



## TOWN COUNCIL MEETING - REVISED

**February 01, 2024 at 7:00 PM**

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950 Senoia Road, Tyrone, GA 30290

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**Eric Dial**, Mayor

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

**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.*

1. Approval of January 4, 2024 minutes.
2. Approval of an updated Statewide Mutual Aid Agreement with GEMA. - **Brandon Perkins, Town Manager**
3. Adoption of Resolution 2024-01 naming Isaac Godfrey as Prosecuting Attorney for Tyrone Municipal Court.
4. Approval of the purchase of four (4) book shelving units from Demco for \$6,178.25.

### VII. PRESENTATIONS

5. Employee Service Recognitions for April Spradlin (15 years) and Randy Mundy (5 years). **Brandon Perkins, Town Manager**
6. Presentation of the Audited Financial Report for Fiscal Year Ending June 30, 2023

**VIII. PUBLIC HEARINGS**

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

7. Consideration for plan approval of the Space Force flagpole addition at Veteran's Park. **Scott Lanford, Public Works Director / Town Engineer**

8. Consideration to approve a Fire Impact Fee Update CIE & STWP transmittal resolution to the GA Department of Community Affairs. **Phillip Trocquet, Community Development**

**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**

**January 04, 2024 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:  
Curtis Carson

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

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

Mayor Dial recognized Girl Scout Sydney Nolan in the audience. She shared that she was from Troop 15026. Mayor Dial stated that Ms. Nolan was working on a project in Tyrone and he was proud of her and other Troop members that do work with the Town.

**V. APPROVAL OF AGENDA**

A motion was made to approve the agenda.  
Motion made by Council Member Hunter, Seconded by Council Member Furr.  
Voting Yea: Council Member Whelan, Council Member Campbell.

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

- 1. Approval of the December 21, 2023 meeting 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 Hunter.

**VII. PRESENTATIONS**

2. State of the Town Address - Eric Dial, Mayor

Mayor Dial gave his State of the Town Address for 2024.

*It is my honor to speak on behalf of the people and leadership of Tyrone in announcing to you without hesitation that the State of the Town is strong. Tyrone is strong in her character, vitality, and financial position. Most importantly, we remain strong in safety and health.*

*We currently have approximately 16 months of operating costs in reserves and we collected \$700,000 more revenue in FY23 than we did in FY22. Additionally, for various reasons, we finished FY23 more than \$4 million under budget.*

*The long and short of it is that our financial condition is very strong and shows signs only of improvement.*

*No municipality is in good shape if its people are not safe so let's take a look at our police department.*

*In 2023 we added or replaced many tools such as flock cameras, body cameras, in-car laptops, and other equipment that improved police performance. Our officers logged almost 1,000 collective hours of POST training – more than triple the amount required of them. Our Part 1 crime was down 8.2% and our Part 2 crime was down 14.4%.*

*In community policing, we conducted our fourth successful Citizen Police Academy, appeared at numerous HOA meetings, and participated in virtually all of the town-sponsored events such as Founders Day, Shamrock Park First Fridays, and holiday gatherings. Our next Coffee with a Cop is this Saturday.*

*Law Enforcement recruitment may be harder now more than ever, so it is our intent to CREATE the future leaders of our department. We will continue to schedule our officers for career advancement training. Our goal is for all of our men and women to earn their Intermediate and Advanced certifications through GA POST.*

*It is always my desire to remind the people of Tyrone that our officers see and experience things that they should not be forced to. Please be mindful of this, and keep them in your prayers regularly.*

*Last night was unfortunately a harsh dose of reality as our men and women lost one of their brothers. We are deeply saddened that Eric Minix, a five-year veteran of the Tyrone Police Department was killed in the line of duty in service to the people of Coweta County.*

*No words that I use tonight can make this hurt any less for his family and friends. Rather, let's take a moment of silence to ask the Lord to grant comfort that only He can offer. (Take a moment) God please bless our peacemakers and clear their minds of all that troubles them.*

*We make every effort to make Tyrone a great place to work. We believe our employees have helped create a positive environment and it is our responsibility to fairly compensate them both now and into retirement.*

*Thanks to our robust financial health, we have been able to ensure that all of our employees are paid in the upper third of our neighboring jurisdictions and we have significantly improved what they will be paid in their retirement years.*

*As I share with you the successes of each department, I'm confident you'll agree they're all deserving of what we are able to do for them.*

*Our library increased significantly in circulation, programs, and participants in 2023 and they will be partnering with the recreation department in 2024 to launch a new Lunch and Learn series. Our great staff has programs and resources for everyone – from infants to adults.*

*Speaking of recreation, our ladies did a great job planning and hosting events throughout the year. Everything was professionally done and well-attended, and we had a 30% increase over last year in sponsorship revenue for Founders Day.*

*Kudos to our engineering and project management team for overseeing so many different projects this year. Property development, resurfacing, sidewalks, multi-use paths, intersections, stormwater, signage, the list goes on and on. And of course, we can't overlook the county's finest pickleball courts which are always crowded. A huge asset to many residents.*

