



TOWN COUNCIL MEETING **August 01, 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 the July 18, 2024 Council minutes.
2. Approval for the purchase of a Ford F150 Police Responder vehicle from Wade Ford for the Police Department under state contract pricing of \$46,334.00.
3. Approval of the Action Wrestling agreement for the Founders Day performance on October 4th for \$5,000.
4. Approval of A Blast Band agreement for Founders Day entertainment on Saturday, October 5, 2024, for \$4,000.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

[5.](#) Approval for the renewal of Town Hall, Police/Court, and Library copier lease agreements. **Dee Baker, Town Clerk**

[6.](#) Consideration of a Certificate of Appropriateness architectural approval for applicant Steven Gulas for parcel number 0726051. **Phillip Trocquet, Assistant Town Manager**

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

July 18, 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:

Sandy Beach, Finance Manager

Randy Mundy, Police Chief

Scott Langford, Town Engineer / Public Works Director

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.*

A gentleman from the audience (inaudible) inquired about a possible hotel plan that would be located at the Southampton shopping center in front of the residential area. Mayor Dial shared that the item was on a previous agenda but not tonight.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Campbell, seconded by Council Member Hunter.

Voting Yea: Council Member Furr, Council Member Whelan, Council Member Campbell, 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 the June 20, 2024 meeting minutes.
2. Approval of 74 South LLC's Stormwater Management Operations and Maintenance Agreement (for 74 South Business Park located at 1400 Senoia Road) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.

3. Approval of the Pyro Enterprises Fireworks agreement for the Founders Day fireworks display on October 5, 2024, in the amount of \$11,000.

A motion was made to approve the consent agenda.

Motion made by Council Member Whelan, seconded by Council Member Campbell.

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

VII. PRESENTATIONS

VIII. NEW BUSINESS

4. Appointment of Mr. Joram Kiggundu to Post 4 of the Town of Tyrone Planning Commission. Eric Dial, Mayor

Mr. Kiggundu shared that he had lived in Town for approximately three years in the Southampton subdivision. He has attended several meetings and participated in the Tyrone 101 course given by Mr. Perkins and staff. He added that he was glad to be a part of the Town and looked forward to serving on the Planning Commission. Mayor and Council welcomed him.

A motion was made to approve the appointment of Mr. Joram Kiggundu to Post 4 of the Planning Commission.

Motion made by Council Member Campbell, seconded by Council Member Hunter.

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

IX. PUBLIC HEARINGS

5. Public Hearing for the consideration of an Alcohol License application from Erum Ali for Sayan Properties 3 LLC d/b/a Glendalough Manor, located at 200 Glendalough Ct. for retail consumption of malt beverage, wine, and distilled spirits. Dee Baker, Town Clerk

Ms. Baker shared that the public hearing was for the consideration of an alcohol license for Erum Ali for Sayan Properties 3, LLC, d/b/a Glendalough Manor located at 200 Glendalough Ct. The application was for retail consumption of beer, wine, and distilled spirits.

She added that legal counsel had reviewed the application, and the required legal ads and signage had been placed according to the Town's ordinance. If approved Ms. Ali would be issued the Tyrone alcohol license to apply for her State license. Once the state license was issued, she could commence alcohol sales at that location. Ms. Baker recommended approval.

Mayor Dial opened the public hearing for anyone who wished to speak in favor of the item. No one spoke.

Mayor Dial opened the public hearing for anyone who wished to speak in opposition to the item. No one spoke.

A motion was made to approve the alcohol license for Erum Ali for Sayan Properties 3, LLC d/b/a Glendalough Manor located at 200 Glendalough Ct. for retail consumption of malt beverage, wine, and distilled spirits.

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

Council Member Hunter shared that a citizen reached out to him from a neighborhood near Glendalough. Their complaint was that often the celebration would continue outside and become very disruptive and noisy. He suggested reaching out to neighboring communities, building relationships with them and being cognizant of their concerns.

6. Consideration of a rezoning petition from applicant Clarendon Place, LLC to rezone a 32.949-acre tract with parcel number 0738-156 from C-1 (Community Commercial) to TCMU (Town Center Mixed-Use). Phillip Trocquet, Community Development

Council Member Furr recused herself from voting and commenting on the item.

Mr. Trocquet explained that he would combine the two public hearings and that the items were tabled from the May 16, 2024, Council meeting. He added that one was a northern, the other a southern tract. The tabling gave the applicant an opportunity to revise their plan. He stated that regarding the Town's Comprehensive Plan and the development plan, it was located with the Town Center Mixed Use zoning. The TCMU zoning required a more traditional grid-type street pattern with no front-loaded garages facing the street.

Mr. Trocquet stated that since the previous plan, discussions have taken place regarding green space, townhomes, and the layout of the development. He shared that the developer designed a more centralized green/park space and removed the townhomes. He displayed the different styled homes, some of which had rear access through an alleyway, and some with a side access. The developer also reduced the number of cul-de-sacs to one. Mr. Trocquet stated that the number of homes was reduced from 125 to 106. He added that there were 1.9 units per acre, Southampton had 2 and four units per acre, and Tyrone Acres had 2 units per acre. He stated that there were more across the Town with 2 units per acre.

Mr. Trocquet shared that regarding the ordinance compatibility, the TCMU district did encourage walkability with a commercial component. He displayed the 1.6-acre commercial parcel that was in place of the previous townhomes. He stated that regarding the environmental aspects of the development, in the past there was a hold placed on the property from the Environmental Protection in 2008.

Staff understood that the hold no longer existed, and that the developer could speak more about that. Mr. Trocquet stated that during the site process, staff would be reviewing all plans. He stated that the plan was directly tied to the zoning ordinance as it was a Planned Unit Development, PUD, and the developer could not detour from their plan, only minor technical issues.

Mr. Trocquet mentioned the impact on the infrastructure and roadways. The northern tract was C1 (Light Commercial), and the traffic impact would be roughly 1,000 trips per day. He displayed the traffic impact regarding the different types of businesses that were allowed in C1 zoning. He stated that at the lower end, medical and dental offices would produce less impact, and convenience stores and grocery stores would be on the higher end of traffic flow.

He stated that upon the Technical Review Committee review, comments were made regarding future environmental items: staff did not consider adjustments to the layout because of environmental compliance as constituting a feasibility constraint for the purpose of meeting the above standards. He added that staff determined that the base zoning of TCMU was appropriate and that the current development plan met the minimum standards set forth in the Comp Plan, Ordinance, and Downtown Plan.

Mr. Trocquet shared that if Council desired to approve the rezoning request he recommended approval with the following conditions: the existing structures on 165 Palmetto Road be demolished within 90 days of rezoning. The developer dedicated adjoining R/W of Palmetto Road, Spencer Lane, and Arrowood Road (not associated with the Roundabout) and connectivity was also needed to the southern tract.

Mayor Dial stated that as the property was currently zoned, the uses toward the bottom of the displayed graph would be how traffic could impact it. He then asked for clarification, if the current BP gas station was placed within the proposed commercial zoning, it would create an increase in traffic flow. Mr. Trocquet agreed and added that during peak hours the gas station would see 40-50 trips per hour.

Council Member Campbell asked Mr. Trocquet, with the current zoning, what were the uses where the two existing buildings are located. Mr. Trocquet shared that some of the uses would be office space, a shopping center, retail, a small supermarket, a bank, a pharmacy, restaurants, fast food, and a gas station/convenience store with heavy conditions.

Council Member Hunter inquired that as the property was currently zoned, the developer could place any of those uses without coming to Council. Mr. Trocquet clarified that, yes, on the northern tract. The southern tract was currently zoning AR (Agricultural Residential) which was larger single-family homes. Council Member Hunter then clarified if a pet cemetery could go on an AR lot. Mr. Trocquet stated that it could, with conditions.

Council Member Campbell stated that AR zoning would allow the development of a pig farm. Mr. Trocquet stated that yes, they could without Council approval, however, they would need Planning Commission approval, along with staff review, depending on the scope.

Mayor Dial stated that if rezoned to a residential development the traffic impact would be lower. Mr. Trocquet agreed and added that the current zoning would bring more traffic with the uses available. Mayor Dial referred to the density display and shared that currently, the Town had 8 neighborhoods that were of the proposed density or more. Mr. Trocquet agreed.

Council Member Hunter asked what the developer was allowed. Mr. Trocquet stated that along with the contextual element, the ordinance allowed 4 units per acre. The developer was requesting 1.9 units per acre.

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

Richard Ferry, the applicant, spoke regarding his request. He stated that he was representing Brent Holdings/Clarendon Place, LLC. The property was initially purchased in 2018 and they had approached the Town with several applications over the years including incorporating the current two buildings, a residential development, and a combined development before Council. The northern property was surrounded by 3 roads and the development standards would allow 4 units with a road. The commercial side would allow all the uses under the current zoning. After reviewing the Comprehensive Plan/Future Land Use Map they decided to apply for the Town Center Mixed-Use (TCMU) zoning on page 47 of the Comp Plan.

Mr. Ferry shared that after hearing the public comments regarding their displeasure with the townhomes facing Arrowood Road, they removed them. They also added the commercial element which was called for in the TCMU zoning. They also removed most of the cul-de-sacs. The new layout included the called-for traditional grid pattern of streets. He added that removing the townhomes also added more green space. An easement was also added for the creation of a trail. This could also be used as a tie-in to the neighboring development. Mr. Ferry also mentioned how the commercial would tie into the future roundabout.

Mr. Ferry then shared his staff's comments regarding the Town's LCI study-Envision Tyrone as it related to their revised plan. Page 70 reads... *clustering of single-family homes centered around community nodes, such as greenspaces, give a feeling of increased density, while staying true to the quaintness and small-town feel that Tyrone enjoys.* He clarified that the lots were smaller but clustered to create more greenspace. He gave the example of the neighborhood across the street which had no green space or buffers.

Mr. Ferry then referred to page 46 of the LCI, ... *From a development design perspective, the key is in avoiding dispersed development projects that are unrelated to one another and exist in isolation at random locations.* The key was to have connections from one neighborhood to another, which they have accomplished. He stated that page 47 stated, ... *Road connections should be made whenever possible in order to allow for traffic dispersion in a grid-like fashion.* Page 49, ... *Traditional neighborhood developments assuming a primarily residential pattern with a small amount of supporting commercial in the correct context should emulate traditional architecture incorporating elements outlined in the Town Center Overlay.*

Council Member Hunter asked if while keeping greenspace, they would keep the mature trees. Mr. Ferry stated that it would be a challenge, however, most areas surrounding the creek would be preserved. The southern tract would be more of a challenge and would result in the replanting of trees. There would also be a 75-foot buffer along the adjoining residential pieces. Along the road would be a berm and replanting of trees.

Council Member Campbell inquired about the northern tract and how residents would enter through the garage. Mr. Ferry displayed slides indicating how the homes would be built. He then referred to page 121 of the LCI study which had a drawing displaying rear parking. Council Member Campbell read section G. *Driveway to extend a minimum of 20 feet behind the front façade of the primary structure for rear parking.* Mr. Ferry shared that they created a development in Senoia that mimicked that and would incorporate that in Tyrone.

Council Member Whelan pointed out that Mr. Ferry had large front porches and no front garages as per the ordinance, which she liked, also coming from a small town.

Council Member Campbell inquired about the homes becoming rental homes. Mr. Ferry stated that it would be capped by the HOA at 10%-15% with no tourist homes.

Council Member Hunter inquired about the current price point of the homes. Mr. Ferry shared that currently, the homes would be priced at \$600,000 which could change depending on the market. Council Member Hunter asked if the homes would be presales or spec homes. Mr. Ferry shared that it would be a combination of both.

Mayor Dial asked if the development would use national or local builders. Mr. Ferry shared that he would like to stay local. Council Member Campbell asked if any of the homes would have a basement. Mr. Ferry shared that according to the topography, most would be on a slab. Mayor Dial clarified that until an HOA was created, the developer would control rentals. He asked Mr. Ferry to commit to the 10%-15% rental. Mr. Ferry stated that as the declarant he had the authority to control the rentals until the HOA takes over. For the HOA board to make changes they would need greater than a 50% vote to do so. Mr. Ferry then displayed renderings of the new homes with porches, and side and rear garages. He displayed one with a courtyard garage.

Council Member Hunter inquired if the same style of home would be used throughout. He clarified that they do not stagger the homes (one close to the road, one back further). Mayor Dial asked what the square footage would be. Mr. Ferry stated that there would be approximately 2,500 square feet. He moved to the commercial element and displayed renderings of a similar development. It would be landscaped and then displayed a general store with a style that would fit within the development.

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

Mr. Gary Chapo who lives on Arrowood Rd. spoke against the roundabout. It sounded like a good idea but large trucks with 53-foot trailers were still traveling down Arrowood Road. It would only get worse with the development. There were cars with two axles versus 50% of them being trucks with four to six axles. Would the potential homeowners know that their homes were built over hazardous materials?

Mr. Hunihan who lives on Arrowood Road stated that he appreciated that Clarendon Place, LLC made the recommended changes from the Planning Commission. He liked the general store and that they reduced the commercial area from 32 acres to 1 or two. He wished to see more commercial development such as a restaurant.

Ms. Diana Harvey who lives on Oakhurst Drive spoke and asked how the new development would affect the senior citizen's taxes. She also inquired about how fire services, rescue, and schools would also be affected. She shared her concerns about the roundabout how narrow the road was, and whether trucks be able to fit through the roundabout. We need a traffic light and an impact study. It does not seem like a good idea; however, it did need something for control.

Mayor Dial asked staff to clarify the need for a roundabout. Mr. Perkins stated that the need for a roundabout was the result of a traffic study performed by traffic engineers approximately 2 years ago. The 2017 SPLOST called for a mini roundabout. We realized that would not be sufficient, so an engineer was hired for the study. The "traffic circle" was designed to handle commercial vehicles, current traffic, and future traffic. During the study, a traffic light was mentioned but not a choice of the engineers. He added that the ongoing costs to maintain a traffic light were much higher than a roundabout. Mr. Trocquet stated that the level of service for that intersection during peak hours registered as a "D" which was failing. The roundabout would bring the intersection up to a free-flowing A- or a B+. The county also completed traffic studies and due to the connection to Collinsworth Road and Interstate 85, the road would eventually be widened to a 4-lane highway. The plan was heavily opposed by residents, so the plan was to keep Palmetto Road traffic flowing and the speed low.

Ms. Dena Cowan who lives on Arrowood Road shared that her concerns were regarding the traffic, conservation of trees, and that the homes closest to Arrowood and Palmetto Roads, would be back facing the road. She thanked Mr. Ferry for the modifications to the plan and asked if there would be a fence or trees to block that view.

Barbie Wafford who lives on Palmetto Road spoke regarding the roundabout. Is it going to be one or two lanes, was it going to be massive? She added that traffic was horrendous. She suggested a traffic light as the one at Tyrone/Flat Creek Road.

Mr. Rockne Vidourek who lives on Crestwood Road shared that he grew up in Tyrone, moved away, and came back for the non-cookie-cutter neighborhoods. He was disappointed with the number of lots proposed for that small size of land. He agreed that traffic was an issue and suggested more greenspace and trees within the proposed development along with bigger lot sizes.

Mr. Chris Marosy spoke regarding population growth. He thanked Mr. Trocquet for his clarity. He asked, how big does Tyrone want to be. He hoped that the traffic engineer did not do any work with Fairburn or Peachtree City. We need to look at the scope and pause with the current information so citizens can be objective. The current zoning ordinance needs to be looked at, so we are not taken advantage of. He added that all citizens needed to be informed and not act in haste. He thanked Mr. Ferry for the changes but added that he did not like the alleyways. He liked that the project was moving forward but wanted to pause for all citizens to have more information.

Amalie Rosales who lives on Arrowood Road shared that she had been a resident of Tyrone for 20 years and wanted to give a younger opinion. She liked the fact that the current homes were front-facing and inviting. She wished that the proposed development would be integrated into the rest of the area. She was also concerned with the current speed limit on Arrowood and the future influx in traffic. She would like to see front-facing lots and more green space. She added that she would also like to see kids playing in their front yards and riding their bikes, subdivisions cut off from the rest of Town was a tragedy.

Rebecca Marosy who lives off Arrowood Road spoke regarding the roundabout. She stated that the community was happy with the D rating because it did not attract traffic. An A rating would invite more traffic. The current influx of traffic in Fairburn makes it difficult for Peachtree City residents to get to I85. Those residents are diverting into Tyrone onto Palmetto/Collinsworth Road to I85. We do not want to be the natural flow to an already backed-up 85 access from Collinsworth. She added that the Stars Mill area was still developing and all that traffic and the rest of the county would be coming through Tyrone to the Interstate. People are happy with the D rating detouring travelers around Tyrone. She appreciated the developer removing the townhomes, and then pointed out the importance of larger lots. Our land is our access, others that want land are traveling to south Coweta and Hogansville for land.

(Young) Edison Marosy who lives off Arrowood stated that having more houses took up a lot of room leaving very small yards. Kids' parents are not able to take them to the park every day which leaves them playing video games inside which is not good.

Tara Bryan who lives on Westmont Way shared her concerns with the possibility of more traffic coming through Southampton to Hwy 74 if traffic became more of an issue.

David Swafford who lives on Palmetto Road shared his concerns regarding the traffic on Palmetto Road, especially the 18-wheelers and dump trucks. It is very dangerous. There must be a solution to traffic. It would be an issue with the roundabout and if the train was stopped, traffic would back up. He also asked where the entrance and exit were to the commercial property for the development.

Mr. Ferry appreciated Edison's comments and he would love to produce bigger front yards; however, the market shows a need for more greenspace and smaller lots. He stated that regarding taxes, fire services, and schools, that type of house would pay for itself. He clarified that there were 6 lots that backed up to Arrowood Road. A berm would be created, and he did not like fences, he would place a green fence with magnolia trees and evergreens. Initially, the townhomes fronted Arrowood, and no one liked that either. It made more sense for the homes to face the access road within the subdivision. He stated that regarding the Southampton cut through, the study did not indicate that, however, it was possible. He did not mean to begin the traffic conversation, but he believed that everyone would adjust to the roundabout.

Mayor Dial asked for clarification on the entrance and exit to the commercial property. Mr. Ferry stated that it would be approximately 150 feet off the roundabout. Mayor Dial stated that travelers would save more time if they would cut through the Publix parking lot if they were to cut-through, not Southampton.

Council Member Campbell stated that the traffic issue was separate from the development. The roundabout design came long before the development. He mentioned that the GDOT would be shutting down the corridor at Interstate 85 for at least 2 years. Also, Peachtree City would be working on the 74/54 intersection. Tyrone was and would be a cut-through. Our roads are public roads, we are concerned about traffic. He added that traffic was the number 1 priority in any subdivision. Our police department is second to none, but the officers cannot be everywhere at one time. He stated that the roundabout would help the traffic flow. Would it cut down on traffic? No one knows the answer to that, but we will do our best.

Council Member Whelan asked for clarification on how the green space would be used.

Mr. Ferry stated that there would be a trail around the creek conservation area. It was a great amenity, and the HOA would maintain it. The lower conservation area could house a "tot lot" or small playground, a pavilion, or a dog park. It would not be able to house a pool. He added that another requirement would be the multiuse cart paths connecting other developments.

Council Member Hunter shared that the multiuse paths were key as the Town was currently further developing Shamrock Park. Connectivity to the paths would bring more residents downtown and to the park.

He added that the Downtown Development Authority (DDA) was currently working with an individual to bring another restaurant downtown. He thanked Mr. Ferry for taking the public's input into consideration, most developers have a plan in mind and try to force the idea without citizen input. Mr. Ferry thanked Council for the time to amend the document.

Mr. Davenport stated that multiple parcels required multiple public hearings. He advised to hear both public hearings before a vote.

Mayor Dial asked Mr. Trocquet if there was a separate presentation. Mr. Trocquet stated that there was not, however, he restated the conditions of the northern property. The demolition of the two buildings on the property for the northern tract, for the southern tract would be the addition of the access point, and for both properties any right-of-way would be dedicated to the Town.

Mayor Dial asked the applicant if he had anything further to add regarding the southern tract. He did not.

Mayor Dial opened the public hearing for anyone who wished to speak in favor of the rezoning of a 21.887-acre tract with parcel number 0738-158 from AR (Agricultural Residential) to TCMU (Town Center Mixed-Use). No one spoke.

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

Melanie Allen who lives on Arrowood Road asked for clarification on the side and front yard measurements. Her understanding was that between properties were 5 feet and the front yard was only 15 feet which calculated to 10 feet in between homes. In her opinion, these were still townhomes. She stated that their son was 7 and due to the traffic on Arrowood he was unable to ride his bike. Her husband grew up in their house and in the 80's and 90's was able to ride his bike all over Tyrone. Growth was inevitable but as a young family, we would not purchase these homes because our kids would not be able to play outside. As Edison said, kids need outside time, not screen time. She and her husband grew up in Tyrone and have fond memories, the more Tyrone builds and packs residents in, the more we lose that small-town feel. She added that the trees needed to remain, and the decision should be clear-cut.

