



TOWN COUNCIL MEETING August 15, 2024 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1

Dia Hunter, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

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

1. Approval of minutes from the August 1, 2024 meeting.
2. Consideration to purchase a 2024 Ford Police Interceptor from Wade Ford under State Contract for \$45,904.00, and to have this vehicle fully equipped for patrol use by 144th Marketing Group for \$9,995.00. Total cost not to Exceed: \$55,899.00
3. Approval to renew Embrey's Towing agreement with adjusted pricing with no additional cost to the Town.
4. Approval of the Crossroads Christian School Annual Picnic at Shamrock Park September 27, 2024, from 9:00 a.m. to 1:00 p.m.
5. Approval of the Endless Entertainment LLC agreement for the Founders Day acrobat show on October 5, 2024, not exceeding \$5,801.

VII. PRESENTATIONS

- [6.](#) Consideration to accept a financial donation from the Elk's Club of \$2000.00 to be used for the purchase of uniforms and merit recognition pins for the Police Department **Chief Randy Mundy, Tyrone Police Department and Steve Henderson, Elk's Club**
- [7.](#) Fayette County Safety Action Plan presentation. **Phillip Trocquet, Assistant Town Manager**

VIII. PUBLIC HEARINGS

- [8.](#) Consideration of a Town Council-initiated text amendment to section 113-137 (Town Center Mixed Use Zoning District) of the Town of Tyrone Zoning ordinance as it pertains to purpose, requirements, and development standards. **Phillip Trocquet, Assistant Town Manager**

IX. OLD BUSINESS

X. NEW BUSINESS

- [9.](#) Consideration to award professional design and contract administration services for the 2024 Adams Lake Dam Improvements project PW-2024-10 to Schnabel Engineering, LLC for the fee not to exceed \$82,000.00. **Scott Langford, PE, Public Works Director / Town Engineer**
- [10.](#) Consideration to award professional design and construction administration services for the 2024 Handley Dam Improvements project PW-2024-12 to Schnabel Engineering, LLC for a fee not to exceed \$113,500.00. **Scott Langford, PE, Public Works Director / Town Engineer**
- [11.](#) Consideration to award the purchase of a John Deere 3038E Compact Utility Tractor along with a John Deere 360 Heavy Duty Flail Mower to Ag-Pro for \$35,005.10. **Scott Langford, PE, Public Works Director / Town Engineer**
- [12.](#) Consideration to award purchase of an HP DesignJet 3600XL Plotter and authorize the mayor to execute an associated 5-year maintenance agreement to Milner Technologies in an amount not to exceed \$18,000. **Phillip Trocquet, Assistant Town Manager**
- [13.](#) Consideration to approve a text amendment to Sec. 109-78 of the land development ordinance regarding general requirements of development as it pertains to a Certificate of Appropriateness. **Phillip Trocquet, Assistant Town Manager**
- [14.](#) Consideration to approve a text amendment to Sec.109-84 of the land development ordinance regarding provisions for a Certificate of Appropriateness. **Phillip Trocquet, Assistant Town Manager**
- [15.](#) Consideration to approve a text amendment to Sec. 109-148 of the land development ordinance regarding general requirements of site plan development. **Phillip Trocquet, Assistant Town Manager**

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

August 01, 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:
Randy Mundy, Police Cheif
Sandy Beach, Finance / HR Manager
Lynda Owens, Recreation Manager
Charles Clark, Police Corporal
Jacob Hale, Police Officer

I. CALL TO ORDER

Mayor Dial explained that item number 6 was for the Certificate of Appropriateness and was unique and that most governments did not have that type of certificate. Council’s duty was to decide if the architecture was appropriate for the surrounding area and matched other building styles in the region, according to the ordinance. He added that according to the zoning ordinance, a hotel was appropriate for that location. The certificate did not have any relevance on crime, traffic, or things of that nature, only brick color, lighting, and architectural standards. He added that public comment was just that, it was a time to express yourself, not for back-and-forth conversations. Mayor Dial also offered that he, Council, and staff would happily stay after the meeting to answer questions.

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.*

Ms. Gwen Lindsay who lives on Village Green Circle, came to speak regarding the lighting. Her home was behind Publix and the lighting was very, very bright. People also walk through her property to get to the shopping center. She was concerned about more lighting issues with a hotel being built behind her home. She had lived in her home for 20 years and was also concerned about the 84-space parking lot being in the back of the hotel property. It was a large project for a small property. She asked to consider their privacy. When winter comes, there will be more light shining through her home.

Mr. Kenneth Washington, who lives on Wynfield Dr., spoke about a hotel in front of Southampton. He shared that a hotel was not appropriate for that location, it did not matter if it was a Hilton or the Ritz. Southampton would be bookended with a hotel at the front entrance where he lived and 106 homes in the back of his neighborhood. Traffic would increase and he and his wife loved Tyrone but were considering moving if the hotel was built.

Ms. Tallulakie Cosby, who lives on Wynfield Dr. echoed the last two speakers. A hotel in front of a subdivision was not appropriate, it was the definition of insanity. Her family would move also. No amount of brick, fences, or lighting would help make sense of a hotel in front of a family subdivision.

Mr. Raymond Lindsay, who lives on Village Green Dr. shared that the bottom line was quality of life. Whose quality of life would the development affect, the developers or the homeowners? The hotel would negatively affect his property value.

Ms. Rosalind Horne who lives on Carriage Oaks Dr., shared that she was the 4th resident in Southampton in 2002 and asked what the environmental impact 84 parking spaces would have, and what about stormwater runoff and erosion. There were current erosion issues along with people standing on the corner, eating and littering. How do we know it will not end up an extended stay hotel? We want our neighborhood to stay safe, we need to increase our value and improve our community. We do not want an extended stay.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda with the change of moving item #4 to New Business.

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

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

1. Approval of the July 18, 2024 Council minutes.
2. Approval for the purchase of a Ford F150 Police Responder vehicle from Wade Ford for the Police Department under state contract pricing of \$46,334.00.
3. Approval of the Action Wrestling agreement for the Founders Day performance on October 4th for \$5,000.

A motion was made to approve the consent agenda as amended.

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

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

- 4. Approval of A Blast Band agreement for Founders Day entertainment on Saturday, October 5, 2024, for \$4,000.

Ms. Owens explained that the item was moved for discussion due to a disagreement between Tyrone Attorney Ali Cox and A Blast Band owner, Rick Sanford regarding the percentage amount for the down payment. She added that through her research Ms. Owens found that most bands require a 50% down payment. Mayor Dial that the amount was not the issue it was the down payment amount.

Council Member Furr asked how much the Attorney was requesting it be changed too. Ms. Owens stated that it was 10%. Mr. Davenport inquired about the refundability. Ms. Owens stated that there was also an issue with that. Mr. Davenport clarified that the band had agreed to a refund due to the possibility of cancellation. Mayor Dial clarified that the vote would be if Council agreed to the 50% deposit instead of a 10% deposit. Council Member Whelan inquired if they had agreed to everything else Ms. Cox suggested. Ms. Owens stated that they had.

Council Member Hunter began a discussion regarding the creation of a policy moving forward for a 50% deposit instead of discussing it before a vote for each band. If it was an industry standard it should be a policy. Mr. Perkins stated that more importantly, the deposit should be refundable upon cancellation. He added that each contract was on a case-by-case basis. Lately, there has been more pushback with vendors when reviewing the contracts. Council Member Hunter asked if it would be easier for the Town to have a blanket contract for vendors. Mr. Davenport stated that he would pass along that the Town approved a 50% deposit moving forward if there were protections in place.

Mr. Trocquet added that after speaking with the Downtown Development Authority, as the Town hired more bands in the future, when a vendor returns, essentially, there would be a standard contract in place if it had not changed.

A motion was made to approve a 50% deposit of \$2,000 and the A Blast Band contract for the Founders Day entertainment on October 5, 2024.

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

- 5. Approval for the renewal of Town Hall, Police/Court, and Library copier lease agreements. Dee Baker, Town Clerk

Ms. Baker shared that the item was for the renewal of the admin., police and court, and library copiers. The four-year lease expired in June and the new lease would be under state contract if approved. Staff was currently, working with the same staff as in 2012 and their customer service and maintenance staff were very attentive. She stated that both legal teams had discussed the agreement, and their comments were in their packets. She recommended approval of the 48-month lease including the legal recommendations. She then turned the presentation to Mr. Davenport for legal advice.

Mr. Davenport stated that the item would take four separate votes, one was for the recommended 48-month lease (user agreement), the maintenance agreement, and the two recommended legal addendums to both. He added that the Town's legal team reflected seven areas of concern and Milner's legal team only agreed to five. He further explained that indemnification language was not agreed upon. The other language that the Town did not agree to was essentially, Milner wanted "self-help" authority to come into Town Hall and take back the copiers if they felt we were not honoring the contract. Mr. Davenport shared that out of the two issues that his staff had with the maintenance agreement they did not agree with the same indemnification language as in the user agreement.

A motion was made to approve the 48-month lease agreement for the Town Hall, Police/Court, and Library copiers.

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

A motion was made to approve the maintenance agreement.

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

A motion was made to approve the Town's legal seven-point addendum to the agreement.

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

A motion was made to approve the Town's legal two-point addendum to the maintenance agreement.

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

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

6. Consideration of a Certificate of Appropriateness architectural approval for applicant Steven Gulas for parcel number 0726051. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet explained that the applicant Steve Gulas had applied for a certificate of appropriateness for parcel 0726-051 to construct a hotel, not an extended-stay hotel. Appropriateness only pertained to architectural and site elements as they pertained to the Quality Growth Overlay district. The ordinance applied to heightened requirements for architectural, landscaping, and site improvements.

Mr. Trocquet shared that upon review, staff determined that the proposed architectural and site plans were consistent with the Town’s overlay ordinance and Certificate of Appropriateness requirements. The architectural renderings met the minimum standards outlined for the Quality Growth Overlay. The submission also met the minimum requirements for a Certificate of Appropriateness as outlined in sections 109-84 of the land development code. Mr. Trocquet stated that the property lies within the Community Gateway character area which encouraged commercial development consistent with the Town’s C-1, C-2, CMU, and O-I zoning classifications. The property was already zoned C-2 Highway Commercial. Part of the “conditional” use was hotels. That meant it would need to adhere to standards above and beyond even the overlay district regulations.

He also noted that Certificate of Appropriateness (CA) compliance did not serve as approval for non-architectural or internal operations ordinance requirements for hotels. Conditions relating to cooktop equipment, room stays, internal room/lobby square footage, etc. . . must still be adhered to at the time of site plan and construction plan application submission. The CA also was not an approval of a specific brand or company associated with the hotel, although the applicant had a particular brand. He also noted that it was not the end of the development process. Typically, the property would go through zoning, which was already zoned properly. The review would then go through the Certificate of Appropriateness, and then site plan approval through the Planning Commission. That would also include civil engineering plans.

He addressed a comment made regarding lighting, the required lighting would be downward and shielded such as a dome. Another requirement would be a 100 ft. undisturbed forest buffer, and a 100 ft. to 250 ft. buffer as part of the Southampton buffer. He clarified that the total buffer would be between 200 ft. and 350 ft. between homes.

Mayor Dial asked what the buffer was between the homes and Publix. Mr. Trocquet shared that the old buffer was 50 ft. Mayor Dial clarified that the new buffer would be more than double.

Mr. Trocquet stated that in the past that space was Planned Unit Development (PUD), which has since been changed. The standard buffer for C-2 was not 75 ft, hotels were an additional 25 ft.

Mr. Trocquet stated that another step would be environmental requirements, such as bioretention areas, stormwater management, erosion control, sediment, and soil testing. All the engineering processes were held to state and local requirements. He added that all specimen trees would be identified. Trees would be replanted if needed.

Council Member Hunter asked if evergreens could be considered for more coverage. Mr. Trocquet stated that Planning Commission could consider that. Mayor Dial clarified that Council could ask the developer to add specific trees. Mr. Trocquet stated that it was part of the Certificate of Appropriateness and Planning Commission landscape approval process.

Mayor Dial asked Mr. Trocquet when it was decided for the possibility of a hotel to be allowed within the Southampton development. Mr. Trocquet stated that the last revision of C-2 zoning was in 2008, he believed that hotels were part of C-2 zoning before then. In the current year, extra conditions were placed on hotels.

Mr. Perkins explained that Southampton's commercial and residential were both part of the same development. He assumed that hotels were included in the original C-2 zoning along that corridor, including Southampton.

Mayor Dial clarified that the entire Southampton development was planned together. Council at that time denied the development and was sued. Court stated that they had the right to develop and that's how Southampton and the Publix shopping center came about. Mr. Trocquet added that also due to the development came C-2 zoning, the conditions, and permissions. Mr. Perkins asked for clarification on the term Certificate of Appropriateness. It was essentially an architectural review. Mr. Trocquet stated that it was unique in that it would usually be applied to registered historic downtowns. It would come into play when someone wanted to change their property from a particular style such as Victorian or Georgian style. It would go through a downtown review board; it was a very high-level and specific review. He stated that regarding the Town, the requirements were, did the hotel meet the premium standards set forth by the ordinance? Also, were the color, style, Class A products, and landscaping in order?

Council Member Hunter inquired if the developer built according to the Town's standards and later wanted to change that property or development, and what measures were in place to keep the standards and the development the same. Mr. Trocquet stated that along with the Certificate of Appropriateness and the conditions of the overlay district if another developer were to come with a different development in mind, they would need to go through the entire same process. Restaurants would be a permitted use and would not need supplemental approvals.

Council Member Furr asked what was in place to ensure that it would not turn into an extended-stay hotel.

Mr. Trocquet shared that the conditions for hotels were that no more than 30% of rooms could be used for stays beyond thirty days, no rooms could be used for stays beyond sixty days, and if stays were beyond those requirements they would need and to meet the 500 sq. ft. requirements. Council Member Furr asked how staff would know if it was not an extended-stay hotel. Mr. Trocquet shared that there would be required reporting due to the Town such as reservations and length of stays and other reporting.

Mr. Perkins reiterated that before Council was not an application for an extended-stay hotel.

Applicant Steve Gulas was given an opportunity to speak. He shared that Tyrone's Tru by Hilton would be one of the nicest in the nation due to the 70% of Class A materials which would be glass and brick on four sides. He added that the red brick matched Publix and the brown brick would match Nikko. They would also place landscaping along Carriage Oaks Drive. The typical site for a Tru would be 1 acre and four-stories. Tyrone's would be a three-story hotel on 3.05 acres, there would also be more greenspace than most hotels. Through the hydrology study, that property was designed to be 75% impervious. The development would be less than 50%. He stated that he finally met with the Southampton HOA board, and although they were unhappy with the hotel, he would research the values. The last hotel in the area was the Fairfield Inn, the homes in the Preston Chase subdivision were going for \$341 per square foot, approximately \$433,000. Behind the Hampton Inn was no buffer and those homes were selling for \$400,000 to \$500,000. The Residence Inn was zoned for a hotel in 2015, and those adjacent homes priced up to \$1.4 million. The hotels in the area were great amenities for the neighborhoods. Extended family members could utilize them. Mayor Dial clarified that the Residence Inn was an extended-stay hotel.

Mr. Gulas shared that the difference between those hotels and Tyrone's would be the 70% class A materials, the parking lot located in the back, and the downward-facing lights. He stated that the local restaurants and businesses would benefit, also the new Fayette County Soccer Complex would benefit as well as the movie studios. It would be near the interstate. He stated that the initial retail Candler Plan had more parking spaces, and the new place had fewer parking spaces. This would mean less traffic with a hotel. It would be a 13,000 sq. ft. building.

Mayor Dial asked Mr. Gulas to ensure that the hotel would never be an extended-stay hotel. Mr. Gulas stated that within the Town's ordinance, it required 400 sq. ft. rooms for two people, extended stays require 600 sq. ft., and the development would have 300 sq. ft. rooms. That would leave no room for kitchens for cooking. 30% of the rooms could be made for cooking, however, they would not be able to get the necessary room count. The normal prototype would be 120 rooms, this hotel would have 84.

Mayor Dial asked for the length of the agreement. Mr. Gulas shared that it was a twenty-year franchise agreement.

Council Member Whelan asked for clarification on a previous comment. Tyrone's Tru by Hilton would be the nicest in the nation? Mr. Gulas shared that due to the 70% Class A materials, that was never required or accomplished, so yes. A typical Tru would have 25% Class A materials. He added that if you researched Tru by Hilton, there were a lot of yellow and blue which he had talked them out of and into using earth tones. The canopy would be off-white and charcoal. The signs would be yellow and blue.

Council Member Whelan addressed Mr. Gulas, although you did not solicit the Town and it was your product, you are giving us the best product you can according to the Town's strict requirements. Mr. Gulas stated that was correct.

Council Member Hunter stated that Mr. Gulas had mentioned that the buffer was unusual at the back of the hotel. He asked Mr. Trocquet to display the other hotels in the area to see how large the Southampton buffer was compared to the others. The Villages at LaFayette and the Hampton Inn buffer was (unofficially) 80ft. of wooded buffer, 111 ft. to the parking lot and a total of 194 ft. to the building. Mr. Trocquet then measured the Fairfield Inn to the adjacent apartments, which was a total of 85 ft. and the closest home to the building would be 450ft. The Residence Inn property line to property line would be 280ft. He then drew out Tyrone's buffers, a required 100 ft. buffer, 250 ft. to a home, then it would increase with the lay of the land up to 500 ft. between properties. Mr. Trocquet added that it seemed that Fayetteville and Peachtree City did not require wooded buffers or heavy screening which the Town would require.

Mayor Dial asked Mr. Gulas if he could commit to adding evergreen trees along the property line for additional screening. Mr. Gulas stated that he would add some evergreen trees. Mayor Dial added not to clear other trees just to add evergreens.

Mayor Dial asked about the lighting. Mr. Trocquet stated that it should be like Trilith lighting, facing downward and domed, goose-neck lighting. Mayor Dial asked if the lighting would be pointing toward the homes. Mr. Trocquet stated that it would be pointing downward and domed, unlike normal streetlights. There would also be no floodlights.

Mr. Gulas noted that the Town's ordinance required 1,000 ft. of lobby/exercise/common area, Tru by Hilton would have 4,000 sq. ft. Instead of larger rooms there would be a larger common area.

Council Member Whelan asked Mr. Trocquet to list all uses that were allowed within that zoning. Mr. Trocquet named them all. Mr. Perkins clarified that the list would not require Council's approval. Mr. Trocquet explained that two lists consisted of permitted and conditional. He began by stating all uses within the C-1 (lighter commercial) were allowed in C-2.

*Permitted uses:**All those permitted uses in the C-1 zoning district.**Aquariums, planetariums, botanical gardens**Assembly halls;**Automobile air conditioning equipment, sales and installation;**Automobile broker;**Automobile claims adjuster;**Automobile convenience and gas services;**Automobile upholstery shops;**Bail bonding services;**Billiard and pool halls;**Blood banks;**Body art studios (June 6, 2013);**Building materials dealers (garage doors, fencing, roofing, storm windows, kitchen, cabinets, wallboard, insulation);**Building materials establishments;**Carpet and vinyl flooring stores;**Catalog, mail order stores;**Churches and other places of worship;**Comedy clubs;**Consumer electronic repair services;**Drive-in restaurants;**Dwelling as an accessory structure to be used for security purposes;**Fast food restaurants;**Flea markets;**Flooring stores;**Funeral homes and funeral chapels, mortuaries, crematoriums;**Furniture upholstery shops;**Landscaping services;**Heating, air conditioning, ventilation supply stores;**Home appliance repair and related services;**Home health care services;**Hookah lounges (June 6, 2013);**Household and apparel sales and rental;**HVAC/plumbing/electrical contractors;**Indoor sports and recreation facilities;**Medical supply businesses;**Musical instrument sales and repair, musical supply sales including records, tapes and compact discs;**Natural materials dealers (lime, plaster, sand, gravel, lumber);**Nursing homes;**Packaging services;**Parcel and express services;**Playhouses;*

Plumbing supply stores;
Radio and television broadcasting stations (excluding transmission towers);
Recording and developing studios;
Service agencies;
Sign stores—Painting and lettering;
Swimming pool supplies, cleaning and maintenance services;
Training/rehabilitation services;
Upholstery, furniture services; and
Water-softening services.

Mr. Trocquet explained that although those uses were permitted, they still had to adhere to the overlay conditions, none of which allowed exterior storage, they required downward lighting, landscaping requirements, and a 75 ft. buffer. He then listed the conditional uses.

Conditional uses:

Animal hospitals and veterinary clinics;
Armored car services;
ATMs;
Automobile repair;
Automobile sales;
Automobile service stations;
Automotive parking establishments;
Bed and breakfasts;
Car wash services;
Commercial motor vehicle repair;
Commercial motor vehicle sales;
Farmers' markets;
General building contractors;
Golf cart sales and service;
Golf or baseball driving ranges;
Gun shops;
Health clubs and day spas;
Hotels (to include motels, lodging houses, inns and extended stay hotels);
Laundry and dry cleaning establishments including pick-up stations, package plants and coin-operated facilities;
Marine sales and parts;
Miniature golf courses;
Nursing homes (June 6, 2013);
Outdoor sports facilities and swimming pools;
Paint, glass and wallpaper stores;
Par 3 golf courses;
Plant nurseries;
Private or parochial schools;
Public utility facilities;

*Retail automobile parts and tire stores;
Small engine sales and repair; and
Tennis courts, clubs and facilities.*

Council Member Whelan thanked Mr. Trocquet and expressed that she wished for everyone to be aware of what uses were allowed in the existing zoned area. Mr. Trocquet stated that he would further discuss the conditions applied to each conditional use if necessary.

Mayor Dial shared that due to a Council Member's absence, the vote required a unanimous vote.

Council Member Hunter clarified that the vote would be based on the architectural features of the proposal, which would be a legal obligation. Just because a Certificate of Appropriateness is granted, there would still be an entire process the applicant would need to go through before a hotel would be permitted to be built. He asked Mr. Trocquet for clarification, and Mr. Trocquet stated that was true. Mr. Hunter continued and added that there was an entirely separate process that the applicant would need to go through to meet legal requirements. He clarified that currently, all that Council was reviewing and voting on was the look of the outside of the building. Mr. Trocquet clarified that his statement was correct. Mr. Hunter asked for clarification that staff had recommended that the applicant had met all regulatory requirements. Mr. Trocquet stated that the applicant met the minimum requirements of the overlay, and staff required the color to be changed. It was Council's responsibility to determine that it matched surrounding buildings and was consistent with the overlay requirements.

Council Member Furr asked for clarification on if the vote dies or if it was approved and what that would mean for the applicant. Mr. Davenport explained that the Certificate of Appropriateness was a gatekeeper for the development phase. The certificate clarified that the applicant had met the minimum threshold to develop in that area with a great number of architectural standards and setback requirements, etc. If Council felt that the minimum standards were met, it would be appropriate to approve if Council so chose. The approval would allow the applicant to move forward with step 1. He would then need to meet all other development standards that most developers enjoy without going through that process. The Certificate of Appropriateness was a unique process for that specific geographic area of the Town.

Mayor Dial referenced the last Council meeting where Council had to make an unpopular decision where the applicant had constitutional and property rights. It was the same in tonight's situation. He asked Mr. Davenport if tonight was a similar situation where the law applied. Mr. Davenport reiterated that the certificate was unique in that it was not something that the Town would normally do. In most cities, the first step would be to make sure that the zoning was appropriate, which in this case it was. The development would begin, not in Tyrone, however, due to the certificate process.

The certificate was an added layer to make sure the building looked like others in the surrounding area and the materials were those of which were required. The question was not if the applicant could build there, that was answered when the area was first zoned. The question was how it looked and did it meet the standards. If it did not, have the applicant return with those standards.

A motion was made to approve the Certificate of Appropriateness architectural approval for applicant Steven Gulas for parcel number 0726051.

