



TOWN COUNCIL MEETING October 06, 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 September 15, 2022 meeting minutes.

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**
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**

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

XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

TYRONE TOWN COUNCIL MEETING

Section VI, Item 1.

MINUTES

September 15, 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

Not in attendance: Brandon Perkins, Town Manager

Also present was:

Sandy Beach, Finance Manager

Cody Kelley, Maintenance Tech I

Roderick Jones, Maintenance Tech I

Patty Newland, Library Supervisor

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.*

Tyrone resident, Ms. Carren Langford brought to Council her concerns regarding the upkeep of the Handley Park baseball fields, in particular the fences that line the walkways and the inoperable scoreboards. It is frustrating to the children when they do not know the score, it takes away the fun of the game. Mayor Dial shared that the issue was not on his radar until that week and that staff was already exploring options. He added that he had hoped that the Baseball Association would have brought the issue to staff earlier, however, they were moving toward solutions. Mayor Dial apologized and stated that he understood because he raised three children that utilized those fields.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

Voting Yea: Council Member Hill, Council Member Campbell.

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

1. Approval of minutes from September 1, 2022.

A motion was made to approve the consent agenda.

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

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

2. Approval to accept a reimbursement in the amount of \$41,659.00 from the Fayette County Development Authority. ***Brandon Perkins, Town Manager***

Ms. Beach shared that the Fayette County Development Authority (FCDA) had reached its goal of becoming self-funded. The FCDA would like to reimburse the Town funds owed from the Fiscal Year 2021/2022. She added that staff recommended approval of the reimbursement.

Council Member Campbell asked if the Town would be asked to pay dues to the FCDA moving forward. Mayor Dial shared that it had been made clear that it would not be wise to charge municipalities in the future but that the FCDA had not yet voted on that. Mr. Davenport clarified that their letter stated that they would no longer be requiring an annual contribution.

A motion was made to accept the reimbursement from the Fayette County Development Authority in the amount of \$41,659.

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

3. Consideration of the purchase of a John Deere Tractor for Public Works in an amount not to exceed \$37,497.17 which includes a trade-in. ***Mitch Bowman, Public Works Maintenance Supervisor***

Public Works Maintenance Tech, Cody Kelley stated that Mr. Bowman apologized that he was unable to attend the meeting but his services were required at the ballfields. He thanked Council for the opportunity to present the item. He stated that the request for the purchase of the John Deere Tractor also included a trade-in.

It would be used the same as the old tractor for lifting, hauling, setting up for special events, picking up large road-kill, and grading dirt roads among other tasks. He added that the public works staff appreciated their consideration for the approval.

Council Member Campbell asked if the tractor would be large enough to tackle all of their required duties. Mr. Kelley stated that it would. Council Member Campbell asked if the tractor was the same size as the old tractor. Mr. Kelley stated that he believed it to be two sizes larger. Council Member Campbell asked if there was a need for any additional equipment for the tractor. Mr. Kelley stated that there was no need. Council Member Furr asked if our current equipment would fit the new tractor. Mr. Kelley shared that the current equipment would fit the new tractor. Council Member Campbell inquired if John Deere would train the staff on the new tractor. Mr. Kelley stated that John Deere would drop off the tractor, pick up the old one, and show staff how to operate it which included all of the safety features.

A motion was made to approve the purchase of the John Deere tractor including a trade-in, in the amount not to exceed \$37,497.17.

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

Mayor Dial shared that he would often thank the public works staff for all they did but was glad that he could do it tonight in person. He added that he and Council loved them and are grateful for all of their hard work.

4. Consideration to Award Project Number PW-2023-04, Senoia Road Streetscape Improvements design, to Keck & Wood, Inc. ***Scott Langford, Town Engineer / Public Works Director***

Mr. Langford also shared that he was very blessed to have such a good crew.

Mr. Langford stated that the project was part of the Town's efforts of improving the streetscape of the downtown area. The project was being designed for the Senoia Road area between addresses 933 to 1003, which was approximately 300 linear feet which was the Gunnin property. He added that the purpose was to move along the streetscape project from the Livable Centers Initiative (LCI) study. There would be a curb median separation from the multi-use path. There would be lighting, crosswalks, landscaping, and access control. He stated that funding would come from the General Fund and the Public Works budget. He recommended the project to Keck & Wood, Inc. for a fee of \$39,000 plus the fee not exceeding \$25,000 for Bidding and Construction Administration pending Legal Counsel approval of the documents. He stated that the "not to exceed" amount was to be able to do as much of the bidding and construction administration in-house as much as possible.

