<u>www.tyrone.org</u> (770) 487-4038



TOWN COUNCIL MEETING March 07, 2024 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

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

Jessica Whelan, Post 1 Dia Hunter, Post 2 Billy Campbell, Post 3 **Brandon Perkins**, Town Manager **Dee Baker**, Town Clerk **Dennis Davenport**, Town Attorney

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- **IV. PUBLIC COMMENTS:** Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.
- V. APPROVAL OF AGENDA
- **VI. CONSENT AGENDA:** All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.
 - 1. Approval of the February 15, 2024 meeting minutes.
 - Approval to accept the donation and placement (in Veteran's Park) of a plaque from the Daughters of the Revolution commemorating the 250th Anniversary of the founding of the United States.
 - 3. Approval of the EastGroup Properties, L.P.'s Stormwater Management Operations and Maintenance Agreement (for Greenway Commerce Park) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.
 - 4. Approval of the updated Field and Facilities Use Agreement with Tyrone Lazers Soccer Club for 2024.
- VII. PRESENTATIONS
- VIII. PUBLIC HEARINGS

- Consideration to approve a text amendment to section 113-190 of Article VII of the Zoning Ordinance regarding conditions for hotels. Phillip Trocquet, Community Development
- 6. Consideration to approve a text amendment to section 113-2 of Article I of the Zoning Ordinance to remove a definition for "extended-stay hotels." Phillip Trocquet, Community Development
- 7. Consideration to approve a text amendment to section 113-211 of Article VII of the Zoning Ordinance regarding off-street automobile parking requirements. (Request to be Tabled to March 21st, 2023)

IX. OLD BUSINESS

X. NEW BUSINESS

- 8. Consideration to award project PW-2024-20, the 2024 Generator Replacement Pump Station 2 project to Southern Power Systems, Incorporated. - Scott Langford, Town Engineer / Public Works Director
- 9. Consideration to begin Land Acquisition for the 2023 SPLOST project 2024 Laurelwood Connector Multi-Use Path PW-2024-06 Scott Langford, Town Engineer / Public Works Director
- 10. Consideration to expand sewer from St. Stephens Court to 1130 Senoia Road. **Scott Langford, Town Engineer / Public Works Director**
- 11. Consideration to approve appointment of Mr. Brad Matheny to the Town of Tyrone Planning Commission Post 2. **Mayor Eric Dial**
- 12. Consideration to appoint Mrs. Jeni Mount to the Town of Tyrone Downtown Development Authority. **Phillip Trocquet, Community Development**
- 13. Consideration to appoint Mr. Adam She to the Town of Tyrone Downtown Development Authority. **Phillip Trocquet, Community Development**
- 14. Consideration to appoint Mr. Ernie Johnson to the Town of Tyrone Downtown Development Authority. **Phillip Trocquet, Community Development**
- **XI. PUBLIC COMMENTS:** The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.
- XII. STAFF COMMENTS
- XIII. COUNCIL COMMENTS
- XIV. EXECUTIVE SESSION
- XV. ADJOURNMENT

TYRONE TOWN COUNCIL MEETING

MINUTES February 15, 2024 at 7:00 PM

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

Jessica Whelan, Post 1 Dia Hunter, Post 2 Billy Campbell, Post 3 **Brandon Perkins**, Town Manager **Dee Baker**, Town Clerk **Dennis Davenport**, Town Attorney

Also present:

Phillip Trocquet, Assistant Town Manager Sandy Beach, Finance / HR Manager

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- **IV. PUBLIC COMMENTS:** Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.
- V. APPROVAL OF AGENDA

A motion was made to approve the agenda with the change of removing item 3. from the consent agenda and replacing it with the minutes from the February 1, 2024 workshop and regular meeting.

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

- VI. CONSENT AGENDA: All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.
 - 1. Approval of New Hire Ms. Kinjal Kadakia for the Accounting Specialist position.
 - 2. Approval to allow Christ Church the use of Shamrock Park on March 29, 2024, for a Good Friday Service from 6:00 p.m. to 7:30 p.m., which is open to the public.
 - 3. Approval of the February 1, 2024 workshop and regular meeting minutes.

A motion was made to approve the consent agenda.

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

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

4. Consideration to award project PW-2023-04, the 2023 Senoia Road Streetscape Improvements project to the Corbett Group, LLC. Scott Langford, Public Works Director and Town Engineer

The project was advertised, and the bids were received on February 7, 2024. He stated that the lowest bidder was the Corbett Group, LLC for \$348,682.25. Mr. Langford reminded everyone that in 2023 the Town contracted with Keck & Wood to design a streetscape improvement along Senoia Road at address 933 (Spezzanos, Gunnin Graphics, Partners Pizza). He added that the project would be funded through the 2017 SLOST and the General Fund. Mr. Langford shared that the bid tabulation sheet was included in the Council packets. He then recommended approval. He shared that it would be the first time working with the company but that through their references they came highly recommended.

Council Member Campbell asked for the breakdown of the funding sources. Mr. Langford shared that approximately \$62,000 would come from the 2017 SPLOST fund and the remainder would be through the General Fund. Council Member Campbell also inquired about the word "complete" on certain items within the bid tabulation. Mr. Langford gave the example of the installation of an electrical outlet, "complete" meant that all obligations were included for the outlet such as wiring, conduit, parts, etc.

Council Member Campbell asked for clarification regarding the specific location of the project. Mr. Langford stated that it would include the area in front of the Spezzanos/Gunnin/Partners center, plus a beacon crosswalk and a sidewalk. There would also be landscaping there and across the street which would include drainage improvements near Kakao Café. Council Member Campbell shared his request for a speed table at that location to slow traffic.

Mayor Dial inquired if there was a speeding issue at that location. Mr. Perkins reported that the latest data from the current speed calming device indicated that the average speed was within the 85 percentile for that area of Senoia Road.

Mr. Trocquet relayed that during the Shamrock Park improvement discussions, a faux speed table was suggested. It was a large apron that looked like a speed table. The markings were similar but with little to no maintenance. Mr. Langford added that it psychologically made drivers slow down, it was a passive measure as opposed to an active.

Council Member Hunter inquired if the data indicated that drivers were taking different routes. Mr. Perkins stated that it was too soon for the data. He added that during the phantom mode when the signs were not on and current readings, there was a reduction in speed. There were a few speeders but there was no indication to officers that there was a speeding issue in that area. The forthcoming streetscape along Senioa Road and the crossings, should also give a psychological barrier of a narrower road to travel at a slower speed.

Mr. Langford stated that within that area, the sidewalk and streetscaping would allow for clearer entrances and exits. Council Member Whelan gave the example of operating her golf cart and a vehicle driving in front of her. She added that the improvement was much needed. Mayor Dial indicated that the chosen bid was \$57,000 under the next highest bidder.

A motion was made to award the 2023 Senoia Road Streetscape Improvements project PW-2023-04 to the Corbett Group, LLC for the sum of \$348,682.25 and for the Mayor to execute the agreement.

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

5. Consideration to award project PW-2024-14, the 2024 Storm Drain Improvements Phase 1 project to Construction 57 Incorporated. **Scott Langford, Public Works Director & Town Engineer**

Mr. Langford informed everyone that the project was advertised, and bids were received by Mallet Engineering on February 6, 2024. He stated that the Town contracted with Mallet Engineering in 2023 to design storm drain improvements along Laurel Lake, Ridge Road, and Laurelwood Road. He stated that as time progressed, staff realized that land acquisition for the paving project would hold up the process for other pipe repairs, thus these four became Phase I. Phase II would include the other pipes along with the paving project after the land acquisition. He provided Council with plans at the dais from a similar project in October.

He added that the lowest responsible bidder was Construction 57, Inc. for \$139,420. He recommended approval and reminded everyone that the bid tabulation sheets were in the Council packets. He stated that the project was in the budget and funding would come from the General Fund.

Mayor Dial asked why there was a difference of \$268,000 between bidders. Mr. Langford stated that some bidders threw out a high bid to see if it stuck. Mayor Dial asked if there would be other reasons regarding the project for why some bids were so high. Mr. Langford stated that it was a straightforward project, not complex. He stated that staff spoke to that contractor and he was comfortable with his bid. He added that the chosen contractor was more in line with staff's estimate and their references checked out.

Council Member Campbell asked Mr. Langford if he knew what the engineering costs for the project would be. Mr. Langford stated that he could obtain the amount, however, it would require the dissection of the combined pipe/paving projects.

Council Member Furr asked for the location of the four pipes. Mr. Langford stated that two were on Laurelwood, which would include their replacement and upgrade. Mayor Dial restated the bid amount for the record as being, \$139,420, not, \$130,420. Mr. Langford stated that the other pipes were located on Ridge Run, three houses down and one at the end of Laurel Lake Road.

Council Member Campbell asked where the stormwater ultimately landed. Mr. Langford stated, Line Creek. Council Member Campbell clarified that there was no land acquisition on Laurelwood only on Anthony Drive, Phase II. Mr. Langford agreed.

A motion was made to award the 2024 Storm Drain Improvements Phase 1 project, number PW-2024-14 to Construction 57 Inc., for \$139,420 and have Mayor Dial execute the agreement.

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

Council Member Furr asked for the timeframe of the project. Mr. Langford shared that including legal review, the project should begin in early April. She then asked Mr. Langford to investigate the drainage across from 545 Laurelwood Road.

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

XII. STAFF COMMENTS

Mr. Perkins gave his staff update. He stated that he was still working through the ClearGov financial software implementation, in particular the Capital Improvement projects for the upcoming budget. He shared that he finally spoke to the property owner on Lloyd Avenue where the tires were dumped. The property owner would need to file a police report and then follow up with EPD. Mr. Perkins would follow through with the property owner.

Mr. Perkins stated that staff planned on revising the film permitting process and fees. Tyrone was charging too little for fees. The Public Works staff would often go behind the film crew and fix items and clean up after them. He stated that he would send the revisions to the legal department and then place it on an agenda in April. Mr. Perkins shared that he and Mayor Dial attended and spoke at the Fayette Chamber's Leadership Fayette event on February 13th. The class title was Governance & Civic Leadership. He added that the class was a good opportunity to share their duties and give examples of how government worked and share how all Fayette County municipalities worked together.

Mr. Perkins stated that the first Downtown Development Authority (DDA) First Friday event was scheduled for May 3rd and was geared toward kids with the band 6-Feet Back. He added that the First Friday events would take place at Shamrock Park and run through September. He shared that the Pickleball project was finalized.

He stated that staff was still waiting to hear back from the state Social Security office regarding the employee referendum vote. He thanked Ms. Patty Newland for booking a Social Security advisor for a Lunch & Learn for the public and a separate lunch for our employees with the same advisor, which would be in March.

Mr. Perkins then gave Council a few updates on the Public Works projects. He stated that the Dogwood Trail resurfacing design was underway. Funding would be through TIP, and LAP, and bidding would be in May of 2025. The 2024 asphalt resurfacing design was 90% complete and bidding would take place in April.

He informed everyone that the Tyrone Road multi-use path was fully complete. He shared that the Tullamore/Greencastle Road multiuse path's design was 60% complete. He added that bidding would be delayed due to the Dogwood Road paving project.

He stated that the 2024 sidewalk repairs were complete. The architect and engineering design had begun on the emergency access road located at Shamrock Industrial Park.

XIII. COUNCIL COMMENTS

Council Member Hunter began a discussion regarding the staff hiring process, he wished for there to be changes moving forward. Mayor Dial shared that regarding Mayors in other cities, Tyrone was the only city the Mayor and Council were involved in the hiring process.

Council Member Campbell stated that he liked the current process, it gave Council an opportunity to know who they were hiring. Council Member Furr agreed and wished for the new hires to come to a Council meeting to be introduced after being hired.

Council Member Hunter agreed with the notion that Council should know who they were hiring, however, Council could be updated through other means such as being on a rotating interview panel. Council should not have to vote on new hires during a public meeting.

Council Member Furr stated that the public was paying for their salaries so they had a right to know who was being hired. Council Member Campbell stated that Council was voting on the recommendations of department heads. It was nice to feel a part of the process and to review their resumes.

Mayor Dial stated that it was the ultimate form of debate, Council was voting to approve. He agreed that Council should get to know the new hires but he did not wish to get involved with the hiring process. Council Member Furr stated that she just wanted to know who was being hired and to see their resume' and have them come to a meeting. She did not want to have an input on who needed to be hired.

Council Member Hunter asked for Mr. Davenport's input. Mr. Davenport stated that according to the personnel handbook, Council was the final approval. The governing body had the authority to lessen or strengthen the procedure. Council Member Hunter then inquired about the termination process. Would the termination also be on the meeting agenda? Mr. Davenport stated that the termination process was changed and Council was no longer involved, however, Council was the appealing body.

Council Member Hunter felt that Council should know who they were hiring but to leave that process to those who were put in place for that purpose, having Council vote was unnecessary. Council Member Whelan stated that if the process were to be changed, she would want further discussions on the matter. She added that everything on the agenda was a recommendation. She wished to review the resumes and keep the process as is. She viewed the staff recommendations as a heavy-weighted approval.

Mayor Dial shared some announcements from the Mayor's breakfast meeting, Peachtree City was hosting a Municipal Summit on March 12th at 9:00 a.m. He added that Tyrone was allowed three people to attend. Mayor Dial also announced that the state was open to giving money for stormwater projects, contact Mike McPherson with GMA. He also relayed that money was also available for paths and trails through the ARC, please contact Jim Jaquish. He stated that Mayor Learnard was unaware of the emergency exit at Shamrock Industrial Park. He asked for Mr. Perkins to contact her staff.

XIV. EXECUTIVE SESSION

A motion was made to approve the Executive Session minutes from February 1, 2024.

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

XV

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ζV.	ADJOURNMENT
	A motion was made to adjourn.
	Motion made by Council Member Campbell. Voting Yea: Council Member Furr, Council Member Whelan, Council Member Hunter.
	The meeting adjourned at 7:45 pm.
By:	Attest:
	Eric Dial, Mayor Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular Meeting Date: March 7, 2024 Agenda Item Type: Consent Agenda

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Approval to accept the donation and placement (in Veteran's Park) of a plaque from the Daughters of the Revolution commemorating the 250th Anniversary of the founding of the United States.

BACKGROUND:

Staff was contacted by Charlotta Dunkin (email attached), who is the committee chair of the Fayette-Starr's Mill Chapter of the Daughters of the Revolution, requesting permission to place an "America 250" marker in Veteran's park to commemorate the founding of our country. The plaques are 30"x30" and read, "Revolutionary War Patriots This marker commemorates the men and women who achieved American independence. These Patriots, believing in the noble cause of liberty, fought valiantly to found a new nation. 1775-1783".

FUNDING:

None.

STAFF RECOMMENDATION:

Staff recommends approval of this donation.

ATTACHMENTS:

- 1. Email from Charlotta Dunkin
- 2. Images of America 250 Marker

PREVIOUS DISCUSSIONS:

None.

Brandon Perkins

From: Chotts Dunkin <cayman2011@gmail.com>
Sent: Monday, February 26, 2024 1:40 PM

To: bperkins@tyrone.org

Cc: cwillis@tyrone.org; lowens@tyrone.org **Subject:** Permission for Plaque in Veterans Park

Attachments: America 250! Plaque 2022.jpg; America 250 Plaque Full View 2022.jpg

Dear Mr. Perkins,

I am the America 250! Committee Chair for the Fayette-Starr's Mill Chapter, National Society Daughters of the American Revolution. I previously communicated with Laura Owens and Ciara Willis from Tyrone about placing a plaque in Tyrone's Veterans Park. Ciara suggested contacting you to consider this request.

DAR's National Society has committed to making the 250th Anniversary of our country's Declaration of Independence a spectacular affair. In addition, Georgia Governor Brian Kemp recently signed an executive order creating the "Georgia US250 Committee," to plan and coordinate the state's activities commemorating the 250th anniversary of the founding of the United States.

DAR has a goal to place 'America 250' markers and plaques throughout each state to commemorate the men and women who were part of the American Revolution.

The plaque reads, "Revolutionary War Patriots This marker commemorates the men and women who achieved American independence. These Patriots, believing in the noble cause of liberty, fought valiantly to found a new nation. 1775-1783".

The two DAR chapters in Fayette County, James Waldrop Chapter, chartered in April 2007, and Fayette-Starr's Mill Chapter, chartered in December 2003, would like to place a 30" x 30" Marker on a stand in Tyrone's Veterans Park (pictures are attached of markers already placed in Georgia). Since Veterans Park commemorates all Veterans, living or dead, we feel it would be a perfect place to also recognize the men and women who fought in or played a role supporting the cause of the American Revolution.

To get approval from our National Society's Historian General, we need permission in writing from the group/person in charge of the property. We would appreciate you

Section VI, Item 2.

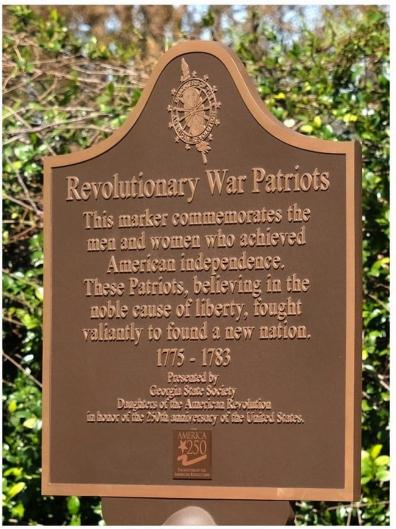
and the City Council considering this plaque for Veterans Park, as it would addition to honoring our Veterans of Fayette County.

I look forward to hearing from you soon.

Charlotta Dunkin America 250! Committee Chair Fayette-Starr's Mill Chapter, NSDAR (678-770-0406)



Meadow Garden March 26, 2022



Meadow Garden March 26, 2022



COUNCIL ITEM AGENDA REQUEST FORM

Department: Public Works

Meeting Date: March 7, 2024 **Staff Contact:** Devon Boullion, Environmental

Specialist

Agenda Section: Consent Agenda

Staff Report:

Item Description:

Consideration to approve EastGroup Properties, L.P.'s Stormwater Management Operations and Maintenance Agreement (for Greenway Commerce Park) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.

Background/History:

Per the Town of Tyrone's Development Regulations, new development and re-development involving the addition or improvement of 5000 square feet of more of impervious surfaces are required to construct and maintain on-site stormwater management facilities to protect the health, safety, and welfare of the Town of Tyrone's residents and water quality in local watersheds. The agreement establishes the property owner's inspection and maintenance responsibilities, as well as the Town's right to inspect the facilities and require maintenance in accordance with the both the agreement and applicable standards from the latest edition of the Georgia Stormwater Management Manual. The missing documents include a plat of the easement and a legal description of the easement; these documents shall be provided prior to issuance of the certificate of occupancy.

Findings/Current Activity:

Pending receipt of finalized documents and council approval, the agreement shall be recorded among the deed records of the Clerk of the Superior Court of Fayette County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

Is this a budgeted item?	_No_	If so, include budget line number:	N/A
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Actions/Options/Recommendations:

Staff recommends authorizing Mayor Dial to execute the Agreement between EastGroup Properties, L.P.'s and the Town of Tyrone, subject to receipt of finalized documents prepared to staff's satisfaction for the purpose of finalizing the agreement prior to the issuance of the facility's certificate(s) of occupancy.

STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT Town of Tyrone, Georgia

THIS AGREEMENT, made and entered into this 7th day of March,
20_24_, by and between (insert full name of owner)
EastGroup Properties, L.P.
his/her successors and assigns, including but not limited to any homeowners association,
commercial developer, holder of any portion of the below described property, and/or similar
(hereinafter the "Property Owner"), and the Town of Tyrone, Georgia (hereinafter the "Town").
WITNESSETH
WHEREAS, the Property Owner is the owner of certain real property described as
(Fayette County Tax Map/Parcel Identification Number) 0726 068
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 5553 page
318-322 , and Plat Book 100 , page 566 , and more particularly described on the
attached Exhibit "A" (hereinafter the "Property"); and
WHEREAS, the Property Owner is proceeding to build on and develop the property; and
WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan/Development known
as (insert name of plan/development)
Greenway Commerce Park
(hereinafter the "Plan"), which is expressly made a part hereof, as approved or to be approved by
the Town, provides for detention and/or management of stormwater within the confines of the
Property; and
WHEREAS, the Town and the Property Owner agree that the health, safety, and welfare
of the residents of the Town of Tyrone, Georgia, require that on-site stormwater management
facilities be constructed and maintained on the Property; and

WHEREAS, the Land Development Regulations for the Town of Tyrone require that onsite stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Property Owner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1.

The on-site stormwater management facilities shall be constructed by the Property Owner in accordance with the plans and specifications identified in the Plan.

2.

The Property Owner shall maintain the facility or facilities in good working condition acceptable to the Town and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit "B".

3,

The Property Owner hereby grants permission to the Town, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the Town deems necessary. Whenever possible, the Town shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of the Town to allow the Town to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit "C" and by reference made a part hereof.

4.

In the event the Property Owner fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the Town and in accordance with the maintenance schedule incorporated in this Agreement, the Town, with due

notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the Town to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the Town.

5,

In the event the Town, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the Town within thirty (30) days of receipt thereof for all the costs incurred by the Town hereunder. If not paid within the prescribed time period, the Town shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the Town as a result of the Property Owner's failure to maintain the facility or facilities.

6.

It is the intent of this Agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by stormwater runoff.

7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be

removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

8.

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report, attached to this Agreement as Exhibit "D" and by this reference made a part hereof, for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

9.

The Property Owner hereby indemnifies and holds harmless the Town and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Town from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the Town. In the event a claim is asserted against the Town or its authorized agents or employees, the Town shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the Town or its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

10.

This Agreement shall be recorded among the deed records of the Clerk of the Superior Court of Fayette County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

11.

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized official, this Agreement.

PROPERTY OWNER PARTNERSHIP

Name of Partnership: EastGroup Properties, L.P., a Delaware limited partnership By: EastGroup Properties General Partners, Inc., a Delaware corporation, its general partner Attest: Title: Vice President Title: CONSTRUCTION MANAGER (CORPORATE SEAL) (NOTARIAL SEAL) My Commission Expires: 3, 2025 TOWN OF TYRONE, GEORGIA Town Clerk (TOWN SEAL) Notary Public: _____ (NOTARIAL SEAL) My Commission Expires: Attachments: Exhibit A. Plat and Legal Description Exhibit B. Maintenance and Inspection Schedule

Permanent Water Quality BMP and Access Easement Agreement

Example Operation and Maintenance Inspection Report

Exhibit C. Exhibit D.

EXHIBIT A

SURVEY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 110 & 115, 7TH DISTRICT, CITY OF TYRONE, FAYETTE COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR ON THE COMMON CORNER OF LAND LOTS 110, 111, 114, & 115;

THENCE, ALONG THE NORTHERLY LINE OF LAND LOT 110, NORTH 88 DEGREES 57 MINUTES 48 SECONDS EAST, 917.14 FEET TO A 5/8 INCH REBAR;

THENCE, LEAVING SAID LAND LOT LINE, SOUTH 00 DEGREES 22 MINUTES 04 SECONDS WEST, 1,514.68 FEET TO A 1/2 INCH REBAR;

THENCE, SOUTH 89 DEGREES 53 MINUTES 22 SECONDS WEST, 429.12 FEET TO A 1/2 INCH REBAR;

THENCE, SOUTH 00 DEGREES 11 MINUTES 42 SECONDS WEST, 1,336.50 FEET TO A 3/8 INCH REBAR ON THE NORTHERLY RIGHT-OF-WAY LINE OF JENKINS ROAD (RIGHT-OF-WAY WIDTH VARIES);

THENCE, ALONG SAID RIGHT-OF-WAY LINE, NORTH 89 DEGREES 04 MINUTES 13 SECONDS WEST, 67.72 FEET TO A 1/2 INCH REBAR;

THENCE, 237.71 FEET ALONG A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 882.28 FEET AND A CHORD BEARING NORTH 81 DEGREES 21 MINUTES 07 SECONDS WEST, 236.99 FEET) TO A POINT;

THENCE, NORTH 75 DEGREES 13 MINUTES 35 SECONDS WEST, 417.34 FEET TO A RIGHT-OF-WAY MONUMENT;

THENCE, NORTH 14 DEGREES 41 MINUTES 06 SECONDS EAST, 20.00 FEET TO A RIGHT-OF-WAY MONUMENT:

THENCE, NORTH 75 DEGREES 11 MINUTES 57 SECONDS WEST, 175.86 FEET TO A RIGHT-OF-WAY MONUMENT;

THENCE, NORTH 75 DEGREES 30 MINUTES 56 SECONDS WEST, 275.06 FEET TO A 1/2 INCH REBAR AND CAP SET AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF JENKINS ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 74 (RIGHT-OF-WAY WIDTH VARIES);

THENCE, ALONG SAID RIGHT-OF-WAY OF STATE HIGHWAY 74, NORTH 20 DEGREES 43 MINUTES 51 SECONDS EAST, 49.62 FEET TO A POINT;

THENCE, NORTH 31 DEGREES 48 MINUTES 02 SECONDS EAST, 59.38 FEET TO A RIGHT-OF-WAY MONUMENT;

THENCE, 292.55 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 3,010.39 FEET AND A CHORD BEARING NORTH 35 DEGREES 10 MINUTES 23 SECONDS EAST, 292.43 FEET) TO A RIGHT-OF-WAY MONUMENT;

THENCE, SOUTH 60 DEGREES 54 MINUTES 37 SECONDS EAST, 12.14 FEET TO A RIGHT-OF-WAY MONUMENT;

THENCE, 138.89 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 3,029.00 FEET AND A CHORD BEARING NORTH 25 DEGREES 22 MINUTES 38 SECONDS EAST, 138.88 FEET) TO A RIGHT-OF-WAY MONUMENT;

THENCE, NORTH 63 DEGREES 02 MINUTES 13 SECONDS WEST, 15.82 FEET TO A RIGHT-OF-WAY MONUMENT:

THENCE, 295.89 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,999.14 FEET AND A CHORD BEARING NORTH 19 DEGREES 03 MINUTES 28 SECONDS EAST, 295.77 FEET) TO A 1/2 INCH REBAR AND CAP SET;

THENCE, NORTH 69 DEGREES 20 MINUTES 15 SECONDS WEST, 16.42 FEET TO A 1/2 INCH REBAR AND CAP SET:

THENCE, NORTH 19 DEGREES 21 MINUTES 53 SECONDS EAST, 171.48 FEET TO A POINT;

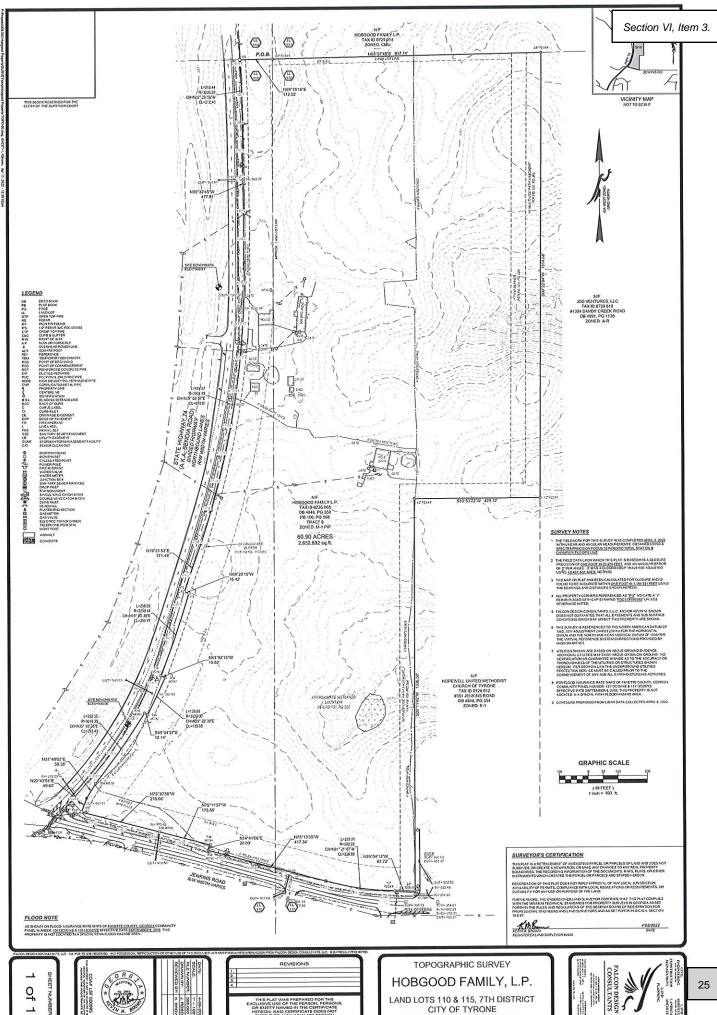
THENCE, 974.57 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2,904.79 FEET AND A CHORD BEARING NORTH 09 DEGREES 03 MINUTES 57 SECONDS EAST, 970.01 FEET) TO A POINT;

THENCE, NORTH 00 DEGREES 32 MINUTES 45 SECONDS WEST, 477.81 FEET TO A POINT;

THENCE, 212.44 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 3,225.22 FEET AND A CHORD BEARING NORTH 02 DEGREES 25 MINUTES 58 SECONDS WEST, 212.40 FEET) TO A 1/2 INCH REBAR AND CAP SET;

THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 89 DEGREES 15 MINUTES 16 SECONDS EAST, 112.55 FEET TO THE *POINT OF BEGINNING*.

SAID TRACT OR PARCEL CONTAINING 60.90 ACRES (2,652,892 SQUARE FEET).



<u>ç</u>







HOBGOOD FAMILY, L.P.

LAND LOTS 110 & 115, 7TH DISTRICT CITY OF TYRONE FAYETTE COUNTY, GEORGIA



EXHIBIT B

EXHIBIT "B"

STORMWATER FACILITY INSPECTION AND MAINTENANCE SCHEDULE Town of Tyrone, Georgia

STORMWATER FACILITY	INSPECTION PREQUENCY
Wet Pond	Once per Year
Dry Pond	Once per Year
Constructed Wetlands	Once per Year
Filtration Facility	Once per Year
Enhanced Synles, Grass Channels and Filter Strips	Once per Year

Required maintenance – All stormwater structural control facilities will be maintained, at a minimum, according to the guidelines and procedures provided in Volume 2 of the Georgia Stormwater Management Manual. (Maintenance requirements are detailed for each structural control. See www.georgiastormwater.com for more information.) In general, the Town is responsible for maintenance of all stormwater infrastructure located on public property and in the right of way. Commercial, industrial and residential property owners are responsible for maintenance of stormwater infrastructure located on private property.

Inspections – The Property Owner shall inspect all stormwater facilities at least once each year using the BMP Operation and Maintenance Inspection Report attached to the Stormwater Management Inspection and Maintenance Agreement as Exhibit "D". Upon completion of each inspection, the Property Owner shall submit the completed Report to the Town.

Bioretention Areas

A bioretention area is a shallow stormwater basin or landscaped area with well-draining soils, generally composed of sand, fines, and organic matter, and vegetation to capture and treat stormwater runoff. The basin or main treatment area of the bioretention area includes plants to aid in the filtration and infiltration of the stormwater flowing through the practice. An underdrain may be placed in the bioretention area to collect runoff that has filtered through the soil layers and pipe it to the storm sewer system or a nearby water body.



There are some common problems to be aware of when maintaining a bioretention area. They include, but are not limited to, the following:

- Sediment build-up
- Clogging in the inlet and outlet structure
- Establishing vegetation within the bioretention area
- Clogging the underdrain (if applicable)
- Mosquitoes breeding in the practice
- Ant mounds
- Maintaining the proper pH levels for plants
- Pruning and weeding to maintain appearance

Routine maintenance should be performed on the bioretention areas to ensure that the structure is functioning properly. Note that during the first year the bioretention area is built, maintenance may be required at a higher frequency to ensure the proper establishment of vegetation in the practice.

In addition to routine maintenance, bioretention areas have seasonal and intermittent maintenance requirements. For example, the following are maintenance activities and concerns specific to winter months. Planting material should be trimmed during the winter, when the plants are dormant. In the event of snow, ensure that snow does not pile up in the bioretention area. Accumulated snow adds additional weight and may compact the bioretention area soil, which would reduce its infiltration capacity. In addition, check to make sure that the materials used to de-ice the surrounding areas stay out of the practice to avoid clogging and further pollution.

Bioretention areas should be inspected after a large rainstorm. Keep drainage paths, both to and from the BMP, clean so that the water can properly infiltrate into the ground. Note that it might take longer for the water to infiltrate into the ground during the winter months and early spring. Mulch the practice

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as needed to keep a thickness of 3-4 inches. Shredded hardwood mulch is preferred, and care should be taken to keep the mulch from piling on the stems of the plants. For more information on vegetation in bioretention areas, see Appendix D: Planting and Soil Guidance.

