



**TOWN COUNCIL MEETING
September 19, 2024 at 7:00 PM**

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1

Dia Hunter, 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: *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 minutes from September 5, 2024.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

- 2. Consideration for approval of Amusement Masters' contract for Founders Day, October 5, 2024.

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
September 05, 2024 at 7:00 PM**

Eric Dial, Mayor
Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1
Dia Hunter, Post 2
Billy Campbell, Post 3

Brandon Perkins, Town Manager
Dee Baker, Town Clerk
Dennis Davenport, Town Attorney

Also present:
David Nebergal, Planning Commission Chairman
Terry Noble, Planning Commissioner
Sandy Beach, Finance Manager
Former Council Members Linda Howard and Melissa Hill

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *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.*

Former Council Member Linda Howard, who lives on Lynnwood Ave. reminded everyone of the Fall Festival at the Tyrone Museum on Saturday from 10:00 a.m. – 2:00 p.m. There will be thirty vendors including homemade ice cream and a S.W.A.T. Bear Cat.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda with the removal of items 10 & 11.

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

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 minutes from August 15, 2024.

2. Approval of Rongo and Friends agreement for October 5, 2024 Founders Day performance not to exceed \$800.00.
3. Consideration to approve Brian Selleck's Stormwater Management Operations and Maintenance Agreement (for the New Office Building located at 1500 Senoia Road).
4. Approval for Christ Church to use Shamrock Park on October 26th and December 22nd for their open to the public Halloween and Christmas worship events.
5. Approval to renew the Crossroads Christian MOU for the use of the Town facilities in the event of an emergency evacuation.

A motion was made to approve the consent agenda.

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

VII. PRESENTATIONS

6. Recognition and appreciation for assistance received on August 15, 2024. - Randy Mundy, Chief of Police

Police Chief, Randy Mundy announced that he wished to recognize folks for their assistance with a citizen in a crisis on August 15th. He thanked the Fayette County Fire Department, the Fayette County Sheriff's Department, the Peachtree City Police Department, and several civilian members of the Level Up and Vault Stunt Studios. He was very pleased with the level of cooperation between the Public Safety Agencies and citizens.

Council Member Hunter stated how impressed he was with the spirit of all agencies coming together for that citizen. Chief Mundy recognized all departments in attendance, which included Fayette County Fire/EMC, Fayette County Sheriff, Fayette County E-911, Peachtree City Police, and Tyrone Police. He also recognized the efforts of Vault Stunt Studios for their inflatable safety device. Chief Mundy stated that this across-the-board cooperation happened whenever needed.

VIII. PUBLIC HEARINGS

7. Consideration of a rezoning petition from applicant Clay Gilley for the rezoning of parcel 0737-040 at property address 355 Crestwood Road from Agricultural Residential (AR) to Residential 18 (1,800-min. home size 1-ac. min. lot). Phillip Trocquet, Community Development

Mr. Trocquet stated that applicant Clay Gilley applied to rezone his Agricultural Residential property located at 355 Crestwood Road to Residential 18. He intended to divide the lot into 4 parcels. He added that the request was in line with the Town's

comprehensive plan and the future development map. He stated that the Planning Commission recommended approval as did staff.

Council Member Campbell asked what the setbacks were in relation to Grace Lane. Mr. Trocquet stated that they would be between 15-30 feet depending on the configuration. Council Member Furr asked how many lots the applicant planned on dividing. Mr. Trcoquet stated that before them there was only a request for three additional lots with one driveway. Planning Commission would need to review the configuration. Tonight was only for the rezoning.

Council Member Whelan inquired about the driveway. Mr. Trocquet explained that if the plan was to develop with a private drive it would be acceptable, if it were an access easement, then only two homes would be allowed to access the drive.

Mayor Dial opened the public hearing for those who wished to speak in favor of the item.