Council Member Howard asked if any of the construction administration costs covered any of the actual construction costs. Mr. Langford explained that it did not, it covered any inspections to assure it would be completed properly. That service was performed on all projects to attempt to lower costs. She also asked if Council would have a chance to review the construction costs before approval.

Mr. Langford explained that the process consisted of the legal bidding process, and a month of advertisements. Once the bid tabulation was created, staff would come back to Council with the low bidder if they met all requirements. Council Member Campbell inquired about the time frame. Mr. Langford stated that it should be approximately five months. That would be ideal due to the warmer weather for construction.

A motion was made to award the project number PW-2023-04 The Senoia Road Streetscape Improvements design to Keck & Wood, Inc. for the amount of \$39,000, plus the fee not to exceed \$25,000 for Bidding and Construction Administration.

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

5. Consideration to Award Project Number PW-2023-02, the Senoia Road to Spencer Road Multi-Use Path design, to Keck & Wood, Inc. ***Scott Langford, Town Engineer / Public Works Director***

Mr. Langford stated this was also for the design phase for the Town's efforts to improve the multi-use cart path system and bring citizens downtown. Staff identified a cost-effective option to get people from Senoia Road to Spencer Road near the Publix shopping center. The option would run close to the overpass on Hwy 74. The path would be adjacent to, but not on, the GDOT SR-74 ramp right-of-way to the Spence Road right-of-way. He added that the Hobgood family was willing to work with the Town regarding their property. He added that the path would connect the east of Hwy 74 and the Tyrone Road citizens to the downtown side of Hwy 74, making the route quicker to downtown and the Publix shopping center. He stated that the project would be funded through the General Fund, but mostly from SPLOST. He recommended the project be awarded to Keck & Wood, Inc for a fee of \$26,000 plus the fee not to exceed \$25,000 for Bidding and Construction Administration pending Legal Counsel approval of the documents. He added that they would also try to keep the cost down by performing a lot of the administrative duties, in-house.

Council Member Campbell inquired about the citizens traveling down Handley Road heading down the cart path, under the overpass, how do they get from the east side of Senoia Road to the west side of Senoia Road? Mr. Langford stated that just past the exit ramp heading toward downtown, there would be a designated crossing with rapid flashing lights when the signal is pressed. The design would depend on the study. Council Member Campbell also inquired about the Hobgood family working with the Town regarding their property. Mr. Langford clarified that the Town would ask for fee-simple ownership of the property, through the land acquisition process.

A motion was made to award project number PW-2023-02 the Senoia Road to Spencer Road multi-use path design to Keck & Wood, Inc, in the amount of \$26,000 plus the fee not to exceed \$25,000 for Bidding and Construction Administration pending Legal Counsel approval of the contract documents.

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

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. Baker shared that the previously canceled last First Friday event, hosted by the Downtown Development Authority and the Recreation Department was rescheduled to Saturday, September 24th from 7:00 pm at Shamrock Park. There will be vendors, food vendors, and a musical group the Vintage Vixens. Council Member Campbell clarified that the event would take place from 6:00 pm to 9:00 pm with the Vintage Vixens performing at 7:00 pm.

Mr. Davenport stated that a Founders Day vendor agreement for rides was not in their Council packets. He apologized but shared that his staff received the agreement that day. He added that there was a need for a vote on the agreement due to the time constraint and that Council did not have another meeting scheduled before Founders Day. He stated that the good news was that it was a fairly simple task because the Town was utilizing the same vendor as last year. The framework was the same, but the money was a little higher. Mr. Davenport clarified that the rides were titled, The Wind-Up and Phantom's Revenge. The Town was leasing the rides and the vendor would set up and operate them, the cost was \$ 10,100.

Council Member Campbell asked if the rides were covered by sponsorships. Mr. Davenport stated that the cost would be paid by the Town. Council Member Furr asked if the funding would come from the Founders Day budget. Ms. Beach stated that yes, it would be paid through the Founders Day budget. Mayor Dial asked if some of the cost would be recuperated from ticket sales. Mr. Davenport clarified that the Town would pay for the lease of the rides, then we would receive revenue from ticket sales.

