

#### TOWN COUNCIL MEETING November 03, 2022 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

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

Linda Howard, Post 1 Melissa Hill, Post 2 Billy Campbell, Post 3 Brandon Perkins, Town Manager
Dee Baker, Town Clerk
Dennis Davenport, Town Attorney

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- **IV. PUBLIC COMMENTS:** The first public comment period is reserved for non-agenda items. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.
- V. APPROVAL OF AGENDA
- VI. CONSENT AGENDA: All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.
  - 1. Approval of the October 20, 2022 minutes.
  - 2. Approval of the Pyrotechnico agreement and addendum for the rescheduled fireworks show from October 1, 2022 to November 27, 2022.
  - 3. Approval of the State Certification three year contract between the Georgia Association of Chiefs of Police (GACP) and the Town of Tyrone.

#### VII. PRESENTATIONS

#### VIII. PUBLIC HEARINGS

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

- IX. OLD BUSINESS
- X. NEW BUSINESS
- **XI. PUBLIC COMMENTS:** The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.
- XII. STAFF COMMENTS
- XIII. COUNCIL COMMENTS
- XIV. EXECUTIVE SESSION
- XV. ADJOURNMENT

# TYRONE TOWN COUNCIL MEETING

#### MINUTES October 20, 2022 at 7:00 PM

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

**Linda Howard**, Post 1 **Melissa Hill**, Post 2 **Billy Campbell**, Post 3 **Brandon Perkins**, Town Manager **Dee Baker**, Town Clerk **Dennis Davenport**, Town Attorney

Council Member Hill and Attorney Dennis Davenport were absent.

Also present was:

**Attorney Patrick Stough** 

Fayette County Development Authority Representative, Tracy Young

Downtown Development Authority Member, Ernie Johnson

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

A motion was made to approve the agenda.

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

- VI. CONSENT AGENDA: All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.
  - 1. Approval of the Christ Church of Tyrone Square Dancing event in Shamrock Park on October 23rd from 6:00 PM-8:30 PM. This event will be free and open to the public.
  - 2. Approval of the October 6, 2022 workshop and regular meeting minutes.

3. Approval of a Tree Removal Agreement regarding 125 Lynwood Avenue.

A motion was made to approve the consent agenda.

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

#### VII. PRESENTATIONS

#### VIII. PUBLIC HEARINGS

#### IX. OLD BUSINESS

4. Consideration to approve the Town of Tyrone's 2023 SPLOST Project List. **Phillip Trocquet, Town Planner** 

Mr. Trocquet shared that Council and staff revised the SLOST Project List during the Council public workshop on October 6, 2022. The SPLOST Advisory Committee comments were also taken into account. He added that the manual may be subject to some variations before the final County vote. He directed everyone to page 27 of the manual. He indicated that revisions were made which included that the tiered method would only be used internally by staff. He added that items were added to Leisure Services such as improvements to Veterans Park and the Museum. He also added that there were pages to coincide with the items that gave more information. He stated that the categories also lined up with the projects.

A motion was made to approve the Town of Tyrone's 2023 SPLOST Project List as written.

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

Mayor Dial shared that there would be a SPLOST meeting held at the County Board of Commissioners Chambers on October 27th at 4:00 pm, with all County Mayors, however, everyone was invited to attend. Also, on November 3rd there would be a staff-level SPLOST meeting at 7:45 am, which would be held at the Fayette County Chamber of Commerce. Mr. Perkins added that the purpose of the meeting at the Chamber of Commerce was to get the Chamber's backing because they were instrumental in collecting community buy-in.

#### X. NEW BUSINESS

 Consideration to approve a transfer of ownership of parcel number 0738107 from the Town of Tyrone to the Downtown Development Authority of Tyrone. Brandon Perkins, Town Manager Mr. Perkins stated that the Town Council voted to make an offer to purchase the property located at 935 Senoia Road, formerly Fayette County Fire Station 3 (parcel # 0738107), from Fayette County for \$5,000 on September 20, 2018.

The offer was subsequently accepted by the County and the Town took ownership on January 11, 2019. Since then, there had been much discussion among staff, elected officials, citizens, and others about how the property should be used.

He stated that the overwhelming consensus had been that the property should be revitalized and transformed into something that attracts more people to our downtown. The property was also identified in the recent Town's Livable Centers Initiative (LCI) study as a catalyst site for economic development.

He added that in order to best utilize the property as such, staff believed ownership should be transferred to the Downtown Development Authority (DDA) so that it could apply all of the economic resources at its disposal to ensure a successful outcome.

He stated that if accepted by the DDA, the DDA would then approve it at their November 14<sup>th</sup> meeting. They would then come up with a plan to best utilize the building to further downtown economic development. Mayor Dial shared his excitement and hoped for something good to spur movement forward downtown.

A motion was made to approve the transfer of ownership of parcel number 0738107 from the Town of Tyrone to the Downtown Development Authority of Tyrone.

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

6. Consideration to approve the Tyler Technologies Software as a Service Agreement. **Sandy Beach, Finance Manager** 

Ms. Beach stated that currently, the Town hosted its Tyler Technologies financial software (ERP Pro, which used to be called Incode) on the Town's server. She recommended consent to the agreement with Software as a Service in order to use the software in the Cloud instead. This would assist individuals working from home if needed. She shared that the document had gone through legal review with one comment. She stated that the agreement mentioned that Tyler Technologies was limiting its liability to the cost of the contract. She added that legal stated that the language was common. The amount would be the annual fee for the software. Mr. Stough added that an additional comment came from page 10 of the document. The comment was regarding dispute resolution. A provision required the Town to go through mediation for any dispute resolution. Mr. Davenport objected to that statement and Mr. Stough added that their legal team usually was not involved with mediation and advised against that language in the contract. Ms. Beach added that Mr. Davenport clarified that if the Town did go through mediation, it would not be in Texas (Tyler Technologies location) it would be in Fayette County.