If the bioretention area is not draining properly, check for clogging of the inflow and outflow structures as well as the infiltration rate of the soil media. If the soil is not draining properly, it could be clogged or over-compacted. In a bioretention area, the media is likely to become clogged at the mulch or upper layer of the soil first. If the media is clogged or over-compacted, then the media should be replaced. Potential sources of excessive sediment that could clog the media include ant mounds and unstable soil upstream of the practice. Possible sources of compaction are vehicles, such as tractors, traveling through the practice. If the practice includes an underdrain, a structural repair or cleanout to unclog the underdrain may be necessary.

In order to keep the water that exits the bioretention area clean, fertilizers should only be used sparingly during the establishment of the practice. Once the vegetation in the practice has been established, fertilizers should not be used. While vegetation in the bioretention area is important, the primary purpose of a bioretention area is to act as a water quality device and introducing fertilizers into the bioretention area introduces nutrients such as phosphorus and nitrogen that can pollute downstream waters. In addition, bioretention areas should already be a nutrient rich environment that does not require fertilization. To control animal nuisances and invasive species, pesticides (including herbicides, fungicides, insecticides, or nematode control agents) should be used sparingly and only if necessary.

If designed correctly, there is no danger of bioretention areas becoming a breeding ground for mosquitoes. A mosquito egg requires 24-48 hours to hatch. In addition, it takes 10-14 more days for the larvae to develop and become an adult. By having a bioretention area that drains properly, it is unlikely that a bioretention area would provide a habitat that could become a breeding area for mosquitoes. Should the bioretention area become a breeding ground for mosquitoes, the problem is likely with the soil media or the overflow structure which may need to be addressed.

The table below shows a schedule for when different maintenance activities should be performed on the bioretention area.

Bioretention Area Typical Routine Maintenance Activities and Schedule

	Activity	Schedule
•	Prune and weed to maintain appearance. Dissipate flow when erosion is evident. Remove trash and debris. Remove sediment and debris from inlets and outlets. Remove and replace dead or damaged plants. Mow around the bioretention area as necessary, ensuring grass clippings are not placed in the practice. Observe infiltration rates after rain events. Bioretention areas should have no	As needed or 4 times during growing season
	standing water within 24 hours of a storm event. Inspect for evidence of animal activity.	

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	Activity	Schedule
•	Inspect for erosion, rills, or gullies and repair. Inspect filter strip/grass channel for erosion or gullying, if applicable. Re-seed or sod as necessary. Inspect trees and shrubs to evaluate their health, and remove and replace any dead or severely diseased vegetation. Obtain a mulch depth of at least 3 to 4 inches should be inspected and obtained. Additional mulch should be added as necessary.	Semi-annually in spring and fall
•	Trim planting material. Inspect for snow accumulation.	As needed or during winter months
•	Test the planting soils for pH levels. Consult with a qualified licensed Professional to determine and maintain the proper pH levels.	Annually
•	Replace/repair inlets, outlets, scour protection or other structures as needed. Implement plant maintenance plan to trim and divide perennials to prevent overcrowding and stress. Check soil infiltration rates to ensure the bioretention area soil is draining the water at a proper rate. Re-aerate or replace soil and mulch layers as needed to achieve infiltration rate of at least 0.5 inches per hour.	2 to 3 years

Dry Enhanced Swales/Wet Enhanced Swales

An enhanced swale is a vegetated open channel designed to capture and treat stormwater runoff within dry or wet cells formed by check dams or other means. Enhanced swales are generally shallow, wide, and vegetated to help slow and filter stormwater runoff.

There are two different types of enhanced swales. The first is a dry swale which includes a filter bed of prepared soil that overlays an underdrain system. They are designed to let stormwater be filtered or infiltrated through the



bottom of the swale. Because they are dry most of the time, they are often the preferred option in residential settings. The second type of enhanced swale is a wet swale. Wet swales are designed to retain water or marshy conditions that support wetland vegetation. Because this practice is meant to retain water, they are generally used in areas with a high water table or poorly drained soils. Wet swales achieve pollutant removal both from sediment accumulation and biological removal.

There are some common problems to be aware of when maintaining an enhanced swale. They include, but are not limited to, the following:

- Sediment build-up
- Clogging in the inlet and outlet structure
- Establishing vegetation
- Clogging in the underdrain (if applicable)
- Mosquitoes breeding in the practice
- Ant mounds
- Maintaining the proper pH levels for plants
- Pruning and weeding to maintain appearance

Routine inspection and maintenance should be performed on the dry or wet enhanced swale to ensure that the practice is properly functioning. Note that during the first year the enhanced swale is built, maintenance may be required at a higher frequency to ensure the proper establishment of vegetation in the practice. For more information on vegetation within a swale, see Appendix D: Planting and Soil Guidance. Enhanced swales should be inspected after a large rainstorm. Keep drainage paths, both to and from the BMP, clean so that the water can properly flow in and out of the practice.

In addition to routine maintenance, dry or wet enhanced swales have seasonal and intermittent maintenance requirements. For example, during the winter months, the enhanced swale should be inspected after a snow event (this is specific to northern areas of Georgia). Accumulated snow adds

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additional weight and may compact the dry enhanced swale soil, which would reduce its infiltration capacity. In addition, check to make sure that the materials used to de-ice the surrounding areas stay out of the practice to avoid clogging and further pollution. Note that it might take longer for the water to infiltrate into the ground during the winter months and early spring.

If the dry enhanced swale is not draining properly, check for clogging in the inflow and outflow structures. Another consideration would be the permeable soil layer, which could be clogged or overcompacted. In a dry enhanced swale, the media is likely to become clogged at the upper layer of the soil first. Potential sources of excessive sediment that could clog the media include ant mounds and unstable soil upstream of the practice. Possible sources of compaction are vehicles, such as tractors, traveling through the practice. If the media is clogged or over-compacted, then the media should be replaced. If the practice includes an underdrain, a structural repair or cleanout to unclog the underdrain may be necessary.

In order to keep the water that exits the dry or wet enhanced swale clean, fertilizers should only be used sparingly during the establishment of the practice. Once the vegetation in the practice has been established, fertilizers should not be used. While vegetation in the enhanced swale is important, the primary purpose of an enhanced swale is to act as a water quality device, and introducing fertilizers into the enhanced swale introduces nutrients such as phosphorus and nitrogen that can pollute downstream waters. In addition, enhanced swales should already be nutrient rich environments that do not require fertilization. To control animal nuisances and invasive species, pesticides (including herbicides, fungicides, insecticides, or nematode control agents) should be used sparingly and only if necessary.

If designed and maintained correctly, there is no danger of dry enhanced swales becoming a breeding ground for mosquitoes. A mosquito egg requires 24-48 hours to hatch. In addition, it takes 10-14 more days for the egg to develop and become an adult. By having a dry enhanced swale that drains properly (within 24-48 hours), it is unlikely that a dry enhanced swale would provide a habitat that could become a breeding area for mosquitoes. Should the dry enhanced swale become a breeding ground for mosquitoes, the problem is likely with the soil media or the overflow structure which may need to be addressed.

The table below shows a schedule for when different maintenance activities should be performed on an enhanced swale.

Enhanced Swale Typical Routine Maintenance Activities and Schedule

	Activity	Schedule
•	Prune and weed to maintain appearance. Dissipate flow when erosion is evident.	
•	Remove trash and debris. Remove sediment and debris from inlets and outlets.	As needed or 4 times during growing season
•	Remove sediment build-up within the bottom of the swale once it has accumulated to 25% of the original design volume. Remove and replace dead or damaged plants.	

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	Activity	Schedule
•	Mow the dry enhanced swale as necessary to maintain a grass height of 4-6 inches, ensuring grass clippings are not placed in the practice. Observe infiltration rates after rain events. Dry enhanced swales should have no standing water within 48 hours of a storm event (though 24 hours is more desirable). Inspect for evidence of animal activity.	
•	Inspect for erosion, rills, or gullies and repair. Replant wetland species (for wet swale) if not sufficiently established. Test the planting soils for pH levels. Consult with a qualified licensed Professional to determine and maintain the proper pH levels. Inspect pea gravel diaphragm for clogging.	Annually (Semi-annually the first year)
•	Trim planting material. Inspect for snow accumulation.	As needed or during winter months
•	Replace/repair inlets, outlets, scour protection or other structures as needed. Implement plant maintenance plan to trim and divide perennials to prevent overcrowding and stress. Check soil infiltration rates to ensure the dry enhanced swale soil is draining the water at a proper rate. Roto-till or cultivate the surface of the sand/soil bed of dry swales if the swale does not draw down within 48 hours.	2 to 3 years

Stormwater Ponds

A stormwater pond is a constructed, shallow stormwater retention basin or landscaped area with a permanent pool of water. Stormwater runoff collected in the pool is treated through settling. In addition, the aquatic bench (fringe wetlands), safety bench, side slopes, and shallow areas of the pond include plants to aid in the filtration and infiltration of the stormwater runoff flowing through the practice.



There are some common problems to be aware of when maintaining a stormwater pond. They include, but are not limited to, the following:

- Sediment build-up
- · Clogging in the inlet and outlet structure
- Establishing vegetation within the stormwater pond
- Pruning and weeding to maintain appearance
- Eutrophic conditions indicated by excessive algae growth or fish kills
- Creating a mosquito habitat

Routine inspection and maintenance should be performed on stormwater ponds to ensure that the structure is functioning properly. Note that during the first year the stormwater pond is built, maintenance may be required at a higher frequency to ensure the proper establishment of vegetation in the practice. For more information on vegetation in stormwater ponds, see Appendix D: Planting and Soil Guidance.

In addition to routine maintenance, stormwater ponds have seasonal and intermittent maintenance requirements. During the winter months, the stormwater pond should be inspected after a snow event (this is specific to northern areas of Georgia) to make sure that the materials used to de-ice the surrounding areas stay out of the practice to avoid further pollution. In addition, planting material should be trimmed during the winter, when the plants are dormant.

Inspect the stormwater pond after a large rainstorm. Keep drainage paths (both to and from the BMP) clean so that the water can properly flow into the stormwater pond. If the stormwater pond is not draining properly, check for clogging in the inflow and outflow structures.

If the forebay or stormwater pond has received a significant amount of sediment over a period of time, then the sediment at the bottom of the forebay or pond may need to be removed. Accumulated sediment in the practice decreases the available storage volume and affects the pond's ability to function as it was designed. A sediment marker should be placed in the forebay to determine when sediment removal is required. It important to note that sediment excavated from stormwater ponds

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that does not receive stormwater runoff from stormwater hotspots are typically not considered to be toxic and can be safely disposed through either land application or landfilling. Stormwater hotspots are areas that produce higher concentrations of metals, hydrocarbons, or other pollutants than normally found in urban runoff. Examples of operations performed in potential stormwater hotspots include vehicle maintenance and repair, vehicle washing, landscaping/grounds care, and outdoor material and product storage. Check with the local development review authority to identify any additional constraints on the disposal of sediments excavated from stormwater ponds.

Periodic mowing of the pond buffer is only required along maintenance right-of-way and the embankment. The remaining buffer can be managed as a meadow (mowing every other year) or a forest.

In order to keep the water that exits the stormwater pond clean, fertilizers should be used sparingly during establishment. Once the vegetation in the practice has been established, fertilizers should not be used. While vegetation in the stormwater pond is important, the primary purpose of a stormwater pond is to act as a water quantity and quality device, and introducing fertilizers into the stormwater pond introduces nutrients such as phosphorus and nitrogen that can pollute downstream waters. In addition, stormwater ponds should already be nutrient rich environments that do not require fertilization. To control animal nuisances and invasive species, pesticides (including herbicides, fungicides, insecticides, or nematode control agents) should be used sparingly and only if necessary.

Stormwater ponds create a challenge for controlling mosquitos, because some types of vegetation, such as cattails, can create an environment that allows mosquitoes to breed both in the pond and along the shoreline. Keeping the practice free of trash will help the practice from becoming a mosquito habitat. Another method to control mosquitoes is to place fish, such as the mosquitofish (Gambusia affinis), in the pond to help with controlling the mosquitoes. Animals such as dragonflies, diving beetles, birds, and bats may aid on controlling mosquitoes, however it is likely that additional measures, such as chemicals, may be required to control the mosquitoes (using chemicals should be a last resort). Keeping the pond at a depth of four feet or greater can aid in mosquito control by limiting vegetation growing around the pond. If mosquitoes begin to pose a problem, consult a qualified professional.

Pond dam inspection and maintenance is also very important. The pond dam should be inspected for seepage and structural integrity. Look for saturated soil, sediment deposits, and flowing water at the base of an earthen dam and on the rear face of the dam. On concrete dams, look for seepage, cracks, leaks and rust stains, or bulges. If any signs of seepage are found, consult a Professional Engineer. Pests such as burrowing animals and fire ants can pose a major threat to dam safety. Fire ant tunnels and animal burrows can weaken the dam structure and create an undesired water pathway through the dam. In addition, tree roots are another source of potential damage and failure. Woody vegetation may not be planted on the embankment or allowed to grow within 15 feet of the toe of the embankment and 25 feet from the principal spillway structure. If you have a large dam that is subject to regulations by the state, other maintenance items may be required. Please consult a Professional Engineer for additional guidance.

Ponds can be an attractive nuisance, so security and safety should be taken into consideration. Fencing requirements are at the discretion of the local government. If security measures such as a fence and gate are present, ensure that they are functional and locked.

It is important that the embankment for a pond be inspected regularly for trees and animal activity. Trees growing on the top or sides of the embankment should be removed. The roots of trees grow into the embankment and will weaken the structure of the embankment by creating passage ways that allow water to flow through the embankment. Trees that are blown over or damaged by storms can loosen or remove soil which weakens the strength of the embankment. In the same way animals can burrow holes weakening the structure of the embankment. These holes act as a passage way for the water to travel through the embankment, increasing the potential for the embankment to fail.

Geese are attracted to open water, clean lines of sight, and grass. They can become a nuisance to stormwater ponds if they are causing damage to plants or the banks, or if they are 'loading' the pond with nutrients and bacteria. Geese can be discouraged from using a stormwater pond by planting the buffer with shrubs and native ground covers or installing an aquatic shelf, but ensure that access points are maintained.

The table below shows a schedule for when different maintenance activities should be performed on a stormwater pond.

Stormwater Ponds Typical Routine Maintenance Activities and Schedule

	Activity	Schedule
•	Inspect inlets, outlets and overflow spillway to ensure good condition and no evidence of erosion. Clean and remove debris from inlet and outlet structures. Mow side slopes. Inspect pond dam for structural integrity. Remove trash from the area around the pond.	Monthly
•	If wetland components are included, inspect for invasive vegetation.	Semiannual Inspection
•	Inspect for damage, paying particular attention to the control structure. Check for signs of eutrophic conditions (e.g., algal blooms and fish kills). Note signs of hydrocarbon build-up (e.g., an oil sheen), and remove appropriately. Monitor for sediment accumulation in the facility and forebay. Check all control gates, valves, or other mechanical devices.	Annual Inspection
•	Repair undercut or eroded areas.	As Needed
•	Perform wetland plant management and harvesting.	Annually (if needed)
•	Remove sediment from the forebay.	5 to 7 years or after 50% of the total forebay capacity has been lost

	Activity	Schedule
•	Monitor sediment accumulations, and remove sediment when the pool volume has become reduced significantly, or the pond becomes eutrophic.	10 to 20 years or after 25% of the permanent pool volume has been lost

(Source: WMI, 1997)

EXHIBIT "C"

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT Town of Tyrone, Georgia

THIS EASEMENT gra	inted this 7th	day of	March	, 20 <u>24</u> ,
between the Property Owner _	EastGroup Pro	operties, L.P) <u> </u>	as party of the
first part, hereinafter referred (io as Grantor, and t	he TOWN OF	TYRONE, a po	olitical subdivision
of the State of Georgia, as part	ly of the second pa	rt, hereinafter i	referred to as G	rantce.

WITNESSETH

That Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this easement and in consideration of the agreements and covenants contained in this document and the Stormwater Management Inspection and Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an easement in and to that portion of the property shown on Exhibit "A" to the Stormwater Management Inspection and Maintenance Agreement, as shown and identified on the plat attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance activities to the Water Quality Best Management Practice (BMP) facility, and to prevent development of the property within the easement following issuance of the Certificate of Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without written permission from the Town of Tyrone, Georgia. This easement is required by the provisions of the Stormwater Management Inspection and Maintenance Agreement executed by and between the Grantor and Grantee.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized official, this Agreement.

PROPERTY OWNER PARTNERSHIP

Name of Partnership: EastGroup Properties, L.P., a Delaware limited partnership By: EastGroup Properties General Partners, Inc., a Delaware corporation, its general partner Attest: Signature of Witness Title: CONSTRUCTION MANAGER Title: Via President (CORPORATE SEAL) Notary Public: Gust Bray My Commission Expires: Toway 3, 2005 (NOTARIAL SEAL) TOWN OF TYRONE, GEORGIA Town Clerk (TOWN SEAL) Notary Public: (NOTARIAL SEAL) My Commission Expires: Attachments:

Exhibit 1.

Plat of Easement

EXHIBIT C1

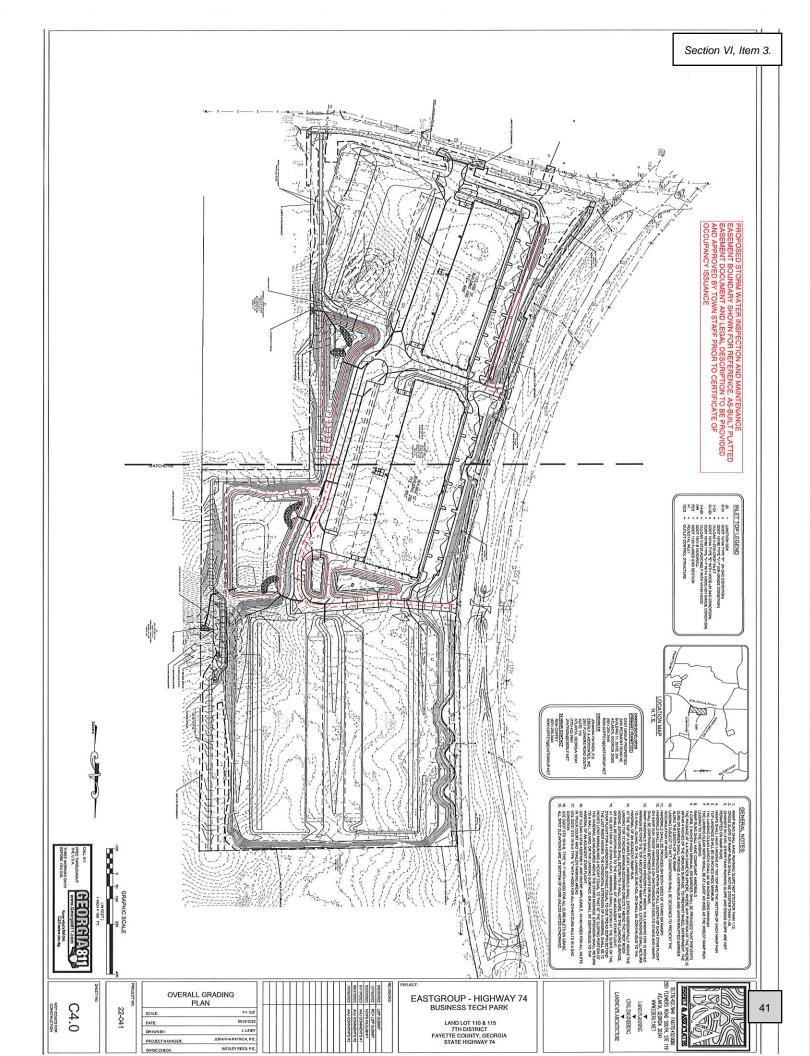


EXHIBIT D

Bi	oreten	tion Area				
		Condit				
Maintenance Item	Good Marginal Poor N/A*				Comment	
	General I	nspection				
Access to the site is adequately maintained for inspection and maintenance.						
Area is clean (trash, debris, grass clippings, etc. removed).						
	Inlet St	ructure				
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.						
Area around the inlet structure is mowed and grass clippings are removed.						
No evidence of gullies, rills, or excessive erosion around the inlet structure.						
Water is going through structure (i.e. no evidence of water going around the structure).						
Diversion structure (high flow bypass structure or other) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type.						
	eatment	(choose one	e)			
Forebay – area is free of trash, debris, and sediment.						
Weir – area is free of trash, debris, and sediment is less than 25% of the total depth of the weir.						
Filter Strip or Grass Channels – area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion.						
Rock Lined Plunge Pools – area is free of trash debris and sediment. Rock thickness in pool is adequate.						
	Main Tre	atment				
Main treatment area is free of trash, debris, and sediment.						
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.						

Bioretention Area								
120		Condit						
Maintenance Item	Good	Marginal	Poor	N/A*	Comment			
No evidence of long-term ponding or standing water in the ponding area of the practice (examples include: stains, odors, mosquito larvae, etc).								
Structure seems to be working properly. No settling around the structure. Comment on overall condition of structure.								
Vegetation within and around practice is maintained per landscaping plan. Grass clippings are removed.								
Mulching depth of 3-4 inches is maintained. Comment on mulch depth.								
Native plants were used in the practice according to the planting plan.								
No evidence of use of fertilizer on plants (fertilizer crusting on the surface of the soil, tips of leaves turning brown or yellow, blackened roots, etc.).								
Plants seem to be healthy and in good condition. Comment on condition of plants.								
	nergency	Overflow			and the second			
Emergency overflow is free of trash, debris, and sediment.								
No evidence of erosion, scour, or flooding around the structure.								
	Outlet St	tructure						
Outlet structure is free of trash, debris, and sediment.								
No evidence of erosion, scour, or flooding around the structure.								
	Resu	ults						
Overall condition of Bioretention Area:								
Additional Comments								

Notes: *If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.

Dry Enhanced	Swale/	Wet Enha	nced S	wale	
		Conditi	ion		
Maintenance Item	Good	Marginal	Poor	N/A*	Comment
	General In	spection			
Access to the site is adequately maintained					
for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
	Inlet Str	ucture			
Drainage ways (overland flow or pipes) to					
the practice are free of trash, debris, large					
branches, etc.					
Area around the inlet structure is mowed					
and grass clippings are removed (for dry enhanced swale).					
No evidence of gullies, rills, or excessive					
erosion around the inlet structure.					
Water is going through structure (i.e. no					
evidence of water going around the					
structure).					
·	eatment (choose one)			
Forebay – area is free of trash, debris, and	Catinicité	choose one,			<u> </u>
sediment.					
Weir – area is free of trash, debris, and					
sediment is less than 25% of the total depth					
of the weir.					
Filter Strip or Grass Channels – area is free of					
trash debris and sediment. Area has been					
mowed and grass clippings are removed. No	7				
evidence of erosion.					
Rock Lined Plunge Pools – area is free of					
trash debris and sediment. Rock thickness in pool is adequate.					
•	Main Trea	****			
Main treatment area is free of trash, debris,	IVIAIII ITEA	itment			
and sediment.					
Erosion protection is present on site (i.e. turf					
reinforcement mats). Comment on types of					
erosion protection and evaluate condition.					
For dry enhanced swale, no evidence of					
ong-term ponding or standing water in the					
oonding area of the practice (examples					
nclude: stains, odors, mosquito larvae, etc).					
Plants were used in the practice according to					
the planting plan.					

		Conditi			
Maintenance Item	Good	Marginal	Poor	N/A*	Comment
Vegetation within and around practice is					
maintained per landscaping plan. Grass					
clippings are removed.					
Structure seems to be working properly. No					
settling around the structure. Comment on					
overall condition of structure.					
No evidence of undesirable vegetation.					
No evidence of use of fertilizer on plants					
(fertilizer crusting on the surface of the soil,					
tips of leaves turning brown or yellow,					
blackened roots, etc.).					
Plants seem to be healthy and in good					
condition. Comment on condition of plants.					
No evidence of erosion around the sides of					
the check dam.					
Cleanout caps are in place and in good					
condition (for dry enhanced swale).					
The underdrain appears to be unclogged					
evidenced by water exiting the practice					
freely (for dry enhanced swale).					
Pea gravel diaphragm or other flow spreader					
is clean and working properly.					
E	mergency	Overflow			
Emergency overflow is free of trash, debris,					
and sediment.					
No evidence of erosion, scour, or flooding					
around the structure.					
	Outlet Str	ucture	Tr. Di By		
Outlet structure is free of trash, debris, and					
sediment.					
No evidence of erosion, scour, or flooding					
around the structure.					
	Resul	ts		E. 1 . T. C. S.	
Overall condition of Enhanced Swale:		omments			

30

St	ormwa	ter Pond				
Maintenance Item		Conditi	on		Comment	
wantenance item	Good	Marginal	Poor	N/A*	Comment	
	General In	spection				
Access to the site is adequately maintained						
for inspection and maintenance.						
Area is clean (trash, debris, grass clippings,						
etc. removed).						
	Inlet Str	ucture				
Orainage ways (overland flow or pipes) to						
he practice are free of trash, debris, large						
oranches, etc.						
Area around the inlet structure is mowed						
and grass clippings are removed.						
No evidence of gullies, rills, or excessive						
erosion around the inlet structure.						
nlet pipe is in good condition, and water is						
going through the structure (i.e. no evidence						
of water going around the structure).						
Diversion structure (high flow bypass						
tructure or other) is free of trash, debris, or						
ediment. Comment on overall condition of						
liversion structure and list type.						
	eatment (choose one)				
orebay – area is free of trash, debris, and						
ediment.						
ilter Strip or Grass Channels – area is free of						
rash debris and sediment. Area has been						
nowed and grass clippings are removed. No						
vidence of erosion.						
ock Lined Plunge Pools – area is free of						
rash debris and sediment. Rock thickness in						
ool is adequate.						
	Main Trea	tment				
Nain treatment area is free of trash, debris,						
nd sediment.						
rosion protection is present on site (i.e. turf						
einforcement mats). Comment on types of						
rosion protection and evaluate condition.						
o algal growth along or within the pond.						
ative plants were used in the practice						
ccording to the planting plan. No						
ndesirable vegetation.						
ractice seems to be working properly. No						
ettling around the stormwater pond.						

Stormwater Pond							
0.0.1		Condit	120000000000000000000000000000000000000				
Maintenance Item	Good	Marginal	Poor	N/A*	Comment		
Comment on overall condition of							
stormwater pond.							
Vegetation within and around practice is							
maintained per landscaping plan. Grass							
clippings are removed.							
No significant sediment accumulation within							
the practice.							
No evidence of use of fertilizer on plants							
(fertilizer crusting on the surface of the soil,							
tips of leaves turning brown or yellow,							
blackened roots, etc.).							
Plants seem to be healthy and in good							
condition. Comment on condition of plants.							
	nergency	Overflow					
Emergency overflow is free of trash, debris,		A					
and sediment.							
No evidence of erosion, scour, flooding, or							
animal activity around the structure.							
No evidence of erosion, scour, or flooding							
around the structure.							
	Outlet Str	ructure					
Outlet structure is free of trash, debris, and							
sediment.							
No evidence of erosion, scour, or flooding							
around the structure.							
Outlet structure does not appear to be							
blocked.							
No evidence of animal activity.							
No evidence of seepage on the downstream							
face.							
	Resul	lts					
Overall condition of Stormwater Pond:							
Add	ditional C	omments					

Notes: * If a specific maintenance item was not checked, please check N/A and explain why in the

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appropriate comment box.

Youth Sports Association Facility Agreement Tyrone Lazers Soccer Club and The Town of Tyrone

GENERAL

- 1. The Tyrone Lazers Soccer Club agrees to provide a RECREATIONAL youth sports program as a service for the Town of Tyrone. In return for providing the youth sports program and for fulfilling the other requirements of this Agreement, the Town hereby waives other, usual fees for field usage routinely charged to other non-affiliated organizations.
- 2. The term of this Agreement will begin <u>January 1, 2024</u>, and continue through <u>December 31, 2024</u>. Should both parties agree, a new agreement, with substantially the same terms and conditions, as this Agreement may be entered into at the conclusion of the term of this agreement. If either party desires to enter into a new agreement, said party shall provide notice to the other party at least thirty (30) days prior to the termination of this Agreement.
- 3. The Town agrees to authorize the Tyrone Lazers Soccer Club to use the field (s) and facilities on a non-exclusive basis to conduct a soccer program at the following locations: Handley Park Soccer Field hereinafter referred to as the "Facility".

For purposes of this agreement, Tyrone Lazers Soccer Club soccer program is designed as a program where all children who register under existing Tyrone Lazers Soccer Club guidelines will be able to play on a team that matches their age and ability. This agreement also covers other State of Georgia-sponsored youth sports, such as traveling teams, and All-Star teams. As such, these programs fall under the same policies of this agreement.

- 4. The Tyrone Lazers Soccer Club must provide, before the beginning of its playing season, to the town of Tyrone's Recreation Department the current versions of:
 - (a) A current list of Board of Directors and Association Officers, a set of by-laws, with amendments, if applicable
 - (b) A current roster of participants, to show how many youths registered, their ages, and where they reside i.e. city and county.
 - (c) Proof of liability insurance/certificate of insurance coverage ensuring Tyrone Lazers Soccer Club with the down of Tyrone named as an additional insured. Coverage should include, at a minimum:
 - I. one million dollars (\$1,000,000) of Commercial General Liability on an occurrence basis with not less than \$1,000 deductible per incident or claim; and
 - II. one hundred thousand dollars (\$100,000) of coverage per participant accident.
- 5. The Tyrone Lazers Soccer Club shall require all coaches, assistant coaches, and managers to be certified through the <u>National Youth Sports Coaches Associations (NYSCA)</u>, and require all coaches, assistant coaches, and managers to have proof of such certification when utilizing the Town of Tyrone facilities in their official capacity. The Tyrone Lazers Soccer Club shall also require all coaches, assistant coaches, and managers to comply with the rules and requirements of their governing organizations. The Town of Tyrone Recreation Department may request Proof of NYSCA Certification at any time.

- 6. The Tyrone Lazers Soccer Club will provide the Town of Tyrone Recreation Department with notice and location of all board meetings including called or specially called meetings and copies of minutes of all regular meetings, and all annual or special called meetings of the officers, Board of Directors, or general membership within 30 days of each meeting. In addition, the Association shall provide to the Town copies of any newsletters or special correspondence to membership.
- 7. The Tyrone Lazers Soccer Club shall provide to the Town of Tyrone within three (3) calendar days a preliminary written record of any incidents during their activities involving any parent, coach, or official. This shall be followed by a written record within three (3) calendar days of resolution of, or action taken by, the Tyrone Lazers Soccer Club concerning such incidents.
- 8. The Tyrone Lazers Soccer Club shall put forth reasonable efforts to control the behavior of participants and spectators during each Tyrone Lazers Soccer Club event. The Tyrone Lazers Soccer Club agrees to exercise reasonable efforts to instill that the behavior of the coaches, parents, officials, and youth is appropriate, and, to that end, the Tyrone Lazers Soccer Club agrees to distribute for each coach and each parent whose child participates in the soccer program a code of ethics for coaches and parents to follow. Additional copies may be posted online or at the recreational fields and facilities for reference.
- 9. The Tyrone Lazers Soccer Club agrees to indemnify and hold harmless the Town of Tyrone from any injuries of any kind to any person or damages to any property that occurs while attending or participating in Tyrone Lazers Soccer Club activities on the town's property absent of a clear showing of negligence on the part of the Town.
- 10. To the extent permitted by law, The Town of Tyrone agrees to indemnify and hold harmless the Tyrone Lazers Soccer Club from and against any claim alleging damages that are based upon or attributable to a breach by the Town of any of its obligations set for in this agreement.
- 11. The Tyrone Lazers Soccer Club 1S REQUIRED TO CONDUCT BACKGROUND CHECKS FOR ALL COACHES, ASSISTANT COACHES, and MANAGERS INVOLVED WITH THE Tyrone Lazers Soccer Club. These background checks must be in accordance with the adopted Background Check Policy set by the Town of Tyrone and facilitated by the Town of Tyrone Recreational Department. The appropriate background check form will be provided to the Tyrone Lazers Soccer Club by the Town of Tyrone Recreational Department. Coaches, Assistant Coaches, and Managers may return the completed background check form directly to the Town of Tyrone Recreational Department. These background checks must include background information from other states and /or countries, as applicable. Results of these background checks shall be forwarded to the Tyrone Recreation Department after acceptance from the Tyrone Police Department. No background check for any coach, assistant coach or manager shall have aged more than two years. The Town of Tyrone's staff reserves the right to monitor the background checks conducted by the Association. Audits shall be conducted with no advance notice and the Association shall be prepared to produce the requested information or documentation.

