

TOWN COUNCIL MEETING June 05, 2025 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

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

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

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

### V. APPROVAL OF AGENDA

- **VI. CONSENT AGENDA:** All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.
  - <u>1.</u> Approval of May 15 and 22, 2025 minutes.
  - 2. Consideration to hire Mr. Jake Canter for the Town of Tyrone Environmental Specialist position. **Scott Langford, Public Works Director**

### **VII. PRESENTATIONS**

- <u>3.</u> Presentation of a proclamation to Court Clerk April Spradlin in recognition of June 9 13, 2025 as Municipal Court Clerks' Week. **Eric Dial, Mayor**
- 4. Recognition of Doug Morris' 10 Years of Service with the Town's Police Department. -Brandon Perkins, Town Manager

### **VIII. PUBLIC HEARINGS**

### IX. OLD BUSINESS

5. Consideration to approve the 90% plans for the 2024 Handley Park Dam Improvements project, PW-2024-12. Scott Langford, Public Works Director & Town Engineer

- <u>6.</u> Consideration of a text amendment to Section 4-7 of Article VI of the Alcohol Ordinance regarding consumption and open containers. **Brandon Perkins, Town Manager**
- 7. Consideration of a text amendment to Section 4-202-203 of Article VI regarding sales of alcohol off-premises for catered functions. **Brandon Perkins, Town Manager**
- 8. Consideration of a text amendment to Section 4-1 of Article VI of the Alcohol Ordinance regarding definitions. **Brandon Perkins, Town Manager**

# X. NEW BUSINESS

- 9. Consideration to Award the John Deere Angle Broom (BA84C) and Rock / Brush Grapple(GR84B) to Ag-Pro under State Contract 99999-001-SPD0000177-0011 in the total amount of \$13,753.70. Scott Langford, Public Works Director & Town Engineer
- <u>10.</u> Consideration to have the Mayor execute a design-build amendment for the Shamrock Park Pavillion project number PW-2024-30 regarding final design and construction in the amount of \$700,000.**Scott Langford, Public Works Director & Town Engineer**
- <u>11.</u> Consideration to award project PW-2025-16, HVAC Replacement to Reese Services, LLC in an amount of \$18,505.00. **Scott Langford, Public Works Director & Town Engineer**
- 12. Consideration to award the 2025 Handley Park Pole Barn Demolition project to The Corbett Group, for an amount not to exceed \$6,400.00. Scott Langford, Public Works Director & Town Engineer
- <u>13.</u> Consideration to have the Mayor execute a contract for on-call Land Development and Engineering Plan Review services with Keck and Wood, Inc.**Scott Langford, Public Works Director & Town Engineer**
- **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 May 15, 2025 at 7:00 PM

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

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

Also present: Phillip Trocquet, Assistant Town Manager Sandy Beach, Finance Manager Randy Mundy, Police Chief Eric DeLoose, Lieutenant Charles Clark, Sergeant Doug Morris, Corporal Kyle Johns, Officer Mr. Perkins was absent.

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

## V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

- **VI. CONSENT AGENDA:** All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.
  - 1. Approval of March 20th and May 1, 2025, minutes.

A motion was made to approve the consent agenda.

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

# **VII. PRESENTATIONS**

2. Presentation of a proclamation in recognition of May 18th - 24th, 2025, as National Public Works Week. Eric Dial, Mayor

Mayor Dial read the proclamation. Mr. Langford accepted the proclamation on behalf of his department.

3. A proclamation in honor of Peace Officer Memorial Day. Eric Dial, Mayor

Mayor Dial read the proclamation. Chief Mundy and the Officers accepted the proclamation.

# **VIII. PUBLIC HEARINGS**

# IX. OLD BUSINESS

# X. NEW BUSINESS

4. Consideration to award project PW-2025-01, the 2025 Asphalt Resurfacing project to Summit Construction and Development, LLC. For the base bid amount of \$866,743.47. Scott Langford, PE Public Works Director & Town Engineer

Mr. Langford stated that the resurfacing projects would include LMIG 2024 and LMIG 25. Among the roads for resurfacing would include Drumcliff, Yeats Ct., Kylemore Pass and Kylemore Ct., Shamrock Industrial Blvd., Mallory Ct., and McCarthy Ct. Funding would come from the General Fund, LMIG, and the 2023 SPLOST fund.

A motion was made to award the 2025 Asphalt Resurfacing project PW-2025-01 to Summit Construction & Development, LLC, and for the Mayor to execute the agreement for the base bid sum of \$866,743.47.

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

5. Consideration to award Engineering Services for project PW-2025-14, the 2025 Stormwater Structure Maintenance project to Goodwyn Mills Cawood, LLC for the amount not to exceed \$18,000. Scott Langford, PE Public Works Director & Town Engineer Mr. Langford stated that through stormwater quality and catch basin issues, staff asked Goodwyn Mills Cawood, LLC, for a proposal for sealing around pipes for 58 stormwater structures, bidding costs, and construction administrative services. Funding would come from the General Fund. Council Member Whelan inquired if the 58 structures needed repair or were just on the list to be inspected. Mr. Langford shared that the 58 were on the list of the required 5-year stormwater inspection list and in need of repair.

A motion was made to award the 2025 Stormwater Structure Maintenance project PW 2025-14 for engineering services to Goodwyn Mills Cawood, LLC, and for the Mayor to execute the agreement not to exceed \$18,000.

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

6. Consideration to award the 2025 Right-of-way Mowing and Grounds Maintenance project, number PW-2025-08, to A Abby Group, Inc. for the amount of \$249,250. Scott Langford, PE Public Works Director & Town Engineer

Mr. Langford stated that the current right-of-way mowing, and grounds maintenance contract expires on June 30, 2025. RFPs were received in April for 26.7 acres of Town-owned property and 24.8 centerline miles of ROW. Four firms were evaluated by a selection committee and AAbby was ranked the highest for an annual cost of \$249,250. The other bids were from Russell Landscape Group for \$296,000, Yellowstone Landscape for \$325,000, and LaGrange& Maintenance for \$196,000. The companies were ranked according to an established criterion. He stated that funding would come from the General Fund and the Parks and Recreation Fund.

Council Member Campbell asked if AAbby increased their cost from last year. Mr. Langford shared that they did, by \$45,000. Council Member Furr inquired about the low bid from LaGrange Landscape & Maintenance. Mr. Trocquet explained that a few of their items, such as the mowing of certain Town parks, were at a lower cost.

Council Member Campbell inquired about the performance bond. Mr. Langford stated that it was 2% and was included in the bid. Council Member Furr was satisfied with AAbby and added that LaGrange Landscape & Maintenance was not considered local.

A motion was made to award the Right-of-Way Mowing and Grounds Maintenance project number PW-2025-08, to A Abby Group, Inc., and for the Mayor to execute the contract for \$249,250.

Motion made by Council Member Hunter, Seconded by Council Member Campbell. Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.  Consideration to award the 2025 Fertilization and Weed Control project, number PW-2025-09, to TruGreen Limited Partnership for the amount of \$10,360. Scott Langford, PE Public Works Director and Town Engineer

Mr. Langford stated that the fertilization and weed control contract would expire on June 30, 2025. RFQs were received in May for Handley Park, Dorothea Redwine Park, Shamrock Park, the Museum, Library, Veterans Park, and Town Hall. TruGreen was the only submission for \$10,360. He shared that the proposal was fair and reasonable. The funding would come from the General Fund and Parks and Recreation. He added that the contractor did not increase their cost this year. Council Member Campbell clarified that the Town had utilized TruGreen for many years and was satisfied with their service.

A motion was made to award the Fertilization and Weed Control project PW-2025-09 to TruGreen Limited Partnership and have the Mayor execute the contract for \$10,360.

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

**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

Chief Mundy approached Council with a service agreement for fugitive transport. He stated that the fugitive who impersonated a police officer and robbed a Town business was in Virginia. The current cost of transporting the fugitive, including two officers and hotel, would be approximately \$1,300. St. Joseph Detention Center transports fugitives from surrounding states using a van to drop off many transports to different jurisdictions. The cost for their travel is \$1 per mile, costing the Town for this transport, \$482. Council Member Hunter thanked Chief Mundy for being creative and being cost conscience.

A motion was made to approve the service agreement with St. Joseph Detention Center for fugitive transportation for \$482 and for Mayor Dial to execute the agreement.

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

Ms. Baker thanked Officer Penny Mentch for detecting work being performed at a new business location, which was reported to our building officials.

Mr. Trocquet updated Council on the sewer spill within the River Crest subdivision. He shared a timeline. From 3:30 p.m. to 5:30 p.m. last Friday, the flow was stopped and was repaired by 1:00 a.m. Saturday morning.

He thanked the Public Works Department, Roderick Jones, Tucker Hembree, and Cody Kelley for being on scene and for their assistance. He also thanked Scott Langford and Curtis Carson for contacting all contractors in a timely manner. He added that because of the speedy and efficient response of everyone, the Environmental Protection Division (EPD) would not be issuing a fine.

However, due to the spill, monitoring will be required over the next year as part of our emergency management program. He added that those services have already been procured through Integrated Science and Engineering.

Mr. Langford thanked Piedmont Paving, Rylander Septic, and RCS Industrial and Environmental for their quick response. He also thanked the Public Works crew, along with Mr. Carson, Phillip Trocquet, and Brandon Perkins, for their leadership and administrative work with EPD. Mr. Trocquet also thanked Mr. Langford for his expertise in dealing with the situation. Both agreed that through great leadership and management, the situation was managed well.

Ms. Beach announced that the annual Budget Workshop would be held next Thursday morning at 9:30 a.m.

## **XIII. COUNCIL COMMENTS**

Council Member Campbell asked for an update on code enforcement. Mr. Trocquet stated that he met with Mayor Dial today regarding code enforcement cases and added that staff were working with SAFEbuilt and their officer. He shared that he had a meeting with Mr. Paul Hardy from SAFEbuilt next week.

Council Member Whelan encouraged everyone that Memorial Day was coming up and to remember those who have fought and who have fallen to keep us all safe.

Council Member Hunter gave a shout-out to all 5<sup>th</sup>, 8<sup>th</sup>, and 12<sup>th</sup> graders who were graduating this month.

Council Member Furr gave a shout-out to her daughter, Tracy Furr-Pierce, who was retiring as a teacher after 30 years of service.

Mayor Dial thanked Mr. Davenport for his dedication to the Town during his time of the loss of a family member.

### XIV. EXECUTIVE SESSION

# XV. ADJOURNMENT

A motion was made to adjourn.

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

The meeting adjourned at 7:34 p.m.

By:

Eric Dial, Mayor

Attest:

Dee Baker, Town Clerk

# TYRONE TOWN COUNCIL MEETING - BUDGET WORKSHOP

# MINUTES May 22, 2025 at 9:30 AM

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

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

Also present: Kristie McClenny Lynda Owens was absent.

# I. CALL TO ORDER

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

# V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

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

# **VII. PRESENTATIONS**

- **VIII. PUBLIC HEARINGS**
- IX. OLD BUSINESS

### X. NEW BUSINESS

1. FY2026 Revenue Projections - Brandon Perkins, Town Manager, Sandy Beach, Finance Manager

Mr. Perkins informed everyone that the projected budget for the Fiscal Year 2026 budget was \$12.9 million. Many departments cut their budgets significantly and there were a few carryover projects reflected such as the Pendleton Dam project. He broke down the General Fund Revenue with \$7.2 million in taxes, \$1.8 million for the GEMA Grant and Pendleton Dam, and \$1.4 million with Assigned Funds and projects carried forward. He added that \$2.4 million of Surplus was carried forward to balance the budget. He noted that running the Town and to pay the employees would be \$6.1 million, which would not include any projects. The carryover amount of \$2.4 million equaled a 3.74 mill increase, with a total 6.629 millage rate. The Town had operated with a 2.889 millage rate for 16 years, the 6.629 was an average rate across the state for a Town our size. He stated that our current millage rate was not sustainable.

Mr. Perkins reminded everyone that House Bill 581 would cap assessments of the rate of inflation for homestead properties. He estimated a conservative rate of 2%. Mr. Perkins shared the top 10 sources of revenue, a few were, funds carried forward for \$2.4 million, Public Works projects carried forward for \$1.18 million, and Assigned Funds for \$239, 482. Mr. Perkins discussed the projected Personnel budget of \$4.67 million which included a proposed 3% increase, medical insurance increase, and a Code Enforcement position.

Mayor Dial asked for a brief explanation as to why three departments increased their budget. Mr. Perkins stated that the Police budget increased due to no longer separating the Chief's and Major's budget (Public Safety Admin.) from the rest, now they are included in the Public Safety budget. Also, the additional officer position that Council approved last July. Public Works increased partially due to the Pendleton Dam carryover. Ms. Beach explained that her costs increased due to the return of personnel costs from the Sewer Administration line. Also, their software programming costs were increasing, such as ADP, and ClearGov. Mr. Perkins explained that in the past, the percentage of sewer administrative work was split and placed into the Sewer Fund. Mr. Trocquet explained that a good portion of his department's increase was anticipating permits. When permits come in a percentage goes to SAFEbuilt. Three large projects were anticipated for the next fiscal year.

2. FY26 Administration Budget Review - Brandon Perkins, Town Manager

Mr. Perkins shared that there was a decrease of \$138,842 in the administrative budget and an increase to the SBITA line for software as VC3 was included from all departments. A total of \$285,000 was no longer required for several projects and was removed. 3. FY26 Finance Budget Review - Sandy Beach, Finance Manager

Ms. Beach informed everyone that most of her budget besides personnel was software for payroll, budgeting, and finance. She decreased the dues, travel, and training lines. The audit line increased due to the Pendleton Dam Grant process, which would require a single audit.

Council Member Whelan inquired about the workers' comp and group life insurance increase across the board. Mr. Perkins shared that it was a \$7,965 error and would be corrected. Ms. Beach clarified that last year there was a salary bump for a couple of positions and that workers' compensation was always paid up front and then audited.

4. FY26 Municipal Court Budget Review - April Spradlin, Court Clerk

Ms. Spradlin shared that overview deductions, including Legal Services, Court-Appointed Attorney, and Technical Services. She added that the open records request software truly assisted with lowering costs. She decreased many other lines including Dues Training. Council Member Hunter thanked Ms. Spradlin for acquiring Justfoia for lowering the cost of open record requests. Council Member Campbell inquired about the Court-Appointed Attorney line. Ms. Spradlin shared that she took an average number of cases that they were appointed to and deducted from there.

5. FY26 Public Safety Budget Review - Randy Mundy, Chief of Police

Chief Mundy shared that the biggest reduction was in the merging of him and the Major to the Police budget. He also made cuts to the Small Equipment line. He added that they would still have two new vehicles budgeted for every year. 2017 SPLOST funds allotted for an administration vehicle. Mr. Perkins clarified that funds were also allocated for Chaplin and the mental wellness of the officers. Mayor Dial inquired about the new Fayette County Police Academy and asked if that would assist with costs. Chief Mundy stated that it would be a little, however, the convenience and additional classes would be a plus.

6. FY26 Public Works Budget Review - Scott Langford, Public Works Director

Mr. Langford informed everyone that the Public Works budget increased mostly due to carryover projects including a resurfacing project and the Pendleton Dam project. Council Member Hunter asked for an optimal estimated cost for annual public works maintenance. Mr. Langford stated that it would cost approximately \$300,000. Council Member Furr inquired about the mini roundabout. Mr. Langford explained that there were no funds due to the need for a full roundabout that was currently under 2023 SPLOST. Mayor Dial inquired about the paving of Tyrone Road due to QTS's heavy truck traffic. Mr. Langford stated that through conversations with Fayette County's Public Works Director, our portion would only be microsurfaced due to the repaving a few years back.

Mayor Dial inquired about the paving of Tyrone Road due to the QTS truck traffic. Mr. Langford shared that he was speaking with Fayette County Public Works Director, Phil Mallon. There would be a TIP project, however, because our section of Tyrone Road was paved in the past few years, Tyrone would use the funding toward another road such as Palmetto Road. Council Member Campbell shared not to pave until after the roundabout and the new neighborhood. Mr. Langford stated that TIP projects usually take years to begin. Council Member Whelan inquired about the increase in the Stormwater/Pond Improvements. Mr. Langford shared that it was for the Shamrock Park Dam design. He added that SPLOST funds would also be a part of the remainder of the project. Council Member Whelan inquired about zero balance for Cart Paths and Streetscape. Mr. Langford explained that the Gateway and Streetscape was the Gunnin project, the remaining streetscaping would be covered by a potential LCI grant, and SPLOST. Council Member Furr inquired if anyone had heard back from CSX regarding the trees along Shamrock Park Dam. No one had heard back.

### 7. FY26 Parks & Recreation Budget Review – Lynda Owens, Recreation Manager

Ms. McClenny presented for Ms. Owens and stated that the General Fund decreased from last year. Among those items mentioned were sound, fireworks (package), and park maintenance. Ms. McClenny mentioned forthcoming batting cages, Pickleball canopies, and a new tank and well pump at Handley Park. She shared that new paint and flooring were budgeted and should be under Building Improvements.

A discussion began regarding an increase in Playground Maintenance. Ms. McClenny shared that all playgrounds had been inspected, and improvements were required. It was noted that the Redwine Park playground would need to be moved and improvements made due to erosion. Mulch was also needed in all playgrounds. Council Member Hunter asked how often we should add mulch. Ms. McClenny stated that it should be at least every other year, along with every year playground inspections. She stated that she wished to obtain her inspector's and event certifications. She would begin with the event certification for \$500.

Council Member Campbell inquired about the Redwine Park refurbishment. Ms. McClenny shared that they would begin the process and that if needed, Public Works could remove the old equipment. Council Member Campbell inquired about the cost of mulch. Ms. McClenny shared that mulch for one park was \$1,500.

Council Member Furr inquired about Stormwater Maintenance. Mr. Langford stated that the funding could go toward any park. Mr. Trocquet shared that it could also go toward erosion for Redwine. Council Member Hunter asked about grant funding for the parks. Mr. Trocquet shared that he would research that. Mr. Perkins clarified that the new playground at Shamrock Park came from CARES ACT funding.

Ms. McClenny shared that Equipment Rental decreased and that Dues and Fees increased due to the need for a music license, to provide music and memberships to Recreation organizations. Education increased due to the need for certifications.

Ms. McClenny stated that Special Program Supplies increased due to the need for more eggs for the well-attended Easter program. There was talk about hiring a professional holiday light installer with additional funds from the Holiday Decorations line. Ms. Beach shared be aware that the pole decorations may be arriving in July, which would be the 2026 budget. Ms. McClenny also mentioned that staff wished to place wreaths in the Chambers and to purchase new pole decorations for downtown. She added that Ms. Owens wished to purchase a weighted tree so it would not blow over.

Ms. McClenny shared that staff wished to purchase a new copier as they were often using the Library printer for posters and flyers. The Sign budget would increase for an additional banner across Senoia Road and Shamrock Park event marketing. Mayor Dial inquired about the Sites line. Mr. Perkins stated that previous funding was for the resurfacing of the tennis/basketball courts and was no longer needed.

**America 250** – Ms. McClenny shared that the budget for the event would be \$35,000 and the fireworks were bundled with other events, saving money. Staff was currently working on obtaining a musical guest, Adam Grant.

**Founders Day** – Ms. McClenny shared that the budget decreased significantly with the pavilion being erected soon. Staff were also looking to hire local performers by lowering the cost. If sponsorships come through, the \$56,830 budget should be met. Council Member Hunter shared his hopes that sponsorships would increase making the event bigger and better each year, and the citizens look forward to it. Ms. McClenny shared that there was a package deal with Amusement Masters, including the Zip Line and other activities. Next year will be the 50<sup>th</sup> Anniversary and need to shine. Council Member Campbell inquired about Founders Day Friday night entertainment. Ms. McClenny stated that Action Wrestling would be back and perhaps a car show. Council Member Campbell inquired about sponsorships. Ms. Clenney stated that staff was working on personally connecting with sponsors with an improved presentation to increase sponsorship. Mayor Dial asked for last year's sponsorship amount. Mr. Perkins stated that staff for their interest in obtaining certifications and maintaining the parks and events. Mayor Dial thanked Ms. McClenney for her commitment to wanting to be better at her job.

### 8. FY26 Public Library Budget Review - Patty Newland, Library Supervisor

Ms. Newland shared that Special Program Services decreased due to the Friends of the Library's contribution. Equipment Repair decreased due to a reduction in service calls. Ms. Newland stated that there was a significant decrease in the Book Purchase line due to the phasing out of CDs and DVDs which created more Library space. State funding would go toward downloadable titles. Ms. Newland explained that there had been issues with a book vendor, but that staff was still working toward receiving popular titles in a timely manner. Council Member Hunter inquired about the zero balance in Advertising. Ms. Newland stated that staff would order trinkets and magnets in the past. However, foot traffic was steady, and social media was a great advertising platform. The amount could always be added back if needed in the future. Council Member Hunter thanked Ms. Newland and her staff for their forward thinking.

### 9. FY26 Planning & Zoning Budget Review - Phillip Trocquet, Town Planner

Mr. Trocquet explained that the department's increase was mostly due to the anticipated permits and the new Code Enforcement position. He added that the net revenue would increase, however, a percentage of the permits would go back to SAFEbuilt for their services. Several lines decreased such as Engineering and Technical Services. Equipment Maintenance increased due to past maintenance of the plotter. Postage decreased, however, there may be more certified letters sent by the new Code Enforcement Officer. Council Member Campbell inquired about Regular Employees. Mr. Trocquet clarified that the full-time employees were he and the Code Enforcement Officer, and the parttime employees were the Planning Commissioners and their training. Council Member Whelan mentioned the increase in insurance. Mr. Perkins stated that he did go through The Harbin Agency, and they told him it was best to stay with who we currently have.

10. FY26 SPLOST Budget Review (Includes 2017 & 2023 SPLOST Funds) - Scott Langford, Public Works Director | Phillip Trocquet, Asst. Town Manager

Mr. Landford stated that there was a decrease in the cost of the roundabout so through the 2017 SPLOST, funds were redistributed. \$60,000 would go toward a vehicle for Police, \$250,000 for road repair and paving, \$2.6 million would go toward the new roundabout, and the remainder would go toward paying off loan debts. Also, \$350,000 would be allocated to the Handley Park restrooms for the Soccer field. Mr. Perkins added that there would be two restrooms for the Soccer field, a small vending area, and a drain field.

Mr. Langford shared that the 2023 SPLOST, Sewer Line Repair was increasing for the manhole project. \$500,000 was placed in the Sewer System Capacity line if there was a need to expand. He added that funding was available for Road Paving and Repair and for Dams. The upcoming Dam projects were Handley Park and Shamrock Park. He stated that there was carryover funding for the bucket truck. Council Member Whelan asked for an explanation for having funding for sewer expansion if the Town was not at capacity. Mr. Langford explained that once the sewer was at a certain percentage, it was prudent to have that available in anticipation of a need, also, it was funded through SPLOST funds. Mayor Dial inquired about the funding for the Camp Creek Treatment Facility expansion. Mr. Langford shared that it was in the Sewer Enterprise fund. Mr. Perkins stated that the Town's goal for capacity was one million gallons per day. Council Member Furr asked if the capacity could handle the two forthcoming Scarbrough projects. The answer was yes. Mayor Dial confirmed that the Town was reaching 70%-75%. Mr. Langford stated that the remaining budget was for upgrades to the parks.

11. FY26 Sewer Budget Review - Scott Langford, Public Works Director

Mr. Langford stated that there was a 56% reduction in the line, however, the biggest increase was for Professional Services as that line always increased. Engineering Services also increased. The Sewer Fees included water treatment along with the Capital Improvement expansion fees.

Mr. Langford clarified that the sewer repair bill from the River Crest spill would come from this fiscal year. Mayor Dial asked Ms. Beach if there was a deadline for spending the 2017 SPLOST funds. Ms. Beach stated that there would be no expiration if staff was working toward spending.

Drug Fund – Mr. Perkins shared that there was \$7,000 in the fund that was carried forward which could be spent on small equipment.

Federal Drug Fund – Mr. Perkins stated that those funds were also carried forward and could be used for uniforms. Mr. Perkins explained that the drug funds used to be a regular source of income.

Tree Fund – Mr. Langford explained that that with new development, the tree fund would most likely grow, and funding could be used for the downtown streetscaping.

Council Member Whelan asked if the dead tree in the parking lot would be replaced. Mr. Trocquet stated that the tree was under warranty and that Mr. Carson was currently working on a replacement.

**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 because of the sewer main break at the River Oaks subdivision, the Environmental Protection Division, that area was required to be monitored for one year. Due to time constraints, the Town reached out to Integrated Science and Engineering (ISE) to complete the monitoring for a total of \$9,750.

A motion was made to approve the one-year monitoring services from ISE for \$9,750.

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

Mr. Perkins announced that the Budget Public Hearing would be held on June 19, 2025, at the regular meeting and the adoption would be held on June 28, 2025, at 6 p.m. due to court being held in the morning.

Council Member Campbell stated that Mr. Langford and Mr. Trocquet did a great job with the segment of Tyrone 101 the night before.

Mr. Trocquet announced that a permit was issued for the Shamrock Park pavilion, and that work would begin next week.

Council Member Furr was impressed with the new landscaping around Highway 74 gateway signage.

Mr. Perkins stated that the design was from Keck & Wood and the work was completed by Aabby Group. A discussion began regarding the new trees and whether they would block the sign as they grew. Mr. Trocquet stated that he would look into it.

Council Member Hunter began a discussion regarding hosting a Town Farmers Market. Mr. Trocquet stated that he had already been approached by a husband and wife that wished to host one. He added that he would research how to incorporate the market with the food truck park.

Council Member Whelan asked for Council's opinion on hearing a presentation on an unplanned pregnancy support assistance program. The organization works with Fayette County's pregnancy center and other organizations. All agreed to hear the 10-minute presentation.

## **XIII. COUNCIL COMMENTS**

## **XIV. EXECUTIVE SESSION**

Eric Dial, Mayor

## XV. ADJOURNMENT

A motion was made to adjourn.

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

The meeting adjourned at 11:46 p.m.