Council Member Campbell asked if the annual fee was \$16,908. Ms. Beach stated that it was the annual fee plus \$10,000 more for the Cloud. She added that servers need to be replaced often and were costly. Mayor Dial stated that the Cloud was more secure.

Mr. Perkins added that the Cloud-based system would allow for better efficiency with staff. It would allow more integration for purchase orders which would cut down on phone calls and emails.

She stated that the cost would be \$16,908 which would result in approximately \$10,000 extra which was budgeted for within the current budget.

A motion was made to approve the Tyler Technologies Software as a Service agreement in the amount of \$16,908 per year.

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

**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 thanked Mr. Trocquet, Ms. Beach, and Mr. Langford for their hard work and effort toward the SPLOST and the Advisory Committee. He shared that Mr. Trocquet created a very attractive SPLOST manual. He looked forward to its approval.

Mr. Perkins shared that the demo was completed for the Shamrock Park playground. We expect delivery of the equipment by month's end. He added that a chain link fence would be erected for safety and security until the completion of the project. He thanked Public Works for all of their help with the demo, and added that this was their busy time of year.

Mr. Perkins announced the Veterans Day Program at Veterans Park on November 11<sup>th</sup> at 11:00 am. He stated that Sandy Creek's JROTC and Chorus were a part of the festivities each year. The Fayette Daybreak Rotary would also be handing out refreshments. He stated that the old sound system was aging and did not work very well so another system had been ordered and also had two speakers.

Mr. Perkins stated that he was very aware that the clock on the clock tower at Town Hall had been unable to keep up with time. The parts had been ordered and would be repaired by Public Works once we could obtain a scissor lift.

#### XIII. COUNCIL COMMENTS

Mayor Dial recognized Mr. Tracy Young from the Fayette County Development Authority and Mr. Ernie Johnson for his work with the Tyrone DDA.

Council Member Howard announced that the Tyrone Museum would be open on Veterans Day in observance. The hours would be from 11:30 am to 1:00 pm.

Mayor Dial shared that the Welcome to Fayette Magazine was out and Tyrone had two headline pieces. One piece was on the history of Tyrone, the other covered the Museum, both were highly flattering and accurate. He thanked Council Member Howard for her contribution.

Mayor Dial thanked those that worked on the Christmas decorations for the lighting of the Christmas Tree ceremony and the decorations for downtown.

He asked for everyone to purchase a tree from the Recreation Department for their business, family, or organization. Council Member Campbell asked if the trees were only for businesses. Mayor Dial clarified that anyone could purchase a tree and decorate it for Shamrock Park. Council Member Campbell stated that it would be nice if all neighborhoods were represented. Mayor Dial added that the Lighting of the Christmas Tree event would be on November 27th at Shamrock Park.

Mayor Dial thanked everyone for coming out to the Strongman Competition and the Action Wrestling event last Friday night, there was a good turnout.

#### XIV. EXECUTIVE SESSION

A motion was made to approve the Executive Session minutes from October 6, 2022.

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

#### XV. ADJOURNMENT

A	motion	was	made	to	ad	jour	n.
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Motion made by Council Member Campbell.

Voting Yea: Council Member Howard, Council Member Furr.

The meeting adjourned at 7:25 pm.

Ву:		Attest:	
-	Eric Dial. Mavor	Dee Baker, Town Clerk	





# COUNCIL ITEM AGENDA REQUEST FORM

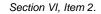
#### **COUNCIL MEETING DATE**

November 3rd, 2022

#### **STAFF CONTACT**

Rebecca Brock

Staff Report:
Item Description: The rescheduled contract for Pyrotechnico Fireworks.
Background/History:
These are the fireworks that were scheduled for Founder's Day but have been moved to November 27th.
Findings/Current Activity:
Staff Reccomends approval of this contract.
Y N
Is this a budgeted item?  If so, include budget line number:
Actions/Options/Recommendations:
Staff Reccomends approval of this contract.







#### **ADDENDUM TO AGREEMENT**

This Addendum modifies the Agreement between the Parties dated September 2, 2022

The Parties agree and intend that these modifications shall be valid as if they were part of the Agreement named above, and that

"Date of Show" October 1, 2022 has been moved to "Date of Show" November 27, 2022 | The received "Pre-Show Advance" of \$10,000.00 has been applied to November 27, 2022 | The remaining balance of \$3,070.00 shall be due Net 10 from the "Date of Show" | The \$300.00 "Postponement Fee" shall be due Net 10 from Invoice Date

#### Please Complete the Below:

AP Contact Name:	AP Email:	
Rain Date:	Display Start Time:	
Day-of-Show Contact Name:		
Day-of-Show Mobile Phone Number:	Day-Show-Email:	
Display Location and Physical Address:		
Additionally Insured (if applicable):		
Pyrotecnico Fireworks, Inc.:	Town of Tyrone, GA:	
By (sign):Rym Om Hemid	By (sign):	
Name: <u>Lynn Ann Hamed</u>	Name:	
Title: Corporate Secretary	Title:	
Date: Sentember 29, 2022	Date:	



#### **COUNCIL AGENDA ITEM COVER SHEET**

Meeting Type: Council - Regular Meeting Date: November 3, 2022 Agenda Item Type: Consent Agenda Staff Contact: Chief Randy Mundy

#### STAFF REPORT

#### **AGENDA ITEM:**

Renewal of the State Certification agreement between the Town and the GACP

#### **BACKGROUND:**

The Georgia Association of Chiefs of Police requires that the State Certification contract between the Town and GACP be renewed every three years. It is time to update that contract.

