



## **TOWN COUNCIL MEETING November 17, 2022 at 7:00 PM**

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*950 Senoia Road, Tyrone, GA 30290*

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**Eric Dial**, Mayor

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

**Linda Howard**, Post 1

**Melissa Hill**, Post 2

**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager

**Dee Baker**, Town Clerk

**Dennis Davenport**, Town Attorney

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

### **II. INVOCATION**

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

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

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

### **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 November 3, 2022 meeting minutes.
2. Approval of a Memorandum of Understanding (MOU) between the Town of Tyrone and Dogwood Church for the purpose of creating a future multi-use path connection with Peachtree City utilizing a portion of Dogwood Church's property.
3. Approval of the 2023 Employee Benefit Package.
4. Approval of ACTION PACKED PARTIES contract for the Lighting of the Tree event for \$3,392.00.

### **VII. PRESENTATIONS**

## VIII. PUBLIC HEARINGS

5. Consideration of a stream buffer and impervious surface setback variance request from applicant EastGroup Properties, LP for parcel 0726 068. **Devon Boullion, Environmental Specialist**

## IX. OLD BUSINESS

## X. NEW BUSINESS

6. Consideration to renew the Debris Monitoring Contract with Tetra Tech, Inc. **Scott Langford, Town Engineer / Public Works Director**
7. Consideration to purchase an Envirosight Pole Camera from Environmental Products Group from the Enterprise Fund for \$18,784.14. **Scott Langford, Town Engineer / Public Works Director**
8. Consideration to Award Project Number PW-2022-02 - Rebid 2022 Roadside Tree Pruning and Removal project to Zamora Tree Service for the fee of \$16,900. **Scott Langford, Town Engineer / Public Works Director**

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

## XII. STAFF COMMENTS

## XIII. COUNCIL COMMENTS

## XIV. EXECUTIVE SESSION

## XV. ADJOURNMENT

**TYRONE TOWN COUNCIL  
MEETING  
MINUTES  
November 03, 2022 at 7:00 PM**

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**Eric Dial**, Mayor

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

**Linda Howard**, Post 1

**Melissa Hill**, Post 2

**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager

**Dee Baker**, Town Clerk

**Dennis Davenport**, Town Attorney

Also present was:

Tracy Young, Fayette County Development Authority Representative

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

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

**V. APPROVAL OF AGENDA**

A motion to approve the agenda was made.

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

Voting Yea: Council Member Howard, Council Member Hill.

**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 October 20, 2022 minutes.
2. Approval of the Pyrotechnico agreement and addendum for the rescheduled fireworks show from October 1, 2022, to November 27, 2022.
3. Approval of the State Certification three-year contract between the Georgia Association of Chiefs of Police (GACP) and the Town of Tyrone.

A motion was made to approve the consent agenda.

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

## VII. PRESENTATIONS

## VIII. PUBLIC HEARINGS

4. Petition to consider a rezoning of parcel 072604009 at 1400 Senoia Road from O-I (Office-Institutional) to C-2 (Highway Commercial). **Phillip Trocquet, Community Development**

Mr. Trocquet stated that applicant Randy Wright submitted a petition on behalf of the owner, 74 South, LLC. for a rezoning petition for three recently combined parcels at property address 1400 Senoia Road. The applicant per the request of the Planning Commission combined the properties which at the time were non-conforming. Planning Commission approved the rezoning with the condition the properties be combined.

The applicant's expressed intent was to match the zoning adjacent to the properties under consideration, which they also own. The proposed development was for a highway commercial flex office/warehouse business park consisting of three 30,000 s.f. structures.

He stated that the petition was consistent with the Town's Comprehensive Plan and Future Development strategy. The property fell within the Commercial Corridor Character area which permitted C-2 zoning and encouraged high architectural and landscaping standards. Commercial areas should be screened from the right-of-way and pedestrian connectivity should be accommodated throughout the site and in accordance with future path plans. The property lies within the SR-74 Quality Growth Overlay district which required higher architectural and landscaping provisions for any portion of the site fronting or visible from SR-74.

Mr. Trocquet shared that the proposed development plan suggested appropriate uses for SR-74 and the Community Gateway Character area and surrounding properties if appropriately screened, buffered, and constructed to the architectural guidelines listed in the ordinance. He added that the proposed zoning was consistent with the zoning of surrounding properties; it was staff's determination that the zoning would not adversely affect adjacent properties. He stated that it was staff's determination that Office Institutional did have reasonable economic use.

He shared that given the traffic capacity of Senoia Road, it was staff's opinion that if adequate vehicular circulation was provided on-site, it would not be excessively burdensome on road infrastructure. The business park at the end of Senoia Road was designed for a buildout of all properties; the development of the parcels at C-2 zoning would be consistent with that buildout.



The proposed development did not suggest a sewer usage that would be burdensome on the Town's existing sewer or water capacity. Stormwater facilities were already provided for the business park. Hydrological information confirming that preexisting facilities could handle the capacity of the development would be required.

Mr. Trocquet shared that the Planning Commission discussed the impact of office traffic versus highway commercial traffic. Office uses usually generated more traffic than highway commercial, however, it would depend on the use. He gave examples of fast food or retail establishments generating more traffic. Warehouse types of businesses would generate less traffic than office traffic. He added that offices would generate more due to employees coming and going at the same time during morning and evening hours.

He added that the Planning Commission also discussed future traffic with more development, in the area of Senoia Road and Carriage Oaks Drive. They recommended requesting traffic studies for developments in the future for the long term. He stated that staff approved of the rezoning.

Mayor Dial opened the public hearing for anyone that wished to speak in favor of the rezoning. Mr. Randy Wright shared that he, Blake Barnett, and Jason Walls were available for any questions. Mr. Wright and Mr. Barnett were the owners of the property and represented their business, 74 South, LLC. Mr. Walls was their Primary Engineer from Integrated Science and Engineering.

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

Council Member Campbell inquired about the planned multiuse path that would connect Senoia Road cart traffic to Sandy Creek Highschool. Mr. Trocquet shared that the projected path would travel along Senoia Road to Powers Way, bypassing their property. Which side of the street was undecided at this point, however, there was an expanded right-of-way in that area. The path would connect to a path that would lead to the Sandy Creek parking lot. Council Member Campbell asked how the path would cross the railroad tracks. Mr. Trocquet stated that the section was a spur and was owned by the Hobgood family and not CSX.

A motion was made to rezone parcel 072604009 located at 1400 Senoia Road from O-I (Office-Institutional) to C-2 (Highway Commercial).

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

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

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

**XII. STAFF COMMENTS**

Mr. Perkins shared that he and Mr. Trocquet met with all Fayette County city representatives and the Fayette County Chamber of Commerce for its SPLOST meeting. Each city presented their SPLOST project lists. He added that the Fayette County Chamber voted unanimously to support the SPLOST overall. He shared that the Chamber also supported the E-SPLOST last year.

Mr. Perkins reminded everyone that the Shamrock Park Christmas Tree Farm order was due by 11:00 am tomorrow morning for anyone that wished to display a Christmas Tree around Shamrock Lake.

Mr. Perkins also reminded everyone that the annual Veterans Day Program would be on Friday, November 11<sup>th</sup> at 11:00 am and that the Museum would have special hours that day from 11:30 am to 1:30 pm.

Mr. Perkins addressed online comments made that week regarding the building permit process. If folks were to read some of the commentaries, one would be led to believe that it would be difficult to obtain a permit in Tyrone. He added that the reality was that the process was very streamlined. The Town was held to minimum state standards. He stated that as of this January, 205 permits were issued, of which were, new commercial, residential, pool, and fences. No permits were denied and the average turnaround time was 15-21 days. Many times, permits came through and comments were sent back requiring additional information. That was a normal part of the process.

He shared that with no disrespect to government if he had a project at his home, he would have his general contractor pull the permit. The process could be very technical. Additional comments normally lengthened the review time. Mr. Perkins stated that regarding the permit that was discussed on social media, the Town did not receive a completed application until October 14<sup>th</sup> and it was turned around in 4 days. He added that the turnaround time was incredible considering Town staff was not the only department reviewing the information, outside agencies were also included in the process. He stated that he was told that the technical architectural portion was not completed and that staff still required one piece of information before the permit would be issued. The permit was in need of approval from the Fire Marshal. Staff was ready, however, still waiting on the required information to issue the permit.

Mr. Perkins shared that since January, staff has had two full commercial applications come through. The first one did not require resubmission of the construction plans, however, the site plan and landscape plans required resubmission. The turnaround review average was 10 days on that project.

The second commercial project required three resubmissions to address additional comments which took an average of 7-9 days. He reiterated that it was a natural process depending on the complexity of the build. A similar commercial alteration permit took 15 days to complete with one request for information. Another alteration took 12 days with two requests for information and it included a Stop Work Order. He stated that two commercial permits took only 1 day to issue, one permit having one comment to issue. Mr. Perkins stated that the last commercial alteration permit only took 1 day to issue which included comments that needed addressing.

Mr. Perkins stated that he wanted to go on record to those that read the minutes or watch the meetings online, the Town was not in the business of denying permits. We would like nothing more than to issue the permit that was in question but there was a required process that must be followed. The Town did not get in the way nor slow down the process. The Town did not prevent the applicant from receiving their permit. It was unfortunate that it happened as it did. There were ways that could have shortened the process but it was not on the Town's end.

Council Member Campbell asked how many Christmas trees were purchased. Mr. Perkins stated that 20 trees were purchased but only 9 were currently ordered. Council Member Howard stated that she added a post on the Tyrone Connections Facebook page as a reminder.

Mayor Dial stated that he wished to go back to the former topic. He declared that clearly, it was not the Town that delayed the permit since it was received on October 14<sup>th</sup>. There were issues with the general contractor and the architect. Mr. Trocquet shared that he did not want to cast blame but there were two processes that needed to be completed, the site plan and the new construction review. He clarified that the new construction plans were received on October 18<sup>th</sup>. The site plan process proceeded with the construction review. He added that typically, the site plan was footballed by the engineer and or the general contractor. The Town's role was not to cast blame, staff was only pointing out that there were normally several entities involved in the permitting process.