Ms. Stalling Marosy who lives on Alison Way shared that the homes would be bought however, do we want high density? The southern tract was zoned Agricultural Residential for larger lots which added to Tyrone's charm. Would they still be able to have gardens and chickens, and land to call their own? Her family lived on a one-acre lot and was still able to have those things and to live close to Atlanta. She stated that it was said that the proposed development was compatible with the surrounding neighborhoods. It seemed that the surrounding neighborhoods had larger lots and several farms.

She stated that she understood that growth was inevitable, however, another dense neighborhood to add to the 8 was not necessary. We need to get away from cookie-cutter neighborhoods. Her family came from Decatur, and it made her mom happy that they could ride their bikes without the traffic.

“Cheryl” spoke regarding the through traffic in the Southampton subdivision. The development would bring more traffic through the neighborhood, they already speed, so it would be worse. She mentioned that Publix parking was difficult to locate. Would there be another grocery store? Publix was attracting Fairburn citizens. We keep building but adding another grocery store would accommodate the new growth.

Mr. Ferry answered the question regarding 5-foot side yards and 15-foot front yards. That was correct according to the ordinance and the comprehensive plan. He indicated that the “yellow” lots would have the driveways on the side leaving additional front and side space. Mayor Dial clarified that homes would be at least 10 feet away and some more including the driveway. Council Member Campbell clarified the conditions as the two buildings being taken down on the northern tract within 90 days, the connectivity on the southern tract, and the

Council Member Furr recused herself.

A motion was made to approve the rezoning of parcel number 0738-156 from C-1 (Community Commercial) to TCMU (Town Center Mixed-Use) for the 32.949 acre-tract with the conditions that the two current buildings be demolished within 90-days and that the developer dedicates adjoining R/W of Palmetto Road, Spencer Lane, and Arrowood Road (not associated with the Roundabout).

Motion made by Council Member Campbell, seconded by Council Member Whelan. Voting Yea: Council Member Whelan, Council Member Campbell, Council Member Hunter. Council Member Furr recused herself.

7. Consideration of a rezoning petition from applicant Clarendon Place, LLC to rezone a 21.887-acre tract with parcel number 0738-158 from AR (Agricultural Residential) to TCMU (Town Center Mixed-Use). Phillip Trocquet, Community Development

A motion was made to approve the rezoning of parcel number 0738-158 from AR (Agricultural Residential) to TCMU (Town Center Mixed-Use) for the 21.887-acre tract with the condition that the developer dedicates adjoining R/W of Palmetto Road, Spencer Lane, and Arrowood Road (not associated with the Roundabout) and connectivity was also needed to the southern tract.

Council Member Furr recused herself.

Motion made by Council Member Campbell, seconded by Council Member Hunter. Voting Yea: Council Member Whelan, Council Member Campbell, Council Member Hunter. Council Member Furr recused herself.

X. OLD BUSINESS

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.*

Ms. Lynn Redwood who lives on Trickum Creek stated that she served on the Planning Commission for 8 years and the Town Council for 2 years and was sympathetic with the citizens regarding growth. She stated that the Comprehensive Plan began in the 80's, which included Planned Unit Development. That was when the 1-acre lots became 4 units per acre. She asked them to review the Comprehensive Plan look at the areas in question and determine if the zoning was appropriate and if that was the direction the Town wished to go in. Now would be the time to change the zonings.

XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

Council Member Hunter asked staff when the last time the Comprehensive Plan and Future Land Use Map was discussed. Mr. Trocquet shared that the Comprehensive Plan was updated in 2021 and the Land Use Map in 2022. There were multiple public engagement sessions, including online participation and multiple public hearings, where approximately 500 citizens were involved.

Council Member Hunter shared that there was also the Citizen Academy which allowed citizens the opportunity to voice their opinions on zoning matters. We have inherited decisions made in the past which have become a legal document that Council followed by the law. It was in the best interest of the citizens that Council follows the law to prevent us from getting sued and protect taxpayer dollars. Council would also do right by Tyrone regardless of how citizens feel about our decisions. The applicant had owned the land for a long time, it was a process, and he had rights. He added that Council would also protect the citizens and their property rights. He stated that Mayor Dial asked everyone to stay civil and he realized that citizens were emotionally charged. Council Member Hunter asked that citizens respect the process and be informed. Get involved with the Citizen Academy. We as Council are also citizens and homeowners and do our best as Council. He understood that things did not go as some had planned, however, Council was going to do what was legal and ethical.

Council Member Campell shared that he would like for Council to consider that the Tyrone Police Department needed to hire an additional two officers moving forward which would bring the force to twenty members. He suggested that one new hire begin on January 1, 2025, and the other begin by July 1, 2025.

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

Mayor Dial asked Chief Mundy what the formula was for the need for additional officers.

Chief Mundy stated that currently there were seventeen officers, including himself, with two openings. After the additional two officers were hired a staff analysis would be carried out, usually indicating that there would be no need for more. However, studies did not include sick time, class time, and vacations as a factor. He also gave the example of when two officers were on duty at any time and one was performing an arrest, or visiting the jail, or hospital, other agencies would step in to assist and Tyrone usually helped other agencies as well. He stated that he would welcome two additional officers on a swing shift on each team. Chief Mundy informed Council that one officer was aiming to retire soon and if needed, the detective would also fill in when needed.

Mayor Dial asked what it would look like if two more were hired. Chief Mundy stated that currently there were two open positions and three applicants. The applicants would first perform a ride-along to get to know the officers they would be working with. Hiring had been difficult in the past; however, Council had made it easier with adjustments to pay, retirement, and benefits. The last candidate was sent to the academy and graduated close to the top of the class.

Mayor Dial asked about the cost of two additional officers. Mr. Perkins stated that based on base pay, benefits, and family insurance, the annual cost would be \$186,417.94 not including the full equipment and uniforms for both. That total would be approximately \$190,000 to \$200,000 for the first year, then approximately \$187,000 for both. Mayor Dial asked if the budget had already been approved, how would that process work? Mr. Perkins stated that if Council Member Campbell's proposal was approved, there would need to be a budget amendment for the officer in January. Next July, the second officer would be added to the FY25/26 budget.

Council Member Whelan asked for clarification regarding staffing and coverage. Chief Mundy explained that fully staffed would require three officers for each of the four shifts. With two additional officers, they would work a swing shift. That would assist with vacations, training, and sick time. The minimum staffing level would be two on each shift with a floater which would be three. Mayor Dial asked how it would affect the financial aspect and the millage rate.

Mr. Perkins explained that it was approaching the time to consider the millage rate and that he was working on a presentation. He shared that Tyrone had the lowest millage rate in the state. In cities below a population of 8,000, the average was 6.8 and Tyrone's was 2.889. For the last several years, the Town had been surviving off reserve funds. While budgeting the budget with reserve funds was good, the Town had a reserve policy. The Town could retain 50% of our operating costs in reserve, what was over and above was surplus for balancing the budget. The Town had been doing that for several years. He added that there would be a time when we would reach our minimum and the millage rate would not cover the costs.

Our millage rate brings in approximately \$1.8 million a year, payroll alone was \$4.5 million. He stated that within his presentation he would show what the millage rate brought to the police department's operating costs. The anticipated \$1.8 million from property taxes was 15% of the Town's operating funds.

He explained that most communities' millage rate covered 30% to 40% of the operating budget. Tyrone's police department's operating costs totaled approximately \$2.6 million. He stated that the current millage rate could not sustain Tyrone's operating costs. There will be a time soon when the Town will not be able to offer the services, pave roads, or pay the staff, by maintaining the current millage rate. The development that was just approved would pay taxes. 106 homes would not bring in as much as a data center, we want a combination of tax base and millage rate. He stated that one mill in Peachtree City did not mean the same as in Tyrone. Peachtree City had a larger population and a larger commercial tax base. Could the Town add officers and operate for a few more years, absolutely, but from a business standpoint, the Town could not sustain the current millage rate. An adjustment needed to happen within a 5-to-10-year period to sustain services and the paving of roads.

Council Member Hunter asked that even though residents' property tax bills increase every year, how much of that does the Town see? Mr. Perkins stated Tyrone's portion of your tax bill was only 9.7%. Council Member Hunter shared that if the tax bill was \$6,000, only \$600 would go to the Town. Mr. Perkins shared that based on the 2023 average home price of \$372,000, less than \$500 of those taxes went to the Town. Council Member Hunter stated that if the millage rate were to double, the taxpayers would see an increase of \$500 to \$600 in their tax bill. He added that Town's millage rate had not increased in 16 to 17 years, intentionally.

Mayor Dial requested that one police officer be approved and to not bind Council to the second until the next budget year. All agreed.

A motion was made for staff to begin the process of locating and hiring two additional officers.

An amended motion was made to hire one additional officer by January 1, 2025.

Motion made by Council Member Campbell, second amended motion by Council Member Whelan.

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

Chief Mundy clarified that one additional officer could be hired now. All agreed.

Council Member Whelan wished to echo Council Member Hunter's comments regarding Council being constrained by law from what was already on the books. She added that they wanted to keep Tyrone as it was, but growth was inevitable. No matter what we do someone would be unhappy but know that we have your interest at heart. We did hear you and the builder was responsive, kudos to you for being heard and having the development plan amended.

Mayor Dial gave an update on the Tyrone Post Office. He stated that a citizen sent a basic email complaint to the United States Postal Service (USPS) and received an email back. The email said that the Tyrone Post Office would not be reopening. That prompted Council into action again. Mayor Dial stated that he had spoken with the property owner four times over the last three days. That was news to the property owner as she had handed over the keys and they had signed a four-year lease. Mayor Dial then contacted our congressman's office for the congressional liaison from the postal service. They had no luck. He then contacted the Federal Government Affairs office for the post service, which was forwarded to the Acting Manager of Customer Relations in Atlanta. Her response at first was, it was her understanding that it would not be reopened but she would check with the Facilities Manager. She called back three hours later and stated that they were rebuilding that facility. Mayor Dial shared with her that it was completed, and it had been built for the last two years, and that she had the keys and was paying the lease. She assured Mayor Dial that it was being reopened but that she was not sure when. He added that there were people more powerful than Tyrone Council that were advocating for the reopening. It could be next week, or three months from now.

Mayor Dial thanked Ms. Angela Haynes for being patient and asked her forward to introduce herself. Ms. Angela Hayes spoke regarding her run for the Fayette County Tax Commissioner position. She stated that she lived in unincorporated Fayette County and her background was in finance and accounting. She worked as the Controller for the Atlanta Life History Center, the Director of Operations for Atlanta Life Financial Group, an Executive Consultant for Fanny Mae in Washington, D.C., an auditor for Habitat for Humanity, and currently an accounting analyst for Assurant. She added that she had served on the board of Georgia's Association of Certified Flood Examiners and was the current Treasurer for the Democratic Party. She was also a retired member of the American Institute of Certified Public Accountants. If elected, she would go beyond what the Georgia Department of Revenue offered and host learning sessions for citizens to better understand how their tax dollars were spent. She would also send out newsletters. She would like citizens to better understand how community development helps cities better survive. She would request to work with Council Members and Commissioners to better inform the public about their taxes, she added to please consider her on November 5th. Jokingly, Mayor Dial asked Ms. Haynes if she had any contacts with the USPS. She stated that she could contact Senator Jon Ossoff.

Mr. Davenport explained that on June 20, 2024, Council approved a resolution regarding Federal funding for transportation projects that Fayette County and Tyrone would be participating in. The project was the Tyrone/Palmetto Road and Tyrone would have a local match for the project. He added that the scope of the work on the project sheet reflected the Fayette County numbers, not Tyrone's. He shared that the original numbers were a local match of \$487,682.59, Federal at \$1,950,730.8, and totaled \$2,438,412.97. The actual Tyrone numbers should have been Tyrone \$191,785.29, Federal \$767,141.16, and total 4958,926.45. He recommended approval of revised resolution 2024-06 Rev. which superseded the previous resolution.

A motion was made to approve Resolution 2024-06 Revised.

Motion made by Council Member Hunter, second amended motion by Council Member Whelan.

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

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Campbell.

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

The meeting adjourned at 9:25 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 1, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration to approve the purchase of a Ford F150 Police Responder vehicle from Wade Ford for the Police Department under state contract pricing for \$46,334.00.

BACKGROUND:

This vehicle will replace a detective vehicle that is being marked and equipped for use by a patrol officer.

FUNDING:

1. \$46,334.00 from the FY2025 Administration Vehicle Budget.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Quote

PREVIOUS DISCUSSIONS:

None.



PRICING PROPOSAL

DATE Wednesday, July 24, 2024

GA STATE WIDE CONTRACT 2024 UTILITY POLICE INTERCEPTOR (99999-001-SPD0000183-0006)

Account Manager: RON MORGAN

CUSTOMER TOWN OF TYRONE
 CONTACT MAJOR VAN BROCK
 PHONE 770 487-4732 EXT 206
 EMAIL vbrock@tyrone.org
 ADDRESS

VEHICLE		TRADE	
Vehicle	2023 POLICE RESPONDER	Vehicle	
Color	OXFORD WHITE		
Stock #	PKD03869	VIN	
		Miles	
PRICING		Actual Value	
Vehicle Price	\$52,175.00	Tires	-
STOCK FEE	\$500.00	Mileage Adjustment	-
Tag/Registration Fee (estimate)	\$0.00	Mechanical repairs	-
DOC	\$0.00	Brakes	-
Vehicle Selling Price	\$52,675.00	Scratches / Paint	-
TOTAL UPFIT	\$0.00	Body Damage / Dents	-
Customer Rebates / GPC	- (\$6,341.00)	Extra Allowance	+
Difference	\$46,334.00	Allowance:	\$0.00
		FLEETTAIL	
Taxes 7%	+ \$0.00	Name	
Trade Payoff	+ \$0.00	Address	
Maintenance Plan 7 / 100	+ \$0.00	Phone	
Service PLAN 7 / 100	+ \$0.00	Email	
Shipping Fee	+ \$0.00		
Balance Due (estimate)	\$46,334.00		
Total Quantity	1		
Order Total	\$46,334.00		
NOTES			
<p><i>This sales order does not guaranty available.</i></p> <p><i>A purchase order is required to guarantee availability.</i></p>			

X

Buyer _____ Date _____

Ron Morgan

Account Manager _____ Date 7/24/2024



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 1, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

Action Wrestling Show October 4, 2024.

BACKGROUND:

Background/History:

The lawyer has made suggested revisions. Action Wrestling has agreed. The contract is signed by Matt Griffin, owner of Action Wrestling

FUNDING:

\$5,000.00 Budget Line Item#230-62.51.1350

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

Contract

PREVIOUS DISCUSSIONS:

Click or tap here to enter text.

Performance Agreement

This performance agreement is between ACTION WRESTLING LLC, a(n) Georgia Limited Liability Company (the "**Performer**") and TOWN OF TYRONE/RECREATION DEPT, a(n) Georgia General Partnership (the "**Buyer**").

The Performer is a Live Professional Wrestling Events.

The Buyer wishes to engage the Performer as an independent contractor for the purpose of performing at the premises known as Shamrock Park (the "**Venue**").

The parties therefore agree as follows:

1. PURPOSE.

The Buyer hereby engages the Performer, and the Performer hereby accepts such engagement, to provide the performance and services described in section 3 (the "**Performance**").

2. COMPENSATION.

(a) **Performance Fee.** As full compensation for the Performance, the Buyer shall pay the Performer by cash, or by money order or check made payable to ACTION Wrestling LLC a total sum of \$10000 (the "**Performance Fee**"). The Buyer shall pay the Performance Fee in full before the start of the Performance.

(b) **Additional Services.** The Buyer may purchase the following Additional Services at the following rates:

- (i) additional performance time, if requested by the Buyer and agreed to by the Performer, will be provided at the rate of \$0 per 0 minutes.
- (ii) if the Venue requires extra set-up or take-down time, or if equipment must be carried by the Performer distances greater than 0 feet, an additional labor fee of \$0 per 0 minutes.

3. DATES, TIMES, AND PLACE OF PERFORMANCE.

In exchange for the Performance Fee, as set forth in section 2, the Performer shall provide the Performance as follows:

(a) **Performance Venue.** The Performance will be held at the Venue. The address of the Venue is 960 Senoia Rd, Tyrone, Georgia 30290.

(b) **Date(s) and Time(s).** The Performance will take place on the following date(s) and time(s):

Date

~~10/03/2025~~
10/03/2025

10-4-2024
MFG

Time

between 7 p.m. and 9 p.m.
between 7 p.m. and 9 p.m.

- (c) **Length of Performance.** The Performance will be no fewer than 90 minutes, and no more than 135 minutes.
- (d) **Description of Performance.** The Performer will provide the following Performance: Live, choreographed professional wrestling with able-bodied and trained stunt performers..
- (e) **Performance Content.** The Performer shall have sole control and responsibility for all content and creative elements of the Performance. However, the Performance shall not include any of the following: Performance will be family-friendly appropriate.
- (f) **Set-up and Take-down.** The Performer may begin set up for the Performance 6 hours before the Performance. The Performer shall complete take down for the Performance no later than 2 hours after the Performance.
- (g) Town will provide suitable changing area blocked off to attendees, and bottled drinking water .

4. RESPONSIBILITIES.

(a) Of the Performer. The Performer shall:

- (i) provide the Performance, asset forth in section 3 above;
- (ii) devote as much productive time, energy, and ability to the Performance and rehearsal of the Performance as may be necessary;
- (iii) complete the Performance safely, with professional effort and skill, and using adequate equipment in good working order;
- (iv) comply with any royalty fees, performance fees, or other obligations of any organizations, including unions, to which the Performer is subject, contractually or otherwise;
- (v) arrive at the Venue at least 2 hours prior to the Performance;
- (vi) control and direct the production and presentation of the Performance;
- (vii) supply all equipment and personnel necessary for the Performance other than the equipment and personnel to be supplied by the Buyer;
- (viii) arrange any travel and lodging in connection with the Performance and pay for any travel, lodging, or other expenses incidental to the Performance, including meals; and
- (ix) provide the Buyer with the Performer's biographical information and photographs.

(b) Of the Buyer. The Buyer shall:

- (i) provide reasonable assistance and cooperation to the Performer to enable the Performer to

complete the Performance;

(ii) take reasonable steps to secure the safety of the Performer and the Performer's property and personnel;

(iii) provide appropriate working conditions for the Performance, including suitable space, power, electricity, sound, and other services, as set forth in this agreement;

(iv) provide a stage 16 feet by 16 feet for the Performance and, on the request of the Performer, for no more than 1 rehearsals;

(v) supply power, lighting, and sound as set forth in more detail in a technical rider signed by the parties and attached to this agreement as **Exhibit A**;

(vi) supply the following equipment: appropriate seating for attendees, outdoor lighting to be set by ACTION officials, tables for merchandise sales, locker room/changing area;

(vii) supply 1 clean, well-lighted, ventilated, dressing room(s) with locks;

(viii) provide reasonable security to protect the Performer and the Performer's property on the stage and in any backstage areas, and ensure that no unauthorized people will have access to those areas. The cost of repairs, replacement, or medical treatment for any damages incurred to the Buyer's property, person, or personnel due to a lack of reasonable protection, except in the case of gross negligence on the part of the Performer, will be payable by the Buyer;

(ix) provide parking for 10 vehicle(s) of the Performer for a period of 6 hours, beginning 7 hours before the Performance, at a location close to the Venue;

(x) supply personnel to assist with the Performance and the set-up and take down of the Performance as follows: 5 all purpose;

(xi) provide consecutively numbered tickets and offer tickets for sale for the Performance at whatever price it deems appropriate, ushers, ticket takers, and front-of-house staff. All revenue from ticket sales shall be retained by the Buyer;

(xii) provide 100 complimentary tickets for guests of the Performer;

(xiii) provide an allowance of hot and cold beverages in the dressing room;and

.

5. TERM; TERMINATION.

(a) **Term.** This agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with subsection (b), will continue until the Performance has been completed and the Performer has been paid in full for the Performance (the "**Term**").

(b) **Right to Terminate.** This agreement may be terminated and the Performance cancelled:

- (i) by either party immediately on notice to the other party in the event of accidents, fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar legitimate event beyond that party's reasonable control (each a **"Force Majeure Event"**). In the event of a Force Majeure Event, both parties shall be released and discharged from any obligations and liabilities under this agreement, including the Buyer's obligation to make any payments to the Performer, and the Performer shall promptly refund the Buyer any payments, including the Deposit, already made by the Buyer in connection with the Performance;
- (ii) by the Buyer on written notice to the Performer. After the Buyer pays the Termination Fee, the Buyer will be released from any obligations under this agreement; and
- (iii) by the Performer on written notice if the Buyer fails to pay the Deposit. If this occurs, the Performer will be released from any obligations under this agreement.