#### **FUNDING:**

Click or tap here to enter text.

#### STAFF RECOMMENDATION:

Staff recommends that the Council approve the renewal of the contract between the Town and the GACP for another three years.

#### **ATTACHMENTS:**

**GACP Contract** 

#### **PREVIOUS DISCUSSIONS:**

Click or tap here to enter text.

# AGENCY APPLICATION & PARTICIPATION AGREEMENT



The Agency Application and Participation Agreement (hereinafter the "Agreement") is entered into between the:

#### Tyrone Police Department

(hereinafter referred to as the "Agency") and the Georgia Association of Chiefs of Police (hereinafter referred to as the "Association").

#### I. APPLICATION

The Tyrone Police Department ("Agency") hereby applies to participate in the Georgia Law Enforcement Certification Program (GLECP) and affirms that it is committed to earning certification in accordance with the requirements set forth by the Association. The Agency and the Association agree to the provisions and terms set forth in this Agency Application and Participation Agreement, and to be bound by them in the execution of the Agreement.

#### A. AGENCY

Name of Law Enforcement Agency:		
Tyrone Police Department		
Address:		
950 Senoia Road		
Tyrone, Georgia 30290		
Telephone: (770) 487-4732	Cell:	
County: Fayette		
Number of Authorized Full-time Swo	orn Personnel: 17	<del></del>
Number of Authorized Full-time Civi	ilian Personnel: 0	
Number of Authorized Part-time Sw	orn Personnel: 0	
Number of Authorized Part-time Civ	vilian Personnel: 0	

Service Area P	opulation:	Square Miles	23
	Executive Officer: Chief R		
Certification C	Officer Ca	yla Banks	<u></u>
	770) 487-4732		
cbank E-mail:	s@tyrone.org		
All correspond	lence should be sent to the	agency at: (if di	fferent from above):

#### **B. ASSOCIATION**

The official address of the Association for all matters relating to the Certification Program is:

Chuck Groover
State Certification Coordinator
Georgia Association of Chiefs of Police
3500 Duluth Park Lane
Suite 700
Duluth, Georgia 30096
Telephone: 770-495-9650

E-mail: groover@gachiefs.com

#### II. PARTICIPATION AGREEMENT

The Agency and Association agree as follows:

#### A. PURPOSE AND LIMITATIONS OF THIS AGREEMENT

- 1. The purpose of this Agreement is to establish the terms of the relationship between the Agency and the Association and to establish their mutual responsibilities in the certification process.
- It is understood that the Agency is not legally bound to participate in the Certification Program and that any responsibilities or expenses incurred by the Agency pursuant to this Agreement have been assumed voluntarily.
- 3. It is further understood that the Agency participation in the Certification Program is contingent upon the continued approval of the chief executive officer of the Agency and the governing body.

#### **B. AGENCY RESPONSIBILITIES**

The Agency agrees to:

- Provide all information requested by the Association in good faith and to the
  best of the Agency's knowledge and honest judgment. Such information
  should include documents, files, records, and other data required by the
  Association insofar as they may be provided in accordance with the laws and
  regulations of the State of Georgia and of the municipality/county of which
  the agency is a part.
- Cooperate fully with the Association assessors during the on-site verification
  of the Agency's compliance with program standards. The agency further
  agrees to provide all necessary files, records, and facilities requested by the
  assessors.
- 3. Pay the Association a non-refundable application fee based on the size of the agency.
  - Less than 25 full-time, sworn officers \$375
  - 25-99 full-time, sworn officers \$445
  - o 100-199 full-time, sworn officers \$515
  - 200+ full-time, sworn officers \$600

The application expires three (3) years from the date of execution. The application fee is waived upon agency recertification. Application fee payable by check should accompany the application agreement. Application fee payable by credit card may be handled by email to have an invoice created.

- 4. Pay for the costs of assessors' travel, including gas, lodging, and parking, and seventy-five dollar (\$75) per diem per day for the Team Leader and fifty dollar (\$50) per diem per day for the assessor to cover meals and incidentals during the on-site evaluation. The per diem should be available to the assessment team upon their arrival at the agency.
- 5. If an agency is awarded a conditional certification by the Joint Review Committee (JRC) and a re-visit is necessary to ensure compliance with any standard(s) found not in compliance during the initial on-site, the agency shall be responsible for a fifty dollar (\$50) per diem fee for the assessor conducting the re-visit.
- Once certified, pay the Association an annual fee based on agency size during the entire certification period. The agency will be invoiced in January

- with a due date of sixty (60) days from the date of the invoice. (See "F. PENALTIES")
- 7. Agency will provide a minimum of one State Certified Assessor. If the agency has less than twenty (20) authorized personnel, this requirement is not applicable.
- 8. In order to maintain the integrity of the GLECP, the Association retains the right to conduct a follow-up inspection of an agency's certification files at any time during the 36-month contract period (48 months for CALEA Agencies) after the agency is awarded certification. This inspection shall be done by the Coordinator of the GLECP, or his/her designee. The purpose of this inspection is to ensure that the certified agency is maintaining certification files on a timely and consistent basis. This inspection in no way constitutes any type of mock assessment nor is the agency responsible for any expenses. If, in the opinion of the person conducting the inspection, the files are found to be inadequate or insufficient, a letter to the CEO will be sent from the Association to inform the CEO of potential problems with the certification files. The purpose of this inspection is to help agencies with difficult standards and to maintain a level of performance and transparency needed to retain future certification.