By:

Attest:

Dee Baker, Town Clerk



### A PROCLAMATION

### IN RECOGNITION OF MUNICIPAL COURT CLERK'S WEEK

### June 9-13, 2025

WHEREAS, Municipal Court Clerks play a significant role in ensuring that municipal courts preserve public safety and promote quality of life in the Town of Tyrone and local municipalities across the state; and

WHEREAS, the procedures for the Tyrone Municipal Court operations are set forth by the Uniform Rules of Municipal Court and other laws of the State of Georgia; and

WHEREAS, more people come in contact with Municipal Court Clerks than all other city services combined and public impression of the judicial system as a whole is largely dependent upon the public's experience in municipal court; and

WHEREAS, Municipal Court Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, Tyrone's Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us; Municipal Court Clerks act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, it is most appropriate that we recognize the accomplishments and significant role the Municipal Court Clerks play in preserving the public confidence, integrity and impartiality of the judiciary.

Now, therefore, WE, The Mayor & Members of the Town Council of the Town of Tyrone, do hereby recognize the week of June 9-13 2025, as Municipal Court Clerks Week and further extend appreciation to our Municipal Court Staff, April Spradlin, Court Clerk and Lindsey King, Public Safety Clerk, for the vital services they perform and their exemplary dedication to the community.

SO PROCLAMIED this 5th day of June 2025.

Mayor

Attest:

City Clerk



COUNCIL AGENDA ITEM COVER SHEET Meeting Type: Council - Regular Meeting Date: June 5, 2025 Agenda Item Type: Old Business Staff Contact: Scott Langford

# STAFF REPORT

## AGENDA ITEM:

Consideration to approve the 90% plans for the 2024 Handley Park Dam Improvements project PW-2024-12.

## **BACKGROUND:**

Handley Park Dam is located between the soccer fields, Dublin Downs subdivision, and Pendleton subdivision. The lake feeds into Lake Pendleton which is a Category 1 Dam that is regulated by EPD's Safe Dams Division. Handley Dam is not a State Regulated Dam under the Georgia Safe Dams Act. In 2023, the Town contracted with Schnabel Engineering for professional services to perform a detailed evaluation of Handley Lake Dam. In April 2024, the Town contracted with Schnabel to design dam improvements to correct the deficiencies noted in the Evaluation Report. As a result, the construction plan set is complete. Land acquisition is not required on this project. Deficiencies noted in the evaluation will be corrected with this project. The dam will be capable of handling the ¼ PMP storm event. A stream buffer variance is also required at the discharge point of the primary spillway.

### FUNDING:

2023 SPLOST - Fund 322-49-52.2213

### **STAFF RECOMMENDATION:**

Staff requests that Council approve the 90% plan set for Handley Park Dam. **ATTACHMENTS:** 

Handley Park Dam 90% Plan Set

### **PREVIOUS DISCUSSIONS:**

September 7, 2023, Council Meeting, Council Planning Workshop in 2024, and Budget Request meetings in 2024.



# **REHABILITATION PLANS FOR** HANDLEY LAKE DAM LAND LOT 117 & 108, 7TH DISTRICT FAYETTE COUNTY, GEORGIA JANUARY 31, 2025

THE CONTRACTOR SHALL CONDUCT WORK IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS.

PROJECT DESCRIPTION INVOLVES THE REHABILITATION AND MODIFICATIONS TO AN EXISTING MBANKMENT DAM AND ASSOCIATED SPILLWAY OUTLET WORKS. THE ITATION/MODIFICATION MEASURES INCLUDE REMOVAL OF TREES AND OTHER ION OF A REINFORCED-CONCRETE HEADWALL SCOUR APRON. ALL DISTURBED AREAS SHALL BE STABILIZED WITH PERMANENT VEGETATION.



	Sheet List Table
Sheet	Sheet Title
Number	
01	COVER
02	GENERAL NOTES
03	ACCESS MAP
04	EXISTING SITE PLAN
05	PROPOSED SITE PLAN
06	PROPOSED PRINCIPAL SPILLWAY PLAN AND PROFILE
07	PIPE DETAILS
08	OUTLET HEADWALL DETAILS
09	AUX SPILLWAY PLAN AND PROFILE
10	ES&PC PLAN - CLEARING
11	ES&PC PLAN - GRADING
12	ES&PC PLAN - FINAL
13	ES&PC PLAN - DETAILS
14	ES&PC PLAN - NOTES (1 OF 2)
15	ES&PC PLAN - NOTES (2 OF 2)
16	GSWCC CHECKLIST AND NOTES
*ES&PC	= EROSION, SEIDMENTATION, & POLLUTION CONTROL

SCALE: 1" = 2000'



# **GENERAL NOTES:**

- SCHNABEL ENGINEERING, LLC IS SOLELY RESPONSIBLE FOR THE PREPARATION OF THE REHABILITATION PLANS FOR THE SUBJECT DAM AND SPILLWAY SYSTEM. ADHERENCE TO THESE PLANS, AS WELL AS ADHERENCE TO GOVERNMENT AND COUNTY REGULATIONS, ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 2. CONTRACTOR TO VERIFY ALL CONDITIONS, ELEVATIONS AND DIMENSIONS BEFORE BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER FOR JUSTIFICATION AND/OR CORRECTION BEFORE PROCEEDING WITH THE WORK. CONTRACTOR TO ASSUME RESPONSIBILITY FOR DISCREPANCIES WHICH ARE NOT REPORTED. ALL DIMENSIONS SHOULD BE READ OR CALCULATED.
- 3. CONTRACTOR TO HAVE ALL UTILITIES FIELD LOCATED AND CLEARLY MARKED PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY.
- 4. THE CONTRACTOR SHALL CONDUCT ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS. PROPER SAFETY PROCEDURES ARE OF SPECIAL CONCERN ON THE PROJECT CONSIDERING THAT WORKERS WILL BE WORKING IN TRENCH EXCAVATIONS.
- 5. ALL MATERIALS AND WORK PERFORMED SHALL COMPLY WITH THE TECHNICAL SPECIFICATIONS OF THE PROJECT.
- 6. CONTRACTOR TO PROVIDE ENGINEER WITH AN AS-BUILT, FIELD-RUN TOPOGRAPHIC SURVEY PERFORMED BY A GEORGIA REGISTERED SURVEYOR AT THE CONCLUSION OF THE PROJECT. SURVEY SHALL BE PROVIDED IN .PDF AND .DWG FORMAT.

# WATER CONTROL NOTES:

- 1. CONTRACTOR SHALL BUILD, MAINTAIN AND OPERATE ANY TEMPORARY DIKES, COFFERDAMS, CHANNELS, FLUMES, SUMPS AND OTHER TEMPORARY DIVERSION AND PROTECTIVE WORKS NEEDED TO DIVERT SURFACE WATER FROM THE CONSTRUCTION WORK WHILE CONSTRUCTION IS IN PROGRESS. DIVERSION OR RETENTION OF SURFACE WATERS WILL BE CONTINUED UNTIL SUCH TIME AS DETERMINED BY THE ENGINEER.
- 2. FOUNDATIONS FOR CONCRETE, AND OTHER PARTS OF THE CONSTRUCTION SITE, SHALL BE DEWATERED AND KEPT FREE OF STANDING WATER OR EXCESSIVELY MUDDY OR SOFT CONDITIONS AS NEEDED FOR PROPER EXECUTION OF THE CONSTRUCTION WORK.
- 3. DEWATERING METHODS FOR FOUNDATION CONSTRUCTION OR SUBGRADE PREPARATION THAT CAUSE A LOSS OF FINES FROM FOUNDATION OR SUBGRADE AREAS WILL NOT BE PERMITTED.
- 4. CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGES INCURRED AS A RESULT OF THE LACK OF ADEQUATE SURFACE OR SUBSURFACE WATER CONTROL.
- 5. CONTRACTOR IS TO PROVIDE THE ENGINEER WITH A WATER CONTROL PLAN FOR REVIEW AND ACCEPTANCE PRIOR TO THE START OF CONSTRUCTION. INVESTIGATIONS SUGGEST THAT THE EXISTING OUTLET CONTROL STRUCTURE FOR THE POND INCLUDES A SMALL DIAMETER OPENING NEAR THE BASE OF THE STRUCTURE THAT MAY BE ASSOCIATED WITH A DRAIN PIPE AND VALVE. THE CONDITION AND OPERABILITY OF THIS ASSEMBLY IS UNKNOWN BY THE ENGINEER AND THE TOWN. AFTER LOCATION OF, EVALUATION OF, AND COORDINATION WITH THE TOWN AND ENGINEER REGARDING THE POTENTIAL LAKE DRAIN, THE CONTRACTOR MAY UTILIZE THE DRAIN TO DEWATER THE LAKE. IF THE CONTRACTOR INTENDS TO USE THE OUTLET CONTROL STRUCTURE DRAIN TO DEWATER THE LAKE, THE SUBMITTED CONTROL OF WATER PLAN SHALL INCLUDE THIS INTENTION AND INCLUDE CLOSE AND TIMELY COORDINATION WITH THE TOWN OF TYRONE WITH REGARD TO USE OF THE SPILLWAY. REGARDLESS OF USE TO DRAIN THE LAKE, THESE PLANS REQUIRE THAT THE DRAIN VALVE AND COMPONENTS BE IMPROVED TO WORKING CONDITIONS PRIOR TO THE COMPLETION OF THE PROJECT
- 6. A MINIMUM OF SEVEN (7) DAYS' PRIOR TO PERFORMING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL LOWER AND MAINTAIN THE POOL ELEVATION OF THE LAKE IN A DRAINED STATE UNTIL MODIFICATIONS AND IMPROVEMENTS TO THE DAM AND SPILLWAY OUTLET WORKS ARE COMPLETE. MINIMUM OF SEVEN (7) DAYS' PRIOR TO PERFORMING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL LOWER AND MAINTAIN THE POOL ELEVATION OF THE LAKE IN A DRAINED STATE UNTIL MODIFICATIONS AND IMPROVEMENTS TO THE DAM AND SPILLWAY OUTLET WORKS ARE COMPLETE.
- 7. THE CONTRACTOR'S CONTROL OF WATER PLAN SHALL INCLUDE CONSIDERATIONS AND ACTIVITIES ASSOCIATED WITH THE REMOVAL, DISPOSAL, AND/OR RELOCATION OF FISH AND OTHER AQUATIC SPECIES PRIOR TO OR DURING THE DEWATERING OF THE LAKE. THE CONTRACTOR SHALL COORDINATE WITH THE TOWN OF TYRONE TO DETERMINE ACCEPTABLE REMOVAL DISPOSAL, AND/OR RELOCATION METHODS.

# SOIL COMPACTION NOTES:

- 1. ALL AREAS TO RECEIVE STRUCTURAL FILL TO BE CLEARED AND STRIPPED FREE OF TOPSOIL, ROOTS, STUMPS, ORGANICS AND ALL OTHER DELETERIOUS MATERIAL.
- 2. SUBGRADE AREAS WHICH ARE EXCESSIVELY WET, SOFT, OR DEEMED OTHERWISE UNSUITABLE BY THE ENGINEER, SHALL BE UNDERCUT AND REPLACED WITH FILL MATERIALS AS RECOMMENDED BY THE ENGINEER AND COMPACTED IN ACCORDANCE WITH NOTE (4) OF THIS SECTION.
- 3. AREAS TO RECEIVE STRUCTURAL FILL SHALL BE BENCHED INTO EXISTING SLOPES (SEE DETAILS ON THIS SHEET), DENSIFIED. AND SHALL BE AT SUCH MOISTURE CONTENT THAT THE FILL SOILS CAN BE COMPACTED AGAINST THE SLOPE TO EFFECT A GOOD BOND BETWEEN THE FILL SOILS AND THE EXISTING SOILS.
- 4. STRUCTURAL FILL TO BE PLACED IN MAXIMUM 9-INCH LOOSE LIFTS AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM STANDARD PROCTOR DRY DENSITY AND BETWEEN OPTIMUM AND 4% ABOVE OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE STANDARD PROCTOR TEST (ASTM D-698). HAND COMPACTED FILL, INCLUDING FILL COMPACTED BY MANUALLY DIRECTED POWER TAMPERS TO BE PLACED IN MAXIMUM 4-INCH LOOSE LIFTS AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM STANDARD PROCTOR DRY DENSITY AND BETWEEN OPTIMUM AND 4% ABOVE OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE STANDARD PROCTOR TEST (ASTM D-698).
- 5. ALL FILL SOILS TO BE PLACED UNDER THE OBSERVATION OF THE ENGINEER OR HIS REPRESENTATIVE.
- 6. CONTRACTOR SHALL OBTAIN BORROW FROM ONSITE EXCAVATIONS, IF THE MATERIAL MEETS PROJECT REQUIREMENTS. SHOULD THE ONSITE MATERIAL NOT MEET PROJECT REQUIREMENTS OR BE OF INSUFFICIENT QUANTITY, CONTRACTOR SHALL IDENTIFY AN OFFSITE BORROW SOURCE THAT MEETS PROJECT REQUIREMENTS AND SUBMIT SOIL SAMPLES TO THE ENGINEER FOR REVIEW AND APPROVAL.
- 7. UTILIZE SHEEPSFOOT ROLLER TO COMPACT SOILS IN MASS GRADING/FILLING ACTIVITIES. MECHANICAL HAND TAMPERS WILL BE USED TO COMPACT SOIL AROUND, ABOVE OR ADJACENT TO STRUCTURES AND/OR CONDUITS WHERE THE USE OF LARGE SHEEPSFOOT ROLLERS MAY DAMAGE STRUCTURES. MECHANICAL HAND TAMPERS WILL BE USED WITHIN 3 FEET OF ALL STRUCTURES.

# NOTES ON FILTER CONSTRUCTION:

- 1. DIAPHRAGM FILTER CONSTRUCTION WILL CONSIST OF INSTALLING FINE DRAIN AGGREGATE.
- 2. UTILIZE ASTM C-33 SAND FOR FINE DRAINAGE AGGREGATE. CONTRACTOR TO FURNISH ENGINEER WITH THE GRADATION OF ASTM C-33 SAND FROM SUPPLIER PRIOR TO USE. SAND FOR FINE DRAINAGE AGGREGATE SHALL BE NATURAL / RIVER RUN MATERIAL. SAND CREATED FROM ROCK CRUSHING OPERATIONS WILL NOT BE PERMITTED. SAND DERIVED FROM LIMESTONE OR OTHER MATERIALS HAVING EITHER CEMENTITIOUS OR SOLUTIONING PROPERTIES WILL NOT BE ACCEPTED. ENGINEER SHALL REVIEW AND APPROVE SOURCE OF SAND.
- SOME MODIFICATIONS OF DRAIN LAYOUT MAY BE REQUIRED IN THE FIELD TO ACCOMMODATE EXISTING SITE TOPOGRAPHY.
- 4. INSTALLATION OF DIAPHRAGM FILTER WILL BE ACCOMPLISHED IN SUCH A MANNER THAT WORKER SAFETY IS NOT COMPROMISED IN ANY WAY. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PREVENT COLLAPSE OF TRENCH OR SLOPE INSTABILITY DURING INSTALLATION.
- 5. ALL GEOTEXTILE FABRIC UNDERLYING PROPOSED RIPRAP TO BE NON-WOVEN, NEEDLE-PUNCHED POLYPROPYLENE WITH A MINIMUM WEIGHT OF EIGHT (8) OUNCES PER SQUARE YARD, AND AN A.O.S. (U.S. SIEVE NO.) OF 80. GEOTEXTILE MATERIAL TO BE APPROVED BY ENGINEER PRIOR TO INSTALLATION. ALL GEOTEXTILE MATERIALS MUST BE DELIVERED TO THE JOB SITE IN FACTORY-INSTALLED PROTECTIVE WRAPPINGS WITH ATTACHED DOCUMENTATION CERTIFYING THE QUALITY AND CONDITION OF GEOTEXTILE. USE OF AN UNAPPROVED GEOTEXTILE WILL RESULT IN REMOVAL OF MATERIAL AT CONTRACTOR'S EXPENSE.

# GENERAL NOTES FOR CONCRETE STRUCTURES:

EXCEPT AS OTHERWISE NOTED OR SPECIFIED, THESE GENERAL NOTES SHALL APPLY TO THE CONCRETE STRUCTURES.

ALL CONCRETE SHALL CONFORM TO THE MOST RECENT EDITION OF "CODE REQUIREMENTS FOR ENVIRONMENTAL ENGINEERING CONCRETE STRUCTURES, ACI-350."

STRUCTURAL DESIGN IS BASED UPON CONCRETE WITH A COMPRESSIVE STRENGTH OF 4500 PSI AT 28 DAYS AND REINFORCEMENT WITH A MINIMUM YIELD STRENGTH OF 60.000 PSI.

CONCRETE TESTING WILL BE IN COMPLIANCE WITH THE FOLLOWING ASTM STANDARDS: C31, C39, C138, C143, C172, C173, AND C231.

FOR REINFORCING STEEL

2.

3.

4.

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- a. FOR DEVELOPMENT AND LAP SPLICE LENGTH, REFER TO ACI 318 AND ACI 350.
- REINFORCEMENT SHALL HAVE A MINIMUM LENGTH OF 20'-0" BETWEEN SPLICES UNLESS OTHERWISE SHOWN SPLICES SHALL NOT CROSS CONSTRUCTION OR CONTRACTION JOINTS.
- SPLICE DIMENSIONS SHOWN ARE MINIMUM VALUES. CONTRACTOR MAY ELECT TO UTILIZE LONGER SPLICE LENGTHS TO ACCOUNT FOR POTENTIAL CONSTRUCTION VARIANCES AT NO ADDITIONAL COST TO THE OWNER.

FOR DOWEL BARS:

- a. DOWEL BARS SHALL MEET THE REQUIREMENTS OF ASTM A36 AND ARE TO BE GALVANIZED IN ACCORDANCE WITH ASTM A123.
- b. PLAIN DOWEL BARS SHALL BE 2 FEET LONG AND 3/4" DIAMETER SMOOTH STEEL.
- c. ONE-HALF OF EACH DOWEL BAR SHALL BE COATED WITH HEAVY GREASE TO PREVENT BOND WITH CONCRETE. d. DOWELS SHALL BE KEPT IN STRAIGHT ALIGNMENT, AS SHOWN IN THE PLANS, DURING AND
- SUBSEQUENT TO CONCRETE PLACEMENT.
- e. DOWELS SHALL BE SPACED 12 INCHES APART ALONG ALL CONTRACTION JOINTS UNLESS OTHERWISE NOTED.
- CHAMFER ALL EXPOSED CORNERS 3/4" UNLESS OTHERWISE SHOWN OR DESIGNATED.

CUT OR BEND STEEL REINFORCING BARS AS NECESSARY TO INSTALL DRAIN PIPE OUTLETS.

JOINTS

a. ADDITIONAL CONSTRUCTION JOINTS OR RELOCATION OF CONSTRUCTION JOINTS MAY BE USED IF

APPROVED BY ENGINEER. b. CONSTRUCTION JOINTS SHALL BE AS SHOWN ON THE PLANS. UNDER NO CIRCUMSTANCES MAY A SECTION OF WALL BE POURED HIGHER THAN TEN FEET DURING ANY ONE PLACEMENT (UNLESS OTHERWISE SHOWN).

10. EMBEDDED MATERIALS

- a. BEFORE PLACING CONCRETE, CARE SHALL BE TAKEN THAT ALL EMBEDDED ITEMS ARE IN POSITION AND SECURELY FASTENED IN PLACE. b. ALL WATERSTOPS SHALL BE SUPPORTED AND PROTECTED FROM DAMAGE AND EXPOSURE

11. CLEAR COVER TO REINFORCEMENT DISTANCE SHALL BE 2" FROM FORMED FACES/EDGES AND 3" FROM UNFORMED FACES/EDGES CAST AGAINST EARTH OR ROCK (UNLESS OTHERWISE SHOWN).

FILL MATERIALS	COMPACTION REQUIREMENTS								
	S ED		LIN	TURE 11TS CENT MUM	MAXIMUM LAYER	MAX. ROCK	CONTROL TEST		
	UNIFIED CLASS	PERCENT OF MAXIMUM			THICKNESS INCHES	SIZE IN	A.S.T.M.		
DESCRIPTION	50	DENSITY	FROM	то	UNCOMPACTED	INCHES	DESIGN		
ANDY SILT	ML	95 (MIN)	OPT.	+4	9	6	ASTM D-698		
SILTY SAND	SM	95 (MIN)	OPT.	+4	9	6	ASTM D-698		
CLAYEY SAND	SC	95 (MIN)	OPT.	+4	9	6	ASTM D-698		
EAN CLAY	CL	95 (MIN)	OPT.	+4	9	6	ASTM D-698		



N.T.S.



GEORGIA 811 CALL BEFORE YOU DIG IT'S THE LAW







	A
B.F.	BOTH FACES
8.I.G.	BREAK-IN-GRADE
8P, B.P.	BEGINNING POINT
CJ,C.J.	CONSTRUCTION JOINT
C/L, CL, €	CENTER LINE
MP, C.M.P.	CORRUGATED METAL PIP
).F.	DOWNSTREAM FACE
)I, D.I.	DROP INLET
DIA.	DIAMETER
)IP, D.I.P.	DUCTILE IRON PIPE
)/S	DOWNSTREAM
F.	EACH FACE
ELEV., EL.	ELEVATION
/P	EDGE OF PAVEMENT
P, E.P.	END POINT
XIST.	EXISTING
T	FEET
IW, H.W.	HEADWALL
D.	INSIDE DIAMETER
Ξ, Ι.Ε.	INVERT ELEVATION
F.	INSIDE FACE (FLOW SIDE)
NV.	INVERT
F, L.F.	LINEAR FOOT
1.S.L.	MEAN SEA LEVEL

02 OF 16

Section IX. Item 5.

















N.T.S.





Section IX, Item 5.







# WASHOUT PROCEDURES

1. A SIGN SHALL BE INSTALLED WITHIN 30 FEET OF EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES. WASHOUT FACILITY SHALL BE BOUND ON THREE SIDES WITH ORANGE TREE PROTECTION FENCE TO MARK LOCATION.

2. TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.

3. TEMPORARY WASHOUT FACILITIES SHALL HAVE A TEMPORARY PIT OR BERMED AREA OF SUFFICIENT VOLUME TO COMPLETELY CONTAIN ALL LIQUID AND WASTE CONCRETE MATERIALS GENERATED DURING WASHOUT PROCEDURES.

4. PERFORM WASHOUT OF CONCRETE MIXERS, DELIVERY TRUCKS, AND OTHER DELIVERY SYSTEMS IN DESIGNATED AREAS ONLY.

5. WASH CONCRETE ONLY FROM MIXER CHUTES INTO APPROVED CONCRETE WASHOUT FACILITY. WASHOUT MAY BE COLLECTED IN AN IMPERMEABLE BAG OR OTHER IMPERMEABLE CONTAINMENT DEVICE FOR DISPOSAL.

6. PUMP EXCESS IN CONCRETE PUMP BIN BACK INTO CONCRETE MIXER TRUCK.

7. CONCRETE WASHOUT FROM CONCRETE PUMPER BINS CAN BE WASHED INTO CONCRETE PUMPER TRUCKS AND DISCHARGED INTO DESIGNATED WASHOUT AREA OR PROPERLY DISPOSED OFFSITE.

8. ONCE CONCRETE WASTES ARE WASHED INTO THE DESIGNATED AREA AND ALLOWED TO HARDEN, THE CONCRETE SHALL BE BROKEN UP, REMOVED, AND DISPOSED OF IN AN APPROVED INERT LANDFILL.

9. PLASTIC LINING MATERIAL SHALL BE A MINIMUM OF 10 MIL POLYETHYLENE SHEETING AND SHALL BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL. LINER SEAMS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS.

10. THE SOIL BASE SHALL BE PREPARED FREE OF ROCKS OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE PLASTIC LINING MATERIAL

# MAINTENANCE AND INSPECTION

1. TEMPORARY WASHOUT FACILITIES SHALL BE MAINTAINED TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM FREEBOARD OF 12 INCHES. MAINTAINING TEMPORARY CONCRETE WASHOUT FACILITIES SHALL INCLUDE REMOVING AND DISPOSING OF HARDENED CONCRETE AND RETURNING THE FACILITIES TO A FUNCTIONAL CONDITION. HARDENED CONCRETE MATERIALS SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED INERT LANDFILL.

2. EXISTING FACILITIES MUST BE CLEANED, OR NEW FACILITIES MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASHOUT IS 75% FULL

3. TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE INSPECTED FOR DAMAGE (I.E. TEARS IN POLYETHYLENE, MISSING SANDBAGS, ETC.). DAMAGED FACILITIES SHALL BE REPAIRED.