6. RECORDING OF PERFORMANCE.

The Buyer shall use reasonable efforts to prevent the photographing, recording, broadcasting, transmission, or reproduction of the Performance. The Performer and his or her representatives may record the Performance and use any recording of the Performance for any purpose. The Buyer shall have no interest in any of the Performer's recordings of the Performance.

7. PROMOTION AND PRODUCTION.

The Buyer shall be responsible for all matters relating to the promotion and production of the Performance, and shall promote the Performance. The Buyer shall forward all copies of clippings, reviews, and posters to the Performer. The Buyer shall have the right, during the Term, to use the Performer's name, biography, photographs, and likeness in connection with the promotion of the Performance. The Performer may not use the Buyer's name in any promotional or advertising materials without the Buyer's prior written consent.

8. INSURANCE.

(a) Insurance Requirements. Before the Performance, the Performer shall acquire commercial general liability insurance coverage for personal injury, bodily injury, and property damage with a minimum combined single limit of \$1000000 per occurrence, \$1000000 aggregate. If these policies are cancelled or materially changed, the Performer shall provide 30 days' prior written notice to the Buyer.

The Performer is solely responsible for paying premiums and deductibles for this insurance.

(b) Certificates. The Performer shall provide certificate(s) to the Buyer evidencing the insurance coverage in subsection (a), with a statement that the Buyer is an additional insured and that the insurance is primary insurance as to any other valid and collectible insurance in force, before the Performance begins.

9. MERCHANDISE.

(a) Sales. The Performer shall have the right, at the Performer's option, to sell the following goods, products, merchandise, or services at the Venue before, during, and after the Performance: shirts, stickers, hats, dvds, pictures, autographs.

(b) Location. The Buyer shall provide appropriate and prominent space, including 6 feet tables table and 10 chairs, to the Performer at the Venue to facilitate the Performer's sales.

(c) Revenue Sharing. The Buyer shall have no right to any portion of the proceeds from the sale of the Performer's merchandise.

(d) No Other Sales. No other sales or distributions of merchandise including the Performer or his or her image or trademarks, may be made at the Venue.

10. RIGHT TO END PERFORMANCE.

The Performer reserves the right to end the Performance in the event of a legitimate threat or implied threat of harm to the Performer or any of the Performer's personnel or property.

11. INDEMNIFICATION.

(a) Of Buyer by Performer. The Performer shall at all times indemnify the Buyer against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty, or other loss (a "**Loss**") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "**Litigation Expense**") arising out of any breach of any of the representations or agreements made by the Performer under this agreement.

(b) Of Performer by Buyer. The Performer shall at all times indemnify the Buyer against any Loss or Litigation Expense arising out of any breach of any of the representations or agreements made by the

Buyer under this agreement.

12. NATURE OF RELATIONSHIP.

- (a) **Independent Contractor.** The Performer shall provide the Performance solely as an independent contractor. Nothing in this agreement may be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the parties, or as authorizing either party to act as the agent of the other. The Performer is and will remain an independent contractor in its relationship to the Buyer.
- (b) **Taxes.** The Buyer shall not be responsible for withholding taxes with respect to the Performer's compensation hereunder.

13. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the state of Georgia govern this agreement (without giving effect to its conflicts of law principles).
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Fayette County, Georgia.

14. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

15. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** The Performer may not delegate any performance under this agreement, except with the prior written consent of the Buyer.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

16. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or

unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section to a party at the following addresses: If to the Performer:

Matt Griffin
150 Berry Hill Ln Tyrone,
Georgia 30290
ACTIONWrestlingGA@gmail.com If to

the Buyer:

Lynda Owens
145 Commerce Dr
Tyrone, Georgia 30290
lowens@tyrone.org

(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

18. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this

agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. EFFECTIVENESS.


This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

22. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

Date: <u>7.23.2024</u>	ACTION Wrestling LLC  By: _____ Name: Matt Griffin Title: CEO Town of Tyrone/Recreation Dept
------------------------	--

Date: _____	By: _____ Name: Mayor Title: Title
-------------	---------------------------------------

ATTEST

Date: _____	BY: _____ (SEAL) Dee Baker, Town Clerk
-------------	---

EXHIBIT A

Attach technical rider with sound and lighting specifications.



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 1, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

The Blast Band performance on Founders Day, October 5, 2024

BACKGROUND:

Background/History:

The lawyer has made suggested revisions. The Blast Band has declined revisions. The original contract has been signed by an Rick Sanford, Blast Band representative.

FUNDING:

\$4,000.00 Budgeted/Sponsored Line Item#230-62.51.1350

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

Contract

PREVIOUS DISCUSSIONS:

Click or tap here to enter text.

BLAST BAND contract

From: Ali Cox <eacoxatty@gmail.com>

Sent: Fri, Jun 7, 2024 at 12:22 pm

To: lowens@tyrone.org

Cc: phillip.trocquet@tyrone.org

[4577 Blast Band 6 Piece For Town Of Tyrone Sat Oct. 5th 2024 \(1\) \(1\).pdf](#) (932.1 KB)

Hello Lynda –

Please find the Blast Band agreement above. Prior to accepting this please note the following :

1. The deposit amount in paragraph 2 should be no more than 10%, that is \$400.
2. Note that the deposit is non-refundable according to paragraph 4; and
3. Paragraph 5 should be redrafted to provide reciprocal protections to both parties

“ This agreement can be cancelled by either party with the written consent of both parties. In the event Purchaser, the refund shall be non-refundable. Should the event be cancelled due to action of **A Blast E** refunded within 30 days of cancellation.”

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

thanks
Lyn24!



Band provided

back line...

4577

Section VI, Item 4.

Agreement

THIS AGREEMENT, made this 13th day of March, 2024 between BLAST BAND 6 Piece (7) (Hereinafter referred to as "Artist"), Town of Tyrone (hereinafter referred to as "Purchaser") and **A BLAST ENTERTAINMENT**.

It is mutually agreed between all parties as follows: to the efforts of **A BLAST ENTERTAINMENT**, the employer hereby engages the Artist and the Artist hereby agrees to perform the engagement hereinafter provided upon all of the terms and conditions set forth herein. Type of event: Tyran Records Day

- (1) 960 Senora Rd Tyrone, GA
(a) Location: Lyn24 C- 770.378.5491 30290
Site contact/ph#: 30290
(b) Date of Engagement: SAT. OCT 5, 2024
(c) Hours of Engagement: 5pm - 7pm
(d) Attire: Casual
(e) Total Investment: 4000.00
(f) Overtime: 1000.00 per half hour

- (2) The Purchaser shall lock in talent by paying an Initial Investment of \$ 2000.00 to **A BLAST ENTERTAINMENT**, on or before the 13th day of April, 2024.

Cash ☐ Check ☒ Pay Pal ☐ CC ☐

- (3) The Purchaser shall pay the remainder of the Total Investment of \$ 2000.00 to the Artist, The Blast Band on or before the 5th day of Oct, 2024, as follows:

Cash ☐ Check ☒ Pay Pal ☐ CC ☐
By: _____

- (4) If, at any time after the execution of this Agreement, either the Artist or the Purchaser should become unable to perform their obligations, as stated herein, due to conditions beyond their control, including but not limited to death, fire, or an Act of God, then this Agreement is cancelled and the parties are not going to be help liable for non-performance. In any circumstance the deposit is non-refundable.

- (5) This Agreement cannot be cancelled by either party without the consent and authorization of **A BLAST ENTERTAINMENT**. In the event the Purchaser cancels without the consent of **A BLAST ENTERTAINMENT**, the Agreement price shall become immediately due.

- (6) The Purchaser shall at all times herein furnish the Artist with such facilities as covering, level performance area and electricity.

A BLAST ENTERTAINMENT to be held harmless from any liability arising from property damage or personal injury while providing the above services.

- (8) This instrument constitutes the full Agreement between the parties, and any representation, statements or communications not specifically incorporated herein, shall not be binding or of any force or effect.
- (9) The terms of this Agreement shall be construed to be severable, and if any portion thereof shall be declared invalid, then such invalidation shall not effect the remaining provisions of this Agreement and the same shall remain in full force and effect as if those such invalid provisions have been omitted.
- (10) Failure of any party herein to enforce any of the terms or conditions of this Agreement shall not act as a waiver of obligation upon any of the other parties hereto in the future performance of any conditions covered by this Agreement.
- (11) Purchaser shall provide the following:

- ☒ At least two (15A) 110V electrical outlets
☒ Stage/performance area 27' W x 16' D
Rooms: Doubles _____ / Singles _____
☒ Food allowance of _____ Veg _____
Beverage allowance of _____
☒ DJ Table
☒ Covering If Outside
☒ Other Sound Production

THIS AGREEMENT AND THE DEPOSIT MUST BE RECEIVED WITHIN FIVE CALENDAR DAYS OR THIS ENGAGEMENT WILL BE CONSIDERED CANCELLED.

We, the undersigned, confirm that we have read and do hereby approve each and every term and condition set forth in this Agreement, this _____ day of _____, 20____.

X _____
PURCHASER:

ADDRESS _____

ARTIST: C-678.480.8743

DAY OF CONTACT TELEPHONE _____

A BLAST ENTERTAINMENT NETWORK

"Bands & DJs For Fun, Memorable, Successful Events Every Time!"

Rick Sanford 2657 Camelot Court

web: www.ablast.info Duluth, Georgia 30096-6227

email: rick@ablast.info

cell: (678) 480-8743

Thank you for your business! We appreciate you!



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: August 1, 2024
Agenda Item Type: New Business
Staff Contact: Dee Baker

STAFF REPORT

AGENDA ITEM:

Copier renewal for Administration, Court/Police, and Library

BACKGROUND:

The four-year copier leases were up in June. The new lease will be under state contract through Milner. Milner has been our copier supplier for at least 12 years. We have a good working relationship which includes attentive maintenance staff. Both legal teams have discussed the agreement. I have included Attorney Stough’s concerns regarding 3 items which are included within the packet (email). Council needs to choose between a 48 month or 60 month lease.

FUNDING:

This item is budgeted through the small equipment line for each department.

STAFF RECOMMENDATION:

1. Approval of the Admin., Court/Police, and Library copiers through Milner’s state contract.

Or

2. Direct staff to seek three bids for copiers and have legal review all documents.

ATTACHMENTS:

.

PREVIOUS DISCUSSIONS:

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STATE OF GEORGIA
FAYETTE COUNTY

TONER INCLUSIVE GUARANTEED MAINTENANCE AGREEMENT
ADDENDUM

This addendum to the Toner Inclusive Guaranteed Maintenance Agreement for for certain equipment, hereinafter the “Agreement” is entered into this ____ day of _____, 20____, by and between the Town of Tyrone, Georgia, hereinafter called “Town”, and Milner, Inc., hereinafter called “Contractor”, for the purpose of revising certain provisions to the Agreement.

WITNESSETH:

1. Section 14 of said Agreement is hereby deleted in its entirety and replaced with the following:

“To the extent permitted by law, Customer shall indemnify and save Milner Document Products, Inc., harmless from any and all liability, loss, damage, expense, cause of action, suits, claims for judgments arising from injury to person or property, resulting from or based on actual or alleged use, operation or transportation, of the equipment or its location or condition after it has been delivered to the customer by Milner Document Products, Inc., except to the extent such liability, loss, damage, expense, cause of action, suits, claims for judgments arise due to the negligent or intentional conduct of Milner Document Products, Inc., or its employees, officers or agents.”

3. A new Section 19 is hereby added to the Agreement, to be read as follows:

“This Agreement was made in Georgia (“GA”); is deemed to be performed in GA and shall be governed and construed in accordance with the laws of GA. The parties consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court having jurisdiction in Fayette County, Georgia.”

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Addendum to the Agreement in shall be deemed an original on the date first above written.

TOWN OF TYRONE, GEORGIA

By: _____
ERIC DIAL, Mayor

ATTEST:

Contractor:

MILNER, INC.

BY: _____
(Authorized Signature)

NAME/TITLE:

(Please Print)

Address: _____

ATTEST:

STATE OF GEORGIA

FAYETTE COUNTY

**USAGE AGREEMENT
ADDENDUM**

This addendum to the Usage Agreement for certain equipment, hereinafter the “Agreement” is entered into this ____ day of _____, 20____, by and between the Town of Tyrone, Georgia, hereinafter called “Town”, and Milner, Inc., hereinafter called “Contractor”, for the purpose of revising certain provisions to the Agreement.

WITNESSETH:

1. Section 1, pertaining to “Usage Agreement”, of said Agreement is hereby revised by removing the fourth sentence of said Section in its entirety.

2. Section 4, pertaining to “Computer Software”, of said Agreement is hereby revised by removing the second sentence of said Section and by replacing it with the following:

“YOU grant to US security interest in and to the software license, including the software, and, to the extent permitted by law, shall indemnify and hold harmless from any claims, losses, liabilities, damages, judgment, suits and all legal costs and expenses arising out of the use or operation of the software or YOUR breach of such license agreement.”

3. Section 12, pertaining to “Indemnity”, of said Agreement is hereby revised by removing the second sentence of said Section and by replacing it with the following:

“To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim or losses or injuries caused by the Equipment, except to the extent such claim or losses or injuries are attributable to the negligent or intentional conduct of US or our employees, officers and/or agents.”

3. Section 13, pertaining to “Taxes”, of said Agreement is hereby revised by removing the fourth sentence of said Section and by replacing it with the following:

“To the extent permitted by law, YOU will indemnify US on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions.”

4. Section 16, pertaining to “Remedies”, of said Agreement is hereby revised by removing Subsection (c) of said Section and by replacing it with the following:

(c) Require that YOU return the Equipment to US. Such return of the Equipment shall not constitute a termination of this Agreement unless WE expressly notify YOU in writing. In the event the Equipment is returned and unless WE have terminated this Agreement, WE will sell or re-rent the Equipment to such persons and upon such terms as WE may determine, at one or more public or private sales and with or without notice to YOU and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any

such rental shall be discounted to the date of the usage agreement at six percent (6%) per year.

3. Section 21, pertaining to "Choice of Law", of said Agreement is hereby deleted in its entirety and replaced with the following:

"CHOICE OF LAW: This Lease shall be governed by, enforced and construed in accordance with the laws of the State of Georgia. YOU consent to and agree that jurisdiction over YOU and the equipment shall be with the Courts of the State of Georgia and Fayette County, Georgia."

4. By adding a new Section 25, pertaining to "Fiscal Funding Addendum", to said Agreement, to be read as follows:

"FISCAL FUNDING ADDENDUM: YOU represent that you reasonably believe that legally available funds in an amount sufficient to pay all Lease Payments payable herein during YOUR current fiscal year can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for such Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds for any fiscal year is solely within the discretion of YOUR then-current governing body. YOU are

only obligated to pay such Lease Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Lease Payments required to be paid in the next occurring fiscal year, this Agreement shall be deemed to be terminated at the end of then-current fiscal year. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then-current fiscal year, but failure to give such notice shall not extend the term of this Agreement beyond such fiscal year. If the Agreement is terminated in accordance with this Section, YOU agree to return the Equipment described in the Agreement in accordance with the return provisions of the Agreement. This Agreement shall terminate absolutely and without further obligation on the part of YOU at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed. This Agreement shall be deemed to be automatically renewed for the next succeeding fiscal year unless action is taken as described in this Section. WE shall have title to the Equipment. YOU shall not grant security interest in the Equipment to US. If a default under this Agreement shall occur, the amount that may be declared to be immediately due and payable pursuant to the acceleration remedy shall be limited to the unpaid Lease Payments for the fiscal year for which appropriations have been made.”

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Addendum to the Agreement in shall be deemed an original on the date first above written.

TOWN OF TYRONE, GEORGIA

By: _____
ERIC DIAL, Mayor

ATTEST:

Contractor:

MILNER, INC.

BY: _____
(Authorized Signature)

NAME/TITLE:

(Please Print)

ATTEST:

Address: _____

Addendum to Usage Agreement

This Addendum is made part of the Usage Agreement ("Agreement") by and between Town of Tyrone ("Customer") and Milner, Inc. ("Owner") dated _____, 2024. Capitalized terms used but not defined will have the same meaning given to them in the Agreement. In the event of any conflict, inconsistency, or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

The parties agree to the following changes to the Terms & Conditions of the Agreement:

1. Section 1, pertaining to "Usage Agreement", of said Agreement is hereby revised by removing the fourth sentence that begins with "YOU authorize US to correct obvious..." of said Section in its entirety.
2. Section 4, pertaining to "Computer Software", of said Agreement is hereby revised by removing the second sentence that begins with "YOU grant to US..." of said Section and by replacing it with the following:

"YOU grant to US security interest in and to the software license, including the software, and, to the extent permitted by law, shall indemnify and hold harmless from any claims, losses, liabilities, damages, judgment, suits and all legal costs and expenses arising out of the use or operation of the software or YOUR breach of such license agreement."
3. Section 12, pertaining to "Indemnity", of said Agreement at the beginning of the second sentence, the words "Unless caused by OUR gross negligence or willful misconduct" will be added.
4. Section 13, pertaining to "Taxes", of said Agreement is hereby revised by removing the fourth sentence of said Section and by replacing it with the following:

"To the extent permitted by law, YOU will indemnify US on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions."
5. Section 21, pertaining to "Choice of Law", of said Agreement is hereby deleted in its entirety and replaced with the following:

"CHOICE OF LAW: This Lease shall be governed by, enforced and construed in accordance with the laws of the State of Georgia. YOU consent to and agree that jurisdiction over YOU and the equipment shall be with the Courts of the State of Georgia and Fayette County, Georgia."

Except as expressly provided herein, no other term, condition, provision or covenant of the Agreement is changed, modified, amended or altered, nor are any of Lessor's or its assigns' rights or remedies under the Agreement, at law or equity, modified, waived, discharged or forgiven. A facsimile copy of this Addendum containing Customer's signature may be treated as an original and be admissible in court as evidence of this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.


Agreed and Accepted:

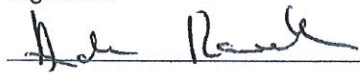
Town of Tyrone


Signature

Print Name

Title

Milner, Inc.


Signature


Print Name


Title

Name and Address of Customer:
TOWN OF TYRONE
950 SENOIA RD
TYRONE, GA 30290-2063

Re: Usage Agreement No. T3-4382094038 dated _____ (the "Agreement")

"Owner" means Milner, Inc. together with its successor and assigns, and is also referred to as "we", "us" and "our." "Customer" means the above party listed as a Customer in the signature blocks below, and is also referred to as "you" and "your." This Amendment (this "Amendment") is entered into as of the date of the Agreement between you and us in connection with that certain Agreement between you and us. The terms of this Amendment are hereby incorporated into the Agreement as though fully set forth therein. Capitalized terms used but not defined herein shall have meanings given to them in the Agreement.

For good and valuable consideration and intending to be legally bound, you and we agree as follows:

A. Amendment to the Agreement.

1. **INDEMNITY.** Section 12 of the Agreement shall be amended in its entirety to read as follows:

"12. INDEMNITY. WE are not responsible for any losses or injuries caused by the installation or use of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. To the extent permitted by applicable law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. This indemnity will continue even after the termination of this Agreement."

2. **CHOICE OF LAW.** Section 21 of the Agreement shall be amended in its entirety to read as follows:

"21. CHOICE OF LAW. This Lease shall be governed by, enforced and construed in accordance with the laws of the state of Georgia and any legal action or proceeding may be brought in the federal or state courts of Georgia."

B. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Agreement, or (b) prejudice any right or rights which we may now have or may have in the future under or in connection with the Agreement or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions as originally pre-printed on the Agreement or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. No handwritten (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Agreement shall be enforceable. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

C. Entire Agreement. This Amendment and the documents referred to herein represent your and our entire understanding regarding the subject matter hereof and supersede all of your and our prior and contemporaneous oral and written agreements with respect to the subject matter hereof.

D. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument. This Amendment is not binding or effective with respect to the Agreement until executed by your and our respective authorized representatives.

IN WITNESS WHEREOF, you and we have caused this Amendment to be executed by each of our respective duly authorized representatives as of the date first above written.

MILNER, INC.