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

Mr. Gulas approached Council and shared that a word that was left out was Technical Review Committee. The committee consisted of engineering, environmental, parking specifications, and more, all were required to obtain a land disturbance permit.

Mayor Dial wanted to ensure that the evergreen trees would be added to the buffer. Mr. Davenport stated that as part of the record, Mr. Gulas agreed to place them along the buffer. Mr. Trocquet also added (inaudible) that the Planning Commission would be involved in the development process.

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.*

Ms. Tallulakie Cosby spoke again, and she understood the legal decision. She stated that she worked in Clayton County and was an educator. She moved to Tyrone for a reason as she had watched the demise of Clayton County and remembered when Fairburn was a nice place to live. She added that some things money could not buy. Money could buy people but could not buy peace, loyalty, or integrity. She stated that Fayetteville was changing drastically. She and her daughter watched four people fill their carts with merchandise in Peachtree City and leave. It was unfortunate, she hoped that the hotel was not approved, who wanted a hotel at their front door, it was insanity. If you have a spirit of discernment, you already know what the plans were. She hoped that Council had the spirit of discernment. We know the changes that would come, we need to hire more police officers and fire safety personnel. Expect to see public service change and the schools change. She stated that she knew what was coming, she watched it happen in Clayton County and in Fairburn. We are watching it happen in Fayetteville and in Peachtree City. Money could not buy peace.

Council Member Furr addressed Ms. Cosby and stated that she had been a Council Member for nineteen years and that she had not taken one red penny from anyone. For you to insinuate that people could be bought I take it personally. I have never taken a dime, not one cent for political help and getting elected. I have done my darndest to do what was right. I think I did what was right tonight.

Mr. Washington spoke again stating that it all sounded great except for those that live in Southampton. If you have no skin in the game, it was easier to vote on. It was not if it was a Tru by Hilton or a Ritz Charlton, an extended-stay or regular hotel. At the front entrance would be a hotel and at the rear entrance would be 106 homes. They would be bookended by traffic, people, etc. He moved to Tyrone for a reason which was being thrown out the window. He loved Tyrone but felt that he was being pushed out.

Ms. Gwen Lindsay spoke again regarding children walking to the bus stop. It would not be safe for them anymore. Consider the kids, we never know who was out there watching our children walk to the bus stop.

Ms. Kim Robinson, who lives on Greenbranch Drive, shared that she felt something was already approved when the residence said no. Many times, it was voted to not have a hotel, but it kept coming back. She was a resident of Southampton since 2004 and had dinner with Council Member Furr the first night. We love the Mayberry feel, now we are trying to be big New York City or big Atlanta. We moved here to raise a decent family, who would stay in the hotel? Who are we catering to, not us. Why do we need a hotel in the front of the neighborhood where children were supposed to be playing? She listed that she heard, "probably", "maybe", "I think so", etc. The vote should have been stopped during the evergreen tree discussion, it was not black and white, not on paper. We do not want this to happen.

Mayor Dial explained that a hotel was approved for that area twenty-plus years ago. Tonight's vote was for brick color, lighting, and trees for an added buffer. The hotel was approved before the neighborhood and the Publix shopping center. Ms. Robinson stated that it was never disclosed when she bought the home. Mayor Dial stated that the zoning district was approved twenty-plus years ago.

Ms. Susan Poole, a resident of Southampton, stated that she understood the voting process, however, would Council want a hotel in front of their residence? She addressed Mr. Gulas also. She then addressed Southampton residents in attendance and told them to vote locally, for the state positions, and federally, your vote matters. She added remind their neighbors that there was an election every year, two years, and four years.

Mr. Eddie Martin who lives on Brunswick Drive, stated that he was ok with the hotel, it was not going to be an extended-stay hotel, and the Town needed to grow. We cannot make everyone happy.

Mr. Lindsay spoke again. He stated that when something was presented on paper, reality presented something different. The John Wieland developers told him that he would have 300 yards of buffer behind his home. He retired in 2002 from New York and told everyone about his future home while it was being built. When he returned in 2003 all the trees were gone, and Publix was built close to his home. The "downlighting" shown into his home. A proposal on paper and reality were two different things.

After the hotel was built there would be no control over who stayed there. He asked how long, if approved, it would take to be built. Mayor Dial stated that it would be up to the developer. Mr. Lindsay shared that he needed time to move, he would prefer a lake or a stream in his backyard, not a hotel. There would be no room for emergency vehicles behind the hotel, they would be in his backyard.

Ms. Gerrica Stewart who lives in Southampton, spoke regarding the blue and yellow colors of Tru by Hilton. We have Mr. Gulas' word that there would not be bright blue and yellow on the hotel, that was all we had. He lives in Fayetteville; they were not building a hotel in his neighborhood. There was also no guarantee that our home values would decrease. She stated that during the meeting she had told her husband that they were moving. She told Council that approving the development would force people out of their homes. The developer was not wanted in their neighborhood. All they were seeing were dollar signs, this was our livelihood going down the drain. She asked for a timeframe for development before she sold her home.

Ms. Horne spoke again regarding the added traffic. Residents had to deal with the Publix intersection and the Highway 74 intersection, adding a hotel would add even more traffic. She added that there would be a cut-through to Palmetto Road and Interstate 85. She asked where the overflow from the hotel's 84 parking spaces would be. It would affect the weight loss center and the restaurant.

Mayor Dial asked Mr. Trocquet to explain how the Town measured and mitigated traffic impact.

Mr. Trocquet explained that intersections were monitored for level of service. Intersections were graded A-F, by the Institute of Transportation Engineers for trip generation (numbers). If a particular use exceeded trip generation numbers by a certain amount, a traffic study would be requested as part of the development process and Planning Commission review. A full-blown study would come from the developer to measure the level of service impact on nearby intersections. He added that hotels usually generate approximately 0.5 trips per room during peak hours. Staff performed a preliminary study and found that during peak a.m. and p.m. hours, there would be 40 trips, which was low (.6 trips per minute). He added that he would ask the developer for a more accurate number. If there were over 1,200 trips per day, staff would ask for a traffic impact analysis.

Mayor Dial stated that certain brick colors and materials were approved, and that was staff's oversight that it would be adhered to. Mr. Trocquet stated that if the colors were to change, the applicant would come back before Council. Everything that was approved had to be used. Mayor Dial added that the building inspectors would also be inspecting the development.

Karla Johnson who lives on Brunswick Drive, stated that she believed that the meeting was because the developer was changing from one hotel to another. It seemed that the decision had already been made that there was going to be a hotel, but the residents did not want it. It was disheartening that their voices did not matter. She moved to Tyrone for a reason and had a small child attending Burch Elementary. Could Council sleep at night knowing that something happened to a child? A loophole was found, and Mr. Gulas was a businessman. Our voices were not heard, the rug was pulled out from beneath us. There was a trick, our voices fell on deaf ears. She was very disappointed that their voices were not heard.

Mayor Dial stated that he respected her comments and that it was never Council's intent to mislead anyone. The decision to allow a hotel was made twenty years ago. He shared that he did not want a hotel there but that did not matter. For that reason, he did not live next to a commercial district. Council's job was to make the hotel as palatable as possible. It now looked like other buildings in the area, it was now a three-story, not four-story. Council did not mislead anyone. He did not know what the decision was going to be beforehand. He promised that Council did not know the decision coming into the meeting that night.

Ms. Christine Noble, who lives on Brunswick Drive, spoke next. She stated that she was disappointed, had she known in 2005 what she knew now, they would not be here. She loved her neighborhood. She understood that zoning indicated that it was zoned for different uses, however, she never thought that a hotel would be built in front of her neighborhood. She hoped that the process would not continue, or she would have some soul-searching to do. She expected growth but did not feel comfortable with a hotel in front of the subdivision.

Ms. Anaya Martin, who lives on Brunswick Drive shared that it was her first Council meeting, and she wanted to be informed. She stated that she disagreed with her father's comments earlier and was against the development. She was disappointed and felt that the decision had already been made. She added that she had lived in the house since she was four, now she was twenty-four. She had always felt safe in Southampton. She felt that the younger children would not be able to experience the peace that she felt growing up there.

XII. STAFF COMMENTS

Mr. Perkins clarified that a Certificate of Appropriateness was unique and if the Town did not have one, the applicant would have come to staff to ensure that zoning allowed a hotel then begin development. It would have been a totally different process. To say there was a back door or loophole was untrue. The process was unique to Tyrone. The process with the same applicant over the last year was a public process. The zoning was established twenty years ago, and citizens were lucky that someone had just now come before Council to build. If it were not for the certificate process, residents would have awakened one day with dirt being moved.

Mr. Perkins informed Council that by this time of the year, public hearings would be scheduled for the Millage Rate, however, the process had been delayed by the Tax Commissioner and Assessor. Their goal was to get information to the cities by September and that there would be an extension. Staff would come to Council when more information was available.

Mr. Perkins reminded everyone that Magician Ken Scott and the Bubble Lady would be at the First Friday event tomorrow night at Shamrock Park from 6:00 p.m. to 8:00 p.m.

XIII. COUNCIL COMMENTS

Council Member Hunter shared that tonight's process was difficult. He stated that information was always available to Council before the meeting and that it was on the Town's website. When the applicant first came to Council he failed to meet the requirements on several occasions. Council denied the application which they were legally and morally obliged to do. He explained that when an applicant comes before Council with correct information, to deny the application would be immoral. Council Member Hunter shared that his two children were 10 years old, and they knew that their dad was above reproach, and he intended to continue that way. The process was emotional, he would not want a hotel in front of his home, but everyone had property rights. If the situation changed and it was a citizen coming before them, they would fight for their property rights too. He shared that if Council voted not to approve, it would end in a lawsuit. All taxpayers would be paying for a fight that the Town would likely lose because the applicant had the legal right to build once he met the conditions. It was a tough decision, but we had to do the right thing. He added that now the developer needed to meet those standards. Council Member Hunter stated that he did not feel good about his decision, but it was the right one. He heard those talking about Council Members taking bribes, keep your opinions to yourself. None of us have done that, we have financial obligations to submit every year as a public servant. He felt for those affected but it was a decision that had to be made, which was not made before the meeting.

Council Member Whelan stated that she had friends who lived in Southampton and empathized and sympathized but as Council Member Hunter expressed, Council had to do what was legal and moral. You may not like us for it, but you would if we were standing up for your rights. The same battle was fought when the citizens did not want Southampton or the Publix shopping center, that was when this battle was won for commercial development. She gave advice to anyone who ever moved to always look at the surrounding properties. It was not easy to find an isolated piece of property. She hoped that no one would move, and that Council made the development more palatable. Council loved Tyrone and she hoped that they would keep the impact to a minimum.

XIV. EXECUTIVE SESSION

A motion was made to move into Executive Session for one Real Estate item.

Motion made by Council Member Hunter, Seconded by Council Member Whelan.

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

A motion was made to reconvene.

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

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

XV. ADJOURNMENT

A motion was made to adjourn.

The meeting adjourned at 9:35 p.m.

Motion made by Council Member Hunter.

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

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 15, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Chief Randy Mundy

STAFF REPORT

AGENDA ITEM:

Consideration to purchase a 2024 Ford Utility Police Interceptor from Wade Ford under State Contract for \$45,904.00, and to have this vehicle fully equipped for patrol use by 144th Marketing Group for a price not to exceed \$9,995.00. Total Cost: \$55,899.00

BACKGROUND:

During the Town’s most recent budget workshop, and subsequent budget approval Council meeting, we discussed and received budget approval for the purchase of two fully equipped Ford F-150 Patrol trucks. We have been informed that there will be an extended wait for these vehicles. We were able to locate a 2024 Ford Utility Police Interceptor at Wade Ford that is currently available. The cost to purchase and equip the 2024 Ford Utility Police Interceptor is less than the previously requested amount for the equipped Ford F-150.

FUNDING:

100-30-54-2200

STAFF RECOMMENDATION:

Staff recommends that Council approves the purchase of the 2024 Ford Utility Police Interceptor from Wade Ford under State Contract for \$45,904.00, and to have this vehicle fully equipped for patrol use by 144th Marketing Group for a price not to exceed \$9,995.00. Total Cost not to exceed \$55,899.00

ATTACHMENTS:

Yes

PREVIOUS DISCUSSIONS:

2024/2025 Budget Workshop, 2024/2025 Budget Approval Council Meeting

144th Marketing Group, LLC
 611 Highway 74S, Suite 3000
 Peachtree City, GA 30269
 +1 7706312937
 www.144thfleet.com

Estimate

Section VI, Item 2.



ADDRESS
Maj. Van Brock 945 Senoia Road Tyrone, GA 30290

SHIP TO
Maj. Van Brock 945 Senoia Road Tyrone, GA 30290

ESTIMATE #	DATE
107485	08/05/2024

CUSTOMER PO
 Est #107004

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	2020+ PIU - Patrol			
36-2125	Push Bumper - PIU, Police Interceptor Utility 2020	1	370.00	370.00
36-2125PB	Pit Bar - PIU, Police Interceptor Utility 2020	1	335.00	335.00
36-2125W	Wing Wrap - PIU, Police Interceptor Utility 2020	1	235.00	235.00
36-6005S2	Push Bumper Channel Soundoff, 2 Hole	1	40.00	40.00
ENFRMS3E	12 LED Replacement Warning Module for nFORCE® Perimeter Lighting, SAE Class 1, 10-16v, Dual Color Blue/White - Forward facing with flood	2	95.00	190.00
MR6-B	SURFACE MOUNT or FLUSH MOUNT (Grommet* sold separately), Blue LEDs - bumper intersection	2	75.00	150.00
C3100U	CODE 3/C3100 Speak with Universal Brackets	1	160.00	160.00
ETSKLF101	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	1	475.00	475.00
21TR52MC	21TR 52" Multicolor Lightbar w/flood feature	1	1,495.00	1,495.00
3492L6	Xcel Siren, 12v, w/Light Control & Hard-wired Mic	1	360.00	360.00
MR6-B	SURFACE MOUNT or FLUSH MOUNT (Grommet* sold separately), Blue LEDs - tag	2	75.00	150.00
MICROPAK-DC-BW	Directional, 6-Pack LED Hide-a-Blast, 12-12V, 29FPs, multi color, blue/white	2	65.00	130.00
11.1005.STTBTL	Show-me taillight flasher	1	60.00	60.00
425-6508	Ford PI Utility (2020+) Integrated Pentax/Brother Contour Console - IPBCC	1	465.00	465.00
425-6260	JOTTO-Armrest	1	45.00	45.00
425-3704	Dual ABS Cupholder	1	40.00	40.00
475-1475	Space Creator Transfer Kit - VPTK (only transfers VP9 SC to PO Utility)	1	295.00	295.00
475-0968	PI Utility 2020+ HSEP - 2P (VP9 Space Creator)	1	105.00	105.00

ACTIVITY	DESCRIPTION	QTY	RATE	TOTAL
475-0923	Replacement Bio-Seat System for Ford PI Utility (2020+)	1	1,400.00	1,400.00
475-0848	PI Utility 2020+ Window Armor (Bar Style) for use with OEM Door Panels	1	275.00	275.00
425-0150/4154	Mamba Mount w/A-MOD XL (Tall Clamps) Console Side Mounted UNIVERSAL	1	545.00	545.00
475-2010	GR9-ZRT-AR-BLM-870 - Vertical Mount to Flat/Recessed Housing	1	425.00	425.00
Tint Premium - 2 Roll-ups	Tint Premium - 2 Roll-ups only	1	95.00	95.00
Graphics	Graphics - normal graphics all reflective.	1	375.00	375.00
Labor	Installation of the above, customer supplied camera and customer supplied radios.	1	1,530.00	1,530.00
Shipping	Shipping	1	250.00	250.00

SUBTOTAL	9,995.00
TAX	0.00
TOTAL	\$9,995.00

Accepted By

Accepted Date



PRICING PROPOSAL

DATE **Monday, July 29, 2024**

GA STATE WIDE CONTRACT 2024 UTILITY POLICE INTERCEPTOR (99999-001-SPD0000183-0006)

Account Manager: RON MORGAN

CUSTOMER **TOWN OF TYRONE**
 CONTACT **VAN BROCK**
 PHONE **770 487-4732 (206)**
 EMAIL vbrock@tyrone.org
 ADDRESS

VEHICLE		TRADE	
Vehicle	2024 POLICE INTERCEPTOR	Vehicle	
Color	AGATE BLACK METALLIC	VIN	
Stock #	RGA25459	Miles	
PRICING		Actual Value	
Vehicle Price	\$51,845.00	Tires	-
STOCK FEE	\$500.00	Mileage Adjustment	-
Tag/Registration Fee (estimate)	\$0.00	Mechanical repairs	-
DOC	\$0.00	Brakes	-
Vehicle Selling Price	\$52,345.00	Scratches / Paint	-
TOTAL UPFIT	\$0.00	Body Damage / Dents	-
Customer Rebates / GPC	- (\$6,441.00)	Extra Allowance	+
Difference	\$45,904.00	Allowance:	\$0.00
		FLEETTAIL	
Taxes 7%	+ \$0.00	Name	
Trade Payoff	+ \$0.00	Address	
Maintenance Plan 7 / 100	+ \$0.00	Phone	
Service PLAN 7 / 100	+ \$0.00	Email	
Shipping Fee	+ \$0.00		
Balance Due (estimate)	\$45,904.00		
Total Quantity	1		
Order Total	\$45,904.00		
NOTES			
<p><i>This sales order does not guaranty available. A purchase order is required to guarantee availability.</i></p>			

X
 Buyer _____ Date _____

Ron Morgan
 Account Manager _____ Date **7/29/2024**



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 15, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Chief Randy Mundy

STAFF REPORT

AGENDA ITEM:

Consideration to extend the Town’s service agreement with Embrey’s Towing with adjusted pricing.

BACKGROUND:

Our current service contract with Embrey's Towing is set to expire on August 17, 2024. Based upon Embrey's rising operational cost, they are increasing their pricing for certain services. Although there is no cost to the Town for these services, the Town Council must consider the improvement of the service agreement on an annual basis. The proposed pricing is in line with the Georgia Department of Public Safety's statewide intrastate rates and charges as they apply to nonconsensual towing (NCT).

FUNDING:

N/A

STAFF RECOMMENDATION:

Staff recommends that Council approves the extension of the Town’s service agreement with Embrey’s Towing with adjusted pricing

ATTACHMENTS:

Yes

PREVIOUS DISCUSSIONS:

Annual Service Agreement



GEORGIA DEPARTMENT OF PUBLIC SAFETY

STATEWIDE MAXIMUM RATE TARIFF NO. 5

INTRASTATE RATES AND CHARGES

Applying to

NONCONSENSUAL TOWING

As described in DPS Rule 570-38-7

O.C.G.A. § 44-1-13

MAXIMUM RATE TARIFF

NOTE: The rates contained herein apply to the towing and storage of vehicles improperly parked or trespassing on private property and removed at the request of the property owner or their authorized agent, without the prior consent of the vehicle's owner or operator.

ISSUED BY:

GEORGIA DEPARTMENT OF PUBLIC SAFETY

P.O. Box 1456

Atlanta, Georgia 30371-1456

ISSUED: 04/11/2024

EFFECTIVE: 06/17/2024

GEORGIA DEPARTMENT OF PUBLIC SAFETY
STATEWIDE MAXIMUM RATE TARIFF NO. 5
INTRASTATE RATES AND CHARGES
NONCONSENSUAL TOWING

SECTION 1 – BACKGROUND/INTRODUCTION

The rates prescribed in this tariff apply to all nonconsensual towing and storage movements within the State of Georgia for the removal and storage of vehicles improperly parked or trespassing on private property. (Exception: The governing authority of a municipality may require towing and storage operators to charge lower maximum rates on traffic moving between points within such municipality than those provided herein.)

APPLICATION OF TARIFF

This tariff governs rates, fares and charges for services related to the removal and storage for towing of trespassing vehicles on private property when towing is performed without the prior consent or authorization of the owner or operator of the vehicle.

GOVERNING LAW AND RULES

This tariff is authorized by O.C.G.A. § 44-1-13 and governed by Georgia Department of Public Safety Rules and Regulations Chapter 570-38-7.

DISCOUNTS FROM MAXIMUM RATES OR CHARGES

The rates and charges prescribed herein are maximum rates. Nonconsensual towing carriers (or "carriers") shall not exceed the maximum rates and charges set forth herein. However, carriers may negotiate lower rates at their discretion.

METHOD OF PAYMENT

Payment may be made by cash, money order, certified check or cashier's check. Carriers equipped to accept debit cards and major credit cards may do so at no additional charge to the owner or operator of the vehicle.

ISSUED: 04/11/2024

EFFECTIVE: 06/17/2024

GEORGIA DEPARTMENT OF PUBLIC SAFETY
STATEWIDE MAXIMUM RATE TARIFF NO. 5
INTRASTATE RATES AND CHARGES
NONCONSENSUAL TOWING

SECTION 1 – BACKGROUND/INTRODUCTION

POSTED NOTICE

The rates and charges prescribed in this tariff may only be assessed if the private property on which the trespassing vehicle is located has posted notice stating that any unauthorized vehicles will be towed. Such notices must conform to the sign specifications outlined in DPS Rule 570-38-7-.14. An owner of residential private property containing not more than four residential units is not required to comply with the posting requirements of O.C.G.A. § 44-1-13 and DPS Rule 570-38-7-.14.

IMPOUNDMENT RECORDS AND CONTRACTS

In lieu of executing a contract with a private property owner or their authorized agent, nonconsensual towing carriers removing trespassing vehicles from residential properties containing not more than four residential units may instead obtain advance, signed authorization from the property owner or authorized agent. Proof regarding any such authorization must be maintained by the wrecker service and furnished to DPS staff upon request.

ISSUED: 04/11/2024

EFFECTIVE: 06/17/2024

GEORGIA DEPARTMENT OF PUBLIC SAFETY
 MAXIMUM RATE TARIFF NO. 5
 INTRASTATE RATES AND CHARGES
 NONCONSENSUAL TOWING

SECTION 2 – RATES AND CHARGES

A. TOWING RATES AND CHARGES

- | | |
|--|--------------------------|
| 1. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less | Not to exceed \$228.00 |
| 2. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds to 20,000 pounds | Not to exceed \$390.00 |
| 3. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – per unit charge | Not to exceed \$585.00 |
| 4. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – combination unit | Not to exceed \$1,105.00 |
-

B. STORAGE RATES AND CHARGES

- | | |
|--|------------------------|
| 1. Storage for the first 24 hours, beginning at the time the vehicle is removed from the property | No charge |
| 2. Storage for any day or days the impoundment facility is closed and the vehicle's owner is unable to claim the vehicle | No charge |
| 3. Daily storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less | Not to exceed \$33.00 |
| 4. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds to 20,000 pounds | Not to exceed \$39.00 |
| 5. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – per unit charge | Not to exceed \$52.00 |
| 6. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – combination unit | Not to exceed \$98.00 |
| 7. Daily Storage fee for electric vehicles | Not to exceed \$60.00 |
| 8. Daily storage fee for electric vehicles that are damaged and require an isolation barrier | Not to exceed \$100.00 |

GEORGIA DEPARTMENT OF PUBLIC SAFETY
 MAXIMUM RATE TARIFF NO. 5
 INTRASTATE RATES AND CHARGES
 NONCONSENSUAL TOWING

SECTION 2 – RATES AND CHARGES

C. OTHER RATES AND CHARGES

Operator Fee

1. If vehicle has been hooked with hoisting apparatus or loaded by the wrecker service and the vehicle has not left the premises and the owner or operator produces ignition key and removes vehicle immediately.
 - (a) Operator Fee for vehicles with a GVWR of 19,999 or less Not to exceed \$ 130.00
 - (b) Operator Fee for vehicles with a GVWR of 20,000 or more Not to exceed \$195.00

Notification Fee

2. Notification fee may be charged within the first 24 hours where local law enforcement is notified in writing, by facsimile or other electronic means, in a manner acceptable to local law enforcement Not to exceed \$ 26.00
3. Notification fee may be charged after the first 72 hours Not to exceed \$ 65.00
4. The Notification Fees provided for herein SHALL NOT EXCEED a maximum total Notification Fee of \$91.00, cumulatively.
5. After 30 days, the process outlined in Chapter 11 of Title 40 of the Official Code of Georgia, related to abandoned motor vehicles, applies.