Council Member Campbell clarified that the Chamber of Commerce unanimously voted to support the SPLOST and the vote would be in March. Mr. Perkins shared that the process would begin with the cities being asked to consider the referendum for a vote. Once the referendum was passed it would go back to the County. The County would officially make a call for the cities to place the referendum on the agenda for a vote. The County would then officially vote to call for the SPLOST, if the call passed, then the referendum would be placed on the March ballot for the citizens to vote on.

**XIII. COUNCIL COMMENTS**

Council Member Furr inquired about the status of the burned homes in Town. Mr. Perkins stated that there was no time limit and that staff was working with the owners. Mr. Trocquet clarified that if the fire department and the insurance company had completed their investigations, staff then work with the owner to try and remove the building, especially if it was structurally unsound. The homeowner would need to comply with Town ordinances. He added that if the home was an attractive nuisance, meaning that it was open and could attract children, it would be easier to officially condemn. He stated that the process usually took a long time. The owners would need to be located and then contacted. Mr. Trocquet stated that two homes in particular, the owners had been contacted regarding the burned buildings.

**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 7:31 pm.

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

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



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** November 17, 2022

**Agenda Item Type:** New Business

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

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### STAFF REPORT

**AGENDA ITEM:**

Consideration of a Memorandum of Understanding (MOU) between the Town of Tyrone and Dogwood Church for the purpose of creating a future multi-use path connection with Peachtree City utilizing a portion of Dogwood Church's property.

**BACKGROUND:**

The purpose of this MOU is to enter into a formal relationship with Dogwood Church that would allow a multi-use path connection between the Town and Peachtree City across the church's property. This agreement is necessary in light of Peachtree City's desire to close its portion of Crabapple Lane to vehicular and golf cart traffic.

**FUNDING:**

N/A

**STAFF RECOMMENDATION:**

Staff recommends approval of this MOU.

**ATTACHMENTS:**

None – staff will email the draft MOU to Council as soon as legal gets it to us.

**PREVIOUS DISCUSSIONS:**

N/A

TOWN OF TYRONE

STATE OF GEORGIA

# MEMORANDUM OF UNDERSTANDING

## FOR LOCATION OF MULTI-USE PATH

THIS MEMORANDUM OF UNDERSTANDING is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Tyrone, Georgia, a municipal corporation of the State of Georgia, acting by and through its governing authority, hereinafter the “Town,” and Dogwood Church, Inc., a domestic non-profit corporation of the State of Georgia, acting by and through its governing authority, hereinafter “Dogwood Church,” the Town and Dogwood Church may sometimes collectively be referred to as the “Parties,” for the purpose of facilitating the placement of a multi-use path across the premises of Dogwood Church, hereinafter the “MOU.”

### WITNESSETH:

WHEREAS, the Mayor and Council for the Town is the duly organized governing authority for the Town; and

WHEREAS, the group of named officers of Dogwood Church is the duly organized governing authority for Dogwood Church; and

WHEREAS, the Town has determined to identify the location of a multi-use path which will connect the path at Farr Road and Dogwood Trail to the northern limits of the City of Peachtree City, Georgia, hereinafter “PTC;” and

WHEREAS, Dogwood Church owns property bounded on the north by Dogwood Trail and on the south by the northern limits of PTC; and

WHEREAS, the Town desires to enter into this MOU with Dogwood Church to identify a suitable location across the property of Dogwood Church to locate a multi-use path for the traveling public to use between the jurisdiction of the Town and the jurisdiction of PTC; and

WHEREAS, Dogwood Church desires to cooperate with the Town to identify the location of a multi-use path to facilitate the movement of the traveling public from the jurisdiction of the Town to the jurisdiction of PTC.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Town and Dogwood Church hereby agree as follows:

1.

Dogwood Church, formerly known as Braelinn Baptist Church, Inc., owns five (5) parcels of property situated geographically, generally, between Dogwood Trail to the north, and PTC to the south. The property is identified by the following Tax Parcel I.D. Numbers: 0729035 (main campus); 0729017; 0729018; 0729019; and 0729020, the “Church Property.” The combined area of the Church Property is just less than 100 acres. Dogwood Church has significant improvements on its main campus. Dogwood Church and Tyrone agree that the location of the multi-use path will be on that part of the Church Property which will minimize the conflict between the uses currently on the Church Property and the multi-use path.

2.

The Town and Dogwood Church agree that the users of the multi-use path will be pedestrians, bicyclists, golf carts, and similar types of transportation conveyances that are suitable for the type of multi-use path envisioned by the Town and Dogwood Church. The

location of the multi-use path will be of sufficient width to allow the safe travel for multiple users of the path simultaneously. Any improvement necessary for facilitating the use of the multi-use path by the traveling public will be undertaken and maintained by the Town.

Dogwood Church agrees that it will convey a permanent easement to the Town for that area identified for the multi-use path on the Church Property in recognition of the Town's duty and responsibility to improve the area for the multi-use path and to maintain the multi-use path in perpetuity.

3.

This MOU sets out the general parameters of the relationship between the Town and Dogwood Church. As diligent efforts are further pursued in the identification of the location for the multi-use path, the Town and Dogwood Church will enter into an agreement to better clarify the relationship between the Parties as to the improvement and maintenance of the multi-use path. The Town and Dogwood Church agree that time is of the essence and the identification of the location of the multi-use path will occur accordingly.

4.

This MOU will remain in effect for one year from the date first above written to allow sufficient time for the Parties to satisfy the purpose of this MOU.

[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, we set our hands and seals on the date first above written.

TOWN OF TYRONE, GEORGIA

(SEAL)

By: \_\_\_\_\_  
ERIC DIAL, Mayor

ATTEST:

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

DOGWOOD CHURCH, INC.

(SEAL)

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**COUNCIL AGENDA ITEM COVER SHEET****Meeting Type:** Council - Regular**Meeting Date:** November 17, 2022**Agenda Item Type:** Consent Agenda**Staff Contact:** Sandy Beach

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

2023 Employee Benefit Package

**BACKGROUND:**

The Town of Tyrone has received the benefit renewal information for our 2023 employee benefits. We also went out for bid from other companies to see what was available to us. Our health insurance increased by 26% this year. After analyzing all of the details, staff decided to stay with Anthem but switched out one of our plans for a higher \$1,500 deductible plan as another option for employees.

**FUNDING:**

Continue to pay 100% of employee coverage and 70% of employee's dependents on the same medical plan as last year, where the employee pays the difference if they choose a higher rate plan, as a way to retain employees.

**STAFF RECOMMENDATION:**

Staff recommends staying with Anthem and MetLife for 2023 employee benefits, but switching last year's middle health plan to a higher deductible plan which still gives the employees three options.

**ATTACHMENTS:**

2023 Benefits Renewal Booklet From MSI

**PREVIOUS DISCUSSIONS:**

None



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:**

**Meeting Date:** 11/17/2022

**Staff Contact:** Lynda Owens

**Agenda Section:** Consent

## Staff Report:

**Item Description:**

Approval of ACTION PACKED PARTIES contract

**Background/History:**

Rentals for this year 's Town Tree Lighting Celebration on November 27<sup>th</sup>.

**Findings/Current Activity:** Rental pending signed contract

**Is this a budgeted item?** Yes **If so, include budget line number:** 100-60-53.1005

**Actions/Options/Recommendations:** Contract approval

Staff recommends approval of the contract.

**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Tyrone, Georgia, hereinafter called “Town” and Action Packed Parties, LLC, hereinafter called “Contractor”.

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

**Section 1. Scope of Lease**

Contractor shall lease to the Town the following equipment (hereinafter the “Equipment”) for an event to be held at Shamrock Park in the Town of Tyrone on November 27, 2022, from 2:00 p.m. through 7:00 p.m.:

1. 20’ Polar Plunge Dry Slide;
2. 3D Frozen Dry 5A;
3. Snow Globe;
4. Snowman Dancing Dome (Bin 48-A-2) 1D;
5. Three (3) Generators (incl. up to 4 hrs. of gas for each);
6. Snowy the Snowman (includes 4 hours of snow solution); and
7. Christmas Cottage 1E.

Contractor shall deliver the Equipment between 6:00 a.m. and 1:00 p.m. and pick up the Equipment following the event after 7:00 p.m.

**Section 2. Payment**

As payment for the provision of the services described in Section 1 above, the Town shall pay to the Contractor the amount of \$3,392.00. A non-refundable down payment in the amount

of \$1,696.00 shall be paid at the time of the execution of this Agreement. The remainder shall be payable upon delivery and set-up of the Equipment at the location described in Section 1 above. If the Town cancels for any reason, the down payment shall be forfeited.

### **Section 3. Insurance**

During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the contractor shall provide and maintain the following coverage and limits:

**General Liability** – The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

**Automobile Liability** – The Contractor shall provide and maintain Automobile Liability Coverage at a rate of no less than \$1,000,000 each accident for any automobile used in the performance of the Work.

Providing and maintaining adequate insurance coverages is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of Georgia. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in Georgia. The Contractor shall, at all times, comply with the terms of such insurance policies, and all requirement of the insurer under any such insurance policies, except as they may conflict with existing Georgia laws or this contract. The limits of coverage under each insurance policy maintained by the

Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

The policy or policies are to contain, or be endorsed to contain, the following provisions:

- (a) Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions; and
- (b) Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

#### **Section 4. Indemnification**

To the extent allowed by law, the Town agrees that it will indemnify and hold free and harmless Contractor from any and all claims or action, if caused by Town, for personal injury, sickness, or disease. Town will pay any and all judgment decrees, cost, including attorney's fees, which may be rendered against Contractor if those injuries, sicknesses, or diseases are judged to have been caused by Town. Contractor agrees that they will indemnify and hold harmless Town from any and all claims or actions caused in whole or in part by Contractor, its employees, agents, or assigns for any personal injury, sickness, or disease. Contractor will pay any and all judgments, costs, including attorney's fees, which may be rendered against Town as a result of said claims or actions aforementioned.

