



TOWN COUNCIL MEETING - REVISED

September 21, 2023 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

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

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

- [7.](#) Approval of the revised contract from Amusement Masters for the Zip Line during Founders Day including a generator for \$6,700.00.
- [8.](#) Approval of a budgeted \$100,000 transfer to the Town of Tyrone Downtown Development Authority for Economic Development functions.
- [9.](#) Approval of a budgeted \$27,773.24 transfer to the Town of Tyrone Downtown Development Authority for Economic Development functions.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

- [10.](#) Consideration to approve a certificate of appropriateness for a proposed extended stay hotel from applicant Steve Gulas for parcel 0726 051.

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
September 07, 2023 at 7:00 PM**

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Krista McClenny, Recreation Assistant

Patty Newland, Library Supervisor

Sandy Beach, Finance / HR Manager

Anthony Koranda, Officer

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 with the change to remove item number 2 and to pull item number 5 for further discussion.

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

Voting Yea: Council Member Howard, Council Member Furr.

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

1. Approval of Council minutes from August 15, 2023, at 5:00 p.m., August 17th at 6:30 p.m., and August 17th, at 7:00 p.m.
2. Approval of the Action Wrestling Show contract on October 6, 2023 at Shamrock Park.
3. Approval of the Atlanta Stage and Audio contact for Founders Day.
4. Approval of the Bulldog Golf Carts contract for the Founders Day celebration.

5. Approval of the “Jamie Pelfrey Band” contact for the Founders Day celebration.
6. Approval of the contract for Jamie Pelfrey to run sound for all bands for the October 7th Founders Day event. He will run sound for the following: “The Jamie Pelfrey Band”, “The Band Rongo and Friends”, and “The Block Party Band”.
7. Approval of the Ken Scott contract for the Founders Day celebration.

A motion was made to approve the consent agenda.

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

VII. PRESENTATIONS

8. Employee Anniversary Recognitions: Dee Baker (20), Eric DeLoose (20), Scott Langford (5), Galilla Mulugeta (5)

Mr. Perkins shared that he was proud to recognize employees for their work anniversaries. He added that two were at 5 years, and two were at 20 years. He began with Library Assistant Galilla Mulugeta (not in attendance) with her 5 years of service that began on September 11, 2018. Next, Mr. Scott Langford the Town Engineer and Public Works Director was recognized for his 5 years of service. Mr. Perkins joked that Mr. Langford began under the assumption that he would not be dealing with sewer or dam issues. He thanked him and added that he was proud and could not say enough about his service to the Town. He then recognized the Town Clerk, Dee Baker for her 20 years of service. He shared that she began as the Permit Clerk and that her titles and duties have changed throughout the years. As a former Mayor coined, our “Director of First Impressions,” and added that she was our cheerleader. He then presented Lieutenant Eric DeLoose with his 20 years of service plaque. Mr. Perkins shared that showing appreciation for Lt DeLoose was special. Mr. Perkins stated that he (himself) was a young Corporal at the time that Lt DeLoose was hired and they spent at least 6 weeks in a patrol car together for training. He added that it was an honor to see him progress in his career and also for the improvements he had made to the department. Lt. DeLoose had led the traffic unit and accident investigations and also served as Interim Chief for a short time. Mr. Perkins stated that he had served the Town well and was very loyal, he was proud and grateful for his service.

Mayor Dial added that all Town employees were wonderful and that he and Council were very proud.

9. Recognition of Aura Carroll's Community Development internship through the FCBOE Work-Based Learning Program. **Phillip Trocquet**

Mr. Trocquet informed everyone that the Town participated in the Fayette County School Work-Based Learning program. He added that over time there had been several students interning for the Town. He introduced Ms. Aura Carroll from White Water High School and added that she interned for the Town over the summer. He shared that Ms.

Carroll worked on elements for the Town's Comprehensive Plan within the Community Development department.

He added that she did an excellent job utilizing the computer-aided design (CAD) software program. Ms. Carroll thanked Mr. Trocquet and the Town for her recognition and introduced her mother who was an employee of the Fayette County School system.

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

10. Approval of the Bulldog Golf Carts contract for the Founders Day celebration.

Mr. Perkins informed Council that the contract was for the use of golf carts for our Founders Day celebration and that our legal team had made edits to the contract. He believed that Bulldog would accept the edits, however, they had not contacted the Town prior to the meeting.

A motion was made to approve the contract with Bulldog Golf Carts contingent upon the acceptance of the changes made by the legal staff in the amount of 625.00.

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

10 b. Consideration to award the 2024 Laurelwood Road Connector Multi-Use Path professional services (PW-2024-06) to Keck and Wood. Scott Langford - Public Works Director & Town Engineer.

Mr. Langford shared that as part of the recent Fayette County, citizen-approved 2023 SPLOST referendum, one of the Town's projects was the Laurelwood Road multiuse cart path connection. Tonight's item would include professional services for design, bid, and construction administration services and surveying and utility coordination services along with land acquisition documents as necessary. He stated that the Design Services were a lump sum of \$23,700, while the Bid and Construction Administration Services were hourly rates not to exceed \$15,800. The total for the services was a maximum of \$39,500.

