

**TOWN COUNCIL MEETING** January 04, 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.
  - <u>1.</u> Approval of the December 21, 2023 meeting minutes.

#### **VII. PRESENTATIONS**

- 2. State of the Town Address Eric Dial, Mayor
- 3. Consideration to appoint a Mayor Pro-Tempore for the 2024 year. Eric Dial, Mayor

#### **VIII. PUBLIC HEARINGS**

- **IX. OLD BUSINESS**
- X. NEW BUSINESS

- <u>4.</u> Consideration to Award professional engineering services for the 2024 Emergency Access for Shamrock Industrial Park, Project Number PW-2024-09, to Keck and Wood, Inc. **Brandon Perkins, Town Manager**
- **5.** Consideration of a Certificate of Appropriateness submission from applicant 74-South, LLC. **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 December 21, 2023 at 7:00 PM

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

Linda Howard, Post 1 Melissa Hill, Post 2 Billy Campbell, Post 3 Brandon Perkins, Town Manager Dee Baker, Town Clerk Dennis Davenport, Town Attorney

Not in attendance:

Brandon Perkins, Town Manager

- 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.

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

- 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 December 7, 2023 Workshop and Council meeting minutes.
  - 2. Reappointment of Alisha Thompson as the Town of Tyrone's Municipal Court Judge.
  - 3. Consideration to hire Mr. Curtis Carson for the Public Works Specialist position.

A motion was made to approve the consent agenda.

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

#### **VII. PRESENTATIONS**

4. Presentation of Service to Amy Godfrey, Solicitor of Tyrone Municipal Court. April Spradlin, Court Clerk, and Alisha Thompson, Judge

Ms. Spradlin shared that Amy Godfrey had served as Solicitor for the Tyrone Municipal Court for the past 5 years. On behalf of the Town of Tyrone and the Tyrone Municipal Court, we would like to show our appreciation to Amy Godfrey for her 5 years of dedication and service with the Tyrone Municipal Court. We would like to also congratulate Amy on recently being named as the Interim Solicitor General of Coweta County Solicitors Office. Amy was a hard and dedicated worker who without a doubt would succeed as she applied her passion to continuing her career as a prosecutor.

5. Oaths of Council: Alisha Thompson, Municipal Judge

Jessica Whelan, Council Post 1, January 1, 2024 - December 31, 2027

Dia Hunter, Council Post 2, January 1, 2024 - December 31, 2027

Judge Thompson sore in Council Members Whelan, and Hunter.

6. Recognition of Councilwoman Melissa Hill's service to the Town. - Eric Dial, Mayor

Mayor Dial presented plaques to the Councilwomen from the Town and Council for their service. He thanked them for their service and recognized that both ladies loved their Town. He added that Council Member Hill served for four years and Council Member Howard served for a total of sixteen years, not including her time as Clerk.

7. Recognition of Councilwoman Linda Howard's service to the Town. - Eric Dial, Mayor

Mayor Dial presented Council Member Howard with a proclamation that mentioned her years of service to the Town. It began in 1969 as she was a Clerk and the first female Council Member. She led the Centennial Book project in 2011 and also played a crucial role in the inception of Founders Day and the Tyrone Museum. He declared December 21, 2023, as Linda Howard Day.

#### **VIII. PUBLIC HEARINGS**

#### IX. OLD BUSINESS

#### X. NEW BUSINESS

8. Appointment of Judge Tonya Shy as Judge Pro-Tem for 2024. April Spradlin, Court Clerk

Ms. Spradlin shared that Judge Shy had dedicated her legal career to serving the public with integrity and character. Throughout her twenty-two-year career, she had practiced in various areas of law, including as a prosecutor and defense attorney, serving as a

Senior Assistant Solicitor in the City of Atlanta for five years, an Assistant District Attorney for 5 years, and a criminal defense attorney for approximately 4 years.

She added that she was currently practicing as a civil litigator. In addition to the practice of law, for the past 3 years, she had served as a part-time judge in the following municipalities: Pro Tem Municipal Court Judge in Fayetteville Municipal Court, Associate Judge in Dunwoody Municipal Court, and Associate Judge in Jonesboro Municipal Court. She was very knowledgeable of the laws and criminal procedures of the State of Georgia, including, but not limited to: felonies, misdemeanors, traffic offenses, city ordinances, and code violations. During the time she served as a Judge, she had rendered decisions that were sound, fair, and impartial and believef strongly in the integrity of the judicial system. She was attentive and respectful to all who enter the courtroom and strove daily to hear courteously, to answer wisely, to consider soberly, and to decide impartially.

A motion was made to appoint Judge Shy as Judge Pro-Tem for Tyrone Municipal Court.

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

Judge Thompson administered Judge Shy her oath.

9. Consideration to appoint Isaac Godfrey as Solicitor for Tyrone Municipal Court. April Spradlin, Court Clerk

Ms. Spradlin stated that Isaac Godfrey earned his Juris Doctor from Georgia State University College of Law. He had practiced criminal law, bankruptcy, and personal injury. For the last two years, he had filled in as the prosecutor for the Town of Tyrone on a regular basis. He also filled in for the prosecutor for the City of Newnan and the City of Senoia as needed. She added that before graduating from law school, Isaac worked as a police officer and deputy sheriff in metro Atlanta for nearly a decade. During that time, he became knowledgeable about Georgia traffic law. He had investigated hundreds of DUIs and was certified in the Standardized Field Sobriety Tests. She stated that Mr. Godfrey was a veteran of the United States Army where he served in the field artillery and military intelligence. He deployed to Bosnia and Herzegovina as a member of SFOR-6 and served during Operation Enduring Freedom.

A motion was made to appoint Isaac Godfrey as Solicitor for Tyrone Municipal Court.

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

Judge Thompson administered Mr. Godfrey his oath.

 Consideration to re-appoint Taylor & Strickland Law Firm as the Indigent Defense Attorneys for Tyrone Municipal Court for the term of January 1, 2024 - December 31, 2024. April Spradlin, Court Clerk Ms. Spradlin informed Council that the reason the item was not under consent was that although their services had not changed, there was an increase for each case by \$45. She added that her department had budgeted for the increase.

A motion was made to adopt the Public Defender Agreement for Taylor and Strickland from January 1, 2024, through December 31, 2024.

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

11. Consideration to Award professional engineering services for the 2024 East Crestwood Resurfacing and Multi-Use Path, Project Number PW-2024-15, to Keck and Wood, Inc. Scott Langford, Town Engineer / Public Works Director

Mr. Langford shared that the project was to design the 2023 SPLOST project East Crestwood multi-use path (MUP) in conjunction with General Funds to resurface East Crestwood and Huntingdon Court. Design for East Crestwood would be full-depth reclamation (FDR), the MUP, replacing four culverts, and associated landscaping for the MUP.

He stated that Keck and Wood provided survey, design, bidding process, and construction. administrative services as a lump sum fee. The total fee for the scope of work was not to exceed \$133,600. Funding would come from the General Fund and SPLOST funds.

A motion was made to authorize Mayor Dial to execute the professional service contract with Keck and Wood, Inc. at a fee not exceeding \$133,600 for the 2024 East Crestwood Resurfacing and Multi-Use Path project number PW-2024-15.

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

Council Member Howard asked for clarification regarding what end of East Crestwood would the work be performed. Mr. Langford stated that the resurfacing would be from Senoia Road to Highway 74.

Council Member Campbell inquired about the cart path. Mr. Langford stated that the cart path would be from Senoia Road to Huntingdon Ct. Council Member Campbell asked Mr. Langford for an approximate cost of the entire project. Mr. Langford stated that he preferred not to divulge that information as it could affect the bidding process. However, he gave an amount of approximately \$600,000 to \$800,000. Council Member Campbell then inquired about property acquisition. Mr. Langford estimated that property acquisition would be minor, although there may be some acquisition regarding the pipes as they may extend past the path.

12. Consideration of an updated employee pay plan. - Eric Dial, Mayor

Mayor Dial informed everyone that he would be presenting the following two items as Mr. Perkins was absent. He shared that he did not recollect the Town performing a pay study as long as he had been in office and he was not aware of how employee pay initially came about but there were several inconsistencies. He added that Council directed staff in May to begin the pay study and retirement study.

He stated that he believed Peachtree City's pay study to cost \$50,000, we did ours internally, saving the Town money. He stated that \$10,000 was budgeted for both studies. The retirement study was performed by an outside group for \$4,000. The jurisdictions that were included in the study were Fayette County, Coweta County, Fayetteville, Peachtree City, Senoia, Newnan, Palmetto, Hapeville, South Fulton, Douglasville, College Park, East Point, Fairburn, Union City, and McDonough. He stated that the study indicated that a couple of positions at the bottom of the pay scale and a few at the top were underpaid, eight total positions were underpaid.

Mayor Dial stated that the purposes of the study was not only to be good to our employees but also for good retention. The goal was to maintain a 70-percentile benchmark with a 55% base width of the study and competitive market which would include a compensation adjustment for the eight employees. He stated that if adopted, it would begin on January 1, 2024, costing \$102,992.38 which would include required adjustments to the affected employee's benefits. The cost adjustment would come from the General Fund Surplus.

A motion was made a motion to approve the new pay plan and market adjustments for the eight (8) employees affected by the change.

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

#### 13. Consideration of an update to the Town's Employee Retirement Plan. - Eric Dial, Mayor

Mayor Dial presented the item and stated that currently the Town operated the Rule of 70 Plan, which was full retirement was possible once an employee's age plus their years of service equaled 70, with a minimum age of 55. The current multiplier was at 1.25%. He listed surrounding jurisdictions and their multipliers. Peachtree City was 2.5% with a 3% employee contribution, Fayetteville was 2.5% with a 3% contribution, Fayette County was at 2% with a 5% contribution, Newnan was 2% and 0% employee contribution, Griffin 2% and 2% employee contribution, McDonough was at 2.25% with a 0% contribution, Fairburn was 1.25% with 0% contribution. Mayor Dial stated that the proposed Tyrone multiplier was 2% with a 5-year average earning period with a 0% employee contribution. He explained that the basic formula was that 2% would be taken from the average pay of the last few years of employment for the retirement amount.

Mayor Dial also explained that the state required that if a municipality went beyond 1.50%, employees had the opportunity to opt out of social security. He added that the Town would not and could not force them out of social security. He gave the example of an employee putting in \$300 per month for social security, they could then receive that money and perhaps invest it into their retirement plan. The employees had the option

whether they wished to stay in social security, along with the Town's retirement plan, or opt-out. He also clarified that the five highest-paid years would be included in the retirement plan, along with the 2.0 % multiplier.

Mayor Dial shared that after they looked at the current 1.25 multiplier with a few employees and what they would make after retirement, it was embarrassing. He suggested increasing the multiplier.

The Georgia Municipal Employee Benefits System (GMEBS) performed the study for the Town. The options were to stay with the Rule of 70 along with the 1.25% multiplier, the Rule of 70 with a 2.0% multiplier, or the Rule of 70 with a 2.5% multiplier. He added that the retirement plan would cost the taxpayers, and he recommended the 2.0% multiplier. He shared that all surrounding jurisdictions except Fairburn, were at least at 2.0%. He added that if we were a fast-food restaurant, we would also want to compete with other surrounding fast-food restaurants. The upgrade would be an additional \$145,677 per year, coming from the General Fund Surplus. He stated that Council recommended a zero-employee contribution.

A motion was made to approve the proposed update to the retirement plan.

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

Mayor Dial shared that the .75% proposed increase in the multiplier represented a 62.5% increase in the employee's future retirement income. Tonight was very good news for our employees. He thanked Council for their support and the employees for their continued hard work.

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**

Mayor Dial stated that at the last meeting, Council and staff decided to go to a different communication mechanism where the staff reports to Council would become more public.

Mr. Langford briefed Council on all 42 ongoing Town Public Works projects. He first gave a Shout-Out to Police Corporal Tony Koranda for completing a stormwater pollution course and essentially reported potential illicit discharge on a site.

Mr. Langford stated that out of the 42 projects, 9 were still in the architect and engineering phase, 27 were under design, and 6 were under construction. He began with the intersection of Rockwood/Senoia/Crabapple's four-way stop which was complete. The Palmetto/Spencer/Arrowood round-a-bout was in the land acquisition phase. The Palmetto/Senoia intersection study results were coming to Council soon. The Swanson Road traffic study was 90% complete. The Dogwood Trail resurfacing project with Fayette County was still under design and maybe bid on this summer. He stated that the 2024 asphalt resurfacing project was at 25% competition, bidding should take place in February.

The Tyrone Road multi-use path was almost complete, contractors ran into a drainage issue that was being resolved. The streetscape project near Gunnin Graphics and Partners Pizza design plans were at 90% completion with bidding in February.

The Senoia/Spencer multiuse path was under design and land acquisition, bidding in February. The Laurelwood Road multi-use path was under design and at 25%, and the Tullamore/Greencastle Road multi-use path was also at 25% and under design. The surveying on the Sandy Creek multi-use path was at 50% of completion.

The East Crestwood multiuse path and resurfacing project was moving forward as of tonight's approval of the Keck & Wood agreement. The 2024 sidewalk repairs project was substantially complete. He stated that the emergency access road in Shamrock Industrial Park was in the stage of procuring the architecture and engineering. The larger downtown streetscaping project was in the architect and engineering phase, and the 2024 road stripping project and the 2024 road signage project were both moving forward. He stated that facilities and grounds projects along with the museum project were being scoped. The Veterans Park flag pole was under design, there would be 3 poles on one side and 2 on the other, with a sidewalk realignment.

The Handley Park restroom was under design, and the 881 Senoia Road/garage project was under design. That project was also under discussion regarding the Statewide procurement process. Mr. Langford stated that the Pickleball court only had punch list items to complete. The Handley Park Public Works building was under design and legal was assisting with the procurement process. He stated that under vegetative control, tree pruning would take place on Castlewood Road. The Shamrock Park improvements were moving forward in the design phase. The demolition planning for 969 Senoia Road was 75% complete and should begin sometime next week. He added that the demolition should be complete in January and that the two wells on site would be abandoned in place.

He stated that the Pendleton Dam upgrade plans were in the permitting process, and the grant decision was still underway. The Adams Lake Dam was in the evaluation process, then the homeowners would be contacted regarding the property along the dam. He stated that the Handley Park Dam was evaluated by staff with a camera and was found to be in fairly good shape with some disjointment. The Shamrock Park Dam was 50% complete with the designs on the spillway side. The Pendelton Dam Culvert project was completed. The 2023 culvert designs were complete and should be bid in February. The 2024 culvert replacement projects were being scoped. He stated that the downtown parking project was being scoped and a part of the 969 Senoia Road project.

Mr. Langford then moved to sewer projects. The annual and emergency contacts were approximately 60% complete. The sewer manhole repair project was also 60% complete. The 90% plans were expected in January and bidding would take place in March. The Southampton sewer manhole stabilization project was 60% under design.

The pump station #2 generator was going to be scoped with Mr. Carson (new employee) and bid in March. He added that staff was also working on pump station #4.

Lastly, the 2024 sewer infrastructure repairs for pipes, pipe holes, manholes, and lift stations. That project should have an architect and engineering contact before Council in February.

Council Member Campbell clarified that all projects were on the Town's website. Mr. Langford shared that the project list did not include all of the tiny projects that staff were working on.

Council Member asked for clarification regarding the multi-use path on Laurelwood Road. Mr. Langford stated that the path would begin at the paved section of Laurelwood and travel down Briarwood to the unpaved section of Laurelwood, connecting the two with some asphalt.

#### XIII. COUNCIL COMMENTS

Council Member Campbell thanked Amy Godfrey for her service to the Town. He congratulated Issac Godfrey and Judge Shy for their appointments. He congratulated Jessica Whelan and Dia Hunter on their appointments. He thanked Linda Howard and Melissa Hill for their years of service to the Town.

Council Member Hill thanked everyone for their patience when she was new to Council.

Council Member Campbell wished everyone a Merry Christmas and a Happy New Year.

#### **XIV. EXECUTIVE SESSION**

#### XV. ADJOURNMENT

A motion was made to adjourn.

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

The meeting adjourned at 8:10 p.m.

By:

Eric Dial, Mayor

Attest:

Dee Baker, Town Clerk



# **COUNCIL ITEM AGENDA REQUEST FORM**

**Meeting Date:** 01/04/2024 **Agenda Section:** New Business **Department:** Public Works

Staff Contact: Scott Langford

#### **Staff Report:**

#### **Item Description:**

Consideration to Award professional engineering services for the 2024 Emergency Access for Shamrock Industrial Park, Project Number PW-2024-09, to Keck and Wood, Inc.

