



TOWN COUNCIL MEETING February 16, 2023 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *The first public comment period is reserved for non-agenda items. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

V. APPROVAL OF AGENDA

VI. CONSENT AGENDA: *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of February 2, 2023 minutes.
2. Consideration to designate 14 benches (pews) from the former Council Chambers at 881 Senoia Road as surplus and offer them for sale to the public on the Town's public auction site at a reserve of \$150.00 each.
3. Approval of Crossroads Academy's public Steady Steps 5K event which includes vendors and food at Shamrock Park on April 22, 2023, from 7:00 am - 2:00 pm.

VII. PRESENTATIONS

4. State of The Town Address - **Mayor Eric Dial**
5. Presentation of the Financial Report for FY Ending June 30, 2022.

VIII. PUBLIC HEARINGS

- [6.](#) Consideration of a text amendment to section 113 of Article V of the Zoning Ordinance regarding district regulations to create a Business Technology Park (BTP) zoning classification. **Phillip Trocquet, Community Development**
- [7.](#) Consideration of a text amendment to section 113-191 of Article V of the Zoning Ordinance regarding the Quality Growth Development District Special Requirements. **Phillip Trocquet, Community Development**
- [8.](#) Consideration of a text amendment to section 113-128 of Article V of the Zoning Ordinance regarding the Downtown Commercial (C-1) zoning district. **Phillip Trocquet, Community Development**

IX. OLD BUSINESS

9. Consideration of a resolution to adopt the Fayette County Annual Report on Fire Services Impact Fees (FY 2023) including Comprehensive Plan Amendment Updates to the Capital Improvement Element and Short Term Work Program. **Phillip Trocquet, Community Development**

X. NEW BUSINESS

- [10.](#) Consideration to approve the budgeted Building/Planning Department Scanning Project agreement with MCCI. **Phillip Trocquet, Town Planner, Dee Baker, Town Clerk**
- [11.](#) Consideration to approve the Election Services Disclosure and Confirmation of Informed Consent form. **Dennis Davenport, Town Attorney**
- [12.](#) Consideration to approve the Intergovernmental agreement with Fayette County for conducting municipal elections. **Dee Baker, Town Clerk**

- XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

TYRONE TOWN COUNCIL MEETING

MINUTES

February 02, 2023 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Council Member Hill was absent.

Also present:

Randy Mundy, Police Chief

Patty Newland, Library Supervisor

Lynda Owens, Recreation Manager

Sandy Beach, Finance Manager

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *The first public comment period is reserved for non-agenda items. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

Mr. Eric Keller who lives on Farr Lake Drive stated that it was his opinion that the Town needed more outdoor space and recreational activities. He shared that he emailed Council within the last week or two regarding disc golf and a walking trail. He stated that Mr. Perkins met with him. He added that there was space adjacent to Handley Park which was not visible from the park. There were 40 plus acres, a beautiful pond, and a walking trail. He shared his, his family, and his friends' love for the game. He added that Mr. Kevin McCoy had built several courses and just completed a disc golf course in Sharpsburg. The space near Handley Park would be a great space for the next one. Mayor Dial thanked him and stated that he appreciated Mr. Keller's very thorough email.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Howard, Seconded by Council Member Furr.

Voting Yea: Council Member Campbell.

VI. PRESENTATIONS

VII. **CONSENT AGENDA:** *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of the January 19, 2023 minutes.
2. Approval of New Hire, Krista McClenny as the Parks & Recreation Assistant.
3. Approval of New Hire Ms. Audris Pierce for the Town's Permit & Compliance Specialist position.

A motion was made to approve the consent agenda.

Motion made by Council Member Campbell, Seconded by Council Member Furr.
Voting Yea: Council Member Howard.

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

4. Consideration to approve the plans for Project Number PW-2022-01 Pendleton Trail Culverts Replacement. Scott Langford, Town Engineer / Public Works Director

Mr. Langford informed Council that the 2017 SPLOST projects included the replacement of 3 corrugated metal pipes that are 36 inches in diameter near 475 Pendleton Trail. He added that the design was complete and the project was ready to bid. He stated that the total land acquisition that was needed was approximately 0.05 acres. The plan approval was needed for staff and legal counsel to move forward with the land acquisition and bids. If within the project funding, the estimated completion would be this summer. The goal was to get the project completed before the grant funding came in. That would allow for the project to be completed before the start of the Pendleton Dam project. There were only two ways to enter the neighborhood, it would be ideal to complete the project before the dam project commenced. He recommended approval of the staff-approved plans.

Council Member Furr inquired if the culver was near the bridge. Mr. Langford clarified that it was but would not affect the bridge. Council Member Campbell inquired about the 0.05 acres. Mr. Langford explained that approval of the plans would also allow staff and legal staff to move forward with the land acquisition.

A motion was made to approve the plans for project PW-2022-01 Pendleton Trail Culverts Replacement.

Motion made by Council Member Campbell, Seconded by Council Member Furr.
Voting Yea: Council Member Howard.

5. Consideration to approve a resolution to allow the de-annexation of approximately 11 acres of parcel 0745 005 within the Town of Tyrone's municipal limit via an act of the State of GA Legislature. Phillip Trocquet, Community Development

Mr. Trocquet explained that the property was located on the opposite side of the railroad tracks and was not accessible to Tyrone. The owner wished to have the property de-annexed from the Town and annexed into Peachtree City. He added that this type of annexation from one municipality to another would need to be completed through an act of the State Georgia Legislature. The main reason was that the local process would have the property go through the County first which would create an unincorporated island that was not allowed.

Council Member Campbell clarified that if Council approved the resolution the State Legislature when then complete the process. Mr. Trocquet stated that yes, and added that by approving the resolution, it would inform the State that Tyrone and Peachtree City approved of the Bill. Mr. Davenport stated that both municipalities were adopting similar resolutions, indicating approval. He explained further that both Tyrone and Peachtree City were adopting the resolutions. It would then be sent to the local legislative delegation, which would draft a bill stating that the property would be removed from Tyrone and placed within Peachtree City. The House and Senate would most likely pass it, the Governor would then sign it. If it becomes law, Peachtree City would then rezone the property if needed.

A motion was made to approve the resolution to allow the de-annexation of approximately 11-acres of parcel 0745 005 within the Town of Tyrone's municipal limit via an act of the State of GA Legislature.

Motion made by Council Member Campbell, Seconded by Council Member Howard.
Voting Yea: Council Member Furr.

6. A Briefing on AMWaste's Updated Service Delivery Model for Tyrone. Brandon Perkins, Town Manager

Mr. Perkins shared a memo that was given to Council regarding the current trash service. The current agreement was approved in 2021 with AMWaste, but it had not been a smooth transition. He stated that he had met with management on multiple occasions regarding citizen complaints about missed pickups, poor customer service, and hydraulic spills. There have been multiple management changes at AmWaste. He recently had another high-level meeting with the owner of the company and the new

Vice President, among a few of their staff members. He was impressed with Vice President Jason Zepp, who is local and lives in Sharpsburg.

Mr. Perkins shared his concerns with Mr. Zepp and added that if you Google municipal sanitation, there were issues across the board, it was not just our area. Most jurisdictions were having similar issues. He asked Mr. Zepp to provide a plan for the Town. Mr. Zepp recognized several reasons that they were having issues. Mr. Zepp laid out a plan and Mr. Perkins had confidence in him.