Council Member Campbell inquired about land acquisition. Mr. Langford shared that a small amount may be required. The entire connection was only 600 ft. Council Member Campbell asked if there would be a crosswalk. Mr. Langford stated that there would be, along with a flashing beacon. Council Member Furr asked if the path would be placed along the entire paved portion of Laurelwood. Mr. Langford stated that Laurelwood would be a share-the-road portion and the path would only be a small portion at the beginning of the road. Council Member Campbell asked if the path would be in the right-of-way. Mr. Langford stated that it would.

Council Member Howard began a discussion regarding the dirt portion of Laurelwood Road. She asked if it would ever be paved, we need to find out what the residents think. Mr. Langford stated that he told a resident that if they wanted it paved, they could speak during public comments at a Council meeting.

Mr. Perkins shared that to pave that road, it would take additional funding, time, and for all residents on that portion and Council to agree.

A motion was made to authorize Mayor Dial to execute and award the contract with Keck and Wood for a total fee of \$39,500 to perform the professional services on the 2024 Laurelwood Road Connector Multi-Use Path project PW-2024-06.

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

12. Consideration to award the 2024 Tullamore-Greencastle Connector Multi-Use Path professional services (PW-2024-07) to Keck and Wood. Scott Langford, Public Works Director & Town Engineer

Mr. Langford shared that the connection for the cart paths was from Tullamore to Greencastle. He added that as part of the approved 2023 SPLOST projects, the Town was moving forward with the professional services for the 2024 Tullamore-Greencastle Connector Multi-Use Path. The professional services included Design, Bid, and Construction Administration services. As part of the Design process, the services would include surveying and utility coordination services along with land acquisition documents as necessary. The Design Services was a lump sum of \$28,700 while the Bid and Construction Administration Services have hourly rates not to exceed \$15,800. The total for the services was a maximum of \$44,500.

Mr. Langford shared that the path would exit from the Tullamore subdivision and travel down Dogwood Trail a way to give a better line of sight, then connect to Greencastle Road. The crossing would also have a flashing beacon. Mr. Perkins added that citizens from Maple Shade had requested downtown connectivity for years, this would allow them to connect. It would also allow connectivity into Peachtree City. The connection would come from Market Hill, into Maple Shade, then Peachtree City. Council Member Campbell brought to everyone's attention that the crossing would also assist with motorists stopping at Greencastle and Dogwood, there were three schools in that area.

Mr. Langford explained that the connection would essentially connect Brooks Drive to East Crestwood, into downtown. He added that on the next agenda would be the design for the East Crestwood path.

A motion was made to authorize Mayor Dial to execute and award the contract with Keck and Wood for a total fee of \$44,500 to perform the professional services on the 2024 Tullamore-Greencastle Connector Multi-Use Path project PW-2024-07.

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

13. Consideration to award the 2024 Sandy Creek High School Multi-Use Path professional services (PW-2024-08) to Keck and Wood. Scott Langford, Public Works Director & Town Engineer

Mr. Langford stated that the final multiuse cart path connector of the evening was from the Senoia Road/Swanson Road intersection to Senoia Road/Powers Way. The path would then turn onto Powers Way crossing the railroad tracks on the Hobgood property and onto the east side of Sandy Creek High School. As part of the approved 2023 SPLOST projects, the Town was moving forward with professional services for the 2024 Sandy Creek High School Multi-Use Path. The professional services would include Design, Bid, and Construction Administration services. As part of the Design process, the services would also include surveying, utility coordination, school coordination, and railroad coordination services along with land acquisition documents as necessary. The Design Services were a lump sum of \$102,000 while the Bid and Construction Administration Services were hourly rates not to exceed \$43,400. The total for the services was a maximum of \$145,400.

Mr. Langford stated that the path was long. It would begin where Swanson Road met Senoia Road, then to Powers Court, cross the railroad, and end in the Sandy Creek High School parking lot. There would be coordination with multiple property owners for land acquisition. Council Member Campbell inquired about the land acquisition in the Powers Court business park. Mr. Langford stated that the Town owned the right-of-way, however, moving toward the railroad spur crossing, there would be a need for land acquisition, along with the Fayette County School System property.

Mayor Dial asked when could students utilize the path. Mr. Langford explained that it was a large project with a lot of variables. It would take years. He added that SPLOST funding would need to come in regularly, the Town needed to coordinate with CSX Railway, and there was also needed land acquisition. He anticipated an approximate completion date of 2026/2027. He stated that most of the project would depend on the accumulation of SPLOST funding along with the economy.

Council Member Campbell mentioned the possible need for lighting. Mr. Langford stated that the consideration of lighting would be based on available funding, eventually, lighting would be wise. He added that there was not a lot of lighting on the Peachtree City trails. Mr. Perkins stated that it would be up to the parents, the same as handing over the car keys, they need to accept that there would be risks. He added that golf carts had headlights. Certain areas would need to be lit. Mr. Perkins reminded Council that the lighting at the newly constructed Pickleball courts totaled over \$100,000, and lighting was expensive. Council could decide on how they wanted to proceed. Council Member Hill stated that solar lighting could be added at a later date.