#### **Background/History:**

This project is to design the emergency access road for Shamrock Industrial Park off Rockwood Road to an easement at the border with Peachtree City. The design for the access road will include an unpaved road with drainage infrastructure along with fencing and gates. Due to slopes involved, paving may be required in locations to provide road stability and prevent surface erosion. This road will be strictly for emergency vehicle ingress and egress only. This will not be used by the public unless as ordered by emergency services for evacuation of the industrial park. Normal delays and closures due to railroad operation, maintenance, or inspections will not constitute an emergency for public use.

#### **Findings/Current Activity:**

Keck and Wood will provide survey and design as lump sum fee. In addition, Keck and Wood will provide bid assistance and construction admin services to the Town on an hourly basis. Attached is the Keck and Wood proposal. The total fee for this scope of work is not to exceed \$62,300.

#### Is this a budgeted item? <u>Yes</u> Budget number: <u>100-40-54-1400</u>

#### **Actions/Options/Recommendations:**

Staff is requesting Council to Authorize the Mayor to execute the professional service contract with Keck and Wood, Inc. at a fee not exceed \$62,300.00 for the 2024 Emergency Access for Shamrock Industrial Park, Project Number PW-2024-09.



December 19, 2023

Mr. Scott Langford, PE Public Works Director / Town Engineer Town of Tyrone 950 Senoia Road Tyrone, GA 30290 **Sent Via Email:** <u>slangford@tyrone.org</u>

Re: Proposal for Professional Services Emergency Access Road at Shamrock Industrial Park

Dear Mr. Langford:

Keck & Wood ("KW") is pleased to submit this proposal for the Professional Services (Surveying, Engineering Design, Bidding & Construction Administration) of the Emergency Access Road at Shamrock Industrial Park in the Town of Tyrone, Georgia ("Town").

The proposed improvements include a 20-foot wide unpaved or paved road running North to South from Rockwood Road to the Peachtree City border within the Shamrock Industrial Park. The entrance on the North side would be situated approximately 115-ft East of Celtic Boulevard with the terminus of the access road at the border of Peachtree City near Cottonwood Circle in the Cresswind neighborhood

KW intends to provide the Town with professional engineering design services for the implementation of this project. Our scope of services will include survey, engineering design, bidding assistance, and construction administration services. The following is a detailed scope of our proposed services:

- A. SURVEYING KW and/or its subconsultants will prepare a field run topographic survey of the project area (estimated to be 7 +/- acres in total). This survey will include all planimetric features as well as property boundaries. This scope of work does not include underground utilities. Utilities will be shown based on above ground evidence.
- B. ENGINEERING DESIGN Following are tasks associated with this phase of project development:
  - Develop construction plans, including:
    - o Cover Sheet
    - o Index
    - Typical Section
    - o Roadway Plans
    - Signing and Marking Plans
    - Cut/fill limits
    - Drainage Plans and Profiles
    - Construction Details
    - Erosion Control Plans (three phase)
    - Right-of-way plans and associated legal descriptions
  - Utility Coordination
  - Preparation of a construction cost estimate
  - Preparation of a Bid Document Package, including construction plans and a bidding manual

- **C. BIDDING ASSISTANCE (hourly not to exceed) -** Keck & Wood will perform the following requested bidding assistance services on an hourly not to exceed basis. Following are tasks associated with this phase of project development:
  - Respond to questions from bidders
  - Prepare addenda as needed
- D. CONSTRUCTION ADMINISTRATION (hourly not to exceed) Keck & Wood will perform the following requested construction administration services on an hourly not to exceed basis. A three (3) month construction schedule is anticipated, and is used to develop the anticipated 'not to exceed' fees. Should the schedule extend beyond three (3) months, the 'not to exceed' amount may need to be adjusted:
  - Coordination of the pre-construction meeting
  - Review and approve contractor's pay applications
  - Respond to construction RFIs
  - Site visits
  - Periodically review contractor's operations and prepare any change orders as needed
  - Coordinate and conduct final inspection and prepare final punch item list
  - Process project close out documents

#### Fee Schedule

Compensation for work performed shall be billed on a **lump sum** and **hourly not to exceed** basis. Once per month during the existence of this contract, KW shall submit to the Town an invoice for payment based on the actual work performed for the Project through the invoice period. All advertising, permitting and application fees are the responsibility of the Town.

A. Surveying B. <u>Engineering Design</u> Total Lump Sum Fees	\$ 6,500 <u>\$ 40,000</u> <b>\$ 46,500</b>
C. Bidding Assistance D. Construction Administration	\$ <b>46,500</b> \$ 2,000 \$ 13,800
Total Hourly Not to Exceed Fees	\$ 15,800

If you have any questions or would like additional information, don't hesitate to contact me at 678-417-4017. We appreciate the opportunity to work with the Town of Tyrone on this project.

Sincerely,

KECK & WOOD, INC.

Robert Renwick, P.E. Vice President

ACCEPTED by the TOWN OF TYRONE

This \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023.

Ву: \_\_\_\_\_

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

Attachments: Terms and Conditions

#### TERMS AND CONDITIONS OF SERVICE

<u>EFFECTIVE DATE</u>: This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

<u>AGREEMENT</u>: Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

 <u>PERFORMANCE:</u> Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. <u>OWNERSHIP OF DOCUMENTS:</u> All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harnless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

 <u>ESTIMATES OF CONSTRUCTION COST</u>: Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. <u>FORCE MAJEURE:</u> Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. <u>CONSTRUCTION RELATED SERVICES</u>: The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

 <u>CONSULTANT'S INSURANCE:</u> The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. CONTRACTOR'S INSURANCE: Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. <u>CONTRACTOR'S INDEMNITY</u>: Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly or indirectly enployed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. <u>ACCESS:</u> The Client shall be responsible for providing all n private property as required by the Consultant to perform authorized serv

Section X, Item 4.

10. <u>BASIS OF PAYMENT:</u> The Client agrees to compensate the consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. <u>PAYMENT AND CREDIT</u>: Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. <u>AUDIT: ACCESS TO RECORDS:</u> For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. <u>DELEGATION OF DUTIES</u>: Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. <u>TERMINATION</u>: Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.

15. <u>WARRANTY:</u> CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENATIONS OF FACT.

16. <u>HAZARDOUS MATERIALS</u>: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. <u>RECORDS RETENTION</u>: Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. <u>MISCELLANEOUS</u>: This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superceded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.



APPLICATION NO.	PLANNING COMMISSION DATE	тс
23TYR-CA0001	N/A	

ADDRESS	OWNER	PARCEL NO.	EX. ZONING	PROPOSED ZONING	FUTURE LAND USE	SURROUNDING ZONING	SITE IMPROVEMENTS	ACREAGE
1400 Senoia Road	74-South LLC	072604009	C-2	N/A	Commercial Corridor	North: C-1 South: C-1 & C-2 East: OI West: SR-74 & M-2	N/A	9.45 ac
0726 017								

#### SUMMARY & HISTORY

The applicant 74-South LLC has submitted an application for a certificate of appropriateness for 1400 Senoia Road to construct a 30,000 square foot Highway-Commercial flex building. This property began the application process prior to the revision of the SR-74 overlay and therefore the entire first building is required to meet the architectural requirements at that time. The other buildings on site would not have been required to meet the architectural requirements per the previous version of the ordinance. Those standards required buildings fronting SR-74 to be 80% brick, glass, or stone with no long flat walls providing visual relief every 20 feet.

Upon staff's review of the proposed landscape plan, site plan, and architectural renderings, the property appears to meet all of the SR-74 Overlay Standards as written at the time of initial submission of their application. Staff recommends approval of this certificate of appropriateness with the condition that any remaining Technical Review Committee (TRC) comments be resolved.

## COMPREHENSIVE PLAN & FUTURE DEVELOPMENT MAP COMPATABILITY

This petition is consistent with the Town's comprehensive plan and future development map. The Future Land Use designation for this property is Commercial Corridor which encourages high-quality architectural buildings in commercial zoning classifications with special attention placed on limiting ingress/egress from SR-74.

## **ORDINANCE COMPATABILITY**

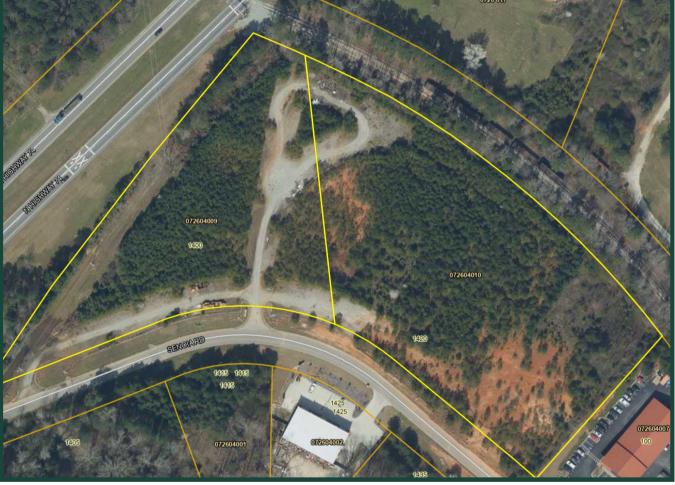
This petition is consistent with the Town's zoning ordinance. The architectural renderings meet the minimum standards outlined for the Quality Growth Overlay as written at the time of this submission. The submission also meets the minimum requirements for a Certificate of Appropriateness as outlined in section 109-84 of the land development code.

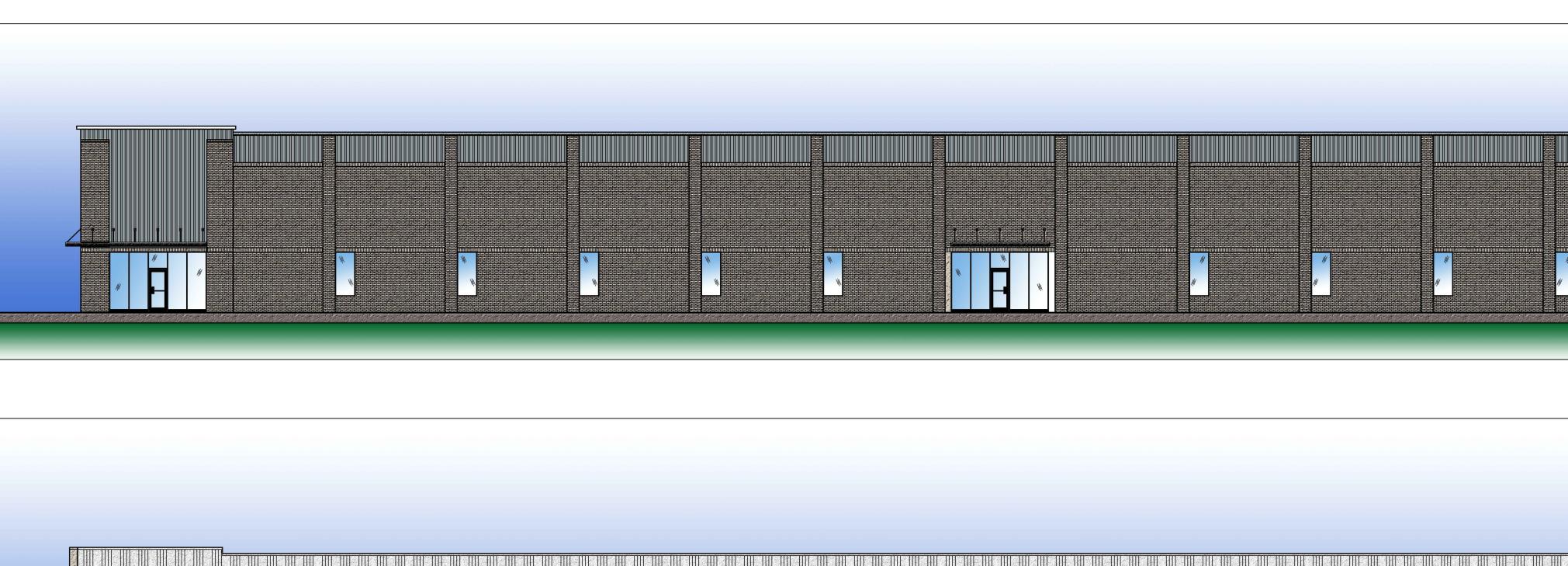
Staff still has minor outstanding TRC comments regarding the site, specifically needed legal information on the proposed sewer easement. Staff recommends approval with the condition that all TRC comments and outstanding requirements be completed.