#### **Section 5. Subcontracting**

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

**Section 6. Governing Laws and Venue**

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia. Any disputes that arise under this contract shall be subject to the jurisdiction of the courts of Fayette County, Georgia and the United States District Court for the Northern District of Georgia, as applicable.

[SIGNATURES FOLLOW ON NEXT PAGE]



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

TOWN OF TYRONE, GEORGIA

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

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

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

(SEAL)  
Attest:

\_\_\_\_\_  
Name:\_\_\_\_\_  
(Please Print)

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

ACTION PACKED PARTIES, LLC:

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

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

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

\_\_\_\_\_

(SEAL)  
Attest:

\_\_\_\_\_  
Name:\_\_\_\_\_  
(Please Print)

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



PLANNING DATE
N/A
COUNCIL DATE
11/17/2022

# STAFF REPORT

## PREPARED BY:

Devon Boullion, Environmental Specialist  
dboullion@tyrone.org | (770) 881-8320

Section VIII, Item 5.

### DOCKET/APPLICATION #

22TYR-VAR0002

### APPLICANT

EastGroup Properties, LP

### ADDRESS/PARCEL #

Parcel 0726 068

## SUMMARY/OVERVIEW

Applicant EastGroup Properties, LP has submitted a petition for a stream buffer variance at Parcel 0726 068 for the three existing intermittent streams in two locations along the eastern property line. The purpose for this variance request is to fulfill a condition of the Stream Buffer Protection Ordinance's land development requirements.

The variance request consists of stream buffer and setback encroachments in two locations affecting approximately:

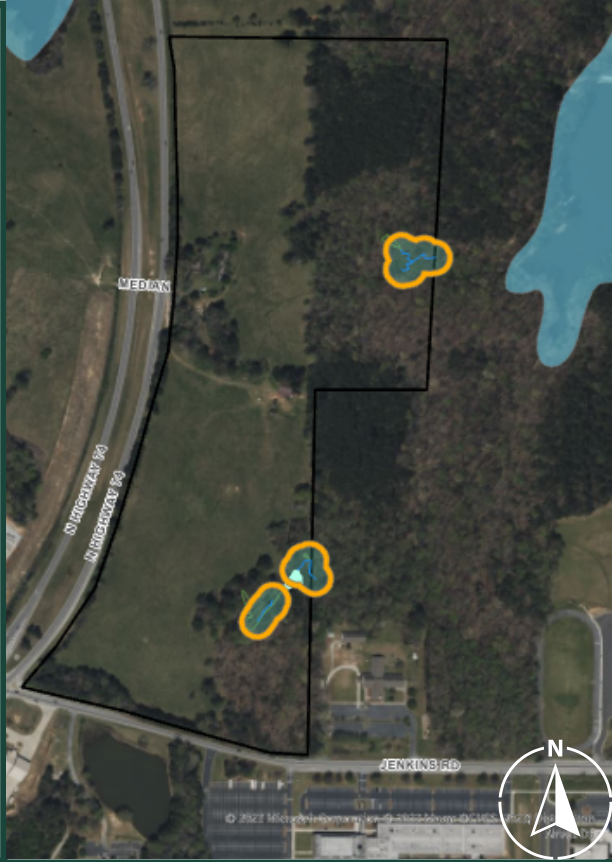
- 457 linear feet of intermittent stream.
- 51,656 square feet of disturbance within the Town's 50' undisturbed stream buffer.
- 18,164 square feet of impervious surfaces in the Town's 25' impervious surface setback.

Council's decision to grant or deny the proposed variance is based in determining compliance with local land development regulations. Council's determination is necessary prior to Town staffs' environmental and engineering reviews of the final site plan and construction authorization. Review and approval of proposed wetland and stream encroachments under the jurisdiction of state and federal regulatory agencies will be necessary prior to construction authorization by the Town. It should be noted that the state and federal requirements and permits are reviewed using a different legal standard than the applicable local standards.

EastGroup Properties, LP is requesting a variance consistent with the description for this petition matching the proposed encroachments in exhibit B prepared for the proposed "EastGroup - Highway 74 Business Tech Park" development.

## STAFF DETERMINATION

Variance applications may be granted on a case-by-case basis if the Applicant submits information showing the location of the stream, the extent of encroachment, and documentation of the extreme hardship which would arise should the buffer be maintained. The Town must remain consistent in their findings of extreme hardship and consideration of long-term impacts in order to justify granting variances. The location and extent of buffer encroachment, long-term water quality impacts, potential, less intrusive alternate designs, and proposed mitigation measures are additional factors to weigh when hearing a stream buffer variance request.



EXISTING WATER FEATURES	GROUNDWATER RECHARGE AREA	PROPERTY ACREAGE	PROPOSED DISTURBED ACREAGE	PROPOSED TOWN STREAM BUFFER AND SETBACK ENCROACHMENT	PROPOSED IMPERVIOUS SURFACE AREA	DRINKING WATER SUPPLY WATERSHED
3 intermittent streams 1 pond Wetlands	Yes	60.9	59.5 (97.7% total site area)	<b>Buffer</b> - 1.19 acres <b>Setback</b> - 0.42 acres (<2.7% total site area)	37.04 acres 60.8% impervious area	Whitewater Creek

### ORDINANCE APPLICABILITY

*Subpart B, Chapter 105, Article IV - Stream Buffer Protection*  
**Sec. 105.92(a) - Land development requirements.**  
(a) Buffer and setback requirements. All land development activity subject to this article shall meet the following requirements:  
1. An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks (as applicable) of the stream as measured from the top of the stream bank.  
2. An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.

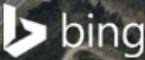
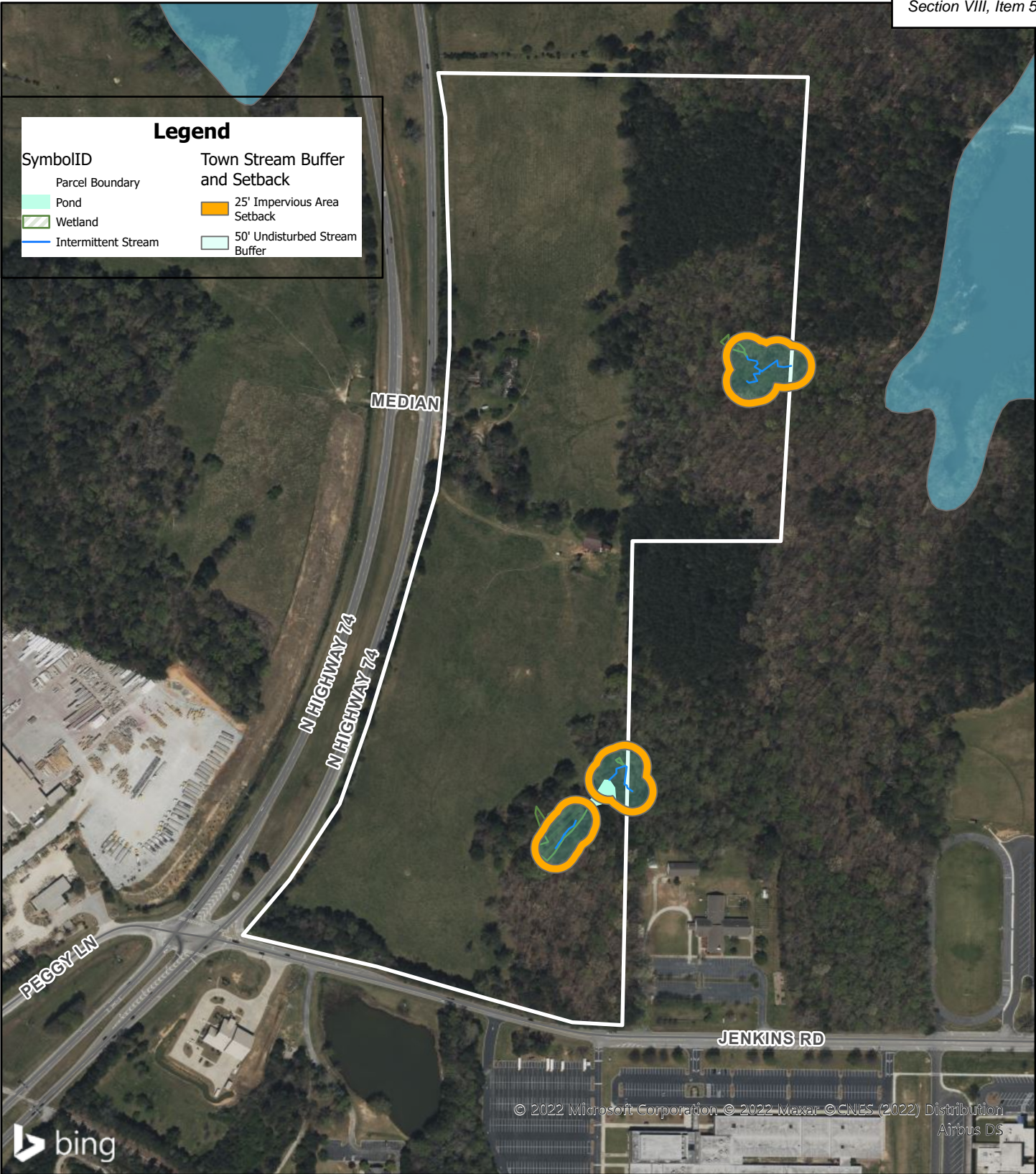
### VARIANCE REQUIREMENTS

*Subpart B, Chapter 105, Article IV - Stream Buffer Protection*  
**Sec. 105.92 - Variance procedures.**  
(3) Variances will be considered only in the following cases:  
a. When a property's shape, topography or other physical conditions existing at the time of the adoption of the ordinance from which this article is derived prevents land development unless a buffer variance is granted.  
b. Unusual circumstances where strict adherence to the minimal buffer requirements in the article would create an extreme hardship.