Mr. Perkins shared the updates with everyone. Currently pickups were Monday through Thursday, split into four quadrants. Yard waste was also picked up on those days, leaving a lot of missed pick-ups. Customers would call in their bulk pickups and it was placed on their routes which were often missed. He added that Currotto- style trucks were being used, which were very large trucks leaving the occasional damaged mailbox and a trail of hydraulic fluid.

Mr. Perkins shared that Mr. Zepp proposed to continue with the regular trash pickup days with side-load trucks. Bulk pickup would now be on the second Monday of each month, regardless of your trash pickup day. Citizens would need to schedule their bulk pickups. It would be picked up by one driver in one truck dedicated to bulk pick up.

Mr. Perkins stated that yard waste would be picked up by a second truck on the 1st and 3rd Monday of each month with no call ahead required. AmWaste would be adding drivers and trucks just for bulk and yard waste.

Mr. Perkins shared that the rollout of the new plan would be on March 6th, giving AMWaste and the Town plenty of time to begin informing citizens of this needed change. AmWaste would attach flyers to trash cans and the Town would begin informing citizens on the email blast and various social media pages.

Mr. Perkins then shared his staff assessment. He stated that he was not a sanitation professional, but he did see merit in the new model after a lot of review and conversations with the management team at AMWaste. It certainly made sense that having one truck dedicated to curbside pickups and another dedicated to yard and bulk waste would reduce missed pickups and increase efficiency – if properly implemented and managed. Given the current state and the track record over the last two years, He did not see any downside to having AMWaste move forward with the new model in an attempt to provide more reliable service to the citizens.

He stated that several citizens had stated extreme frustration with the provider and had suggested that the Town should get out of the current contract and find another vendor. If one were to do even a small amount of objective research into the current state of the sanitation industry as a whole, one would quickly learn that it was rife with similar issues regardless of the provider. In fact, many surrounding jurisdictions have had issues with their sanitation providers – some have even moved to AMWaste due to worse issues with their previous providers. The point was that there was no easy solution and a perfect provide did not exist. Our best course of action for the time being was to continue working with AMWaste to ensure improvements, hold them to the

requirements of the contract, and do all that we can to help AMWaste be more successful here in Tyrone.

Council Member Campbell shared that he understood that the service for the sanitation industry was poor. He stated that his concern regarding yard waste pickup on the 1st and 3rd of the month, it would mean that the driver would need to drive through the entire Town twice a month, instead of receiving a schedule of pickups. Council Member Campbell also inquired about the hydraulic spills.

Mr. Perkins informed Council that Mr. Zepp was also looking into that issue. Of course, some time had passed since the Castlewood Road spill and a portion of the road in Southampton would be paved over. Staff would be concentrating on Strandhill Road. Moving forward AMWaste would introduce new trucks with an enclosed hydraulic system within the hopper. If there were a leak it would remain within the truck and not leak onto the streets.

Mayor Dial requested that the HOA Presidents also be informed of the updated AMWaste plan. Mr. Perkins stated that once a week, the Town would be issuing a means to inform the citizens, in addition to the AMWaste methods.

7. Consideration of a bid from Bliss Products to replace five (5) baseball scoreboards at Handley Park at a cost of \$31,290.00. Brandon Perkins, Town Manager

Mr. Perkins stated that the current baseball scoreboards at Handley Park were original to the park twenty-plus years ago and were now mostly inoperable. The Town solicited bids to replace all five scoreboards measuring 3' x 6'. This size was much smaller than what was currently on the market. Out of four bids, the low bidder was Bliss Products. The recommended cost was \$31,290.00. Bliss suggested a larger scoreboard for 4' x 10'. They were willing to honor the bid at the same price. The updated cost increase was due to the pole location on three of the scoreboards. There would be a small gap between the poles and the board. He added that Bliss Products' added cost was still lower than the next bidder and reminded Council that they were honoring the original bid for the larger scoreboards.

Mr. Perkins stated that each scoreboard came with a tablet and they would be run through an app. He reached out to Tyrone Youth Baseball Association and confirmed that they would secure them and train their staff. The boards could also be run from the bleachers.

Council Member Campbell asked if the tablets were interchangeable. Mr. Perkins stated that it was his opinion that they were. He would make sure that they were properly labeled. Council Member Campbell asked if TYBA was taking financial responsibility. Mr. Perkins reminded Council that TYBA was assisting the Town by funding half of the turfplanner. He added that the scoreboards would be funded through ARPA funds. Council Member Campbell shared that he was confident that the turf and the boards would look great. Mayor Dial asked if everything would be ready by springtime. Mr. Perkins stated that he would order the boards tomorrow and that they usually took 6-8 weeks.

A motion was made to approve Bliss Products' bid to replace five (5) baseball scoreboards at Handley Park at a cost of \$31,290.00.

Motion made by Council Member Furr, Seconded by Council Member Howard.

Voting Yea: Council Member Campbell.

XI. PUBLIC COMMENTS: *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

XII. STAFF COMMENTS

Mr. Perkins thanked Council Members Howard and Campbell for joining him earlier that day to place eyes on Town projects. The time spent was productive. He invited the other Council Members to do the same and added that if they wanted more than one ride-along, they certainly could.

Mr. Perkins gave thanks to Mr. Scott Langford for the hard work that he puts in. Most of the Town's larger projects were of Public Works. He recognized that sometimes Mr. Langford needed to work from home.

Mr. Perkins informed everyone that earlier that week staff held a preconstruction meeting at Dorthea Redwine Park for the Pickleball courts. The demolition would begin on February 20th and construction should be completed according to the contractor, 75-80 days after the demolition.

Ms. Beach asked Ms. Owens to introduce her new staff member who was just approved. Ms. Owens (from the audience) introduced Ms. Krista McClenny and welcomed her to the Town and the Recreation Department. Ms. McClenny introduced her daughter and Finance' and added that her daughter and sons have or are attending Sandy Creek High School at that she was very excited about the opportunity to work for the Town.

Mr. Langford stated that the Pendleton Trail culverts bid would be on February 16th, then appear on the March 2nd agenda for the bid approval.

XIII. COUNCIL COMMENTS

Council Member Campbell gave a shout-out to Patty Newland for being awarded the Fox in a Box award from Flint River. Ms. Newland (from the audience) explained that the Fox in a Box was a traveling exhibit on the history of the Fox Theatre located in downtown Atlanta. She welcomed all ages to come out in March. She thanked Ms. Kate Chambers for applying for the Grant. Tyrone was the only Flint River branch to be awarded and the only branch in the area for the display. She invited everyone to come to see it for two weeks in March.

Mayor Dial encouraged everyone to apply for the Town email blast from the Town's website. He gave a shout out to Ms. Newland for the Library and Ms. Owens for the Recreation Department.

Mayor Dial announced that a new performing arts school located at the former Tyrone Elementary School, along with Compass Dance Academy. Heart Encounters was hosting their one-act musical stage play, Start the Heartbeat on February 3-5 at 876 Senoia Rd.

XIV. EXECUTIVE SESSION

A motion was made to move into Executive Session for two (2) items of real estate.