					,	<del></del>		Section
		G	EOF	RGIA			$\uparrow \uparrow$	
				DING SYSTEM				
				MENT CONTROL PRACTICES				
CODE	S7 PRACTICE		RAL F	PRACTICES				
(Cd)	CHECKDAM		ſ	A small temporary barrier or dam constructed across a swale, drainage ditch or area of concentrated flow.				
(Ch)	CHANNEL STABILIZATION		TT.	Improving, constructing or stabilizing an open channel, existing stream, or ditch.				
<u> </u>	CONSTRUCTION EXIT		e V	A crushed stone pad located at the construction site exit to provide a place for removing mud from tires thereby protecting				
Cr	CONSTRUCTION ROAD STABILIZATION		(IABEL)	public streets. A travelway constructed as part of a construction plan including access roads, subdivision roads, parking areas and other on-site vehicle transportation routes.				
Dc	STREAM DIVERSION CHANNEL		¢	A temporary channel constructed to convey flow around a construction site while a permanent structure is being constructed.	D BX:			<b>-2015</b> 5603
Di	DIVERSION			An earth channel or dike located above, below, or across a slope to divert runoff. This may be a temporary or permanent structure.	CHECKED BY: JTC	Щ		- DATE: <b>OI -31-2015</b> ER NO. PE035603
Dn1	TEMPORARY DOWNDRAIN STRUCTURE			A flexible conduit of heavy-duty fabric or other material designed to safely conduct surface runoff down a slope. This is temporary and inexpensive.		TS, F		DATE: ENGINEER NO
Dn2	PERMANENT DOWNDRAIN STRUCTURE		(LABEL)	A paved chute, pipe, sectional conduit or similar material designed to safely conduct surface runoff down a slope.	DRAWN BY: KAB	COAT		
Fr	FILTER RING	I		A temporary stone barrier constructed at storm drain inlets and pond outlets.	DRA	ER 0		KOFESSIONAL
Ga	GABION		J	Rock filter baskets which are hand-placed into position forming soil stabilizing structures.	ž	<b>1</b>		A PROFI
Gr	GRADE STABILIZATION STRUCTURE		Gr J (LABEL)	Permanent structures installed to protect channels or waterways where otherwise the slope would be sufficient for the running water to form gullies.	DESIGNED BY: MCG	¬	,	GEORGIA
Lv	LEVEL SPREADER		Ę	A structure to convert concentrated flow of water into less erosive sheet flow. This should be constructed only on undisturbed soils.	ä			
Rd	ROCK FILTER DAM		ſ	A permanent or temporary stone filter dam installed across small streams or drainageways.			STAC	
Re	RETAINING WALL	·	Re	A wall installed to stabilize cut and fill slopes where maximum permissible slopes are not obtainable. Each situation will require special design.		L CJ		
Rt	RETRO FITTING	Ŕ	(LAREL)	A device or structure placed in front of a permanent stormwater detention pond outlet structure to serve as a temporary sediment filter.		C ST	PROFESSIONAL	V TY
Sd1	SEDIMENT BARRIER	Y	(NDICATE TYPE)	A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, brush, logs and poles, gravel, or a silt fence. An impounding area created by excavating	<sup>ب</sup> ارا ارا		JONE	
Sd2	INLET SEDIMENT TRAP		63	around a storm drain drap inlet. The excavated area will be filled and stabilized on completion of construction activities. A basin created by excavation or a dam			111112	
Sd3	TEMPORARY SEDIMENT BASIN TEMPORARY			across a waterway. The surface water runoff is temporarily stored allowing the bulk of the sediment to drop out. A small temporary pond that drains a			) -	0005 /
(Sd4)	SEDIMENT TRAP	EC.		disturbed area so that sediment can settle out. The principle feature distinguishing a temporary sediment trap from a temporary sediment basin is the lack of a pipe or riser.				iaretta, GA 3000 770-781-8003 / I. <b>COM</b>
Sk	FLOATING SURFACE SKIMMER		Sk)~~	A buoyant device that releases/drains water from the surface of sediment ponds, traps, or basins at a controlled rate of flow.			I	Suite A / Alpharetta, GA 30005 -8008 / Fax: 770-781-8003 / abel-end.com
Spb	SEEP BERM		Spb	diversion perpendicular to the direction of runoff to enhance dissipation and infiltration, while creating multiple sedimentation chambers with the employment of intermediate dikes.		SCI N O		ad, Suite A / Alph 781-8008 / Fax: 7 102bel-end
Sr	TEMPORARY STREAM CROSSING		Sr (MRE) (MRE)	A temporary bridge or culvert-type structure protecting a stream or watercourse from damage by crossing construction equipment. A paved or short section of riprap channel				5 Shiloh Road Phone: 770-78 SChn
St	STORMDRAIN OUTLET PROTECTION			at the outlet of a storm drain system preventing erosion from the concentrated runoff.				6445 Shiloh Roa Phone: 770-7 SCh
Su	SURFACE ROUGHENING		HSUH (To	A rough soil surface with horizontal depressions on a contour or slopes left in a roughened condition after grading. A floating or staked barrier installed within				
Тс	TURBIDITY CURTAIN		N IN K AT	the water (it may also be referred to as a floating boom, silt barrier, or silt curtain). The practice of stripping off the more fertile				۰ م
Тр	TOPSOILING		(SHORE STREPTLY AND STORAGE AREAS)	soil, storing it, then spreading it over the disturbed area after completion of construction activities. To protect desirable trees from injury during	5	۲I		AILS
Tr)	TREE PROTECTION VEGETATED WATERWAY OR	Ú	(DENOTE TREE CENTERS)	construction activity. Paved or vegetative water outlets for	PARK LAKE DAM	IN UF LYRUNE COUNTY, GEORGIA		JE I AII
Wt	OR STORMWATER CONVEYANCE CHANNEL		<u>++</u> )	diversions, terraces, berms, dikes or similar structures.		I YRUNE ITY, GEO	-	
CODE		EGETATI DETAIL	MAP	RACTICES	PARK			AN
Bf	BUFFER ZONE			Strip of undisturbed original vegetation, enhanced or restored existing vegetation or				ES&PC PLAN -
	COASTAL DUNE STABILIZATION (WITH	A THE AREAL		the reestablishment of vegetation surrounding an area of disturbance or bordering streams. Planting vegetation on dunes that are denuded artificially constructed, or re-nourished.	HANDLEY	FAYETTE		Л Л
	VEGETATION) DISTURBED AREA STABILIZATION (WITH		Ds1	Establishing temporary protection for disturbed areas where seedlings may not have		цŢ		х Л
	MULCHING ONLY) DISTURBED AREA		Ds2	a suitable growing season to produce an erosion retarding cover. Establishing a temporary vegetative cover with fast growing seedings on disturbed				
	TEMP SEEDING) DISTURBED AREA STABILIZATION (WITH		Ds3	areas. Establishing a permanent vegetative cover such as trees, shrubs, vines, grasses, or				
Ds4	PERM SEEDING) DISTURBED AREA STABILIZATION (SODDING)		Ds4	A permanent vegetative cover using sods on highly erodable or critically eroded lands.				
Du	(SODDING) DUST CONTROL ON DISTURBED AREAS		Du	Controlling surface and air movement of dust on construction site, roadways and				
FI-Co	FLOCCULANTS AND COAGULANTS		FI-Co	similar sites. Substance formulated to assist in the solids/liquid separation of suspended				
Sb s	STREAMBANK TABILIZATION (USING PERM VEGETATION)		Sb	particles in solution. The use of readily available native plant materials to maintain and enhance streambanks, or to prevent, or restore and reading mail, streambank, accelance problems				
	SLOPE STABILIZATION		Ss	repair small streambank erosion problems. A protective covering used to prevent erosion and establish temporary or permanent vegetation on steep slopes, shore lines, or				
				channels.				

SHEET 13 OF 16

# SITE DESCRIPTION

PROJECT TYPE: <u>REMEDIATION TO EXISTING EARTHEN DAM</u> PROJECT DESCRIPTION: THE PROJECT INVOLVES THE REHABILITATION AND MODIFICATIONS TO AN EXISTING EARTHEN EMBANKMENT DAM AND ASSOCIATED SPILLWAY OUTLET WORKS. THE REHABILITATION/MODIFICATION MEASURES INCLUDE REMOVAL OF TREES AND OTHER INAPPROPRIATE VEGETATION FROM THE EMBANKMENT SLOPES, REGRADING THE EMBANKMENT TO INCLUDE FLATTENING THE DOWNSTREAM SLOPE, CONSTRUCTION OF AN EARTHEN AUXILIARY SPILLWAY CHANNEL, EXTENDING THE PRINCIPAL SPILLWAY OUTLET, CONSTRUCTION OF A REINFORCED-CONCRETE HEADWALL, AND INSTALLING A RIPRAP LINED SCOUR APRON. ALL DISTURBED AREAS SHALL BE STABILIZED WITH PERMANENT VEGETATION.

See timeline below for intended sequence of major activities which disturb soils for major portions of the site.

PROJECT AREA: 2.0 AC

DISTURBED AREA: 2.0 AC

SCS CURVE NUMBER (PRE-CONSTRUCTION): 64

SCS CURVE NUMBER (POST-CONSTRUCTION): 64

# **STREAM BUFFERS & WETLANDS**

STATE WATERS LOCATED ON OR WITHIN 200 FEET OF THIS SITE HAVE BEEN DELINEATED. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25-FOOT OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.

WE ARE OF THE OPINION THAT WETLANDS ARE PRESENT WITHIN 200 FEET OF THE PROJECT SITE. CONSTRUCTION PLANS HAVE BEEN DESIGNED FOR ENCROACHMENT INTO WETLANDS, TOTAL WETLANDS IMPACTS: 631 SQ. FT. (0.014 ACRE)

UPSTREAM BUFFER DISTURBANCE: 14,264.3 SQ. FT. (0.34 ACRE); 636 L.F.

DOWNSTREAM BUFFER DISTURBANCE: 3,749.7 SQ. FT. (0.09 ACRE); 75 L.F.

TOTAL BUFFER DISTURBANCE: 18,014.0 SQ. FT. (0.43 ACRE); 711 L.F.

STREAM DISTURBANCE: 375 SQ. FT.

# CONSTRUCTION SCHEDULE



SCOPE ITEMS

- A. INSTALL AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES.
- IMPLEMENT AND MAINTAIN CONTROL OF WATER MEASURES DURING CONSTRUCTION ACTIVITIES.
- C. CLEAR AND GRUB PROJECT AREA. REGRADE EMBANKMENT AND CONSTRUCT D.
- AUXILIARY SPILLWAY CHANNEL. EXCAVATE FOR AND CONSTRUCT PROPOSED
- PRINCIPAL SPILLWAY OUTLET AND SCOUR APRON. VEGETATE ALL AREAS AS REQUIRED DURING CONSTRUCTION OF THE PROJECT AS REQUIRED BY THE SEDIMENT AND EROSION CONTROL PLAN.



EROSION CONTROL PROGRAM - CLEARING WILL BE KEPT TO A MINIMUM. VEGETATION AND/OR MULCH WILL BE APPLIED TO APPLICABLE AREAS IMMEDIATELY AFTER GRADING IS COMPLETED. SILT FENCES AND RIP-RAP WILL BE EMPLOYED TO PREVENT EROSION IN AREAS OF CONCENTRATED WATER FLOWS.

SEDIMENT CONTROL PLAN - ALL DISTURBED AREAS ARE TO BE VEGETATED. SEDIMENT CONTROL WILL BE ACCOMPLISHED BY THE VEGETATING OF ALL DISTURBED AREAS AND THE INSTALLATION OF SILT FENCES.

TANDARDS & SPECIFICATIONS - ALL DESIGNS AND ALL WORK WILL BE DONE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE PUBLICATION ENTITLED "MANUAL FOR EROSION & SEDIMENT CONTROL IN GEORGIA".

MAINTENANCE PROGRAM - ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE CHECKED DAILY AND ANY DEFICIENCIES NOTED WILL BE CORRECTED BY THE END OF EACH DAY. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION. CLEANOUT OF SEDIMENT BARRIERS WILL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND DISPOSED OF BY SPREADING ON SITE. SEDIMENT BARRIERS WILL REMAIN UNTIL DISTURBED AREAS ARE STABILIZED. SEDIMENT FENCES AND BARRIERS WILL THEN BE REMOVED AND SURROUNDING AREAS VEGETATED. GUIDELINES FOR THE MAINTENANCE OF THE ESTABLISHED VEGETATED AREAS ARE TO BE PROVIDED TO THE OWNER WHEN DISTURBED AREAS ARE STABILIZED.

PRE-CONSTRUCTION MEETING - A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED, TO INCLUDE TOWN OF TYRONE STAFF, PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES. PLEASE CALL <u>770-487-4038</u> TO COORDINATE SCHEDULING WITH TOWN OF TYRONE STAFF.



GEORGIA 81 CALL BEFORE YOU DIG DIAL 811 OR CALL 1-800-282-7411 UTILITIES PROTECTION CENTER IT'S THE LAW

NOTE: CONTRACTOR MUST COORDINATE WORK WITH UTILITY PROVIDERS TO MAINTAIN UTILITY SERVICE AND A SAFE WORK SITE.

I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR100001

I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION.

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

Of G	
IGNATURE	

J. TYLER COATS, P.E. GEORGIA PROFESSIONAL ENGINEERING LICENSE NO. 35603 GSWCC LEVEL II CERTIFICATION NO. 0000020669

"I CERTIFY THAT AN INSPECTION OF THE INSTALLATION OF BEST MANAGEMENT PRACTICES, AS SHOWN ON THE PLANS, WILL BE MADE WITHIN 7 DAYS AFTER INITIAL CONSTRUCTION ACTIVITIES BEGIN." Oh Gh 01-31-2025 FNGINEE

# **GENERAL NOTES**

# WASTE MATERIALS SHALL NOT BE DISCHARGED INTO WATERS OF THE STATE, EXCEPT AS AUTHORIZED WILL BE LOCATED IN AN AREA WHERE THE LIKELIHOOD OF THE UNIT CONTRIBUTING TO STORM NEGLIGIBLE. ADDITIONAL CONTAINMENT BMP'S MUST BE IMPLEMENTED, SUCH AS GRAVEL BAGS IED PLASTIC SKID CONTAINERS AROUND THE BASE, TO PREVENT WASTES FROM CONTRIBUTING TO RGES. THE LOCATIONS OF SANITARY WASTE UNITS MUST BE IDENTIFIED ON THE INTERMEDIATE SION AND SEDIMENT CONTROL PLAN (SHEET 2) BY THE CONTRACTOR ONCE THE LOCATION HAS

CONSTRUCTION PERIOD	IE FOLLOWING NON-STORM WATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE : RS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).	ALL SANITARY L WATER DISCHAI OR SPECIALLY E STORM WATER
	UNDWATER (FROM DEWATERING EXCAVATION IF ANY).	GRADING PHASI
INVENTORY FOR POLLUT		PRODUCT SPEC
	STANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ON SITE DURING CONSTRUCTION:	PETROLEUM BA
CEMENT DETERGENTS PAINTS CONCRETE TAR FERTILIZER	PETROLEUM BASED PRODUCTS WOOD MASONRY BLOCKS CLEANING SOLVENTS	INSPECTED DAIL REGULAR PREV AWAY FROM ST TANKS SHALL H OILS, FUELS, AN CONTAINER ANI
SPILL PREVENTION:		PAINTS/FINISHE USE. EXCESS P
THE FOLLOWING ARE TH	E MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR	MATERIAL USED MANUFACTURE
OTHER ACCIDENTAL EXF GOOD HOUSEKEEPING:	POSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.	CONCRETE TRU CONCRETE OR I
	HOUSEKEEPING PRACTICES WILL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT.	FERITLIZER/HEF
	MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.	SPECIFICATIONS EROSION AND S
	RED ONSITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS NDER ROOF OR OTHER ENCLOSURE.	CONTAINERS. BUILDING MATE
PRODUCTS WILL BE F	KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.	SUCH MATERIAL
POSSIBLE, ALL OF A F	OT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER. WHENEVER PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER. MANUFACTURER'S	SPILL CLEANUP
	FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED. THE SITE SUPERINTENDENT WILL INSPECT OPER USE AND DISPOSAL OF MATERIALS ONSITE.	LOCAL, STATE A PERSONNEL.
	ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS:	MATERIAL AND MATERIALS ANE LITTER, SAND, S
ORIGINAL LABELS A	E KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE. AND MATERIAL SAFETY DATA WILL BE RETAINED; THEY CONTAIN IMPORTANT PRODUCT JCT MUST BE DISPOSED OF, MANUFACTURER'S OR LOCAL AND STATE RECOMMENDED METHODS	SPILL PREVENT PREVENT FUTU
FOR PROPER DISPO	DSAL WILL BE FOLLOWED.	ALL SPILLS WILI LOCAL, STATE, /
	CT SPECIFIC PRACTICES WILL BE FOLLOWED ONSITE:	FOR SPILLS THA (NRC) WILL BE C
MAINTENANCE TO REDU	CE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED E CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO	FOR SPILLS OF
	RS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE	FOR SPILLS GRI WITHIN 24 HOUF
STORAGE WILL BE IN A C	APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. COVERED SHED. THE CONTENT OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE ALABLE PLASTIC BIN TO AVOID SPILLS.	FOR SPILLS LES 24 HOURS.
NOT BE DISCHARGED INT	RS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO RUCTIONS OR STATE AND LOCAL REGULATIONS.	THE CONTRACT OF PETROLEUM HAS A CAPACIT
	INCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR TSIDE OF DESIGNATED AREA AS SHOWN ON THE PLANS.	COUNTERMEAS
	DD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS I, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:	
	DMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND SITE PERSONNEL WILL E PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES.	
EQUIPMENT AND MATER	IENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ONSITE. IALS WILL INCLUDE BUT NOT BE LIMITED TO BROOMS, DUST PANS, MOPS, RAGS, GLOVES, , SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS	
ALL SPILLS WILL BE CLEA	ANED UP IMMEDIATELY AFTER DISCOVERY.	
	EXEPT WELL VENTILATED, AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO CONTACT WITH HAZARDOUS SUBSTANCES.	
SPILLS OF TOXIC OR HAZ AGENCY, REGARDLESS (	ZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT OF THE SIZE.	
THE SPILL PREVENTION REOCCURRING AND HOV	PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM V TO CLEANUP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT	
THE SITE SUPERINTEND	EANUP MEASURES WILL ALSO BE INCLUDED. ENT RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS WILL BE THE SPILL PREVENTION AND R. HE WILL DESIGNATE AT LEAST THREE OTHER SITE PERSONNEL WHO WILL RECEIVE SPILL NUP TRAINING. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE	

WASTE MATERIALS:

ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED A MINIMUM OF ONCE PER WEEK OR MORE OFTEN IF NECESSARY, AND TRASH BE HAULED AS REQUIRED BY LOCAL REGULATIONS. NO CONSTRUCTION WASTE WILL BE BURIED ON-SITE.

ALL PERSONNEL WILL BE INSTRUCTED ON PROPER PROCEDURES FOR WASTE DISPOSAL. A NOTICE STATING THESE PRACTICES WILL BE POSTED ON THE JOBSITE, AND THE CONTRACTOR WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

HAZARDOUS WASTES:

ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL, STATE AND/OR FEDERAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS. THE JOBSITE SUPERINTENDENT, WHO WILL ALSO BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED, WILL INSTRUCT SITE PERSONNEL IN THESE PRACTICES. MATERIAL DATA SAFETY SHEETS (MSDS'S) FOR EACH SUBSTANCE WITH HAZARDOUS PROPERTIES THAT IS USED ON THE JOBSITE WILL BE OBTAINED AND USED FOR PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. AN MSDS WILL BE POSTED IN THE IMMEDIATE AREA WHERE SUCH PRODUCT IS STORED AND/OR USED, AND ANOTHER COPY OF EACH MSDS WILL BE MAINTAINED IN THE ESPCP FILE AT THE JOBSITE CONSTRUCTION TRAILER OFFICE. EACH EMPLOYEE WHO MUST HANDLE A SUBSTANCE WITH HAZARDOUS PROPERTIES WILL BE INSTRUCTED ON THE USE OF MSDS SHEETS AND THE SPECIFIC INFORMATION IN THE APPLICABLE MSDS FOR THE PRODUCT HE/SHE IS USING, PARTICULARLY REGARDING SPILL CONTROL TECHNIQUES.

### SANITARY WASTES:

A MINIMUM OF ONE PORTABLE SANITARY UNIT WILL BE PROVIDED FOR EVERY TEN (10) WORKERS ON THE SITE. ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF ONE TIME PER WEEK BY A LICENSED PORTABLE FACILITY PROVIDER IN COMPLETE COMPLIANCE WITH LOCAL AND STATE REGULATIONS.



# CERTIFICATIONS

01-31-2025

DATE

## RACTICES:

RODUCTS - CONTAINERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS, AND TARS WILL BE R LEAKS AND SPILLS. THIS INCLUDES ON-SITE VEHICLES AND MACHINERY DAILY INSPECTIONS AND VE MAINTENANCE OF SUCH EQUIPMENT, EQUIPMENT MAINTENANCE AREAS WILL BE LOCATED TER, NATURAL DRAINS AND STORM WATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING SECONDARY CONTAINMENT LINER TO PREVENT/MINIMIZE SITE CONTAMINATION. DISCHARGE OF RICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE OSAL AS REQUIRED BY LOCAL AND STATE REGULATIONS.

/ENTS - ALL PRODUCTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN CT WILL NOT BE DISCHARGED TO THE STORM WATER COLLECTION SYSTEM. EXCESS PRODUCT, THESE PRODUCTS, AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO ECIFICATION AND RECOMMENDATIONS.

SHING - NO CONCRETE TRUCKS WILL BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS WASH WATER OUTSIDE OF DESIGNATED AREA AS SHOWN ON THE PLANS.

ES - THESE PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S BOVE THE GUIDELINES SET FORTH IN THE CROP ESTABLISHMENT OR IN THE GSWCC MANUAL FOR INT CONTROL IN GEORGIA. ANY STORAGE OF THESE MATERIALS WILL BE UNDER ROOF IN SEALED

- NO BUILDING OR CONSTRUCTION MATERIALS WILL BE BURIED OR DISPOSED OF ON-SITE. ALL BE DISPOSED OF BY PROPER WASTE DISPOSAL PROCEDURES.

ONTROL PRACTICES

NUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE MADE AVAILABLE TO SITE

MENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREAS. TYPICAL PMENT INCLUDES, BUT IS NOT LIMITED TO, BROOMS, DUSTPANS, MOPS, RAGS, GOGGLES, CAT JST, AND PROPERLY LABELED PLASTIC AND METAL WASTE CONTAINERS.

ACTICES AND PROCEDURES WILL BE REVIEWED AFTER A SPILL AND ADJUSTED AS NECESSARY TO

EANED UP IMMEDIATELY UPON DISCOVERY. ALL SPILLS WILL BE REPORTED AS REQUIRED BY EDERAL REGULATIONS.

ACT SURFACE WATER (LEAVE A SHEEN ON SURFACE WATER), THE NATIONAL RESPONSE CENTER TED WITH 24 HOURS AT 1-800-426-2675.

KNOWN AMOUNT, THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS. HAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE GEORGIA EPD WILL BE CONTACTED

25 GALLONS AND NO SURFACE WATER IMPACTS, THE GEORGIA EPD WILL BE CONTACTED WITHIN

ALL NOTIFY THE LICENSED PROFESSIONAL WHO PREPARED THIS PLAN IF MORE THAN 1320 GALLONS DRED ON-SITE. (THIS INCLUDES CAPACITIES OF EQUIPMENT), OR IF ANY ONE PIECE OF EQUIPMENT 60 GALLONS. THE CONTRACTOR WILL NEED A SPILL PREVENTION CONTAINMENT AND PLAN PREPARED BY THAT LICENSED PROFESSIONAL.

						Se	ection	IX, I	tem 5.	
								DATE		
PT AS AUTHORIZED										
D OF THE UNIT CONTRIBUTING TO STORM T BE IMPLEMENTED, SUCH AS GRAVEL BAGS O PREVENT WASTES FROM CONTRIBUTING TO MUST BE IDENTIFIED ON THE INTERMEDIATE E CONTRACTOR ONCE THE LOCATION HAS								DESCRIPTION		
JELS, LUBRICANTS, AND TARS WILL BE ES AND MACHINERY DAILY INSPECTIONS AND MAINTENANCE AREAS WILL BE LOCATED GE INLETS. IN ADDITION, TEMPORARY FUELING MIZE SITE CONTAMINATION. DISCHARGE OF DS WILL INCLUDE COLLECTION IN A SUITABLE DNS.								DE		
SEALED ORIGINAL CONTAINERS WHEN NOT IN COLLECTION SYSTEM. EXCESS PRODUCT, . BE DISPOSED OF ACCORDING TO							2	REV.		
O WASH OUT OR DISCHARGE SURPLUS OWN ON THE PLANS. IAT DO NOT EXCEED THE MANUFACTURER'S ABLISHMENT OR IN THE GSWCC MANUAL FOR MATERIALS WILL BE UNDER ROOF IN SEALED	CHECKED BY:	JTC	OATS DE	Ċ, Ĺ				EEK NU. PEU35603 NO. 0000020669		
E BURIED OR DISPOSED OF ON-SITE. ALL CEDURES.	DRAWN BY:	KAB	C	)				NAL ENGINEER NU. RTIFICATION NO. 00		
L CLEANUP WILL BE MADE AVAILABLE TO SITE					١			UFESSIG		
IN THE MATERIAL STORAGE AREAS. TYPICAL DUSTPANS, MOPS, RAGS, GOGGLES, CAT ASTE CONTAINERS. ER A SPILL AND ADJUSTED AS NECESSARY TO	DESIGNED BY: MCG J. TYL					1		GEURGIA PRUFESSIONA GSWCC LEVEL II CERTII		
LLS WILL BE REPORTED AS REQUIRED BY										
WATER), THE NATIONAL RESPONSE CENTER					S1t	03	·\\ <sub>\</sub>			
(NRC) WILL BE CONTACTED WITHIN 24 HOURS. S, THE GEORGIA EPD WILL BE CONTACTED IE GEORGIA EPD WILL BE CONTACTED WITHIN	C C C C C C C C C C C C C C C C C C C					HAN THE				
PARED THIS PLAN IF MORE THAN 1320 GALLONS PMENT), OR IF ANY ONE PIECE OF EQUIPMENT REVENTION CONTAINMENT AND	ENGINEERING									
					6445 Shiloh Road, Suite A / Alpharetta, GA 30005					
	HANDLEY PARK LAKE DAM TOWN OF TYRONE FAYETTE COUNTY, GEORGIA		ES&PC PLAN - NOTES (1 OF 2)							
24-HOUR EROSION CONTROL CONTACT SCOTT LANGFORD TOWN OF TYRONE PHONE: (770) 487-4038			TE: 、	JAN SHI	417 UAF EET DF 1	RY 2		0		

# NOI INFORMATION

COVERAGE DESIRED:	GAR100001 - STAND ALONE
I. <u>SITE/OWNER/OPERATOR INF</u>	ORMATION
GPS LOCATION OF CONSTRUCTION EXIT: LATIT	UDE 33°28'58"N LONGITUDE 84°34'38"W
II. <u>SITE/OWNER/OPERATOR INF</u>	ORMATION
CONSTRUCTION START DATE:	APRIL 2025
COMPLETION DATE:	AUGUST 2025
ESTIMATED DISTURBED ACREAGE	2.0 AC
III. RECEIVING WATER INFORMA	ATION
INITIAL RECEIVING WATER(S):	UN-NAMED TRIBUTARY TO FLAT CREEK
	_ TROUT STREAM X WARM WATER FISHERIES STREAM
RECEIVING WATER(S):	FLAT CREEK
	_ TROUT STREAM X WARM WATER FISHERIES STREAM
X SAMPLING OF STREAM(S)	_ TROUT STREAM _ WARM WATER FISHERIES STREAM
SAMPLING OF OUTFALL(S)	_ TROUT STREAM _ WARM WATER FISHERIES STREAM
NUMBER OF SAMPLING OUTFALLS	CONSTRUCTION SITE SIZE (AC): <u>2.0</u> AC.
APPENDIX B NTU VALUE: <u>N/A</u>	SURFACE WATER DRAINAGE AREA (SQ. MI.): <u>0.17</u> SQ. MI.

# **APPENDIX B RATIONALE**

APPENDIX B RATIONALE NOT APPLICABLE FOR RECEIVING STREAM SAMPLING. ONLY ≤25 NTU ALLOWED BETWEEN OUTFALL MONITORING POINTS FOR WARM WATER.