SCHEDULES

12. The Tyrone Lazers Soccer Club agrees to provide the Tyrone Recreation Department with a written general schedule of games and practice times <u>prior to</u> the first scheduled game or practice. Dual seasons (fall/spring) will require dual schedules. Schedules should list, at a minimum, fields/facilities, dates, and times. The Tyrone Lazers Soccer Club will also provide updates or changes to the original schedule. The Tyrone Lazers Soccer Club shall not schedule regular practices or games on any Wednesdays unless prior arrangements have been made between the Association and the Town. The Recreation Department must

review the schedule (which must include all times needed for games, practices, and field maintenance) before the Tyrone Lazers Soccer Club can use the fields. If the Tyrone Lazers Soccer Club opts to schedule and be responsible for travel teams, the schedules of these teams shall also be submitted to the Recreation Department. Once the Recreation Department has approved the schedule, the Tyrone Lazers Soccer Club shall have exclusive use of the fields for all times listed on the approved schedule. The Tyrone Recreation Department shall have a minimum of five workdays to review the proposed schedule but shall not unreasonably withhold approval of the schedule.

FACILITIES/SECURITY

- 13. The Tyrone Lazers Soccer Club agrees to regularly monitor all areas of the Facility being used to ensure that trash and litter are cleaned up after use. A cleanup/damage/security deposit of \$500 will be escrowed prior to the beginning of each season. If cleanup for each event is not completed within twenty-four (24) hours, the Town of Tyrone shall complete the cleanup of the facility and shall invoice the Tyrone Lazers Soccer Club for the cost of the cleanup. The cost of the cleanup shall be forty dollars (\$40.00) per hour required by the Town to complete the cleanup. Any unused portion of the security deposit will be credited toward the required deposit for the next season.
- 14. The Tyrone Lazers Soccer Club shall notify the Director of the Tyrone Recreation Department of any damage, vandalism, needed repairs, and/or safety issues at the Facility as soon as possible, but not later than the next working day. The Tyrone Recreational Department will determine the cause and cost to repair the damages and thereby notify the Tyrone Lazers Soccer Club of its findings. If any damage is determined to be caused as a result of Tyrone Lazers Soccer Club members' negligence or failure to comply with the Town's operational or security measures, the Tyrone Lazers Soccer Club shall reimburse the Town of Tyrone for all costs of repair due to this negligence or failure to comply with the Town's operational or security measures. A copy of the operational or security measures policy shall be provided by the Town.
- 15. The Tyrone Lazers Soccer Club is responsible for monitoring the restrooms during its use of the Facility. The Tyrone Lazers Soccer Club shall ensure that all restrooms are locked at the conclusion of each usage of the facility.
- 16. The Tyrone Lazers Soccer Club must contact proper enforcement authorities when violations have been noted concerning the use of any tobacco products, alcoholic beverages, and/or illegal drugs to be consumed on the grounds of the facility.
- 1.7. All vehicles shall be parked in designated parking spaces unless specifically authorized by the Recreation Department.
- 18. The Tyrone Lazers Soccer Club shall be responsible for lining their fields for play.
- 19. The Tyrone Lazers Soccer Club shall turn off all lights and lock the designated gates or doors at the conclusion of each night's activities. Any costs incurred because of this provision not being followed shall be assessed against the Tyrone Lazers Soccer Club.
- 20. The Tyrone Lazers Soccer Club shall not alter, add, delete, or improve the Fields/Facility without prior written consent of the Town of Tyrone and the Town shall not unreasonably withhold approval of such Facility improvements to be performed and paid for by the Tyrone Lazers Soccer Club.
- 21. All tournaments and events other than regularly scheduled games shall be approved by the Recreation Department. To host such tournaments or events sponsored by organizations other than the

Tyrone Lazers Soccer Club, the Tyrone Lazers Soccer Club shall pay the Town of Tyrone a rental fee that shall be in accordance with a schedule of fees prepared in accordance with this contract by the Recreation Department.

- 22. All funds generated at tournaments will, to the extent possible, be earmarked for field maintenance, and/or capital improvements to the same. If any tournament does not involve teams from the Tyrone Lazers Soccer Club, net proceeds will be equally divided between the Town of Tyrone and the Tyrone Lazers Soccer Club. Tyrone residents shall not be charged a parking fee for tournament attendance.
- 23. If the Tyrone Lazers Soccer Club desires to serve food items, the Tyrone Lazers Soccer Club shall request the Fayette County Health Department to conduct an inspection of the concession stands at the Facility and shall explain the level of food service the Tyrone Lazers Soccer Club will be requesting. The Tyrone Lazers Soccer Club shall also provide the Town of Tyrone with documentation, from the Health Department, as to the permit issued.
- 24. The Town of Tyrone and the Tyrone Lazers Soccer Club acknowledge that a comprehensive field maintenance program is required to preserve the life of the fields, reduce long-term capital expenditures, and ensure safe playing conditions. The Town of Tyrone will provide certain services in accordance with the available budget and human resources. In turn, the Tyrone Lazers Soccer Club will supplement this maintenance effort either with materials, funding, or other available resources at their disposal.
- 25. Within sixty (60) days prior to the signing of the 2024 agreement, key representatives of the Tyrone Lazers Soccer Club and the Town of Tyrone will meet to develop a joint maintenance program outlining frequencies, services, and which party will perform these functions. The Town of Tyrone and the Tyrone Lazers Soccer Club will coordinate to ensure compliance with the program.
- 26. The Town of Tyrone's insurance covers only the Town's buildings and fields. It is the responsibility of Tyrone Lazers Soccer Club to ensure any contents are stored in its concession stands, office, and storage buildings.

FINANCIAL

- 27. The Tyrone Lazers Soccer Club agrees to an annual flat fee of \$3,000.00 without revenue collection from the travel teams, or \$4,000.00 with the revenue collection from the travel teams. 50% of the fee is to be paid prior to the commencement of each season and the remaining 50% is to be paid prior to the start of the second season.
- 2S. The following special provisions shall apply to the use of the Facility by the Association:
 - (a) The Association will not schedule activities of any kind on October 4, 2024, and October 5, 2024.
 - (b) During these same dates, the Town of Tyrone assumes all responsibility for the use of the Facility including the use of all restroom facilities except as provided below.
 - (c) The Town of Tyrone will not permit the use of, nor assume responsibility, for concession or meeting facilities located in concession buildings by others.
- 29. Receipts and Disbursements: Tyrone Lazers Soccer Club shall properly maintain records, receipts, and disbursements of all funds for each season completed. The appropriate invoice or documentation shall support all disbursements.
- 30. Following the conclusion of this season, the entire storage area shall be cleared for the next season.

Should any organization choose to sell remaining concession products, this transaction shall take place prior to the beginning of the next season and must be reported with that season's receipts.

- 31. The Tyrone Lazers Soccer Club shall submit back-up documentation based on participant registration numbers. The Tyrone Lazers Soccer Club shall have all required documentation such as the Association by-laws, player and coach registrations, field /player insurance, in and out-of-county player participation numbers and fees, background check forms, coach NYSCA certification, team rosters, game and practice schedules. Failure to have all documentation submitted to the Town one week prior to the opening day of the season will result in LOSS OF USE OF FACILITIES UNTIL IN COMPLIANCE WITH CONTRACT.
- 32. This agreement will be governed by and construed in accordance with the laws of the State of Georgia, USA, without giving effect to its conflicts of law principles.
- 33. This Agreement constitutes the entire understanding between the parties with respect to Tyrone Lazers Soccer Club's use of the Facility and supersedes all prior and contemporaneous negotiations, discussions, and understanding of the parties, whether written or oral, between the parties with respect to Tyrone Lazers Soccer Club use of the Facility. No amendment or modification of this Agreement will be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

Signed and agreed upon thisday of	, 2024 by:
Tyrone Lazers Soccer Club, President	Eric Dial, Mayor



COUNCIL ITEM AGENDA REQUEST FORM

Meeting Date: 03/07/2024 Staff Contact: Phillip Trocquet

Agenda Section: Public Hearing

STAFF REPORT

Item Description: Consideration to recommend approval of a text amendment to section 113-190 of Article VII of the Zoning Ordinance regarding conditions for hotels.

Background/History:

Recent revisions to the conditions section for hotels have been requested by Council to be revisited to be made more clear and better accomplish the Town's goals for development.

Findings/Current Activity:

The Town of Tyrone currently allows hotels as conditional uses in our C-1, C-2, CMU, and TCMU zoning classifications which provide places of public accommodation. Such conditions are aimed at ensuring that hotels are compatible with surrounding uses and will not impede the normal and orderly development of surrounding property. These conditions are also aimed at preventing hotels from becoming transitional residences, which blur the lines between commercial and high-density residential uses. The Town wishes to promote guest stays that are compatible with the Town's comprehensive plan, quality standards, tourism goals, and economic development goals.

The Town has found the proposed provisions strike a balance between these goals and the demand from businesses and the community. These provisions are designed to accommodate longer-term business travelers, families in the process of locating a new residence or awaiting a remodel, and similar individuals while also preventing such guests from becoming permanent residents in accommodations meant for temporary stays, which would be inconsistent with Town's planning, zoning, tourism, and economic development goals.

ls	this	a budo	aeted item	$? \square lfso$, include	budget	line number:	
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Actions/Options/Recommendations:

Staff recommends approval of this text amendment.

Planning Commission unanimously recommended approval of this text amendment.

STATE OF GEORGIA TOWN OF TYRONE

ORDINANCE

NO. 2023-13

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE TOWN OF TYRONE, GEORGIA; TO ESTABLISH PROVISIONS PERTAINING TO CONDITIONS FOR HOTELS; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF TYRONE AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE ZONING ORDINANCE OF THE TOWN OF TYRONE AS IT PERTAINS TO CONDITIONAL USES (ARTICLE VII OF CHAPTER 113) IS AMENDED AS FOLLOWS:

- Section 1. By renumbering Paragraphs (43) through (68) of Subsection (b) of Section 113-190, pertaining to "Conditional use approval", of Article VII of Chapter 113 as Paragraphs (44) through (69), respectively, and by adding a new Paragraph (43) to Subsection (b) of Section 113-190 of Article VII of Chapter 113, to be numbered and read as follows:
 - (43) Hotels (including motels, lodging houses, inns, tourist courts, and extended stay hotels):

- a. Minimum lot size -3 acres;
- A minimum 100' buffer shall separate the development from residential or
 AR zoning districts;
- c. Exterior lighting shall be designed to be completely downward facing and shielded to prevent light spillage onto neighboring residential or mixed-use properties;
- d. Service entrances, loading docks, and garbage collection areas shall not be located adjacent to residential property lines and shall be screened with landscaping or architectural features;
- e. Windows, balconies, and rooftop amenities such as pools or lounges facing any residential district shall be designed to be screened from direct line of sight into neighboring residential properties. A line-of-sight study may be required;
- f. Hotels shall be required to provide main access to all guest rooms through a lobby of at least one thousand (1,000) square feet;
- g. All guest rooms shall be accessed through an interior hallway and shall not have direct access to the exterior of the building unless required by fire safety regulations;
- h. Outside storage or long-term parking of over 24 hours of heavy equipment or construction or related equipment shall be prohibited;
- i. No business shall be allowed to operate from a guest room within a hotel;
- j. If within 300' of residentially-zoned properties, hotels shall implement noise-control measures, such as soundproofing assembly areas and

- soundproofing or restrictions on outdoor assembly activities during the hours of 9:00 p.m. to 8:00 a.m.;
- No guest rooms shall be utilized for continuous occupancy by a single guest beyond 30 days and only one such stay may occur during any given 60-day period; and
- Guest rooms shall not include facilities for the preparation of food such as an oven. This excludes the use of cooktop stoves, mini-fridges and

microwaves.

No hotel under these provisions shall have more than 30% of guestrooms which have facilities for the preparation of food by guests to include cooktop stoves, ovens, convection ovens, or ranges. This excludes mini-fridges and microwaves. All guestrooms which have such facilities shall have a minum of four hundred square feet (400 sq.ft.) of floor area. For any such guestrooms designed for occupancy of more than two (2) guests, a minimum of five hundred and fifty square feet (550 sq.ft.) of floor area shall be required.

- Section 3. This ordinance shall become effective immediately upon its adoption by the Mayor and Council for the Town of Tyrone.
- **Section 4.** All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.
- Section 5. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Council hereby declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this 2 day of November, 2023

MAYOR AND COUNCIL OF THE TOWN OF TYRONE

By: Bu Wayor
Eric Dial, Mayor

(SEAL)

ATTEST:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney



COUNCIL ITEM AGENDA REQUEST FORM

Meeting Date: 03/07/2024	Staff Contact: Phillip Trocquet
Agenda Section: Public Hearing	
STAFF REPORT	
	commend approval of a text amendment to section 113- odify definitions for "hotels" and "extended-stay hotels."
Background/History:	
Recent revisions to the definitions section fo visited to be made more clear.	or hotels have been requested by Council to be re-
Findings/Current Activity:	
	tay hotels" are included in the definition of "hotels," e definition for "extended-stay hotels" should be
Is this a budgeted item? \Box If so,	include budget line number:
Actions/Options/Recommendat	ions:
Staff recommends approval of this text ame	ndment.
Planning Commission unanimously recom	nmended approval of this text amendment.

STATE OF GEORGIA
TOWN OF TYRONE

ORDINANCE

NO. 2023-10

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE TOWN OF TYRONE, GEORGIA; TO ESTABLISH PROVISIONS PERTAINING TO THE DEFINITION OF "EXTENDED STAY HOTEL"; TO REVISE PROVISIONS PERTAINING TO THE DEFINITION OF "HOTEL"; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF TYRONE AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE ZONING ORDINANCE OF THE TOWN OF TYRONE AS IT PERTAINS TO GENERAL PROVISIONS (ARTICLE I OF CHAPTER 113) IS AMENDED AS FOLLOWS:

Section 1. By adding a new definition for "Extended Stay Hotel" to Section 113-2, pertaining to "Definitions", of Article I of Chapter 113, and by inserting said definition alphabetically in the existing list of definitions, with said definition to read as follows:

Extended Stay Hotel. A building containing at least 20% of guest rooms for

lodging, offered to the public for compensation, which are advertised, designed, intended or routinely utilized for occupancy beyond 15 days, and/or have facilities for the refrigeration and preparation of food by guests, such as a cooktop/stove, oven, or dishwasher.

Section 2. By deleting the definition of "Hotel" from Section 113-2, pertaining to "Definitions", of Article I of Chapter 113, in its entirety, and by replacing it with a new definition of "Hotel", to be read as follows:

Hotel. A facility with more than 3 rooms in which lodging, along with customary lodging facilities and services, such as meeting rooms, restaurants, maid service and fitness center, are provided for transient guests for stays of less than 30 days and offered to the public for compensation. The term "hotel" includes the terms "motel", "inn", "lodging house", "tourist court", and "extended stay hotel".

- Section 3. This ordinance shall become effective immediately upon its adoption by the Mayor and Council for the Town of Tyrone.
- **Section 4.** All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.
- Section 5. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of

this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Council hereby declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this 2 day of 100.

, 2023.

MAYOR AND COUNCIL OF THE TOWN OF TYRONE

By: _______ Eric Dial, Mayor

(SEAL)

ATTEST:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular Meeting Date: March 7, 2024 Agenda Item Type: New Business Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to award project PW-2024-20, the 2024 Generator Repalcement Pump Station 2 project to Southern Power Systems, Incorporated.

BACKGROUND:

Between 1999 and 2002 the Town acquired Pump Station 2 from the developer of Southampton Subdivision and commercial area. Pump Station 2 is located adjacent to the Fire Station on Jenkins Road and is the pump station that transfers all the Town's wastewater to Fulton County. The original pump station project included a generator to provide back-up power if Coweta Fayette EMC's power was interrupted. The generator has 1700 hours and is approximately 24 years old; therefore, the Town is replacing the generator at Pump Station 2. The project was advertised, and Bids were received by the Town's Public Works Department and read aloud on February 22, 2024. The low responsive and responsible bid was \$51,612.00 by Southern Power Systems, Inc. Attached is the bid tabulation from the bid opening.

FUNDING:

Enterprise Funds 505-43-54.2001

STAFF RECOMMENDATION:

Staff requests that Council award project PW-2024-20, the 2024 Generator Repalcement Pump Station 2 project and for the Mayor to execute the Agreement to Southern Power Systems, Incorporated in the total sum of \$51,612.00.

ATTACHMENTS:

Bid Tabulation Sheet

PREVIOUS DISCUSSIONS:

Council Planning Workshop March 2023.

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Bid tabulation for PW-2024-20 2024 Generator Replacement Sewer Pump Station #2 FOR THE TOWN OF TYRONE, GA

Section Trial decidation T		BID DATE. February 22, 2024 @ 10 AW			Name: Perkins Generator, Sharp	Name: Perkins Generator, Sharpsburg,	Name Sys., N	Name: Southern Power Sys., Newnan, GA	Name: F.S. Scarborough	Name: F.S. Scarborough, Newnan,	Name. Electric	Name: Capital City Electric, Norcross, GA
Second	ITEM #		EST.	LN5	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED	UNIT PRICE	CALCULATED
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NWATE 1	-	Remove and replace existing generator with equivalent Cummins components, complete.	1	SJ	51,373.77	2021/2021/2021	\$ 49.112.00	1886 Back	\$ 62.335.00	SERVICE CONTROL	\$ 83.380.00	MANAGORIA MANAGORIA
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Bids Received by: Scott Langford K

Page I of 2

•			Bid	abulation for	Bid tabulation for PW-2024-20						
TYRONE		2024 Genera FC	ator Re OR THE	placemen E TOWN O	2024 Generator Replacement Sewer Pump Station #2 FOR THE TOWN OF TYRONE, GA	Station #2					
	BID DATE: February 22, 2024 @ 10 AM			Name: SOG/ Nashville, GA	Name: SOGA Industrial	Name:		Name:		Name;	3 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
ITEM #	ITEM DESCRIPTION	EST. UI	TIND	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED	UNIT PRICE	CALCULATED	UNIT PRICE	CALCULATED
	BASE BID	, CO					TOWAL PROCE		O'AL PRICE		TOTAL PRICE
	Acknowledged Addenda	N/A		N/A		A/N		N/A		ξX	
	Bid Bond (5%)	N/A		N/A		N/A		N/A		NA	
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7	Allowance per Special Contingency, Complete		s Si	2,500.00 \$	2,500.00		\$		€		· ·
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Bids Received by: Scott Langford
Witnessed by: Sandy Beach

* Bid Non-responsive

Page 2 of 2

PROJECT MANUAL

2024 Generator Replacement Sewer Pump Station #2

Project Number: PW-2024-20



Prepared By: Town of Tyrone

January 24, 2024

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Section 00100 – General Requirements	2 Pages
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ADVERTISEMENT FOR BIDS

Owner: Town of Tyrone

Project Name: 2024 Generator Replacement Sewer Pump Station #2

Project Number: PW-2024-20

Project Location: Jenkins Road Sewer Pump Station #2 Next to Fire Station 3 – 420 Jenkins Road

Description of Project/Services: The project consists of removing the existing generator and the legal disposal of the existing generator, along with replacement of existing standby generator at Pump Station

#2, at Jenkins Road, Tyrone, Ga 30290.

Bid/Submittal Due Date: February 22, 2024 Service Cost Range: \$40,000 - \$60,000

PROJECT DOCUMENTS MAY BE OBTAINED FROM: http://tyrone.org/links/bid-items/

- All public notices, addendum and other documents shall be posted at http://tyrone.org/links/bid-items/
- Licensure: To be considered for selection, persons or firms must be properly licensed in accordance with the requirements of the Official Code of Georgia Annotated, as amended, at the time of proposal submission.
- All communication shall be in writing with the Project Manager listed below. Preferred method
 of communication is email.

Project Coordin	nator/Manager:	Curtis Carson, PMP	_Title: <u>En</u> ខ្	gineering & PW Specialist
Address:	Street: 950 Senoia	Road		
	City: Tyrone	State: Georgia	<u>i</u>	ZIP: <u>30290</u>
EMAIL: ccarsor	n@tyrone.org			Phone: <u>770-487-4038</u>
	Conference: None			
Submittal Due	Date: February 22, 2	024 Time: 10:00 AI	M	Location: Tyrone Town Hall
Submittal Deliv	ery Address:			
Hand Delivery:	Town of Tyrone	Mail S	ervices:	<u>Town of Tyrone</u>
	Attn: Curtis Carson,	<u>PMP</u>		Attn: Curtis Carson, PMP
	950 Senoia Road			950 Senoia Road
	Tyrone, GA 30290			Tyrone, GA 30290
Approved By:			Date:	
	(Town Manager)			



INVITATION FOR QUOTES

Project Name: 2024 Generator Replacement Sewer Pump Station #2

Project Number: PW-2024-20

Project Location: Jenkins Road, Sewer Pump Station #2, Tyrone GA 30290

Bid Security Required: <u>No</u>
Performance Bond Required: <u>No</u>
Payment Bond Required: <u>No</u>

Project Description: <u>Removal and legal disposal of existing generator and replacement with new equivalent Cummins generator, including installation, factory startup, operation orientation after completion.</u>

Project A&E: Same as Owner

Project Owner: Town of Tyrone; 950 Senoia Road, Tyrone, GA 30290

Project Contact: <u>Curtis Carson, PMP</u> Email: <u>ccarson@tyrone.org</u> Phone: <u>770-487-4038</u>

Pre-Quote Conference: None

Quote Delivery: <u>Mail or hand deliver sealed bid to Project Contact listed above. It is the contractor's responsibility to ensure that the bid is properly delivered by the time listed on this invitation.</u>

Quote Closing Date: February 22, 2024 Time: 10:00 AM Location: Tyrone Municipal Complex

Attn: Curtis Carson 950 Senoia Road Tyrone GA 30290

Instruction for Bidders January 24, 2024

Return completed **bid form, and certificate of insurance** as required in the Bid Documents to:

Town of Tyrone Attn: Curtis Carson 950 Senoia Road Tyrone GA, 30290

Complete bid package must be received no later than 10:00 AM EST on February 22, 2024. It is the responsibility of the bidder to ensure the owners receipt of the completed bid package. The project consists of removing the existing generator and legal disposal of the existing generator, along with replacement of existing standby generator at Pump Station #2, at Jenkins Road, Tyrone, Ga 30290. Contractor will perform a factory authorized start-up. The contractor will inspect the installation and provide written approval of the start-up. The contractor will simulate a power outage and demonstrate that the generator will automatically start and begin supplying power without any hands-on involvement. When normal power is restored, the generator will shut itself off and return to standby status.

By submitting and signing the bid form, the contractor acknowledges that they are familiar with the site and existing conditions as ascertained through a site visit. No adjustments will be made in the contract price due to existing site conditions not shown in the specifications or plans which could have been discovered by a site visit by the contractor. Site visits will be allowed between 8:30 AM to 4:00 PM, Monday through Friday. It is required to schedule an appointment for access. Appointments require 24 hour notice (1 business day) and can be scheduled by contacting Curtis Carson at 770-487-4038.

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2024 Generator Replacement SEWER PUMP STATION #2 PW-2024-20

BID FORM

	r declares that the full name and business (required)	address of I	Bidder's P	rincipal is as foll	ows:		
Comp	any					<u></u>	
Addre	ess						
City/S	itate/ZIP CODE						
Phone	eEmail_						
Addei Addei	OWLEDGE AGENDA (Initial each received) ndum #I ndum #2 Addendum #_		(number and init	tial as appl	icable)	
bid, w	ture acknowledges that Bidder has read t vill fulfill the obligations in accordance to tions, and is submitting without collusion r also certifies they are a Drug Free Work	the scope of with any oth	work or s	specifications, te	erms, and		s required.
	ER agrees to perform all the work describe plicable taxes and fees:				the follow	ing lump sı	um including
]	BASE BID	SCHED	ULE			_
No.	Item	Estimate Quantity	Unit	Unit Price	Total Price		
1.	Remove and replace existing generator with equivalent Cummins components, complete.	1	Lump Sum	\$	\$		
2.	Allowance for Special Contingency	1	Lump Sum	\$ 2,500.00	\$ 2,500	0.00	
Total	of Base Bid (including allowance) - \$		•		•		1
	PRICE : BIDDER agrees to perform all the vincluding all applicable taxes and fees:	work describ	ed in the	CONTRACT DOC	CUMENTS f	or the follo	wing unit
No.	Item					Unit Price	
1.	N/A					\$	

2024 Generator Replacement SEWER PUMP STATION #2 PW-2024-20

BID FORM

Bidder has examined the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire Work, in accordance with said documents,

for the Base Bid price of:		DOLLARS (in words)
\$	_(in Numbers) which amount is here	inafter called the "Base Bid."
Signed, sealed, and dated this _	day of	, 2024
Legal Name of Company:		Company Seal
Printed Name:		
Title:		

(THE TOWN OF TYRONE RESERVES THE RIGHT TO ADD/MODIFY/DELETE WORK and/or SITES IN THIS CONTRACT) Project Manager: Curtis Carson, PMP, Public Works & Engineering Specialist; ccarson@tyrone.org, 770-487-4038

AGREEMENT

THIS AGREEMENT made this	day of	, 20, b	y and between
the Town of Tyrone, Georgia, hereinafter cal	led "Town" and		, hereinafter
called "Contractor".			

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

Section 1. Scope of Work

The Work to be performed by the Contractor shall consist of removing the existing generator and legal disposal of the existing generator, along with replacement of the existing standby generator at Pump Station #2, at Jenkins Road, Tyrone, Ga 30290. Contractor will perform a factory authorized start-up. The contractor will inspect the installation and provide written approval of the start-up. The contractor will simulate a power outage and demonstrate that the generator will automatically start and begin supplying power without any hands-on involvement. When normal power is restored, the generator will shut itself off and return to standby status. removing the existing generator replacing with new equivalent Cummins generator, located at Jenkins Road Sewer Pump Station #2 in Tyrone, Georgia. Installation shall be in accordance with the project documents dated January 24, 2024. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the Work described herein.

Section 2. Term

The Contractor will perform the Work described herein within the timeframe as stated in the project documents' Bid Form.

Section 3. Payment

The Owner shall pay to the Contractor compensation upon completion by the Contractor of the Work described herein. Payment terms are NET 30 days following receipt of a correct invoice. Invoices must be submitted to:

Town of Tyrone Attn: Curtis Carson 950 Senoia Road Tyrone, Georgia 30290

Section 4. Insurance

The Firm's Comprehensive General and Automobile Liability Insurance shall be written for not less than limits of liability as follows:

- A. Comprehensive General Liability
 - a. Bodily and Personal Injury, Property Damage and Contractual: \$1,000,000 Combined Single Limit Each Occurrence/\$2,000,000 General Aggregate
 - b. General Aggregate Limits shall apply per Project
- B. Comprehensive Automobile Liability
 - a. Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit Each
 Occurrence
 - b. Any Auto including Hired and Non-Owned liability coverage is required.
- C. Workers' Compensation
 - a. Workers' Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the services required by this proposal of not less than the minimum requirement of \$100,000 per accident/\$100,000 Disease each employee/\$500,000 Disease policy limit. At a minimum, the policy must also meet Georgia required coverage.

D. The Town must be listed as "additional insured" on the policy of insurance as follows: Town of Tyrone; 950 Senoia Road; Tyrone, GA 30290.

Firm shall provide the Town with a valid Certification of Insurance evidencing the Town as an addition. The certificate shall be on the ACORD 25 form. The certificate will further confirm that at least thirty (30) days prior written notice will be furnished to the Town by Insurer before cancellation or non-renewal of policy. The insurance policies may not include a deductible, retention or self-insurance in excess of \$10,000. It is further understood that any coverage extended by reason of this paragraph shall be primary and non-contributory and such shall be evidenced on the Certificate of Insurance. Any insurance maintained by the Town of its own protection shall be secondary of excess insurance. All insurance companies providing coverage must have an AM Best Rating of A-VII or better unless approved by the Town in advance at its sole discretion.

Providing and maintaining adequate insurance coverages is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of Georgia. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in Georgia. The Contractor shall, at all times, comply with the terms of such insurance policies, and all requirement of the insurer under any such insurance policies, except as they may conflict with existing Georgia laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract. Upon award of this contract, the selected Contractor shall add the Town of Tyrone as a certificate holder to their insurance policy and the Town shall be listed as additional insured.

Section 5. Indemnification

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Town, assure entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor of their employees, including losses, expenses or damages sustained by the Town or Town officials, including the Mayor and Council members and employees of the Town from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the Town or Town officials based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

Section 6. Subcontracting

The Contractor shall not have the right or poser to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

Section 7. Changes

The Town shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

Section 8. Non-Discrimination

The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

Section 9. Governing Laws

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

Section 10. Termination for Cause

The Town reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should the Town elect to terminate this contract for cause, the Town will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Town.

Section 11. Termination without Cause

The Town and/or the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

Section 12. Employee Guidelines

The Contractor certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. The Contractor further agrees that their employees shall comply with the Georgia Drug-Free Workplace Policy.

While engaged in the performance of these services, only authorized employees of the Contractor are allowed at the Town's location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in work area by acquaintance, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulation set forth for the public areas where the work is being performed.

Section 13. Safety

The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the Work described herein.

The Contractor shall perform all work in accordance with State and Federal safety regulation in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

Should the Contractor fail to perform the work in accordance with State and Federal safety regulations, the Town, at its' option may cancel any agreement, reserving for itself any remedies it may have for breach of contract.

The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized official, this Agreement in quadruplicate (four copies) of which each shall be deemed an original on the date first above written.

	TOWN OF TYRONE, GEORGIA
	Ву:
	Name:
(SEAL) Attest:	Title:
Name:	
(Please Print)	
Title:	
	(Company Name):
	Ву:
	Name:
	Address:
(SEAL) Attest:	
Name:	
(Please Print)	
Title:	

STATE OF GEORGIA FAYETTE

COUNTY

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

WITNESSETH:

- 1. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Georgia Department of Labor through execution of the contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit "A" and is incorporated into this Agreement by reference herein.
- 2. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor of subcontractors in connection with this Agreement, the Contractor shall:
 - A. Secure from each such subcontractor and sub-subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13- 10-91 and Georgia Department of Labor Rule 300-10-1.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10- 1-.08, which is attached hereto as Exhibit "B", and sub- subcontractor, hereto as Exhibit "C", or a substantially similar

subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time.

EXHIBIT 'A' Part 1 of 2

Section X, Item 8.

CONTRACTOR AFFIDAVIT UNDER O.C.G.A 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Town of Tyrone, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by 0.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal	Work Authorization	User Identification Number	
Date of A	Authorization		
Name of	f Contractor		
Name of	f Project		
Name of	f Public Employer		
I hereby	declare under pena	lty of perjury that the foregoing	ng is true and correct.
Execute	d on	, 20in (city)	(state)
Signatur			
Printed 1	Name and Title of A	uthorized Officer of Agent	
SUBSC	RIBED AND SWO	RN BEFORE ME	
ON THIS THEDay of		,20	
NOTARY PU	BLIC		
My Commissio	on Expires:		

EXHIBIT 'A' Part 2 of 2

O.C.G.A. 50-36-1 (e)(2) Affidavit

as reference	ed in	this affidavit under oath, as an applicant for a(n) <u>Contract</u> , in O.C.G.A. 50-36-1, from <u>Town of Tyrone</u> , Georgia, the undersigned application of the following with respect to my application for a public benefits the property of the property of the following with respect to my application for a public benefits the property of the property of the following with respect to my application for a public benefits the property of t					
1)	I	am a United States citizen.					
2)	1	am a legal permanent resident of the United States.					
3)	am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.						
		My alien number issued by the Department of Homeland Security or other federal immigration agency is:					
		gned applicant also hereby verifies that he or she is 18 years of age or older and hand verifiable document, as required by O.C.G.A. 50-36-1 (e)(l), with this affidavi					
The secure	e an	and verifiable document provided with this affidavit can best be classified as: (Driv	ver's License,				
Passport,	etc.	c Attach copy)					
makes a fa	alse,	ng the above representation under oath, I understand that any person who knowing se, fictitious, or fraudulent statement or representation in an affidavit shall be guilt -10-2-, and face criminal penalties as allowed by such criminal statute.					
Executed	in	(city)(state).					
		Signature of Applicant					
		Printed Name of Applicant					
THIS THI	Е	EED AND SWORN BEFORE ME ON YOF ,20					
DA	. 1 (,20					
NOTARY My Comn		PUBLIC ssion Expires:					

EXHIBIT 'B'

My Commission Expires:

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with on behalf of Town of Tyrone, Georgia has registered with is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor with the information required by O.C.G.A. 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:
Federal Work Authorization User Identification Number
Date of Authorization
Name of Subcontractor
Name of Project
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.
Thorough decided under politically than the foregoing is true and correct.
Executed on, 20in (city)(state)
Signature
Printed Name and Title of Authorized Officer of Agent SUBSCRIBED AND
SWORN BEFORE ME
ON THE THE DAY OF 21
ON THIS THE, 21
NOTARY BUILDING
NOTARY PUBLIC

EXHIBIT 'C'

SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of Town of Tyrone, Georgia has registered with is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor with the information required by O.C.G.A. 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor of sub-subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to (name of subcontractor of sub-subcontractor with whom such sub-subcontractor has privity of contract). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number	
Date of Authorization	
Name of Sub-subcontractor	-
Name of Project	
Name of Public Employer	
I hereby declare under penalty of perjury that the foregoing is true and corr	ect.
Executed on_,,202_in (city)(state)	·
Signature	_
Printed Name and Title of Authorized Officer of Agent SUBSCRIBED	_ AND SWORN
BEFORE ME	
ON THIS THE DAY OF210	
NOTARY PUBLIC	
My Commission Expires:	

SECTION 00100 - GENERAL REQUIREMENTS

PART 1 - GENERAL PROVISIONS

1.1 The proposed work is located at the Sewer Pump Station #2, Jenkins Road, Tyrone, Georgia.

PART 2 - PRODUCTS - OWNER

2.1. Town of Tyrone 950 Senoia Road Tyrone, GA 30290

PART 3 - CONTRACTOR

- 3.1 Project is to be substantially complete within 30 calendar days from the Commencement Date as depicted on the Notice to Proceed. Substantially complete implies that the generator has been replaced and has been demonstrated to be operational to serve their intended purpose.
- 3.2 Construction hours shall be from 8:00 am until 5:00 pm.
- 3.3 For temporary facilities and controls, the Contractor is required to provide for this work including, but are not necessarily limited to:
 - A. Temporary utilities such as water, sanitary facilities, electricity and telephone.

