



## TOWN COUNCIL MEETING

**(REVISED)**

**October 20, 2022 at 7:00 PM**

---

950 Senoia Road, Tyrone, GA 30290

---

**Eric Dial**, Mayor

**Gloria Furr**, Mayor Pro Tem, Post 4

**Linda Howard**, Post 1

**Melissa Hill**, Post 2

**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager

**Dee Baker**, Town Clerk

**Dennis Davenport**, Town Attorney

### **I. CALL TO ORDER**

### **II. INVOCATION**

### **III. PLEDGE OF ALLEGIANCE**

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

### **V. APPROVAL OF AGENDA**

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

1. Approval of the Christ Church of Tyrone Square Dancing event in Shamrock Park on October 23rd from 6:00PM-8:30PM. This event will be free and open to the public.
2. Approval of October 6, 2022 workshop and regular meeting minutes.
3. Approval of a Tree Removal Agreement regarding 125 Lynwood Avenue.

### **VII. PRESENTATIONS**

### **VIII. PUBLIC HEARINGS**

### **IX. OLD BUSINESS**

4. Consideration to approve the Town of Tyrone's 2023 SPLOST Project List.  
**Phillip Trocquet, Town Planner**

**X. NEW BUSINESS**

5. Consideration to approve a transfer of ownership of parcel number 0738107 from the Town of Tyrone to the Downtown Development Authority of Tyrone. **Brandon Perkins, Town Manager**
6. Consideration to approve the Tyler Technologies Software as a Service Agreement. **Sandy Beach, Finance 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**



# COUNCIL ITEM AGENDA REQUEST FORM

Section VI, Item 1.

Department: Recreation

## COUNCIL MEETING DATE

10/20/2022

## STAFF CONTACT

Rebecca Brock

## Staff Report:

### Item Description:

Christ Church of Tyrone would like to put on a free Square Dancing event in Shamrock Park on October 23rd from 6PM-8:30PM. This event will be free and open to the public. Staff recommends the approval of this event.

### Background/History:

### Findings/Current Activity:

Is this a  
budgeted item?

Y

☐

N

☐

If so, include budget line number:

### Actions/Options/Recommendations:

Staff recommends approval of this event.

# TYRONE TOWN COUNCIL WORKSHOP MEETING

## MINUTES

October 06, 2022 at 5:30 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Absent: Council Member Gloria Furr  
Brandon Perkins, Town Manager

Also present was:

Sandy Beach, Finance Manager

Scott Langford, Town Engineer / Public Works Director

### I. CALL TO ORDER

### II. INVOCATION

### III. PLEDGE OF ALLEGIANCE

### IV. PUBLIC COMMENTS:

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

SPLOST Advisory Committee Member, Stephen Eller from the audience(inaudible) stated that he believed that no one knew about the workshop at 5:30 pm only the regular meeting at 7:00 pm. That may be the reason it was not well attended. Mr. Trocquet stated that Council had not had a workshop in a while.

### V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

### VI. PRESENTATIONS

### VII. CONSENT AGENDA:

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

## VIII. PUBLIC HEARINGS

## IX. OLD BUSINESS

## X. NEW BUSINESS

1. Review of the Town of Tyrone 2023 Special Purpose Local Option Sales Tax (SPLOST) Manual Draft. **Phillip Trocquet, Assistant Town Manager.**

Mr. Trocquet began his presentation and stated Fayette County would be presenting a new 2023 SPLOST referendum to voters. He stated that before Council was a manual outlining projects and dollar amounts if the special tax was approved. Mr. Trocquet shared that there was a great group of folks which included staff and a citizen Advisory Committee that worked together. The citizens on the committee came from different locations and backgrounds to help formulate a list of projects that were suitable given the projected revenues. He thanked the committee and staff and gave an overview of the Project Manual.

Mr. Trocquet stated that the manual included an overview of what the SPLOST was and how it was distributed throughout the county and Tyrone. He then shared the categories which included leisure services, multi-use paths, Town Center (downtown), sewer & stormwater, and public safety and equipment. He compared Atlanta's SPLOST rate at 8.9%, to Fayette County's at 7.0%. He then broke down the sales tax, 4 cents were allocated to the State, 1 cent to the Local option Sales Tax (LOST), 1 cent to E-SPLOST (education), and 1 cent to SPLOST which would end in 2023. All totaled to the 7% sales tax for Fayette County. Mayor Dial clarified that on page 3 of the document, it stated that the SPLOST vote would take place in November of 2023, when in fact, it would be on the March 2023 ballot. Mr. Trocquet stated that it would be changed.

Mr. Trocquet indicated that page 5 of the document displayed the break-down of each city's portion of the 2023 SPLOST. If passed, Tyrone would receive 6.4% at a projected amount of \$13,492,500. He added that the funding would be distributed into the same five categories, transportation, stormwater & sewer improvements, downtown improvements, and public safety, administration, and equipment. He clarified that the projected \$4.5 Million for transportation included road improvements and multi-use paths.

Mr. Trocquet shared the project summary on page 7 of the document which further detailed the five categories. Some examples were: paving and intersection improvements, connecting the school complex on Jenkins Road to downtown through cart paths, improving the Castlewood Road cart paths, downtown street lighting and signage improvements, improvements to all town parks, infrastructure upgrades, and stormwater structure improvements, and public safety and public works vehicles and equipment.

Mr. Trocquet noted that the budget summary was located on page 8. He stated that the multi-use paths connections and improvements were estimated at \$2 Million.

These were listed as: a Sandy Creek Highschool path, Dogwood Trail railroad crossing, Laurelwood Road connection for the dirt section to the paved section, Tullamore to Greencastle Road, and a path on East Crestwood or signage making the road a share-the-road portion, and Farr Road path improvements.

Mr. Trocquet continued with the budget summary. He listed some of the downtown improvements: monument signage for the buildings and parks, wayfinding signage, and Senoia Road streetscaping, which would include lighting, trees, beautification, traffic calming devices, on-street parking, street widening, and cart path expansion. He continued with the downtown improvements and shared that Commerce Drive would receive similar improvements as Senoia Road. Other improvements include; underground utilities, crosswalk and pedestrian improvements, curb and gutter improvements along with parking expansion for downtown. Downtown improvements would estimate \$2.5 Million of SPLOST funds.

Mr. Trocquet then listed Parks and Recreation improvements: Shamrock Park landscaping, hardscaping, lighting and electrical, a permanent pavilion/stage for entertainment and a future Market Place, parking and expansion, library and recreation exterior space improvements. He added that Redwine, Handley, and Fabon Brown parks would also be on this list for improvements. He stated that parks and recreation improvements would total approximately \$2.5 Million of SPLOST funds.

Mr. Trocquet shared that the Stormwater improvements would include dams and infrastructure, including pipes and culverts. Sewer improvements would include capacity and infrastructure. He added that stormwater and sewer improvements were estimated as utilizing \$3.5 Million of SPLOST funds.

He stated that the Administration costs would include three different types of public works trucks and radios, and police patrol cars and radios with an estimated total of \$500,000 of SPLOST funding. All projects would total approximately \$13.5 Million of SPLOST funds.

Mr. Trocquet stated that the next portion of the manual displayed visuals for the particular projects. He reminded Council that it was a workshop if they had any comments or corrections to please inform him. He added that the visuals gave voters a better insight of the projects. He gave Fabon Brown Park as an example. Citizens only see .5 acres of the 5 + acre park. He also mentioned the additional land that the Town purchased adjacent to Handley Park, eventually making that portion a nature preserve. He shared renderings of most Tyrone parks and added that additional SPLOST funding would assist in the already underway Dorthea Redwine Park improvements.

Council Member Howard began a discussion to move the walking path at Redwine Park being that the path was hidden nearest to the pond. Mr. Trocquet suggested thinning the woods and adding lighting. Council Member Howard clarified that public works had

cleared some and it did look better. Council Member Campbell stated that the area became very damp during the rainy seasons.

Mr. Trocquet moved to page 14 and shared an updated multi-use path map. He added that a Sandy Creek intern was currently working on the connection project. He shared that the rendering indicated a route from the main student parking lot to Powers Way and Senoia Road. He also factored in the new development on Hwy 74 and Jenkins Road.

He added that the developer agreed to construct a cart path along the back end of their development with a curb cut and crossing to the school. Mayor Dial asked who would be responsible for the crossing. Mr. Langford stated that the crossing would be the responsibility of the Town, Fayette County, and the Fayette County Board of Education, which would lend to better odds for applying for a grant. Mr. Trocquet shared that the Town could possibly qualify for a High-Intensity Activated crossWalk (HAWK) beacon. He added that the connection would connect citizens to the schools and the schools to the Legacy Theater and the shops at Southampton.

Council Member Campbell asked how the residents at Southampton and on the west side of town, cross Hwy 74 to get to the east side. Mr. Trocquet stated that pedestrians would use the crosswalk. The new route would add an additional mile to the route once completed. The route would begin at the crossing on Jenkins Road, located at the student parking lot. It would then utilize the current school path, cut through Town property onto Powers Way, then to Senoia Road. The path would travel under the overpass to the planned connection near the exit ramp, through Town property onto the Publix shopping center property.

Mr. Trocquet moved to page 16 where it indicated a map of the planned Dogwood Trail/Senoia Road railroad crossing extension. This would essentially connect Maple Shade and other residents along Senoia Road to downtown. This would also be contingent on CSX approval. He added that if they denied it, there were other alternate routes planned. Residents were already traveling down Senoia Road; this would be a much safer route. Council Member Campbell asked if the Tullamore Trail to Greencastle Road path was one of the alternatives. Mr. Trocquet explained that yes, Greencastle was already a 25-mph road with a pre-existing path from Maple Shade. The Town would connect Greencastle to the Tullamore subdivision, to the Ivy Vale subdivision, on to East Crestwood Road. It still incorporated a railroad crossing, however, there was a much lower traffic count on East Crestwood. The ultimate goal was to connect folks to downtown and the Publix Shopping Center.

Council Member Howard inquired about a piece of property across Senoia Road from Maple Shade Drive before the railroad crossing. Mr. Trocquet stated that he would report back to her regarding the owner. He added that the section was part of the direct route down Senoia Road.

Mr. Trocquet moved to page 17 as it mapped miscellaneous cart path/pedestrian improvements. He shared that the section included the Laurelwood Road connection and the Castlewood Road improvements, along with Farr Road cart path improvements.

He added that Farr Road could also be a candidate for the share-the-road speed limit of 25 mph along with traffic calming devices.

Council Member Howard inquired about downtown sidewalk improvements. Mr. Trocquet stated that those sidewalks were bundled with the downtown improvements. Mr. Langford reminded everyone that the County also owned sections of Farr Road and they would need to be included in any widening or enhancement discussions.

Mr. Trocquet moved on to page 18 of the document which included the Town Center (Downtown). He stated that the Livable Centers Initiative (LCI) projects and the Comprehensive Plan had already laid out projects for improving the downtown area. These particular investments into the downtown area would ideally promote new business growth and property development. The LCI projects would assist with stretching SPLOST dollars and help with applying for matching grant funds such as TIP grants. Council Member Howard asked for clarification regarding the actual location of the entire Fabon Brown park. Mr. Trocquet displayed the property from the County's Tax map.

Mr. Trocquet touched on pages 19-23. He shared examples of streetscaping and wayfinding, parking, gateway, and monument signage. He reviewed street calming devices and a specific area downtown that indicated many overhead utility lines. He added how much better the Town would look with all lines hidden underground. He then spoke briefly regarding sewer and stormwater. The goal was not to expand sewer into the Town but to offset the property tax increases in core areas with large economic development on the northern corridor for the economic health of the community.

He stated that page 23 was dedicated to public safety and public works trucks, radios, and patrol cars. That was the end of the presentation. Mr. Trocquet shared that there would be time for corrects before the public vote. He asked for Mayor and Council's comments.

Mayor Dial asked if anyone could think of anything that may be an issue such as CSX and the railroad crossing. Mr. Trocquet agreed and stated that the number one issue would be CSX. He added that based on their research, the CSX projects should be approved as long as we were patient and followed their guidelines. Mayor Dial clarified that the next step would be to place this on our website and send it to Fayette County. Ms. Beach added that it needed to be approved by the County. Council Member Campbell asked about promoting the document. Ms. Beach stated that the entire project was spearheaded by County employees dedicated to the SPLOST project. Mr. Langford added that the County was a good supporter of required transportation projects. Mr. Trocquet gave the Farr Road project as an example, the portion belonging to the County was not large and it had a pre-existing cart path. Mr. Langford clarified that if there were sections of road which the Town and the County-owned, the County would take jurisdiction.

Mayor Dial began a discussion regarding some possible corrections and inquired about the cost distribution for services which included page 6 of the document and the pages that followed which broke down each category. He asked if some were combined, would it give more flexibility or did they have to be separated? Mr. Trocquet stated that he

could combine some categories. Ms. Beach stated that the Admin. amount needed to be changed on page 8.

Mr. Trocquet stated that the \$500,000 was closer to the needed amount. Mr. Davenport stated that the Parks and Recreation total should be \$2 Million not \$2.5 Million.

Mayor Dial inquired about folding in Town assets such as the museum and recreation buildings as examples for improvements/repairs.

Mr. Trocquet stated that they could be placed under Town Services. Mr. Trocquet stated that we could be general, however, specific enough so the citizens knew what was on the list. Mr. Langford suggested adding in a line that stated, facility maintenance. Mr. Davenport cautioned against the placement of maintenance. Mr. Langford then suggested facility improvements.

Council Member Howard stated that Veterans Park was not listed in the document. Mr. Trocquet stated that he would combine all parks into their own category for improvements. He clarified that Shamrock Park would have its own category. Mayor Dial questioned if for example, Redwine Park was listed but improvements came from the former SPLOST, would it be ok to keep Redwine Park on the list? Mr. Davenport stated that it would be acceptable. Mr. Trocquet added that Veterans Park would also be included within the downtown plan for streetscaping and parking.