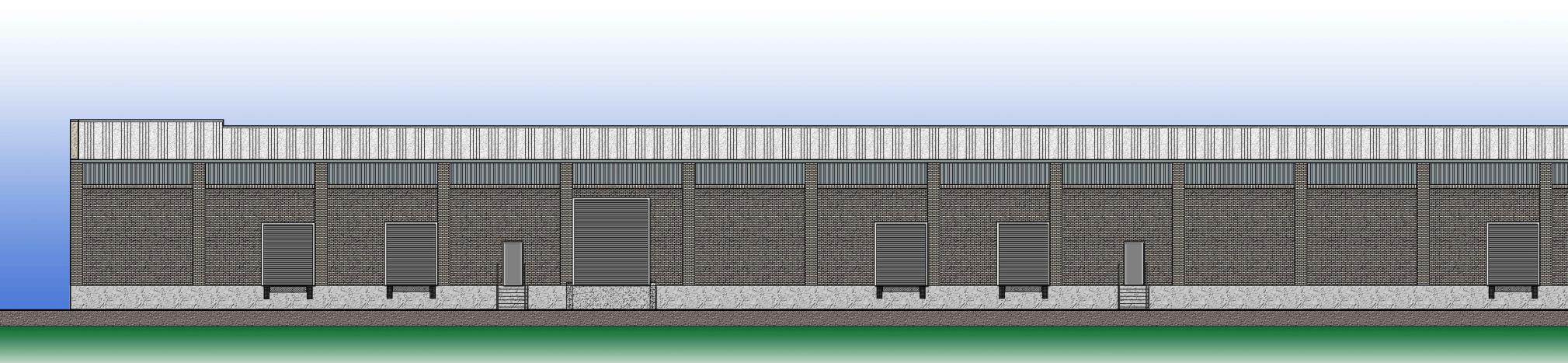
## OWN COUNCIL DATE

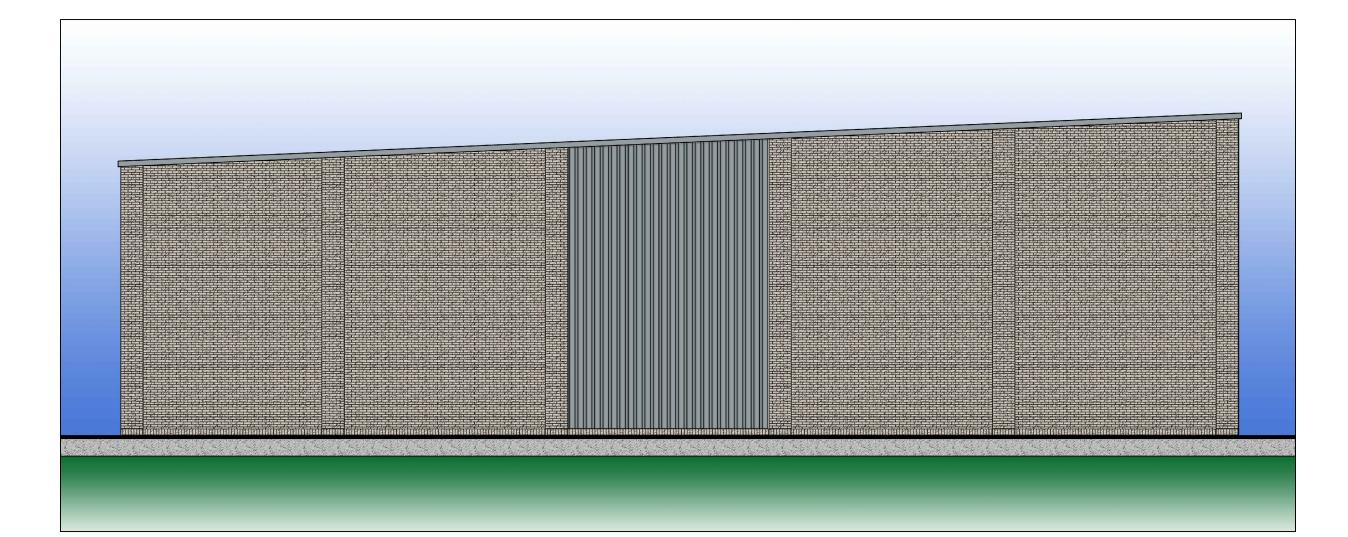
1/04/2024

# STAFF RE CERTIFICATE OF APPROPRIATENESS



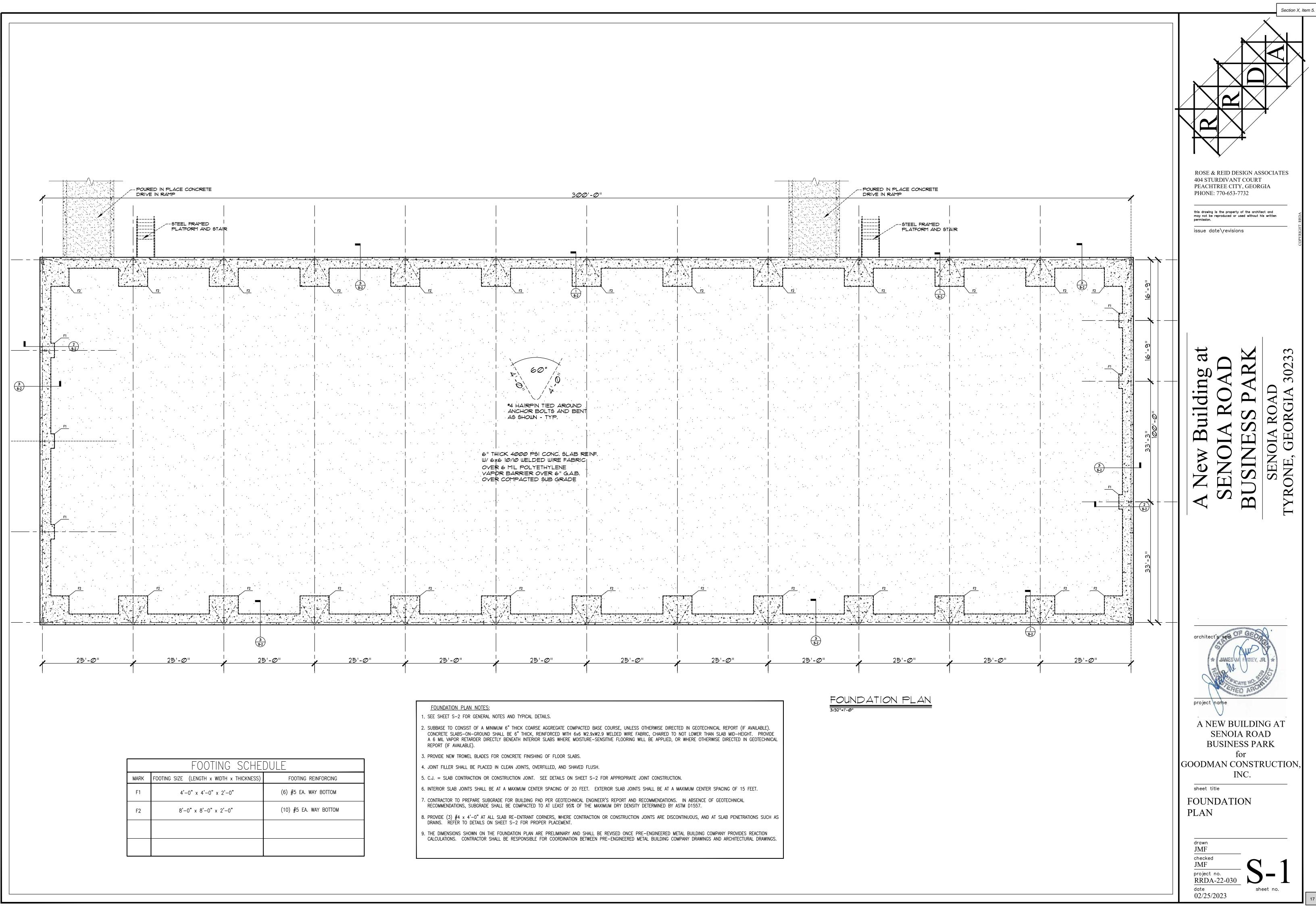




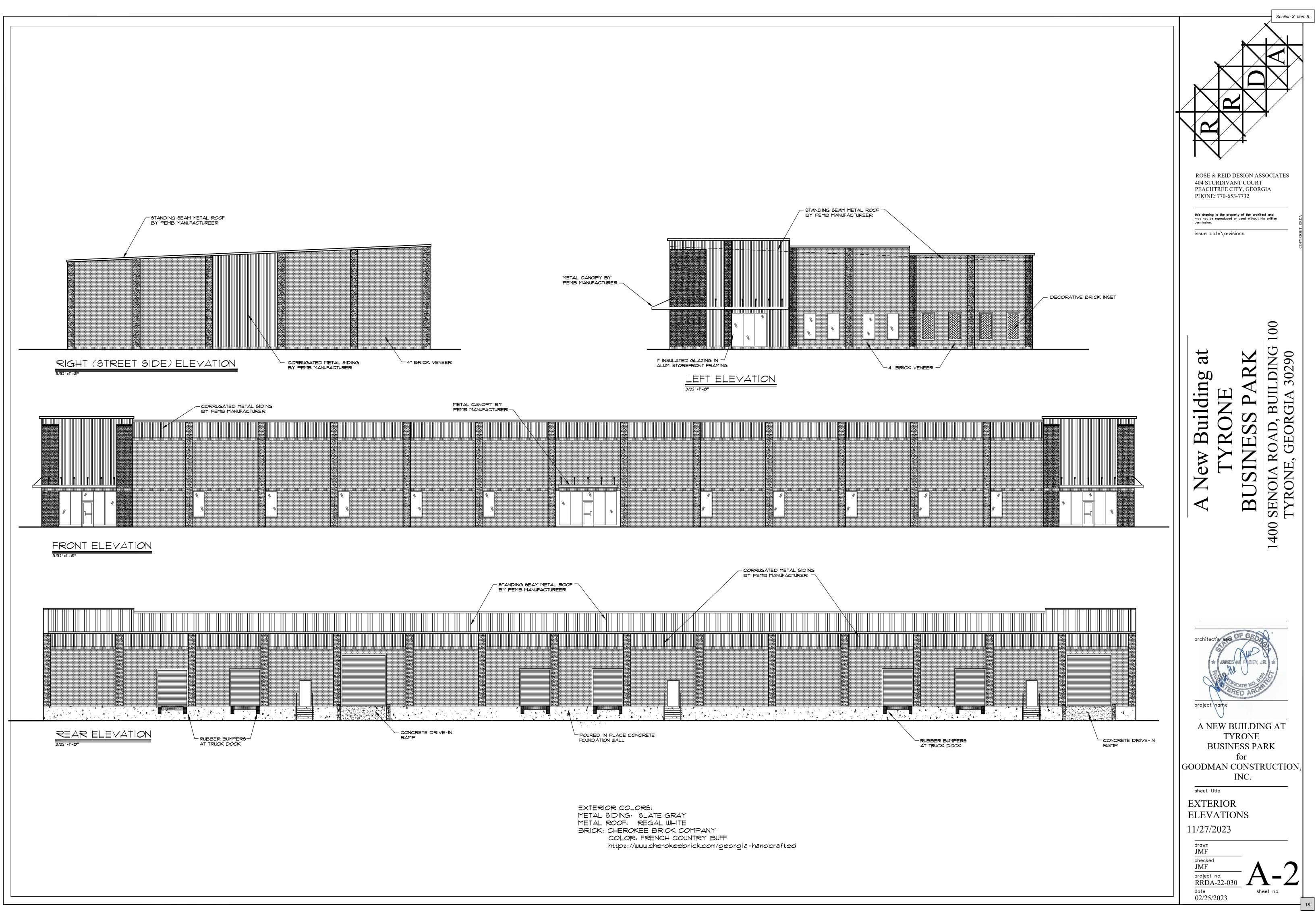


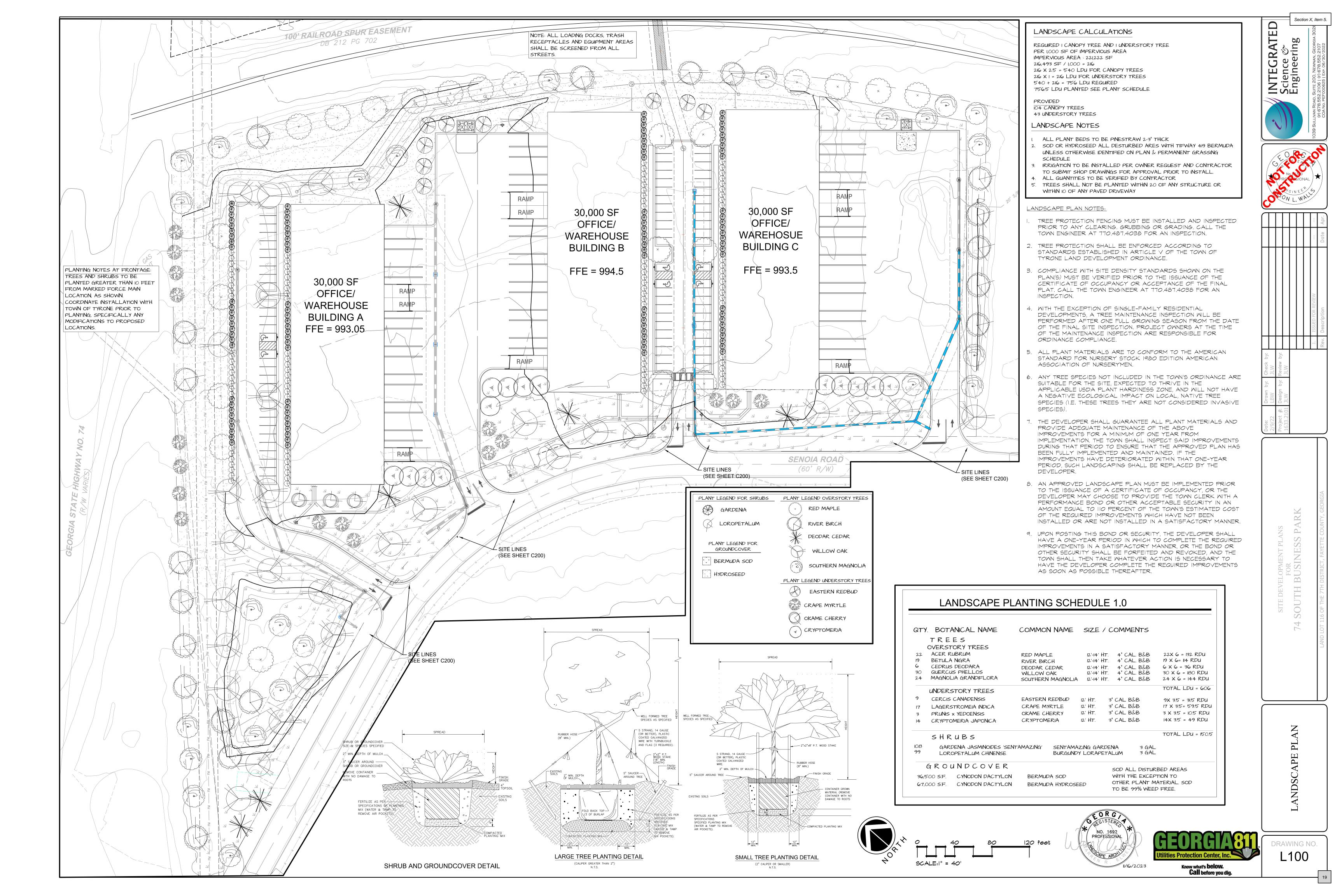


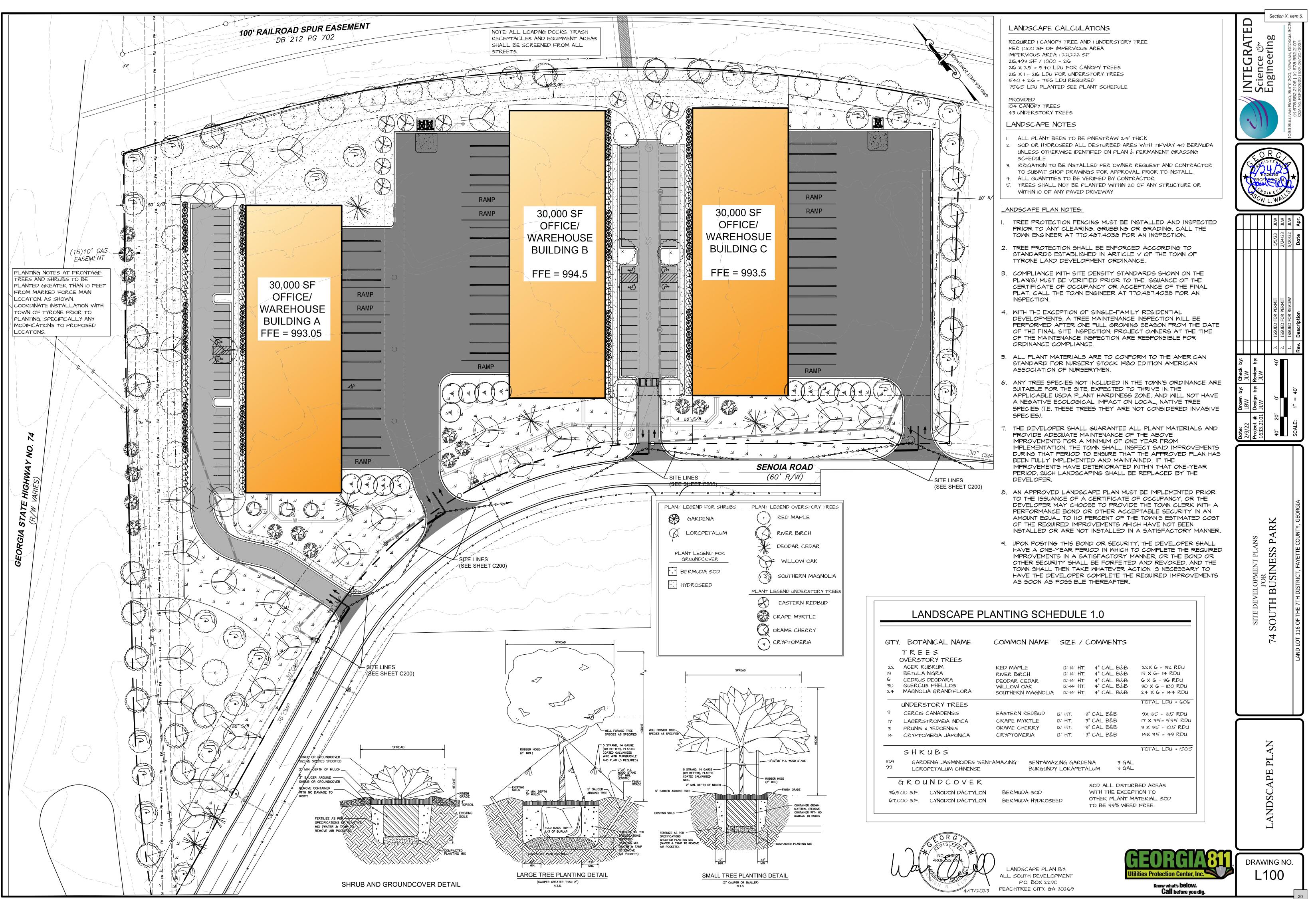
16



. SEE SHEET S-2 FOR GENERAL NOTES AND TYPICAL DETAILS.
. SUBBASE TO CONSIST OF A MINIMUM 6" THICK COARSE AGGREGATE COMPACTED BASE COURSE, UNLESS OTHERWISE DIRECTED IN GEOTECHNICAL REPORT (IF AVAILABLE). CONCRETE SLABS-ON-GROUND SHALL BE 6" THICK, REINFORCED WITH 6x6 W2.9xW2.9 WELDED WIRE FABRIC, CHAIRED TO NOT LOWER THAN SLAB MID-HEIGHT. PROVIDE A 6 MIL VAPOR RETARDER DIRECTLY BENEATH INTERIOR SLABS WHERE MOISTURE-SENSITIVE FLOORING WILL BE APPLIED, OR WHERE OTHERWISE DIRECTED IN GEOTECHNICAL REPORT (IF AVAILABLE).
. PROVIDE NEW TROWEL BLADES FOR CONCRETE FINISHING OF FLOOR SLABS.
. JOINT FILLER SHALL BE PLACED IN CLEAN JOINTS, OVERFILLED, AND SHAVED FLUSH.
. C.J. = SLAB CONTRACTION OR CONSTRUCTION JOINT. SEE DETAILS ON SHEET S-2 FOR APPROPRIATE JOINT CONSTRUCTION.
. INTERIOR SLAB JOINTS SHALL BE AT A MAXIMUM CENTER SPACING OF 20 FEET. EXTERIOR SLAB JOINTS SHALL BE AT A MAXIMUM CENTER SPACING OF 15 FEET.
· CONTRACTOR TO PREPARE SUBGRADE FOR BUILDING PAD PER GEOTECHNICAL ENGINEER'S REPORT AND RECOMMENDATIONS. IN ABSENCE OF GEOTECHNICAL RECOMMENDATIONS, SUBGRADE SHALL BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY DETERMINED BY ASTM D1557.
. PROVIDE (3) #4 x 4'-0" AT ALL SLAB RE-ENTRANT CORNERS, WHERE CONTRACTION OR CONSTRUCTION JOINTS ARE DISCONTINUOUS, AND AT SLAB PENETRATIONS SUCH AS DRAINS. REFER TO DETAILS ON SHEET S-2 FOR PROPER PLACEMENT.
. THE DIMENSIONS SHOWN ON THE FOUNDATION PLAN ARE PRELIMINARY AND SHALL BE REVISED ONCE PRE-ENGINEERED METAL BUILDING COMPANY PROVIDES REACTION CALCULATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION BETWEEN PRE-ENGINEERED METAL BUILDING COMPANY DRAWINGS AND ARCHITECTURAL DRAWINGS.