A motion was made to approve the expense of \$10,100 to Amusement Masters Production, Inc.

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

XIII. COUNCIL COMMENTS

Council Member Howard stated that due to inclement weather last week, the Friends of the Tyrone Museum, Things are Happening event would take place Sunday, from 2:00 pm to 4:00 pm.

Council Member Furr announced that while attending a meeting at the Tyrone Museum a Cottonmouth Moccasin snake was discovered and killed. She requested weather stripping under the doors. Mr. Langford stated that staff would assure that it would be taken care of.

XIV. EXECUTIVE SESSION

A motion was made to move into Executive Session for one real estate item.

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

XV. ADJOURNMENT

A motion was made to adjourn.

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

The meeting adjourned at 7:33 pm.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 6, 2022

Agenda Item Type: Presentation

Staff Contact: Chief Randy B. Mundy

STAFF REPORT

AGENDA ITEM:

Right of Way Maintenance Agreement

BACKGROUND:

The GADOT requires an agreement to be in place governing the right of way maintenance for all FLOCK camera sites located on GADOT right of ways. The GADOT requires the signature of the jurisdictional Chief of Police or County Sheriff.

FUNDING:

N/A

STAFF RECOMMENDATION:

Staff recommends that the Council approve the agreement and allow Chief Randy B. Mundy to sign the Town's designated signer.

ATTACHMENTS:

Right of Way Maintenance Agreement

PREVIOUS DISCUSSIONS:

N/A

Rev: April 2022

RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT ONLY)**By and Between****THE****GEORGIA DEPARTMENT OF TRANSPORTATION****AND****Town of Tyrone Police Department****PROJECT ID # XXXXXXXX****PERMIT ID # ALPR-113-000004-3****STATE ROUTE: 74, MP Various Locations to MP Various Locations**

THIS AGREEMENT made and entered into **September 20, 2022** (“Effective Date”) by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**”, and **Town of Tyrone Police Department** hereinafter referred to as “**LOCAL GOVERNMENT**” (the **DEPARTMENT** and **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **PROJECT** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number (PERMIT ID #), **ALPR-113-000004-3** which is referenced above and in **Exhibit A, MAINTENANCE AGREEMENT (MA) WORK PLAN**, and is hereby incorporated into this Agreement as if fully restated herein; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN** (Exhibit A) in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in Exhibit A, **MA WORK PLAN**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in **FAYETTE** County, as more particularly described in Exhibit A.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT's** Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

ARTICLE II

EXECUTION OF AGREEMENT AND AUTHORIZATION

TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in Exhibit A.

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or **LOCAL GOVERNMENT**, subject to the requisite triennial renewal of the Automated License Plate Reader (ALPR) permit, PERMIT ID **ALPR-113-000004-3** pursuant to the rules set forth in the **DEPARTMENT's Regulations for Driveway & Encroachment Manual**. In the event the ALPR permit is not renewed, this Agreement shall immediately terminate (see **ARTICLE IX – TERMINATION OF CONTRACT**).

ARTICLE III

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any Party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the Parties. It is understood, however, that **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any Party with written approval by the other Parties.

ARTICLE IV ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in FAYETTE County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

In Process

ARTICLE VI INSURANCE

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

☐ is self-insured and all claims against **LOCAL GOVERNMENT** will be handled through **TOWN OF TYRONE**.

OR

☐ shall, prior to beginning work, obtain coverage from a private insurance company or cause its consultant/contractor to obtain coverage in the minimum insurance amounts indicated below in this ARTICLE VI.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and registered to do business in the State of Georgia:
- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
 - (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

- (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.
- (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.
3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:
- i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of **DEPARTMENT** as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.
5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE VII

COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and

supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII

RESPONSIBILITY FOR CLAIMS AND LIABILITY

LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX

TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, or the ALPR permit associated with this Agreement (PERMIT ID **ALPR-113-000004-3**) is not renewed, in which case termination shall be immediate. Upon receipt of such notice of termination,

the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the Agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

1. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
2. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
3. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

In Process

ARTICLE XI

MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all

Parties have participated in the preparation hereof.

