: Absent
Alderman Sandra Sistrunk Voted: Yea

Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

30. MOTION TO ADJOURN UNTIL DECEMBER 4, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until December 4, 2018 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver Voted: Absent
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2018.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)