



**TOWN COUNCIL MEETING  
October 05, 2023 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

REVISED

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS:** *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

**V. APPROVAL OF AGENDA**

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

- 1. Approval of the September 21, 2023 meeting minutes.
- 2. Consideration to approve Boing US Holdco, Inc.'s Stormwater Management Operations and Maintenance Agreement (for Take 5 Express Car Wash).
- 3. Consideration to approve Kenneth R. Spivey, Jr and Sylvia Spivey's Stormwater Management Operations and Maintenance Agreement (for Commercial Build Atlanta).

**VII. PRESENTATIONS**

**VIII. PUBLIC HEARINGS**

- 4. Consideration to hear a rezoning petition from applicant Michael Swift of a 4.43 Acre Tract with parcel number 0727-001 at property address 912 Tyrone Road from AR (Agricultural Residential) to R-18 (Residential 1800 s.f. min. home size).  
**Phillip Trocquet, Community Development**

5. Consideration of a text text amendment to Sec. 113-191 of the zoning ordinance, Quality Growth Development District, to modify architectural and dimensional requirements. **Phillip Trocquet, Community Development**

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

6. Consideration to Award professional engineering services for the 2022 Public Works Storage Building, Project Number PW-2022-14, to Keck and Wood, Inc. - **Scott Langford, Town Engineer / Public Works Director**
7. Consideration to Award the 2024 Sidewalk Repair project PW-2024-03 to Aabby Group Incorporated. **Scott Langford, Town Engineer / Public Works Director**
8. Consideration to approve a Resolution to amend the plumbing code for water efficiency. **Devon Boullion, Environmental Specialist**
9. Consideration to approve a resolution to authorize the Town Manager to apply for a Roadside Enhancement and Beautification Council (REBC) grant through the Georgia Department of Transportation. - **Brandon Perkins, Town Manager**
10. Consideration to approve Keck and Wood to complete a Roadside Enhancement and Beautification (REBC) grant application through the Georgia Department of Transportation, to include conceptual drawings and cost estimates, on the Town's behalf. - **Brandon Perkins, Town Manager**
11. Consideration to approve an extension of the Town's Sanitation contract with AMWaste. **Brandon Perkins, Town Manager**
12. Consideration of a request from AMWaste to implement a rate increase of 8.9%, based on the Consumer Price Index, from \$58.65 per quarter to \$63.87 per quarter. - **Brandon Perkins, Town Manager**
13. Approval of \$4,300 Bruce Environmental Quote and Work Authorization Contract for asbestos remediation at 969 Senoia Road. **Phillip Trocquet**

**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 - REVISED**

**MINUTES**

**September 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**

Attorney Davenport was absent.  
Also present: Ali Davenport, Attorney  
Sandy Beach, Finance /HR Manager  
Patty Newland, Library Supervisor

**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.*

Mayor Dial welcomed everyone and explained that item number 10 was not a public hearing but invited folks to speak under the two public comment sections.

Dia Hunter who lives on O'Connell Street spoke regarding item number 10. He shared that he wholeheartedly disagreed with an extended-stay hotel, it did not fit with the Town. He hoped that Council would come to that conclusion also. He agreed that businesses should come to town but that they should support Tyrone. He asked Council to reconsider the application when voting.

John Reape who lives on Wynfield Drive spoke opposing the extended-stay hotel. He shared that he spoke with his neighbors regarding the business. He had lived in Tyrone for 20 years and an extended-stay hotel would not be a good fit for the Town, it would not be helpful. The property values would diminish and there would be a tax burden on law enforcement. He shared that he had been in law enforcement for 30 years and he knew what issues that type of business would cause. He encouraged Council to take a close look and deny the application, the citizens did not want this.

Gregory Porter who lives on Green Branch Drive shared that he was a Retired Police Chief of Clayton County and a resident of Southampton for 20 years. He had watched the Town evolve into a good community. He warned his bosses years ago to never approve that type of business (extended-stay hotel) because it brought crime. Citizens could enjoy a new restaurant but there was no benefit of an extended-stay hotel. We do not want this. He respectfully asked Council to not put the burden on the police department.

Rosalyn Jackson-Eatman who lives on Keswick Manor Drive and had been a resident of Tyrone for 20 years spoke regarding the extended-stay hotel. She had seen Tyrone grow and blossom over the years. She gave facts about crime in extended-stay hotels. She quoted former Solicitor General Brian Whiteside of Gwinnett County regarding extended-stay hotels. He stated that extended-stay hotels brought an alarming amount of violent crime, and death and called them the Devil's Triangle. In one year, Gwinnett police responded to 271 calls at the long-term stay facilities. She then listed the types of crimes that were reported, rape, aggravated assault, battery, cruelty to children, breaking into cars, false imprisonment, missing persons, larceny, and prostitution. Another magazine article listed hospitality crimes that were reported at extended-stay hotels. That list consisted of prostitution, drug sales, methamphetamine manufacturing, heroin use, drug overdoses, child pornography, theft, and rape. She added that people found out about that particular facility due to word of mouth. That particular hotel had three times the normal calls than others combined. Ms. Jackson-Eatman also stated that the stated crimes did not mention how the facility would affect Tyrone property owner's property values.

Del Smurtherman who lived on Chadmore Lane spoke. He stated that he had lived in Tyrone for 16 years. He added that after researching, Tyrone was one of the best places to live in Georgia. An extended-stay hotel would not be part of one of Georgia's best-kept secrets. He shared that he had asked a State Representative some time ago, why was Tyrone not growing and thriving. He added that at a past meeting, Council spoke of increased property taxes. He asked Council to look at all of the representation that showed up tonight, the last meeting did not look like that. He stated that the citizens were asking Council not to approve an extended stay hotel, we have children and grandchildren, and it's a lovely community, and this would take away from our community.

Jessica Whelan who lives on Valleywood Road spoke next and shared that her son worked for a police department in a major city in Florida. He dealt with major elicit crimes regarding extended-stay hotels. She stated that she understood that by law, Council had to consider the proposal. She added that regarding the zoning in that area, the comprehensive plan did not call for multifamily dwellings. She stated that the uses were considered apartments/hotels. It was a conflict for the Town, it was wrong. Folks in Southampton love their homes, they feel safe, she would not like to see them move because a hotel was brought to the Town. It was inappropriate.

Georgia State Representative Derrick Jackson spoke next. He shared that he had been a Tyrone resident for 19 years. He asked what the marketability was for the extended-stay hotel. He said less than three miles there were seven hotels in Fairburn and five hotels within six miles in Peachtree City. Present to the audience the Town's market study. He stated that for 18 years he had preached to Council, about smart growth because the Town did not wish to look like Fairburn or Peachtree City. He stated for Council to present to the body, smart growth, the growth had doubled. Tyrone was growing but we want smart growth. Show us the market study, the government had to have a feasibility study.

Stacy Warrior-Williams who lives on Arbor Crest Court spoke. She shared that her family had lived in Tyrone for 9 years and that she had a thirteen-year-old son.

Her concern was her son waiting at the bus stop at 7:20 a.m. If an extended-stay hotel came, crime would come and Tyrone would be on the news. It was not fair to the public safety officers, that would be where they would spend most of their time.

Raymond Lindsay who lives on Village Green Circle spoke next. He did not wish to look out of his back door and see a hotel. He did not wish to see all of the goings on that the hotel would bring. He stated that it was a bad idea.

Christa Kiggungu who lives also on Village Green Circle spoke next. She stated that she and her husband got married at Glendalough Manor and they had lived in Tyrone for 2 years. What drew them was the beauty and the safety of Tyrone, the people were amazing. She stated that when you read about Tyrone, it was a happy place. (Inaudible) She stated that she would love for it to stay that way. An extended-stay hotel would not be a part of that picture.

Ms. Troy Thompson-McCain who lives on Keswick Manor Drive spoke next. She shared that she and her husband moved to Tyrone 10 years ago and that he was a retired policeman. They were looking for a safe place to live. She stated that good people and families lived in Southampton. An extended-stay hotel would be horrible, we do not want it. We want peace of mind. She asked Council if this would have come up if the diversity was different in Southampton ten years ago. She added that we want to be comfortable in our own homes that we have invested in. Please think about it.

Bertha T. Williams who lives on Hampshire Trace spoke next. She shared that she had been a resident for 20 years and had recently noticed people begging for money on the street corner. These folks have children sitting out there too. How did they get there? She stated that it was clear that someone was monitoring the area. There was no way those people walked to Tyrone. People come to our community from other communities to walk; it is a peaceful place to walk. She stated that her previous residence had extended-stay hotels and there was a lot of crime surrounding them. She asked Council to please think twice.

A gentleman from the audience spoke (inaudible). He shared that he was new to the South and the community. He stated that he had lived all over the country. He had seen communities turn around and a development such as an extended stay was how it started. It begins with people begging. He wished to retire here, and growth was necessary, however, an extended-stay hotel was not needed. He wished for his grandson and great-grandson to be raised in a safe community. People have roots in the area and he stood by those folks.

Twanda Jennings who lives on Carriage Oaks Drive spoke against the extended-stay hotel. She stated that she was amazed that all of Tyrone was not in attendance because it affected everyone, not just residents of Southampton. She just found out about the agenda and showed up. That type of business would affect everyone, the entire room should be filled, and everyone should be concerned.

Mr. Roosevelt Samir spoke next. He asked Council to say no to the development, it was not what the Town was looking for, and it was not appropriate. He liked that the Town was a well-kept secret and wished for it to stay that way.

Mayor Dial clarified that the Town was not presenting nor proposing the item to its residents. He added that the Town would like to give the partitioner their due process.

**V. APPROVAL OF AGENDA**

A motion was made to approve the agenda by moving item number 7 to new business for discussion and to renumber the agenda reflecting the change.

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

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

1. Approval of Minutes from September 7, 2023.
2. Approval of a Grant for the Library in the amount of \$1,750 from the Rotary Club.
3. Approval of the Yard Party Events agreement contingent on attorney review for a trackless train on October 27, 2023, at Shamrock Park for \$550.00.
4. Approval to allow Christ Church of South Metro Atlanta to hold a Fall Festival at Shamrock Park on October 22, 2023, from 6:00 p.m. to 9:00 p.m. which will be open to the public.
5. Approval to allow Christ Church of South Metro Atlanta the use of Shamrock Park on December 24, 2023, from 6:00 p.m. to 7:00 p.m. for a Candlelight service which is open to the public.
6. Approval for Crossroads Christian School for the use of the Shamrock Park pavilion/park area for their Annual Family Picnic on October 13, 2023, from 8:00 a.m. to 1:00 p.m.
7. Approval of a budgeted \$100,000 transfer to the Town of Tyrone Downtown Development Authority for Economic Development functions.
8. Approval of a budgeted \$27,773.24 transfer to the Town of Tyrone Downtown Development Authority for Economic Development functions.

A motion was made to approve the consent agenda.

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

**VII. PRESENTATIONS**

**VIII. PUBLIC HEARINGS**

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

9. Approval of the revised contract from Amusement Masters for the Zip Line during Founders Day including a generator for \$6,700.00.

Mayor Dial presented that the contract before them would remain the same only with the removal of the Zoltar Fortune Teller feature.

A motion was made to approve the contract from Amusement Masters with the removal of the Zoltar Fortune Teller feature.

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

10. Consideration to approve a certificate of appropriateness for a proposed extended stay hotel from applicant Steve Gulas for parcel 0726 051.

Mr. Trocquet informed everyone that the Town's ordinances per Sec. 109-84 required that any non-residential development within the SR-74 overlay obtain a Certificate of Appropriateness based on "*how the proposed development relates to the surrounding environment to ensure visual continuity and how the development will if approved, be in compliance with the SR-74 Quality Growth District special requirements.*" He informed Council that the SR-74 requirements had been included in the package. The applicant, Mr. Steven Gulas, had submitted conceptual information on a proposed 90-room extended-stay hotel for the property with a conceptual site plan and example images of other hotels for architectural reference.

He stated that staff performed some research on extended-stay hotels. The American Planning Association (APA) which he was a member of, defined an extended-stay hotel as different from a typical hotel in that they contain a "full kitchen facility for preparing food" and contained suites intended for extended-stay living exceeding one week. The APA also references extended-stay hotels as "Apartment Hotels" due to the inclusion of studio apartment amenities, suite design, and the length of stay which assumes a more residential function.

He added that the Town's ordinance for C-2 zoning currently did not specifically address extended-stay hotels. It defined hotels as "a building offering overnight accommodations

to the public," which also encompassed motels. He shared that the property lies within the Commercial Corridor character area which encourages commercial development consistent with the Town's C-1, C-2, CMU, and O-I.

He stated that although extended-stay hotels were not considered by our ordinance, hotels were listed as a permitted use in both C-1 and C-2 zoning classifications. The property is zoned C-2.

He informed Council that the submitted conceptual site plan appeared to be generally consistent with the Town's zoning ordinance but would require a full, in-depth, site plan review by the Town's Technical Review Committee and Planning Commission. He stated that there were major considerations for the development. He shared that the neighborhood did have a large, wooded buffer and the site plan reflected the maintenance of an additional buffer along the rear of the property. Pedestrian connectivity to the Publix Shopping Center as well as the existing sidewalk network would be required.

He added that the conceptual/example structures provided indicated a building potentially meeting architectural standards but exceeded the allowable height. The Town's ordinance caps building height at three stories, but the examples show a 4-story structure.

He stated that staff determined that any hotel or structure within the SR-74 overlay must adhere to the Town's architectural standards, which include 70% Class A materials. Structures should not surpass 3 stories or 35 feet in height. The conceptual site plan showcases a 3-story building, but the images do not align with the Town's height restrictions.

Consideration of the residential nature of extended-stay hotels, as detailed above, should be investigated by the Town from a Text Amendment perspective. He added that staff concluded that a hotel could be appropriate if complied with the comprehensive plan and zoning ordinance.

Council Member Hill asked about the length of stay. Mayor Dial gave Mr. Gulas 10 minutes to speak.

Mr. Gulas shared that he had been a resident of Fayette County for 24 years, and he had raised children and developed in the County. He stated that his business partner Kamlesh Patel had also been a resident of Fayette County. He added that he and Mr. Patel had built the Holiday Inn Express next to Piedmont Fayette Hospital. The Candlewood Suites hotel on the agenda would have a similar daily rate. He stated that the suites also had a cooktop and dishwasher but no oven. The Candlewood Suites were 16 feet wide, all other suites in regular hotels were 12 feet wide. He answered Council Member Hill's question and stated that the average stay was five days. He added that the hotel would be next to Publix which was convenient. Mr. Gulas shared that the landlord of the Publix Shopping Center and folks at Publix corporate agreed to have Candlewood



Suites at that location. He stated that Candlewood Suites were also part of the InterContinental Hotels Group (IHG).

Mr. Gulas explained that the reason an all-brick 3-story hotel was not in the packet was that IHG was unable to find an example. This would be the first mostly brick, Class A material extended-stay suites. He stated that the floor plan indicated a 3-story, 97 guest room hotel with 103 parking spots and the front would be facing Hwy 74. He added that the right and left sides would meet the overlay district requirements.

He stated that he heard what everyone said and that he was blessed that everything that he had built had been of high quality. He added that the hotel would be the only true suites hotel in Fayette County. His cost would be higher because the rooms would be 16 feet wide, not 12 feet wide. He added that it would be an investment and he was invested in Tyrone, he also owned a 5,000-square-foot building in the town. He mentioned that there was a wooded buffer and retention pond behind the location. The location was also ideal because it was close to many restaurants. He ended by stating that he was an architect and contractor by trade. He introduced Mr. Patel the hotel operator.

Mr. Patel stated that he also understood the citizen's concerns. He had three extended hotels in his portfolio. He added that 50% of his hotel by the airport was occupied by Delta employees. The reasoning behind a hotel in Tyrone would be to help out Tyrone and the movie studios as well as families with family members in the hospital.

Council Member Hill asked what the length of stay was. Mr. Patel shared that usually, at Candlewood Suites it would be 3 to 5 days. Council Member Hill asked what the longest stay would be. Mr. Patel stated that guests could stay a year or more, however, their clientele would typically be 3 to 5 days. Mr. Patel stated that the suites cost \$119 per night, it was cost-prohibitive to stay longer. Council Member Hill shared that she worked for the film industry and that Trilith was building a new hotel with 30 long-term suites soon. Mr. Patel understood that the new Marriott would be geared more toward high-end actors.

Mayor Dial pointed out an inconsistency in the presentation packet. One portion indicated 90 rooms, another indicated 98 rooms. We need correct information in order to make a decision.

Mr. Gulas spoke from the audience (inaudible). He shared that the information in the packet was correct. Mayor Dial shared that the pictures indicated a 4-story building, not three. Mr. Gulas stated that 90 rooms would be sufficient, the 97 rooms were based on a prototype from the architect and building size. The lobby and gym could be made larger. He added that there was no example of an all-brick 3-story suite building that he could share.

Council Member Campbell stated that his issue was that residents could stay indefinitely. His second concern was the detention pond. He added that the information was vague and not as detailed as he would like. The proposal would create too many issues for the residents and the businesses in that area. Council Member Campbell added that Tyrone was quite far from the hospital and the movie industry so an extended-stay hotel was unnecessary.

Council Member Furr stated that with all due respect, if he approached Council with a proposal, his information needs to be correct. She added that professionals present accurate information.

A motion was made to deny the certificate of appropriateness.

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

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

Mr. Porter spoke again and thanked Council for applying their due diligence and for holding up to their word. He reminded everyone that when he was the Police Chief of Clayton County, he told his bosses not to allow that type of business.

Mr. Jackson spoke again and shared that as a resident, he wanted to leave everyone with some thoughts. He Googled and shared that since the pandemic, there had been a number of hotel closures. The hotels were situated near residential areas, not airports. He reiterated that there were hotels in Fairburn and Peachtree City. He added that even if the applicant came back with correct information the data was clear. There was a direct correlation of data for sex trafficking and Extended America hotels. He stated that the reason Tyrone was one of the safest cities in the United States was because of what we were doing here by not allowing an extended hotel that close to the airport. He thanked the Mayor and Council for what they were doing for his family and others to keep them safe.

Mayor Dial recognized and thanked Representation Jackson for attending the meeting and that everyone appreciated his service.

Ms. Whelan spoke again and thanked the Mayor, Council, and residents for reading the agenda and attending the meeting. She added that this was how it was supposed to happen, for citizens to attend meetings and to have their voices heard.

Ms. Jackson-Eatman spoke again and stated that for those of us who have served the community such as being the President of the Sandy Creek Band Boosters or the President of the Parent Teacher Association, we recognize how great our community is. She added that they know, that's why they give. She added that their sons were recognized by Council for their Eagle Scout accomplishments. She specifically thanked

Council Member Campbell for saying what everyone felt. She thanked everyone again for recognizing how great the community was and thanked Mayor and Council for making it that way.

Mr. Smutherland spoke again and stated that he was on the Board of Directors of the Southampton subdivision, he thanked Council and he thanked the citizens for showing up. He thanked Council Member Campbell, Council Member Furr, and Mayor Dial specifically.

Mr. Hunter spoke again and stated that although he lived in Lake Windsong, not Southampton, he thanked everyone for their support and shared that Tyrone sticks together.

**XII. STAFF COMMENTS**

Mr. Langford shared that staff received bids on the 2024 Sidewalk Repair project and the bids came in under budget. He added that the item would be on the next agenda.

Mr. Perkins stated that last week one of the Town’s contracted engineering services announced that the GDOT was calling for the Roadside Enhancement and Beautification Council (REBC) Grant Program applications. The deadline would be December 31, 2023, and would offer \$50,000 in non-matching grant funding for landscape enhancements for Hwy 74. The funding comes from billboard fees along highways. He stated that the Town usually did not get involved with GDOT right-of ways, however, this could assist with the beautification of the two entrances into Tyrone. He added that citizens had suggested at a past council meeting that the entryways into the Town could use some beautifying. The funding could not be used for the median but could be used for the shoulders. He shared that the application would need some conceptual work. He asked Keck & Wood about the cost; they stated it would be approximately \$7,000 to \$8,000. He asked for Council’s opinion on the matter. He added that if Council decided that would be something to pursue, he would come back at the next meeting with a more detailed cost estimate along with a required Resolution for approval.

A motion was made to move forward with the GDOT Roadside Council Grant process.

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

Ms. Beach thanked everyone for being there and reminded them that the Founders Day celebration would be on Saturday, October 7<sup>th</sup> at Shamrock Park. Mayor Dial shared that the Strongman Competition would be that Friday, October 6<sup>th</sup>, at 5:00 p.m. at Shamrock Park.

**XIII. COUNCIL COMMENTS**

Council Member Hill shared that in the four years she had been on Council she had never seen so many people in attendance and thanked everyone for coming out.

Council Member Campbell also thanked everyone for taking an interest and coming out. He invited everyone to all events, especially the upcoming Founders Day event along with fireworks.

Mayor Dial invited anyone to come speak with him after the meeting regarding that particular area and its future.

**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 8:10.

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

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



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Public Works

**Meeting Date:** October 5, 2023

**Staff Contact:** Devon Boullion, Environmental Specialist

**Agenda Section:** Consent Agenda

### Staff Report:

**Item Description:**

Consideration to approve Boing US Holdco, Inc.’s Stormwater Management Operations and Maintenance Agreement (for Take 5 Express Car Wash) with the Town of Tyrone subject to receipt of missing documents prepared to staff’s satisfaction.

**Background/History:**

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

**Findings/Current Activity:**

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

**Is this a budgeted item?   No   If so, include budget line number:       N/A**

**Actions/Options/Recommendations:**

Staff recommends authorizing Mayor Dial to execute the Agreement between Boing US Holdco, Inc.’s and the Town of Tyrone, subject to receipt of missing documents prepared to staff’s satisfaction, for the purpose of finalizing the agreement prior to the issuance of the facility’s certificate of occupancy.

**STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT**  
**Town of Tyrone, Georgia**

THIS AGREEMENT, made and entered into this 5<sup>th</sup> October day of August,  
2023, by and between (insert full name of owner)  
BOING US HOLDCO, INC.

his/her successors and assigns, including but not limited to any homeowners association,  
commercial developer, holder of any portion of the below described property, and/or similar  
(hereinafter the "Property Owner"), and the Town of Tyrone, Georgia (hereinafter the "Town").

W I T N E S S E T H

WHEREAS, the Property Owner is the owner of certain real property described as  
(Fayette County Tax Map/Parcel Identification Number) 0726 041  
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 5475 page  
519-522, and Plat Book 48, page 194, and more particularly described on the  
attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the Property Owner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan/Development known  
as (insert name of plan/development)  
Take 5 Express Car Wash in Tyrone

(hereinafter the "Plan"), which is expressly made a part hereof, as approved or to be approved by  
the Town, provides for detention and/or management of stormwater within the confines of the  
Property; and

WHEREAS, the Town and the Property Owner agree that the health, safety, and welfare  
of the residents of the Town of Tyrone, Georgia, require that on-site stormwater management  
facilities be constructed and maintained on the Property; and

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

5.

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

6.

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

7.

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

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

8.

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

9.

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

10.

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

11.