CUSTOMER: TOWN OF TYRONE

Signature of authorized signer

Print Name and Title

Date

Signature of authorized signer

Print Name and Title

Date



Usage Agreement

Send Invoice to Attention of _____ (email)

CUSTOMER	Full Legal Name Town of Tyrone		Tax ID#		Phone Number 770-487-4308	
	Address 950 Senoia Road		City Tyrone	State GA	Zip	Fax Number 30290
	Billing Address (if different)		City	State	Zip	Purchase Order Requisition Number
	DBA Name (if any)		Send Invoice to Attention of Accounts Payable			

CONSOLIDATED BILLING OPTION	Make/Model/Accessories	Serial #	Initial Meter Reading	Make/Model/Accessories	Serial #	Initial Meter Reading
	1.	RICOH IMC4510			5.	SR3320 finisher
2.	RICOH IM C3010			6.	PB3320 paper feed	
3.	RICOH IM C3010			7.	PB3320 paper feed	
4.	RICOH IM 370F			8.	PM1200 paper feed	
Monthly Usage Payment \$782.91 <div style="float: right;"> Meter Reading Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly </div>						
Payment includes 6000/month		B&W images per quarter	Overages billed quarterly at \$.008	per B&W image	Payment includes _____ Help Desk Seats	
Payment includes 3900/month		Color images per quarter	Overages billed quarterly at \$.055	per Color image	Payment includes _____ Virtual Servers	
Payment includes _____		Linear foot per quarter	Overages billed quarterly at \$ _____	per Linear Foot	Payment includes _____ Servers Under Maintenance	
ALL UNITS LISTED ABOVE ARE CONSOLIDATED UNDER THIS PLAN FOR ADDITIONAL UNITS ATTACH SCHEDULE A <input type="checkbox"/>						

PAYMENT	Term in Months	First Usage Payment	(PLUS)	Security Deposit	(PLUS)	Sales Tax	(EQUALS)	Total Payment Enclosed
	60	\$782.91	+	0.00	+	0.00	=	\$782.91

SALES TAX OPTIONS	Each payment is subject to sales tax of _____ % or amounts or percentages that may be in effect by location.
	<input type="checkbox"/> Exempt - Exemption Certificate Attached.

CUSTOMER SIGNATURE	YOU AGREE TO ALL OF THE TERMS AND CONDITIONS ABOVE AND CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT AND IN ANY ATTACHMENTS TO SAME, ALL OF WHICH ARE INCLUDED BY REFERENCE AND BECOME PART OF THIS AGREEMENT. YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE.		
	You acknowledge that the leased equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED		
	Signature X	DOB	Date
	Print Name	Title	
	Legal Name of Corporation or Partnership		

DELIVERY AND ACCEPTANCE	You acknowledge that the Equipment set forth above has been received, has been put in use, is in good working order and is satisfactory and acceptable.	
	Signature X	Date
	Print Name	
	Title	
	Legal Name of Corporation or Partnership	

GUARANTY	TO INDUCE OWNER TO ENTER INTO THE WITHIN USAGE AGREEMENT, THE UNDERSIGNED UNCONDITIONALLY GUARANTEES TO OWNER THE PROMPT PAYMENT WHEN DUE, OF ALL THE USER'S OBLIGATIONS TO OWNER UNDER THE AGREEMENT. OWNER SHALL NOT BE REQUIRED TO PROCEED AGAINST CUSTOMER OF THE EQUIPMENT OR ENFORCE ANY OTHER REMEDY BEFORE PROCEEDING AGAINST THE UNDERSIGNED. THE UNDERSIGNED WAIVES NOTICE OF ACCEPTANCE HEREOF AND ALL OTHER NOTICES OR DEMAND OF ANY KIND TO WHICH THE UNDERSIGNED MAY BE ENTITLED. THE UNDERSIGNED CONSENTS TO ANY EXTENSIONS OR MODIFICATION GRANTED TO USER AND THE RELEASE AND/OR COMPROMISE OF ANY OBLIGATIONS OF USER OF AN OTHER OBLIGORS AND GUARANTORS WITHOUT IN ANY WAY RELEASING THE UNDERSIGNED FROM HIS OR HER OBLIGATIONS HEREUNDER. THIS IS A CONTINUING GUARANTEE AND SHALL NOT BE DISCHARGED OR AFFECTED BY DEATH OF THE UNDERSIGNED, SHALL BIND THE HEIRS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF UNDERSIGNED AND MAY BE ENFORCED BY OR FOR THE BENEFIT OF ANY ASSIGNEE OF SUCCESSOR OF OWNER. THIS GUARANTY IS GOVERNED BY AND CONSTITUTED IN ACCORDANCE WITH THE LAWS OF THE FLORIDA AND I CONSENT TO EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN FLORIDA.			
	Signature X		Date	
	Print Name		Print Name	
	Home Address		Home Address	
	Phone		Phone	

USAGE TERMS AND CONDITIONS

The words "YOU" and "YOUR" mean the Customer. The words "WE", "US", and "OUR" mean Milner Inc., the Owner of the Equipment.

1. **USAGE AGREEMENT ("AGREEMENT"):** WE agree to rent to YOU and YOU agree to rent from US the Equipment listed in the "Consolidated Billing Option" section of this Agreement and/or in any attached schedules ("Equipment"). YOU promise to pay US A BASE MONTHLY USAGE PAYMENT ("USAGE PAYMENT"), plus the Cost-Per-Copy Additional Copies ("Additional Copy Charge") on copies in excess of the Monthly Copy Allowance, in accordance with the terms and conditions herein. The Additional Copy Charges will be invoiced at the end of each meter reading period set forth on the face of this Agreement. YOU authorize US to correct obvious errors or insert missing information in the Agreement, including YOUR proper legal name, serial numbers and any other information describing the Equipment without further notice to YOU.

2. **TERM:** This Agreement is effective on the date that it is accepted and signed by US, and the term of this Agreement begins on the date of delivery of equipment or any later date that WE designate (the "Commencement Date") and continues thereafter for the number of months designated as "Term in Months". Usage Payments are due as invoiced by US. As YOU will have possession of the Equipment from the date of its delivery, if WE accept and sign this Agreement YOU will pay US interim rent for each day from the date the Equipment is delivered to YOU until the Commencement Date, calculated on the Usage Payment amount, the number of days in that period, and a year of 360 days. WE will apply the first Usage Payment to the first month of the term on the Commencement Date or any later date designated by US. The second Usage Payment is due on the date set forth in the invoice with subsequent payments due on the same day of each successive month thereafter until the balance of the Usage Payments and any Additional Copy Charges or expenses chargeable to YOU under this Agreement have been paid in full.

YOU agree to provide accurate and timely meter readings on the forms or other alternative means specified by US. If meter readings are not received in a timely manner, charges may be estimated by US. YOUR obligation to pay the Usage Payments, Additional Copy Charges and other obligations hereunder shall be absolute and unconditional. This Agreement is NON-CANCELABLE.

WE have the right to increase the Usage Payment and the Additional Copy Charge on an annual basis, in an amount not to exceed ten percent (10%) of the Usage Payment or the Additional Copy Charge in effect at the end of the prior annual period.

3. **LATE CHARGES/DOCUMENTATION FEES:** Whenever any Usage Payment or Additional Print Charge is not made when due, YOU agree to pay US, within one month, a late charge of five percent (5%) of each late payment, with a minimum of \$10.00, but only to the extent permitted by law. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU agree to pay US a fee of \$75.00 plus 1/10th of one percent (1%) of the original Equipment cost in excess of \$50,000.00 to reimburse OUR expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Agreement. WE will charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason.

4. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, YOU agree that as to software only: (a) WE have not had, do not have, nor will WE have any title to software; (b) YOU have executed or will execute a separate software license agreement and WE are not party thereto and have no responsibilities or obligations whatsoever in regards to such license agreement; and (c) YOU have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. YOUR USAGE PAYMENTS AND OTHER OBLIGATIONS UNDER AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO SAID SOFTWARE LICENSE AGREEMENT OR FAILURE IN ANY WAY OF THE SOFTWARE. YOU grant to US security interest in and to the software license, including the software and shall indemnify and hold harmless from any claims, losses, liabilities, damages, judgment, suits and all legal costs and expenses arising out of the use or operation of the software or YOUR breach of such license agreement.

5. **DELIVERY AND ACCEPTANCE:** YOU are responsible, at YOUR own cost, to arrange for the delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to US). If requested, YOU will sign a separate Equipment delivery and acceptance certificate. WE may at OUR discretion confirm by telephone that YOU have accepted the Equipment, and this telephone verification of YOUR acceptance of the Equipment shall have the same effect as a signed delivery and acceptance certificate.

6. **USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES:** YOU have selected the Equipment and the related maintenance program and supplies as described in a separate maintenance agreement with the Equipment dealer ("Dealer"). WE are not the manufacturer of the Equipment and WE are renting the Equipment to YOU "AS-IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU for the term of this Agreement all warranties, if any, made by manufacturer.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF ANY UNIT OF EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS AGREEMENT SHALL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE DEALER OR THE EQUIPMENT MANUFACTURER.

7. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION:** Except for Agreements with a \$1.00 purchase option, WE will have title to the Equipment. If YOU have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, YOU grant us a security interest in the Equipment and all proceeds therefrom. YOU have the right to use the Equipment for the full term provided YOU comply with the terms and conditions of this Agreement. The Equipment is personal property even though the Equipment may become attached to any real estate. YOU agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. WE also have the right, at reasonable times, to inspect the Equipment.

8. **MAINTENANCE:** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

9. **ASSIGNMENT:** YOU AGREE NOT TO TRANSFER, SELL, SUBRENT, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. WE may sell, assign or transfer this Agreement. YOU agree that if WE sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that WE have now and will not have to perform any of OUR obligations. YOU agree that the right of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US.

10. **REDELIVERY AND RENEWAL:** Upon at least ninety (90), but not more than (150), days written notice to US prior to the expiration of the initial term of this Agreement, YOU shall advise US of YOUR intention to return the Equipment to US at the end of the initial term of this Agreement. Provided YOU have given such timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by US. If YOU fail to so notify US, or having notified US, YOU fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months each with Usage Payments and Additional Copy Charges equal to 100% of the Usage Payments and Additional Copy Charges at the expiration of the initial term of this agreement.

11. **LOSS OR DAMAGE:** YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Agreement.

12. **INDEMNITY:** WE are not responsible for any losses or injuries caused by the installation or use of the Equipment. YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment. This indemnity will continue even after the termination of this Agreement.

13. **TAXES:** YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, usage, sale, purchase, possession or use of the Equipment as part of the Usage Payment or as billed by US. YOU agree that if WE pay any taxes or charges on YOUR behalf, YOU shall reimburse US for all such payments and shall pay US interest and a late charge (as calculated in Section 3) on such payments with the next Usage Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. YOU agree that WE have the right each year to estimate the yearly personal property taxes that will be due for the Equipment and that YOU will pay US 1/12th of the estimated taxes on each Usage Payment. YOU will indemnify US on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions.

14. **INSURANCE:** During the term of this Agreement, YOU will keep the Equipment insured against risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU shall also obtain and maintain for the term of this Agreement, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$50,000 for property damage. WE shall be the sole named loss payee on the property insurance and shall be named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and shall deliver proof of insurance coverage satisfactory to US. If YOU do not provide insurance against theft and physical damage, YOU agree that WE have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from YOU, on which WE may make a profit. YOU understand and agree that WE may share YOUR contact information (including an applicable email address and telephone number) and any other non-public information about YOUR contract with OUR insurer or a related third-party service provider if and to the extent necessary to process an insurance claim.

15. **DEFAULT:** YOU are in default of this Agreement if any of the following occurs: (a) YOU fail to pay any Usage Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Agreement, or any other agreement with US; (c) YOU, any partner or any guarantor dies, YOU become insolvent or unable to pay YOUR debts when due; YOU stop doing business as a going concern; YOU merge, consolidate, transfer all or substantially all of YOUR assets; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; (d) YOU, any guarantor or any partner, shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law; or a trustee, receiver or liquidator shall be appointed of it or a substantial part of its assets; or (e) YOU, YOUR owner(s) or any guarantor(s) are listed on a U.S. or foreign government sanctions list or are subject to sanctions therefrom.

16. **REMEDIES:** WE have the following remedies if a default should occur:

a) Upon notice, declare the entire balance of the unpaid Usage Payments for the full term immediately due and payable, sue for and receive all Usage Payments and any other payments then accrued or accelerated under this Agreement or any other Agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled Term, with all accelerated Usage Payments and the estimated fair market value of the Equipment at the end of the originally scheduled Term discounted at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Agreement, all as reasonably determined by US, or (ii) three percent (3%) per annum.

b) Charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law;

c) Require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment shall not constitute a termination of this Agreement unless WE expressly notify YOU in writing. In the event the Equipment is returned or repossessed by US and unless WE have terminated this Agreement, WE will sell or re-rent the Equipment to such persons and upon such terms as WE may determine, at one or more public or private sales and with or without notice to YOU and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any such rental shall be discounted to the date of the usage agreement at six percent (6%) per year.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. **SECURITY DEPOSIT:** WE will retain any required security deposit as security for YOUR performance of YOUR obligations. Any security deposit is non-interest bearing. WE may apply any security deposit to cure any default by YOU, in which event YOU will promptly restore any amount so applied. If YOU are not in default, any security deposit will be returned to YOU at the termination of this Agreement.

18. **WARRANTIES:** YOU hereby warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

19. **UCC FILINGS AND FINANCIAL STATEMENTS:** YOU authorize US to file a financing statement with respect to the Equipment and grant US the right to sign such financing statement on YOUR behalf. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. **UCC-ARTICLE 2A PROVISIONS:** YOU agree that this Agreement is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted by Sections 2A-508 through 2A-522 of the UCC.

21. **CHOICE OF LAW:** This Lease shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if WE assign this Lease to an Assignee, the laws of the state of the Assignee's principal place of business. YOU consent to and agree that non-exclusive jurisdiction, personal or otherwise, over YOU and the Equipment shall be with the Courts of Florida solely at OUR option with respect to any provision of this Agreement. YOU ALSO AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY.

22. **ENTIRE AGREEMENT; SEVERABILITY; WAIVERS:** This Agreement contains the entire agreement and understanding. Except as noted in Section 1, no agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Agreement. It is further agreed that the rights and remedies of the parties are governed by this Agreement.

23. **FACSIMILE DOCUMENTATION:** YOU agree that this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission or electronic signing of this Lease by YOU when manually countersigned by US or attached to OUR manual signature counterpart constitutes the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence; provided if this Lease constitutes "electronic chattel paper", the version identified by US as the "single authoritative copy" is the chattel paper for purposes of perfection by control. At OUR option, WE may require a manual signature.

24. **MISCELLANEOUS:** By executing this Agreement, YOU are expressly consenting to receive communications (including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialer from US, Our Agents, and/or Our affiliates to contact YOU about any of YOUR accounts with US in any way, at any telephone number for a cellular phone or other wireless device or at any email address YOU have provided to US, from which YOU have contacted US, or at which WE believe WE can reach YOU, even if YOU are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at lesseedirect.com/privacy.

OWNER ACCEPTANCE	Signature	Date
	X	
	Print Name	Title
	For MILNER INC.	

DP028v10

Customer

C004896

Sales Order #

67755A

[illegible]

For
Admin
Only

	Total Lease Payment	Monthly Service Base	Lease Rate	Lease Amount	Trade Up Amount	Total Funding Amount
No Points	782.91	87.50	695.41			
Points	782.91	87.50	695.41			

Points/No Points Diff:

FISCAL FUNDING ADDENDUM (GEORGIA)

LESSEE	Full Legal Name <u>Town of Tyrone</u> DBA Name (If Any) _____
	Billing Address <u>950 Senola Road</u> Phone Number <u>770-487-4308</u>
	City <u>Tyrone</u> County <u>Fayette</u> State <u>Georgia</u> Zip Code <u>30290</u>
	Lease Number _____ Lease Date _____

Except as amended herein, the terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Addendum and the Lease, the terms of this Addendum shall prevail. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease.

Lessee reasonably believes that legally available funds in an amount sufficient to pay all Lease Payments payable under the above - identified lease agreement (together with this Addendum, the "Lease") during Lessee's current fiscal year can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for such Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds for any fiscal year is solely within the discretion of the then current governing body of Lessee.

Lessee is obligated only to pay such Lease Payments under the Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Lease Payments required to be paid in the next occurring fiscal year, the Lease shall be deemed to be terminated at the end of the then current fiscal year. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current fiscal year, but failure to give such notice shall not extend the term of the Lease beyond such fiscal year. If the Lease is terminated in accordance with this paragraph, Lessee agrees to return the Equipment described in the Lease to Lessor in accordance with the return provisions of the Lease.

The Lease shall terminate absolutely and without further obligation on the part of Lessee at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed. The Lease shall be deemed to be automatically renewed for the next succeeding fiscal year unless action is taken as described in the second paragraph of this Addendum.

[IF LESSEE IS A COUNTY OR MUNICIPALITY] Lessor shall have title to the Equipment. Lessee shall not grant a security interest in the Equipment to Lessor.

If a default under the Lease should occur, the amount that may be declared to be immediately due and payable pursuant to the acceleration remedy shall be limited to the unpaid Lease Payments for the fiscal year for which appropriations have been made.

Lessee represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and/or political subdivision duly organized and existing under the constitution and laws of the State of Georgia.
- (b) Lessee is authorized under the constitution and laws of the State of Georgia to enter into the Lease and the transaction contemplated thereby and to perform all of its obligations thereunder.
- (c) The Lease constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Lessee has been duly authorized to execute and deliver the Lease by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(e) Lessee has complied with such public bidding requirements as may be applicable to the Lease and the acquisition by Lessee of the Equipment thereunder.

(f) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

(g) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

(h) [IF LESSEE IS A COUNTY OR MUNICIPALITY] The principal portion of the Lease, when added to the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10 percent of the assessed value of all taxable property located within the limits of Lessee.

(i) [IF LESSEE IS A COUNTY, INDEPENDENT OR AREA SCHOOL SYSTEM] The total combined annual payments due under the Lease and other contracts under Article IX, Section III, Paragraph I of the Constitution of the State of Georgia in any calendar year do not exceed 7.5 percent of the total local revenue collected for maintenance and operation of Lessee in the most recently completed fiscal year.

(j) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four calendar years.

In the event of any conflict between the provisions of this Addendum and the provisions of the above – identified lease agreement, the provisions of this Addendum shall control.

Listed below are the aggregate amounts of periodic scheduled payments (exclusive of taxes, fees and other expenses which may be chargeable to you under the FMV Lease Agreement) for each calendar year during the anticipated lease term:

"Total Periodic Scheduled Payments for each Calendar Year of the Lease Term:

Year 1	\$ 9,394.92
Year 2	\$ 9,394.92
Year 3	\$ 9,394.92
Year 4	\$ 9,394.92
Year 5	\$ 9,394.92

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Addendum on the Effective Date.

LESSEE SIGNATURE		LESSOR SIGNATURE	
	Lessee		Lessor
	Authorized Signature		Authorized Signature
	Print Name & Title Date		Print Name & Title Date



TONER INCLUSIVE GUARANTEED MAINTENANCE AGREEMENT

1. Milner Document Products, Inc. is authorized to place under maintenance the listed equipment for a period of one year at the prevailing rates.

2. The term of this agreement is for a period of one year and is automatically renewed at the prevailing rates unless terminated by 30 days written notice by either party unless an active lease agreement is in place. Maintenance Rates are subject to Annual Increases.

3. This agreement shall become binding when it has been accepted by Milner Document Products, Inc. manager or designee, provided however, that if there are modifications to this Agreement, or pricing not standard with the authorized published price schedule, this Agreement is not valid until it has been accepted in writing by the signature of an authorized representative of Milner Document Products, Inc. in Atlanta, GA. In such a one, this is a sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service, or the performance of the service shall not constitute acceptance by Milner Document Products, Inc. of this agreement.

4. Customer acknowledges the following Cost Per Page Click rates:

BW .008 Color (CMYK) .055
(NOTE: Tabloid/11" x 17 billed as Two Letter/8 1/2" x 11" Clicks)

COMPANY NAME		
Town of Tyrone		
CONTACT		
Dee Baker		
ADDRESS		
950 Senoia Road		
CITY	STATE	ZIP CODE
Tyrone	Georgia	30290
SIGNATURE		
TITLE		
DATE		
PO.#		
67755A		
Sales Order #		

CONTRACT BEGINNING DATE

Unit	Model	Serial Number	Location	Base Charge	Meter Rate		Meter/Charge/Allowance/Term	Toner		Beginning Meter
					B/W	Color		INC	EXC	
1	IM C4510				.008	.055	6000 allowance monthly blk	<input checked="" type="checkbox"/>		
2	IM C3010				.008	.055	3900 allowance monthly clr			
3	IM C3010				.008	.055				
4	IM 370F				.008	NA				
5										
6										
7										
8										
9										
10										

5. Fiery Controller Warranty – Customer can elect to add a Fiery Warranty for the term of the agreement for an additional \$700.00/year per machine. This warranty covers the Fiery internals/hardware and system software. **Color calibration is excluded.** Color Calibration can be requested as a service and billed at \$180.00 per hour with a 1 hour minimum.

I Accept _____ I Decline X

5b. Average toner coverage is 6% Black and White and 20% Color. Milner reserves the right to raise the meter charges proportionately for customers who continually exceed these coverages.