After Hours Fee

6. After hours fee may be charged if the vehicle's owner wishes to claim an impounded vehicle after the carrier's posted business hours Not to exceed \$ 65.00

ISSUED: 04/11/2024

EFFECTIVE: 06/17/2024

Randy Mundy

From: Trey Norris <embreystowing@gmail.com>
Sent: Wednesday, August 7, 2024 5:30 PM
To: Randy Mundy
Subject: Embrey's Towing Price Increase Request
Attachments: NCT Rates 2024.pdf; Updated Pricing 2024 Tyrone.xlsx

Caution: This email originated from an external sender. Verify the source before opening links or attachments.

With today's rising operating cost, we would like to request increasing the rates and charges in the Town of Tyrone Wrecker Services Contract. Our operating costs are up by 30% and a rate increase is much needed to sustain in today's economy.

Attached you will find the updated pricing as of June 17, 2024 for Georgia Department of Public Safety Maximum Rate Tariff NO.5 Intrastate Rates and Charges for Non Consensual Towing. I have also attached a spreadsheet with rates and charges we would like changed to. The rates in Red are current and rates in Black are new.

As a reminder these fees are charged to the vehicle owner, finance company, or insurance company. We will continue to tow all Town of Tyrone vehicles and equipment (Police, Public works, etc.) at no cost. Please let me know if you have any questions or concerns.

Thank you,
Trey Norris
Embrey's Towing Inc.
678-364-1807
embreystowing@gmail.com

STATE OF GEORGIA

TOWN OF TYRONE

TOWN OF TYRONE WRECKER SERVICES CONTRACT

THIS AGREEMENT made and entered into this _____ day _____, 20___, by and between THE TOWN OF TYRONE, GEORGIA, a political subdivision of the State of Georgia (hereinafter the Town), and _____(The wrecker service contractors shall individually or collectively hereinafter be referred to as the "Contractor").

WITNESSETH:

In consideration of the covenants and agreements herein mentioned and for good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Contract purpose.

The Town is an indirect beneficiary of this Contract to the extent that, under such Contract, the Town shall establish an obligation on the part of the Contractor to make available to the general public wrecker and related services when and as called upon by the Town of Tyrone. The Town shall establish the maximum rates for services rendered and shall safeguard the general public by assuring coverage while the Contractor is in the performance of this Contract. Upon execution of the Contract, the Contractor shall be bound to deliver services on the terms and conditions of this Contract. The "Town" shall include any Town official, whether law enforcement or otherwise, authorized to request wrecker services of the Contractor.

2. Contract period.

The term of this Contract shall be effective on the date of execution hereof and expire at midnight on _____, 20___; however, upon written approval of the Contractor and the Town, it may be extended to a second, or third year. Extension of this Contract into the second or third year shall be made thirty (30) days prior to the expiration date. By written agreement of extension, the Contractor agrees to the terms and conditions of this Contract for the next twelve (12) months' period.

3. Enforcement; official agent.

The provisions outlined in this Contract shall be supervised and enforced by the Chief of Police of the Town of Tyrone, or his designee. The Chief of Police shall act as an official agent of the Town of Tyrone.

4. Request for Services.

(a) The terms of this Contract are binding when requests for services are initiated by the Town in the normal course of business through an official of the Town's Police Department or other authorized agent of the Town. Normal course of business shall include but not be limited to the following circumstances: Instituting an arrest, removing immediate traffic hazards, removing an abandoned vehicle from the public right-of-ways, impounding stolen vehicles, removing illegally parked cars, any emergency situation requiring a wrecker vehicle summoned to assist in field operations, transporting vehicles to and from police headquarters or to the GBI crime lab or the Impound Lot for evidence collection and processing, removing a vehicle from the scene of an accident, unless otherwise directed by the Town, and such other services required by Town law enforcement in the interest of public safety.

(b) When the Town requests wrecker services as a courtesy (not in normal course of business) the terms of this Contract shall not apply. It shall be the responsibility of the Town official requesting the services to communicate to the Contractor of the "Private or Citizen Request". The Contractor shall not be bound to provide the services; however if such services are not to be provided, the Contractor shall immediately communicate such decision to the Town official requesting the services on the scene.

5. Responding to calls.

Unless otherwise provided herein, the Contractor assigned to a designated area shall be called by the Town for such wrecker services as set forth herein to be performed within the designated area. The Town official requesting such services shall indicate the number of wrecker vehicles required at the scene. If additional equipment or services are required, other than what can be provided by the Contractor, or if more than a reasonable amount of response time has elapsed, another Contractor may be summoned.

6. Response time.

Timely delivery of services is of the essence. The appropriate Contractor shall respond to a request for services and arrive at the scene within twenty (20) minutes from receipt of the call. If the contractor is unable to arrive within the allotted time, the Contractor shall immediately notify the requesting Town official who may then contact another Contractor to respond. In this event, and upon being advised of the cancellation, the contractor failing to respond shall notify its wrecker vehicle operator that the call has been canceled and such operator shall not proceed to the scene.

7. Types of services rendered.

The contractor shall be capable of rendering services which shall include but not be limited to the following:

- (a) Extricate and remove wrecked or disabled vehicles or equipment from the highways, roads streets, or other public thoroughfares and from such property in close proximity there to;
- (b) Tow or otherwise transport wrecked or disabled vehicles or equipment to such places as may be directed by the Town;
- (c) Remove cargo or other material from the highways, roads, streets, or thoroughfares which is part of a load being transported over such right-of-way;
- (d) Remove cargo or other material from highways, roads, streets, or other public thoroughfares to a site or location designated by the Town; and
- (e) Sweep up and remove broken glass or other debris when a vehicle is removed from the highways, roads, streets, or other public thoroughfare.

8. Charges for services.

(a) The Contractor shall be authorized to charge the general public certain fees, at rates not greater than those provided hereafter, for all services rendered pursuant to the provisions of this Contract. The term “services” shall include all notices to the vehicle owners, other paperwork, procedures, tools, equipment, and manpower necessary incidental to the removal of a vehicle, equipment, cargo, or debris to the Contractor’s storage facility, Police Department headquarters, Town Impound Lot, or other locations designated by the Town.

(b) All applicable rates shall be displayed in the Contractor’s business facility in a prominent manner for the convenience of vehicle claimants and the general public. Billings or statements of charges shall be itemized and clearly printed so any charge can be verified with the posted rates.

(c) The Contractor shall be authorized to charge the following rates for services rendered to the public pursuant to the provisions of this Contract:

- (1) For the purpose of seeking identification of the vehicle owner, security holders, or other interested parties; sending the required notification to the vehicle owner, security holders, Department of revenue, or other interested parties; and performing any and all other duties prescribed under the Official Code of Georgia, Title 40, Chapter 11, “Abandoned Motor Vehicles” the Contractor may charge an Administrative fee not to exceed Twenty-Five Dollars (\$25.00) in addition to an amount not to exceed Fifty Dollars (\$50.00) per letter for the first notice required under O.C.G.A. 40-11-2 (d) ; the Contractor may charge an amount not to exceed Fifty Dollars (\$50.00) per letter for the second notice required under O.C.G.A. 40-11-2(e) ; the Contractor may charge an amount not to exceed Twenty-Five Dollars (\$25.00) for advertising pursuant to State Law; the Contractor may charge an amount not to exceed One Hundred Dollars (\$100.00) to acquire any required court orders; and the Contractor may charge any additional amounts to cover other costs incurred under these requirements.

- (2) For those services enumerated in paragraph 7(a) through (e) above, types of services rendered, and for simple transporting of automobiles, motorcycles, and trucks with a gross vehicle weight rating of less than 10,000 lbs, from any point in the Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within the Town, the Contractor may charge an amount not to exceed Two Hundred Dollars (\$200.00) per vehicle;
- (3) For simple transporting of trucks with a gross vehicle weight rating between 10,001 lbs. & 20,000 lbs. from any point in The Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within The Town, the Contractor may charge an amount not to exceed Three Hundred Dollars (\$300.00) per unit;
- (4) For simple transporting of single unit trucks with a gross vehicle weight rating greater than 20,001 lbs. from any point in the Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within the Town, the Contractor may charge an amount not to exceed Seven Hundred and Fifty Dollars (\$750.00) per vehicle.
- (5) For simple transporting of combination unit trucks with a gross vehicle weight rating greater than 26,001 lbs. from any point in the Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within the Town, the Contractor may charge an amount not to exceed One Thousand and One Hundred Dollars (\$1,100.00) per vehicle.
- (6) When additional services are required, i.e. temporary repair to the disabled vehicle, or where necessary to remove the vehicle from an inaccessible location and to place it upon the public highway, road, or street, the Contractor shall be entitled to charge an additional amount for such services as follows:
 - (a) Single Units
 - Up to 10,000 lbs. \$180 per hour per unit
 - 10,001 lbs. – 20,000 lbs. \$280 per hour per unit
 - 20,001 lbs. and over \$460 per hour per unit
 - (b) Combination Units \$920 per hour per unit
 - (c) Any additional fees that the Contractor incurs when the use of a sub-contractor is required may also be charged to the vehicle owner.
- (7) Where flatbeds are necessary, the Contractor may charge an additional amount not to exceed Twenty-Five Dollars (\$25.00);
- (8) Where dollies are necessary, the Contractor may charge an additional amount not to exceed Fifty Dollars (\$50.00);

(9) Where it becomes necessary to drop the drive shaft on a vehicle in order to transport it safely, the Contractor may charge an additional amount not to exceed One Hundred Dollars (\$100.00);

(10) When it is necessary to remove a tractor/trailer axle, the Contractor may charge an additional amount not to exceed One Hundred Dollars (\$100.00) per axle;

(11) When it is necessary to connect air to a trailer, the Contractor may charge an additional amount not to exceed Twenty-Five Dollars (\$25.00);

(12) For storage of vehicles in excess of 24 hours, the Contractor is authorized to charge up to the following amount per day or portion of a day:

(a) Single Units

(1) Up to 10,000 lbs.	\$25.00 Outside	\$50.00 Inside
(2) 10,001 lbs. – 20,000 lbs.	\$35.00 Outside	\$70.00 Inside
(3) 20,001 lbs and over	\$50.00 Outside	\$100.00 Inside

(b) Combination Units \$100.00 Outside \$200.00 Inside

(c) The contractor shall not charge storage for a stolen vehicle that has been recovered until after the vehicle owner has been notified of the recovery by the Law Enforcement agency.

(d) Inside storage rates are double those established above for outside storage.

(13) The Contractor shall transport and store, without charge, any vehicle which was impounded and belongs to the family of the victim of a capital crime i.e. murder, rape, or kidnapping.

(a) Under no circumstances shall any Contractor have the authorization to charge any incidental charges that shall exceed the maximum charges as defined by this Contract.

(b) The Contractor shall tow vehicles needed for criminal or traffic accident investigation to or from the crime scene to Police Headquarters, Town Impound Lot, State Crime Lab, or any other site designated by the lead investigator without cost to the Town; provided,

(1) Except in the case of a capital crime, the Contractor may charge the vehicle owner, provided the owner is someone other than the Town, for the cost of towing the vehicle; however, this charge shall not exceed the amount that could have been charged for towing the vehicle directly from the crime or accident scene to the Contractor's lot regardless of how many times the Contractor had to move the vehicle, and

(2) Once the vehicle is parked on the Contractor's lot, the Contractor may charge storage fees after the owner of the vehicle has been notified by the Police department for the recovery or release of the vehicle.

9. Responsibility for charges; vehicle held as security.

The Town shall not be responsible to the Contractor for any amount whatsoever, but all monies owed to the Contractor, pursuant to the terms of the Contract, are the obligation of the owner of the vehicle removed and stored. Each vehicle shall stand as security only for the charges against that vehicle, and when vehicles are unclaimed, such vehicle may be sold as provided by Georgia law.

10. Release of vehicles.

- (a) No Contractor shall release any impounded or stored vehicle to any individual if a hold is placed by the Town Police Department. Once the hold is released from the vehicle, the Town shall provide written notification to the Contractor and the vehicle may be released.
- (b) No vehicle which is impounded or stored shall be released for auction, sale, or other means of disposal, other than to the owner or pursuant to a court order, unless the provisions and requirements of the Georgia Abandoned Vehicle Act have been met. The Contractor shall be furnished with a copy of this law and shall submit a notarized form affirming that the Contractor fully understands the requirements of the law. The affirmation shall be submitted to the Town Police Department.
- (c) Upon written notice from the Chief of Police or his respective designees, the Contractor shall release vehicles at no cost when wrongfully impounded by the Town. Whenever a fee dispute arises or a fee refund is requested, the Town shall make the final determination of settlement. If a refund is deemed appropriated, the Contractor shall be responsible for payment to the party within (3) business days of the notification from the Town.

11. Contractor’s responsibility for vehicle and personal property; inventory at scene.

- (a) The Contractor shall be responsible for all vehicles and property towed, transported or stored under this Contact, including all equipment and contents therein.
- (b) The Town official responsible for impounding a vehicle shall make an on-sight inspection of the vehicle and itemize in his report any apparent damages or missing items such as auto parts or accessories. The Town official shall also make an inventory of all items of value left in the vehicle. The impounding Town official shall retain a copy of the inventory form and attach it to his report.
- (c) The Contractor’s operator shall verify the accuracy of the inventory taken at the scene and confirm it by signature. The impounding Town official shall provide the Contractor’s operator with a copy of the impound form.

12. Hours of service.

- (a) The Contractor shall maintain adequate equipment and a sufficient labor force to meet their demand for services on a full 24-hour per day basis every day of the year. Standby crews and equipment are to be arranged so as to meet emergency situations under abnormal conditions.
- (b) The Contractor shall release impounded vehicles between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on holidays, and is not required to release vehicles between the hours of 5:00 p.m. and 8:00 a.m. and on weekends; However, the Contractor may charge an after- hours fee not to exceed Fifty Dollars (\$50.00) if they offer vehicle releases outside of the days and times established above.

13. Office and storage facilities; signs

- (a) The Contractor shall maintain a suitable headquarters facility to transact business and to accommodate the general public. The office shall be staffed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; except on public holidays; and such other additional times as the Contractor may offer. There shall be an employee who can be reached by phone 24 hours per day, every day of the year. Such facility shall be maintained properly clean and presentable at all times and shall be subject to inspection by the Town during normal business hours.
- (b) The Contractor shall have a storage area within Fayette County of an area of such size to safely accommodate 200 passenger automobiles, for storage of towed vehicles or equipment. Such storage area shall be within close proximity to the Contractor's designated area and be secured against free entry and in such a way as to give security to the property entrusted in the Contractor's care. Any storage area that is otherwise open must be enclosed with a fence of at least six (6) feet in height with barbed wire or razor topping to discourage theft, damage or malicious mischief. Such storage areas shall have security with a person in attendance at reasonable times. Such open area shall be paved or have a sufficient packed gravel surface to prevent problems in entry or exit during inclement weather. The Town shall be allowed to inspect the Contractor's facilities to insure compliance with these specifications during normal business hours.
- (c) In addition to the secure, outdoor storage facilities described in paragraph (b) above, the Contractor shall provide secure indoor storage facilities to accommodate any vehicles impounded for evidentiary purposes. It shall be the responsibility of the impounding officer or investigator to request secure storage and indicate same on the impound form at the time of impound. The Contractor may charge the vehicle owner additional fees for inside storage pursuant to Section 8, paragraph (c) (11) (c) of this agreement.

14. Wrecker vehicle, towing and other equipment.

- (a) The Contractor shall maintain in operating condition at all times the following equipment:
 - 1. A minimum of four (4) roll back or similar type wrecker vehicles capable of transporting motorcycles, light trucks, cars and/or any other motorized vehicle;
 - 2. A minimum of two (2) conventional type wrecker vehicles for winching vehicles out of ditches and other in-accessible locations; and
 - 3. A minimum of one (1) large wrecker vehicles capable of transporting any vehicle (over 26,001 lbs) such as a tractor-trailer truck.
- (b) Each wrecker vehicle shall carry and maintain a full compliment of service items, including fire extinguishers, chains, ropes, blocks, dollies, stop lights, flares, flashers, flood lights, hand tools, lock-out tools, shovels, axes, wrecking bars, brooms, and other tools necessary for lifting, extricating and righting of wrecked vehicles.
- (c) All wrecker Vehicles shall display the name and telephone number of the Contractor in not less that four (4) inch letters and numbers.

15. Company owners.

The Contractor affirms that its principal owners are not elected officials or employees of the Town. The Contractor shall not have in its employ any elected official or any employee of The Town.

16. Personnel.

- (a) The Contractor shall submit to the Police of Chief the names, addresses, social security numbers, and dates of birth of all persons employed and associates having a financial interest or ownership in the Contractor’s wrecker business. Each person listed by the Contractor shall consent to be photographed by the Police Department, sign a GCIC consent form, and be subjected to a complete background investigation. If, in the opinion of Town of Tyrone Chief of Police and Staff Attorney, any employee’s or associate’s background contains information that could be construed as presenting the possibility of loss or harm to property or persons in performing job duties under this Contract, notice in writing within thirty (30) days shall be provided from the Town to the Contractor. Such notice shall prescribe the findings and measure to be taken with respect to such employee or associate.
- (b) The Contractor shall submit to the chief of police the full names, addresses, social security numbers, and dates of birth of all subsequent additions or deletions of personnel within 24 hours of their employment or departure.
- (c) All drivers of the Contractor’s wrecker vehicles shall possess a valid Georgia Driver’s License as required by state law.

17. Records

- (a) The Town shall make inventory forms available to its officers for the services rendered under this Contract. In addition to any other information required by law, the following shall be indicated on the form:
1. The case number;
 2. The name of the Town official on the scene or requesting the wrecker services;
 3. The name of the wrecker vehicle operator;
 4. A description of the vehicle to be transported, including make, model, color, tag number and vehicle identification number;
 5. The on-site inspection results, identifying any physical damage and/or any missing auto parts or accessories;
 6. The time the wrecker operator arrived at the scene and the time such vehicle was delivered; and
 7. The location of the pickup and final destination.
- (b) Under the following conditions, an impound form shall be completed at the scene of the impoundment:
1. When a stolen vehicle is recovered;
 2. When vehicles impounded are sent to the state or county crime lab;
 3. When the driver of a vehicle is arrested, and it is determined that no authorized person can legally take possession of the vehicle;
 4. When the driver is taken to a medical facility and is not able to provide competent directions for the care and safekeeping of the vehicle;
 5. When an abandoned vehicle is impounded in accordance with federal, state, or local laws; and
 6. When an unattended vehicle is impounded as a result of a parking violation, road hazard, or other similar circumstances.
- (c) All other impounds in which the Contractor is summoned to the scene by the Town shall be treated as an impound, but it shall not be necessary to complete an impound form at the scene; however, the impound form must be complete within one hour of the impound.
- (d) The Contractor agrees that the Chief of Police, or his duly authorized designee, shall have access to and the right to examine any books, documents, papers or records of the Contractor relating to the Town's wrecker service business. Such business records of the Contractor shall be maintained for three years after the expiration of the Contract.
- (e) The Contractor shall immediately summon the Police upon determining that a theft or loss of a stored vehicle has occurred.
- (f) Any switching, removal, or relocation of a stored, impounded vehicle, or equipment from the initial facility to another facility under the Contractor's care shall be reported to the Town

by telephone or facsimile before the vehicle is moved with a written report to the Chief of police or his designee within 24 hours.

18. Contractor's liability; other insurance.

(a) General insurance requirements shall be applicable to the Contractor and any authorized subcontractor. Insurance requirements shall be based on conditions in place as of the date of the Contract's execution. The Town reserves the right to require adjustments in the level of coverage or waive any or all requirements based on information pertinent to this Contract.

(b) The following requirements shall also be applicable to the Contractor:

1. Evidence of insurance shall be provided to the Town prior to commencing operations under this contract;
2. Failure of any contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be constructed to conflict with the obligation of the Contractor concerning indemnification;
3. Any and all insurance required by this Contract shall be maintained during the entire term of this Contract;
4. The Town shall, without exception be given no less than thirty (30) days notice prior to cancellation for any and all reasons other than non-payment of premium; and
5. The Town shall, without exception, be given immediate notification in the event of cancellation for reasons of non-payment of premium.

(c) The Contractor shall procure and maintain insurance coverage which meets or exceeds the current requirements as established by the State of Georgia for private and permitted towing. Proof of coverage will be provided to the Chief of Police upon execution of this Contract.

19. Communications; cancellation.

- (a) The Contractor shall have two-way communications between their wrecker vehicles and the Contractor's main office.
- (b) In the event the Town cancels a request for wrecker services, the Contractor shall be responsible for communication with the wrecker vehicle operator of the cancellation and no fee shall be charged.

20. Town Owned Vehicles

Tyrone Police Department vehicles shall be towed at no cost to the Police Department or its designated repair facility.

21. Administrative Enforcement

- (a) The Contractor agrees that an Administrative Fine up to \$1,000.00 can be imposed by the Chief of Police for any violation of the provisions of the agreement.
- (b) The following schedule lists the fines for the described misconduct:
 - 1. For “jumping a call” by answering a call in another district without being summoned by the Police Department’s Communication E911, a fine of up to \$250.00 per incident after having received a written warning from the Chief of Police.
 - 2. For failure to meet the response time requirement, a fine up to \$50.00 per incident after having received two written warnings from the Chief of Police.
 - 3. For failure to render required services such as sweeping debris from roadway, a fine up to \$50.00 per incident after having received two written warnings from the Chief of Police.
 - 4. Overcharging for services governed by this contract, a fine up to \$1,000.00 after having received a written warning from the Chief of Police. The Contractor will refund any authorized fees in all cases where a vehicle owner is overcharged for services.

22. Suspension; termination of contract

- (a) The Town shall have the right to immediately suspend, upon verbal communication to a Contractor, any services if the Contractor fails to fulfill its obligations hereunder. Written notice shall thereafter be given to the Contractor within seventy-two (72) hours stating the cause for the suspension. The period of suspensions shall be until the Contractor has demonstrated its ability to comply with all terms and provisions of the Contract and has submitted to the Town, in writing, a satisfactory plan to eliminate or cure the violation.
- (b) The Town shall have the right to terminate this Contract if, after appropriate notice to a Contractor, the Contractor has failed to remedy any violation of this Contract within a reasonable time. In this event, written notice of termination shall be given to a Contractor specifying the effective date of such termination.
- (c) This Contract may be terminated, without cause, by any party hereto at any time by mutual consent. Either party may terminate this Contract, unilaterally, provided the other party is given at least sixty (60) days written notice prior to the effective date of termination.

23. Performance; approval to subcontract.

The Contractor shall perform all services contemplated herein as an independent contractor and not as agents or employees of the Town. The Contractor shall secure written permission from the Town prior to subcontracting any services required under the Contract.

24. Responsibility to obey all laws; license; permits

The Contractor shall conform to all federal, state and local laws, rules, ordinances and regulations now in effect and as may be hereafter enacted or revised. Specifically, the Contractor shall comply with all provisions and conditions of the Official Code of Georgia Annotated, Chapter 11 of Title 40, entitled "Abandoned Motor Vehicles". The Contractor shall also be responsible for securing and maintaining all federal, state, and local licenses and permits.

25. Standard of care,

The Contractor shall perform all services required under this Contract in a professional manner using that degree of care and skill ordinarily exercised by and consistent with the standards in the wrecker service industry.

26. Indemnification.

The responsible Contractor agrees to indemnify and hold harmless the Town, its officers, officials, employees, agents and servants from any and all claims, demands, actions, causes of actions, suits, damages, losses and expenses, of whatever kind or nature (including reasonable attorney's fees) arising out of or in connection with this Contract caused by or resulting from the omission or commission of an act, or neglect of a Contractor.