*We are super proud of our public works guys. You do a fantastic job throughout town. You go above and beyond the call of duty and save our taxpayers tens of thousands of dollars a year while also completing the routine tasks each day.*

*Thanks to all of our employees who participated in Tyrone 101, this year's Citizens Academy which was a huge success by all accounts. Participants learned many of the nuances of your jobs and helped them understand the complexities of operating a town.*

*As proud as we are of Tyrone, this is not a time to rest on our laurels. We're always striving to be better – to improve our town even more. 2024 will be a year of change, not only for the downtown area, but also other areas.*

*Streetscape installation, Shamrock Park improvements, and the transformation of the property next door to Shamrock Park will all be realized.*

*Thanks to the Downtown Development Authority along with Collins Woods and his team, Neighbors is expected to complete the old fire station at some point this year.*

*One area in which we are in need of improvement is our tax digest. Ideally, our residential taxes should account for no more than about 80% of our tax base. We currently sit closer to 95%. That's far too much burden on you, the taxpayer, and limits our ability to roll back the millage rate.*

*How do we address this? We need to take the necessary steps to attract more businesses in the proper locations that will generate revenue while minimizing any adverse impact on our community.*

*Our role in this process is to provide the proper zoning and necessary infrastructure to businesses that makes Tyrone a desirable home.*

*The best location for this type of development is on the 74 North corridor. The key is that we take every step necessary to making sure any development is responsible development.*

*We know what we DON'T want so we commit to you that we will act accordingly. We may not have complete control, but we will do our best to represent you well.*

*At the end of the day, this body has solicited input from the citizens often and time after time you have said the same.*

*“Do your best to keep us safe, keep our millage rate low, maintain a small-town feel, and improve the look of downtown.”*

*That is our collective goal. Everything we do will be with this in mind.*

*Again, it has been my honor to come before you tonight and make this pledge on behalf of Council.*

- 3. Consideration to appoint a Mayor Pro-Tempore for the 2024 year. Eric Dial, Mayor

A motion was made to appoint Council Member Furr as Mayor Pro Tem through December 31, 2024.

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

**VIII. PUBLIC HEARINGS**

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

- 4. Consideration to Award professional engineering services for the 2024 Emergency Access for Shamrock Industrial Park, Project Number PW-2024-09, to Keck and Wood, Inc. Brandon Perkins, Town Manager

Mr. Perkins shared that the project was sought by Council to design an emergency access road for Shamrock Industrial Park off Rockwood Road to an easement at the border with Peachtree City. The parcel was 1.73 acres connecting Rockwood Road to the Cresswind subdivision in Peachtree City. The access would be gated. He stated that normal delays and closures due to railroad operation, maintenance, or inspections would not constitute an emergency for public use.

He stated that Keck and Wood would provide a survey and design as a lump sum fee. In addition, Keck and Wood would also provide bid assistance and construction admin services to the Town on an hourly basis. He stated that the total fee for this scope of work was not to exceed \$62,300. He added that due to possible slopes, paving and stability may be required.

Council Member Campbell asked if there was documentation ensuring that Peachtree City was onboard. Mr. Perkins stated that there were legal documents in place. Mr. Davenport added that the final plat of the property indicated that the property was for an emergency access point which was a condition of the rezoning of the property.

Mayor Dial shared his concern with the two adjoining property owners. He asked if the property owners had been notified. Mr. Trocquet stated that before the commencement of the project, Peachtree City would be notified. It would then be Peachtree City's responsibility to notify their residents. He added that during an emergency, Peachtree City would be called and they felt confident that the area could be traversed well.

Mr. Davenport suggested that the Town place signage at the end of the Town's property ensuring residents that the property was for emergency vehicles only. Council Member Furr asked if the trucks would damage the resident's yards.

Mr. Perkins stated that it would be graded to not pool water, however, there would be a possibility of damage if wet.

Mr. Davenport stated that the signage would help the homeowners realize that their property although when purchased, indicated that it was an emergency easement, it would assist with that. Council Member Hunter shared that there was also a curb and gutter there, it was not inviting to the public.

Council Member Campbell pointed out that the property was 1.73 acres but the survey indicated 7 plus acres. Mr. Langford clarified that the properties were surveyed together to identify the topography for drainage.

A motion was made to authorize Mayor Dial to execute the professional service contract with Keck and Wood, Inc. at a fee not to exceed \$62,300 for the 2024 Emergency Access for Shamrock Industrial Park, project PW-2024-09.

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

5. Consideration of a Certificate of Appropriateness submission from applicant 74-South, LLC. Phillip Trocquet, Community Development

Mr. Trocquet informed everyone that applicant 74-South, LLC had submitted an application for a certificate of appropriateness for the C-2 property located at 1400 Senoia Road. The surrounding zoning was C-1, C-2, O-I, and Highway Industrial.