Motion made by Council Member Howard, Seconded by Council Member Furr.
Voting Yea: Council Member Campbell.

A motion was made to reconvene.

Motion made by Council Member Furr, Seconded by Council Member Howard.
Voting Yea: Council Member Campbell.

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Furr.
Voting Yea: Council Member Howard, Council Member Campbell.

The meeting adjourned at 7:55 pm.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk

Brandon Perkins

From: Aol <stephenmikell@att.net>
Sent: Thursday, February 2, 2023 2:15 PM
To: bperkins@tyrone.org
Subject: Church Pews

From:

BARN TREASURYS ANTIQUES
133 E. Crestwood Rd.
Tyrone , Ga. 30290

Mr Perkins , in looking at pews you showed me at old fire station
in Tyrone the value for each pew in there current condition would
be \$ 150.00 for each pew . ..

Regards ,

Steve Mikell



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: February 16, 2023

Agenda Item Type: Consent Agenda

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration to designate 14 benches (pews) from the former Council Chambers at 881 Senoia Road as surplus and offer them for sale to the public on the Town's public auction site at a reserve of \$150.00 each.

BACKGROUND:

The pews/benches from the former Town Hall Council Chambers were removed and stored at the fire station property to make room for the Tyrone Museum. The Town has no further use for these benches. Consequently, it is prudent to surplus them and offer them for sale to the public. A professional antiques dealer has valued the benches at \$150.00 each, so staff will set this as the reserve price when adding them to the auction website.

FUNDING:

N/A

STAFF RECOMMENDATION:

Staff recommends designating these benches/pews as surplus and offering them for sale to the public via GovDeals.com at a reserve price of \$150.00 each.

ATTACHMENTS:

Valuation email.

PREVIOUS DISCUSSIONS:

None.



COUNCIL ITEM AGENDA REQUEST FORM

Department: RECREATION

Meeting Date: FEBRUARY 16, 2023

Staff Contact: LYNDA OWENS

Agenda Section: CONSENT

Staff Report:

Item Description:

CROSSROADS ACADEMY SEEKS APPROVAL TO HOLD THEIR "STEADY STEPS 5K" AT SHAMROCK FOLLOWED BY VENDORS AND FOOD. DATE: APRIL 22, 2023. TIMES: APPROX. 7:00 AM-2:00 PM.

Background/History:

THIS GROUP HAS RUN OTHER EVENTS IN THE PARK. SUCCESSFUL AND NO ISSUES.

Findings/Current Activity: APPROVE

Is this a budgeted item? N/A **If so, include budget line number:** _____

Actions/Options/Recommendations:



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: February 16, 2023

Agenda Item Type: Presentation

Staff Contact: Sandy Beach

STAFF REPORT

AGENDA ITEM:

Audited Financial Report Presentation for the Year Ending June 30, 2022

BACKGROUND:

Rushton and Company completed their audit of the Town of Tyrone’s FY 2021/2022 financial books at the end of December 2022. Julie George, Audit Manager with Rushton and Company will be presenting their findings.

FUNDING:

N/A

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

The Town of Tyrone Annual Financial Report for Fiscal Year Ending June 30, 2022 can be found on the Town of Tyrone’s website under the Finance Department.

PREVIOUS DISCUSSIONS:

N/A



STAFF REPORT

Planning Commission Meeting

Subject: BTP (Business Technology Park) Zoning Classification

1. **Background/History:** The Comprehensive Plan has made mention of attracting quality economic development projects to the Town of Tyrone, specifically on the northern portion of the SR-74 corridor. Subsequent Council retreats and public input sessions associated with the comprehensive plan update confirmed this desire and noted that the zoning ordinance should be modified to better accommodate this vision and desire.
2. **Findings/Current Activity:** After performing research and coordinating with entities such as the Fayette County Development Authority, staff has formulated a Business Technology Park (BTP) zoning classification intended on accommodating quality economic development projects to Tyrone in an effort to bolster the local economy and job market. The difference between this district and the M-1 or M-2 district is that it more accurately reflects citizen desires for the northern corridor of SR-74 as well as the unincorporated county's future development strategy in hopes to ease the annexation process. Many of the uses intended for this district are light assembly, manufacturing, production, and fabrication as well as industries focused on medical, technology, and research facility expansion. Ancillary support uses are allowed as well.

Uses such as outdoor storage facilities, exclusive warehousing & distribution facilities, trucking establishments, heavy manufacturing not housed within a building, heavy material dealers and mining operations are not intended for this district.

This district is meant to operate in tandem with the Town's Quality Growth Overlay district for SR-74 which helps guide architecture, landscaping, and transportation to a high standard.

3. **Actions/Options/Recommendations:** Staff recommends approval of this item.
4. **Planning Commission Recommendation:**

Sec. 113-____. - BTP, Business Technology Park District.

- (a) *Purpose.* The purpose of the Business Technology Park District (BTP) is to encourage a business/employment center or technology research park in a planned campus setting with internal streets serving individual lots that contain a single business or multi-tenant buildings housing uses which are free from such nuisances as noise, vibration, smoke, gas, fume, odor, dust, radiation or other injurious or noxious conditions related to those uses. The district regulations are intended to promote an environment that is conducive to continued development of a technology, manufacturing, headquarters, or research park and to accommodate the unique needs of research, development, high tech firms, light manufacturing/distribution firms, and professional firms. Such facilities, along with offices, are the primary intended uses in the district, with secondary uses such as retail and personal services intended for the convenience of workers and visitors in the area. These convenience uses are encouraged to be located on the ground floor of buildings devoted to permitted principal uses and with active pedestrian orientation incorporated in the design. The district is designed to enable flexibility of development, maximum utilization of scarce land resources and innovative and efficient means of providing needed off-street parking facilities, while affording protection from potentially incompatible development. Through the district regulations and the plan of development review process, the district is intended to encourage high-quality development that promotes continued economic investment; that provides amenities that contribute to an attractive and comfortable environment; and that complements and does not detract from the adjacent downtown retail, office, and medical areas.
- (b) *Permitted uses.* The following permitted uses shall be allowed in the BTP zoning district:
- 1) Business, professional, and/or government offices;
 - 2) College and/or university, classrooms and/or administration only;
 - 3) Computer or data collection / processing centers / IT services
 - 4) Computer services and/or information technology;
 - 5) Educational/instructional/tutoring facilities, including, but not limited to: art; computer; dance; driving and/or DUI; martial arts; music; professional/business/trade; and similar facilities;
 - 6) Financial, credit, real estate, and/or insurance offices;
 - 7) General medical and surgical hospitals
 - 8) Light manufacturing and/or fabricating and/or assembling of products, including, but not limited to, the following:
 - a. Production of food, beverages, cosmetics, and/or pharmaceuticals, but not including, fish and meat products, sauerkraut, vinegar, yeast, and rendering plants;
 - b. Fabrication and assembly of metal, wood, cloth, and/or plastic products;
 - c. Production of computer and/or electronic components and products.
 - 9) Professional and/or Business offices
 - 10) Publishing and/or printing;
 - 11) Research, development and laboratory facilities related to the medical, biotechnology and other life science industries;
 - 12) Television/radio broadcasting studio, and/or telecommunication;
 - 13) Trade contractors;
 - 14) Training center, trade school, and/or vocational center;