A motion was made to authorize Mayor Dial to execute and award the contract with Keck and Wood for a total fee of \$145,000 to perform the professional services on the 2024 Sandy Creek High School Multi-Use Path project PW-2024-08.

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

14. Consideration to award professional design services for the 2024 Adams Lake Dam Improvements project PW-2024-10 and the 2024 Handley Park Dam Improvements project PW-2024-12 to Schnabel Engineering.

Mr. Langford explained that as part of the approved SPLOST 2023 projects, the Town was moving forward with the professional services for the 2024 Adams Lake Dam (Maple Shade subdivision) Improvements project PW-2024-10 and the 2024 Handley Park Dam Improvements project PW-2024-12. The professional services included preliminary engineering evaluation and surveying services. As part of the services, a hydrologic and hydraulic analysis would be conducted. The information would then be used to establish the scope of work required for each dam so that engineering design services could be accurately estimated and procured. The professional services were a lump sum of \$34,500 for Adams Lake Dam and \$18,000 for Handley Park Dam. He added that Shamrock Park Dam's work on another project had already accomplished some of this work; therefore, we would finish the work with that company and not as part of that contract.

Mr. Langford stated that the Adams Lake Dam was a Category II dam which according to the volume of water and height, the potential for loss of life did not exist, unlike the Pendleton Dam which was a Category I dam. He added that the hydrology study would not need to be performed on the Adams Lake dam due to the same engineer who designed and built the dam would be inspecting it. Once the study was performed on both dams, staff would return to Council with more details on needed improvements. Mr. Langford noted that there was also a proposal for the Shamrock Dam with a separate consulting firm.

A motion was made to authorize Mayor Dial to execute and award the preliminary engineering services contract to Schnabel Engineering for the 2024 Adams Lake Dam Project PW-2024-10 and for the 2024 Handley Park Dam Improvements Project PW-2024-12 for a total fee of \$52,500.

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

15. Consideration to approve the Right-of-way plans and authorize Legal Counsel to proceed with Land Acquisition for project PW-2021-13-04 Palmetto/Arrowood/Spencer Roundabout.

Mr. Langford stated that the Roundabout (RAB) was part of the 2017 SPLOST project list. The design was 90% complete and the project was ready to start the land acquisition phase. The total land acquisitions were: ROW = 1.628 acres, Construction & Maintenance = 0.326 acres, Construction of Slopes (temporary) = 0.560 acres, and Driveways (temporary) = 0.074 acres. There were 22 land areas owned by 6 individual property owners. He added that the temporary acquisitions were to allow the maintenance crew easier access throughout the project.

A motion was made to approve the right-of-way plans for PW-2021-13-04 Palmetto/Arrowood/Spencer Roundabout and to authorize Legal Counsel to proceed with land acquisition.

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

16. Consideration to Award Task Order 9: 2024 Asphalt Resurfacing. Project No: PW-2024-01 of the 2021 Transportation Engineering Services project to POND, Inc. Scott Langford - Public Works Director & Town Engineer

Mr. Langford shared that the project would place a top coat on Foxford Run, and resurface Laurelwood Road, Laurel Lake, Ridge Road, and Strawberry Lane. He added that the funding would be taken from the General Fund and the GDOT LMIG Fund. The Town's portion of LMIG would be 30% and the County would pay 70%.

A motion was made to award Task Order 9: 2024 Asphalt Resurfacing Project PW-2024-01 to POND, Inc. for a fee not to exceed \$74,851.75.

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

Council Member Furr reminded Mr. Langford to remove the crosswalk on Laurelwood Road.

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. Trocquet followed up on the concern regarding the accessory structure located at 808 Senoia Road. He stated that it was properly permitted and that they did receive approval from Fayette County Environmental Health. It was permitted as an accessory structure with space for storage and an office.

Mr. Langford gave a shout-out to the public works staff. He shared that they were working very hard on the clearing of the 969 Senoia Road property. He thanked Mr. Perkins for ordering an AMWaste dumpster. He added that the public works crew would also be in charge of the demolition, which would save the Town money. They were waiting for the asbestos report to come back.

XIII. COUNCIL COMMENTS

Council Member Furr thanked the AAbby Group for weed-eating the ditch in her neighborhood, there was a great need for it.

Council Member Howard invited everyone to the Museum on Sunday, from 2:00 p.m. to 4:00 p.m. for a 9/11 Celebration with large trucks, food trucks, and ice cream.

Council Member Campbell gave a shout-out to Ms. Owens, and Ms. McClenny for their participation in all of the DDA's First Friday events. The last one was held last Friday and was a success.

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Furr.