The purpose was to construct a 30,000-square-foot Highway-Commercial flex building. The property owner began the application process prior to the revision of the SR74 overlay and therefore the entire first building was required to meet the architectural requirements at that time. He added that the other buildings on site would not have been required to meet the architectural requirements per the previous version of the ordinance. Those standards required buildings fronting SR-74 to be 80% brick, glass, or stone with no long flat walls providing visual relief every 20 feet. He stated that upon staff's review of the proposed landscape plan, site plan, and architectural renderings, the property appeared to meet all Highway 74 Overlay standards as written at the time of submission. He added that staff recommended approval with the condition that any remaining Technical Review Committee (TRC) comments be resolved. The petition was consistent with the Town's Comprehensive Plan and Future Development map. He shared that the Future Land Use designation for the property was Commercial Corridor which encouraged high-quality architectural buildings in commercial zoning classifications with special attention placed on limiting ingress/egress from Highway 74. He noted that the property did not have a primary entrance or exit off Highway 74.

Mr. Trocquet shared that the petition was consistent with the Town's zoning ordinance. The architectural renderings met the minimum standards outlined for the Quality Growth Overlay as written at the time of the submission. The submission also met the minimum requirements for a Certificate of Appropriateness as outlined in sections 109-84 of the land development code.

He added that staff still had minor outstanding TRC comments regarding the site and specifically needed legal information on the proposed sewer easement. Mr. Trocquet pointed out the color renderings of the building, a proposed site plan along with landscaping and other relevant site plans. The petitioner was not present.

Council Member Campbell recalled the petitioner coming to the Town with a similar plan years prior. He asked why one building differed architecturally from the others. Mr. Trocquet explained that when he submitted his initial application it was before the Town's architectural standards were revised. He added that the Highway 74 Quality Growth Overlay pre-revision required that all buildings fronting Highway 74 meet the 80% of brick, glass, and stone veneer, amongst other requirements. He added that after the revision, all buildings part of a common development or a property fronting Highway 74 needed to meet the standards.

Council Member Campbell asked for the height of the buildings. Mr. Trocquet shared that he believed them to be 25 ft. to 30 ft. single-story structures. Mayor Dial shared concern regarding the look of the building being light industrial. The zoning was C-2 along with the uses; however, it looked industrial. Mr. Trocquet stated that the owner was informed that the only use for his tenants would be Highway Commercial. Mayor Dial asked if a future tenant were to come to the Town for an Occupational Tax Certificate, would they be surprised if they could not receive one. Mr. Trocquet stated that they would not be issued a zoning approval and the applicant was aware through conversations.



Council Member Campbell stated that the renderings indicating loading docks did make the building look like a warehouse. He added that he did not want warehouses in the business park. Mr. Trocquet assured them that C-2 did not allow warehousing or storage as a principal use. There were many types of businesses in the park such as specialty contractors that used their spaces such as that, however, their main office was also within the building. He added that the requirement was no exterior storage and limitations on automotive uses. Their tenants may be on the high end of C-2 but that would be their limit.

Council Member Furr inquired if the development would connect to Town sewer. Mr. Trocquet stated that it would be connected. He stated that regarding bay doors, they were not allowed to front Highway 74. They are required to be heavily screened, and the property would also require landscaping as a buffer.

Council Member Hunter inquired about the relocation of power lines. As a former Planning Commissioner, he recalled that the applicant at one time was planning on having them moved. Mr. Trocquet stated that it would be a private matter between him and the power company. However, if it were to be approved, he would need to come back to the Town with a new site plan.

Mayor Dial reminded everyone that the item was a Certificate of Appropriateness which did not require a public hearing.

A motion was made to approve the certificate of appropriateness for 1400 Senoia Rd. with the condition that all TRC comments are completed.

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

Mr. Trocquet updated Council regarding a couple of Community Development projects. He stated that TSW, the architect for the Shamrock Park design shared that they were working on the final design. He would reach out to Council soon; the project was ahead of schedule. The Steering Committee would meet again assuring that all elements from Council and the Committee would be incorporated in the plans. The next step would be to solicit bids and move forward with the improvements.

Mr. Trocquet shared that he would meet next week with representatives from the Atlanta Regional Commission (ARC) regarding the streetscape project. He added that another Steering Committee would be created for that project as well. The members would come before Council for their approval and the meetings would be published.

According to ARC standards the entire process usually took a year, he added that being that staff was clear on what they wanted, the timeframe should be shorter.

Mr. Perkins stated that Council recently approved a new staff retirement plan. The next step would be for employees to make a decision regarding Social Security moving forward. He added that he and Ms. Beach recently shared a phone conversation with a Social Security Representative. He stated that a Letter of Intent needed to be submitted indicating that the Town had a replacement plan and that employees would vote on a Resolution on whether or not to opt-out or to stay in Social Security. He stated that the entire process should take approximately five months. The first ninety days would be an employee notification period in which the employees could research and educate themselves on their options. He added that he had already met with staff to begin the education process. Another two months were built in due to the possible back and forth from the Governor's office. The process should be completed by summertime.

Mr. Perkins updated Council on the new budget software implementation. The plan was to complete the process and be ready for this year's budget process. He had spent a lot of time manually entering employees, benefits, and retirement information.

