



## **TOWN COUNCIL MEETING September 01, 2022 at 7:00 PM**

*950 Senoia Road, Tyrone, GA 30290*

**Eric Dial**, Mayor

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

**Linda Howard**, Post 1

**Melissa Hill**, Post 2

**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager

**Dee Baker**, Town Clerk

**Dennis Davenport**, Town Attorney

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

### **II. INVOCATION**

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

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

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

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

1. Approval of minutes from August 16, 2022, and August 18, 2022, 6:30 pm and 7:00 pm.
2. Approval for the Pyrotecnico Fireworks Contract for Founder's Day for \$13,070.
3. Appoint Taylor & Strickland Law Firm as the Indigent Defense Attorney's for Tyrone Municipal Court for From September 1, 2022 – December 31, 2022.

### **VII. PRESENTATIONS**

### **VIII. PUBLIC HEARINGS**

### **IX. OLD BUSINESS**

### **X. NEW BUSINESS**

4. Consideration to Award the Transportation Engineering Service Task Order 8 - 2023 Asphalt Resurfacing Project to POND, Inc. for an amount not to exceed \$68,166.75.

**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 - SPECIAL CALLED  
MILLAGE MEETING**

Section VI, Item 1.

**MINUTES**

**August 16, 2022 at 5:00 PM**

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Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

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

**V. APPROVAL OF AGENDA**

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.*

**VII. PRESENTATIONS**

**VIII. PUBLIC HEARINGS**

1. 2022 Millage Rate Public Hearing #2

Ms. Beach shared that the meeting was the second of three mandatory public hearings for the proposed millage rate that was reviewed at that time each year. She added that three were required because staff recommended keeping the proposed 2.889 mills. She added that it had remained 2.889 for 15 years if it passed on Thursday night. Because staff was not recommending a roll-back, it would be considered an increase as advertised. If approved, this year's millage would provide 15% of the budgeted General Fund. She added that when preparing the budget, it was expected to keep everything the same for the 15<sup>th</sup> year in a row which was what the budget was based on.

She shared that after tonight's public hearing, the final public hearing would be on Thursday, August 18<sup>th</sup> at 6:30 pm, and the adoption would take place at the regularly scheduled meeting following at 7:00 pm.

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

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

## **IX. OLD BUSINESS**

## **X. NEW BUSINESS**

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

## **XII. STAFF COMMENTS**

## **XIII. COUNCIL COMMENTS**

Council Member Howard stated that after the last public hearing she looked closer into the millage rate item. It bothered her that the Town would be increasing by 15.99%. She added that she had met with Mr. Perkins regarding the process to roll back the 2.889 for what the citizens paid in the previous year's fair market home value. She stated that Mr. Perkins informed her that the rate would then need to be rolled back to 2.537. She stated that the concern was that over the last six years if this year was approved, there would be a total increase to citizens of 50.69%. In her opinion, that was too much. If there was no increase in the fair market value, the Town would have managed. If there were an additional million dollars, it would have been put to use. She shared that with the current economy, the Town should consider our citizens and not cause them to have an increase in their taxes. It was hard on families and senior citizens with fixed incomes.

Mayor Dial shared that as Ms. Beach mentioned, the Town had maintained the same millage rate for 15 years, as the market fluctuated. His concern was that the Town expect forthcoming volatility as the housing market would decline. In a couple of years, the Town would then need to raise the millage rate to make up for the loss. He added that he would be more inclined to be mindful of protecting the integrity of the taxes and to always keep it at a fairly low rate. He reiterated that he thought it prudent not to lower the rate to later have to raise it to make up for the significant loss.

Council Member Howard stated that if the Town was not having trouble raising the rate at that time, why would the Town have trouble raising it in two years if the market dropped, as long as we did not go over 2.889? She mentioned articles regarding the increase in the local newspapers and added that it was time to show the citizens that we care about them and roll back the rate.

Mayor Dial clarified that the rate was not being raised, only the revenue. In the future, it may need to be raised if it was lowered this year. Council Member Howard stated that if a break was given to citizens this current year, they would probably expect us to raise the rate to what it was in previous years.

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

Motion made by Council Member Campbell.

Voting Yea: Council Member Howard, Council Member Hill, Council Member Furr.

The meeting adjourned at 5:13 pm.

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

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

**TYRONE TOWN COUNCIL  
MEETING - SPECIAL CALLED  
MILLAGE MEETING**

Section VI, Item 1.

**MINUTES  
August 18, 2022 at 6:30 PM**

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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

Also present:

Phillip Trocquet, Town Planner

Sandy Beach, Finance Manager

April Spradlin, Court Clerk

Lieutenant, Philip Nelson

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

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

**V. APPROVAL OF AGENDA**

A motion was made to approve the agenda.

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

Voting Yea: Council Member Hill, Council Member Campbell.

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

**VII. PRESENTATIONS**

## VIII. PUBLIC HEARINGS

### 1. 2022 Millage Rate Public Hearing #3

Mayor Dial explained the public hearing portion.

Ms. Beach briefed Council on the item. She shared that each year in August, Tyrone's share of the property taxes was calculated. She added that the meeting was the third required public hearing. The taxes would be utilized for 15% of the Town's General Fund for the fiscal year 2022/20223 budget. She added that the Town's recommended rate for the 15<sup>th</sup> year in a row would be 2.889 mills.