#### C. ASSOCIATION RESPONSIBILITIES

The Association agrees to:

- 1. Provide all publications, documents, forms, instructions, and assistance as necessary for the Agency to participate in the certification process.
- Provide trained assessors to the Agency for the purposes of conducting an on-site assessment of Agency compliance with relevant standards.
- 3. Review and evaluate all information and findings obtained from the assessment and advise the Agency of the results thereof.
- 4. Provide formal certification and other necessary materials to the Agency in recognition of the certification status.
- 5. If certification is not granted, advise the Agency of the reason for denial and the necessary steps to gain certification.
- 6. Send the Agency an invoice for the annual fee once the Agency is certified.

#### D. LENGTH OF CERTIFICATION

Certification shall be for a period of 36 months. Agencies wishing to be re-certified at the end of this term will be expected to follow a procedure similar to the initial certification process and to comply with all guidelines then in effect. Agencies that are accredited by CALEA and under a four-year cycle may opt to move to a four-year cycle in certification.

#### E. MAINTENANCE OF AGENCY CERTIFICATION STATUS

- Upon Certification by the Association, the Agency shall maintain compliance with all certification standards.
- The Agency agrees to submit an annual report attesting to its continued compliance with all applicable standards. The Agency will notify the Association in the event that it cannot maintain compliance with any of the required standard(s).

#### F. PENALTIES

- 1. Certified Agencies that fail to pay the annual fee within sixty (60) days of the invoice date will be invoiced an additional penalty fee of twenty-five dollars (\$25.00). If the annual fee has not been paid within ninety (90) days of the invoice date, the Agency's Certification may be suspended by the Joint Review Committee.
- 2. An agency is prohibited from representing themselves as a state certified agency if they are no longer certified. If an agency loses their certification or voluntarily withdraws from the process, they have thirty (30) days to remove any certification decals from their patrol vehicles, remove the certification pins from their uniforms, and remove the certification logo from their website or stationery that identifies them as a state certified agency.

#### G. MISCELLANEOUS

- 1. This agreement shall take effect upon execution by authorized representatives of the Agency and the Association.
- The Agency retains the right to terminate this Agreement for any reason by submitting written notice to the Association that the Agency intends to withdraw from the certification process. In this event, all fees and costs paid

- to the Association by the Agency during and in connection with the certification process are nonrefundable.
- 3. The Association retains the right to terminate this Agreement if it determines that the Agency is not acting in good faith to honor the terms of the Agreement. The Association will submit written notice to the Agency's Chief Executive Officer if it chooses to exercise this privilege.
- 4. This document contains the full agreement of both parties. The parties to this Agreement acknowledge that there are no provisions, terms, or obligations other than those set forth herein.
- The Georgia Association of Chiefs of Police or its designee will act on behalf of and in the name of the Association in all matters pursuant to this Agreement.
- All disputes relative to this Agreement or any other matters pertaining to certification will be resolved by the Association following a hearing in which Agency representatives may participate.

7.	Unless otherwise terminated by the Association or the Agency, this
	Agreement shall terminate on the day of
	. (To be completed by the Association).

#### III. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year appearing opposite the respective signatures.

Georgia Association of Chiefs of Police:		
Signature / State Certification Coordinator	Date	
Agency Chief Executive Officer:		
Signature / Title	Date	
Governmental Body Chief Executive Officer:		
Signature / Title	Date	



### PLANNING DATE

10/13/2022

COUNCIL DATE 11/03/2022

# P&Z STAFF REP (Section VIII, Item 4.

PREPARED BY:

Phillip Trocquet, Asst. Town Manager | Community Development ptrocquetetyrone.org | (770) 881-8322

#### DOCKET/APPLICATION #

#### **APPLICANT**

ADDRESS/PARCEL #

RZ-2022-006, RZ-2022-07, RZ-2022-08

74 South, LLC - Randy Wright

072604009, 072604012, 072604013

#### **SUMMARY & HISTORY**

Applicant Randy Wright. has submitted a petition on behalf of the owner, 74 South, LLC. for a rezoning petition for parcels 072604009, 072604012, 072604013 at property address 1400 Senoia Road.

The applicant's expressed intent is to rezone this property from O-I to C-2 (Highway Commercial) to match the zoning adjacent to the properties under consideration. The proposed development is for a highway commercial flex office/warehouse business park consisting of three 30,000 s.f. structures.

#### PLANNING COMMISSION RECOMMENDATION

Planning Commission recommended that the rezoning petition be approved conditioned upon the replat of the existing properties into a conforming configuration within 90 days of the council hearing if approved.

#### STAFF DETERMINATION

Since the Planning Commission hearing, these properties have been consolidated into a single tract. Staff determines this rezoning request to be compatible with the Town's zoning ordinance and comprehensive plan.