Mayor Dial asked if Council or staff viewed any particular category that there was not enough listed within that category. Mr. Trocquet shared that one of his concerns were predicting the costs of projects given the current climate. He added that staff did feel confident that funds would be well spent for each project. If we over-collect, funds could be spent on facility improvements. If we under-collect, most of the listed projects could be future Capital Improvement Projects or inline for a future SPLOST. They could also be funded through the General Fund or grants could be applied for.

Mayor Dial shared his concern regarding the stormwater sewer projects, they could require a large amount and there was only \$2 Million allotted. Mr. Trocquet explained that if the money remained from the stormwater amount, other projects on the list could be completed. Mr. Davenport agreed and clarified that items could not be added to the list, only what was currently on the list when passed by voters would be permissible.

Council Member Campbell directed to Mr. Langford that Council could assume that a list had already been formed for specific stormwater projects. Mr. Langford agreed and added that the worse pipes would be taken care of first. Council Member Campbell inquired about the tier system. Mr. Trocquet shared that the tier system was for timing and priority. Tier 1 projects would begin immediately but could be long-term. A Tier 2 project could be completed before a Tier I project, all due to timing. He clarified that the tier system could be confusing for citizens, it was mostly used for staff. He stated that the SPLOST Advisory Group discussed the tier-system at great length. He added that Council could decide to use the tier system or only use it internally. It was agreed that the tier system be kept for internal purposes. Ms. Beach stated that several of the projects listed

were extra in case more money was obtained. She added that the current SPLOST ends in June 2023.

Council Member Campbell thanked everyone for their hard work. Mr. Trocquet thanked the citizen SPLOST Advisory Group. Mr. Trocquet gave a partial timeline: Council would vote on the approval of the SPLOST document at the October 20, 2022, Council meeting, the approved final document would be placed on the website, and in November all County municipality Mayors meet.

Mayor Dial asked for clarification on what Council and staff could and could not say regarding the SPLOST. Mr. Davenport stated to only educate citizens on the SPLOST do not attempt to influence a vote for or against it. Try to inform citizens as best you can. Mr. Trocquet clarified that the SPLOST manual was similar to the LCI and Comp Plan as it related to informing the citizens of our Town projects. He added that the Advisory Committee stayed on track formulating the manual as an educational tool for our citizens.

Mayor Dial asked if it was ok to say that the SPLOST would be in lieu of tax funds. Mr. Davenport advised against it. He added to educate citizens and encourage them to vote however they wanted. Mr. Trocquet clarified that the SPLOST funds only accelerate the completion of planned Capital projects without utilizing General Funds.

Mr. Eller from the audience (inaudible) asked if they could meet with Town HOA's. Mr. Davenport stated that non-profit organizations were often formed to better inform the public. Mayor Dial asked if staff could present the manual as a topic when they meet with the various HOA's. Mr. Davenport clarified that it would be allowed as long as it was presented as an educational topic and invite them to vote in March 2023. Mr. Trocquet stated that he would be happy to present as he did for the LCI and Comp Plan.

Mr. Trocquet shared the complete timeline: the Tyrone SPLOST Advisory Committee met on September 19<sup>th</sup>, the Council workshop was on October 6<sup>th</sup>, Council would vote to adopt the final manual on October 20<sup>th</sup>, the County Mayors meet on October 24<sup>th</sup>, December 8<sup>th</sup> would be the County Board of Commissioners adoption the Resolution, March 20<sup>th</sup> would be continued education, and finally, the Referendum would be on the March 21<sup>st</sup> ballot for citizens to vote.

**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**

A motion was made to move into Executive Session for one real estate item, one item of threatened litigation, and for Council to review the Executive Session Minutes from September 15, 2022.

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

A motion was made to reconvene.

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

A motion was made to approve the Executive Session Minutes from September 15, 2022.

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

## **XV. ADJOURNMENT**

A motion was made to adjourn.

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

The meeting adjourned at 6:58 pm.

By: \_\_\_\_\_  
Eric Dial, Mayor

Attest: \_\_\_\_\_  
Dee Baker, Town Clerk

# TYRONE TOWN COUNCIL MEETING

## MINUTES

October 06, 2022 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Absent: Council Member Furr  
Brandon Perkins, Town Manager

Also present was:

Sandy Beach, Finance Manager

### I. CALL TO ORDER

### II. INVOCATION

### III. PLEDGE OF ALLEGIANCE

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

### V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

**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 September 15, 2022 meeting minutes.

A motion was made to approve the consent agenda.

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

Mayor Dial thanked Marge and Gene Garrett for beautifying the front of the library with flowers in their spare time. He also welcomed back Ms. Garrett on board at the library.

**VII. PRESENTATIONS****VIII. PUBLIC HEARINGS****IX. OLD BUSINESS****X. NEW BUSINESS**

2. Consideration to approve an agreement between the Tyrone Police Department and the Georgia Department of Transportation (GADOT) governing the right-of-way maintenance for all FLOCK camera sites located on GADOT right of ways and to designate Chief Mundy as the signee. **Randy Mundy, Police Chief**

Chief Mundy announced that the Georgia Department of Transportation (GDOT) has presented the Police Department with a right-of-way maintenance agreement for the FLOCK camera sites. Normally, the Mayor would be the designated signee for agreements, however, GDOT stated that being the permit was with the local Police Department, the Chief should sign the document. He added that after speaking with Mr. Davenport, it was suggested that the Chief should be the signee.

A motion was made to approve the agreement between the Tyrone Police Department and the Georgia Department of Transportation and to allow Chief Mundy to be the designated signee.

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

3. Consideration to Award the REBID - 2022 Museum Foundation Repair PW-2022-07 to PDQ Enterprise, Inc. at a price of \$16,900. **Scott Langford, Town Engineer / Public Works Director**

Mr. Langford shared that looking at the museum, on the back right side of the building where the former Environmental office was located, cracks were present on both sides of the corner section. He added that it was affecting the brick and mortar. He explained that after the first bid in August, one bidder was non-responsive for failure to meet all requirements. The second bid was held in September and the low bidder was PDQ Enterprise, Inc which was within the Public Works budget for general building maintenance.

Council Member Campbell clarified that the project was only for the cracks in the foundation, not for water damage in the front of the museum. Mr. Langford agreed and explained the process for correcting the damage.

A motion was made to award the Rebid 2022 Museum Foundation Repair Project No: PW 2022-02 to PDQ Enterprises, Inc. for the fee of \$16,900.

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

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

**XII. STAFF COMMENTS**

Ms. Beach stated that she was not notified that Ms. Garrett was working at the library. She added that if she was it needed to be approved by Council. Typically, it would be based on an email, which she was not given or copied. If Ms. Garrett was currently working, it would affect her retirement. She would need to talk to her, she added that she would call Ms. Newland tomorrow.

Mr. Langford thanked Mr. Trocquet for a super job on the SPLOST manual. Mr. Trocquet thanked staff for the assistance along with the SPLOST Advisory Group. Mayor and Council thanked Mr. Trocquet for a job well done.

**XIII. COUNCIL COMMENTS**

Council Member Campbell stated that although it was a reschedule the last Downtown Development Authority (DDA) event was great and the Vintage Vixen's band was phenomenal. He added that the DDA events should resume next spring.

Mr. Trocquet and Chief Mundy announced that the Strongman Completion was rescheduled for Friday, October 14<sup>th</sup> beginning at 5:00 pm at Shamrock Park which would be followed by Action Wrestling at 7:30 pm.

Ms. Baker announced that the Trick-or-Treat around Shamrock Lake would be on Friday, October 28<sup>th</sup> from 3:00 – 5:00 pm.

Mayor Dial announced that the Lighting of the Christmas Tree would be on Sunday, November 27<sup>th</sup> which would include fireworks. He also announced that the Town would also have its annual Veterans Day Program at Veterans Park on November 11<sup>th</sup> at 11:00 am.

Mr. Trocquet shared that he would reach out to Ms. Brock with Recreation due to some interest in a Christmas Parade since the Founders Day parade was canceled.

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

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

The meeting adjourned at 715 pm.

By: \_\_\_\_\_  
Eric Dial, Mayor

Attest: \_\_\_\_\_  
Dee Baker, Town Clerk

COUNTY OF FAYETTE

STATE OF GEORGIA

TREE REMOVAL AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Tyrone, a municipal corporation of the State of Georgia, acting by and through its Mayor and Council, hereinafter, the “Town,” and Donnie B. Wade and Cynthia L. Wade, owners as joint tenants with rights of survivorship, hereinafter, the “Property Owners,” of that certain realty located at 125 Lynwood Avenue, Tyrone, Georgia 30290, hereinafter the “Subject Property,” for the purpose of the Town working in concert with the Property Owners to remove a tree situated on property owned by the Town and the Property Owners, the “Unsafe Tree,” and for other purposes (the “Agreement”).

W I T N E S S E T H:

WHEREAS, the Town is a duly chartered municipal corporation existing in the State of Georgia, and is governed by the Mayor and Council for the Town; and

WHEREAS, the Town understands that the Unsafe Tree is situated partly on Town property and partly on the Subject Property; and

WHEREAS, the Town has determined that the Unsafe Tree is in need of immediate removal; and

WHEREAS, the Property Owners have the requisite authority to authorize the removal of the Unsafe Tree; and

WHEREAS, the Property Owners desire to cooperate with the Town with respect to the removal of the Unsafe Tree.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the Property Owners, the Town and the Property Owners agree as follows:

1.

Certified Arborist Nick LeCroy has opined that the Unsafe Tree should be removed “as soon as possible.” Email from Trich LeCroy dated August 31, 2022 attached as Exhibit “A.” The Town has received an estimate for removal of the Unsafe Tree from Zamora Tree Service in the amount of FIVE THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$5,250.00) DOLLARS. This amount includes grinding the stump.

2.

The Town and the Property Owners agree that the location of the Unsafe Tree on the Subject Property, and in close proximity to Lynnwood Avenue, causes the Town and the Property Owners to willingly work in concert to remove the Unsafe Tree. The Property Owners agree to contribute EIGHT HUNDRED AND 00/100 (\$800.00) DOLLARS (the “Contribution”) toward removal of the Unsafe Tree. The Town will invoice the Property Owners for the Contribution and the Property Owners agree to pay the Contribution within 30 days of their receipt of the notice to pay. Additionally, the Property Owners, through this Agreement, hereby grant a license to the Town for the Town to take all action necessary to remove the Unsafe Tree.

3.

The Property Owners are fee simple owners of the Subject Property by virtue of a Warranty Deed recorded at Deed Book 1331, Page 608, recorded December 18, 1998, in the Deed Records of Fayette County, Georgia. The aforementioned Warranty Deed was re-recorded

at Deed Book 3094, Page 672, on September 14, 2006 to correct the legal description in the originally-recorded Warranty Deed. The Property Owners are clothed with sufficient authority to grant this license. The Property Owners hereby grant a license to the Town for it to exercise all reasonable efforts to remove the Unsafe Tree from the Subject Property. The Property Owners hereby provide this license for the Town to enter and remain on the Subject Property, during the hours of 8:00 a.m. to 7:00 p.m. for a period of 30 days beginning with the receipt of notification by the Property Owners of the Town's intention to begin the removal of the Unsafe Tree. The Property Owners agree to indemnify the Town against any damages to property or injuries to persons which occur during the course of prosecuting the activity of tree removal, absent the negligence of the Town or its agents.

4.

The Town will notify the Property Owners at least 48 hours before commencement of its activities to go onto the Subject Property to remove the Unsafe Tree. When notices are provided to either the Town or the Property Owners, the notices will be deemed to be received within three business (3) days of the U.S. Mail postmark if mailed to the addresses below:

For the Town:

Mr. Brandon Perkins, Town Manager  
950 Senoia Road  
Tyrone, Georgia 30290

For the Property Owners:

Mr. Donnie B. Wade  
255 East Crestwood Road  
Tyrone, Georgia 30290

5.

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

6.

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

IN WITNESS WHEREOF, the Town and the Property Owners have set their hands and affixed their seals on the date first above written.