G	ENERAL NOTES:
1.	OWNER/DEVELOPER: ISLAND INVESTORS 350 ALLISON DR. NE ATLANTA, GA 30342 CONTACT: RANDY WRIGHT EMAIL: RANDY@ISLANDINV.COM PHONE: 404-316-1101
2.	ARCHITECT: <b>ROSE AND REID DESIGN ASSOCIATES</b> OAK MANOR OFFICE PARK PEACHTREE CITY, GA 30269 CONTACT: JIM FINNEY PHONE: 770-632-6161
3.	ENGINEER / SURVEYOR: INTEGRATED SCIENCE & ENGINEERING, INC. 1039 SULLIVAN ROAD, STE. 200 NEWNAN, GA 30265 CONTACT: JASON L. WALLS, P.E. EMAIL: JWALLS@INTSE.COM PHONE: 678-552-2106
4.	SITE DATA: PARCEL: 16, 17, AND TRACT "B" POWERS COURT TAX PARCEL ID NUMBER: 072604010, 072604009 ZONING: C-2 (HIGHWAY COMMERCIAL) USE: COMMERCIAL BUSINESS PARK
5.	SITE AREA: 9.454 ACRES DISTURBED AREA: 9.5 ACRES
6.	SETBACKS: FRONT: 50 FEET (BUILDING) SIDE: 20 FEET (BUILDING) REAR: 30 FEET (BUILDING)
7.	BUILDING AREA: 90,000 SF 3 BUILDINGS AT 30,000 SF EACH
8.	IMPERVIOUS SURFACE CALCULATIONS: PROPOSED: 4.97 AC (52.6%) OPEN SPACE: 4.484 AC (47.4%)
9.	PARKING SUMMARY: - WAREHOUSE (81,000 SF) @ 1 SPACE PER 2000 SF = 41 SPACES - OFFICE (9,000 SF) @ 1 SPACE PER 250 SF = 36 SPACES
	TOTAL REQUIRED PARKING = <u>77 SPACES</u>
	TOTAL PROVIDED PARKING = <u>78 SPACES</u> (INCLUDING 6 ADA SPACES)
10.	NO PORTIONS OF THIS PROPERTY LIE WITHIN A FLOOD ZONE OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL #13113C0077E DATED SEPTEMBER 26, 2008.
11.	WETLANDS AND STATE WATERS ARE NOT PRESENT ON SITE, OR WITHIN 200 FEET OF THE PROPOSED DEVELOPMENT. WETLAND INFORMATION TAKEN FROM THE U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY.
12.	UTILITIES: WATER SERVICES PROVIDED BY THE FAYETTE COUNTY WATER SYSTEM. SEWER SERVICE TO BE PROVIDED BY CONNECTION TO PUBLIC SEWER (FULTON COUNTY SEWER DEPARTMENT) THROUGH COORDINATION WITH THE TOWN OF TYRONE.
13.	STORMWATER MANAGEMENT NARRATIVE: THE SITE CURRENTLY IS CURRENTLY WOODED WITH SMALL PINES AND UNDERGROWTH COVERING UP THE PARTIALLY DEVELOPED PROPERTY FROM PREVIOUSLY APPROVED PLANS FOR A MEDICAL OFFICE PARK. THE PARTIAL DEVELOPMENT INCLUDES FULL CLEARING AND GRADING OF THE PROPRTY, THE INSTALLATION OF WATER/SEWER/STORM UTILITIES, AND PARKING LOT CONSTRUCTION (LESS THE ASPHALT). THESE IMPROVEMENTS WILL BE FULLY REMOVED FROM THE SITE LESS PORTIONS OF THE UNDERGROUND UTILITIES THAT REMAIN FOR FUTURE DEVELOPMENT. STORMWATER MANAGEMENT FOR THE PROPERTY IS PROVIDED BY AN EXISTING REGIONAL DETENTION FACILITY BUILT AS PART OF THE ORIGINAL POWERS COURT COMMERCIAL SUBDIVISION AND THE ADJACENT MILLBROOK VILLAGE RESIDENTIAL DEVELOPMENT. WATER QUALITY IS CURRENTLY PROVIDED BY TWO EXISTING ONSITE PROPRIETARY STRUCTURES INSTALLED IN 2007 AS PART OF THE PREVIOUS PROJECT. THE WATER QUALITY STRUCTURES AS SIZED FOR THE PREVIOUS DEVELOPMENT ARE ALSO SIZED APPROPRIATELY FOR THE NEW DEVELOPMENT. EACH STRUCTURE SHALL BE INSPECTED AND CLEANED OUT PRIOR TO CONSTRUCTION OF THE NEW FACILITY. STORMWATER WILL THEN FLOW INTO THE EXISTING POWERS COURT MUNICIPAL STORM DRAIN SYSTEM WHICH THEN DISCHARGES INTO AN UN-NAMED TRIBUTARY TO FLAT CREEK, CARRYING THE STORMWATER TO A SERIES OF IN-GROUND DETENTION BASINS WHICH DETAIN THE WATERS WITHIN THE VOLUME OF THE BASINS AND REDUCE THE PEAK OUTFLOW BY THE USE OF OUTLET CONTROL ORIFICES AND RESTRICTION STRUCTURES. THE STORMWATER IS CONTINUES ALONG THE UN-NAMED TRIBUTARY TO FLAT CREEK AND A LARGER FLOOD PLAIN AREA DOWNSTREAM FROM THE PROPERTIES.
	THIS PROPERTY IS LOCATED IN GROUNDWATER RECHARGE AREA PER THE MAPS PROVIDED IN GA DNR'S HYDROLOGIC ATLAS 18 (1989 EDITION). THIS PLAN COMPLIES ACCORDINGLY WITH THE LOCAL ORDINANCE OF THE TOWN OF TYRONE, GA.

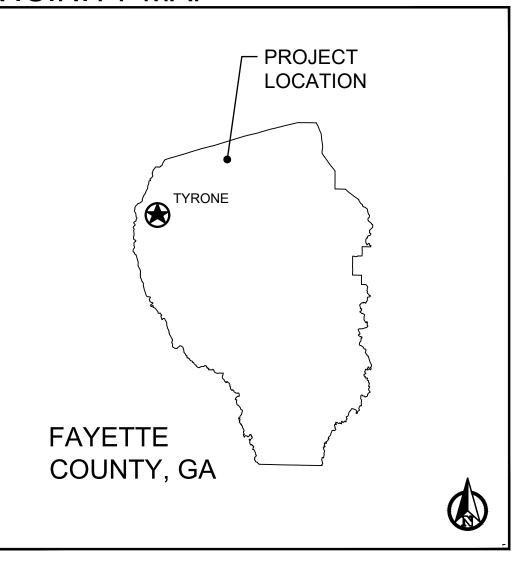
- 16. THIS PROPERTY HAS BEEN PREVIOUSLY CLEARED AND PARTIALLY DEVELOPED, THEREFORE THERE ARE NO SPECIMEN TREES ON THIS SITE FOR WHICH TO BE ACCOUNTED. EXISTING CURB AND GUTTER AND STORM TO BE REMOVED AS INDICATED ON SHEET C100 AND UNDERBRUSH TO BE CLEARED.
- 17. A STORMWATER FACILITY MAINTENANCE AGREEMENT IS REQUIRED FOR THE NEW DEVELOPMENT, TO BE PROVIDED AT TIME OF AS-BUILTS AND PROJECT CLOSE OUT PROCEDURES AND DUE BEFORE CERTIFICATE OF OCCUPANCY FOR THE FIRST BUILDING. PROCESS INCLUDES RE-FILLING PLAT WITH ANY AND ALL EASEMENTS.
- 18. OWNER/DEVELOPER, OR THEIR SUCCESSORS, MUST MAINTAIN ALL STORMWATER CONTROL MEASURES, INCLUDING BUT NOT LIMITED TO, STORMWATER MANAGEMENT FACILITIES, WATER QUALITY TREATMENT BMP'S, PROPRIETARY STRUCTURE, STORMWATER CONVEYANCES, LONG-TERM EROSION CONTROL BMP'S, ETC. AS NECESSARY AND IN ACCORDANCE WITH THE TOWN OF TYRONE'S STORMWATER MANAGEMENT ORDINANCES.

SHEET INDEX			
SHEET#	TITLE		
C000	COVER		
C001	GENERAL NOTES		
C100	EXISTING CONDITIONS AND DEMOLITION PLAN		
C200	SITE PLAN		
C300	GRADING AND DRAINAGE PLAN		
C301	DETAILED GRADING PLAN - RAMPS		
C350	STORM PIPE PROFILES		
C351	STORMPIPE CHARTS		
C400	UTILITY PLAN		
C450	SEWER EXTENSION PLAN		
C500	EROSION COVER		
C501	COMPREHENSIVE MONITORING PLAN		
C502	N.P.D.E.S. CHECKLIST		
C510	INITIAL PHASE EROSION & SEDIMENTATION CONTROL PLAN		
C511	INITIAL PHASE EROSION & SEDIMENTATION CONTROL - SEWER EXT		
C520	INTERMEDIATE PHASE EROSION & SEDIMENTATION CONTROL PLAN		
C521	INTERMEDIATE PHASE EROSION & SEDIMENTATION CONTROL - SEWER EXT		
C530	FINAL PHASE EROSION & SEDIMENTATION CONTROL PLAN		
C531	FINAL PHASE EROSION & SEDIMENTATION CONTROL - SEWER EXT		
C600	EROSION DETAILS		
C601	EROSION DETAILS		
C602	EROSION DETAILS		
C700	CONSTRUCTION DETAILS		
C701	CONSTRUCTION DETAILS		
C702	CONSTRUCTION DETAILS		
C703	CONSTRUCTION DETAILS		
C704	CONSTRUCTION DETAILS		
C705	CONSTRUCTION DETAILS		
C706	CONSTRUCTION DETAILS		
C707	CONSTRUCTION DETAILS		
C708	CONSTRUCTION DETAILS		
C709	CONSTRUCTION DETAILS		
L100	LANDSCAPE PLAN		

# PREPARED FOR



# VICINITY MAP



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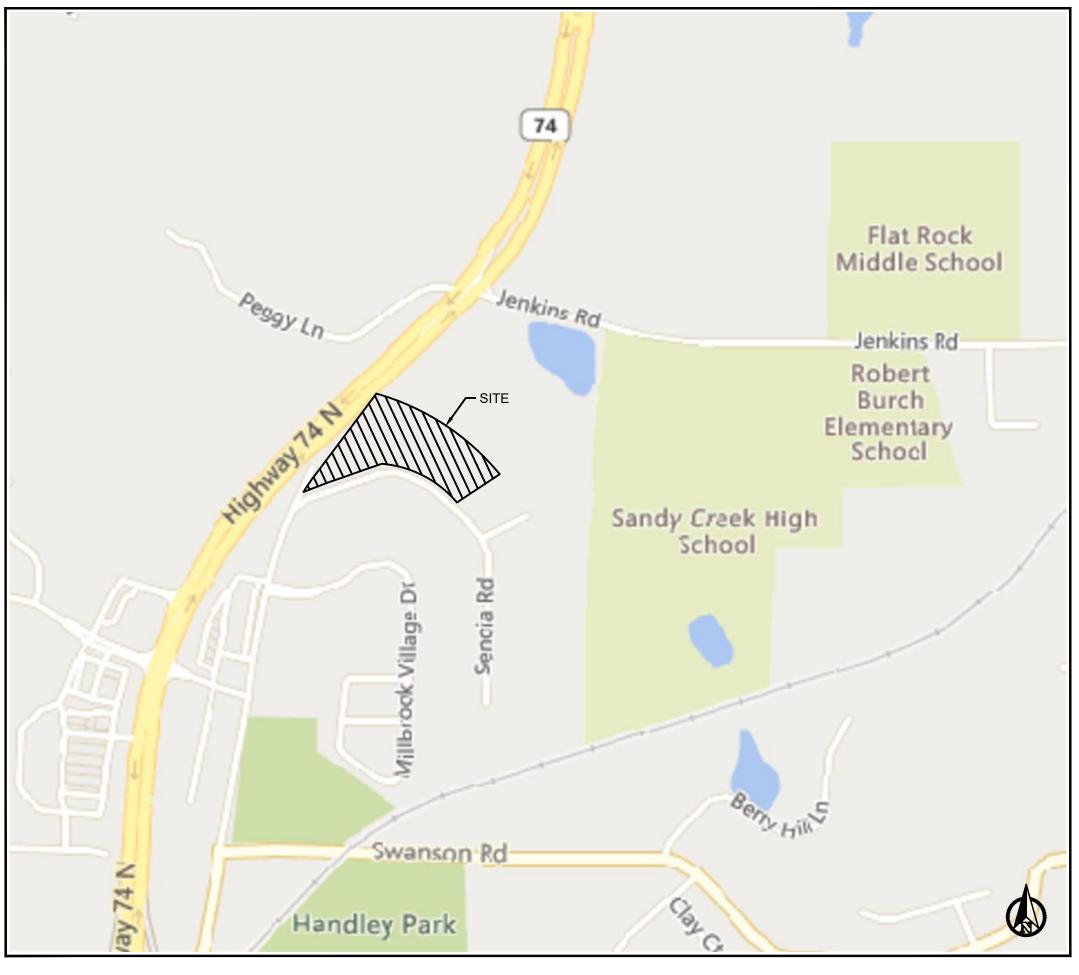
AND DEMOLITION PLAN	

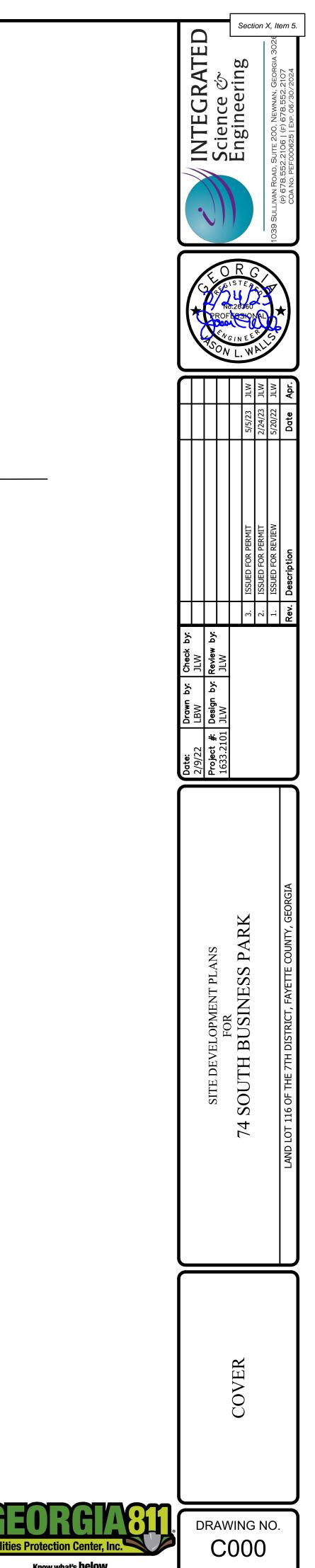
# SITE DEVELOPMENT PLANS FOR 74 SOUTH BUSINESS PARK

LAND LOT 116 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA 1400-1420 SENOIA ROAD, TYRONE, GEORGIA 30290