EXISTING ZONING	PROPOSED ZONING	EXISTING LAND USE	SURROUNDING ZONING	PROPERTY ACREAGE
O-l Office-Institutional	C-2 Highway Commercial	Vacant Office- Institutional	North: C-1 South: C-1 & C-2 East: C-2 West: M-2	072604009 - 2.57 Acres 072604012 - ~0.29 Acres 072604013 -~0.26 Acres

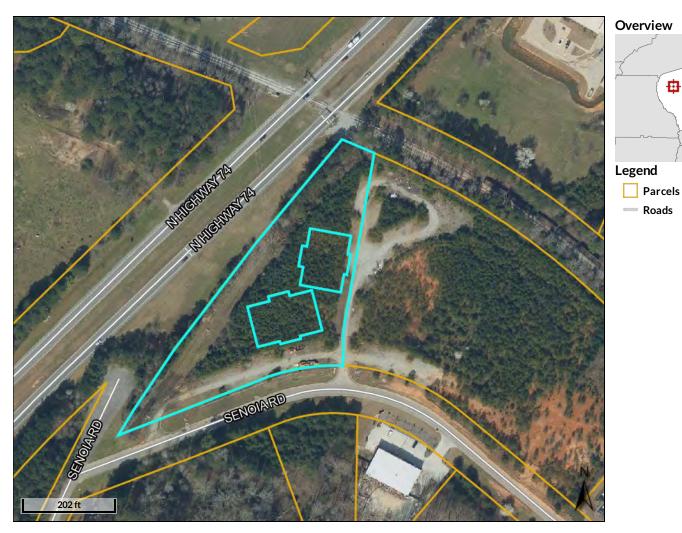
#### COMPREHENSIVE PLAN & FUTURE DEVELOPMENT MAP COMPATABILITY

This petition is consistent with the Town's Comprehensive Plan and Future Development strategy. This property falls within the Commercial Corridor Character area which permits C-2 zoning and encourages high architectural and landscaping standards. Commercial areas should be screened from the right-of-way and pedestrian connectivity should be accommodated throughout the site and in accord with future path plans. This property lies within the SR-74 Quality Growth Overlay district which requires higher architectural and landscaping provisions for any portion of the site fronting or visible from SR-74.

#### ZONING ORDINANCE COMPATABILITY & IMPACT ASSESSMENT

- 1. Will Zoning permit suitable uses with surrounding properties? The proposed development plan suggests appropriate uses for SR-74 and the Community Gateway Character area and surrounding properties if appropriately screened, buffered, and constructed to the architectural guidelines listed in the ordinance.
- 2. Will Zoning adversely affect adjacent properties? The proposed zoning is consistent with the zoning of surrounding properties; it is staff's determination that this zoning will not adversely affect adjacent properties.
- 3. Does the property have reasonable economic use as currently zoned? It is staff's determination that the property does have reasonable economic use as currently zoned.
- 4. Would the proposed zoning result in a use which will or could be excessively burdensome on existing infrastructure? Given the traffic capacity of Senoia Road, it is staff's opinion that if adequate vehicular circulation is provided on-site, that it would not be excessively burdensome on road infrastructure. The business park at the end of Senoia Road was designed for a buildout of all properties; the development of these parcels at C-2 zoning would be consistent with that buildout. The proposed development does not suggest a sewer usage that would be burdensome on the Town's existing sewer or water capacity. Stormwater facilities are already provided for this business park. Hydrological information confirming that preexisting facilities can handle the capacity of this development will be required.

## **QPublic.net** Fayette County, GA



C3

2.57

Parcel ID 072604009 Alternate ID n/a 42-08-Sec/Twp/Rng Class Property Address 1400 SENOIA RD Acreage

Owner Address POWERS COURT MEDICL PARK

214 NEWPORT DRIVE PEACHTREE CITY, GA 30269

District 03

TRACT B POWERS COURT POWERS COURT **Brief Tax Description** 

(Note: Not to be used on legal documents)

Date created: 10/7/2022 Last Data Uploaded: 10/7/2022 6:14:11 AM



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Parcels Roads

# **QPublic.net** Fayette County, GA



C3

n/a

Parcel ID 072604012 45-67-Sec/Twp/Rng Property Address SENOIA RD District

**Brief Tax Description** LOT 16 PHASE 1 BLDG A POWERS COURT

(Note: Not to be used on legal documents)