## ORDINANCE COMPATABILITY & STREAM IMPACT CONSIDERATIONS

- 1. Would a strict adherence to the minimal buffer requirements create extreme hardship?** Strict adherence to the minimal buffer requirements would reduce buildable area on the site. It would prevent the applicant from utilizing the areas of the property included in the stream buffers and impervious area setbacks to the extent proposed in the applicant's petition. Strict adherence to the minimal buffer requirements would require the applicant to re-configure the conceptual site development plan, which was prepared as a supplemental document for the purposes of a re-zoning petition. The determination of fact on this matter (would adherence to the minimal buffer requirements create an extreme hardship) can only be made by the Town Council. Council's determination of fact is a threshold issue; the variance can only be considered if the Council first determines that strict adherence to these buffer requirements creates an extreme hardship.
- 2. Are there extraordinary, exceptional, or peculiar conditions pertaining to the particular piece of land in question which are not applicable to other properties with similar requirements?**  
This piece of property is similar to other large, undeveloped properties throughout Tyrone. Compared to properties of a similar size in Tyrone, this property has neither an exceptional or peculiar number of water features, nor a proportion of the property's total acreage that would be considered unbuildable per the Town's ordinances.
- 3. Would literal interpretation of this chapter deprive the applicant of any rights that others with similar site conditions are afforded?** The literal interpretation of this ordinance would not deprive the applicant of any rights afforded to others with similar site conditions. The Town's Stream Buffer Protection ordinance was adopted by the Town Council in 2007 -- the buffer and setback requirements outlined in the ordinance have since been applied to similar proposed land development activities on similar sites. Council's decision to grant or deny the requested variance will be viewed as precedent by future petitioners seeking stream buffer variances for proposed developments on properties with similar site conditions.
- 4. The unusual conditions and circumstances are not a result of any actions of the applicant.** It should be noted that a conceptual development plan is not a final site plan submittal. Final site plans are subject to review by the Town's Technical Review Committee (TRC) for compliance with all local development and environmental regulations. This conceptual development plan was not subject to reviewed by the TRC and staff's denial for the purpose of a re-zoning petition would have been improper. Approval of a conceptual development plan does not guarantee or constitute approval of a final site plan. Adherence to minimum stream buffer requirements and zoning buffer requirements is not considered an unusual condition or circumstance. The required construction of a multi-use path is an unusual condition. With appropriate alternative site design, however, the path could be incorporated into the plans in a manner that would not require a local stream buffer variance request.
- 5. Whether alternative designs are possible which require less intrusion or no intrusion.** Alternative site designs that require no or less intrusion are possible but would require a reduction in the buildable area on-site. The applicant has not provided an alternative site plan. Applicant stated that the business park and multi-use path, as proposed and approved in the conceptual development plan, would be undevelopable without the use of the existing stream areas as shown in the variance petition, exhibit B.
- 6. Relief if granted would not be injurious to the public health, safety, environment, and general welfare or impair the purposes and intent of these regulations.** The purpose of this regulation is to protect public health and safety, the environment, and general welfare; to minimize public and private losses due to erosion, siltation and water pollution; and to maintain stream water quality by: (1) Creating buffer zones along the streams of the town for the protection of water resources; and (2) Minimizing land development within such buffers by establishing buffer zone requirements and requiring authorization for any such activities. Regarding the purposes and intents of these regulations, granting of variance requests, though allowed by ordinance, should be kept to a practicable minimum to protect water quality, provide for infiltration of stormwater runoff, preserve wildlife habitats, scenic value, recreation value, and minimize flood risks from future developments.
- 7. The long-term and construction water-quality impacts of the proposed variance and whether issuance of the variance is at least as protective of natural resources and the environment;** In addition to adherence to the Town and state minimum standards for construction and post-construction stormwater management, the applicant proposed additional green infrastructure (infiltration) practices, namely bioretention areas and enhanced filter strips, as on-site mitigation measures. Based on a preliminary staff review, the engineering practices proposed for the site appear to satisfy best engineering practices and standards. While proposed mitigation measures are a factor, the cumulative impact on local watersheds should be taken into consideration. These best engineering practices are only intended to minimize (or mitigate) the impacts associated with the creation of impervious surface areas and encroachment in stream buffers; they are not purported or intended to eliminate the environmental impacts associated with land development.





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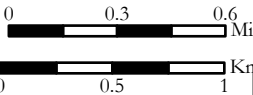


**Parcel 0726 068**

Streams with Town buffers and Setbacks.  
Also includes wetlands and ponds locations..

**2022**

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere



# **EXHIBIT A**

## *Applicant Narrative*

# HIGHWAY 74 TECHNOLOGY PARK & STUDIO

60.9 acres, Light Industrial (M-1 PIP)

Supplemental for Variance Application

November 2, 2022

## Executive Summary:

On October 14, 2022 EastGroup Properties purchased 60.9 acres located along the east side of Highway 74 between Sandy Creek Road and Jenkins Road. On August 18, 2022 EastGroup received unanimous approval from Town Council of our development plan for a 5-building, 738,882 square foot business technology park and studio. With this application, we are requesting a local stream buffer variance that is required to construct our previously approved development plan.

As stated in the July 28, 2022 rezoning narrative submitted to Town Council as part of the rezoning approval, “[EastGroup’s] stream buffer impacts will comply with all permitting requirements from the appropriate jurisdictions.” Our 3<sup>rd</sup> party environmental consultant, Contour Environmental, submitted a stream buffer variance to the Army Corps of Engineers on October 5th, 2022. It should be noted that this local variance request herein is identical to the state/federal variance request and consistent with what is typically approved for similar developments in Fayette County and other municipalities in which EastGroup invests.

## Hardships:

The hardships warranting this request include:

1. **Both EastGroup and the Town of Tyrone desire a multi-use path along the eastern property line, and such multi-use plan is unbuildable without the proposed variance.** Integrating the multi-use path, which was a condition of development plan approval, creates a vast majority of the grading needed within the streams and buffers along the eastern property line.
2. **EastGroup’s development plan that was approved by the Town of Tyrone would be unbuildable without the proposed variance.** Specifically, 2 of the 5 buildings cannot be built as planned without the variance, which would reduce building square footage by as much as 150,000 square feet (equivalent to a \$20,000,000 loss of value and meaningful reduction of future jobs and tax revenue). This reduction in the planned development size

would restrict our ability to provide the enhanced architectural building design facing Highway 74.

3. The **site coverage is already limited** in size by the 20', 50' & 100' zoning buffers required on the eastern and western side of the property. Specifically, the 100' zoning buffer, 50' multi-use easement, and the landscaped buffer take up more than 10% of the entire site. Layering on stream buffers further negatively impacts site coverage.

### **Proposed Mitigation:**

**EastGroup is providing more on-site mitigation using green infrastructure than it is disturbing within the 50' undisturbed local buffer.** In addition, we have already agreed to provide the landscape berm and multi-use path that approximate 133,000 square feet.

To mitigate the proposed stream and wetland impacts, EastGroup will:

1. Install **30,605 square feet of bioretention areas** to be planted with native vegetation.
2. Install **vegetated filter strips** along the shoulders of the multi-use path that will provide treatment of the runoff produced by the impervious surface of the path. This would improve the post-developed condition of the path's runoff. The grass chosen for the filter strips will improve the visual aspects of the multi-use path that we hope will service many residents of the Town of Tyrone.
3. EastGroup will **contribute monetarily** (approximately \$600,000) to an environmental mitigation fund that will improve environmental conditions off-site as required by the Army Corps of Engineers.

In conclusion, EastGroup remains committed to partnering with the Town of Tyrone. Approval of the proposed variance will allow EastGroup to construct a multi-use path for the Town of Tyrone and its citizens, which will expand connectivity of existing Town infrastructure. Such variance approval will also allow EastGroup to complete the development plan unanimously approved by the Town Council, and one that will be planned with the highest-quality architectural and landscape standards to further enhance the Town's Community Gateway.

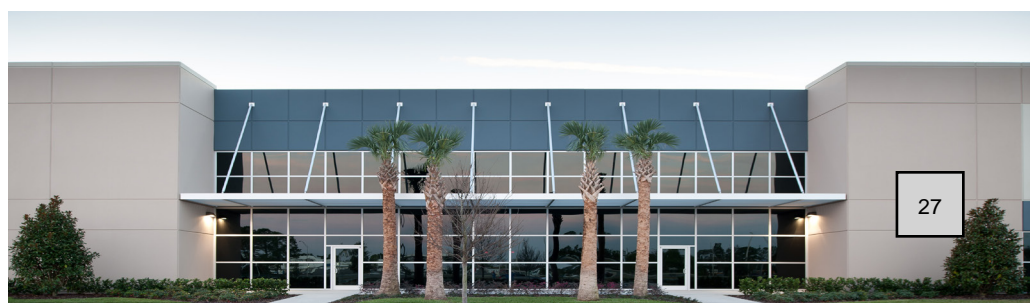


# EASTGROUP

P R O P E R T I E S



## TOWN OF TYRONE BUSINESS TECH PARK & STUDIO







Gateway Commerce Park  
Miami, Florida







# Horizon Commerce Park

## Orlando, Florida







# Steele Creek Commerce Park

## Charlotte, North Carolina



# **EXHIBIT B**

## *Applicant Site Maps*





TEL770.452.7849 FAX770.452.0086  
2951 FLOWERS ROAD SOUTH, STE 119  
ATLANTA, GEORGIA 30341  
WWW.EBERLY.NET

LAND PLANNING  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE

PROJECT:  
**EASTGROUP - HIGHWAY 74  
BUSINESS TECH PARK**  
LAND LOT 110 & 115  
7TH DISTRICT  
FAYETTE COUNTY, GEORGIA  
STATE HIGHWAY 74

REVISIONS:

09/26/2022 LDP SUBMIT

VARIANCE EXHIBIT

SCALE: 1" = 80'  
DATE: 09/26/2022  
DRAWN BY: J. LNEY  
PROJECT MANAGER: JOHANNA PATRICK, P.E.  
QA/QC CHECK: WESLEY REED, P.E.