Mr. Clay Gilley spoke on behalf of his son, the applicant. He explained that his son lived in the current home facing Crestwood Road for two years. They were requesting R-18 to build larger homes behind his property which would run approximately \$500,000 to \$600,000.

Mayor Dial opened the public hearing for those who wished to speak in opposition to the item.

Mr. John Newberry, who lives on Grace Lane spoke in opposition to the item. He noted that the signs had last year's date on them but had been changed. He stated that the road was not wide enough, and it would take away their privacy. Tyrone looks like a slum and Council does not care; the new homes would only be for taxpayer money.

Ms. Vickie Spurling, who lives on Grace Lane, spoke in opposition. She has lived in her home for 27 years and has fed the animals. When the homes are built it will destroy that. Their homes were built 20 - 40 years ago and new homes were coming in at \$500, 000 to \$600,000, what did that mean for them?

Mayor Dial gave Mr. Gilley some time to rebut. He understood that change was difficult and respected that they had been there for 20-plus years. They were planning a nice development that was in line with the Town's requirements.

Mayor Dial began a discussion regarding the private road. Mr. Trocquet reiterated that the submission was not being voted on, only the rezoning. The planned development would need to go through the Planning Commission. However, roads required 20-22 feet to accommodate two-way traffic. Council Member Hunter asked for the setback requirements for R-18. Mr. Trocquet stated that they were 55 ft. for front, 15 ft. for side, and 30 ft. for the rear.

Mayor Dial clarified that the Town did not propose the development but that property owners have rights and Council was upholding the law for their rights.

Mr. Trocquet shared that the current homes were approximately 150–200 feet from the property line. Including the additional setbacks, the new homes could be approximately 180-230 feet away. Council Member Hunter asked for an approximate number of daily trips per home. Mr. Trocquet stated that there were 9 trips maximum per home on average in 24 hours.

Mayor Dial inquired about the buffer between the new homes and the Grace Lane homes. Mr. Trocquet stated that during the Planning Commission review, staff could talk to the owner regarding a planted buffer. Mayor Dial wanted to ensure the highest level of privacy was maintained.

Mayor Dial stated that he would break from the norm, he asked Mr. Newberry to return because his hand was raised. Mr. Newberry stated that he believed in freedom of the people, and the people of Tyrone had no freedom. Council already made up their minds. He invited Council to their street to see what the development would do to their property.

Clay Gilley spoke again. He stated that they would be willing to keep the large trees as a buffer.

A motion was made to approve the rezoning of parcel 0737-040 located at 355 Crestwood Road from Agricultural Residential to Residential 18.

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

IX. OLD BUSINESS

X. NEW BUSINESS

- 8. Consideration of approving Match Point Tennis to resurface the tennis/basketball courts at Shamrock Park at a cost not exceeding \$33,200.00. - Brandon Perkins, Town Manager

Mr. Perkins stated that the tennis and basketball courts at Shamrock Park were reconstructed in 2012 and required resurfacing. An RFP was issued on July 15, 2024, for the \$30,000 budgeted project. He added that all bids came in over budget. The lowest responsible bidder was Match Point Tennis at \$33,200. He recommended approval of adding \$3,200 from the Administration's unused Other Small Equipment and Services Assigned Funds. He added that the project would resurface both courts and add new nets for both and the goals would be painted.

Council Member Campbell inquired about the warranty. Mr. Langford stated that it was the standard 1-year warranty. Council Member Whelan asked about the condition of the goals. Mr. Perkins stated that there was a little rust and they needed to be painted.

A motion was made to approve Match Point Tennis to resurface the tennis/basketball courts at Shamrock Park for \$33,200.