MAYOR AND COUNCIL FOR THE  
TOWN OF TYRONE, GEORGIA

(SEAL)

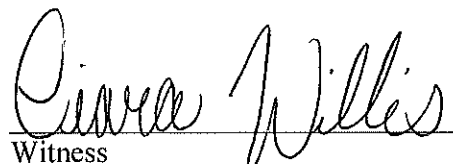
BY:   
H. ERIC DIAL, Mayor

ATTEST:

  
Dee Baker, Town Clerk

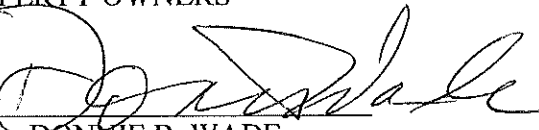
Approved as to form:


Town Attorney

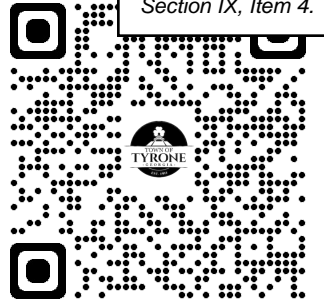
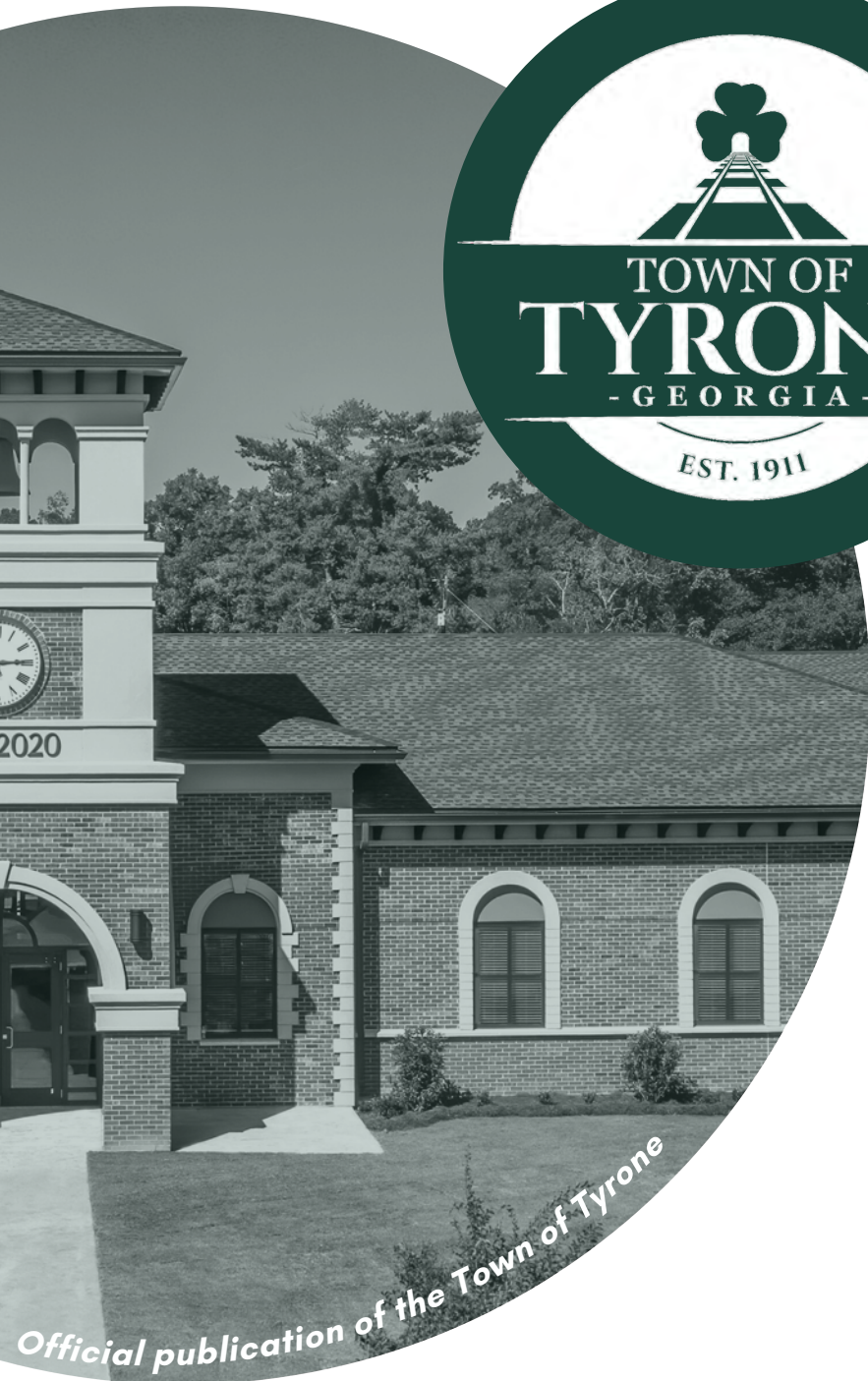
  
Witness

  
Witness

PROPERTY OWNERS

BY:   
DONNIE B. WADE

BY:   
CYNTHIA L. WADE



# 2023 SPLOST Project Manual

2023 Fayette County Special Purpose Local Option Sales Tax

*Official publication of the Town of Tyrone*

# CONTENTS

<b>Table of Contents.....</b>	<b>2</b>
<b>2023 SPLOST Introduction.....</b>	<b>3</b>
<b>SPLOST Overview.....</b>	<b>4</b>
<b>Municipality Tax Distribution.....</b>	<b>5</b>
<b>Tyrone Project Distribution.....</b>	<b>6</b>
<i>Tyrone Project Summary.....</i>	<i>7</i>
<i>Tyrone Project Detail.....</i>	<i>8</i>
<b>Leisure Services.....</b>	<b>9</b>
<i>Stage &amp; Pavillion.....</i>	<i>9</i>
<i>Shamrock Park.....</i>	<i>10</i>
<i>Fabon Brown Park.....</i>	<i>11</i>
<i>Handley Park.....</i>	<i>12</i>
<i>Dorthea Redwine Park.....</i>	<i>13</i>
<i>Veterans Park.....</i>	<i>14</i>
<i>Tyrone Museum &amp; Recreation Offices.....</i>	<i>15</i>
<b>Multi-Use Paths.....</b>	<b>16</b>
<i>School Connection.....</i>	<i>17</i>
<i>Dogwood Trail Connector.....</i>	<i>18</i>
<i>Misc. Improvements &amp; Connections.....</i>	<i>19</i>
<b>Town Center (Downtown).....</b>	<b>20</b>
<i>Signage, Walkability, &amp; Beautification.....</i>	<i>21</i>
<i>Streetscaping &amp; Traffic Management.....</i>	<i>22</i>
<i>Parking &amp; Utility Improvements.....</i>	<i>23</i>
<b>Sewer &amp; Stormwater.....</b>	<b>24</b>
<b>Public Safety &amp; Equipment.....</b>	<b>25</b>



# 2023 SPLOST Introduction

In November, the Fayette County Board of Commissioners will call for a SPLOST Referendum. Fayette County Voters will decide whether or not to approve the 1% (or 1¢) SPLOST during the March 2023 Election

**The ballot will ask voters the following question:**  
*(Final language will be determined by the County BOC)*

☐ **YES** *Shall a special 1 percent sales and use tax be imposed in the special district of Fayette county for a period of time not to exceed five years and for the raising of an estimated amount of \$ 141,014,157 for the purpose of county and municipal capital projects?*

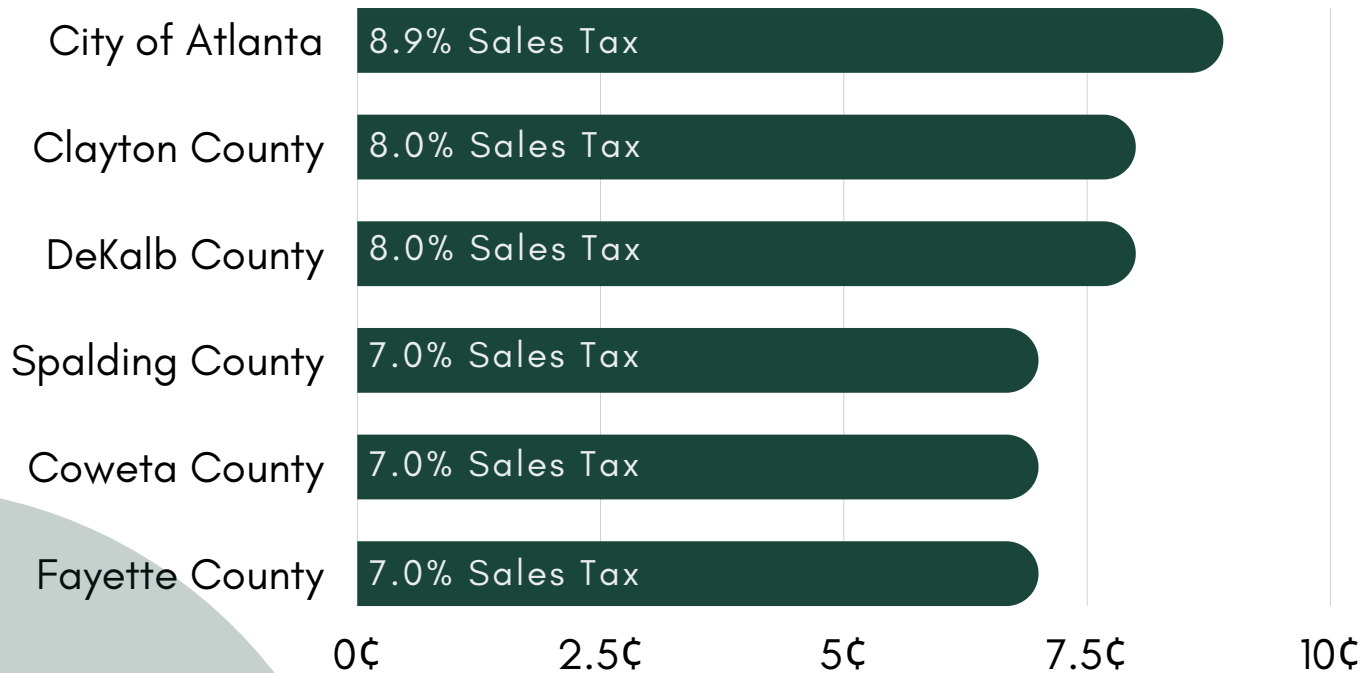
☐ **NO**

The language that will appear on the ballot is specified by the State, but terms like “roads,” “public safety,” and “parks and recreation” represent a tremendous investment in many projects that impact those who live in Fayette County and its partnering municipalities. This project manual will detail the specific projects proposed by the Town of Tyrone so that voters will know what their support will produce.

# 2023 SPLOST OVERVIEW

**Definition:** A SPLOST (Special Purpose Local Option Sales Tax) serves as a 1 cent sales tax increase for a specific period of time intended to fund capital projects at a reduced tax burden to citizens than property tax (or millage). If approved, the sales tax in Fayette County will remain at 7¢ given that the existing SPLOST will end in June of 2023.

## Surrounding Community Rates



*The extra penny of sales taxes fund only projects in the counties in which they are collected, no matter where the buyer paying the tax lives.*



Section IX, Item 4.

# CURRENT SALES TAX MAKEUP & DISTRIBUTION OF PROCEEDS

**Georgia** receives **4¢** of the sales taxes collected in every county. A **1¢ Local Option Sales Tax (LOST)** is shared among the County and any of its municipalities based on an agreed-upon formula. A **1¢**, voter-approved **E-SPLOST**, is invested solely for use by the Board of Education. The voter-approved **1¢ 2017 SPLOST** will end in June 2023.

If approved by the voters, the 2023 SPLOST will be invested in capital projects throughout the County in the areas of facilities, public safety, parks, recreation, stormwater infrastructure, wastewater, and transportation projects. The projects will be defined in an intergovernmental agreement that includes the specific list of projects for each municipality and the County.

Fayette County and the municipalities of Brooks, Fayetteville, Peachtree City, and Tyrone will share the SPLOST proceeds based on population and other factors. An intergovernmental agreement allocates the estimated revenue from a **six-year SPLOST** per the chart to the right.

## 2023 SPLOST Distribution

\$210,000,000 Total Projection

Fayette County	45.1%	\$94,728,900
Peachtree City	32.1%	\$67,380,600
Fayetteville	15.9%	\$33,398,400
Tyrone	6.4%	\$13,492,500
Brooks	0.5%	\$999,600

# TYRONE PROJECT DISTRIBUTION

The list and distribution of projects, approved by Mayor and Town Council represent a continued investment in the highest quality of life possible for the residents, property owners, and businesses of the community. These projects were identified through consultation with departmental staff, engineering and infrastructure experts, and the 2023 SPLOST Advisory Committee which comprised of citizens and business owners in the community. The approved project list and associated funding fall broadly into the following 5 categories:

## Transportation

\$4,500,000

## Stormwater & Sewer Improvements

\$3,500,000

## Downtown Improvements

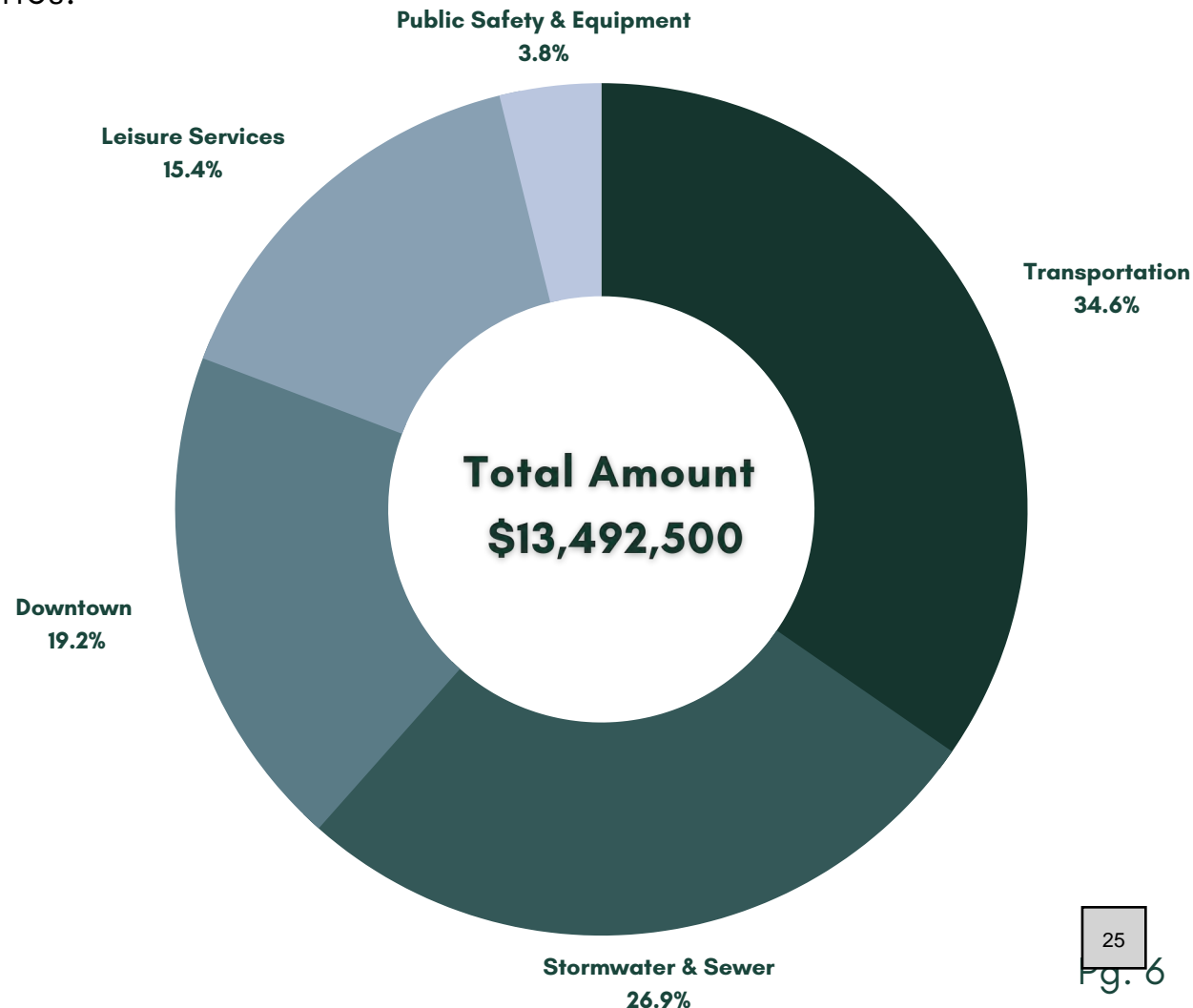
\$2,500,000

## Leisure Services

\$2,000,000

## Public Safety, Admin, Equipment

\$492,500



# TYRONE PROJECT SUMMARY

A further breakdown of projects and categories is listed below as well as on page 7 in spreadsheet format. The remainder of this document outlines the Town of Tyrone's 2023 SPLOST projects. Brief descriptions of each project or grouping of projects are outlined addressing the needs of the Town across various departments and categories. If approved, the SPLOST would be in effect for a six (6) year period from July 1, 2023, through June 30, 2029.