PROJECT NO.

22-041

SHEET NO.

C3.0

NOT ISSUED FOR  
CONSTRUCTION

SITE/VARIANCE INFORMATION

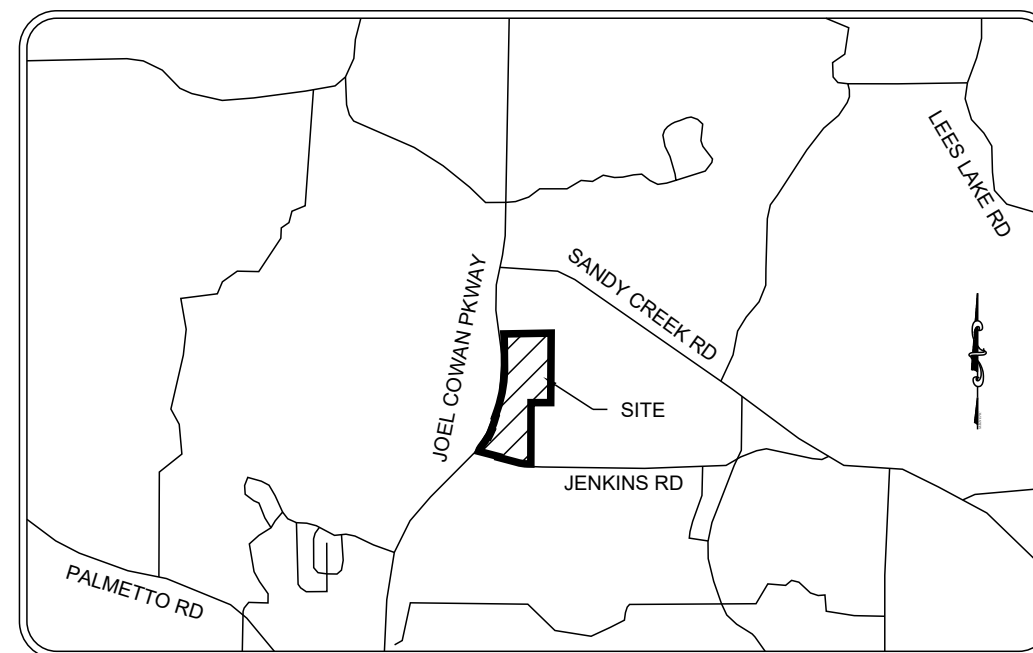
- TOTAL SITE = 2,652,892 SF
- 100' ZONING BUFFER, 50' MULTI-USE EASEMENT AND LANDSCAPED BUFFER = 290,948 SF (6.7AC or 10% OF TOTAL SITE AREA)
- 75' NON-IMPERVIOUS STREAM BUFFER DISTURBANCE = 18,164 SF
- 50' UNDISTURBED STREAM BUFFER DISTURBANCE = 51,656 SF
  - 24,023 SF OF THE 50' BUFFER DISTURBANCE PROVIDED IS THE 25' STATE BUFFER AREA
- V.S.
- PROPOSED AREAS OF STORMWATER RECHARGE/MITIGATION AREAS = 63,635 SF
- STORMWATER WET EXTENDED DETENTION PONDS = 136,268 SF

**TAKEAWAY: ON-SITE MITIGATION WITH GREEN INFRASTRUCTURE EXCEEDS DISTURBANCE OF 50' UNDISTURBED LOCAL BUFFER (IN ADDITION TO EASTGROUP'S OFF-SITE MITIGATION APPROXIMATING \$600,000)**

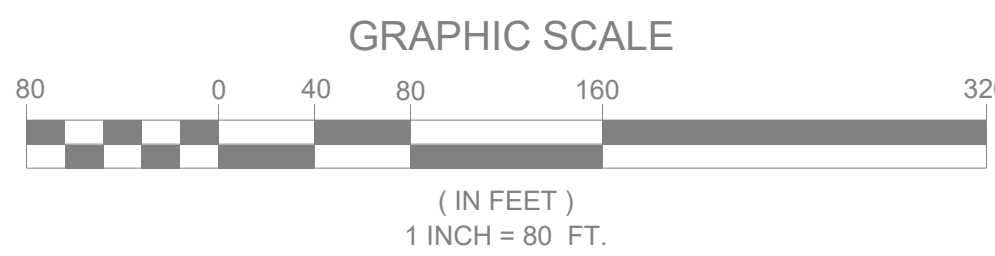
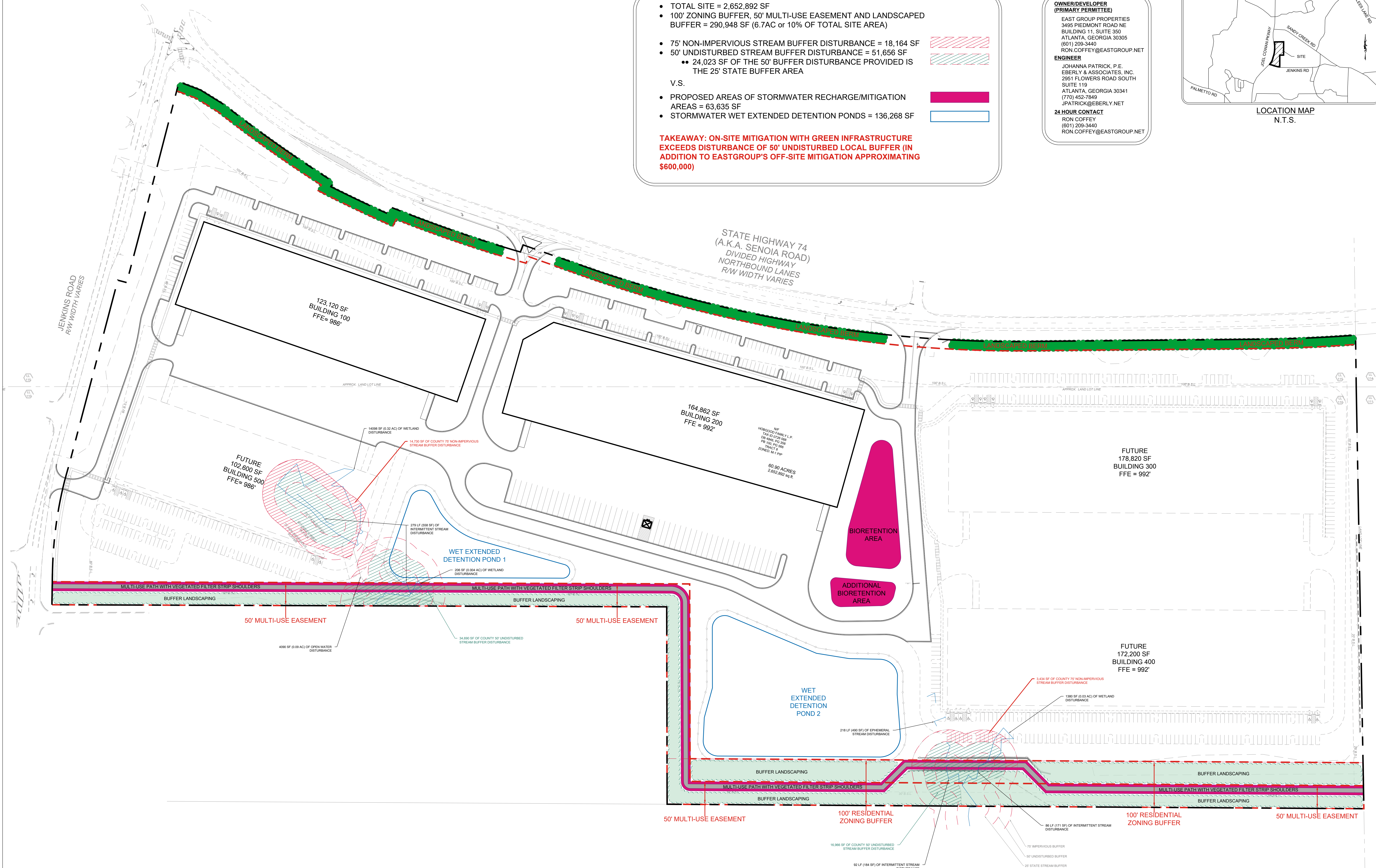
**OWNER/DEVELOPER  
(PRIMARY PERMITTEE)**  
EAST GROUP PROPERTIES  
3495 PIEDMONT ROAD NE  
BUILDING 11, SUITE 350  
ATLANTA, GEORGIA 30305  
(601) 209-3440  
RON.COFFEY@EASTGROUP.NET

**ENGINEER**  
JOHANNA PATRICK, P.E.  
EBERLY & ASSOCIATES, INC.  
2951 FLOWERS ROAD SOUTH  
SUITE 119  
ATLANTA, GEORGIA 30341  
(770) 452-7849  
JPATRICK@EBERLY.NET

**24 HOUR CONTACT**  
RON COFFEY  
(601) 209-3440  
RON.COFFEY@EASTGROUP.NET



LOCATION MAP  
N.T.S.







# Georgia Stormwater Management Manual

## Stormwater Quality Site Development Review Tool

### Version 2.2

Section VIII, Item 5.