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



12.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

**PROPERTY OWNER CORPORATION**

Delaware

Name of Corporation: Boing US Holdco, Inc., A ~~Georgia~~ Delaware Corporation  
Printed or Typed Name

By: *Anthony Winchester*  
Signature

Anthony Winchester  
Typed or Printed Name

Title: Vice President - Legal, Real Estate

Attest: *Scott O'Melia*  
Signature of Witness

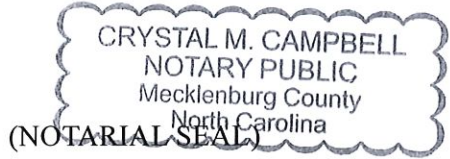
Scott O'Melia  
Typed or Printed Name

Title: Executive Vice President and Secretary

(CORPORATE SEAL)

Notary Public: *Crystal M. Campbell*

My Commission Expires: 1-6-2028



**TOWN OF TYRONE, GEORGIA**

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

Attest: \_\_\_\_\_  
Town Clerk

(TOWN SEAL)

Notary Public: \_\_\_\_\_

(NOTARIAL SEAL)

My Commission Expires: \_\_\_\_\_

Attachments:

- Exhibit A. Plat and Legal Description
- Exhibit B. Maintenance and Inspection Schedule
- Exhibit C. Permanent Water Quality BMP and Access Easement Agreement
- Exhibit D. Example Operation and Maintenance Inspection Report

**APPENDIX A**  
**PLAT AND LEGAL DESCRIPTION**

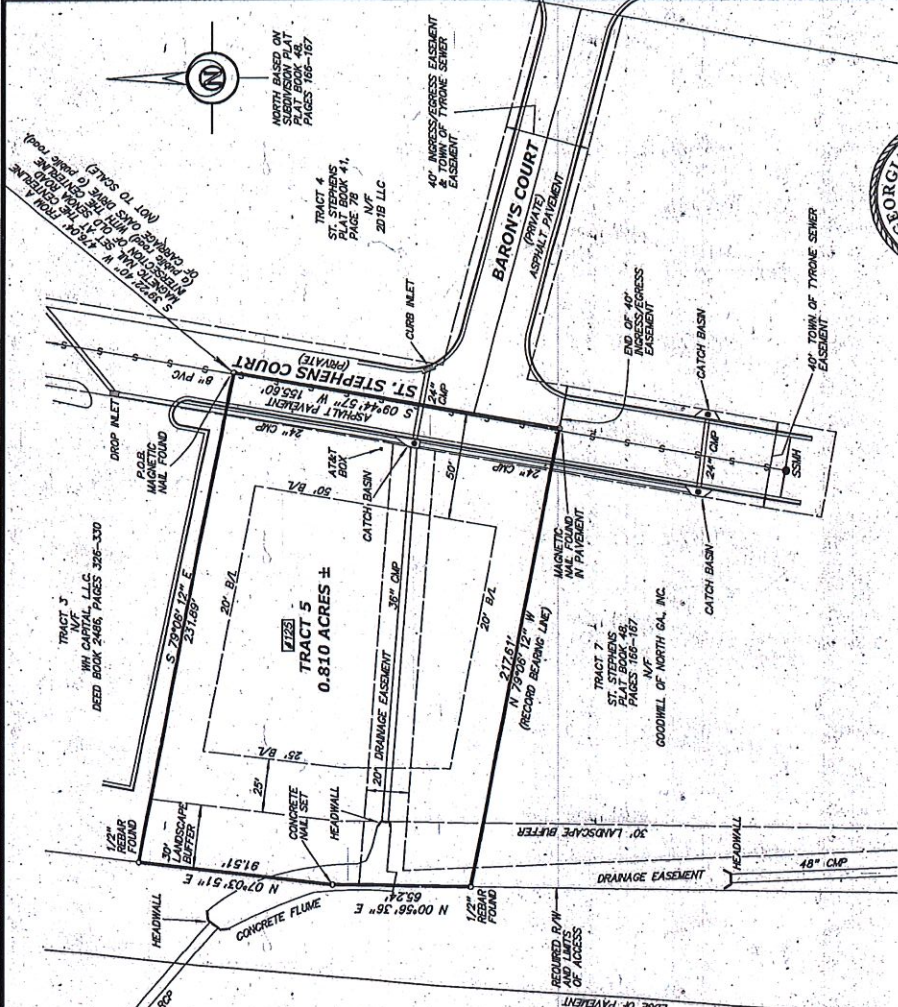
LEGAL DESCRIPTION:

As Provided In Title Document

As Provided In Title Document. All that tract or parcel of land lying and being in Land Lot 116 of the 7th District of Fayette County, Georgia, being Tract 5 of St. Stephens, as per the Revised Final Plat of Tract 5 St. Stephens recorded in Plat Book 48, Page 194, Records of Fayette County, Georgia, reference to which plat is hereby made for a more accurate description of the metes and bounds of said Tract 5.

Together with easements appurtenant to the subject property as contained in that certain Declaration of Protective Covenants for St. Stephen's Retail Center filed by TCG Holdings, LLC and Woodland Preserve, LLC, dated May 27, 2005, recorded June 9, 2005, in Deed Book 2786, Page 313, in the Office of the Clerk of Superior Court of Fayette County, Georgia; as Declarant's rights assigned by virtue of the certain Quitclaim Deed recorded in Deed Book 4434, Page 376, aforesaid records. The above-described tract is the same as insured in the Schedule A Description of the herein referenced Title Commitment.

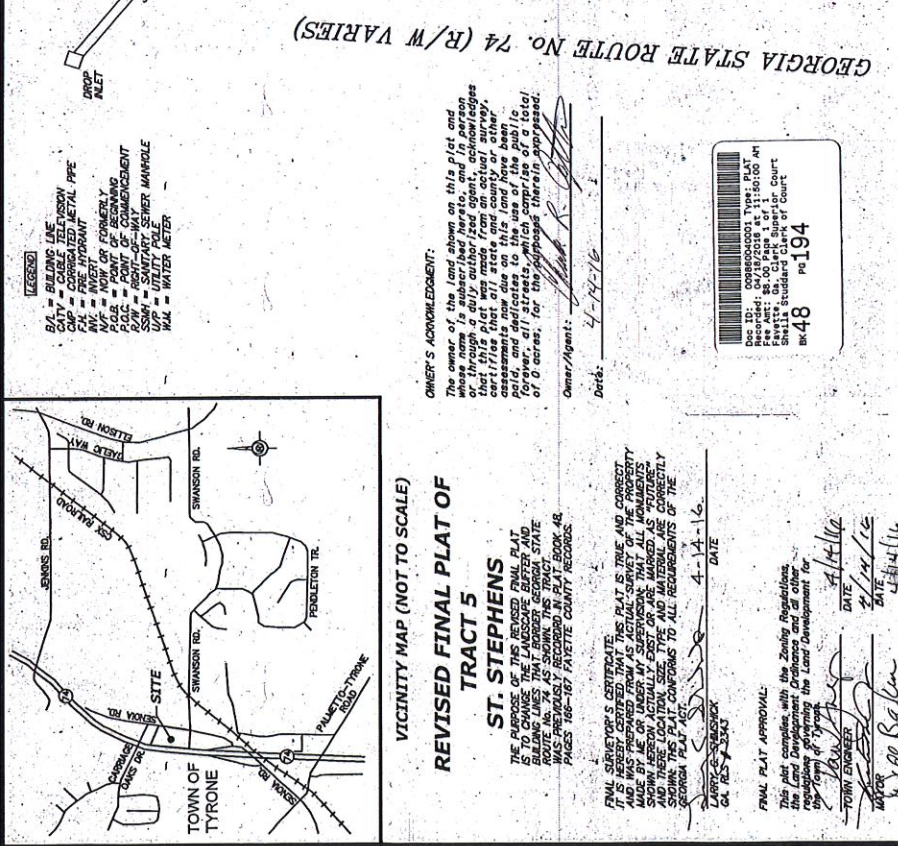
The above-described tract is the same as insured in the Schedule A Description of the herein referenced Title Commitment.



The field data upon which this survey is based is true and correct representation of the land and its improvements and has a closure error of one foot in 24,388 ft. and an angular error of one second in 100,000 arc seconds. A magnetic declination of 11.0 degrees East was used to obtain linear and angular measurements. It is my professional opinion, that this plot is a true and correct representation of the land and its improvements and has a closure error of one foot in 24,388 ft. and an angular error of one second in 100,000 arc seconds. A magnetic declination of 11.0 degrees East was used to obtain linear and angular measurements.



|                     |                           |
|---------------------|---------------------------|
| LAND LOT: 116       | DATE OF SURVEY: 01/25/16  |
| 7th DISTRICT        | DATE OF DRAWING: 04/14/16 |
| TOWN OF TYRONE      | REF:                      |
| FAYETTE COUNTY, GA. | JOB NO.: 1309022          |
| SCALE: 1" = 40'     |                           |



PER OCCA 15-5-07 (019) AT THE TIME OF THIS SURVEY, NO NEW STREETS OR ROADS ARE CREATED. NO NEW UTILITY IMPROVEMENTS ARE REQUIRED, AND NO NEW UTILITY SEWER OR APPROVAL OF A SEPTIC TANK IS REQUIRED.

PER THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS RULE 180-5-09 THE TERM CERTIFICATION AS USED IN BOARD RULE 180-5-09(a) AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING IS LIMITED TO THE ACTS OF PROFESSIONAL ENGINEERING OR LAND SURVEYING OF WHICH THIS SURVEY IS ONE. THIS SURVEY IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. OTHER ENCUMBRANCES MAY EXIST THAT A CURRENT TITLE REPORT PREPARED BY A QUALIFIED TITLE EXAMINER WOULD REVEAL.

THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY SHOWN OR NOT SHOWN RECORDED OR NOT RECORDED. THIS SURVEY IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. HIS USE AND INTENTION AS TO THE EXISTENCE OR NON-EXISTENCE OF UNDISCOVERED BURIED UTILITIES, INCLUDING BUT NOT LIMITED TO GAS, WATER, SEWER, AND CABLE LINES, IS NOT GUARANTEED. UNDISCOVERED BURIED UTILITIES, INCLUDING BUT NOT LIMITED TO GAS, WATER, SEWER, AND CABLE LINES, SHOULD BE INTERFERED AND VERIFIED BY THE PROPER GOVERNING AUTHORITY BEFORE ANY LAND PLANNING AND/OR LAND DISTURBANCE ACTIVITY BEGINS.

In my professional opinion, this property does not lie within the 100 year flood plain. Map Number: 1311300077 INSURANCE RATE MAP. Dated: SEPTEMBER 26, 2008

2D1B LLC

PREPARED FOR:

W.D. Gray and Associates, Inc.

land surveyors - planners  
 160 GREENCASTLE ROAD SUITE B TYRONE  
 GEORGIA 30290 PH: 770-486-7552  
 FAX: 770-486-0486

Type: WD  
Recorded: 4/4/2022 2:56:00 PM  
Fee Amt: \$425.00 Page 1 of 4  
Transfer Tax: \$400.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court

Participant ID(s): 3760043500,  
7067927936

**BK 5475 PG 519 - 522**

Return to:

Jason T. Murphy  
Gentry, Tipton & McLemore, PC  
900 S. Gay Street, Suite 2300  
Knoxville, Tennessee 37902

STATE OF GEORGIA  
COUNTY OF FAYETTE

Return To:  
Fidelity National Title Group  
3301 Windy Ridge Parkway, Suite 300  
Atlanta, GA 30339  
Attn: Kim Hogan- 212060GA

LIMITED WARRANTY DEED

This indenture made this 31st day of March, 2022, between GEMM, LLC, a Georgia limited liability company (hereinafter called "Grantor"), and BOING US HOLDCO, INC., a Delaware corporation (hereinafter called "Grantee"). The words "Grantor" and "Grantee" shall include their respective heirs, successors, and assigns where the context requires or permits.

WITNESSETH: that Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lot 116 of the 7th District of Fayette County, Georgia, being Tract 5 of St. Stephens, as per the Revised Final Plat of Tract 5 St. Stephens recorded in Plat Book 48, Page 194, Records of Fayette County, Georgia, reference to which plat is hereby made for a more accurate description of the metes and bounds of said Tract 5.

TOGETHER WITH and subject to easements contained in that certain Declaration of Protective Covenants for St. Stephen's Retail Center filed by TCG Holdings, LLC and Woodland Preserve, LLC, dated May 27, 2005, recorded June 9, 2005, in Deed Book 2786, Page 313, in the Office of the Clerk of Superior Court of Fayette County, Georgia; as Declarant's rights assigned by virtue of the certain Quitclaim Deed recorded in Deed Book 4434, Page 376, aforesaid records.

This conveyance is made subject to all zoning ordinances, easements and restrictions of record affecting said property, including without limitation, those matters set forth on the Exhibit A attached hereto.

To have and to hold the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

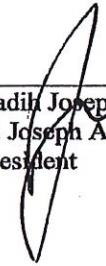
And the said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever, claiming by, through or under Grantor.

In witness whereof, the Grantor has signed and sealed this deed, the day and year above written.


**GRANTOR:**

**GEMM, LLC,**  
a Georgia limited liability company

By: Orthopaedics of Atlanta, PC,  
a Georgia professional corporation,  
its Sole Member

By:   
Wadih Joseph Absi a/k/a Wadih J. Absi a/k/a  
W. Joseph Absi  
President

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

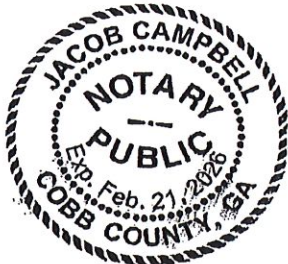


Exhibit A

1. Real property taxes for 2022 and all subsequent years, which are a lien not yet due and payable.
2. The following matters shown on the ALTA/NSPS Land Title Survey prepared by Michael O. Cook dated October 1, 2021 and last revised January 17, 2022 as Job No. 21-7313 (the "Survey"):
  - a. 20-foot storm drain easement and drain traversing subject property;
  - b. 40-foot ingress/egress easement/Tyrone sewer easement;
  - c. Gas line crossing the property near its eastern boundary line;
3. The following matters shown on plat of survey recorded in Plat Book 48, page 194, Fayette County, Georgia records:
  - a. 24-inch CMP along eastern property line;
  - b. Catch basin along eastern property line; and
  - c. AT&T box near eastern property line.
4. Easements for construction and maintenance as contained in that certain Right of Way Deed from Mrs. Y Swanson to State Highway Department of Georgia dated October 24, 1949, recorded December 27, 1949, in Deed Book 33, page 334 in the Office of the Clerk of Superior Court of Fayette County, Georgia.
5. Easements for construction and maintenance as contained in that certain Right of Way Deed from Phillip R. Seay to Department of Transportation, dated June 3, 1987, recorded June 11, 1987, in Deed Book 451, page 702 in the Office of the Clerk of Superior Court of Fayette County, Georgia.
6. Declaration of Covenants, Easement and Restrictions filed by Phillip R. Seay, dated June 4, 2004, recorded June 23, 2004 in Deed Book 2546, page 122, the Office of the Clerk of Superior Court of Fayette County, Georgia; provided, that sanitary sewer easement contained in this documents does not affect the subject property.
7. Declaration of Protective Covenants for St. Stephen's Retail Center filed by TCG Holdings, LLC and Woodland Preserve, LLC, dated May 27, 2005, recorded June 9, 2005 in Deed Book 2786, page 313, in the Office of the Clerk of Superior Court of Fayette County, Georgia; as amended by that certain Quitclaim Deed dated March 3, 2016, recorded March 30, 2016, in Deed Book 4434, pages 376-378 in the Office of the Clerk of Superior Court of Fayette County, Georgia; as further amended by that certain First Amendment to Declaration of Protective Covenants dated March 29, 2016, recorded March 30, 2016, in Deed Book 4434, page 379 in the Office of the Clerk of Superior Court of Fayette County, Georgia.
8. Reciprocal Storm Water Easement Agreement by and between John Wieland Homes and Neighborhoods, Inc. Candler Tyrone, LLC and Phillip R. Seay, dated November 7, 2002, recorded November 14, 2002, in Deed Book 2006, page 635 in the Office of the Clerk of Superior Court of Fayette County, Georgia.
9. Declaration of Covenants, Conditions, and Restrictions for The Seay/Tyrone Commercial Properties by Phillip R. Seay, dated January 16, 1998, filed January 23, 1998, recorded in Deed Book 1213, page 457 in the Office of the Clerk of Superior Court of Fayette County, Georgia; as amended by Amendment to Declaration of Covenants, Conditions, and Restrictions for the Seay/Tyrone Commercial Properties dated March 4, 1998, filed March 30, 1998, recorded in Deed Book 1233, page 553 in the aforesaid records; and as further amended by Second Amendment to Declaration of Covenants, Conditions, and Restrictions for the Seay/Tyrone Commercial Properties, dated November 7, 2002, filed November 14, 2002, recorded in Deed Book 2006, page 533, in the aforesaid records. (easement only)
10. Declaration of Easements, Covenants and Conditions for Southampton Village by Phillip R. Seay, a Georgia resident, dated November 7, 2002, filed November 14, 2002, recorded in Deed Book 2006, page 568 in the Office of the Clerk of Superior Court of Fayette County, Georgia; as amended by First Amendment to Declaration of Easements, Covenants and Conditions for Southampton Village, dated June 6, 2006, filed June 7, 2006 recorded in Deed Book 3024, page 538 in the aforesaid records; as amended by Second Amendment to Declaration of Easements, Covenants and Conditions for Southampton Village by and between Phillip R. Seay and Inland Southeast Tyrone, LLC, a Georgia limited liability company, dated August 3, 2006, filed August



- 3, 2006, recorded in Deed Book 3064, page 391 in the aforesaid records; and further amended by Second Amendment to Declaration of Easements, Covenants and Conditions for Southampton Village, dated August 3, 2006, filed August 15, 2006, recorded in Deed Book 3074, page 224 in the aforesaid records. (easement only)
11. Condemnation of right-of-way easement contained in that certain Judgment of Court entered in Civil Action File No. 1999V-0084(M), styled Georgia Transmission Corporation, successor to Oglethorpe Power Company, vs. a certain parcel of land described therein, Phillip R. Seay, Wachovia Bank of Georgia, N.A., Summerwood, L.P., Gary Carter, The Honorable Martha Stephenson, Judge, Probate Court of Fayette County, Georgia, and The Honorable George Wingo, Tax Commissioner of Fayette County, Georgia, and any and all other persons having or claiming any right or interest in and to said parcel of land, dated March 4, 1999, filed and recorded March 9, 1999 in Deed Book 1360, page 715, in the Office of the Clerk of Superior Court of Fayette County, Georgia, as amended by Consent Judgment dated August 3, 1999, filed and recorded August 3, 1999 in Deed Book 1414, page 721, in the Office of the Clerk of Superior Court of Fayette County, Georgia. (easement only)
  12. Condemnation for right-of-way easement contained in that certain Judgment of Court entered in Civil Action File No. 1999V-0085(M), styled Georgia Transmission Corporation, successor to Oglethorpe Power Corporation vs. a certain parcel of land described therein, Phillip R. Seay, Wachovia Bank of Georgia, N.A., Summerwood, L.P., Gary Carter, The Honorable Martha Stephenson, Judge, Probate Court of Fayette County, Georgia, and The Honorable George Wingo, Tax Commissioner of Fayette County, Georgia, and any and all other persons having or claiming any right or interest in and to said parcel of land, in the original principal amount of \$140,708.00, dated March 4, 1999, filed and recorded March 4, 1999 in Deed Book 1360, page 720, in the Office of the Clerk of Superior Court of Fayette County, Georgia, as amended by Consent Judgment dated August 3, 1999, filed and recorded August 3, 1999 in Deed Book 1414, page 727 in the aforesaid records. (easement only)

**APPENDIX B**  
**MAINTENANCE AND INSPECTION SCHEDULE**

### Grass Channel

Grass channels are vegetated open channels designed to enhance water quality by settling suspended solids through filtration, infiltration, and biofiltration. This practice offers a method to manage pollution while also conveying stormwater runoff. Grass channels are well suited to a number of applications and land uses, including treating runoff from roads and highways and pervious surfaces. Grass channels are broad and shallow channels that are generally positioned parallel to roadways or other impervious areas. They can also be used as a single BMP, a pretreatment to another BMP, or as a link between other BMPs.



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

- Trash, litter, and debris accumulation
- Watering the practice during dry periods
- Establishing vegetation within the grass channel
- Clogging in the inlet and outlet pipes
- Ant mounds
- Erosion

Routine inspection and maintenance should be performed on the grass channels to ensure that the practice is functioning properly. Routine maintenance tasks include removing trash from the grass channel and ensuring that grass clippings and other debris are removed from the channel.

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

The table on the following page show routine maintenance activities typically associated with grass channels.

**Grass Channel Typical Routine Maintenance Activities and Schedule**

| Activity  | Schedule  |
|---|---|
| <ul style="list-style-type: none"> <li>• Mow grass to maintain a height of 3 to 4 inches. Remove grass clippings.</li> <li>• Repair eroded or bare spots.</li> <li>• Remove accumulated sediment, trash, and debris.</li> <li>• Water the practice during dry condition while vegetation is establishing.</li> </ul>  | <p style="text-align: center;">As needed</p>  |
| <ul style="list-style-type: none"> <li>• Inspect grass alongside slopes for erosion and formation of rills or gullies and correct.</li> <li>• Remove sediment from bottom of channel once sediment is 25% of the original design volume.</li> <li>• Remove trash and debris accumulated in the inflow forebay.</li> <li>• Inspect and correct erosion problems in the sand/soil bed of dry swales.</li> <li>• Based on inspection, plant an alternative grass species if the original grass cover has not been successfully established.</li> <li>• Inspect pea gravel diaphragm for clogging and correct the problem.</li> </ul> | <p style="text-align: center;">Annually (Semi-annually the first year and then annually thereafter)</p> |

## Dry Detention Basins

A dry detention basin is a storage basin designed to provide water quantity control through detention of stormwater runoff. The purpose of detention is to allow some of the water to exfiltrate into the ground and the remainder of the water to release slowly over a period of time to reduce downstream water quantity impacts. Dry detention basins are designed to completely drain following a storm event and are normally dry between rain events. They provide limited pollutant removal benefits and are not intended for water quality treatment alone.



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

- Sediment build-up
- Trash, litter, and debris accumulation
- Clogging and structural repairs in the inlet and outlet structures
- Establishing vegetation within the dry detention basin
- Erosion
- Mowers compacting and rutting the basin bottom
- Mosquitoes breeding in the practice
- Ant mounds

Routine maintenance should be performed on the dry detention basins to ensure that the structure is properly functioning. Note that during the first year the dry detention basin is built, maintenance may be required at a higher frequency to ensure the proper establishment of vegetation in the practice. In the event of snow, check to make sure that the materials used to de-ice the surrounding areas stay out of the practice to avoid clogging and further pollution.

Dry detention basins should be inspected after a large rainstorm. Keep drainage paths, both to and from the BMP, clean so that the water can properly infiltrate into the ground. Note that it might take longer for the water to infiltrate into the ground during the winter months and early spring. If the dry detention basin is not draining properly, check for clogging of the inflow and outflow structures.

If the forebay or dry detention basin has received a significant amount of sediment over a period of time, then the sediment at the bottom of the forebay or dry detention basin may need to be removed. Accumulated sediment in the practice decreases the available storage volume and affects the basin's ability to function as it was designed.

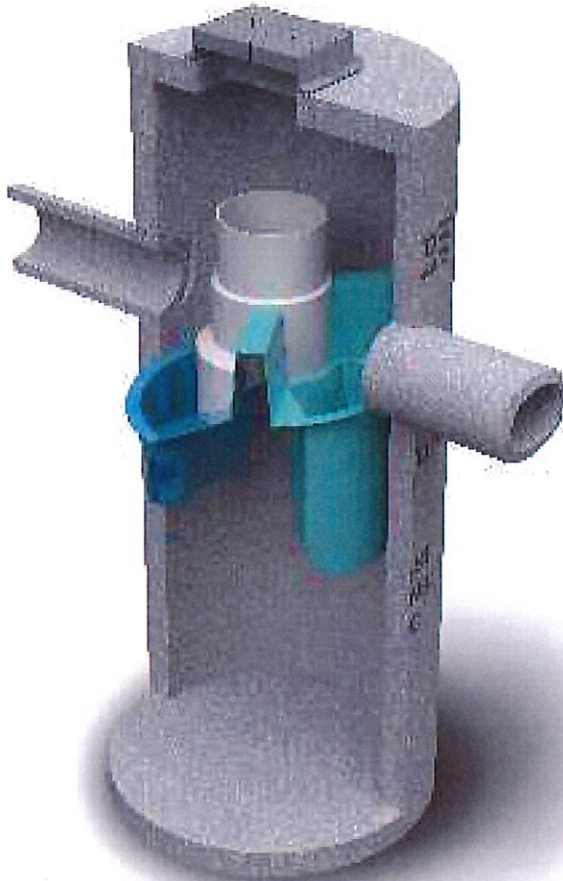
Operations & Maintenance Guidance Document

If designed and maintained correctly, dry detention basins should not become a breeding ground for mosquitoes. A mosquito egg requires 24-48 hours to hatch. In addition, it takes 10-14 more days for the egg to develop and become an adult. By having a dry detention basin that drains properly, it is unlikely that a dry detention basin would provide a habitat that could become a breeding area for mosquitoes. Should the dry detention basin become a breeding ground for mosquitoes, the problem is likely with the overflow structure which may need to be addressed.