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

- 9. Consideration to Award the 2024 Carriage Oaks Drive Stream Stabilization REBID project PW-2022-04 to CGS Waterproofing for the fee not to exceed \$105,215.00, Scott Langford, PE - Town Engineer / Public Works Director

Mr. Langford explained that on the corner of Carriage Oaks Drive and Brunswick Drive within the Southampton subdivision, there was a sanitary sewer manhole at the northern top of the streambank. Erosion had occurred on the privately owned stream and the Town initiated a streambank protection project to ensure the integrity of the manhole. The project was initially bid in March but rejected due to a publishing error. It was rebid on August 14, 2024, and the low bidder recommended by Mallett Consulting, Inc. was CGS Waterproofing. Mr. Langford recommended approval to award the project to CSG Waterproofing and funding would come from the Sewer Enterprise Fund.

Council Member Campbell asked if the ditch had been stabilized. Mr. Langford stated that it was private property, but he believed that what the Town proposed would protect the sewer line. He added that Mallett Consulting, Inc. also agreed.

A motion was made to award the 2024 Carriage Oaks Drive Stream Stabilization REBID project PW-2022-04 to CGS Waterproofing for the fee not to exceed \$105,215.

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

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. Trocquet brought back a drawing of a potential Veterans Park 12 ft. entryway sign that was discussed at a previous meeting. He suggested adding verbiage such as “gone but not forgotten”. He mentioned several more. Mr. Perkins suggested surveying the local veterans for their feedback.

Ms. Beach shared that the Fayette County Tax Commissioner, Kristie King stated that our tax information should be to us by the end of the month, moving our public hearings to October.

Mr. Perkins thanked Council Members for their input at the first Tyrone 101 Citizen Academy and that it went very well.

Mr. Perkins stated that a local baseball team had approached the Recreation Center to rent the field at Dorthea Redwine Park for practice. They paid their deposit and fees for the remainder of the season. Since then, they have improved the park and field and brought in extra dirt for added safety at no cost to the Town. He added that after speaking with Council Member Campbell, he recommended waiving their fees and deposit for the remainder of the season.

Council Member Campbell made a motion to waive the Young Guns team deposit and fees for the use of the baseball field at Dorthea Redwine Park.

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

Mr. Perkins announced that the First Friday event tomorrow night at Shamrock Park was canceled due to the threat of inclement weather.

XIII. COUNCIL COMMENTS

Mayor Dial recognized Miss Eva Hunter in the audience.

Council Member Campbell thanked Mr. Perkins for a job well done at the first meeting of the Tyrone 101 Citizens Academy. Clerks Baker and Willis also did a good job. Mr. Perkins added that the remainder of the meetings were every Monday from 6:00 p.m. – 8:00 p.m. to October 21st.

Council Member Hunter acknowledged former Council Member Linda Howard, Planning Commissioner Terry Noble, and Planning Chairman David Nebergall.

XIV. EXECUTIVE SESSION

A motion was made to approve the Executive Session minutes from August 15, 2024.

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

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Furr.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan,
Council Member Hunter.

The meeting adjourned at 8:13 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: September 19, 2024

Agenda Item Type: Presentation

Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

Amusement Masters contract for October 5, 2024

BACKGROUND:

Consideration of the contract from Amusement Masters company for activities/rides for Founders Day October 5, 2024. Attached are five recommendations from the lawyer, Alison Cox, regarding the contract from said company.

FUNDING:

\$27,100.00 partial sponsorship of \$20,000 (GA Metal, Hanson & Reese)

STAFF RECOMMENDATION:

Approval of contract by Amusement Masters contingent on Amusement Masters' agreement to changes recommended by our lawyers.

ATTACHMENTS:

Contract from Amusement Masters, recommendations from lawyer, cover sheet

PREVIOUS DISCUSSIONS:

none

Contract #: 100524TYRONEZIPkss

Contract 1/29/24

Date: _____

Client Name: Town of Tyrone Recreation

Contact Name: Lynda Owens

Cell#: _____

Phone#: (770) 487-4694

Address: 145 Commerce Drive

City: Tyrone

State : GA

Zip Code: 30290

Event Date: 10/05/2024

Event Time: 12:30pm to 8:30pm

Setup Date & Time: 10/04/2024 @ TBD

Strike Time: 10/05/2024 @ 8:00pm

Event Location: Shamrock Park, 947 Senoia Road; Tyrone, Georgia 30290

Event Space: as directed per layout

Onsite Contact Name: Lynda Owens

Onsite Contact Number: (770) 378-5491

Amusement Masters Production, Inc. agrees to provide the following items for your event:

Quantity	Product
1	90' Super Slide (Hard Slide) with staff
1	Event Manager
2	Generator for Swing Rides/Game Trailers
2	Generators: Portable
1	LED Ice Skee-ball (2 lanes)
1	Water Gun Fun Deluxe 16 Player Carnival Trailer with prizes with staff
1	Zippin' Zone with no slide with staff

Initials: _____

Date: _____

Client is responsible for the following item as agreed upon by the signing of this document:

Minimum order is required or additional travel fees may apply. Pricing is valid for up to 8.5 hours. All equipment is subject to availability at the time the contract is executed. Adequate truck/trailer access is required. Adequate load in/out access for equipment is also required. This includes, but is not limited to: no stairs, double door/gate access, and adequate sized elevator. Client is required to provide security and/or a secure area for equipment from time of set up through strike.

Initials: _____

Date: _____

Rental Agreement

This Rental Agreement (“Agreement”), Contract Number 100524TYRONEZIPkss is made by and between Amusement Masters Production, Inc., d.b.a. AMPI (hereinafter referred to as “Lessor”) and Town of Tyrone Recreation, (hereafter referred to as “Lessee”) on **1/29/2024**. Whereas, Lessor is engaged in the business of leasing interactive games, amusements, novelties and other such related items on a short term basis to customers for use at shows, events, and other exhibitions;

Whereas, Lessee wishes to rent from Lessor such items as interactive games, amusements, novelties and other such related items for use at a show, event or exhibition;

Therefore, it is mutually agreed as follows:

1. **LEASE:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the interactive game equipment and any other personal property of Amusement Masters, more particularly listed on the contract agreement. The Rental of the Equipment shall be in accordance with the terms and conditions of the original Sales Quote. The items of equipment listed on this contract agreement, together with any repairs, replacements, or other substitution of parts, are hereinafter referred to as “Equipment”. This Agreement shall constitute a rental Agreement and shall be binding when duly executed by the parties, their successors, legal representatives and permitted assigns. Lessor herein reserves the right to utilize photographs, video recordings, audio or other media documentation of the event for purposes of its own marketing and the client herein expressly authorizes any such activities by the Lessor and/or its partners.
2. **ARTIST/PERFORMER SPECIFIC:** In the event of Artist’s/Performer’s inability to perform due to physical causes, sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any acts of any public authority or any other causes, similar or dissimilar, beyond Artist’s control, there shall be no claim for damages by either party to this contract and Lessor will make best efforts to procure the services of a comparable Artist. No substitution will be made unless one of the above conditions exists, and the Lessee authorizes the substitution. In the event that comparable substitution cannot be made, alternative entertainment will be offered or the act will be rescheduled. Lessee agrees that no portion of Artist’s performance shall be recorded, reproduced or transmitted during performance unless specific written approval has been granted.
3. **RENTAL:** The Lessee agrees to pay to the Lessor, or its duly authorized representative, the rental fee of **\$20,150.00** as listed on the invoice dated and referenced with the same contract # as this contract.
4. **RENTAL FEE:** A deposit in the amount of \$10,075.00 shall be due upon execution of this agreement and the balance of \$10,075.00 shall be due upon setup of event and rental items. All items listed on this agreement shall be paid in full by the event date listed on this contract. All deposits are nonrefundable. All credit cards are subject to a 3.5% non-cash transaction fee. Any discounts given on package prices become null and void if payment terms are not met as agreed upon by Lessee. Should discount become void due to default on payment terms, additional monies due will be paid with balance of any other monies due and payable to Lessor. Should lodging be required by Lessor, Lessee agrees to provide suitable and adequate housing for Lessor’s staff. Should for some reason unrelated to Lessor, the Event is cut short or terminated early, no refunds will apply or be issued.