27. Severability

If any term, covenant or conditions of this Contract shall to any extent be declared invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term, covenant or condition hereof shall be valid and enforceable.

28. Entire agreement; modification.

This Contract contains the entire agreement between the parties hereto, and no representations, inducements, promises, commitments or agreements between the parties not contained and embodied within the terms of this Contract shall be of any force and effect. Contractor understands that as work progresses, this Contract may require modification.

Contractor agrees to negotiate in good faith relative to any such modification.

29. Compliance with Security and Immigration.

Compliance with Georgia's Security and Immigration Compliance Act of 2006 – O.C.G.A 13-10-91.
Firm(s) awarded bid shall verify the employment eligibility of employees through a Federal work authorization program.

IN WITNESS WHEREOF, all parties hereto have executed the Contract by and through their respective authorized officers or officials, and have caused their respective seals to be hereunto affixed, upon the day and year first above written.

Mayor.
Town of Tyrone

ATTEST : _____

Contractor

ATTEST: _____

III. References

Provide the names, locations, year, contact names and telephone numbers within the last five (5) years in the State of Georgia with whom you have had a working relationship, as references for the Town. (Preferably, the references should be governmental units.) References will be contacted and rated upon their satisfaction of service provided.

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Name	Project Location	Year	Contact Name and Phone Number



COUNCIL ITEM AGENDA REQUEST FORM

Department: Recreation

Meeting Date: 8/15/2024

Staff Contact: Lynda Owens

Agenda Section: Consent

Staff Report:

Item Description: Fall Family Picnic Crossroads Christian School

Background/History:

Consideration for approval of Crossroads Christian School’s Annual school picnic. September 27, 2024. Approximately 125 are attending. The time will be from 9:00 am – 1:00 pm, at Shamrock Park.

Findings/Current Activity:

Pending approval

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

Actions/Options/Recommendations:

Approval



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: August 1, 2024
Agenda Item Type: Consent Agenda
Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

EE Contract for Acrobatic Show Founders Day, October 5, 2024

BACKGROUND:

Background/History:

Consideration of Founders Day EE Contract not to exceed \$5,801.00.

They requested 50% deposit. Lawyers recommended 10%. The company requests a deposit of 25% please.

FUNDING:

\$5.801 Budget, Line Item#230-62.51.1350

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

Contract

PREVIOUS DISCUSSIONS:

Click or tap here to enter text.

Entertainment Contract

	Client/Purchaser	Talent
Name	Lynda Owens Town of Tyrone	Endless Entertainment LLC
Phone	(770) 487-4694	(202) 250-1525 (404) 496-5105
Address	950 Senoia Rd Tyrone, GA 30290	555 Whitehall St Suite R18 Atlanta GA 30303
Email	lowens@tyrone.org	meredith.endless@gmail.com

This contract for performance of services, dated [10/5/24], is made by and between Lynda Owens (hereinafter referred to as "Client") and Endless Entertainment LLC (hereinafter referred to as "Talent"). The parties hereto agree as follows:

1. SERVICES. Talent agrees to provide services in the general nature of performance for entertainment purposes. Services will be performed by an individual or individuals ("Performer") as specified by Client or designated by Talent. Talent shall provide services subject to and limited by the following specifications:

A. Event Information

- i. **Name of Event:** Town of Tyrone Festival
- ii. **Date and Time of Event:** Saturday October 5th, 2024 - 3-5pm
- iii. **Type of Event:** Festival
- iv. **Venue Name:** Town of Tyrone
- v. **Venue Address:** 950 Senoia Rd. Tyrone, GA 30290
- vi. **Event Contact Name:** Lynda Owens
- vii. **Contact Phone Number:** 770-487-4694
- viii. **Contact E-Mail Address:** lowens@tyrone.org

B. Performance Information

- i. **Performer(s):** Master Emcee / Dancing Stiltwalker
+
Master Lollipop Lyra Aerialist
+
Master Fire Performer
- ii. **Acts Per Day:** 2 HR Experience – Parade + 1 HR Stage Show
- iii. **Apparatus/Equipment:** Fuel station, lollipop lyra aerial rig
- iv. **Set Up Date & Time:** Saturday 2pm
- v. **Show Time(s):** 3-5pm
- vi. **Load Out Date & Time:** October 5th, 2024 5pm
- vii. **Type of Rigging Point:** N/AE
- viii. **Ceiling Height:** Over 15 ft
- ix. **Stage Dimensions:** N/A

2. PAYMENT. Client agrees to pay to Talent the total sum of [**five thousand eight hundred and one**] Dollars and [**sixty**] Cents (**\$5,801.60**) as compensation for services (the "Contract Amount"). This payment includes compensation for the Performer's fee, all site visits, prep/breakdown time, insurance, all necessary equipment, costumes, and travel.

Payment of the Contract Amount will be made as follows:

- A. A deposit equal to **ten percent (10%) (Five hundred eighty dollars and sixteen cents(\$580.16))** of the Contract Amount will be paid by Client to Talent at the time of execution of this contract. The remainder is requested to be paid 72 hours prior to your event date. Please let me know if you are ready to move forward, and we will send an invoice to confirm.
- B. The balance of the Contract Amount shall be paid to Talent by invoice or check (**payable to Endless Entertainment**

LLC). Client is responsible for any fees associated with payment (credit card transaction fees, booking fees from websites, PayPal service fees, etc).

- C. A \$50 service fee will be due for any check issued by Client to Talent but returned for insufficient funds or otherwise dishonored in addition to any other amounts due and payable under this contract.
- D. If Client fails to make payment to Talent when due under this contract, then Client shall, in addition to the amount otherwise due, pay to Talent all costs, interest, expenses and fees, including without limitation, court costs and attorney fees, incurred by Talent in connection with the collection (whether or not any proceeding is commenced in connection herewith) of such payment.

3. PERFORMER REQUIREMENTS. In addition to other items or matters specified herein, Client will provide the performers with:

- i. A secure backstage area or green room away from the public, including a clean and warm place for Talent to warm-up before and in between sets.
- ii. Client to provide parking for Talent.
- iii. Access to the venue with enough time to safely set up and break down equipment.
- iv. Access and facilities for any assistant deemed by Talent to be appropriate and necessary for the safe and successful completion of the contemplated performance.
- v. Client must provide permission from the venue for fire and/or aerial performances.
- vi. Client must provide any permits for fire performances.
- vii. If the performance is in a high traffic area of the event, Client or venue is to provide stanchions or personnel to keep patrons at a safe distance.

Attachment A to this contract outlines the technical requirements for aerial arts, contortion/acrobatics, dance sphere, lollipop lyra sphere, fire dance, and strolling tables.

4. PERMITS. Performers do not maintain any licensing or permits with respect to performance, rigging or un-rigging. Client assumes full responsibility for determining whether any license or permit is required for a contemplated performance, including any required rigging or un-rigging, and otherwise for determining and assuring that any applicable laws, ordinances, and regulations are complied with in connection with a contemplated performance. If Client determines that any licensing or permit is required in connection with a contemplated performance, Client shall coordinate with Talent with respect to obtaining such licensing or permit and shall bear the cost of such licensing or permit and any costs associated with that process.

5. SAFETY. The parties hereto agree and stipulate that safety considerations are paramount in connection with any contemplated performance.. Should Talent at any time believe that his or her safety has been compromised in any way or for any reason, then Client shall immediately, and before any performance is begun or continued, eliminate and cure the conditions causing the perceived threat to Talent’s safety. If Client is unable to do so in a timely fashion, then Talent shall not undertake any further performance, and this contract shall be deemed to have been fully performed by Talent.

6. WEATHER. If Client, based on generally available forecast information, reasonably believes that weather conditions are likely to prevent a safe or comfortable outdoor performance, then Client shall so inform Talent as early as practicable and in any event sufficiently in advance of the contemplated performance so as to allow Talent to avoid unnecessary travel and expense, in which case a voucher will be issued by Talent to Client in the amount of the deposit to be applied against a future performance, and no further payment will be due under this Contract. The deposit kept by talent covers choreography, booking fees, and performer scheduling. If cancellation occurs due to weather conditions after a Performer is in route to the performance site, then no voucher shall be issued, and Talent will retain the full deposit.

7. INSURANCE. Talent will carry performer’s insurance with a limit of \$1,000,000 for bodily injury and \$100,000 to premises. Copies of proof of insurance are available upon request. Client agrees that insurance as specified is sufficient to cover any and all claims, and Client waives any claim in excess of insurance limits. **IN NO EVENT SHALL TALENT OR ANY PERFORMER BE LIABLE TO CLIENT, OR TO ANY PERSON OR ENTITY IN PRIVITY WITH CLIENT, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT FOR ANY ALLEGED BREACH OF THIS AGREEMENT OR FOR NEGLIGENCE IN OR RELATING TO A CONTEMPLATED PERFORMANCE, AND CLIENT WAIVES ANY CLAIM FOR SUCH DAMAGES.**

8. CHANGES TO CONTRACT. Any changes to this Agreement must be in writing and signed by both parties. Unless otherwise specifically agreed to in writing in advance of a performance, any changes requested by Client that affect the details of a contemplated performance, including the music, the length of the performance, the available or required equipment

for the performance, the number of Performers, or the height of rigging, which are made less than 3 days in advance of the performance will require a minimum \$100 change fee which Client agrees to pay to Talent prior to start of the performance.

9. REFUND. In the event that a condition arises other than as specifically provided for in other provisions of this contract that is beyond the control of the parties, such as a natural catastrophe, war, riots, epidemics, strikes, an unforeseeable act (or order) of public authority, on-site mechanical difficulties (e.g., a power failure) that renders the performance contemplated by the contract impossible or unsafe, then the full deposit will be retained by Talent, but no further payment will be due under this contract. Talent may cancel this contract for convenience upon notice to Client at any time up to 30 days before the date of the contemplated performance, whereupon Talent shall refund the amount of the deposit and any additional amounts that have been paid on this contract within five (5) business days after such notice. Under such circumstances, any creative production time, choreography, and or rehearsal costs will be borne by Talent Client may cancel this contract for convenience upon notice to Talent at any time up to 30 days before the date of the contemplated performance, whereupon Talent shall retain the amount of the deposit.

10. JURISDICTION. This contract is to be construed and enforced according to the laws of the State of Georgia without regard to conflict of laws principles. Any legal or equitable action to enforce this Contract or to collect any amounts claimed due hereunder shall be brought in Fayette County, Georgia. Client agrees that venue in Fayette County, Georgia, is proper.,

11. RIGHTS AND REMEDIES. The rights and remedies afforded Talent and/or Client under the terms of this contract are cumulative and not exclusive of any and all rights and remedies otherwise available in law or in equity. In the event that any provision of this contract is determined to be unenforceable, then this contract shall be applied as if such provision were not a part of this contract. ,

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, 2024.

Town of Tyrone _____
(Client)

Endless Entertainment LLC _____
(Talent)

Meredith Hope

Name:Eric Dial _____

Meredith Hope Walters

Title:Mayor _____

Owner

Attest:

Dee Baker, Town Clerk

(TOWN SEAL)

PERSONAL GUARANTEE FOR NON-INDIVIDUAL CLIENTS

WHEREAS, the undersigned Guarantor represents that he/she shall benefit, whether directly or indirectly, from the making of this contract, and that the execution of this Guarantee is necessary to induce Avenir Arts LLC to enter into this contract. The undersigned Guarantor hereby unconditionally and irrevocably guarantees to Avenir Arts LLC the full and prompt payment of any and all amounts due under or in relation to this contract, including, without limitation any and all costs, interest, expenses and fees, including without limitation, court costs and attorney fees arising in connection with the enforcement or collection (whether or not any proceeding is commenced in connection herewith) of any or all amounts, indebtedness, liability and obligations under this Guarantee.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, 2024.

Print Name and Address:

ATTACHMENT A : TECHNICAL REQUIREMENTS

GENERAL REQUIREMENTS:

For all bookings, the Client will provide the Performer(s) with:

- i. A backstage area or green room away from the public, including a clean and warm place for Performer(s) to warm-up before and in-between sets.
- ii. Client to provide parking permits, parking vouchers, or parking reimbursement for Performer(s).
- iii. Access to the venue with enough time to safely set up and break down equipment.
- iv. Access and facilities for any assistant deemed by Performer(s) to be appropriate and necessary for the safe and successful completion of the contemplated performance.
- v. Client must provide permission from the venue for fire and/or aerial performances.
- vi. Client must provide any permits for fire performances if required by the venue.
- vii. If performance is in a high traffic area of the event, Client or venue is to provide stanchions or personnel to keep patrons at a safe distance.

PERFORMANCE SPECIFICATIONS:

AERIAL ARTS: The ceiling height must be a minimum of 12 ft for aerial sling and 15 ft for aerial silks. Performer(s) is qualified to safely rig all aerial equipment; however, some venues require a certified rigger (Client must check with the venue). **The rig point must hold a minimum of 2000 lbs of dynamic force for aerial performance. A 6 ft diameter clearance from the rig point to the floor is required (free of tables, guests, catering, drapery, décor, etc).** Clearance exceptions are made for aerial bartending/champagne pouring. Client or venue must provide a lift, ladder, catwalk access, or other means to safely reach proposed rig points for both set up and break down.

CONTORTION / ACROBATICS: Contortion can be performed on a stage, riser, dance floor, or platform. Size requirements vary between 4ft x 4ft up to 15ft x 15ft depending on the space available. Performer(s) can provide a small platform if needed.

DANCE SPHERE: Dance spheres are 6 ft in diameter on a 3-dimensional plane. Sphere inflation can be briefly loud (about 1-2 minutes), therefore an area separate from guests is requested for inflation. **Please note, most standard double doorways with hinged doors attached will NOT accommodate the inflated sphere.** The dance sphere performance can be in a designated place or the Performer(s) can roam if there is sufficient space. Performer(s) provide a trained and certified safety member to supervise both inflation and performance. There is a 10-minute maximum performing time in the sphere (per set).

FREESTANDING LOLLIPOP LYRA SPHERE: The freestanding lyra sphere is 9 ft high with an 8 ft diameter footprint. Set up takes 1 hour and break down takes 15 minutes. If there is no suitable rig point for aerial arts, Performer(s) can provide the freestanding lyra sphere as an alternative. The lyra sphere can be placed on an 8 x 8 (or larger) riser or platform. The riser or platform must be able to hold a minimum of 1000 lbs to support the sphere in use. If the lyra sphere is to be placed in a high traffic area, Client must provide stanchions to protect guests, the performer, and the equipment.

FIRE DANCE: Fire utilizes several props during each set (wands, fans, parasols, etc). **A minimum 10ft x 10ft space is required for fire.** A designated station for fueling is also required (this must be blocked off from guests). For indoor events, there must be adequate ventilation and ceiling height is preferred to be 10ft or higher (though lower ceilings may work depending on the size of the room). Performer(s) provide a trained and certified fire safety member to supervise both the performance and the fueling station. Please note, some venues may require permission from a fire marshal for fire performance. Clients must check directly with the venue for any permits or requirements for fire.

STROLLING TABLE: Strolling Tables are 5ft in diameter. They can be stationary if desired or roaming if space allows. Tables require 6 ft of circular clearance for roaming. Performer(s) provide a trained and certified safety member to assist the model/server and supervise performance.



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 15, 2024

Agenda Item Type: Presentation

Staff Contact: Chief Randy Mundy

STAFF REPORT

AGENDA ITEM:

Consideration to accept a financial donation from the Elk’s Club of \$2000.00 to be used for the purchase of uniforms and merit recognition pins for the Police Department

BACKGROUND:

The Elk’s Club has received funding through a grant that they wish to donate to the Tyrone Police Department. Elk’s Esteemed Ruler Steve Henderson and Police Chief Randy Mundy have agreed to use the funding, if approved, for the purchase of officer uniforms and merit recognition pins

FUNDING:

External source (donation)

STAFF RECOMMENDATION:

Staff recommends that Council approves the financial donation from the Elk’s Club of \$2000.00 to be used for the purchase of uniforms and merit recognition pins for the Police Department

ATTACHMENTS:

No

PREVIOUS DISCUSSIONS:

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COUNCIL ITEM AGENDA REQUEST FORM

Department: Community Development

Meeting Date: 08/15/2024

Staff Contact: Phillip Trocquet

Agenda Section:

Staff Report:

Item Description:

Fayette County Safety Action Plan presentation.

Background/History:

Last year, Fayette County was awarded federal grant monies as a part of the Safe Streets for All (SS4A) program. This program was developed as a part of the IIJA (Infrastructure Investment & Jobs Act) aimed at increasing road safety in local communities through infrastructure and planning investments.

Fayette County was awarded SS4A grant funding to develop a County-Wide Safety Action Plan (SAP) which is a critical first step in obtaining future infrastructure grant monies for each of the cities and the county. Each of the Fayette County Municipalities has a representative serving on the Steering Committee for the Safety Action Plan as the scope of the plan covers both the unincorporated and incorporated limits of Fayette County.

Findings/Current Activity:

POND Co. was awarded the RFP to develop the SAP which has been underway for the past few months. Before you tonight is a presentation on the scope of the SAP and their progress so far.

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

Actions/Options/Recommendations:

N/A



STAFF REPORT

Town Council Meeting

08/15/2024 | 7:00 pm | Regularly-Scheduled Meeting

Subject: Town Center Mixed Use Iterations

- 1. Background/History:** *The Town Center Mixed-Use ordinance was created as a result of the Town of Tyrone's Comprehensive Plan and Downtown Plan to serve the Town Center Character Areas with a zoning classification that permitted a mix of both commercial and residential development types.*
- 2. Findings/Current Activity:** *After subsequent rezoning applications, Town Council has directed staff to make modifications to the Town Center Mixed Use district in two phases. The first, phase presented in this text amendment is a request to remove Townhouses as a permitted use due to a concerns with the use type. The second phase will be a comprehensive review of both the Town Center Mixed Use district and the Town Center overlay to increase clarity of the language and to reduce ambiguity to ensure developments meet certain quality and performance metrics consistent with the development patterns desired in the downtown area. Staff has prepared Phase I of these text amendments in accord with this request.*
- 3. Actions/Options/Recommendations:** *It is staff's determination that these **red lined** revisions meet Council's request.*
- 4. Planning Commission Recommendation:**

Sec. 113-137. Town center mixed-use district (TCMU).

- (a) *Purpose.* The intent of the TCMU district is to provide a walkable, pedestrian friendly mixed-use environment only within the town center character area as outlined in the town's comprehensive plan. ~~Upon council approval, supplemental residential uses may be permitted.~~ The mix and density of commercial and residential uses shall be ~~when~~ complementary to and compatible with the orderly development of the nearby projects as determined by Town Council. The TCMU district will allow innovative and creative design and promote high standards in the development layout to alleviate incompatibility between internal and external uses.
- (b) *Requirements for a town center mixed-use district.*
- (1) No property over three acres may be rezoned to the TCMU district without the concurrent approval of a development plan by the town council following public review and recommendation by town staff and the planning commission. All property rezoned and developed pursuant to a single development plan shall be referred to herein as a "TCMU development".
 - (2) The boundaries of each TCMU development shall be as shown on the zoning map and shall correspond with the adopted development plan and be located within the town's town center district character area or within one of the following areas: (1) that area consisting of parcels of property lying north and west of Valleywood Road, east of the CSX rail line, and south of Tyrone Road; and (2) that area consisting of parcels of property bounded by Valleywood Road on the west, Highway 74 on the east, and Tyrone Road on the north.
- (c) *Application.* Each application to rezone a property or grouping of properties three acres or over to the TCMU district shall establish a development plan for the same and shall follow the procedures set out below:
- (1) *Pre-application conference.* Prior to filing a petition to rezone property to the TCMU district, the applicant shall meet with the zoning administrator to review the general character of the proposed development, including but not limited to, its scope, nature and location. At this time, the applicant shall be fully advised of the approval procedures contained herein as well as the various information and studies which the applicant may need in order to continue with said procedures.
 - (2) *Rezoning petition.* A petition to rezone property to the TCMU district shall only be submitted subsequent to the pre-application conference with the zoning administrator. The petition shall contain a development plan, if applicable, and a written summary of intent, and shall show the relation between the proposed development and the surrounding area, both proposed and existing. A petition to rezone property to the TCMU district shall follow the procedures set out in article III of this chapter.
 - (3) *Development plan.* The following information shall be submitted as the development plan for properties exceeding three acres:
 - a. General location map;
 - b. Current topographical map clearly showing existing conditions, including contour intervals of no more than five feet based on field survey or photogrammetric methods;
 - c. Map showing the existing floodplains as indicated by FEMA;
 - d. Existing and proposed land uses in the development site and all adjacent properties, including the approximate location of all streets;
 - e. Legal description of the subject property;
 - f. Location and use of existing and proposed public, semi-public, or community facilities such as schools, parks and other open space, including areas proposed to be deducted or reserved for community or public use;

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(Supp. No. 18, Update 1)

- g. Conceptual drawings of representative building types for all ~~non-residential~~ structures which indicate the proposed general architectural style and appearance; and
 - h. If a proposed development creates special problems or involves specific circumstances, additional information as required by the zoning administrator in order to properly evaluate the proposal as follows:
 - i. Off-street parking and loading plan;
 - ii. Economic feasibility report or market analysis;
 - iii. Area traffic study and circulation plan within the development and to and from existing thoroughfares;
 - iv. Hydraulic, hydrologic, and drainage engineering studies;
 - v. Environmentally sensitive areas, including, but not limited to: watershed protection, wetlands, or groundwater recharge impact study; and
 - vi. Based on the pre-application meeting with the zoning administrator, other information as is deemed necessary may be requested; in addition, any of the aforementioned required information (items (a) thru (h)) may be excluded if deemed not applicable.
- (4) *Summary of intent.* The written statement submitted with the development plan shall include the following information:
- a. Statement of the present ownership of all land within the proposed development;
 - b. Explanation of the character of the proposed development, including, but not limited to: a summary of uses, number and type of dwelling units, a net residential density calculation, and minimum standards for floor area, lot size, yard and spacing requirements;
 - c. General statement of the proposed development schedule and progression of unit development or staging; and
 - d. Agreements, provisions, and covenants which govern the use, maintenance, and protection of the development and any common or open space, including the provisions which will organize, regulate and sustain the property owners' association, where applicable.
- (5) *Approval.* After review and public hearing, the planning commission shall provide a recommendation to the mayor and council. After a public hearing the mayor and council may approve, disapprove or approve the rezoning and the applicable development plan with modifications. If the proposed rezoning and applicable development plan are approved as submitted, the zoning administrator shall cause the official zoning map to be changed to indicate the change in zoning and the boundaries of the property affected by the approved development plan. If the rezoning and applicable development plan are approved with modifications, the applicant shall file written notice of consent to the modification and a properly revised development plan with the zoning administrator prior to changing the official zoning map. The development plan and all other accompanying information shall be properly identified and permanently filed with the zoning administrator.
- (6) *Subdivision approval.*
- a. At the option of the applicant, a preliminary subdivision plat may be filed along with the development plan in order that tentative approval of the subdivision by the planning commission may be granted, pending the approval by the mayor and council of the development plan. In no case shall final subdivision approval precede the approval of the development plan.