The table below shows a schedule for when different maintenance activities should be performed on the dry detention basins.

**Dry Detention Basin Typical Routine Maintenance Activities and Schedule**

| Activity  | Schedule   |
|---|--|
| <ul style="list-style-type: none"> <li>• Remove debris from basin surface to minimize outlet clogging and improve aesthetics.</li> <li>• Note erosion of detention basin banks or bottom</li> <li>• Inspect for damage to the embankment.</li> <li>• Monitor for sediment accumulation in the facility and forebay.</li> <li>• Examine to ensure that inlet and outlet devices are free of debris and operational.</li> </ul> | <p>Annually and following significant storm events</p> |
| <ul style="list-style-type: none"> <li>• Remove sediment buildup.</li> <li>• Repair and revegetate undercut and/or eroded areas.</li> <li>• Perform structural repairs to inlet and outlets.</li> <li>• Repair undercut or eroded areas.</li> <li>• Mow side slopes.</li> <li>• Seed or sod to restore dead or damaged ground cover.</li> </ul>   | <p>As needed based on inspection</p>                   |
| <ul style="list-style-type: none"> <li>• Mow to limit unwanted vegetation.</li> <li>• Litter/ Debris Removal.</li> </ul>  | <p>Routine</p>   |



# Operation and Maintenance Manual

**First Defense<sup>®</sup> High Capacity and First Defense<sup>®</sup> Optimum**

Vortex Separator for Stormwater Treatment

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|          | - POLLUTANT CAPTURE AND RETENTION                    |
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**DISCLAIMER:** Information and data contained in this manual is exclusively for the purpose of assisting in the operation and maintenance of Hydro International plc's First Defense®. No warranty is given nor can liability be accepted for use of this information for any other purpose. Hydro International plc has a policy of continuous product development and reserves the right to amend specifications without notice.



# I. First Defense® by Hydro International

## Introduction

The First Defense® is an enhanced vortex separator that combines an effective and economical stormwater treatment chamber with an integral peak flow bypass. It efficiently removes total suspended solids (TSS), trash and hydrocarbons from stormwater runoff without washing out previously captured pollutants. The First Defense® is available in several model configurations to accommodate a wide range of pipe sizes, peak flows and depth constraints.

The two product models described in this guide are the First Defense® High Capacity and the First Defense® Optimum; they are inspected and maintained identically.

## Operation

The First Defense® operates on simple fluid hydraulics. It is self-activating, has no moving parts, no external power requirement and is fabricated with durable non-corrosive components. No manual procedures are required to operate the unit and maintenance is limited to monitoring accumulations of stored pollutants and periodic clean-outs. The First Defense® has been designed to allow for easy and safe access for inspection, monitoring and clean-out procedures. Neither entry into the unit nor removal of the internal components is necessary for maintenance, thus safety concerns related to confined-space-entry are avoided.

## Pollutant Capture and Retention

The internal components of the First Defense® have been designed to optimize pollutant capture. Sediment is captured and retained in the base of the unit, while oil and floatables are stored on the water surface in the inner volume (Fig.1).

The pollutant storage volumes are isolated from the built-in bypass chamber to prevent washout during high-flow storm events. The sump of the First Defense® retains a standing water level between storm events. This ensures a quiescent flow regime at the onset of a storm, preventing resuspension and washout of pollutants captured during previous events.

Accessories such as oil absorbent pads are available for enhanced oil removal and storage. Due to the separation of the oil and floatable storage volume from the outlet, the potential for washout of stored pollutants between clean-outs is minimized.

## Applications

- Stormwater treatment at the point of entry into the drainage line
- Sites constrained by space, topography or drainage profiles with limited slope and depth of cover
- Retrofit installations where stormwater treatment is placed on or tied into an existing storm drain line
- Pretreatment for filters, infiltration and storage

## Advantages

- Inlet options include surface grate or multiple inlet pipes
- Integral high capacity bypass conveys large peak flows without the need for "offline" arrangements using separate junction manholes
- Long flow path through the device ensures a long residence time within the treatment chamber, enhancing pollutant settling
- Delivered to site pre-assembled and ready for installation

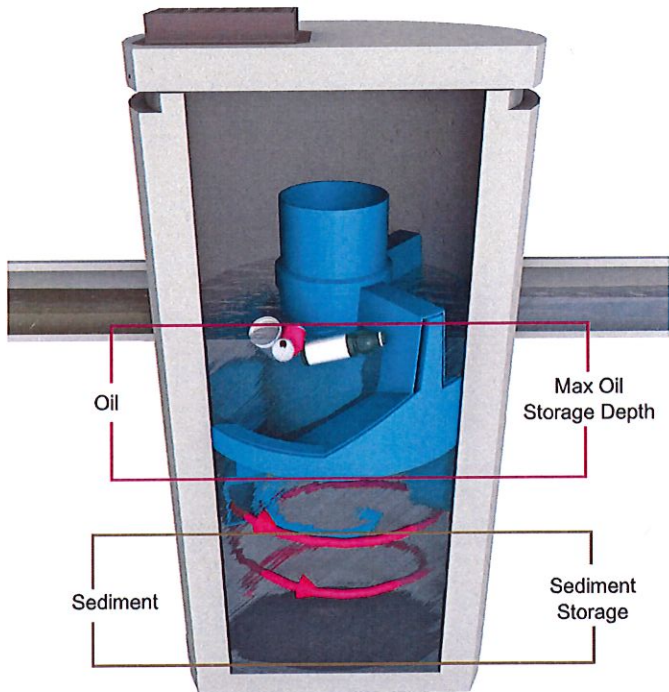


Fig.1 Pollutant storage volumes in the First Defense®.

## II. Model Sizes & Configurations

The First Defense® inlet and internal bypass arrangements are available in several model sizes and configurations. The components have modified geometries allowing greater design flexibility to accommodate various site constraints.

All First Defense® models include the internal components that are designed to remove and retain total suspended solids (TSS), gross solids, floatable trash and hydrocarbons (Fig.2). First Defense® model sizes (diameter) are shown in Table 1.

## III. Maintenance

### First Defense® Components

- 1. Built-In Bypass
- 2. Inlet Pipe
- 3. Inlet Chute
- 4. Floatables Draw-off Port
- 5. Outlet Pipe
- 6. Floatables Storage
- 7. Sediment Storage
- 8. Inlet Grate or Cover

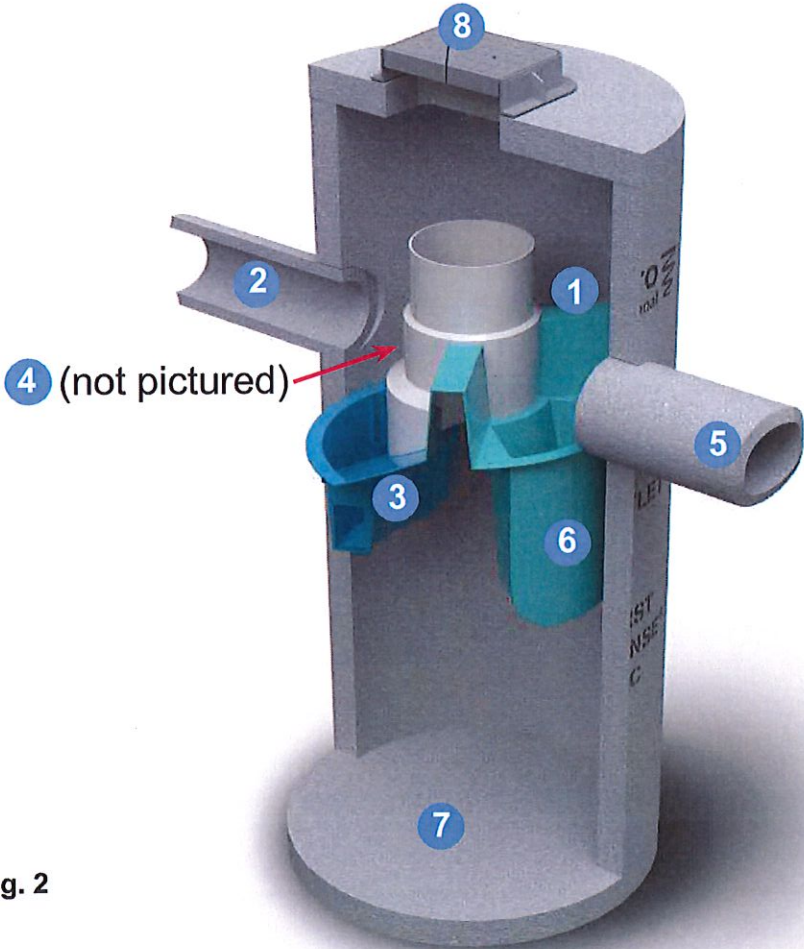


Fig. 2

Table 1

| First Defense® Model Sizes |
|----------------------------|
| (ft / m) diameter          |
| 3 / 0.9                    |
| 4 / 1.2                    |
| 5 / 1.5                    |
| 6 / 1.8                    |
| 7 / 2.1                    |
| 8 / 2.4                    |
| 10 / 3.0                   |

### Overview

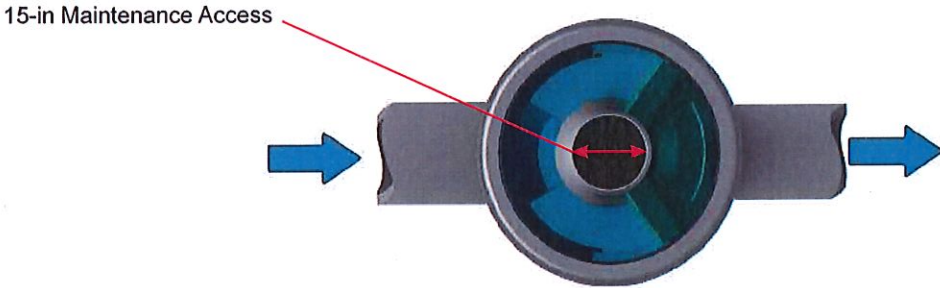
The First Defense® protects the environment by removing a wide range of pollutants from stormwater runoff. Periodic removal of these captured pollutants is essential to the continuous, long-term functioning of the First Defense®. The First Defense® will capture and retain sediment and oil until the sediment and oil storage volumes are full to capacity. When sediment and oil storage capacities are reached, the First Defense® will no longer be able to store removed sediment and oil.

The First Defense® allows for easy and safe inspection, monitoring and clean-out procedures. A commercially or municipally owned sump-vac is used to remove captured sediment and floatables. Access ports are located in the top of the manhole.

Maintenance events may include Inspection, Oil & Floatables Removal, and Sediment Removal. Maintenance events do not require entry into the First Defense®, nor do they require the internal components of the First Defense® to be removed. In the case of inspection and floatables removal, a vactor truck is not required. However, a vactor truck is required if the maintenance event is to include oil removal and/or sediment removal.

### Maintenance Equipment Considerations

The internal components of the First Defense® have a centrally located circular shaft through which the sediment storage sump can be accessed with a sump vac hose. The open diameter of this access shaft is 15 inches in diameter (Fig.3). Therefore, the nozzle fitting of any vactor hose used for maintenance should be less than 15 inches in diameter.



*Fig.3 The central opening to the sump of the First Defense® is 15 inches in diameter.*

### Determining Your Maintenance Schedule

The frequency of clean out is determined in the field after installation. During the first year of operation, the unit should be inspected every six months to determine the rate of sediment and floatables accumulation. A simple probe such as a Sludge-Judge® can be used to determine the level of accumulated solids stored in the sump. This information can be recorded in the maintenance log (see page 9) to establish a routine maintenance schedule.

The vactor procedure, including both sediment and oil / floatables removal, for First Defense® typically takes less than 30 minutes and removes a combined water/oil volume of about 765 gallons.

*Inspection Procedures*

1. Set up any necessary safety equipment around the access port or grate of the First Defense® as stipulated by local ordinances. Safety equipment should notify passing pedestrian and road traffic that work is being done.
2. Remove the grate or lid to the manhole.
3. Without entering the vessel, look down into the chamber to inspect the inside. Make note of any irregularities. Fig.4 shows the standing water level that should be observed.
4. Without entering the vessel, use the pole with the skimmer net to remove floatables and loose debris from the components and water surface.
5. Using a sediment probe such as a Sludge Judge®, measure the depth of sediment that has collected in the sump of the vessel.
6. On the Maintenance Log (see page 9), record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components or blockages.
7. Securely replace the grate or lid.
8. Take down safety equipment.
9. Notify Hydro International of any irregularities noted during inspection.

**Floatables and Sediment Clean Out**

Floatables clean out is typically done in conjunction with sediment removal. A commercially or municipally owned sump-vac is used to remove captured sediment and floatables (Fig.4).

Floatables and loose debris can also be netted with a skimmer and pole. The access port located at the top of the manhole provides unobstructed access for a vector hose to be lowered to the base of the sump.

*Scheduling*

- Floatables and sump clean out are typically conducted once a year during any season.
- Floatables and sump clean out should occur as soon as possible following a spill in the contributing drainage area.



Fig.4 Floatables are removed with a vector hose

*Recommended Equipment*

- Safety Equipment (traffic cones, etc)
- Crow bar or other tool to remove grate or lid
- Pole with skimmer or net (if only floatables are being removed)
- Sediment probe (such as a Sludge Judge®)
- Vector truck (flexible hose recommended)
- First Defense® Maintenance Log

*Floatables and Sediment Clean Out Procedures*

1. Set up any necessary safety equipment around the access port or grate of the First Defense® as stipulated by local ordinances. Safety equipment should notify passing pedestrian and road traffic that work is being done.
2. Remove the grate or lid to the manhole.
3. Without entering the vessel, look down into the chamber to inspect the inside. Make note of any irregularities.
4. Remove oil and floatables stored on the surface of the water with the vacator hose or with the skimmer or net
5. Using a sediment probe such as a Sludge Judge®, measure the depth of sediment that has collected in the sump of the vessel and record it in the Maintenance Log (page 9).
6. Once all floatables have been removed, drop the vacator hose to the base of the sump. Vacator out the sediment and gross debris off the sump floor
7. Retract the vacator hose from the vessel.
8. On the Maintenance Log provided by Hydro International, record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components, blockages, or irregularly high or low water levels.
9. Securely replace the grate or lid.

**Maintenance at a Glance**

|  |  |
|--|--|
| Inspection   | <ul style="list-style-type: none"> <li>- Regularly during first year of installation</li> <li>- Every 6 months after the first year of installation</li> </ul> |
| Oil and Floatables Removal   | <ul style="list-style-type: none"> <li>- Once per year, with sediment removal</li> <li>- Following a spill in the drainage area</li> </ul>                     |
| Sediment Removal   | <ul style="list-style-type: none"> <li>- Once per year or as needed</li> <li>- Following a spill in the drainage area</li> </ul>                               |
| <p>NOTE: For most clean outs the entire volume of liquid does not need to be removed from the manhole. Only remove the first few inches of oils and floatables from the water surface to reduce the total volume of liquid removed during a clean out.</p> |  |



First Defense® Installation Log

|                                       |               |
|---------------------------------------|---------------|
| HYDRO INTERNATIONAL REFERENCE NUMBER: |               |
| SITE NAME:                            |               |
| SITE LOCATION:                        |               |
| OWNER:                                | CONTRACTOR:   |
| CONTACT NAME:                         | CONTACT NAME: |
| COMPANY NAME:                         | COMPANY NAME: |
| ADDRESS:                              | ADDRESS:      |
| TELEPHONE:                            | TELEPHONE:    |
| FAX:                                  | FAX:          |

INSTALLATION DATE:    /    /

MODEL SIZE (CIRCLE ONE):    [3-FT]    [4-FT]    [5-FT]    [6-FT]    [7-FT]    [8-FT]    [10-FT]

INLET (CIRCLE ALL THAT APPLY):    GRATED INLET (CATCH BASIN)    INLET PIPE (FLOW THROUGH)

**APPENDIX C**

**PERMANENT WATER QUALITY BMP AND ACCESS  
EASEMENT AGREEMENT**

**EXHIBIT "C"**

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

THIS EASEMENT granted this 5<sup>th</sup> day of October, 2023,  
between the Property Owner BOING US HOLDCO, INC. as party of the  
first part, hereinafter referred to as Grantor, and the TOWN OF TYRONE, a political subdivision  
of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

**WITNESSETH**

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]



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

**PROPERTY OWNER CORPORATION**

Delaware

Name of Corporation: Boing US Holdco, Inc., A ~~Georgia~~ Delaware Corporation  
Printed or Typed Name

By: *Anthony Winchester*  
Signature

Anthony Winchester  
Typed or Printed Name

Title: Vice President - Legal, Real Estate

Attest: *Scott O'Melia*  
Signature of Witness

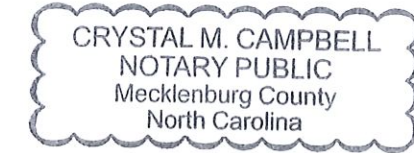
Scott O'Melia  
Typed or Printed Name

Title: Executive Vice President and Secretary

(CORPORATE SEAL)

Notary Public: *Crystal M. Campbell*

My Commission Expires: 1-6-2028



(NOTARIAL SEAL)

**TOWN OF TYRONE, GEORGIA**

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

Attest: \_\_\_\_\_  
Town Clerk

(TOWN SEAL)

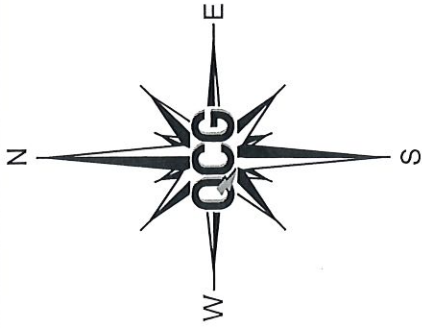
Notary Public: \_\_\_\_\_

(NOTARIAL SEAL)

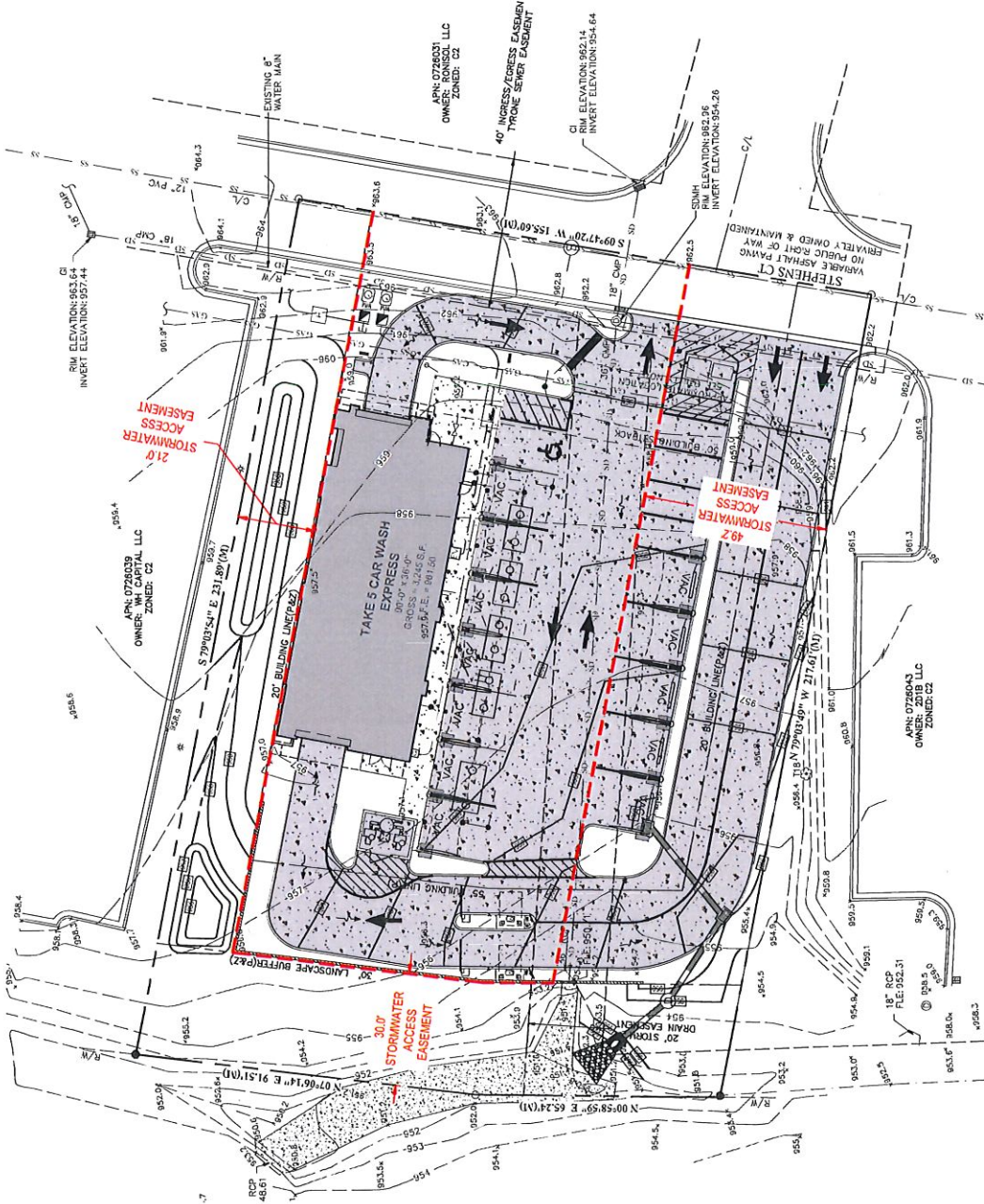
My Commission Expires: \_\_\_\_\_

Attachments:

Exhibit 1. Plat of Easement



PROPOSED STORMWATER ACCESS EASEMENT SHOWN HEREIN. THIS EASEMENT SHALL BE FINALIZED AND RECORDED PRIOR TO C.O. ISSUANCE.