## ROADS

- Town-wide paving projects
- Intersection improvements



## MULTI-USE PATHS

- School complex connection
- Dogwood rail crossing
- Castlewood Rd. improvements
- Share-the road & traffic calming improvements
- East Crestwood connector
- Tullamore subdivision - Market Hill connector



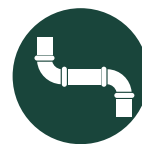
## DOWNTOWN IMPROVEMENTS

- Streetscaping: lighting, path & sidewalk improvements, traffic calming, crosswalk improvements, on-street & off-street parking, etc. . .
- Signage upgrades & wayfinding



## LEISURE SERVICES

- *Shamrock Park:*
  - Hardscaping & landscaping
  - Lighting & electrical
  - Stage/pavillion/marketplace
  - Parking improvements
- Redwine Park improvements
- Handley Park improvements
- Fabon Brown Park improvements
- Veterans Park improvements
- Tyrone Museum & Rec. offices improvements



## SEWER & STORMWATER

- Sewer Capacity expansion
- Infrastructure upgrades
- Dam improvements
- Stormwater structure improvements



## PUBLIC SAFETY & EQUIPMENT

- Police Vehicles & Equipment
- Public Works Vehicles & Equipment

# Budget Summary

Section IX, Item 4.

Projects		Cost Estimate
<i>*Portion of project funds may be appropriated to matching grants</i>		
<b>Roads</b>		<b>\$2,500,000</b>
Town-Wide Asphalt Resurfacing		
Right-of-Way Clearing		
Palmetto Senoia Intersection Improvements		
<b>Multi-Use Paths</b>		<b>\$2,000,000</b>
Sandy Creek High School Multi-Use Path		
Dogwood Railroad Multi-Use Path Crossing		
Laurelwood Connector		
Tullamore - Greencastle Connector		
Castlewood Multi-Use Path Improvements		
East Crestwood Rd. Path		
<b>Downtown Improvements</b>		<b>\$2,500,000</b>
Signage - Building and Parks		
Senoia Road Streetscaping - Lighting, trees, beautification, traffic calming, on-street parking, Multi-use trail expansion etc. . .		
Commerce Drive Streetscaping		
Underground Utilities		
Crosswalk Improvements		
Curb and Gutter Improvements		
Parking Expansion - Downtown		
<b>Leisure Services</b>		<b>\$2,500,000</b>
Shamrock Park - Landscaping, hardscaping, lighting, & electrical improvements		
Shamrock - Multi-use Stage and Market Place		
Shamrock - Parking Expansion & Improvements		
Library-Rec Exterior Spaces Improvements		
Museum Facility Improvements		
Redwine Park Improvements		
Veterans Park Improvements		
Handley Park Improvements		
Fabon Brown Park Improvements		
<b>Stormwater</b>		<b>\$2,000,000</b>
Dam Improvements		
Infrastructure Improvements		
<b>Sewer</b>		<b>\$1,500,000</b>
Capacity		
Infrastructure		
<b>Admin</b>		<b>\$492,500</b>
Public Works Dump Truck		
Bucket Truck		
Public Works Work Truck		
Police Department Patrol Cars		
Police and Public Works Radios & Equipment		
<b>Total</b>		<b>\$13,492,500</b>

These categories comprise of further sub-categories and projects listed on the left.

With SPLOST funding, the Town is able to fund capital projects. The SPLOST allows Fayette County voters to choose whether to make this level of investment in the community, and comes from all shopping and dining in Fayette County, instead of being imposed only on those who own property and pay property taxes here. While property taxes are certainly an option for funding many of these projects, a significant property tax increase would result in Fayette County residents being the sole contributors to the capital projects, when the capital projects in Fayette County are being used daily by residents of other counties.



## LEISURE SERVICES

\$2,500,000

Citizen focus and request for improved amenities regarding Parks & Recreation and the Public Library have been gathered via public comment from the Town's Comprehensive Plan and *Envision Tyrone* Livable Centers Initiative downtown plan. The following slides offer some renderings of the listed projects as heard from citizens.



*\*\* Image is a concept rendering only and does not represent final designs or conditions \*\**

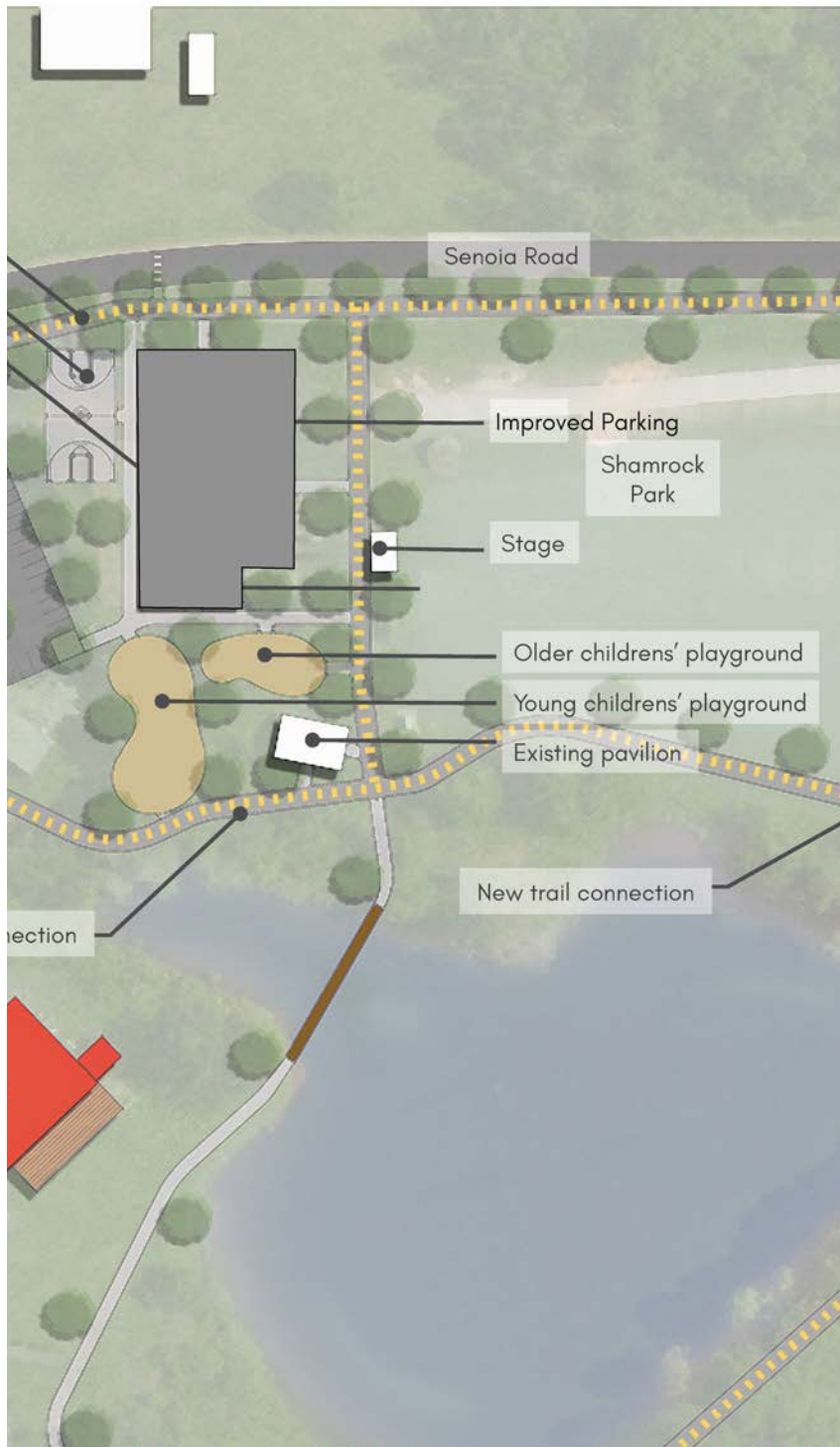
### Multi-Use Stage/Pavilion & Market Space

*Per the recommended **Envision Tyrone** downtown plan, a permanent multi-use pavilion and market space is proposed. Said pavilion/stage will serve as a permanent location for the multiple events, concerts, and markets the Town hosts annually. Outside of these events, this structure will serve as a focal point for the park and open to the public for shade and relaxation.*



# Shamrock Park – Lighting, Hardscaping, & Parking Improvements

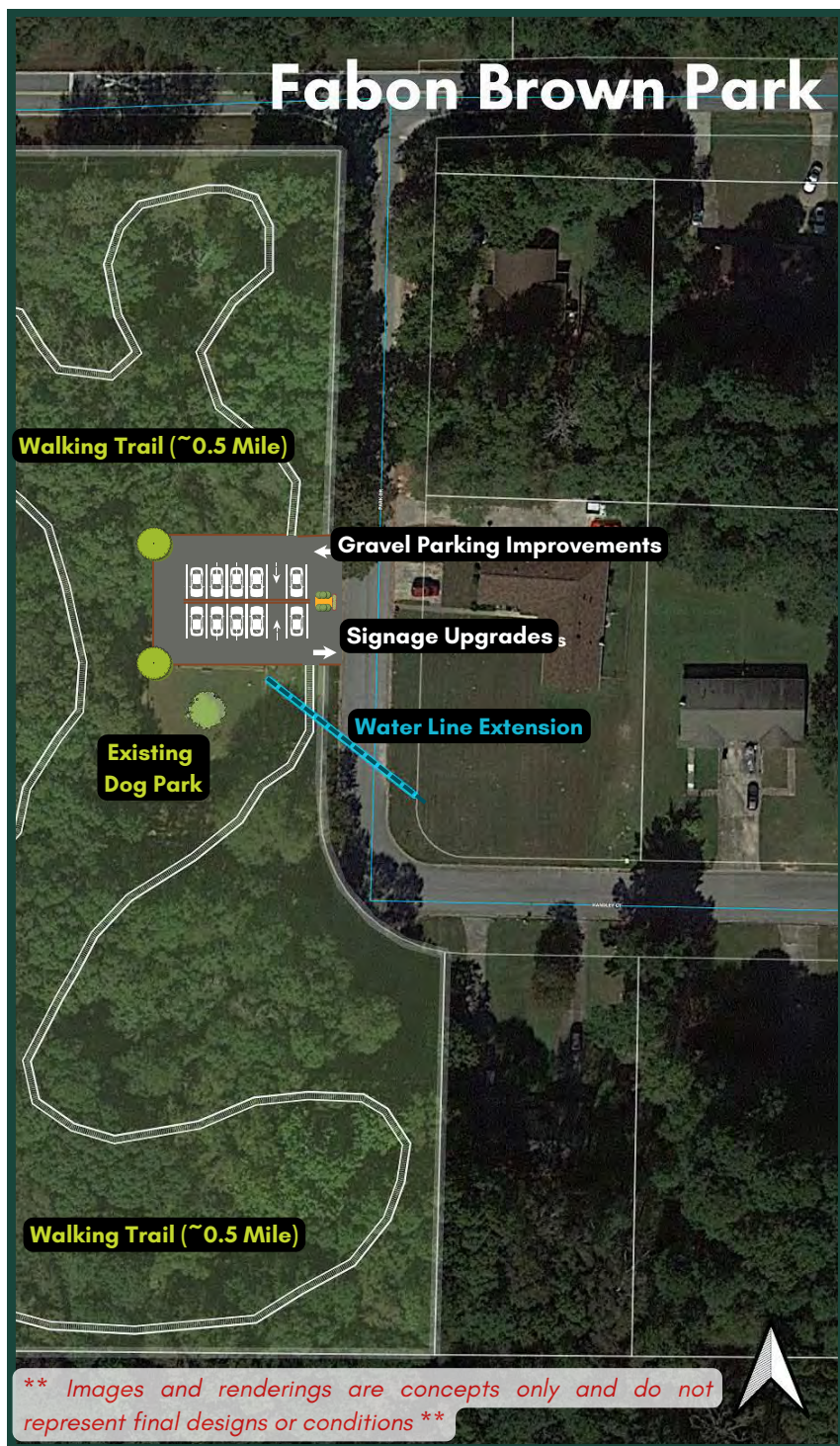
Improved beautification and parking at Shamrock Park has been listed as a high priority in multiple public input sessions. Improvements to landscaping, hardscaping, multi-use structure installations, path expansion etc. . . would be a part of this section





# Fabon Brown Park Improvements

Updates to both Handley Park and Fabon Brown Park have been needed for many years. Fabon Brown Park is home to the Town's Dog Park, but access to public water is not available on site. This combined with a modest nature trail and upgraded gravel lot will improve both the aesthetic and functional nature of the park.