The Contractor shall use the means that are necessary to maintain temporary facilities and controls in their proper and safe condition throughout the progress of the work.

In the event of loss or damage, the Contractor shall immediately make repairs and replacements necessary at no cost to the Owner.

The Contractor shall provide adequate artificial lighting when natural light is not adequate for work and for areas accessible to workmen.

The Contractor shall provide temporary sanitary toilets for use by personnel, maintain in sanitary condition, and comply with the minimum requirements of public agencies having jurisdiction.

For the aid of safety, the Contractor shall provide and maintain for duration of construction, required barricades, warning signs, steps, bridges, platforms and other temporary construction necessary for safety of workmen in compliance with pertinent safety and other regulations.

1

General Requirements Section 00100

- 3.4 The Contractor shall maintain these temporary facilities and controls for the safe proper completion of work and remove such facilities and controls as the work progress permits or as directed by the Engineer.
- 3.5 The Contractor shall exercise these general safety requirements for hazard control.

The Contractor shall store volatile wastes in covered metal containers during work hours and remove from premises at end of workday.

The Contractor shall conduct cleaning and disposal operations to comply with applicable ordinances and antipollution laws.

The Contractor shall use cleaning materials only on surfaces recommended by the cleaning material manufacturer.

The Contractor shall not burn or bury rubbish and waste materials on the project site.

The Contractor shall dispose of volatile wastes in accordance with state, federal and local regulations.

The Contractor shall not dispose of wastes into streams, waterways or wetlands.

The Contractor shall remove all waste from the site and dispose of it in accordance with the local agency having jurisdiction.

Playing music and/or smoking is prohibited on job site.

3.6 During construction, the Contractor shall execute cleaning to ensure that the site is maintained free from waste materials and rubbish accumulation.

The Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish.

3.7 The Contractor shall remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off the Owner's property.

PART 4 – ADMINISTRATION OF THE CONTRACT

4.1 Owner Representative:

Curtis L. Carson, PMP Town of Tyrone 950 Senoia Road Tyrone, GA 30290

4.2 Contractor shall provide a one (1) year warranty for all work performed under this Contract along with generator warranty as specified in the specifications.

END OF SECTION 00100

2

SECTION 263213 - ENGINE GENERATORS

PART 4 - GENERAL

4.1 SUMMARY

- A. This Section includes packaged engine-generator sets for standby power supply with the following features:
 - 1. Natural gas engine.
 - 2. Unit mounted cooling system.
 - 3. Remote-mounting control and monitoring.
 - 4. Outdoor enclosure.

4.2 SUBMITTALS

- A. Product Data: For each type of packaged engine generator and accessory indicated.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, components, and location and size of each field connection.
- C. Operation and maintenance data and training.
- D. Warranty: Special warranty and contractor warranty specified in Section 1.5.

4.3 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 100 miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with NFPA 37.
- E. Comply with NFPA 70.
- F. Comply with NFPA 110 requirements for Level 1 emergency power supply system.
- G. Comply with UL 2200.
- H. Engine Exhaust Emissions: Comply with applicable state and local government requirements.

I. Noise Emission: Comply with Town of Tyrone Local Ordinances [Source: Code of Ordinances Sec. 28-156.
 - Exemptions (a)(3)] for maximum noise level at due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.

4.4 PROJECT CONDITIONS

- A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: Minus 15 deg C to plus 40 deg C.
 - 2. Relative Humidity: 0 to 95 percent.
 - 3. Altitude: Sea level to 1000 feet.

4.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 2 years from date of Substantial Completion.
- B. Contractor Warranty: Contractor's statement in which the contractor agrees to full warranty for parts and labor.
 - 1. Warranty Period: 1 year from date of Substantial Completion.

PART 5 - PRODUCTS

5.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the Cummins RS100-100kW-NG/LPV-Aluminum Enclosure-277/480-3Ph; Part No.: A054F873, or a comparable product by the following:
 - 1. Cummins Inc.

5.2 ENGINE-GENERATOR SET

- A. Factory assembled and tested engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
- C. Capacities and Characteristics:
 - 1. Power Output Ratings:
 - a. Shall comply with Basis-of-Design Product.

acturer's name and address, and model

- 2. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of components.
- D. Generator-Set Performance:
 - 1. Governor regulation class: ISO 8528 Part1 Class G3
 - 2. Voltage regulation, no load to full load: +/-1.0%.
 - 3. Random voltage regulation: +/-1.0%.
 - 4. Frequency regulation: Isochronous.
 - 5. Random frequency variation: +/-0.25% @ 60 Hz.
 - 6. Radio frequency emissions compliance: FCC code Title 47 part 15 Class B.

5.3 ENGINE

- A. Fuel: Natural gas
- B. Rated Engine Speed: 1800 rpm.
- C. Lubrication System: The following items are mounted on engine or skid:
 - 1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
 - 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
 - 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- D. Engine Fuel System:
 - 1. Natural Gas System:
 - a. Carburetor.
 - b. Secondary Gas Regulators:
 - c. Fuel-Shutoff Solenoid Valves:
 - d. Flexible Fuel Connectors:
- E. Governor: Adjustable isochronous, with speed sensing.
- F. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.
 - 1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 - 2. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
- G. Muffler/Silencer: Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.
 - 1. Minimum sound attenuation of 25 dB at 500 Hz.

- 2. Sound level measured at a distance of 10 feet from exhaust discharge after installation is complete shall be 85 dBA or less.
- H. Air-Intake Filter: Normal-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- I. Starting System: 12-Vdc electric, with negative ground.
 - 1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.
 - 2. Cranking Motor: Automatically engages and releases from engine flywheel without binding.
 - 3. Cranking Cycle: As required by NFPA 110 for system level specified.
 - 4. Battery: Adequate capacity within ambient temperature range specified in Part 1 "Project Conditions" Article to provide specified cranking cycle at least twice without recharging.
 - 5. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation.

5.4 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When the mode-selector switch is switched to the on position, generator set starts. The off position of the same switch initiates generator-set shutdown. When the generator set is running, specified system or equipment failures automatically shut down generator set and initiate alarms.
- B. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of the same switch initiates generator-set shutdown. When the generator set is running, specified system or equipment failures automatically shut down generator set and initiate alarms.
- C. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. The mounting method shall isolate the control panel from generator-set vibration.
- D. Indicating and Protective Devices and Controls: As required by NFPA 110 for Level 2 system, and the following:
 - 1. AC voltmeter.
 - 2. AC ammeter.
 - 3. AC frequency meter.
 - 4. DC voltmeter (alternator battery charging).
 - 5. Engine-coolant temperature gage.
 - 6. Engine lubricating-oil pressure gage.
 - 7. Running-time meter.
 - 8. Ammeter-voltmeter, phase-selector switch(es).
 - 9. Generator-voltage adjusting rheostat.
 - 10. Generator overload.
- E. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.

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- F. Common Remote Audible Alarm: Comply with NFPA 110 requirements for Level 2 systems. Include necessary contacts and terminals in control and monitoring panel.
 - 1. Overspeed shutdown.
 - 2. Coolant low-temperature alarm.
 - 3. Control switch not in auto position.
 - 4. Battery-charger malfunction alarm.
 - 5. Battery low-voltage alarm.
- G. Remote Alarm Annunciator: An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition. The silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are surface- or flushmounting type to suit mounting conditions indicated.

5.5 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Generator Circuit Breaker: Molded-case, thermal-magnetic type; 100 percent rated; complying with NEMA AB 1 and UL 489.
 - 1. Tripping Characteristic: Designed specifically for generator protection.
 - 2. Trip Rating: Matched to generator rating.
 - 3. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.
 - 4. Mounting: Adjacent to or integrated with control and monitoring panel.
- B. Ground-Fault Indication: Comply with NFPA 70, "Emergency System" signals for ground-fault. Integrate ground-fault alarm indication with other generator-set alarm indications.

5.6 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- B. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- C. Enclosure: Drip proof.
- D. Instrument Transformers: Mounted within generator enclosure.
- E. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.
 - 1. Adjusting rheostat on control and monitoring panel shall provide plus or minus 5 percent adjustment of output-voltage operating band.

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5.7 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Vandal-resistant, weatherproof steel housing, wind resistant up to 180 mph. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.
- B. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
 - 1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.

5.8 FINISHES

A. Indoor and Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

PART 6 - EXECUTION

6.1 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.
- B. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.
- C. Secure sets to anchor bolts installed in concrete base.

6.2 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
 - 1. Perform tests and inspections recommended by manufacturer.
- C. Coordinate tests with tests for transfer switches and run them concurrently.
- D. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.

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- E. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
- F. Test and adjust controls and features as necessary. Replace damaged and malfunctioning controls and equipment.
- G. Remove and replace malfunctioning units and retest, as required, and as specified above.
- H. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
- I. Report results of tests and inspections in writing.

6.3 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.

END OF SECTION 263213



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular Meeting Date: March 7, 2024 Agenda Item Type: New Business Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to begin Land Acquisition for the 2023 SPLOST project 2024 Laurelwood Connector Multi-Use Path PW-2024-06.

BACKGROUND:

In 2023 a SPLOST referendum was voted upon and approved by the citizens of Fayette County. The Laurelwood Connector Multi-Use Path (MUP) was one of the Town of Tyrone's projects included in the 2023 SPLOST. The Town procured A&E services on September 7, 2023, and the design is nearing completion (90% design). To finish the design, land acquisition needs to be completed for additional right-of-way and temporary construction easements. Areas needed are 5,840.41 sqft (0.134 ac) for Temporary Easements, 1620.85 sqft (0.037 ac) for Driveway Easement, and 31.5 sqft (0.0007 ac) of Fee Simple Right-of-Way. Attached are the 90% plans and the Right-of-way plan (land acquisitions).

FUNDING:

2023 SPLOST fund 322-49-54.1406

STAFF RECOMMENDATION:

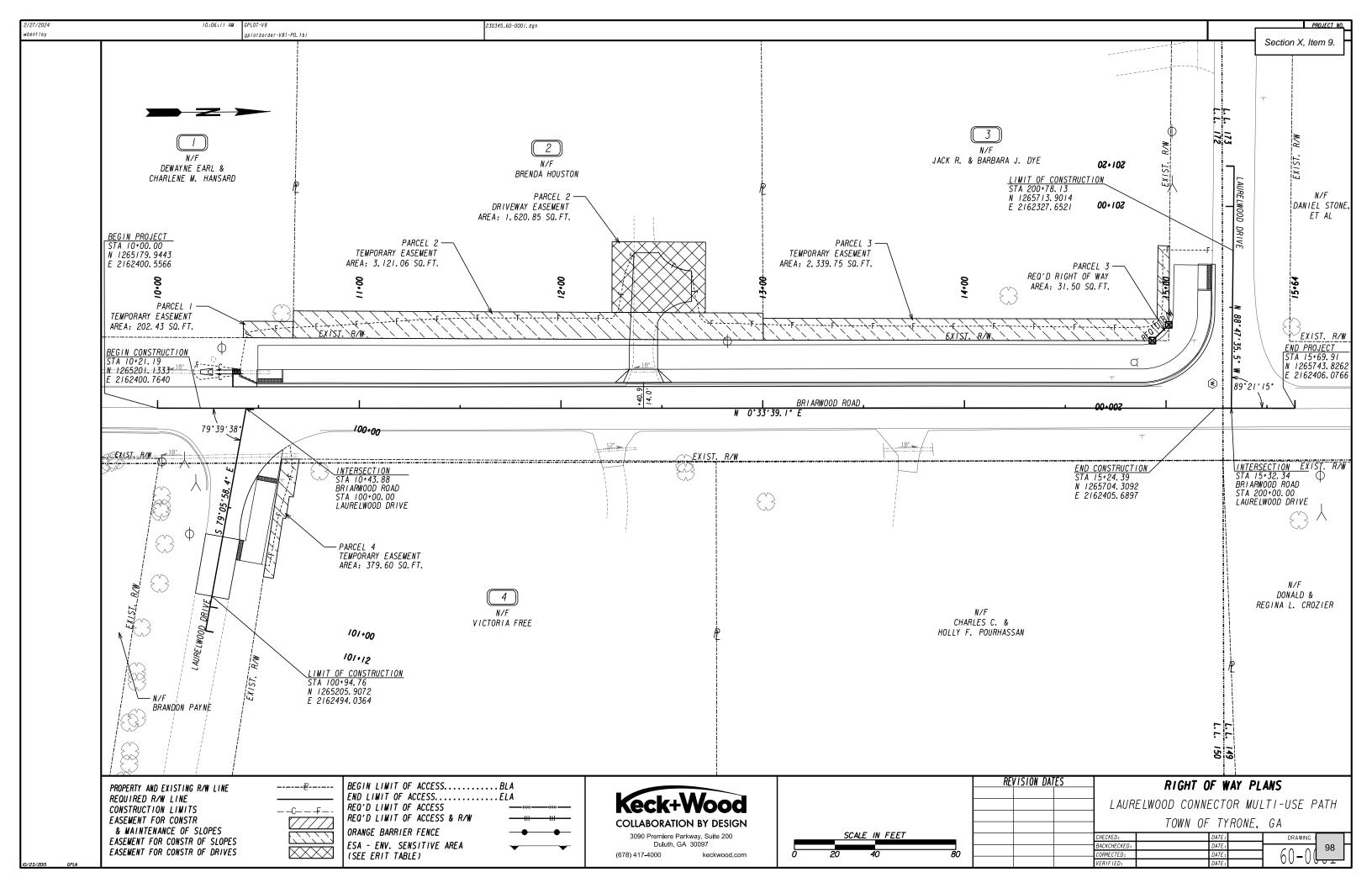
Staff requests that Council approval the plans and the start of Land Acquisition on 2023 SPLOST project PW-2024-06, the 2024 Laurelwood Connector Multi-Use Path.

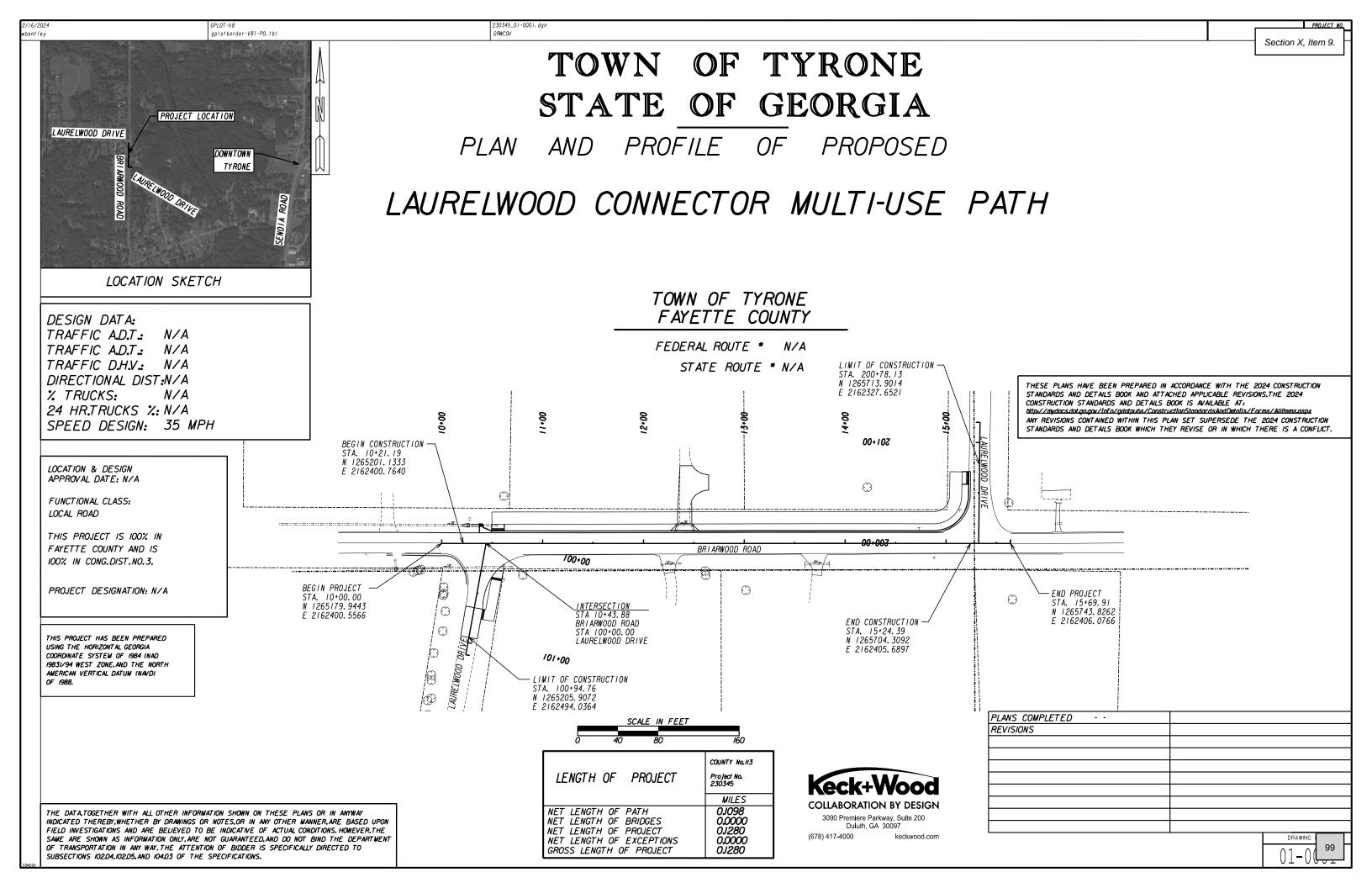
ATTACHMENTS:

Project 90% Plans and Right-of-Way plan (land acquisition)

PREVIOUS DISCUSSIONS:

Council Planning Workshop March 2023.





30345_02-0001. dgn aplotborder-V8i-P0, tbl Section X, Item 9. DRAWING NO. DESCRIPTION DRAWING NO. DESCRIPTION COVER SHEET GEORGIA STANDARDS 01-0001 41-0001 1120 FLARED END SECTIONS FOR PIPES (09/99) 02-0001 INDEX GENERAL NOTES 41-0002 04-0001 TS-03 PEDESTRIAN FACILITIES INSTALLATION (11/20) 05-0001 TO 05-0002 TYPICAL SECTIONS TS-06 GROUNDING FOR TRAFFIC SIGNAL SUPPORT STRUCTURES (11/20) 41-0003 CONSTRUCTION PLANS 13-0001 17-0001 DRIVEWAY PROFILES 23-0001 TO 23-0003 CROSS SECTIONS EROSION CONTROL DETAILS 26-0001 SIGNING AND MARKING PLANS 56-0001 D-20 SILT CONTROL GATES FOR STRUCTURES TYPE - 1, 2, AND 3 (4/16) 38-0001 TO 38-0002 SPECIAL CONSTRUCTION DETAILS 56-0002 D-24A TEMPORARY SILT FENCE (1/11) 41-0001 TO 41-0003 GEORGIA STANDARDS 56-0003 D-24C TEMPORARY SILT FENCE J-HOOK, INLET SEDIMENT TRAPS (1/11) D-35 PERMANENT SOIL REINFORCING MAT (TURF REINFORCING MATS) INSTALLATION ON DITCHES (1/11) 52-0001 EROSION CONTROL LEGEND & UNIFORM CODE SHEET, I OF 7 56-0004 52-0002 EROSION CONTROL LEGEND & UNIFORM CODE SHEET, 2 OF 7 56-0005 D-52 BALED STRAW & COMPOST FILTER SOCK CHECK DAMS FOR EROSION CONTROL (4/16) Dsi Disturbed Area Stabilization (With Mulchiing Only) 52-0003 EROSION CONTROL LEGEND & UNIFORM CODE SHEET, 3 OF 7 Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING) 52-0004 EROSION CONTROL LEGEND & UNIFORM CODE SHEET, 4 OF 7 56-0006 52-0005 EROSION CONTROL LEGEND & UNIFORM CODE SHEET, 5 OF 7 Ds4 DISTURBED AREA STABILIZATION (WITH SODDING) 52-0006 EROSION CONTROL LEGEND & UNIFORM CODE SHEET, 6 OF 7 52-0007 EROSION CONTROL LEGEND & UNIFORM CODE SHEET, 7 OF 7 54-0001 BMP LOCATION DETAILS 56-0001 TO 56-0006 EROSION CONTROL DETAILS REVISION DATES INDEX LAURELWOOD CONNECTOR MULTI-USE PATH TOWN OF TYRONE, GA **COLLABORATION BY DESIGN** 3090 Premiere Parkway, Suite 200 Duluth, GA 30097 (678) 417-4000

Section X. Item 9.

GENERAL NOTES

I. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) STANDARD DETAILS AND THE GDOT STANDARD SPECIFICATIONS

FOR THE CONSTRUCTION OF TRANSPORTATION SYSTEMS, LATEST EDITION, AND SUPPLEMENTS THERETO, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION. ALL KNOWN UTILITY FACILITIES ARE SHOWN SCHEMATICALLY ON THE PLANS AND ARE NOT NECESSARILY ACCURATE IN LOCATION AS TO PLAN OR ELEVATION. UTILITY FACILITIES SUCH AS SERVICE LINES OR UNKNOWN FACILITIES NOT SHOWN ON THE PLANS WILL NOT RELIEVE THE CONTRACTOR OF HIS OR HER RESPONSIBILITY UNDER THIS REQUIREMENT EXCEPT AS NOTED BELOW. "EXISTING UTILITY FACILITIES" MEANS ANY UTILITY THAT EXISTS ON THE PROJECT IN ITS ORIGINAL, RELOCATED, OR NEWLY INSTALLED POSITION. THE CONTRACTOR WILL NOT BE HELD RESPONSIBLE FOR THE COST OF REPAIRS TO DAMAGED UTILITY FACILITIES OTHER THAN SERVICE FROM STREET
MAINS TO ABUTTING PROPERTY, WHEN SUCH FACILITIES ARE NOT SHOWN ON THE PLANS
AND THEIR EXISTENCE IS UNKNOWN TO THE CONTRACTOR PRIOR TO THE DAMAGES OCCURING, PROVIDED THE ENGINEER DETERMINES THE CONTRACTOR HAS OTHERWISE FULLY COMPLIED WITH THE SPECIFICATIONS. ALL UTILITY FACILITIES WHICH ARE IN CONFLICT WITH CONSTRUCTION AND ARE NOT COVERED AS SPECIFIC ITEMS IN THE DETAILED ESTIMATE ARE TO BE REMOVED OR RELOCATED TO CLEAR CONSTRUCTION IN ADVANCE OF THE WORK.

UTILITY WORK COORDINATION WILL BE REQUIRED AS PART OF THIS CONTRACT. THE CONTRACTOR WILL BE REQUIRED TO USE THE ONE-CALL CENTER TELEPHONE NUMBER, 811, FOR THE PURPOSE OF COORDINATING THE MARKING OF UNDERGROUND UTILITIES. THE CONTRACTOR'S ATTENTION IS CALLED TO SUBSECTION 105.06 OF THE GDOT

STANDARD SPECIFICATIONS "COOPERATION WITH UTILITIES"

4. ALL UNDERGROUND UTILITIES ARE TO BE LOCATED BY THE UTILITY OWNER OR A "LOCATE" FIRM PRIOR TO EARTH DISTURBING ACTIVITIES.

IF PERMIT WORK IS WITHIN 1000 FEET OF A GDOT TRAFFIC SIGNAL, A SEPARATE

LOCATE REQUEST IS REQUIRED. FOR MORE INFORMATION, CALL 770-531-5856.
THE CONTRACTOR SHALL STRICTLY ADHERE TO DUST CONTROL REGULATIONS. ALL AREAS SUBJECTED TO DUST FORMATION MUST BE PERIODICALLY WATERED SUFFICIENT TO RETARD DUST. ALL COSTS FOR DUST CONTROL SHALL BE INCLUDED IN PRICE BID FOR GRADING COMPLETE - LUMP SUM.

7. TYPE OF GRASS OR SOD USED ON THIS PROJECT WILL BE REQUIRED TO MATCH ANY TYPE OF GRASS OR SOD WHICH MAY BE PLANTED AND GROWING ON THE ADJACENT LAWN. I.E. BERMUDA SOD FOR BERMUDA SOD, ZOYSIA FOR ZOYSIA ETC. NO SEPERATE PAYMENT WILL BE MADE FOR ANY COST INCURRED TO COMPLY WITH THIS REQUIREMENT.

INGRESS AND EGRESS SHALL BE MAINTAINED AT ALL TIMES TO ADJACENT PROPERTIES.
REFER TO SUB-SECTION 107.07 OF THE GDOT STANDARD SPECIFICATIONS.
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH SUITABLE BORROW
MATERIAL FOR THE PROJECT AND DISPOSE OF ANY UNSUITABLE OR WASTE MATERIAL. IO. HORIZONTAL CONTROL IS BASED UPON GEORGIA STATE PLANE COORDINATION SYSTEM.

II. ALL DRIVEWAYS THAT ARE TO BE RECONSTRUCTED SHALL BE IN KIND I.E. CONCRETE FOR CONCRETE. OFTEN WITH URBAN SHOULDERS, VALLEY GUTTER IS USED. THIS IS A SEPARATE PAY ITEM FROM THE REST OF THE DRIVEWAY PAVEMENT MATERIALS. WITH CONCRETE DRIVEWAYS THE VALLEY GUTTER THICKNESS SHOULD NOT BE LESS THAN THE CONCRETE THICKNESS.

RESIDENTIAL DRIVEWAY DRIVES SHALL BE CONSTRUCTED USINIG:

CONCRETE - DRIVEWAY CONCRETE, 6" THICK

COMMERCIAL DRIVEWAY DRIVES NOT USING THE MAINLINE PAVEMENT SHALL BE CONSTRUCTED USING:

CONCRETE - DRIVEWAY CONCRETE, 8" THICK, STEEL REINFORCED (SEE SHEET

AND FEDERAL SAFETY REGULATIONS REGARDING PIPE INSTALLATION IN TRENCHES.

13. THE CONTRACTOR'S ATTENTION IS DIRECTED TO ARTICLES 104.05 AND 107.07 OF THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS FOR TRAFFIC CONTROL AND SEQUENCE OF OPERATIONS IN REGARDS TO MAINTENANCE OF TRAFFIC DURING CONSTRUCTION.

14. ALL TEMPORARY SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". CURRENT EDITION AND/OR AS DIRECTED BY THE ENGINEER.

IS. ALL CUT AND FILL SLOPES SHALL BE GRASSED AS DIRECTED BY THE ENGINEER IMMEDIATELY AFTER THE SLOPES ARE ESTABLISHED IN ORDER TO REDUCE EROSION, IF THE SEASON DOES NOT PERMIT GRASSING, TEMPORARY MULCH SHALL BE USED AS DIRECTED BY THE ENGINEER. REFER TO SECTION 161 OF THE STANDARD SPECIFICATIONS.

16. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH LAND DISTURBANCE ACTIVITIES AND SHALL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION OR AS DIRECTED BY THE ENGINEER.

- 17. ALL SILT FENCES MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING, NO GRADING SHALL BE DONE UNTIL SIL FENCE INSTALLATION IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL SILT FENCES AND TO REPAIR OR REPLACE ANY SILT FENCE THAT IS NOT SATISFACTORY. EROSION CONTROL GATES SHALL BE PLACED IMMEDIATELY AFTER DRAINAGE STRUCTURES ARE IN PLACE. ALL EROSION CONTROL DEVICES SHALL BE PLACED ACCORDING TO THE PLANS AND AS DIRECTED BY THE ENGINEER. SEE THE GEORGIA STANDARD SPECIFICATIONS AND THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA", CURRENT EDITION REGARDING EROSION
- 18. TOWN OF TYRONE, FATETTE COUNTY DOT, AND GEORGIA DOT SHALL BE NOTIFIED A MINIMUM OF 72 HOURS IN ADVANCE OF ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL COORDINATE THIS ACTION WITH THE PROJECT ENGINEER.
- 19. CONTRACTOR TO ADJUST ALL UTILITIES TO FINISHED GRADE UNLESS NOTED OTHERWISE, INCLUDING SANITARY SEWER MANHOLES, WATER METERS, WATER VALVES, GAS METERS, GAS
- 20. ANY ADJUSTMENTS OR RELOCATIONS OF FATETTE COUNTY DEPARTMENT OF PUBLIC WORKS' FACILITIES SHALL BE IN ACCORDANCE WITH THE DEPARTMENT'S "SPECIFICATIONS FOR THE CONSTRUCTION OF SEWER MAINS", WHICH IS AVALIABLE AT THE DEPARTMENT'S OFFICE AT 115 MCDONOUGH ROAD, FATETTEVILLE, GEORGIA. TELEPHONE 770-461-3142

21. CONTRACTOR TO CONFIRM LOCATIONS OF ALL UTILITIES AND INFORM ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION.

22. CONTRACTOR TO FIELD VERIFY LOCATIONS OF PRECAST STRUCTURES FOR STORM SEWER IMPROVEMENTS. NO ADDITIONAL PAYMENT WILL BE MADE FOR REPLACEMENT STRUCTURES OR ADJUSTMENTS DUE TO UTILITY OR UNDERGROUND CONFLIC

23, ALL ADA WHEELCHAIR RAMPS WITHIN RADII SHALL BE 8 INCH THICK CONCRETE.

24. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND LOCATING ALL EXISTING IRRIGATION SYSTEMS WITHIN THE PROJECT LIMITS (IF APPLICABLE). NO ADDITIONAL PAYMENT WILL BE MADE FOR REMOVING RELOCATING, OR REPLACING DAMAGED IRRIGATION SYSTEMS.

- I2.THE CONTRACTOR SHALL OBSERVE ALL APPLICABLE LOCAL, STATE, 25.THE CONTRACTOR SHALL ENSURE THAT POSITIVE AND ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES WITHIN THE PROJECT LIMITS. SLOPE STABILIZATION (MATTING) SHALL BE PLACED ON CUT AND CUT AND FILL SLOPES THAT ARE 2.5:1 OR GREATER.

 26. AT LOCATIONS WHERE NEW PAVEMENT IS TO BE PLACED ADJACENT TO EXISTING PAVEMENT WITHOUT AN OVERLAY OR WHERE CURBING
 - IS TO BE PLACED ACROSS A PAVED AREA, A JOINT SHALL BE SAWED ON A LINE ESTABLISHED BY THE ENGINEER TO ENSURE PAVEMENT REMOVAL TO A NEAR LINE.

27. THE CONTRACTOR SHALL ENSURE THAT NO CONSTRUCTION-RELATED ACTIVITIES (SUCH AS THE USE OF EASEMENTS, STAGING, CONSTRUCTION, VEHICULAR USE, BORROW OR WASTE ACTIVITIES, SEDIMENT BASINS, TRAILER PLACEMENT, ETC.) OCCUR IN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES TO REMAIN IN THE RIGHT OF WAY.