Ms. Beach shared a pie chart with everyone, explaining how the County taxes were divided. She stated that 62.5% of the chart was estimated for the Fayette County Board of Education (19.15 mills), 2.8% was for the school bond (.85 mills), 13.1% was for Fayette County (4.034 mills), Fayette County Fire services which were provided to our citizens was 3.07mills, Fayette County Emergency Services, also provided to the citizens would be 1.5 % (.456 mills), E-911 was .21 mills, and Tyrone was 9.4 % of your Fayette County tax bill (2.889 mills). She explained that the 2.889 mills estimated rate was for an average home assessed value of \$375,000. Citizens would then see an estimated increase in their bills by \$52.09 this year. She added that home values and prices had increased this year and that staff recommended the approval of 2.889 mills for the 15<sup>th</sup> year in a row. She stated that Council would have a final vote at the following 7:00 pm Council meeting.

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

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

Mayor Dial repeated that Council would be voting on the item at the 7:00 pm meeting.

## IX. OLD BUSINESS

## X. NEW BUSINESS

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

## XII. STAFF COMMENTS

## XIII. COUNCIL COMMENTS

Mayor Dial welcomed Boy Scouts, Thomas and Matthew Hawkins, and Carson and Kohen Newby from Troop 181 that meets at the Christ our Shepherd Lutheran Church in Peachtree City. They were in attendance for their merit badges.

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

A motion was made to move into Executive Session for one (1) item of threatened litigation and to review the Executive Session minutes from August 4, 2022.

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

A motion to reconvene was made.

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

A motion was made to approve the Executive Session minutes from August 4, 2022.

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

#### **XV. ADJOURNMENT**

A motion was made to adjourn.

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

The meeting adjourned at 6:45 pm.

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

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



# TYRONE TOWN COUNCIL MEETING

Section VI, Item 1.

## MINUTES

August 18, 2022 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present was:

Sandy Beach, Finance Manager

Patty Newland, Library Supervisor

Marge Garrett, Librarian

April Spradlin, Court Clerk

Scott Langford, Town Engineer / Public Works Director

### I. CALL TO ORDER

### II. INVOCATION

### III. PLEDGE OF ALLEGIANCE

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

### 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 Council minutes from August 4, 2022, and August 10, 2022.
2. Approval to surplus concrete pavers and donate them to the Tyrone Community Garden.
3. Approval to hire Kate Chambers as the Children & Youth Services Librarian.

A motion was made to approve the consent agenda.

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

## VII. PRESENTATIONS

## VIII. PUBLIC HEARINGS

4. Consideration to hear a revision of a development plan as part of the Light Industrial (M1) Planned Industrial Park (PIP) overlay of parcel 0726-068 from applicant East Group Properties LP on behalf of the owner, Hobgood Family, LP. ***Phillip Trocquet, Community Development***

Mr. Trocquet informed Council of the rezoning. He stated that the property was approximately 60 acres and the surrounding zonings were CMU, C-1, EI, AR, and M-2. The applicant, East Group Properties, L.P. submitted a petition on behalf of the owner, Hobgood Family, L.P. The property was recently rezoned from O-I (Office Institution) to M-1 (Light Industrial) PIP (Planned Industrial Park) with a specific development plan for movie media production studios and ancillary businesses. He added that the property was also associated with Development of Regional Impact (DRI) 2830 which reviewed both the studio development plan and mixed-use development plan for the 43-acre tract to the north.

Mr. Trocquet shared that the petition was generally consistent with the Town's Comprehensive Plan and Future Development strategy. The property lies within the Community Gateway Character area which promoted the development of future medical, entertainment, and other emerging high-tech industries as well as business headquarters through high-quality architectural and landscaping standards that protect the scenic nature of the Hwy 74 corridor. He added that the proposed development plan focused on incorporating such landscaping, berming, and screening elements listed in the comprehensive plan. Current architectural renderings did not reflect the Town's material requirement but did highlight high architectural standards. If material requirements were adhered to, staff considered such renderings to meet the standard of the Comprehensive Plan. The lower traffic count of the development compared with previous approvals reflects a lower-intensity transportation impact with fewer access points on SR-74. A cart path constructed to Town Standards has also been reflected in the development plan furthering the goals of the Town's multi-use connectivity goals in the Comp Plan.

Mr. Trocquet shared that the proposed development plan suggested appropriate uses for SR-74 and the Community Gateway Character area and surrounding properties if appropriately screened, buffered, and constructed to the architectural guidelines listed in the ordinance. He stated that the proposed development plan had the potential to adversely affect adjacent properties from a traffic perspective, although a traffic study reflecting a lower impact from the previously approved zoning had been submitted. Comments from the Fayette County Board of Education was also acquired with no objection to the proposed development.

Appropriate traffic and transportation improvements had been outlined by the Development of Regional Impact (DRI). He added that staff wished to include those improvements if approved.

Mr. Trocquet stated that it was staff's determination that the property currently had reasonable economic use under the current development plan. He added that given the traffic capacity of SR-74 and Jenkins Rd, it was staff's opinion that if no traffic improvements were constructed, the development could pose an excessive burden on road infrastructure. If the proposed traffic improvements listed in the DRI were implemented, that would address the issue. The proposed development suggested an average of 9,250 GPD sewer and water usage which was not burdensome on the Town's existing sewer or water capacity. Stormwater facilities built to appropriate standards and regulated by a recorded maintenance agreement would be required to ensure a feasible impact on the Town's preexisting stormwater infrastructure.

Mr. Trocquet shared that if Council chose to recommend approval, staff recommended that all transportation improvement comments from the Georgia Regional Transportation Authority's (GRTA) Development of Regional Impact (DRI) findings be implemented for the consideration approval of the property development (page 22 of their packets): He shared that GRTA sighted the need to provide pedestrian connectivity between all buildings and uses. Regarding access, there were three conditions. For Driveway A (Hwy 74), it stated to construct a driveway with one ingress/egress lane entering the site, and one ingress/egress lane exiting the site. He stated that for Driveway B (Hwy 74), construct a right-in/right-out driveway with one ingress lane entering the site, and one egress lane exiting the site. Also, to construct one northbound right-turn lane along Hwy 74 into site driveway B. For Driveway C (Jenkins Road), construct a driveway with one ingress lane entering the site, and one egress lane exiting the site.