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

The meeting adjourned at 8:00 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL ITEM AGENDA REQUEST FORM

Department: Library

Meeting Date: Sept. 21, 2023

Staff Contact: Patty Newland

Agenda Section: Consent

Staff Report:

Item Description:

Approval of Grant from the Rotary Club

Background/History: The Tyrone Public Library has been awarded a book grant from the Tyrone Rotary Club in the amount of \$1,750.00.

Findings/Current Activity: Patty Newland and Kate Chambers are working with Grant Chairperson Lee Dodds to purchase books for the library collection.

Is this a budgeted item? No . If so, include budget line number: _____

Actions/Options/Recommendations: Staff recommends acceptance/approval for the funds.



COUNCIL ITEM AGENDA REQUEST FORM

Department: RECREATION

Meeting Date: 9/21, 2023

Staff Contact: Lynda Owens

Agenda Section: Consent

Staff Report:

Item Description:

Agreement for Yard Party Events (Kiddie Train)

Background: Rental agreement for Founders Day, October 7, 2023

Current Activity: Pending Town Lawyer approval

Is this a budgeted item?_yes If so, include budget line number: 230-62-52.1350

Actions/Options/Recommendations:

Approval of agreement

Yard Party Events

770-914-7617

www.yardpartyevents.com**Important Information - Please Read Below!**

10/07/2023 12:30pm, 10/07/2023 04:30pm

The Town of Tyrone

Lynda Owens

950 Senoia Rd

other: Tryone, GA 30290

lowens@tyrone.org

/770-487-4694

Order Created by: Pamela Little

Customer Comments: Event 10/27 from 12:30pm to 4:30pm No deposit required. Payment due upon delivery. If check to be mailed, please send to 901 Providence Church Rd, Newnan, GA 30263

Sat, Oct 7 12:30 - 4:30 pm



Trackless Train

\$550.00

x 1 = \$550.00

SubTotal \$550.00

Tax: 0% \$0.00 \$550.00

Total \$550.00

Due \$550.00

[Click here to view contract](#)**TEN TOP TIPS and Reminders: (PLEASE READ BELOW)****1) PAYMENT INFO:**

A deposit of 1/2 may be due at the time of reservation. Balance of the payment is due at the time of YPE Delivery. To help us avoid card processing fees and to keep our prices low, **CASH is the preferred method (no cash app)**. You can also pay with a CREDIT Card (VISA, MC, DISC or AMEX), but the card must be available to be swiped when you get your inflatable. There will be a 3% Card Processing Fee for orders paid by credit card. Due to the inconvenience of returned personal checks, we no longer accept personal checks as a form of payment. We DO accept business, church and school checks. Please note comments for mailing address to mail checks

2) The setup area must be free of rocks, sticks, dirt, mulch and other types of loose debris. Grass is the preferred surface. Gravel, Rocks, Dirt, and Sand surfaces have the potential to permanently damage our inflatables. Please call us if you are unsure.

3) You must provide a separate circuit (20amp circuit or standard home outlet) for each item ordered. Units must have electricity located within 100ft.

4) There is a \$50 cleaning fee for a dirty inflatable. Damage incurred from dogs and other irresponsible damage or theft will incur a cost of repair or replacement charge.

- 5) Outdoor inflatable units MUST be staked into the ground for safety. Grass is the preferred surface. If your event is on asphalt, we will drill and fill to secure your inflatable. For safety reasons, we do NOT use sandbags to secure an inflatable. We use 12" x 1" steel stakes for most inflatables. If your event will be on a surface where stakes are not allowed, please contact us to discuss.
- 6) We will email, text, or phone you the evening before your event with a set up time. We sometimes have to arrive very early to get all of the jumps out on time, but we do not charge for the extra time.
- 7) Please wait until 24hrs before your event to cancel due to bad weather. The weather is more accurate closer to your event. There is no penalty when you cancel due to bad weather. If you decide to get your inflatable, we do not give refunds for any reason including weather. Please see our Weather Policy on our website for more info.
- 8) If you need to cancel for reasons other than weather, please give us a TWO week notice. There is a \$50 - \$100 (per inflatable) cancellation fee if you need to cancel for reasons other than bad weather. Please review our cancellation policy for more info.
- 9) If your event will be at a park. Please tell us. It affects our scheduling. You will need to either provide electricity within 100ft or rent a generator which we can provide at an additional cost.

We want your party to go as smoothly as possible. Please call if you have any questions, 770-914-7617. Thanks!



COUNCIL ITEM AGENDA REQUEST FORM

Department: RECREATION

Meeting Date: 9/21, 2023

Staff Contact: Lynda Owens

Agenda Section: Consent

Staff Report:

Item Description:

Fall Festival that will be open to the public. Includes square dancing.

Background: Contact person: Ian Mount. Organization: Christ Church of South Metro Atlanta.
Event date: October 22. Time: 6:00-9:00 pm.

Current Activity: Pending Council approval

Is this a budgeted item? _n/a **If so, include budget line number:** n/a

Actions/Options/Recommendations:

Approval of event



COUNCIL ITEM AGENDA REQUEST FORM

Department: RECREATION

Meeting Date: 9/21, 2023

Staff Contact: Lynda Owens

Agenda Section: Consent

Staff Report:

Item Description:

Candle light church service that will be open to the public.