(c) *Support uses.* In addition to the permitted uses in subsection (b) of this section, no more than 25 percent of the floor area of an individual multi-tenant building may consist of business operations providing support services for the larger development. Permitted support service uses include:

- 1) Business service support establishments
- 2) Convenience store;
- 3) Office and/or computer supplies; and
- 4) Personal services (i.e., alterations; barber shop; beauty salon; clothing/costume rentals; counseling services; electrolysis and/or hair removal; fitness center; laundry drop-off/pick-up; locksmith; nail salon; photography studio; shoe repair; and tanning salon;
- 5) Photographic studios
- 6) Radio and television broadcasting stations
- 7) Restaurant/restaurant take-out;

(d) *Conditional uses.* The following conditional uses shall be allowed in the BTP zoning district provided that all conditions specified in article VII of this chapter are met:

- 1) Animal hospitals and veterinary clinics;
- 2) ATM's
- 3) Building materials dealers (all materials interior);
- 4) Movie and media production studios (including ancillary businesses that supply support services, equipment and resources to the movie / media industry);
- 5) Telecommunications antennas and towers; and
- 6) Warehousing and distribution (as an ancillary use not to exceed 50% of gross floor area).

(e) *Dimensional requirements.* The minimum dimensional requirements in the BTP shall be as follows:

- (1) Minimum site area for a BTP development: 10 acres.
- (2) Minimum Lot width: 150 feet.
- (3) Front yard setback:
 - a. Major thoroughfare:
 1. Major arterial: 100 feet.
 2. Arterial: 100 feet.
 3. Collector: 65 feet.
 - b. Minor thoroughfare: 65 feet.
- (5) Rear yard setback: 25 feet.
- (6) Side yard setback: 25 feet.
- (7) Buffer. If the rear or side yard abuts a residential or A-R zoning district, a minimum buffer of 100 feet shall be provided adjacent to the lot line. Where a side or rear lot line abuts property in a residential or A-R district with little to no dense forestry, there shall be a continuous evergreen vegetative screen within the buffer not less than 4 feet in height at the time of installation or opaque structural fence or wall not less than six feet in height erected along such lot line. Evergreen vegetative material intended to satisfy this subsection shall be planted at such intervals that will result in a continuous visual screen within one year of planting.

- (8) *Height limitations.*
- a. The front setback shall be increased two feet for every one foot of building height over 35 feet to a maximum of a 50 foot building height, or a raised landscape berm shall be constructed one foot high for every one foot of building height over 35 feet to a maximum 15 foot berm height, or any combination thereof.
 - b. If the side and/or rear yards abut a residential or A-R zoning district, the setbacks shall be increased five feet for every one foot of building height over 35 feet to a maximum of a 50 foot building height.
- (9) Impervious surface coverage limit, including structure and parking area: 50 percent of total lot area.
- (10) *Outside storage, refuse area, and bay door requirements.* The following requirements shall apply to outside storage and refuse areas. Where this section contradicts any other requirement, the most restrictive shall apply.
- a. All refuse areas shall be allowed in side or rear yards only, shall be screened, and comply with the required buffers and setbacks.
 - b. Bay doors shall not be visible from SR-74 right of way and shall be screened from all other right of way.
- (11) Maximum building footprint: 300,000 s.f.
- (f) *Other requirements.*
- (1) *Utilities.* All utilities shall be underground.
 - (2) *Multi-tenant buildings.*
 - a. *Location.* Developable frontage on a major arterial road to a minimum depth of 300 feet shall be reserved for multi-tenant buildings.
 - b. *Uses limited.* Multi-tenant buildings in this area will be limited to the aforementioned business uses.
- (h) *Rezoning requirements.* The following is required for a rezoning petition for the BTP zoning district in addition to what is normally required for a rezoning petition:
- (1) A development plan is required for the rezoning petition and will take the place of the required concept plan. The development plan, as approved, shall establish the layout and uses planned for the development. Any change in the approved development plan, which affects the intent and character of the development, the land use pattern, the location or dimensions of streets, or similar substantial changes, shall be reviewed and approved by the town council upon the recommendation of the planning commission. A petition for a revision of the development plan shall be supported by a written statement as to why the revisions are necessary. The development plan shall include what is normally required on the concept plan, as well as the following:
 - a. A delineation of the business use area and the light manufacturing/distribution use area, including the acreage within each area;
 - b. A delineation of the internal transportation network, including roads, multi-use paths, and inter-parcel access/roads as applicable; and
 - c. Requirements of any overlay zone which is applicable to the property.

(Code 1992, § 20-6-24; Ord. No. 2012-09, § 4, 5-24-2012; Ord. No. 2012-14, § 5, 12-13-2012)



STAFF REPORT

Town Council Meeting
February 16, 2023

Subject: Quality Growth Overlay Alterations

1. **Background/History:** One of the major text amendments called for in the Comprehensive Plan was to bolster the SR-74 Quality Growth District Overlay. This overlay calls for higher architectural and landscaping standards but was found to be missing elements called for by citizens and Council.
2. **Findings/Current Activity:** Although higher architectural and landscaping requirements are part of the current overlay, there is not much specific direction on each. This amendment specifies landscaping requirements much more specifically and expands the buffer from 20' to 50'; planting requirements are specified by quantity and size as well as other specific requirements.

Architectural standards have been slightly modified to accommodate more class A building materials as well as specified percentage ratios achievable by the type of developments the Town is seeking to attract. This also includes screening and exterior storage requirements.

Traffic management has been one of the top requirements associated with the SR-74 corridor. In an effort to reduce the impact of any new economic development projects along SR-74, the overlay district is being modified with a special traffic management area requirement for all properties on the east side of SR-74. This required road connection will act as a service road for all business traffic as the area develops.

3. **Actions/Options/Recommendations:** Staff recommends approval of this item.
4. **Planning Commission Recommendation: Planning Commission Recommended approval of this item.**

Sec. 113-191. - (SR-74 Quality Growth Development District)

The purpose of this section is to maintain a physically and aesthetically pleasing gateway into the Town of Tyrone, while keeping it in line with the surrounding environment to ensure visual continuity. In reviewing any application within this area, the mayor and council shall consider among other things, the general design, the character and appropriateness of design, scale of buildings, arrangement, texture, materials, and colors of the structures in question and the relationship of such elements to similar features of structures in the surrounding area. Any structure or site within 800 feet of the State Route 74 right-of-way line shall, in addition to the other requirements of this Ordinance, comply with the following:

(1) *Landscaping and Screening Requirements*

- a. Landscape plan submission. A landscape plan shall be submitted and approved as part of the predevelopment site plan as required by the provisions of this ordinance with particular attention paid to the following:
 - i. Preservation: an effort should be made to preserve as much of existing plant material and land form as possible; clear-cutting and mass grading are not acceptable practices.
 - ii. Context: The design shall be planned in such a fashion that it is physically and aesthetically related and coordinated with other elements of the project and surrounding environment to insure visual continuity and context (color, material, mass, function, topography).
 - iii. Quality: landscape design shall be designed in a sound manner and constructed according to accepted good planting procedures.
- b. Planted Buffer. A maintained planted buffer shall be in place for the first 50 feet of the building setback adjacent to State Route 74. The buffer area is defined as the unpaved segment of land located between the property line that abuts a right-of-way and any building or vehicular use area and designed for the preservation and placement of plant materials.
 - i. The landscaping design shall protect scenic views via berms and screening and utilize natural features of the site;
 - ii. Within the required street planting area, measuring the total length of the project street frontage exclusive of drives, trees from the large category shall be planted at intervals of 40 feet with either one medium category or three small category trees in between; however, creativity is encouraged. Trees in the large category shall be three inches caliper and not less than 12 feet in height at planting. Trees in the medium category shall be two and one-half inches caliper and not less than ten feet in height at planting. Trees in the small category shall be two inches caliper and not less than six feet in height at planting. The remaining area shall be landscaped with shrubs and ground cover. The shrubs and ground cover shall be defined in three categories: large shrubs (at a minimum size of 7 gallon and 3-foot in height at time of planting), medium shrubs (at a minimum size of 3 gallon and 18 inches in height at time of planting), and ground cover (at a minimum size of 4 inch pots and 4 inches in height at time of planting). Each category shall comprise of the following percentages of required shrubbery: a minimum 15% large shrubs, a minimum 15% medium shrubs, and maximum 10% ground cover. All plants must meet ASFNS standards.

Category	Height Range at Full Growth	Description
Small/ understory	10-20	This category shall be used primarily where there are overhead obstructions or in a planting area which cannot accommodate an overstory or shade tree. The Town's environmental specialist shall have the authority to disallow trees that are not suitable for a specific location due to growth habits of the tree or site conditions.
Medium	20-40	These trees shall be used primarily as street and shade trees. The Town's environmental specialist shall have the authority to disallow trees that are not suitable for a specific location due to growth habits of the tree or site conditions.
Large/ overstory	40+	These trees will be used primarily as street and shade trees. The Town's environmental specialist shall have the authority to disallow trees that are not suitable for a specific location due to growth habits of the tree or site conditions.

- iii. Berms. When required as a condition of site plan or zoning approval shall be a minimum of five feet in height above grade of the road pavement, and shall be placed to the inside of the applicable buffer along State Route 74.
- iv. Exemption – Tree Coverage. Landscaping requirements may be adjusted to preserve and utilize existing tree coverage for screening where:
 - 1. Preexisting dense forestry exists at such intervals of at least 10 trees over 6" diameter per 100 square feet; and
 - 2. provides continuous visual screening that satisfies the purpose and intent of this ordinance .

(2) Architectural & Dimensional Requirements

- a. Every application for the construction of a new building or structure and alterations and/or additions to existing structures shall be accompanied by drawings signed by the architect, engineer, or other appropriate professional which clearly show the following:
 - i. Exterior elevations drawn to scale with color rendering;
 - ii. Proposed colors, materials and textures for structures;
 - iii. Location of all exterior utility facilities including any roof top units;
 - iv. Proposed signs and location including size, color and material;
 - v. Line of sight study from State Route 74;

- b. The design shall protect adjacent properties from negative visual and functional impacts;
- c. All loading docks, trash receptacles and equipment areas shall be screened from all streets via the use of plantings, fences, walls, and berms;
- d. Loading and unloading shall be done only into or from the rear or side of buildings;
- e. All roof-top HVAC equipment shall be visually screened from adjacent roads and residential areas. The screen shall extend to the full height of the objects being screened.
- f. Outside finish construction
 - i. 70 percent category “A” materials - brick (hard burned clay), brick veneer, stone (with weathered or polished fluted broken face), or glass.
 - ii. 30 percent category “B” materials – masonry backed stucco, E.I.F.S, metal, or fiber cement boards.
- g. Exterior walls must be designed to provide visual relief at a minimum of every 20 feet (no long flat walls);
- h. Exemptions
 - i. When an existing nonconforming structure is enlarged by 50 percent or less, the enlargement does not have to meet the aforementioned architectural standards, but does have to match the architectural design of the existing nonconforming structure. This exemption shall only apply to the first occurrence of any enlargement. Only one structure per lot shall be entitled to the exemption. When an existing nonconforming structure is enlarged by more than 50 percent, the entire nonconforming structure shall be brought into compliance with the aforementioned architectural standards.
 - ii. Development approved prior to the adoption of this ordinance, provided the property is not rezoned from one category to another. If rezoning occurs, the requirements of this ordinance shall take full effect on the parcel or lot to the extent parcel dimensions will allow.

(3) *Traffic management*

- a. A traffic management plan, prepared by a qualified professional engineer or transportation planner shall be submitted at the discretion of the Town engineer, based on the size and intensity of the development, and traffic conditions. The traffic management plan must identify any traffic impacts that will be created by the development as well as present and reasonable solutions to those impacts.
- b. *Multi-use path connectivity.* In order to provide for alternative modes of transportation (including the accommodation of golf carts, bicyclists, and pedestrians), the integration of multi-use paths is required consistent with the Town’s multi-use path plan. Path construction standards will be held to the standards set forth in the Fayette County Master Transportation Plan.
- c. *Northwest Corridor Special Traffic Management Area* – For any properties within the Town’s municipal boundary north of Kirkley Road and West of SR-74, an internal collector road will be required, from the existing median break at Thompson Road south to Kirkley Road. The design of the collector road will require left turn lanes at the intersections of SR 74 North and Kirkley Road as well as all intersections internal to developments. Final design approval of these intersections will be made by the Town’s engineer and the Georgia Department of Transportation.

(4) *Fences & Walls*

- a. All required opaque fences or walls shall be constructed of one or a combination of the following: decorative wood, stone, stucco on block, decorative block, or brick. These fences or walls shall not exceed eight feet in height.
- b. Decorative wrought iron fencing may be used for architectural and security purposes only.
- c. Chain link, unfinished concrete or cinder block, plastic or fiberglass, barbed or razor wire, and plywood fences, or like materials are prohibited in the front yard of any property and shall be screened from view if visible from SR-74. Paint shall not be considered a finish material.

(5) *Lighting and shielding.* Lighting shall be placed in a manner to direct light away from any adjacent roadways or residential areas. Fixtures shall be a maximum of 35 feet in height within parking lots.

(6) *Utilities and service equipment.* All utilities shall be located underground.

(7) *Outdoor Storage.* Outside storage of merchandise, commercial vehicles, equipment and parts shall not be visible from the right-of-way or adjoining properties. This shall not apply to overnight parking of regular business vehicles under GVWR of 26,000 ancillary to business activities.

(8) *Location.* The location of the SR-74 Quality Growth overlay shall apply to buildings and sites within 800 linear feet of SR-74 right of way. This area extends from the northern limits of the Town to the southern limits.



STAFF REPORT

Town Council Meeting
February 16, 2023

Subject: C-1 Downtown Commercial Edit

1. **Background/History:** The Downtown Commercial zoning classification may have, at one point in time, been relegated to the downtown district exclusively, but over time has been used as a light commercial alternative between O-1 and C-2 (Highway Commercial) across all corners of the Town. Given our latest focus on the Town Center (Downtown) district, this has caused some confusion amongst citizens and rezoning applicants as well as business owners.
2. **Findings/Current Activity:** In an effort to reduce confusion, staff recommends a minor update to this district that re-titles it to Community Commercial while retaining the C-1 shorthand classification. It is staff's opinion that this name better reflects the application of the zoning district as it has evolved across Town and reduces confusion when discussing zoning matters.
3. **Actions/Options/Recommendations:** Staff recommends approval of this item.
4. **Planning Commission Recommendation:** Planning Commission Recommended approval.