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- b. Site development regulations, specifications, and procedures governing the platting of a TCMU development and plat approval shall be in accordance with the Town of Tyrone subdivision regulations and development regulations.
 - c. No combination of lots in excess of three acres shall be approved without a development plan.
 - (7) *Ownership control.* At the time a final plat is approved and recorded for a TCMU development, as applicable, the land comprising the area for the development shall be under one ownership, i.e., an individual, a corporation, or some other single legal entity. Individual lots may be sold only after the final plat has been approved and recorded and the deed contains sufficient covenants assuring the continuance of the TCMU development as originally approved and developed.
 - (8) *Building and occupancy permits.* The zoning administrator shall approve the issuance of building permits for buildings and structures in the TCMU development if they are in substantial conformity with the approved development plan, the development schedule, and with all other applicable regulations. A certificate of occupancy shall be issued for any completed building or structure if it conforms to the requirements of the approved development plan and all other applicable regulations.
 - (9) *Revision of development plan.* Any change in the approved development plan, which affects the intent and character of the development, the density or land use pattern, the approved uses, the location or dimensions of streets, or similar substantial changes, shall be reviewed and approved by the mayor and council upon the recommendation of the zoning administrator and planning commission. A request for a revision of the development plan shall be supported by a written statement as to why the revisions are necessary or desirable.
- (d) *Development standards.*
- (1) *Permitted uses.*
 - a. *Residential uses.*
 - 1. Single-family detached dwellings;
 - 2. ~~Townhouse dwellings;~~
 - 3. Multi-family loft dwellings as part of a mixed-use commercial structure; and
 - 4. Accessory uses and structures.
 - b. *Commercial and institutional uses.*
 - 1. Accounting, auditing and bookkeeping services;
 - 2. Adult day care centers;
 - 3. Advertising agencies excluding sign contractors;
 - 4. Amphitheaters;
 - 5. Antique stores;
 - 6. Apparel and accessory stores (including dressmaker and tailor);
 - 7. Appraisers;
 - 8. Aquaponics/Urban farming facilities;
 - 9. Arcades
 - 10. Art galleries;
 - 11. Art studios;

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12. Assembly halls;
 13. Attorneys;
 14. Auditoriums;
 15. Automobile claims adjuster;
 16. Bakeries, retail;
 17. Banquet halls;
 18. Barbershops and beauty shops;
 19. Bicycle repair shops;
 20. Blood donor stations;
 21. Blueprinting and photocopying services;
 22. Book and stationery stores;
 23. Bowling alley;
 24. Brew pubs & microbreweries;
 25. Business agents and brokers;
 26. Business incubators;
 27. Business service support establishments;
 28. Camera and photographic supply stores;
 29. Carryout/delivery establishments;
 30. Catalog mail order stores;
 31. Caterers;
 32. Churches and other places of worship and accessory facilities;
 33. Cigar stores and stands;
 34. Clerical;
 35. Collection services;
 36. College and university industry associated research and training facilities;
 37. Commercial photography, art and graphics offices;
 38. Commercial vocational schools;
 39. Computer or data processing offices;
 40. Counseling and guidance services;
 41. Credit reporting services;
 42. Cultural facilities;
 43. Dance schools;
 44. Day nurseries & day care centers;
 45. Delicatessen and gourmet food stores (with incidental catering);

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46. Dental care services;
 47. Detective agency and protective services (excluding armored cars and animal rental);
 48. Dinner theatres;
 49. Doctors/physicians' offices;
 50. Drafting services;
 51. Drugstores;
 52. Eating establishments, when accessory to a permitted use;
 53. Electric transformer stations, gas regulator stations and telephone exchanges;
 54. Employment agencies;
 55. Engineering, planning and architectural offices;
 56. Escape rooms;
 57. Fabric shops;
 58. Farm and garden supply stores (interior storage only);
 59. Farmers' markets;
 60. Finance, insurance and real estate institutions;
 61. Florists;
 62. Food specialty shops (ice cream, coffee, soda fountain);
 63. Furniture, home furnishing and appliance stores;
 64. Gift, novelty and souvenir stores (excluding adult novelty);
 65. Glass sales;
 66. Grocery stores limited to a floor area not exceeding 5,000 square feet;
 67. Gyms;
 68. Hardware sales;
 69. Health services clinics;
 70. Historical society/welcome, information centers;
 71. Hobby, toy and game shops;
 72. Home health care;
 73. Hotels;
 74. Household and apparel stores;
 75. Indoor sports facilities;
 76. Interior decorator services;
 77. Jewelry sales and repair;
 78. Key duplicating shops;
 79. Kitchen-ware stores;

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80. Laundry and dry cleaning pick-up stations;
 81. Lawn and garden supply;
 82. Libraries;
 83. Locksmiths;
 84. Management, consulting and public relations services;
 85. Manicure services (nail care);
 86. Meat, seafood and poultry markets (excluding live poultry);
 87. Medical and dental laboratories;
 88. Medical photography;
 89. Message answering services;
 90. Museums;
 91. Musical instrument sales and repair;
 92. News dealers and newsstands;
 93. Notary public;
 94. Occupational physical therapy;
 95. Office uses as part of a planned office center;
 96. Optician and optometry stores;
 97. Parcel and express services;
 98. Parks;
 99. Pet shops;
 100. Pharmacies;
 101. Photographic studios;
 102. Picture framing stores;
 103. Playhouses;
 104. Political organizations;
 105. Produce markets;
 106. Radio and television broadcasting stations;
 107. Radio, television and stereo sales and service;
 108. Recording and developing studios;
 109. Restaurants, general and convenience;
 110. Seasonal outdoor retail (activity for the sale of flowers, garden supplies, produce);
 111. Shoe repair and sales;
 112. Skating rinks;
 113. Solar generation facilities;

- 114. Specialized merchandise stores;
- 115. Specialized non-degree schools;
- 116. Sporting goods;
- 117. Swimming pools (prefabricated), hot tubs and spa sales;
- 118. Talent and theatrical booking agents;
- 119. Telecommuting centers;
- 120. Telephone business offices;
- 121. Ticket brokers;
- 122. Travel agencies;
- 123. Utility business offices;
- 124. Veterinarians; and
- 125. Visiting nurse associations.

(2) Dimensional and other requirements.

Site				Building		
Residential density, units per acre			4 u/a max	Height	Ground Floor Façade Height (min)/(max)	Floor Area min/max
Lot Type	Min Lot Area	Min Width	Coverage			
Detached SFD	7,200 SF	60'	60% max/lot	2 stories/35' max	10'–12' min/16' max	1,500 SF min
Commercial Townhouse	5,000 SF 1,500 SF	50' 20'	80% max/lot ** 70% max/lot	3 stories/45' max 3 stories/35' max	12' min/16' max 10'–12' min/16' max	30,000 SF max footprint 1,500 SF min
Mixed-Use Commercial	7,000 SF 5,000 SF	50' 50'	70% max/lot 80% max/lot	3 stories/45' max 3 stories/45' max	12' min/16' max 12' min/16' max	Loft unit: 800 SF min Commercial: 30,000 SF max footprint 30,000 SF max footprint
Mixed-Use	7,000 SF	50'	70% max/lot	3 stories/45' max	12' min/16' max	Loft unit: 800 SF min Commercial: 30,000 SF

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						max footprint
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*** Master-planned developments with an accompanying development plan are exempt from this requirement so long as shared community space provides an equivalent amount of usable recreational/park space within the development.*

New Commercial & Mixed-Use & Townhome Building Setbacks	
Primary street build-to zone	0' min/15' max
Side street setback	0' min/20' max
Side interior	0' or 5' min
Rear	0' or 3' min
Rear: abutting residential district	30' min
New Commercial/Mixed-use Build-To	
Building façade in primary street build-to zone (% of lot width)	70% min
Building façade in side street build-to zone (% of lot width)	40% min
New Detached SFD Building Setbacks	
Front (Street)	15'—20'
Side (Street)	15'—20'
Side (Yard)	5'
Rear	20'—25'

- a. No single structure may exceed a footprint of 30,000 square feet.
 - b. A 75-foot buffer shall be in effect along all bordering residential zoning districts coterminous with setbacks.
- (3) *Open space.*
- a. Open spaces shall be provided in conformance with the approved development plan.
 - b. Open space may utilize any of the following elements towards the open space calculation:
 - i. Required yards, planted areas, fountains, community gardens, rooftop gardens, parks, plazas, hardscape elements related to sidewalks and plazas, amenity space, and similar features.
 - ii. Required buffer areas may be counted toward open space requirements even if such buffer area is dedicated to the town or other governmental entity for recreation use, conveyed to a conservation group, or is subject to permanent easements for public use.
- (4) *Fencing materials.* No barbed wire, razor wire, chain-link fence, or similar elements shall be visible from any public plaza, ground level, or sidewalk level outdoor dining area or public right-of-way.
- (5) *Drive through uses.* Drive-through service windows and drive-in facilities are not allowed.
- (6) *Storefront requirements.*
- a. The length of facade without intervening transparency shall not exceed 20 feet.

- b. The ground story shall have a minimum 50 percent transparency.
- c. Entrances may be counted where they are transparent.
- (7) *Dumpsters and loading areas.* Dumpsters and loading areas shall be paved with impervious materials and shall be screened so as not to be visible from any public plaza, sidewalk-level outdoor dining area, public sidewalk or public right-of-way. In addition, dumpsters and loading areas serving residential uses shall be enclosed with opaque walls on three sides not less than eight feet in height, along with a gate or door.
- (8) *Loading dock entrances for nonresidential uses.* Loading dock entrances for nonresidential uses shall be screened so that loading docks and related activity are not visible from any public right-of-way.
- (9) *Building mechanical and accessory features.*
- a. Shall be located to the side, rear, or roof of the principal structure and shall be in the location of least visibility from the public right-of-way. Screening with plant or fence materials shall be required if the equipment is otherwise visible from the public right-of-way.
 - b. When located on rooftops, shall be incorporated in the design of the building and screened with building materials similar to the building.
 - c. Shall not be permitted between the building and any public street.
- (e) *Parking and site design standards.*
- (1) *Street requirements.* New streets shall be provided in conformance with an applicable development plan and should avoid culs-de-sac to the highest degree possible so as to contribute to a connected town center grid-network.
 - (2) *Inter-parcel connectivity.* Opportunities for inter-parcel pedestrian and vehicle access points between all contiguous commercial, office, or multifamily residential parcels shall be provided. Multi-use paths shall be provided with connectivity to the existing town multi-use path network in keeping with the town's path system design guidelines. Developments east of the CSX rail line must provide a separated-grade multi-use crossing to the Town's existing path network.
 - (3) *On-site parking.* Shall primarily be provided ~~on~~in the ~~side and~~ rear of commercial developments. Secondary or supplemental parking may be provided on the side of the property upon Planning Commission approval.
 - (4) *Off-site parking.* Required parking spaces shall be permitted to be provided on adjacent or nearby property within a TCMU district, provided said relocated spaces lie within 300 feet of the main entrance to the principal use for which such parking is provided.
 - (5) *Driveways and curb cuts.*
 - a. All sidewalk paving materials shall be continued across any intervening driveway at the same prevailing grade and cross slope as on the adjacent sidewalk clear zone. A corresponding interior sign or painted bar on the driveway shall be provided adjacent to the sidewalk paving as needed.
 - b. Except as required by Georgia Department of Transportation along state routes, no more than one curb cut shall be permitted for each development site, provided that properties with more than one street frontage may have one curb cut located on each street frontage. However, developments on properties with a single street frontage greater than 400 feet shall be permitted two curb cuts along one street frontage.
 - c. Driveway access for residential properties shall be in the rear or side of the home. Street-facing garages are not permitted.

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(Supp. No. 18, Update 1)

(Ord. No. 2019-06, § 1, 9-19-2019; Ord. No 2019-10, § 1, 11-21-2019)

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COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 15, 2024

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to award professional design and contract administration services for the 2024 Adams Lake Dam Improvements project PW-2024-10 to Schnabel Engineering, LLC for the fee not to exceed \$82,000.00.

BACKGROUND:

On March 21, 2024, the citizens of Fayette County voted and approved the 2024 SPLOST referendum. As part of the approved SPLOST 2024 projects, the Town contracted with Schnabel Engineering for professional services to perform a detailed evaluation of Adams Lake Dam. As a result of the evaluation and surveying, several items were identified as needing improvement.

These professional services include design, plans and specifications along with bidding and construction administration. The professional services are estimated to not to exceed a fee of \$82,000.00.

FUNDING:

2023 SPLOST - Fund 322-49-52.2213

STAFF RECOMMENDATION:

Staff requests that Council authorize the Mayor to execute and Award the professional engineering services for the 2024 Adams Lake Dam Improvements, project number PW-2024-10, to Schnabel Engineering, LLC for a fee not to exceed \$82,000.00.

ATTACHMENTS:

Schnabel Engineering proposal – Note: Contract Ammendment section is a draft that is under Legal Counsel Review.

PREVIOUS DISCUSSIONS:

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



T 770.781.8008 / F 770.781.8003
6445 Shiloh Road, Suite A / Alpharetta, GA 30005

schnabel-eng.com

April 5, 2024
Revised July 30, 2024

Scott Langford
Town of Tyrone
Public Works Director/Town Engineer
950 Senoia Road
Tyrone, Georgia 30290

(via email: slangford@tyrone.org)

**Subject: Proposal for Engineering Services, Adams Lake Dam, Town of Tyrone, Georgia
(Schnabel Reference 24170041.00P)**

Dear Mr. Langford:

SCHNABEL ENGINEERING, LLC (Schnabel) is pleased to present this proposal to the Town of Tyrone (Town) for engineering services associated with the existing earthen embankment dam, referred to as Adams Lake Dam. This proposal presents the background information, outlines the scope of services and specifies the fees for our work.

PROJECT BACKGROUND

Adams Lake Dam is located approximately ½ mile southwest of the intersection of Dogwood Trail and Joel Cowan Parkway. More specifically, the dam is located at Latitude North 33° 26' 50.0" and Longitude West 84° 35' 40.8". The dam is located on Gin Branch and consists of an earthen embankment with a maximum height of approximately 25 feet. The total crest length of the embankment is on the order of 600 feet. An asphaltic concrete paved public road, Adams Lake Drive, traverses the crest of the embankment.

Adams Lake Dam is listed in the Georgia Safe Dams Program (SDP) Inventory of Dams (with latest update on November 22, 2019) as a Category II structure with state identification number (ID#) 056-045-01846. Classification of a dam as a Category II structure indicates that failure or improper operation of the dam would likely not result in the loss of life. According to the SDP Inventory, Adams Lake Dam is being considered for possible reclassification, in that the structure is listed as "TBS" or "To Be Studied".

Schnabel is familiar with the dam given that our personnel were involved in the design and construction of the dam renovation, which was completed in 2004. The renovation consisted of the installation of a siphon spillway, regrading of the downstream slope, construction of an auxiliary spillway, and installation of a subsurface drainage system. The renovation design measures were designed to meet the requirements of a Category I structure being regulated by the SDP.

Town of Tyrone
Adams Lake Dam Engineering Services

More recently, Schnabel provided engineering services including the performance of a visual evaluation, observation of testing of the siphon system, and preparation of a field-run topographic and boundary survey. Based on the visual evaluation, a report was prepared describing our observations of the structure and documenting the deficiencies observed. The Town has requested this proposal to design remediation measures to address the following deficiencies identified in the visual evaluation report:

1. Overgrowth of inappropriate vegetation, to include large trees, on the embankment and within the vicinity of the plunge pool area;
2. Wave action erosion along the shoreline of the lake on the upstream slope;
3. Regrading and armoring of the outlet channel from the storm drain headwall in the right abutment to divert flows away from the upstream slope of the dam.

SCOPE OF SERVICES

Our scope of services will involve the following tasks:

- Armored Wave Berm Design
- Preparation of Remediation Plans
- Permitting Services
- Bid Phase Services
- Construction Phase Services

The following sections present the intended work to be performed by Schnabel.

Armored Wave Berm Design

Schnabel will utilize methodologies described in NRCS Technical Release No. 56, *A Guide for Design and Layout of Vegetated Wave Protection for Earthen Embankments and Shorelines*, to calculate the significant wave height for the dam. Using the results of this calculation, Schnabel will use NRCS Technical Release No. 69, *Riprap for Slope Protection Against Wave Action*, to determine the appropriate size and vertical extents of riprap armor above and below the normal pool elevation of the impoundment. Design calculations will be utilized to develop details for the armored wave protection berm that will be included in the remediation plans.

Preparation of Remediation Plans

Utilizing the previously performed topographic survey as a base sheet, Schnabel will develop remediation drawings detailing the repairs and improvements to the upstream slope of the embankment at or near the normal operating pool elevation and regrading and armoring of the storm drain outlet channel that discharges flows into the reservoir in the right abutment. The regraded outlet channel will be armored with riprap and underlain with a geotextile fabric and bedding stone. In addition, measures for the removal of trees on the downstream slope and in the vicinity of the plunge pool will be shown on the construction plans along with the establishment of permanent turf grass coverage. Schnabel will also develop a limited set of construction specifications to supplement the remediation plans. The construction specifications will be limited to the following items:

Town of Tyrone
Adams Lake Dam Engineering Services

- Erosion and Sediment Control
- Control of Water
- Surveying
- Clearing and Grubbing
- Stripping
- Excavation
- Earthfill
- Riprap
- Geotextile
- Topsoil
- Permanent Turf Establishment

The Construction Plans will also include preparation of an Erosion, Sedimentation, and Pollution Control (ES&PC) plan. These plans will reflect three phases for erosion and sedimentation control at the site. The ES&PC plans are required to apply for a Stream Buffer Variance (SBV) as described in subsequent sections of this proposal.

Permitting Services

Based on conversations with the Town, Schnabel understands that a SBV will be required. Utilizing the ES&PC plan, Schnabel will prepare and submit an application to the Georgia Environmental Protection Division (EPD) for an SBV. The EPD does not require a fee for the SBV; however, effort will be required by Schnabel to prepare the application and coordinate with the EPD to obtain approval. In our experience, the review and approval process for similar projects can require on the order of three to six months.

In that the construction work involves an existing dam, coordination with the U.S. Army Corps of Engineers (USACE) will be required. Based on our past experiences, the repair work may be accomplished under a Nationwide Permit (NWP) 3, which is a general permit to authorize specific construction activities within a stream channel or other waters of the United States. Coordination with the USACE may involve preparation and submittal of a Pre-Construction Notification (PCN) for concurrence by USACE. For this coordination work, we intend to use the services of an environmental consultant with whom we have worked with in the past as a subconsultant to coordinate USACE permitting. The work performed by our subconsultant will include a site visit to identify jurisdictional waters, preparation of the required documentation, and coordination with the USACE.

It is Schnabel's understanding that a Land Disturbance Permit (LDP) will be required. Schnabel will prepare and submit an LDP application along with the design documents (remediation plans and specifications) to the Town, who is identified as the Local Issuing Authority (LIA). Schnabel will anticipate addressing up to one (1) round of comments under this task. We note that if the total disturbed area exceeds one (1) acre, an NPDES (National Pollutant Elimination System) permit will be required. We assume the contractor will be responsible for obtaining all permits required to initiate the work prior to construction.

Town of Tyrone
Adams Lake Dam Engineering Services

Bid Phase Services

Upon completion of the permitting services, the Town will prepare, advertise, and distribute bid documents to interested contractors. Schnabel assumes that the Town will receive, compile, and organize questions received from contractors for the proposed work. Under this task, Schnabel will assist in the preparation of responses to questions from contractors.

In addition to preparing responses, Schnabel will develop a bid schedule and an engineer's opinion of construction costs for the remediation measures. The opinion of construction cost will be based on estimated quantities for significant items of work described by the construction plans and specifications, and unit rates based on Schnabel's experience and understanding of current dam construction labor and material price trends. Schnabel notes that participation in a pre-bid meeting and the preparation of bid documents are excluded from our scope of work.

Construction Phase Services

Services rendered by Schnabel under this portion of the proposed agreement will consist of observation and testing, and professional opinions and recommendations made in accordance with generally accepted dam engineering practices. Under no circumstance is it the intent for Schnabel to directly control the physical activities of the Contractor or the Contractor's workmen in accomplishment of their work on this project. The presence of our field representatives at the site is to provide the Town with a continuing source of professional advice, opinions and recommendations based upon our field representatives' observations and test results. We cannot be responsible for job safety except for our own personnel. Safe access to all areas requiring observations or tests shall be provided by the contractor at no cost to us.

In dam construction, engineering and testing services are important for numerous reasons, to include the following:

- To observe site conditions with respect to design assumptions. If site conditions vary from those assumed during the design process, modifications to the design in the field may be required.
- To observe construction activities with respect to the construction documents. If construction activities negatively impact design, the contractor and the owner will be notified.
- To provide written documentation to the Town at the completion of the project stating that the project was completed in general conformance with the project documents.

Our field engineering and construction testing services will include the following:

- Participation in a pre-construction meeting with the Town and the selected Contractor.
- Review of Contractor submittals for compliance with project specifications.
 - This service will include review and approval of the selected Contractor's control of water plan and materials intended for use on the subject project.
- Review and response to Requests for Information (RFI) and submittal documents prepared by the contractor.
- Observation of any soil fill placement and performance of compaction tests within embankment fill.

**Town of Tyrone
Adams Lake Dam Engineering Services**

- Preparation of daily reports to document construction activities. Construction observation reports will be reviewed by Schnabel’s design staff and forwarded to the Town. Under this task, Schnabel assumes the daily on-site presence of our engineer technician for five (5) consecutive days.
- Performance of up to three (3) periodic site reconnaissance by a Professional Engineer over the course of the installation of proposed remediation measures.
- Based on the result of a post-construction topographic survey, to be performed by the contractor’s approved surveyor, Schnabel will prepare a set of “as-built” (record) drawings. The record drawings will be used to evaluate whether the “as-built” construction layout (constructed grade surface) of the dam is in general accordance with the construction drawings and design intent.
- Assist in the performance of final inspections of the projects, and inform the contractor of items that need attention.

Schnabel’ scope of services during the construction phase of this project are limited to the items summarized above; however, for clarity, the following services will not be provided by our firm:

- Surveying for line and grade
- Coordinating access with property owners
- Monitoring of erosion/sedimentation control devices
- Monitoring for compliance with NPDES permit
- Traffic control design and/or coordination
- Professional services not detailed herein

EXCLUSIONS

Schnabel’s Scope of Work associated with this proposal does not include any of the following activities:

- Subsurface Exploration
- Geotechnical Analysis
- Permit Fees and Permitting Mitigation
- Services not specifically described herein

COMPENSATION

Schnabel will perform the Scope of Services described herein for the for the fees listed below. For clarity, a breakdown of the fees is presented at the task level.

- Armored Wave Berm Design \$ 3,000 (lump sum)
- Preparation of Remediation Plans & Specifications \$11,500 (lump sum)
- Permitting Services
 - Stream Buffer Variance Application \$ 3,500 (lump sum)
 - USACE Coordination \$ 7,000 (unit rate)*
 - Address LDP Review Comments \$ 3,000 (unit rate)*
- Bid Phase Services \$ 6,000 (unit rate)*
- Construction Phase Services \$45,000 (unit rate)**

Town of Tyrone
Adams Lake Dam Engineering Services

*These tasks will be performed on a unit rate basis and the extent of Schnabel and our subconsultants' services for these tasks will be dependent upon the actual level of effort and involvement necessary to complete the scope associated with these tasks.

**This task is highly dependent on the schedule and efficiency of the contractor, as well as other items that are beyond our control. Our budget does not account for contractor inefficiencies or schedule overruns. We strongly recommend that the Town establish means within their contract with the Contractor to recuperate additional costs due to contractor inefficiencies and schedule overruns.

Work performed outside the specified scope, to include meetings, will be billed at the unit rate specified in the Schedule of Fees. We recommend establishing a budget of \$3,000 for additional services to include meetings and consultations requested by the Town.

Our invoices will be submitted monthly or at intervals when considerable time charges have accrued, with a final invoice submitted after completion of the services outlined herein. Payment will be due on receipt of our invoices and will be considered past due 30 days after the invoice date. Interest at 1.5 percent a month will be charged on all overdue amounts. The attached Schedule of Fees and Standard Contract Terms and Conditions will apply to services to be provided under this proposed agreement. The rates on the Schedule of Fees and all remaining budgets will be maintained throughout the duration of the work described and authorized herein, with the remaining terms unchanged.