SHEET  
**Ex. C**  
Dwg. # 1

**TAKE 5 EXPRESS CAR WASH**  
OF TYRONE, GA  
TRACT 5 OF ST. STEPHENS  
PID: 0726041  
**STORMWATER ACCESS EXHIBIT**

DATE : 09-15-23  
PROJ.# : 21-578E  
DRAWN BY :  
APP'D BY : TGS  
PLOT BY :  
REF.# :  
S.S. P.F.S. :

TREVOR STUBBS, P.E. DATE  
GEORGIA LICENSE # PED47852 PED47852

**QUICK CONCEPTS GROUP, LLC.**  
2719 TROPICAL AVENUE  
VERO BEACH, FL 33940  
QUICKCONCEPTSGROUP.COM  
813.413.9885  
FIRM LIC# PEF0088530

| NO. | REVISION | BY | DATE |
|-----|----------|----|------|
|     |          |    |      |
|     |          |    |      |
|     |          |    |      |
|     |          |    |      |

**APPENDIX D**

**EXAMPLE OPERATION AND MAINTENANCE  
INSPECTION REPORT**

Operations & Maintenance Guidance Document

| Grass Channel  |           |          |      |      |         |
|--|-----------|----------|------|------|---------|
| Maintenance Item   | Condition |          |      |      | Comment |
|  | Good      | Marginal | Poor | N/A* |         |
| <b>General Inspection</b>  |           |          |      |      |         |
| Access to the site is adequately maintained for inspection and maintenance.  |           |          |      |      |         |
| Area is clean (trash, debris, grass clippings, etc. removed).  |           |          |      |      |         |
| <b>Inlet</b>   |           |          |      |      |         |
| Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.   |           |          |      |      |         |
| Area around the inlet is mowed and grass clippings are removed.  |           |          |      |      |         |
| No evidence of gullies, rills, or excessive erosion around the inlet.  |           |          |      |      |         |
| No signs of clogging or damage around the inlet.   |           |          |      |      |         |
| <b>Pretreatment (choose one)</b>   |           |          |      |      |         |
| Forebay – area is free of trash, debris, and sediment.   |           |          |      |      |         |
| Filter Strip or Grass Channels – area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion. |           |          |      |      |         |
| <b>Main Treatment</b>  |           |          |      |      |         |
| Main treatment area is free of trash, debris, and sediment.  |           |          |      |      |         |
| No evidence of erosion in the practice.  |           |          |      |      |         |
| No evidence of long-term ponding or standing water in the ponding area of the practice (examples include: stains, odors, mosquito larvae, etc).          |           |          |      |      |         |
| No undesirable vegetation located within the practice.   |           |          |      |      |         |
| No evidence of use of fertilizer on plants (fertilizer crusting on the surface of the soil, blackened roots, etc.).                                      |           |          |      |      |         |
| Grass within and around practice is maintained at the proper height (3-4 inches). Grass clippings are removed.   |           |          |      |      |         |
| Grass cover seems healthy with no bare spots or dying grass.   |           |          |      |      |         |

Operations & Maintenance Guidance Document

| Grass Channel   |           |          |      |      |         |
|---|-----------|----------|------|------|---------|
| Maintenance Item  | Condition |          |      |      | Comment |
|   | Good      | Marginal | Poor | N/A* |         |
| No accumulating sediment within the grass channel.  |           |          |      |      |         |
| <b>Outlet</b>   |           |          |      |      |         |
| Outlet is free of trash, debris, and sediment.  |           |          |      |      |         |
| No evidence of erosion, scour, or flooding.   |           |          |      |      |         |
| <b>Results</b>  |           |          |      |      |         |
| Overall condition of Grass Channel:   |           |          |      |      |         |
| <b>Additional Comments</b>  |           |          |      |      |         |
|   |           |          |      |      |         |
| <p><b>Notes:</b> * If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.</p> |           |          |      |      |         |

Operations & Maintenance Guidance Document

| <b>Dry Detention Basin</b>  |                  |                 |             |             |                |
|---|------------------|-----------------|-------------|-------------|----------------|
| <b>Maintenance Item</b>   | <b>Condition</b> |                 |             |             | <b>Comment</b> |
|   | <b>Good</b>      | <b>Marginal</b> | <b>Poor</b> | <b>N/A*</b> |                |
| <b>General Inspection</b>   |                  |                 |             |             |                |
| Access to the site is adequately maintained for inspection and maintenance.   |                  |                 |             |             |                |
| Area is clean (trash, debris, grass clippings, etc. removed).   |                  |                 |             |             |                |
| <b>Inlet Structure</b>  |                  |                 |             |             |                |
| Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.  |                  |                 |             |             |                |
| Area around the inlet structure is mowed and grass clippings are removed.   |                  |                 |             |             |                |
| No evidence of gullies, rills, or excessive erosion around the inlet structure.   |                  |                 |             |             |                |
| Water is going through structure (i.e. no evidence of water going around the structure).  |                  |                 |             |             |                |
| Inlet pipe is in good condition and is not clogged.   |                  |                 |             |             |                |
| Diversion structure (high flow bypass structure or other) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type. |                  |                 |             |             |                |
| <b>Pretreatment (forebay)</b>   |                  |                 |             |             |                |
| Area is free of trash, debris, and sediment.  |                  |                 |             |             |                |
| Sediment accumulation is less than 50% of the forebay volume.   |                  |                 |             |             |                |
| No undesirable vegetation within the forebay. Weeds are removed to prevent clogging.  |                  |                 |             |             |                |
| Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.                                |                  |                 |             |             |                |
| <b>Main Treatment</b>   |                  |                 |             |             |                |
| Main treatment area is free of trash, debris, and sediment.   |                  |                 |             |             |                |
| Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.                                |                  |                 |             |             |                |
| No evidence of long-term ponding or standing water in the ponding area of the practice (examples include: stains, odors, mosquito larvae, etc.).                    |                  |                 |             |             |                |

Operations & Maintenance Guidance Document

| <b>Dry Detention Basin</b>   |                  |                 |             |             |                |
|--|------------------|-----------------|-------------|-------------|----------------|
| <b>Maintenance Item</b>  | <b>Condition</b> |                 |             |             | <b>Comment</b> |
|  | <b>Good</b>      | <b>Marginal</b> | <b>Poor</b> | <b>N/A*</b> |                |
| Basin seems to be working properly. No settling around the basin. Comment on overall condition of basin.   |                  |                 |             |             |                |
| Vegetation within and around practice is maintained. Grass clippings are removed.  |                  |                 |             |             |                |
| Sediment accumulation within dry detention basin is less than 3 inches.  |                  |                 |             |             |                |
| No standing water within the basin.  |                  |                 |             |             |                |
| No evidence of use of fertilizer on grass (fertilizer crusting on the surface of the soil, tips of leaves turning brown or yellow, blackened roots, etc.). |                  |                 |             |             |                |
| <b>Emergency Overflow</b>  |                  |                 |             |             |                |
| Emergency overflow is free of trash, debris, and sediment.   |                  |                 |             |             |                |
| No evidence of erosion, scour, or flooding around the structure.   |                  |                 |             |             |                |
| No shrubs or trees growing on embankment.  |                  |                 |             |             |                |
| No signs of seepage on the downstream face.  |                  |                 |             |             |                |
| No signs of animal activity.   |                  |                 |             |             |                |
| <b>Outlet Structure</b>  |                  |                 |             |             |                |
| Outlet structure is free of trash, debris, and sediment.   |                  |                 |             |             |                |
| No evidence of erosion, scour, or flooding around the structure.   |                  |                 |             |             |                |
| All moveable components are operational.   |                  |                 |             |             |                |
| <b>Results</b>   |                  |                 |             |             |                |
| Overall condition of Dry Detention Basin:  |                  |                 |             |             |                |
| <b>Additional Comments</b>   |                  |                 |             |             |                |
|  |                  |                 |             |             |                |
| <b>Notes:</b> * If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.                           |                  |                 |             |             |                |



### First Defense® Inspection and Maintenance Log

| Date | Initials | Depth of Floatables and Oils | Sediment Depth Measured | Volume of Sediment Removed | Site Activity and Comments |
|------|----------|------------------------------|-------------------------|----------------------------|----------------------------|
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |
|      |          |                              |                         |                            |                            |





# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Public Works

**Meeting Date:** October 5, 2023

**Staff Contact:** Devon Boullion, Environmental Specialist

**Agenda Section:** Consent Agenda

### Staff Report:

**Item Description:**

Consideration to approve Kenneth R. Spivey, Jr and Sylvia Spivey’s Stormwater Management Operations and Maintenance Agreement (for Commercial Build Atlanta) with the Town of Tyrone subject to receipt of missing documents prepared to staff’s satisfaction.

**Background/History:**

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

**Findings/Current Activity:**

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

**Is this a budgeted item? No If so, include budget line number: N/A**

**Actions/Options/Recommendations:**

Staff recommends authorizing Mayor Dial to execute the Agreement between Kenneth R. Spivey Jr., Sylvia Spivey, and the Town of Tyrone, subject to receipt of missing documents prepared to staff’s satisfaction, for the purpose of finalizing the agreement prior to the issuance of the facility’s certificate of occupancy.

**STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT  
Town of Tyrone, Georgia**

THIS AGREEMENT, made and entered into this 5th day of October,  
2023, by and between (insert full name of owner)  
Kenneth R. Spivey, Jr and Sylvia Spivey

his/her successors and assigns, including but not limited to any homeowners association,  
commercial developer, holder of any portion of the below described property, and/or similar  
(hereinafter the "Property Owner"), and the Town of Tyrone, Georgia (hereinafter the "Town").

WITNESSETH

WHEREAS, the Property Owner is the owner of certain real property described as  
(Fayette County Tax Map/Parcel Identification Number) 072605006  
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 4824 page  
621, and Plat Book 42, page 8-10, and more particularly described on the  
attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the Property Owner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan/Development known  
as (insert name of plan/development)  
Commercial Build Atlanta

(hereinafter the "Plan"), which is expressly made a part hereof, as approved or to be approved by  
the Town, provides for detention and/or management of stormwater within the confines of the  
Property; and

WHEREAS, the Town and the Property Owner agree that the health, safety, and welfare  
of the residents of the Town of Tyrone, Georgia, require that on-site stormwater management  
facilities be constructed and maintained on the Property; and

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

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

1.

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

2.

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

3.

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

4.

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

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

5.

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

6.

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

7.

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

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

8.

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

9.

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

10.

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

11.

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

12.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

**PROPERTY OWNER  
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By: [Signature]  
Signature  
Kenneth R. Spivey Jr.  
Typed or Printed Name

Attest: [Signature]  
Signature of Witness  
Jennifer Fichte  
Typed or Printed Name

By: [Signature]  
Signature  
Sylvia J. Spivey  
Typed or Printed Name

Attest: [Signature]  
Signature of Witness  
Jennifer Fichte  
Typed or Printed Name

[Attach additional signature pages if necessary]

Notary Public: [Signature] (NOTARIAL SEAL)

My Commission Expires: 11/10/26

**TOWN OF TYRONE, GEORGIA**

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

Attest: \_\_\_\_\_  
Town Clerk

(TOWN SEAL)

Notary Public: \_\_\_\_\_ (NOTARIAL SEAL)

My Commission Expires: \_\_\_\_\_

Attachments:

- Exhibit A. Plat and Legal Description
- Exhibit B. Maintenance and Inspection Schedule
- Exhibit C. Permanent Water Quality BMP and Access Easement Agreement
- Exhibit D. Example Operation and Maintenance Inspection Report

GENERAL NOTES

- OWNER / DEVELOPER : TCG HOLDINGS, LLC.  
602 DOGWOOD TRAIL - SUITE F  
TYRONE, GA 30280  
(770) 486-0001
- PROPERTY ZONED : LOTS 1 - 8 = C-2  
LOTS 9 - 15 = C-3  
TRACT 8 & LOT 16 = UIC
- LOTS SERVED BY FAYETTE COUNTY WATER SYSTEM.
- LOTS SERVED BY INDIVIDUAL SEPTIC TANKS & DRAIN FIELDS.

Certificate of Dedication  
State of Georgia  
County of Fayette

The owner of the land shown on this plat acknowledges that this plat was made from an actual survey...  
 And further, the owner warrants that he owns the simple title to the property shown hereon and agrees...  
 IN WITNESS WHEREOF, I have hereunto set by hand and affixed my seal this

8th day of November, 2004  
 Owner  
 Darlene Stone  
 Mayor, Public of Georgia



Maintenance Guarantee

The undersigned, its successors and assigns, hereby warrants and guarantees to the Town of Tyrone the...  
 This warranty and guarantee is made in accordance with the Tyrone Land Development Ordinance. This...  
 The developer shall correct and repair or cause to be corrected and repaired all damage to said...  
 The terms of this Agreement shall be for a period of two (2) years beginning on the date of written...  
 IN WITNESS WHEREOF, the developer has caused this Agreement to be executed by its duly authorized...  
 9th Day of Nov, 2004.

By: *[Signature]*  
 Mayor, Fayette County, Georgia

Doc ID: 0063120003 Type: PLT  
 Fee Amt: \$24.00 Part 1 of 3  
 Show Record: Clerk Superior Court  
 Recorder of Deeds  
 BK42 PG-10

FINAL PLAT OF

POWERS COURT

TOWN OF TYRONE

LAND LOT 116  
7th DISTRICT  
FAYETTE COUNTY, GEORGIA

9/16/04  
5/20/05  
11/28/05

R.M. BOYD & ASSOCIATES

LAND SURVEYING & ENGINEERING, INC.  
325 SOUTH LEE STREET  
FAYETTEVILLE, GA 30214  
(770) 461-2417

GEORGIA, FAYETTE COUNTY

FILED AND RECORDED THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2005.

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

CLERK \_\_\_\_\_

PREVIOUSLY RECORDED IN PB \_\_\_\_\_, PGS. \_\_\_\_\_ ON \_\_\_\_\_

REVISED 5/20/05 TO DIVIDE TRACT "C"  
INTO LOT 16 & 17 AND REFLECT ZONING  
CHANGE OF LOT 17 TO O-1.

REVISED 11/28/05 TO COMBINE LOTS 5 & 6

RIGHT-OF-WAY CURVE DATA

| #   | ARC     | RAD      | CHD     | BEARING      | LOT |
|-----|---------|----------|---------|--------------|-----|
| 1   | 253.15' | 1846.50' | 252.95' | N 34-21-42 E | B   |
| 2   | 64.60'  | 400.00'  | 64.53'  | S 72-37-36 W | B   |
| 3   | 150.00' | 400.00'  | 149.12' | S 86-59-46 W | 17  |
| 3A  | 211.26' | 400.00'  | 208.81' | N 65-07-49 W | 16  |
| 4   | 129.14' | 360.00'  | 128.52' | N 40-15-51 W | 15  |
| 5   | 126.00' | 360.00'  | 125.42' | N 11-58-22 W | 14  |
| 6   | 21.55'  | 360.00'  | 21.55'  | N 00-50-58 W | 13  |
| 7   | 79.97'  | 60.00'   | 74.18'  | N 21-02-24 W | 10  |
| 8   | 71.11'  | 60.00'   | 71.91'  | N 53-57-36 E | 9   |
| 9   | 71.42'  | 60.00'   | 72.15'  | S 52-15-43 E | 8   |
| 10  | 79.67'  | 60.00'   | 73.94'  | S 22-44-17 W | 7   |
| 11  | 263.58' | 320.00'  | 274.40' | S 24-38-45 E | 4   |
| 12  | 190.85' | 340.00'  | 188.37' | S 69-04-54 E | 2   |
| 13  | 171.12' | 340.00'  | 169.32' | N 83-25-08 E | 1   |
| 14  | 219.04' | 1846.50' | 218.91' | N 24-08-24 E | A   |
| 15  | 269.00' | 5260.50' | 269.00' | S 71-21-08 W | 8   |
| 16  | 269.00' | 663.82'  | 267.45' | S 38-45-38 W | 9   |
| 17  | 235.00' | 663.82'  | 233.77' | S 15-39-54 W | 10  |
| 18  | 28.31'  | 663.82'  | 28.31'  | S 4-17-54 W  | 11  |
| 19  | 212.23' | 2827.79' | 212.18' | S 00-26-28 W | 12  |
| 20  | 186.37' | 1584.30' | 186.28' | S 13-26-40 E | 13  |
| 21  | 250.00' | 1584.30' | 249.74' | S 21-20-06 E | 14  |
| 22  | 260.00' | 1584.30' | 259.71' | S 32-43-38 E | 15  |
| 23  | 645.95' | 1584.30' | 641.50' | S 49-06-33 E | 16  |
| 24  | 142.62' | 167.94'  | 142.59' | S 63-43-23 E | 16  |
| 24A | 98.37'  | 167.94'  | 98.36'  | S 66-54-27 E | 17  |
| 25  | 855.84' | 1694.30' | 847.73' | N 24-25-17 W | OUT |
| 26  | 228.63' | 2927.79' | 228.58' | N 00-16-25 E | OUT |
| 27  | 452.13' | 763.62'  | 445.55' | N 19-53-29 E | OUT |

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

R.M. Boyd  
REGISTERED LAND SURVEYOR NO. 2227  
DATE 9/16/04

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE DEPARTMENT OF HUD. THROUGH THE FEDERAL INSURANCE ADMINISTRATION, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE OF THE FLOOD HAZARD AREA, EXCEPT AS SHOWN.

REFERENCE F.I.R.M. NUMBER 13113 C 0040 D DATE 3/18/96

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 02 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

A TOPCON GTS-303 WAS USED TO COMPILE THE ANGULAR AND LINEAR FIELD DATA.

Final Plat Approval

This plat complies with the zoning regulations, the land development ordinance and all other regulations governing the land development for the Town of Tyrone.

Town Engineer  
Date 10-19-04

Mayor  
Date 11-3-04

Town Clerk  
Date 11-3-04

Final Surveyors Certificate

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all the monuments shown hereon actually exist or are marked as "future" and their location, size, type, and material are correctly shown. This plat conforms to all requirements of the Georgia Plat Act.

R.M. Boyd  
Registered Land Surveyor No. 2227  
DATE 9/16/04

Approved Dept. of Public Health  
Fayette County, Georgia

This plat has been reviewed by a representative of the Fayette County Health Department for compliance with the health, safety, and general welfare of the community. The representative has no objection to the plat being recorded and the plat will be inspected to determine the location of house, style of house, etc. before final approval can be issued.

Robert F. Kula  
Signed  
Date 9/23/04





FINAL PLAT OF  
**POWERS COURT**  
 CITY OF TYRONE  
 LAND LOT 116 7th DISTRICT  
 FAYETTE COUNTY, GA



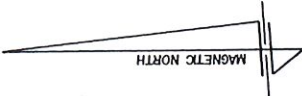
GRAPHIC SCALE  
 9/16/04  
 5/20/05  
 11/28/05

**R.M. BOYD & ASSOCIATES**  
 LAND SURVEYING & ENGINEERING, INC.  
 325 SOUTH LEE STREET  
 FAYETTEVILLE, GA 30214  
 (770) 461-24

S 64°43'20" E  
 CHD = 636.52  
 RAD = 1084.30  
 ARC = 640.37

N/F  
 GREENTREE CHURCH, INC.

**TRACT "D"**  
 5.349 AC.  
 ZONED AR



N/F  
 JENKINS 74, LLC.  
 S 64°47'01" E  
 CHD = 233.20  
 RAD = 2267.94  
 ARC = 220.29

N 38°57'16" E  
 103.73

**RAILROAD SPUR EASEMENT**  
 DB 192-76 702-714  
 789.56'

**SENOIA ROAD 60R/W**

N 61°18'29" E  
 463.02'

**16**  
 5.945 AC.

**17**  
 2.000 AC.

**2**  
 1.079 AC.

**1**  
 1.103 AC.

**3**  
 1.062 AC.

**4**  
 2.581 AC.

**14**  
 1.465 AC.

**13**  
 1.431 AC.

**TRACT "A"**  
 3.016 AC.

**TRACT "B"**  
 1.209 AC.

GEORGIA, FAYETTE COUNTY  
 FILED & RECORDED THIS 29th DAY  
 OF NOV, 2005.  
 BOOK 42 PAGE 9  
 CLERK Shela Suddard

**MILLBROOK VILLAGE**

**NOTE**  
 ELEVATIONS SHOWN ALONG 100' YEAR  
 FLOOD ZONE A TAKEN FROM A  
 STUDY BY DAVID G. HOVEY,  
 P.E. NO. 16050, DATED 1/18/05  
 LOCATION OF FLOOD ZONE TAKEN  
 FROM A TOPOGRAPHICAL SURVEY,  
 NOT FIELD LOCATED.

FINAL PLAT OF  
**POWERS COURT**  
 CITY OF TYRONE  
 LAND LOT 116 7th DISTRICT  
 FAYETTE COUNTY, GA



GRAPHIC SCALE  
 9/16/04  
 5/20/05  
 11/28/05

R.M. BOYD & ASSOCIATES  
 LAND SURVEYING & ENGINEERING, INC.  
 325 SOUTH LEE STREET  
 FAYETTEVILLE, GA 30214  
 (770) 461-2417

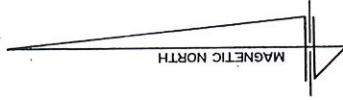


REVISED 5/18/05 TO DIVIDE TRACT "C"  
 INTO LOT 16 & 17 AND REFLECT ZONING  
 CHANGE OF LOT 17 TO O-1.

REVISED 11/28/05 TO COMBINE LOTS 5 & 6.

T.B.M. NO. 1  
 TOP OF CB. AT  
 LOTS 11 & 12  
 ELEV = 957.39

T.B.M. NO. 2  
 TOP OF CB. AT  
 LOTS 8 & 9  
 ELEV = 959.89



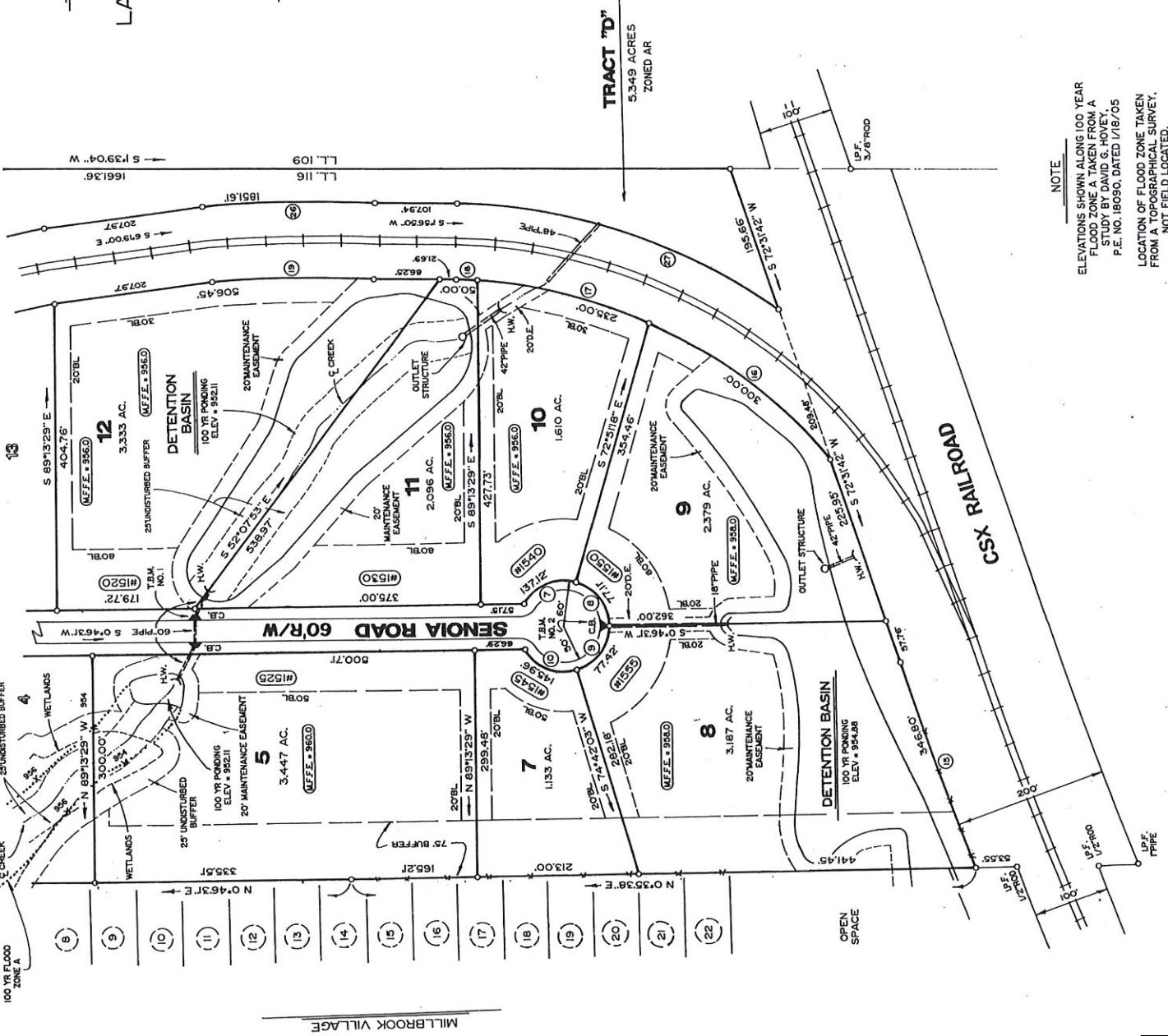
GEORGIA, FAYETTE COUNTY

FILED & RECORDED THIS 29th DAY

OF NOV, 2005.