# VEGETATIVE PLAN

ALL BARE AREAS RESULTING FROM CONSTRUCTION OPERATIONS WILL BE ESTABLISHED TO PERENNIAL VEGETATION AS SOON AS POSSIBLE AFTER FINAL GRADING IS COMPLETE.

### A. INITIAL TREATMENT

SEEDBED PREPARATION - PREPARE SEEDBED TO A DEPTH OF AT LEAST 4 INCHES ON ALL AREAS WHERE A GOOD SEEDBED IS NOT PRESENT. REMOVE ROCKS, ROOTS, OR OTHER OBJECTS THAT WILL INTERFERE WITH VEGETATION ESTABLISHMENT OR MAINTENANCE OPERATIONS.

FERTILIZER - APPLY AGRICULTURAL LIME AT THE RATE OF 4,000 POUNDS PER ACRE. APPLY 1,500 POUNDS 6-12-12 ANALYSIS FERTILIZER (OR EQUIVALENT) PER ACRE, UNLESS SOIL SAMPLES INDICATE DIFFERENTLY. SPREAD LIME AND FERTILIZER UNIFORMLY OVER ALL AREAS IMMEDIATELY BEFORE FINAL LAND PREPARATION AND MIX THOROUGHLY WITH THE SOIL. APPLY TOP DRESSING OF 75 POUNDS PER ACRE OF AMMONIUM NITRATE (OR EQUIVALENT) WHEN PLANTS ARE 2 TO 4 INCHES TALL.

SEEDING - ALL GRASS WILL BE SEEDED OR SODDED WITH THE FOLLOWING. ALL SEEDING RATES BELOW REPRESENT PURE, LIVE, UNCOATED SEED

DS3 - PERMANENT GRASSING	LBS./AC.	SEEDING DATES
BERMUDA, COMMON (UN-HULLED) BERMUDA, COMMON (HULLED) FESCUE, TALL (ALONE)	195.0 65.0 50.0	OCT. 1 TO FEB. 28 MAR. 1 TO JUL. 1 AUG. 1 TO OCT. 31 MAR. 1 TO APR. 30
DS2 - TEMPORARY GRASSING		
MILLET, PEARL WHEAT (ALONE) RYEGRASS, ANNUAL (ALONE)	50.0 180.0 40.0	APR. 15 TO AUG. 31 OCT. 1 TO DEC. 31 AUG. 1 TO APR. 15

PERMANENT GRASSING SHALL BE SEEDED ONLY DURING THE DATES INDICATED. TEMPORARY GRASSING IS TO BE SEEDED DURING OTHER DATES OF THE YEAR. CONTRACTOR SHOULD ANTICIPATE SEEDING TEMPORARY GRASS AT THE COMPLETION OF LAND DISTURBING ACTIVITIES AND RETURNING LATER (POTENTIALLY AFTER DEMOBILIZATION HAS OCCURRED) TO SEED PERMANENT GRASS, JE TEMPORARY GRASS IS SEEDED FIRST, THE TEMPORARY GRASS SHALL BE STRIPPED, THE SEED BED SHALL BE PREPARED, AND THE GROUND SHALL BE FERTILIZED PRIOR TO SEEDING PERMANENT GRASS

SOIL ANALYSES SHALL BE PERFORMED TO EVALUATE PERCENTAGE OF NITROGEN, PHOSPHORUS, POTASH, SOLUBLE SALT CONTENT, ORGANIC MATTER CONTENT, AND bH VALUE, SOIL TESTS AT 6-INCH AND 12-INCH DEPTHS SHALL BE PERFORMED ON THE COMPLETED EMBANKMENT AND AUXILIARY SPILLWAY. SIX LOCATIONS SHALL BE TESTED ON BOTH THE EMBANKMENT AND AUXILIARY SPILLWAY. AREAS INDICATING POOR SOIL NUTRIENTS AND/OR pH SHALL BE AMENDED APPROPRIATELY TO THE FULL 12-INCH DEPTH.

\*NOTE: RYEGRASS SHALL NOT BE USED IN ANY SEEDING MIXTURES CONTAINING PERENNIAL SPECIES DUE TO ITS ABILITY TO OUT-COMPETE DESIRED SPECIES CHOSEN FOR PERMANENT PERENNIAL COVER.

THE ENGINEER MAY ADJUST THE SEEDING DATES THIRTY (30) DAYS, EARLIER OR LATER, TO BETTER MEET SITE NEEDS AND COMPENSATE FOR VARIATIONS IN LOCAL CLIMATIC CONDITIONS.

ALL SEED WILL BE DISTRIBUTED UNIFORMLY OVER THE AREA.

FIRM SEEDED OR SODDED AREAS WITH CULTIPACKER OR ROLLER IMMEDIATELY FOLLOWING PLANTING.

MULCHING - ALL SEEDED AREAS STEEPER THAN 2 PERCENT WILL BE MULCHED IMMEDIATELY AFTER SEEDING BY SPREADING UNIFORMLY DRY STRAW OR HAY, FREE OF COMPETING WEEDS, AT THE RATE OF ABOUT 2 1 TONS PER ACRE AND TO COVER APPROXIMATELY 75 PERCENT OF THE GROUND SURFACE. WHEN FEASIBLE, ANCHOR MULCH WITH A PACKER OR DISC HARROW WITH BLADES SET STRAIGHT OR WITH EMULSIFIED ASPHALT (GRADE AE5 OR SS1) AT A RATE OF 100 GALLONS EMULSION MIXED WITH 100 GALLONS WATER FOR EACH TON OF MULCH.

B. MANAGEMENT

APPLY ANNUAL APPLICATION OF 400 POUNDS OF 10-10-10 ANALYSIS FERTILIZER PER ACRE AND TOPDRESS WITH 30 POUNDS OF AMMONIUM NITRATE PER ACRE. APPLY AGRICULTURAL LIMESTONE AT THE RATE OF 1 TON PER ACRE EVERY 4 TO 6 YEARS.

# **REQUIRED STATEMENTS**

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING

ALL GRADED SLOPES 3:1 OR GREATER MUST BE HYDROSEEDED AND COVERED WITH GEORGIA DOT APPROVED WOOD FIBER MATTING OR COCONUT FIBER MATTING. IF NOT HYDROSEEDED, GEORGIA DOT APPROVED MATTING THAT HAS BEEN INCORPORATED WITH SEED AND FERTILIZER MUST BE USED. ALL SLOPES MUST BE PROPERLY PROTECTED UNTIL A PERMANENT VEGETATIVE STAND IS ESTABLISHED.

AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.

# MAINTENANCE

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

# **INSPECTIONS**

### A. PERMITTEE REQUIREMENTS.

(1). EACH DAY WHEN ANY TYPE OF CONSTRUCTION ACTIVITY HAS TAKEN PLACE AT A PRIMARY PERMITTEE'S SITE, CERTIFIED PERSONNEL PROVIDED BY THE PRIMARY PERMITTEE SHALL INSPECT: (A) ALL AREAS AT THE PRIMARY PERMITTEE'S SITE WHERE PETROLEUM PRODUCTS ARE STORED, USED, OR HANDLED FOR SPILLS AND LEAKS FROM VEHICLES AND EQUIPMENT AND (B) ALL LOCATIONS AT THE PRIMARY PERMITTEE'S SITE WHERE VEHICLES ENTER OR EXIT THE SITE FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING. THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS SUBMITTED.

(2). MEASURE AND RECORD RAINFALL WITHIN DISCTURBED AREAS OF THE SITE THAT HAVE NOT MET FINAL STABILIZATION ONCE EVERY 24 HOURS EXCEPT ANY NON-WORKING SATURDAY, NON-WORKING SUNDAY AND NON-WORKING FEDERAL HOLIDAY. THE DATA COLLECTED FOR THE PURPOSE OF COMPLIANCE WITH THIS PERMIT SHALL BE REPRESENTATIVE OF THE MONITORED ACTIVITY. MEASUREMENT OF RAINFALL MAY BE SUSPENDED IF ALL AREAS OF THE SITE HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION.

(3), CERTIFIED PERSONNEL (PROVIDED BY THE PRIMARY PERMITTEE) SHALL INSPECT THE FOLLOWING AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS: (A) DISTURBED AREAS OF THE PRIMARY PERMITTEE'S CONSTRUCTION SITE; (B) AREAS USED BY THE PRIMARY PERMITTEE FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; AND (C) STRUCTURAL CONTROL MEASURES. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN APPLICABLE TO THE PRIMARY PERMITTEE'S SITE SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. CERTIFIED PERSONNEL SHALL ALSO CONDUCT INSPECTIONS WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES RAINFALL OR GREATER (UNLESS SUCH STORM ENDS AFTER 5:00 PM ON ANY FRIDAY OR ON ANY NON-WORKING SATURDAY, NON-WORKING SUNDAY OR ANY NON-WORKING FEDERAL HOLIDAY IN WHICH CASE THE INSPECTION SHALL BE COMPLETED BY THE END OF THE NEXT BUSINESS DAY AND/OR WORKING DAY, WHICH OCCURS FIRST). POST-RAIN INSPECTION WILL RESET THE 7-DAY INSPECTION FREQUENCY REQUIREMENT. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE. THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATER(S). FOR AREAS OF A SITE THAT HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION, THE PERMITTEE MUST COMPLY WITH PART IV.D.4.A.(4). THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS SUBMITTED.

(4), CERTIFIED PERSONNEL (PROVIDED BY THE PRIMARY PERMITTEE) SHALL INSPECT AT LEAST ONCE PER MONTH DURING THE TERM OF THIS PERMIT (I.E., UNTIL A NOTICE OF TERMINATION HAS BEEN SUBMITTED) THE AREAS OF THE SITE THAT HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION THESE AREAS SHALL BE INSPECTED FOR EVIDENCE OF OR THE POTENTIAL FOR. POLLUTANTS ENTERING THE DRAINAGE SYSTEM AND THE RECEIVING WATER(S). EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATER(S).

(4). BASED ON THE RESULTS OF EACH INSPECTION, THE SITE DESCRIPTION AND THE POLLUTION PREVENTION AND CONTROL MEASURES IDENTIFIED IN THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, THE PLAN SHALL BE REVISED AS APPROPRIATE NOT LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING EACH INSPECTION. IMPLEMENTATION OF SUCH CHANGES SHALL BE MADE AS SOON AS PRACTICAL BUT IN NO CASE LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING EACH INSPECTION.

(5). A REPORT OF EACH INSPECTION THAT INCLUDES THE NAME(S) OF CERTIFIED PERSONNEL MAKING EACH INSPECTION, THE DATE(S) OF EACH INSPECTION, CONSTRUCTION PHASE (I.E., INITIAL, INTERMEDIATE, OR FINAL), MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, AND ACTIONS TAKEN IN ACCORDANCE WITH PART IV.D.4.A.(5). OF THE PERMIT SHALL BE MADE AND RETAINED AT THE SITE OR BE READILY AVAILABLE AT A DESIGNATED ALTERNATE LOCATION UNTIL THE ENTIRE SITE OR THAT PORTION OF A CONSTRUCTION SITE THAT HAS BEEN PHASED HAS UNDERGONE FINAL STABILIZATION AND A NOTICE OF TERMINATION IS SUBMITTED TO EPD. SUCH REPORTS SHALL BE READILY AVAILABLE BY END OF THE SECOND BUSINESS DAY AND/OR WORKING DAY AND SHALL IDENTIFY ALL INCIDENTS OF BEST MANAGEMENT PRACTICES THAT HAVE NOT BEEN PROPERLY INSTALLED AND/OR MAINTAINED AS DESCRIBED IN THE PLAN. WHERE THE REPORT DOES NOT IDENTIFY ANY INCIDENTS. THE INSPECTION REPORTS SHALL CONTAIN A CERTIFICATION THAT THE BEST MANAGEMENT PRACTICES ARE IN COMPLIANCE WITH THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN. THE REPORT SHALL BE SIGNED IN ACCORDANCE WITH PART V.G.2 OF THIS PERMIT.

# SAMPLING REQUIREMENTS

THIS PERMIT REQUIRES THE MONITORING OF NEPHELOMETRIC TURBIDITY IN RECEIVING WATER(S) OR OUTFALLS IN ACCORDANCE WITH THIS PERMIT. THE FOLLOWING PROCEDURES CONSTITUTE EPD'S GUIDELINES FOR SAMPLING TURBIDITY

A. SAMPLING REQUIREMENTS SHALL INCLUDE THE FOLLOWING: (1) A USGS TOPOGRAPHIC MAP, A TOPOGRAPHIC MAP OR A DRAWING (REFERRED TO AS A TOPOGRAPHIC MAP) THAT IS A SCALE FOLIAL TO OR MORE DETAILED THAN A 1/24000 MAP SHOWING THE LOCATION OF THE SITE OR THE STAND ALONE CONSTRUCTION; (A) THE LOCATION OF ALL PERENNIAL AND INTERMITTENT STREAMS AND OTHER WATER BODIES AS SHOWN ON A USGS TOPOGRAPHIC MAP, AND ALL OTHER PERENNIAL AND INTERMITTENT STREAMS AND OTHER WATER BODIES LOCATED DURING MANDATORY FIELD VERIFICATION, INTO WHICH THE STORMWATER IS DISCHARGED AND (B) THE RECEIVING WATER AND/OR OUTFALL SAMPLING LOCATIONS WHEN THE PERMITTEE HAS CHOSEN TO USE A USGS TOPOGRAPHIC MAP AND THE RECEIVING WATER(S) IS NOT SHOWN ON THE USGS TOPOGRAPHIC MAP. THE LOCATION OF THE RECEIVING WATER(S) MUST BE HAND-DRAWN ON THE USGS TOPOGRAPHIC MAP FROM WHERE THE STORMWATER(S) ENTERS THE RECEIVING WATER(S) TO THE POINT WHERE THE RECEIVING WATER(S) COMBINES WITH THE FIRST BLUE LINE STREAM SHOWN ON THE USGS TOPOGRAPHIC MAP (2). A WRITTEN NARRATIVE OF SITE SPECIFIC ANALYTICAL METHODS USED TO COLLECT, HANDLE AND ANALYZE THE SAMPLES INCLUDING QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES. THIS NARRATIVE MUST INCLUDE PRECISE SAMPLING METHODOLOGY FOR EACH SAMPLING LOCATION; (3). WHEN THE PERMITTEE HAS DETERMINED THAT SOME OR ALL OUTFALLS WILL BE SAMPLED, A RATIONALE MUST BE INCLUDED ON THE PLAN FOR THE NTU LIMIT(S) SELECTED FROM APPENDIX B. THIS RATIONALE MUST INCLUDE THE SIZE OF THE CONSTRUCTION SITE, THE CALCULATION OF THE SIZE OF THE SURFACE WATER DRAINAGE AREA, AND THE TYPE OF RECEIVING WATER(S) (I.E., TROUT STREAM OR SUPPORTING WARM WATER FISHERIES); AND (4), ANY ADDITIONAL INFORMATION EPD DETERMINES NECESSARY TO BE PART OF THE PLAN, EPD WILL PROVIDE WRITTEN NOTICE TO THE PERMITTEE OF THE INFORMATION NECESSARY AND THE TIMELINE FOR SUBMITTAL

# B. SAMPLE TYPE.

ALL SAMPLING SHALL BE COLLECTED BY "GRAB SAMPLES" AND THE ANALYSIS OF THESE SAMPLES MUST BE CONDUCTED IN ACCORDANCE WITH METHODOLOGY AND TEST PROCEDURES ESTABLISHED BY 40 CFR PART 136 (UNLESS OTHER TEST PROCEDURES HAVE BEEN APPROVED); THE GUIDANCE DOCUMENT TITLED "NPDES STORM WATER SAMPLING GUIDANCE DOCUMENT, EPA 833-B-92-001" AND GUIDANCE DOCUMENTS THAT MAY BE PREPARED BY THE EPD. (1). SAMPLE CONTAINERS SHOULD BE LABELED PRIOR TO COLLECTING THE SAMPLES. (2). SAMPLES SHOULD BE WELL MIXED BEFORE TRANSFERRING TO A SECONDARY CONTAINER. (3). LARGE MOUTH, WELL CLEANED AND RINSED GLASS OR PLASTIC JARS SHOULD BE USED FOR COLLECTING SAMPLES. THE JARS SHOULD BE CLEANED THOROUGHLY TO AVOID CONTAMINATION. (4). MANUAL, AUTOMATIC OR RISING STAGE SAMPLING MAY BE UTILIZED. SAMPLES REQUIRED BY THIS PERMIT SHOULD BE ANALYZED IMMEDIATELY, BUT IN NO CASE LATER THAN 48 HOURS AFTER COLLECTION. HOWEVER, SAMPLES FROM AUTOMATIC SAMPLERS MUST BE COLLECTED NO LATER THAN THE NEXT BUSINESS DAY AFTER THEIR ACCUMULATION. UNLESS FLOW THROUGH AUTOMATED ANALYSIS IS UTILIZED. IF AUTOMATIC SAMPLING IS UTILIZED AND THE AUTOMATIC SAMPLER IS NOT ACTIVATED DURING THE QUALIFYING EVENT, THE PERMITTEE MUST UTILIZE MANUAL SAMPLING OR RISING STAGE SAMPLING DURING THE NEXT OUAL FYING EVENT. DILUTION OF SAMPLES IS NOT REQUIRED. SAMPLES MAY BE ANALYZED DIRECTLY WITH A PROPERLY CALIBRATED TURBIDIMETER. SAMPLES ARE NOT REQUIRED TO BE COOLED. (5). SAMPLING AND ANALYSIS OF THE RECEIVING WATER(S) OR OUTFALLS BEYOND THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED TO EPD AS SPECIFIED IN PART IV.E.

# C. SAMPLING POINTS.

(1). FOR CONSTRUCTION ACTIVITIES THE PRIMARY PERMITTEE MUST SAMPLE ALL RECEIVING WATER(S), OR ALL OUTFALL(S), OR A COMBINATION OF RECEIVING WATER(S) AND OUTFALL(S). SAMPLING POINTS SHALL BE LOCATED ON APPLICABLE PAGES OF THE INITIAL, INTERMEDIATE, AND FINAL PHASE OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLANS. SAMPLES TAKEN FOR THE PURPOSE OF COMPLIANCE WITH THIS PERMIT SHALL BE REPRESENTATIVE OF THE MONITORED ACTIVITY AND REPRESENTATIVE OF THE WATER QUALITY OF THE RECEIVING WATER(S) AND/OR THE STORM WATER OUTFALLS USING THE FOLLOWING MINIMUM GUIDELINES: (A). THE UPSTREAM SAMPLE FOR EACH RECEIVING WATER(S) MUST BE TAKEN IMMEDIATELY UPSTREAM OF THE CONFLUENCE OF THE FIRST STORM WATER DISCHARGE FROM THE PERMITTED ACTIVITY (I.E. THE DISCHARGE FARTHES) UPSTREAM AT THE SITE) BUT DOWNSTREAM OF ANY OTHER STORM WATER DISCHARGES NOT ASSOCIATED WITH THE PERMITTED ACTIVITY. WHERE APPROPRIATE, SEVERAL UPSTREAM SAMPLES FROM ACROSS THE RECEIVING WATER(S) MAY NEED TO BE TAKEN AND THE ARITHMETIC AVERAGE OF THE TURBIDITY OF THESE SAMPLES USED FOR THE UPSTREAM TURBIDITY VALUE

(B). THE DOWNSTREAM SAMPLE FOR EACH RECEIVING WATER(S) MUST BE TAKEN DOWNSTREAM OF THE CONFLUENCE OF THE LAST STORMWATER DISCHARGE FROM THE PERMITTED ACTIVITY (I.E., THE DISCHARGE FARTHEST DOWNSTREAM AT THE SITE) BUT UPSTREAM OF ANY OTHER STORMWATER DISCHARGE NOT ASSOCIATED WITH THE PERMITTED ACTIVITY. WHERE APPROPRIATE SEVERAL DOWNSTREAM SAMPLES FROM ACROSS THE RECEIVING WATER(S) MAY NEED TO BE TAKEN AND THE ARITHMETIC AVERAGE OF THE TURBIDITY OF THESE SAMPLES USED FOR THE DOWNSTREAM TURBIDITY VALUE.

(C). IDEALLY THE SAMPLES SHOULD BE TAKEN FROM THE HORIZONTAL AND VERTICAL CENTER OF THE RECEIVING WATER(S) OR THE STORMWATER OUTFALL CHANNEL(S). (D). CARE SHOULD BE TAKEN TO AVOID STIRRING THE BOTTOM SEDIMENTS IN THE RECEIVING WATER(S) OR IN THE OUTFALL STORM WATER CHANNEL

(E). THE SAMPLING CONTAINER SHOULD BE HELD SO THAT THE OPENING FACES UPSTREAM. (F). THE SAMPLES SHOULD BE KEPT FREE FROM FLOATING DEBRIS.

# SAMPLING REQUIREMENTS (CONT'D)

(G). PERMITTEES DO NOT HAVE TO SAMPLE SHEETFLOW THAT FLOWS ONTO UNDISTURBED NATURAL AREAS OR AREAS STABILIZED BY THE PROJECT. FOR PURPOSES OF THIS SECTION. STABILIZED SHALL MEAN. FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES AND AREAS LOCATED OUTSIDE THE WASTE DISPOSAL LIMITS OF A LANDFILL CELL THAT HAS BEEN CERTIFIED BY EPD FOR WASTE DISPOSAL, 100% OF THE SOIL SURFACE IS UNIFORMLY COVERED IN PERMANENT VEGETATION WITH A DENSITY OF 70% OR GREATER, OR LANDSCAPED ACCORDING TO THE PLAN (UNIFORMLY COVERED WITH LANDSCAPING MATERIALS IN PLANNED LANDSCAPED AREAS), OR EQUIVALENT PERMANENT STABILIZATION MEASURES AS DEFINED IN THE MANUAL (EXCLUDING A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET CROP PERENNIALS APPROPRIATE FOR THE REGION).

(H). ALL SAMPLING PURSUANT TO THIS PERMIT MUST BE DONE IN SUCH A WAY (INCLUDING GENERALLY ACCEPTED SAMPLING METHODS LOCATIONS TIMING AND FREQUENCY) AS TO ACCURATELY REFLECT WHETHER STORMWATER RUNOFF FROM THE CONSTRUCTION SITE IS IN COMPLIANCE WITH THE STANDARD SET FORTH IN PARTS III.D.4. OR III.D.5., WHICHEVER IS APPLICABLE

D. SAMPLING FREQUENCY

(1). THE PRIMARY PERMITTEE MUST SAMPLE IN ACCORDANCE WITH THE PLAN AT LEAST ONCE FOR EACH RAINFALL EVENT DESCRIBED BELOW. FOR A QUALIFYING EVENT, THE PERMITTEE SHALL SAMPLE AT THE BEGINNING OF ANY STORMWATER DISCHARGE TO A MONITORED RECEIVING WATER AND/OR FROM A MONITORED OUTFALL LOCATION WITHIN IN FORTY-FIVE (45) MINUTES OR AS SOON AS POSSIBLE (2). HOWEVER, WHERE MANUAL AND AUTOMATIC SAMPLING ARE IMPOSSIBLE (AS DEFINED IN THIS PERMIT), OR ARE

BEYOND THE PERMITTEE'S CONTROL, THE PERMITTEE SHALL TAKE SAMPLES AS SOON AS POSSIBLE, BUT IN NO CASE MORE THAN TWELVE (12) HOURS AFTER THE BEGINNING OF THE STORMWATER DISCHARGE. (3). SAMPLING BY THE PERMITTEE SHALL OCCUR FOR THE FOLLOWING QUALIFYING EVENTS:

(A) FOR FACH AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL. THE FIRST RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH WITH A STORMWATER DISCHARGE THAT OCCURS DURING NORMAL BUSINESS HOURS AFTER ALL CLEARING AND GRUBBING OPERATIONS HAVE BEEN COMPLETED, BUT PRIOR TO COMPLETION OF MASS GRADING OPERATIONS, IN THE DRAINAGE AREA OF THE LOCATION SELECTED AS THE SAMPLING LOCATION:

(B). IN ADDITION TO (A) ABOVE, FOR EACH AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL, THE FIRST RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH WITH A STORMWATER DISCHARGE THAT OCCURS DURING NORMAL BUSINESS HOURS EITHER 90 DAYS AFTER THE FIRST SAMPLING EVENT OR AFTER ALL MASS GRADING OPERATIONS HAVE BEEN COMPLETED, BUT PRIOR TO SUBMITTAL OF A NOT, IN THE DRAINAGE AREA OF THE LOCATION SELECTED AS THE SAMPLING LOCATION, WHICHEVER COMES FIRST;

(C). AT THE TIME OF SAMPLING PERFORMED PURSUANT TO (A) AND (B) ABOVE, IF BMPS IN ANY AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL ARE NOT PROPERLY DESIGNED, INSTALLED AND MAINTAINED, CORRECTIVE ACTION SHALL BE DEFINED AND IMPLEMENTED WITHIN TWO (2) BUSINESS DAYS, AND TURBIDITY SAMPLES SHALL BE TAKEN FROM DISCHARGES FROM THAT AREA OF THE SITE FOR EACH SUBSEQUENT RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH DURING NORMAL BUSINESS HOURS\* UNTIL THE SELECTED TURBIDITY STANDARD IS ATTAINED. OR UNTIL POST-STORM EVENT INSPECTIONS DETERMINE THAT BMPS ARE PROPERLY DESIGNED INSTALLED AND MAINTAINED;

(D). WHERE SAMPLING PURSUANT TO (A), (B), OR (C) ABOVE IS REQUIRED BUT NOT POSSIBLE (OR NOT REQUIRED BECAUSE THERE WAS NO DISCHARGE). THE PERMITTEE. IN ACCORDANCE WITH PART IV.D.4.a (6)., MUST INCLUDE WRITTEN JUSTIFICATION IN THE INSPECTION REPORT OF WHY SAMPLING WAS NOT PERFORMED. PROVIDING THIS JUSTICIATION DOES NOT RELIEVE THE PERMITTEE OF ANY SUBSEQUENT SAMPLING OBLIGATION UNDER (A), (B), OR (C) ABOVE; AND (E). EXISTING CONSTRUCTION ACTIVITIES, I.E., THOSE THAT ARE OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS PERMIT, THAT HAVE MET THE SAMPLING REQUIRED BY (A) ABOVE SHALL SAMPLE IN ACCORDANCE WITH (B), THOSE EXISTING CONSTRUCTION ACTIVITIES THAT HAVE MET THE SAMPLING REQUIRED BY (B) ABOVE SHALL NOT BE REQUIRED TO CONDUCT ADDITIONAL SAMPLING OTHER THAN AS REQUIRED BY (C) ABOVE.