Town of Tyrone
Adams Lake Dam Engineering Services

AUTHORIZATION

To formalize our agreement, we request that you sign and return one copy of this proposal and attachments for our files. Please note that the attached Schedule of Fees and Terms and Conditions are a part of this agreement.

We appreciate the opportunity to present this proposal and look forward to continue working with you on this project.

Sincerely,

SCHNABEL ENGINEERING, LLC



Michael C. Gee, EIT
Senior Staff Engineer



J. Tyler Coats, PE
Senior Associate

MCG:JTC

- Enclosures:** Schedule of Personnel Fees 17-24.03 Dams
- Standard Terms and Conditions (two sheets)
- Addendum to Standard Terms and Conditions (five sheets)

The terms and conditions of this proposal, including the attached Contract Terms and Conditions are:

ACCEPTED BY: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____



SCHEDULE OF PERSONNEL FEES – SCHNABEL ALPHARETTA
Effective until December 31, 2024

Senior Consultant	\$322.00/hr
Principal	\$318.00/hr
Senior Associate	\$289.00/hr
Associate	\$256.00/hr
Senior Engineer/Technologist/Scientist	\$215.00/hr
Project Engineer/Technologist/Scientist	\$186.00/hr
Construction Resident Engineer/Resident Project Representative	\$186.00/hr
Senior Staff Engineer/Technologist/Scientist	\$165.00/hr
Staff Engineer/Technologist/Scientist	\$143.00/hr
Senior Technician II/Construction Resident Technician	\$135.00/hr
Senior Technician I	\$114.00/hr
Technician III	\$ 100.00/hr
Technician II	\$ 83.00/hr
Technician I	\$ 74.00/hr
Senior CAD Designer	\$165.00/hr
CAD Tech III	\$152.00/hr
CAD Tech II	\$138.00/hr
CAD Tech I	\$116.00/hr
Administrative	\$ 88.00/hr

NOTES:

1. Engineering fees will be based upon the actual hours charged for personnel multiplied by the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate. All travel expenses, including mileage, will be marked up 15% to cover the cost of handling, insurance, and overhead.
3. Special pickup and delivery expenses will be billed at cost plus 15%, or our prevailing hourly and mileage rates for our own personnel.
4. Overtime for Technicians is time for work on Saturday, Sunday, and Federal holidays, time in excess of 8 hours per day and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$15/hr. is added to the above rate for overtime.
5. Subcontracts for subsurface exploration, bulldozers, surveys, etc. are marked up 15% to cover the cost of handling, insurance and overhead.
6. Preparation time for deposition and trial testimony, as well as actual time for deposition and trial testimony will be charged at the hourly rate multiplied by 1.5.
7. Per Diem Rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website www.GSA.gov for the area in which the project is located, unless otherwise stated in the proposal.
8. Schedule of Fees will increase on January 1, 2025 and not less frequently than annually thereafter based on the Consumer Price Index as provided by the U.S. Department of Labor, Bureau of Labor Statistics but not less than 3 percent per year.

**SCHNABEL ENGINEERING, LLC
STANDARD CONTRACT TERMS AND CONDITIONS**

1. DEFINITIONS
 - 1.1 Schnabel Engineering, LLC, the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal. "Engineer" means Engineer and its employees, and subcontractors.
 - 1.2 The "Client" is the other party to this "Agreement."
 - 1.3 The "Contractor" is the responsible party providing construction for the subject Project.
2. ENTIRE AGREEMENT, SCOPE OF WORK
 - 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
 - 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."
3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES
 - 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation and no warranty or guarantee, either express or implied, is included or intended by this Agreement.
4. SITE ACCESS, SITE CONDITIONS, SAMPLES.
 - 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
 - 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
 - 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.
5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE.
 - 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
 - 5.2 At Client's request, client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
 - 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
6. THIRD PARTY RELIANCE UPON DOCUMENTS
 - 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
 - 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

**SCHNABEL ENGINEERING, LLC
STANDARD CONTRACT TERMS AND CONDITIONS**

7. ASSIGNMENT, SUBCONTRACTING
- 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
- 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.
8. TERMINATION, SUSPENSION
- 8.1 Either party upon 7 days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.
9. ALLOCATION OF RISK
- 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit.
- 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
- 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.
10. INDEMNIFICATION
- 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to indemnify and hold harmless Engineer from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
11. INVOICES, PAYMENTS
- 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
- 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.
12. DISPUTE RESOLUTION
- 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 12.2 The law of the Commonwealth of Virginia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the Commonwealth of Virginia and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
13. SEVERABILITY
- 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

DRAFT- UNDER LEGAL COUNSEL REVIEW

STATE OF GEORGIA
FAYETTE COUNTY

**AGREEMENT FOR PROFESSIONAL SERVICES
ADDENDUM**

This addendum to the “Standard Contract Terms and Conditions”, hereinafter the “Agreement” is entered into this 3rd day of September, ~~2023~~, by and between the Town of Tyrone, Georgia, hereinafter called “Client”, and Schnabel Engineering, LLC, hereinafter called “Engineer”, for the purpose of revising certain provisions contained in said Agreement.

WITNESSETH:

1. Section 5, pertaining to “Ownership of Documents, Restrictions on Reuse”, of said Agreement is hereby revised by adding a new Paragraph 5.4, to be read as follows:

“5.4 Nothing contained in this Section 5 is intended to affect Client’s obligations under the Open Records Act of Georgia, O.C.G.A. § 50-18-70 et seq. Both parties understand that documents provided to Client pursuant to this Agreement may be subject to disclosure under said Open Records Act. Furthermore, any disclosure of documents by Client pursuant to said Open Records Act shall not constitute breach of any of the terms of this Section 5.”

2. Paragraph 5.2 of Section 5, pertaining to “Ownership of Documents, Restrictions on Reuse”, of said Agreement is hereby revised by removing the second sentence of said Paragraph and by replacing it with the following:

“If Client acquires ownership of Documents prepared by Engineer, Client agrees;

a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to Engineer; and b) to the extent permitted by law, Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client.”

3. Paragraph 5.3 of Section 5, pertaining to “Ownership of Documents, Restrictions on Reuse”, of said Agreement is hereby revised by removing the fourth sentence of said Paragraph and by replacing it with the following:

“To the extent permitted by law, Client agrees to indemnify and hold harmless Engineer from and against any claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.”

4. Paragraph 6.1 of Section 6, pertaining to “Third Party Reliance Upon Documents”, of said Agreement is hereby revised by removing the third sentence of said Paragraph and by replacing it with the following:

“The parties understand that the Open Records Act of Georgia, O.C.G.A. § 50-18-70 et seq., places certain obligations on Client regarding the disclosure of documents and that Client may be required to distribute or disseminate Engineer’s Documents in order to comply with these obligations.”

5. Paragraph 8.1 of Section 8, pertaining to “Termination, Suspension”, of said Agreement is hereby revised by removing the second sentence of said Paragraph and by replacing it with the following:

“In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date.”

6. Paragraphs 9.1 and 9.3 of Section 9, pertaining to “Allocation of Risk”, of said Agreement are hereby removed in their entirety.

7. Paragraph 10.2 of Section 10, pertaining to “Indemnification”, of said Agreement is hereby removed in its entirety and replaced with the following:

“10.2 Indemnification of Engineer. To the extent permitted by law and subject to the provisions and limitations of this Agreement, Client agrees to indemnify and hold harmless Engineer from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, to the extent permitted by law, and except to the extent caused by Engineer’s sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and loss Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.”

8. Paragraph 12.1 of Section 12, pertaining to “Dispute Resolution”, of said Agreement is hereby removed in its entirety.

9. Paragraph 12.2 of Section 12, pertaining to “Dispute Resolution”, of said Agreement is hereby removed in its entirety and replaced with the following:

“12.2 The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of Fayette County, Georgia, and Engineer and Client hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.”

Except as expressly modified above, the Standard Contract Terms and Conditions continue in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

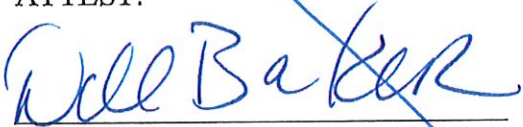
DRAFT

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Addendum to the Agreement, which shall be deemed an original on the date first above written.

TOWN OF TYRONE, GEORGIA

By: 
ERIC DIAL, Mayor

ATTEST:



ENGINEER:

SCHNABEL ENGINEERING, LLC


BY: 
(Authorized Signature)

NAME/TITLE:

J. Tyler Coats, PE, Vice President
(Please Print)

Address: 6445 Shiloh Road, Suite A
Alpharetta, GA 30005

ATTEST:


Michael Gee, EIT



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 15, 2024

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to award professional design and construction administration services for the 2024 Handley Dam Improvements project PW-2024-12 to Schnabel Engineering, LLC for a fee not to exceed \$113,500.00.

BACKGROUND:

On March 21, 2024, the citizens of Fayette County voted and approved the 2024 SPLOST referendum. As part of the approved SPLOST 2024 projects, the Town contracted with Schnabel Engineering for professional services to perform a detailed evaluation of Handley Dam. As a result of the evaluation, items were identified as needing improvement. Some of these items require assistance with engineering design, permitting, construction plans, technical specifications and construction inspections. Therefore, these professional services offered under this contract include design, permitting, plans, and specifications along with bidding and construction administration. The professional services are estimated to not to exceed a fee of \$113,500.00.

FUNDING:

2023 SPLOST - Fund 322-49-52.2213

STAFF RECOMMENDATION:

Staff requests that Council authorize the Mayor to execute and Award the professional engineering services for the 2024 Handley Dam Improvements, project number PW-2024-12, to Schnabel Engineering, LLC for a fee not to exceed \$113,500.00.

ATTACHMENTS:

Schnabel Engineering proposal – Note: Contract Ammendment section is a draft that is under Legal Counsel Review.

PREVIOUS DISCUSSIONS:

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



T 770.781.8008 / F 770.781.8003
6445 Shiloh Road, Suite A / Alpharetta, GA 30005

schnabel-eng.com

April 5, 2024
Revised July 30, 2024

Scott Langford
Town of Tyrone
Public Works Director/Town Engineer
950 Senoia Road
Tyrone, Georgia 30290

(via email: slangford@tyrone.org)

Subject: Proposal for Engineering Services, Handley Park Dam, Town of Tyrone, Georgia (Schnabel Reference 24170042.00P)

Dear Mr. Langford:

SCHNABEL ENGINEERING, LLC (Schnabel) is pleased to present this proposal to the Town of Tyrone (Town) for engineering services associated with the existing earthen embankment dam, known as Handley Park Dam. This proposal presents the background information, outlines the scope of services and specifies the fees for our work.

PROJECT BACKGROUND

Handley Park Dam is located about ½ mile northeast of the intersection of Tyrone Road and Joel Cowan Parkway. More specifically, the dam is located at Latitude North 33° 28' 58.0" and Longitude West 84° 34' 37.8". The dam is ¼ mile upstream of Lake Pendleton, is generally oriented in a north-south direction on the east side of the pond, and impounds an unnamed tributary of Flat Creek. Due to the dam height and impoundment volume, this dam is not included on the dam inventory list maintained by the Georgia Safe Dams Program (SDP).

Schnabel recently provided engineering services related to the dam, including the performance of a visual evaluation, hydrologic and hydraulic analyses, and a field-run topographic survey. A Preliminary Engineering Evaluation Report dated February 22, 2024, (referred to as the 2024 Report herein) was prepared by Schnabel that presented the observed and analyzed deficiencies of the existing structure and spillway system.

You have requested a proposal from Schnabel to design remediation/modification measures to the dam, prepare construction plans and technical specifications, and permit the proposed work. The following sections of this proposal define Schnabel's Scope of Services and fees.

**Town of Tyrone
Handley Park Dam Design Phase Services**

SCOPE OF SERVICES

Our scope of services will involve the following tasks:

- Remediation Design
- Preparation of Construction Plans and Technical Specifications
- Permitting Services
- Bid Phase Services
- Construction Phase Services

The following sections present the intended work to be performed by Schnabel.

Remediation Design

According to the results of the hydrologic and hydraulic analyses in the 2024 Report, the existing structure is hydraulically deficit and overtops during a ¼ Probable Maximum Precipitation (PMP) storm event. While the dam is not regulated at the state level, Schnabel recommends that the dam be rehabilitated in accordance with the standard of care for dams in Georgia, as defined by the SDP. Based on the size of the dam, the minimum design storm based on the standard of care would be the ¼ PMP storm event. Based on a review of original design information and the recent topographic survey, the structure was not construction as intended. Some key discrepancies from the design information include that the normal pool is approximately 1.5 feet higher than designed and no defined auxiliary spillway was constructed in the right abutment.

The proposed remediation measures will likely include construction of an earthen auxiliary spillway and raising the crest of the dam. We assume that the normal pool elevation of the lake will remain unchanged from the current level; however, if the Town desires Schnabel to evaluate an additional alternative remediation design with a lowered normal pool elevation, Schnabel could perform such an analysis for an additional fee. The elevation of the auxiliary spillway control section will be established so to not activate prior to the 50-year, 6-hour storm event. We note that design of the auxiliary spillway channel will generally follow the SDP engineering guidelines for auxiliary spillway attack evaluations; however, performance of an analysis to evaluate the integrity of the auxiliary spillway channel is excluded from this scope of work.

The crest elevation of the dam will be increased by means of compacted backfill such that an appropriate freeboard will be provided during the 1/4 PMP design storm event. In addition, the downstream slope, particularly in the vicinity of the current location of the principal spillway outlet headwall, will be flattened to improve stability and maintenance of the dam. To facilitate the regrading efforts, the principal spillway conduit will likely need to be extended and the outlet headwall will be removed and re-attached or replaced (depending on post-removal condition of the precast headwall) to the proposed outlet. A scour apron will be designed to improve energy dissipation downstream of the relocated outlet headwall.

A design report will be prepared with the construction plans and technical specifications. This report will provide a project background, outline the design methodology, and summarize the proposed design. Design calculations will be included as appendices to the report.

Town of Tyrone
Handley Park Dam Design Phase Services

Preparation of Construction Plans and Technical Specifications

Utilizing the previously performed topographic survey as a base sheet, Schnabel will develop construction drawings for the remediation measures of the dam. In addition, measures for the removal of trees on the embankment and in the vicinity of the proposed earthen auxiliary spillway and riprap-lined scour apron will be shown on the construction plans along with the establishment of permanent turf grass coverage. The Construction Plans will also include preparation of an Erosion, Sedimentation, and Pollution Control (ES&PC) plans. These plans will reflect three phases for erosion and sedimentation control at the site. The ES&PC plans are required to apply for a Stream Buffer Variance as described in subsequent sections of this proposal. In addition to the plans, Technical Specifications will be prepared for the work. The Technical Specifications will indicate/detail the work to be performed by the contractor and supplement the construction plans.

Permitting Services

Based on conversations with the Town, Schnabel understands that a SBV will be required. Utilizing the ES&PC plan, Schnabel will prepare and submit an application to the Georgia Environmental Protection Division (EPD) for an SBV. The EPD does not require a fee for the SBV; however, effort will be required by Schnabel to prepare the application and coordinate with the EPD to obtain approval. In our experience, the review and approval process for similar projects can require on the order of three to six months.

In that the construction work involves an existing dam, coordination with the U.S. Army Corps of Engineers (USACE) will be required. Based on our past experiences, the repair work may be accomplished under a Nationwide Permit (NWP) 3, which is a general permit to authorize specific construction activities within a stream channel or other waters of the United States. Coordination with the USACE may involve preparation and submittal of a Pre-Construction Notification (PCN) for concurrence by USACE. For this coordination work, we intend to use the services of an environmental consultant with whom we have worked with in the past as a subconsultant to coordinate USACE permitting. The work performed by our subconsultant will include a site visit to identify jurisdictional waters, preparation of the required documentation, and coordination with the USACE.

Schnabel understands that a Land Disturbance Permit (LDP) will be required. Schnabel will prepare and submit an LDP application along with the design documents (remediation plans and specifications) to the Town, who is identified as the Local Issuing Authority (LIA). Schnabel will anticipate addressing up to one (1) round of comments under this task. We note that if the total disturbed area exceeds one (1) acre, an NPDES (National Pollutant Elimination System) permit will be required. We assume the contractor will be responsible for obtaining all permits required to initiate the work prior to construction.

Bid Phase Services

Upon completion of the permitting services, the Town will prepare, advertise, and distribute bid documents to interested contractors. Schnabel assumes that the Town will receive, compile, and organize questions received from contractors for the proposed work. Under this task, Schnabel will assist in the preparation of responses to questions from contractors.

In addition to preparing responses, Schnabel will develop a bid schedule and an engineer's opinion of construction costs for the remediation measures. The opinion of construction cost will be based on

Town of Tyrone
Handley Park Dam Design Phase Services

estimated quantities for significant items of work described by the construction plans and specifications, and unit rates based on Schnabel's experience and understanding of current dam construction labor and material price trends. Schnabel notes that a pre-bid meeting and the preparation of bid documents are excluded from our scope of work.

Construction Phase Services

Services rendered by Schnabel under this portion of the proposed agreement will consist of observation and testing, and professional opinions and recommendations made in accordance with generally accepted dam engineering practices. Under no circumstance is it the intent for Schnabel to directly control the physical activities of the Contractor or the Contractor's workmen in accomplishment of their work on this project. The presence of our field representatives at the site is to provide the Town with a continuing source of professional advice, opinions and recommendations based upon our field representatives' observations and test results. We cannot be responsible for job safety except for our own personnel. Safe access to all areas requiring observations or tests shall be provided by the contractor at no cost to us.

In dam construction, engineering and testing services are important for numerous reasons, to include the following:

- To observe site conditions with respect to design assumptions. If site conditions vary from those assumed during the design process, modifications to the design in the field may be required.
- To observe construction activities with respect to the construction documents. If construction activities negatively impact design, the contractor and the owner will be notified.
- To provide written documentation to the Town at the completion of the project stating that the project was completed in general conformance with the project documents.

Our field engineering and construction testing services will include the following:

- Participation in a pre-construction meeting with the Town and the selected Contractor.
- Review of Contractor submittals for compliance with project specifications.
 - This service will include review and approval of the selected Contractor's control of water plan and materials intended for use on the subject project.
- Review and response to Requests for Information (RFI) and submittal documents prepared by the contractor.
- Observation of any soil fill placement and performance of compaction tests within embankment fill.
- Preparation of daily reports to document construction activities. Construction observation reports will be reviewed by Schnabel's design staff and forwarded to the Town. Under this task, Schnabel assumes the daily on-site presence of our engineer technician for 15 days.
- Performance of up to four (4) periodic site reconnaissance by a Professional Engineer over the course of the installation of proposed remediation measures.
- Based on the results of a post-construction topographic survey, to be performed by the contractor's approved surveyor, Schnabel will prepare a set of "as-built" (record) drawings. The record drawings will be used to evaluate whether the "as-built" construction layout (constructed

**Town of Tyrone
Handley Park Dam Design Phase Services**

grade surface) of the dam is in general accordance with the construction drawings and design intent.

- Assist in the performance of final inspections of the projects, and inform the contractor of items that need attention.

Schnabel' scope of services during the construction phase of this project are limited to the items summarized above; however, for clarity, the following services will not be provided by our firm:

- Surveying for line and grade
- Coordinating access with property owners
- Monitoring of erosion/sedimentation control devices
- Monitoring for compliance with NPDES permit
- Traffic control design and/or coordination
- Professional services not detailed herein

EXCLUSIONS

Schnabel Scope of Work associated with this proposal does not include any of the following activities:

- Subsurface Exploration
- Stability and Integrity Analysis of Earthen Auxiliary Spillway
- Permit Fees and Permitting Mitigation
- Services not specifically described herein.

COMPENSATION

Schnabel will perform the Scope of Services described herein for the for the fees listed below. For clarity, a breakdown of the fees is presented at the task level.

- Final Design and Preparation of a Design Report \$ 7,500 (lump sum)
- Preparation of Construction Plans and Technical Specifications \$ 13,500 (lump sum)
- Permitting Services
 - Stream Buffer Variance Application \$ 3,500 (lump sum)
 - USACE Coordination \$ 7,000 (unit rate)*
 - Address Town Comments \$ 3,000 (unit rate)*
- Bid Phase Services \$ 6,000 (unit rate)*
- Construction Phase Services \$70,000 (unit rate)**

*These tasks will be performed on a unit rate basis and the extent of Schnabel and our subconsultants' services for these tasks will be dependent upon the actual level of effort and involvement necessary to complete the scope associated with these tasks.

**This task is highly dependent on the schedule and efficiency of the contractor, as well as other items that are beyond our control. Our budget does not account for contractor inefficiencies or schedule overruns. We strongly recommend that the Town establish means within their contract with the Contractor to recuperate additional costs due to contractor inefficiencies and schedule overruns.

**Town of Tyrone
Handley Park Dam Design Phase Services**

Work performed outside the specified scope, to include meetings, will be billed at the unit rate specified in the Schedule of Fees. We recommend establishing a budget of \$3,000 for additional services to include meetings and consultations requested by the Town.

Our invoices will be submitted monthly or at intervals when considerable time charges have accrued, with a final invoice submitted after completion of the services outlined herein. Payment will be due on receipt of our invoices and will be considered past due 30 days after the invoice date. Interest at 1.5 percent a month will be charged on all overdue amounts. The attached Schedule of Fees and Standard Contract Terms and Conditions will apply to services to be provided under this proposed agreement. The rates on the Schedule of Fees and all remaining budgets will be maintained throughout the duration of the work described and authorized herein, with the remaining terms unchanged.

AUTHORIZATION

To formalize our agreement, we request that you sign and return one copy of this proposal and attachments for our files. Please note that the attached Schedule of Fees and Terms and Conditions are a part of this agreement.

We appreciate the opportunity to present this proposal and look forward to continue working with you on this project.

Sincerely,

SCHNABEL ENGINEERING, LLC



Michael C. Gee, EIT
Senior Staff Engineer



J. Tyler Coats, PE
Senior Associate

MCG:JTC

- Enclosures:** Schedule of Personnel Fees 17-24.03 Dams
- Standard Terms and Conditions (two sheets)
- Addendum to Standard Terms and Conditions (five sheets)

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

ACCEPTED BY: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____



SCHEDULE OF PERSONNEL FEES – SCHNABEL ALPHARETTA
Effective until December 31, 2024

Table with 2 columns: Job Title and Hourly Rate. Includes positions like Senior Consultant (\$322.00/hr), Principal (\$318.00/hr), Senior Associate (\$289.00/hr), Associate (\$256.00/hr), Senior Engineer/Technologist/Scientist (\$215.00/hr), Project Engineer/Technologist/Scientist (\$186.00/hr), Construction Resident Engineer/Resident Project Representative (\$186.00/hr), Senior Staff Engineer/Technologist/Scientist (\$165.00/hr), Staff Engineer/Technologist/Scientist (\$143.00/hr), Senior Technician II/Construction Resident Technician (\$135.00/hr), Senior Technician I (\$114.00/hr), Technician III (\$100.00/hr), Technician II (\$83.00/hr), Technician I (\$74.00/hr), Senior CAD Designer (\$165.00/hr), CAD Tech III (\$152.00/hr), CAD Tech II (\$138.00/hr), CAD Tech I (\$116.00/hr), and Administrative (\$88.00/hr).

NOTES:

- 1. Engineering fees will be based upon the actual hours charged for personnel multiplied by the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate. All travel expenses, including mileage, will be marked up 15% to cover the cost of handling, insurance, and overhead.
3. Special pickup and delivery expenses will be billed at cost plus 15%, or our prevailing hourly and mileage rates for our own personnel.
4. Overtime for Technicians is time for work on Saturday, Sunday, and Federal holidays, time in excess of 8 hours per day and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$15/hr. is added to the above rate for overtime.
5. Subcontracts for subsurface exploration, bulldozers, surveys, etc. are marked up 15% to cover the cost of handling, insurance and overhead.
6. Preparation time for deposition and trial testimony, as well as actual time for deposition and trial testimony will be charged at the hourly rate multiplied by 1.5.
7. Per Diem Rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website www.GSA.gov for the area in which the project is located, unless otherwise stated in the proposal.
8. Schedule of Fees will increase on January 1, 2025 and not less frequently than annually thereafter based on the Consumer Price Index as provided by the U.S. Department of Labor, Bureau of Labor Statistics but not less than 3 percent per year.