BOOK 212 PAGE 10

CLERK Sue A. Hubbard



NOTE  
 ELEVATIONS SHOWN ALONG 100 YEAR  
 FLOOD ZONE A TAKEN FROM A  
 STUDY BY DAVID S. HOVEY,  
 P.E. NO. 18090, DATED 1/18/05  
 LOCATION OF FLOOD ZONE TAKEN  
 FROM A TOPOGRAPHICAL SURVEY,  
 NOT FIELD LOCATED.



Doc ID: 010547300002 Type: WD  
Recorded: 12/26/2018 at 09:40:00 AM  
Fee Amt: \$159.50 Page 1 of 2  
Transfer Tax: \$147.50  
Fayette, Ga. Clerk Superior Court  
Shella Studdard Clerk of Court

BK **4824** PG **621-622**

*(Space above is for Recorder's use)*

When Recorded Mail To:

Lawson& Beck, LLC  
1125 Commerce Drive, Ste 300  
Peachtree City, GA 30269  
18-LAW-2412

STATE OF GEORGIA            )  
  )  
COUNTY OF FAYETTE        )

**LIMITED WARRANTY DEED**

THIS INDENTURE is made as of the 17<sup>th</sup> day of December, 2018, between **MCF GEORGIA II, LLC, a Georgia limited liability company** (hereinafter referred to as "Grantor") and **Kenneth R. Spivey, Jr. and Sylvia T. Spivey** (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property:

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 116 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA, BEING LOT 10 OF POWERS COURT, PER PLAT RECORDED IN PLAT BOOK 42, PAGES 8-10, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF FAYETTE COUNTY, GEORGIA, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.**

TO HAVE AND TO HOLD the Land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject to (i) all unpaid taxes and assessments; (ii) all matters that would be disclosed by a current and accurate survey and inspection of the property described herein; and (iii) all easements, limitations, restrictions, reservations, covenants and encumbrances of record.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions, but not otherwise.


IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

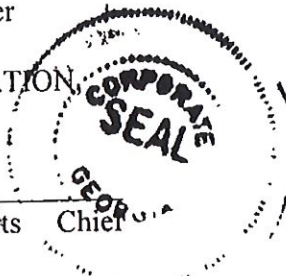
GRANTOR:

MCF GEORGIA II, LLC  
a Georgia limited liability company

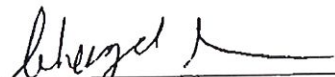
By: MOORING FUND MANAGER, LLC  
a Delaware limited liability company, its Manager

By: MOORING FINANCIAL CORPORATION,  
a Delaware corporation, its Manager

By:   
Dipesh Bhise, its Chief Investment Officer



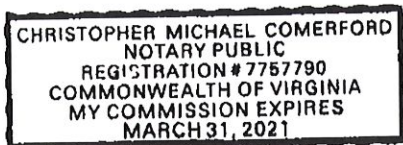
Signed, sealed, and delivered  
in the presence of:

  
WITNESS

  
NOTARY PUBLIC

My Commission Expires: 3/31/2021

[Notary Seal]



**EXHIBIT "B"**

**STORMWATER FACILITY INSPECTION  
AND MAINTENANCE SCHEDULE  
Town of Tyrone, Georgia**

| <b>STORMWATER FACILITY</b>                        | <b>INSPECTION FREQUENCY</b> |
|---|-----------------------------|
| Wet Pond  | Once per Year               |
| Dry Pond  | Once per Year               |
| Constructed Wetlands                              | Once per Year               |
| Filtration Facility                               | Once per Year               |
| Enhanced Swales, Grass Channels and Filter Strips | Once per Year               |

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

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

# EXHIBIT B

## Infiltration Practice

An infiltration practice is a shallow excavation, typically filled with stone or an engineered soil mix, which is designed to temporarily hold stormwater runoff until it infiltrates into the surrounding soils. Infiltration practices are able to reduce stormwater quantity, recharge the groundwater, and reduce pollutant loads.



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

- Sediment build-up
- Clogging in the inlet and outlet structure
- Clogging the underdrain (if applicable)
- Mosquitoes breeding in the practice

Routine maintenance should be performed on infiltration practices to ensure that the practice is functioning properly. Infiltration practices should be inspected after a large rainstorm. Keep drainage paths, both to and from the BMP, clean so that the water can properly infiltrate into the ground. Note that it might take longer for the water to infiltrate into the ground during the winter months and early spring.

In order to limit the sediment that enters the infiltration practice, infiltration practices should always be designed with adequate pretreatment (e.g., vegetated filter strip, sediment forebay). Routine maintenance of the pretreatment device, such as removing accumulated sediment, trash, and debris, decreases the amount of maintenance required on the infiltration practice as well as its likelihood of clogging and failing. Infiltration trenches can have either exposed aggregate at the surface of the practice which provides sediment removal and additional pretreatment upstream of the infiltration trench and can be easily removed and replaced when it becomes clogged.

If the infiltration practice is not draining properly, check for clogging of the inflow structure or underdrain. To help ensure that larger storm events are able to safely bypass the infiltration practice a perforated pipe (e.g., underdrain) is sometimes placed near the top of the stone reservoir or planting bed. This provides additional conveyance of stormwater runoff after the infiltration trench or basin has filled. Another consideration is the infiltration rate of the soil media. If the soil is not draining properly, the filter fabric could be clogged or the soil could be clogged or over-compacted. In an infiltration practice, the filter fabric is likely to be clogged along the top and sides of the infiltration practice. If the filter fabric becomes clogged, the practices will need to be dug up, cleaned, and the fabric replaced. The media is likely to become clogged at the upper layer of the soil first. If the media is clogged or over-compacted, then the media should be replaced. Potential sources of excessive sediment that could clog the media include ant mounds and unstable soil upstream of the practice. Possible sources of

**EXHIBIT B**

**Operations & Maintenance Guidance Document**

compaction are tractors or maintenance vehicles traveling through the practice. If the practice includes an underdrain, a structural repair or cleanout to unclog the underdrain may be necessary.

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

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

**Infiltration Practice Typical Routine Maintenance Activities and Schedule**

| Maintenance Activity  | Schedule   |
|---|--|
| <ul style="list-style-type: none"> <li>• Inspect to ensure that contributing drainage area and infiltration practice are clear of sediment, trash and debris. Remove any accumulated sediment and debris.</li> <li>• Ensure that the contributing drainage area is stabilized. Plant replacement vegetation as needed.</li> <li>• Check observation well to ensure that infiltration practice is properly dewatering after storm events.</li> </ul>   | <p>Monthly</p>   |
| <ul style="list-style-type: none"> <li>• Inspect pretreatment devices for sediment accumulation. Remove accumulated sediment, trash and debris.</li> <li>• Inspect top layer of filter fabric and pea gravel or landscaping for sediment accumulation. Remove and replace if clogged.</li> <li>• Inspect the practice for damage, paying particular attention to inlets, outlets and overflow spillways. Repair or replace any damaged components as needed.</li> <li>• Inspect the practice following rainfall events (specifically large rainfall events). Check observation well to ensure that complete drawdown has occurred within 72 hours after the end of a rainfall event. Failure to drawdown within this timeframe may indicate infiltration practice failure.</li> </ul> | <p>Semi-Annually during first year and Annually thereafter</p> |
| <ul style="list-style-type: none"> <li>• Remove aggregate and install clean, washed trench aggregate</li> <li>• It may be necessary to replace piping, filter fabric, etc.</li> </ul>   | <p>Upon Failure</p>  |

EXHIBIT "C"

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

THIS EASEMENT granted this 5 day of October, 2023,  
between the Property Owner Sylvia Spivey + Kenneth R. Spivey Jr. as party of the  
first part, hereinafter referred to as Grantor, and the TOWN OF TYRONE, a political subdivision  
of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]



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

**PROPERTY OWNER  
INDIVIDUAL OR PROPERTY OWNED JOINTLY  
BY SEVERAL INDIVIDUALS**

By: [Signature]  
Signature  
Kenneth R. Spivey, Jr  
Typed or Printed Name

Attest: [Signature]  
Signature of Witness  
Regina S. Sims  
Typed or Printed Name

By: [Signature]  
Signature  
Sylvia Spivey  
Typed or Printed Name

Attest: [Signature]  
Signature of Witness  
Jennifer Pickle  
Typed or Printed Name

[Attach additional signature pages if necessary]

Notary Public: [Signature]  
My Commission Expires: 11/6/2026

(NOTARIAL SEAL)

**TOWN OF TYRONE, GEORGIA**

By: \_\_\_\_\_  
Town Clerk

Attest: \_\_\_\_\_  
Town Engineer

(TOWN SEAL)

Notary Public: [Signature]  
My Commission Expires: 11/6/2026

(NOTARIAL SEAL)

Attachments:

Exhibit 1. Plat of Easement



**EXHIBIT D**

Operations & Maintenance Guidance Document

| <b>Infiltration Practice</b>   |           |          |      |     |         |
|--|-----------|----------|------|-----|---------|
| Maintenance Item   | Condition |          |      |     | Comment |
|  | Good      | Marginal | Poor | N/A |         |
| <b>General Inspection</b>  |           |          |      |     |         |
| Access to the site is adequately maintained for inspection and maintenance.  |           |          |      |     |         |
| Area is clean (trash, debris, grass clippings, etc. removed).  |           |          |      |     |         |
| <b>Inlet</b>   |           |          |      |     |         |
| Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc. Drainage ways are in good condition.                              |           |          |      |     |         |
| Area around the inlet structure is mowed and grass clippings are removed.  |           |          |      |     |         |
| No evidence of gullies, rills, or excessive erosion around the inlet structure.  |           |          |      |     |         |
| Water is going through structure (i.e. no evidence of water going around the structure).   |           |          |      |     |         |
| Diversion structure (high flow bypass structure or underdrain) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type. |           |          |      |     |         |
| <b>Pretreatment (choose one)</b>   |           |          |      |     |         |
| Forebay – area is free of trash, debris, and sediment.   |           |          |      |     |         |
| Forebay – No undesirable vegetation.   |           |          |      |     |         |
| Forebay – No signs of erosion, rills, or gullies. Erosion protection is present on site.   |           |          |      |     |         |
| Forebay – No signs of standing water.  |           |          |      |     |         |
| Filter Strip– area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion or sediment accumulation.           |           |          |      |     |         |
| Filter Strip – No signs of unhealthy grass, bare or dying grass. Grass height is maintained to a height of 6 – 15 inches.  |           |          |      |     |         |
| Filter Strip– No signs of erosion, rills, or gullies. Erosion protection is present on site.   |           |          |      |     |         |
| Filter Strip – No undesirable vegetation.  |           |          |      |     |         |
| Filter Strip – No signs of standing water (examples include: stains, odors, mosquito larvae, etc).   |           |          |      |     |         |

**EXHIBIT D**

Operations & Maintenance Guidance Document

| Infiltration Practice   |           |          |      |     |         |
|---|-----------|----------|------|-----|---------|
| Maintenance Item  | Condition |          |      |     | Comment |
|   | Good      | Marginal | Poor | N/A |         |
| <b>Main Treatment</b>   |           |          |      |     |         |
| Main treatment area is free of trash, debris, and sediment.   |           |          |      |     |         |
| Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.  |           |          |      |     |         |
| Structure seems to be working properly. No settling around the structure. Comment on overall condition of structure.                  |           |          |      |     |         |
| No signs of ponding water more than 48 hours after a rain storm event (examples include: stains, odors, mosquito larvae, etc).        |           |          |      |     |         |
| No undesirable vegetation growing within the practice.  |           |          |      |     |         |
| Native plants were used in the practice according to the landscaping plan.  |           |          |      |     |         |
| Observation well is capped and locked when not in use   |           |          |      |     |         |
| Flow testing has been performed on infiltration practice to determine if underdrain is clogged.                                       |           |          |      |     |         |
| <b>Emergency Overflow and Outlet Structure</b>  |           |          |      |     |         |
| Area is free of trash, debris, and sediment.  |           |          |      |     |         |
| No evidence of erosion, scour, or flooding around the structure.  |           |          |      |     |         |
| No signs of sediment accumulation.  |           |          |      |     |         |
| Grass height of 6 – 15 inches is maintained.  |           |          |      |     |         |
| <b>Results</b>  |           |          |      |     |         |
| Overall condition of Infiltration Practice:   |           |          |      |     |         |
| <b>Additional Comments</b>  |           |          |      |     |         |
| <p><b>Notes:</b> If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.</p> |           |          |      |     |         |



|                                    |
|------------------------------------|
| <b>PLANNING DATE</b><br>09/14/2023 |
| <b>COUNCIL DATE</b><br>09/28/2023  |

# P&Z STAFF REPORT

**PREPARED BY:**

Phillip Trocquet, Town Planner  
ptrocquet@tyrone.org | (770) 881-8322

|  |                                   |  |
|--|-----------------------------------|--|
| <b>DOCKET/APPLICATION #</b><br>RE-2023-001 | <b>APPLICANT</b><br>Michael Swift | <b>ADDRESS/PARCEL #</b><br>Parcel 0727 001 |
|--|-----------------------------------|--|

**SUMMARY & HISTORY**  
Applicant and Owner Michael Swift has petitioned to rezone 912 Senoia Road from AR (Agricultural Residential) to R-18 (1800 s.f. min. home size). The stated intent is to subdivide the property into further lots which cannot currently be done under AR zoning.

**STAFF DETERMINATION**  
This rezoning matches adjacent R-18 and R-12 properties. The parcel lies within the estate residential character area which allows low density 1-acre lot development. Since the structure on the property is not 1800, s.f., staff recommends that the property be zoned R-12.

**PLANNING COMMISSION DETERMINATION**  
Planning commission recommended that the property be rezoned to R-12 Zoning.



MAP SOURCE: FAYETTE COUNTY TAX ASSESSOR

| EXISTING ZONING                | PROPOSED ZONING     | EXISTING LAND USE | SURROUNDING ZONING   | SITE IMPROVEMENTS | PROPERTY ACREAGE |
|--------------------------------|---------------------|-------------------|--|-------------------|------------------|
| AR<br>Agricultural Residential | R-18<br>Residential | Single-Family     | North: R-18<br>South: R-18<br>East: AR & R-12<br>West: AR & R-12 | Home              | 4.43 Acres       |

## COMPREHENSIVE PLAN & FUTURE DEVELOPMENT MAP COMPATABILITY

If rezoned to R-12, this petition is consistent with the Town's Comprehensive Plan and Future Development Strategy. The property lies within the estate residential character area which encourages lower density 1-acre lot single family development.

## ZONING ORDINANCE COMPATABILITY & IMPACT ASSESSMENT

- Will Zoning permit suitable uses with surrounding properties?** R-18 zoning is suitable adjoining other R-18 properties and does not significantly affect surrounding commercial properties, but with the structure not conforming to R-18 standards, staff recommends R-12 zoning. Staff determines that suitability with surrounding properties would be the same under R-12 zoning.
- Will Zoning adversely affect adjacent properties?** It is staff's determination that R-12 zoning will not adversely affect adjacent properties. Most are residential with similar lot sizes to what R-12 permits.
- Does the property have reasonable economic use as currently zoned?** It is staff's opinion that the current zoning does not provide similar economic use to other surrounding properties which can develop at 1-acre lot density.
- Would the proposed zoning result in a use which will or could be excessively burdensome on existing infrastructure?** It is staff's determination that R-12 zoning would not be excessively burdensome on existing infrastructure. Staff has requested that any future lot divisions include shared driveways where feasible in order to reduce the number of curb cuts on Tyrone Road.



# STAFF REPORT

## Town Council Meeting

10/05/2023 | 7:00 pm | Regularly-Scheduled Meeting

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### Subject: Quality Growth Overlay Alterations

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- 1. Background/History:** One of the major text amendments called for in the Comprehensive Plan was to bolster the SR-74 Quality Growth District Overlay. This overlay calls for higher architectural and landscaping standards but was found to be missing elements called for by citizens and Council.
- 2. Findings/Current Activity:** Although higher architectural and landscaping requirements are part of the current overlay, it has been noted that a revision to material requirement percentages should be considered. The revised material percentages reflect a more practical application for larger buildings while also maintaining high quality standards.
- 3. Actions/Options/Recommendations:** Staff recommends approval of the proposed text amendments.
- 4. Planning Commission Recommendation: Planning Commission Recommended approval of this item.**

**Sec. 113-191. Quality growth development district special requirements.**

The purpose of this section is to maintain a physically and aesthetically pleasing gateway into the Town of Tyrone, while keeping it in line with the surrounding environment to ensure visual continuity. In reviewing any application within this area, the mayor and council shall consider, among other things, the general design, the character and appropriateness of design, scale of buildings, arrangement, texture, materials, and colors of structures in question and the relationship of such elements to similar features of structures in the surrounding area. Any structure or site that is within 800 feet of the State Route 74 right-of-way line or that is part of a common development within 800 feet of the State 74 right-of-way line shall, in addition to the other requirements of this section, comply with the following:

- (1) *Landscaping and screening requirements.*
  - a. *Landscape plan submission.* A landscape plan shall be submitted and approved as part of the predevelopment site plan as required by the provisions of this ordinance with particular attention paid to the following:
    - i. *Preservation.* An effort should be made to preserve as much of existing plant material and land form as possible; clear-cutting and mass grading are not acceptable practices.
    - ii. *Context.* The design shall be planned in such a fashion that it is physically and aesthetically related and coordinated with other elements of the project and surrounding environment to ensure visual continuity and context (color, material, mass, function, topography).
    - iii. *Quality.* Landscape design shall be designed in a sound manner and constructed according to accepted good planting procedures.
  - b. *Planted buffer.* A maintained planted buffer shall be in place for the first 50 feet of the building setback adjacent to State Route 74. The buffer area is defined as the unpaved segment of land located between the property line that abuts a right-of-way and any building or vehicular use area and designed for the preservation and placement of plant materials.
    - i. The landscaping design shall protect scenic views via berms and screening and utilize natural features of the site.
    - ii. Within the required street planting area, measuring the total length of the project street frontage exclusive of drives, trees from the large category shall be planted at intervals of 40 feet with either one medium category or three small category trees in between; however, creativity is encouraged. Trees in the large category shall be three inch caliper and not less than 12 feet in height at planting. Trees in the medium category shall be two and one-half inches caliper and not less than ten feet in height at planting. Trees in the small category shall be two inches caliper and not less than six feet in height at planting. The remaining area shall be landscaped with shrubs and ground cover. The shrubs and ground cover shall be defined in three categories: large shrubs (at a minimum size of seven gallon and three-foot in height at time of planting), medium shrubs (at a minimum size of three gallon and 18 inches in height at time of planting), and ground cover (at a minimum size of four inch pots and four inches in height at time of planting). Each category shall comprise of the following percentages of required shrubbery: a minimum 15 percent large shrubs, a minimum 15 percent medium shrubs, and maximum ten percent ground cover. All plants must meet ASFNS standards.

| Category         | Height Range at Full Growth | Description  |
|------------------|-----------------------------|--|
| Small/understory | 10'—20'                     | This category shall be used primarily where there are overhead obstructions or in a planting area which cannot accommodate an overstory or shade tree. The town's environmental specialist shall have the authority to disallow trees that are not suitable for a specific location due to growth habits of the tree or site conditions. |
| Medium           | 20'—40'                     | These trees shall be used primarily as street and shade trees. The town's environmental specialist shall have the authority to disallow trees that are not suitable for a specific location due to growth habits of the tree or site conditions.   |
| Large/overstory  | 40'+                        | These trees shall be used primarily as street and shade trees. The town's environmental specialist shall have the authority to disallow trees that are not suitable for a specific location due to growth habits of the tree or site conditions.   |

- iii. *Berms.* When required as a condition of site plan or zoning approval, shall be a minimum of five feet in height above grade of the road pavement, and shall be placed to the inside of the applicable buffer along State Route 74.
- iv. *Exemption—Tree coverage.* Landscaping requirements may be adjusted to preserve and utilize existing tree coverage for screening where preexisting dense forestry provides continuous visual screening that satisfies the purpose and intent of this section.

(2) *Architectural and dimensional requirements.*

- a. Every application for the construction of a new building or structure and alterations and/or additions to existing structures shall be accompanied by drawings signed by the architect, engineer, or other appropriate professional which clearly show the following:
  - i. Exterior elevations drawn to scale with color rendering;
  - ii. Proposed colors, materials and textures for structures;
  - iii. Location of all exterior utility facilities including any roof top units;
  - iv. Proposed signs and location including size, color and material;
  - v. Line of sight study from State Route 74.
- b. The design shall protect adjacent properties from negative visual and functional impacts.
- c. All loading docks, trash receptacles and equipment areas shall be screened from all streets via the use of plantings, fences, walls, and berms.
- d. Loading and unloading shall be done only into or from the rear or side of buildings.
- e. All roof-top HVAC equipment shall be visually screened from adjacent roads and residential areas. The screen shall extend to the full height of the objects being screened.
- f. **Outside finish construction (Structures under 100,000 s.f. footprint):**
  - i. **No less than seventy percent (70%) category "A" materials—Brick (hard burned clay), brick veneer, stone (with weathered or polished fluted broken face), or glass.**



- ii. No more than thirty percent (30%) category "B" materials—Masonry backed stucco, E.I.F.S., metal or fiber cement boards.
  - g. Outside finish construction (Structures over 100,000 s.f. footprint):
    - i. No less than thirty percent (30%) category "A" materials— Brick (hard burned clay), brick veneer, stone (with weathered or polished fluted broken face), or glass
    - ii. No more than seventy percent (70%) category "B" materials— Masonry backed stucco, E.I.F.S., metal or fiber cement boards.
  - h. Exterior walls must be designed to provide visual relief at a minimum of every 20 feet (no long flat walls).
  - i. Exemptions.
    - i. When an existing nonconforming structure is enlarged by 50 percent or less, the enlargement does not have to meet the aforementioned architectural standards, but does have to match the architectural design of the existing nonconforming structure. This exemption shall only apply to the first occurrence of any enlargement. Only one structure per lot shall be entitled to the exemption. When an existing nonconforming structure is enlarged by more than 50 percent, the entire nonconforming structure shall be brought into compliance with the aforementioned architectural standards.
    - ii. Development approved prior to the adoption of this ordinance, provided the property is not rezoned from one category to another. If rezoning occurs, the requirements of this ordinance shall take full effect on the parcel or lot to the extent parcel dimensions will allow.
- (3) *Traffic management.*
- a. A traffic management plan, prepared by a qualified professional engineer or transportation planner, shall be submitted at the discretion of the town engineer, based on the size and intensity of the development and traffic conditions. The traffic management plan must identify any traffic impacts that will be created by the development as well as present any reasonable solutions to those impacts.
  - b. *Multi-use path connectivity.* In order to provide for alternative modes of transportation (including the accommodation of golf carts, bicyclists, and pedestrians), the integration of multi-use paths is required consistent with the town's multi-use path plan. Path construction standards will be held to the standards set forth in the Fayette County Master Transportation Plan.
  - c. *Northwest corridor special traffic management area.* For any properties within the town's municipal boundary north of Kirkley Road and West of SR-74, an internal collector road will be required from the existing median break at Thompson Road south to Kirkley Road. The design of the collector road will require left turn lanes at the intersections of SR 74 North and Kirkley Road as well as at all intersections internal to the developments. Final design approval of these intersections will be made by the town's engineer and the Georgia Department of Transportation.
- (4) *Fences and walls.*
- a. All required opaque fences or walls shall be constructed of one or a combination of the following: decorative wood, stone, stucco on block, decorative block, or brick. These fences or walls shall not exceed eight feet in height.
  - b. Decorative wrought iron fencing may be used for architectural and security purposes only.