6. There will be no additional charge for travel expenses associated with the service performed during Milner Document Products, Inc. normal business hours, except for (1) applicable loan charges and/or (2) those instances where the equipment is not accessible by private automobile. For these exceptions, the actual travel expense and Milner Document Products, Inc. applicable hourly rates and terms then in effect shall be charged.

7. This agreement includes interim calls during normal business hours as reasonably requested, necessitated by causes other than carelessness or improper handling and use of equipment, excluding damage caused by fire, lightning, floods, riots or acts of God. All equipment parts will be replaced without charge excluding damage caused by fire, lightning, floods, riots or acts of God, except those listed in item 8.

8. This agreement includes Black and Color (Cyan, Magenta, and Yellow) Toner, Black and Color (Cyan, Magenta, and Yellow) Developer and Drum. **This excludes staples and paper.** Black and Color (Cyan, Magenta, and Yellow) toner will be shipped to the customer at no charge **with the exception of shipping and handling charges.** All Systems using like toner must be on an active agreement with Milner.

Once established, this coverage shall not be changed by either party during the terms of this agreement unless agreed to in writing by both parties

9. The basic maintenance charge will be invoiced in advance. Meter charges (if applicable) will be invoiced periodically in arrears. Customer also agrees to pay the meter charge listed herein for the equipment usage in any period in excess of the equipment usage included basic maintenance charge. Payment will be made within terms stated on the invoice. Customer agrees to Milner installing a meter collection utility for the purpose of collecting meters remotely.

10. The customer understands that liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this agreement, is limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability on Milner Document Products, Inc.

11. The transfer of equipment covered by this agreement to a location outside normal servicing area will exclude it from the terms of agreement. The charges on equipment transferred to a different zone during the term of this agreement will be adjusted to the applicable rate for the new zone. Milner must be notified of transfers of ownership and location

12. Applicable sales, use, or property taxes shall be assessed as prescribed by law.

13. Milner Document Products, Inc. makes no warranties, expressed or implied, for merchantability, fitness for a particular purpose, performance, condition, capacity, or otherwise, except as herein expressly set out.

14. Customer shall indemnify and save Milner Document Products, Inc. harmless from any and all liability, loss, damage, expense, cause of action, suits, claims for judgments arising from injury to person or property, resulting from or based on actual or alleged use, operation or transportation, of the equipment or its location or condition after it has been delivered to the customer by Milner Document Products, Inc.

15. Repair of damage, replacement of parts (due to other than normal wear), or repetitive service calls caused by the use of incompatible supplies, or service by anyone not duly authorized by Milner Document Products, Inc. is excluded from coverage and will be charged at the standard rates in effect at the time of service.

16. Upon agreement of the parties, additional equipment may be added to this agreement for the remaining term of the agreement. Customer agrees to pay the pro-rated portion of the basic maintenance charge and meter charge (if applicable) that are current at the time additional equipment is added.

17. This agreement excludes any network services and connectivity fees and charges after the initial installation. Network services and connectivity fees are billed at \$180.00 per hr with a 1 hr minimum. IT and network services contracts are available for an additional charge. Please contact Milner for more info.

18. Upon cancellation of this agreement, Milner may charge for any parts or supplies installed within the past 30 days. Customer has the option to return any unused items to avoid additional charges.



Usage Agreement

Send Invoice to Attention of _____ (email)

CUSTOMER	Full Legal Name Town of Tyrone		Tax ID#		Phone Number 770-487-4308	
	Address 950 Senoia Road		City Tyrone	State GA	Zip	Fax Number 30290
	Billing Address (if different)		City	State	Zip	Purchase Order Requisition Number
	DBA Name (if any)					Send Invoice to Attention of Accounts Payable

CONSOLIDATED BILLING OPTION	Make/Model/Accessories	Serial #	Initial Meter Reading	Make/Model/Accessories	Serial #	Initial Meter Reading
	1. RICOH IMC4510			5. SR3320 finisher		PB3320 paper feed
	2. RICOH IM C3010			6. PB3320 paper feed		
	3. RICOH IM C3010			7. PB3320 paper feed		
	4. RICOH IM 370F			8. PM1200 paper feed		
Monthly Usage Payment			Meter Reading Frequency			
\$852.47			<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly			
Payment includes 6000/month B&W images per quarter		Overages billed quarterly at \$.008 per B&W image		Payment includes		Help Desk Seats
Payment includes 3900/month Color images per quarter		Overages billed quarterly at \$.055 per Color Image		Payment includes		Virtual Servers
Payment includes Linear foot per quarter		Overages billed quarterly at \$ per Linear Foot		Payment includes		Servers Under Maintenance
ALL UNITS LISTED ABOVE ARE CONSOLIDATED UNDER THIS PLAN FOR ADDITIONAL UNITS ATTACH SCHEDULE A <input type="checkbox"/>						

PAYMENT	Term in Months	First Usage Payment	(PLUS)	Security Deposit	(PLUS)	Sales Tax	(EQUALS)	Total Payment Enclosed
		48	\$852.47	+	0.00	+	0.00	=

SALES TAX OPTIONS	Each payment is subject to sales tax of _____ % or amounts or percentages that may be in effect by location.
	<input type="checkbox"/> Exempt - Exemption Certificate Attached.

CUSTOMER SIGNATURE	YOU AGREE TO ALL OF THE TERMS AND CONDITIONS ABOVE AND CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT AND IN ANY ATTACHMENTS TO SAME, ALL OF WHICH ARE INCLUDED BY REFERENCE AND BECOME PART OF THIS AGREEMENT. YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE.		
	You acknowledge that the leased equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED		
	Signature X	DOB	Date
	Print Name	Title	
	Legal Name of Corporation or Partnership		

DELIVERY AND ACCEPTANCE	You acknowledge that the Equipment set forth above has been received, has been put in use, is in good working order and is satisfactory and acceptable.	
	Signature X	Date
	Print Name	
	Title	
	Legal Name of Corporation or Partnership	

GUARANTY	TO INDUCE OWNER TO ENTER INTO THE WITHIN USAGE AGREEMENT, THE UNDERSIGNED UNCONDITIONALLY GUARANTEES TO OWNER THE PROMPT PAYMENT WHEN DUE, OF ALL THE USER'S OBLIGATIONS TO OWNER UNDER THE AGREEMENT. OWNER SHALL NOT BE REQUIRED TO PROCEED AGAINST CUSTOMER OF THE EQUIPMENT OR ENFORCE ANY OTHER REMEDY BEFORE PROCEEDING AGAINST THE UNDERSIGNED. THE UNDERSIGNED WAIVES NOTICE OF ACCEPTANCE HEREOF AND ALL OTHER NOTICES OR DEMAND OF ANY KIND TO WHICH THE UNDERSIGNED MAY BE ENTITLED. THE UNDERSIGNED CONSENTS TO ANY EXTENSIONS OR MODIFICATION GRANTED TO USER AND THE RELEASE AND/OR COMPROMISE OF ANY OBLIGATIONS OF USER OF AN OTHER OBLIGORS AND GUARANTORS WITHOUT IN ANY WAY RELEASING THE UNDERSIGNED FROM HIS OR HER OBLIGATIONS HEREUNDER. THIS IS A CONTINUING GUARANTEE AND SHALL NOT BE DISCHARGED OR AFFECTED BY DEATH OF THE UNDERSIGNED, SHALL BIND THE HEIRS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF UNDERSIGNED AND MAY BE ENFORCED BY OR FOR THE BENEFIT OF ANY ASSIGNEE OF SUCCESSOR OWNER. THIS GUARANTY IS GOVERNED BY AND CONSTITUTED IN ACCORDANCE WITH THE LAWS OF THE FLORIDA AND I CONSENT TO EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN FLORIDA.			
	Signature X		Signature X	
	Print Name		Print Name	
	Home Address		Home Address	
	Phone		Phone	

USAGE TERMS AND CONDITIONS

The words "YOU" and "YOUR" mean the Customer. The words "WE", "US", and "OUR" mean Milner Inc., the Owner of the Equipment.

1. USAGE AGREEMENT ("AGREEMENT"): WE agree to rent to YOU and YOU agree to rent from US the Equipment listed in the "Consolidated Billing Option" section of this Agreement and/or in any attached schedules ("Equipment"). YOU promise to pay US A BASE MONTHLY USAGE PAYMENT ("USAGE PAYMENT"), plus the Cost-Per-Copy Additional Copies ("Additional Copy Charge") on copies in excess of the Monthly Copy Allowance, in accordance with the terms and conditions herein. The Additional Copy Charges will be invoiced at the end of each meter reading period set forth on the face of this Agreement. YOU authorize US to correct obvious errors or insert missing information in the Agreement, including YOUR proper legal name, serial numbers and any other information describing the Equipment without further notice to YOU.

2. TERM: This Agreement is effective on the date that it is accepted and signed by US, and the term of this Agreement begins on the date of delivery of equipment or any later date that WE designate (the "Commencement Date") and continues thereafter for the number of months designated as "Term in Months". Usage Payments are due as invoiced by US. As YOU will have possession of the Equipment from the date of its delivery, if WE accept and sign this Agreement YOU will pay US interim rent for each day from the date the Equipment is delivered to YOU until the Commencement Date, calculated on the Usage Payment amount, the number of days in that period, and a year of 360 days. WE will apply the first Usage Payment to the first month of the term on the Commencement Date or any later date designated by US. The second Usage Payment is due on the date set forth in the invoice with subsequent payments due on the same day of each successive month thereafter until the balance of the Usage Payments and any Additional Copy Charges or expenses chargeable to YOU under this Agreement have been paid in full.

YOU agree to provide accurate and timely meter readings on the forms or other alternative means specified by US. If meter readings are not received in a timely manner, charges may be estimated by US. YOUR obligation to pay the Usage Payments, Additional Copy Charges and other obligations hereunder shall be absolute and unconditional. This Agreement is NON-CANCELABLE.

WE have the right to increase the Usage Payment and the Additional Copy Charge on an annual basis, in an amount not to exceed ten percent (10%) of the Usage Payment or the Additional Copy Charge in effect at the end of the prior annual period.

3. LATE CHARGES/DOCUMENTATION FEES: Whenever any Usage Payment or Additional Print Charge is not made when due, YOU agree to pay US, within one month, a late charge of five percent (5%) of each late payment, with a minimum of \$10.00, but only to the extent permitted by law. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU agree to pay US a fee of \$75.00 plus 1/10th of one percent (1%) of the original Equipment cost in excess of \$50,000.00 to reimburse OUR expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Agreement. WE will charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason.

4. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, YOU agree that as to software only: (a) WE have not had, do not have, nor will WE have any title to software; (b) YOU have executed or will execute a separate software license agreement and WE are not party thereto and have no responsibilities or obligations whatsoever in regards to such license agreement; and (c) YOU have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. YOUR USAGE PAYMENTS AND OTHER OBLIGATIONS UNDER AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO SAID SOFTWARE LICENSE AGREEMENT OR FAILURE IN ANY WAY OF THE SOFTWARE. YOU grant to US security interest in and to the software license, including the software and shall indemnify and hold harmless from any claims, losses, liabilities, damages, judgment, suits and all legal costs and expenses arising out of the use or operation of the software or YOUR breach of such license agreement.

5. DELIVERY AND ACCEPTANCE: YOU are responsible, at YOUR own cost, to arrange for the delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to US). If requested, YOU will sign a separate Equipment delivery and acceptance certificate. WE may at OUR discretion confirm by telephone that YOU have accepted the Equipment, and this telephone verification of YOUR acceptance of the Equipment shall have the same effect as a signed delivery and acceptance certificate.

6. USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES: YOU have selected the Equipment and the related maintenance program and supplies as described in a separate maintenance agreement with the Equipment dealer ("Dealer"). WE are not the manufacturer of the Equipment and WE are renting the Equipment to YOU "AS-IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU for the term of this Agreement all warranties, if any, made by manufacturer.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF ANY UNIT OF EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS AGREEMENT SHALL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE DEALER OR THE EQUIPMENT MANUFACTURER.

7. TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION: Except for Agreements with a \$1.00 purchase option, WE will have title to the Equipment. If YOU have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, YOU grant us a security interest in the Equipment and all proceeds therefrom. YOU have the right to use the Equipment for the full term provided YOU comply with the terms and conditions of this Agreement. The Equipment is personal property even though the Equipment may become attached to any real estate. YOU agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. WE also have the right, at reasonable times, to inspect the Equipment.

8. MAINTENANCE: YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

9. ASSIGNMENT: YOU AGREE NOT TO TRANSFER, SELL, SUBRENT, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. WE may sell, assign or transfer this Agreement. YOU agree that if WE sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that WE have now and will not have to perform any of OUR obligations. YOU agree that the right of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US.

10. REDELIVERY AND RENEWAL: Upon at least ninety (90), but not more than (150), days written notice to US prior to the expiration of the initial term of this Agreement, YOU shall advise US of YOUR intention to return the Equipment to US at the end of the initial term of this Agreement. Provided YOU have given such timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by US. If YOU fail to so notify US, or having notified US, YOU fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months each with Usage Payments and Additional Copy Charges equal to 100% of the Usage Payments and Additional Copy Charges at the expiration of the initial term of this agreement.

11. LOSS OR DAMAGE: YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Agreement.

12. INDEMNITY: WE are not responsible for any losses or injuries caused by the installation or use of the Equipment. YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment. This indemnity will continue even after the termination of this Agreement.

13. TAXES: YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, usage, sale, purchase, possession or use of the Equipment as part of the Usage Payment or as billed by US. YOU agree that if WE pay any taxes or charges on YOUR behalf, YOU shall reimburse US for all such payments and shall pay US interest and a late charge (as calculated in Section 3) on such payments with the next Usage Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. YOU agree that WE have the right each year to estimate the yearly personal property taxes that will be due for the Equipment and that YOU will pay US 1/12th of the estimated taxes on each Usage Payment. YOU will indemnify US on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions.

14. INSURANCE: During the term of this Agreement, YOU will keep the Equipment insured against risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU shall also obtain and maintain for the term of this Agreement, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$50,000 for property damage. WE shall be the sole named loss payee on the property insurance and shall be named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and shall deliver proof of insurance coverage satisfactory to US. If YOU do not provide insurance against theft and physical damage, YOU agree that WE have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from YOU, on which WE may make a profit. YOU understand and agree that WE may share YOUR contact information (including an applicable email address and telephone number) and any other non-public information about YOUR contract with OUR insurer or a related third-party service provider if and to the extent necessary to process an insurance claim.

15. DEFAULT: YOU are in default of this Agreement if any of the following occurs: (a) YOU fail to pay any Usage Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Agreement, or any other agreement with US; (c) YOU, any partner or any guarantor dies, YOU become insolvent or unable to pay YOUR debts when due; YOU stop doing business as a going concern; YOU merge, consolidate, transfer all or substantially all of YOUR assets; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; (d) YOU, any guarantor or any partner, shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of it or a substantial part of its assets; or (e) YOU, YOUR owner(s) or any guarantor(s) are listed on a U.S. or foreign government sanctions list or are subject to sanctions therefrom.

16. REMEDIES: WE have the following remedies if a default should occur:

a) Upon notice, declare the entire balance of the unpaid Usage Payments for the full term immediately due and payable, sue for and receive all Usage Payments and any other payments then accrued or accelerated under this Agreement or any other Agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled Term, with all accelerated Usage Payments and the estimated fair market value of the Equipment at the end of the originally scheduled Term discounted at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Agreement, all as reasonably determined by US, or (ii) three percent (3%) per annum.

b) Charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law;

c) Require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment shall not constitute a termination of this Agreement unless WE expressly notify YOU in writing. In the event the Equipment is returned or repossessed by US and unless WE have terminated this Agreement, WE will sell or re-rent the Equipment to such persons and upon such terms as WE may determine, at one or more public or private sales and with or without notice to YOU and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any such rental shall be discounted to the date of the usage agreement at six percent (6%) per year.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. SECURITY DEPOSIT: WE will retain any required security deposit as security for YOUR performance of YOUR obligations. Any security deposit is non-interest bearing. WE may apply any security deposit to cure any default by YOU, in which event YOU will promptly restore any amount so applied. If YOU are not in default, any security deposit will be returned to YOU at the termination of this Agreement.

18. WARRANTIES: YOU hereby warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

19. UCC FILINGS AND FINANCIAL STATEMENTS: YOU authorize US to file a financing statement with respect to the Equipment and grant US the right to sign such financing statement on YOUR behalf. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC-ARTICLE 2A PROVISIONS: YOU agree that this Agreement is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted by Sections 2A-508 through 2A-522 of the UCC.

21. CHOICE OF LAW: This Lease shall be governed by, enforced and construed in accordance with the laws of the state of OUR principal place of business, or, if WE assign this Lease to an Assignee, the laws of the state of the Assignee's principal place of business. YOU consent to and agree that non-exclusive jurisdiction, personal or otherwise, over YOU and the Equipment shall be with the Courts of Florida solely at OUR option with respect to any provision of this Agreement. YOU ALSO AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY.

22. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS: This Agreement contains the entire agreement and understanding. Except as noted in Section 1, no agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Agreement. It is further agreed that the rights and remedies of the parties are governed by this Agreement.

23. FACSIMILE DOCUMENTATION: YOU agree that this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission or electronic signing of this Lease by YOU when manually countersigned by US or attached to OUR manual signature counterpart constitutes the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence; provided if this Lease constitutes "electronic chattel paper", the version identified by US as the "single authoritative copy" is the chattel paper for purposes of perfection by control. At OUR option, WE may require a manual signature.

24. MISCELLANEOUS: By executing this Agreement, YOU are expressly consenting to receive communications (including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic dialer from US, Our Agents, and/or Our affiliates to contact YOU about any of YOUR accounts with US in any way, at any telephone number for a cellular phone or other wireless device or at any email address YOU have provided to US, from which YOU have contacted US, or at which WE believe WE can reach YOU, even if YOU are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at lesseedirect.com/privacy.

OWNER ACCEPTANCE	Signature	Date
	X	
	Print Name	Title
	For MILNER INC.	

DP028v10

FISCAL FUNDING ADDENDUM (GEORGIA)

LESSEE	Full Legal Name <u>Town of Tyrone</u> DBA Name (If Any) _____
	Billing Address <u>950 Senoia Road</u> Phone Number <u>770-487-4308</u>
	City <u>Tyrone</u> County <u>Fayette</u> State <u>Georgia</u> Zip Code <u>30290</u>
	Lease Number _____ Lease Date _____

Except as amended herein, the terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Addendum and the Lease, the terms of this Addendum shall prevail. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease.

Lessee reasonably believes that legally available funds in an amount sufficient to pay all Lease Payments payable under the above - identified lease agreement (together with this Addendum, the "Lease") during Lessee's current fiscal year can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for such Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds for any fiscal year is solely within the discretion of the then current governing body of Lessee.

Lessee is obligated only to pay such Lease Payments under the Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Lease Payments required to be paid in the next occurring fiscal year, the Lease shall be deemed to be terminated at the end of the then current fiscal year. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current fiscal year, but failure to give such notice shall not extend the term of the Lease beyond such fiscal year. If the Lease is terminated in accordance with this paragraph, Lessee agrees to return the Equipment described in the Lease to Lessor in accordance with the return provisions of the Lease.

The Lease shall terminate absolutely and without further obligation on the part of Lessee at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed. The Lease shall be deemed to be automatically renewed for the next succeeding fiscal year unless action is taken as described in the second paragraph of this Addendum.

[IF LESSEE IS A COUNTY OR MUNICIPALITY] Lessor shall have title to the Equipment. Lessee shall not grant a security interest in the Equipment to Lessor.

If a default under the Lease should occur, the amount that may be declared to be immediately due and payable pursuant to the acceleration remedy shall be limited to the unpaid Lease Payments for the fiscal year for which appropriations have been made.

Lessee represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and/or political subdivision duly organized and existing under the constitution and laws of the State of Georgia.
- (b) Lessee is authorized under the constitution and laws of the State of Georgia to enter into the Lease and the transaction contemplated thereby and to perform all of its obligations thereunder.
- (c) The Lease constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

Customer

C004896

Sales Order #

67755A

Lease Information			
Start Date	Number Of Months	Number Of Payments	Payment Amount
	48	48	\$852.47

Milner: _____

		Total Lease Payment	Monthly Service Base	Lease Rate	Lease Amount	Trade Up Amount	Total Funding Amount
For Admin Only	No Points	852.47	87.50	764.97			
	Points	852.47	87.50	764.97			

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(d) Lessee has been duly authorized to execute and deliver the Lease by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(e) Lessee has complied with such public bidding requirements as may be applicable to the Lease and the acquisition by Lessee of the Equipment thereunder.