Mr. Perkins shared that 969 Senoia Road was almost completely demolished. Staff budgeted \$150,000 for the project and it had only cost a fraction due to the work of our Public Works Department. He added that the asbestos remediation was outsourced and dumpsters were rented along with a jackhammer. However, Public Works did most of the work. The next step was the clearing of brush. Public Works has saved the Town a lot of money.

Mr. Perkins stated that beginning in 2022, staff with Council's approval had reinvested Surplus into Georgia Fund 1 and CDs. He reported that in 2023, within the Georgia Fund 1, the Town recognized \$33,777.77 in revenue on a \$750,000 investment. He added that in CDs, \$72,839.94 was recognized in revenue on a \$1.4 Million investment. This totaled \$106,617.71 in revenue.

Mr. Perkins reported that Ms. Beach was currently interviewing for the open Account Specialist position.

Mr. Langford (inaudible) introduced the new Public Works Specialist, Mr. Curtis Carson. He shared that they have a great time and that Mr. Carson learns very quickly. Everyone welcomed Mr. Carson.

Mr. Perkins stated that Mr. Langford previously gave an update on the ongoing projects and reminded everyone that projects and their progress were on the Town's website.

Mr. Perkins shared that he attended a Zoom call along with fifty residents including State Representative Derrick Jackson from the River Oaks subdivision on December 27<sup>th</sup>. A resident was concerned about a potential development coming to Sandy Creek Road (which was not in the Town's limits). That led to the resident and others reviewing the Town's Comprehensive Plan and Future Land Use map along the Highway 74 corridor. He added that it was a good meeting and he was able to answer most of their questions.

He stated that some were surprised that he was willing to attend the meeting. He added that this was what staff did, Home Owner's Associations could reach out to staff to attend meetings and answer their questions. Staff appreciated the ability to get in front of citizens to have direct contact, day or night. He valued the opportunity he had with the River Oaks citizens.

Mr. Perkins announced that Saturday, January 6<sup>th</sup> from 9:00 a.m. to 12:00 p.m. was Coffee with a Cop at Circa Coffee. He invited everyone to come and ask their Tyrone Police Officers questions or show their appreciation for their service.

Mayor Dial inquired about the decision the current employees would make regarding Social Security and whether it would affect all future employees. Mr. Perkins shared that it was a concern of his too. He and Ms. Beach had a phone call that day with a Social Security representative who answered the question. There were two options, option one was a 51% majority vote. If 51% opted out, everyone would be out of Social Security. The second option was a yes, or no vote. Mr. Perkins was leaning toward that option. Those who opt-out would not affect the other employees. The future hires would be in Social Security. Mayor Dial asked if future employees would be given the option. Mr. Perkins stated that it would be a one-time vote. The yes, or no option would allow the Town to accomplish what was required by law without affecting every employee.

**XIII. COUNCIL COMMENTS**

Mayor Dial welcomed Council Members Hunter and Whelan.

Council Member Campbell thanked everyone for being there, a good crowd.

Council Member Whelan gave condolences to the Minix family, the Town, and Coweta County for their loss.

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

Motion made by Council Member Furr.

Voting Yea: Council Member Campbell, Council Member Hunter, Council Member Whelan.

The meeting adjourned at 7:44 pm.

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

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



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** February 1, 2024

**Agenda Item Type:** Consent Agenda

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

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### STAFF REPORT

**AGENDA ITEM:**

Approval renew a Statewide Mutual Aid Agreement between the Town and Fayette County.

**BACKGROUND:**

This is a standard agreement that is renewed every four years and establishes a formal framework for the provision and receipt of assistance among participating entities during emergencies or disasters. A copy of the current agreement is attached for reference.

**FUNDING:**

None.

**STAFF RECOMMENDATION:**

Staff recommends approval to renew the agreement.

**ATTACHMENTS:**

1. Frequently Asked Questions Document
2. Current SWMA Agreement (2020)
3. New SWMA Agreement

**PREVIOUS DISCUSSIONS:**

None.

**Statewide Mutual Aid Agreement (SWMAA)  
FAQs**

**Why do I need to do this?**

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

**What other jurisdictions are involved?**

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

**What kind of assistance are we talking about?**

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

**Who will our resources be working for?**

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

**What if my jurisdiction doesn't want to send resources?**

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

**What about liability and reimbursement?**

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

**What if my jurisdiction wants to withdraw from this agreement?**

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

**STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT**County/Municipality: Fayette / Town of Tyrone

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I  
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II  
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party’s Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III  
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV  
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and



(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V  
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI  
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII  
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII  
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX  
IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

  
\_\_\_\_\_  
Chief Executive Officer - Signature

H. ERIC DIAL  
\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: TOWN OF TYRONE

Date: 5 / 21 / 2020



\_\_\_\_\_  
GEMA/HS Director – Signature  
Deputy Director

Thomas R. Moore  
\_\_\_\_\_  
GEMA/HS Director – Print Name  
Deputy Director

Date: 8 / 30 / 2020

APPENDIX A  
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for Fayette / Town of Tyronne (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