- c. Chain link, unfinished concrete or cinder block, plastic or fiberglass, barbed or razor wire, and plywood fences, or like materials, are prohibited in the front yard of any property and shall be screened from view if visible from SR-74. Paint shall not be considered a finish material.
- (5) *Lighting and shielding.* Lighting shall be placed in a manner to direct light away from any adjacent roadways or residential areas. Fixtures shall be a maximum of 35 feet in height within parking lots.
- (6) *Utilities and service equipment.* All utilities shall be located underground.
- (7) *Outdoor storage.* Outside storage of merchandise, commercial vehicles, equipment and parts shall not be visible from the right-of-way or adjoining properties. This shall not apply to overnight parking of regular business vehicles under GVWR of 26,000 ancillary to business activities.
- (8) *Location.* The location of the SR-74 Quality Growth overlay shall apply to buildings and sites within 800 linear feet of SR-74 right-of-way and to buildings and sites that are part of a common development where any part of said common development is within 800 linear feet of SR-74 right-of-way. This area extends from the northern limits of the town to the southern limits.

(Revised March 6, 2014; Ord. No. 2023-02 , § 1, 2-16-2023)



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Public Works

**Meeting Date:** 9/27/2023

**Staff Contact:** Scott Langford

**Agenda Section:** New Business

## Staff Report:

### Item Description:

Consideration to Award professional engineering services for the 2022 Public Works Storage Building, Project Number PW-2022-14, to Keck and Wood, Inc.

### Background/History:

This project is to replace the pole barn at 945 Senoia Road. The new Public Works maintenance-storage building will be located next to the existing public works building at Handley Park. Keck and Wood will design the sitework to include stormwater and utilities. Keck and Wood will also work with the Town and a metal building contractor who will be procured under a separate contract. The fee for this scope of work is not to exceed \$59,400.

### Findings/Current Activity:

Keck and Wood will design the sitework to include stormwater and utilities. Keck and Wood will also work with the Town and a metal building contractor who will be procured under a separate contract. Attached is the Keck and Wood proposal. The fee for this scope of work is not to exceed \$59,400.

**Is this a budgeted item?** Yes **If so, include budget line number:** 100-40-54.1300

### Actions/Options/Recommendations:

Staff is requesting Council to Authorize the Mayor to execute the professional service contract with Keck and Wood for a fee not exceed \$59,400 for the 2022 Public Works Storage Building, project number PW-2022-14.



September 25, 2023

Mr. Scott Langford, PE  
Public Works Director / Town Engineer  
Town of Tyrone  
950 Senoia Road  
Tyrone, GA 302900  
**Sent Via Email: [slangford@tyrone.org](mailto:slangford@tyrone.org)**

Re: Proposal for Professional Services (Surveying, Geotechnical Testing, Civil/Site Design, Bidding & Construction Administration)  
Handley Park Public Works Storage Building

Dear Mr. Langford:

Keck & Wood ("KW") is pleased to submit this proposal for the Professional Services (Surveying, Geotechnical Testing, Civil/Site Design, Bidding & Construction Administration) of the Public Works Storage Building at Handley Park in the Town of Tyrone, Georgia ("Town").

Keck and Wood will act as the lead on the project in Site design and communication with the Owner (Town of Tyrone) and the contractor (to be selected by Owner). Site design scope will include survey, geotechnical testing for the site only, and design work related to the site only. The builder will handle the geotechnical engineering for the building and slab.

The sitework will include utilities to the building location based on the building design. Utilities include electrical power, water for exterior yard hydrants, and communication for security/wifi system. Sewer is not anticipated as there is a restroom within 350 feet of the building. Stormwater will be conveyed to an existing retention pond that is currently used for irrigation water storage for the fields. The pond is fed by wells during drought periods. The pond will be converted into a detention pond for this facility that can also be used during drought periods by the existing well system. Sitework will include all grading, landscaping, erosion and sediment control, unpaved driveways and parking, security fencing with gates, and drainage systems. All site-related permits will be submitted by KW to the Town. During site construction, KW will work with the contractor and inspect the sitework as part of the construction administration services. Note: The contractor will be responsible for obtaining all building permits and coordinating building inspections through the Town's permit system with Safe Built.

The proposed building improvements will include a new 40'x66' storage building possibly with lean-to roofs for exterior covered storage and site improvements. The building is not heated or air conditioned but may be ventilated with fans. Building use is primarily for non-hazardous storage and contains no special equipment requiring special electrical connections. No toilet, rooms, or offices are included. The contractor shall install electrical service from the meter into the facility. Doors include man and manual roll up doors. There will be 2 large roll-up doors at each end of the building (on the 40' walls). Building will have a custom designed concrete footing by contractor. Building lean-to roofs will run along the long side of the building if funding is available.

KW intends to provide the Town with professional engineering design services for the implementation of this project. Our scope of services will include survey, civil/site 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 2 +/- acres in total). This survey will include all planimetric features as well as all trees inside the survey area 10" and larger. This scope of work does not include underground utilities. Utilities will be shown based on above ground evidence. No boundary work is included in this proposal. We anticipate completing this survey within 4 weeks from notice to proceed.

## B. GEOTECHNICAL TESTING

The Engineer will utilize Geohydro Engineers to perform the geotechnical phase scope of services. The scope includes obtaining soil test borings to determine groundwater readings and obtain soil samples. The samples will be physically examined and given a classification and properties. A geotechnical engineering report detailing the results will be provided including recommendations for parking and drive.

## C. CIVIL SITE DEVELOPMENT & LANDSCAPE PLANS

Based on our 9/7/23 meeting with the Town, KW will prepare Civil Development Plans per Town standard development regulations. Following are tasks associated with this phase of project development:

### ❖ Preliminary 60% Civil Site Development Plans

1. The design team will prepare Preliminary 60% Civil Development Plans to include the following:
  - Survey and Existing Conditions
  - Demolition Plan, if applicable
  - Preliminary Site Plan
  - Preliminary Grading Plan
  - Preliminary Utility Plan (connecting 2.5" water line from the concessions area)
  - Preliminary Erosion, Sedimentation and Pollution Control Plan
  - Preliminary Landscape Plan
2. KW will prepare a cost estimate for the project.
3. KW will provide the Town with the 60% Preliminary Civil Development Plans for review and comment. KW will make corrections, if required, to the Preliminary Civil Development Plans per Town review comments.

### ❖ 95% Civil Site Development Plans

1. KW will prepare the 95% Civil Development Plans to include the following:
  - Survey and Existing Conditions
  - Demolition Plan, if applicable
  - Site Plan
  - Grading Plan
  - Utility Plan (connecting 2.5" water line from the concessions area)
  - Erosion, Sedimentation and Pollution Control Plan (3-phased)
  - Landscape Plan
  - Construction Details
2. KW will provide the Town with the 95% Civil Development Plans for review and comment. KW will make corrections, if required, to the 95% Civil Development Plans per Town review comments.

❖ *Final (100%) Civil Site Development Plans*

1. Based on the Town approved 95% Civil Development Plans, the design team will prepare the Final 100% Civil Development Plans.

Scope of Services does NOT include the following:

- Photometric/Lighting Plan
- Irrigation Plan
- Major changes by client to the site or grading layout after the preliminary 60% civil development plans.

**D. PERMITTING**

1. KW will submit Final (100%) Civil Development Plans to EPD or the Local Issuing Authority for a land disturbance and/or erosion control permits.

**E. HYDROLOGY ANALYSIS**

1. KW will analyze the existing detention pond on site and make recommendations for modifications to provide stormwater management for proposed improvements to comply with Town of Tyrone requirements.
2. KW will prepare a hydrologic study meeting the applicable local governing authority and state stormwater requirements.

**F. ARCHITECTURAL COORDINATION (hourly not to exceed)** - KW will work with Brown & Root during the architectural design phase to coordinate the civil/site design improvements.

**G. BIDDING & CONSTRUCTION ADMINISTRATION PHASE (hourly not to exceed)** – Keck & Wood will perform the following requested bidding & construction administration services on an hourly not to exceed basis:

1. Respond to questions from bidders
2. Prepare addenda as needed
3. Coordination of the pre-construction meeting
4. Review and approve contractor's pay applications
5. Respond to construction RFIs
6. Review metal building and other required shop drawings
7. Site visits
8. Periodically review contractor's operations and prepare any change orders as needed
9. Coordinate and conduct final inspection and prepare final punch item list
10. 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.

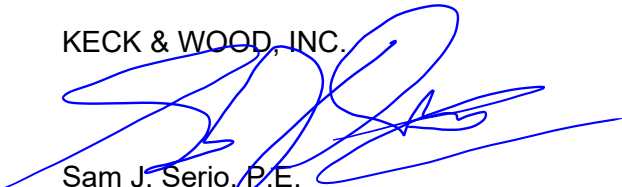
|   |                  |
|---|------------------|
| A. Surveying                                | \$ 4,000         |
| B. Geotechnical Testing                     | \$ 5,400         |
| C. Civil Site Development & Landscape Plans | \$ 25,300        |
| D. Permitting                               | \$ 3,800         |
| E. <u>Hydrologic Analysis</u>               | <u>\$ 4,400</u>  |
| <b>Total Lump Sum Fees</b>                  | <b>\$ 42,900</b> |

|   |                  |
|---|------------------|
| F. Architectural Coordination                       | \$ 3,000         |
| G. <u>Bidding &amp; Construction Administration</u> | <u>\$ 13,500</u> |
| <b>Total Hourly Not to Exceed Fees</b>              | <b>\$ 16,500</b> |

If you have any questions or would like additional information, don't hesitate to contact me at 678-417-4023. We appreciate the opportunity to work with the Town of Tyrone on this project.

Sincerely,

KECK & WOOD, INC.



Sam J. Serio, P.E.  
Vice President

ACCEPTED by the TOWN OF TYRONE

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

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

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

Attachments: Terms and Conditions

## TERMS AND CONDITIONS OF SERVICE

**EFFECTIVE DATE:** 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

**AGREEMENT:** 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:

1. **PERFORMANCE:** 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. **OWNERSHIP OF DOCUMENTS:** 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 harmless 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.

3. **ESTIMATES OF CONSTRUCTION COST:** 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. **FORCE MAJEURE:** 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. **CONSTRUCTION RELATED SERVICES:** 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.

6. **CONSULTANT'S INSURANCE:** 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. **CONTRACTOR'S INDEMNITY:** 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, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed 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. **ACCESS:** The Client shall be responsible for providing all private property as required by the Consultant to perform authorized services. Section X, Item 6.

10. **BASIS OF PAYMENT:** 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. **PAYMENT AND CREDIT:** 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 month, which amounts to 18 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 in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT: ACCESS TO RECORDS:** 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. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** 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. **WARRANTY: 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 REPRESENTATIONS OF FACT.**

16. **HAZARDOUS MATERIALS:** 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. **RECORDS RETENTION:** 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. **MISCELLANEOUS:** 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.





# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Public Works

**Meeting Date:** 10/5/2023

**Staff Contact:** Scott Langford

**Agenda Section:** New Business

## Staff Report:

### Item Description:

Consideration to Award the 2024 Sidewalk Repair project PW-2024-03 to Aabby Group Incorporated.

### Background/History:

The Town maintains sidewalks within the Town’s rights-of-way. This year’s project includes sidewalk sections in Maple Shade, Tullamore, Ashpark, Laurel Forest, Farr Road and 2 sections on Stonewyck Drive.

### Findings/Current Activity:

The Town designed, advertised, and bid the 2024 Sidewalk Repair Project PW2024-03. On September 20, 2023, the low bid was from Aabby Group, Inc. at \$58,562.60.

**Is this a budgeted item?** Yes **If so, include budget line number:** 100-40-52.2208

### Actions/Options/Recommendations:

Staff is asking Council to Authorize the Mayor to execute the Agreement for 2024 Sidewalk Repair Project PW-2024-03 to Aabby Group Incorporated for \$58,562.60.

**2024 SIDEWALK REPAIRS MAPLE SHADE, TULLAMORE, ASHPARK, FARR ROAD, & LAUREL FOREST FOR THE TOWN OF TYRONE, GA**

Bid tabulation for: PIW-2024-03

| ITEM #                                    | ITEM DESCRIPTION   | EST. QUANTITY | UNIT | Aabby Group Inc<br>Tyronne, GA |                        |            | A&A Concrete LLC<br>Morrow, GA |            |                        | Blount Construction |                        |            | Piedmont Paving, Inc<br>Newman, GA |      |           |              |           |
|---|--|---------------|------|--------------------------------|------------------------|------------|--------------------------------|------------|------------------------|---------------------|------------------------|------------|------------------------------------|------|-----------|--------------|-----------|
|   |  |               |      | UNIT PRICE                     | CALCULATED TOTAL PRICE | UNIT PRICE | CALCULATED TOTAL PRICE         | UNIT PRICE | CALCULATED TOTAL PRICE | UNIT PRICE          | CALCULATED TOTAL PRICE | UNIT PRICE | CALCULATED TOTAL PRICE             |      |           |              |           |
|   | <b>BASE BID</b>  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
|   | Acknowledged Addenda   | N/A           |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
|   | Bid Bond (5%)  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 1   | Sidewalk Repairs Maple Shade DWG C101  | 1             | LS   | \$ 10,044.30                   | \$ 10,044.30           | \$ -       | \$ -                           | \$ -       | \$ -                   | \$ -                | \$ -                   | \$ -       | \$ -                               | \$ - | \$ -      | \$ 19,860.00 |           |
| 2   | Sidewalk Repairs Tullamore DWG C102  | 1             | LS   | \$ 9,309.30                    | \$ 9,309.30            | \$ -       | \$ -                           | \$ -       | \$ -                   | \$ -                | \$ -                   | \$ -       | \$ -                               | \$ - | \$ -      | \$ 14,500.00 |           |
| 3   | Sidewalk Repairs Ashpark DWG C103  | 1             | LS   | \$ 12,688.80                   | \$ 12,688.80           | \$ -       | \$ -                           | \$ -       | \$ -                   | \$ -                | \$ -                   | \$ -       | \$ -                               | \$ - | \$ -      | \$ 21,400.00 |           |
| 4   | Sidewalk Repairs Farr Road Sections F1 to F11 Dwg C104                                 | 1             | LS   | \$ 11,575.20                   | \$ 11,575.20           | \$ -       | \$ -                           | \$ -       | \$ -                   | \$ -                | \$ -                   | \$ -       | \$ -                               | \$ - | \$ -      | \$ 17,150.00 |           |
| 5   | Sidewalk Repairs at Catch Basins for Laurel Forest and Sections L1 plus L2 on DWG C104 | 1             | LS   | \$ 5,250.00                    | \$ 5,250.00            | \$ -       | \$ -                           | \$ -       | \$ -                   | \$ -                | \$ -                   | \$ -       | \$ -                               | \$ - | \$ -      | \$ 7,110.00  |           |
| 6   | Sidewalk Repairs at Catch Basins on Stonewyck Drive plus Section S1 on Dwg C104        | 1             | LS   | \$ 4,725.00                    | \$ 4,725.00            | \$ -       | \$ -                           | \$ -       | \$ -                   | \$ -                | \$ -                   | \$ -       | \$ -                               | \$ - | \$ -      | \$ 6,780.00  |           |
| 7   | Allowance per Special Contingency, Complete  | 1             | LS   | \$ 5,000.00                    | \$ 5,000.00            | \$ -       | \$ -                           | \$ -       | \$ -                   | \$ -                | \$ -                   | \$ -       | \$ -                               | \$ - | \$ -      | \$ 5,000.00  |           |
| 8   |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 9   |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 10  |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 11  |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 12  |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 13  |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 14  |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 15  |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 16  |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 17  |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 18  |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| 19  |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| <b>TOTAL BASE BID</b>                     |  |               |      | \$                             | 58,562.60              | \$         | -                              | \$         | -                      | \$                  | 132,187.11             | \$         | 91,900.00                          | \$   | 91,900.00 | \$           |           |
| <b>BID Alternate 1</b>                    |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| N/A                                       |  |               |      |                                |                        |            |                                |            |                        |                     |                        |            |                                    |      |           |              |           |
| <b>TOTAL BID ALTERNATE 1</b>              |  |               |      | \$                             | -                      | \$         | -                              | \$         | -                      | \$                  | -                      | \$         | -                                  | \$   | -         | \$           | -         |
| <b>TOTAL BASE BID AND BID ALTERNATE 1</b> |  |               |      | \$                             | 58,562.60              | \$         | 58,562.60                      | \$         | * Non Responsive       | \$                  | 132,187.11             | \$         | 91,900.00                          | \$   | 91,900.00 | \$           | 91,900.00 |

Bids Received by: Scott Langford  
 Witnessed by: Sandy Beach



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** October 5, 2023

**Agenda Item Type:** New Business

**Staff Contact:** Devon Boullion

### STAFF REPORT

**AGENDA ITEM:**

Consideration to adopt the Resolution to revise the local plumbing code, as shown in “Attachment A – Local Amendments to Plumbing Code”, in accordance with the Metropolitan North Georgia Water Planning District’s guidelines.

**BACKGROUND:**

This Resolution sets out a series of findings to support some revisions to the plumbing code as adopted by the Town. The purpose of these revisions is to enact stricter standards pertaining to water efficiency as recommended by the Metropolitan North Georgia Water Planning District. These revisions were proposed in an effort to ensure the long-term availability, reliability, and resiliency of water supplies, which is a critical need of the Town and District; water efficiency is essential to meeting this need. Once adopted by the Mayor and Council, staff will forward this Resolution to the Department of Community Affairs (DCA) for approval of the proposed changes. After receiving approval from DCA, staff will present the revisions to the Mayor and Council to formally adopt these amendments.

**FUNDING:**

N/A

**STAFF RECOMMENDATION:**

Staff recommends authorizing Mayor Dial to approve the Resolution.

**ATTACHMENTS:**

“Findings for Plumbing Code Revisions – Resolution”

“Attachment A – Local Amendments to Plumbing Code”

**PREVIOUS DISCUSSIONS:**

N/A

**STATE OF GEORGIA**

**TOWN OF TYRONE**

**RESOLUTION**

**NO. 2023-\_\_**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF TYRONE, GEORGIA; TO PROVIDE FINDINGS ON A PROPOSED LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY; TO PROVIDE FOR SUBMISSION OF THE PROPOSED AMENDMENT TO THE DEPARTMENT OF COMMUNITY AFFAIRS; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the current minimum water efficiency requirements for buildings in the jurisdiction of the Town of Tyrone (the “Town”) is the Georgia State Minimum Standard Plumbing Code (“Georgia Plumbing Code”) as approved and adopted by the Georgia Department of Community Affairs (“DCA”) from time to time; and

**WHEREAS**, the Town, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements when needed that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors; and

**WHEREAS**, the long-term availability, reliability, and resiliency of water supplies is a critical need of the Town and water efficiency is essential to meeting this need; and

**WHEREAS**, the “Local Amendments to Plumbing Code” shown in the redline in Attachment A are more stringent than the Georgia Plumbing Code on water efficacy because the

amendments require even more efficient uses of water and provide clarifications on existing allowable practices; and

**WHEREAS**, based on its local climatic, geologic, topographic factors included in the regional water resources plan prepared by the Metropolitan North Georgia Water Planning District (“Metro Water District”), of which the Town is a part, water conservation is especially important to the Town and the Metro Water District; and

**WHEREAS**, the Town has become aware that more water efficient technologies have become widely available at comparable prices and performance to the water efficient technologies currently required as the minimum in the Georgia Plumbing Code;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The governing body of the Town of Tyrone, Georgia, finds that, based on local climatic, geographic, topographic, and public safety factors included in the Metro Water District’s plans, it is justified in adopting local water efficiency requirements more stringent than the Georgia Plumbing Code;
2. The Town of Tyrone, Georgia, is considering codifying these water efficiency requirements in local code as an amendment to Georgia Plumbing Code in the form of the Local Amendments to Plumbing Code shown in the redline in Attachment A; and
3. The Town of Tyrone, Georgia, is directing its staff to submit this resolution and the Local Amendments to Plumbing Code to DCA for review and comment within 60 days as required by O.C.G.A. § 8-2-25(c)(1).

THIS \_\_\_ DAY OF OCTOBER, 2023.

MAYOR AND COUNCIL OF THE  
TOWN OF TYRONE, GEORGIA

(SEAL)

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

ATTEST:

\_\_\_\_\_  
Dee Baker, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney

**Attachment A**

**LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY**

**Metro Water District – Water Efficiency Code Requirements**  
**Local Amendment to Plumbing Code**

**Amendment to local code of ordinances.** Effective January 1, 2024, the Georgia State Minimum Standard Plumbing Code has been amended by the Town of Tyrone, Georgia as follows:

**Chapter 2, Section 202 General Definitions.** Add in alphabetical order and revise, as applicable, the following definitions:

**KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR.** A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.82.0 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

**LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR.** A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.25 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

**LANDSCAPE IRRIGATION.**

**Flow sensor.** An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

**Lawn or Landscape Irrigation system.** An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

**Master shut-off valve.** An automatic valve such as a gate valve, ball valve, or butterfly valve) installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

**Pressure regulating device.** A device designed to maintain pressure within the landscape irrigation system at the manufacturer’s recommended operating pressure and that protects against sudden spikes or drops from the water source.

**Rain sensor shut-off.** An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

WaterSense irrigation controller. Is a weather-based or soil moisture-based irrigation controller labeled under the U.S. Environmental Protection Agency’s WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency’s WaterSense program.

**SHOWER HEAD.** A shower head that allows a flow of no more than the average of 2.05 gallons of water per minute at 860 pounds per square inch of pressure, and is listed in the WaterSense Specification for Showerheads, and meets the U.S. Department Definition of Energy definition of showerhead.

**Chapter 6, Section 604.4 Maximum Flow and Water Consumption.** Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

**Exceptions:**

1. Blowout design water closets having a water consumption not greater than 3<sup>1</sup>/<sub>2</sub> gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than 4<sup>1</sup>/<sub>2</sub> gallons (17 L) per flushing cycle.
4. Laundry tray sinks and, Sservice sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4  
MAXIMUM FLOW RATES AND CONSUMPTION FOR  
PLUMBING FIXTURES AND FIXTURE FITTINGS

| PLUMBING FIXTURE OR FIXTURE FITTING                       | MAXIMUM FLOW RATE OR QUANTITY <sup>b</sup>                         |
|---|--|
| Lavatory <u>faucet and replacement aerators</u> , private | <u>WaterSense Labeled &amp;</u><br>1.25 gpm at 60 psi <sup>f</sup> |
| Lavatory faucet, public (metering)                        | 0.25 gallon per metering cycle                                     |



|   |  |
|---|--|
| Lavatory, public<br>(other than metering)           | 0.5 gpm at 60 psi  |
| Showerhead <sup>a</sup>                             | <u>WaterSense Labeled &amp; 2.5</u> 2.0 gpm at <u>80</u> 60 psi <sup>f</sup> |
| <u>Kitchen Sink faucet and replacement aerators</u> | <u>2.0</u> 1.8 gpm at 60 psi <sup>f,g</sup>                                  |
| Urinal  | 0.5 gallon per flushing cycle <sup>f</sup>                                   |
| Water closet  | 1.28 gallons per flushing cycle <sup>c, d, e, f</sup>                        |

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,  
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the U.S. Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

604.4.1 Clothes Washers. Residential clothes washers shall be in accordance with the Energy Star program requirements.

604.4.2 Cooling Tower Water Efficiency.

**604.4.2.1 Once-Through Cooling.** Once-through cooling using potable water is prohibited.

**604.4.2.2 Cooling Towers and Evaporative Coolers.** Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

**604.4.2.3 Cooling Tower Makeup Water.** Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO<sub>3</sub> exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

**604.4.3 Landscape Irrigation System Efficiency Requirements.** The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

**604.4.3.1 Avoiding Water Waste Through Design.** All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.
3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

**604.4.3.2 Landscape Irrigation System Required Components.** All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof over hangs, or anything else that might block rain from triggering the rain sensor shut-off.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
  - (a) a WaterSense irrigation controller; and
  - (b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturer's recommendations and specifications.

**Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems.**  
Revise Section 1304.3.2 to read as follows:

**1304.3.2 Connections to water supply.** Reclaimed water provided from a reclaimed wastewater treatment ~~system~~facility permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

**Appendix E, Section E101.1.2.** Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** October 5, 2023

**Agenda Item Type:** Old Business

**Staff Contact:** Brandon Perkins, Town Manager

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### STAFF REPORT

**AGENDA ITEM:**

Consideration to approve a resolution to authorize the Town Manager to apply for a Roadside Enhancement and Beautification Council (REBC) grant through the Georgia Department of Transportation.

**BACKGROUND:**

The **Roadside Enhancement and Beautification Council** (REBC) Grant Program provides funding for roadside enhancement and beautification projects along Georgia's roadsides. The funding for grants comes from contributory value fees paid by outdoor advertising companies to Georgia DOT for vegetation removal at outdoor advertising signs. The funds may be used only for landscape plant material and its installation for the furtherance of roadside enhancement and beautification projects along state routes in Georgia.

Staff brought this option up during Staff Comments during the September 21, 2023 meeting and was directed by Council to move forward with the foundational work to begin the application process. Approval of this resolution, which is a template provided by the REBC program, is a required part of the process.

**FUNDING:**

None.

**STAFF RECOMMENDATION:**

Staff recommends approval of the resolution.

**ATTACHMENTS:**

REBC application resolution.

**PREVIOUS DISCUSSIONS:**

Staff comments during the September 21, 2023 Council Meeting.



**A RESOLUTION\* OF THE Town Council OF THE Town of Tyrone**

WHEREAS, many roadside areas within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, the Town Council of the Town of Tyrone desire(s) to beautify and improve various rights of way by landscaping within the Town of Tyrone; and

WHEREAS, the Town Council of the Town of Tyrone desire(s) to authorize the Town Manager to apply for an REBC Grant from the Georgia Department of Transportation, and if awarded, to enter into a Mowing and Maintenance Agreement between Town of Tyrone and the Georgia Department of Transportation.

NOW THEREFORE,  
BE IT RESOLVED by the Town Council of the Town of Tyrone

Section 1. The Town Council of the Town of Tyrone hereby authorize(s) the Town Manager to apply for an REBC Grant. Upon award of the grant, the Town of Tyrone shall enter into a Mowing and Maintenance Agreement between the Town of Tyrone and the Georgia Department of Transportation.

Section 2. The City/County Clerk of Town of Tyrone is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the Town Council.

APPROVED AND ADOPTED by the Town Council of the Town of Tyrone at the regular meeting assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
~~CITY/COUNTY~~ CLERK  
TOWN  
(City Seal)  
TOWN

\_\_\_\_\_  
EXECUTIVE OFFICER

APPROVED AS TO FORM:

\_\_\_\_\_  
~~CITY/COUNTY~~ ATTORNEY  
TOWN

SPONSORED BY: Town Council of the Town of Tyrone

\* This Resolution is an anticipatory document to allow the local government entity to be aware they will eventually be required to sign a Mowing and Maintenance Agreement for the roadside enhancement site.



**COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Type:** Council - Regular

**Meeting Date:** October 5, 2023

**Agenda Item Type:** Old Business

**Staff Contact:** Brandon Perkins, Town Manager

**STAFF REPORT**

**AGENDA ITEM:**

Consideration to approve Keck and Wood to complete a Roadside Enhancement and Beautification Council (REBC) grant application through the Georgia Department of Transportation, to include conceptual drawings and cost estimates, on the Town's behalf.

**BACKGROUND:**

The Town has worked with Keck and Wood on several recent projects to include the pickleball courts and the upcoming Senoia to Spencer MUP path expansion and staff has found them to be a valuable partner. One of the requirements to apply for a Roadside Enhancement and Beautification Project Grant through GDOT is to provide preliminary landscape drawings and cost estimates for the project(s). Keck and Wood has successfully prepared the documents and REBC grant application on behalf of other Georgia municipalities and staff would like to have them do the same for Tyrone in order to increase its chances of a successful application.

**FUNDING:**

\$8,000 from Assigned Funds.

**STAFF RECOMMENDATION:**

Staff recommends approval of this proposal to have Keck and Wood prepare and submit a Roadside Enhancement and Beautification Council grant application on the Town's behalf.

**ATTACHMENTS:**

Keck and Wood Proposal.

**PREVIOUS DISCUSSIONS:**

Under Staff Comments at the September 21, 2023 Council Meeting.



September 28, 2023

Mr. Brandon Perkins  
Town Manager  
Town of Tyrone  
950 Senoia Road  
Tyrone, GA 302900  
**Sent Via Email: [bperkins@tyrone.org](mailto:bperkins@tyrone.org)**

Re: Proposal for Professional Services  
2023 Tyrone REBC Grant Application

Dear Mr. Perkins:

Keck & Wood ("KW") is pleased to submit this proposal for the Professional Services of the 2023 Tyrone REBC Grant Application for the Town of Tyrone, Georgia ("Town"). KW will provide the Professional Services required to submittal of the REBC Grant as described in the attached "2023 REBC Grants Application Packet Submittal Checklist" document from GDOT's website.

**Fee Schedule**

Compensation for work performed shall be billed on a **lump sum** basis, assuming a project construction value of \$50,000. Should the town wish to take on a larger project, the landscape design fees may increase. We will alert the Town in advance if the project construction value increases to a point where the design fees need to increase. 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.

|                                       |                 |
|---------------------------------------|-----------------|
| A. <u>2023 REBC Grant Application</u> | <u>\$ 8,000</u> |
| <b>Total Lump Sum Fees</b>            | <b>\$ 8,000</b> |

If you have any questions or would like additional information, don't hesitate to contact me at 678-417-4023. We appreciate the opportunity to work with the Town of Tyrone on this project.

Sincerely,

ACCEPTED by the TOWN OF TYRONE

KECK & WOOD, INC.

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

Sam J. Serio, P.E.  
Vice President

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

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

Attachments:

- 1) 2023 REBC Grants Application Packet Submittal Checklist
- 2) Terms and Conditions



## 2023 REBC Grants Application Packet Submittal

Your submittal for an REBC Grant must include:

**1. One original signed Resolution, scanned to pdf.**

- a. Have the local governing authority complete and sign the resolution. [REBC Grant Resolution](#)
- b. Scan the signed resolution to upload into the online grant application.
- a. Document file names must include "REBC Phs 7" and the submitting city/county/CID's name. For Example: 'REBC Phs 7 Test County Grant Resolution.pdf'

**2. One completed online Application [REBC Grant Application](#)**

- a. Complete all information in the required fields on all pages of the application.
- b. Pdf files are preferred for uploaded documents.
- c. Document file names must include "REBC Phs 7" and the submitting city/county/CID's name. For Example: 'REBC Phs 7 Test County Project Description.pdf'

**d. Documents to be attached to online application, PDF format preferred [Download Adobe Acrobat](#)**

Refer to the Project Rating Criteria for relevant information needed in your project description. Points will be deducted for items that are not addressed in the application package. Application package documents will include the following, in this order:

- i. [Project Description: Example](#): Provide a written narrative of proposed plans for the site. (one page maximum)
- ii. [Location Map: Example](#)  
Provide a simple street map plan and/or aerial photos to identify the location of the project.
- iii. [Site Analysis: Example](#)  
Provide a detailed plan and/or aerial photos to identify and describe all of the existing conditions in the project area.
  - Include at least 6 clear color photographs of existing conditions with text labels explaining where each photo was taken in relation to the project, and any relevant information such as [nearby outdoor advertising signs](#) and overhead power lines.
  - Clearly indicate existing site features that are to remain and that are to be removed using the text labels. Projects requiring the removal of healthy, native trees will not be considered.
  - Mention any known future plans for the space unrelated to the landscape proposal.
- iv. [Conceptual Landscape Drawing: Example](#)  
Provide a simple graphic drawing of the proposed plan for the site.
  - Median landscaping is discouraged and will not be funded by the REBC Grant.
  - Provide a typical cross-section if that helps describe the proposal more clearly.
  - All existing outdoor advertising signs must be located on the plan. **Per Georgia Code 32-6-75.3, if a billboard exists within 500 feet of the proposed landscape, anything that will grow to obstruct the billboard face within the 500-foot view zone of the sign face cannot be planted on GDOT Right of Way.** [ODA Public Permit Search](#)
- v. [Cost Estimate: Example](#)  
Provide an itemized budget of estimated funds needed for plants, installation, soil preparation, mulch, and sod.
- vi. [Long-Term Maintenance Plan: Example 1 | Example 2 | Example 3](#)  
Provide as much detail as possible about planned maintenance schedules. Relying solely on volunteer groups is not acceptable.

Copies of the signed Resolution, and complete Application Package document must be uploaded into the online application.

A confirmation email will be sent to the email provided within 24 hours of online submittal of grant applications.

If you experience technical difficulties with the online application, please contact [landscape@dot.ga.gov](mailto:landscape@dot.ga.gov)

## TERMS AND CONDITIONS OF SERVICE

**EFFECTIVE DATE:** 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

**AGREEMENT:** 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:

1. **PERFORMANCE:** 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. **OWNERSHIP OF DOCUMENTS:** 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 harmless 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.

3. **ESTIMATES OF CONSTRUCTION COST:** 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. **FORCE MAJEURE:** 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. **CONSTRUCTION RELATED SERVICES:** 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.

6. **CONSULTANT'S INSURANCE:** 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. **CONTRACTOR'S INDEMNITY:** 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, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed 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. **ACCESS:** The Client shall be responsible for providing all private property as required by the Consultant to perform authorized services.

Section X, Item 10.

10. **BASIS OF PAYMENT:** 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. **PAYMENT AND CREDIT:** 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 month, which amounts to 18 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 in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT: ACCESS TO RECORDS:** 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. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** 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. **WARRANTY: 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 REPRESENTATIONS OF FACT.**

16. **HAZARDOUS MATERIALS:** 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. **RECORDS RETENTION:** 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. **MISCELLANEOUS:** 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.



**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** October 5, 2023  
**Agenda Item Type:** New Business  
**Staff Contact:** Brandon Perkins, Town Manager

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**STAFF REPORT**

**AGENDA ITEM:**

Consideration to approve an extension of the Town’s Sanitation contract with AMWaste.

**BACKGROUND:**

See attached.

**FUNDING:**

None.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

- 1. Memo
- 2. AMWaste Contract

**PREVIOUS DISCUSSIONS:**

N/A



September 28, 2023

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**To:** Mayor and Council  
**CC:** N/A  
**From:** Brandon Perkins, Town Manager  
**Re:** AMWaste Contract Extension

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The Town of Tyrone entered into a three-year sanitation contract with AMWaste on November 5, 2020 with an effective date of January 1, 2021 and an end date of December 31, 2023. That contract allows for an additional three-year term if both parties agree. Staff, after discussions with members of Council, sent a letter to AMWaste stating the Town’s desire to exercise the extension option on September 1, 2023 and AMWaste also desired to renew.

Staff recognizes that the transition from Republic Services to AMWaste came with a series of logistical and service delivery issues and required a considerable amount of staff time to ensure that they were providing the level of service that our contract required. It took some time, but AMWaste has done a great job, especially over the last year, making improvements and reducing complaints. Consequently, I believe an extension is prudent at this time.

A small number of citizens have expressed a desire to have several sanitation providers to choose from like some other cities offer. Staff researched this option and found several issues with it:

1. Due to the Town’s size (~2300 households/customers), it was difficult to find sanitation providers that were willing to compete for business. From a business and service delivery perspective, this makes perfect sense.
2. More providers means more trucks on our streets, which increases wear and tear as well as the possibility for leaks/stains. With one provider, we know who to call for spills. A sole provider also makes the franchise fee process much easier to manage.

Incorporated 1911

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- 3. Our current contract requires the vendor to provide sanitation services at the Town's parks and facilities at no cost. A multiple provider option would result in the Town having to pay for sanitation services.

I am sure some citizens may wonder why the Town did not seek new contractors through the bidding process. Some reasons for that are as follows:

- 1. Given AMWaste's current performance and extension option allowed under the current contract, we found it unnecessary to seek new bids. The current situation is working as it should.
- 2. It is understood that going out for bid would likely result in a substantial increase in costs for our citizens. For example, Pollard Sanitation advised us that they would be happy to service Tyrone as a sole provider for \$72 per quarter. It should be noted that Pollard's cost did not include recycling.

Again, AMWaste has made significant improvements to their service delivery and their management team is extremely responsive to my calls and messages when complaints do occur and they have been quick to rectify issues when I have to get involved. I have no reason to believe that would change if an extension were granted.

Please let me know if you have questions.

STATE OF GEORGIA  
TOWN OF TYRONE

Contract

This contract, made and entered into this day 5 day of Nov, 2020, by and between the **Town of Tyrone**, a political subdivision of the State of Georgia, party of the first part (hereinafter referred to as "Town"), and **AMWaste LLC**, party of the second part (hereinafter referred to as "Company").

WITNESSETH:

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. Definitions:

- 1.1 APPROVED CONTAINERS – 80 gallon (minimum) carts for trash and recycling purposes via One-Bin Service.
- 1.2 BULK WASTE – Stoves, refrigerators, water heaters, automobile parts, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for approved containers.
- 1.3 CONSTRUCTION/DEMOLITION DEBRIS – Waste building materials and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings and other structures.
- 1.4 DEAD ANIMALS – Animals or portions thereof equal to or greater than ten (10) pounds in weight that have died from any cause, except those slaughtered or killed for human use.

- 1.5 GARBAGE – Any food waste including waste accumulations of animal or vegetable matter used or intended to use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit, or vegetables.
- 1.6 HAZARDOUS WASTE – Any solid waste which has been defined as a hazardous waste in regulations promulgated by the Georgia Department of Natural Resources, Chapter 391-3-11.
- 1.7 MUNICIPAL SOLID WASTE – Any solid waste derived from households, including garbage, trash, and sanitary waste. This term includes yard waste.
- 1.8 ONE-BIN SERVICE — A collection system that comingles Municipal Solid Waste with recyclables allowing collections using the same cart.
- 1.9 PRODUCER – An occupant of a Residential Unit within the Service Area who generates municipal solid waste.
- 1.10 RECYCLING – Any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.11 RESIDENTIAL UNIT – A dwelling within the Service Area as hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto.
- 1.12 SERVICE AREA – All residential units within the Town of Tyrone.
- 1.13 SOLID WASTE – Any garbage or refuse or other discarded material including solid, liquid, semisolid, or contained gaseous materials but does not include recovered materials; industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954 as amended.

1.14 YARD WASTE – Grass clippings, tree trimmings, cuttings, dead plants, weeds, leaves, and tree branches and limbs which are no more than four (4) feet in length and three (3) inches in diameter.

2. Term:

The initial term of this Contract shall begin on **January 1, 2021** (“Commencement Date”) and continue through **December 31, 2023**, provided however, that the term of this Contract may be extended by the Town for an additional term of three (3) years. In order to exercise this option, the Town must notify the Company in writing of its desire to extend the Contract at least one hundred twenty (120) days prior to the expiration of the Agreement period. The Company must respond in writing of its agreement to the extension or its decision to terminate at least ninety (90) days prior to the expiration of the contract period.

3. Service:

The Town of Tyrone requires residential curbside solid waste collection services for homes contained within its town limits. The equipment to be used, materials to be collected, service frequencies, and all other requirements are listed below.

3.1 Residential Curbside Garbage Collection: The Company will be required to provide a cart of not less than ninety six (96) gallons for each occupied home to be serviced on a weekly basis via One-Bin Service.

3.2 Cart Contents: Only bagged Municipal Solid Waste as is defined by the Georgia Comprehensive Solid Waste Management Act of 1990 and recyclables may be placed in the container for collection.



3.2.1 Cart Placement: Containers must be placed at the curb no later than 7:00 AM on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.

3.2.2 Cart Overflow: The Company is required to remove additional bags or boxes adjacent to the cart or bin. Maximum number of bags or boxes shall be set by the Company as part of the approved pricing but shall not be unlimited.

3.2.3 Bulk/Yard Waste: The Company shall collect and dispose of bulk waste such as items of furniture and appliances, including, but not limited to, stoves, couches, refrigerators, water heaters, and mattresses and shall be collected according to the same collection schedule as other solid waste on a once a month basis. Company shall also collect bimonthly "bagged" yard trimmings including grass clippings but this shall exclude limbs generated by commercial gardeners, tree companies, and the like. Limbs are to be fully secured in bundles and not exceed fifty (50) pounds in total weight.

3.3 Curbside Recycling: The Company shall provide a curbside recycling program for residential customers with allowable commodities being picked up in containers

via One-Bin Service, which allows curbside collection of recyclable materials from each residential unit once per week in conjunction with the collection of household waste. It shall be single stream and include, at a minimum, newsprint, aluminum, plastic, tin, and cardboard.

- 3.4 Disposal Requirements: All waste collected from the town shall be delivered to a solid waste facility that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of solid waste.
  
- 3.5 Collection Vehicles: Company is to furnish the necessary vehicles for the collection of solid waste. The vehicles must not leak and must be provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles are to be kept covered or closed at all times except when being loaded or unloaded.
  
- 3.6 Customer Service Standards: All complaints received by the Company or the Town of Tyrone before 1:00 PM shall be resolved by 6:00 PM on the day the complaint was received. All complaints received after 1:00 PM shall be resolved by noon the next day. The Company shall maintain a daily log of all complaints received and time that complaint was resolved. The Company shall provide a monthly report to the Town, which will include copies of the daily reports for the prior month.

- 3.7 Customer Service Center: The Company will operate and maintain a Customer Service Center with the following minimum standards:
- 3.7.1 Open between the hours of 8:00 AM and 5:00 PM, Monday through Thursday, during such time calls must be answered by a Customer Service Representative.
  - 3.7.2 During all other times, calls to the Customer Service Center will be received by an answering service or machine.
  - 3.7.3 The Company should implement procedures approved by the Town of Tyrone whereby complaints can be received via fax, e-mail and website.
- 3.8 Routing and Software Requirements: The Company shall utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the Town of Tyrone's carbon footprint. Prior to service implementation, the Company must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the Town of Tyrone to display on its website.

3.9 Collection Routes: The Company shall further establish routes for the collection of solid waste. The Company's collection schedule and collection routes shall be filed with the Town of Tyrone.

3.10 Collection Route Schedule: The Company shall establish with the Town of Tyrone a schedule addressing the day of the week each collection shall be executed. This schedule will not vary, or change without the written permission of the Town of Tyrone, except in situations as allowed in other passages of these specifications (for example, holiday schedule, etc.).

No collection shall be made before 7:00 AM or after 7:00 PM, except by express authorization of the Town of Tyrone. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.

3.11 Personnel: All personnel associated with the delivery of service shall be hired, trained, and receive on-going safety training through an organized human resource management process that includes, but is not limited to, background checks, driving record reviews, and a committed drug-free workplace program. The Sanitation Services Company shall ensure the following, regarding personnel:

- Must be in a company uniform (shirt, at least), to be defined by the Company in the bid submittal, and must be recognizable as representative

of the Company's company. The uniform must be maintained, clean, and in good repair.

- Personnel must maintain a clean appearance.
- The Company must maintain a courteous demeanor when dealing with the residents and businesses of the Town of Tyrone.
- At no time will the Company or its personnel search through the garbage that is collected in the Town of Tyrone.

3.13 Cleanliness: In the collection of solid waste, the Company and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. The Company will not be allowed to transfer solid waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the Town of Tyrone and need to dispose their loads into a larger vehicle. In addition, the Company will not be allowed to store containers of any kind in common areas or in the Town of Tyrone right-of-way. If an unsightly or unsanitary condition results from an action of the Company, the Company shall respond within four (4) hours of receipt to the satisfaction of the Town of Tyrone.

3.14 Town Owned Facilities: The Company will be required to provide solid waste collection services to all Town of Tyrone owned facilities and designated special

events at no additional cost to the Town. Said trash containers will be emptied once per week, or as requested by the Town of Tyrone. Additional locations may be added as needed by the Town.

- 3.15 Communications and Reporting: Company shall provide the Town a monthly report showing service requests, complaints, and resolution timetables for each customer complaint.
  
- 3.16 Volume Report: Prior to the fifteenth of the following month, the Company shall complete the trash and recycling monthly volume report. In addition, the Company shall make recommendations as to how they can increase the tonnage of recyclable material.
  
- 3.17 Publicity: The Solid Waste Collection Company shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the Town as to the change-over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation; at least one mailing to each residential dwelling unit within the corporate limits of the Town indicating the date of change-over, the day of collection for the three types of collections, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and web site of the Company's

office where questions or complaints can be handled. Such publicity shall be approved by the Town Manager of the Town prior to distribution publication. The Company must distribute annually to the customers information promoting recycling and source reduction. This publication must be approved by the Town.

- 3.18 **Billing & Payments:** The Company will be responsible for billing each resident at the submitted monthly rate of **\$18.17** for sanitation and recycling via One-Bin Service, with additional charges for any additional carts provided to Residential Units upon request. The Company will provide quarterly payments to the Town for the **3%** Franchise Fee collected on each residential sanitation customer within the Town. These payments are due to the Town within fifteen (15) days from the end of each billing due date and be based on gross revenues of the previous three (3) month period.

The Company shall also provide all Town sanitation customers with an online payment option at no charge to the Town, provided that the Company reserves the right to charge a fee for paper billing to Residential Units that fail to elect a paperless billing (i.e., emailed invoice) option, as well as a payment transaction fee to account for credit card or similar fees charged to the Company for payments received from Residential Units.

3.19 Dispute Resolution: Any dispute between Owner and Company, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of the Town of Tyrone where possible.

3.20 Rate Adjustments: Rates shall be submitted for consideration to the Town of Tyrone by October 1<sup>st</sup> of each year and reviewed against the rate of inflation as reported by the Department of Labor's Consumer Pricing Index for All Urban Consumers - U.S. City Average - Garbage and Trash Collection.

3.20.1 *Adjustable Fuel Surcharges:* The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12 month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region. In the event that the average cost of fuel increases over 10% a fuel surcharge may be added. Once the rate drops below the 10% threshold the surcharge will be removed. Calculations and adjustments shall occur quarterly.

3.20.2 *Unforeseen Increases:* In the event that the Company's operational costs are increased due to changes in governmental regulations or disposal fees, the Company may submit a request for an increase including a cost analysis that demonstrates a proof of need.

4. Newly Developed, Annexed Areas, New Service:

Each new residential dwelling unit shall be picked up by the Company as soon as it becomes occupied and requests service from the Company.



5. Point of Contact:

All dealings and contacts between the Company and the Town shall be directed by the Company to the Town Manager or his/her designee. The Town shall direct all dealings with the Company to TODD CASSELMAN, or his/her designee.

6. Hours and Days of Operation:

Collection of municipal solid waste shall not begin prior to 7:00 a.m. nor continue past 7:00 p.m.

Company shall notify residents of schedule of collections by placing an ad in the local newspapers one (1) month prior to any schedule change, clearly depicting the day of pickup for each area of Town.

When it becomes necessary to alter the normal collection schedule due to holidays, inclement weather or landfill schedule, the Company shall, first notify the Town as soon as possible of the change or delay in delivery and provide necessary backup equipment and personnel to assure once weekly pickup to all residents. Pickups regularly scheduled on Thursday, however, may be postponed due to holidays that may occur on a normally scheduled pickup day.