Mr. Trocquet stated that it was also recommended to install a southbound right turn lane along Ellison Road, however, that road was outside our jurisdiction. He shared that staff agreed that the development plan was consistent with the Comprehensive Plan and ordinances. If Council chose to approve, staff and Planning Commission was asked to consider the following conditions, architectural landscaping, requirements listed in the development plan meet that of Sec. 113-191 (Quality Growth Development District Special Requirements) - specifically finish construction and perimeter berming requirements, and that all transportation improvement comments mentioned earlier from GRTA's DRI determination.

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

Attorney Rick Lindsey represented the East Group along with Mr. John Coleman and John Rattliff. Mr. Ed Wyatt was representing Hobgood Family LP which was the property owner. Mr. Lindsay stated that the plan would comply with the Comprehensive Plan, the Future Land Use Map, and the gateway entrance requirements of the Town.

He shared that their packets included photos of the East Group's buildings and their architecture throughout the sunbelt states, which would adhere to all required standards. He added that although the item was a rezoning, it was also a revision to the development plan. This development plan would be less intensive than the previously slated movie studios in the same location. Mr. Lindsey stated that their development would have 23% less traffic than the movie studios in the morning hours and 15% less in the evening. He also wanted to clarify that the development was not a distribution center, it was designed for smaller companies. He added that the types of vehicles that would be entering and exiting the property would be panel trucks, vans, and cars, not semi-trucks. The jobs offered should be high-paying quality jobs for the local community which would contribute to the tax base and quality of life. He estimated that over the next 10 years, the development would bring in approximately \$7 Million, with \$1.3 Million distributed to Tyrone. This would estimate \$130,000 in additional annual taxes. Mr. Lindsey stated that they did meet with the Fayette County School Board and that Dr. Paterson and his team were in support of the application. He added that they had gone through the DRI review and received approval from GRETA with conditions that they would adhere to. He also shared that the development went before the Town's Planning Commission twice with their conditions it received unanimous votes both times. Only two individuals came to the meetings wanting more information. He shared his email and phone number if they had any questions. He believed he satisfied their queries. He reiterated that the School Board was in favor and also believed that no one was in opposition of the development that would bring great jobs and generate taxes. It was a nice fit for the community.

Executive Vice President of East Group Properties Mr. John Coleman spoke next. He introduced his team, Wesley Reed (Civil Engineer), and Harrison Forder (Traffic Consultant). He added that Courney was a 30-year resident of Fayette County and was very familiar with the site. He stated that East Group Properties was a publicly traded real estate investment trust on the New York Stock Exchange, under EGP, with ownership within the sunbelt states. Mr. Coleman shared that he had been with EGP for 20 years and lived in Atlanta. He added that if there were ever an issue, Mr. Trocquet could easily reach out to him. He added that their goal was to partner with the Town and for the project to be a win/win for both parties. The property would be unique in that they would be long-time owners for 20 to 50 years. The properties would not be built to sell. They build high-quality business parks and locations. It would include above standard architectural, signage, and landscaping designs. He added that each tenant would have the same signage restrictions in their lease agreements. The park would house technology companies, healthcare, aviation, homebuilder showrooms, movie studio production, and pharmaceutical companies. He restated that they were not a distribution center park. Mr. Coleman then displayed what their parks were and were not. He shared that there would be multi entrances for multi-tenants, with no large parking lots. The target companies would be higher-paying jobs to benefit the community. He stated that there would be five buildings with 30,000-50,000 square feet per tenant. There would be multiple entrances in front of the single-story buildings with high glass frontage, upscale architecture, and landscaping. He added that they had agreed to the required landscape berm along Hwy 74 and the multi-use cart path for the full length of the property. Mr. Coleman then shared interior pictures of spaces in Orlando and Tampa.

There were no further comments in favor of the item.

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

Mayor Dial then asked Council if they had any questions or concerns.

Council Member Campbell inquired about Exit C within the traffic study pertaining to Jenkins Road. He asked why were arrows pointing toward Ellison Road. He added, how much would the development utilize Sandy Creek, Jenkins, and Ellison Roads? Mr. Forder stated that his firm projected 20% would move out toward Ellison and Sandy Creek Road to the east, and all service vehicles were projected to use Hwy 74.

Mayor Dial shared his appreciation for reaching out to the Board of Education's Superintendent, Dr. Jonathan Patterson. He suggested also reaching out to the new principal at Sandy Creek, Ms. Tosha Oliver, and Mr. Satterfield over facilities. Mr. Lindsey stated that they had met with Mr. Patterson and several of his executive team and offered to partner with Sandy Creek depending on their tenants. A high school program could be applied. We want to partner with the Town and the school system. Mayor Dial inquired about reaching out to Hopewell United Methodist Church. Mr. Lindsey stated that he did not. He met with the school system and the two gentlemen in attendance at the Planning Commission meeting. He assumed that there was no opposition. Mayor Dial asked Mr. Lindsey to state for the record that all conditions would be met. Mr. Trocquet assured him that Mr. Lindsey stated that they did agree to all conditions placed on the development.

Mayor Dial shared that the renderings showed examples of brick and glass, he wished to ensure that standards would be followed. Mr. Lindsey assured him that they would adhere to the Town's architectural standards. Mayor Dial then asked what the plan was for a buffer between Hwy 74 and the front buildings. Mr. Reed shared that a 4-foot berm with plantings on top. He then displayed a cross-sectional view that would block most of the buildings. He added that there would be a parking lot in between the building and the berm which would be 64 feet, including the sidewalk it would be 80 feet. The berm would also continue around the utility poles.