COUNCIL ITEM AGENDA REQUEST FORM

Department: Planning & Zoning Records

Meeting Date: February 16, 2023 **Staff Contact:** Phillip Trocquet & Dee Baker
Agenda Section: New Business

Staff Report:

Item Description: Scanning project for building plans and planning records

Background/History:

This item was discussed during the 2022 Planning Workshop.

Findings/Current Activity:

We have received four quotes and MCCI was the lowest price *prior to the addendums*.

Is this a budgeted item? Yes **If so, include budget line number:** 100-70-52.1300

Actions/Options/Recommendations:

Approve the scanning agreement for building and planning documents with MCCI upon approval from legal.

This Master Services Agreement No. 23937 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "**MCCi**" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. **Scope of Service**

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (each, and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional

Last updated: August 2021

compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. **Fees**

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. **Invoicing and Payment**

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay

amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date.

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or

otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees

“Personnel”). MCCi remain responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi’s fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party’s personnel who: (i) had no previous direct contact with the soliciting Party’s personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person’s new total annual compensation. This placement fee shall be due immediately upon such person’s commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

“Confidential Information” means any and all confidential information of a Party disclosed to the other Party, including, but not

limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **“Recipient”**) prior to the time of disclosure by the other Party (the **“Disclosing Party”**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**“Works”**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client’s expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the

computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder (“**Pre-existing Work**”), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi’s obligations respecting Client’s Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual’s name and social security number, driver’s license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that has agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent, and workman-like manner.

MCCi’s delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem

necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services, or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi’s submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT’S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT’S REMEDIES, AND MCCI’S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT’S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCI HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi’s responsibility hereunder (including any problem with Client’s computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi’s then standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, “**State Data Protection Laws**”), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party (“**Indemnifying Party**”) shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings (“**Claims**”) to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by an entity other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third party products. Should MCCi provide third party licensed software hereunder, Client will indemnify, defend, and hold

MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (c) at indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCI BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCI'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

14. Notices

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to MCCi	If to Client:
MCCi, LLC	Town of Tyrone
3717 Apalachee Parkway	881 Senoia Road
Suite 201	
Tallahassee, FL 32311	Tyrone, GA 30290
Attn: Legal Department	Attn: TBD
Email: legal@mccinnovations.com	Email: TBD

15. Miscellaneous

(a) 3rd Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies and/or terms and conditions or similar requirements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open - Source Materials includes, but may not be limited to, software that

is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such

regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any

Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

TOWN OF TYRONE ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

881 SENOIA ROAD
TYRONE, GA 30290

INITIAL LASERFICHE SYSTEM ORDER

Pursuant to Master Services Agreement No. 23937 ("**Agreement**"):

This Initial Laserfiche System Order, designated as Addendum No. 1 is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

TOWN OF TYRONE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Dee Baker dbaker@tyrone.org
Cloud Admin: Dee Baker dbaker@tyrone.org

Client Name: Town of Tyrone
Client Address: 881 Senoia Road, Tyrone, GA 30290
Quote Number: 26089
Order Type: Net New

Quote Date: January 5, 2023

Product Description:	Qty.	Unit Cost	NCPA 01-162	Annual Total
<u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u>				
<input checked="" type="checkbox"/> LF Cloud Municipality Site License (<10k Population)	1	\$3,100.00	\$3,007.00	\$3,007.00
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Advanced Audit Trail Subscription	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription	1	Included	Included	Included
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				<i>\$3,007.00</i>
<u>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>				
<input checked="" type="checkbox"/> Managed Support Services for Laserfiche	1	\$1,386.00	\$1,386.00	\$1,386.00
<i>Client needs are estimated based on the current components provided herein: up to 10 hours that will expire at the end of your renewal term.</i>				
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000	1	\$450.00	N/A	\$450.00
<input checked="" type="checkbox"/> MCCi SLA for Laserfiche Site License, Population Less than 10,000	1	\$600.00	\$540.00	\$540.00
<i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i>				<i>\$2,376.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$5,383.00

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>NCPA 01-162</i>	<i>Total</i>
MCCi SERVICE PACKAGES				
<input checked="" type="checkbox"/> Laserfiche Repository Configuration	1	\$4,500.00	\$4,275.00	\$4,275.00
<input checked="" type="checkbox"/> Laserfiche User Training - Basic (Remote)	1	\$1,250.00	\$1,187.50	\$1,187.50
<i>Service Packages Subtotal</i>				<i>\$5,462.50</i>
GRAND TOTAL - ONE-TIME SERVICES				<i>\$5,462.50</i>
TOTAL LASERFICHE PROJECT COST				<i>\$10,845.50</i>

All Quotes Expire 30 Days from Quote Date
This is NOT an invoice. Please use this confirmation to initiate Client’s purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Post Project Kick-Off

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none"> ▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment.

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LASERFICHE REPOSITORY CONFIGURATION

MCCi's Laserfiche Repository Configuration Services are designed to assist the Client with establishing a basic repository structure. The goal is to start a foundation for the Client's organization to build their Laserfiche repository from and help establish consistent standards the Client's organizations can build on. MCCi's team will work with Client's Project Manager to discover the templates and structure that fits the Client needs.

CLIENT DELIVERABLES

- Define each user and group necessary to access Laserfiche
- Complete requirements gathering with MCCi Project Team to define document types, naming schemes, folder paths, and metadata

MCCI DELIVERABLES

- Provide requirements gathering
- Create up to two (2) folder structures that consist of three (3) tiered levels
- Create up to two (2) Laserfiche templates with up to seven (7) fields each
- Create up to two (2) Laserfiche User Groups
- Set entry access security for up to two-level
- Conduct one (1) session (three (3) hours total) of remote "train the trainer" training on Basic Laserfiche and User functions.

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software
- Configuring workflows

USER TRAINING

MCCi's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

BASIC

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- | | | |
|------------------------|--------------------------------|---------------------------|
| ▪ Import Options | ▪ Metadata Reports | ▪ Annotations Tools |
| ▪ Laserfiche Scanning | ▪ Dashboard (Laserfiche Cloud) | ▪ Templates & Fields |
| ▪ Search and Retrieval | ▪ Export Options | ▪ OCR and Generating Text |

ADVANCED

MCCi's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.

- | | | |
|-----------------------|-------------------|----------------|
| ▪ Laserfiche Snapshot | ▪ Version Control | ▪ User Options |
|-----------------------|-------------------|----------------|

- Microsoft Office Integration
 - Advanced Search Syntax
- Tags
 - Custom Quick Search
- Repository Design Considerations

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full	Advanced
Product Training	Laserfiche Client	Laserfiche Client	Laserfiche Client
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite
Great For	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

LASERFICHE

Description	Managed Support Services		Process Administration Support Services	
	MSS	MSS 2	PASS	PASS 2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.)*	■	■	■	■
Remote access support through web conferencing service *	■	■	■	■
Access to product update version and hotfixes (Client Download)*	■	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums*	■	■	■	■
Additional Remote Basic Training	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Assistance with Implementation of Version Updates	■	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow		■	■	■
Configuration of Laserfiche Quick Fields sessions		■	■	■
Basic Records Management Module Overview Training		■	■	■
Administration Configuration Services		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon the Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Client's Solution				■
Maintenance of MCCi/Client configured <i>complex</i> business processes				■
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET				■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*				■

* Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

* Excludes the development of new integrations, large-scale development projects, and SQL queries.