28. GRADING COMPLETE INCLUDES BUT IS NOT LIMITED TO MOBILIZATION, CLEARING, GRUBBING, GRADING, DEMOLITION, TEMPORARY MEASURES, SAWCUTTING PAVEMENT, RESETTING FENCE, RESETTING MAILBOXES, REPLACING EXISTING SIGNS AND SIGN POSTS, REMOVAL OF TREES AND STUMPS, REMOVAL OF CURB AND PAVEMENT, ADJUSTING MANHOLES, MANHOLE CURB ENTRANCE, 8" UNDERWAY PIPE, FIRE HYDRANTS, WATER VALVES, WATER METERS, AND OTHER UTILITIES TO FINISH GRADE, REPLACING SPECIAL DESIGN AND STANDARD CATCH BASIN TOPS, CONSTRUCTION TESTING, REPLACEMENT OF PRIVATE PROPERTY OWNERS (IN KIND OR TO THE SATISFACTION OF THE PRIATE OWNER) DAMAGED OR REMOVED DURING CONSTRUCTION (THIS INCLUDES ITEMS INSIDE AND OUTSIDE THE CONSTRUCTION LIMITS). ANY
TIEM NOT SPECIFIED SHALL BE CONSIDERED INCIDENTAL TO THE
WORK AND SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR GRADING COMPLETE.



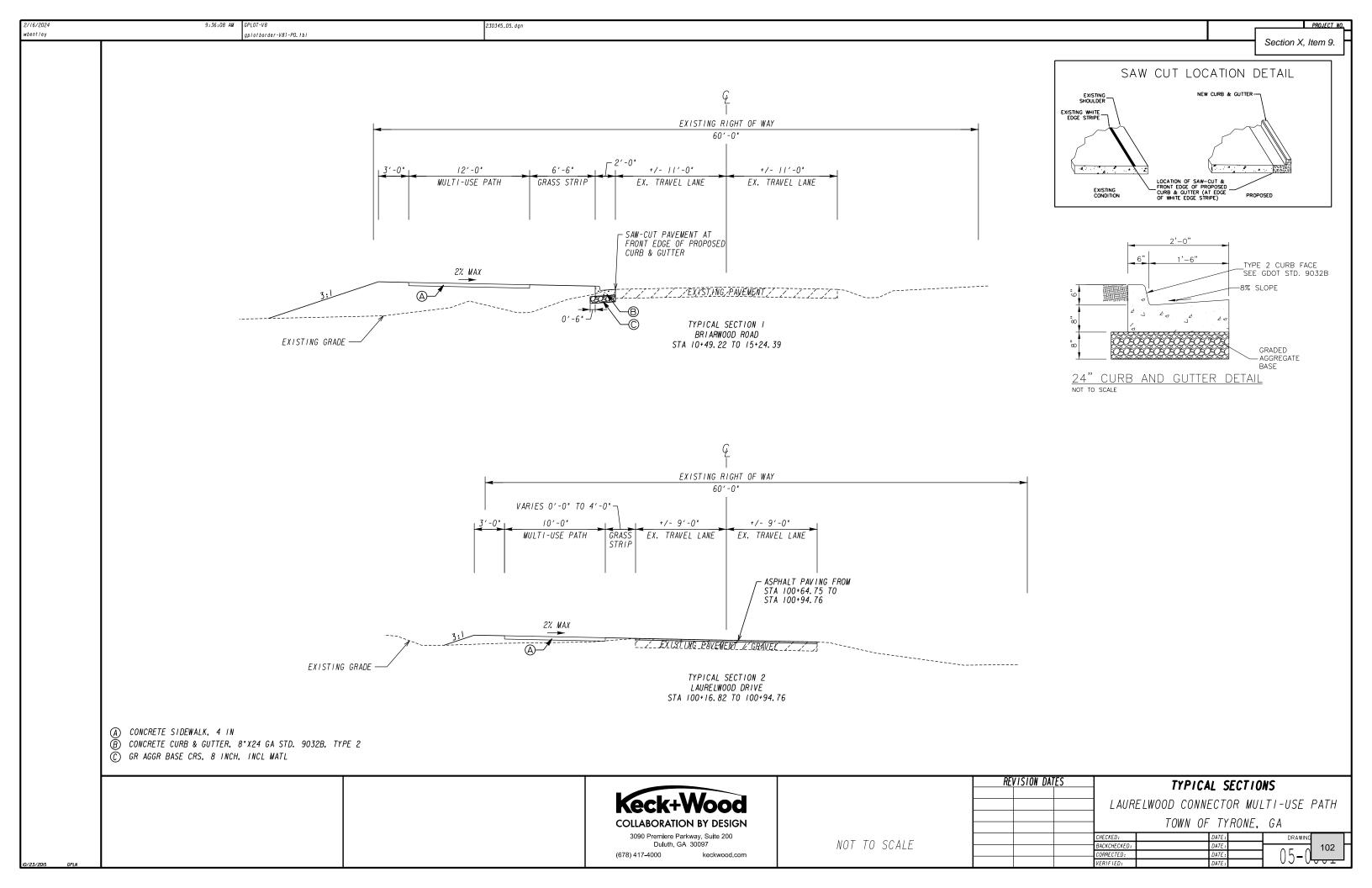
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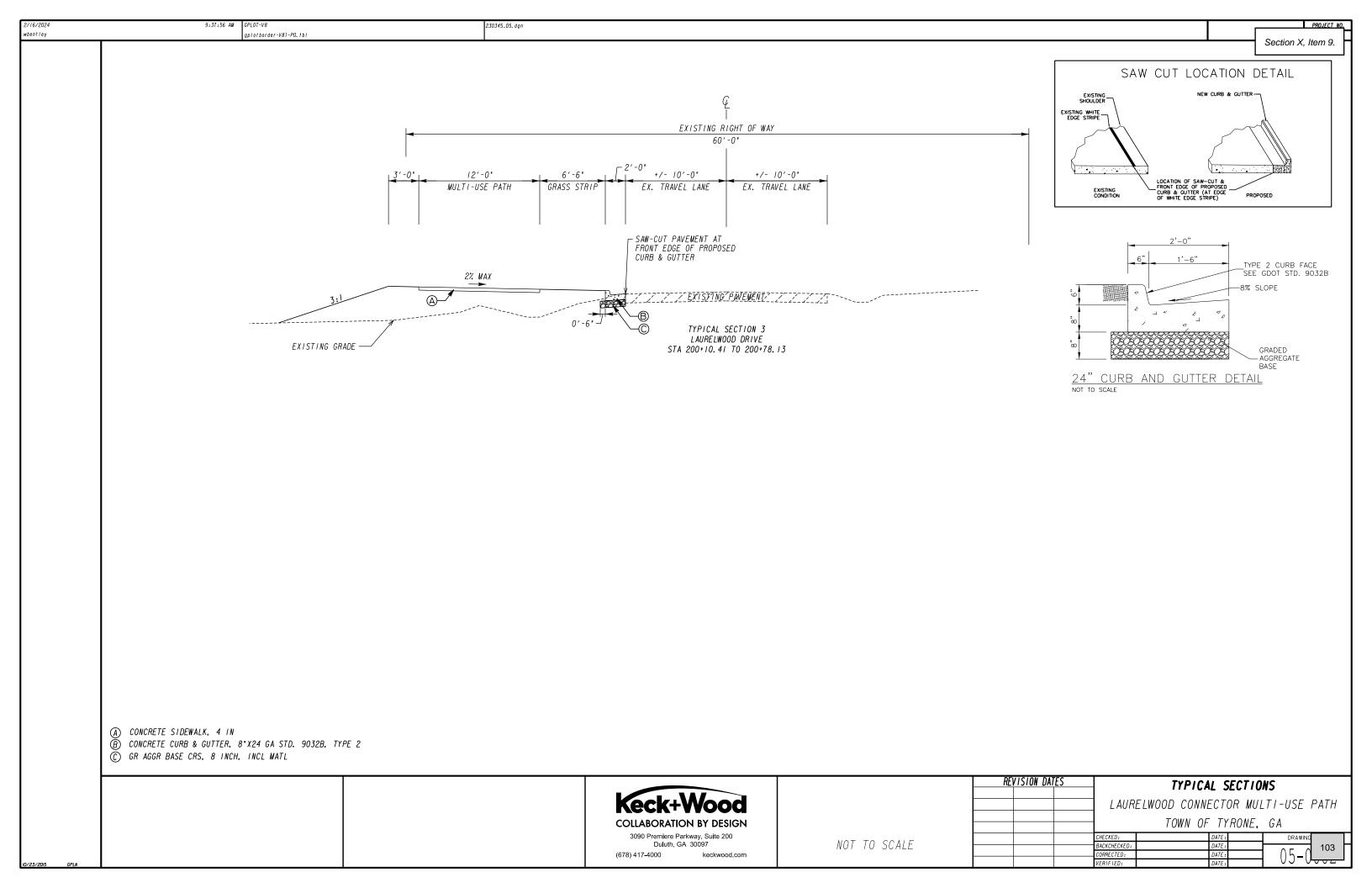
Keck+Wood
COLLABORATION BY DESIGN
3090 Premiere Parkway, Suite 200 Duluth, GA 30097

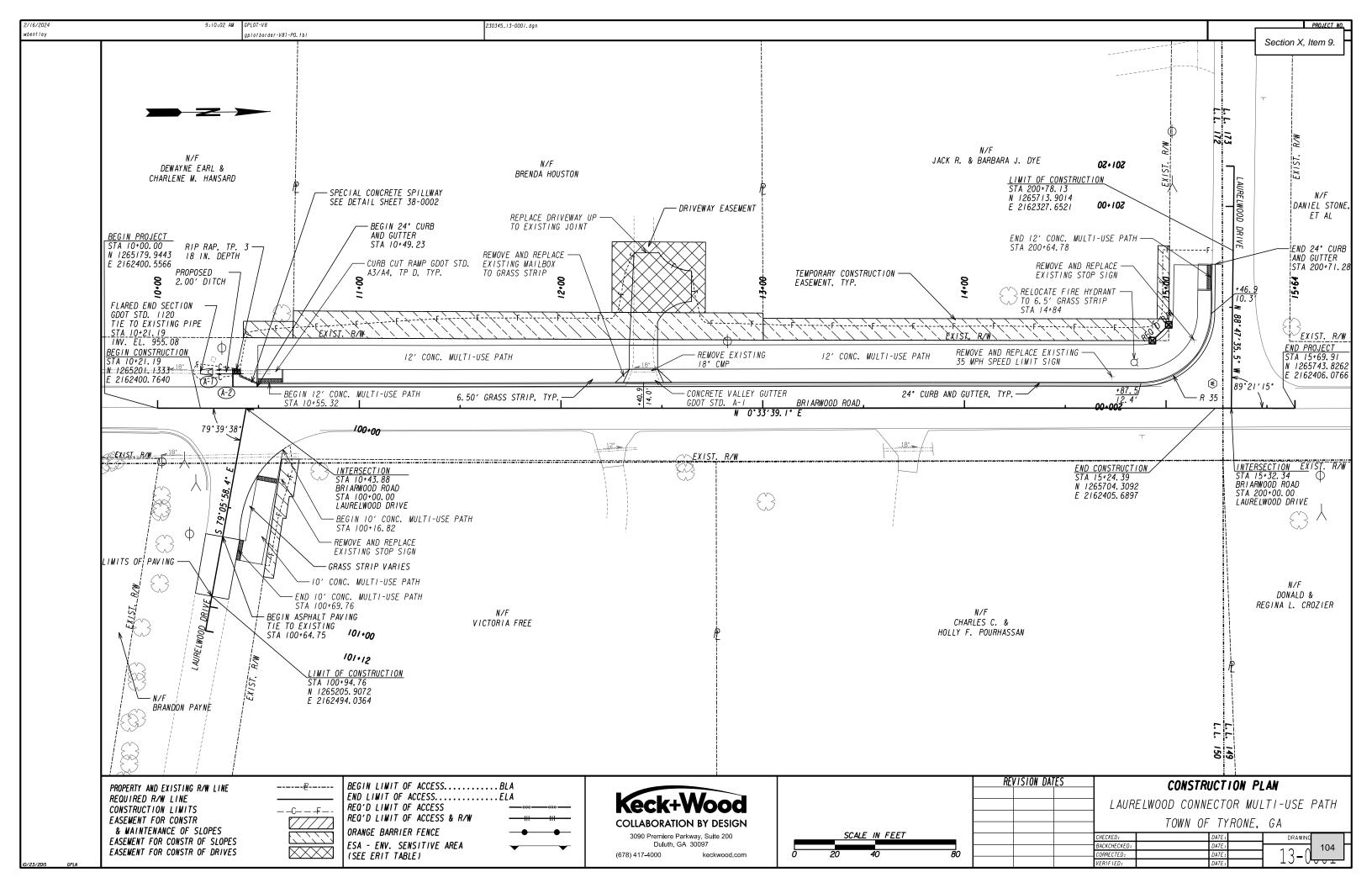
keckwood.com

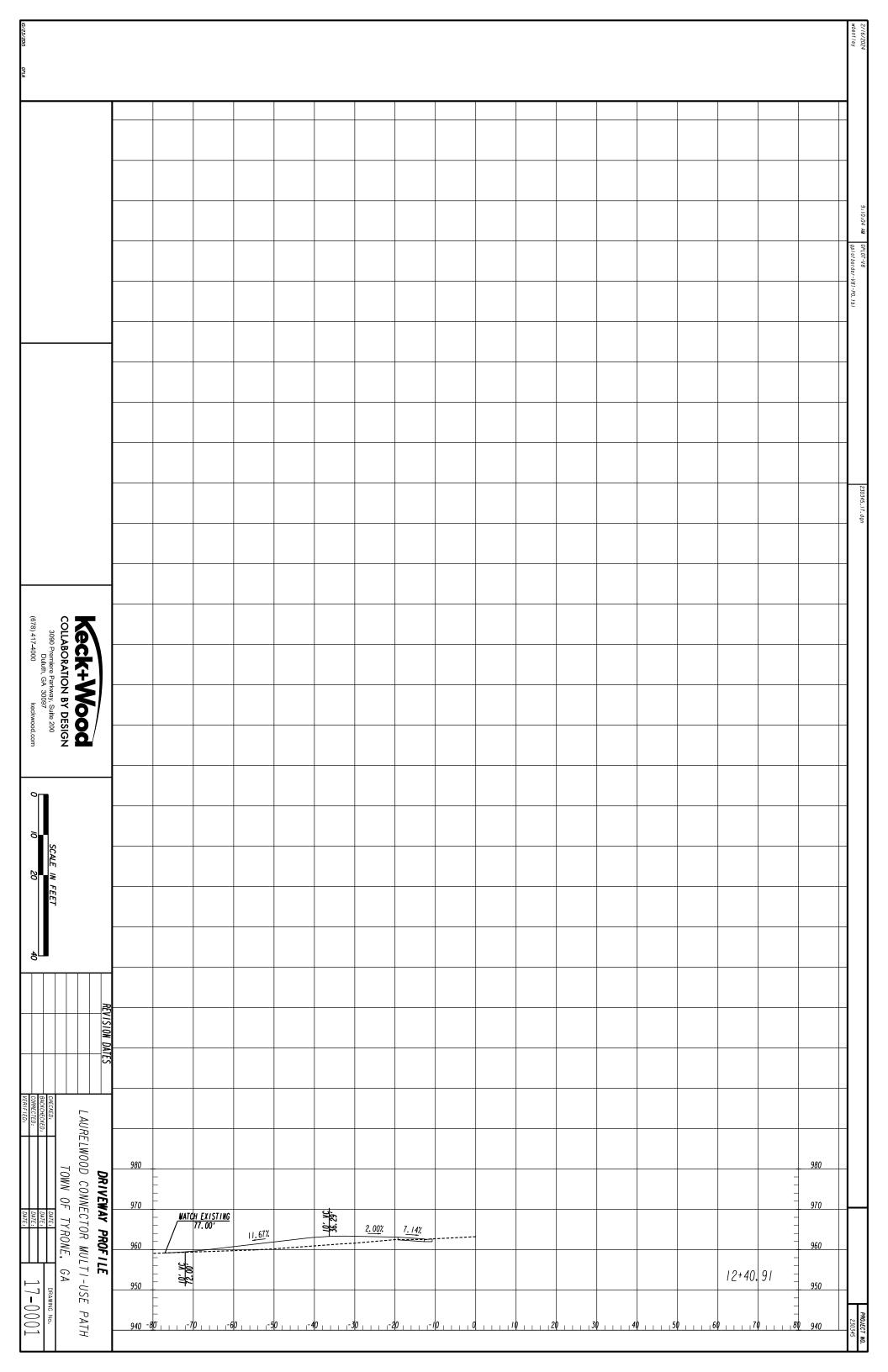
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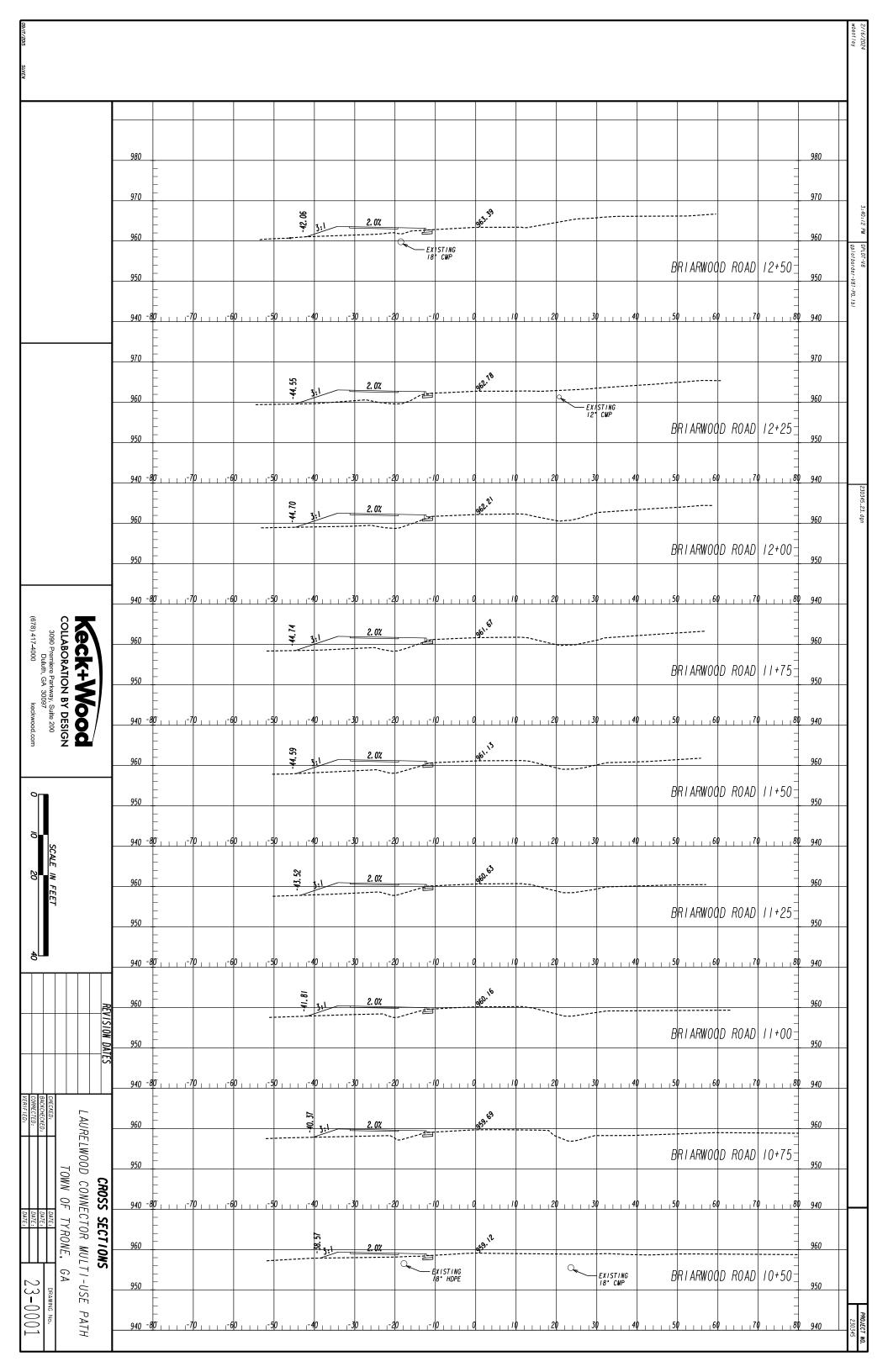
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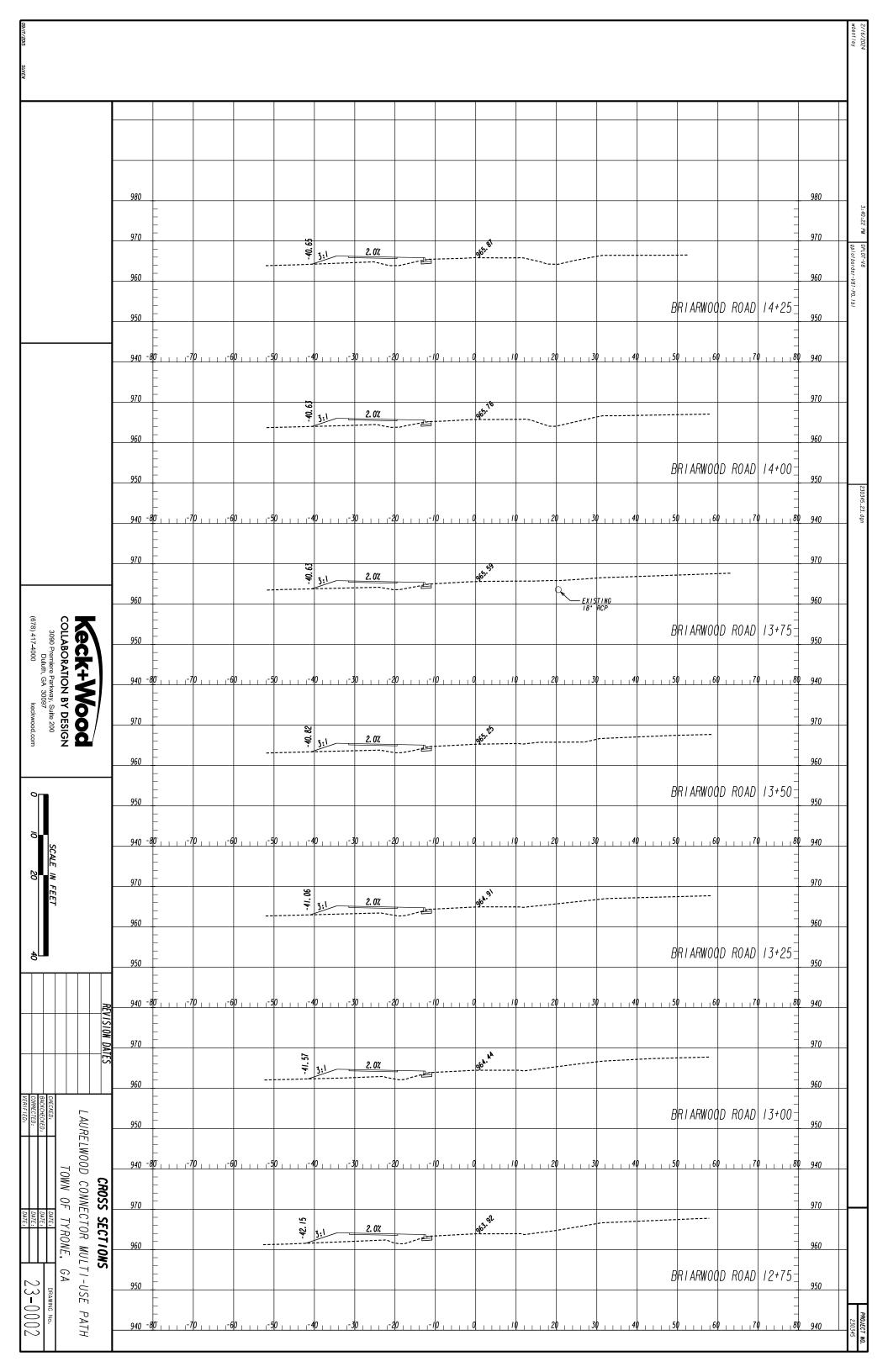