BRANDON PERKINS  
Print Name

Town Manager  
Job Title/Position

[Signature]  
Signature of Above Individual

RANDY MUNDY  
Print Name

Chief of Police  
Job Title/Position

[Signature]  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

[Signature]  
Chief Executive Officer - Signature

Date: 5 / 21 / 2020

H. ERIC DIAL  
Chief Executive Officer - Print Name

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for Fayette/Town of Tyrone  
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Sandy Beach  
Print Name

Finance Manager  
Job Title/Position

Sandy Beach  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer - Print Name

County/Municipality: \_\_\_\_\_

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

**ARTICLE I**  
**STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES**

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II  
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party’s Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III  
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV  
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and



(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V  
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI  
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII  
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII  
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party’s designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

**ARTICLE IX**  
**IMPLEMENTATION**

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

\_\_\_\_\_  
Chief Executive Officer - Signature

\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: \_\_\_\_\_

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_



APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for \_\_\_\_\_

(county/municipality) for the purpose of reimbursement sought for mutual aid:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer – Print Name



**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** January 18, 2024  
**Agenda Item Type:** Consent Agenda  
**Staff Contact:** April Spradlin

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**STAFF REPORT**

**AGENDA ITEM:**

Adoption of Prosecuting Attorney Resolution for Isaac Godfrey 2024-01

**BACKGROUND:**

On December 21, 2023, Isaac Godfrey was appointed Solicitor for Tyrone Municipal Court. Therefore, we are required to have resolution naming him as the Solicitor for the Town of Tyrone.

**FUNDING:**

N/A

**STAFF RECOMMENDATION:**

Adoption of Resolution 2024-01

**ATTACHMENTS:**

Resolution 2024-01

**PREVIOUS DISCUSSIONS:**

Appointment of Isaac Godfrey as Solicitor on December 21, 2023.

**STATE OF GEORGIA  
TOWN OF TYRONE**

**RESOLUTION  
No. 2024-01**

**A RESOLUTION APPOINTING ISAAC GODFREY AS THE PROSECUTING ATTORNEY OF THE MUNICIPAL COURT FOR THE TOWN OF TYRONE, GEORGIA, PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED, SECTION 15-18-91(B) AND ARTICLE II OF CHAPTER 24 OF THE CODE OF ORDINANCES OF THE TOWN OF TYRONE; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE; AND FOR OTHER PUPROSES.**

**WHEREAS**, the Mayor and Council of the Town of Tyrone, Georgia, hereinafter the Town, is the authorized governing body of the Town; and

**WHEREAS**, Section 15-18-91(b) of the Official Code of Georgia, Annotated, and Article II of Chapter 24 of the Code of Ordinances of the Town of Tyrone authorize the Mayor and Council to appoint a prosecuting attorney of the Municipal Court of the Town of Tyrone; and

**NOW, THEREFORES, BE IT RESOLVED**, by the Mayor and Council of the Town of Tyrone that Amy Godfrey is hereby appointed as the Prosecuting Attorney of the Municipal Court of the Town of Tyrone.

**BE IT FURTHER RESOLVED**, said appointment shall be effective for a term of one (1) year pursuant to Article II of Chapter 24 of the Code of Ordinances of the Town of Tyrone.



**BE IT FURTHER RESOLVED**, that within thirty (30) days of the effective date Resolution the Municipal Court Clerk for the Town of Tyrone shall notify the Prosecuting Attorneys' Council of the State of Georgia of this appointment as required under Georgia law.

**SO RESLOVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

MAYOR AND COUNCIL OF THE  
TOWN OF TYRONE, GEORGIA

(SEAL)

BY: \_\_\_\_\_  
Eric Dial, Mayor

ATTEST:

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

Approved as to form:

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



# COUNCIL ITEM AGENDA REQUEST FORM

Department: Library

Meeting Date: February 1, 2024  
Agenda Section: Consent

Staff Contact: Patty Newland

### Staff Report:

**Item Description:**

Request to purchase four (4) book shelving units

**Background/History:** The library needs to replace a shelving unit that is too narrow for oversized books in the juvenile non-fiction section of the library. Two (2) wood and steel shelving units were purchased in 2023; the new units will be the same style, finish, and color.

**Findings/Current Activity:** Three (3) quotes were not available; during a search for the particular style of shelves, only Demco and Canadian Learning Supply carried the "Liberation Wood/Steel Library Shelving"

Is this a budgeted item? Yes If so, include budget line number: 100.65.53.1600

**Actions/Options/Recommendations:** Staff requests approval to purchase the bookcases from Demco in the amount of \$6,178.25





P.O. Box 7488  
 Madison, WI 53707-7488  
 PH 800-356-1200 FAX 800-245-1329

# QUOTATION

Ref: **Section VI, Item 4.**  
 Contract/  
 Today: 1/23/24  
 Quote Expiration Date: 2/22/24

NAME: Tyrone Public Library  
 CONTACT: PATTY NEWLAND  
 PHONE: 770-487-1565  
 EMAIL: pnewland@tyrone.org

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
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1	4	W12132200	Liberation Wood/Steel Shelving48"H DF Starter 6 Shlf 4 Adjst	Wood finish Solar Oak on Oak Laminate top color Navy Legacy Steel color Putty	1,409.00	Net	5,636.00
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PLEASE NOTE: This item may not be returned unless damaged or defective.