**SCHNABEL ENGINEERING, LLC
STANDARD CONTRACT TERMS AND CONDITIONS**

1. DEFINITIONS
 - 1.1 Schnabel Engineering, LLC, the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal. "Engineer" means Engineer and its employees, and subcontractors.
 - 1.2 The "Client" is the other party to this "Agreement."
 - 1.3 The "Contractor" is the responsible party providing construction for the subject Project.
2. ENTIRE AGREEMENT, SCOPE OF WORK
 - 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
 - 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."
3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES
 - 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation and no warranty or guarantee, either express or implied, is included or intended by this Agreement.
4. SITE ACCESS, SITE CONDITIONS, SAMPLES.
 - 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
 - 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
 - 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.
5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE
 - 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
 - 5.2 At Client's request, client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
 - 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
6. THIRD PARTY RELIANCE UPON DOCUMENTS
 - 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
 - 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

**SCHNABEL ENGINEERING, LLC
STANDARD CONTRACT TERMS AND CONDITIONS**

7. ASSIGNMENT, SUBCONTRACTING

- 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
- 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.

8. TERMINATION, SUSPENSION

- 8.1 Either party upon 7 days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.

9. ALLOCATION OF RISK

- 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit.
- 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
- 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION

- 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to indemnify and hold harmless Engineer from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11. INVOICES, PAYMENTS

- 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
- 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.

12. DISPUTE RESOLUTION

- 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 12.2 The law of the Commonwealth of Virginia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the Commonwealth of Virginia and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

13. SEVERABILITY

- 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

STATE OF GEORGIA

DRAFT - UNDER LEGAL COUNSEL REVIEW

FAYETTE COUNTY

**AGREEMENT FOR PROFESSIONAL SERVICES
ADDENDUM**

This addendum to the “Standard Contract Terms and Conditions”, hereinafter the “Agreement” is entered into this 1st day of September, 2023, by and between the Town of Tyrone, Georgia, hereinafter called “Client”, and Schnabel Engineering, LLC, hereinafter called “Engineer”, for the purpose of revising certain provisions contained in said Agreement.

WITNESSETH:

1. Section 5, pertaining to “Ownership of Documents, Restrictions on Reuse”, of said Agreement is hereby revised by adding a new Paragraph 5.4, to be read as follows:

“5.4 Nothing contained in this Section 5 is intended to affect Client’s obligations under the Open Records Act of Georgia, O.C.G.A. § 50-18-70 et seq. Both parties understand that documents provided to Client pursuant to this Agreement may be subject to disclosure under said Open Records Act. Furthermore, any disclosure of documents by Client pursuant to said Open Records Act shall not constitute breach of any of the terms of this Section 5.”

2. Paragraph 5.2 of Section 5, pertaining to “Ownership of Documents, Restrictions on Reuse”, of said Agreement is hereby revised by removing the second sentence of said Paragraph and by replacing it with the following:

“If Client acquires ownership of Documents prepared by Engineer, Client agrees; a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to Engineer; and b) to the extent permitted by law, Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client.”

3. Paragraph 5.3 of Section 5, pertaining to “Ownership of Documents, Restrictions on Reuse”, of said Agreement is hereby revised by removing the fourth sentence of said Paragraph and by replacing it with the following:

“To the extent permitted by law, Client agrees to indemnify and hold harmless Engineer from and against any claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.”

4. Paragraph 6.1 of Section 6, pertaining to “Third Party Reliance Upon Documents”, of said Agreement is hereby revised by removing the third sentence of said Paragraph and by replacing it with the following:

“The parties understand that the Open Records Act of Georgia, O.C.G.A. § 50-18-70 et seq., places certain obligations on Client regarding the disclosure of documents and that Client may be required to distribute or disseminate Engineer’s Documents in order to comply with these obligations.”

5. Paragraph 8.1 of Section 8, pertaining to “Termination, Suspension”, of said Agreement is hereby revised by removing the second sentence of said Paragraph and by replacing it with the following:

“In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date.”

6. Paragraphs 9.1 and 9.3 of Section 9, pertaining to “Allocation of Risk”, of said Agreement are hereby removed in their entirety.

7. Paragraph 10.2 of Section 10, pertaining to “Indemnification”, of said Agreement is hereby removed in its entirety and replaced with the following:

“10.2 Indemnification of Engineer. To the extent permitted by law and subject to the provisions and limitations of this Agreement, Client agrees to indemnify and hold harmless Engineer from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, to the extent permitted by law, and except to the extent caused by Engineer’s sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and loss Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.”

8. Paragraph 12.1 of Section 12, pertaining to “Dispute Resolution”, of said Agreement is hereby removed in its entirety.

9. Paragraph 12.2 of Section 12, pertaining to “Dispute Resolution”, of said Agreement is hereby removed in its entirety and replaced with the following:

“12.2 The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of Fayette County, Georgia, and Engineer and Client hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.”


Except as expressly modified above, the Standard Contract Terms and Conditions continue in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

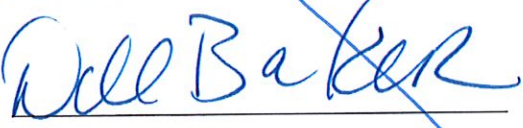
DRAFT

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Addendum to the Agreement, which shall be deemed an original on the date first above written.

TOWN OF TYRONE, GEORGIA

By: 
ERIC DIAL, Mayor

ATTEST:



ENGINEER:

SCHNABEL ENGINEERING, LLC

BY: 
(Authorized Signature)

NAME/TITLE:

J. Tyler Coats, PE, Vice President
(Please Print)

Address: 6445 Shiloh Road, Suite A
Alpharetta, GA 30005

ATTEST:


Michael Gee, EIT



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 15, 2024

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to award the purchase of a John Deere 3038E Compact Utility Tractor along with a John Deere 360 Heavy Duty Flail Mower to Ag-Pro for the amount of \$35,005.10.

BACKGROUND:

Whereas the Town is responsible for the maintenance of the Town owned roads and drainage systems, Public Works requested funding for the purchase of a small utility tractor and flail mower. This will allow staff to complete right-of-way clearing and detention pond clearing in tight spaces. The utility tractor is also ideal for sinkhole repairs, pothole repairs, and concrete spill clean-up along with other small road repairs. The compact utility tractor also provides a safer environment when the crew operates in or near the road’s travel lane. This will replace the 1998 John Deere utility tractor.

Three vendors were contacted for pricing, and staff received the attached three quotes. Because this equipment is over \$10,000, our procurement policy requires us to bid this on the Georgia Procurement Registry unless it is listed on State Contract. John Deere holds State Contract 99999-001-SPD0000177-0026 for Tractors and Mowers. The total price of \$35,005.10 includes a two-year bumper to bumper warranty and a five-year powertrain warranty. This equipment is within our approved FY24/25 budget.

FUNDING:

General Funds 100-40-54.2001

STAFF RECOMMENDATION:

Staff requests that Council award the John Deere Compact Utility Tractor model 3038E along with a John Deere 360 Heavy Duty Flail Mower to Ag-Pro for the total fee of \$35,005.10.

ATTACHMENTS:

Quotes,

PREVIOUS DISCUSSIONS:

Council Planning Workshop and Budget Requests in 2024.



Bid Tabulation
July 24 2024
Utility Tractor/Flail Mower Bid

Company Address	Ag Pro	Bobcat of Atlanta	Atlas Equipment/Massey Ferguson
	Newnan, Ga.	PTC, Ga.	Roopville, Ga.
Tractor	\$ 29,307.87	\$ 32,941.00	\$ 35,600.00
Mower	\$ 5,697.23	\$ 5,079.00	\$ 4,300.00
Total	\$ 35,005.00	\$ 38,020.00	\$ 39,900.00

Bids Received by Mitch Bowman

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
 81 Millard Farmer Ind Blvd
 Newnan, GA 30263
 770-254-0383
 WNewnanGM@agproco.com

Quote Summary

Prepared For:

TOWN OF TYRONE
 CITY HALL
 TYRONE, GA 30290
 Business: 487-4038

Delivering Dealer:

Ag-Pro
 Lilly Michael
 81 Millard Farmer Ind Blvd
 Newnan, GA 30263
 Phone: 770-254-0383
 mlilly@agproco.com

Quote ID: 30460419
Created On: 01 March 2024
Last Modified On: 01 March 2024
Expiration Date: 30 June 2024

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE 3038E Compact Utility Tractor Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22) Price Effective Date: February 1, 2023	\$ 29,307.87 X	1	=	\$ 29,307.87 ✓
JOHN DEERE 360 Heavy Duty Flail Mower Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22) Price Effective Date: February 1, 2023	\$ 5,697.23 X	1	=	\$ 5,697.23
Equipment Total				\$ 35,005.10

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 35,005.10
Trade In	
SubTotal	\$ 35,005.10
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 35,005.10
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 35,005.10



JOHN DEERE



Section X, Item 11.

Selling Equipment

Quote Id: 30460419 Customer Name: TOWN OF TYRONE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Ag-Pro
 81 Millard Farmer Ind Blvd
 Newnan, GA 30263
 770-254-0383
 WNewnanGM@agproco.com

JOHN DEERE 3038E Compact Utility Tractor

Hours:

Stock Number:

Contract: GA Tractors/Mowers 99999-001-
 SPD0000177-0026 (PG 2M CG 22)

Selling Price *
 \$ 29,307.87

Price Effective Date: February 1, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
148ALV	3038E Compact Utility Tractor	1	\$ 27,625.00	17.00	\$ 4,696.25	\$ 22,928.75	\$ 22,928.75
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1701	Factory Installed Loader with Bucket	1	\$ 6,644.00	17.00	\$ 1,129.48	\$ 5,514.52	\$ 5,514.52
4060	iMatch™ Quick Hitch Category 1	1	\$ 366.00	17.00	\$ 62.22	\$ 303.78	\$ 303.78
4110	Draft Links - Flat Bar (Standard)	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
5210	15-19.5 6PR R4 Industrial	1	\$ 182.00	17.00	\$ 30.94	\$ 151.06	\$ 151.06
6210	25x8.50-14 6PR R4 Industrial	1	\$ 72.00	17.00	\$ 12.24	\$ 59.76	\$ 59.76
Standard Options Total			\$ 7,264.00		\$ 1,234.88	\$ 6,029.12	\$ 6,029.12
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
	Customer Setup	1	\$ 350.00			\$ 350.00	\$ 350.00
			\$ 350.00			\$ 350.00	\$ 350.00
Suggested Price						\$ 29,307.87	
Total Selling Price			\$ 35,239.00		\$ 5,931.13	\$ 29,307.87	\$ 29,307.87

JOHN DEERE 360 Heavy Duty Flail Mower



JOHN DEERE



Section X, Item 11.

Selling Equipment

Quote Id: 30460419 Customer Name: TOWN OF TYRONE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Ag-Pro
81 Millard Farmer Ind Blvd
Newnan, GA 30263
770-254-0383
WNewnanGM@agproco.com

Equipment Notes:

Hours:

Stock Number:

Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22)

Price Effective Date: February 1, 2023

Selling Price *
\$ 5,697.23

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0484P	360 Heavy Duty Flail Mower	1	\$ 7,399.00	23.00	\$ 1,701.77	\$ 5,697.23	\$ 5,697.23
Standard Options - Per Unit							
1000	Heat Treated Side-Slicer Knives	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 7,399.00		\$ 1,701.77	\$ 5,697.23	\$ 5,697.23

Extended Repair Plan Proposal
PowerGard™ Protection Plan Residential

Date : March 1, 2024			
Machine/Use Information	Plan Description	Price	
Manufacturer JOHN DEERE	Plan Type:	Deductible:	
Equipment Type 3038E TRACTOR	Coverage:	Quoted Price	\$ 0.00
Model 3038E TRACTOR	Total Months:		
	Total Hours:		
THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.			

Proposal Prepared for:
I have been offered this coverage and

 Customer Name - Please Print

 I ACCEPT the Residential plan

 I DECLINE the Residential plan

 Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website (www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.



Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan (Note: A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513

- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address

- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- Membership number if required by the contract

For any questions, please contact:

Lilly Michael

Ag-Pro
81 Millard Farmer Ind Blvd
Newnan, GA 30263

Tel: 770-254-0383
Fax: 770-254-0693
Email: mlilly@agproco.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Section X, Item 11.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
81 Millard Farmer Ind Blvd
Newnan, GA 30263
770-254-0383
WNewnanGM@agproco.com



Quotation Number: **MC642015**
 Quote Sent Date: **Jul 17, 2024**
 Expiration Date: **Jul 31, 2024**
 Prepared By **Manuel Corrales**
 Phone: 770-337-4259
 Email: mcorrales@bobcatofatlanta.com

Customer
City of Tyrone
 Tyrone, GA,
 Phone: +17708818238

Contact

Dealer
Bobcat of Atlanta, Peachtree City, GA
 306 DIVIDEND DR.
 PEACHTREE CITY, GA, 30269

Item Name	Item Number	Quantity	Price Each	Total
CT4045 Compact Tractor - HST	M1636	1	25,832.40	25,832.40
Standard Equipment:				
Bobcat CT4045 HST			Four Wheel Drive	
Glow Plug Engine Pre-Heat			Rear Differential Lock	
Electric Key Shutoff			Brakes, Wet Multi Disc	
Horn			Fuel Heater	
Cupholder			Rear PTO	
Floor Mat			PTO Shield	
Toolbox			Three Point Hitch, Category 1	
Suspension Seat, Vinyl, Seat Belt, retractable			Hydraulic Three Point Lift Position Control System	
Hydrostatic Power Steering			Single Remote Valve 2port (HST only)	
Instrumentation: Hourmeter, tachometer, engine temperature, fuel gauge, and warning lights			Rear Three Point Hitch Return to Position	
Lights: headlights, tail lights, brake lights, hazard flashers and turn signals			Draw Bar, Adjustable	
Safety Interlock System			Lift rod Turnbuckle	
ROPS two post, Foldable *			Tires: Bobcat Industrial Tires	
Parking Brake			10 16.5 Front; 17.5-24 Rear	
Assembled Tractor with Assembled Loader	M1636-R01-C01	1	1,355.00	1,355.00
Factory Installed Front End Loader (FL9)	M1636-A01-C04	1	5,753.60	5,753.60
Total for CT4045 Compact Tractor - HST				32,941.00
Quote Total - USD				32,941.00
Sales total before Taxes				32,941.00
Taxes				0.00
Quote Total - USD				32,941.00

Customer acceptance:
 Quotation Number:: MC642015 Purchase Order: _____

Authorized Signature:
 Print: _____ Sign: _____



- HOME
- MANUFACTURERS
- BECOME A DEALER
- ATTACHMENT WIZARD
- PARTS
- MANUALS
- WARRANTIES
- ADD WARRANTY
- MEET THE TEAM
- CATALOG
- CONTACT

Smart Search

CELLI SIRIO S135

Send A Quote



Request Quote

Hi, my name is and I would like to get more information on this CELLI SIRIO S135 .

I can be reached by email at or by phone at .

Specs **Files**

Part #: SIRIO S135
Mfg: CELLI
Category: TRACTOR ATTACHMENTS
SubCategory: FLAIL MOWER TRACTOR
Industry: AGRICULTURAL
Machine Size: TRACTOR MAX HP 50
Attachment Size: 53" WORKING WIDTH
List Price: \$5,079.00 (not including Freight)
Inventory: SIRIO S135: 3 AFS / 3 QOH / 0 QOO / 852 ISBF
 CELLI HYDRAULIC SIDE SHIFT 53" WORKING WIDTH

For Bobcat



Showroom/Main Office
879 Pickens Industrial Dr.
Marietta, GA 30062
770-794-0500

GA Deer Farm Branch
850 Highway 27 N
Roopville, GA 30170
770-854-7867

Calhoun Showroom
161 Robinson Rd.
Calhoun, GA 30701
706-383-8767



To: City of Tyrone
From: Roger Harrod
Atlas Equipment
Ref: Bid for Tractor

1- Massey Ferguson Model 2606H
65 HP 4WD with Loader - 35,600.00

1- Ironcraft Heavy Flail Mower
Model FRF-165 - 4300.00

Total - 39900.00

Thanks
Ray IH
770-328-9462



COUNCIL ITEM AGENDA REQUEST FORM

Department: Community Development

Meeting Date: 08/15/2024

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Consideration to award purchase of an HP DesignJet 3600XL Plotter and authorize the mayor to execute an associated 5-year maintenance agreement to Milner Technologies in an amount not to exceed \$18,000.

Background/History:

The current lease on the Town’s HP 3500 Plotter through Repro Products has expired. Staff has budgeted for an outright purchase of a new plotter for this fiscal year as well as a 5-year maintenance contract/warranty. Milner was the low quote for this machine which will primarily serve Community Development and Engineering functions as well as miscellaneous needs of other departments.

Findings/Current Activity:

Staff budgeted \$25,000 in equipment for this fiscal year. This quote is approximately \$7,025 below budget.

Is this a budgeted item? YES If so, include budget line number: Community Development Equipment

Actions/Options/Recommendations:

Staff recommends approval of this purchase and the associated maintenance/warranty agreement.



HP DesignJet XL 3600 Multifunction Printer series

Experience a new standard with the most immediate and robust MFP in the market¹



Immediate results – fastest first page out¹

- Don't wait in front of your printer with the fastest first page out, in just 29 seconds.¹
- Free up your time with radically simple and fast batch PDF printing using HP Click software.³
- Quickly access your personal and group folders from the 15.6 inch touchscreen, so you can print and share right away.⁴
- Easily digitise your projects with automated scanning, user-centric quicksets, and post-editing capabilities.

A new standard – experience extreme reliability

- Built with the most robust design for demanding environments.¹
- Best fit for your office with up to 30% smaller footprint and the most quiet operation.⁵
- Flawless user experience thanks to automatic media loading and print stacking up to 100 pages.
- Get the lowest running costs, with mono and colour prints at the same price and using up to 10X less energy.¹

Secure – world's most secure large-format printer²

- Rely on the best network protection with features like HP Secure Boot and whitelisting.²
- Control who accesses the printer and its confidential documents with secure user authentication.
- Keep your fleet secure at any time with HP JetAdvantage Security Manager.

For more information, please visit <http://www.hp.com/go/designjetxl3600>

This printer is intended to work only with cartridges that have a new or reused HP chip, and it uses dynamic security measures to block cartridges using a non-HP chip. Periodic firmware updates will maintain the effectiveness of these measures and block cartridges that previously worked. A reused HP chip enables the use of reused, remanufactured, and refilled cartridges. More at: <http://www.hp.com/learn/ds>

¹ Based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Fastest first page out and up to 10 times less energy consumption based on internal HP testing for specific use scenarios. Operational costs based on low-volume LED technology under €17,000 in the market as of November, 2018. Operational costs consist of supplies and service costs. For testing criteria, see <http://www.hp.com/go/designjetxlclaims>.

² Requires purchase of the HP DesignJet XL 3600 Multifunction Printer series PostScript models or optional HP DesignJet PostScript/PDF Upgrade Kit.

³ Advanced embedded security features are based on HP review of 2019 published embedded security features of competitive printers, as of February 2019.

⁴ Using Lightweight Directory Access Protocol (LDAP).

⁵ 30% smaller footprint based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 40% of the share of low-volume LED printers in Europe according to IDC as of November, 2018. Measure done considering operational footprint (with the media drawer open). Most quiet operation based on comparable printers using LED technology and capable of printing D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Most quiet according to internal HP testing of open mode and ready/sound mode sound pressure (plain paper, line drawing, normal mode) compared to published specifications of competitive printers. For testing criteria, see <http://www.hp.com/go/designjetxlclaims>

Technical specifications

Print	
First page out	29 sec ¹ ; Wake-up time less than 10 sec (no warm-up time)
Print speed	180 A1/hr 19.3 sec/A1 3 A1/min ²
Print resolution	Up to 2400 x 1200 optimized dpi
Technology	HP Thermal Inkjet
Ink types	Dye-based (C, G, M, pK, Y); pigment-based (mK)
Ink drop	6 pl (C, M, Y, G, pK); 9 pl (mK)
Printheads	1 (C, M, Y, G, mK, pK)
Line accuracy	±0.1% ³
Multifunction capabilities	
Scan speed	Scan: Up to 7.62 cm/sec (colour, 200 dpi), up to 25.4 cm/sec (greyscale, 200 dpi) Copy: Up to 15.24 cm/sec (colour, 200 dpi), up to 25.4 cm/sec (greyscale, 200 dpi)
Scan resolution	Up to 600 dpi
Technology	Sheetfed, CIS (Contact Image Sensor)
Scan format	JPEG, TIFF and multipage TIFF, PDF and multipage PDF ⁴
Scan destinations	USB, shared network folder, printer HDD, email
Maximum scan length	50 m (PDF), 12 m (TIFF), 8 m (JPEG) ⁵
Thickness	0.8 mm
Media	
Handling	Sheet feed, spindle-less drawers, automatic front-loading roll feed, smart roll switching ⁶ , integrated output stacker ⁷ , media bin, automatic horizontal cutter Scanner: straight-through scan paper path for sheet and cardboard originals
Roll size	279 to 914-mm width, up to 200-m length, 3-in core (default) or 2-in core (optional)
Sheet size	210 x 279 to 914 x 1219 mm
Standard sheets	A4, A3, A2, A1, A0
Grammage	60 to 328 g/m ²
Thickness	Up to 0.5 mm
Applications	
	Line drawings; Maps; Orthophotos; Presentations; Renderings
Memory	128 GB (file processing) ⁸
Hard disk	Standard, 500 GB (AES-256 encrypted)
Connectivity	
Interfaces	Gigabit Ethernet (1000Base-T), Wi-Fi (with optional Jetdirect accessory), supporting the following standards: TCP/IP, BootP/DHCP (IPv4 only), DHCPv6, TFTP (IPv4 only), SNMP (v1, v2c, v3), Apple Bonjour Compatible, WS Discovery, Embedded Web Server (HTTP, HTTPS), IPsec, SMTP (email), Raw IP printing (9100), LPD, IPP, WS print, NTLM v2, SMBv3, SSL/TLS, 802.1X authentication (LEAP, PEAP, EAP-TLS), DFS
Native print languages	PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7, HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4 Non-PostScript Printer: HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4
Print languages (optional)	Non-PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7
Printing paths	Direct printing from USB flash drive, print from network shared folder, email printing, HP driver for Windows, HP Print Service for Android, Apple AirPrint driver for macOS and iOS, HP Print for Chrome OS, HP Click, HP Smart App for iOS and Android, HP SmartStream (optional)
Drivers	PostScript Printer: PostScript and PDF Windows drivers, raster drivers for Windows, AirPrint for macOS Non-PostScript Printer: Raster drivers for Windows, AirPrint for macOS
Security features	
	HP Secure Boot, Whitelisting, TPM, Role Based Access Control, LDAP and Kerberos authentication, SNMPv3, HTTPS, Secure-IPP, IPsec/Firewall, Certificates management, 802.1X, TLS 1.0/1.1/1.2, HP Web Jetadmin compatible, HP JetAdvantage Security Manager compatible, Secure Disk erase (DoD 5220.22-M), Secure File erase, self-encrypting HDD, encrypted PIN printing, Syslog security logging
Dimensions (w x d x h)	
Printer	1500 x 660 x 1310 mm
Shipping	1625 x 770 x 1260 mm
Weight	
Printer	Single-roll: 154 kg, dual-roll: 170 kg
Shipping	Single-roll: 203 kg, dual-roll: 220 kg
What's in the box	
	HP DesignJet XL 3600 Multifunction Printer, printhead, introductory ink cartridges, scanner calibration sheet, 2-in hub right adapter kit, quick reference guide, setup poster, power cord
HP Software and solutions	
	HP Click ⁹ , HP mobile, ePrint and iOS/Android support plus the HP Smart app for mobile, HP Web Jetadmin, HP JetAdvantage Security Manager, HP SmartStream ⁴ (optional), HP SmartTracker (optional)
Environmental ranges	
Operating temperature	5 to 35°C
Operating humidity	20 to 80% RH
Storage temperature	-25 to 55°C
Acoustics	
Sound pressure	42 dB(A) (operating), 32 dB(A) (idle), <19 dB(A) (sleep)
Sound power	5.9 B(A) (operating), 4.9 B(A) (idle), <3.7 B(A) (sleep)
Power	
Consumption	<120 W (printing + scanning); 40 W (ready); <14 W (sleep); 0.3 W (off)
Requirements	Input voltage (auto ranging) 100-240 V (±10%), 50/60 Hz (±3 Hz), 2 A