Mayor Dial inquired about the multi-use path. Mr. Trocquet stated that the path was shown to be placed at the rear of the site. Council Member Campbell inquired about signage. Mr. Trocquet stated that they were allowed a monument sign. Mr. Reed added that they would also adhere to the code regarding exterior lighting for the monument sign.

Council Member Campbell inquired about the multi-use path and added that the plan called for 58% impervious surface which would require a detention pond. He added that he agreed with one Planning Commissioner that suggested the rain garden concept. Mr. Reed stated that there would be green space between the two buildings with a bioretention area, similar to the rain garden. This would be where a large portion of the water treatment would occur. The area would also include a detention pond for added treatment.

Council Member Campbell stated that he was concerned about the Boy Scouts use of the lake adjacent to the church property. He added that he would like to ensure its protection. Mr. Reed stated that his team had discussed the importance of the lake and the need to be very diligent. They planned on documenting its current condition and by the project end, it needed to be in the same condition. He added that according to the Georgia Stormwater manual, not only their site was important but they were required to always look downstream at culverts and lakes to not negatively impact stormwater.

Council Member Furr asked why the report stated that the multi-use path would connect to Peachtree City. Mr. Reed shared that the intention was to connect to the adjoining paths in the area when complete. Council Member Campbell stated that he understood it to mean that the River Crest and River Oaks high schoolers could utilize that path to travel to the high school. Mr. Reed stated that during their DRI conversations, it was asked, where should the cart path be placed on the property. It was suggested it be placed in the back where there was less traffic traveling in and out of the property, especially in the mornings. He added that although the placement would be difficult in the rear, it would be much safer. Council Member Furr suggested removing the Peachtree City connection section in the report.

Mayor Dial questioned the entrance and exit off of Hwy 74, adding that it did not seem to have a deceleration lane. Mr. Trocquet referred to Driveway B, as a right in right out, however, Driveway A was a pre-existing median cut. Mr. Reed stated that the GRETA requirement was for Driveway B to have a deceleration lane. Currently, if you take a right off of Jenkins Road, it ends at the site. That lane would be extended and striping would make it very clear. Council Member Campbell asked Mr. Trocquet if Driveway A would allow crossing over Hwy 74. Mr. Trocquet stated that GDOT through the DRI approval for a full motion curb-cut. He added that GDOT could come back later to adjust it to their liking, although they are fond of R-Cuts and J-Turns. Mr. Reed stated that it was a safer turn due to the wide area. Council Member Hill mentioned the left turn on Ellison Road. Mr. Trocquet stated that the turn was in the DRI, however, Ellison Road was not in the Town's jurisdiction.

A motion was made to approve the petition including all conditions as presented.

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

## **IX. OLD BUSINESS**

### **5. Consideration to adopt the 2022 Millage Rate.**

Ms. Beach shared that the Town held three public hearings and tonight was for the adoption of the 2022 millage rate. Each August the Town must be set to calculate the Town's share of property taxes which were used for the General Fund expenditures for that year. The proposed 2.889 mills would estimate to provide 15% of the Town's General Fund expenses. She added that staff recommended approval for the 2.889 millage rate for the 15<sup>th</sup> year in a row.

A motion was made to maintain the 2022 Millage Rate at 2.889 mills.

Motion made by Council Member Campbell, Seconded by Council Member Hill.

Voting Yea: Council Member Furr.

Voting Nay: Council Member Howard.

## X. NEW BUSINESS

6. Consideration to Award the 2022 Sidewalk Repairs Millbrook Village, Dublin Downs, and Berry Hill project number PW-2022-10, to the Aabby Group. ***Scott Langford, Town Engineer / Public Works Director***

Mr. Langford shared that the sidewalk project was part of the Town's continued effort to remove trip hazards from the Town's sidewalks. The project was advertised and bids were taken on July 20, 2022. He stated that the low bidder was Aabby Group, Inc. at a base bid plus alternate price totaling \$42,435.31. He added that the bid was within the Public Works budget. He stated that three companies bid on the project with bids totaling \$42,000, \$46,000, and \$50,000. Mr. Langford recommended approval. Council Member Furr asked how long the Aabby Group had been performing that type of work. Mr. Langford stated that at least for the 4 years that he had been employed by the Town. Their work was as good as the former major construction company.

A motion was made to award the 2022 Sidewalk Repairs Millbrook Village, Dublin Downs, and Berry Hill, project number PW-2022-10 to the Aabby Group, Inc., for the fee of \$42,435.31.

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

Voting Yea: Council Member Howard, Council Member Hill.

- 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 shared that Tyrone was once again listed by Safewise as the 3<sup>rd</sup> Safest City in the state. He gave thanks to Lt. Nelson (in audience) and all Tyrone Police for their diligence.

Mr. Perkins announced the last DDA's First Friday event at Shamrock Park on September 2<sup>nd</sup>. The Vintage Vixens music group would perform along with food trucks and vendors. He invited everyone to come out.

## XIII. COUNCIL COMMENTS

Council Member Furr announced to Mr. Langford that the house on the corner of Briarwood Road and Laurelwood Road had new owners and they have finally removed the bushes on the corner which hindered sight for oncoming traffic.

Mayor Dial recognized Planning Commissioner Jeff Duncan, Library Supervisor Patty Newland, and Librarian Marge Garrett and in the audience. He thanked them for their service and the Librarians for working with the Eagle Scout on his project. He also recognized Chrischele Madison who was in charge of the Tyrone Garden adjacent to the former Tyrone Elementary School. She announced from the audience that this year their organization was going to concentrate on food insecurity and shared that if anyone would like to donate any bricks or their time, please do so.