# Handley Park Upgrades

Handley Park received modest improvements from the 2017 SPLOST including an additional restroom. Further improvements such as redesigning the parking lot, improving the baseball fields, upgrading landscaping, and adding a nature preserve were recommended by citizens in our Comprehensive Plan.

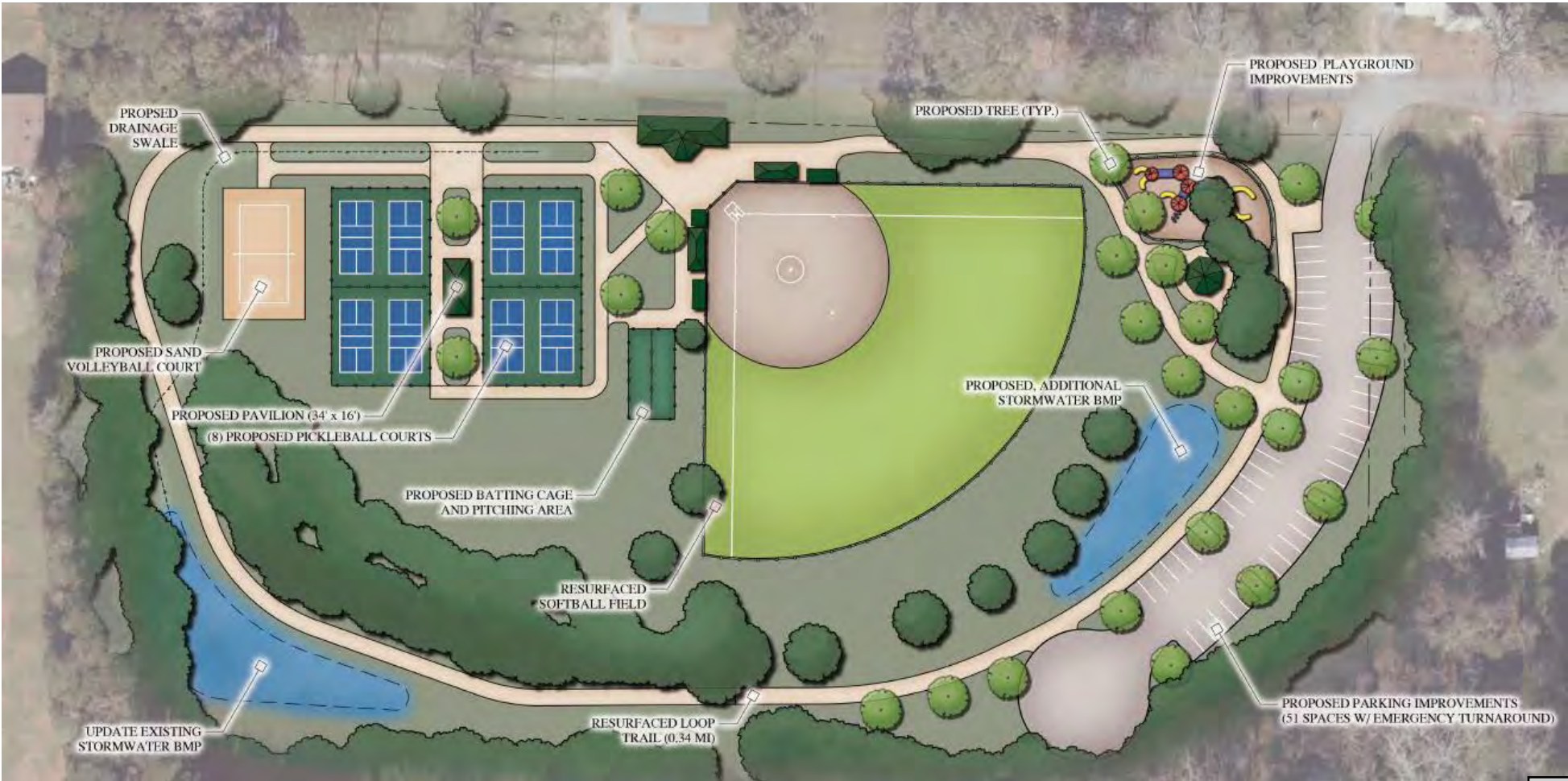
*\*\* Images and renderings are concepts only and do not represent final designs or conditions \*\**





# Dorthea Redwine Park Master Plan

Dorthea Redwine Park sits in the Town Center District as a great community park and asset. Pickleball courts are currently planned for the 2022-2023 fiscal year. The 2023 SPLOST is proposing path, parking, playground and stormwater improvements throughout the remainder of the park for a better user experience. Improved connectivity to Senoia Road is envisioned in the Town's downtown multi-use path plans.





# Veterans Park Improvements



Veterans Park serves as the Town's main memorial park to honor our armed forces and veterans. It also holds a strategic location as a central gathering place in the Downtown District. Improvements to parking, landscaping, and new/upgraded memorial areas are proposed.

These upgrades would better serve the Town as it holds memorial events over the course of the year and the visiting public as they pay tribute to the Town's veterans and military personnel.

*\*\* Images and renderings are concepts only and do not represent final designs or conditions \*\**



# Tyrone Museum and Recreation Facility Improvements

The building currently housing the Tyrone Museum has a long history with the Town having served multiple roles over its 100-year history. As such, this building is in need of upgrades to accommodate its new functions serving the museum and recreation department. Proposed building upgrades include exterior improvements, water sealing, and community/museum room enhancements. Interior improvements may include window treatments, lighting, and museum space enhancements. Additional site upgrades include landscaping/parking improvements.



New Recreational Community Rooms



Museum blinds/curtains for artifact protection



Museum Display Lighting



New Recreational Community Rooms

## Town of Tyrone Multi-Use Path Network

### Legend

#### Pre-existing Infrastructure

— Show the Road Surface Streets (Blue and Curb Allowed)

— Multi-Use Paths

— Subways

— Crosswalks

— CSA Rail Line

— Parks

— Tyrone Tax Parcel 2018

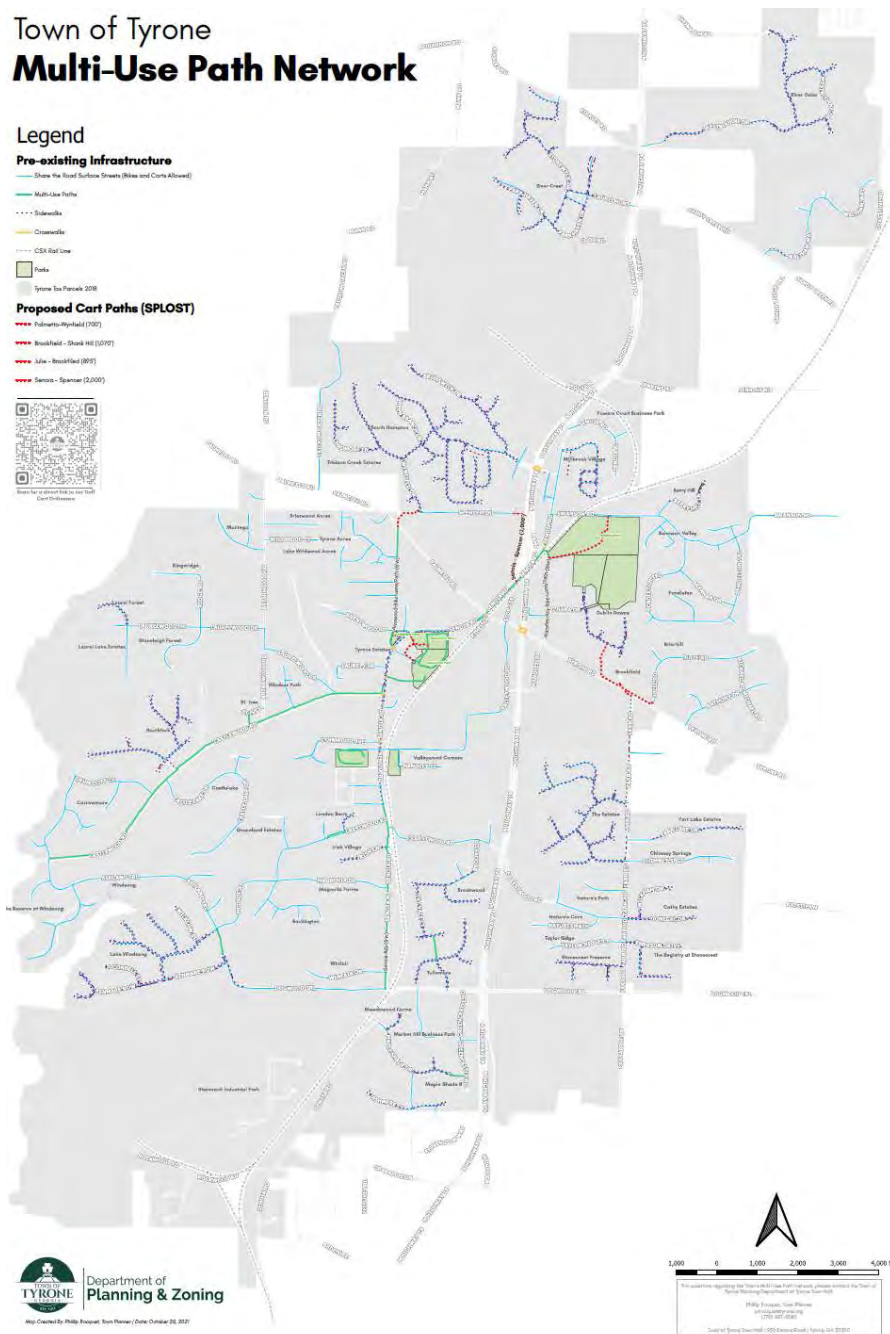
#### Proposed Cart Paths (SPLOST)

— Tullamore Subdivision (2017)

— Brookfield - Chuck Hill (2017)

— Lake - Brookfield (2017)

— Swanson - Spencer (2017)



## **MULTI-USE PATHS** \$2,000,000

Multi-Use paths have been voiced as high priority projects in Town. The Comprehensive Plan and Downtown Master Plan comment heavily on connectivity and safety improvements to assist citizens in utilizing alternative modes of travel when reaching in-town destinations. Yield roadway improvements, new path connections, and improvements to aging paths are needed across the Town to meet this goal. Such connections not already funded by the 2017 SPLOST include:

- Castlewood Path improvements
- School Complex to Swanson Connector
- Dogwood Railroad Crossing
- Tullamore Subdivision to Market Hill Connector
- Laurelwood-Briarwood Connector
- Farr Rd. Path widening
- Share-the-road upgrades
- Road crossing expansion

The 2023 SPLOST would allow the Town the ability to construct paths that would otherwise not be feasible to construct on General Fund budgets alone or would take many years longer to complete.

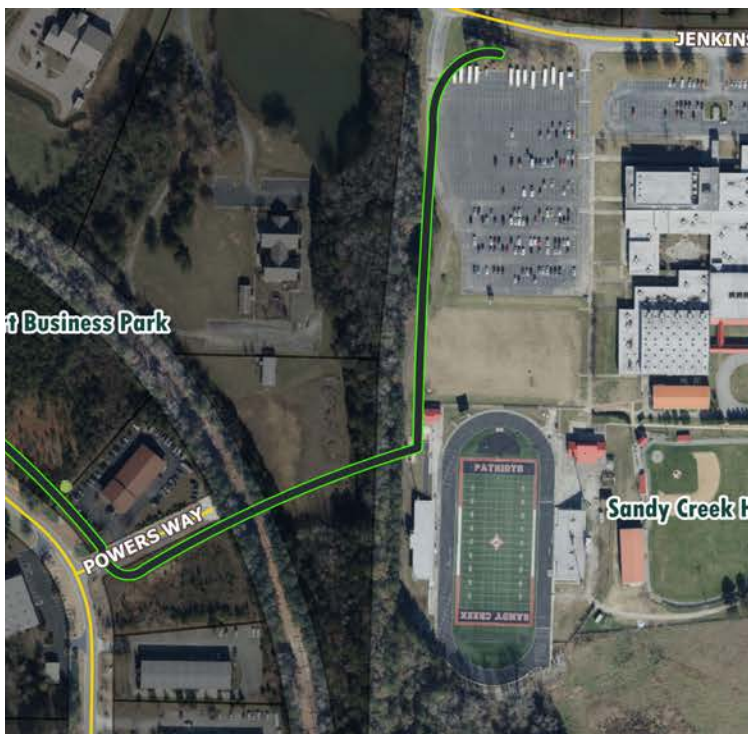
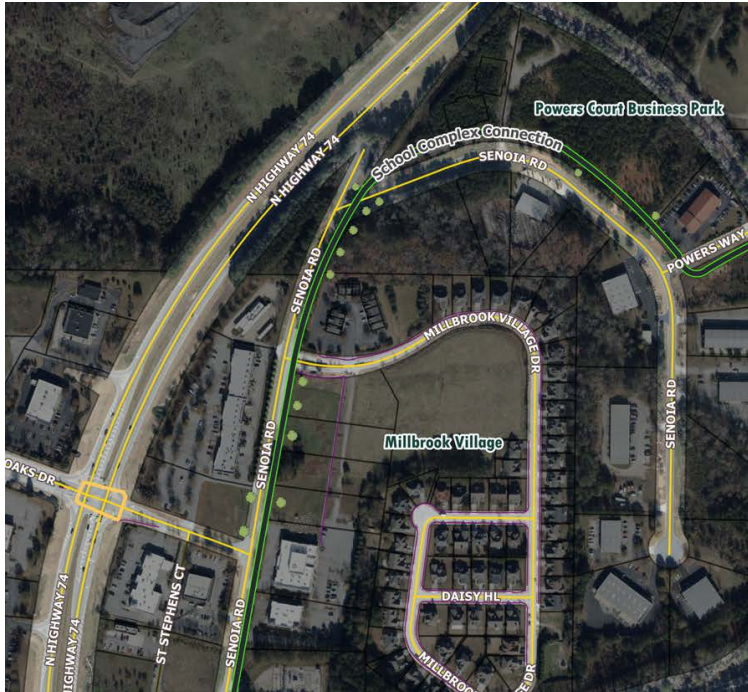


# Jenkins Rd. School Complex Connection

A major multi-use destination for the Town has been Sandy Creek High School, Flat Rock Middle, and Burch Elementary.