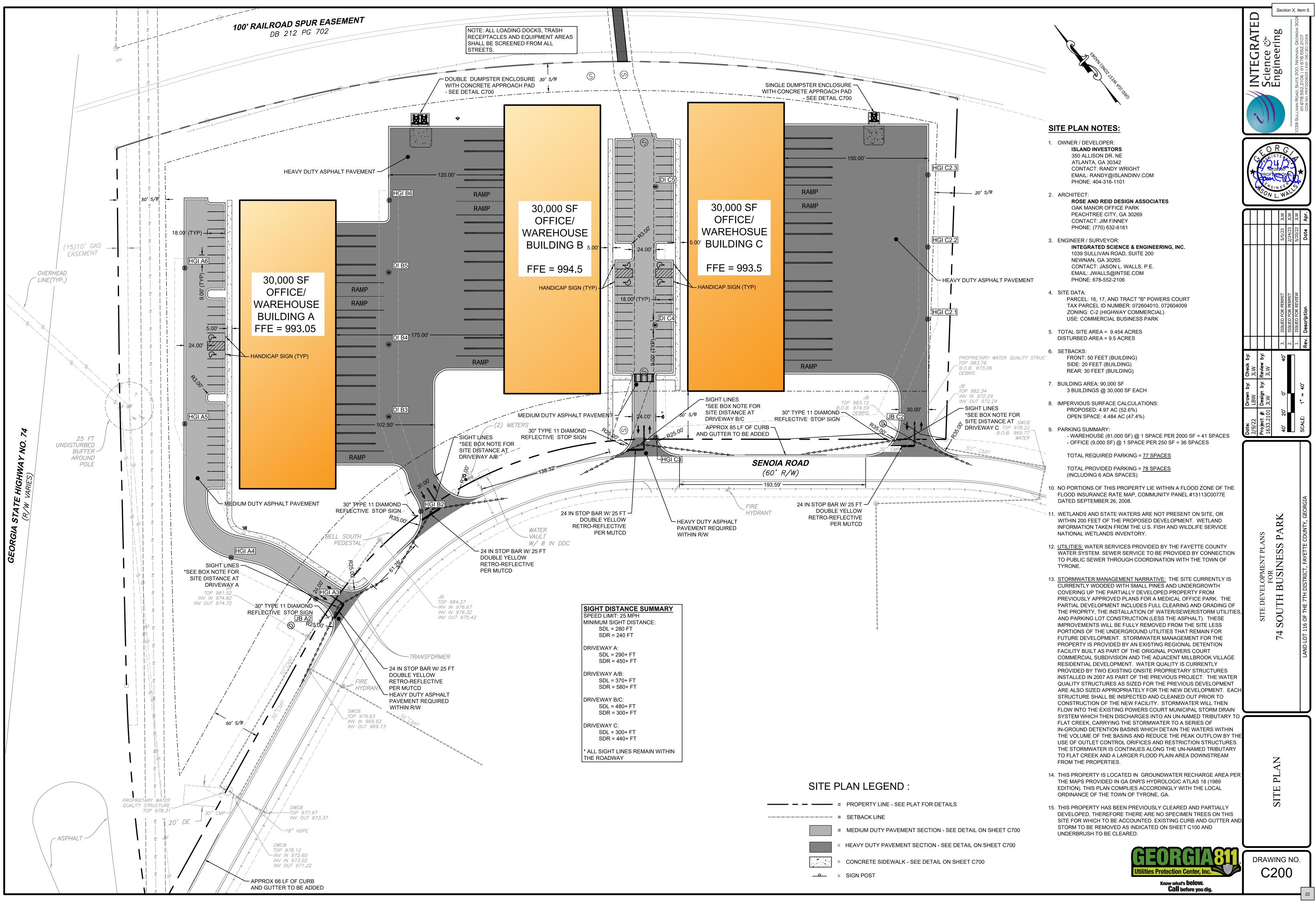
**GPS LOCATION OF** THE CONSTRUCTION EXIT LAT: 33.293397°N LONG: 84.344617°W

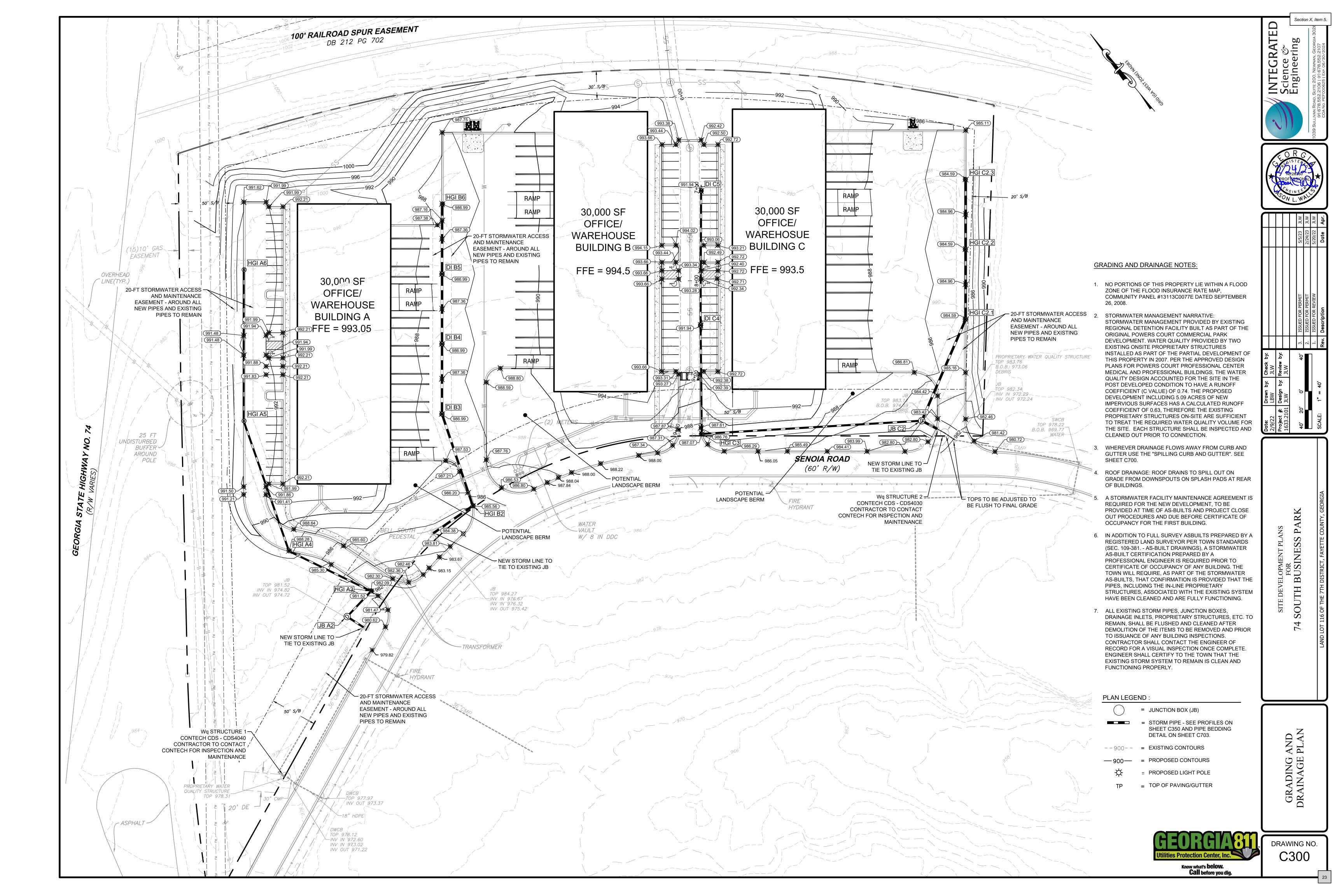
# SITE LOCATION MAP (N.T.S.)