Initials: _____

Date: _____

5. **DELIVERY/SET-UP:** Lessor shall deliver and set-up the Equipment at the place designated by the Lessee (hereinafter referred to as the "Facility"). Lessee is solely responsible to insure that there is adequate access to the Facility. Specifically, Lessee shall insure that the Facility is adequately equipped with the necessary freight elevators, freight doors and dock high accommodations. There will be a special handling charge, in addition to the rental charged, in the event that the Facility's accommodations do not contain the necessary freight elevators, freight doors and/or loading docks. Lessee shall be liable for the full rental and handling charges should the Lessor not be able to make delivery of the Equipment should the Facility not have the required accommodations.
6. **SITE INSPECTION OPTION:** For an additional charge, Lessor shall inspect the facility to determine whether it has adequate accessibility and accommodations, and shall become responsible for the delivery, set-up and dismantling of the Equipment, and shall thereby release Lessee from its duties under Paragraph 4, entitled "DELIVERY/SET-UP".
7. **DAMAGE WAIVER:** If customer pays the damage waiver charge (DWC) as specified [7.5% of rental(s) total], subject to the limitations and exclusions below, Amusement Masters agrees to modify the terms of this contract and relieve customer of liability for Amusement Masters excludes from the waiver, however, any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance, fire damage from intentional fires or any loss due to customer's failure to care for the rental item(s) as a prudent person would his/her own property. In addition, if customer has insurance for the loss or damage, customer shall exercise, and shall empower Amusement Masters to exercise, all customer's rights to obtain recovery under insurance, shall cooperate with Amusement Masters to obtain recovery and all insurance proceeds shall be given or assigned to Amusement Masters. Negligence or Abuse: The following fees may be assessed for negligence or abuse of inflatable 1. Spilled food, drink or the use of Silly String could result in a \$250-\$750 Cleaning Fee. 2. Negligence and damage to the unit could result in a \$500-\$5000 Repair Fee. 3. If a unit is not repairable, a fee equal to the replacement value of the inflatable unit or other equipment will be charged. (\$2,000-\$15,000)
8. **DUTIES OF LESSEE:** Lessee is responsible for arranging adequate power to operate Equipment and any drayage and/or union labor required at no cost to Lessor. There arrangements must be made directly with the Facility. All Equipment is supplied with standard three-prong grounded cords that extend no further than the base of the Equipment.
9. **RENTAL PERIOD:** Lessee acknowledges and agrees the rental period shall be for the specified time in accordance with the information listed this contract.
10. **REPLACEMENT OF MALFUNCTIONING / DAMAGED EQUIPMENT:** If the Equipment becomes unsafe or is in disrepair as a result of normal use, Lessee agrees to discontinue use and notify Lessor immediately, who will then replace the Equipment with similar Equipment in good working order, if available. Equipment that is damaged due to misuse and / or abuse by Lessee guests, employees, patrons during terms of agreement will be repaired / replaced at Lessee expense based on fair market value.