Working with the FCBOE, the Town would extend a path from its current terminus at Swanson Road past the Legacy Theater and down Senoia Road to Powers Way. From there, a direct connection to the parking lot of SCHS would be made.

Other routes may be proposed after official engineering studies are performed; however, this path would not only connect thousands of residents to the schools, but it would also connect residents to the Legacy Theater and the shopping/dining/services present at the Carriage Oaks shopping center.





# Dogwood Tr./Senoia Rd. RR X'ing Extension

A long-desired path connection has been an extension from Dogwood Trail to Maple Shade Drive over both the CSX Rail Line and Senoia Road.

Such a path has not been feasible in the past due to the high costs and time involved in working with CSX rail regarding modification to the crossing at this location.

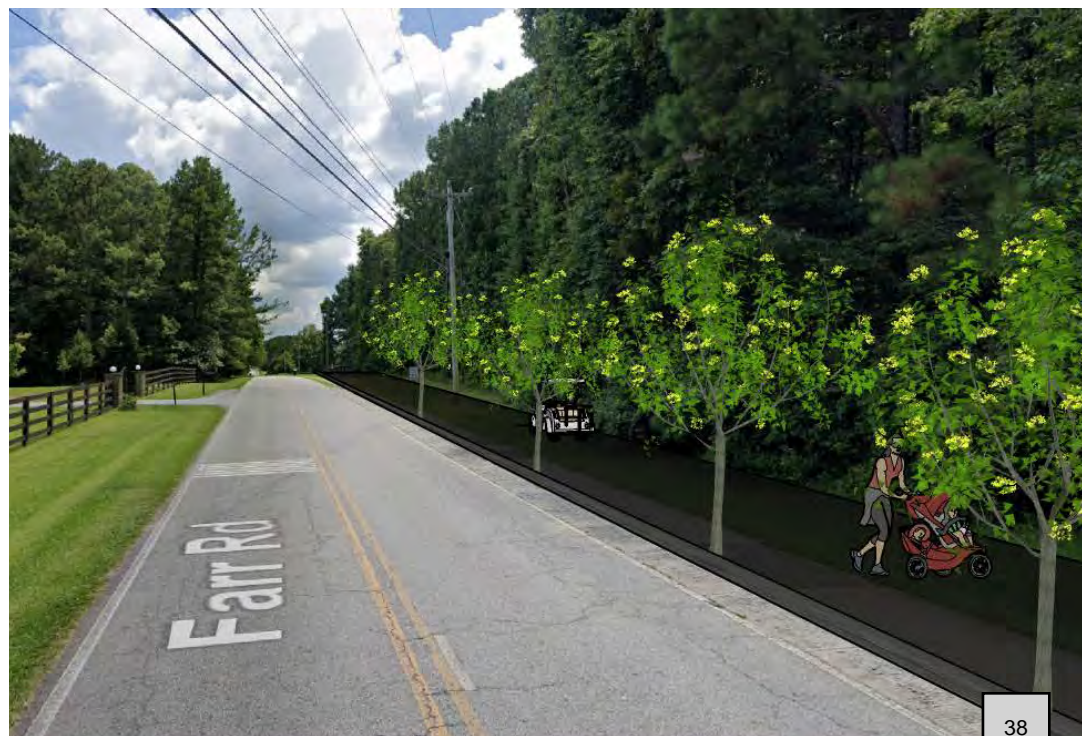
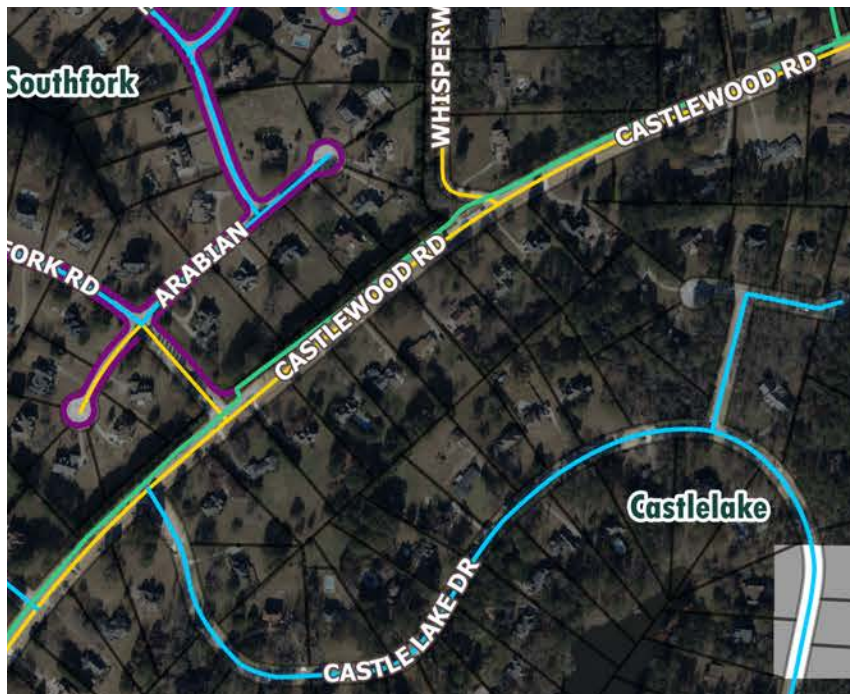
If permission is granted by CSX, this path would connect many Tyrone residents directly to our downtown as well as provide connectivity to Peachtree City via Maple Shade subdivision with the most efficient path available. If CSX denies proposals to modify this crossing, alternative path options would be explored and are covered in this document.





# Misc. Improvements & Connections

Path upgrades are needed across Town with a particular emphasis placed on pedestrian safety improvements. Castlewood Road path is in need of such improvements as well as repaving of aging portions of the path. Pedestrian improvements as well as other short path connections such as Laurelwood Road, Tullamore Trail - Greencastle Road, and East Crestwood Road provide the most number of citizens with quality pedestrian/cart/biking networks.





# Town Center District (Downtown) Improvements

## \$2,500,000

The Town Center District (**Downtown**) has been a major focus area of improvement for citizens. Enacting the **Envision Tyrone** downtown master plan involves many public investments in infrastructure along Senoia Road including streetscaping, beautification, signage, utility improvements, sidewalks, paths, walkability improvements, and traffic calming. A summary of specific projects are:

- New monument signage (Town Parks & Buildings)
- New entryway & wayfinding signage
- Senoia Road & Commerce Dr. streetscaping
  - On-street parking
  - Street trees & plantings
  - Sidewalk & path improvements
  - Street lighting improvements
- Underground utility work
- Crosswalk improvements
- Curb & gutter improvements
- Parking expansion

Downtown improvements are aimed at facilitating economic development that will help further sustain the long-term maintenance of infrastructure along Senoia Road.

Section IX, Item 4.





# Signage, Walkability, & Beautification

New wayfinding and monument signage helps reinforce the small-town character of the community while providing residents and visitors a better sense of place and direction. Streetscaping projects will help transform the Senoia Road corridor into a true main street to facilitate downtown development while providing greater walkability and a higher quality of life for Tyrone residents.

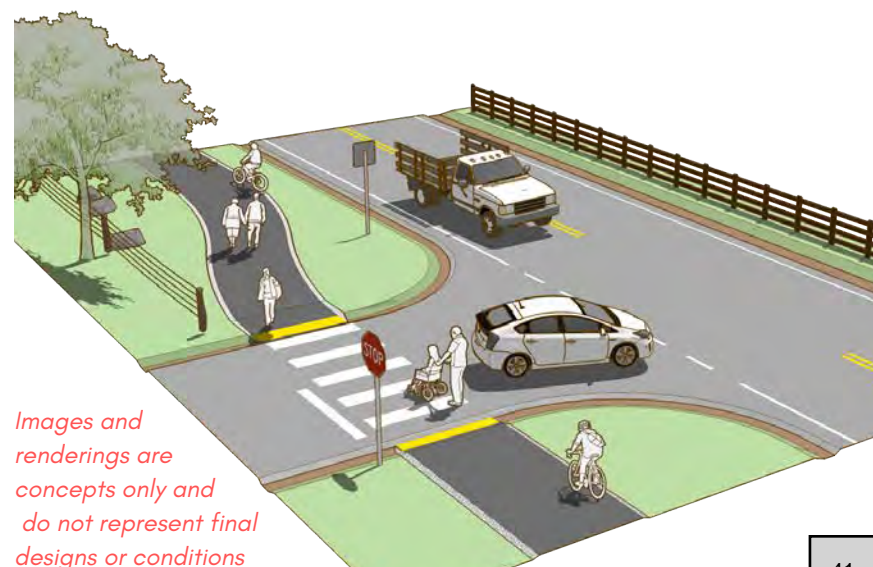
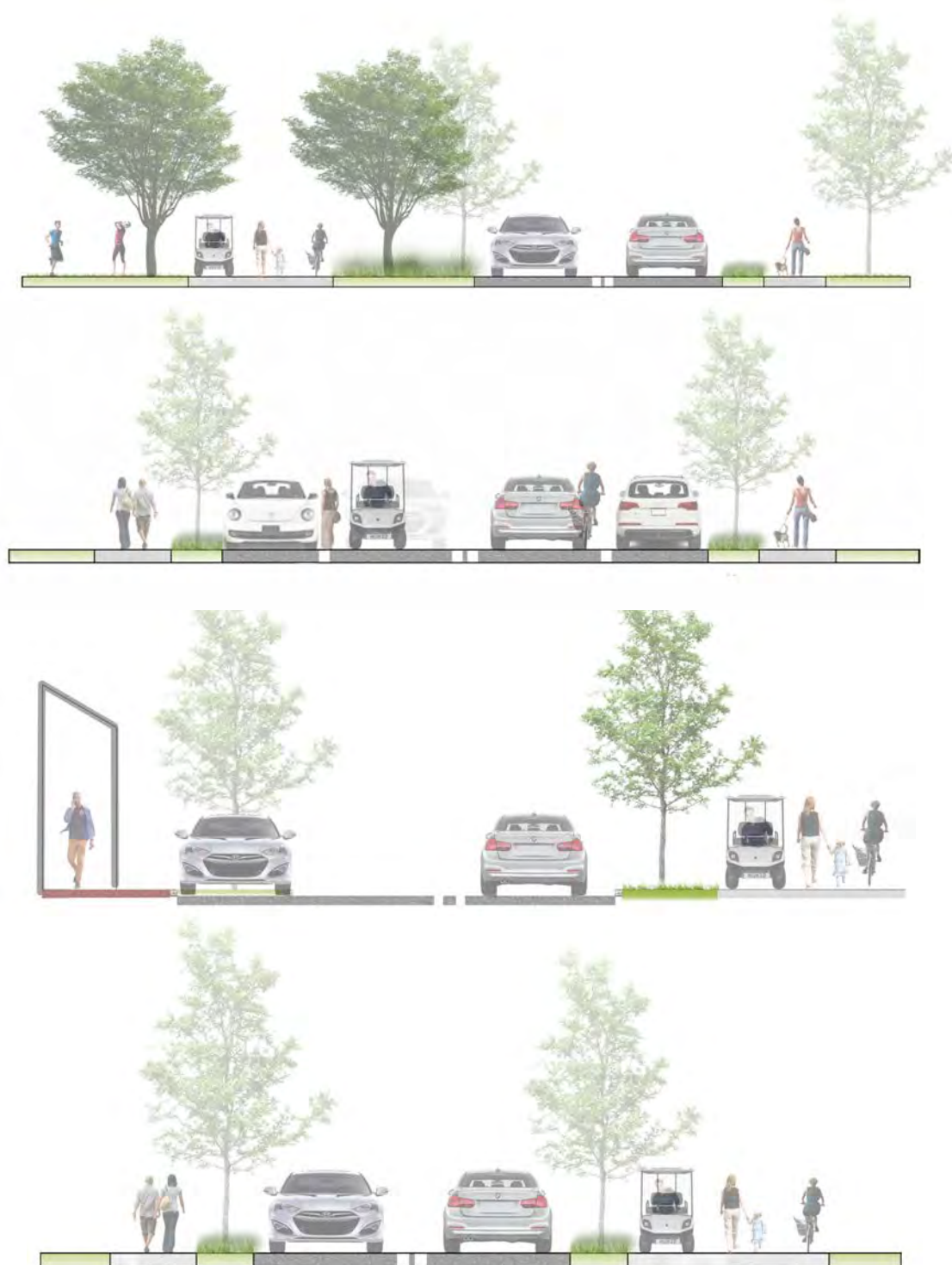
*\*\* Images and renderings are concepts only and do not represent final designs or conditions \*\**





# Streetscaping & Traffic Calming

Street sections that accommodate a 'main street' design encourages walkability, biking, and slower traffic and was one of the main goals of the Downtown Plan and Comprehensive Plan. Projects putting these principles on the ground is considered essential for downtown progress, community improvement, traffic management, and citizen comfort.