Background: Contact person: Ian Mount. Organization: Christ Church of South Metro Atlanta.
Event date: December 24, 2023. Time: 6:00-7:00 pm at Shamrock Park.

Current Activity: Pending Council approval

Is this a budgeted item? _n/a **If so, include budget line number:** n/a

Actions/Options/Recommendations:

Approval of event



COUNCIL ITEM AGENDA REQUEST FORM

Department: RECREATION

Meeting Date: 9/21, 2023

Staff Contact: Lynda Owens

Agenda Section: Consent

Staff Report:

Item Description:

Crossroads Christian School Family Picnic

Background: Annual event. Contact person: Anita Riggan. Time: 8:00 am-1:00 pm. Shamrock Park. Estimated attendees: 100. Date: October 13, 2023.

Current Activity: Pending Council approval

Is this a budgeted item? _n/a **If so, include budget line number:** n/a

Actions/Options/Recommendations:

Approval of event



COUNCIL ITEM AGENDA REQUEST FORM

Department: RECREATION

Meeting Date: 9/21, 2023

Staff Contact: Lynda Owens

Agenda Section: Staff

Staff Report:

Item Description:

Contract for Amusement Masters (Zip Line and generator)

Background: Rental contract for Founders Day, October 7, 2023

Current Activity: Contract returned to Amusement Masters by the Recreation Department. The below revisions were recommended by Town lawyers:

1. reduce the non refundable deposit to 10%
2. Revise weather cancellations to share the burden across Town and Vendor
3. Balance the indemnity clause making the vendor responsible for maintenance of his equipment and installation
4. Update the Signature Block

Is this a budgeted item? _yes If so, include budget line number: 230-62-52.1350

Actions/Options/Recommendations:

Approval of contract

Contract #: 100723TYRONEZIPkssZIP

Contract Date: 8/9/23

Client Name: Town of Tyrone Recreation

Contact Name: Lynda Owens

Cell#:

Phone#: (770) 487-4694

Address: 145 Commerce Drive

City: Tyrone

State : GA

Zip Code: 30290

Event Date: 10/07/2023

Event Time: 12:30pm to 8:30pm

Setup Date & Time: 10/06/23 @ TBD

Strike Time: 10/07/2023 @ 8:00pm

Event Location: Shamrock Park, 947 Senoia Road; Tyrone, Georgia 30290

Event Space: as directed per layout

Onsite Contact Name: Lynda Owens

Onsite Contact Number: (770) 378-5491

Amusement Masters Production, Inc. agrees to provide the following items for your event:

Quantity	Product
1	Generators: Portable
1	Zippin' Zone with no slide with staff
1	Zoltar Fortune Teller

Client is responsible for the following item as agreed upon by the signing of this document:

Minimum order is required or additional travel fees may apply. Pricing is valid for up to 8.5 hours. All equipment is subject to availability at the time the contract is executed. Adequate truck/trailer access is required. Adequate load in/out access for equipment is also required. This includes, but is not limited to: no stairs, double door/gate access, and adequate sized elevator. Client is required to provide security and/or a secure area for equipment from time of set up through strike.

Initials:

Date:

Rental Agreement

This Rental Agreement ("Agreement"), Contract Number 100723TYRONEZIPkssZIP is made by and between Amusement Masters Production, Inc., d.b.a. AMPI (hereinafter referred to as "Lessor") and Town of Tyrone Recreation, (hereafter referred to as "Lessee") on **8/9/2023**. Whereas, Lessor is engaged in the business of leasing interactive games, amusements, novelties and other such related items on a short term basis to customers for use at shows, events, and other exhibitions;

Whereas, Lessee wishes to rent from Lessor such items as interactive games, amusements, novelties and other such related items for use at a show, event or exhibition;

Therefore, it is mutually agreed as follows:

1. **LEASE:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the interactive game equipment and any other personal property of Amusement Masters, more particularly listed on the contract agreement. The Rental of the Equipment shall be in accordance with the terms and conditions of the original Sales Quote. The items of equipment listed on this contract agreement, together with any repairs, replacements, or other substitution of parts, are hereinafter referred to as "Equipment". This Agreement shall constitute a rental Agreement and shall be binding when duly executed by the parties, their successors, legal representatives and permitted assigns. Lessor herein reserves the right to utilize photographs, video recordings, audio or other media documentation of the event for purposes of its own marketing and the client herein expressly authorizes any such activities by the Lessor and/or its partners.
2. **ARTIST/PERFORMER SPECIFIC:** In the event of Artist's/Performer's inability to perform due to physical causes, sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any acts of any public authority or any other causes, similar or dissimilar, beyond Artist's control, there shall be no claim for damages by either party to this contract and Lessor will make best efforts to procure the services of a comparable Artist. No substitution will be made unless one of the above conditions exists, and the Lessee authorizes the substitution. In the event that comparable substitution cannot be made, alternative entertainment will be offered or the act will be rescheduled. Lessee agrees that no portion of Artist's performance shall be recorded, reproduced or transmitted during performance unless specific written approval has been granted.
3. **RENTAL:** The Lessee agrees to pay to the Lessor, or its duly authorized representative, the rental fee of **\$6,700.00** as listed on the invoice dated and referenced with the same contract # as this contract.
4. **RENTAL FEE:** A deposit in the amount of \$670.00 shall be due upon execution of this agreement and the balance of \$6,030.00 shall be due upon setup of event and rental items. All items listed on this agreement shall be paid in full by the event date listed on this contract. All deposits are nonrefundable. All credit cards are subject to a 3.5% non-cash transaction fee. Any discounts given on package prices become null and void if payment terms are not met as agreed upon by Lessee. Should discount become void due to default on payment terms, additional monies due will be paid with balance of any other monies due and payable to Lessor. Should lodging be required by Lessor, Lessee agrees to provide suitable and adequate housing for Lessor's staff. Should for some reason unrelated to Lessor, the Event is cut short or terminated early, no refunds will apply or be issued.