** **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.

BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
 - **EXAMPLES:** Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS**CLIENT RESPONSIBILITIES (ALL PACKAGES)**

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution (Laserfiche, ABBYY, Blue Prism).
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

MANAGED SUPPORT SERVICES (MSS)

MCCi's **MSS** package provides additional training and assistance to the Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**
Additional web-based training is conducted to train new users or as refresher training for existing users.
- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**
MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.
- **REMOTE IMPLEMENTATION OF VERSION UPDATES**
While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.
- **ANNUAL SYSTEM REVIEW & ANALYSIS**

MCCi will access Client’s system to review how Client’s organization uses Client’s solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

- **LASERFICHE CERTIFICATIONS**
Priority offering of complimentary Laserfiche certifications, based on availability.
- **LASERFICHE CONFERENCE REGISTRATION**
Priority offering of complimentary Laserfiche Empower registration, based on availability.
- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**
MCCi will create or update users or groups, import profiles, or batches within Client’s ABBYY solution.

THE TRAINING CENTER FOR LASERFICHE

MCCi’s Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client’s organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client’s entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client’s organization’s internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)

MCCi’s SLAs are offered as additional options to Client’s annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) if such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which [is](#) made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than 4 months may not be permissible due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
 - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
 - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).

- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client’s current Solution Provider of Record, Laserfiche’s policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client’s support account, along with the ability to process subscription renewals and initiate additional purchases on Client’s behalf. Unless Client decides to cancel Client’s contract with MCCi or work with Laserfiche to formally change Client’s Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

SCANNING ORDER

Pursuant to Master Services Agreement No. 26306 ("**Agreement**"):

This Scanning Order, designated as Addendum No. 2 is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 2 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

TOWN OF TYRONE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PROJECT SCOPE: BUILDING PLAN AREA

GENERAL DESCRIPTION

DOCUMENT SIZE	Large Format up to 42" wide, Regular Format (up to 11' x 17')
DEPARTMENT	Planning and Development
DOCUMENT TYPES	Plans
DOCUMENT COUNT	1,000 Large Format, 3,250 Regular Format
IMAGE COUNT	15,000 Large Format, 195,000 Regular Format
IMAGES PER DOCUMENT	15 Large Format, 60 Regular Format

DOCUMENT PREPARATION

CURRENT STORAGE METHOD	Rolls, Boxes
CONDITIONS OF DOCUMENTS	Good

IMAGE PROCESSING & INDEXING

DPI & COLOR	300 DPI, Black & White only
NUMBER OF INDEX FIELDS	Up to 3 Fields
DOCUMENT NAMING CONVENTION	Permit #
FIELDS TO BE INDEXED	Permit #, Date, Address
OPTICAL CHARACTER RECOGNITION	Included

IMAGE OUTPUT

DELIVERY METHOD	CD/DVD/Flash Drive
OUTPUT TYPE	PDF

MATERIAL HANDLING

SHIPPING LOGISTICS	MCCi Pickup
SHIPPING & DELIVERY TERMS	Up to 1 shipment
PHYSICAL DOCUMENTS	Recycle

The Scope above has been provided and/or confirmed by Client. Both Parties agree that the estimated Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

MILESTONES, TASKS & DELIVERABLES

MILESTONE	TASKS / DELIVERABLES
#1: Project Kickoff	<p>Tasks: Client's MCCi salesperson will set up a project kickoff call. During the kickoff call, the MCCi team will walk Client through the project scope and contract. Requirements, timeline, pickup and delivery, and other project specifics will be discussed with Client.</p> <p>Assumptions: MCCi may utilize Basecamp to communicate with Client on a regular basis about project progress, issues, etc. MCCi may not conduct Client kickoff for continuations of existing project(s).</p>
#2: Sample Sign-Off	<p>Tasks: Once Client documents are brought into MCCi facility and reviewed, the MCCi team will scan a sample of Client's documents. MCCi will select settings based on the Project Scope, and to make sure Client's documents are being digitized in a manner that preserves as much detail, clarity, and quality as possible. MCCi will deliver these sample scans to Client electronically for review. Once Client agrees that the sample scan quality is satisfactory, the MCCi team will proceed with the rest of the project.</p> <p>Assumptions: Sample scans may not be needed if MCCi and Client have previously worked on similar conversion projects together. Client will review sample scans within two (2) business days of receiving them from MCCi.</p>
#3: Scheduled Finished Product Delivery	<p>Deliverable: At regular intervals (typically monthly), the MCCi team will electronically deliver the digitized documents that were finished in the previous period.</p> <p>Assumptions: Billing will occur upon completion of this milestone. These documents will have gone through MCCi prepping, scanning, and quality control processes. The delivery schedule will vary based on the size and scope of project.</p>
#4 Physical Document Return	<p>Tasks: Once the last finished product delivery has taken place, Client's documents will be returned in the fashion indicated in the Project Scope. Documents will continue to be treated with care until they are in Client's possession. Client should review all returned documents to ensure all originals are back in their possession. If Client has chosen to have MCCi destroy their documents (as opposed to being returned), Client will receive written notification that the documents have been destroyed.</p>

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Phillip Trocquet
ptrocquet@tyrone.org

Client Name: Town of Tyrone
Client Address: 881 Senoia Road, Tyrone, GA 30290
Quote Number: 26306
Order Type: Scanning

Quote Date: January 30, 2023

Scanning Services Description:	Qty.	Unit Cost	NCPA 01-162	Total
MCCI SCANNING SERVICES				
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 250,000) Doc Prep Per Image	195000	\$0.064	\$0.0608	\$11,856.00
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 250,000) Scanning Per Image	195000	\$0.091	\$0.0865	\$16,867.50
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" OCR Per Image	195000	\$0.011	\$0.0105	\$2,047.50
<input checked="" type="checkbox"/> Large Format up to 42" Wide (< 25,000) Standard Scan and Prep Per Image	15000	\$1.695	\$1.6103	\$24,154.50
<input checked="" type="checkbox"/> Large Format up to 42" Wide OCR Per Image	15000	\$0.011	\$0.0105	\$157.50
<input checked="" type="checkbox"/> Indexing Fields Per Index (< 25,000)	12750	\$0.203	\$0.1929	\$2,459.48
<input checked="" type="checkbox"/> Pickup, Per Box (<200)	108	\$11.000	\$10.4500	\$1,128.60
<input checked="" type="checkbox"/> DVD/CD/Flash Drive, Per Set	2	\$50.000	\$47.5000	\$95.00
<input checked="" type="checkbox"/> CD/DVD/Flash Drive Shipping Rate	2	\$10.000	\$9.5000	\$19.00
Scanning Services Subtotal				\$58,785.08

GRAND TOTAL - SCANNING SERVICES	\$58,785.08
---------------------------------	-------------

TOTAL SCANNING PROJECT COST	\$58,785.08
-----------------------------	-------------

All Quotes Expire in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

NCPA Pricing - The pricing and terms in this statement of work ("SOW") are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this SOW. The rates listed may be applied to additional projects that haven't been specifically outlined in this SOW, but MCCI reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

BILLING SCHEDULE

Deliverables will be billed monthly for work completed during the previous month. Client is responsible for all images processed by the MCCi project team. Any expected overages will be raised with Client before such overage is to occur so that Client can appropriately make arrangements to accommodate for the overages.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

SCANNING ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the scope of services to be provided. Variations to the following may impact this SOW's cost and/or schedule and require a change order.