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

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

The meeting adjourned at 7:50 pm.

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

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





# COUNCIL ITEM AGENDA REQUEST FORM

Section VI, Item 2.

Department: Finance

## COUNCIL MEETING DATE

9/1/2022

## STAFF CONTACT

Rebecca Brock

## Staff Report:

### Item Description:

Pyrotechnico contract for Founder's Day 2022

### Background/History:

This is the same company we used last year.

### Findings/Current Activity:

The main difference is the price increase from \$12,000 to \$13,070. This contract has been reviewed by legal and his notes highlighted.

Is this a  
budgeted item?

Y

☐

N

☐

If so, include budget line number:

### Actions/Options/Recommendations:

Staff recommends approval of this contract.



## FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between **Pyrotecnico Fireworks Inc.** ("Pyrotecnico") and **Town of Tyrone** ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **GENERAL TERMS:**

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	October 1, 2022
Rain Date(s) of Show (if negotiated):	
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$13,070.00 (this includes a \$70.00 permit fee)
Pre-Show Advance:	\$6,570.00
Pre-Show Advance Due Date:	Upon Contract Signing
Payment Terms:	Net 10
Postponement Fee:	\$2,020.00 (if rescheduled prior to Pyrotecnico's truck leaving its facility)/\$5,270.00 (if rescheduled after Pyrotecnico's truck leaves its facility)
Cancellation Fee:	\$6,570.00

### **SERVICE TERMS:**

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

### **PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS**

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

### **POSTPONEMENT DATES**

Postponement Dates must be negotiated by the Parties and are NOT available July 1<sup>st</sup> through July 7<sup>th</sup> unless specifically negotiated.

### **DISPLAY RESPONSIBILITIES**

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show.
- C) securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- D) unless otherwise specified by Pyrotecnico the Sponsor is solely responsible for securing adequate protection (via private or public security, police and fire protection, as may be appropriate) to prevent all motor vehicles and individuals, other than those authorized by Pyrotecnico, from entering the security area (display site, fallout area and safe zone) designated by Pyrotecnico.

The Parties shall fulfil their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

**SCRIPTED SHOW AND MUSIC SOUNDTRACKS**

*For displays designated as "scripted" exhibitions:*

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4<sup>th</sup> of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and, to the extent permitted by law, shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

**POSTPONEMENT**

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement as described below.

**CANCELLATION**

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, the Parties agree as follows:

If the display is cancelled more than 4 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.

If the display is cancelled 4 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

**INDEMNIFICATION & INSURANCE**

To the extent permitted by law, Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. If Sponsor is not the owner of the property being used by Pyrotecnico as the show site (shooting location), Sponsor further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show site. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

To the extent permitted by law, Pyrotecnico shall indemnify and defend Sponsor and its officers, employees, agents, representatives, and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Pyrotecnico or its employees, agents, contractors or representatives, or (b) the failure of Pyrotecnico to comply with its obligations and responsibilities. Pyrotecnico further agrees to defend Sponsor, its officers and/or employees against any claims brought or actions filed against Sponsor with regard to Pyrotecnico's use of the show location.

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional Insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

**CREDITING**

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority. Sponsor shall have sole discretion as to the size and location of said credit in advertising/marketing materials.

**MISCELLANEOUS**

- A) For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.
- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by any party without the prior written consent of the other party.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Rain Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- I) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.
- N) The terms of this Agreement shall be construed according to the laws of the State of Georgia. All disputes pertaining to the terms of this Agreement shall be subject to the jurisdiction of the courts of Fayette County, Georgia and the Northern District of Georgia.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO:

SPONSOR:

By (sign): \_\_\_\_\_

By (sign): \_\_\_\_\_

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

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

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

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

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

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

Address: PO Box 149

Address: \_\_\_\_\_

New Castle PA 16103

Phone: (724) 652-9555

Phone: \_\_\_\_\_

Email: contracts@pyrotecnico.com

Email: \_\_\_\_\_



**CONTACT/INSURANCE INFORMATION FORM**

**You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.  
If a section is not applicable, please write n/a in that section.**

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

Sponsor Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

Show Date: \_\_\_\_\_ Show Time: \_\_\_\_\_

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

Day-of-Show Contact Name: \_\_\_\_\_

Day-of-Show Mobile Phone Number: \_\_\_\_\_

Day-of-Show Email: \_\_\_\_\_

Display Site Location and Address: \_\_\_\_\_

\_\_\_\_\_  
If Pyrotecnico has produced a show at this site, has the geography changed? i.e, new structures, new terrain, etc If yes, please describe:

\_\_\_\_\_  
\_\_\_\_\_

Additionally Insured – If Applicable:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\*PLEASE RETURN THIS COMPLETED 4-PAGE AGREEMENT TO\*\***

FAX: +1.724.652.1288 (Attn: Mary Killingsworth)

**EMAIL: [mkillingsworth@pyrotecnico.com](mailto:mkillingsworth@pyrotecnico.com)**

**COUNCIL AGENDA ITEM COVER SHEET****Meeting Type:** Council - Regular**Meeting Date:** September 1, 2022**Agenda Item Type:** Consent Agenda**Staff Contact:** April Spradlin

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

Appoint Taylor & Strickland Law Firm as the Indigent Defense Attorney's for Tyrone Municipal Court for From September 1, 2022 – December 31, 2022

**BACKGROUND:**

Taylor & Strickland is a law firm servicing Coweta and it's surrounding areas. It was started by former Carroll County Assistant District Attorney David Taylor. Attorney Jim Strickland joined the firm in 2014. Both attorney's have had a strong focus on criminal law during their entire careers. In addition to David's time with the District Attorney's Office, the firm handled felony conflict cases for the Coweta Judicial Circuit for over five years, consisting of over five hundred cases. In addition to private criminal defense cases, David Taylor is currently the Judge in Franklin and Ephesus Municipal Courts and Jim Strickland is the Public Defender for Newnan Municipal Court. The Taylor & Strickland Law Firm looks forward to continuing to assist people with the criminal defense needs.