\*NOTE THAT THE PERMITTEE MAY CHOOSE TO MEET THE REQUIREMENTS OF (A) AND (B) ABOVE BY COLLECTING TURBIDITY SAMPLES FROM ANY RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH AND ALLOWS FOR SAMPLING AT ANY TIME OF THE DAY OR WEEK.

# REPORTING

1 THE APPLICABLE PERMITTEES ARE REQUIRED TO SUBMIT THE SAMPLING RESULTS TO THE EPD AT THE ADDRESS SHOWN IN PART II.C. BY THE FIFTEENTH DAY OF THE MONTH FOLLOWING THE REPORTING PERIOD. REPORTING PERIODS ARE MONTHS DURING WHICH SAMPLES ARE TAKEN IN ACCORDANCE WITH THIS PERMIT. SAMPLING RESULTS SHALL BE IN A CLEARLY LEGIBLE FORMAT. UPON WRITTEN NOTIFICATION, EPD MAY REQUIRE THE APPLICABLE PERMITTEE TO SUBMIT THE SAMPLING RESULTS ON A MORE FREQUENT BASIS. SAMPLING AND ANALYSIS OF ANY STORMWATER DISCHARGE(S) OR THE RECEIVING WATER(S) BEYOND THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED IN A SIMILAR MANNER TO THE EPD. THE SAMPLING REPORTS MUST BE SIGNED IN ACCORDANCE WITH PART V.G.2. SAMPLING REPORTS MUST BE SUBMITTED TO EPD USING THE ELECTRONIC SUBMITTAL SERVICE PROVIDED BY EPD. SAMPLING REPORTS MUST BE SUBMITTED TO EPD UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI.

- 2. ALL MONITORING RESULTS SHALL INCLUDE THE FOLLOWING INFORMATION:
- a. THE RAINFALL AMOUNT, DATE, EXACT PLACE AND TIME OF SAMPLING OR MEASUREMENTS b. THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE SAMPLING AND MEASUREMENTS; c. THE DATE(S) ANALYSES WERE PERFORMED:
- d THE TIME(S) ANALYSES WERE INITIATED
- e. THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE ANALYSES; f. REFERENCES AND WRITTEN PROCEDURES, WHEN AVAILABLE, FOR THE ANALYTICAL TECHNIQUES OR METHODS

USED: g. THE RESULTS OF SUCH ANALYSES, INCLUDING THE BENCH SHEETS, INSTRUMENT READOUTS, COMPUTER DISKS OR TAPES, ETC., USED TO DETERMINE THESE RESULTS.

h. RESULTS WHICH EXCEED 1000 NTU SHALL BE REPORTED AS "EXCEEDS 1000 NTU." AND i. CERTIFICATION STATEMENT THAT SAMPLING WAS CONDUCTED AS PER THE PLAN.

3. ALL WRITTEN CORRESPONDENCE REQUIRED BY THIS PERMIT SHALL BE SUBMITTED BY RETURN RECEIPT CERTIFIED MAIL (OR SIMILAR SERVICE) TO THE APPROPRIATE EPD DISTRICT OFFICE OR DELIVERY RECEIPT EMAIL TO THE APPROPRIATE EPD DISTRICT OFFICE RESOURCE MAILBOX ACCORDING TO THE SCHEDULE IN APPENDIX A OF THIS PERMIT. THE PERMITTEE SHALL RETAIN A COPY OF THE PROOF OF SUBMITTAL AT THE CONSTRUCTION SITE OR THE PROOF OF SUBMITTAL SHALL BE READILY AVAILABLE AT A DESIGNATED LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI.

# **RETENTION OF RECORDS**

1. THE PRIMARY PERMITTEE SHALL RETAIN THE FOLLOWING RECORDS AT THE CONSTRUCTION SITE OR THE RECORDS SHALL BE READILY AVAILABLE AT A DESIGNATED ALTERNATE LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI:

A. A COPY OF ALL NOTICES OF INTENT SUBMITTED TO EPD;

- B. A COPY OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN REQUIRED BY THIS PERMIT
- C. THE DESIGN PROFESSIONAL'S REPORT OF THE RESULTS OF THE INSPECTION CONDUCTED IN ACCORDANCE WITH PART IV.A.5. OF THIS PERMIT;
- D. A COPY OF ALL SAMPLING INFORMATION, RESULTS, AND REPORTS REQUIRED BY THIS PERMIT;
- E. A COPY OF ALL INSPECTION REPORTS GENERATED IN ACCORDANCE WITH PART IV.D.4.A. OF THIS PERMIT
- F. A COPY OF ALL VIOLATION SUMMARIES AND VIOLATION SUMMARY REPORTS GENERATED IN ACCORDANCE WITH PART III.D. OF THIS PERMIT: AND

G. DAILY RAINFALL INFORMATION COLLECTED IN ACCORDANCE WITH PART IV.D.4.A.(2) OF THIS PERMIT.

2. COPIES OF ALL NOTICES OF INTENT, NOTICES OF TERMINATION, INSPECTION REPORTS, SAMPLING REPORTS (INCLUDING ALL CALIBRATION AND MAINTENANCE RECORDS AND ALL ORIGINAL STRIP CHART RECORDINGS FOR CONTINUOUS MONITORING INSTRUMENTATION) OR OTHER REPORTS REQUESTED BY THE EPD, EROSION, SEDIMENTATION AND POLLUTION CONTROL PLANS, RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT AND ALL OTHER RECORDS REQUIRED BY THIS PERMIT SHALL BE RETAINED BY THE PERMITTEE WHO EITHER PRODUCED OR USED IT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE NOT IS SUBMITTED IN ACCORDANCE WITH PART VI OF THIS PERMIT. THESE RECORDS MUST BE MAINTAINED AT THE PERMITTEE'S PRIMARY PLACE OF BUSINESS OR AT A DESIGNATED ALTERNATIVE LOCATION ONCE THE CONSTRUCTION ACTIVITY HAS CEASED AT THE PERMITTED SITE. THIS PERIOD MAY BE EXTENDED BY REQUEST OF THE EPD AT ANY TIME UPON WRITTEN NOTIFICATION TO THE PERMITTEE

CONTROL.

GA EPD DETERMINES WHETHER A WATERBODY IS SUPPORTING ITS DESIGNATED USES BY COLLECTING WATER QUALITY DATA AND COMPARING THIS DATA AGAINST THE WATER QUALITY CRITERIA. IT IS THE GOAL OF THE STATE OF GEORGIA THAT ALL OF ITS WATERS SUPPORT THEIR DESIGNATED USES. IF IT IS DETERMINED THAT A WATER IS NOT SUPPORTING ITS DESIGNATED USE, THEN GA EPD WILL TYPICALLY DEVELOP A TOTAL MAXIMUM DAILY LOAD (TMDL) AS THE START OF THE PROCESS OF RESTORING THE WATER. A TMDL DETERMINES HOW MUCH OF A PARTICULAR POLLUTANT A WATERBODY CAN CONTAIN AND STILL SUPPORT ITS DESIGNATED USE. THE TMDL WILL STATE HOW MUCH THE POLLUTANT LOAD TO THE WATER NEEDS TO BE REDUCED IN ORDER FOR THE WATER TO SUPPORT ITS DESIGNATED USE.

SECTION 305(B) OF THE CLEAN WATER ACT REQUIRES STATES TO ASSESS AND DESCRIBE THE QUALITY OF ITS WATERS EVERY TWO YEARS IN A REPORT CALLED THE 305(B) REPORT. SECTION 303(D) OF THE CLEAN WATER ACT REQUIRES STATES TO SUBMIT A LIST OF ALL OF THE WATERS THAT ARE NOT MEETING THEIR DESIGNATED USES AND THAT NEED TO HAVE A TMDL(S) WRITTEN FOR THEM. THE 303(D) LIST IS ALSO TO BE SUBMITTED EVERY TWO YEARS. GEORGIA SUBMITS A COMBINED 305(B)/303(D) REPORT. THIS COMBINED REPORT IS CALLED AN INTEGRATED REPORT AND HAS TYPICALLY BEEN ENTITLED THE "WATER QUALITY IN GEORGIA" REPORT, ONE SECTION OF THE INTEGRATED REPORT IS THE 305(B)/303(D) LIST OF WATERS. THIS IS A LIST OF ALL OF THE WATERS THAT THE STATE HAS ASSESSED. THIS LIST OF WATERS IS DEVELOPED AS DESCRIBED BELOW.

EVERY TWO YEARS GA EPD GATHERS DATA THAT HAS BEEN COLLECTED ACROSS THE STATE. THIS DATA COMES FROM A NUMBER OF SOURCES INCLUDING GA EPD, OTHER STATE AGENCIES (SUCH AS THE WILDLIFE RESOURCES DIVISION AND THE COASTAL RESOURCES DIVISION), FEDERAL AGENCIES (SUCH AS THE US GEOLOGICAL SURVEY), AND LOCAL GOVERNMENTS AND ENVIRONMENTAL GROUPS. THE WATER QUALITY DATA ARE COMPARED TO THE STATE'S WATER QUALITY CRITERIA USING GA EPD'S LISTING ASSESSMENT METHODOLOGY. BASED ON THE COMPARISON OF THE DATA TO THE WATER QUALITY CRITERIA, GA EPD PLACES EACH WATER INTO ONE OF THREE BROAD GROUPS. WATERS ARE ASSESSED AS 1) SUPPORTING THEIR DESIGNATED USE; 2) NOT SUPPORTING THEIR DESIGNATED USE; OR 3) ASSESSMENT PENDING

IN ADDITION TO THE THREE BROAD GROUPINGS DESCRIBED ABOVE, GA EPD ADOPTED A FIVE-PART CATEGORIZATION OF ITS WATERS AT THE REQUEST OF U.S. EPA IN 2008. EACH OF THE FIVE CATEGORIES CORRESPONDS TO ONE OF THE THREE GROUPS (SUPPORTING, NOT SUPPORTING, OR ASSESSMENT PENDING) AS DESCRIBED BELOW.

NOT THE DESIGNATED USE(S) IS BEING SUPPORTED NOT CAUSED BY A POLLUTANT

STORMWATER FROM HANDLEY LAKE DAM DISCHARGES INTO AN UNNAMED TRIBUTARY AND THEN INTO FLAT CREEK. THE PORTION OF FLAT CREEK, BASED ON THE 2024 INTEGRATED 305(b)/303(d) LIST FROM STREAMS, THIS PORTION OF FLAT CREEK IS NOT LISTED AS AN IMPAIRED STREAM.

SEDIMENT STORAGE

STORM WATER MANAGEMENT CONTROLS THE FOLLOWING STORM WATER MANAGEMENT CONTROLS WILL BE INSTALLED DURING THE CONSTRUCTION TO CONTROL POLLUTANTS IN STORM WATER DISCHARGES THAT WILL OCCUR AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED:

THE DISTURBED AREAS ON THE EMBANKMENT AND AUXILIARY SPILLWAY CHANNEL WILL BE STABILIZED USING PERMANENT VEGETATION

# OTHER MEASURES

# DUST CONTROL MEASURES

ALL DISTURBED AREAS SHALL RECEIVE MULCHING AS SOON AS PRACTICAL AND NO LATER THAN 14 DAYS AFTER DISTURBANCE HAS TERMINATED. DURING DRY PERIODS, ALL ROADS AND EXPOSED SOIL SURFACES SHALL BE IRRIGATED UNTIL THE SURFACE IS WET.

A TEMPORARY SEDIMENT BASIN IS NOT APPROPRIATE FOR THIS PROJECT. SEDIMENT STORAGE WILL BE ACCOMPLISHED BY MEANS OF DOUBLE ROWS OF TYPE C SILT BARRIER AND A ROCK FILTER DAM. THE INTENT OF THE EROSION AND SEDIMENTATION CONTROL PLAN IS TO CONTROL SEDIMENT RESULTING FROM SHEET FLOW USING A DOUBLE ROW OF TYPE "C" SILT FENCE WITH A MULCH BERM PRESENT BETWEEN BOTH ROWS. THIS MEASURE SHOULD BE OBSERVED DAILY AND MAINTAINED WHEN NECESSARY TO FUNCTION AS INTENDED. REQUIRED VOLUME OF SEDIMENT STORAGE BASED ON AREA OF DISTURBED ACREAGE DRAINED = (2.0 ACRES) X (67 CY/ACRE) = 134 CY

FOR SEDIMENT STORAGE CALCULATION PROVIDED BY TYPE "C" SILT FENCE, ASSUME A BARRIER HEIGHT OF 3 FEET. PER MAINTENANCE RECOMMENDATIONS FROM "FIELD MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA". SEDIMENT SHOULD BE REMOVED FROM BARRIER WHEN ONE-HALF FULL. FOR VOLUME CALCULATION, USE HEIGHT = 1.5 FEET. ASSUME AVERAGE WIDTH = 3 FEET, AND LENGTH = TOTAL LENGTH OF BARRIER ON SITE. TOTAL VOLUME OF SEDIMENT STORAGE PROVIDED BY TYPE "C" SILT FENCE = (1.5 FEET) X (3 FEET) X (2,690 FEET) = 12,105 CU. FT. = 448 CY

# 305(b)/303(d) WATERS

EVERY WATERBODY IN THE STATE OF GEORGIA HAS ONE OR MORE DESIGNATED USES. EXAMPLES OF DESIGNATED USES ARE "FISHING", "RECREATION" AND "DRINKING WATER". THE STATE HAS ALSO ADOPTED WATER QUALITY CRITERIA TO PROTECT THESE USES. FOR INSTANCE, THE STATE HAS DETERMINED THAT FOR A WATER TO SUPPORT ITS USE OF FISHING, IT MUST HAVE A DAILY AVERAGE DISSOLVED OXYGEN CONCENTRATION OF AT LEAST 5.0 MG/L AND A MINIMUM OF 4.0 MG/L. SOME OTHER EXAMPLES OF PARAMETERS THAT HAVE WATER QUALITY CRITERIA ARE PH, FECAL COLIFORM BACTERIA, TEMPERATURE, METALS AND CERTAIN ORGANIC POLLUTANTS. GEORGIA'S DESIGNATED USES AND WATER QUALITY CRITERIA CAN BE FOUND IN CHAPTER 391-3-6-.03 OF THE RULES AND REGULATIONS FOR WATER QUALITY

CATEGORY 1 - DATA INDICATE THAT WATERS ARE SUPPORTING THEIR DESIGNATED USE(S) CATEGORY 2 - A WATER HAS MORE THAN ONE DESIGNATED USE AND DATA INDICATE THAT AT LEAST ONE DESIGNATED USE IS BEING SUPPORTED, BUT THERE IS INSUFFICIENT EVIDENCE TO DETERMINE THAT ALL USES ARE BEING SUPPORTED CATEGORY 3 - THERE IS INSUFFICIENT DATA OR OTHER INFORMATION TO MAKE A DETERMINATION AS TO WHETHER OR

CATEGORY 4A - DATA INDICATE THAT AT LEAST ONE DESIGNATED USE IS NOT BEING SUPPORTED, BUT TMDL(S) HAVE BEEN COMPLETED FOR THE PARAMETER(S) THAT ARE CAUSING A WATER NOT TO MEET ITS USE(S) CATEGORY 4B -DATA INDICATE THAT AT LEAST ONE DESIGNATED USE IS NOT BEING SUPPORTED, BUT THERE ARE ACTIONS IN PLACE (OTHER THAN A TMDL) THAT ARE PREDICTED TO LEAD TO COMPLIANCE WITH WATER QUALITY STANDARDS CATEGORY 4C -DATA INDICATE THAT AT LEAST ONE DESIGNATED USE IS NOT BEING SUPPORTED, BUT THE IMPAIRMENT IS

CATEGORY 5 -DATA INDICATE THAT AT LEAST ONE DESIGNATED USE IS NOT BEING SUPPORTED AND TMDL(S) NEED TO BE COMPLETED FOR ONE OR MORE POLLUTANTS. WATERS IN CATEGORY 5 MAKE UP THE 303(D) LIST.



Section IX. Item 5.

24-HOUR EROSION CONTROL CONTACT SCOTT LANGFORD TOWN OF TYRONE PHONE: (770) 487-4038

DATE: JANUARY 2025

SHEET 15 OF 16

	GSWCC CHECKLIST									
	STAND ALONE CONSTRUCTION PROJECTS SWCD: FULTON COUNTY									
		PROJECT NAME: <u>HANDLEY PARK LAKE DAM REMEDIA</u> CITY/COUNTY: <u>TOWN OF TYRONE, GA</u> NAME & EMAIL OF PERSON FILLING OUT CHECK LIST:	DA	TE ON	S: <u>100 HANDLEY ROAD,</u> PLANS: <u>JANUARY 31, 2</u> COATS, P.E. (tcoats@sch	025				
PLAN INCLUDED PAGE # Y/N	TO BE SHO ES&PC		<u>PLAN</u> <u>INCLUDED</u> <u>PAGE # Y/N</u>				SHOWN ON PC PLAN			
16 Y 1	THE APPLICABLE EROSION, SEDIMENTATION AND POLLUT COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH TH COMPLETED CHECKLIST MUST BE SUBMITTED WITH THE E	E LAND-DISTURBING ACTIVITY WAS PERMITTED. (THE	14 Y	29.	FOR THE MAJOR PORTION	IS OF THE SITE (I.E., INITIA	ENDED SEQUENCE OF MAJOR ACT L PERIMETER AND SEDIMENT STO ILITY ACTIVITIES, TEMPORARY AN			
10-16 Y 2	PROFESSIONAL. (SIGNATURE, SEAL AND LEVEL II NUMBER	MUST BE ON EACH SHEET PERTAINING TO ES&PC PLAN OR	15 Y				INS AND RECORD KEEPING BY TH			
	THE PLAN WILL NOT BE REVIEWED. THE LEVEL II CERTIFIC AFTER COMPLETION OF A GSWCC APPROVED COURSE, AI		15 Y				FREQUENCY AND REPORTING OF ECORDS AS PER PART IV.F. OF TH			
<u>14</u> Y 3	FROM THE GAEPD DISTRICT OFFICE. IF GAEPD APPROVES ONE TIME, THE PLAN MUST INCLUDE AT LEAST 4 OF THE B GAEPD APPROVAL LETTER.* (A COPY OF THE WRITTEN AP	MPS LISTED IN APPENDIX 1 OF THIS CHECKLIST AND THE	15 Y		LOCATION.*		D TO COLLECT AND ANALYZE THE			
[10-16][Y]4	THE PLAN TO BE REVIEWED.) THE NAME AND PHONE NUMBER OF THE 24-HOUR LOCAL (	CONTACT RESPONSIBLE FOR EROSION, SEDIMENTATION	15 Y				UTFALL SAMPLING POINTS WHERE			
	AND POLLUTION CONTROLS.				AND OTHER WATER BODI	ES INTO WHICH STORM WA	TER IS DISCHARGED.*			
01 Y 5	PROVIDE THE NAME, ADDRESS, EMAIL ADDRESS, AND PHO		09-13 Y	36.	SITE INCLUDING: (1) INITIA	AL SEDIMENT STORAGE RE	MEASURES THAT WILL BE IMPLEMI QUIREMENTS AND PERIMETER CC 3. FOR CONSTRUCTION SITES WHE			
14-15 Y 7	PROVIDE THE GPS LOCATION OF THE CONSTRUCTION EXI				GRADING AND THE INITIAL	PERIMETER CONTROL BN	IPS, INTERMEDIATE GRADING AND OF THE BMPS INTO A SINGLE PHA			
01 Y 8	DECIMAL DEGREES. INITIAL DATE OF THE PLAN AND THE DATES OF ANY REVIS	ONS MADE TO THE PLAN INCLUDING THE ENTITY WHO	10-12 Y	37.	GRAPHIC SCALE AND NOF	RTH ARROW.				
01,14 Y g	REQUESTED THE REVISIONS.		10-12 Y	38.	EXISTING AND PROPOSED THE FOLLOWING:	O CONTOUR LINES WITH CO	ONTOUR LINES DRAWN AT AN INTE			
	<ol> <li>PROVIDE VICINITY MAP SHOWING SITE'S RELATION TO SUP PHASE, IF NECESSARY.</li> </ol>				MAP SCALE 1 INCH = 100FT or LARGER SCALE	GROUND SLOPE FLAT 0 - 2% ROLLING 2 - 8%	CONTOUR INTERVALS, FT 0.5 or 1 1 or 2			
15 Y 1	. IDENTIFY THE PROJECT RECEIVING WATERS AND DESCRIE LAKES, RESIDENTIAL AREAS, WETLANDS, MARSHLANDS, E		N/A N/A	39.	USE OF ALTERNATIVE BMI	STEEP 8%+ PS WHOSE PERFORMANCE	2, 5, or 10 E HAS BEEN DOCUMENTED TO BE			
<u>14</u> Y 1	. DESIGN PROFESSIONAL'S CERTIFICATION STATEMENT AN DEVELOPMENT OF THE ES&PC PLAN AS STATED ON PART					R CONSERVATION COMMIS	N PROFESSIONAL (UNLESS DISAP SSION). PLEASE REFER TO THE AI			
14 Y 1	DESIGN PROFESSIONAL'S CERTIFICATION STATEMENT AN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE S REQUIREMENTS AS STATED ON PART IV PAGE 19 OF THE F	YSTEM OF BMPS AND SAMPLING TO MEET PERMIT	N/A N/A	40.			E EQUIVALENT BMP LIST. PLEASE IN GEORGIA 2016 EDITION.*			
14 Y 1	CLEARLY NOTE THE STATEMENT THAT "THE DESIGN PROF INSPECT AND CERTIFY THE INSTALLATION OF THE INITIAL CONTROL BMPS WITHIN 7 DAYS AFTER INSTALLATION." IN	SEDIMENT STORAGE REQUIREMENTS AND PERIMETER	10-12 Y	41.			OOT UNDISTURBED BUFFERS ADJ L ISSUING AUTHORITY. CLEARLY			
14Y1	CLEARLY NOTE THE STATEMENT THAT "NON-EXEMPT ACT	VITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25	10-12 Y	42.	DELINEATION OF ON-SITE SITE.	WETLANDS AND ALL STAT	E WATERS LOCATED ON AND WITH			
	FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES	D FROM THE JURISDICTIONAL DETERMINATION LINE	09 Y				AINAGE BASINS ON THE PROJECT			
10, 14 Y 1	. PROVIDE A DESCRIPTION OF ANY BUFFER ENCROACHMEN REQUIRED.	ITS AND INDICATE WHETHER A BUFFER VARIANCE IS	14 Y	44.	PROVIDE HYDROLOGY ST CONDITIONS.*	UDY AND MAPS OF DRAIN	AGE BASINS FOR BOTH THE PRE- 4			
<u>15</u> Y 1	CLEARLY NOTE THE STATEMENT THAT "AMENDMENTS/REV EFFECT ON BMPS WITH A HYDRAULIC COMPONENT MUST		10 Y	45.	CONSTRUCTION ACTIVITIE		AK DISCHARGE FLOW OF THE SITE SOLAR FARM PROJECT, POST-COM NNEL SQUARE FOOTAGE.			
<u>14</u> Y 1	CLEARLY NOTE THE STATEMENT THAT "WASTE MATERIALS EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT."*	S SHALL NOT BE DISCHARGED TO WATERS OF THE STATE,	13 Y	46.			PROPRIATE OUTLET PROTECTION			
<u>15</u> Y 1	CLEARLY NOTE STATEMENT THAT "THE ESCAPE OF SEDIM INSTALLATION OF EROSION AND SEDIMENT CONTROL MEA		10 Y	47.	SOIL SERIES FOR THE PRO	OJECT SITE AND THEIR DE	LINEATION.			
[ 15 ] [ Y ] 2	ACTIVITIES."	ASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL	10-12 Y				CONSTRUCTION. ENT STORAGE PER ACRE DRAINEL			
	IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PR EROSION AND SEDIMENT CONTROL MEASURES SHALL BE SEDIMENT SOURCE."	OVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL			SEDIMENT BASIN, RETROP DRAINAGE LOCATION. SE DISTURBANCE ACTIVITIES	FITTED DETENTION POND, DIMENT STORAGE VOLUM SUNTIL FINAL STABILIZATIO	AND/OR EXCAVATED INLET SEDIM E MUST BE IN PLACE PRIOR TO AN IN OF THE SITE HAS BEEN ACHIEV NTROLS WHEN A SEDIMENT BASIN			
15 Y 2	. CLEARLY NOTE THE STATEMENT "ANY DISTURBED AREA L SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEED				INCLUDED IN THE PLAN FO WRITTEN JUSTIFICATION	OR EACH COMMON DRAINA AS TO WHY 67 CUBIC YARE	GE LOCATION IN WHICH A SEDIME OS OF STORAGE IS NOT ATTAINAB			
<u>15</u> Y 2	SEGMENT MUST COMPLY WITH PART III. C. OF THE PERMIT	ERSHED AS, ANY PORTION OF AN BIOTA IMPAIRED STREAM			THE DESIGN PROFESSION WHEN DISCHARGING FRO OUTLET STRUCTURES TH THAT WITHDRAW WATER	IAL TO OBTAIN THE REQUI M SEDIMENT BASINS AND AT WITHDRAW WATER FRO FROM THE SURFACE ARE I	ED FOR STRUCTURAL BMPS AND . RED SEDIMENT STORAGE WHEN L IMPOUNDMENTS, PERMITTEES AR DM THE SURFACE, UNLESS INFEAS NOT FEASIBLE, A WRITTEN JUSTIF			
15 Y 2	3. IF A TMDL IMPLEMENTATION PLAN FOR SEDIMENT HAS BEI (IDENTIFIED IN ITEM 22 ABOVE) AT LEAST SIX MONTHS PRI ADDRESS ANY SITE-SPECIFIC CONDITIONS OR REQUIREM	OR TO SUBMITTAL OF NOI, THE ES&PC PLAN MUST	10-12 Y	50.	MANUAL FOR EROSION AN	GEMENT PRACTICES THAT	ARE CONSISTENT WITH AND NO GEORGIA. USE UNIFORM CODING			
13-14 Y 2	BMPS FOR CONCRETE WASHDOWN OF TOOLS, CONCRETE VEHICLES. WASHOUT OF THE DRUM AT THE CONSTRUCTI		13 Y	51.		/INGS FOR ALL STRUCTUR	AL PRACTICES. SPECIFICATIONS			
14Y 2	5. PROVIDE BMPS FOR THE REMEDIATION OF ALL PETROLEU	M SPILLS AND LEAKS.	15 Y	52			ON AND SEDIMENT CONTROL IN G			
13 Y 2	DESCRIPTION OF THE MEASURES THAT WILL BE INSTALLE POLLUTANTS IN STORM WATER THAT WILL OCCUR AFTER				SPECIES, PLANTING DATE SITE SPECIFIC FOR APPRO	S AND SEEDING, FERTILIZI OPRIATE TIME OF YEAR TH	ER, LIME AND MULCHING RATES. VIAT SEEDING WILL TAKE PLACE AN			
14 Y 2	2. DESCRIPTION OF PRACTICES TO PROVIDE COVER FOR BU	ILDING MATERIALS AND BUILDING PRODUCTS ON SITE.*			GEOGRAPHIC REGION OF *IF USING THIS CHECKLIS		LESS THAN 1 ACRE AND NOT PAR			
13-14 Y 2	B. DESCRIPTION OF THE PRACTICES THAT WILL BE USED TO	REDUCE THE POLLUTANTS IN STORM WATER					CHECKLIST ITEMS WOULD BE N/A.			