#### General Information

Name of Developer:	East Group Properties	Date Submitted:	9/29/2022
Development Name:	HWY 74 - Business Tech Park	Permit Number:	
Site Location / Address:	Jenkins Road & GA-74	Developer Contact:	
	Tyrone, GA	Phone Number:	
		Name of Engineer(s):	Johanna Liney - Eberly & Associates
Development Type:	Light Industry	Maintenance Responsibility:	

#### Site Summary

Total Pre-Development Area (ac): 61.74  
 Total Post-Development Area (ac): 61.74  
 Total Treated Area (ac): 56.79  
 Total Untreated Area (ac): 4.95

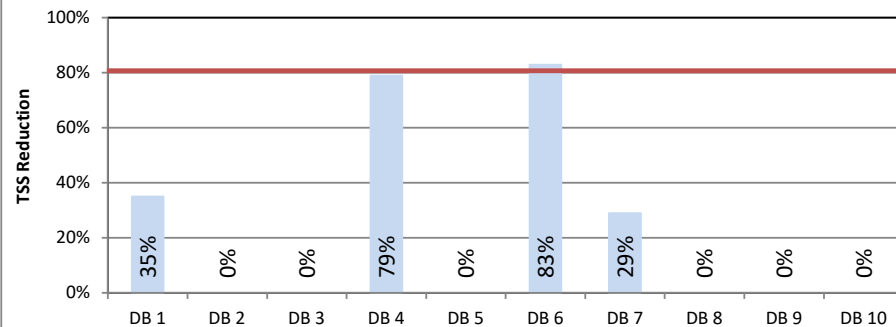
		I (ac)	P (ac)	CA (ac)
Basin 1	DB 1	0.03	0.42	0.00
Basin 2	DB 2	0.00	0.75	0.00
Basin 3	DB 3	0.09	0.59	0.00
Basin 4	DB 4	11.08	5.45	0.00
Basin 5	DB 5	0.00	0.09	0.00
Basin 6	DB 6	25.77	15.75	0.00
Basin 7	DB 7	0.07	1.46	0.00
Basin 8	DB 8	0.00	0.19	0.00
Drainage Basin 9	DB 9	0.00	0.00	0.00
Drainage Basin 10	DB 10	0.00	0.00	0.00
TOTAL		37.04	24.70	0.00

I = Impervious Area, P = Pervious Area, CA = Conservation Area

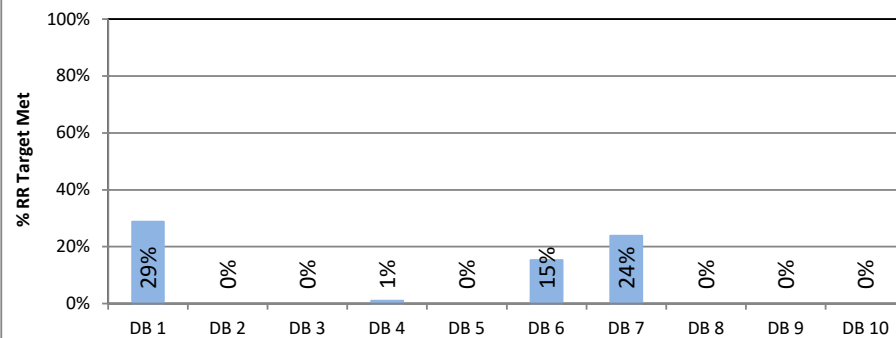
Target Runoff Reduction Volume Achieved? **No**  
 Target TSS Removal Achieved? **Yes**

Total Target Runoff Reduction Volume (cf) 132,215  
 Runoff Reduction Volume Achieved (cf) 14,603  
 Total Target Water Quality Volume (cf) 158,659  
 % TSS Removal Achieved 81%

Total Suspended Solids (TSS) Removal



Runoff Reduction (RR)



#### Official Use Only

Tracking #: \_\_\_\_\_  
 Reviewed By: \_\_\_\_\_  
 Date Approved: \_\_\_\_\_

Conditions of Approval: \_\_\_\_\_

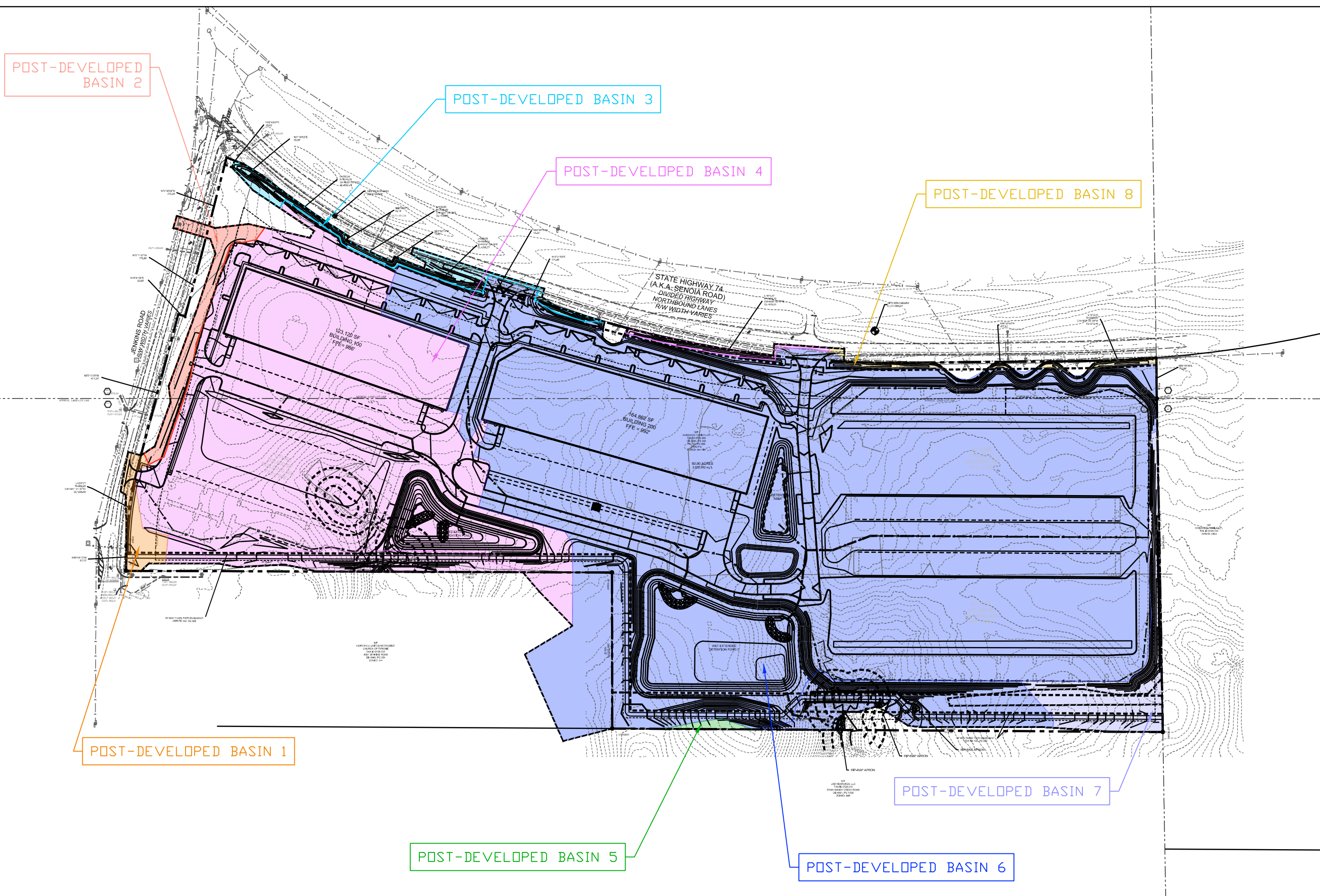


▼  
LAND PLANNING  
▼  
CIVIL ENGINEERING  
▼  
LANDSCAPE ARCHITECTURE

[illegible]

SCALE:	1"= 250'
DATE:	XX/XX/XX
DRAWN BY:	PROJ ENG
PROJECT MANAGER: JOHANNA PATRICK, P.E.	
QA/QC CHECK:	XXXX

HY2.0



# **EXHIBIT C**

## *Application & Supporting Documentation*



**TOWN OF TYRONE**  
**APPLICATION FOR A VARIANCE**

**PETITION TO THE TOWN OF TYRONE PLANNING COMMISSION AND TOWN COUNCIL  
REQUESTING A VARIANCE**

**APPLICATION FOR VARIANCE MUST BE FILED BY THE PROPERTY OWNERS OR BY THE  
AUTHORIZED AGENT OF THE PROPERTY OWNERS**

Variance requests require a total of two (2) public hearings one by the Planning Commission (4th Thursday of the month) and another public hearing by the Town Council. (3rd Thursday of the month) Public hearings are at the Tyrone Town Hall.

**VARIANCE APPLICATION FILING FEES - \$125.00**  
**ADMINISTRATIVE VARIANCE- \$50.00**

Application filing fees may be refunded ONLY when an application request is withdrawn in writing by the applicant PRIOR TO placement of the legal advertisement for said public hearing request (at least 15 days before scheduled Planning Commission public hearing)

All applications must be submitted online. Submission instructions can be found on the Town's website.

# CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED FOR VARIANCE REQUEST

*(All application/documentation must be complete at the time of application submittal or the application will not be accepted)*

- ☒ 1) Application form and all required attachments, completed, signed, and notarized( if applicable).
- ☒ 2) Latest **recorded** Warranty Deed, including legal description of the boundaries of the subject property including total acreage.
- ☒ 3) One digital copy of the Plat of property, drawn to scale with accurate dimensions, with the following indicated:
  - ☒ a) Location and size of existing structures( principal and accessory) and improvements on the parcel, including type( residential, non residential), floor area, building height , and accessory uses, Structures to be removed must be indicated and labeled as such unless demolition or removal will occur prior to applying for a building permit.
  - ☒ b) Minimum setbacks form all property lines of subject property required in the zoning district.
  - ☒ c) Location of all existing and proposed easements and streets on or adjacent to the subject property, indicating width of right- of -way, type and width of existing and proposed easements and centerline of streets
  - ☒ d) Location and dimensions of exits/entrances to the subject property .
  - ☒ e) Location of well or water lines.
  - ☐ f) Existing septic tank and drain field location, and replacement area
  - ☐ g) Approximate location and elevation of the 100-year flood plain (if applicable).
  - ☒ h) On site storm water facilities to include detention or retention facilities,
  - ☒ i) Parking locations, approximate number of parking spaces, area for parking bay and aisle dimensions.
  - ☒ j) Landscaped areas and buffers or tree save areas, to include width, general extent and type of materials.
  - ☒ k) Application filing fee

# APPLICATION FOR VARIANCE

PROPERTY OWNERS: East Group Properties

MAILING ADDRESS: 3495 Piedmont Road NE, Building 11, Suite 350, Atlanta, GA 30305

PHONE: 404-301-2670 FAX: \_\_\_\_\_

AGENT FOR OWNERS: Eberly & Associates

MAILING ADDRESS: 2951 Flowers Road South, Suite 119, Atlanta, GA 30341

PHONE: 770-452-7849 FAX: \_\_\_\_\_

PROPERTY LOCATION: LAND LOT 110, 111, 114, 115 LAND DISTRICT 7th PARCEL \_\_\_\_\_

TOTAL NUMBER OF ACRES OF SUBJECT PROPERTY: 60.90

ZONING DISTRICT: M-1 ZONING OF SURROUNDING PROPERTY 0726 068

PRESENT USE OF SUBJECT PROPERTY: Light Industrial

PROPOSED USE OF SUBJECT PROPERTY: \_\_\_\_\_

*(THIS AREA TO BE COMPLETED BY STAFF):*

**PETITION NUMBER:** \_\_\_\_\_

☐ Application Insufficient due to lack of:

\_\_\_\_\_

☐ Application and all required supporting documentation is Sufficient and Complete.

By Staff \_\_\_\_\_ Date \_\_\_\_\_

Date of Planning Commission Hearing: \_\_\_\_\_ Date of Town Council Hearing

: \_\_\_\_\_

Received from \_\_\_\_\_ a check in the amount of \$ \_\_\_\_\_

For Application filing fee.

Date Paid: \_\_\_\_\_ Receipt # \_\_\_\_\_ Taken By \_\_\_\_\_

**PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM**

Section VIII, Item 5.

(Application requires authorization by ALL property owners of subject property)

Name(s) of All Property Owners of Record found on the latest recorded Warranty Deed for the subject property  
EastGroup Properties, LP

Please Print Names

Property Tax identification Number(s) of Subject Property: 0726 068

(I am) (We are) the sole owner(s) of the above –referenced property requested to be rezoned. Subject property is located in the Land Lot(s) 110, 111, 114, 115 of the 7<sup>th</sup> District, and (if applicable to more than one land district) Land Lot(s) of the \_\_\_\_\_ District, and said property consists of a total of \_\_\_\_\_ acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I)(We) hereby delegate authority to \_\_\_\_\_ act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning, which may be imposed by the Board.

(I)(We) certify that all of the information field with this application including written statements or showing made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

*Tom Coffey*  
Signature of Property Owner 1

3495 Piedmont Road, Building 11, Suite 350 Atlanta, GA 30305

Address

Signature of Property Owner 2

Address

Signature of Property Owner 3

Address

Signature of Property Owner 4

Address

*Cristin Branyon*  
Signature of Notary Public

October 28, 2022

Date

Signature of Notary Public

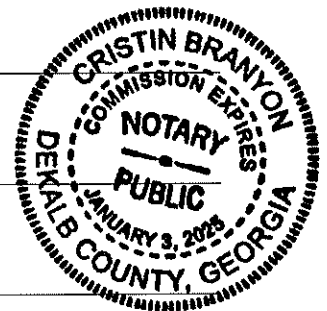
Date

Signature of Notary Public

Date

Signature of Notary Public

Date



TOWN OF TYRONE  
REZONING, VARIANCE, SPECIAL EXCEPTION APPLICATION

The undersigned, making application for rezoning, variance, or special exception, has complied with the Official Code of Georgia Section 36-64A01, et seq., Conflict of interest in Zoning Actions and has submitted or attached the required information on the forms provided

Ron Coffey  
Signature of Owner

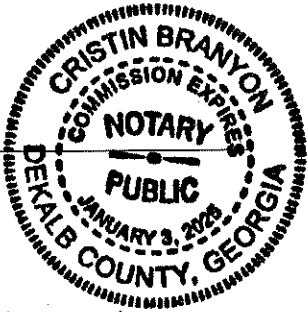
Ron Coffey-Construction Manager  
Type or Print name and title

\_\_\_\_\_  
Signature of Owner's  
Attorney or Representative

\_\_\_\_\_  
Type or Print name and title

Cristin Branyon  
Notary Public

\_\_\_\_\_  
Seal and expiration date



DISCLOSURE OR CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign, contributions aggregating \$ 250.00 or more to a member of the Tyrone Planning commission or member of the Tyrone Town Council?

☐ Yes      ☒ No      Ron Coffey  
Signature of Applicant

If the answer is yes, please complete the following section

Name and Official Position of Government Official	Contributions( List all which aggregate to \$250.00 or more)	Date Contribution was made. (within the last 2 years)

Attach additional sheets if necessary to disclose or describe all contributions

Petition      Date Received:

## VARIANCE INFORMATION

Section VIII, Item 5.

Complete the chart below with the information pertaining to each request . If there are more than three (3) variances requested, please provide the information on a separate sheet of paper.

Ordinance/Section Subpart B, Chapter 105, Article IV, Section 105.92 (a)

### Variance Summary

Provide a detailed and specific summary of each request. If additional space is needed, please attach a separate sheet of paper.

The proposed variance consists of disturbance within the Town of Tyrone's issued stream buffer for the existing water features located on the subject property. The disturbance would be located within the 50' non-disturbed and 75' non-impervious buffers of three existing Intermittent streams that are located in two locations along the eastern property lines. In order to provide a replacement of the water features being mitigated, we are proposing multiple stormwater recharge areas, that were not contemplated at the time of rezoning approval: two bioretention areas (total 30,605SF), and significant enhanced filter strips along the shoulders of the multi-use path. The bioretention areas are upstream of the wet extended detention ponds to increase treatment of the stormwater to contribute to the runoff reduction, while the ponds provide Water Quality & Channel Protection provided per the Georgia Stormwater Management manual. The enhanced filter strips are to be installed along the multi-use path to provide treatment of the runoff produced by the impervious surface of the path. The runoff from the path flows directly to both existing stream areas, so the filter strips would improve the post developed condition of the path's runoff. The grass chosen for the filter strips will improve the visual aspects of the multi-use path that we hope will service many residents of the Town of Tyrone.

### Justification of Request

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography.

See attached supplemental memorandum for description of hardships.

2. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.

See attached supplemental memorandum for description of hardships.

3. Such conditions are peculiar to the particular piece of property involved.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations;

If relief from Code section 105.92 (disturbance within the County regulated 50' non-disturbed buffer & 75' non-impervious buffer) was granted this would not cause any detriment to the public. Relief would not cause substantial detriment to the public good. Granting the variance will contribute to public good by allowing for the construction of a multi-use path used by the citizens of the Town of Tyrone. In addition, EastGroup is providing more on-site mitigation than it is disturbing (aside from the \$600,000 in off-site mitigation). See attached narrative for more information.

5. A literal interpretation of this Ordinance would deprive the applicant of any rights that others in the same Zoning district are allowed.

Section VIII, Item 5.

6. Provided that the Commission may impose or require such additional restrictions and standards as may be necessary to protect the health and safety of workers and a residents in the community, and to protect the value and use of property in the general neighborhoods; and provided that wherever the Commission shall find, in the case of any permit granted pursuant to the provisions of these regulations, that any or the terms, conditions, or restrictions upon which such permit was granted are not being complied with, said Commission shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a hearing. In exercising the above powers, the Commission shall not consider any nonconforming use of neighboring lands. Structures or buildings in the same zoning district, and no permitted use of lands, structures, or buildings in other zoning districts as grounds for issuance of variance.

I acknowledge that I understand item 6.

  
Applicant Signature

10.28.2022  
Date



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** November 17, 2022

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

---

### STAFF REPORT

**AGENDA ITEM:**

Consideration to renew the Debris Monitoring Contract with Tetra Tech, Inc.

**BACKGROUND:**

In 2021 Fayette County procured Debris Monitoring Services with Tetra Tech, Inc. As part of this procurement, the Town of Tyrone was included in the procurement to contract with Tetra Tech, Inc. for debris monitoring after storm events. Town Council approved the contract with Tetra Tech in June 2021. Under the provisions of the contract the Town may renew the contract for up to two additional one year periods. This renewal (Amendment Number 1) is for the first renewal period. There are no modifications or additions to the original contract scope and terms.

**FUNDING:**

General Fund – Public Works

**STAFF RECOMMENDATION:**

Staff recommends approval to renewal of Debris Monitoring Contract with Tetra Tech, Inc. per Amendment Number 1

**ATTACHMENTS:**

Amendment Number 1 Form

**PREVIOUS DISCUSSIONS:**

Original debris monitoring contract approval June 2021



AGREEMENT  
CONTRACT #1933-P: DEBRIS MONITOR

AMENDMENT NO. 1

THIS **CONTRACT AMENDMENT NO. 1** is by and between **TOWN OF TYRONE, GEORGIA** (hereinafter referred to as "TOWN"), and **TETRA TECH, INC.**, a (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

**WHEREAS**, TOWN has entered into a Contract for Debris Monitoring with CONTRACTOR for a period beginning on June 17, 2021 through June 30, 2022 with the option to renew the contract term for up to two (2) additional one (1) year periods;

**WHEREAS**, the TOWN and CONTRACTOR desire to exercise the first renewal option for one (1) additional year; and

NOW, THEREFORE, the parties hereby agree as follows:


1. **CONTRACT TERM.** The Contract is renewed from July 1, 2022 through June 30, 2023. All other terms and conditions remain unchanged.
2. **MODIFICATIONS.** This Contract Amendment and the Contract, taken together, constitute the final agreement between the TOWN and CONTRACTOR. Any modification of or additions to the terms of this Contract Amendment or Contract must be in writing and executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Contract Amendment on the dates written below.