Review Notification This bid will be reviewed and  
 by the sales rep listed below  
 Luke Merschdorf  
 Phone:

Contact this person if you  
 need a faster response.

Order Subtotal	5,636.00
*Shipping/Processing	542.25
Sales Tax	Exempt
Grand Total	6,178.25

\*Delivery Provisions: This quote has been specifically prepared to deliver with:

Tailgate Delivery : 422.25  
 Call Ahead - Delivery App: 0.00  
 Inside Delivery : 45.00  
 Power Lift Gate : 75.00

Order Provisions: Please note the attached freight terms.

BILL TO:  
 Tyrone Public Library  
 143 Commerce Dr  
 Tyrone GA 30290-2064

SHIP TO:  
 Patty Newland  
 Tyrone Public Library  
 143 Commerce Dr  
 Tyrone GA 30290-2034

CONTACT:  
 PATTY NEWLAND  
 TYRONE PUBLIC LIBRARY  
 143 COMMERCE DR  
 TYRONE GA 30290-2034



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** February 1, 2023

**Agenda Item Type:** Presentation

**Staff Contact:** Sandy Beach

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### STAFF REPORT

**AGENDA ITEM:**

Audited Financial Report Presentation for the Year Ending June 30, 2023

**BACKGROUND:**

Rushton and Company completed their audit of the Town of Tyrone’s FY 2022/2023 financial books at the end of December 2023. Julie George, Audit Manager with Rushton and Company will be presenting their findings.

**FUNDING:**

N/A

**STAFF RECOMMENDATION:**

N/A

**ATTACHMENTS:**

The Town of Tyrone Annual Financial Report for Fiscal Year Ending June 30, 2023 can be found on the Town of Tyrone’s website under the Finance Department.

**PREVIOUS DISCUSSIONS:**

N/A



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Public Works

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**Meeting Date:** 02/01/2024

**Staff Contact:** Scott Langford

**Agenda Section:** New Business

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## Staff Report:

### Item Description:

Consideration for plan approval of the Space Force flagpole addition at Veteran’s Park.

### Background/History:

The Town was approached by citizens to add the Space Force flag to the Veteran’s Park flags.

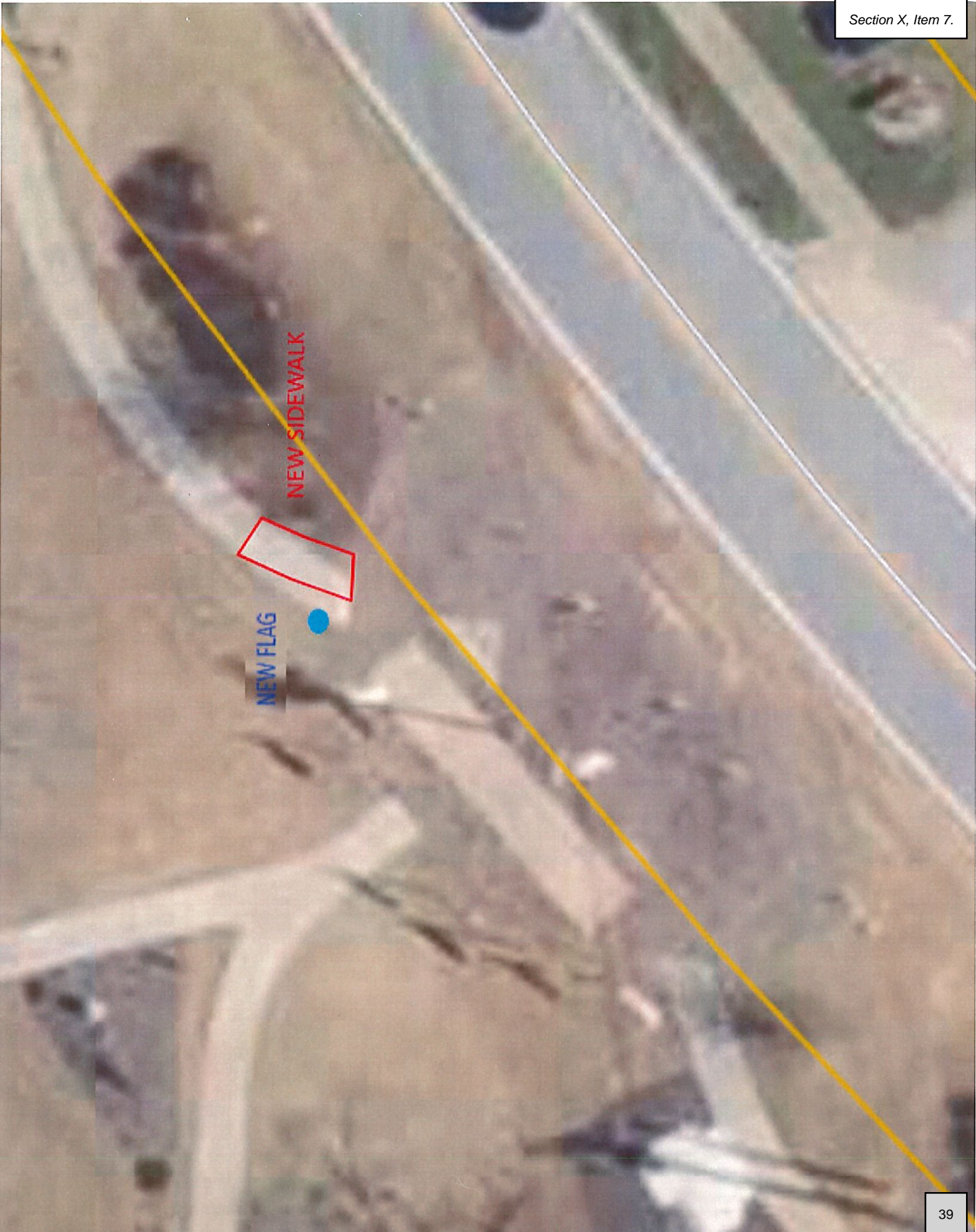
### Findings/Current Activity:

There are currently 5 service flags at the park along with one US flag. Adding the 6<sup>th</sup> service flag will make the overall flag display more symmetrical. This will require removing and relocating approximately 15 feet of sidewalk on the northwest sidewalk. It will also require pruning or removing a crape myrtle. This sidewalk relocation will allow room to place the flagpole, and the sidewalk will tie into the brick pattern at the same brick row as the southeastern sidewalk.

**Is this a budgeted item?** Yes     **Budget number:** 100-40-52.2203 & 100-40-52.2208

### Actions/Options/Recommendations:

Staff is seeking Council approval of the Space Force flag plan at Veteran’s Park.



NEW SIDEWALK

NEW FLAG

<b>Fayette County and Towns of Brooks, Tyrone, and Woolsey Summary Impact Fee Financial Report FY2023 *</b>	
	Fire Services
Total Impact Fee Balance From Previous Fiscal Year	\$0.00
Impact Fees Collected in FY 2023 By Jurisdiction	
Fayette County	107,557.01
Brooks	1,201.14
Tyrone	3,002.85
Woolsey	-
Total	\$111,761.00
Accrued Interest	151.34
(Administrative Other Costs)	(3,254.94)
(Impact Fee Refunds)	\$0.00
(Impact Fee Expenditures)	(108,657.40)
Impact Fee Fund Balance Ending FY 2023	\$0.00
Impact Fees Encumbered	\$0.00

\* The service area for the Fire Impact Fee does not include Peachtree City and Fayetteville.



<b>Fayette County Impact Fee Financial Report FY2023</b>	
	Fire Services
Total Impact Fee Balance From Previous Fiscal Year	\$0.00
Impact Fees Collected in FY 2023 By Jurisdiction	
Fayette County	107,557.01
Accrued Interest	146.65
(Administrative Other Costs)	(3,132.51)
(Impact Fee Refunds)	\$0.00
(Impact Fee Expenditures)	(104,571.15)
Impact Fee Fund Balance Ending FY 2023	\$0.00
Impact Fees Encumbered	\$0.00

<b>Brooks Impact Fee Financial Report FY2023</b>	
	Fire Services
Total Impact Fee Balance From Previous Fiscal Year	\$0.00
Impact Fees Collected in FY 2023 By Jurisdiction	
Brooks	1,201.14
Accrued Interest	1.63
(Administrative Other Costs)	(34.98)
(Impact Fee Refunds)	\$0.00
(Impact Fee Expenditures)	(1,167.79)
Impact Fee Fund Balance Ending FY 2023	\$0.00
Impact Fees Encumbered	\$0.00

<b>Tyrone Impact Fee Financial Report FY2023</b>	
	Fire Services
Total Impact Fee Balance From Previous Fiscal Year	\$0.00
Impact Fees Collected in FY 2023 By Jurisdiction	
Tyrone	3,002.85
Accrued Interest	3.06
(Administrative Other Costs)	(87.45)
(Impact Fee Refunds)	\$0.00
(Impact Fee Expenditures)	(2,918.46)
Impact Fee Fund Balance Ending FY 2023	\$0.00
Impact Fees Encumbered	\$0.00

<b>Woolsey Impact Fee Financial Report FY2023</b>	
	Fire Services
Total Impact Fee Balance From Previous Fiscal Year	\$0.00
Impact Fees Collected in FY 2023 By Jurisdiction	
Woolsey	-
Accrued Interest	-
(Administrative Other Costs)	-
(Impact Fee Refunds)	\$0.00
(Impact Fee Expenditures)	-
Impact Fee Fund Balance Ending FY 2023	\$0.00
Impact Fees Encumbered	\$0.00

Fayette County Comprehensive Plan Amendment - Capital Improvement Element - Project Update FY2024 - FY2028  
Public Facility - Fire Services