OR ACTIVITIES WHICH DISTURB SOILS NT STORAGE BMPS, CLEARING AND RY AND FINAL STABILIZATION).

BY THE PRIMARY PERMITTEE.\*

ING OF SAMPLING RESULTS.\*

. OF THE PERMIT.\*

ZE THE SAMPLES FROM EACH

WHERE APPLICABLE.\*

ENNIAL AND INTERMITTENT STREAMS

**IPLEMENTED AT THE CONSTRUCTION** TER CONTROL BMPS, (2) INTERMEDIATE S WHERE THERE WILL BE NO MASS ING AND DRAINAGE BMPS, AND FINAL LE PHASE.\*

AN INTERVAL IN ACCORDANCE WITH

TO BE EQUIVALENT TO OR SUPERIOR DISAPPROVED BY GAEPD OR THE THE ALTERNATIVE BMP GUIDANCE

PLEASE REFER TO APPENDIX A-2 OF

RS ADJACENT TO STATE WATERS AND EARLY NOTE AND DELINEATE ALL

ND WITHIN 200 FEET OF THE PROJECT

OJECT SITE.

PRE- AND POST-DEVELOPED

HE SITE PRIOR TO AND AFTER ST-CONSTRUCTION IMPERVIOUS AREA

CTION TO ACCOMMODATE CHARGE POINTS.

RAINED USING A TEMPORARY SEDIMENT TRAPS FOR EACH COMMON R TO AND DURING ALL LAND CHIEVED. A WRITTEN JUSTIFICATION T BASIN IS NOT ATTAINABLE MUST BE SEDIMENT BASIN IS NOT PROVIDED. A AINABLE MUST ALSO BE GIVEN. S AND ALL CALCULATIONS USED BY VHEN USING EQUIVALENT CONTROLS. EES ARE REQUIRED TO UTILIZE INFEASIBLE. IF OUTLET STRUCTURES JUSTIFICATION EXPLAINING THIS

ND NO LESS STRINGENT THAN THE ODING SYMBOLS FROM THE MANUAL,

TIONS MUST, AT A MINIMUM, MEET THE Rol in Georgia.

TATIVE PRACTICES. INCLUDE ATES VEGETATIVE PLAN SHALL BE LACE AND FOR THE APPROPRIATE

OT PART OF A COMMON DEVELOPMENT BE N/A.

EFFECTIVE JANUARY 1, 2025

# **CLEARING PHASE NOTES**

PRIOR TO LAND DISTURBING ACTIVITY, THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE

AREA SITE DEVELOPMENT INSPECTOR. THE CONTRACTOR SHALL OBSERVE THE PROJECT SEQUENCE SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN

CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF ITS NATURAL COVER IS EXPOSED ONLY IN SMALL QUANTITIES. NO STAGING AREAS, MATERIAL STORAGE, CONCRETE WASH OUT AREAS, OR DEBRIS BURNING AND BURIAL HOLES SHALL

BE LOCATED WITHIN 500 FEET OF DESIGNATED TREE PROTECTION AREAS. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON SITE AT ALL TIMES.

PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, LIMITS OF LAND DISTURBANCE SHALL CLEARLY AND ACCURATELY BE DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS, AND SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE LIMITS INDICATED ON THE APPROVED PLANS.

PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY.

THE FOLLOWING INITIAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY:

1. THE CONSTRUCTION EXIT SHALL BE PLACED AS SHOWN ON THE PLANS.

- 2. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION EXIT, ALL PERIMETER EROSION CONTROL AND STORMWATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE CLEARING PHASE EROSION CONTROL PLAN.
- 3. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBING ACTIVITY.

WITHIN SEVEN (7) DAYS AFTER INSTALLATION OF INITIAL EROSION CONTROL MEASURES, THE SITE CONTRACTOR SHALL SCHEDULE AN INSPECTION BY THE PROJECT DESIGN PROFESSIONAL INO OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR UNTIL THE PROJECT PROFESSIONAL APPROVES THE INSTALLATION OF SAID EROSION CONTROL MEASURES. IF UNFORESEEN CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST CONSTRUCT ANY ADDITIONAL EROSION CONTROL DEVICES DEEMED NECESSARY BY THE PROJECT PROFESSIONAL DURING THE SITE INSPECTION.

AFTER APPROVAL OF INITIAL EROSION CONTROL INSTALLATION, THE CONTRACTOR MAY PROCEED WITH CLEARING AND GRUBBING ACTIVITIES. AS CLEARING PERMITS, THE CONTRACTOR SHALL CONSTRUCT SEDIMENT PONDS AS SHOWN ON PLANS.

THE CONTRACTOR CAN UTILIZE CLEARED TREES AS BARRIER BRUSH SEDIMENT CONTROL WHERE INITIAL GRADING ACTIVITIES WILL NOT OCCUR.

NO BURN OR BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE WITHOUT WRITTEN PERMISSION BY THE OWNER AND/OR THE ENGINEER OF RECORD.

ALL SILT FENCES MUST MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, STANDARD SPECIFICATIONS, 1983 EDITION.

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF LAND DISTURBANCE. ALL DISTURBED AREAS LEFT MULCHED MORE THAN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY VEGETATION.

SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICES IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1"-3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM A VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.

CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE PROPER FUNCTIONING.

FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ONT HE SITE UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED PLANS.

# **GRADING PHASE NOTES**

DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF ITS NATURAL GROUND COVER IS EXPOSED ONLY IN SMALL QUANTITIES, AND THEREFORE LIMITED DURATIONS, BEFORE PERMANENT EROSION PROTECTION IS ESTABLISHED.

EARTHWORK OPERATIONS IN THE VICINITY OF STREAM BUFFERS SHALL BE CAREFULLY CONTROLLED TO AVOID DUMPING OR SLOUGHING INTO THE BUFFER AREAS.

EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCES OCCURS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION, AND ALTER THE LOCATION OF EROSION CONTROL DEVICES ACCORDINGLY. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE DESIGN PROFESSION IMMEDIATELY.

THE CONTRACTOR SHALL ESTABLISH BARRIERS AT THE TOP OF ALL SLOPES UNDER CONSTRUCTION. CUT AND FILL SLOPES SHALL NOT EXCEED 1H:1V.

ALL DRAINAGE SWALES AND GRADED AREAS SHALL BE APPLIED WITH VEGETATIVE COVER AS SOON AS FINAL GRADE IS ACHIEVED. MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF LAND DISTURBANCE. ALL DISTURBED AREAS LEFT MULCHED FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY GRASSING.

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF LAND DISTURBANCE. ALL DISTURBED AREAS LEFT MULCHED FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY GRASSING.

SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

CONTRACTOR SHALL INSPECT MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.

THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1"-3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM A VEHICLE ONTO PUBLIC ROAD WAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.

FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.

# FINAL PHASE NOTES

SEDIMENT AND EROSION CONTROL MEASURES SHALL BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.

UPON COMPLETION OF THE PROJECT AND RECEIPT OF THE CERTIFICATE OF COMPLETION, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND DISPOSE OF THEM UNLESS NOTED OTHERWISE ON THE PLANS.

			Section IX, I	tem 5.
			DATE	
PERMIT COVERAGE	$\vdash$			
THIS PLAN HAS BEEN PREPARED TO MEET THE REQUIREMENTS UNDER THE STATE OF GEORGIA, DEPARTMENT OF NATURAL RESOURCES, ENVIRONMENTAL PROTECTION DIVISION (EPD), GENERAL PERMIT NO. GAR100001 FOR AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FOR COMMON DEVELOPMENTS.				
MANAGEMENT PRACTICES AND PERMIT VIOLATIONS (PART III.D) 1. BEST MANAGEMENT PRACTICES ARE REQUIRED FOR ALL CONSTRUCTION ACTIVITIES AND MUST BE IMPLEMENTED IN			z	
<ul> <li>ACCORDANCE WITH THE DESIGN SPECIFICATIONS CONTAINED IN THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" TO PREVENT OR REDUCE THE POLLUTION OF WATERS OF GEORGIA. PROPER DESIGN, INSTALLATION, AND MAINTENANCE OF BMP'S SHALL CONSTITUTE A COMPLETE DEFENSE TO ANY ACTION BY THE DIRECTOR OR TO ANY OTHER ALLEGATION OF NONCOMPLIANCE WITH PART III.D.3 AND PART III.D.4.</li> <li>2. FAILURE TO PROPERLY DESIGN, INSTALL, OR MAINTAIN BMP'S SHALL CONSTITUTE A VIOLATION OF THE PERMIT. ROUTINE INSPECTIONS SHALL NOT BE CONSIDERED A VIOLATION. IF DURING THE COURSE OF THE PERMITTEE'S ROUTINE INSPECTIONS BMP FAILURES ARE OBSERVED WHICH HAVE RESULTED IN SEDIMENT DEPOSITION INTO WATERS OF THE STATE, THE PERMITTEE SHALL CORRECT THE BMP FAILURES AND SHALL SUBMIT A SUMMARY OF</li> </ul>			DESCRIPTION	
<ul> <li>THE VIOLATIONS TO EPD IN ACCORDANCE WITH PART V.A.2 OF THE PERMIT.</li> <li>A DISCHARGE OF STORMWATER RUNOFF FROM DISTURBED AREAS WHERE BMP'S HAVE NOT BEEN PROPERLY DESIGNED, INSTALLED, AND MAINTAINED SHALL CONSTITUTE A SEPARATE VIOLATION FOR EACH DAY ON WHICH SUCH DISCHARGE RESULTS IN THE TURBIDITY OF RECEIVING WATER(S) BEING INCREASED BY MORE THAN TEN (10) NEPHELOMETRIC TURBIDITY UNITS FOR WATERS CLASSIFIED AS TROUT STREAMS OR MORE THAN TWENTY-FIVE (25) NEPHELOMETRIC TURBIDITY UNITS FOR WATERS SUPPORTING WARM WATER FISHERIES, REGARDLESS OF A PERMITTEE'S CERTIFICATION UNDER PART II.B.1.j. AND PART II.B.3.j.</li> </ul>			REV.	
<ul> <li>AUTHORIZED DISCHARGES (PART I.C):</li> <li>1. ALL DISCHARGES OF STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY THAT WILL RESULT IN LAND DISTURBANCE EQUAL TO OR GREATER THAN ONE ACRE. PART I.C.1.a.</li> <li>2. ALL DISCHARGES COVERED BY THIS PERMIT SHALL BE COMPOSED ENTIRELY OF STORMWATER EXCEPT AS PROVIDED IN PART I.C.2 AND PART III.A.2 OF THE PERMIT.</li> <li>3. AUTHORIZED MIXED STORM DISCHARGES: PART I.C.2</li> <li>A. THE INDUSTRIAL SOURCE OR ACTIVITY OTHER THAN CONSTRUCTION IS LOCATED ON THE SAME SITE AS THE</li> </ul>	снескер ву: JTC	ш. Ц.	DATE: <b>di-31-2025</b> R NO. PE035603 IO. 0000020669	
<ul> <li>CONSTRUCTION ACTIVITY AND IS AN INTEGRAL PART OF THE CONSTRUCTION ACTIVITY;</li> <li>B. THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES ARE OCCURRING ARE IN COMPLIANCE WITH THE TERMS OF THE PERMIT;</li> <li>C. STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE AREAS OF THE SITE WHERE INDUSTRIAL ACTIVITY OTHER THAN CONSTRUCTION ARE OCCURRING ARE COVERED BY A DIFFERENT NPDES GENERAL PERMIT OR INDIVIDUAL PERMIT AUTHORIZING SUCH DISCHARGES AND THE DISCHARGES ARE IN COMPLIANCE WITH A DIFFERENT NPDES PERMIT.</li> </ul>	DRAWN BY: KAB	R COATS,	SSIONAL ENGINEER	
<ol> <li>THE FOLLOWING NON-STORMWATER DISCHARGES MAY BE AUTHORIZED BY THE PERMIT PROVIDED THE NON-STORMWATER COMPONENT OF THE DISCHARGE IS EXPLICITLY IN THE PLAN AND IS IN COMPLIANCE WITH PART IV.D.7: PART III.A.2.</li> <li>FIRE FIGHTING ACTIVITIES;</li> <li>FIRE HYDRANT FLUSHING;</li> <li>POTABLE WATER SOURCES INCLUDING WATER LINE FLUSHING;</li> <li>IRRIGATION DRAINING;</li> </ol>	DESIGNED BY: MCG	J. TYLER	GEORGIA PROFESS GSWCC LEVEL II O	
<ul> <li>E. AIR CONDITIONING CONDENSATE;</li> <li>F. SPRINGS;</li> <li>G. UNCONTAMINATED GROUND WATER; AND</li> <li>H. FOUNDATION OR FOOTING DRAINS WHERE THE FLOWS ARE NOT CONTAMINATED WITH PROCESS MATERIALS OR</li> </ul>	DES			
<ul> <li>POLLUTANTS.</li> <li>LIMITATIONS ON COVERAGE PART I.C.3</li> <li>THE FOLLOWING STORMWATER DISCHARGES FROM CONSTRUCTION SITES ARE NOT AUTHORIZED BY THIS PERMIT: <ul> <li>A. STORMWATER DISCHARGES ASSOCIATED WITH AN INDUSTRIAL ACTIVITY THAT ORIGINATE FROM THE SITE AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED AND THE SITE HAS UNDERGONE FINAL STABILIZATION;</li> <li>B. DISCHARGES THAT ARE MIXED WITH SOURCES OF NON-STORMWATER OTHER THAN DISCHARGES WHICH ARE IDENTIFIED IN PART III.A.2. OF THIS PERMIT AND WHICH ARE IN COMPLIANCE WITH PART IV.D.7. (NON-STORMWATER DISCHARGES) OF THIS PERMIT;</li> <li>C. STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY THAT ARE SUBJECT TO AN EXISTING NPDES INDIVIDUAL OR GENERAL PERMIT. SUCH DISCHARGES MAY BE AUTHORIZED UNDER THIS PERMIT AFTER AN EXISTING PERMIT EXPIRES PROVIDED THE EXISTING PERMIT DID NOT ESTABLISH NUMERIC LIMITATIONS FOR SUCH DISCHARGES; AND</li> <li>D. STORMWATER DISCHARGES FROM CONSTRUCTION SITES THAT THE DIRECTOR (EPD) HAS DETERMINED TO BE OR MAY REASONABLY BE EXPECTED TO BE CONTRIBUTING TO A VIOLATION OF A WATER QUALITY STANDARD.</li> </ul> </li> </ul>	C R C	No. 35603	PROFESSIONAL TO PROFESSIONAL T	
COMPLIANCE WITH WATER QUALITY PART I.C.4 NO DISCHARGES AUTHORIZED BY THIS PERMIT SHALL CAUSE VIOLATIONS OF GEORGIA'S IN-STREAM WATER QUALITY STANDARDS AS PROVIDED BY THE RULES AND REGULATIONS FOR WATER QUALITY CONTROL, CHAPTER 391-3-603.			6445 Shiloh Road, Suite A / Alpharetta, GA 30005 / Phone: 770-781-8008 / Fax: 770-781-8003 / Schnabel-eng.com	
	HANDLEY PARK LAKE DAM TOWN OF TYRONE	FAYETTE COUNTY, GEORGIA	GSWCC CHECKLIST AND NOTES	
Know what's below.         Call before you dig.         Know what's below.         Call below.				
24-HOUR EROSION CONTROL CONTACT SCOTT LANGFORD TOWN OF TYRONE			4170042.000 UARY 2025	

PHONE: (770) 487-4038

SHEET

16 OF 16



# **COUNCIL ITEM AGENDA REQUEST FORM**

**Meeting Date:** 06/05/2025 **Agenda Section:** Old Business **Department:** Administration

Staff Contact: Phillip Trocquet

# **Staff Report:**

# **Item Description:**

Consideration of a text amendment to Section 4-7 of Article VI of the Alcohol Ordinance regarding consumption and open containers.

# **Background/History:**

In review of the Town's alcohol ordinance in conjunction with the requested modifications for parks and special events, it was found that Section 4-7 was in conflict with the proposed ordinance modifications for potential sales and consumption in Town parks.

# **Findings/Current Activity:**

Staff has simply modified the provision regarding open container on town property to provide exception as is consistent with the other ordinance sections proposed for modification.

# **Actions/Options/Recommendations:**

Staff recommends approval of this text amendment.

### Sec. 4-7. Consumption prohibited; open containers.

- (a) As used in this section, the term "open container" means any container, containing alcoholic beverages, which is immediately capable of being consumed from or the seal of which has been broken.
- (b) No person shall possess an open container of an alcoholic beverage while walking, standing or otherwise occupying any public street, road, or highway, sidewalk adjacent thereto, public park, or public parking lot. Consumption of alcoholic beverages in or on other publicly owned properties of the town is prohibited, except as permitted during an authorized Town-sponsored event as stipulated in Sec. 30-6 only in the area designated for the consumption of alcohol for said event.
- (c) No person shall possess an open container of an alcoholic beverage on the premises of any retail package licensee, including parking lots located adjacent thereto.
- (d) No person shall enter or leave the premises of an establishment licensed to sell or dispense alcoholic beverages for consumption on the premises with an open container of any alcoholic beverage.

(Code 1984, § 2-8-5)


# **COUNCIL ITEM AGENDA REQUEST FORM**

Meeting Date: 06/05/2025 Agenda Section: Old Business **Department:** Administration

Staff Contact: Phillip Trocquet

## **Staff Report:**

## **Item Description:**

Consideration of a text amendment to Section 4-202-203 of Article VI regarding sales of alcohol off-premises for catered functions.

## **Background/History:**

Council had a workshop discussion regarding alcoholic beverage sales off-premises for catered functions with direction to prepare text amendments reflecting changes to the frequency of holding outdoor functions, fees, and regulation of outdoor premises areas.

## **Findings/Current Activity:**

Staff has prepared this text amendment to allow the frequency of off-premises catered functions not in a permanent building to a monthly occurrence. Subsequent changes to the area of sales was also clarified in defining the area of sales and consumption based on other areas of the ordinance.

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

Staff recommends approval of this text amendment.

Chapter 4 - ALCOHOLIC BEVERAGES ARTICLE VI. SALES OF ALCOHOL OFF-PREMISES FOR CATERED FUNCTIONS

#### ARTICLE VI. SALES OF ALCOHOL OFF-PREMISES FOR CATERED FUNCTIONS

## Sec. 4-201. Licensed alcohol beverage caterers eligible for off-premises licenses; application; fee.

- (a) For the purposes of this article, the term "licensed alcoholic beverage caterer" shall be defined to mean any retail alcohol dealer who is a food caterer and has either (1) been licensed pursuant to this article or (2) been licensed by another jurisdiction in the State of Georgia to sell alcoholic beverages by the drink off-premises and in connection with an authorized catered function.
- (b) For the purposes of this article, the terms "authorized catered function" or "event" shall be defined to mean any organized activity for profit or non-profit having as its purpose entertainment, recreation and/or education, such as a party, wedding, reception, reunion conference, celebration or assembly which occurs or takes place for a limited duration. No event permit shall be issued under this article for any authorized catered function or event that lasts more than three consecutive days. An authorized catered function or event may be held in a temporary structure; however, no more than one such event per <u>quarter\_month\_shall</u> be held at a particular location.
- (c) Any licensed alcoholic beverage caterer, as defined herein, who holds a validly issued license from the Town of Tyrone for the retail sale of malt beverages or wine or distilled spirits by the drink for consumption onpremises may be issued an off-premises license which authorizes such licensed alcoholic beverage caterer to sell malt beverages and wine and distilled spirits by the drink off-premises and in connection with an authorized catered function.
- (d) Any licensed alcoholic beverage caterer seeking a license for sales of alcohol by the drink for an off-premises catered function shall submit an application, provided by the town, for such license. Each application shall state the certificate number of the alcohol license held by the applicant and shall contain all other information requested by the town.
- (e) All licenses issued pursuant to this article shall be subject to the requirements of article III of this chapter and shall be subject to approval by the mayor and council.
- (f) The applicant shall pay a license fee as established by a schedule of fees adopted by the mayor and council.
- (Ord. No. 2020-02, § 9, 5-21-2020)

#### Sec. 4-202. Limitations.

- (a) No license shall be issued to any person or entity that does not already hold a license validly issued pursuant to article III of this chapter 4. An off-premises license issued for the sale of alcoholic beverages shall only permit the sale of those types of alcoholic beverage permitted by the underlying license.
- (b) Malt beverages or wine or distilled spirits may only be sold at off-premises catered functions for which the licensee has received an event permit issued in accordance with section 4-203 of this chapter 4.

(Ord. No. 2020-02, § 9, 5-21-2020)

Tyrone, Georgia, Code of Ordinances (Supp. No. 17)

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#### Sec. 4-203. Event permit.

- (a) In order to sell malt beverages or wine or distilled beverages at an authorized catered function, a licensed alcoholic beverage caterer must:
  - (1) Apply to the town clerk for an event permit. The application shall include the name of the licensed alcoholic beverage caterer; the date, address, and time of the event; and the licensed alcoholic beverage caterer's on-premises license number, the name of the owner of the property on which the event will be held and such other information as the town clerk may require.
  - (2) Provide satisfactory reports to the town clerk on a form provided by the town clerk stating the quantity of any and all alcoholic beverages transported from the licensee's primary premises to the location of the authorized catered function and such other information as may be required by the town clerk.
  - (3) In order to sell alcoholic beverages at a catered function, the location of the event/function must qualify pursuant to section 4-80 of this chapter 4.
  - (4) No permit shall be issued in a residential zoning district.
  - (5) If the licensed alcoholic beverage caterer's license to sell alcoholic beverages by the drink off-premises was issued by a jurisdiction other than the Town of Tyrone, the applicant must also pay an event permit fee in the amount of \$50.00as established by the schedule of fees adopted by the mayor and council and the total quantity of alcoholic beverages brought into the Town by such caterer shall be subject to excise taxation as provided in article II of this chapter.
  - (6) Area of sales and consumption: Consumption of alcohol shall only be permitted within the premises of which the permit has been issued. If said premises includes outdoor areas, such areas must be adequately marked for enclosure by a temporary or permanent fence or markings at least three feet in height with controlled ingress and egress.
- (b) Upon compliance with the requirements of subsection (a) of this section, the town clerk shall issue an event permit for the particular date, time and location requested on the application for the permit. The permit shall include the name of the holder, the date, address and time of the event, and the type of alcoholic beverages for which sales are authorized by the permit. The permit shall authorize sales of alcoholic beverages only at the location identified on the permit and only during those times set out on the same. The holder of any permit issued pursuant to this section shall maintain the original event permit, as well as original on-premises and off-premises licenses, in the vehicle transporting the alcoholic beverages to the cattered function at all times.
- (Ord. No. 2020-02, § 9, 5-21-2020)

#### Sec. 4-204. Violations.

- (a) It shall be unlawful for any person to distribute or sell malt beverages or wine or distilled spirits off the premises of the licensed alcoholic beverage caterer's business without a license issued pursuant to this article VI or a license to sell alcoholic beverages by the drink off-premises validly issued by another jurisdiction in the State of Georgia.
- (b) It shall be unlawful for a licensed alcoholic beverage caterer licensed under this chapter to distribute or sell malt beverages, or wine or distilled spirits off-premises except in connection with an authorized catered function within the scope of an approved and issued event permit.
- (c) It shall be unlawful for a licensed alcoholic beverage caterer to employ any person under 21 years of age who, in the course of such employment, would dispense, serve, sell, or handle alcoholic beverages. It is the

(Supp. No. 17)

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intent of this subsection to prevent any person employed by such caterer, or any other employee, to knowingly violate any prohibitions contained in O.C.G.A. § 3-3-23, relating to furnishing alcoholic beverages to, and purchase and possession of alcoholic beverages by, a person under 21 years of age. Nothing herein shall prohibit the employment of persons under 21 years of age for purposes not involving the selling or handling of alcohol.

- (d) It shall be the duty of a person holding a license issued pursuant to this article to file with the chief of police the names of all employees. Such employees shall be subject to such investigative rules and regulations as may be deemed necessary from time to time by the police department of the town.
- (e) If a licensed alcoholic beverage caterer has his/her/its license issued pursuant to article III revoked or suspended, for any reason, then any license issued to such licensed alcoholic beverage caterer pursuant to this article VI shall be automatically revoked.
- (f) Any person violating the provisions of this article VI shall be guilty of a misdemeanor.

(Ord. No. 2020-02, § 9, 5-21-2020)

(Supp. No. 17)

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Page 3 of 3



# **COUNCIL ITEM AGENDA REQUEST FORM**

Meeting Date:	06/05/2025
<b>Agenda Section</b>	: Old Business

**Department:** Administration

Staff Contact: Phillip Trocquet

## **Staff Report:**

## **Item Description:**

Consideration of a text amendment to Section 4-1 of Article VI of the Alcohol Ordinance regarding definitions.

## **Background/History:**

In review of the Town's alcohol ordinance in conjunction with the requested modifications for parks and special events, it was found that the definitions section for Restaurant was particularly restrictive and not in keeping with the spirit of recent changes.

## **Findings/Current Activity:**

Staff found that certain provisions regarding the minimum number of persons, layout of seating, and operating hours was overly prescriptive and not consistent with some existing restaurants currently in operation who have sought, had, or will potentially seek an alcohol license.