*Images and renderings are concepts only and do not represent final designs or conditions*



# Parking and Utility Improvements

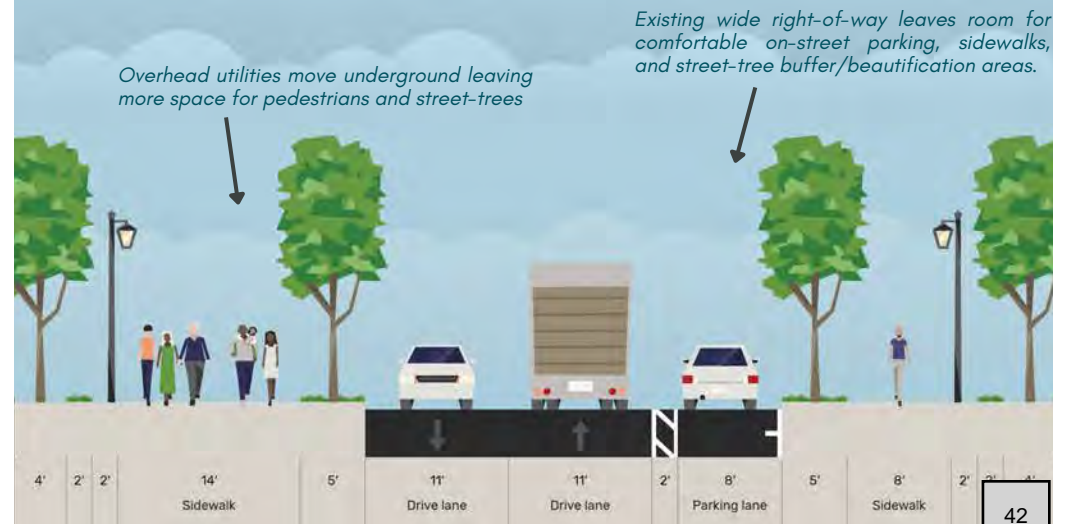
Overhead utility wires conflict both with streetscaping goals and long-term infrastructure maintenance goals for the Town. Moving overhead lines underground as part of future streetscaping projects will improve property values and Downtown goals.

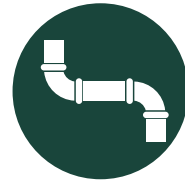
Parking improvements such as on-street spaces address a parking need and provide a traffic calming effect. Public lots will facilitate economic development and benefit visitors.



## Senoia Road

*Depicting reconfigured existing 80' right-of-way to include wide Multi-Use Trail and On-Street Parking*

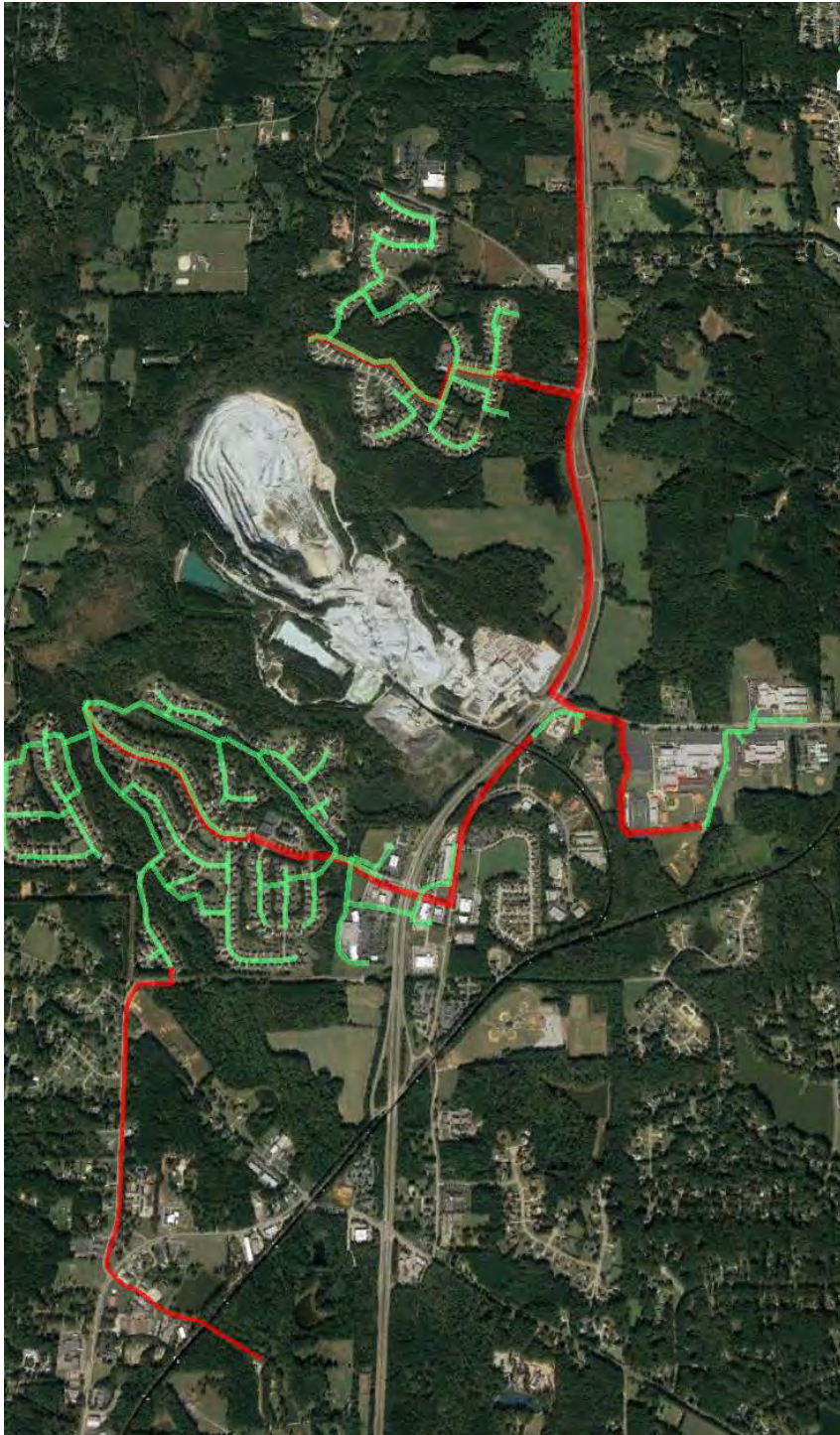




## SEWER & STORMWATER

\$3,500,000

Section IX, Item 4.



The Town's investment in sewer footprint expansion to the Town Center District (Downtown) was aimed at facilitating a development pattern that could support walkable, amenity-driven economic development for citizens. Coupled with large economic development potential on the northern corridor of SR-74, sewer capacity is of importance to the economic health of the community.

The Town services thousands of stormwater infrastructure items such as culverts, pipes, catch basins, etc. . . with an increasing importance on avoiding deferred maintenance which could threaten stormwater management and potentially damage property.



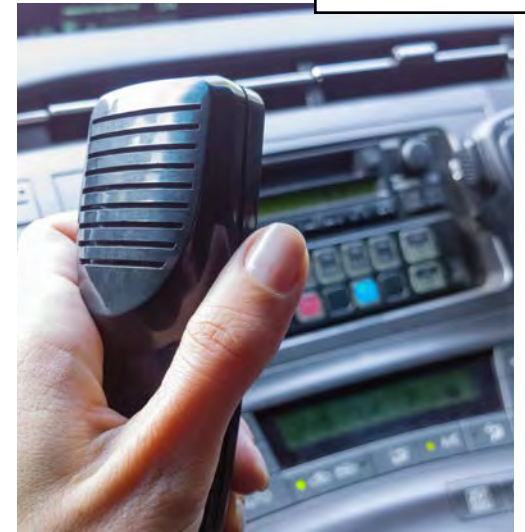
## PUBLIC SAFETY & EQUIPMENT

\$492,500

The Town's police vehicle fleet has some aging cruisers in need of replacement. This, along with other aging equipment, such as police radios would be replaced with SPLOST funds.

Public Works equipment such as bucket trucks, dump trucks, and other heavy equipment are also in need of replacement. Specific items include:

- Public Works Dump Truck
- Public Works Bucket Truck
- Public Works Utility Truck
- Police Department Patrol Cars
- Police Department Radios & Equipment



Section IX, Item 4.



**COUNCIL AGENDA ITEM COVER SHEET****Meeting Type:** Council - Regular**Meeting Date:** October 20, 2022**Agenda Item Type:** New Business**Staff Contact:** Brandon Perkins, Town Manager

---

**STAFF REPORT****AGENDA ITEM:**

Transfer of ownership of parcel number 0738107 from the Town of Tyrone to the Downtown Development Authority of Tyrone.

**BACKGROUND:**

The Town Council voted to make an offer to purchase the property located at 935 Senoia Road, formerly Fayette County Fire Station 3 (parcel # 0738107), from Fayette County for \$5,000 on September 20, 2018. That offer was subsequently accepted by the County and the Town took ownership on January 11, 2019.

Since that time, there has been much discussion among staff, elected officials, citizens, and others about how the property should be used. The overwhelming consensus has been that the property should be revitalized and transformed into something that attracts more people to our downtown. The property was also identified in the recent Town's Livable Centers Initiative (LCI) study as a catalyst site for economic development.

In order to best utilize this property as such, staff believes ownership should be transferred to the Downtown Development Authority (DDA) so that it can apply all of the economic resources at its disposal to ensure a successful outcome.

**FUNDING:**

None.

**STAFF RECOMMENDATION:**

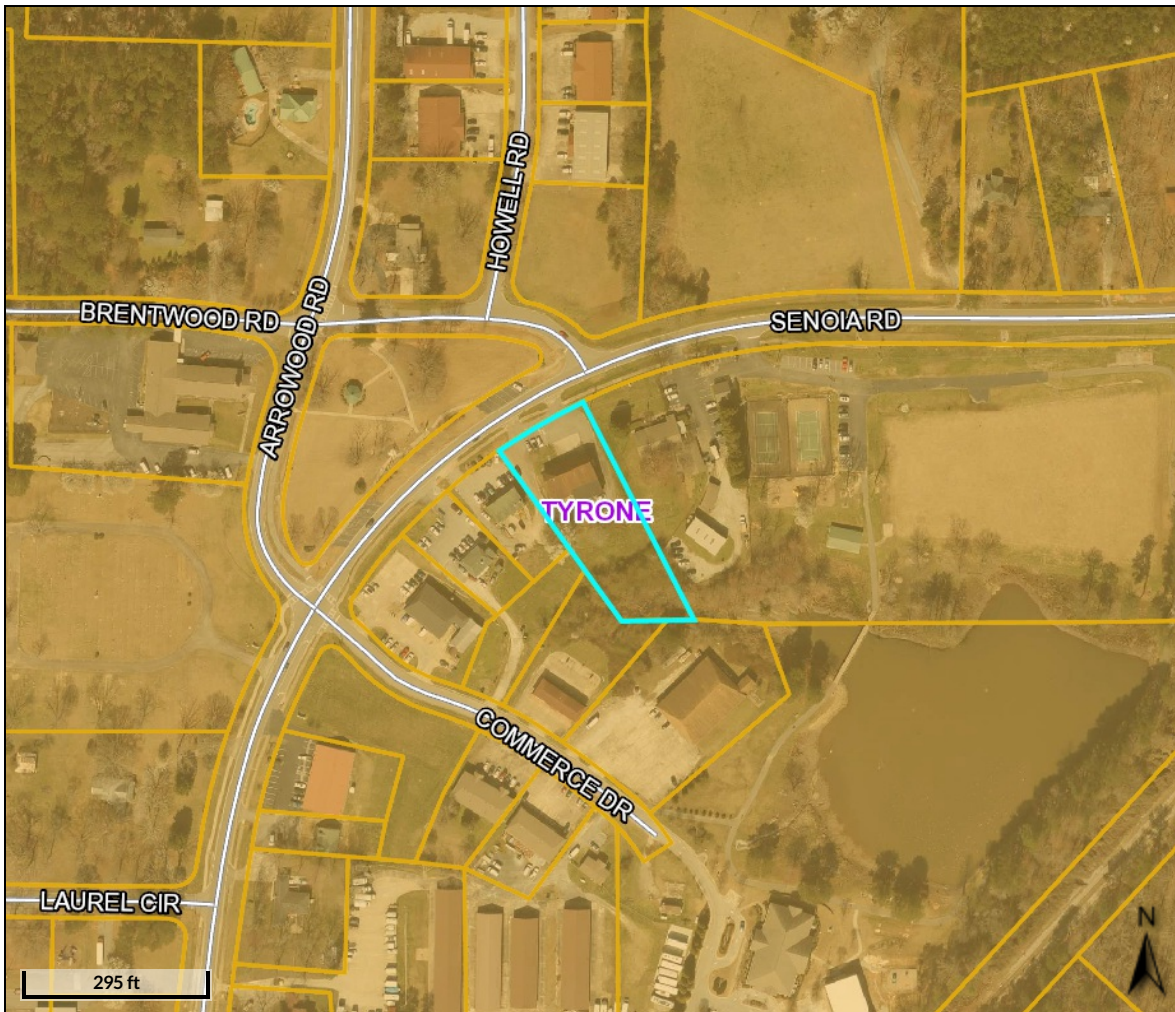
Staff recommends transferring ownership of parcel number 0738107 from the Town of Tyrone to the Downtown Development Authority of Tyrone.

**ATTACHMENTS:**

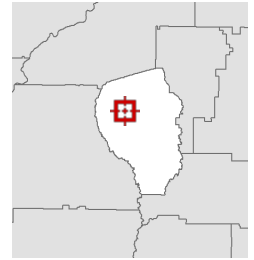
1. Quit Claim Deed
2. Property Report
3. Property Map

**PREVIOUS DISCUSSIONS:**








This potential transfer has been discussed in previous meetings when considering future plans and as part of the LCI process.