Class

Acreage

Date created: 10/7/2022 Last Data Uploaded: 10/7/2022 6:14:11 AM

Developed by Schneider

Owner Address IRVIN CHRISTOPHER 201 EDGEWATER WAY PEACHTREE CITY, GA 30269

Roads

## **QPublic.net** Fayette County, GA



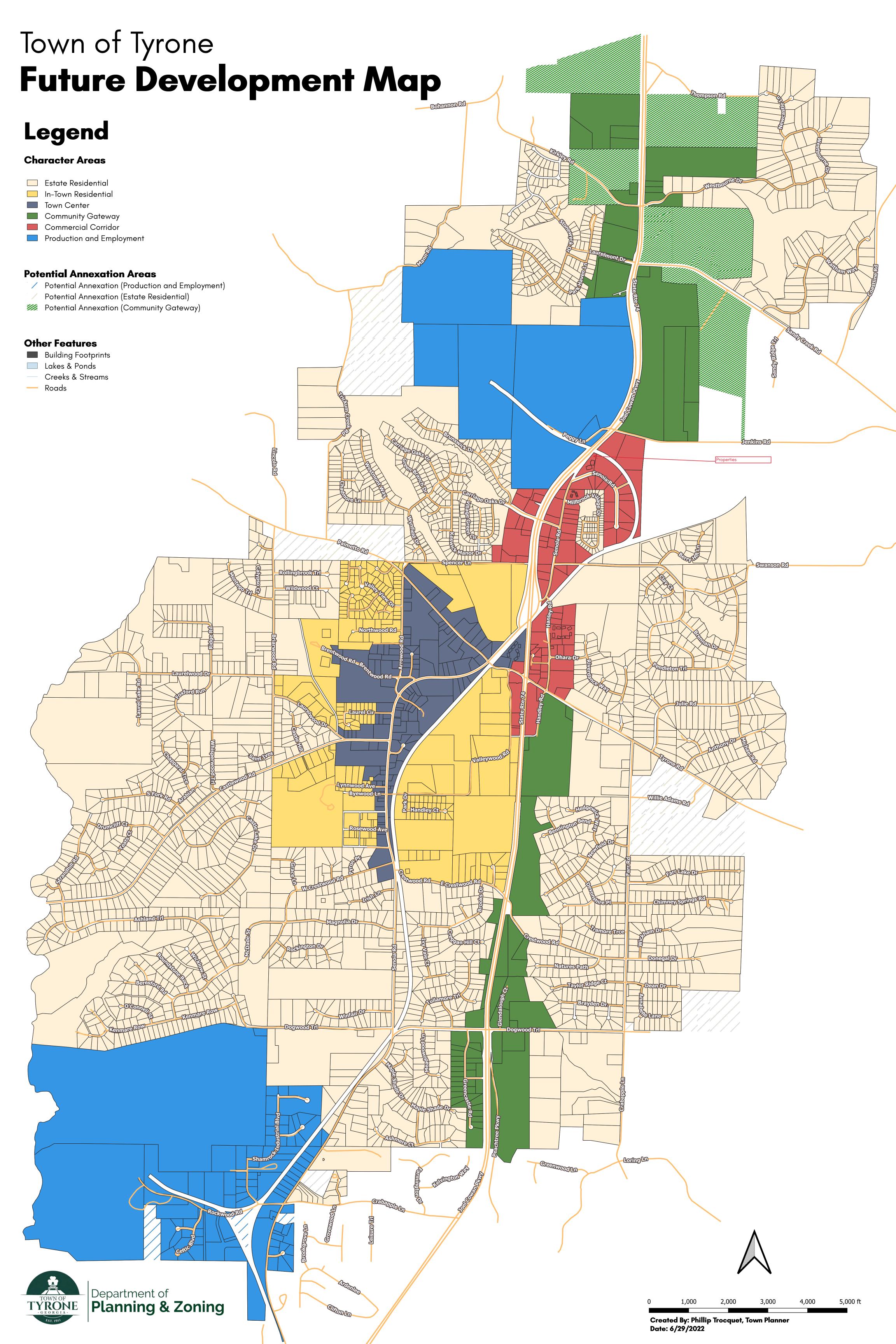
Owner Address POWERS COURT MEDICAL PARK Parcel ID 072604013 Alternate ID n/a 45-67-Sec/Twp/Rng Class C3 214 NEWPORT DRIVE Property Address SENOIA RD Acreage PEACHTREE CITY, GA 30269