**FUNDING:**

20-52-1207

**STAFF RECOMMENDATION:**

The town requires review of this contract and signature of such by the Mayor or designated agent. This contract renewal has no changes in service and no cost increase from the previous agreed to Indigent Defense Attorney Contract for FY 2021-2022.

**ATTACHMENTS:**

Contract Agreement

**PREVIOUS DISCUSSIONS:**

Adopted the Public Defender Agreement for Taylor and Strickland for FY 2021-2022.

**Agreement-Public Defender**

Town of Tyrone, Georgia

**INTRODUCTION**

This Agreement, made and entered into this 1st day of September, 2022, by and between the Town of Tyrone, Georgia, a municipal corporation (hereinafter called the Town") and Taylor & Strickland Law Firm, (hereinafter called the "Public Defender" or "Taylor & Strickland Law Firm") (collectively, the "Parties"), both of whom agree as follows:

**WITNESSETH:**

**WHEREAS**, the Town desires to appoint Taylor & Strickland Law Firm to serve, and the Town desires to engage the services of Taylor & Strickland Law Firm, as Public Defender of the Town of Tyrone; and

**WHEREAS**, Taylor & Strickland Law Firm agreed to accept appointment as Public Defender of the Town, subject to the terms, conditions and provisions of this Agreement;

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**Section 1. Duties.**

The City hereby agrees to engage and appoint Taylor & Strickland Law Firm as Public Defender of the Town. Taylor & Strickland Law Firm accepts such appointment and agrees to perform the functions and duties required of the position, and to perform such other legally

**Section 5.     Compensation.**

The Town agrees to pay the Public Defender a fee of \$365.00 per assigned case for the performance of the Public Defender's Duties. The public Defender acknowledges that he is an independent contractor and shall be responsible for payment of any and all taxes on the compensation paid to him hereunder, and agrees to indemnify and hold harmless the Town therefore. As an independent contractor, the Public Defender is not entitled to any fringe benefits that are generally available to Employees of the Town.

**Section 6.     General Provisions.**

A. The text of this written Agreement and any amendments approved by the Town Council and executed by the Mayor and the Public Defender constitute the entire understanding between the parties with respect to the appointment of Taylor & Strickland Law Firm as the Public Defender of the Town of Tyrone.

B. This Agreement shall become effective upon execution.

C. This Agreement shall be governed by laws of the State of Georgia.

**Section 7: Severability.**

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.





**Clerk of Court**



**Public Defender**

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**Witness**

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**Eric Dial, Mayor**

**Town of Tyrone, Georgia**



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** September 1, 2022

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

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### STAFF REPORT

#### AGENDA ITEM:

Consideration to Award Task Order 8: 2023 Asphalt Resurfacing. Project No: PW-2023-01 of the 2021 Transportation Engineering Services project to POND, Inc.

#### BACKGROUND:

This project is Task Order 8 of the 2021 Transportation Engineer Service Contract with POND, Inc. The project is part of the continued effort to improve and maintain the transportation infrastructure in the Town of Tyrone. The project scope includes FDR and overlay of Northwood Road along with replacing 3 stormwater culverts. In addition, the scope includes Mill, Patch, and Inlay resurfacing for Valley View Drive, Valley View Court, Meadow View Drive, Meadow View Circle, Oakhurst Drive, Lloyd Avenue, Howell Road and Lynwood Ave.

#### FUNDING:

General Funds – Public Works 100-40-52.2205

#### STAFF RECOMMENDATION:

Staff recommends Awarding Task Order 8: 2023 Asphalt Resurfacing; Project No: PW-2023-01 to POND, Inc. for the fee not to exceed \$66,166.75.

#### ATTACHMENTS:

See attached Task Order 8 scope of work proposal.

#### PREVIOUS DISCUSSIONS:

None

3500 Parkway Lane, Suite 500  
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744  
www.pondco.com

August 23, 2022

Mr. Scott Langford, PE  
Town Engineer/Public Works Director  
Town of Tyrone  
950 Senoia Road  
Suite A  
Tyrone, GA 30290

Re: **Town of Tyrone - Professional Transportation Design Services Fee Proposal  
Task Order #8 – 2023 Roadway Resurfacing**

Pond & Company (Pond) is pleased to submit this proposal for transportation engineering design services for the above project. The paragraphs below describe the professional services and fees to accomplish this work.

**PROJECT UNDERSTANDING:**

As part of the Town of Tyrone Transportation Engineering Services On-Call, Task Order #8 will consist of roadway resurfacing along several roadways/corridors within the town limits. These sections (showing approximate lengths and PCI ratings) are included below:

- Northwood Road (1,229.4 LF - PCI 17)
- Valley View Drive (1926.5 LF PCI – 39)
- Valley View Court (572.8 LF – PCI 40)
- Meadow View Drive (977.2 LF – PCI 27.7)
- Meadow View Circle (560.6 LF – PCI 31)
- Oakhurst Drive (575 LF – PCI 62)
- Lloyd Avenue (636.6 LF – PCI 36.9)
- Howell Road (612.2 LF - PCI 32)
- Lynnwood Avenue (1,272 LF - PCI 56.8)

**PROFESSIONAL SERVICES:**

The work in this proposal will consist of developing preliminary through final construction plans. Pond, along with our subconsultants, will provide the design services necessary in completing the tasks as described herein for the Town of Tyrone.