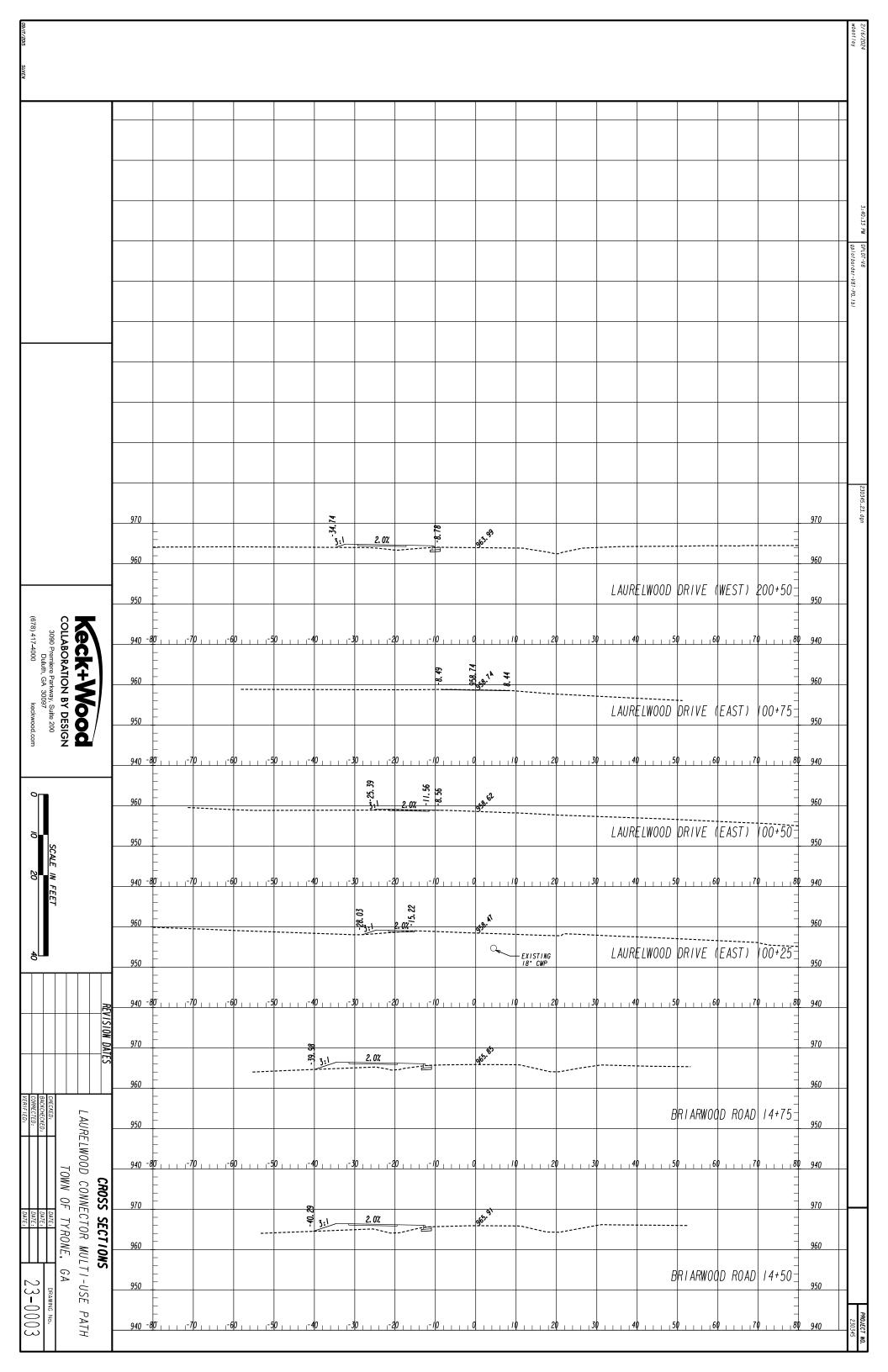


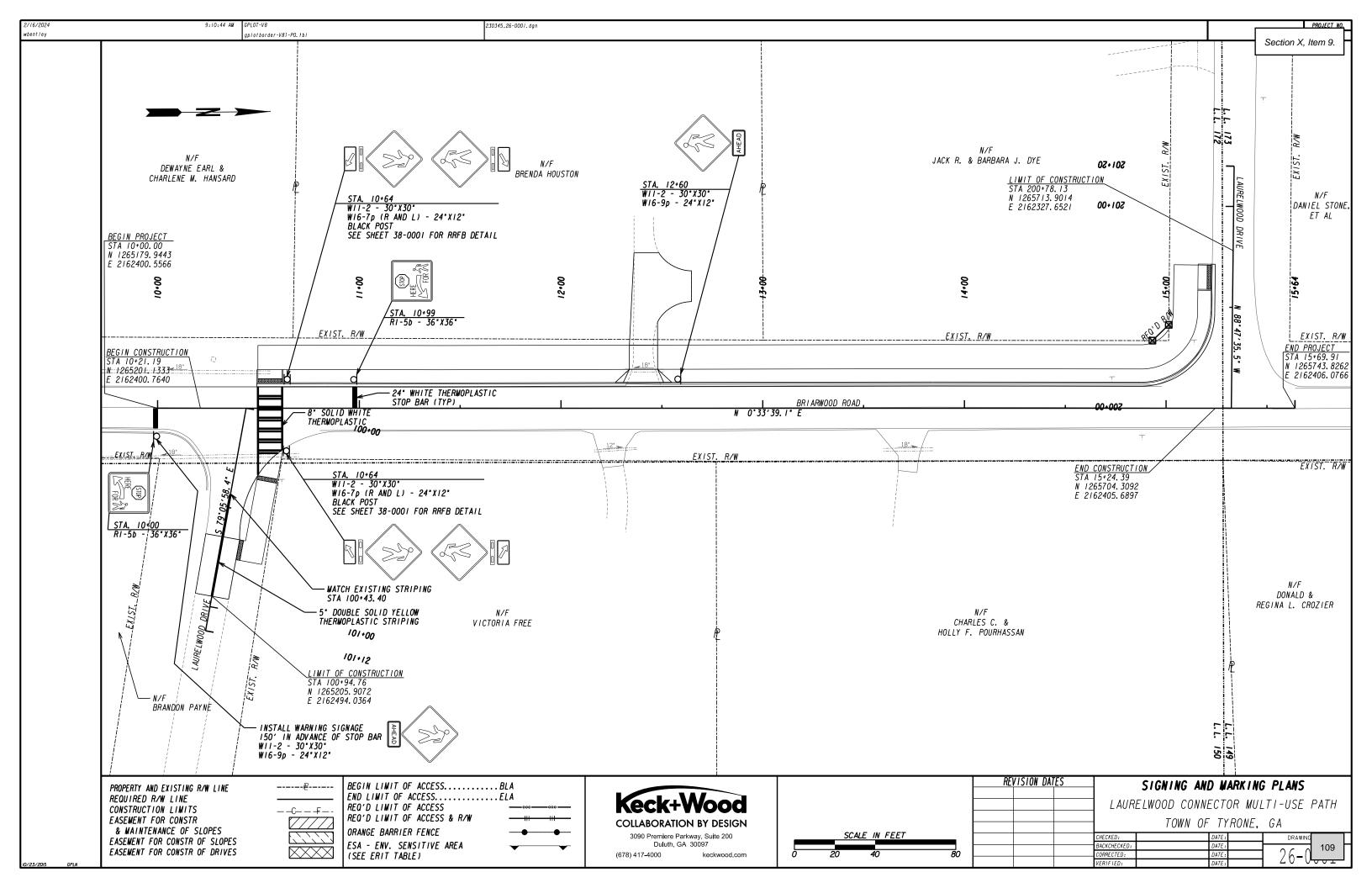


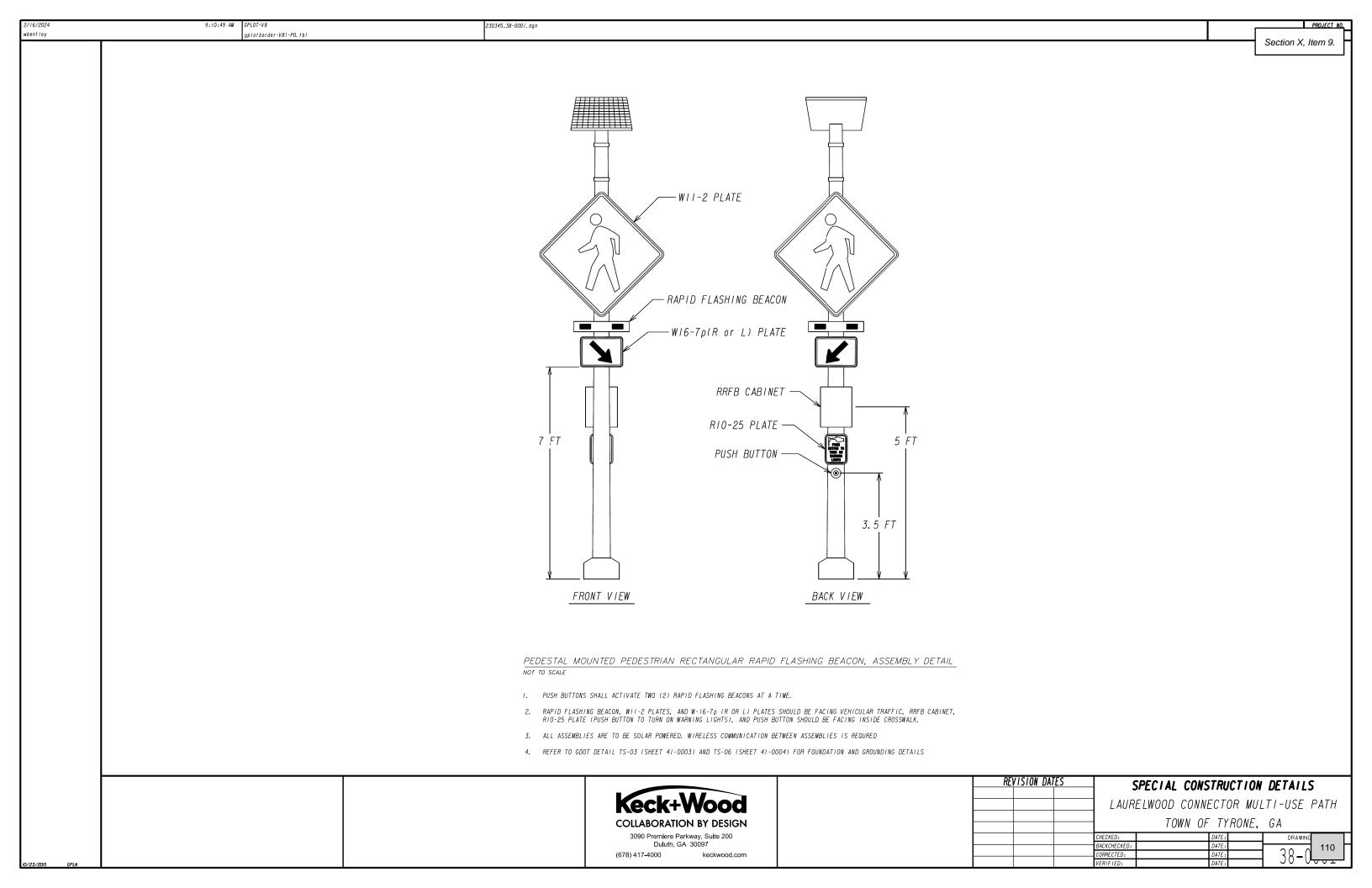


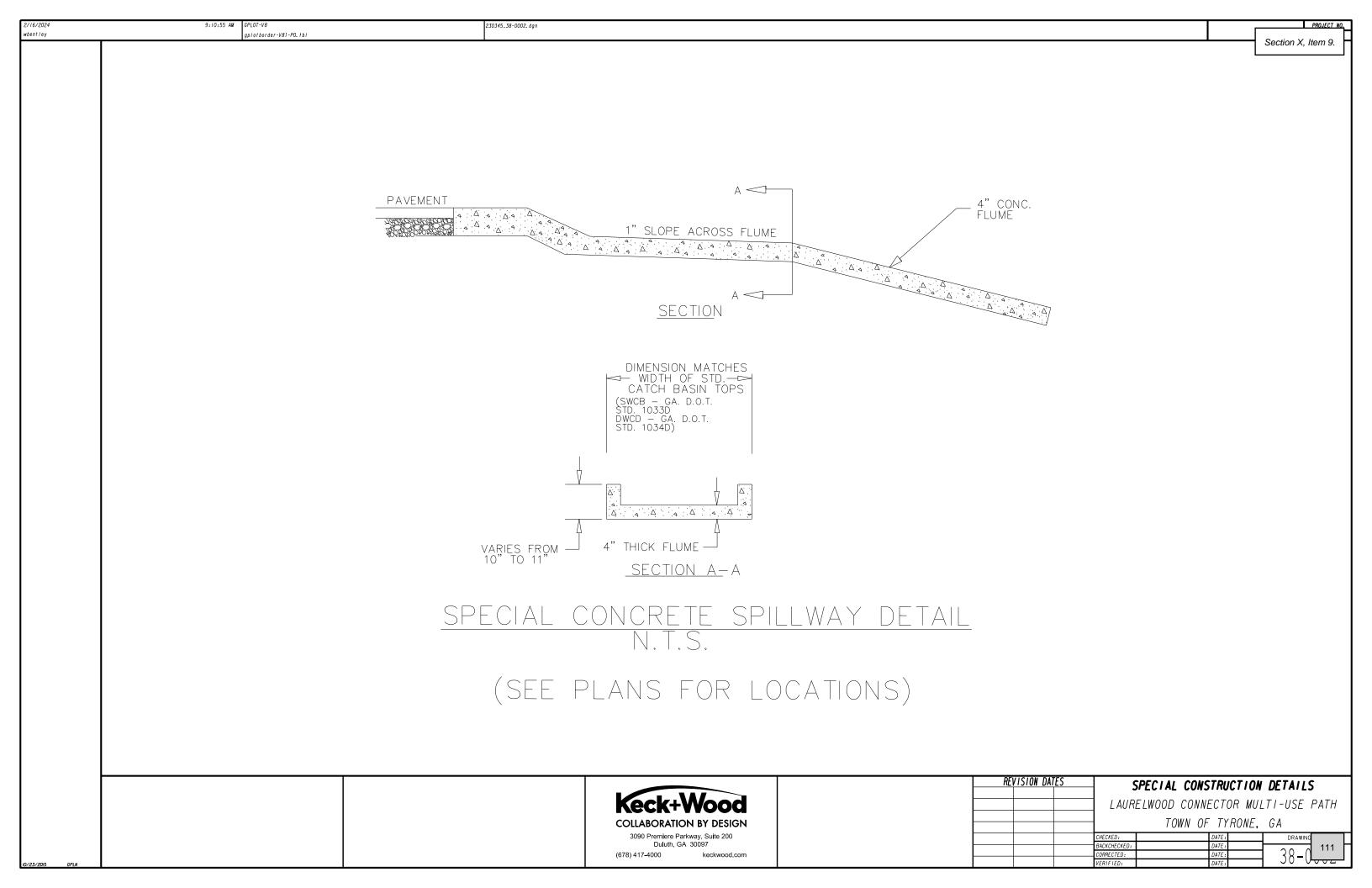


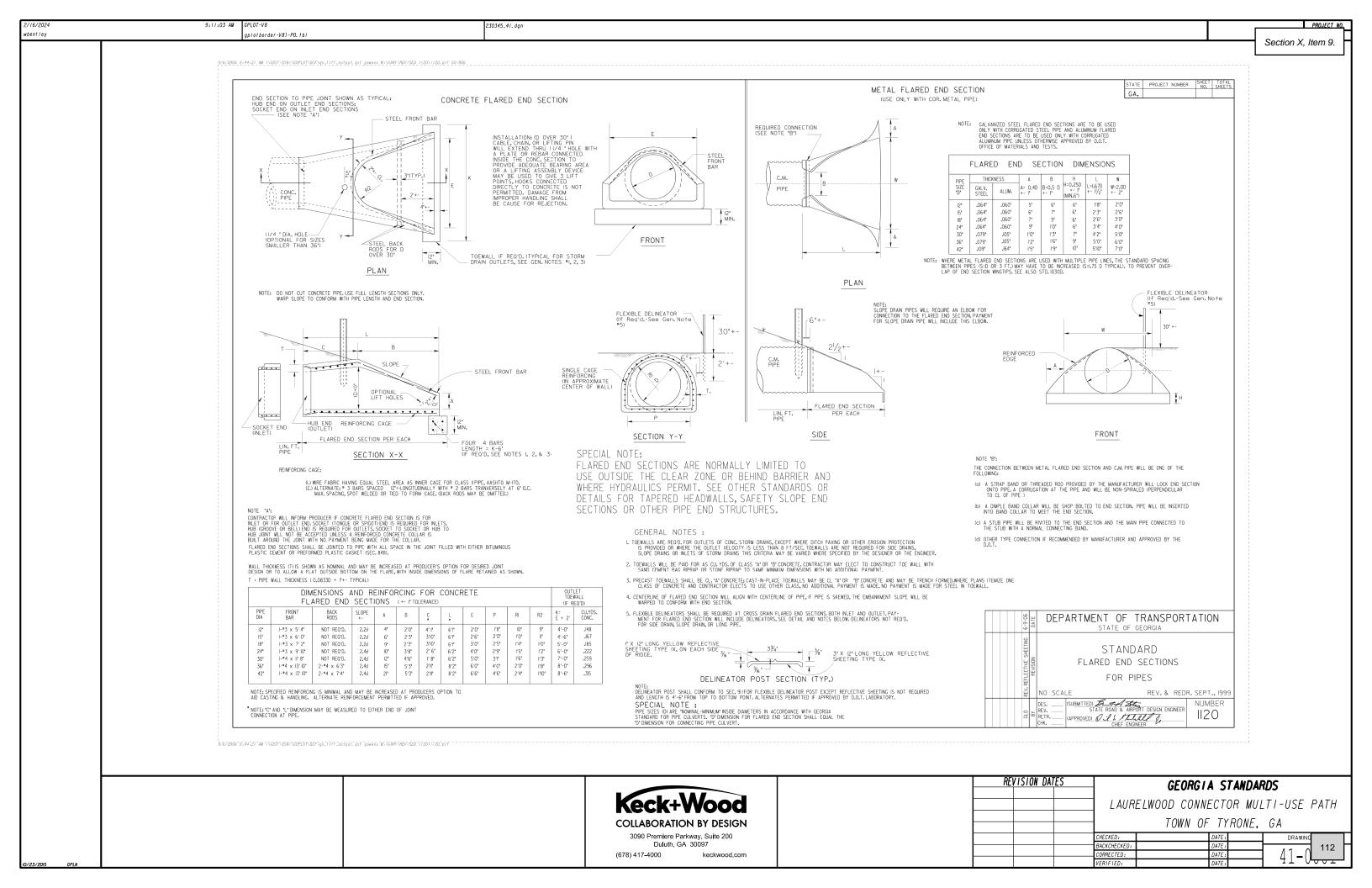


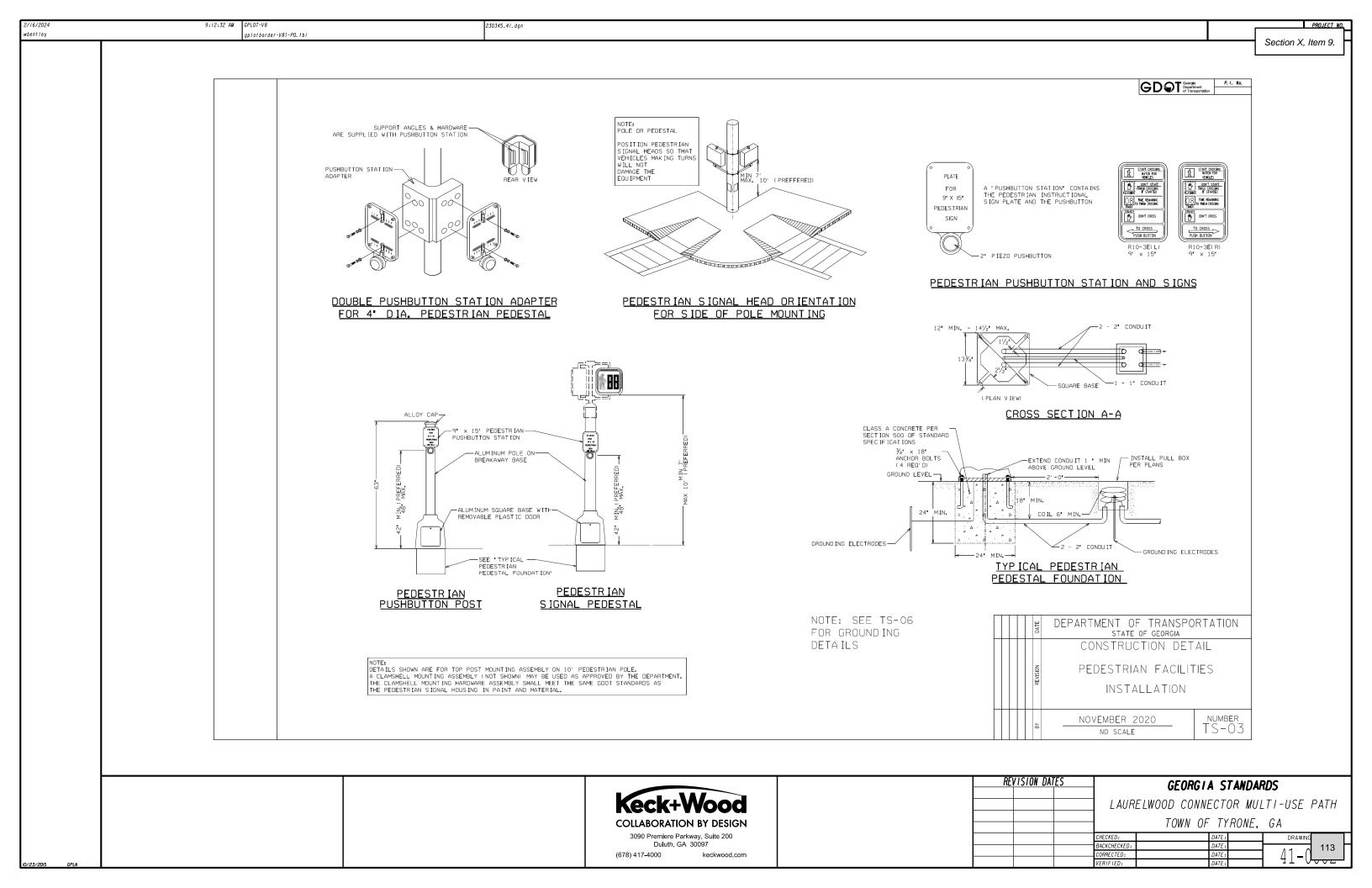


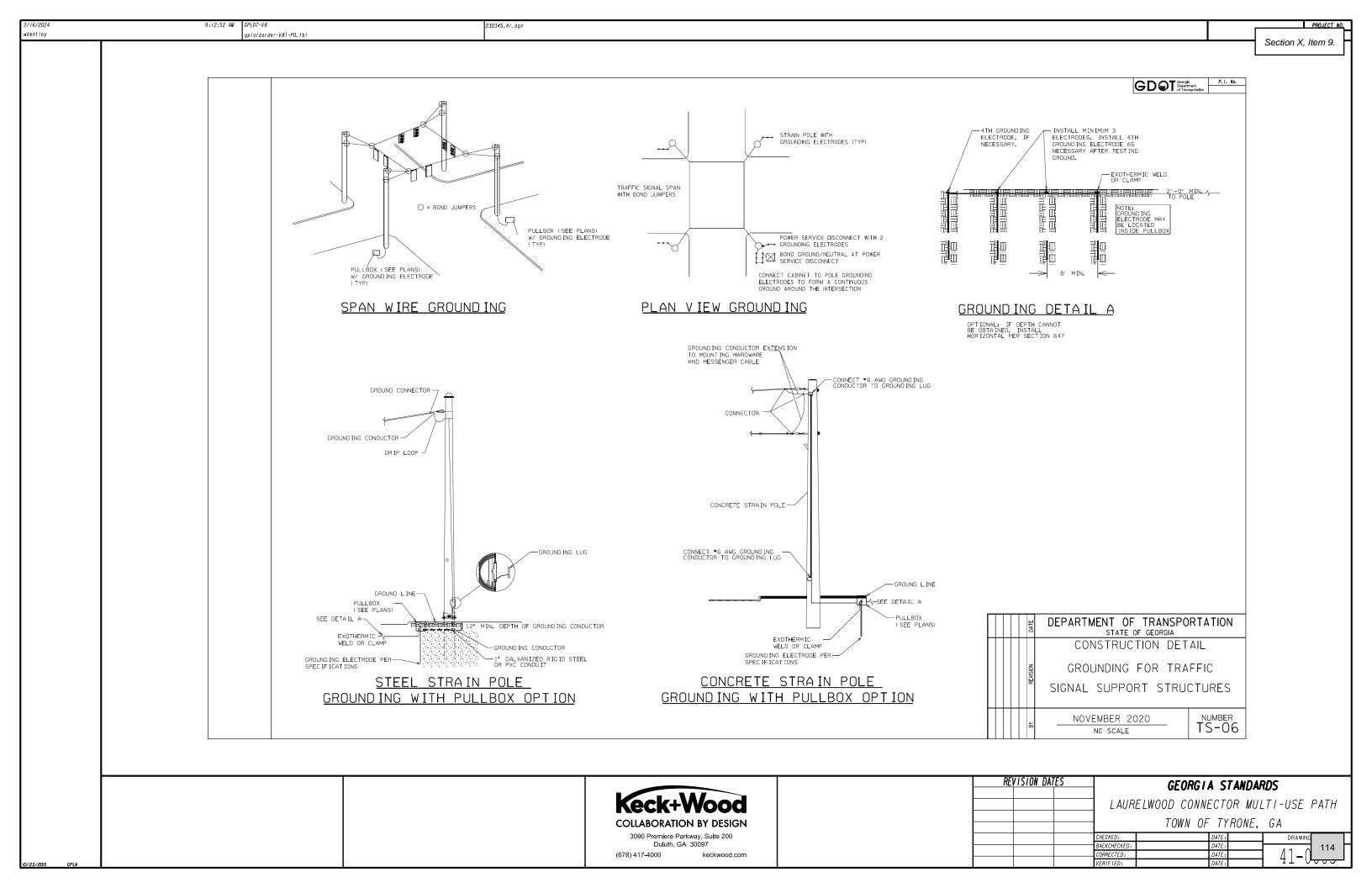






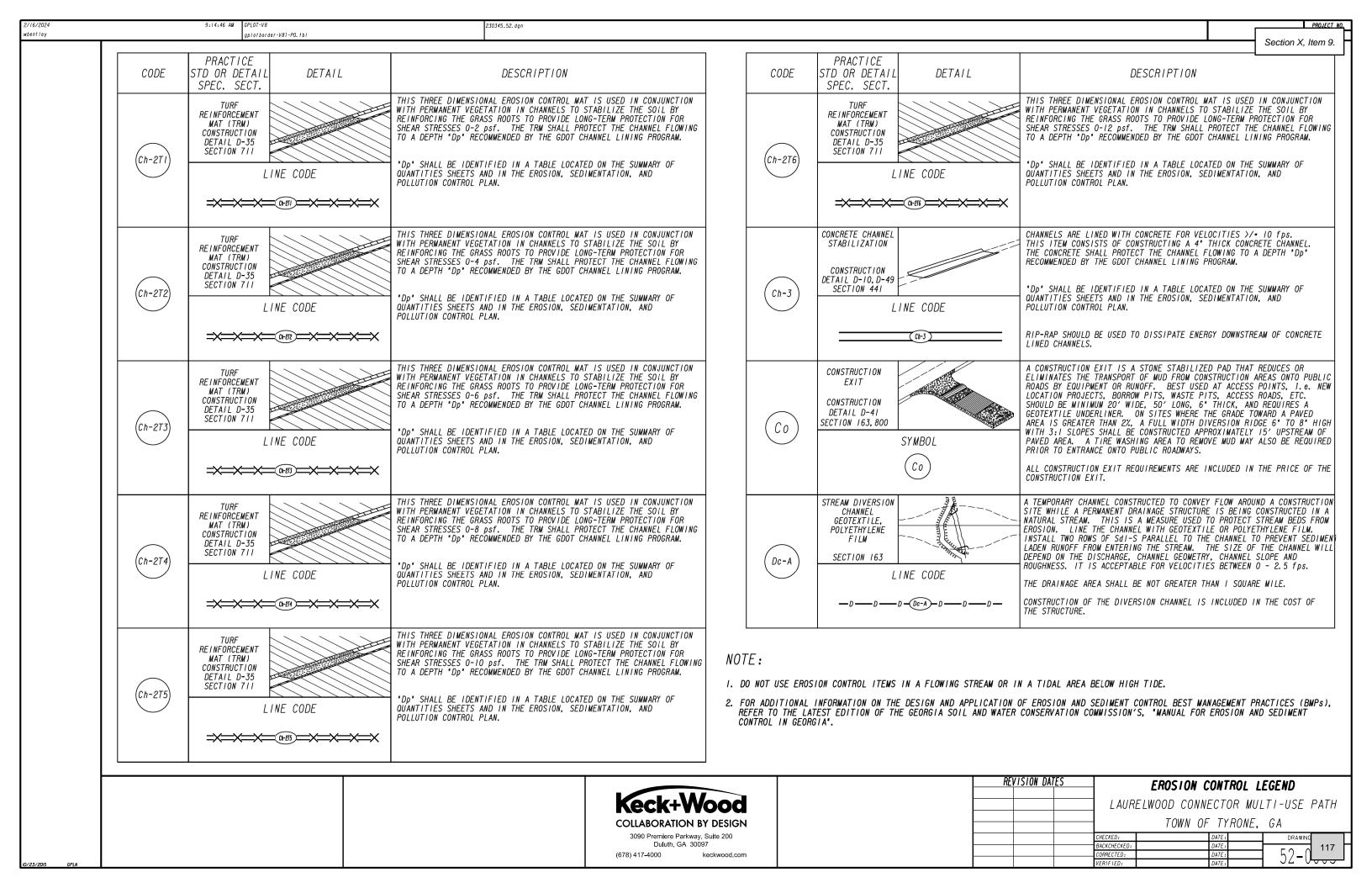


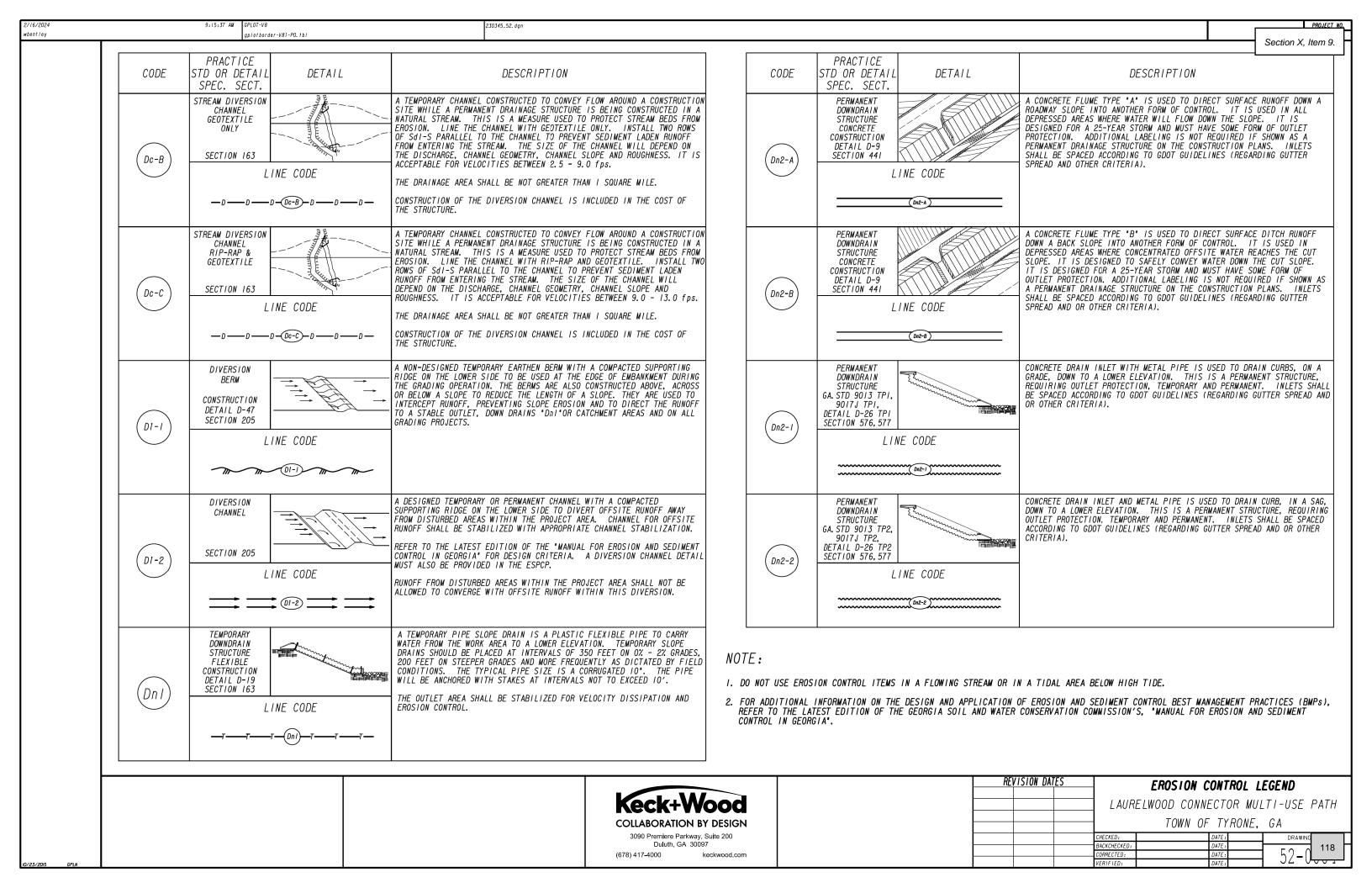




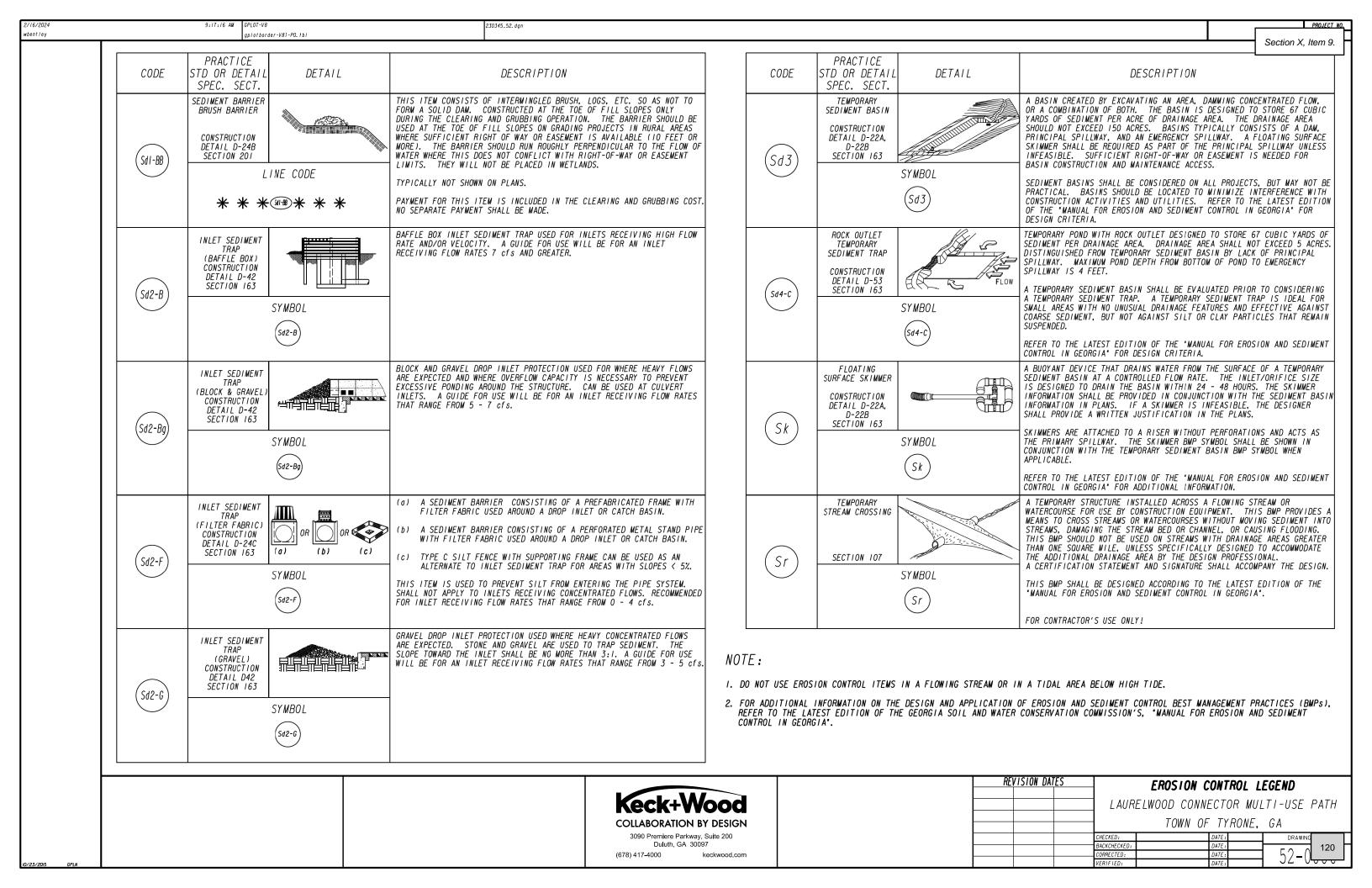
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	CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION		CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION	
		ORANGE BARRIER FENCE LIN	NE CODE	ORANGE BARRIER FENCE DELINEATES ENVIRONME. WHERE THE CONTRACTOR SHALL NOT CLEAR, GRU MATERIALS OR EQUIPMENT WITHIN THIS AREA.	NTALLY SENSITIVE AREAS B, OR PLACE CONSTRUCTION	Ds3	PERMANENT GRASSING SECTION 700	SYMBOL Ds3	THE SOWING OF PERMANENT VEGETATION, SUCH AS GRASS, AREA AND SEASON. PERMANENT VEGETATION SHALL BE USED ON ALL PROJECTS STANDARD SPECIFICATION. THE BMP SYMBOL FOR APPLICABLE AREAS AND/OR A NOTE SON APPLICABLE SHEETS IN SECTION 54.	S ACCORDING TO THE
	ESA	ENVIRONMENTALLY SENSITIVE AREA	SARRIER FENCE NE CODE OSTREAM BUFFER, ETC.	AN ENVIRONMENTALLY SENSITIVE AREA (ESA) CONTRONMENTALLY, CULTURALLY, OR HISTORICA INCLUDE, BUT ARE NOT LIMITED TO: STATE WAS ITES, ARCHAEOLOGICAL SITES, AND PROTECTED HABITATS. IF WORK IS AUTHORIZED IN THIS AREA, THE WAS ACCORDANCE WITH SECTION 107 AND ANY OTHER PROVISIONS AND APPLICABLE PLAN NOTES.	LLY SENSITIVE. ESAS TER BUFFERS, HISTORIC D ANIMAL AND PLANT SPECIES ORK MUST BE PERFORMED IN	Ds4	SODDING CONSTRUCTION DETAIL D-54 SECTION 700, 890	PATTERN DS4	THE INSTALLATION OF A SPECIES OF GRASS SODDING SUITAND SEASON TO PROVIDE IMMEDIATE PERMANENT VEGETATION SODDING MAY BE SHOWN FOR HIGHLY SENSITIVE AREAS, TO AESTHETICS, OR FOR SPECIAL PLANTING REQUIREMENTS OF ENVIRONMENTAL COMMITMENTS OR LANDSCAPING REQUIREMENTS. THE BMP PATTERN FOR APPLICABLE AREAS AND/OR A NOTE INCLUDED ON APPLICABLE SHEETS IN SECTION 54.	ON. TO IMPROVE ON THE BASIS OF ONTS.
	Bf		YMBOL Bf	A STRIP OF UNDISTURBED ORIGINAL VEGETATION EXISTING VEGETATION, OR THE RE-ESTABLISHM SURROUNDING AN AREA OF DISTURBANCE OR BORWETLANDS, LAKES, AND COASTAL WATERS. WHEN NECESSARY, BUFFER ZONES ARE TO BE PREFENCE.		F1-Co		SYMBOL FI-CO LYACRY LAMIDE	FLOCCULANTS AND COAGULANTS ARE USED TO SETTLE SUSPENDENCY METALS, AND HYDROCARBONS (TSS) IN SLOW MOVING CONSTRUCTION SITES FOR WATER CLARIFICATION. ANIONIC POLYACRYLAMIDES (PAM) MAY BE USED IN CONJUIN WITHIN CHANNELS UPSTREAM OF A POST-CONSTRUCTION POISEDIMENT BASIN, OR TEMPORARY SEDIMENT TRAP. FLOCCUENCY BE USED DOWNSTREAM OF AFOREMENTIONED BMPs! FLOCCULANTS/COAGULANTS ARE TO BE SHOWN ON PLANS WITH BMP IF NEEDED. PAYMENT FOR PAM AS A FLOCCULANT WILL THE PRICE FOR THE INSTALLATION AND/OR MAINTENANCE COUSED IN CONJUNCTION WITH. NO SEPARATE PAYMENT WILL	IG RUNOFF FROM INCTION WITH BMPS IND, TEMPORARY FULANTS SHALL NOT TH APPLICABLE LL BE INCLUDED IN OF THE BMP IT IS
	Ds I	SECTION 163	YMBOL Ds I	THIS IS AN APPLICATION OF STRAW MULCH USE. AND STABILIZE THE SOIL. IT IS USED TO CO. WHERE PERMANENT VEGETATION IS OUT OF SEAS. STABILIZE AREAS PRIOR TO FINAL GRADING. MULCHING REQUIREMENTS ARE ADDRESSED BY ST. AND/OR THE PROJECT ENGINEER. THE BMP SYMBOL FOR APPLICABLE AREAS AND/OR ON APPLICABLE SHEETS IN SECTION 54.	NTROL EROSION IN AREAS ON OR TO TEMPORARILY ANDARD SPECIFICATIONS	Sb	X.	PATTERN (Sb)	STREAMBANK STABILIZATION IS THE USE OF READILY AVAI PLANT MATERIALS TO MAINTAIN AND ENHANCE STREAMBANKS OR RESTORE AND REPAIR SMALL STREAMBANK EROSION PROBESTREAMBANK STABILIZATION AREAS SHOULD BE SHOWN ON APPLICABLE TO THE PROJECT. REFER TO THE PROJECT'S STREAM BUFFER MITIGATION PLANS FOR PLANT SPECIES, INTERPRETARY OTHER PLANTING DETAILS.	S, OR TO PREVENT, BLEMS. THE PLANS WHEN S STREAM AND
	Ds2		умво <i>L</i> Ds2	THE SOWING OF A QUICK GROWING SPECIES OF AND SEASON. IT IS TYPICALLY USED TO CONTLONGER THAN MULCHING IS EXPECTED TO LAST. TEMPORARY GRASSING SHOULD BE USED ON ALL OSTANDARD SPECIFICATIONS. THE BMP SYMBOL FOR APPLICABLE AREAS AND/OR ON APPLICABLE SHEETS IN SECTION 54.	ROL EROSION IN AREAS PROJECTS ACCORDING TO THE	NOTE: 1. DO NOT USE EROS 2. FOR ADDITIONAL	INFORMATION ON THE ATEST EDITION OF TH	E DESIGN AND APPLICATION	N A TIDAL AREA BELOW HIGH TIDE. OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT P CONSERVATION COMMISSION'S, "MANUAL FOR EROSION AI	PRACTICES (BMPs), ND SEDIMENT
10/23/20/5 GPUN					COLLABORATION BY 3090 Premiere Parkway, Duluth, GA 3009 (678) 417-4000	/ DESIGN Suite 200		REV	EROSION CONTROL LAURELWOOD CONNECTOR MU TOWN OF TYRONE, CHECKED: BACKCHECKED: DATE: CORRECTED: VERIFIED: DATE: DATE:	ULTI-USE PATH