(f) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

(g) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

(h) [IF LESSEE IS A COUNTY OR MUNICIPALITY] The principal portion of the Lease, when added to the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10 percent of the assessed value of all taxable property located within the limits of Lessee.

(i) [IF LESSEE IS A COUNTY, INDEPENDENT OR AREA SCHOOL SYSTEM] The total combined annual payments due under the Lease and other contracts under Article IX, Section III, Paragraph I of the Constitution of the State of Georgia in any calendar year do not exceed 7.5 percent of the total local revenue collected for maintenance and operation of Lessee in the most recently completed fiscal year.

(j) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four calendar years.

In the event of any conflict between the provisions of this Addendum and the provisions of the above – identified lease agreement, the provisions of this Addendum shall control.

Listed below are the aggregate amounts of periodic scheduled payments (exclusive of taxes, fees and other expenses which may be chargeable to you under the FMV Lease Agreement) for each calendar year during the anticipated lease term:

“Total Periodic Scheduled Payments for each Calendar Year of the Lease Term:

Year 1	\$ 10,229.64
Year 2	\$ 10,229.64
Year 3	\$ 10,229.64
Year 4	\$ 10,229.64
Year 5	\$XXXXXXX

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Addendum on the Effective Date.

LESSEE SIGNATURE	Lessee	LESSOR SIGNATURE	Lessor
	Authorized Signature		Authorized Signature
	Print Name & Title		Print Name & Title
	Date		Date



TONER INCLUSIVE GUARANTEED MAINTENANCE AGREEMENT

1. Milner Document Products, Inc. is authorized to place under maintenance the listed equipment for a period of one year at the prevailing rates.

2. The term of this agreement is for a period of one year and is automatically renewed at the prevailing rates unless terminated by 30 days written notice by either party unless an active lease agreement is in place. Maintenance Rates are subject to Annual Increases.

3. This agreement shall become binding when it has been accepted by Milner Document Products, Inc. manager or designee, provided however, that if there are modifications to this Agreement, or pricing not standard with the authorized published price schedule, this Agreement is not valid until it has been accepted in writing by the signature of an authorized representative of Milner Document Products, Inc. in Atlanta, GA. In such a one, this is a sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service, or the performance of the service shall not constitute acceptance by Milner Document Products, Inc. of this agreement.

4. Customer acknowledges the following Cost Per Page Click rates:

BW .008 Color (CMYK) .055

(NOTE: Tabloid/11" x 17 billed as Two Letter/8 1/2" x 11" Clicks)

COMPANY NAME		
Town of Tyrone		
CONTACT		
Dee Baker		
ADDRESS		
950 Senoia Road		
CITY	STATE	ZIP CODE
Tyrone	Georgia	30290
SIGNATURE		
TITLE		
DATE		
PO #		
67755A		
Sales Order #		

CONTRACT BEGINNING DATE

Unit	Model	Serial Number	Location	Base Charge	Meter Rate		Meter/Charge/Allowance/Term	Toner		Beginning Meter
					B/W	Color		INC	EXC	
1	IM C4510				.008	.055	6000 allowance monthly blk	<input checked="" type="checkbox"/>		
2	IM C3010				.008	.055	3900 allowance monthly clr			
3	IM C3010				.008	.055				
4	IM 370F				.008	NA				
5										
6										
7										
8										
9										
10										

5. Fiery Controller Warranty – Customer can elect to add a Fiery Warranty for the term of the agreement for an additional \$700.00/year per machine. This warranty covers the Fiery internals/hardware and system software. **Color calibration is excluded.** Color Calibration can be requested as a service and billed at \$180.00 per hour with a 1 hour minimum.

I Accept _____ I Decline X

5b. Average toner coverage is 6% Black and White and 20% Color. Milner reserves the right to raise the meter charges proportionately for customers who continually exceed these coverages.

6. There will be no additional charge for travel expenses associated with the service performed during Milner Document Products, Inc. normal business hours, except for (1) applicable loan charges and/or (2) those instances where the equipment is not accessible by private automobile. For these exceptions, the actual travel expense and Milner Document Products, Inc. applicable hourly rates and terms then in effect shall be charged.

7. This agreement includes interim calls during normal business hours as reasonably requested, necessitated by causes other than carelessness or improper handling and use of equipment, excluding damage caused by fire, lightning, floods, riots or acts of God. All equipment parts will be replaced without charge excluding damage caused by fire, lightning, floods, riots or acts of God, except those listed in item 8.

8. This agreement includes Black and Color (Cyan, Magenta, and Yellow) Toner, Black and Color (Cyan, Magenta, and Yellow) Developer and Drum. **This excludes staples and paper.** Black and Color (Cyan, Magenta, and Yellow) toner will be shipped to the customer at no charge **with the exception of shipping and handling charges.** All Systems using like toner must be on an active agreement with Milner.

Once established, this coverage shall not be changed by either party during the terms of this agreement unless agreed to in writing by both parties

9. The basic maintenance charge will be invoiced in advance. Meter charges (if applicable) will be invoiced periodically in arrears. Customer also agrees to pay the meter charge listed herein for the equipment usage in any period in excess of the equipment usage included basic maintenance charge. Payment will be made within terms stated on the invoice. Customer agrees to Milner installing a meter collection utility for the purpose of collecting meters remotely.

10. The customer understands that liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this agreement, is limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability on Milner Document Products, Inc.

11. The transfer of equipment covered by this agreement to a location outside normal servicing area will exclude it from the terms of agreement. The charges on equipment transferred to a different zone during the term of this agreement will be adjusted to the applicable rate for the new zone. Milner must be notified of transfers of ownership and location

12. Applicable sales, use, or property taxes shall be assessed as prescribed by law.

13. Milner Document Products, Inc. makes no warranties, expressed or implied, for merchantability, fitness for a particular purpose, performance, condition, capacity, or otherwise, except as herein expressly set out.

14. Customer shall indemnify and save Milner Document Products, Inc. harmless from any and all liability, loss, damage, expense, cause of action, suits, claims for judgments arising from injury to person or property, resulting from or based on actual or alleged use, operation or transportation, of the equipment or its location or condition after it has been delivered to the customer by Milner Document Products, Inc.

15. Repair of damage, replacement of parts (due to other than normal wear), or repetitive service calls caused by the use of incompatible supplies, or service by anyone not duly authorized by Milner Document Products, Inc. is excluded from coverage and will be charged at the standard rates in effect at the time of service.

16. Upon agreement of the parties, additional equipment may be added to this agreement for the remaining term of the agreement. Customer agrees to pay the pro-rated portion of the basic maintenance charge and meter charge (if applicable) that are current at the time additional equipment is added.

17. This agreement excludes any network services and connectivity fees and charges after the initial installation. Network services and connectivity fees are billed at \$180.00 per hr with a 1 hr minimum. IT and network services contracts are available for an additional charge. Please contact Milner for more info.

18. Upon cancellation of this agreement, Milner may charge for any parts or supplies installed within the past 30 days. Customer has the option to return any unused items to avoid additional charges.



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Section X, Item 5.

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Created By: **TOM TYLER** | Phone: 7708464941 | Email: ttyler@ecrvault.com

Your Configured RICOH IM 370F



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
14.70in	19.40in	39.90in
(373mm)	(493mm)	(1,013mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120 - 127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM 370F
- Paper Feed Unit PB1200TL
- Medium Cabinet Type A7
- Fax Memory Unit Type M54 64 MB



Ricoh Online System Configurator Tool

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Main Unit

Item/Description	Item #	Power Requirements
IM 370F	423500	120 - 127V, 60Hz

Paper Tray & Optional Accessories

Item/Description	Item #	Power Requirements
Paper Feed Unit PB1200TL	423526	N/A
Medium Cabinet Type A7	52890	N/A

Fax Options

Item/Description	Item #	Power Requirements
Fax Memory Unit Type M54 64 MB	423520	N/A




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Main Unit

Item/Description	Item #	Thumbnail
IM 370F <ul style="list-style-type: none">• Output Speed (Letter): 37 ppm• Average Monthly Volume: 1,700 impressions/month• Maximum Monthly Volume: 10,000 impressions/month• Power Requirements: 120 - 127V, 60Hz• Weight: 90.2 lbs. (41 kg)• W x D x H (inches): 14.7 x 19.4 x 25.2• W x D x H (mm): 373.38 x 492.76 x 640.08	423500	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
Paper Feed Unit PB1200TL <p>A locking and label enhanced paper tray. Provides an additional 500 sheets. Paper sizes up to 8.5" x 11". Paper weights up to 16 lb. Bond/90 lb. Index. Weight: 17.6 lbs. (8 kg) W x D x H (inches): 14.7 x 19.4 x 4.9 W x D x H (mm): 373.38 x 492.76 x 124.46</p>	423526	

Medium Cabinet Type A7

Raises the height of the system while providing businesses with a convenient option for the storage of supplies and paper.

Can only be configured with either one or two optional paper feed units.

Weight: 16.6 lbs. (7.5 kg)

W x D x H (inches): 14.7 x 19.4 x 9.8

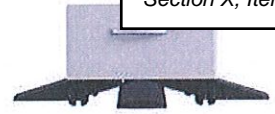
W x D x H (mm): 373.38 x 492.76 x 248.92

Note:

1. Medium Cabinet Type A7 cannot be installed with the base unit, three optional paper feed units, Caster Table Type A6 or High Cabinet Type A8.
2. Medium Cabinet Type A7 can only be installed when the system is configured with one or two optional paper feed units.

52890

Section X, Item 5.



Fax Options

Item/Description

Item #

Thumbnail

Fax Memory Unit Type M54 64 MB

Expansion memory provides additional 64 MB memory. Increases fax memory to 4,800 pages.

423520



Ricoh is committed to creating value for our customers through the production of top quality products, services and solutions that directly meet the needs of today's communication intensive business environments. As a result, we offer a range of Multifunction products with advanced scanning and printing software options that help boost productivity and improve workflow by enhancing the user experience. Visit [Ricoh-USA.com](https://www.ricoh-usa.com) for more information.

We offer a variety of services and solutions to meet diverse and challenging business needs. To find out more information, visit solutions.ricoh-usa.com

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Section X, Item 5.
RICOH
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Created By: **TOM TYLER** | Phone: 7708464941 | Email: ttyler@ecrvault.com

Your Configured RICOH IM C3010



Your Chosen Options

- IM C3010
- Paper Feed Unit PB3320
- Internal Finisher SR3310 (500 sheet)
- Power Filter with Inrush, Surge and Noise Protection 120V/15A

*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
23.10in	27.60in	47.60in
(587mm)	(701mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.



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Main Unit

Item/Description	Item #	Power Requirements
IM C3010	419302	120V-127V, 60Hz

Paper Tray & Optional Accessories

Item/Description	Item #	Power Requirements
Paper Feed Unit PB3320	419365	N/A

Output & Finishing Options

Internal		
Item/Description	Item #	Power Requirements
Internal Finisher SR3310 (500 sheet)	419401	N/A

Security & Miscellaneous Accessories

Item/Description	Item #	Power Requirements
Power Filter with Inrush, Surge and Noise Protection 120V/15A	W1500-15-120	N/A




Ricoh Online System Configurator Tool

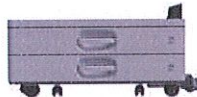
Choose a Model • Select Options • Save, Print or Email

Section X, Item 5.
imagine. change.

Main Unit

Item/Description	Item #	Thumbnail
IM C3010 <ul style="list-style-type: none">Output Speed (Letter): 30-ppmMaximum Monthly Volume: 20,000 impressions/month (Letter paper, 20 lb.)Power Requirements: 120V-127V, 60HzWeight: 218.9 lbs. (99.3 kg)W x D x H (inches): 23.1 x 27.6 x 37.9W x D x H (mm): 586.74 x 701.04 x 962.66 <p>Note:</p> <ol style="list-style-type: none">In order to complete a configuration, one of the following must be installed on the mainframe: Paper Feed Unit PB3320, LCIT PB3330 or Cabinet Type A5.This model has been Common Criteria certified.	419302	

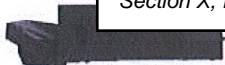
Paper Tray & Optional Accessories


Item/Description	Item #	Thumbnail
Paper Feed Unit PB3320 <p>Provides an additional 1,100 sheets.</p> <p>Paper sizes from 5.5" x 8.5" to 12" x 18".</p> <p>Paper weights up to 80 lb./166 lb. Index (300 g/m²).</p> <p>Weight: 50.7 lbs. (23 kg)</p> <p>W x D x H (inches): 23.1 x 27 x 9.7</p> <p>W x D x H (mm): 586.74 x 685.8 x 246.38</p> <p>Note:</p> <p>Paper Feed Unit PB3320 cannot be installed with LCIT PB3330 or Cabinet Type A5.</p>	419365	

Output & Finishing Options

Internal

Item/Description	Item #	Thumbnail
------------------	--------	-----------

Internal Finisher SR3310 (500 sheet) <p>The 500-sheet Internal Finisher provides multi-position stapling and optional hole punching.</p> <p>Recommended for offices with limited floor space.</p> <p>Supports paper sizes up to 12" × 18".</p> <p>Weight: 28.2 lbs. (12.8 kg)</p> <p>W × D × H (inches): 21.5 × 20.6 × 6.7</p> <p>W × D × H (mm): 546.1 × 523.24 × 170.18</p> <p>Note: Internal Finisher SR3310 cannot be installed with Internal Multi-Fold Unit FD3020, Internal Shift Tray SH3090, Bridge Unit BU3100, Finisher SR3320, Booklet Finisher SR3330 or any related options.</p>	419401	
---	--------	---

Security & Miscellaneous Accessories		
Item/Description	Item #	Thumbnail
Power Filter with Inrush, Surge and Noise Protection 120V/15A <p>Designed to provide a higher level of noise filtering and surge protection for devices that employ more sensitive and complex electronic components.</p> <p>Our Advanced Technical Support (ATS) recommends the use of power protection products to minimize potential electrical interference with products.</p>	W1500-15-120	

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We offer a variety of services and solutions to meet diverse and challenging business needs. To find out more information, visit solutions.ricoh-usa.com

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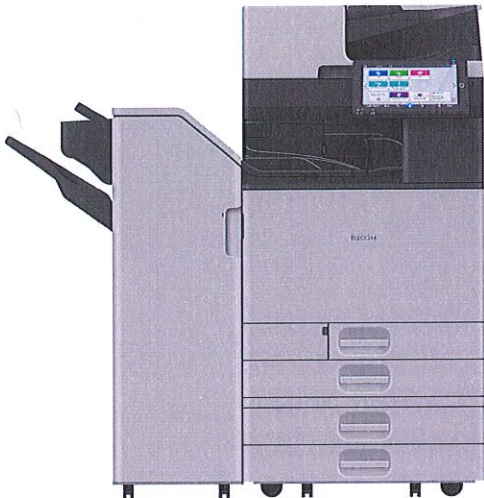
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Created By: TOM TYLER | Phone: 7708464941 | Email: ttyler@ecrvault.com

Your Configured RICOH IM C4510



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS		
WIDTH	DEPTH	HEIGHT
45.70in	27.60in	47.60in
(1,161mm)	(701mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)
120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional
power sources are needed.

Your Chosen Options

- IM C4510
- Paper Feed Unit PB3320
- Finisher SR3320 (1,000 sheet)
- Bridge Unit BU3100
- Punch Unit PU3080 NA
- PostScript3 Unit Type M52
- Fax Option Type M52
- Power Filter with Inrush, Surge and Noise Protection 120V/15A



Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

Ricoh *Section X, Item 5.*
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Main Unit

Item/Description	Item #	Power Requirements
IM C4510	419320	120V-127V, 60Hz

Paper Tray & Optional Accessories

Item/Description	Item #	Power Requirements
Paper Feed Unit PB3320	419365	N/A

Output & Finishing Options

External

Item/Description	Item #	Power Requirements
Finisher SR3320 (1,000 sheet)	419399	N/A
Bridge Unit BU3100	419381	N/A

Hole Punching Options

Item/Description	Item #	Power Requirements
Punch Unit PU3080 NA	418381	N/A

Print/Scan Options

Item/Description	Item #	Power Requirements
PostScript3 Unit Type M52	419416	N/A

Fax Options

Item/Description	Item #	Power Requirements
Fax Option Type M52	419423	N/A

Security & Miscellaneous Accessories

Item/Description	Item #	Power Requirements
Power Filter with Inrush, Surge and Noise Protection 120V/15A	W1500-15-120	N/A




Ricoh Online System Configurator Tool

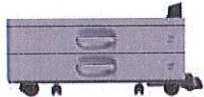
Choose a Model • Select Options • Save, Print or Email

R Section X, Item 5.
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Main Unit

Item/Description	Item #	Thumbnail
IM C4510 <ul style="list-style-type: none">Output Speed (Letter): 45-ppmMaximum Monthly Volume: 50,000 impressions/month (Letter paper, 20 lb.)Power Requirements: 120V-127V, 60HzWeight: 222.2 lbs. (100.8 kg)W x D x H (inches): 23.1 x 27.6 x 37.9W x D x H (mm): 586.74 x 701.04 x 962.66 <p>Note:</p> <ol style="list-style-type: none">In order to complete a configuration, one of the following must be installed on the mainframe: Paper Feed Unit PB3320, LCIT PB3330 or Cabinet Type A5.This model has been Common Criteria certified.	419320	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
Paper Feed Unit PB3320 <p>Provides an additional 1,100 sheets.</p> <p>Paper sizes from 5.5" x 8.5" to 12" x 18".</p> <p>Paper weights up to 80 lb./166 lb. Index (300 g/m²).</p> <p>Weight: 50.7 lbs. (23 kg)</p> <p>W x D x H (inches): 23.1 x 27 x 9.7</p> <p>W x D x H (mm): 586.74 x 685.8 x 246.38</p> <p>Note:</p> <p>Paper Feed Unit PB3320 cannot be installed with LCIT PB3330 or Cabinet Type A5.</p>	419365	

Output & Finishing Options

External

Item/Description	Item #	Thumbnail
------------------	--------	-----------

Finisher SR3320 (1,000 sheet)

1,000-sheet Finisher.

For offices that produce collated and stapled sets of documents, this finisher helps shorten production time. It offers 50-sheet, multi-position stapling, mixed sized stapling, optional hole punching and shift-sort collating, as well as a staple-less binding capability of up to 5 sheets.

Supports paper sizes up to 12" x 18".

Weight: 75 lbs. (34 kg)

W x D x H (inches): 22.6 x 26.2 x 37.8

W x D x H (mm): 574.04 x 665.48 x 960.12

Note:

1. Bridge Unit BU3100 or Internal Multi-Fold Unit FD3020 must be installed to add this option.
2. Finisher SR3320 cannot be installed with Internal Shift Tray SH3090, Internal Finisher SR3310, Finisher SR3340, Booklet Finisher SR3330, Booklet Finisher SR3350 or any related options.

419399

Section X, Item 5.



Bridge Unit BU3100

A required accessory when the main unit is configured with an external finisher. The Bridge Unit transports pages from the standard exit area into a Finisher for inline stapling or hole punching.

Note:

1. Finisher SR3320, Finisher SR3340, Booklet Finisher SR3330 or Booklet Finisher SR3350 must be selected to add this option.
2. Bridge Unit BU3100 cannot be installed with Internal Finisher SR3310, Internal Multi-Fold Unit FD3020, Internal Shift Tray SH3090 or any related options.

419381



Hole Punching Options

Item/Description

Item #

Thumbnail

Punch Unit PU3080 NA

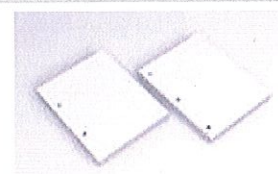
Optional hole punching for Finisher SR3320 or Booklet Finisher SR3330.

Supports paper sizes up to 11" x 17".

Note:

Finisher SR3320 or Booklet Finisher SR3330 must be selected to add this option.

418381



Print/Scan Options

Item/Description

Item #

Thumbnail

PostScript3 Unit Type M52

Genuine Adobe® PostScript®3™. Recommended for printing more complex color and PDF files.

The IM C4510 and IM C6010 come with standard PostScript3 Emulation and PDF Direct Print Emulation. This option is available for customers who require True Adobe® workflows like Photoshop®, Illustrator® and PDF/X as well as additional font support. When enabled on the MFP, the standard PostScript3 Emulation and PDF Direct Emulation will be disabled.

Note:

PostScript3 Unit Type M52 cannot be installed with Color Controller E-26C or any related options.

419416



Fax Options

Item/Description

Item #

Thumbnail

Fax Option Type M52

Installation required to enable fax services: 33.6 kbps, approximately 3 second transmission speed, standard JBIG and standard 320 Pages Memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), Fax Forwarding to Email & Paperless Fax function.