***Scope of Work***

**Task 1: Base Data Coordination/Development**

*Task 1A.* Base Mapping Setup – Pond will utilize available GIS information and aerial imagery to prepare the base mapping. This includes parcel data, roadway data, utility data, and contour information. This information will be overlaid on high-resolution aerial imagery.

*Task 1B.* Geotechnical Services – Pond will utilize the geotechnical subconsultant, ECS, to complete asphalt pavement cores (6 total) with soil test borings at the following locations:

- Lynwood Avenue – (1 EA)
- Howell Road – (1 EA)
- Lloyd Avenue – (1 EA)
- Meadow View Drive – (1 EA)
- Valley View Drive – (1 EA)
- Northwood Road – (1 EA)

The soil test borings are planned to a depth of 5 feet below existing ground surface. The purpose of the field exploration would be to provide information on the pavement and shallow subsurface soil conditions. Laboratory testing will be completed for all samples, along with a written report. When the field exploration has been completed, a written report outlining the findings and recommendations will be published. An electronic color PDF version of the report will be issued after completion. The report will describe the site conditions and subsurface data, as well as provide a limited engineering evaluation of the site relative to the proposed development. Some of the specific items addressed will include:

- Results of the exploration including boring logs, laboratory testing results, and photographs of the existing site conditions and pavement cores
- Pavement design recommendations
- Determination of potential poor-quality soil or fill material
- Site preparation and fill placement recommendations

**Deliverables for Task 1:**

- Geotechnical Report

**Task 2: Preliminary Design**

*Task 2A. Preliminary Design Plans* – The Preliminary Plans deliverable will include roadway plans, cross, utility plans (as/if applicable), signing and marking plans, and erosion control plans (as/if applicable). Pond will prepare the construction plans, prepared based on the topographic survey database. The design plans will be prepared conforming to AASHTO, Manual on Uniform Traffic Control Devices (MUTCD), Town of Tyrone/Fayette County, and Georgia Department of Transportation (GDOT) requirements and standards, as appropriate, using Microstation V8i software with InRoads.

*Task 2B. Site Visit* – Pond will complete a site visit to all locations identified to measure lane widths and note relevant items including cracked curb and gutter, manholes and valves, etc.

*Task 2C. Cost Estimate* – Pond will prepare an opinion of probable cost/cost estimate for the project including all resurfacing locations.

*Task 2D. Town of Tyrone Review* – Pond will submit the Preliminary Plans to the Town of Tyrone for comment/approval. This task includes (1) meeting with the town to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans (during Task 3).

**Deliverables for Task 2:**

- Preliminary Plans

- Cost Estimate

**Task 3: Final Design**

*Task 3A.* Final Design Plans – Based on all comments received from the Preliminary Plan submittal, we will further refine plans. These plans will include compiling a list of all Preliminary Plan comments received and our responses, prior to incorporating into Final Plans.

*Task 3B.* Cost Estimate – Pond will prepare an opinion of probable cost for the project including all resurfacing locations.

*Task 3C.* Town of Tyrone Review – Pond will submit the Final Plans to the Town of Tyrone for comment/approval. This task includes one meeting with the town to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans.

**Task 4: Construction Bid and Construction Support**

*Task 4A.* Respond to RFIs – During the bidding and construction process, we will respond in writing to the contractor’s request for information.

*Task 4B.* Construction Observation/Punch List – Pond will provide personnel to perform (3) total visits to the site during construction to make sure that the construction is moving along as planned. These visits will be documented as written reports. This includes: (2) site visits during construction and (1) final inspection.

***Schedule***

Pond has estimated that the tasks above can be completed within (3) months from approved notice to proceed with this phase. The Town of Tyrone has a planned completion date of end of December 2022. Please note that these time frames are dependent on review times.

**ASSUMPTIONS:**

The design plans will be prepared as a locally funded project.

Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- |   |                                    |
|---|------------------------------------|
| • Full Design/Engineering Plans                 | • Landscape/Hardscape Plans        |
| • Topographic Survey                            | • GDOT Concept Report              |
| • Right-of-Way Plans                            | • Additional Meetings              |
| • GDOT Plan Development Process (PDP)           | • MS4 Analysis/Documentation       |
| • Traffic Engineering Report/Analysis           | • Environmental Services           |
| • Staging Plans                                 | • Erosion Control Plans/Inspection |
| • Subsurface Utility Engineering (SUE) Services | • Utility Coordination             |

**PROFESSIONAL FEES:**

Pond proposes to accomplish *Task 1* through *Task 4* based on the contracted unit rates, not to exceed a total fee of \$68,166.75. The fees are summarized in the attached Man-Hour Fee Estimate.

If this fee and scope is acceptable, Pond & Company is available to begin work immediately. If you would like us to discuss or modify the scope, please contact myself or Zach Puckett, who will serve as the Project Manager. If you need any additional information, please feel free to contact me at (678) 336-7740.