Initials: _____

Date: _____

11. **INDEMNITY:** Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees arising out of, in the manufacture, selection, delivery, possession, use, operation or return of the Equipment.
12. **OWNERSHIP:** The Equipment is and shall at all times be and remain the sole and exclusive property of Lessor and the Lessee shall have no right, title, or interest therein or thereto except as expressly set forth in the Agreement.
13. **MISCELLANEOUS:** The Agreement shall be governed by the laws of the State of Georgia. Time is of the essence of this Agreement. This writing constitutes the entire Agreement between the parties and may not be changed or modified except by a writing signed by each of the parties. This Agreement shall be binding upon and shall insure to the benefits of, and be enforceable by, the respective heirs, transferees, successors, and assigns of the parties hereto. The Lessee shall not assign this Agreement without prior written consent of the Lessor. Lessor will add Lessee as additional insured on Lessor's insurance if requested.
14. **WEATHER:** If an event is cancelled due to weather conditions (or potential weather conditions) by Lessor's representative or by the Lessee of the equipment 48 hours prior to delivery time, the date can be rescheduled within 180 days of the original contract date without losing any money. Deposits are non-refundable. If the event is cancelled after Lessor vehicles have left the warehouse, the full amount will be due. Once onsite, should inclement weather occur before set or during event, Lessor's staff will stay on-site for the duration of the contracted hours of the event in anticipation of improved weather conditions. If weather conditions arise during an event and an Amusement Master's staff person stops operation of interactives out of a concern for safety of attendees or inappropriate equipment operation due to the weather conditions, Lessor will not be penalized monetarily for nonuse of the equipment due to weather.
15. **OVERTIME CHARGE:** If event extends past contracted event time due to request by Lessee or circumstances governed by Lessee decision, Lessee will agree to pay minimum overtime charges of **550** per hour or amount determined by Lessor due to event circumstances. Upon agreement of total amount of overpayment by Lessee and Lessor the overtime payment will be paid in full within 10 days of contracted event.
16. **LATE PAYMENT:** Should the Lessee fail to pay the full amount due **within thirty (30) days of the event date**, Lessor reserves the right to apply interest fees at a rate of 18% per annum on the open balance including the amount of any discounts. Should the full amount due remain unpaid in excess of 3 months, the Lessor will commence procedures for which Client shall be responsible for all costs and expenses of the same, including, but not limited to, reasonable attorneys fees.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement under seal as of the date and year first above written.

Initials: _____

Date: _____

LESSEE

COMPANY: **Town of Tyrone Recreation**

BY: _____
Name/Title

LESSOR

AMUSEMENT MASTERS PRODUCTIONS, INC d.b.a. AMPI

BY: *Kelly Smink*
(digital signature)

Kelly Smink
President

Initials: _____

Date: _____

LAWYER COMMENTS REGARDING AMUSEMENT MASTERS CONTRACT FOR OCTOBER 5, 2024

?

To:

?

Lynda Owens

Cc:

?

Brandon Perkins;

?

Krista McClenny; Phillip Trocquet <ptrocquet@tyrone.org>; dadaven@bellsouth.net

Fri 9/6/2024 11:08 AM

?

You forwarded this message on Mon 9/9/2024 11:46 AM

Caution: This email originated from an external sender. Verify the source before opening links or attachments.

I have not incorporated drafts. I received PDF documents and am working to quickly turn this around.

Please note the following issues:

1. The non-refundable deposit was 10% of the 2023 agreement. That was \$670.00. Under the current suggested language, the NON-refundable deposit is \$10,070.00 (50% of the value). Last year this company agreed to 10% non-refundable deposit. This is at paragraph 4
2. The Paragraph 7 Damage Waiver was NOT a part of last years agreement. I would recommed removal as it includes access to the Town insurance.
3. The indemnity clause at paragraph 11 was amended last year to cause indemnity of the Town in cases where damage is attributable not Just the Company. This indemnity should be reincorporated.
4. Paragraph 14 concerning a weather cancellation. Just as last year, the refund will be forfeited if cancellation occurs. If we cancel the day of, that must occur before the trucks leave the lessor site in order to limit the loss to \$10,075 and avoid the full \$20,150.00 becoming payable.
5. Under the weather provision, language allowing the Town to reschedule within 180 days if a rain out occurs while the vendor is on site has been removed. This is the only change I was made aware of in reviewing this agreement. It is not the only change. I advise it be reincorporated or making council aware of the \$20,150.00 forfeiture.

Let me know if you have any questions,
Ali

E. Allison Ivey Cox
McNally, Fox, Grant & Davenport, P.C.
100 Habersham Drive
Fayetteville, Georgia 30214
(770) 461-2223