Initials: _____

Date: _____

5. **DELIVERY/SET-UP:** Lessor shall deliver and set-up the Equipment at the place designated by the Lessee (hereinafter referred to as the "Facility"). Lessee is solely responsible to insure that there is adequate access to the Facility. Specifically, Lessee shall insure that the Facility is adequately equipped with the necessary freight elevators, freight doors and dock high accommodations. There will be a special handling charge, in addition to the rental charged, in the event that the Facility's accommodations do not contain the necessary freight elevators, freight doors and/or loading docks. Lessee shall be liable for the full rental and handling charges should the Lessor not be able to make delivery of the Equipment should the Facility not have the required accommodations.
6. **SITE INSPECTION OPTION:** For an additional charge, Lessor shall inspect the facility to determine whether it has adequate accessibility and accommodations, and shall become responsible for the delivery, set-up and dismantling of the Equipment, and shall thereby release Lessee from its duties under Paragraph 4, entitled "DELIVERY/SET-UP".
7. **DUTIES OF LESSEE:** Lessee is responsible for arranging adequate power to operate Equipment and any drayage and/or union labor required at no cost to Lessor. These arrangements must be made directly with the Facility. All Equipment is supplied with standard three-prong grounded cords that extend no further than the base of the Equipment.
8. **RENTAL PERIOD:** Lessee acknowledges and agrees the rental period shall be for the specified time in accordance with the information listed this contract.
9. **REPLACEMENT OF MALFUNCTIONING / DAMAGED EQUIPMENT:** If the Equipment becomes unsafe or is in disrepair as a result of normal use, Lessee agrees to discontinue use and notify Lessor immediately, who will then replace the Equipment with similar Equipment in good working order, if available. Equipment that is damaged due to misuse and / or abuse by Lessee guests, employees, patrons during terms of agreement will be repaired / replaced at Lessee expense based on fair market value.
1. **INDEMNITY:** Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees arising out of, lessee's possession, use, operation or return of the Equipment. Lessor shall indemnify and hold Lessee harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees arising out of, lessor's maintenance of installation of the Equipment.
2. **OWNERSHIP:** The Equipment is and shall at all times be and remain the sole and exclusive property of Lessor and the Lessee shall have no right, title, or interest therein or thereto except as expressly set forth in the Agreement.
3. **MISCELLANEOUS:** The Agreement shall be governed by the laws of the State of Georgia. Time is of the essence of this Agreement. This writing constitutes the entire Agreement between the parties and may not be changed or modified except by a writing signed by each of the parties. This Agreement shall be binding upon and shall insure to the benefits of, and be enforceable by, the respective heirs, transferees, successors, and assigns of the parties hereto. The Lessee shall not assign this Agreement

Initials: _____

Date: _____

without prior written consent of the Lessor. Lessor will add Lessee as additional insured on Lessor's insurance if requested.

4. **WEATHER:** If an event is cancelled due to weather conditions (or potential weather conditions) by Lessor's representative or by the Lessee of the equipment 48 hours prior to delivery time, the date can be rescheduled within 180 days of the original contract date without losing any money. Deposits are non-refundable. If the event is cancelled after Lessor vehicles have left the warehouse, the full amount will be due. Once onsite, should inclement weather occur before set or during event, Lessor's staff will stay on-site for the duration of the contracted hours of the event in anticipation of improved weather conditions, should the event be impossible, the date can be rescheduled within 180 days of the original contract date without losing any money. If weather conditions arise during an event and an Amusement Master's staff person stops operation of interactives out of a concern for safety of attendees or inappropriate equipment operation due to the weather conditions, Lessor will not be penalized monetarily for nonuse of the equipment due to weather and the date can be rescheduled within 180 days of the original contract date without losing any money.
5. **OVERTIME CHARGE:** If event extends past contracted event time due to request by Lessee or circumstances governed by Lessee decision, Lessee will agree to pay minimum overtime charges of **550** per hour or amount determined by Lessor due to event circumstances. Upon agreement of total amount of overpayment by Lessee and Lessor the overtime payment will be paid in full within 10 days of contracted event.
6. **LATE PAYMENT:** Should the Lessee fail to pay the full amount due **within thirty (30) days of the event date**, Lessor reserves the right to apply interest fees at a rate of 18% per annum on the open balance including the amount of any discounts. Should the full amount due remain unpaid in excess of 3 months, the Lessor will commence procedures for which Client shall be responsible for all costs and expenses of the same, including, but not limited to, reasonable attorneys fees.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement under seal as of the date and year first above written.