#### Overview



#### Legend

-  Parcels
-  Roads
- City Limits**
  -  BROOKS
  -  FAYETTEVILLE
  -  PEACHTREE CITY
  -  TYRONE
  -  WOOLSEY

<b>Parcel ID</b>	0738 107	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	TOWN OF TYRONE
<b>Sec/Twp/Rng</b>	10-110-	<b>Class</b>	E1		881 SENOIA ROAD
<b>Property Address</b>	HIGHWAY 74 N	<b>Acreage</b>	1.1		UNION CITY, GA 30291
<b>District</b>	03				
<b>Brief Tax Description</b>	FIRE STATION #3				
	(Note: Not to be used on legal documents)				

Date created: 9/12/2022  
Last Data Uploaded: 9/12/2022 6:10:04 AM

Developed by  Schneider  
GEOSPATIAL

Doc ID: 010564170003 Type: QCD  
Recorded: 01/25/2019 at 02:25:00 PM  
Fee Amt: \$14.00 Page 1 of 3  
Transfer Tax: \$0.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK 4833 PG 702-704

**Return Recorded Document to:**  
**McNally, Fox, Grant & Davenport, P.C.**  
**100 Habersham Drive**  
**Fayetteville, Georgia 30214**

**STATE OF GEORGIA**  
**COUNTY OF FAYETTE**

**TAX PARCEL ID**  
**0738 107**

### **QUIT CLAIM DEED**

**THIS INDENTURE**, made this 11 day of January 2019, between THE COUNTY OF FAYETTE, a political subdivision of the state of Georgia, as party of the first part, hereinafter called GRANTOR, and THE TOWN OF TYRONE, a political subdivision of the state of Georgia, as party of the second part, hereinafter called GRANTEE (the words "GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH THAT:** GRANTOR, for and in consideration of the sum of **TEN AND 00/100 (\$10.00) DOLLARS** and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey, confirm and hereby QUIT CLAIM unto the said GRANTEE all right, title, interest, claim, or demand which the said Grantor has or may have had in and to the following:

**ALL** that tract or parcel of land lying and being in Land Lot 39 of the seventh district of Fayette County, Georgia as being more particularly described in Exhibit "A" attached hereto and hereby incorporated herein.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee.

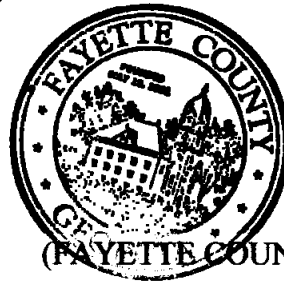
**SAID CONVEYANCE IS MADE** in accordance with and pursuant to the terms and provisions agreed to by majority vote of the Board of Commissioners for Fayette County Georgia at its October 25, 2018 meeting.

**IN WITNESS, WHEREOF**, the GRANTOR has signed and sealed this Deed of Quit Claim, the day and year first above written.

FAYETTE COUNTY  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Randy Ognio, Chairman



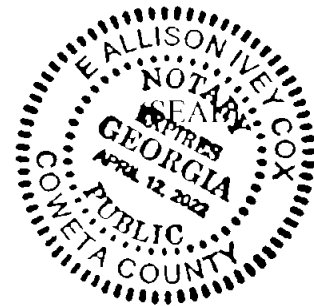
Signed, sealed, and delivered in the  
presence of:

\_\_\_\_\_

Witness-Tameca P. White, Clerk

\_\_\_\_\_

Notary Public



**Exhibit "A"**  
**Legal Description**  
**FIRE STATION #3**

**All that tract or parcel of land lying and being in Land Lot 139 of the Seventh District of Fayette County, Georgia and being more particularly described as follows:**

**TO FIND THE TRUE POINT OF BEGINNING commence at a point located on the southerly right-of-way of Old State Route 74, also known as Senoia Road, said point being the northwest corner of property now or formerly owned by Steve and Patricia C. Evans as described in a deed from W. F. Farr to Steve and Patricia C. Evans dated April 28, 1967 and recorded in Deed Book 65, Page 306 and being shown on a plat recorded in Plat Book 4, Page 9; thence running in a easterly direction along said southerly right-of-way of Old State Route 74, also known as Senoia Road, and following the curvature thereof a distance of 745.44 feet to the TRUE POINT OF BEGINNING;**

**thence continuing along said right-of-way of Old State Route 74, also known as Senoia Road, and along the arc of a curve to the right 150 feet to a point; said arc being subtended by a chord having a bearing of north 58° 57' 30" east and a length of 149.84 feet;**

**thence running south 27° 00' 44" east a distance of 379.57 feet to a point;**

**thence running south 89° 00' 00" west a distance of 112 feet to a point;**

**thence running north 35° 41' 14"<sup>11</sup> west a distance of 323.62 feet to the TRUE POINT OF BEGINNING;**

**said property containing one acre according to a plat of survey prepared for The Town of Tyrone by J. R. Woods Surveyors and Planners, Inc. dated December 7, 1976 and revised December 20, 1976.**



## Summary

**Parcel Number** 0738 107  
**Location Address** HIGHWAY 74 N  
**Legal Description** FIRE STATION #3  
**Property Class** E1 - Exempt - Public Property  
**Neighborhood** 03  
**Tax District** 03  
**Zoning** C C2  
**Acres** 1.1  
**Homestead** N  
**Exemptions**

[View Map](#)



## Owner

[TOWN OF TYRONE](#)  
 881 SENOIA ROAD  
 UNION CITY GA 30291

## Assessment

	2022 Working	2021 Certified	2020 Certified	2019 Certified	2018 Certified
LUC	660	660	660	660	660
Class	E1	E1	E1	E1	E1
+ Land Value	\$479,160	\$479,160	\$479,160	\$479,160	\$33,000
+ Building Value	\$362,300	\$354,300	\$354,300	\$354,100	\$540,119
= Total Value	<b>\$841,460</b>	<b>\$833,460</b>	<b>\$833,460</b>	<b>\$833,260</b>	<b>\$573,119</b>
Assessed Value	\$0	\$0	\$0	\$0	\$0

## Land

Description	Land Type	Land Code	Square Feet	Acres	Price
COMMERCIAL	S	C	47,916	1.1000	\$479,160

**Total Acres:**  
 1.1000  
**Total Land-Value:**  
 \$479,160

## Commercial Improvement Information

**Card** 1  
**Building No** 1  
**Structure** PLCE/FIRE ST

**Units** 0  
**Year Built** 1995  
**Total Sq Footage** 5387

**Interior/Exterior Information****Card 1**

Line	SC	From	To	Sec	Occ	Occ Descr	Class	Yr Built	Eff Year	Area	Perim	Height	Base RCN	Feat RCN	RCN	% Good	% Comp	RCNLD
1	01	01	01	15	322	Fire Station (Staff)	D	1995	0	3943	268	10	543,780	0	543,780	42	0	\$228,390
3	01	02	02	15	322	Fire Station (Staff)	C	1995	0	1444	152	10	236,040	0	236,040	54	0	\$127,460

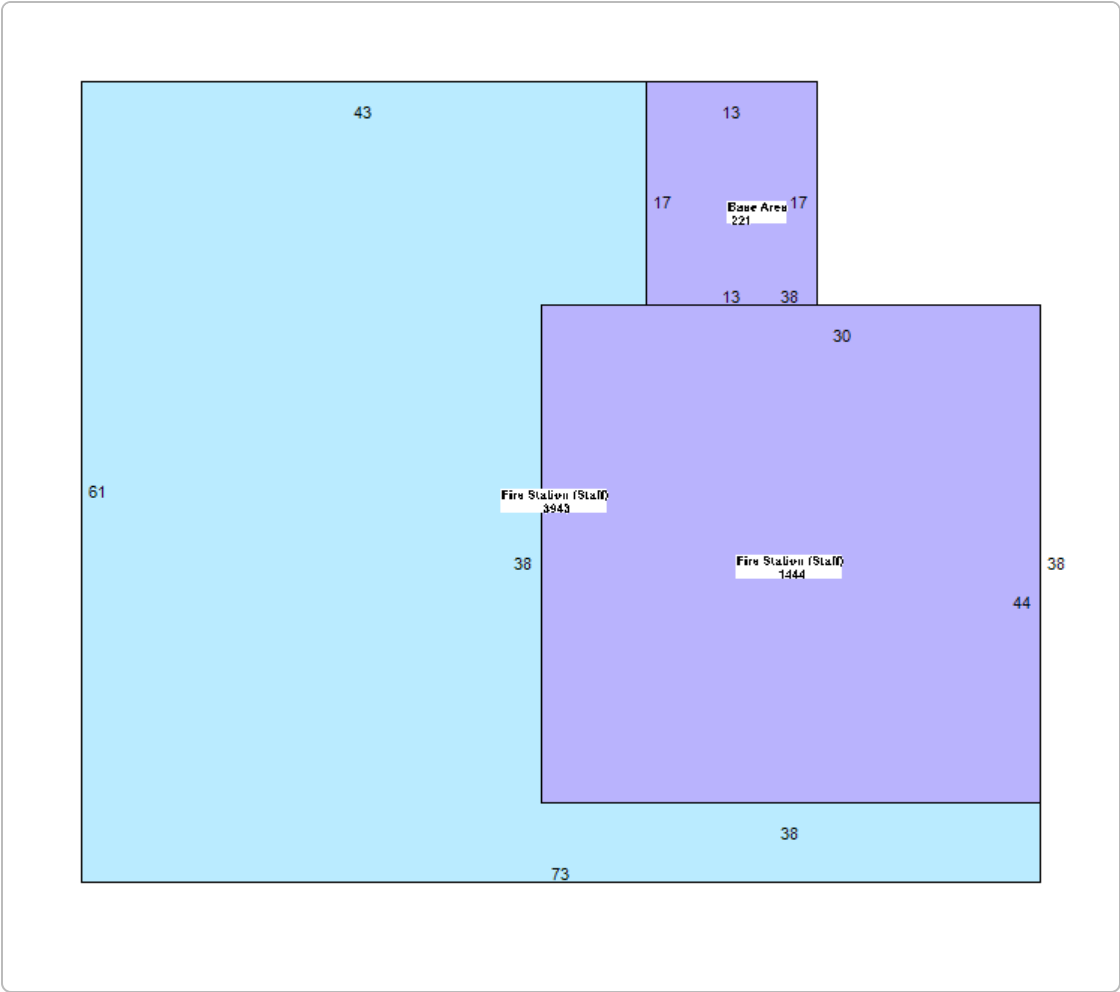
**Accessory Information****Card 1**

Description	Year Built	Area	Grade	Value
PAVE CONC	1995	1,955		\$6,440

**Sales**

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sales Validity	Owner	Previous Owner	Instrument Number	Recording
1/11/2019	\$5,000		4833	0702	PART OR OTHER INTEREST	TOWN OF TYRONE	THE COUNTY OF FAYETTE		4833 0702
Sale Type: LAND & BUILDING									

**Photos****Sketches**



No data available for the following modules: Assessment Notices, Residential Improvement Information, Additions, Other Features.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

[Last Data Upload: 9/12/2022, 6:10:04 AM](#)





**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** October 20, 2022  
**Agenda Item Type:** New Business  
**Staff Contact:** Sandy Beach

---

**STAFF REPORT**

**AGENDA ITEM:**

Tyler Technologies Software as a Service Agreement

**BACKGROUND:**

Currently the Town of Tyrone hosts our Tyler Technologies financial software (ERP Pro, which used to be called Incode) on the Town’s server. We need to consent to this agreement in order to use the software in the Cloud instead. The document has gone through legal review with 1 comment.

**FUNDING:**

This will cost \$16,908 which will result in around \$10,000 extra. This was budgeted for this fiscal year.

**STAFF RECOMMENDATION:**

Staff recommends approving the switch from Tyler Technologies server-based software to Software as a Service.

**ATTACHMENTS:**

Attached is the Tyler Technologies Software as a Service Agreement.

**PREVIOUS DISCUSSIONS:**

Click or tap here to enter text.



## SOFTWARE AS A SERVICE AGREEMENT

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

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

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

### SECTION A – DEFINITIONS

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

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

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

- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.2 provide support during our established support hours;
- 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

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

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

## SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

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

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

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

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
  - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
  - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
    - 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
    - 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
  3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
  4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

**YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved, then either of us may assert our respective rights and remedies in a court of competent jurisdiction in Fayette County, Georgia, or the Northern District of Georgia, as the case may be. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients’ data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated “quarantined” environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler’s, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

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

SIGNATURE PAGE FOLLOWS

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

Tyler Technologies, Inc.

Town of Tyrone, GA

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Dee Baker

Title: \_\_\_\_\_

Title: Town Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Address for Notices: (SEAL)  
Town of Tyrone  
881 Senoia Road  
Tyrone, GA 30290  
**Attention:** \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:  
 Quote Expiration:  
 Quote Name:

Tami Bates  
 09/25/22  
 SaaS flip

**Sales Quotation For:**

Town of Tyrone  
 950 Senoia Rd  
 Tyrone GA 30290  
 Bridget Smith  
 +1 (770) 881-8328  
 bsmith@tyrone.org

**Tyler Annual Software – SaaS**

Description	Annual
<b>ERP Pro powered by Incode</b>	
<b>ERP Pro 10 Financial Management Suite</b>	
Core Financials	\$ 4,846
Fixed Assets	\$ 0
Project Accounting	\$ 1,126
Purchasing	\$ 1,688
<b>ERP Pro 10 Customer Relationship Management Suite</b>	
Cashiering	\$ 6,159

2022-312808-X3N8Q4

Page 1 of 4

ERP Pro Community Development Suite

Licensing \$ 3,089

**TOTAL: \$ 16,908**

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 16,908
Total Tyler Services		
<b>Summary Total</b>	<b>\$ 0</b>	<b>\$ 16,908</b>
<b>Contract Total</b>	<b>\$ 16,908</b>	

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)  
Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_



## Exhibit B

### Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

### 3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

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

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

**Payment**. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

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

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

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

**B. Baggage Fees**

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

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

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

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

### B. Rental Car

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

### C. Public Transportation

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

### D. Parking & Tolls

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

## 3. Lodging

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

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

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

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

#### 4. Meals and Incidental Expenses

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

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

##### A. Overnight Travel

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

##### Departure Day

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

##### Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

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

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

## 5. Internet Access – Hotels and Airports

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

## 6. International Travel

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

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

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

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



## Exhibit C Service Level Agreement

### I. Agreement Overview

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

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

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

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

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

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

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. Service Availability

#### a. Your Responsibilities

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

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

#### IV. Maintenance Notifications

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

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C

### Schedule 1

### Support Call Process

#### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

#### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

#### Support Availability

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

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

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

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

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

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.