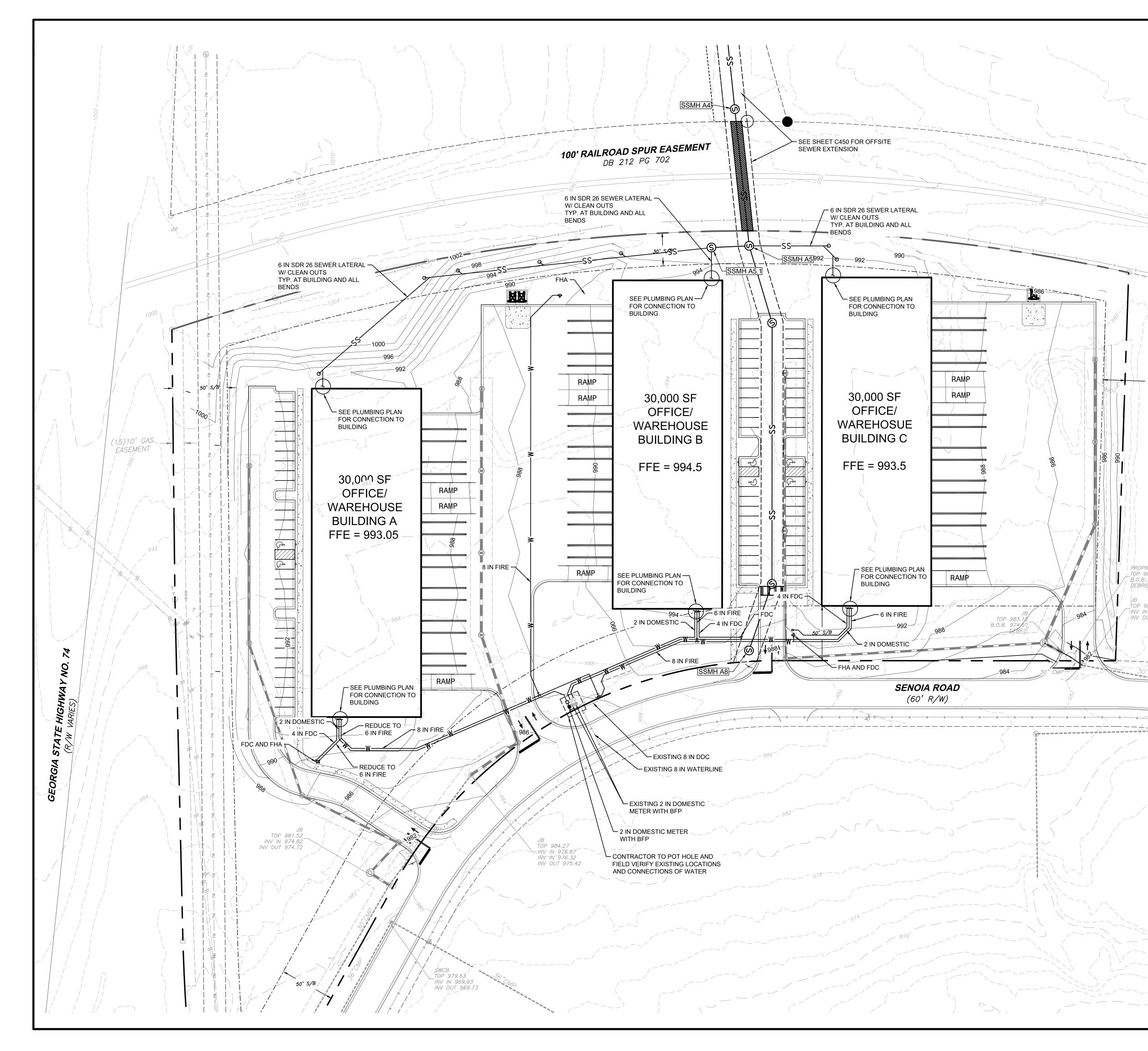


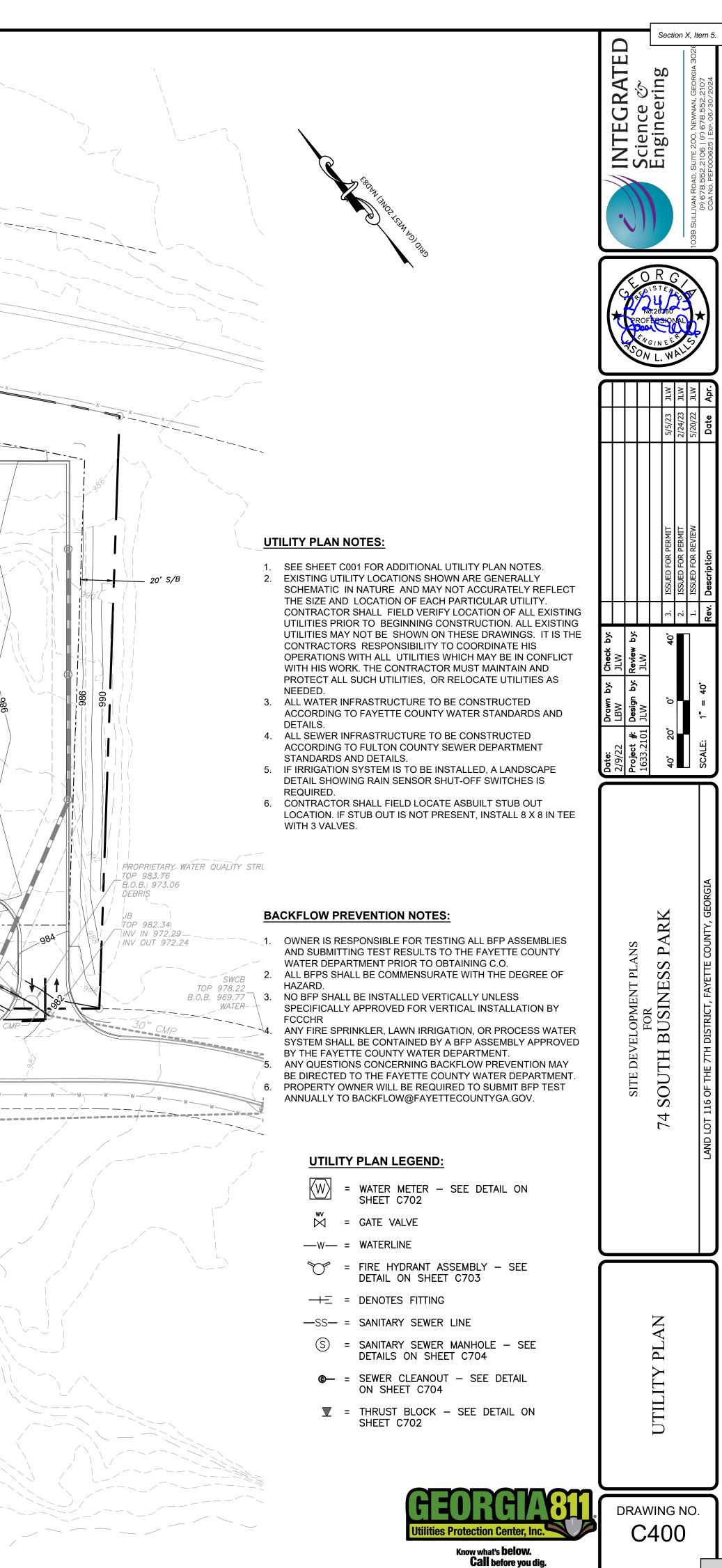


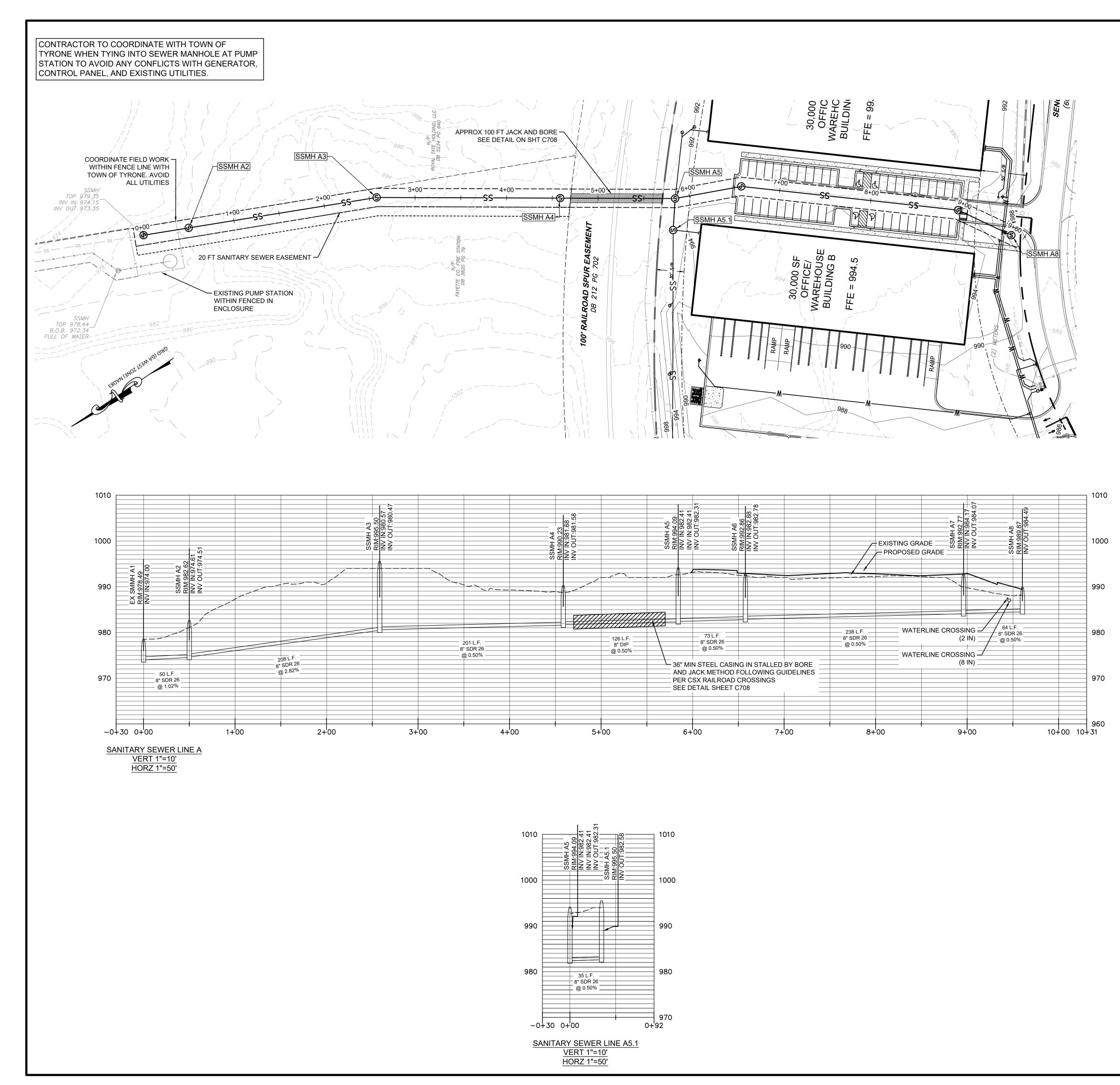
Know what's **below. Call** before you dig.











#### Sanitary Sewer Notes

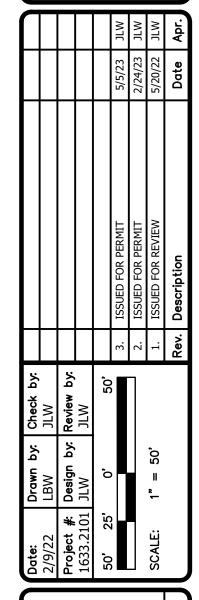
- 1. All wastewater pipe construction shown on these plans must conform to Fulton County Standards and Specifications, including Sanitary Sewer Regulations latest copy.
- 2. No sanitary sewer shall be accepted by the Town of Tyrone without an as-built drawing showing the horizontal and vertical alignment of the sewer system, the location of all manholes, sewer connections, piping materials, required easement limits and junctions, and property lines.
- 3. Contractor must field verify the location and elevation of all known and unknown underground utilities.
- 4. All temporary and permanent wastewater easements must be dressed and grassed to control erosion prior to acceptance. Trees shall not be planted in the permanent easement area, or within 10-feet of a Town of Tyrone sewer main.
- 5. As-built drawings and maintenance bond(s) must be submitted and are required prior to inspection and acceptance. Digital as-built will be required. Note that digital as-builts will be required at the completion of the project.
- 6. Neoprene couplings with stainless steel bands and shear rings are required for joining different types of sanitary sewer pipes.
- 7. Pools shall not drain into wastewater pipe systems. Pools shall drain into an approved individual onsite wastewater management system.
- 8. Low pressure air testing required for all wastewater pipe systems. This test must meet all requirements as outlined in UNI-B-06 or current revision. A Town of Tyrone Inspector must be present during testing.
- 9. Contractor shall field verify the locations and invert elevations of wastewater pipes for a connection to existing wastewater systems.
- 10. Contractor is to cut and remove the pipe only upon final approval by the Town of Tyrone Inspector.
- 11. All wastewater lines and laterals with less than one-foot of clearance to another utility line shall be constructed with a concrete saddle to maintain separation.
- 12. No fill shall be placed on a sanitary sewer easement without approval by the Director of PW. All sanitary manholes must extend to the ground surface.
- 13. For all projects utilizing individual onsite wastewater management systems design and provisions shall be in conformance with Fayette County Public Health Department regulations.
- 14. Eight-inches (8") or larger pipe lines shall be TV inspected. A virus free portable storage drive(USB Flash Drive) and written inspection log in compliance with NASSCO requirements and certified by a Georgia Registered Engineer or Registered Land Surveyor shall be provided when as-builts are submitted. All videos shall include PACP and MACP completed forms. A copy of the operator's current NASSCO certification shall be submitted.
- 15. USF 7635 Box required for wastewater cleanouts in paved area per Fulton County Standard Detail 709.

16. Compaction of the back fill of all trenches shall be compacted to at least 90% Standard Proctor density. Backfill material shall be free from roots, stumps, or other foreign debris, and shall be placed at or near optimum moisture content. Correction of any trench settlement within a year from the date of approval will be the responsibility of the contractor. Compaction of the back fill of all trenches located under pavement shall be compacted to at least 95% Standard Proctor density.

- 17. Sanitary sewer laterals should be marked with 4"x4"post with min. 4-feet above ground. The top 1' should be painted green. Each lateral is to be brought to the ground surface in accordance with Fulton County Standard 909.
- 18. All required off site easements shall be dedicated to Town of Tyrone prior to Utility permitting. All public on- site easements for other than single family residential projects that will be final platted shall be dedicated to Town of Tyrone prior to permit approval.
- 19. For residential projects where onsite sanitary sewer easements are to be dedicated to Town of Tyrone, the following applies: Sanitary sewer easement inside property line to be shown in final plat for recording.
- 20. For all projects containing PVC wastewater pipes, also include the following notes: (see attached condition for PVC).
  - a. Pipe shall be ASTM D3034, SDR26 in 14 foot laying lengths with elastomeric sealed joints in accordance with ASTM D3212.
  - b. Pipe bedding shall be #57, sharp, angular, crushed stone. Bedding shall extend a minimum of 4" below the pipe and extend to the top of the pipe. The bedding shall be compacted by "slicing with a flat shovel". The width of the ditch must be in accordance with OSHA Safety Standards.
  - c. Initial backfill: After bedding, complete initial backfill with #57 stone. If no rock is encountered, initial backfill shall extend to a height 611 above of the top of the pipe, otherwise initial backfill shall extend to 12" above the top of the pipe.
  - d. Fittings for lateral connections shall be 45° WYES and bends. Provide PVC pipe stoppers for each lateral. Provide special watertight connections at manholes and transitions to ductile iron pipe as recommended by the pipe manufacturer.
  - e. After installation, a deflection test is required. Initial deflection shall be limited to 3% of the undeflected diameter. A second test shall be made at least 8 months after the installation but before final acceptance. At that time deflection shall be limited to 5% of the undeflected diameter.
- 21. All manholes located within a paved area shall have concentric cone sections and flange down frames and covers. All manholes located within an unpaved area shall have eccentric cone sections with bolt down flange up frame and covers, or hinged cast in place lockable covers. All manholes located within a flood prone area shall have eccentric cone sections with bolt down gasketed flange up frame and covers. Raise top of manholes in landscape areas to 0.5-feet above grade.
- 22. Issuance of this permit does not in any way imply that wastewater taps for building permits will be issued. Contact the Department of Public Works, at (770) 487-4038 for further information.
- 23. Any changes to the sewer drawings must be approved by Town of Tyrone.
- 24. Notify Town of Tyrone Inspector 24-hours prior to construction.

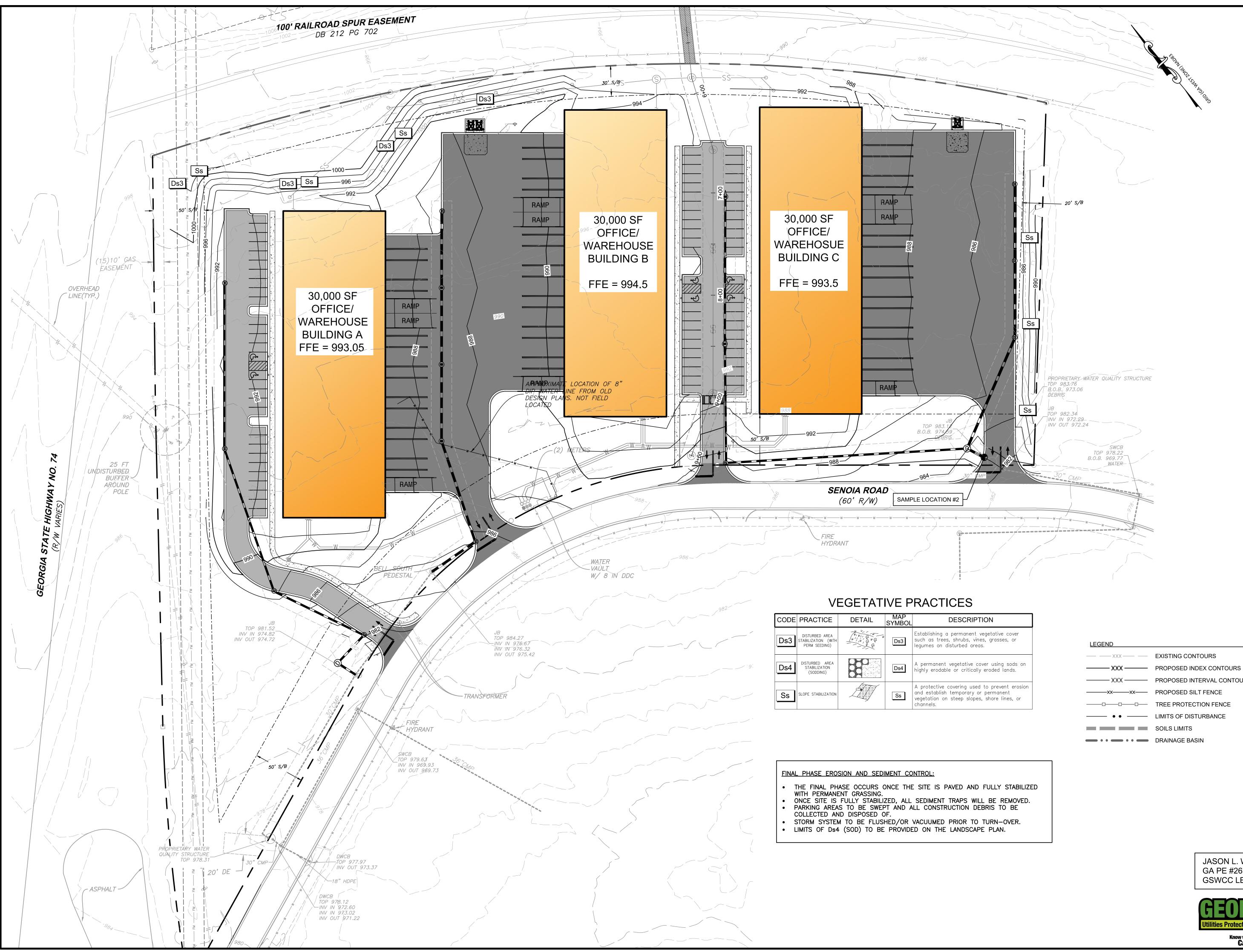






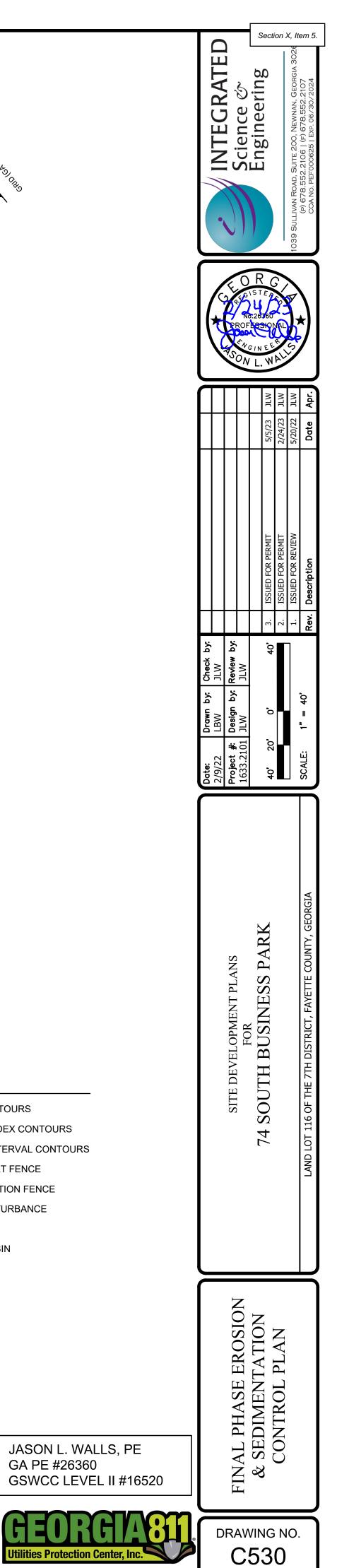
SITE DEVELOPMENT PLANS FOR 74 SOUTH BUSINESS PARK	LAND LOT 116 OF THE 7TH DISTRICT, FAYETTE COUNTY, GE
SEWER EXTENSION PLAN	





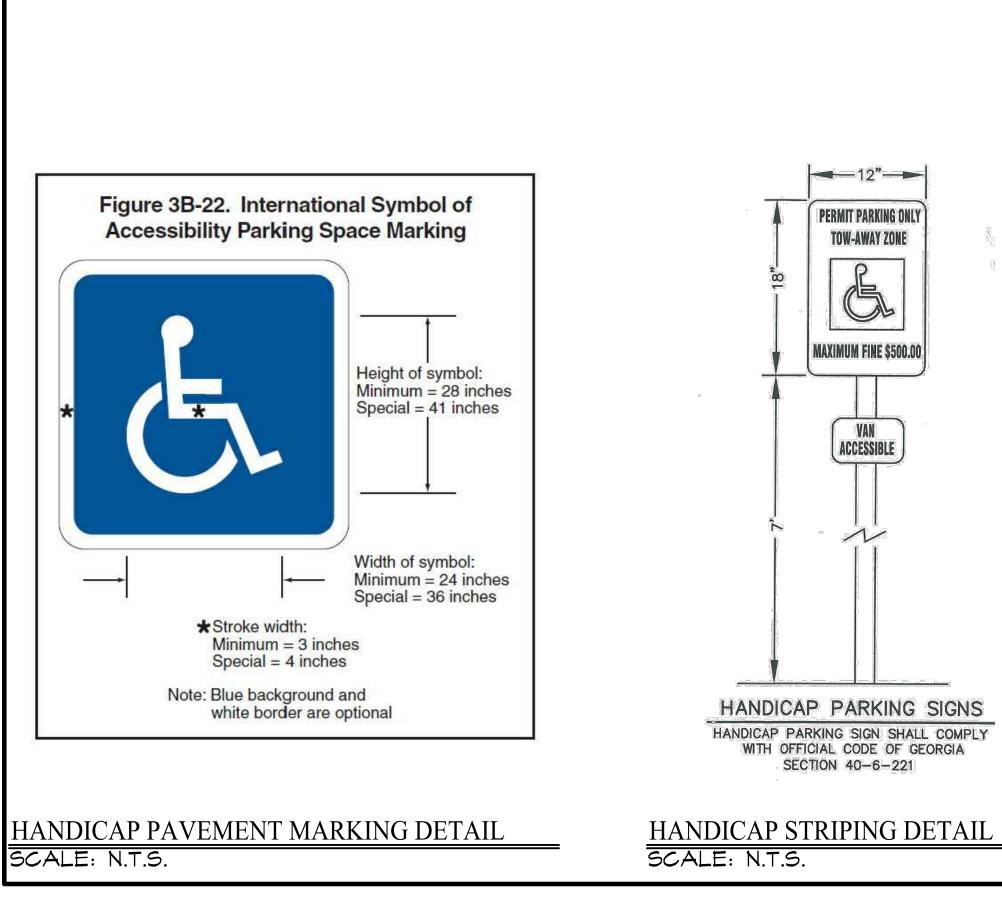
SCRIPTION
rmanent vegetative cover hrubs, vines, grasses, or rbed areas.
letative cover using sods on r critically eroded lands.
ering used to prevent erosion nporary or permanent eep slopes, shore lines, or