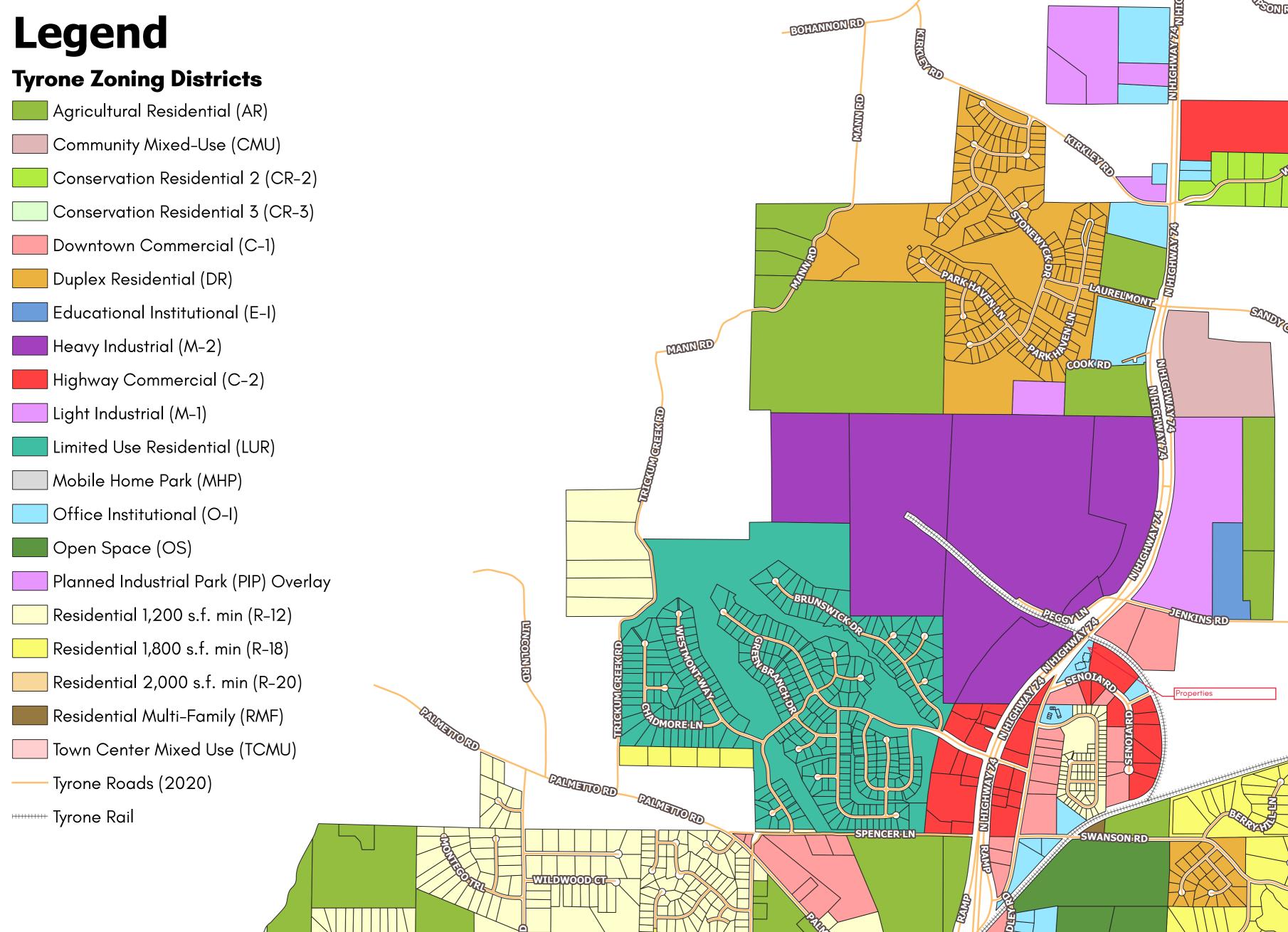
District

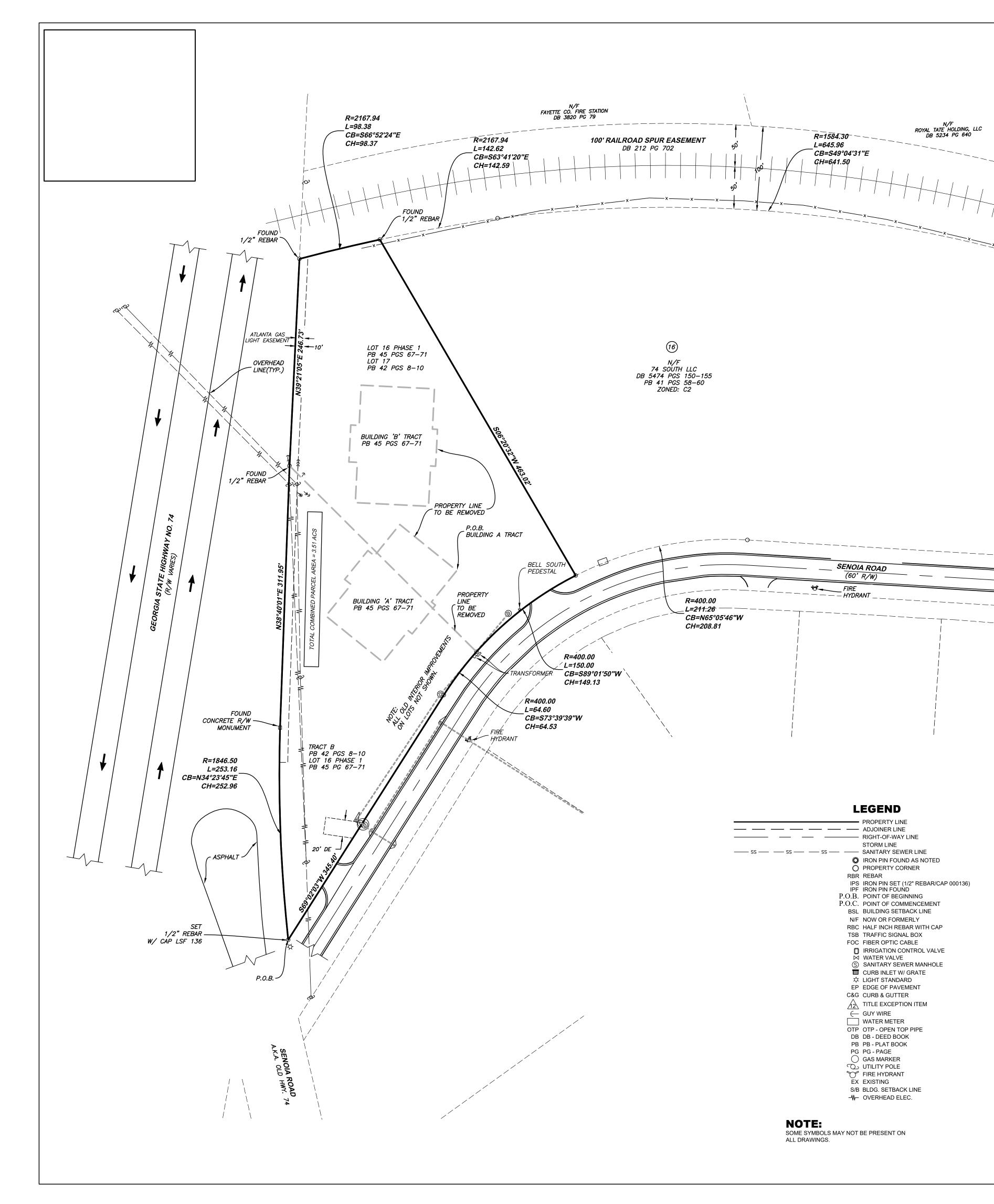
PHASE I LOT 16 BLDG B POWERS COURT **Brief Tax Description** (Note: Not to be used on legal documents)