7. Extraordinary Materials:

Hazardous waste, body waste, abandoned vehicles, vehicle parts, construction debris, and dead animals will not be collected by the Company under the terms of this Contract.

8. Rates/Billing

As per the terms of this contract, specifically 3.18 "Billing and Payments," the Town shall not be required to pay the Company for provided services as the Company shall handle all billing

and payment collection for Town customers. The Company shall provide quarterly Franchise Fee payments to the Town.

9. Indemnity:

The Company shall conduct operations under this Contract in compliance with all applicable laws; provided, however that these specifications shall govern the obligations of the Company where there exists a conflicting ordinance of the Town on the subject.

The Company shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

The company agrees to indemnify and hold harmless the Town from all liability, loss, cost, and expense, including reasonable attorney's fees, which may be sustained by the Town or its officers, agents, or employees, to the extent such liability, loss, cost, and expenses are caused by the Company's negligence, recklessness or willful misconduct in the performance of this Contract, or the negligence, recklessness, or willful misconduct of any of the Company's officers, agents, or employees. The Company agrees to defend against any of the claims or actions mentioned above which are brought against the Town or its officers, agents, and employees in connection with the subject of the indemnities contained herein.

To the extent permitted by law, the Town agrees to indemnify and hold harmless the Company from all liability, loss, cost and expense, including reasonable attorney's fees, which may be sustained by the Company or its officers, agents, or employees, to the extent such liability, loss, cost, and expenses are caused by the Town's negligence, recklessness or willful misconduct in the performance of this Contract, or the negligence, recklessness, or willful misconduct of any of the Town's officers, agents, or employees. To the extent permitted by law, the Town agrees to defend against any of the claims or actions mentioned above which are brought against the Company or its officers, agents, and employees in connection with the subject of the indemnities contained herein.

10. Disposal:

The Company shall dispose of all solid waste collected by the Company at a landfill permitted by the state in which the landfill is located to accept such solid waste. The Company shall pay all landfill fees directly to the appropriate landfill operator.

11. Insurance:

For the above purpose of this Contract, the Company shall carry the following types of insurance in at least the limits specified below:

| <u>Coverages</u>           | <u>Minimum Limits of Liability</u> |
|----------------------------|------------------------------------|
| Worker's Compensation      | Statutory                          |
| Employer's Liability       | \$1,000,000                        |
| Bodily Injury Liability    | \$1,000,000 each occurrence        |
| (except automobile)        | \$2,000,000 aggregate              |
| Property Damage Liability  | \$1,000,000 each occurrence        |
| (except automobile)        | \$2,000,000 aggregate              |
| Automobile Bodily Injury   | \$1,000,000 each person            |
| Liability                  | \$1,000,000 each occurrence        |
| Automobile Property Damage | \$1,000,000 each occurrence        |
| Excess Umbrella Liability  | \$5,000,000 each occurrence        |

The above coverage may be provided by the Company's parent corporation and the Town shall be named as co-insured on the General Liability of Automobile/Equipment policies.

12. Recycling Services:

The Company shall provide a curbside recycling program via One-Bin Service for residential customers. The commodities that the Company shall collect for recycling are newsprint, aluminum, cardboard, and plastics; however, the Company may propose variations

from this list based on their analysis of the cost/benefit of recycling each commodity for approval by the Town. One-Bin Service allows the Company to collect recyclable material mixed with garbage, trash and rubbish in one Company-provided cart. The Company shall therefore provide curbside collection of recyclable material via One-Bin Service from each Residential Unit once per week in conjunction with the collection of household waste.

13. Location of Collections:

The Residential Units will be required to place municipal solid waste at a location that is readily accessible to the Company and its equipment, and not to exceed five (5) feet from the curb or edge of traveled portion of road.

14. Service Inquiries:

All inquiries and complaints will be made directly to the Company within normal business hours of 8:00 a.m. through 5:00 p.m. and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste no later than the next working day. The Company shall maintain complaint forms indicating the time and date a complaint or request is received, the nature of the complaint or request, the name and address of the persons making the complaint or request and the disposition of same. Such records shall be transmitted to the Town on a monthly basis.

15. Force Majeure:

It is mutually understood and agreed that the Company shall be relieved of its obligation under this Contract during any period or periods of time when strikes, acts of God, war or public enemy, catastrophe, governmental order or regulation making performance impossible, or any other act beyond the control of the Company render impossible its performance under this

Contract, and during such period or periods of time a deduction in the monthly charges for collection and removal of refuse at the prevailing rates shall be made; provided, however, that the Company must make a reasonable bona fide effort to settle strikes or other labor disputes, and will make reasonable efforts to resume service in the event the act of God or other catastrophe terminates or reduces.

16. Permits, Licenses, and Taxes:

The Company shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the Town and/or State of Georgia.

The Town recognizes that as a franchisee, the Company must use streets and alleys of the Town. In order to assist in the maintenance of those streets and alleys, the Company shall be required to pay the Town a quarterly Franchise Fee of three (3 %) percent of the gross revenues received as a result of this Contract. Gross revenues are defined as the payments made to the Company for residential, bulk, and recyclable collections; and the gross billings of the Company for commercial service. Fees shall be paid to the Town by the fifteenth day of the month following the end of a quarter and shall be based on gross revenues for the previous three (3) month period.

17. Termination:

If the Company shall default in the performance of any of the terms or conditions of this Contract, they shall have ten (10) days after delivery of written notice of such default within which time to cure such default. Failure to cure default within such period of time, the Town shall have the right without further notice to terminate this Contract.

18. Town Service:

Service to facilities owned and/or operated by the Town shall be provided at no cost to the Town.

Service shall be at a frequency and container size specified by the Town. Facilities for which weekly services shall be provided at no cost includes, but are not limited to, Town Parks, Town Hall, Police Department, Recreation Center, Library, and any other facilities later indicated or acquired by the Town during the term of this Contract. Service to Redwine Park and Shamrock Park shall include furnishing to each park one eight (8) yard dumpster. Company shall provide recycling carts and weekly service to Shamrock Park, Redwine Park, and Handley Park. In addition to the regular services, the Company shall include furnishing three (3) twelve (12) yard dumpsters at locations specified by the Town for Founders Day weekend. These are to be delivered the Wednesday prior to Founders Day weekend and picked up the Wednesday following the Founders Day weekend.

19. Performance Bond:

The Company shall furnish the Town with a performance bond with a corporate surety, or cash, in the amount of \$100,000. It shall be executed by a surety company licensed to do business in the State of Georgia.

The bond shall be conditioned upon the faithful performance of each and every term, condition and provision of this Contract and shall be approved by the Town Attorney. The Company shall pay all premiums chargeable for the bond and will keep the same in full force and effect during the term of this Contract. The bond shall contain a provision that is shall not terminate or otherwise expire prior to thirty (30) days after written notice to that effect is given to the Town.

20. Modification:

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

21. Compliance With Laws:

The Company shall conduct operations under this Contract in compliance with all applicable laws.

22. Law to Govern:

IN WITNESS THEREOF, the parties hereto have executed this Contract in three (3) counterparts, each of which shall be deemed an original contract, as of the day and year first herein before written.\*

(SEAL)

Town of Tyrone

Attest:

Dee Baker

Town Clerk

By: [Signature]

AmWaste LLC

By: [Signature], COO

\*In the event that the Company is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, and Performance Bond to do so on its behalf.





## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** October 5, 2023

**Agenda Item Type:** New Business

**Staff Contact:** Brandon Perkins, Town Manager

### STAFF REPORT

**AGENDA ITEM:**

Consideration of a request from AMWaste to implement a rate increase of 8.9%, based on the Consumer Price Index, from \$58.65 per quarter to \$63.87 per quarter.

**BACKGROUND:**

AMWaste’s contract provides them the ability to request rate adjustments on an annual basis when submitted by October 1<sup>st</sup>. These requests must be “reviewed against the rate of inflation as reported by the Department of Labor’s Consumer Price Index for All Urban Consumers – U.S. City Average – Garbage and Trash Collection.” AMWaste submitted a written request for a rate increase on September 27, 2023 (attached) that indicates a CPI increase of 8.9%, which would raise the quarterly rate from \$58.65 to \$63.87.

In preparation for this item, Staff conducted some limited research on local sanitation fees and found the following:

-If they serviced Tyrone, Pollard Sanitation advised us that their rate would be \$72.00 per quarter with NO recycling.

-Newnan has a new contract with AMWaste and their residents are charged \$97.20 per quarter.

-I reached out to Republic to ascertain their rates for Peachtree City customers and was quoted \$78.00 per quarter for trash and recycling and an additional \$90.00 per quarter (optional) for bulk/yard waste service – AMWaste does not charge for this.

**FUNDING:**

None from the Town.

**STAFF RECOMMENDATION:**

Staff recommends approval of this proposed rate increase to be effective January 1, 2024.

**ATTACHMENTS:**

1. AMWaste Annual Rate Adjustment Letter
2. AMWaste Contract Section 3.20 – Rate Adjustments

**PREVIOUS DISCUSSIONS:**

None.



9/21/23

Town of Tyrone  
730 1<sup>st</sup> Ave  
Tyrone, GA 30290

Re: Annual Rate Adjustment- CPI

Dear Brandon Perkins,

As you are aware, the cost of goods and services such as fuel, disposal, and Department of Transportation qualified CDL driver’s wages have greatly increased this past year. Unfortunately, we must pass along these costs to the consumer in order to maintain the quality of service we deliver to our customers and our company.

Our agreement for Solid Waste Collection services allows for an annual rate adjustment. Effective 1/1/24, the rate per quarter will be increased based on the CPI of 8.9%. This adjustment is based on the All-Urban Consumers – U.S. City Average- Garbage and Trash Collection as described in the agreement. I have included a copy of the latest distribution from the Department of Labor, and I have provided a chart to reference for the new rates.

Thank you for the opportunity to continue our partnership with the Town of Tyrone. We value the opportunity to provide Residential Solid Waste Services to your community.

Should you have any questions or desire to discuss this further, please contact me. My information is provided below.

Sincerely,

James Pearson  
District Manager  
Amwaste, LLC  
jpearson@amwasteusa.com



| Expenditure category                                     | Relative importance Jul. 2023 | Unadjusted percent change |                     | Seasonally adjusted percent change |                     |                     |
|--|-------------------------------|---------------------------|---------------------|------------------------------------|---------------------|---------------------|
|  |                               | Aug. 2022-Aug. 2023       | Jul. 2023-Aug. 2023 | May 2023-Jun. 2023                 | Jun. 2023-Jul. 2023 | Jul. 2023-Aug. 2023 |
| Other lodging away from home including hotels and motels | 1.080                         | 3.0                       | -5.6                | -2.3                               | -0.5                | -3.6                |
| Owners' equivalent rent of residences(13)                | 25.616                        | 7.3                       | 0.4                 | 0.4                                | 0.5                 | 0.4                 |
| Owners' equivalent rent of primary residence(13)         | 24.220                        | 7.3                       | 0.4                 | 0.4                                | 0.5                 | 0.4                 |
| Tenants' and household insurance(1)(2)                   | 0.369                         | 1.5                       | 0.3                 | 0.3                                | 0.1                 | 0.3                 |
| Water and sewer and trash collection services(2)         | 1.065                         | 5.8                       | 0.7                 | 0.4                                | 0.5                 | 0.5                 |
| Water and sewerage maintenance                           | 0.757                         | 4.6                       | 0.9                 | 0.4                                | 0.2                 | 0.6                 |
| Garbage and trash collection(1)(10)                      | 0.307                         | 8.9                       | 0.2                 | 0.4                                | 1.1                 | 0.2                 |

| Town of Tyrone |                    |       |             | 1/1/24         |
|----------------|--------------------|-------|-------------|----------------|
| Service        | Current Qtrly Rate | CPI % | Increase \$ | New Qtrly Rate |
| 1 Cart         | \$58.65            | 8.9   | \$5.22      | \$63.87        |
| 2 Carts        | \$66.72            | 8.9   | \$5.94      | \$72.66        |
| 3 Carts        | \$74.79            | 8.9   | \$6.66      | \$81.45        |
| 4 Carts        | \$133.44           | 8.9   | \$11.88     | \$145.32       |

3.19 Dispute Resolution: Any dispute between Owner and Company, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of the Town of Tyrone where possible.

3.20 Rate Adjustments: Rates shall be submitted for consideration to the Town of Tyrone by October 1<sup>st</sup> of each year and reviewed against the rate of inflation as reported by the Department of Labor's Consumer Pricing Index for All Urban Consumers - U.S. City Average - Garbage and Trash Collection.

3.20.1 *Adjustable Fuel Surcharges:* The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12 month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region. In the event that the average cost of fuel increases over 10% a fuel surcharge may be added. Once the rate drops below the 10% threshold the surcharge will be removed. Calculations and adjustments shall occur quarterly.

3.20.2 *Unforeseen Increases:* In the event that the Company's operational costs are increased due to changes in governmental regulations or disposal fees, the Company may submit a request for an increase including a cost analysis that demonstrates a proof of need.

4. Newly Developed, Annexed Areas, New Service:

Each new residential dwelling unit shall be picked up by the Company as soon as it becomes occupied and requests service from the Company.



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Public Works

**Meeting Date:** 10/05/2023

**Staff Contact:** Phillip Trocquet

**Agenda Section:** Consent

## Staff Report:

### Item Description:

### Background/History:

After acquiring 969 Senoia Road, asbestos testing was performed on the house to determine if remediation was necessary. This is part of the process to demolish the home and clear the site for future use. The necessary steps to ensure a safe environment on the property are to: remove junk, debris, and concrete pads from property, cap and fill wells on property, fill and neutralize sept system, perform asbestos abatement on house, and demolish house.

### Findings/Current Activity:

Asbestos was found in the home via tile floor in the kitchen and the ceiling. Staff requested quotes from 3 different companies. Bruce environmental was the lowest quote.

**Is this a budgeted item?** \_\_\_\_\_ **If so, include budget line number:** \_\_\_\_\_

### Actions/Options/Recommendations:

Staff recommends approving the quote of \$4,300 from Bruce environmental to perform asbestos abatement for 969 Senoia Road.



**Bid Tabulation**  
**2-Oct-23**  
**969 Senoia Road Asbestos Remediation Quotes**

| <b>Company</b>     | <b>Environmental Services of America</b> | <b>BioRestore</b>  | <b>Bruce Environmental</b> |
|--------------------|--|--------------------|----------------------------|
|                    | <i>Watkinsville, GA</i>                  | <i>Atlanta, GA</i> | <i>Douglasville, GA</i>    |
|                    |  |                    |                            |
|                    |  |                    |                            |
| <b>Quote Price</b> | <b>\$10,240.00</b>                       | <b>\$6,815.14</b>  | <b>\$4,300.00</b>          |

Bids Received by: Phillip Trocquet

Bids Reviewed by:



September 28, 2023

Town of Tyrone  
Project: 969 Senoia Rd  
Tyrone, GA 30290

Thank you for the opportunity to provide our services for the removal and disposal of asbestos containing materials from 969 Senoia Rd, Tyrone, GA 30290.

Our proposal includes providing all labor, material, equipment, insurance and compliance with regulatory agencies. Work under this contract to be in strict accordance with applicable federal, state and local regulations concerning the safe removal and disposal of asbestos containing materials.

**Scope of Work:**

- Provide generator(s), water and content manipulation necessary to complete the abatement of ACM identified in the survey/lab results provided by the client.
- Provide for the removal of approximately 22 linear feet of upper cabinets and 3 linear feet of full height cabinets to access ACM ceiling texture.
- Provide for the removal and disposal of approximately 653 square feet of asbestos containing ceiling texture, sheetrock and associated insulation from the ceiling of the kitchen, dining room, living room and hallway.
- Provide for the removal and disposal of approximately 315 square feet of asbestos containing vinyl flooring/glue/mastic on concrete from the kitchen, dining room, garage entrance and laundry room. Includes removal and disposal of the layer of vinyl flooring on top of ACM vinyl.
- Provide a post project report documenting the work concerning regulatory compliance.

**Total Cost:** Four Thousand Three Hundred Dollars (**\$4300.00**)

**Time of completion:** One (1) working days.



**Work Authorization Agreement**

1. Bruce Environmental, Inc. (BEI) and \_\_\_\_\_ (Customer) hereby enter into Work Authorization Agreement as of Date: \_\_\_\_\_ and agrees as follows:
2. BEI agrees to perform work as provided in proposal price agreed upon. Customer agrees to pay BEI the agreed price within 30 days after the date of BEI invoice to Customer. The agreed price payable to BEI is **\$ 4300.00.**
3. Customer shall pay the invoice price and be solely responsible therefore, unless customer and BEI shall agree and express in writing that the Customer is the agent acting for or on behalf of a third party and that such third party is responsible for payment. Such third party may be required to provide BEI with such information, as BEI deems appropriate to satisfy itself of the validity and scope of the Customer's agency and such third party's financial position.
4. Payments made more than 30 days after the date of BEI's invoice shall bear interest at the rate of 1.5% per month or the legal rate of interest whichever is lower.
5. Customer shall reimburse BEI for any cost, loss or expense that BEI sustains in any effort to collect any payment from Customer including without limitation, the expenses of litigation and attorney's fees.

The partial or complete invalidity of any provision(s) of this agreement shall not affect the validity or continuing force and effect of any provision(s). No officer, director, employee, agent or manager of the Customer or BEI shall have authority to modify this agreement through such officer, director, employee, agent or manager's course of conduct. This agreement may only be modified by agreement of the parties and in writing signed by both Parties.



**Page 3 of 8**

Bruce Environmental, Inc. will submit the required ten (10) working day notification to the Environmental Protection Division and schedule this project upon receipt of a signed copy of this proposal.

Owner/Company Name: \_\_\_\_\_

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

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

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

Total Amount:   \$4300.00  

Authorization Signature: \_\_\_\_\_

**The owner / General Contractor will be responsible for the following:**

- Obtain any necessary building/demo permits prior to abatement activities.

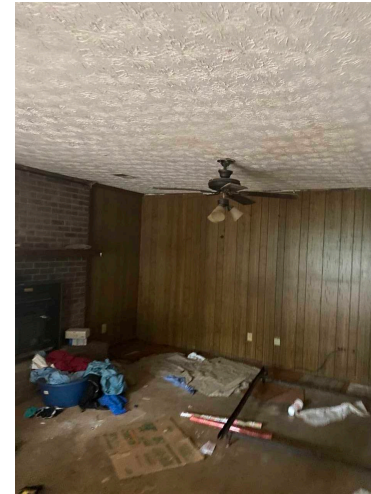
Bruce Environmental, Inc. appreciates this opportunity to work with you. If you have any questions or need additional information please do not hesitate to call me.

Sincerely,  
*Ken Watkins*  
Ken Watkins

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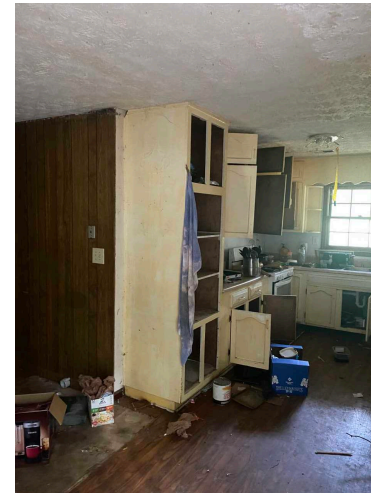
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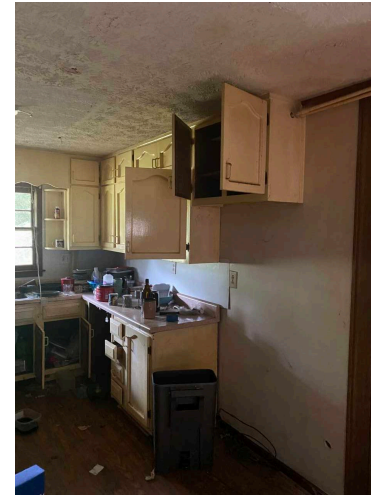
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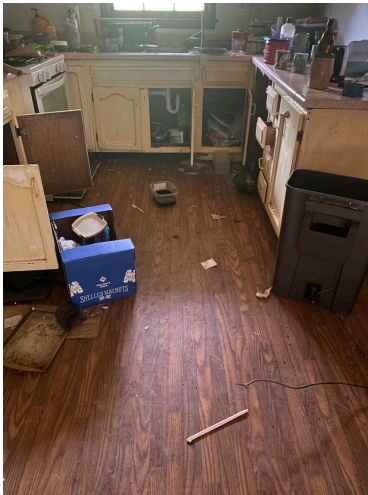
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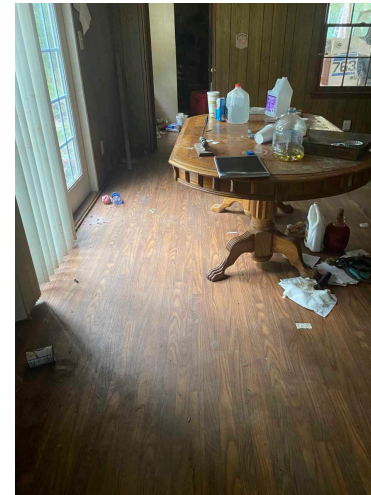
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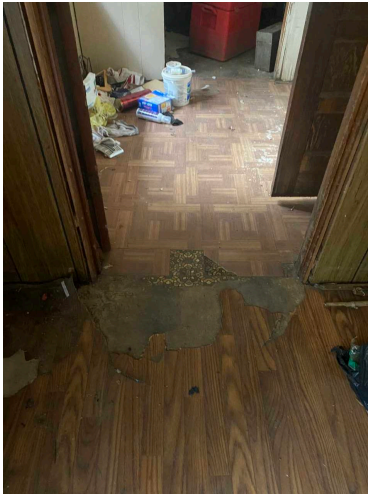
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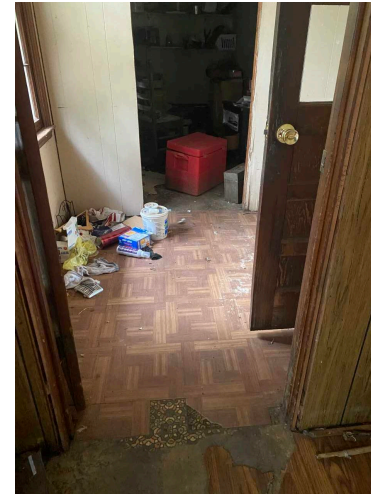
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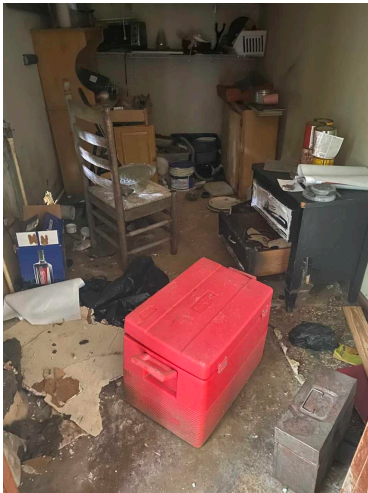
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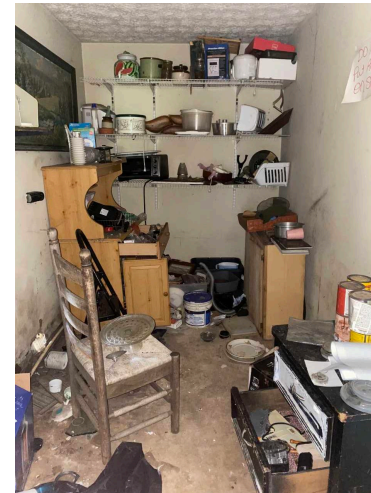
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11



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1000 Shadix Industrial Way  
Douglasville, Ga 30134  
brucenv@me.com  
Tax ID: 58-2035339

13