Project Description	FY Project Start	FY Project End	Actual / Estimated Cost of Project	Funding from Impact Fees	Percent By Impact Fees	Other Funding Sources	Current Year Impact Fee Applied	Impact Fee Applied Previous Years	Remaining amount to be funded from impact fees	Status / Remarks
Construct Fire Station 1: SR 279	FY 2002	FY 2002	\$ 872,836	\$ 471,331	54.00%	Fire Tax	na	\$471,331	\$0	Completed in FY 2002
Construct Fire Station 10: Seay Road	FY 2002	FY 2002	\$ 838,295	\$ 687,402	82.00%	Fire Tax	na	\$687,402	\$0	Completed in FY 2002
Construct Fire Station 5: SR 85 South	FY 2002	FY 2003	\$ 1,191,565	\$ 369,385	31.00%	Fire Tax	na	\$369,385	\$0	Completed in FY 2003
Construct Fire Station 7: Hampton Road	FY 2003	FY 2003	\$ 1,066,472	\$ 586,559	55.00%	Fire Tax	na	\$586,559	\$0	Completed in FY 2003
Purchase Acreage for Future Fire Station - McElroy Road	FY 2004	FY 2004	\$ 25,000	\$ 25,000	100.00%	None	na	\$25,000	\$0	Completed in FY 2004
Purchase two (2) Quints	FY 2006	FY 2007	\$ 675,000	\$ 675,000	100.00%	None	na	\$675,000	\$0	Purchased in FY 2007
Emergency Operations Center	FY 2012	FY 2015	\$ 1,107,921	\$ 131,864	83.50%	Fire Tax / Grant	na	\$131,864	\$0	Completed in FY15
Construct Fire Training Center (Burn Building)	FY 2018	Future	\$ 1,120,000	\$ 253,680	22.65%	Fire Tax	na	\$253,680	\$0	Estimated FY2024
Construct FS2: S.R. 92N	FY 2018	FY2021	\$ 1,644,000	\$ 164,400	10.00%	Fire Tax	na	\$164,400	\$0	Completed in FY2021
Construct FS14: Sandy Creek/Flat Ck	Future	Future	\$ 1,613,773	\$ 1,613,773	100.00%	None	\$108,657	\$184,934	\$1,320,182	Future/Planned
Construct FS15: Ginger Cake/Graves	Future	Future	\$ 2,061,333	\$ 2,061,333	100.00%	None	\$0	\$0	\$2,061,333	Future/Planned
Rescue Truck (1)	Future	Future	\$ 224,334	\$ 224,334	100.00%	None	\$0	\$0	\$224,334	Estimated FY2023
Brush Truck (1)	Future	Future	\$ 57,011	\$ 57,011	100.00%	None	\$0	\$0	\$57,011	Estimated FY2025
Engine/Pumpers (8) - 2 Purchased in FY2018; 1 Purchased in FY2019; 1 purchased in FY2020;	FY 2018	Future	\$ 3,252,082	\$ 3,252,082	100.00%	None	\$0	\$0	\$3,252,082	In Progress
<b>Totals</b>			<b>\$ 15,749,622</b>	<b>\$ 10,573,155</b>			<b>\$ 108,657</b>	<b>\$ 3,549,555</b>	<b>\$6,914,942</b>	

**SCHEDULE OF IMPROVEMENTS-STWP ADDENDUM**

(1) Project Description	(2) Service Area	(3) Project Start Date	(4) Project Completion Date	(5) Estimated Project Cost	(6) Portion Chargeable to Impact Fees	(7) Sources of Funds (& Share)	(8) Responsible Party
Fire Training Center (Burn Building)	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2018	FY2026	\$1,120,000	22.65%; \$253,680	Impact Fees; Balance of project funded from Fire Tax	Fayette County
Fire Station 14: Sandy Creek Road at Flat Creek Trail	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2026	FY2028	\$1,613,773	100%	Impact Fees	Fayette County
Fire Station 15: Gingercake Road at Graves Road	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2027	FY2029	\$2,061,333	100%	Impact Fees	Fayette County
Rescue Truck	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2024	FY2026	\$224,334	100%	Impact Fees	Fayette County
Brush Truck	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2025	FY2026	\$57,011	100%	Impact Fees	Fayette County
Engine Pumpers (8 total; 4 purchased since 2018)	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2018	Future	\$3,252,082	100%	Impact Fees	Fayette County

\* Fayette County provides Fire Services for unincorporated Fayette County, Town of Brooks, Town of Tyrone and Town of Woolsey. The Service Area for the Fire Impact Fee does not include Peachtree City or City of Fayetteville.

**Town of Tyrone**

**RESOLUTION 2024-\_\_\_**

**CIE &STWP TRANSMITTAL RESOLUTION**

WHEREAS, the Town of Tyrone has prepared an annual update to a Capital Improvements Element and Short Term Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Short Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on (date) , 2024.

BE IT THEREFORE RESOLVED that the Town of Tyrone does hereby submit the annual update of the Capital Improvements Element and Short Term Work Program covering the five-year period of FY 2024 to FY 2028 to the Atlanta Regional Commission and Georgia Department of Community Affairs for regional review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this      <sup>th</sup> day of      , 2024

BY:

\_\_\_\_\_

ATTEST:

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