LESSEE

COMPANY: **Town of Tyrone Recreation**

BY: _____
Eric Dial, Mayor

Attested By: _____
Dee Baker, Town Clerk

LESSOR

AMUSEMENT MASTERS PRODUCTIONS, INC d.b.a. AMPI

BY: Kelly Smink
(digital signature)
Kelly Smink
President

(TOWN SEAL)

Initials: _____

Date: _____



Section VI, Item 7.

Invoice

Amusement Masters
58-2467167
2171 Tucker Industrial Road
Tucker, GA 30084

(770)451-9111
info@amusementmasters.com

Bill To
Town of Tyrone Recreation Tyrone30290GA145 Commerce Drive Tyrone, GA 30290

Date	Invoice No.
8/9/23	0230519
Terms	Due Date
Due on receipt	10/07/2023

Amount Due	Enclosed
\$6,700.00	

Please detach top portion and return with your payment.

		P.O. Number	Sales Rep
		100723TYRONEZIPkssZIP	Kelly Smink
Activity	Quantity	Rate	Amount
Generators: Portable	1	\$150.00	\$150.00
Zippin' Zone with no slide with staff	1	\$5,500.00	\$5,500.00
Zoltar Fortune Teller	1	\$850.00	\$850.00
		Subtotal	\$6,500.00
		Discount	
		Travel	
		Tax	\$0.00
		Delivery	\$200.00
		Total	\$6,700.00

Thank you for your business. As a result of your event, Amusement Masters has fed 100 people for a day. Curious? Check out www.servone.org.



COUNCIL ITEM AGENDA REQUEST FORM

Department: Community Development/DDA

Meeting Date: 09/21/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Background/History:

The Town budgeted \$100,000 from the American Rescue Plan Act funding towards economic development functions. These funds were intended to go to the Downtown Development Authority for their redevelopment operations.

Findings/Current Activity:

The DDA is undergoing redevelopment of the old fire station and have signed an MOU with a private development partner, Collins Woods. Given the stage of their economic development operations, it is time to make the \$100,000 budgeted transfer to the Tyrone Downtown Development Authority.

Is this a budgeted item? __Y__ If so, include budget line number: _____

Actions/Options/Recommendations:

Staff recommends the \$100,000 transfer to the Downtown Development Authority.



COUNCIL ITEM AGENDA REQUEST FORM

Department: Community Development/DDA

Meeting Date: 09/21/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Background/History:

The Town budgeted \$27,773.24 in funding towards economic development functions. These funds were previously allocated to the Fayette County Development Authority (FCDA) which has since become financially independent no longer needing municipal contributions.

Findings/Current Activity:

With the FCDA no longer in need of financial contributions, it was discussed and decided in the formulation of the Town's budget that these funds still be dedicated towards economic development in the form of Tyrone DDA contributions.

Is this a budgeted item? ___Y___ **If so, include budget line number:** _____

Actions/Options/Recommendations:

Staff recommends the \$27,773.24 transfer to the Downtown Development Authority.



COUNCIL ITEM AGENDA REQUEST FORM

Department: Community Development/DDA

Meeting Date: 09/21/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Background/History:

The Town’s ordinances per Sec. 109-84 require that any non-residential development within the SR-74 overlay obtain a Certificate of Appropriateness based on *“how the proposed development relates to the surrounding environment to ensure visual continuity and how the development will of approved, be in compliance with the SR-74 Quality Growth District special requirements.”*

The SR-74 requirements have been included in this package.

The applicant, Mr. Steven Gulas, has submitted conceptual information on a proposed 90-room extended stay hotel for the property with a conceptual site plan and example images of other hotels for architectural reference.

Findings/Current Activity:

Staff believes that consideration should be given to the nature of “Extended Stay” hotels and facilities. The American Planning Association (APA) defines an extended stay hotel as different from a typical hotel in that they contain a *“full kitchen facility for preparing food”* and contain suites intended for extended stay living exceeding one week. The APA also references extended stay hotels as “Apartment Hotels” due to the inclusion of studio apartment amenities, suite design, and the length of stay which assumes a more residential function.

Our ordinance currently doesn't specifically address extended stay hotels. It defines hotels as *“a building offering overnight accommodations to the public,”* which also encompasses motels.

The property lies within the Commercial Corridor character area which encourages commercial development consistent with the Town’s C-1, C-2, CMU, and O-I zoning

classifications to maintain a high standard of architecture, landscaping, and sign controls that also accommodate pedestrian and traffic circulation throughout the developments.