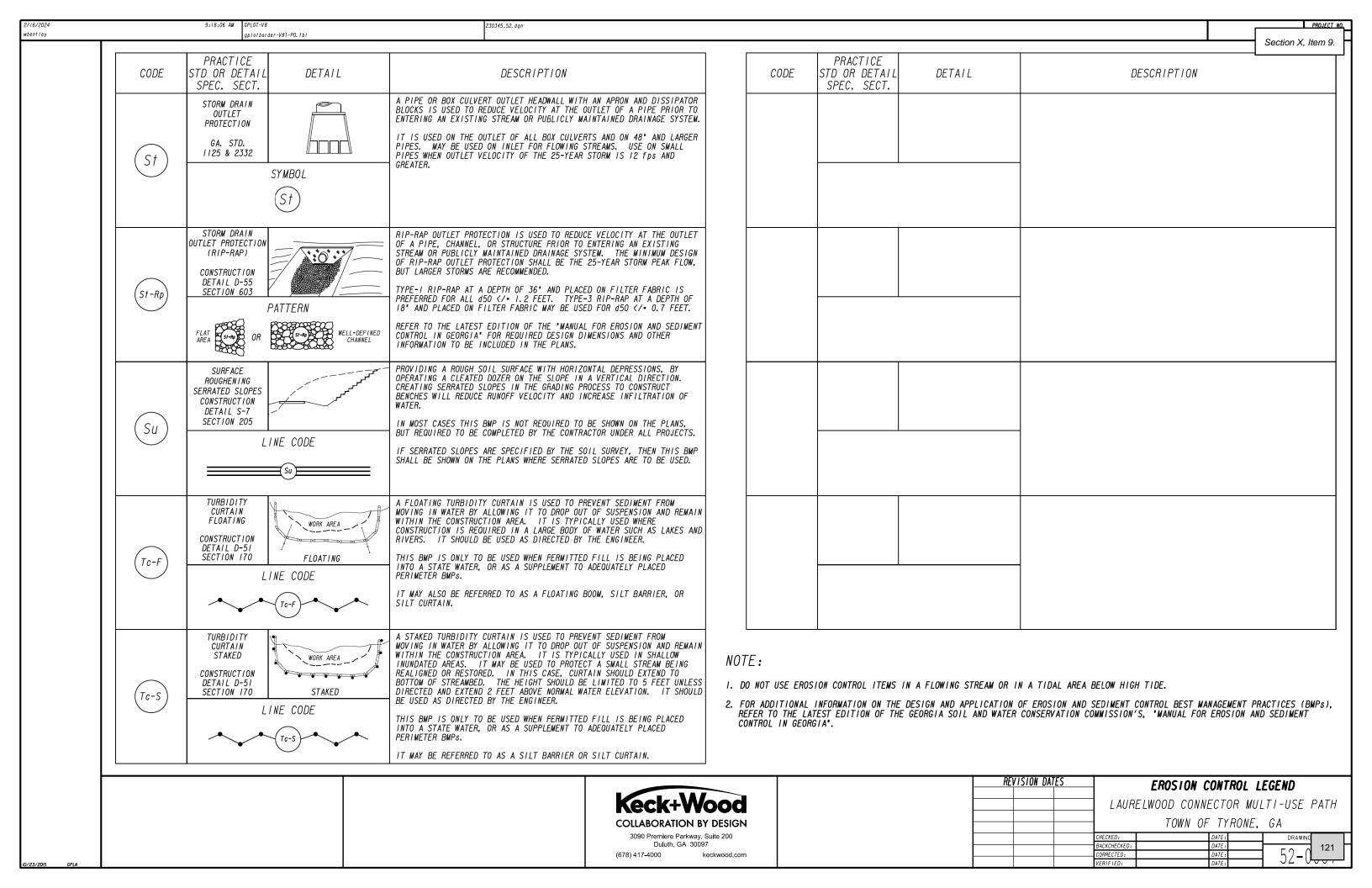
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	Ss	SLOPE STABILIZATION CONSTRUCTION DETAIL D-35 SECTION 716 PATTERN	SLOPE STABILIZATION (EROSION CONTROL MATTING) IS A PROTECTIVE COVERING USED TO PREVENT EROSION AND ESTABLISH TEMPORARY OR PERMANENT VEGETATION ON STEEP SLOPES, SHORE LINES, OR CHANNELS. SLOPE STABILIZATION MAY BE A ROLLED EROSION CONTROL PRODUCT (REOR OR A HYDRAULIC EROSION CONTROL PRODUCT (HECP). SLOPE STABILIZATION SHALL BE USED ON ALL CUT OR FILL SLOPES OF 2.5:1 OR STEEPER AND WITHIN 50 FEET OF ALL CROSS DRAINS AND CULVERTS. NOTE: ONLY COCONUT FIBER BLANKET OR WOOD FIBER BLANKET SHALL BE USED AS SLOPE STABILIZATION WITHIN BUFFERED AREAS.	CP)	(Cd-S)	STONE CHECK DAM OR SANDBAG CHECK DAM CONSTRUCTION DETAIL D-56 SECTION 163, 603 SYMBOL Cd-5	STONE CHECK DAMS ARE CONSTRUCTED OF TYPE-3 RIP-RAP WITH GEOTEXT, UNDERLINER. STONE CHECK DAMS ARE PREFERRED IN ROADWAY DITCHES OUTSIDE THE CLEAR ZONE. CONSIDERATION SHOULD BE GIVEN TO USING OTHER APPROPRIATE CHECK DAMS AND/OR BMPS WITHIN THE CLEAR ZONE. SANDBAG CHECK DAMS ARE RECOMMENDED IN CONCRETE LINED CHANNELS FOR TEMPORARY VELOCITY CONTROL ONLY. ENSURE DISCHARGE POINT IS PROPERLY STABILIZED AND INCLUDE APPROPRIATE BMPS FOR SEDIMENT STORAGE UPSTREAM AND/OR DOWNSTREAM OF CONCRETE LINED CHANNELS. IF THIS ITEM IS USED IN AN AREA WITH FLOWS GREATER THAN 2.0-CFS WITHOUT A SEDIMENT BASIN, A MINIMUM OF ONE ROCK FILTER DAM SHALL USED AT THE DOWNSTREAM DISCHARGE POINT.
	Tac	SECTION 163, 700, 895 SYMBOL Tac POLYACRY LAMIDE	TACKIFIERS HYDRATE IN WATER AND READILY BLEND WITH OTHER SLURRY MATERIALS AND ARE USED TO TIE-DOWN FOR SOIL, COMPOST, SEED, STRAHAY OR MULCH. TACKIFIERS REQUIREMENTS, SUCH AS ANIONIC POLYACRYLAMIDES (PAM) A ADDRESSED BY STANDARD SPECIFICATIONS AND ARE NOT TYPICALLY SHOWN THE PLANS. PAM IS TYPICALLY USED BY THE CONTRACTOR FOR TEMPORAR OR PERMANENT GRASSING. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIM CONTROL IN GEORGIA" FOR CRITERIA.	RE ON Y	(Ch-1)	VEGETATED CHANNEL STABILIZATION SECTION 700 LINE CODE	A NEW OR EXISTING CHANNEL MAY BE LINED WITH PERMANENT VEGETATION ONLY FOR VELOCITIES UP TO 5.0 fps. THIS MEASURE SHALL BE DESIGNED IN ACCORDANCE WITH THE GDOT CHANNEL LINING DESIGN PROGRADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED. TYPICALLY NOT SHOWN IN PLANS.
	Cd-F	FABRIC CHECK DAM CONSTRUCTION DETAIL D-24D SECTION 171 SYMBOL Cd-F	A CHECK DAM COMPOSED OF SYNTHETIC FIBER FABRIC, WIRE REINFORCED, POST, OVERFLOW WEIR, AND TURF REINFORCEMENT MATTING (TRM) SPLASS PLACED IN DITCHES IN A SPECIAL CONFIGURATION WHICH CONTROLS ENE. DISSIPATION AND FILTRATION OF STORM WATER. SEE CONSTRUCTION DE D-24D FOR ADDITIONAL INFORMATION AND SPACING REQUIREMENTS. THIS ITEM IS SUITABLE FOR USE IN ROADSIDE DITCHES THAT ARE PART OF INFRASTRUCTURE CONSTRUCTION PROJECTS AND WITHIN THE CLEAR ZO. IF THIS ITEM IS USED IN AN AREA WITH FLOWS GREATER THAN 2.0-CFS WITHOUT A SEDIMENT BASIN, A MINIMUM OF ONE ROCK FILTER DAM SHAL USED AT THE DOWNSTREAM DISCHARGE POINT.	MPAD RGY TAIL NE. OR	(Ch-2RI)	CHANNEL STABILIZATION RIP-RAP, TYPE I CONSTRUCTION DETAIL D-49 SECTION 603 LINE CODE	THIS ITEM CONSISTS OF LINING A CHANNEL WITH TYPE I RIP-RAP 24° THICK (UNLESS SPECIFIED OTHERWISE) PLACED ON TOP OF A GEOTEXTIL UNDERLINER. THE RIP-RAP SHALL PROTECT THE CHANNEL FLOWING TO A DEPTH "Dp" RECOMMENDED BY THE GDOT CHANNEL LINING PROGRAM. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED. *Dp" SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF OUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
	(Cd-Fs)	COMPOST FILTER SOCK CHECK DAM CONSTRUCTION DETAIL D-52 SECTION 163 SYMBOL Cd-Fs	A COMPOST FILTER SOCK CHECK DAM IS COMPOSED OF A PHOTODEGRADABLE BIODEGRADABLE KNITTED MESH MATERIAL CONTAINING A WEED FREE FILLE MATERIAL DERIVED FROM A WELL-DECOMPOSED SOURCE OF ORGANIC MATTER THEY SHALL BE PROPERLY STAKED FOR DITCH APPLICATIONS. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIM CONTROL IN GEORGIA" FOR MATERIAL SPECIFICATIONS. IF THIS ITEM IS USED IN AN AREA WITH FLOWS GREATER THAN 2.0-CFS WITHOUT A SEDIMENT BASIN, A MINIMUM OF ONE ROCK FILTER DAM SHALL USED AT THE DOWNSTREAM DISCHARGE POINT.	ER R. MENT OR	(Ch-2R3)	CHANNEL STABILIZATION RIP-RAP, TYPE 3 CONSTRUCTION DETAIL D-49 SECTION 603 LINE CODE	THIS ITEM CONSISTS OF LINING A CHANNEL WITH TYPE 3 RIP-RAP 24* THICK (UNLESS SPECIFIED OTHERWISE) PLACED ON TOP OF A GEOTEXTI UNDERLINER. THE RIP-RAP SHALL PROTECT THE CHANNEL FLOWING TO A DEPTH 'Dp' RECOMMENDED BY THE GDOT CHANNEL LINING PROGRAM. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED. *Dp' SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF OUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
	Сд-НЬ	BALED STRAW CHECK DAM CONSTRUCTION DETAIL D-52 SECTION 163 SYMBOL Cd-Hb	A BALE STRAW CHECK DAM IS COMPOSED OF BALES PREFERABLY BOUND WIT WIRE OR NYLON INSTEAD OF TWINE. BALES SHOULD BE PLACED IN ROWS BALE ENDS TIGHTLY ABUTTING ADJACENT BALES. THE DOWNSTREAM ROW OF BALES SHALL BE PLACED IN A TRENCH TO ALLOW THE TOP OF THE BALES LONG, WIDE SIDE TO BE LEVEL WITH THE GROUND AS A NON-ERODIBLE SPAD. PROPER STAKING IS ALSO REQUIRED FOR DITCH APPLICATIONS. IF THIS ITEM IS USED IN AN AREA WITH FLOWS GREATER THAN 2.0-CFS WITHOUT A SEDIMENT BASIN, A MINIMUM OF ONE ROCK FILTER DAM SHALL USED AT THE DOWNSTREAM DISCHARGE POINT.	WITH SPLASH I. DO OR OR BE REFE	NOT USE EROS	TEST EDITION OF THE GEORGIA SOIL AND WATE	IN A TIDAL AREA BELOW HIGH TIDE. N OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BM ER CONSERVATION COMMISSION'S, "MANUAL FOR EROSION AND SEDIMENT
2015 GPUN			COLLABORATIO 3090 Premiere Par Duluth, GA (678) 417-4000	ON BY DESIGN rkway, Suite 200		RI	EVISION DATES EROSION CONTROL LEGEND LAURELWOOD CONNECTOR MULTI-USE IN TOWN OF TYRONE, GA CHECKED: DATE: DATE: DATE: CORRECTED: DATE: D

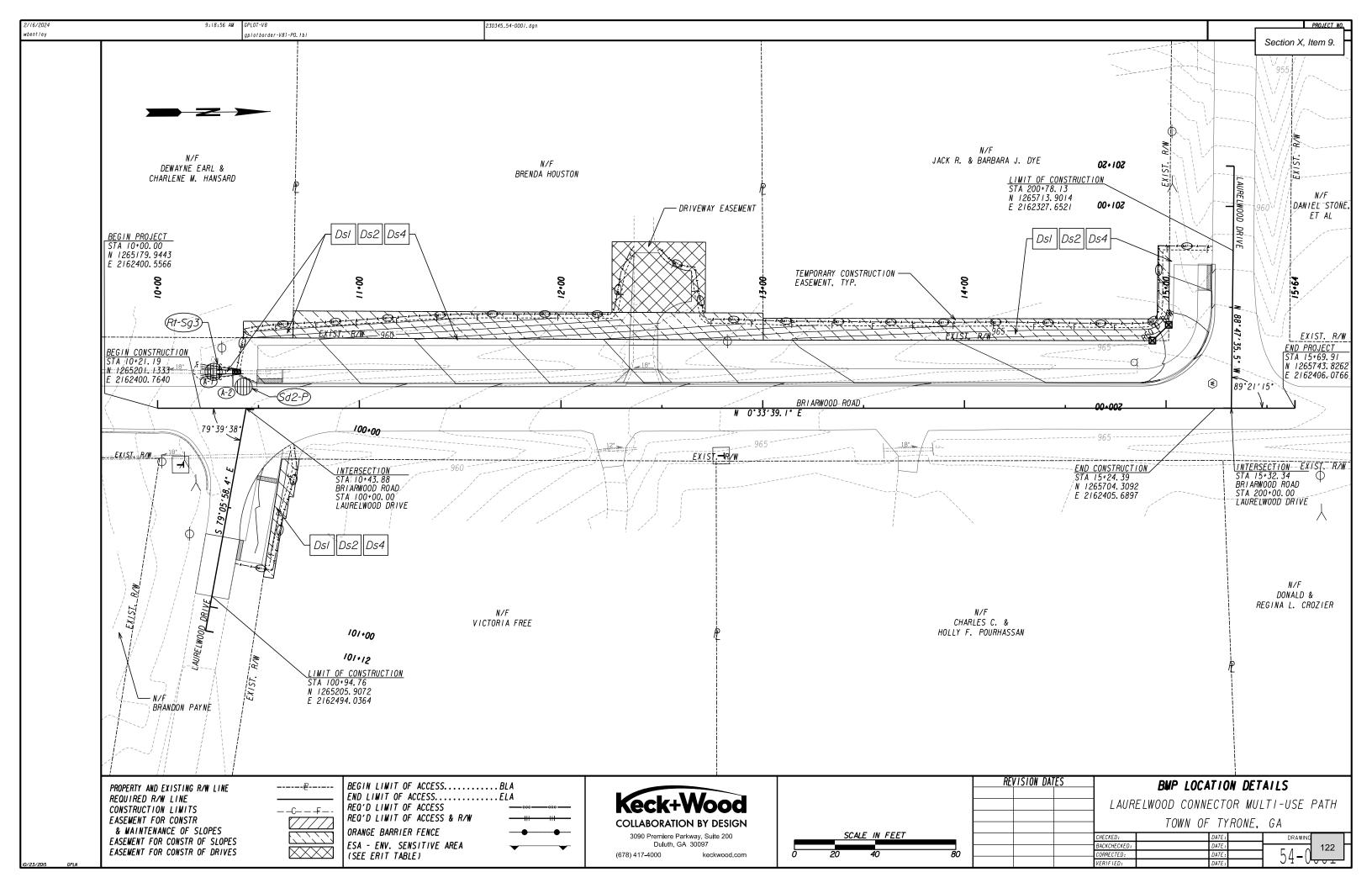


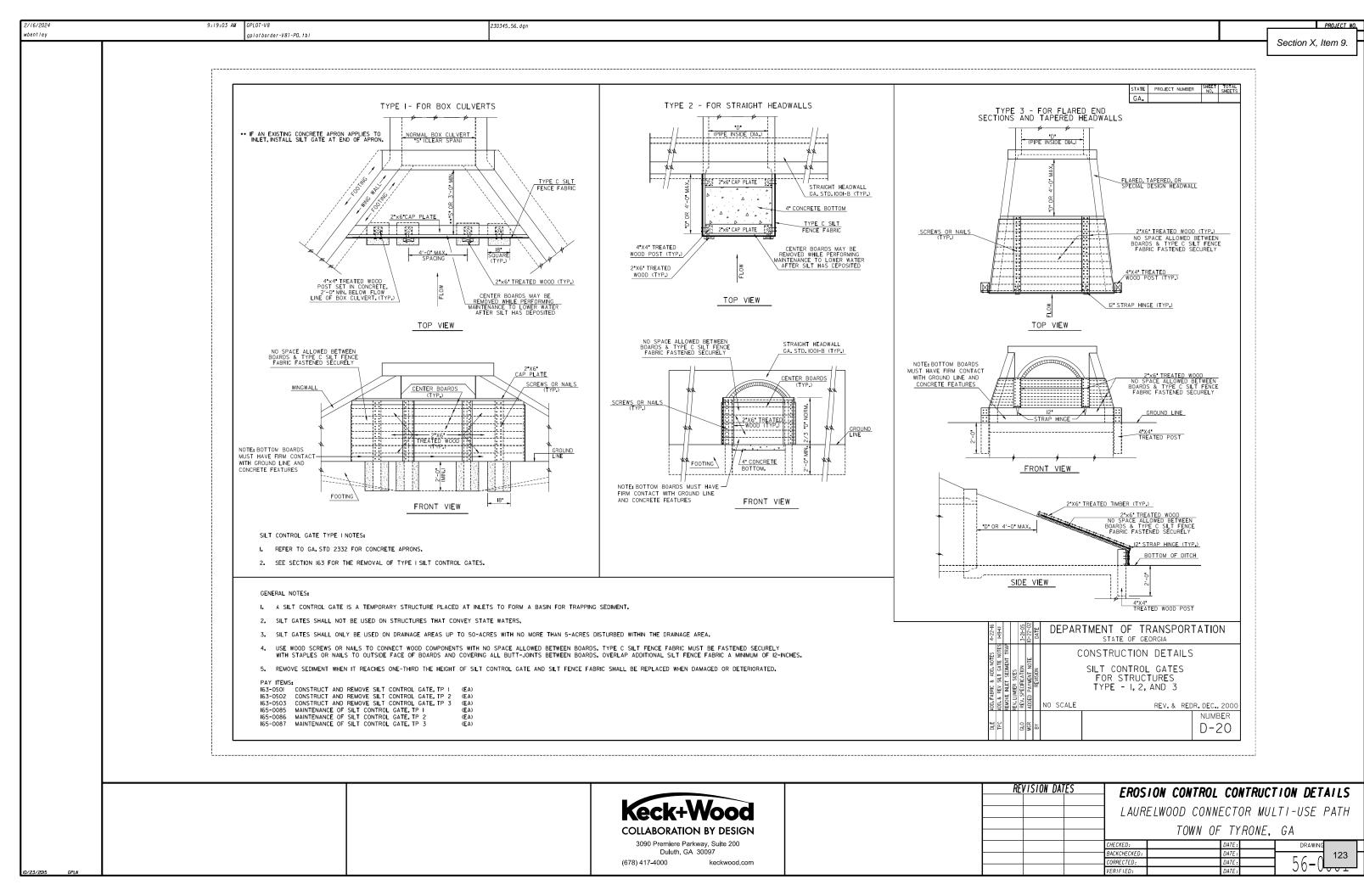


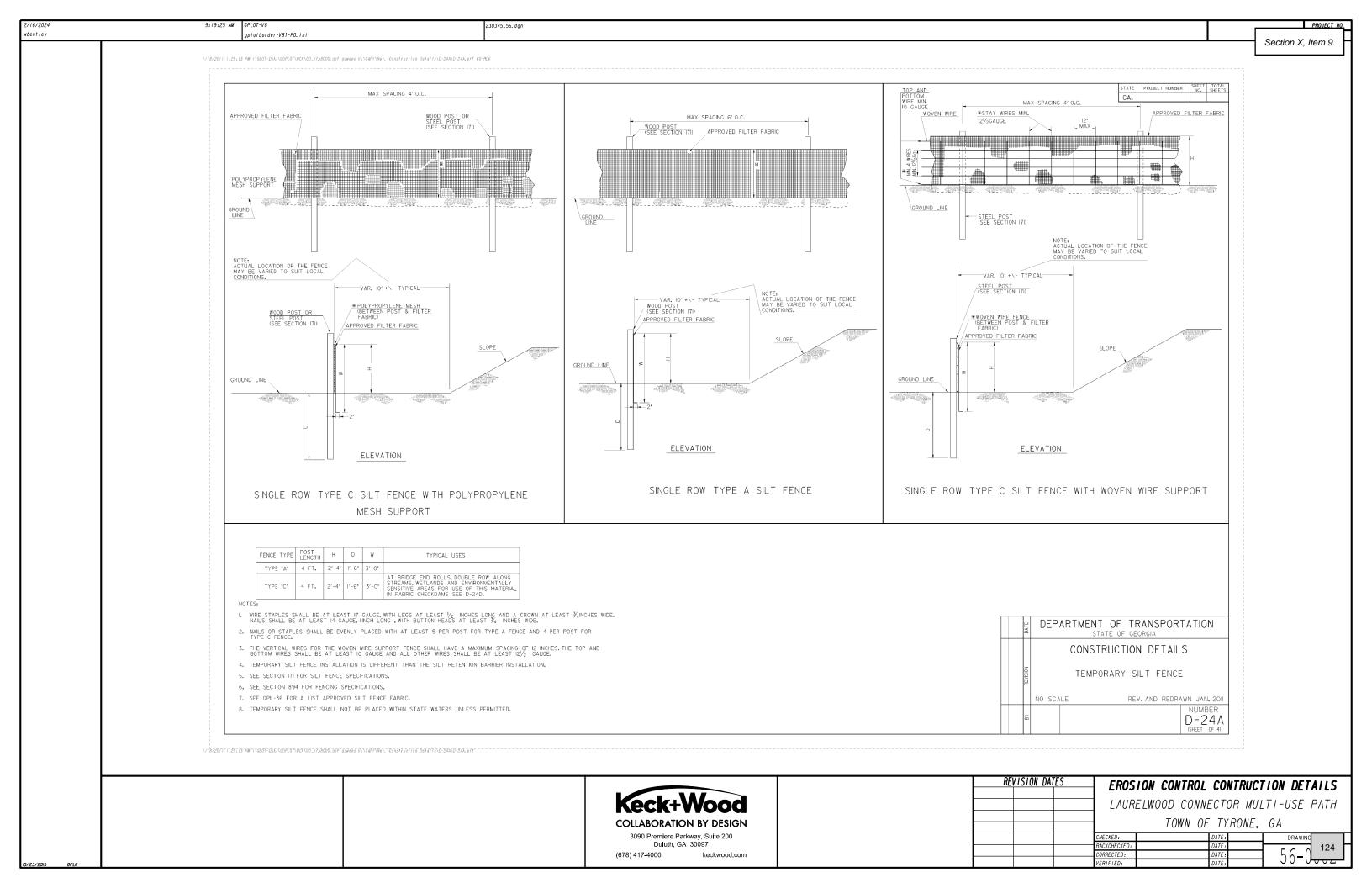
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Fr	CONSTRUCTION DETAIL D-46 SECTION 163 SYMBOL FILTER RING SYMBOL	A TEMPORARY STONE BARRIER CONSTRUCTED AT DRAINAGE STRUCTURE INLETS AND POST-CONSTRUCTION POND OUTLETS. IT REDUCES RUNOFF VELOCITY AND HELPS PREVENT SEDIMENT FROM LEAVING SITE PRIOR TO PERMANENT STABILIZATION OF THE DISTURBED AREA. REFER TO THE LATEST EDITION OF THE 'MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA' FOR ADDITIONAL INFORMATION ON USAGE.	Rt-B	RETROFITTING SLOTTED BOARD DAM CONSTRUCTION DETAIL D-45 SECTION 163 SYMBOL Rt-B	A SLOTTED BOARD DAM CONSISTS OF STONE BOARDS WITH 0.5' - 1.0' SPACING TO SEI FILTER. PERMANENT STORMWATER DETENTION P -DRAINAGE AREA UP TO 100 ACRES -DETENTION BASINS LARGE ENOUGH T SEDIMENT PER ACRE OF DISTURBED ROADWAY DRAINAGE STRUCTURE: -OPEN END PIPES, WINGED HEADWALL WITH DRAINAGE AREA LESS THAN 30 REFER TO THE LATEST EDITION OF THE 'M. CONTROL IN GEORGIA' FOR DESIGN CRITER	RVE AS A TEMPORARY SEDIMENT OND OUTLET: O STORE 67 CUBIC YARDS OF AREA S, OR CONCRETE WEIR OUTLETS ACRES ANUAL FOR EROSION AND SEDIMENT
Rd	ROCK FILTER DAM CONSTRUCTION DETAIL D-43 SECTION 163, 603 SYMBOL	ROCK FILTER DAMS ARE CONSTRUCTED OF TYPE 3 STONE RIP-RAP FACED WITH *57 STONE ON THE UPSTREAM SIDE. THEY ARE PLACED ACROSS DRAINAGEWAYS WHICH DRAIN 50 ACRES OR LESS. GEOTEXTILE UNDERLINER SHALL BE USED WHEN PLACING ROCK FILTER DAMS. THE DAM SHOULD NOT BE HIGHER THAN THE CHANNEL BANKS. ROCK FILTER DAMS SHOULD BE USED IN DITCHES PRIOR TO DISCHARGING INTO STREAMS, WETLANDS, OPEN-WATERS, OR OTHER ESAS.	Rt-Sg1 Rt-Sg2	RETROFITTING SILT CONTROL GATES CONSTRUCTION DETAIL D-20 SECTION 163 SYMBOL Rt-Sg1 Rt-Sg2 Rt-Sg3	A SILT CONTROL GATE CONSISTS OF BOARD: FABRIC TO BE USED FOR TEMPORARY SEDIMI PROJECTS AT THE INLET OF STRUCTURES W ACRES. THE DISTURBED AREA WITHIN THE EXCEED 5 ACRES. SILT CONTROL GATES SI WITH ANOTHER BMP DOWNSTREAM PRIOR TO I DO NOT USE SILT GATES IN STATE WATERS. Rt-Sg1-Type 1: USED ON BOX CULVERTS Rt-Sg2-Type 2: USED ON STRAIGHT HEADW, Rt-Sg3-Type 3: USED ON FLARED END SECTOR	ENT STORAGE ON ROADWAY ITH A DRAINAGE AREA UP TO 50 DRAINAGE AREA SHALL NOT BOULD NOT BE USED ALONE, BUT DISCHARGE LEAVING PROJECT AREA. ALLS
Rd-B)	STONE FILTER BERM CONSTRUCTION DETAIL D-50 SECTION 163, 603 LINE CODE	STONE FILTER BERMS ARE CONSTRUCTED SIMILAR TO ROCK FILTER DAMS FOR A LINEAR APPLICATION. THEY ARE CONSTRUCTED OF TYPE-3 STONE RIP-RAP FACED WITH *57 STONE ON THE UPSTREAM SIDE. GEOTEXTILE UNDERLINER SHALL BE USED WHEN PLACING STONE FILTER BERMS. STONE FILTER BERMS ARE IDEAL ALONG THE PERIMETER FOR SHEET FLOW AND/OR SHALLOW CONCENTRATED FLOW TO A COMMON LOW AREA WHERE PERIMETER SILT FENCE ALONE MAY BE INSUFFICIENT, THERE IS NO WELLDEFINED CHANNEL FOR A STANDARD ROCK FILTER DAM, AND/OR CONSTRUCTING A ROCK OUTLET TEMPORARY SEDIMENT TRAP IS NOT APPLICABLE.	(Sd1-NS)	SEDIMENT BARRIER (NON-SENSITIVE) SILT FENCE TYPE A CONSTRUCTION DETAIL D-24 SECTION 171 LINE CODE ———————————————————————————————————	SEDIMENT BARRIERS MINIMIZE AND PREVENT FLOW FROM LEAVING THE PROJECT AREA BY FILTRATION OF SEDIMENT. SILT FENCE US NOT BE INSTALLED ACROSS CONCENTRATED IN TYPE-A SILT FENCE IS TYPICALLY USED IN SENSITIVE AREAS (ESAS) OR IN AREAS WITH ALONG THE RIGHT-OF-WAY LINE.	CAUSING DEPOSITION AND/OR SED AS PERIMETER CONTROL SHALL FLOW. I NON-ENVIRONMENTALLY TH FILLS LESS THAN 10'.
Rp	SECTION 603 PATTERN Rp	RIP-RAP IS A FLEXIBLE PERMANENT BLANKET FOR PROTECTION OF FILL SLOPES AND BRIDGE END ROLLS. RIP-RAP TYPE-I SHOULD BE PLACED ON TOO OF A GEOTEXTILE UNDERLINER AT A MINIMUM 24" THICKNESS OR AS INDICATED ON THE PLANS. RIP-RAP MAY ALSO BE USED AT DRAINAGE STRUCTURE OUTLETS WITHIN THE RIGHT-OF-WAY. HOWEVER, APPROPRIATE OUTLET PROTECTION SHOULD BE PROVIDED AT OUTFALLS. REFER TO STORM DRAIN OUTLET PROTECTION FOR ADDITIONAL INFORMATION ON USING RIP-RAP AT OUTFALLS.	(SdI-S)	SEDIMENT BARRIER (SENSITIVE) SILT FENCE TYPE C CONSTRUCTION DETAIL D-24 SECTION 171 LINE CODE -c-c-c-suis-c-c-c-	SEDIMENT BARRIERS MINIMIZE AND PREVENTION FLOW FROM LEAVING THE PROJECT AREA BY FILTRATION OF SEDIMENT. SILT FENCE US NOT BE INSTALLED ACROSS CONCENTRATED IT AREAS (ESAS) OR IN AREAS WITH FILLS IN ALL ENVIRONMENTALLY SENSITIVE AREAS (I A DOUBLE-ROW OF TYPE-C SILT FENCE REG, SINGLE-ROW MAY BE USED FOR OTHER APPL IT SHOULD BE PLACED A MINIMUM OF 10' I ALONG THE RIGHT-OF-WAY LINE.	CAUSING DEPOSITION AND/OR SED AS PERIMETER CONTROL SHALL FLOW. N ENVIRONMENTALLY SENSITIVE O' AND GREATER. ESAS) SHALL BE PROTECTED WITH ARDLESS OF FILL HEIGHT. A ICCATIONS.
Rt-P	RETROFITTING PERFORATED HALF-ROUND PIPE CONSTRUCTION DETAIL D-44 SECTION 163 SYMBOL Rt-P	A PERFORATED HALF-ROUND PIPE WITH STONE FILTER PLACED IN FRONT OF A PERMANENT STORMWATER DETENTION POND OUTLET STRUCTURE TO SERVE AS A TEMPORARY SEDIMENT FILTER. SHOULD BE USED ONLY IN DETENTION PONDS WITH LESS THAN 30 ACRES TOTAL DRAINAGE AREA. SHALL ONLY BE USED IN DETENTION BASINS LARGE ENOUGH TO STORE 67 CUBIC YARDS OF SEDIMENT PER ACRE OF DISTURBED AREA. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" FOR DESIGN CRITERIA.	2. FOR ADDITIONAL	L INFORMATION ON THE DESIGN AND APP LATEST EDITION OF THE GEORGIA SOIL A	REAM OR IN A TIDAL AREA BELOW HIGH TIDE. LICATION OF EROSION AND SEDIMENT CONTROL BEST AND WATER CONSERVATION COMMISSION'S, "MANUAL F	MANAGEMENT PRACTICES (BMPs), OR EROSION AND SEDIMENT
/23/2015 GPLN		COLLABORATION B 3090 Premiere Parkway, Duluth, GA 3008 (678) 417-4000	Suite 200		LAURELWOOD COI	CONTROL LEGEND INECTOR MULTI-USE PATH OF TYRONE, GA DATE:

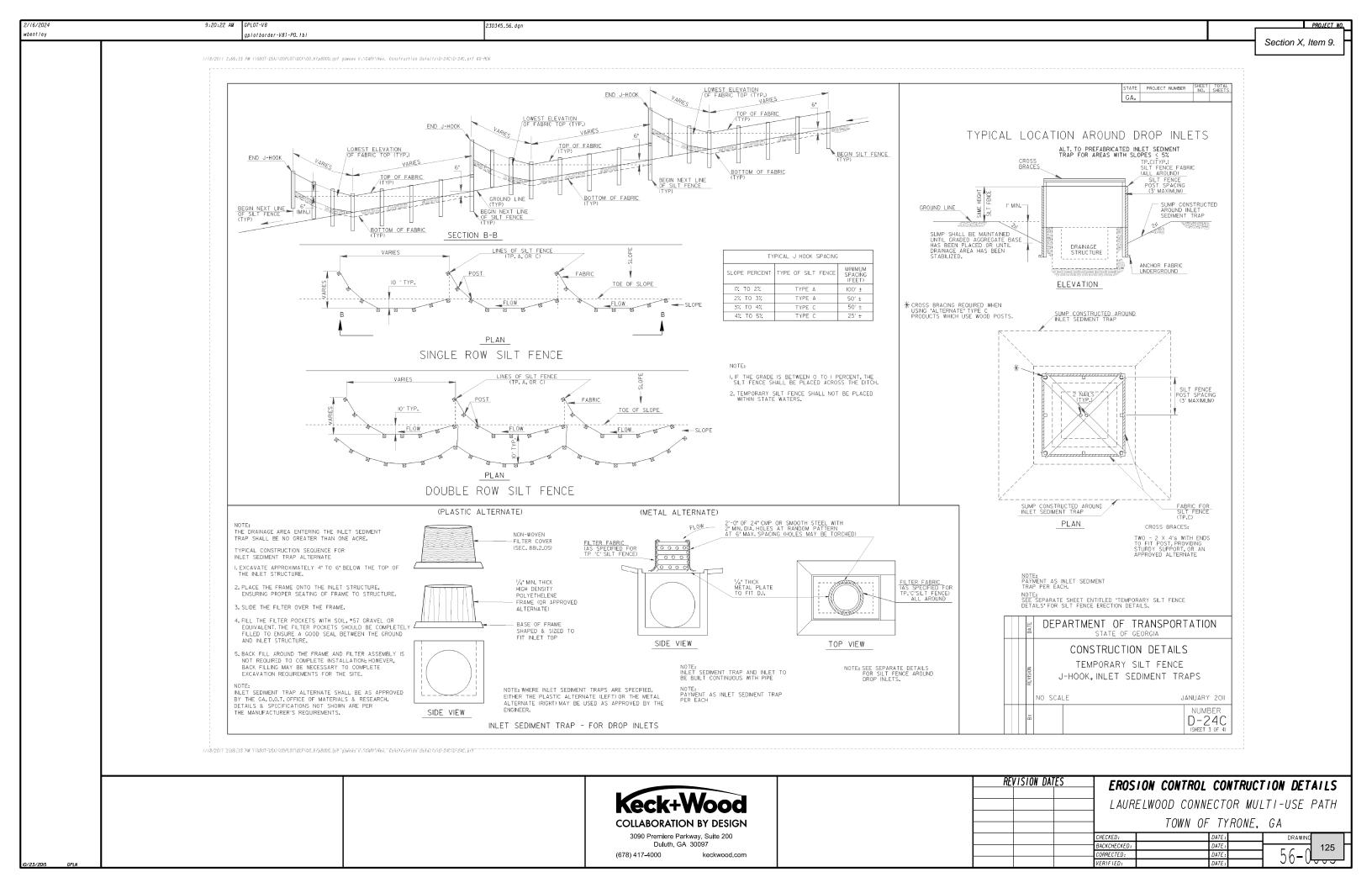


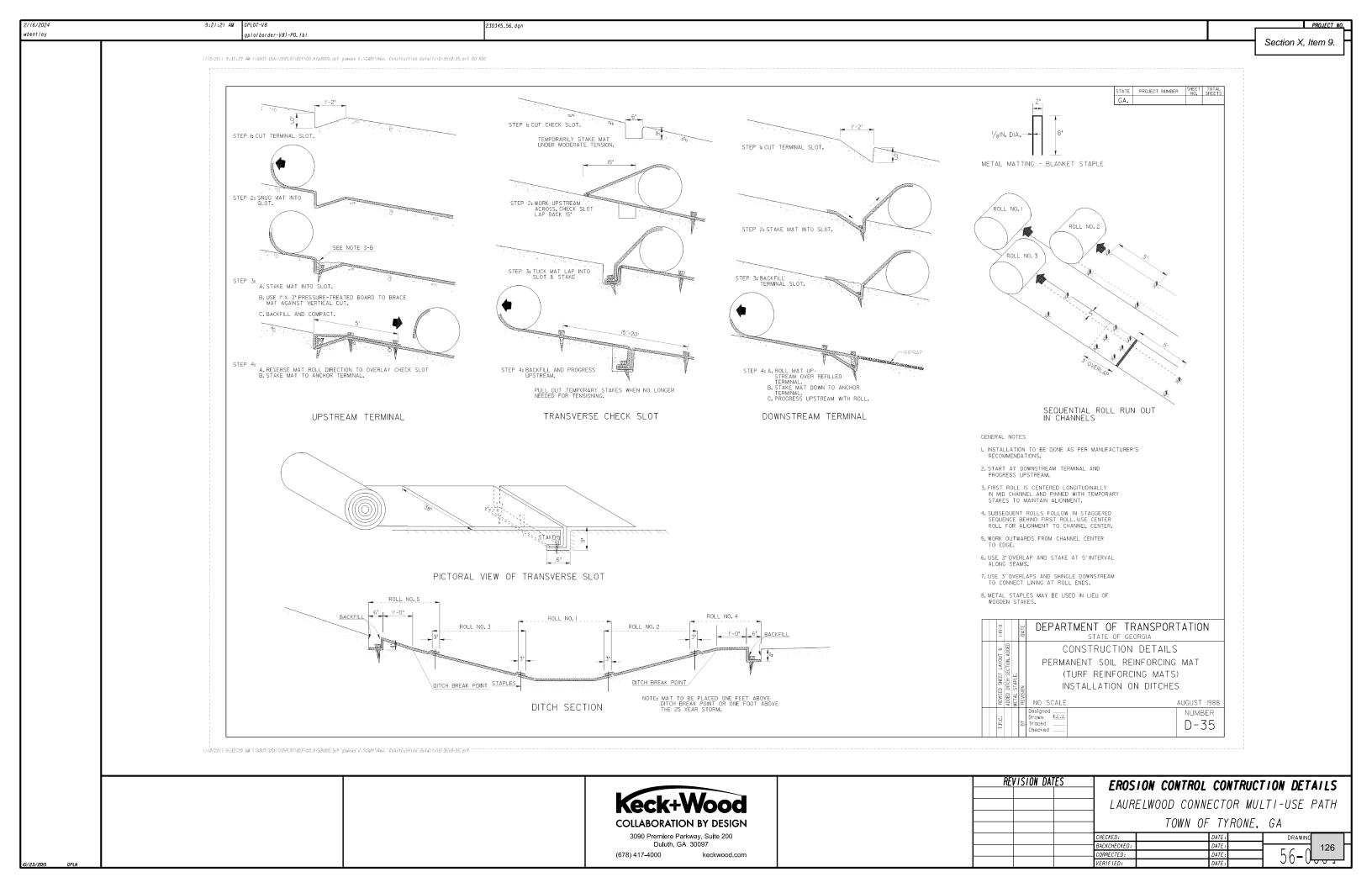


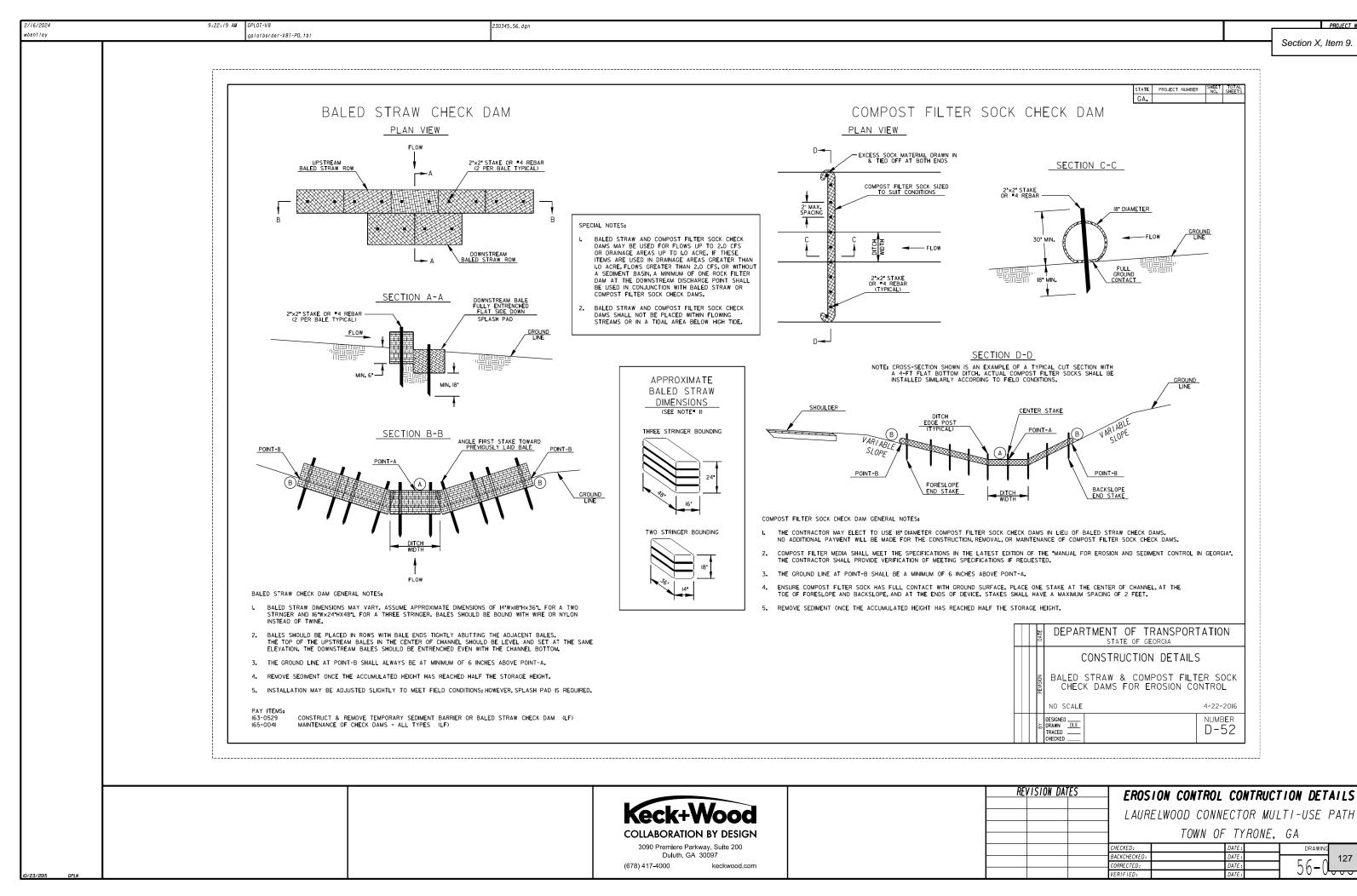












PROJECT NO. 2/16/2024 230345_56. dgn wbentlev aniatharder-VRi-PO thi Section X. Item 9. 2. Wood waste (chips, sawdust or bark) shall be applied at a depth of 2 to 3 inches. Organic material from the clearing stage of development should remain on site, be chipped, and applied as mulch. This method of mulching can greatly seeking greating contraction. DEFINITION DEFINITION SPECIFICATIONS DEFINITION MATERIALS plying plant residues or other suitable materials, oduced on the site if possible, to the soil surface. The establishment of temporary vegetative cover with fast growing seedings for seasonal protection on disturbed or denuded areas. rmanent vegetation using sods on highly erodible or critically eroded lands. is desirable. Sod should be machine cut and contain $3/4^{\circ} \pm 1/4^{\circ}$ of soil, not including shoots Excessive water run-off shall be reduced by properly designed and installed erosion control practices such as closed drains, ditches, dikes, diversions, sediment barriers and others. reduce erosion control costs.
3. Cutback asphalt (slow curing) shall be applied at 1200 CONDITIONS CONDITIONS CONDITIONS or thatch. Sod should be cut to the desired size within $\pm 5\%$. Torn or uneven pads should CONDITIONS

Much or temporary grassing shall be applied to all
exposed areas within 14 days of disturbance. Muich can be
used as a singular erosion control device for up to ax'
months, but is abla be applied at the appropriate depth,
depending to the material tunck, anotheric, and have a
Maintenance shall be applied at the appropriate depth,
depending to the material tunck, anotheric, and have a
Maintenance shall be required to maintain appropriate
depth and 90% cover. Temporary vegetation may be
employed instead of much if the area will remain
undisturbed for jeast than aix months. If an area will remain
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SPECIFICATIONS

MULCHING WITHOUT SEEDING

This standard applies to grades or cleared areas where
aseedings may not have a suitable growing season to
the season area are for for familiar the aix propers at 100.

Label to the season and resued.

Suitable saphial shall be applied to offset the update of
the season area for for familiar the applied to offset the update of
the season area for for familiar the undic gallons per acre (or 1/4 gallon per sq.yd.).

4. Polyethylene film shall be secured over b stockpiled soil material for temporary prote Temporary grassing, instead of mulch, can be applied to rough graded areas that will be exposed for less than six months. Temporary vegetative measures about do coordinated with permanent measures to assure economical and effective stabilization. Most types of temporary vegetation are sloked to use as companion crops until the permanent vegetation is established. his application is appropriate for areas which require immediate vegetative overs, drop inlets, grass swales, and waterways with intermittent flow . No shaping or grading is required if slopes can be stabilized by hand-seeded vegetation or if hydraulic seeding equipment is to be used. CONSTRUCTION SPECIFICATIONS INSTALLATION - Avoid planting wines suspect to tross seems on a variable.

- The soci type should be shown on the plans or installed according to Table 6-6.2. See Figure 6-4.1 for your Resource Area.

Table 6-6.2. Sod Planting Requirements Seedbed Preparation When a hydraulic seeder is used, seedbed preparation is not required. When using conventional or handseeding, seedbed preparation is not required if the soil material is loose and not sealed by rainfall. - Bring soil surface to linal grade. Clear surface of trash, woody debria, stones and clocks larger than 1°. Apply sod to soil surfaces only and not frozen surfaces, or gravet type soils.

- Topsoil properly applied will help guarantee atland. Don't use topsoil recently treated with herbicides or soil sterilants.

- Mix heritizer into soil surface. Fertilize based on soil tests or Table 6-6.1. For fail planting of warm seasons species, half the fertilizer should be applied at SEEDING RATES FOR TEMPORARY SEEDING SPECIES RATE Per 1,000 sq.ft. RATE Per Acre * PLANTING DATES ** Bahiagrass Pensacola P,C Warm Weather Lime and Fertilizer Agricultural lime is required unless soil tests indicate otherwise. Apply agricultural lime at a rate of one ton per acer. Graded areas require lime application. Soils can be tested to determine if fertilizer is needed. On reasionably fertile soils or soil material, fertilizer is not required. For soils with very low lertility, 500 to 700 pounds of 10-10 fertilizer or the equivalent per acre (15-16 fb. 1),000 or, (1), shall be applied. Fertilizer ahould be applied before land preparation and incorproted with at dis. ripper or chiest. P,C Warm Weather Rye 3.9 pounds 3 bu. 9/1-3/1 able 6-6.1. Fertilizer Requirements for Soil Surface Application Centipede Common
Bitterblue C Warm Weather
Raleigh
 Fertilizer Type (lbs/acre)
 Fertilizer Rate (lbs/acre)
 Fertilizer Rate
 Season

 10-10-10
 1000
 .025
 Fall
 Ryegrass 0.9 pound 40 lbs. 8/15-4/1 Annual 0.9 pound 40 lbs. 1/15-3/15 Emerald P,C Warm Weather Site Preparation

1. Grade to permit the use of equipment for applying and anchoring mulch.

2. Install needed erosion control measures as required such as dikes, diversions, berms, terraces and sediment burriers. Weeping 0.4 pound 4 lbs. 2/15-6/15 Lovegrass Tall Fescue Kentucky M-L,P Cool Weather Agricultural lime should be applied based on soil tests or at a rate of 1 to 2 ons per acre. Seeding Losen compact soil to a minimum depth of 3 inches.

In Losen compact soil to a minimum depth of 3 inches.

I Losen compact soil to a minimum depth of 3 inches.

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I Losen conflict inches consideration of the following materials and apply at the deepth indicated:

I Dry strew or hay shall be applied at a depth of 2 to 4 inches providing complete soil coverage. One advantage of this material is easy application.

DISTURBED AREA

STABILIZATION (WITH MULCHING ONLY)

DISTURBED AREA

STABILIZATION (WITH MULCHING ONLY)

DISTURBED AREA

STABILIZATION (WITH MULCHING ONLY)

A provided the survey of the wood waste chips.

I Power the present of the following area of the survey of the Sudangrass 1.4 pounds 60 lbs. 3/1-8/1 Select a grass or grass-legume mixture suitable to the area and season of the year. Seed shall be applied uniformly by hand, cyclone seeder, full, cultipacker seeder, or hydraulic seeder (sure) including seed on dertizer). Prior cultipacker aeeders abould normally place seed one-quarter to one-half inch deep. Appropriate depth of planting is ten times the seed diameter. Soil should be "raked" lightly to cover seed with soil if seeded by hand. MAINTENANCE stallation Browntop 0.9 pound 40 lbs. 4/1-7/15 Lay sod with tight joints and in straight lines. Don't overlap joints. Stagger joints and do not stretch sod.

On slopes steeper than 3:4, sod should be anchored with wooden or biologyradable pins or other approved methods.

Installed sod should be rolled or famped to provide good contact between sod Re-sod areas where an adequate stand of sod is not obtained.
 New sod should be mowed sparingly. Grass height should not be cut less than 2*-3' or a specified.
 Apply one ton of agricultural lime as indicated by soil test or every 4-6 years.
 Fertilize grasses in accordance with soil tests or Table 6-6.3. Wheat 4.1 pounds 3 bu. 9/15-2/1 Unusual site conditions may require heavier seeding rates
 Seeding dates may need to be altered to fit temperture variations and conditions. and soil.

Irrigate sod and soil to a depth of 4' immediately after installation.

Frigate sod and soil to a depth of 4' immediately after installation.

Sod should not be cut or spread in extremely wot or dry weather.

Frigation should be used to supplement rainfall for a minimum of 2-3 weeks. | Table 6-6.3. | Fertilizer Requirements for Sod | Types of Species | Planting Year | Fertilizer | (th-K)c | (ths./acre) | Dressing Nate | (ths./acre) | Dressing Nate | Code | Trist | 6-12-12 | 1500 | 50-140 | Code | Co Mulching Ds4 DISTURBED AREA STABILIZATION (WITH SODDING) Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING) During times of drought, water shall be applied at a rate not causing runoff and erosion. The soil shall be thoroughly wetted to a depth that will insure germination of the seed. Subsequent applications should be made when needed.
 Warm
 First
 6-12-12

 Season
 Second
 6-12-12

 Grasses
 Maintenance
 10-10-10
 REVISION DATES EROSION CONTROL CONTRUCTION DETAILS LAURELWOOD CONNECTOR MULTI-USE PATH TOWN OF TYRONE, GA COLLABORATION BY DESIGN 3090 Premiere Parkway, Suite 200 CHECKED: Duluth, GA 30097 BACKCHECKED: DATE: 128 (678) 417-4000



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular Meeting Date: March 7, 2024 Agenda Item Type: New Business Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to expand sewer from St. Stephens Court to 1130 Senoia Road

BACKGROUND:

The Town was approached by a property owner with a request to expand sewer from the existing manhole at the intersection of St. Stephens Court and Barons Court to 1130/1134 Senoia Road. The sewer main would run from St. Stephens Court along Baron Court approximately 210 LF to a new manhole on the west side of Senoia Road right-of-way, then approximately 600 LF south along the west side of Senoia Road right-of-way to 1130/1134 Senoia Road. The property owner of 1130/1134 Senoia Road has a failing septic tank system and a dentistry office that wishes to expand. The new system would remove 6 septic tanks from the owner's property. All sewer lines outside of the right-of-way at 1130/1134 Senoia Road would be privately owned. The flow from these two properties is estimated at 2,440 gallons per day current average daily flow and 3,180 gallons per day future average daily flow.

FUNDING:

N/A - Paid by developer. Future maintenance cost would be on the Town of Tyrone for the dedicated sewer main in the road right-of-way.

STAFF RECOMMENDATION:

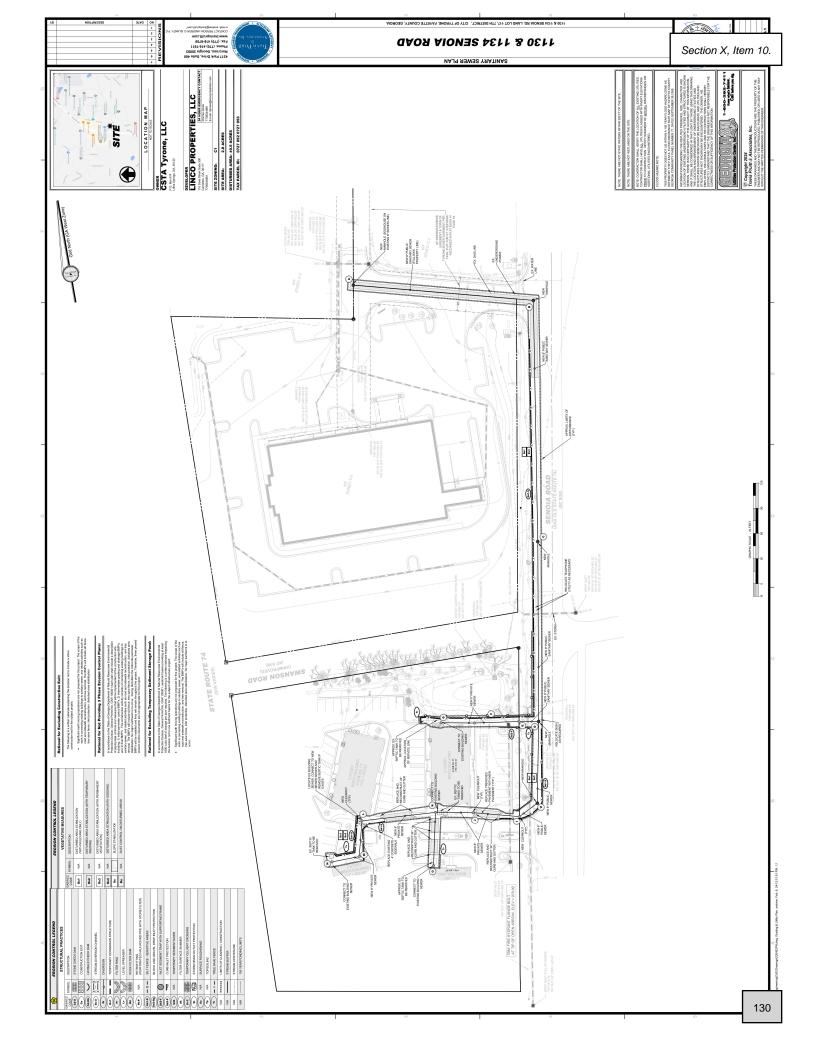
Staff is seeking direction on whether Council wishes to expand the Town's sewer system from St. Stephens Court to 1130/1134 Senoia Road.

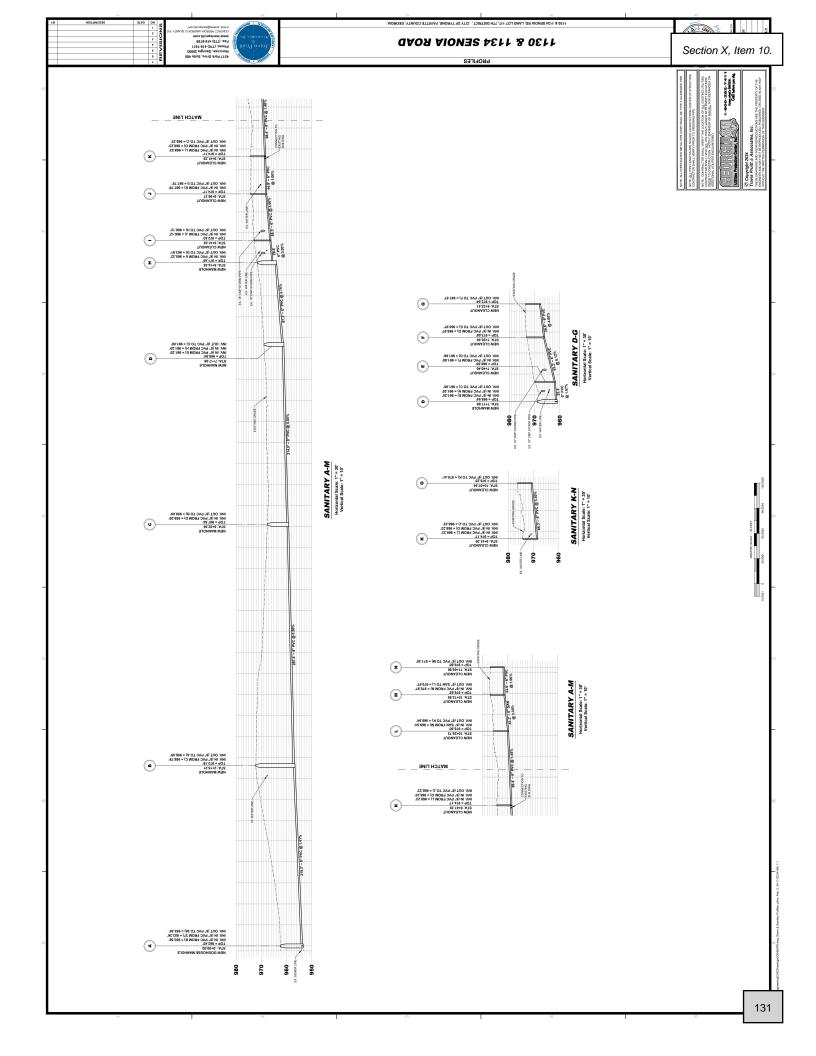
ATTACHMENTS:

Project Schematic Plan

PREVIOUS DISCUSSIONS:

None







AGENDA REQUEST FORM

the Tyrone Planning Commission.

Phillip Trocquet Staff Contact	t:
Agenda Section: New Business	
STAFF REPORT	
Item Description: Consideration to approve appointment of M Brad Matheny to the Town of Tyrone Planning Commission Post 2.	ir.
Background/History:	
Post 2 of the Tyrone Planning Commission has a term limit that hexpired. Mr. Brad Matheny has served in Post 2 for approximately year filling the post's vacancy. Mr. Matheny has submitted for rappointment to the Planning Commission.	7 1
Findings/Current Activity:	
Mayor Dial has accepted Mr. Matheny's reapplication to and appoint to be approved by Town Council.	.ntmen
Is this a budgeted item? If so, include budget I number:	line
Actions/Options/Recommendations:	

Staff recommends approval of Mr. Matheny's appointment to Post 2 of



OATH OF OFFICE

I, **Brad Matheny**, do solemnly swear that I will faithfully and truly perform the duties of the **Planning Commission** of the Town of Tyrone, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the Town of Tyrone, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the Town without fear, favor, or affection.

"SO HELP ME GOD."	
	Brad Matheny, Planning Commission
Sworn to and subscribed before me this day of, 2024.	
Eric Dial, Mayor	



AGENDA REQUEST FORM

Meeting	Date:	03/07/2024	Staff	Contact:
_ 1				

Phillip Trocquet

Agenda Section: New Business

STAFF REPORT

Item Description:

- Consideration to approve appointment of Mr. Adam She to the Town of Tyrone Downtown Development Authority.
- Consideration to approve appointment of Mr. Ernie Johnson to the Town of Tyrone Downtown Development Authority.
- Consideration to approve appointment of Mrs. Jeni Mount to the Town of Tyrone Downtown Development Authority.

Background/History:

Three term positions for the Downtown Development Authority have expired: Mr. Adam She, Mrs. Jeni Mount, and Mr. Ernie Johnson. These positions were set to expire on alternating schedules with an original term limit of 2 years. Subsequent terms will be held on 4-year bases.

Findings/Current Activity:

Each of the three members have requested re-appointment to their posts.

Is	this	a	budgeted	item?	Ιf	so,	include	budget	line
nun	mber:								

Actions/Options/Recommendations:

Staff recommends approval of Mr. She, Mrs. Mount, and Mr. Johnson to the Town of Tyrone Downtown Development Authority for an additional term.



OATH OF OFFICE

I, **Jeni Mount**, do solemnly swear that I will faithfully and truly perform the duties of the **Downtown Development Authority** of the Town of Tyrone, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the Town of Tyrone, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the Town without fear, favor, or affection.

"SO HELP ME GOD."	
	Jeni Mount
	Tyrone Downtown Development Authority
Sworn to and subscribed before me this day of, 2024.	
, 202 ···	
Eric Dial, Mayor	



OATH OF OFFICE

I, **Adam She**, do solemnly swear that I will faithfully and truly perform the duties of the **Downtown Development Authority** of the Town of Tyrone, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the Town of Tyrone, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the Town without fear, favor, or affection.

"SO HELP ME GOD."	
	Adam She Tyrone Downtown Development Authority
Sworn to and subscribed before me this, 2024.	
Eric Dial, Mayor	



OATH OF OFFICE

I, **Ernie Johnson**, do solemnly swear that I will faithfully and truly perform the duties of the **Downtown Development Authority** of the Town of Tyrone, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the Town of Tyrone, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the Town without fear, favor, or affection.

"SO HELP ME GOD."	
	Ernie Johnson Tyrone Downtown Development Authority
Sworn to and subscribed before me this day of, 2024.	
Eric Dial, Mayor	