As such, this language was simplified to be more consistent with existing and potential future restaurant businesses.

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

Staff recommends approval of this text amendment.

### Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means all alcohol, distilled spirits, beer, spirituous liquors, malt beverage, wine, or fortified wine as defined in this section.

Brown bag establishment means any restaurant, private club or other establishment providing food or entertainment in the normal course of business, and in which the owners or their agents knowingly allow patrons to bring in and consume the patrons' own alcoholic beverages.

*Brown bagging* means the act of patrons entering any restaurant, private club, or other establishment providing food or entertainment in the normal course of business and bringing in and consuming the patrons' own alcoholic beverage.

*Close corporation* means a domestic corporation that does not:

- (1) Have more than five stockholders;
- (2) Have a corporation as a shareholder; or
- (3) Have more than one class of stock.

Distilled spirits or spiritous liquors means any alcoholic beverage obtained by distillation or containing more than 24 percent alcohol by volume including, but not limited to, all fortified wines, whiskey, rum, gin, brandy, vodka, tequila and all other alcoholic beverages of a similar nature and with similar alcoholic content.

*Family* means includes any person related to the holder of a license within the first degree of consanguinity or affinity as computed according to civil law.

*Fortified wine* means any alcoholic beverage containing more than 24 percent alcohol by volume made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. The term "fortified wine" includes, but is not limited to, brandy.

Hotel means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential. To meet the definition of "hotel" under this chapter, the facility must have 50 or more rooms used for sleeping accommodations of such guests and one or more public dining rooms, with an adequate and sanitary kitchen and a seating capacity of at least 25 persons, where meals are regularly served to such guests. As used in this section, the term "seating" shall mean that no more than 25 percent of such seating shall be at a common table or counter area or shall be other than individual tables or booths designed for seating of at least two individuals. All sleeping accommodations and dining rooms must be conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Motels meeting the qualifications set out herein for hotels shall be classified in the same category as hotels. Hotels shall have the privilege of granting franchises for the operation of a restaurant in their premises, and the holder of such franchise shall be eligible for a license under the "hotel" classification. At least 55 percent of the receipts of the dining room or rooms shall come from the sale of food. To be included in the tabulation of receipts for the purpose of this calculation, are all receipts of all persons laboring in the dining room, including the services of all independent contractors, performers, servers, entertainers, or other non-employee personnel not to include, however, persons who are called in the dining room from other licensed businesses to perform services, repairs or construction on equipment or building premises. For purposes of this section, the calculations of receipts for alcoholic beverages shall be made pursuant to the

scheduling of pricing and the regulations contained therein as required by section 4-147. Receipts for room rentals shall not be included in the calculations.

Individual means a natural person.

Interest in license means an individual is deemed to have an interest in a license if:

- (1) He is the owner of the license.
- (2) He is the co-owner of the license.
- (3) He is a partner in any partnership that owns an interest in a license.
- (4) He is a stockholder holding more than five percent of the stock in any corporation and or is a stockholder in any corporation that has fewer than 25 stockholders, which owns an interest in a license.
- (5) He shares in any income or corpus of any trust fund having any interest in a license to sell at retail.

*License representative.* If a license representative is required, the license representative shall be a resident of the State of Georgia and a manager of the business who is on the premises on a regular basis.

Lounge/bar means a separate room connected with, a part of, and adjacent to, a restaurant or a room located in hotels as defined herein, and which serves no food. A lounge/bar shall not be permitted to sell or serve alcoholic beverages.

#### Malt beverage.

- (1) The term "malt beverage" means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than 14 percent alcohol by volume, and including, but not limited to, ale, porter, brown, stout, lager beer, malt liquor, small beer and strong beer.
- (2) The term "malt beverage" does not include sake, known as Japanese rice wine.

#### Meal or regular meal.

- (1) The term "meal" or "regular meal" means a meal which is prepared on the premises according to the order of the patron or customer given to a waiter or waitress at the table, booth or counter area where the customer is seated and served by the waiter or waitress at said table, booth or counter area.
- (2) The term "meal" or "regular meal" does not include food served in a specialty shop; nor food served over the counter; nor "short order meals" such as sandwiches, hot dogs or hamburgers; nor prepackaged, individual meals.

Minor means any person under the age of 21 years.

Package means a bottle, can, keg, barrel, or other original consumer container.

*Person* means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit, body politic, or political subdivision, whether public, private, or quasipublic.

*Premises/outlet* means a definite enclosed area or other outside area with controlled ingress and egress wherein spirituous liquors, alcoholic beverages, malt beverages, or wine is sold and consumed, or sold therein by the package to be consumed elsewhere.

Private club.

(1) The term "private club" means any nonprofit association organized under the laws of the state which:

- a. Has been in existence at least one year prior to the filing of its application for a license to be issued pursuant to this chapter;
- b. Has at least 75 regular dues-paying members;
- c. Owns, hires, or leases a building or space within a building for the reasonable use of its members, which building or space:
  - 1. Has suitable kitchen and dining room space and equipment; and
  - 2. Is staffed with a sufficient number of employees for cooking, preparing, and serving meals for its members and guests; and
- d. Has no member, officer, agent, or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary.
- (2) A private club organized or operated primarily for the selling or serving of alcoholic beverages by the drink shall not be licensed under this chapter, nor permitted to sell or serve such beverages at all. All distance requirements as set forth in this chapter shall apply.

*Private residence* means a house, dwelling or structure wherein not less than one, nor more than two families reside and shall not include a mobile home court, an apartment house having facilities for housing more than two families, nor a boardinghouse or roominghouse where there are five or more boarders or roomers. Any building occupied as a residence located within an area zoned for business shall not be construed as a private residence.

Restaurant means any public place kept, used, maintained, advertised and held out to the public as a place where meals are actually and regularly served, but not including short order or quick or fast food shops, such place being provided with adequate and sanitary kitchen and dining room seating of at least 25 persons, having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. Meals shall be served at least six days a week, with the exception of weeks including holidays, vacations and periods of renovation, and the serving of such meals shall be the principal business conducted, with the serving of distilled spirits, malt beverages and wines to be consumed on the premises as only incidental thereto. As used in this definition, the term "seating" means that no more than 25 percent of such seating shall be at a common table or counter area or shall be other than individual tables or booths designed for seating of at least two individuals. As used in this definition, the term "principal business" shall mean that at least 55 percent of the receipts of such business shall come from the sale of food "Restaurant" means any public establishment where meals are regularly prepared and served to the public, primarily for on-premises consumption. The establishment must have adequate kitchen facilities and employ sufficient staff to prepare, cook, and serve meals. To qualify as a restaurant under this ordinance, the establishment must derive at least 55% of its revenue from the sale of prepared meals or food. The service of alcoholic beverages shall be incidental to the service of food. - To be included in the tabulation of receipts for the purpose of this calculation, are all receipts of all persons laboring on the premises, including the services of all independent contractors, performers, servers, entertainers, or other non-employee personnel not to include, however, persons who are called to the premises from other licensed businesses to perform services, repairs or construction on equipment or building premises. For purposes of this definition, the calculations of receipts for alcoholic beverages shall be made pursuant to the scheduling of pricing and the regulations contained therein as required by section 4-147.

*Retail consumption dealer* means any person who sells alcoholic beverages for consumption on the premises at retail.

*Retail package dealer* means any person who sells malt beverages and/or wine in unbroken packages for consumption off the premises at retail. Such sales must be in connection with sales of other products.

Sales by the drink means any person who sells distilled spirits, malt beverages and/or wine for consumption on the premises at retail only to consumers and not for resale.

*Wholesale* or *wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail package dealers, or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than 24 percent alcohol by volume made from fruits, berries, grapes, or other natural products either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, sake, natural wines, rectified wines, and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this section.

(Code 1984, § 2-8-2; Ord. No. 2013-06, § 1, 3-7-2013; Ord. No. 2020-02, § 1, 5-21-2020)

State law reference(s)—Similar provisions, O.C.G.A. § 3-1-2.



COUNCIL AGENDA ITEM COVER SHEET Meeting Type: Council - Regular Meeting Date: June 5, 2025 Agenda Item Type: New Business Staff Contact: Scott Langford

## STAFF REPORT

## AGENDA ITEM:

Consideration to Award the John Deere Angle Broom (BA84C) and Rock / Brush Grapple(GR84B) to Ag-Pro under State Contract 99999-001-SPD0000177-0011 in the total amount of \$13,753.70.

## BACKGROUND:

This purchase is to give the Town the ability to reduce time and more safely broom roads and remove brush. John Deere products are under State Contract 99999-001-SPD0000177-0011.

## FUNDING:

General Funds - General Funds - Public Works Equipment (100-40-54.2201)

## STAFF RECOMMENDATION:

Staff requests awarding the John Deere Angle Broom (BA84C) and Rock / Brush Grapple(GR84B) to Ag-Pro under State Contract 99999-001-SPD0000177-0011 in the amount of \$13,753.70.

## ATTACHMENTS:

See attached proposal

## PREVIOUS DISCUSSIONS:

Budget workshop and budget meetings





	Quote Summary	
Prepared For: TOWN OF TYRONE 950 SENOIA RD STE A TYRONE, GA 30290 Home: 770-487-4039		Prepared By: Michael Lilly Ag-Pro Villard Farmer Ind Blvd Newnan, GA 30263 Phone: 770-254-0383 mlilly@agproco.com
	Quote lo Created Or Last Modified Or Expiration Date	n: 14 May 2025 n: 14 May 2025
Equipment Summary	Selling Price Qty	Extended
JOHN DEERE BA84C 84" Angle Broom	\$7,940.27 X 1	= \$7,940.27
JOHN DEERE GR84B ROCK / BRUSH GRAPPLE	\$ 5,813.43 X 1	= \$ 5,813.43
Equipment Total		\$ 13,753.70
	Quote Summary	
	Equipment Total	\$ 13,753.70
	Dealer services	\$ 0.00
	SubTotal	\$ 13,753.70
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 13,753.70
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 13,753.70

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Accepted By : X \_\_\_\_\_

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## **Selling Equipment**



Quote Id: 32841385 Customer: TOWN OF TYRONE

	JOHN DEERE BA84	C 84" Angle Broo	m		
Hours: Stock Number	:				
Code 0303KV	Description BA84C 84" Angle Broom	Qty 1			
	JOHN DEERE GR84B ROCK / BRUSH GRAPPLE				
Equipment Not Hours: Stock Number:					
Code 05R1T	<b>Description</b> GR84B ROCK / BRUSH GRAPPLE	<b>Qty</b> 1			



# **COUNCIL ITEM AGENDA REQUEST FORM**

**Meeting Date:** June 5<sup>th</sup>, 2025 **Agenda Section:** New Business **Department:** Public Works

Staff Contact: Phillip Trocquet

## **Staff Report:**

## **Item Description:**

Consideration to have the Mayor execute a design-build amendment for the Shamrock Park Pavillion project number PW-2024-30 regarding final design and construction in the amount of \$700,000.

## **Background/History:**

As part of the design-build process for the Shamrock Park Pavillion, once final design and construction plans have been created, a design-build contract amendment is added to the overall contract reflecting these final stages and payment.

## **Findings/Current Activity:**

This amendment reflects the construction plans included in this packet for an amount equivalent to what was approved for the original project and budgeted for of \$700,000.

## Is this a budgeted item? YES If so, include budget line number: ENGINEERING SERVICES

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

Staff Recommends approval to have Mayor Dial execute the design-build amendment for the Shamrock Park Pavillion Project, PW-2024-30.

# AIA° Document A141° – 2014 Exhibit A

## **Design-Build Amendment**

This Amendment is incorporated into the accompanying AIA Document A141<sup>TM</sup>-2014, Standard Form of Agreement Between Owner and Design-Builder dated the Sixth day of November in the year Two Thousand Twenty-Four (the "Agreement") (In words, indicate day, month and year.)

for the following PROJECT: (Name and location or address)

Tyrone Pavilion 960 Senoia Rd. Tyrone, GA 30290

THE OWNER: (Name, legal status and address)

Town of Tyrone 950 Senoia Rd. Tyrone, GA 30290 (770) 487-4038

THE DESIGN-BUILDER: (Name, legal status and address)

Southtree Commercial Construction, LLC 201 Prospect Park Suite A Peachtree City, GA 30269

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

#### ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment: (Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section A.1.2 below

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#### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located. [ ] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with ſ 1 Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

#### § A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be Seven Hundred Thousand Dollars and Zero Cents (\$ 700,000.00 ), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

See Exhibit C - Cost Summary with Path Deletion 05-22-25

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item

Units and Limitations

Price per Unit (\$0.00)

See Exhibit C - Cost Summary with Path Deletion 05-22-25

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

#### § A.1.3.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price § A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

#### § A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

#### § A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

#### § A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. (Provide information below or reference an attachment.)

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

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53

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

#### § A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

#### § A.1.5 Payments

#### § A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the First day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the Fifteenth day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Owner receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of

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completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5.00 %):
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

#### § A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

#### N/A

#### § A.1.5.3 Progress Payments-Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Article A.5 of this Amendment;
- .2 Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

#### § A.1.5.4 Progress Payments-Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined .1 by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment .2 delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- Add the Design-Builder's Fee, less retainage of percent ( %). The Design-Builder's Fee shall be computed .3 upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs; .4
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

#### § A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct nonconforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

#### CONTRACT TIME ARTICLE A.2

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than () days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

#### 10-01-2025

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Note: The aforementioned Substantial Completion date is contingent on the Date of Commencement being 6-2-25. If the project doesn't commence on schedule, the Substantial Completion date will need to be altered.

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

#### N/A

Surrent I	he Supplementary an	nd other Conditions	of the Contract:	
	Document N/A	Title	Date	Pages
	he Specifications:	ere or refer to an ex	hibit attached to this Amen	dment.)
14	Section	Title	Date	Pages
	he Drawings; t the drawings here c	or refer to an exhibit	t attached to this Amendme	nt.)
	Number See Exhibit D		Title Shamrock Park	Date
			Pavilion Drawing List	5-15-25
(If the Own comprise t Sustainabi implement responsibi metrics to	he Sustainability Pla ner identified a Susta he Sustainability Pla lity Plan identifies a ation strategies selea lities associated with	ainable Objective in an by title, date and nd describes the Sus cted to achieve the S a achieving the Sust of each Sustainable 1	Pavilion Drawing List the Owner's Criteria, iden number of pages, and inclust stainable Objective; the tar Sustainable Measures; the Ca ainable Measures; the spec Measure; and the Sustainab	5-15-25 tify the document or documents that de other identifying information. The geted Sustainable Measures; Owner's and Design-Builder's roles and ific details about design reviews, testing o bility Documentation required for the
(If the Own comprise t Sustainabi implement responsibi metrics to	he Sustainability Pla ner identified a Susta he Sustainability Pla lity Plan identifies a ation strategies selea lities associated with verify achievement o	ainable Objective in an by title, date and nd describes the Sus cted to achieve the S a achieving the Sust of each Sustainable 1	Pavilion Drawing List the Owner's Criteria, iden number of pages, and inclust stainable Objective; the tar Sustainable Measures; the Ca ainable Measures; the spec Measure; and the Sustainab	tify the document or documents that de other identifying information. The geted Sustainable Measures; Dwner's and Design-Builder's roles and ific details about design reviews, testing o
(If the Own comprise t Sustainabi implement responsibi metrics to Project, as	he Sustainability Pla ner identified a Susta he Sustainability Pla lity Plan identifies a ation strategies seled lities associated with verify achievement of those terms are defi Title	ainable Objective in an by title, date and nd describes the Sus cted to achieve the S a achieving the Sust of each Sustainable 1	Pavilion Drawing List the Owner's Criteria, iden number of pages, and inclu stainable Objective; the tar Sustainable Measures; the C ainable Measures; the spec Measure; and the Sustainal the Agreement.)	tify the document or documents that de other identifying information. The geted Sustainable Measures; Owner's and Design-Builder's roles and ific details about design reviews, testing o ility Documentation required for the

See Exhibit C - Cost Summary with Path Deletion 05-22-25

See Exhibit E - Assumptions & Clarifications - No Slate Path - 5.22.25

.2 Contingencies

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### N/A

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See Exhibit E - Assumptions & Clarifications - No Slate Path - 5.22.25

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

#### N/A

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

N/A

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS § A.4.1 The Design-Builder's key personnel are identified below: (Identify name, title and contact information.)

> .1 Superintendent

> > TBD

.2 Project Manager

Anthony Mesrobian, Project Manager - anthonym@stcom.us, (678) 416-7468

.3 Others

> Tommy Webb, Principal - twebb@stcom.us, (678) 485-9037 Jimmy Brock, VP of Construction - jbrock@stcom.us, (404) 427-1950

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below: (List name, discipline, address and other information.)

- Architect: Context Design, 2389 Johnson Ferry Rd., Marietta, GA 30062
- Civil Engineer: Highland Land Planning, 201 Prospect Park, Suite A, Peachtree City, GA 30269
- Electrical Engineer: Hammond & Associates, Inc., 499 NW 70th Ave, Suite #201, Plantation, FL 33317
- Landscape Architect: Veridian Studios, P.O. Box 870136, Stone Mountain, GA 30087

#### ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

#### § A.5.1.1 Labor Costs

§ A.5.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time) R

ate (\$0.00)

Rate (unit of time)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories,

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57

workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

#### § A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

#### § A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

#### § A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of

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the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

#### § A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

#### § A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;

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59

- Expenses of the Design-Builder's principal office and offices other than the site office; .2
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- 4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work:
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed .7 Maximum Price to be exceeded.

### § A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### § A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

#### § A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### § A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

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**OWNER** (Signature) BY: Eric Dial, Mayor (Printed name and title)

**DESIGN-BUILDER** (Signature)

BY: Tommy Webb, President (Printed name and title)

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# Additions and Deletions Report for AIA<sup>®</sup> Document A141<sup>®</sup> – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:59:14 EDT on 05/23/2025.

#### Changes to original AIA text

PAGE 2

Item See Exhibit C - Cost Summary with Path Deletion 05-22-25 **Units and Limitations** 

Price per Unit (\$0.00)

#### PAGE 6

Note: The aforementioned Substantial Completion date is contingent on the Date of Commencement being 6-2-25. If the project doesn't commence on schedule, the Substantial Completion date will need to be altered.

Document <u>N/A</u>	Title	Date	Pages	
Number See Exhibit D		Title <u>Shamrock Park</u> Pavilion Drawing List	Date 5-15-25	
Title <u>N/A</u>	0	Date	Pages	

### Variable Information

#### PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141<sup>TM</sup>-2014, Standard Form of Agreement Between Owner and Design-Builder dated the <u>Sixth</u> day of <u>November</u> in the year <u>Two Thousand</u> <u>Twenty-Four</u> (the "Agreement")

(In words, indicate day, month and year.)

Tyrone Pavilion

<u>960 Senoia Rd.</u> Tyrone, GA 30290

Town of Tyrone

<u>950 Senoia Rd.</u> Tyrone, GA 30290 (770) 487-4038

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#### Southtree Commercial Construction, LLC

201 Prospect Park Suite A Peachtree City, GA 30269

- [X] Stipulated Sum, in accordance with Section A.1.2 below
- [ ] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
  - ] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

### PAGE 2

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§ A.1.2.1 The Stipulated Sum shall be <u>Seven Hundred Thousand Dollars and Zero Cents</u> (\$ 700,000.00 ), subject to authorized adjustments as provided in the Design-Build Documents.

See Exhibit C - Cost Summary with Path Deletion 05-22-25

#### PAGE 3

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the <u>First</u> day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the <u>Fifteenth</u> day of the <u>same</u> month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than <u>Fifteen</u> (<u>15</u>) days after the Owner receives the Application for Payment. (*Federal, state or local laws may require payment within a certain period of time.*)

#### PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of <u>Five</u> percent (<u>5.00</u>%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of <u>Five</u> percent (5.00 %);

### N/A

### PAGE 5

### 10-01-2025

PAGE 6

### <u>N/A</u>

See Exhibit C - Cost Summary with Path Deletion 05-22-25 See Exhibit E - Assumptions & Clarifications - No Slate Path - 5.22.25

#### PAGE 7

N/A

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See Exhibit E - Assumptions & Clarifications - No Slate Path - 5.22.25

N/A

N/A

<u>TBD</u>

Anthony Mesrobian, Project Manager - anthonym@stcom.us, (678) 416-7468

Tommy Webb, Principal - twebb@stcom.us, (678) 485-9037 Jimmy Brock, VP of Construction - jbrock@stcom.us, (404) 427-1950

Architect: Context Design, 2389 Johnson Ferry Rd., Marietta, GA 30062
 Civil Engineer: Highland Land Planning, 201 Prospect Park, Suite A, Peachtree City, GA 30269
 Electrical Engineer: Hammond & Associates, Inc., 499 NW 70th Ave, Suite #201, Plantation, FL 33317
 Landscape Architect: Veridian Studios, P.O. Box 870136, Stone Mountain, GA 30087

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## Certification of Document's Authenticity

AIA<sup>®</sup> Document D401<sup>™</sup> – 2003

I, Tommy Webb, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:59:14 EDT on 05/23/2025 under Order No. 20250120760 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141<sup>TM</sup> - 2014 Exhibit A, Design-Build Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)			
(Dated)			
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Section X, Item 10.

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PROJECT DATA	BUILDING DATA	LEGEND
PROJECT LOCATION         SHAMROCK PARK         960 Senoia Road         Tyrone, Georgia 30290         OWNER         TOWN OF TYRONE GEORGIA         950 Senoia Road         Tyrone, Georgia 30290         DESIGN I BUILD CONTRACTOR         SOUTHTREE COMMERICAL         Spencer Bryan, Project Manager         201 Prospect Park, Suite A         Peachtree City, Georgia 30269	APPLICABLE CODES 2018 International Building Code* 2018 International Fire Code* 2018 International Mechanical Code* 2018 International Plumbing Code* 2023 National Electrical Code 2018 International Fuel Gas Code* 2015 International Energy Conservation Code with 2020 Georgia Supplements & Amendments 2010 Accessibility Guidelines (Appendix A to Part 36), Including CFT Title II & III and 2004 ADAAG 2018 Edition NFPA 101 Life Safety Code* 120-3-3 Effective 01.15.2014 Rules and Regulations of Safety Fire Commissioner *with Applicable Georgia Amendments	DIMENSIONING SYS
ARCHITECT CONTEXT_DESIGN, LLC Don Whitten, Architect 2389 Johnson Ferry Road Marietta, Georgia 30062	CONSTRUCTION TYPE - NEW IBC - TYPE V-B - UNPROTECTED - UNSPRINKLERED	
LANDSCAPE ARCHITECT VIRIDIAN STUDIOS Jill Kelleher, LA PO Box 870136 Stone Mountain, Georgia 30087 CIVIL ENGINEER HIGHLAND LAND PLANNING Reid Almand, PE 201 Prospect Park, Suite A Peachtree City, Georgia 30269	OCCUPANCY CLASSIFICATION ASSEMBLY: OUTDOOR FACILITY BUILDING HEIGHTS AND AREAS GROUP A5 TYPE V-B, UNSPRINKLERED Maximum Building Height: 40' / Table 504.3 Allowable Number Of Stories: Unlimited / Table 504.4 Maximum Area Per Floor: Unlimited / Table 506.2 TOTAL BUILDING AREA : 1550 Square Feet BUILDING HEIGHT: 33'-3"	
STRUCTURAL ENGINEER WILKES ENGINEERING GROUP Lance Wilkes, PE 195 Jarrard Street, Suite A2 Cleveland, Georgia 30528 ELECTRICAL ENGINEER HAMMOND ENGINEERING, INC Nathanial D Hammond, PE 6961 Peachtree Industrial Blvd. #208 Atlanta, Georgia 30092	FIRE RESISTANCE RATINGSType of ConstructionRatingStructural FrameV0 hoursBearing Walls - interior/exteriorV0 hoursFloorsV0 hoursRoofV0 hoursExterior (non bearing) WallsV0 hours	SYMBOLS EARTH
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		BATT INSULATION DIMENSIONAL

# SHAMROCK PARK PAVILION APRIL 08, 2025 - ISSUED FOR PERMIT

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	H.M. DOOR/WINDOW B FRAME TYPE	COLUMN GRID LINE	A	F.E.S. F.E.C. CJ	FIRE- EXTINGUISHER SEMI- RECESSED FIRE- EXTINGUISHER/ CABINET MASONRY CONTROL JOINT - BRICK VENEER ONLY
	EINISH ELEVATION REVISION	ELEVATION		ICJ PJ	MASONRY JOINT INSIDE CORNER METAL PANEL JOINT
$\square$	SYMBOL /	INTERIOR ELEVATION	$\sim$	FV	FIELD VERIFY

: AL	INDEX OF DRAWINGS		
AL	TITLE	ISSUED	LAST REVISION
		A A A A A A A A A A A A A A A A A A A	
)	COVER SHEET & PROJECT INFO	04.08.2025 04.08.2025	
)	AXONOMETRIC OVERVIEW	04.08.2025	
<b>`</b>			
)	OVERALL GRADING AND DRAINAGE DETAILED GRADING PLAN		
)	THREE PHASE EROSION AND SEDIMENTATION CONTRO		
	EROSION DETAILS		
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	PEARCHITECTURE		
57	SITE HARDSCAPE PLAN	04.08.2025	
	LANDSCAPE PLAN	04.08.2025	
	LANDSCAPE SCHEDULE & DETAILS	04.08.2025	
	LANDSCAPE SPECIFICATIONS	04.08.2025	
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	FLOOR PLAN	04.08.2025	
)	SYSTEMS COORDINATION PLAN	04.08.2025	
5	ROOF PLAN	04.08.2025	
	BUILDING SECTIONS & DETAILS	04.08.2025	
	ELEVATIONS	04.08.2025	
	ARCHITECTURAL SPECIFICATIONS	04.08.2025	
)	ARCHITECTURAL SPECIFICATIONS	04.08.2025	
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)	GENERAL NOTES	04.08.2025	
	SCHEDULE OF SPECIAL INSPECTIONS	04.08.2025	
)	FOUNDATION PLAN	04.08.2025	
	ROOF RAMING PLAN	04.08.2025	
	ELEVATIONS	04.08.2025	
	TYPICAL SECTIONS	04.08.2025	
	TYPICAL SECTIONS	04.08.2025	
)	TYPICAL CONCRETE DETAILS	04.08.2025	
)	TYPICAL TIMBER DETAILS	04.08.2025	
	TYPICAL MASONRY DETAILS	04.08.2025	
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	ELECTRICAL NOTES LEGENDS AND ABBREVIATIONS		
-	LIGHTING FIXTURE SCHEDULE		
	ELECTRICAL SPECIFICATIONS		
-	HILTI FIRE STOP DETAILS		
	ELECTRICAL FLOOR PLAN - POWER		
	ELECTRICAL FLOOR PLAN - LIGHTING		
	ELECTRICAL RISER DIAGRAM		
		1	

Section X, Item 10.