419423

Fax Destination

Enter fax destination with the Numb

► Destination

912015551234_

Tone

Pause

Security & Miscellaneous Accessories

Item/Description

Item #

Thumbnail

Power Filter with Inrush, Surge and Noise Protection 120V/15A

Designed to provide a higher level of noise filtering and surge protection for devices that employ more sensitive and complex electronic components.

Our Advanced Technical Support (ATS) recommends the use of power protection products to minimize potential electrical interference with products.

W1500-
15-120



Ricoh is committed to creating value for our customers through the production of top quality products, services and solutions that directly meet the needs of today's communication intensive business environments. As a result, we offer a range of Multifunction products with advanced scanning and printing software options that help boost productivity and improve workflow by enhancing the user experience. Visit [Ricoh-USA.com](https://www.ricoh-usa.com) for more information.

We offer a variety of services and solutions to meet diverse and challenging business needs. To find out more information, visit solutions.ricoh-usa.com

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ADDRESS	OWNER	PARCEL NO.	EX. ZONING	PROPOSED ZONING	FUTURE LAND USE	SURROUNDING ZONING	SITE IMPROVEMENTS	ACREAGE
N/A	Phillip R. Seay	0726051	C-2	N/A	Commercial Corridor	North: C-2 South: C-2 East: C-2 West: LUR	N/A	3.01 ac

SUMMARY & HISTORY

The applicant Kamlesh Patel & MAP Equities has submitted an application for a certificate of appropriateness for parcel 0726-051 to construct a hotel.

Upon staff’s review of the proposed landscape plan, site plan, and architectural renderings, the submission appears to meet the SR-74 Overlay standards. Staff would like to note that the approval of the proposed Certificate of Appropriateness only pertains to architectural and site elements as they pertain to Quality Growth Overlay district. Approval of a specific hotel brand or the internal operations and floorplan of hotel is not a component of this approval. Approval of such items will be part of the site plan and construction plan approval process. Hotel will need to comply with all other ordinance conditions at such time.

COMPREHENSIVE PLAN & FUTURE DEVELOPMENT MAP COMPATABILITY

The property lies within the Community Gateway character area which encourages commercial development consistent with the Town’s C-1, C-2, CMU, and O-I zoning classifications to maintain a high standard of architecture, landscaping, and sign controls that also accommodate pedestrian and traffic circulation throughout the developments.

ORDINANCE COMPATABILITY

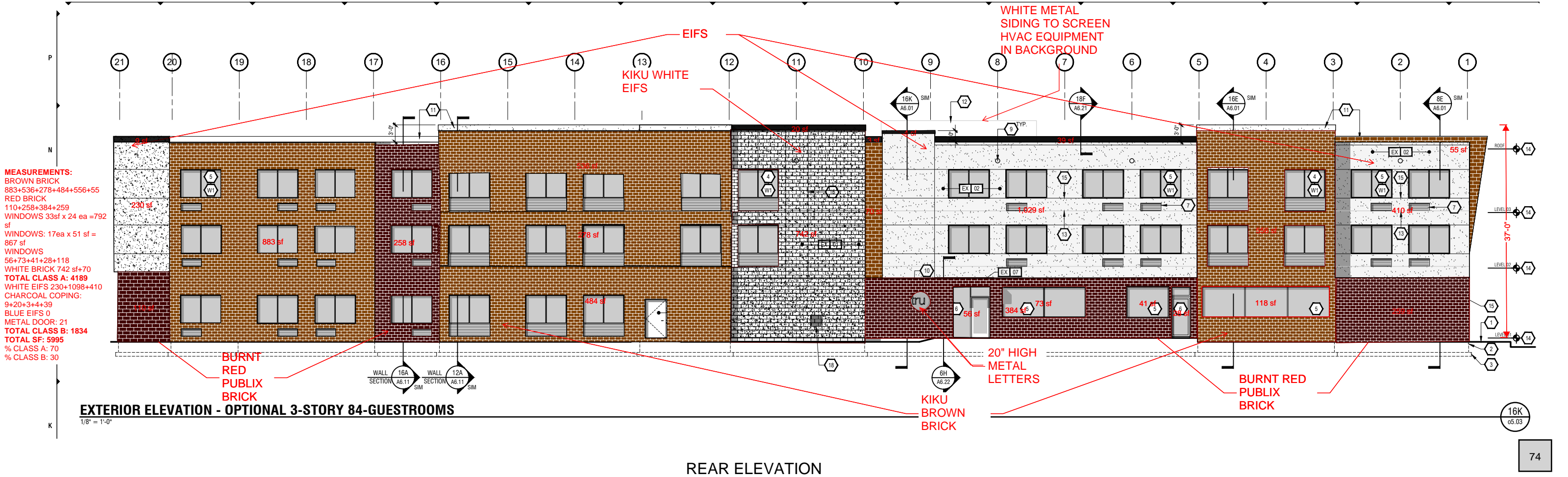
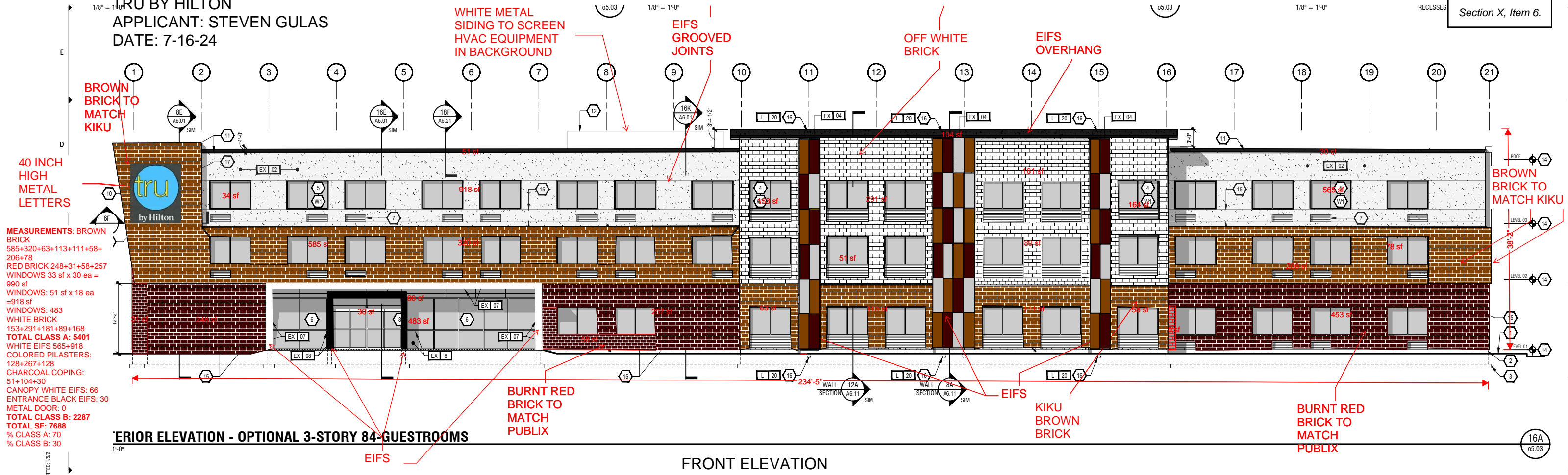
Upon review, it is staff’s determination that the proposed architectural and site plans are consistent with the Town’s overlay ordinance and Certificate of Appropriateness requirements. The architectural renderings meet the minimum standards outlined for the Quality Growth Overlay. The submission also meets the minimum requirements for a Certificate of Appropriateness as outlined in section 109-84 of the land development code.

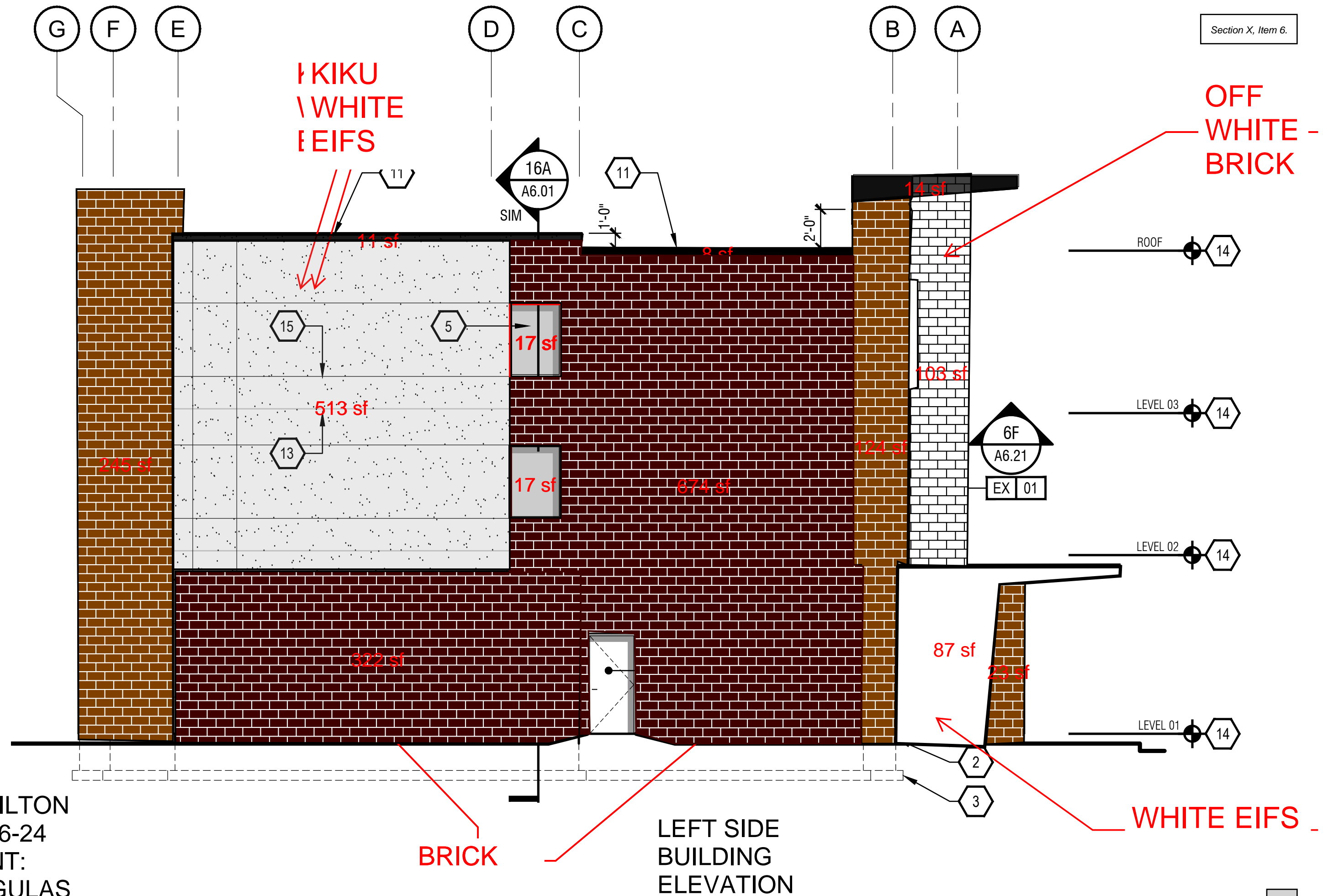
***NOTE** Certificate of Appropriateness (CA) compliance does not serve as approval for non-architectural or internal operations ordinance requirements. Conditions relating to cooktop equipment, room stays, internal room/lobby square footages, etc. . . must still be adhered to at the time of site plan and construction plan application submission. The CA also is not an approval of a specific brand or company associated with the hotel.*



TRU BY HILTON
APPLICANT: STEVEN GULAS
DATE: 7-16-24

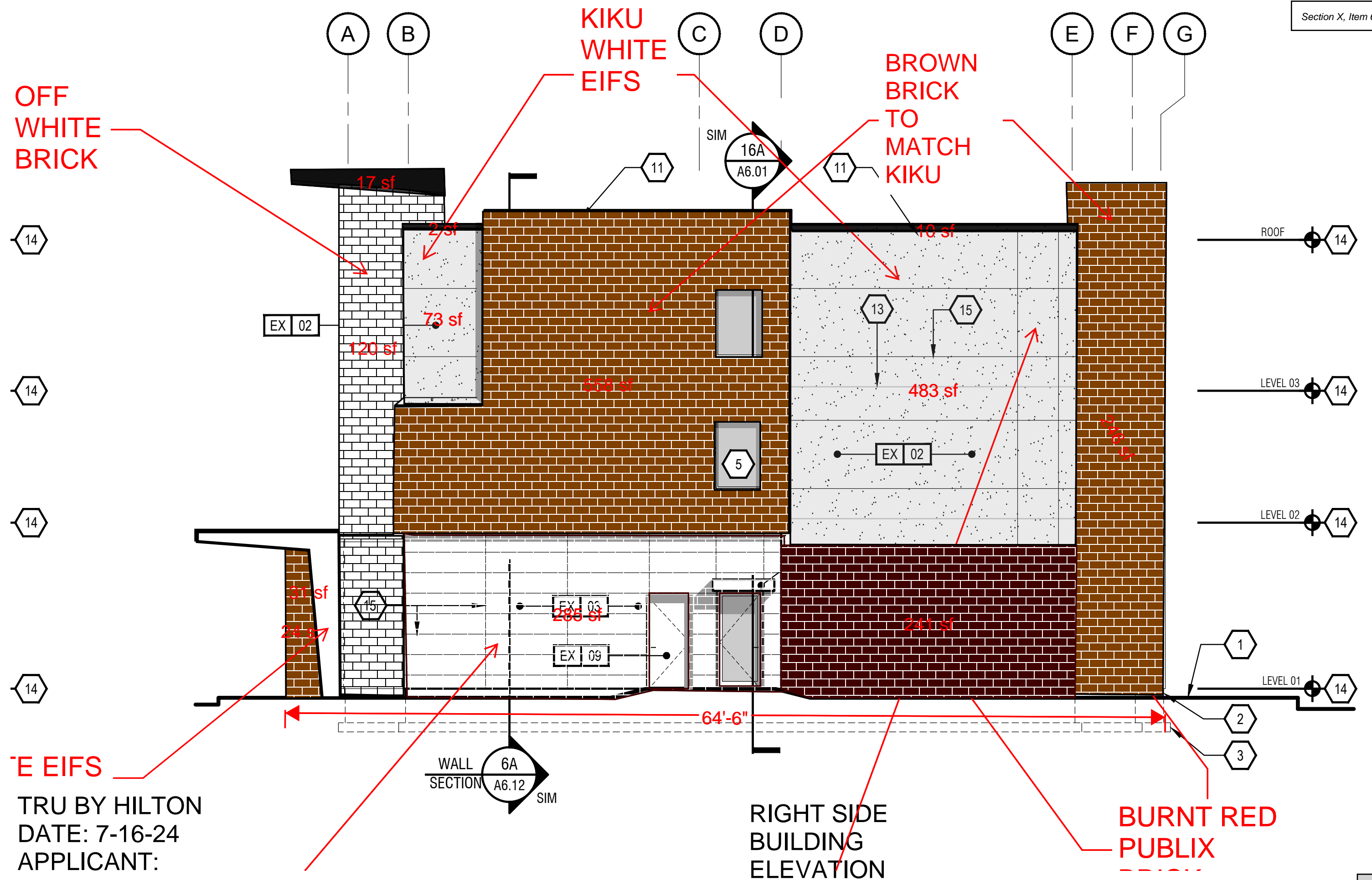
Section X, Item 6.





TRU BY HILTON
DATE: 7-16-24
APPLICANT:
STEVEN GULAS

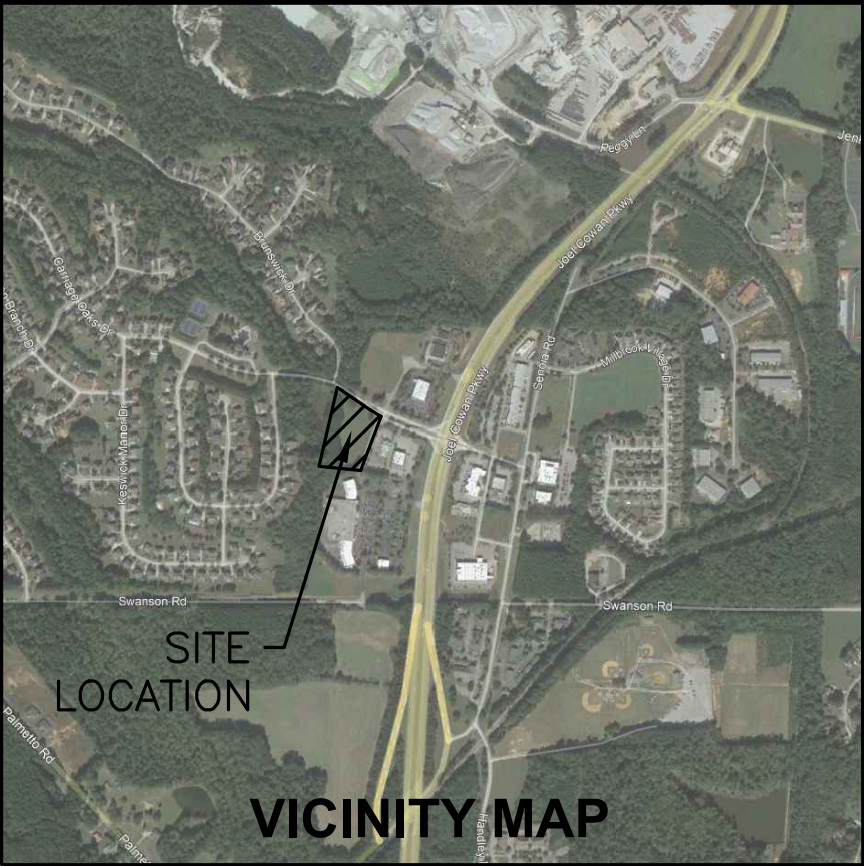
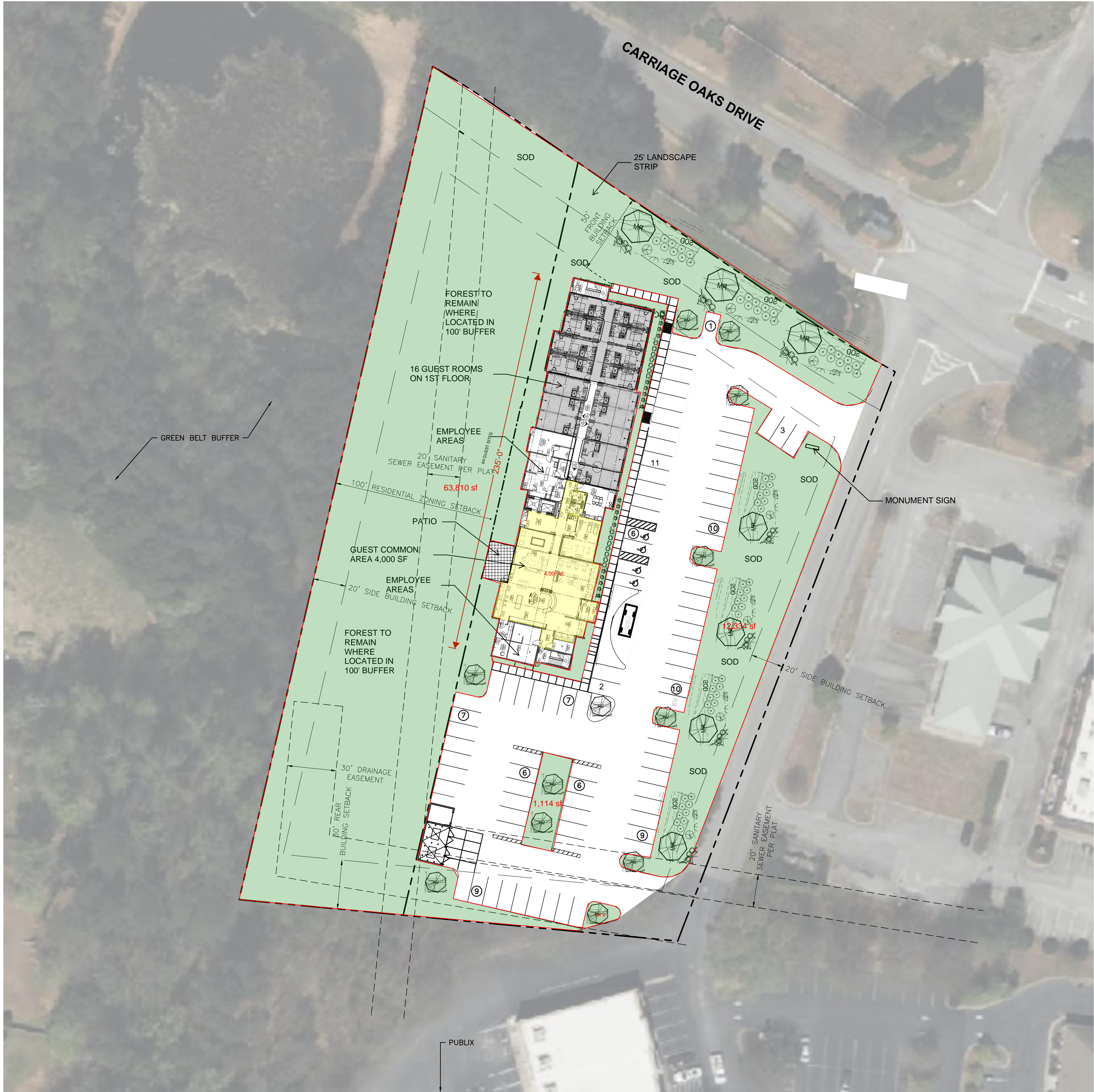
LEFT SIDE BUILDING ELEVATION



$$1/8^m = 1 \cdot 0^m$$

$$1/8^{\text{th}} = 1 \cdot 0^{\text{th}}$$

- | GUESTROOM INFORMATION: | |
|-------------------------|-----------------|
| ROOM TYPE: | REFER TO SHEET: |
| KING | A4.01 |
| DOUBLE QUEEN | A4.02 |
| ACCESSIBLE KING | A4.03 + A4.04 |
| ACCESSIBLE DOUBLE QUEEN | A4.05 + A4.06 |

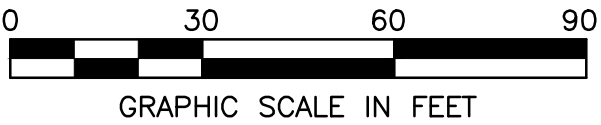


NOTES

PROPERTY LINES ARE APPROXIMATE. THIS CONCEPT PLAN WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT SURVEY.
THIS SITE CONTAINS NO FLOOD PLAIN PER FEMA FIRM #13113C0077E.