Sincerely,

**POND & COMPANY**



Richard Fangmann, PE, PTOE  
Vice-President

Cc: Zach Puckett, PE

# Town of Tyrone

On-Call - Task Order #8  
2023 Roadway Resurfacing Projects  
Project Length 1.58 miles

## SUMMARY BY PHASE

### COST AMOUNT OF CONTRACT PROPOSAL

8/23/2022

	PHASE AMOUNTS
Phase 1 Base Data Coordination/Development	\$ 7,323.00
Phase 2 Preliminary Design	\$ 44,440.50
Phase 3 Final Design	\$ 8,394.00
Phase 4 Construction Bid and Construction Support	\$ 8,009.25
<b>TOTAL DESIGN COST FOR ALL SEGMENTS</b>	<b>\$ 68,166.75</b>

## Phase 1 Summary

## Phase 1

## Base Data Coordination/Development

PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	1	\$ 220.00	\$ 220.00	
PROJECT MANAGER	8	\$ 190.00	\$ 1,520.00	
SENIOR ENGINEER	11	\$ 210.00	\$ 2,310.00	
MID LEVEL ENGINEER	24	\$ 127.00	\$ 3,048.00	
SENIOR LANDSCAPE AF	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITEC'	0	\$ 95.00	\$ -	
ADMINISTRATIVE	3	\$ 75.00	\$ 225.00	
TOTAL DIRECT LABOR 47 Manhours				\$ 7,323.00
<b>DIRECT COSTS (SPECIFY):</b>				
ITEM	UNIT COST	QUANTITY	TOTALS	
Mileage	\$ 0.55	0	\$ -	
REPRODUCTION	\$ 150.00	0	\$ -	
MAIL & DELIVERY	\$ 50.00	0	\$ -	
TRAVEL	\$ -	0	\$ -	
				\$ -
<b>Direct Cost Total</b>				\$ -
<b>SUBCONSULTANTS (LIST):</b>				
SUB CONSULTANT			TOTALS	
				\$ -
<b>Subconsultant Sub Total</b>				\$ -
<b>COST AMOUNT FOR PHASE</b>				\$ 7,323.00



[illegible]

## Phase 2 Summary

## Phase 2

## Preliminary Design

PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	2	\$ 220.00	\$ 440.00	
PROJECT MANAGER	34	\$ 190.00	\$ 6,460.00	
SENIOR ENGINEER	39	\$ 210.00	\$ 8,190.00	
MID LEVEL ENGINEER	109	\$ 127.00	\$ 13,843.00	
SENIOR LANDSCAPE AF	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITEC'	0	\$ 95.00	\$ -	
ADMINISTRATIVE	4	\$ 75.00	\$ 300.00	
<b>TOTAL DIRECT LABOR                  188 Manhours                  \$        29,233.00</b>				
<b>DIRECT COSTS (SPECIFY):</b>				
ITEM		UNIT COST	QUANTITY	TOTALS
Mileage	\$	0.55	250	\$ 137.50
REPRODUCTION	\$	150.00	0	\$ -
MAIL & DELIVERY	\$	50.00	0	\$ -
TRAVEL	\$	-	0	\$ -
				\$ -
<b>Direct Cost Total</b>				<b>\$ 137.50</b>
<b>SUBCONSULTANTS (LIST):</b>				
SUB CONSULTANT				<b>TOTALS</b>
Geotech-Soil Survey				\$ 15,070.00
<b>Subconsultant Sub Total</b>				<b>\$ 15,070.00</b>
<b>COST AMOUNT FOR PHASE</b>				<b>\$ 44,440.50</b>

[illegible]

### Phase 3 Summary

### Phase 3

## Final Design

PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	1	\$ 220.00	\$ 220.00	
PROJECT MANAGER	12	\$ 190.00	\$ 2,280.00	
SENIOR ENGINEER	8	\$ 210.00	\$ 1,680.00	
MID LEVEL ENGINEER	32	\$ 127.00	\$ 4,064.00	
SENIOR LANDSCAPE AF	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITEC'	0	\$ 95.00	\$ -	
ADMINISTRATIVE	2	\$ 75.00	\$ 150.00	
<b>TOTAL DIRECT LABOR</b> 55 Manhours <b>\$ 8,394.00</b>				
<b>DIRECT COSTS (SPECIFY):</b>				
ITEM		UNIT COST	QUANTITY	TOTALS
Mileage	\$	0.55	0	\$ -
REPRODUCTION	\$	150.00	0	\$ -
MAIL & DELIVERY	\$	50.00	0	\$ -
TRAVEL	\$	-	0	\$ -
				\$ -
<b>Direct Cost Total</b>				<b>\$ -</b>
<b>SUBCONSULTANTS (LIST):</b>				
SUB CONSULTANT				TOTALS
				\$ -
<b>Subconsultant Sub Total</b>				<b>\$ -</b>
<b>COST AMOUNT FOR PHASE</b>				<b>\$ 8,394.00</b>

[illegible]

## Phase 4 Summary

## Phase 4

## Construction Bid and Construction Support

PERSONNEL		EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL		1	\$ 220.00	\$ 220.00	
PROJECT MANAGER		22	\$ 190.00	\$ 4,180.00	
SENIOR ENGINEER		4	\$ 210.00	\$ 840.00	
MID LEVEL ENGINEER		19	\$ 127.00	\$ 2,413.00	
SENIOR LANDSCAPE AF		0	\$ 120.00	\$ -	
LANDSCAPE ARCHITEC'		0	\$ 95.00	\$ -	
ADMINISTRATIVE		2	\$ 75.00	\$ 150.00	
TOTAL DIRECT LABOR		48 Manhours		\$	7,803.00
<b>DIRECT COSTS (SPECIFY):</b>					
ITEM			UNIT COST	QUANTITY	TOTALS
Mileage			\$ 0.55	375	\$ 206.25
REPRODUCTION			\$ 150.00	0	\$ -
MAIL & DELIVERY			\$ 50.00	0	\$ -
TRAVEL			\$ -	0	\$ -
					\$ -
Direct Cost Total				\$	206.25
<b>SUBCONSULTANTS (LIST):</b>					
SUB CONSULTANT					TOTALS
					\$ -
Subconsultant Sub Total					\$ -
COST AMOUNT FOR PHASE					\$ 8,009.25

[illegible]