67



Section X, Item 10.



SHAMROCK PARK PAVILION

960 Senoia Road Tyrone, Georgia 30290

Project Number: 2024.006

Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on extensions of the project, or other projects, except by agreement in writing and appropriate compensation to the Architect.

The General Contractor is responsible for confirming and correlating dimensions at the job site. The Architect will not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project programs in connection with the project.

The General Contractor shall take adequate precaution to protect existing construction throughout all phases of construction. Damage to existing-to-remain construction or equipment shall be restored to original conditions at the contractor's expense.

Work shall be in compliance with all governing building code requirements, shall be executed in accordance with accepted industry standards, and shall conform to the regulations of the authorities having jurisdiction.

© 2025 - Context\_Design, LLC | Don Whitten, Architect









RE//	REVISIONS				
NO.	DATE	ISSUE			
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Face of Wall

Face of Wall



Printed: 4/9/25


			Shamrock Park Pavilior	ו				
		S	ESCO LIGHTING LUMINAIRE SCHED	OULE				
TYPE	MANUFACTURER	FIXTURE	DESCRIPTION	MOUNTING	LAMP/WATTAGE	DIMMING	VOLTAGE	LINK
A	LITON LIGHTING	DL360B-L26-B45-UE-D10-T27	6" ROUND LED SURFACE MOUNT CYLINDER	SURFACE	30W	0-10V	UNV	https://iiton.com//media/files/cutsheets/ DL360_CS.pdf
В	PERFORMANCE IN LIGHTING	Q10-1WB-5W-BK-27K-UNV-0-10V	SMALL LED WALL PACK	WALL	5W	0-10V	UNV	https://www.performanceinlighting.com/us/ downloads/15464/1255/Quasar%2010%20- %20Spec.pdf
С	PERFORMANCE IN LIGHTING	IN1-7-BK-27K-UNV-0-10V	LED STEP LIGHT	RECESSED	7W	0-10V	UNV	https://www.performanceinlighting.com/us/ downloads/18476/1279/insert%201%20-%20Spec.p
D	PERFORMANCE IN LIGHTING	TYK+10-SA-6-C/IW-BK-27K-120-0-10V	SMALL LED FLOOD LIGHT	SURFACE	6W	0-10V	120V	https://www.performanceinlighting.com/us/ downloads/29477/1276/TYK%2010%20Spec.pdf
LT	TBD Coordination w/ AV Design Build Contractor required. Architectural & Structural coordination may be required.			SUSPENDED				
Projection Screen	TBD Coordination w/ AV Design Build Contractor required. Architectural & Structural coordination may be required.			SUSPENDED				
Projector	TBD Coordination w/ AV Design Build Contractor required. Architectural & Structural coordination may be required.			SUSPENDED				

1. The specified fixtures have been selected based on photometric performance, electrical characteristics, visual comfort and aesthetic interpretation and as such any contractor wishing to propose alternate fixtures must submit such request, in writing, FIFTEEN (15) work days prior to bid. The request shall include two complete sets of color catalog cut sheets of all fixtures for review. Approvals shall only be issued by the architect in the form of an addendum to the bid documents. ONTACT FLETCHER VANYO 404.788.4843 FVANYO@SESCOLIGHTING.COM

2. ALL LIGHTING TO BE BID AS SPECIFIED ONLY, FIXTURES BASED ON LEAD TIME REQUIREMENTS AND PERFORMANCE 3. FINAL FIXTURE COLORS AND FINISHES TO BE SELECTED AND APPROVED BY OWNER/ARCHITECT





2 A301 3 A401



				Section X, Item 10.
				2389 Johnson Ferry Road Marietta, Georgia 30062 678.575.5686 donwhitten.aia@gmail.com
				SHAMROCK PARK PAVILION 960 Senoia Road Tyrone, Georgia 30290
				Project Number: 2024.006
				Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on extensions of the project, or other projects, except by agreement in writing and appropriate compensation to the Architect.
	(			The General Contractor is responsible for confirming and correlating dimensions at the job site. The Architect will not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project.
	_EXTEND VALLEY FLASHING TO FORM SCUPPER			The General Contractor shall take adequate precaution to protect existing construction throughout all phases of construction. Damage to existing-to- remain construction or equipment shall be restored to original conditions at the contractor's expense.
	-METAL CHIMNEY CAP			Work shall be in compliance with all governing building code requirements, shall be executed in accordance with accepted industry standards, and shall conform to the regulations of the authorities having jurisdiction.
	CRICKET			© 2025 - Context_Design, LLC   Don Whitten, Architect
	_PITCH TRANSITION FLASHING			TOWN OF TYRONE
			2	EST. 1911
	-4:12		A301	
			4 A401	
		 		TE OF GEOR
•	ROOF ASSEMBLY: METAL ROOFING SYSTEM & FLASHIN 2X4 FURING @ 16" OC (space allotted for conduit above decking SELF-ADHERED MEMBRANE UNDER T&G WOOD DECKING	g)		DON WHITTER WHITTER AND AND AND AND AND AND AND AND AND AND
				ISSUED:
		   		02.04.22225 -DESIGNISSOCEREDORATEGNIT 04.08.2025 ISSUED FOR CONSTRUCTION
				ROOF PLAN
			1/4" = 1'-0"	A103











COUNCIL AGENDA ITEM COVER SHEET Meeting Type: Council - Regular Meeting Date: June 5, 2025 Agenda Item Type: New Business Staff Contact: Scott Langford

# **STAFF REPORT**

## AGENDA ITEM:

Consideration to award project PW-2025-16 the 2025 Town of Tyrone HVAC Replacement: Recreation and Old PD, to Reese Services LLC for the amount of \$18,505.00.

#### **BACKGROUND:**

The HVAC at 945 Senoia Road has failed and needs to be replaced due to cost of repair, age, and freon availability/cost. The cost to replace is \$7,553.00.

The HVAC at the Rec Center has also failed and needs to be replaced due to cost of repair, age, and freon availability/cost. The cost to replace is \$8,952.00.

Total cost to replace both systems is \$18,505.00.

#### **FUNDING:**

General Funds - 100-40-52.2206

#### **STAFF RECOMMENDATION:**

Staff requests approval to award the 2025 HVAC Replacement project to Reese Services LLC for the amount of \$18,505.00.

#### **ATTACHMENTS:**

Bid Tab and Bid Package

#### **PREVIOUS DISCUSSIONS:**

None

# **HVAC SPECIFICATIONS**

#### Section 1 Summary of Work

- 1.1 Scope of work includes:
  - Old PD HVAC Replacement
  - Includes full installation of equipment for Unit as specified herein.
  - Includes removal, haul away and proper disposal of old equipment per E.P.A. standards.
  - Includes all materials and labor to furnish a complete job; including but not limited to: piping, insulation, seismic restraint devices, support hangers, hardware, ducts, mastic, drip pans, and wiring.
  - Includes new filters.
  - Includes replacement of A/C pad with 3-inch polymer pad.
  - Includes disconnection and reconnection of power, gas, refrigerant lines, duct work and other items to allow for proper installation of new equipment.
  - Includes insulation and air tight connections of lines and ducts. Ductwork shall have mastic installed at connections to insulation.
  - Includes flue piping single wall metal connections.
  - Includes weather-proof disconnect.
  - Includes replacement of return plenum with new metal plenum, standard 1-inch filter rack included.
  - Includes new safety valve, proper gas line sediment trap, and epoxy coated flex connector.
  - Includes installation of new supply duct for proper airflow per manufacturer's specifications.
  - Includes disconnection, flushing and reconnection of drain line.
  - Includes installation of float safety switch on primary drain line and emergency drain pan. Emergency drain pan can not be wider than 24 inches.
  - Includes use of existing refrigerant lines, and flush with Rx11.
  - Includes replacement of circuit breaker for outdoor unit with proper size breaker.
  - Includes start-up inspection with owner and testing electrical components.
  - Includes all required permit(s) and inspections. The Town will pay for the approved inspection. Contractor is responsible for failed inspection, inspection delay costs, and partial inspections.
  - Recreation HVAC Replacement
    - Includes full installation of equipment for Unit as specified herein.
    - Includes removal, haul away and proper disposal of old equipment per E.P.A. standards.
    - Includes all materials and labor to furnish a complete job; including but not limited to: piping, insulation, seismic restraint devices, support hangers, hardware, ducts, mastic, drip pans, and wiring.
    - Includes replacement of A/C pad with 3-inch polymer pad.
    - Includes disconnection and reconnection of power, gas, refrigerant lines, duct work and other items to allow for proper installation of new equipment.
    - Includes insulation and air tight connections of lines and ducts. Ductwork shall have mastic installed

at connections to insulation.

- Includes reuse of existing supply air plenum with new indoor unit.
- Includes reuse of existing return air plenum with new indoor unit.
- Includes disconnection, flushing and reconnection of drain line.
- Includes installation of drain safety switch on drain line if not already in place.
- Includes new filters.
- Includes start-up inspection with owner and testing electrical components.
- Includes all required permit(s) and inspections. The Town will pay for the approved inspection. Contractor is responsible for failed inspection, inspection delay costs, and partial inspections.
- 1.2 Qualifications: Installer/Technician must have a minimum of 5 years of experience installing this type of equipment, and the company must have at least 10 years of experience installing this type of equipment.
- 1.3 Warranty: Standard manufacturer warranties shall be provided to owner (minimum 5-year compressor warranty). Contractor also agrees to a one-year warranty for any issue with the units or workmanship including, but not limited to, parts and labor.

#### Section 2 Equipment

- 2.1 Old PD HVAC Replacement equipment consists of:
  - Air Conditioner
    - i. Manufacturer: Bryant
    - ii. Model No.: 135SAN02400W
    - iii. Description: Legacy Series, Single-Stage, Air Conditioner
    - iv. Warranty: 10 year parts limited warranty (including compressor and coil)<sup>1</sup>
  - Evaporator Coil
    - i. Manufacturer: Bryant
    - ii. Model No.: CVAMA2414XMA
    - iii. Warranty: 10 year parts limited warranty<sup>1</sup>
  - Gas Furnace
    - i. Manufacturer: Bryant
    - ii. Model No.: 800SB36045M14
    - iii. Description: Legacy 80 Series, Gas Furnace, Single-Stage
    - iv. Warranty: 20 year limited heat exchanger warranty, 10 year limited parts warranty<sup>1</sup>
- 2.2 Recreation HVAC Replacement equipment consists of:
  - Air Conditioner
    - i. Manufacturer: Bryant
    - ii. Model No.: PA5ZNB060000
    - iii. Description: Legacy Series, Single Stage, Packaged Air Conditioner
    - iv. Warranty: 10 limited parts warranty<sup>1</sup>

Town of Tyrone 2025 HVAC Replacement: Recreation and Old PD Project PW-2025-16

#### Section 3 Installation

- 2.1 Install in accordance with the manufacturer's written installation guides.
- 3.1 All work and materials shall comply with all State and Federal regulations; including but not limited to, International Mechanical Code, National Electric Code, International Fuel Gas Code, NFPA Code and ASHREA 90.1.
- 4.1 Contractor shall make units level and plumb.
- 5.1 Installation includes the cost of all materials and labor to furnish a complete job even if not listed within the specifications.
- 6.1 Installation shall not alter or impede easy access to units for maintenance.

**End of Specifications** 

# Town of Tyrone 2025 HVAC Replacement: Recreation and Old PD PW-2025-16 STANDARD BID FORM

Bid Of:

(CONTRACTOR)

Bid To: Town of Tyrone

Project Name: 2025 HVAC Replacement: Recreation and Old PD

Project Number: <u>PW-2025-16</u>

#### **BASIC BID AGREEMENT:**

The undersigned, having examined all the Bidding Documents and acknowledging all Addendum (a) as follows:

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum including all applicable taxes and fees:

#### **BID SCHEDULE**

No.	Item	Estimate Quantity	Unit	Unit Price	Total Price
1.	HVAC Replacement: Recreation	1	Lump Sum		
2.	HVAC Replacement: Old PD	1	Lump Sum		
3.	Allowance per Special Contingency	1	Lump Sum	\$2,000.00	\$2,000.00

Total of Base Bid (including Special Allowance) \$\_\_\_\_\_

## DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

The <u>DATE OF COMMENCEMENT</u> shall be established by the date of the Town's Notice to Proceed. Work shall not commence until the Notice to Proceed is issued.

All work shall be substantially completed where the work can be used for its intended purpose within:

# 30 Calendar Days

Subject to adjustments as provided in the Contract Documents.

The undersigned further agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the sum of <u>Two Hundred Dollars</u> (\$200.00) For each calendar day the actual construction time to achieve <u>SUBSTAINTIAL COMPELTION</u> exceeds the specified or adjusted Contract time for <u>SUBSTANTIAL COMPLETION</u> as provided above.

# BID SECURITY:

None required.

# PERFORMANCE & LABOR AND MATERIAL PAYMENT BONDS: None required

#### **INSURANCE:**

Contractor shall provide a Certificate of Insurance to the Owner along with the bid form or within 7 days after the bid. The Limits shall be no less than the following:

Comme	ercial General Liability	
1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrences	\$1,000,000
5.	Fire Damage	\$ 50,000
6.	Medical Expense (per person)	\$ 5,000
Busine	ss Auto Liability (all vehicles)	
1.	Combined single limit	<u>\$ 500,000</u>
Worker	s Compensation	
1.	State	Statutory
2.	Employers Liability	\$ 100,000 per accident
		\$ 500,000 Disease, policy limit
		\$ 100,000 Disease each employee

The owner may obtain builder's risk insurance for the project.

## **CERTIFICATION REGARDING DRUG-FREE WORKPLACE:**

The undersign certifies that the Contractor listed below will provide a "DRUG-FREE WORKPLACE" as that term is defined by Georgia Law.

FEDERAL IDENTIFICATION NUMBER:		
	(TYPE OF	R PRINT)
CONTRACTOR'S LICENSE NUMBER:		
CONTRACTOR'S EMAIL ADDRESS:		
AUTHORIZATION:		
(Print or Type Name of Contractor)		
(Type or Print Address)		
(Type or Print City and State)		(Phone Number)
(Type or Print Name)	(Title)	
(Signature)		(Date)

		2025 H	VAC REI	PLACEMENT	MENT UNITS AT OLD PD AND REFOR THE TOWN OF TYRONE, GA	PD AND RECR YRONE, GA	2025 HVAC REPLACEMENT UNITS AT OLD PD AND RECREATION BUILDING FOR THE TOWN OF TYRONE, GA	NG			
	BID DATE: May 28, 2025 @ 10 AM			Reese Services LLC Tyrone, GA	vices LLC	Trinity Air Peachtree City, GA	City, GA	Ferguson Heating Conditioning, Inc East Point GA	Ferguson Heating & Air Conditioning, Inc East Point, GA		
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL DDICE
	BASE BID										IOIAL PRICE
	Acknowledged Addenda	NIA		N/A		N/A		N/A		NIA	
	Bld Bond (5%)			N/A		N/A		N/A		NIA	
-	HVAC Replacement: Recreation	-	RS	\$8,952.00	\$8,952.00	\$10,538.10	\$10,538.10	No Bid	No Bid		
5	HVAC Replacement: Old PD	-	RS	\$7,553.00	\$7,553.00	\$9,359.10	\$9,359.10		2		
m	Allowance per Special Contingency	-	rs	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00				
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Section X, Item 11.



# **COUNCIL ITEM AGENDA REQUEST FORM**

Meeting Date: June 5, 2025 Agenda Section: Old Business Department: Public Works

Staff Contact: Scott Langford

# **Staff Report:**

# **Item Description:**

Consideration to Award the 2025 Handley Park Pole Barn Demolition project to The Corbett Group, for the base bid amount of \$6,400.00.

# **Background/History:**

The pole barn at Handley Park has continued to deteriorate and has become an unsafe structure. The structure and surrounding debris pose a hazard.

**Is this a budgeted item?** Yes **If so, include budget line number:** General Fund – Public Works Fund 100-40-52.2203

# **Actions/Options/Recommendations:**

Staff requests that Council award the 2025 Handley Park Pole Barn Demolition project to The Corbett Group, for the base bid amount of \$6,400.00.

# **Attachments:**

**Bid Tabulation Sheet** 

# **Previous Discussions:**

Council Meeting March 20, 2025

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Figure 1

# Statement of Work

Pole Barn Demolition (@ Handley Park)

- Location (33.483215,-84.582690)
- At rear of Parcel No. 0727 084 (see Figure 1)
  Details

Structure and Surrounding Area (see Figure 2)

- Dimensions (approx.)
- 50' x 25' x 30' (LxWxH)
  - Task Description
- Access: Minimize grassland and tree disturbance
  - Work Demolition
- Wood framing
- Metal sheeting
  - Various
- Post-Demolition Site Activities
- Debris removal and disposal
- Wood, metal, debris (including tires, etc.)
  - Removed materials to be taken to an appropriate legal disposal site.
    - Hazardous material disposal
- Notify project manager of any hazardous materials.
  - Post site prep
    - Mulch

1 of 2

Figure 2

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Section X, Item 12.



# **COUNCIL ITEM AGENDA REQUEST FORM**

**Meeting Date:** June 5<sup>th</sup>, 2025 **Agenda Section:** New Business **Department:** Public Works

Staff Contact: Phillip Trocquet

# **Staff Report:**

# **Item Description:**

Consideration to have the Mayor execute a contract for on-call Land Development and Engineering Plan Review services with Keck and Wood, Inc.

# **Background/History:**

With the recent vacancy of the Environmental Specialist position, plan review duties as part of this position will need to be performed. Such plan reviews are a necessary part of the Town's permitting and development process.

# **Findings/Current Activity:**

Given the necessity of these services for departmental functions and efficient services to citizens and developers, allowing an engineering company to perform these functions in the absence/onboarding of the Environmental Specialist position was deemed necessary. This will allow the town time to onboard and train a new Environmental Specialist so they may be certified to do plan reviews. Until such time, Keck and Wood will perform these reviews with a tapering off of their services as the Environmental Specialist begins integrating these reviews into their workflow.

These services will also allow more time dedication to project management and community responsiveness from staff as needed during high workload time periods. Included with this staff report is the scope of services and hourly rate sheets for said services.

# Is this a budgeted item? YES If so, include budget line number: ENGINEERING SERVICES

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

Staff Recommends approval to have Mayor Dial execute a contract for on-call Land Development and Engineering Plan Review services with Keck and Wood, Inc.



May 2, 2025

Phillip Trocquet, AICP, CPM Assistant Town Manager Town of Tyrone 950 Senoia Road Tyrone, GA 30290

Re: Engineering Plan Review Services

Dear Mr. Trocquet:

Keck & Wood ("Consultant") is pleased to submit this proposal to the Town of Tyrone ("Owner") to perform engineering and environmental review of site development plans.

#### TASK A

## A1. LAND DEVELOPMENT PERMIT (LDP) ENGINEERING CIVIL PLAN REVIEW

i. Professional Services will involve Keck + Wood (KW) conducting an engineering review of site development plans associated with the land development process and permitting in the Town of Tyrone. Typical development plans may include site plan, demolition plan, grading plan, erosion control, access management (driveways and local streets), stormwater drainage plans and associated hydrology analysis. These reviews will require that the Town provided checklists be evaluated and plans reviewed according to the Town's checklists and ordinances.

It's our understanding the plans may be of the following types: single or multi-family residential, commercial, institutional or industrial. KW will review the plans to assist the Town in ensuring development or redevelopment will meet the Town's Code of Ordinances, Development Regulations, and the Georgia Stormwater Management Manual (GSMM, latest edition).

ii. Upon receipt of the plan or report submittal or through the Town (such as electronic pdf format), KW will aim to complete the plan review within twenty-one (21) calendar days of receipt of the notification from the Town, but may take up to thirty (30) calendar days for more complex developments. The review will consist of completing the Town provided checklists concurrent with the review. KW may provide additional comments outside the Town checklist if deemed applicable and reasonable to the Land Development Permit. Comments will be made directly in the plan review portal. All transmittals and notifications directly to the applicant shall be done by a Town staff member unless otherwise directed by the Town.

Engineering Plan Review May 2, 2025 Page 2 of 2

#### **EXCLUSIONS OR ASSUMPTIONS:**

Excluded in this scope of work include:

- Review of zoning ordinance criteria such as zoning and land use entitlement, special use permits, building setbacks, parking space requirements, final plats or record drawings, or associated variances and exemptions
- Review of landscape and tree protection plans
- Review of photometric plans
- Review of sanitary lift station design
- Review of major roadway, traffic or intersection design plans.
- Predevelopment meetings or on-site inspections
- Meetings with applicant and/or engineer regarding engineering plan comments

#### FEE SCHEDULE:

Compensation for work performed shall be billed on an hourly basis per the attached Standard Rate Schedule. Once per month during the existence of this contract, the Consultant shall submit an invoice for payment based on the work performed for the project task(s) through the invoice period.

Should the Town wish to engage any services not provided in the scope herein, KW can provide a separate fee or fee estimate based on the attached 2025 Standard Rate Schedule.

If you have any questions or would like additional information, please don't hesitate to call or contact us.

Sincerely,

KECK & WOOD, INC.

ACCEPTED by TOWN OF TYRONE, GA

Jenni R. Olivo

Jenni Olivo, P.E.

Austin

This \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2025

Ву: \_\_\_\_\_

Title:

Greg Sistrunk, P.E. Vice President

Attachments: Terms and Conditions 2025 Standard Rate Schedule

#### TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions, together with KECK & Wood's Proposal, make up the Agreement between Keck & Wood and you, the Client. *Before proposal, be sure you read and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of right KECK & WOOD.* 

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

<u>SCOPE OF SERVICES</u>: 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. Any request or directions from the Client that would require extra work or additional time for performance would result in an increase in KECK & WOOD's costs, including expert witness services and unanticipated meetings, will be the subject of a negotiated amendment or change order. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by the Client in addition to the payment for Basic Services, in accordance with KECK & WOOD's prevailing fee scheduled, or as agreed to by KECK & WOOD and Client.

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

1. STANDARD OF CARE: KECK & WOOD will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under the same conditions in the same or similar locality. KECK & WOOD makes no warranty, expressed or implied, as to its professional services rendered under this Agreement. You will promptly notify KECK & WOOD with reasonable specificity or any deficiencies or suspected deficiencies in the services of which you become aware, so that KECK & WOOD may take measures to minimize the consequences of such a deficiency. Failure to notify KECK & WOOD shall relieve us of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. The Client acknowledges that the services entail risk or personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. The Client also acknowledges that environmental and geotechnical conditions can vary from those encountered at the time and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. KECK & WOOD therefore cannot guarantee specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

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

3. <u>PAYMENT AND CREDIT</u>: Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per 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.

4. <u>OWNERSHIP OF DOCUMENTS:</u> All documents, including original drawings, plats, estimates, field notes, specifications and other data 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 purposes 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.

5. <u>ACCESS:</u> The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

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

7. 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.

 <u>CONSULTANT'S INSURANCE</u>: The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$1,000,000 limit, and professional liability insurance coverage of not less than \$1,000,000 limit.

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

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

11. <u>INDEMNIFICATION</u>: In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless KECK & WOOD, its officers, directors, employees and consultants against all damager, liabilities or costs including reasonable attorneys' fees, arising out of or in any way connect with this Project or the performance by any of the parties above named of the services under this Agreement, failure to act by KECK & WOOD.

12. LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$100,000, or the Consultants total fees for services rendered on this project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client no KECK & WOOD, their respective officers, directors, partners, employees, contracts or consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project of to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and KECK & WOOD shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

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

19. MISCELLANEOUS: This Agreement shall be governed by Georgia law. Any legal action between the Client and KECK & WOOD arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Gwinnett County, Georgia. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to the Client, verbal authorization to commence services constitutes the Clients acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent it is enforceable. Neither party to this Agreement shall transfer, sublet or assign any right under or interest in the Agreement without prior written consent of the other party. Headings in these Terms and Conditions are for convenience only and do not form part of the Agreement. Nothing in this Agreement shall be construed to give any right or benefits to third parties. It is intended by the parties to this Agreement that KECK & WOOD's services in connection with the Project shall not subject KECK & WOOD's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Any notice required under this Agreement shall be in writing; addressed as specified in this Agreement and sent by electronic mail; facsimile; registered, certified express or regular US mail.

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



# 2025 Hourly Rates Sheet

Keck & Wood provides services based on the hourly rate charges for each skill position as follows:

Hourly Rate	Management	Project Management	Engineering	Engineering	Landscape Architecture	Surveying	Surveying	Business   Admin.
\$305	Practice Leader   SVP Senior Manager							
\$285	Market Leader   VP	Project Director						
\$270	Client Services Leader	Senior Project Manager 3	Chief Engineer		Chief Landscape Architect			
\$255	Submarket Leader   AVP	Senior Project Manager 2	Senior Engineer 3		Senior Landscape Architect 3			
\$240	Client Service Manager 2	Senior Project Manager 1	Senior Engineer 2		Senior Landscape Architect 2	3-Man Survey Crew		
\$225	Client Service Manager 1	Project Manager 3	Senior Engineer 1		Senior Landscape Architect 1	Survey Manager 3		
\$210		Project Manager 2	Engineer 3		Landscape Architect 3	Survey Manager 2		
\$195		Project Manager 1	Engineer 2	Traffic Signal Technician 3	Landscape Architect 2	Survey Manager 1		
\$180			Staff Professional 4   Engineer 1	Traffic Signal Technician 2	Landscape Professional 4   Landscape Architect 1			
\$165			Staff Professional 3	Traffic Signal Technician 1	Landscape Professional 3	2-Man Survey Crew		
\$150			Staff Professional 2		Landscape Professional 2	2-Man Mapping Crew		
\$140			Staff Professional 1		Landscape Professional 1			
\$120			CAD Technician 3	Field Technician 3		1-Man Survey Crew	Survey Technician 3	Admin. Staff 3
\$105			CAD Technician 2	Field Technician 2			Survey Technician 2	Admin. Staff 2
\$90			CAD Technician 1	Field Technician 1		1-Man Mapping Crew	Survey Technician 1	Admin. Staff 1
\$85			Intern		Intern	Intern		