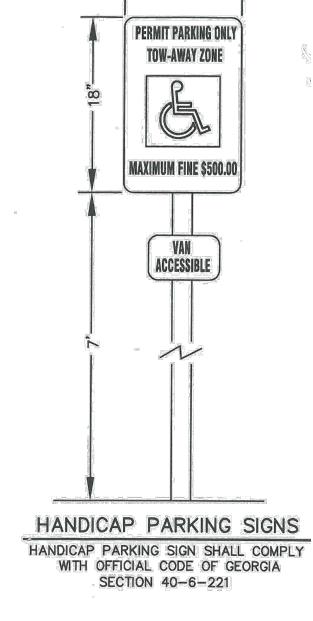
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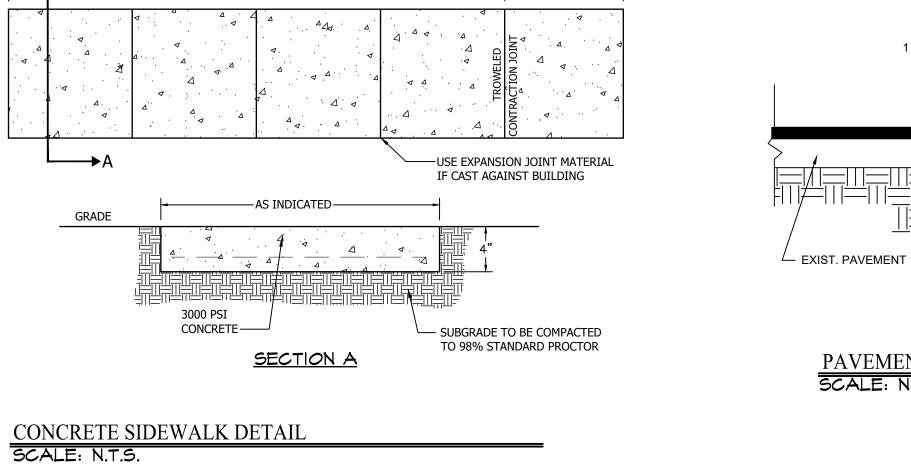
# Know what's **below. Call** before you dig.

GA PE #26360



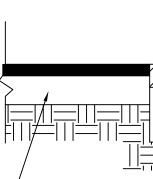


**→**=12"→>



—\_5' O.C.—

-EXP. JOINT 20' O.C.-



1 1/2" ASPHALTIC CONC. TOPPING -

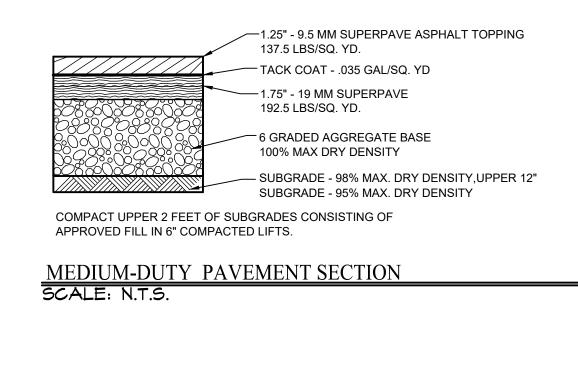
PAVEMENT PATCH DETAIL

SCALE: N.T.S.

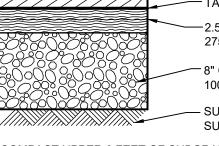
COMPACTED BACKFILL

TRENCH WIDTH VARIES

100% STD. PROCTOR



APPROVED FILL IN 6" COMPACTED LIFTS. HEAVY-DUTY\_PAVEMENT SECTION SCALE: N.T.S.



165 LBS/SQ. YD. TACK COAT - .035 GAL/SQ. YD 2.5" 19 MM SUPERPAVE 275 LBS/SQ. YD. 8" GRADED AGGREGATE BASE 100% MAX DRY DENSITY - SUBGRADE - 98% MAX. DRY DENSITY, UPPER 12" SUBGRADE - 95% MAX. DRY DENSITY COMPACT UPPER 2 FEET OF SUBGRADES CONSISTING OF 6" 4000 PSI CONCRETE -

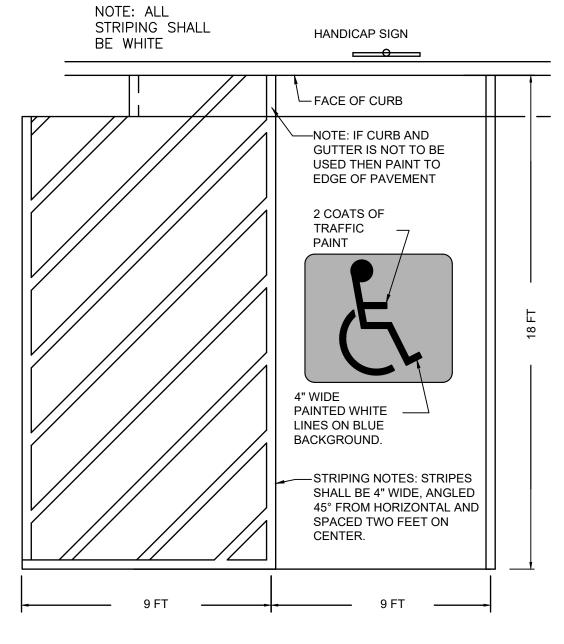
\_ 8" CONCRETE SLAB

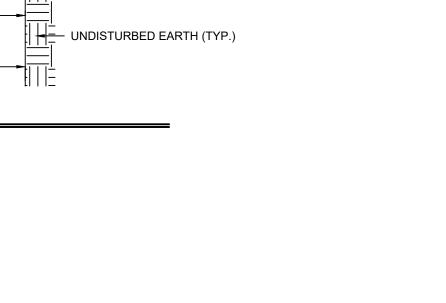
— SAWCUT (TYP.)

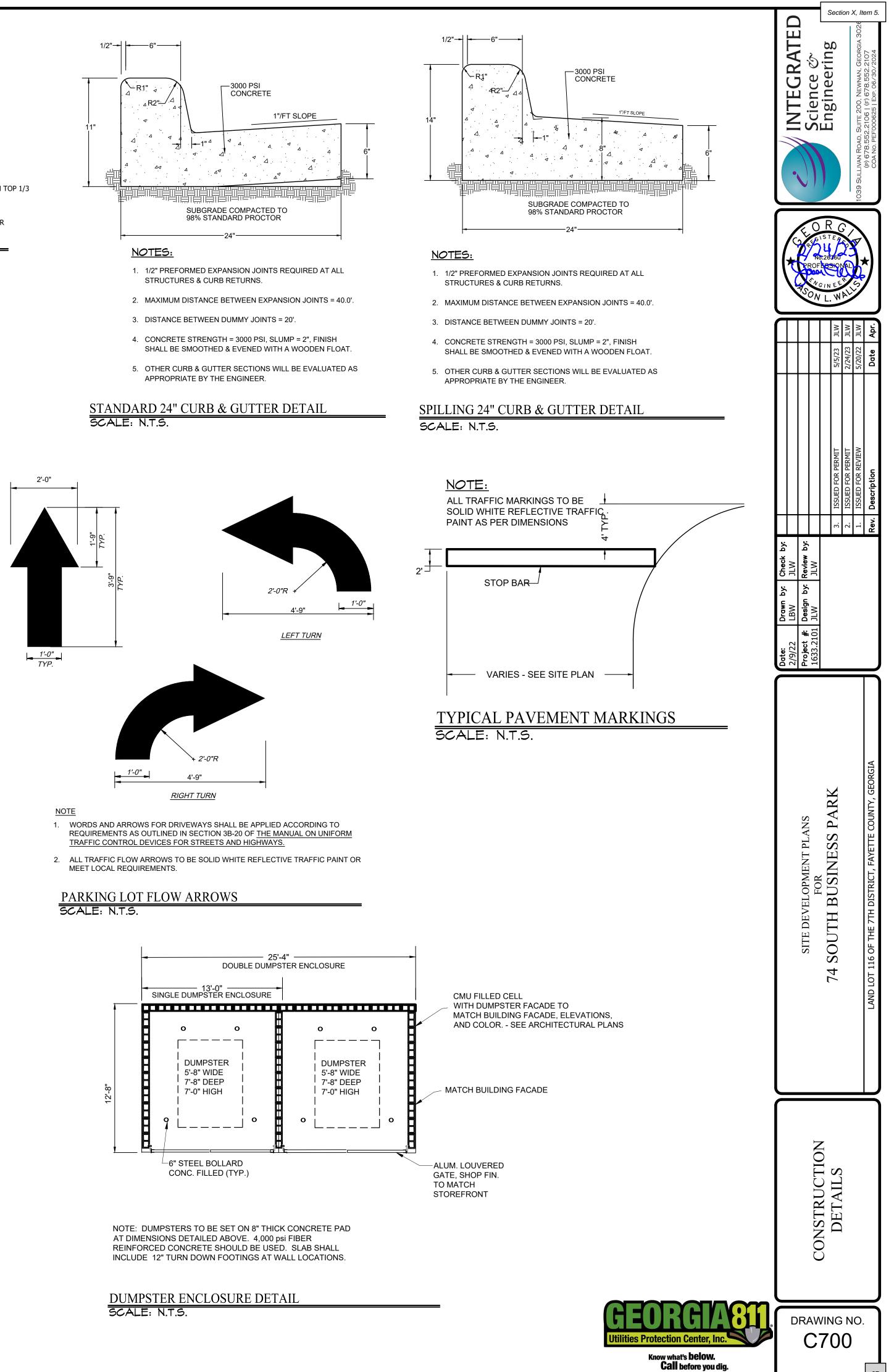
3,000 PSI MIN

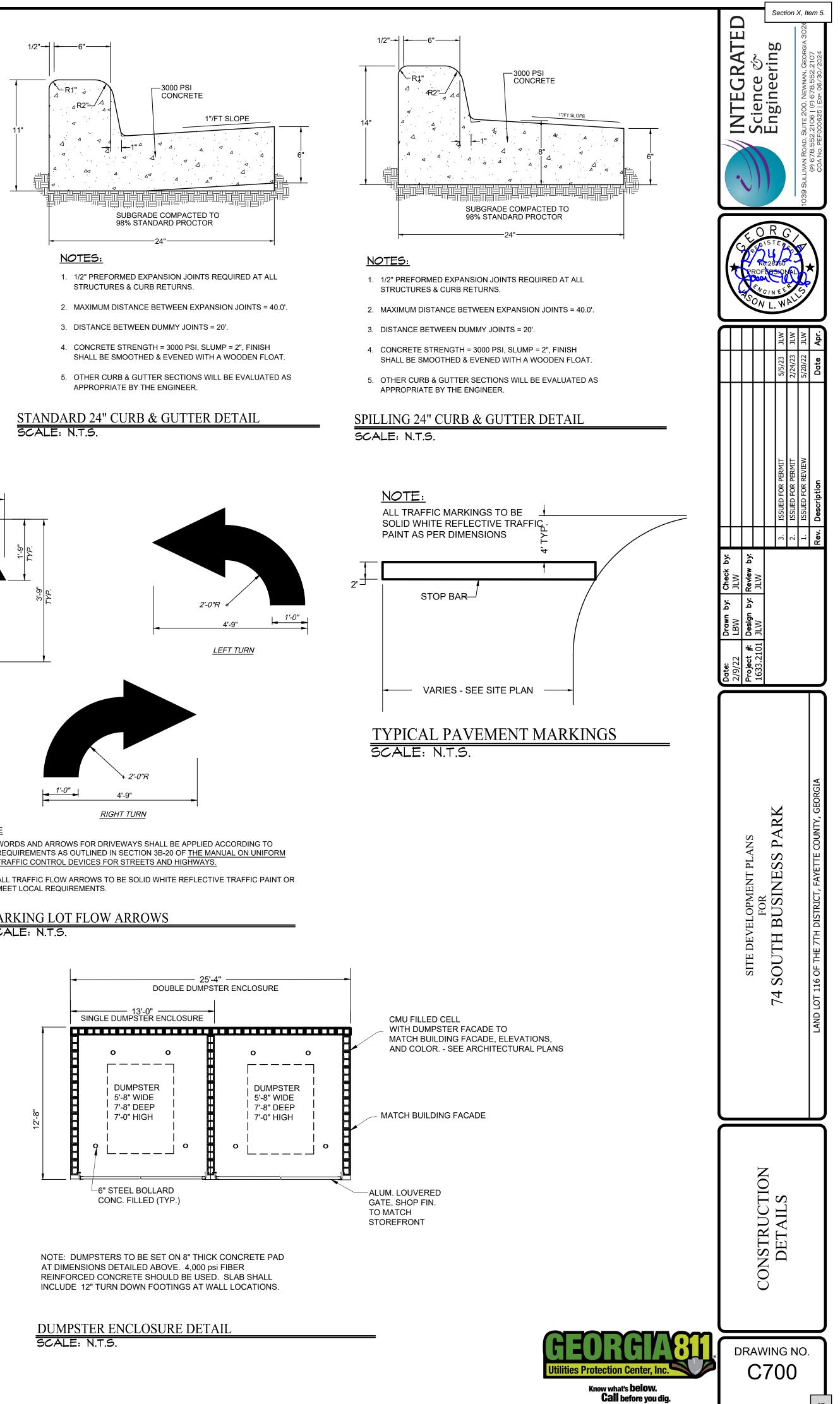
12" TYP.