Although extended stay hotels are not considered by our ordinance, hotels are listed as a permitted use in both C-1 and C-2 zoning classifications. This property is zoned C-2.

The submitted conceptual site plan appears to be generally consistent with the Town’s zoning ordinance, but will require a full, in-depth, site plan review by the Town’s Technical Review Committee and Planning Commission. Proximity to the neighborhood and relationship to the surrounding development is a major consideration for this development. The neighborhood does have a large, wooded buffer and the site plan reflects the maintenance of an additional buffer along the rear of the property. Pedestrian connectivity to the Publix Shopping center as well as the existing sidewalk network will be required.

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

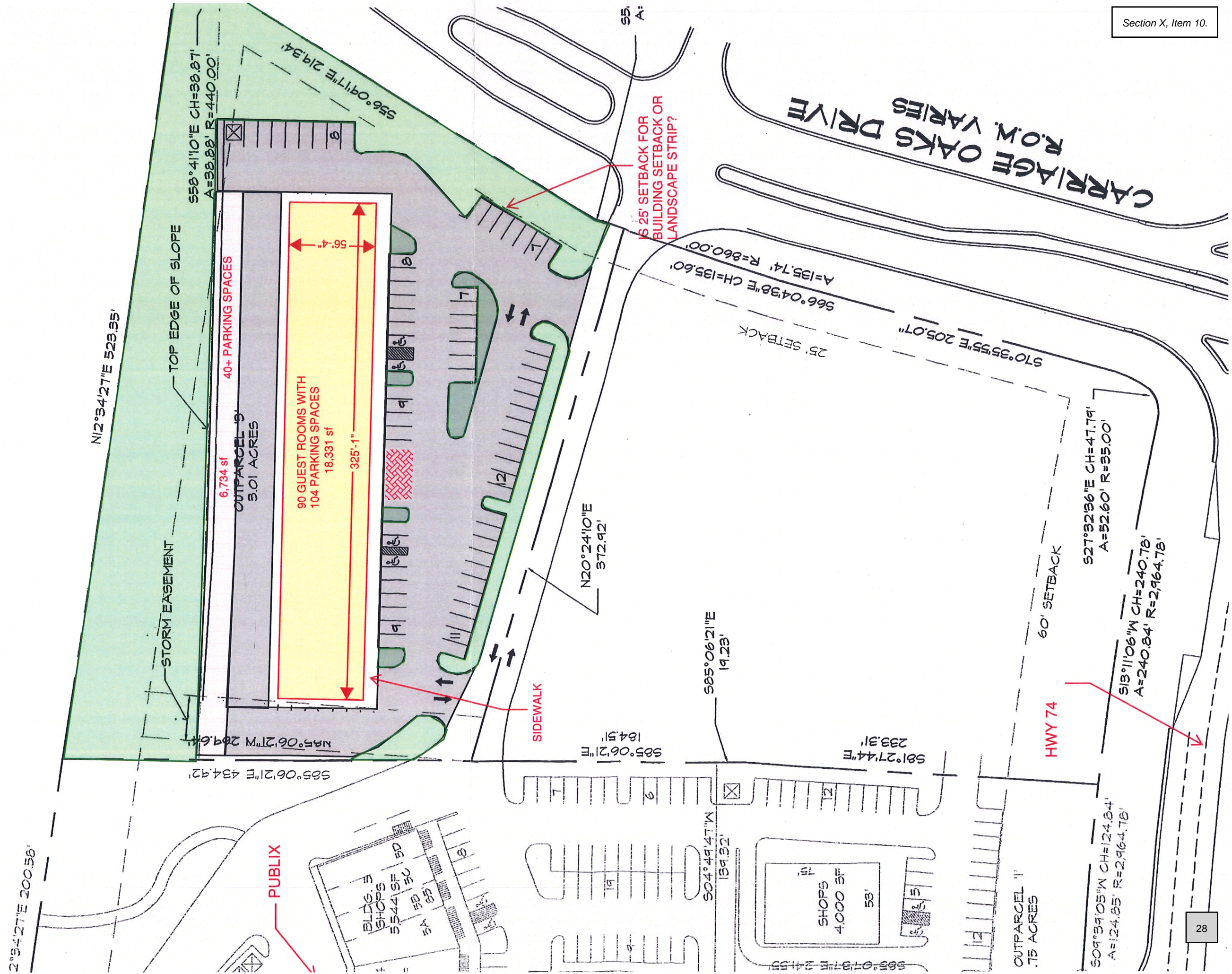
Staff Determination:

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

Consideration of the unique more residential nature of extended stay hotels, as detailed above, should be made.

Staff concludes that a hotel could be appropriate if aligned with the comprehensive plan and zoning ordinance’s intent which does not reference extended stay hotels. Approval, if considered, should be conditioned upon meeting the architectural, size, and height criteria of our ordinance.

**HOTEL (3 STORY)
PUBLIX
SOUTHAMPTON
DRAWN BY GULAS
6-24-23**





Section X, Item 10.