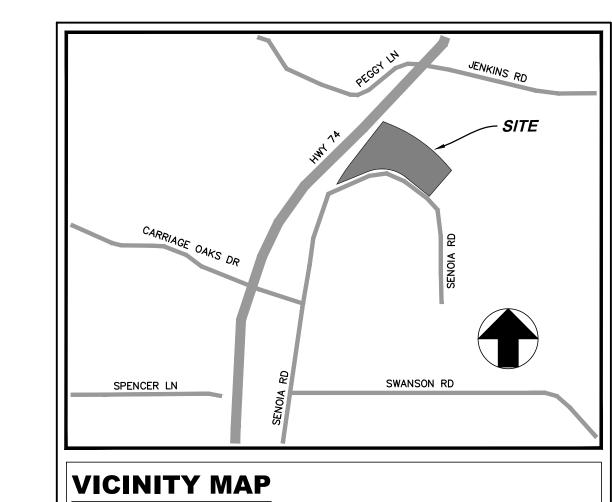
Date created: 10/7/2022 Last Data Uploaded: 10/7/2022 6:14:11 AM











### PROPERTY OWNER/ADDRESS

OWNER: 74 SOUTH LLC.

OWNER ADDRESS: 350 ALLISON DR. NE
ATLANTA, GA 30342
PROPERTY ADDRESS: 1400 SENOIA ROAD

TYROHE, GA

EXISTING ZONING: OI

### **SURVEY NOTES**

N/F TOWN OF TYRONE DB 3226 PG 128 PB 42 PGS 8-10

FOUND 1/2" REBAR

FOUND 1/2" REBAR

**NOTES** 

SAID PERSON.

UNLESS NOTED OTHERWISE.

1. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE

2. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND

3. INFORMATION REGARDING THE REPUTED PRESENCE, SIZE,

PERSON, PERSONS, OR ENTITY NAMED IN THE TITLE BLOCK.

SAID USE DOES NOT EXTEND TO ANY UNNAMED PERSON

WITHOUT EXPRESS PERMISSION BY THE SURVEYOR NAMING

DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER),

CHARACTER AND LOCATION OF EXISTING UNDERGROUND

UTILITIES AND STRUCTURE IS SHOWN HEREON. THERE IS NO

CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT

SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS

DRAWING. THE LOCATION AND ARRANGEMENT OF

UNDERGROUND UTILITIES AND STRUCTURES SHOWN

HEREON MAY BE INACCURATE AND UTILITIES AND

STRUCTURE NOT SHOWN MAY BE ENCOUNTERED. THE

SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY DOES NOT LIE

WITHIN A 100 YEAR FLOOD HAZARD ZONE BY THE F.E.M.A

FLOOD INSURANCE RATE MAP OF COWETA COUNTY, GEORGIA

AND INCORPORATED AREAS MAP NUMBER 13113C0077E

072604009, 072604012, AND 072604013, INTO A SINGLE

PANEL 231, MAP REVISED SEPTEMBER 26, 2008.

OR SUFFICIENCY OF THIS INFORMATION.

4. THIS PLAT IS TO COMBINE TAX PARCELS;

**FLOOD NOTE** 

N/F 74 NORTH LLC

LOT 15 PB 41 PG 58

- FIELD WORK PERFORMED: 12/06/21 DATE OF PLAT PREPARATION: 12/10/21, EQUIPMENT UTILIZED: LEICA TS12 P
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 123,145 FEET, AND AN ANGULAR ERROR OF 5" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES.
- 3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO EXCEED ONE FOOT IN 100,000 FEET.

4. RECORD TITLE:

DB 5541 PGS 563-566

DB 5474 PGS 150-155

PB 42 PGS 8-10

PB 45

### FINAL PLAT APPROVAL

PGS 67-71

THE TOWN OF TYRONE DOES NOT ACCEPT THE OWNERSHIP, MAINTENANCE OR RESPONSIBILITY FOR ANY DRAINAGE EASEMENT OR OVERALL DRAINAGE PLAN, OR THE LACK OF ONE, INDICATED BY THIS PLAT.

TOWN ENGINEER	DATE
MAYOR	DATE
MAYOR	DATE
(OWNER)	DATE
TOWN CLERK	DATE

### **SURVEYOR CERTIFICATION**

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intend use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67. INTEGRATED SCIENCE & ENGINEERING LSF000136, EXP. 6/30/2024





## FINAL SURVEYORS CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACUTAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN: THIS PLAT CONFORMS TO ALL REQUIREMENTS OF GOERGIA PLAT ACT.

LARRY J SEABOLT, PLS GA 2135 DATE
INTEGRATED SCIENCE & ENGINEERING LSF000136 (EXP. 06/30/2024)

Date:

Pown by: Check by: 8/31/22 RKA	Project #: Design by: 1633.2101 RKA	US			
SSIONAL	SCALE: 1" = 60'	RKA	RKA	US	
SCALE: 1" = 60'	RKA	RKA	US		
SCALE: 1" = 60'	RKA	RKA	RKA	US	
SCALE: 1" = 60'	RKA	RKA	RKA	RKA	US
SCALE: 1" = 60'	RKA	RKA	RKA	RKA	US
SCALE: 1" = 60'	RKA				

SHEET NO. 1 of 1

EVISED COURT AND BU