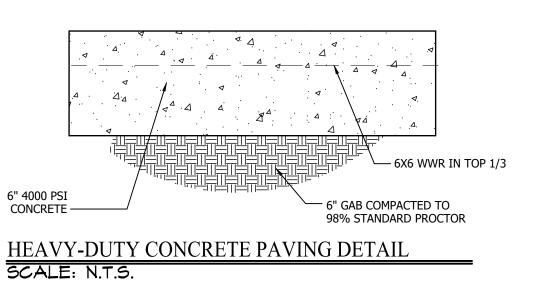




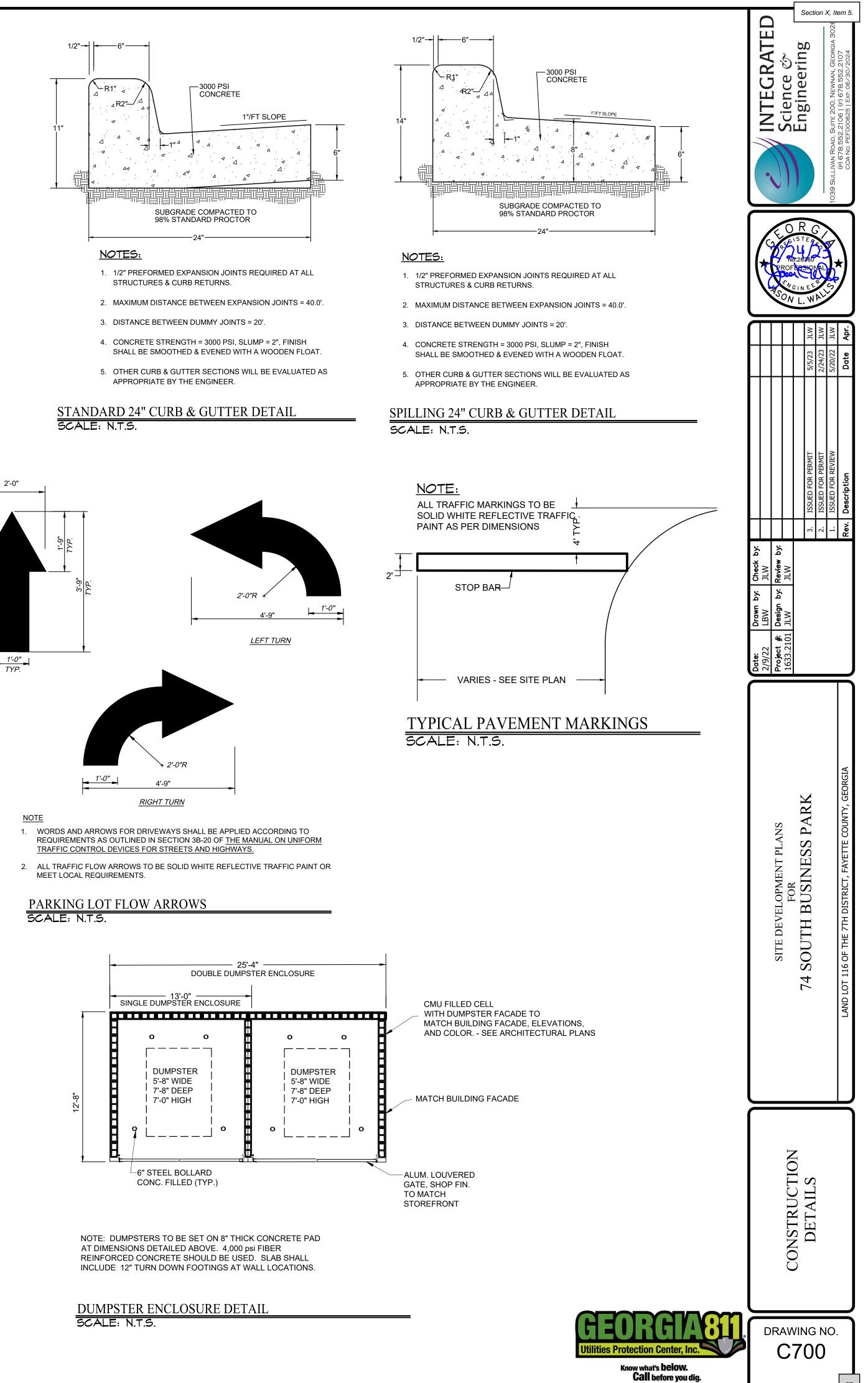


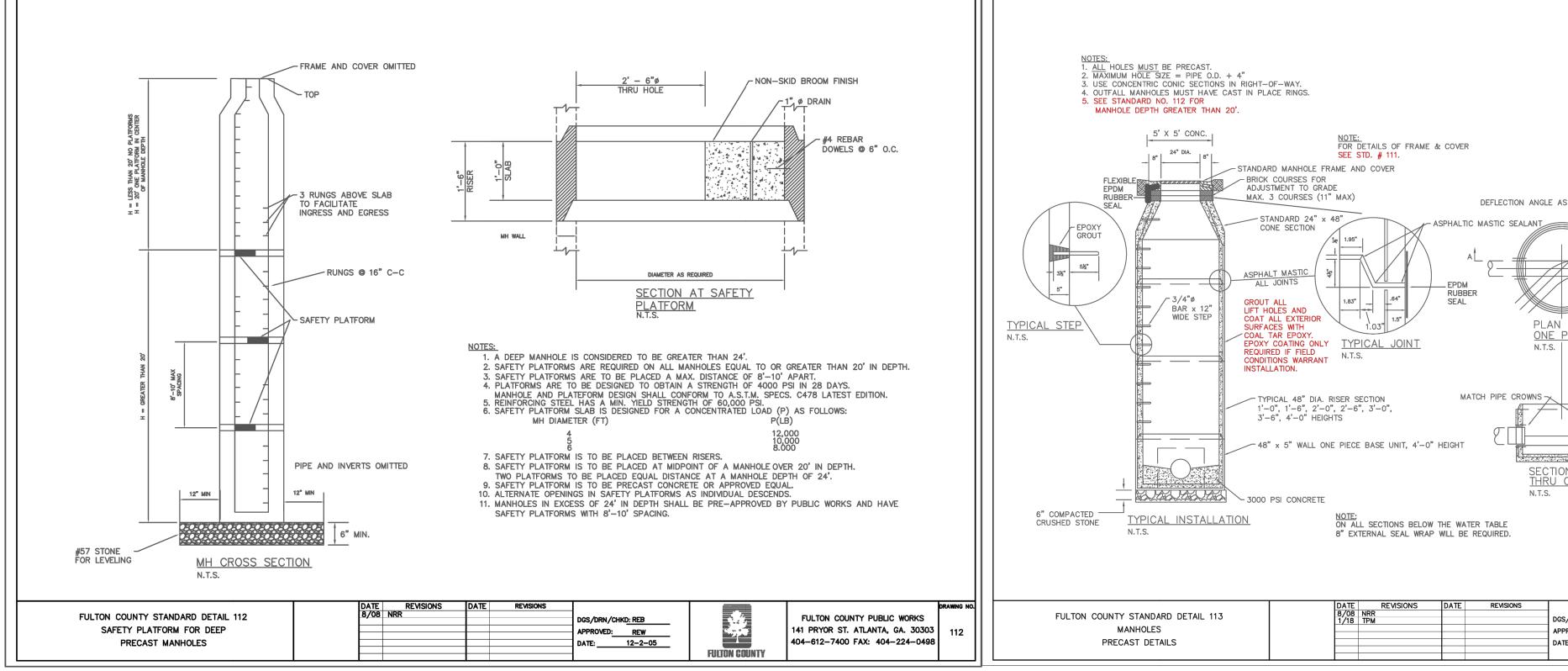


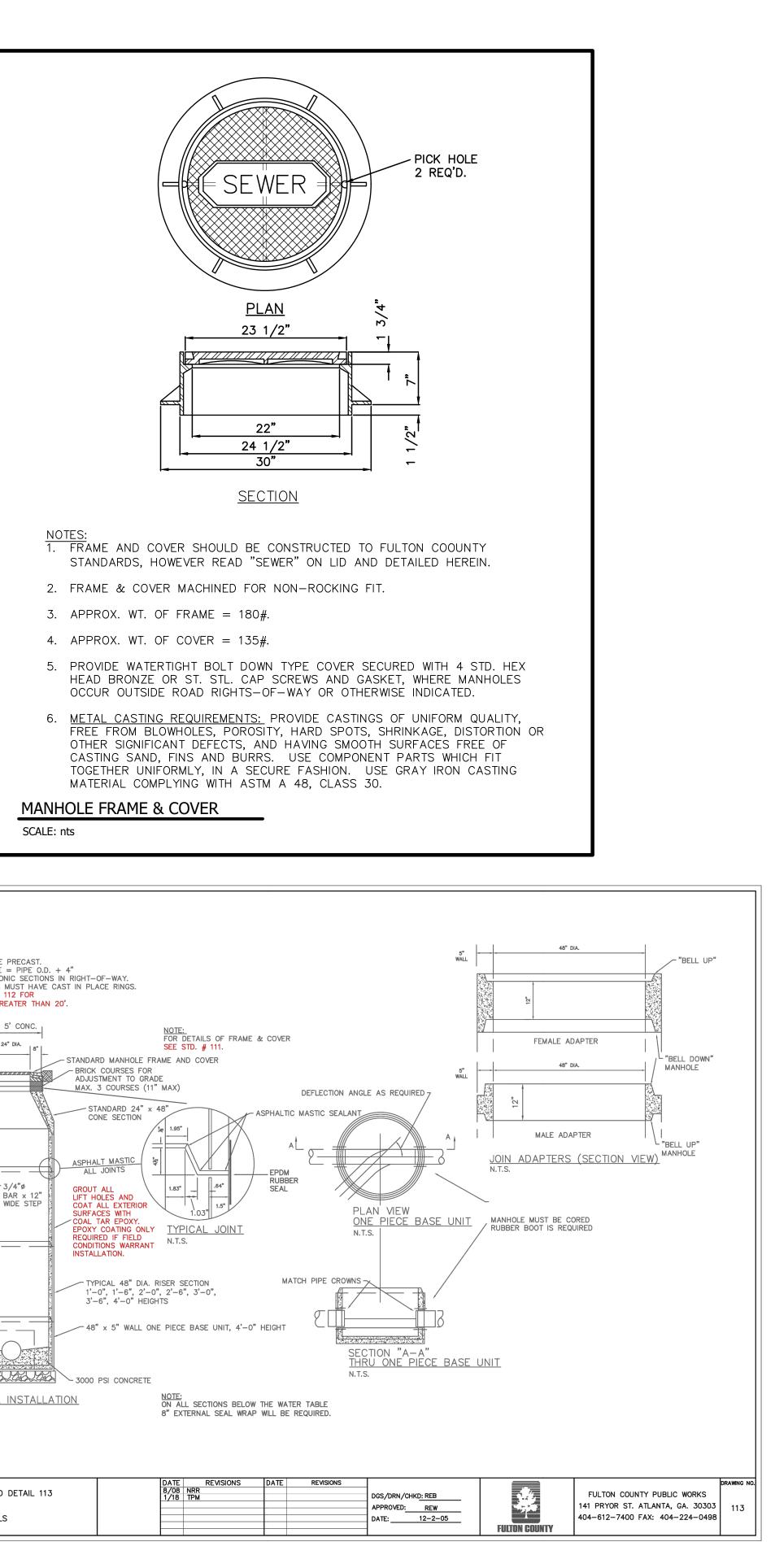


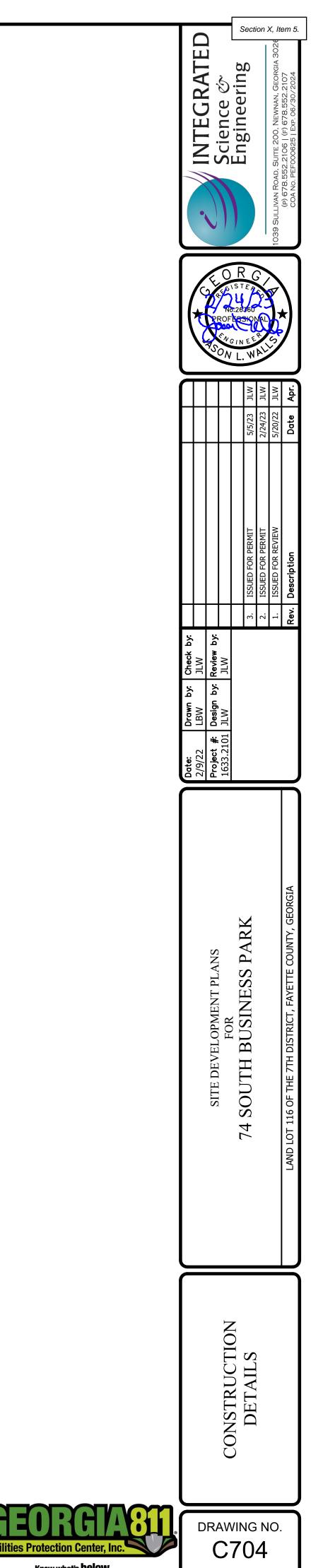


# -1.5" 9.5 MM SUPERPAVE ASPHALT TOPPING

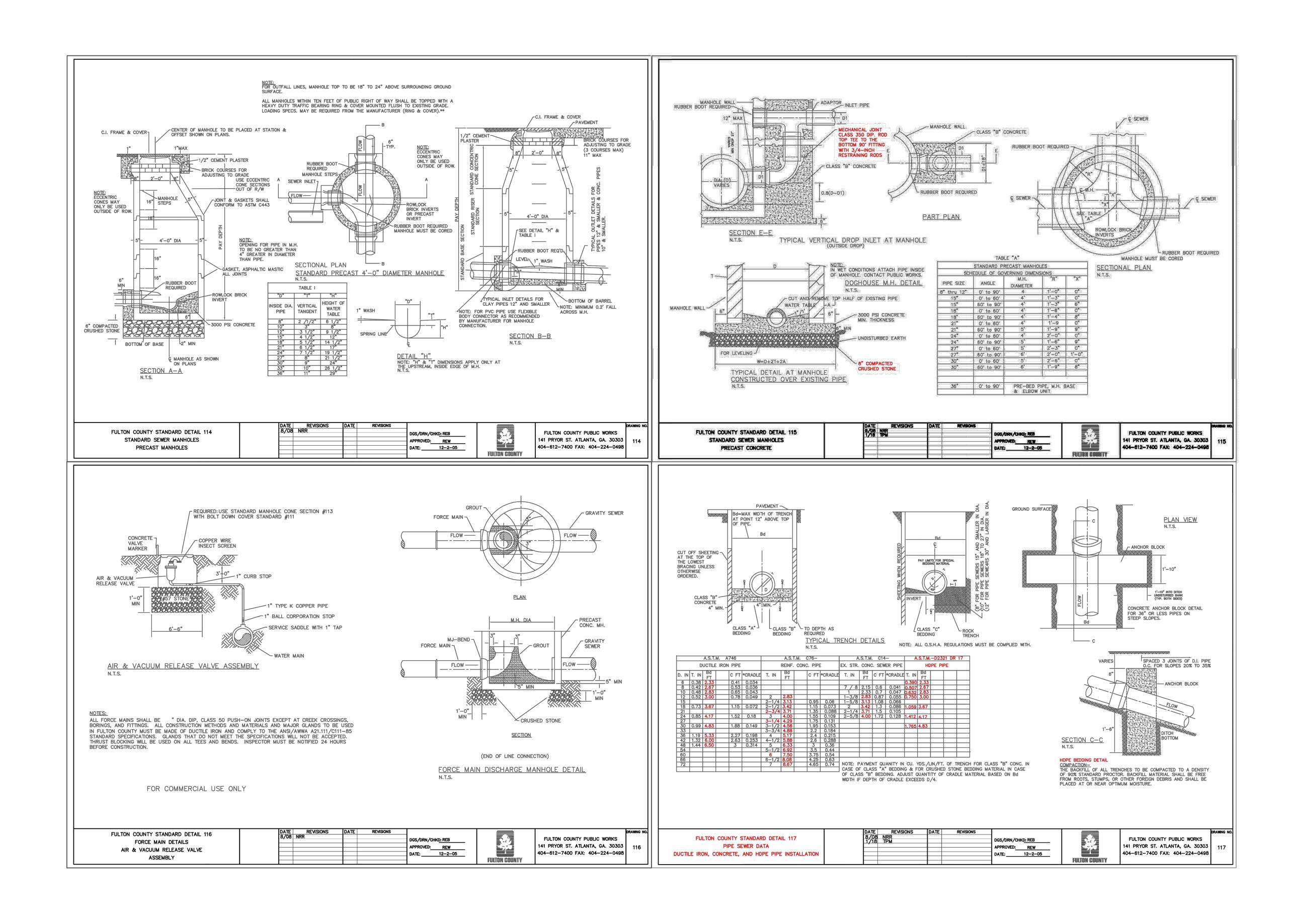


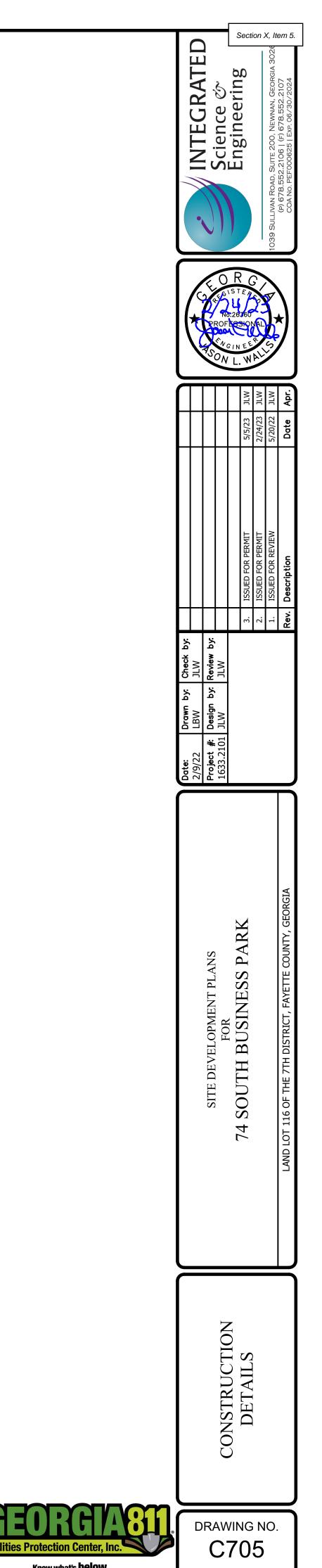






Know what's **below. Call** before you dig.





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