9. Pursuant to O.C.G.A. Sec. 50-5-85, **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

In Process

**THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON THE FOLLOWING PAGE.**

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

_____(Seal)
Commissioner or designee

ATTEST:

Treasurer

In Process

LOCAL GOVERNMENT:

Print Name: _____
Title: _____

Sworn to before me this
_____ day of _____, _____

_____(Photo of Seal)

NOTARY PUBLIC
My Commission expires _____.

EXHIBIT A

MAINTENANCE WORK PLAN

Camera adjustments, solar panel cleaning, solar panel replacements, and camera replacements may be performed as needed at each location (listed below). Maintenance, if required, is to be done to Flock Safety specification by a Flock Safety Technician.

Tyler Webb: (470) 833-8280 tyler.webb@flocksafety.com

Permittee: Tyrone Police Department

State Route Locations

No.	State Route	Mile Marker	Coordinates		Location Description	Distance from edge of pavement
1	74	0.12	33°31'3.99"N	84°34'35.22"W	SR 74 EB @ Thompson Road	7 feet
2	74	0.14	33°31'3.73"N	84°34'33.94"W	SR 74 WB @ Thompson Road	7 feet

Certificate Of Completion

Envelope Id: F347EBE946CC49AD8135CCEDADF06D63	Status: Sent
Subject: 48400-002-IAOD32300766/TOWN OF TYRONE	
Source Envelope:	
Document Pages: 12	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	GDOT DocuSign Admin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	600 W Peachtree St, NW
	Atlanta, GA 30308
	gdot_contracts@dot.ga.gov
	IP Address: 143.100.53.12

Record Tracking

Status: Original	Holder: GDOT DocuSign Admin	Location: DocuSign
9/21/2022 4:07:34 PM	gdot_contracts@dot.ga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Georgia Department of Transportation	Location: DocuSign

Signer EventsSignatureTimestamp

Randy Mundy		Sent: 9/21/2022 4:17:40 PM
Rmundy@tyrone.org		Viewed: 9/22/2022 7:58:34 AM
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Accepted: 9/22/2022 7:58:34 AM
ID: 91b86282-c106-498f-822c-9e4f8945a100

April Spradlin
Aspradlin@tyrone.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Russell R McMurry
catscommissioner@dot.ga.gov
Security Level: In Session

Electronic Record and Signature Disclosure:
Accepted: 7/26/2021 12:44:29 PM
ID: 300af4e1-68da-47c5-887e-c649aaedd680

Angela O. Whitworth
catstreasurerattest@dot.ga.gov
Security Level: In Session

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer EventsSignatureTimestamp

Editor Delivery EventsStatusTimestamp

Agent Delivery EventsStatusTimestamp

Intermediary Delivery EventsStatusTimestamp

Certified Delivery EventsStatusTimestamp

Carbon Copy EventsStatusTimestamp

Witness Events	Signature	Timestamp	Section X, Item 2.
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	9/21/2022 4:17:40 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 6, 2022

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to Award Project Number PW-2022-07 - Rebid 2022 Museum Foundation Repair project to PDQ Enterprises, Inc.

BACKGROUND:

There is a corner of the building at 881 Senoia Road that has signs of settling. After inspection of the building, two cracks through the brick masonry walls on the old admin section of the facility were showing movement of the corner of the building. The project was originally bid on August 10, 2022. One bid was submitted, but the bid was determined to be non-responsive. The project was re-advertised and rebid. The rebid's were taken on September 14, 2022. The low bidder was PDQ Enterprises, Inc. at a price of \$16,900.

FUNDING:

General Funds – Public Works 100-40-52.2206

STAFF RECOMMENDATION:

Staff recommends Awarding the Rebid 2022 Museum Foundation Repair Project No: PW-2022-02 to PDQ Enterprises, Inc. for the fee of \$16,900.

ATTACHMENTS:

Bid Tab

PREVIOUS DISCUSSIONS:

Budget Planning Workshop



Bid Tabulation
 REBID 2022 Museum Foundation Repair
 PW-2022-07 9/14/2022
 11:00 AM

Company	PDQ Enterprises	Brad Constr. II					
	Stockbridge, GA	Fayetteville, GA					
Addendum Acknowledged	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bid Security Attached	\$ 795.00 cc	Yes					
Bid Price	* 15,900.00	49,999.93					
Unit Price #1	40.00	88.00					

MATH ERROR - 15,900.00

Bids Received by: Scott A. Langford *[Signature]*

Bids Witnessed by: Sandy Beach *[Signature]*