DELIVERABLE ACCEPTANCE CRITERIA

- Both Parties acknowledge that the acceptance period noted herein is in conflict with the Master Agreement and the terms defined below take precedence.
- MCCi's delivery of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in the original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within the Acceptance Period (defined below).
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have 30 days after MCCi delivers the Deliverable to Client (the "Acceptance Period") to give written notice to MCCi specifying the deficiencies in reasonable detail.
 - MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
 - Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
 - Notwithstanding the foregoing, if Client fails to reject any Deliverable within 30 days, such Deliverable shall be deemed accepted.

GENERAL

- Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.
- Client agrees that the work described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this Order.
- MCCi maintains partnerships for the purpose of offering additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project will be handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.
- Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.

DOCUMENTS

- Client understands that MCCi will process every image supplied to MCCi by Client as furnished. Client is responsible for removing any documents before shipping to MCCi for processing.

- Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion. Upon completion of scanning, MCCi will return the documents to the Client in the order as received from Client but not placed back into their file folders/envelopes or re-prepped unless specifically stated otherwise in the Project Scope.
- Client is required to package all materials per MCCi's instructions prior to shipment/delivery of materials to MCCi's facility. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one (1) shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

DOCUMENT & DATA STORAGE

- MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of \$2.50 per cubic foot per month will apply.
- MCCi is not responsible for maintaining a copy of Client data, with the exception of clients who subscribe to MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. If Client requires MCCi to delete copies of its data prior to MCCi's standard process of deleting data, Client is responsible for submitting an official request in writing and for obtaining confirmation of data deletion.

LASERFICHE

Laserfiche system clients with a pre-existing template are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

LAW OFFICES
McNALLY, FOX, GRANT & DAVENPORT

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE
FAYETTEVILLE, GEORGIA 30214-1381

PATRICK J. FOX
PHILIP P. GRANT
DENNIS A. DAVENPORT
PATRICK A. STOUGH
MEREDITH F. MCCLURE
E. ALLISON IVEY COX

Section X, Item 11.

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832
(770) 461-5863

January 30, 2023

Mr. Eric Dial, Mayor
Town of Tyrone
950 Senoia Road
Tyrone, Georgia 30290

Re: Disclosure of possible conflict of interests

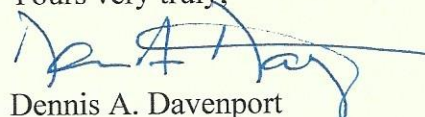
Dear Mayor Dial:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to an agreement for the County to provide elections services for the Town ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town, and extends its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the Town on the issue. Information that is reasonably sufficient to permit the Town to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the Town has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the Town to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgement of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport
Town Attorney

Enclosure

Acknowledgment of Disclosure and Confirmation of Informed Consent
Elections Services

On behalf of the Town, please sign below to indicate confirmation of the Firm’s disclosure of a possible conflict of interest and discussions with the Town regarding same. This acknowledgment will serve to demonstrate the consent of the Town to the Firm’s representation in this Agreement. We are also asking the County to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm’s representation as to this Agreement.

The Town hereby acknowledges the receipt of this disclosure and confirms its informed consent to the continued representation concerning this Agreement by the Firm by signing below.

This ____ day of _____, 2023.

MAYOR AND COUNCIL FOR
THE TOWN OF TYRONE

(SEAL)

By: _____
Eric Dial, Mayor

ATTEST:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney



COUNCIL ITEM AGENDA REQUEST FORM

Department: Administration

Meeting Date: February 16, 2023 **Staff Contact:** Dee Baker
Agenda Section: New Business

Staff Report:

Item Description: IGA for the conduction of the 2023 Municipal Election

Background/History: Tyrone’s Municipal Elections are held every other year. The Fayette County Elections Office will assist in the conduction of the necessary activities for the election.

Findings/Current Activity: Once approved the Elections Office will present the IGA to the Fayette County Board of Commissioners.

Is this a budgeted item? Yes **If so, include budget line number:** 100-10-52.1100

Actions/Options/Recommendations:

To authorize Mayor Dial to execute the inter-governmental agreement between Fayette County Elections Office and the Town of Tyrone for the purpose of conducting municipal elections during 2023.

STATE OF GEORGIA
COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTIONS

This Agreement entered into this _____ day of _____, 2023 between the TOWN OF TYRONE, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as “The Town” and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as “The County”.

WITNESSETH:

WHEREAS, the Town in performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A. § 21-2-45, the Town may, by ordinance, authorize the County to conduct such election and the Town has heretofore adopted such an ordinance; and

WHEREAS, the County has staff and equipment to conduct such election; and

WHEREAS, the County desires to assist said Town in the conduct of its municipal election.

NOW THEREFORE, for an in consideration of the premises contained herein, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of the Town of Tyrone’s municipal election to be held on November 7, 2023 and any and all run-offs which may be necessary and any special elections that may occur within twelve (12) months of this Agreement.

2.

Fayette County, through the Fayette County Board of Elections, shall operate as superintendent of the aforementioned election and shall perform any and all functions of the Town or any of the Town’s officials in connection with the conduct of such election with the exception of duties pertaining to the qualification of candidates and pertaining to the responsibility of acting as the Qualifying Officer and providing notification to the State Elections Commission concerning candidacy compliance.

3.

A Town official shall operate as the Superintendent with respect to the qualification of candidates. Such official shall perform any and all functions of the Town or any of its officials in connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45 (C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store, and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the County in conjunction with the office of the Secretary of State.

6.

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing for the polling locations and training of the staff shall be provided by the County.

8.

All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the Town. Said expenses and charges shall include but not be limited to the following: all costs of training and providing personnel for the election, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the election shall be submitted to the Town and the Town shall remit payment of the invoice to Fayette County within thirty (30) days of receipt of the invoice.

9.

To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the Town. The Town will furthermore, to the extent provided by law, reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of the Town election. Said reimbursement shall be paid by the Town within thirty (30) days of invoice by the County.

10.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

12.

Should it be necessary to comply with any legal requirements, the necessary members of the County’s personnel may be temporarily sworn in as officers and employees of the Town.

[SIGNATUES FOLLOW ON NEXT PAGE]

FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
LEE HEARN, Chairman

ATTEST:

Tameca P. Smith, County Clerk

(SEAL)

TOWN OF TYRONE

By: _____
ERIC DIAL, Mayor

ATTEST:

Dee Baker, Town Clerk

FAYETTE COUNTY ELECTIONS &
VOTER REGISTRATION

By: _____
AARON WRIGHT, Chairman

ATTEST:

Brian W. Hill, Director of Elections