**TOWN OF TYRONE, GEORGIA**

**TETRA TECH, INC.**

\_\_\_\_\_  
By:  
Title:  
Date:

  
\_\_\_\_\_  
By: Jonathan Burgiel  
Title: Business Unit President  
Date: 09/07/2022

ATTEST:  
  
\_\_\_\_\_

ATTEST:  
  
  
\_\_\_\_\_  
Marina Armanious, Contracts Representative



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** November 17, 2022

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

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### STAFF REPORT

**AGENDA ITEM:**

Consideration to purchase an Envirosight Pole Camera from Environmental Products Group.

**BACKGROUND:**

A pole camera was included in the FY 22/23 budget. The pole camera provides the staff the ability to see down pipes without having to enter confined spaces. The Envirosight Pole Camera will be purchased from Environmental Products Group through Sourcewell Contract (#120751-EVS) for \$18,784.14. The camera will include a laser measuring tool and pressurization kit.

**FUNDING:**

Enterprise Fund – Sewer Rquipment 505-43-54.2001

**STAFF RECOMMENDATION:**

Staff recommends awarding the Envirosight Pole Camera purchase from Environmental Products Group through Sourcewell for \$18,784.14.

**ATTACHMENTS:**

Product data

**PREVIOUS DISCUSSIONS:**

Fy 22/23 Budget Meetings & Planning Workshop



## Proposal Summary

Prepared for:

**City of Tyrone**

**Envirosight<sup>LLC</sup>**



**Quickview AirHD Pole Camera**



**City of Tyrone**  
**October 12<sup>th</sup>, 2022**

## **Envirosight Sewer Inspection Cameras**

**Environmental Products** would like to thank you for the opportunity to present **Envirosight's Sewer Inspection Camera Equipment**.

**Environmental Products Group** is the sole provider of Envirosight Pipeline Inspection Cameras in the states of Georgia, Florida and Arkansas, as well as many other industry leading product lines including: Elgin Street Sweeper Equipment, Vactor Sewer Cleaners, Petersen Knuckleboom Loaders, XtremeVac by ODB Leaf Machines, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, Duratech Tree Chippers, and a host of parts, tools and accessories for all your needs.

**Environmental Products Group** prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Georgia, Florida, and Tennessee; including state of the art repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

Thank you for your consideration.

### **MEMPHIS**

2995 Sandbrook St.  
 Memphis, TN 38116  
**P:** 901.630.5658  
**F:** 901.630.5659

### **DEERFIELD BEACH**

1907 SW 43<sup>rd</sup> Terrace  
 Suites G & H  
 Deerfield Bch, FL 33442  
**P:** 954.518.9923  
**F:** 954.518.9926

### **ATLANTA**

4410 Wendell Dr SW  
 Atlanta, GA 30336  
**P:** 404.693.9700  
**F:** 404.693.9690

### **CORPORATE**

2525 Clarcona Rd.  
 Apopka, FL 32703  
**P:** 407.798.0004  
**F:** 407.798.0013

[www.MyEPG.com](http://www.MyEPG.com)

## Product Description

### Quickview Air HD Wireless Pole Camera

- Components
  - Camera Head
  - Pole
  - Standoff
  - BiPod
  - Battery (2)
  - Battery Charger

## Standard Features

- Video System
  - Imager- 1 / 2.8-Type CMOS
  - Zoom- 360x(30 x Optical, 12 x Digital)
  - Resolution- 1280x720 Pixels (2.38 Megapixels)
  - Functions
    - Zoom
    - Focus (Auto/Manual)
    - Shutter (Auto/Manual)
    - Sensitivity Mode
  - Field of View- 63.7 deg. (Wide) – 2.3 deg. (Tele)
  - Sensitivity- 1.4 lux
- Illumination
  - System- Quad Haloptic (Four LED/Reflector Pairs)
  - Illumination Type- Coaxial, Coilluminated
  - Reflector- Proprietary
- Camera Head
  - Connections- 4-Pin Auxiliary Port
  - Depth Rating- 10' (3m)
  - Construction- Aluminum, Rubber, Acrylic
  - Sensors- Temperature, Pressure, Incline
- Wireless System
  - Wi-Fi Standard- IEEE 802.11b/g/n
  - Frequency Range- 2.400-2.483 GHz
  - Operating Channels- 1-11



- Centering Support
  - Extension Range- 18.9" (480mm)
  - Pipe Diameter Compatibility- 6-48" (DIN 150-1200)
  - Mechanism- Gas Spring with Reciprocating Ratchet
- Battery/Charger
  - Battery Quantity- 2
  - Battery Capacity- 3.4 A-Hr.
  - Battery Charger- Mains Power
- Pole/BiPod
  - Length (Collapsed/Extended)- 4'/16' (Nominal)
  - Stabilization- Detachable Hands-Free Support
- Tablet/App
  - Connection- Connects to Any Quickview Air HD in Range
  - Status Bar- Monitor Illumination, Zoom and Tilt, Wi-Fi Signal Strength, Battery (for Tablet and Camera)
  - Capture- Record Video and Capture Still Images
  - Media Library- Browse Thumbnails, Review, Annotate and Share Footage
  - Text Overlay- Configure On-Screen Display of Text, Including Variables like Zoom, Tilt and GPS Coordinates
  - App- Android, iOS, Windows Compatible
  - Tablet not included

**Sourcewell Contract (#120751-EVS) Price = \$16,751.27 ✓**

**Freight = \$400.00**

**Optional**

- ~~Samsung Tablet with Protective Case = \$1015.23~~
- Laser Measurement Tool = \$1,624.37 ✓
- Pressurization Kit = \$408.50 ✓

**TOTAL = \$18,784.14**

## Warranty

Envirosight LLC (Envirosight) guarantees this product to be free from defects in materials and manufacturing. Envirosight's obligation under this Warranty shall be limited to the repair or exchange of any part or parts thereof which may prove to be defective under normal use and service within one (1) years from the date of original purchase and which our examination, at our facility, shall disclose, to our satisfaction, to be defective. This Warranty is expressly in lieu of all other warranties, express or implied, including the warranties of merchantability and fitness for use and of all other obligations or liabilities on our parts, and we neither assume nor authorize any other person to assume for us, any other liability in connection with the sale of Envirosight's equipment. This Warranty shall not apply to any equipment that has been subject to accident, negligence, alteration, abuse, unauthorized repair, improper storage or other misuse. This Warranty applies only to the original purchaser and cannot be assigned or transferred to any third party without express written consent of Envirosight. The warranty does not apply to expendable items or normal wear and tear or failure due to overheating or radiation exposure. Additionally, Envirosight assumes no responsibility, either expressed or implied, regarding the improper usage of this equipment or interpretation of test data derived from this product. Envirosight's responsibility and obligations, in all cases, are limited strictly to the repair and/or replacement cost as outlined above. This warranty shall be governed by the laws of the State of New Jersey. Note: In the event that the equipment cannot be returned to Envirosight, for whatever reason, the customer agrees to pay for all travel and living expenses incurred to have an Envirosight LLC representative evaluate, assess or affect a field warranty repair.

### Steps for Warranty Assessment:

1. Call Envirosight at 973.252.6700 and state that you are calling regarding a warranty issue.
2. After receiving a return authorization number (RA#), ship the product to: Service Manager – [RA#], Envirosight, 111 Canfield Avenue, Unit B1-3, Randolph, NJ 07869

Envirosight is not responsible for shipping costs. After receiving and evaluating the product, Envirosight's product manager will contact you to discuss the warranty claim.



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### STAFF REPORT

**AGENDA ITEM:**

Consideration to Award Project Number PW-2022-02 - Rebid 2022 Roadside Tree Pruning and Removal project to Zamora Tree Service.

**BACKGROUND:**

Council approved the Public Work budget which included roadside tree pruning and removal to provide better line of site and safer conditions along the Town's Roads. This project includes sections of Tyrone Road, Senoia Road and Castlewood Road. The project was originally bid on September 14, 2022, but the two bids were determined to be non-responsive. The project was re-advertised and rebid. The rebid's were taken on November 2, 2022. The low bidder was Zamora Tree Service at a price of \$29,000.

**FUNDING:**

General Funds – Public Works 100-40-52.2205

**STAFF RECOMMENDATION:**

Staff recommends Awarding the Rebid 2022 Roadside Tree Pruning and Removal project to Zamora Tree Service for the fee of \$16,900.

**ATTACHMENTS:**

Bid Tab

**PREVIOUS DISCUSSIONS:**

FY 22/23 Budget Meetings & Planning Workshop





Bid Tabulation  
 2022 REBID Roadside Tree Pruning and Removal  
 Project Number PW-2022-02  
 11/2/2022 @ 10 AM

Company	Zamora Tree Service 810 Cainbridge Dr Lawrenceville, GA	AKA Tree Service 4104 W. White Rd Oakwood, GA 30566	M. Mitchell Group 167 Watson St Carrollton, GA 30117		
Addendum Acknowledged	N/A	N/A	N/A		
Bid Security Attached	Yes	Yes	Yes		
Site 1 Castlewold Bid	\$ 900.00	\$ 5,850.00	\$ 13,600.00		
Site 2 Castlewold Bid	\$ 1,050.00	\$ 4,975.00	\$ 7,800.00		
Site 3 Castlewold Bid	\$ 2,050.00	\$ 6,125.00	\$ 18,224.00		
Site 4 Castlewold Bid	\$ 2,300.00	\$ 8,400.00	\$ 24,224.00		
Site 5 Senoia Rd Bid	\$ 5,850.00	\$ 14,375.00	\$ 31,224.00		
Site 6 Tyrone Road Bid	\$ 11,850.00	\$ 7,775.00	\$ 44,224.00		
Special Allowance	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
Total Base Bid Price	\$ 29,000.00	\$ 52,500.00	\$ 144,296.00		

Bids Received by: Scott A. Langford

Bids Reviewed by: Sandy Beach