SITE DATA

LOT DATA		
PROPOSED SITE AREA	3.02±	ACRES
CURRENT ZONING	C-2	HIGHWAY COMMERCIAL DISTRICT
PARKING DATA:		
PARKING SPACE REQUIRED DIMENSIONS	9X18	FT.
DRIVE AISLE WIDTH REQUIRED	24	FT.
PARKING SPACES REQUIRED	84	1 SPACE PER GUESTROOM
PARKING SPACES PROVIDED	up to 87	
ACCESSIBLE SPACES REQUIRED	4	
ACCESSIBLE SPACES PROVIDED	5	



ISSUANCE SCHEDULE

DESCRIPTION

NUMBER DATE

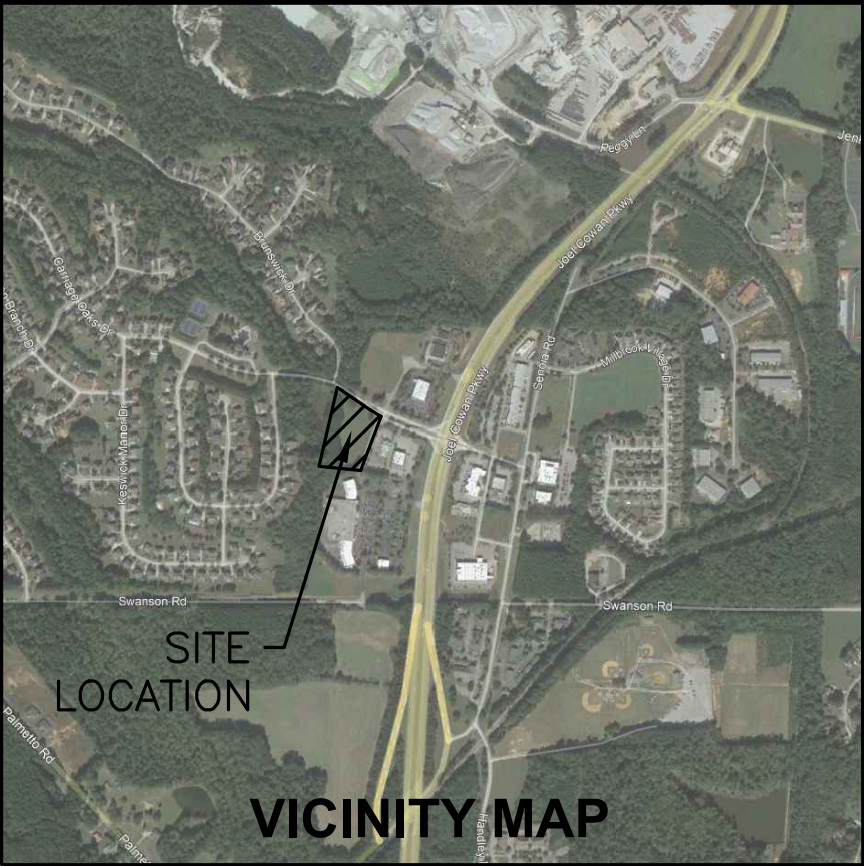
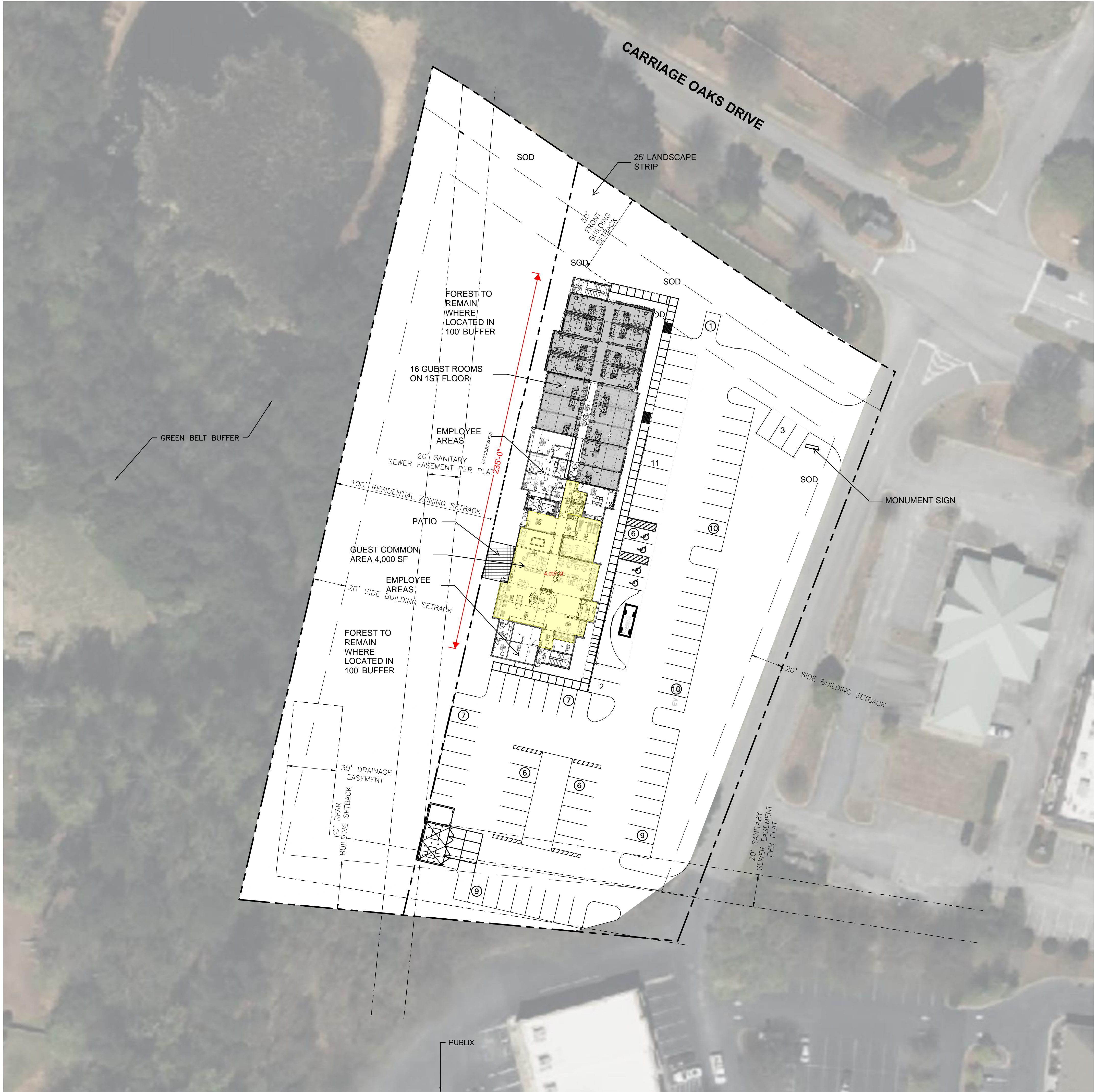
PROJECT NO:
DATE ISSUED: 6/11/24
DESIGNED BY: TR
DRAWN BY: DH
CHECKED BY: TR

SHEET NAME:
CONCEPT PLAN

SHEET NO:

CP

CARRIAGE OAKS DRIVE AND JOEL COWAN PARKWAY
TYRONE, GEORGIA



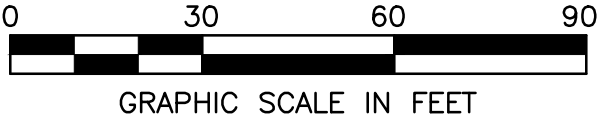
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ACCESSIBLE SPACES PROVIDED	5	



ISSUANCE SCHEDULE

NUMBER DATE DESCRIPTION

PROJECT NO:
DATE ISSUED: 6/11/24
DESIGNED BY: TR
DRAWN BY: DH
CHECKED BY: TR

SHEET NAME:
CONCEPT PLAN

SHEET NO:

CP

CARRIAGE OAKS DRIVE AND JOEL COWAN PARKWAY
TYRONE, GEORGIA

SUBJECT PROPERTY

SITE ADDRESS: CARRIAGE OAKS DR., TYRONE, GA 30290

TRACT 2S: 3.0163 ACRES ±
TRACT 3S A: 1.6570 ACRES ±
TRACT 3S B: 1.1583 ACRES ±
OVERALL TRACT 3S (A & B): 2.8153 ACRES ±

ZONED: PUD

SURVEYOR'S ACKNOWLEDGEMENT

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL THE MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; THIS PLAT CONFORMS TO ALL REQUIREMENTS OF GEORGIA PLAT ACT.

BY _____
REGISTERED GEORGIA PROFESSIONAL
LAND SURVEYOR NO. _____
DATE _____

THIS PLAT COMPLIES WITH THE ZONING REGULATIONS, THE LAND DEVELOPMENT ORDINANCE AND ALL OTHER REGULATIONS GOVERNING THE LAND DEVELOPMENT FOR TYRONE.

TOWN ENGINEER _____ DATE _____

MAYOR _____ DATE _____

TOWN CLERK _____ DATE _____

OWNER'S ACKNOWLEDGEMENT

I, THE UNDERSIGNED OWNER OF THE PROPERTY SHOWN ON THIS PLAT HEREBY OFFER TO DEDICATE AND/OR RESERVE FOR PUBLIC USE THE RIGHTS-OF-WAY, EASEMENTS, AND OTHER GROUND SHOWN.

OWNER: _____ DATE _____

N/F
JOHN WIELAND HOMES, INC

GENERAL NOTES

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TCRA 1103 ROBOTIC

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 43,962+ FEET AND AN ANGULAR ERROR OF 3.0" PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES METHOD.

THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 100,000+ FEET.

BEARINGS SHOWN ON THIS SURVEY ARE FROM GRID NORTH. (GA 83 WEST ZONE)

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.L.R.M. COMMUNITY PANEL NO. 13113000400 DATED 03/18/1996.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

LINE	ARC	CHD. BRG.	RADIUS	CHD.
C1	240.84'	S13°41'28"W	2964.78'	240.77'
C2	3.62'	S69°58'20"E	860.00'	3.62'
C3	52.60'	S27°02'14"E	35.00'	47.79'
C4	132.12'	S65°27'02"E	860.00'	131.99'
C5	38.88'	S58°10'48"E	440.00'	38.87'
C6	81.06'	S58°20'55"E	860.00'	81.03'

HOTEL
OUTPARCEL

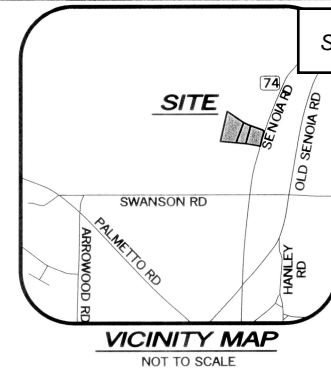
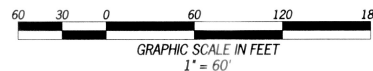
TRACT 2S:
131,388 SQ.FT.
3.0163 ACRES

TRACT 3S B:
50,456 SQ.FT.
1.1583 ACRES

TRACT 3S A:
72,178 SQ.FT.
1.6570 ACRES

LEGEND

- POR POINT OF BEGINNING
- IPS IRON PIN SET
- IPF IRON PIN FOUND
- CMF CONCRETE MONUMENT FOUND
- UP UTILITY POLE
- LP LIGHT POLE
- FP FLAG POLE
- SSWH SANITARY SEWER MANHOLE
- SSWH STORM DRAIN MANHOLE
- INV INVERT
- PH FIRE HYDRANT
- EP EDGE OF PAVEMENT
- TC TOP OF CURB
- BC BACK OF CURB
- TW TOP OF WALL
- BW BOTTOM OF WALL
- OU OVERHEAD UTILITY
- UE UNDERGROUND UTILITY
- CMF CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- PVC POLYVINYL CHLORIDE PIPE
- GW GUY WIRE ANCHOR
- TR TRANSFORMER
- JB JUNCTION BOX
- SWCB SINGLE WING CATCH BASIN
- DWCB DOUBLE WING CATCH BASIN
- CLF CHAIN LINK FENCE
- WV WATER VALVE
- WM WATER METER
- CO SEWER CLEAN-OUT
- GV GAS VALVE
- IRV IRRIGATION VALVE
- FOC FIBER OPTICS CABLE
- TSS TRAFFIC SIGNAL BOX
- TSP TRAFFIC SIGNAL POLE
- YI YARD INLET
- B.S.L. BUILDING SETBACK LINE
- S.S.E. SANITARY SEWER EASEMENT
- D.E. DRAINAGE EASEMENT
- ③ SAN. SEW. MANHOLE
- ④ STORM DRAIN MANHOLE
- UTILITY POLE
- ⊙ LIGHT POLE
- GUY WIRE
- △ WATER VALVE
- WATER METER
- △ GAS VALVE
- GAS METER
- ⊙ GAS PIPE MARKER
- ⊙ FIRE HYDRANT
- ⊙ SANITARY SEWER CLEANOUT
- ⊙ GREASE TRAP MANHOLE
- H — APPROX. WATER LINE
- S — SEWER LINE
- OU — OVERHEAD UTILITIES
- E — APPROX. ELECTRIC LINE
- G — APPROX. GAS LINE
- T — APPROX. TELEPHONE LINE



A FINAL PLAT PREPARED FOR:

POINT TO POINT
LAND SURVEYORS
810 Jackson Street
Locust Grove, Georgia 30248
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com



LAND LOT: 116

DISTRICT: 7TH

SECTION: N/A

CITY: TYRONE

COUNTY: FAYETTE

STATE: GEORGIA

DATE: 27 NOV., 2006

DRAWN BY: KJW

CHKD BY: C. INER

APPROVED BY: C. MCCANN

JOB NO.: 2006.653

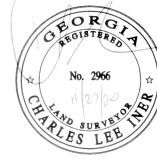
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SHEET NUMBER:

1

OF 1

80



SOUTHAMPTON HOTEL

LINE OF SIGHT STUDY FROM HWY 74' AND FROM
SOUTHAMPTON RESIDENITAL SUBDIVISION

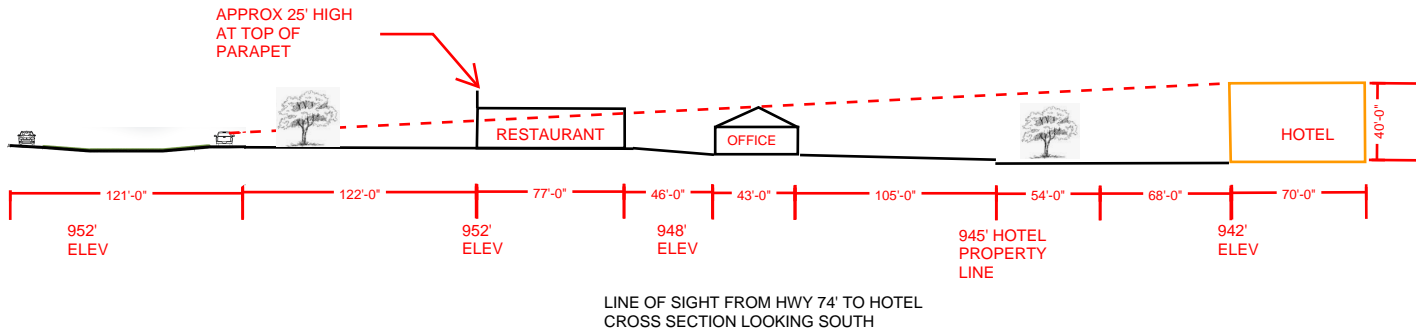
PARCEL 0726 051

APPLICANT: STEVEN GULAS

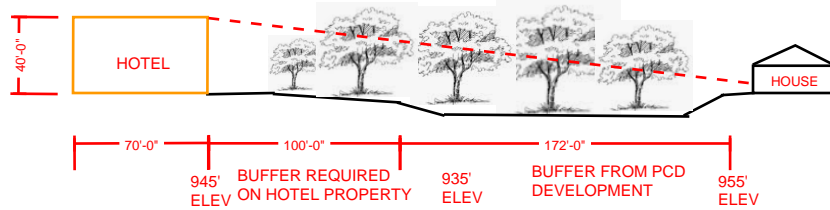
DATE: 6-10-24



LINE OF SIGHT FROM HWY 74'
KEY PLAN



LINE OF SIGHT FROM HOTEL TO HOUSE
CROSS SECTION LOOKING SOUTH



TRU BY HILTON TYRONE

Section X, Item 6.

BRICK SELECTED SAVANNAH MOSS (BROWN BRICK) AND BERKSHIRE (RED BRICK WITH CHARCOAL MIXED IN) AND ALPINE (OFF WHITE BRICK)

7-16-24



BROWN BRICK SLEEECTED TO BE SIMILAR TO KIKU RESTAURANT – **SAVANNAH MOSS**



KIKU JAPANESE RESTAURANT BROWN BRICK AND WHITE EIFS



KKU JAPANESE RESTAURANT BROWN BRICK AND WHITE EIFS





RED BRICK SLECTED TO BE SIMILAR TO PUBLIX– BERKSHIRE



PUBLIX BRICK (RED AND CHARCOAL MIX)



WHITE BRICK SELECTED – ALPINE (COLOR SIMILAR TO KIKU JAPANESE RESTAURANT)



KIKU WHITE EIFS WILL BE MATCHED IN COLOR FOR NEW HOTEL EIFS

Letter of Intent Hwy 74 Overlay**6-10-24****Hotel**

The site shall 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. The general design, the character and appropriateness of design, scale of buildings, arrangement, texture, materials, and colors of structures in question and the relationship of such elements to similar features of structures in the surrounding area are all appropriate with Publix large building as a neighbor in the commercial complex. Our structure is within 800 feet of the State Route 74 right-of-way line or is part of a common development within 800 feet of the State 74 right-of-way line. The exterior shall meet 70% Class A materials (brick and glass) at all four sides.

Town of Tyrone

PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM
(Application requires authorization by ALL property owners of subject property)

Name(s) of All Property Owners of Record found on the latest recorded Warranty Deed for the subject property

Phillip R. Seay, Jr., as Executor of the Last Will and Testament of Phillip R. Seay, deceased
Please Print Names

Property Tax identification Number(s) of Subject Property: 0726051
(I am) (We are) the sole owner(s) of the above –referenced property. Subject property is located in the Land Lot(s) _____ of the _____ District, and (if applicable to more than one land district) Land Lot(s) _____ of the _____ District, and said property consists of a total of acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I)(We) hereby delegate authority to Kamlesh Patel and Steven Gulas act as (my) (our) Agent for this site plan. As Agent, they have the authority to agree to any and all conditions, which may be imposed by the Board.

(I)(We) certify that all of the information field with this application including written statements or showing made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by the Town of Tyrone to process this application.

[Signature] - Executor
Signature of Property Owner 1

[Signature]
Signature of Notary Public



145 Thomas Overby Dr., Sharpsburg GA 30277
Address

September 18, 2022
Date

Signature of Property Owner 2

Signature of Notary Public

Address

Date

Signature of Property Owner 3

Signature of Notary Public

Address

Date

Signature of Property Owner 4

Signature of Notary Public

Address

Date