Certification

Safety	USA and Canada (CSA certified); EU (LVD and EN 60950-1 compliant); Russia, Belarus, Kazakhstan (EAC), Ukraine (UA); Singapore (PSB); China (CCC), Argentina (IRAP); Mexico (NCEC); India (BIS)
Electromagnetic	Compliant with Class A requirements, including: USA (FCC rules), Canada (ICES), EU (EMC Directive), Australia (ACMA), New Zealand (RSM), China (CCC), Japan (VCCI), Korea (KCC)
Environmental	ENERGY STAR; WEEE; RoHS (EU, China, Korea, India); REACH; EPEAT
Warranty	A versions: 90-day limited hardware warranty; H versions: Two-year limited hardware warranty

Ordering information

Product	
6KD23A	HP DesignJet XL 3600 36-in Multifunction Printer
6KD23H	HP DesignJet XL 3600 36-in Multifunction Printer
6KD25A	HP DesignJet XL 3600dr 36-in Multifunction Printer
6KD25H	HP DesignJet XL 3600dr 36-in Multifunction Printer
Accessories	
3JN69A	HP Jetdirect 3100w BLE/NFC/Wireless Accessory
5EK00B	HP HD Pro 7 42-in Scanner
6SE87A	HP DesignJet XL 3600 MFP Folder Upgrade Kit
7HC76A	HP DesignJet PostScript/PDF Upgrade Kit
8SF40A	HP F40 Folder
8SW00A	HP SmartStream USB Preflight Manager
8SW00AAE	HP SmartStream Preflight Manager
8SW02A	HP SmartStream Print Controller USB for HP XL 3000 Printer series
8SW02AAE	HP SmartStream Print Controller for HP XL 3000 Printer series
8SW12A	HP SmartTracker USB for HP XL 3000 Printer series
8SW12AAE	HP SmartTracker for HP XL 3000 Printer series
G6H50B	HP SD Pro 44-in Scanner

Original HP printing supplies

B3P06A	HP 727 DesignJet Printhead
P2V89A	HP 766 300-ml Cyan DesignJet Ink Cartridge
P2V90A	HP 766 300-ml Magenta DesignJet Ink Cartridge
P2V91A	HP 766 300-ml Yellow DesignJet Ink Cartridge
P2V92A	HP 766 300-ml Matte Black DesignJet Ink Cartridge
P2V93A	HP 766 300-ml Gray DesignJet Ink Cartridge
P2V94A	HP 766 300-ml Photo Black DesignJet Ink Cartridge

Use Original HP inks and printheads, and HP large format printing materials, to experience consistent high quality and reliable performance that enable less downtime. These critical components are designed and engineered together as an optimized printing system, and Original HP inks are designed to maximize the life of HP printheads. Protect your HP printer investment by using Original HP inks for full HP warranty protection. For more information, visit hp.com/go/OriginalHPInks.

Original HP large format printing materials

C6810A	HP Bright White Inkjet Paper (FSC® certified) ⁹ (recyclable) ¹⁰ 914 mm x 91.4 m
C6980A	HP Coated Paper (PEFC® certified) ⁹ (recyclable) ¹⁰ 914 mm x 91.4 m
L5C80A	HP Universal Heavyweight Coated Paper, 3-in Core (FSC® certified) ⁹ (recyclable) ¹⁰ 914 mm x 91.4 m
D9R28A	HP Everyday Matte Polypropylene, 3-in Core 914 mm x 61 mm

For the entire HP Large Format Printing Materials portfolio, please see HPLFMedia.com.

Service and Support

UCONB8	HP 3 year Parts and Remote Support with Defective Media Retention
UCON9E	HP 4 year Parts and Remote Support with Defective Media Retention
UCOPOE	HP 5 year Parts and Remote Support with Defective Media Retention
UCOJ1PE	HP 1 year Post Warranty Parts and Remote Support with Defective Media Retention
UCOJ2PE	HP 2 year Post Warranty Parts and Remote Support with Defective Media Retention
UCOJ5E	HP Installation Service with Network Setup

HP Support Services offer installation and extended support services (e.g. 2, 3, 4, and 5 years). For more information, please visit <http://www.hp.com/go/cpc>

ECO highlights

- Save paper with automatic print settings and image nesting
- ENERGY STAR® certified¹ and EPEAT® registered²
- Free, convenient HP ink cartridge recycling³
- FSC®-certified papers⁴, recyclable HP media; some HP media eligible for take-back program⁵

Please recycle printing hardware and eligible printing supplies and prints. Find out how at our website: <http://www.hp.com/ecosolutions>

¹ ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency.

² EPEAT® registered where applicable. EPEAT registration varies by country. See <http://www.epeat.net> for registration status by country.

³ Program availability varies. Please check <http://www.hp.com/recycle> for details.

⁴ BMG trademark license code FSC®-C115319, see <http://www.fsc.org>. HP trademark license code FSC®-C017543, see <http://www.fsc.org>. Not all FSC®-certified products are available in all regions. For information about HP large format printing materials, please visit <http://www.HPLFMedia.com>.

⁵ Recyclable HP papers can be recycled through commonly available recycling programs, or according to region-specific practices. Some HP media are eligible for return through the HP Large Format Media take-back program. Programs may not exist in your area. See <http://www.HPLFMedia.com/hp/ecosolutions> for details.

⁶ For testing criteria, see <http://www.hp.com/go/designjetclaims>

⁷ Mechanical printing time. Printed in Fast mode with Economode on, using HP Bright White Inkjet Paper (bond) and Original HP inks.

⁸ ±0.1% of the specified vector length or ±0.2 mm (whichever greater) at 23°C, 50-60% relative humidity, on A0 HP Matte Film in Best or Normal mode with Original HP inks.

⁹ Available on PostScript models only.

¹⁰ Scanned at 200 dpi. PDF scanning available on PostScript models only.

¹¹ Applicable for dual-roll printers only.

¹² From A4 to A0, with up to 100 A1-size capacity.

¹³ Based on 8 GB RAM.

¹⁴ BMG trademark license code FSC®-C115319, see <http://www.fsc.org>. HP trademark license code FSC®-C017543, see <http://www.fsc.org>. BMG trademark license code PEFC™/29-31-261, see <http://www.pefc.org>. HP trademark license code PEFC™/29-31-198, see <http://www.pefc.org>. Not all FSC®- or PEFC™-certified products are available in all regions.

¹⁵ Can be recycled through commonly available recycling programs.





Bid Tabulation
31-Jul-24
HP 3600 Plotter Purchase

Company	Repro Products	Milner Technologies	Digital Media Warehouse
Address	<i>Smyrna, GA</i>	<i>Peachtree Corners, GA</i>	<i>Oklahoma City, OK</i>
Machine Price	\$14,250	\$12,575	\$12,238.98
Shipping & Installation	\$0	\$1,200	\$1,978.98
5-Year Warranty	\$6,900	\$4,200	\$8,464.98
Total Quote Price	\$21,150	\$17,975	\$22,682.94

Low Quote



Sales Order

Customer #

Section X, Item 12.

67753A

Office No. 61	Delivering Office No. 61	Delivering Sales Person's Name/No. Tom Tyler (67ES27)	Selling Person's Name/No. Tom Tyler (67ES27)			Type Sale Cash	New Customer? no	Down Payment? no	
Date 5/4/2024	PO#	Sale Authorized By Phillip Trocquet	Title Asst. Town Manager		Tax Exempt Number				
SHIP TO	Name Town of Tyrone		Address 950 Senoia Road		BILL TO	Name Town of Tyrone		Address 950 Senoia Road	
	Address		Ship To Customer Number			Address		Bill To Customer Number	
	City Tyrone	County Fayette	State GA	Zip Code 30290		City Tyrone	County Fayette	State GA	Zip Code 30290
	Decision Maker Phillip Trocquet		Title	Telephone Number 770-881-8322		Collection Contact Person Phillip Trocquet		Telephone Number 770-881-8322	LIC
Message				Message					
Lease Information				Pre Paid Service					
Start Date	Number Of Months	Number Of Payments	Payment Amount		Zone	Beginning Date	No. Of Months	Model	Serial No.
QTY.	Vendor/Product No.	Description/Model			Serial Number	Meter Reading	Amount	Amount	
1	6KD26F#B1K	HP DesignJet XL 3600 Dual Roll mfp (day 90					\$12,575.00		
1	99-999	Delivery, installation					\$1,200.00		
1	109-999	Service and Support billed \$70/month base to include 500sqft color, 500sqft black overage billed at \$.07 per sqft both color and black (\$840 annually term term of 5-years							
		Install							
		Allowances							
Notes						Sales Sub Total	\$13,775.00	Annual Base	
Subtotal	State Sales Tax	County Tax	Cnty Rate	City Tax	City Rate	Interest	Total Amount	Less Payment	Amount Due
\$13,775.00		\$ -		\$ -			\$ 13,775.00		

Company: _____

Signer: _____

Date

Milner: _____



1. Milner Document Products, Inc. is authorized to place under maintenance the listed equipment for a period of one year at the prevailing rates.

2. The term of this agreement is for a period of one year and is automatically renewed at the prevailing rates unless terminated by 30 days written notice by either party unless an active lease agreement is in place. Maintenance Rates are subject to Annual Increases.

3. This agreement shall become binding when it has been accepted by Milner Document Products, Inc. manager or designee, provided however, that if there are modifications to this Agreement, or pricing not standard with the authorized published price schedule, this Agreement is not valid until it has been accepted in writing by the signature of an authorized representative of Milner Document Products, Inc. in Atlanta, GA. In such a one, this is a sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service, or the performance of the service shall not constitute acceptance by Milner Document Products, Inc. of this agreement.

4. Customer acknowledges the following Cost Per Page Click rates:

BW \$.07sqft Color (CMYK) \$.07sqft

(NOTE: Tabloid/11" x 17 billed as Two Letter/8 1/2" x 11" Clicks)

COMPANY NAME		
Town of Tyrone		
CONTACT		
Phillip Trocquet, AICP		
ADDRESS		
950 Senoia Road		
CITY	STATE	ZIP CODE
Tyrone	Georgia	30290
SIGNATURE		
TITLE		
Asst. Town Manager, Town of Tyrone		
DATE		
PO #		
67753A		
Sales Order #		

CONTRACT BEGINNING DATE

Unit	Model	Serial Number	Location	Base Charge	Meter Rate		Meter/Charge/Allowance/Term	Toner		Beginning Meter
					B/W	Color		INC	EXC	
1	HP 3600 XL printer		950 Senoia Road	\$840 year	\$.07	\$.07	500sqft color, 500sqft black	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2										
3										
4										
5										
6										
7										
8										
9										
10										

5. Fiery Controller Warranty – Customer can elect to add a Fiery Warranty for the term of the agreement for an additional \$700.00/year per machine. This warranty covers the Fiery internals/hardware and system software. **Color calibration is excluded.** Color Calibration can be requested as a service and billed at \$180.00 per hour with a 1 hour minimum.
I Accept _____ I Decline X

11. The transfer of equipment covered by this agreement to a location outside normal servicing area will exclude it from the terms of agreement. The charges on equipment transferred to a different zone during the term of this agreement will be adjusted to the applicable rate for the new zone. Milner must be notified of transfers of ownership and location

5b. Average toner coverage is 6% Black and White and 20% Color. Milner reserves the right to raise the meter charges proportionately for customers who continually exceed these coverages.

12. Applicable sales, use, or property taxes shall be assessed as prescribed by law.

6. There will be no additional charge for travel expenses associated with the service performed during Milner Document Products, Inc. normal business hours, except for (1) applicable loan charges and/or (2) those instances where the equipment is not accessible by private automobile. For these exceptions, the actual travel expense and Milner Document Products, Inc. applicable hourly rates and terms then in effect shall be charged.

13. Milner Document Products, Inc. makes no warranties, expressed or implied, for merchantability, fitness for a particular purpose, performance, condition, capacity, or otherwise, except as herein expressly set out.

7. This agreement includes interim calls during normal business hours as reasonably requested, necessitated by causes other than carelessness or improper handling and use of equipment, excluding damage caused by fire, lightning, floods, riots or acts of God. All equipment parts will be replaced without charge excluding damage caused by fire, lightning, floods, riots or acts of God, except those listed in item 8.

14. Customer shall indemnify and save Milner Document Products, Inc. harmless from any and all liability, loss, damage, expense, cause of action, suits, claims for judgments arising from injury to person or property, resulting from or based on actual or alleged use, operation or transportation, of the equipment or its location or condition after it has been delivered to the customer by Milner Document Products, Inc.

8. This agreement includes Black and Color (Cyan, Magenta, and Yellow) Toner, Black and Color (Cyan, Magenta, and Yellow) Developer and Drum. **This excludes staples and paper.** Black and Color (Cyan, Magenta, and Yellow) toner will be shipped to the customer at no charge **with the exception of shipping and handling charges.** All Systems using like toner must be on an active agreement with Milner.

15. Repair of damage, replacement of parts (due to other than normal wear), or repetitive service calls caused by the use of incompatible supplies, or service by anyone not duly authorized by Milner Document Products, Inc. is excluded from coverage and will be charged at the standard rates in effect at the time of service.

Once established, this coverage shall not be changed by either party during the terms of this agreement unless agreed to in writing by both parties

16. Upon agreement of the parties, additional equipment may be added to this agreement for the remaining term of the agreement. Customer agrees to pay the pro-rated portion of the basic maintenance charge and meter charge (if applicable) that are current at the time additional equipment is added.

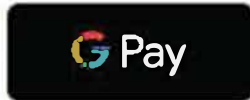
9. The basic maintenance charge will be invoiced in advance. Meter charges (if applicable) will be invoiced periodically in arrears. Customer also agrees to pay the meter charge listed herein for the equipment usage in any period in excess of the equipment usage included basic maintenance charge. Payment will be made within terms stated on the invoice. Customer agrees to Milner installing a meter collection utility for the purpose of collecting meters remotely.

17. This agreement excludes any network services and connectivity fees and charges after the initial installation. Network services and connectivity fees are billed at \$180.00 per hr with a 1 hr minimum. IT and network services contracts are available for an additional charge. Please contact Milner for more info.

10. The customer understands that liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this agreement, is limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability on Milner Document Products, Inc.

18. Upon cancellation of this agreement, Milner may charge for any parts or supplies installed within the past 30 days. Customer has the option to return any unused items to avoid additional charges.

Express checkout



OR

Contact

[Log in](#)

Email
ptrocquet@tyrone.org

Email me with news and offers

Delivery

Ship



Pickup in store



Country/Region
United States

First name
Phillip

Last name
Trocquet

Company (optional)
Town of Tyrone



Address
950 Senoia Road



Apartment, suite, etc. (optional)

City
Tyrone

State
Georgia

ZIP code
30290

Phone
(770) 881-8322



Shipping method

HP DesignJet XL Print Shipping

\$450.00



HP DesignJet XL 3600 36 Inch
Multifunction Printer with PostScript | 6KD24A \$22,232.94
5 Year Warranty (\$8,464.98) / With
Installation (\$1,528.98)

Discount code

Apply

Subtotal \$22,232.94

Shipping \$450.00

Estimated taxes \$1,587.81

Total USD **\$24,270.75**

Total - Taxes: \$22,682.94

Sales Order Agreement

Town of Tyrone
881 Senoia Rd
Tyrone GA 30290

Date	4/29/2024
Buyer	0
P.O. #	0
Sales Rep	Bill Prather

Ship To	
Town of Tyrone	
881 Senoia Rd	
Tyrone, GA 30290	
Contact:	0
Phone/Fax:	(770) 487-4038

Bill To	
0	
0	
,	
Billing Contact:	0
Phone/Fax:	0 0

Purchase Order:	0	Approx Delivery Date:	
Account Type:	0	Lease Months:	60
CMA base charge		Monthly Payment:	\$440.00
CMA sqft included	0		
CMA overage			

Quantity	Product #	Description	Unit Price	Total Price
1	HEW-6KD26A#	HP Designjet XL 3600ps DR MFP HP Designjet XL 3600ps DR MFP 6KD26/	\$14,250.00	\$14,250.00
1	Freight	HP Designjet XL 3600ps DR MFP *Delivery WF Equip		
1	HEW-WF Trade	HP Designjet XL 3600ps DR MFP *HP Cash In Trade Up Rebate for HEW-6		
1	INN-CVTFA-24	HP Designjet XL 3600ps DR MFP *HP Designjet XL 3600 Power Conditioner		
1	HEW-WF Instal	HP Designjet XL 3600ps DR MFP *HP Install and Training Rebate for HEW-		
1	WF-Designjet D	HP Designjet XL 3600ps DR MFP *WF-Designjet Delivery/Install/Move		
1	Rep-3yr Care P	HP Designjet XL 3600ps DR MFP HP Designjet XL 3600 3-year CarePak UC	\$3,900.00	
1	Rep-5yr Care P	HP Designjet XL 3600ps DR MFP HP Designjet XL 3600 5-year CarePack U	\$6,900.00	
0	0			
0	0	90 day HP and Repro extended warranty	included	
0	0			
0	0	3 year HP Repro warranty		\$18,150.00
0	0			
0	0	5 year HP Repro warranty		\$21,150.00
0	0			
0	0	purchase ink and paper as needed-web portal, email, live customer service		
0	0			
0	0	T3500 lease return admin, return freight, misc fees	included	
0	0			
0	0	swap out T3500 for 3600 XL, network, print driver install, training	included	
0	0			
0	0			

Comments/Special Instructions				
Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type
12:00:00 AM		0	0	0
Delivery Instructions				
0				
Special Payment Terms & Due Dates				

Delivery/Installation	Included
TOTAL AMOUNT	
Less Payment (Check #:)	
AMOUNT DUE	

Sales Tax NOT included in price

Warranty/Maintenance Agreement		<input type="checkbox"/> Yes	<input type="checkbox"/> No	*Please select
Dealer Representative		Customer Acceptance		
Signature	Date	Authorized Signature	Date	
Print Name	Title	Print Name	Title	



STAFF REPORT

Town Council Meeting

08/15/2024 | 7:00 pm | Regularly-Scheduled Meeting

Subject: *Consideration to approve a text amendment to Sec. 109-78, 84, and 148 regarding procedures, standards, and requirements associated with a Certificate of Appropriateness.*

1. **Background/History:** *The Town's process for obtaining architectural approval and review for properties within the SR-74 Quality Growth Overlay has been guided by the Certificate of Appropriateness procedures. Based on recent experiences administering this ordinance and public confusion regarding the scope of the provisions, staff has prepared modifications to the ordinance in this regard.*

2. **Findings/Current Activity:** *It is staff's determination that the name "Certificate of Appropriateness" is needlessly confusing based on the scope of the provisions. Staff recommends revision of this nomenclature to "Architectural Approval" to provide more literal clarity on the intentions of the provision. Staff has further determined that the most appropriate body to review and approve such applications is to the Town Planning Commission to be bundled with the Conceptual Site Plan review process. This simultaneously streamlines the process while allowing review from Planning Commission who is specifically trained and chosen to administer similar provisions.*

3. **Actions/Options/Recommendations:** *Staff recommends approval of these text amendment changes.*

Sec. 109-78. General requirements.

If a proposed development includes land to be subdivided, the development shall be subject to all the requirements of the zoning ordinances and shall be subject to these land development regulations and other applicable town regulations. The proposed development shall also conform to the purpose and intent of these land development regulations and the goals and objectives of the town's land use plan. For those developments within the 74 Quality Development Corridor or Town Center Overlay, the developer in addition to the procedures set out in this division, shall obtain ~~a certificate of appropriateness~~ an architectural approval for that development.

(Code 1984, § 6-7-8; Ord. No. 340, 6-3-1997)

Sec. 109-84. ~~Certificate of appropriateness~~ Architectural Approval.

For any development located within the 74 Quality Development Corridor and Town Center Overlay, the developer must obtain ~~a certificate of appropriateness~~ an architectural approval in conjunction with their conceptual plat for review and approval by the ~~town council~~ Town's Planning Commission. The purpose of this ~~certificate approval~~ is to provide ~~town council~~ planning commission with a site and architectural concept containing sufficient information to show how the development relates to the surrounding environment, how the development ensures visual continuity with surrounding properties, and how the development will, if approved, be in compliance with the Quality Growth Development District Special Requirements and Town Center Overlay as contained in section 113-191 and section 113-134 of the zoning ordinance respectively. A submission for a ~~certificate of appropriateness~~ Architectural Approval shall include, but not be limited to, the following:

- (1) A complete application for a conceptual site plan and ~~certificate of appropriateness~~ Architectural Approval as listed by the town;
- (2) A conceptual site plan consisting of all elements outlined in section 109-116 of this article;
- (3) Conceptual color renderings of the proposed structure(s) showing:
 - a. Exterior elevations drawn to scale;
 - b. Proposed colors, materials, and textures for structures;
 - c. Location of all exterior utility facilities including rooftop units;
 - d. Proposed signs and locations including size, color, and material; and
 - e. If located within the Quality Growth District, a ~~line~~ line of sight study from State Route 74 revealing visibility of structures based on grade; and
- (4) Conceptual landscape plan showing conformity with the standards of the Quality Growth Development District ~~Section 113-191 of the zoning ordinance~~ or Town Center Overlay District.

(Code 1984, § 6-7-14; Ord. No. 340, 6-3-1997; Ord. No. 2023-14, § 1, 11-2-2023)

Sec. 109-148. General requirements.

~~If a proposed development includes land that is zoned for other than single family residential, the development's~~ Proposed developments shall be subject to all the requirements set forth in the zoning ordinance and shall be subject to all the requirements of this chapter, other applicable town regulations, and shall conform to the goals and objectives established in the town's land use plan. The following principles and standards shall be observed:

- (1) Proposed industrial parcels shall be suitable in size and shape to the types of industrial development anticipated.
- (2) Street rights-of-way and pavement shall be provided in accordance with town specifications.
- (3) The town engineer may, ~~with the approval of the town council~~, impose additional requirements regarding design and construction of streets, curbs, gutters, cart paths and sidewalks.
- (4) Every effort shall be made to protect adjacent residential areas from a potential nuisance created by a proposed commercial or industrial development including provision of extra depth in parcels backing up to existing or potential residential development and provisions for permanently landscaped screening when necessary.
- (5) For any structure proposed within the 74 Quality Development Corridor or Town Center Overlay, the developer must first obtain ~~a certificate of appropriateness~~Architectural Approval from the ~~town council~~Planning Commission. To obtain this ~~certificate approval~~, the following procedures must be followed:
 - a. ~~Prior to~~Concurrent with the submission of a conceptual site plan, the developer must present the project to the ~~town council~~Planning Commission for review and approval. The developer should provide sufficient information to show how this proposed development relates to its surrounding environment to ensure visual continuity and how this development will, if approved, be in compliance with the quality growth development district special requirements or Town Center Overlay as contained in the town zoning ordinance.
 - b. Once the project has obtained ~~a certificate of appropriateness~~Architectural Approval, the developer shall follow the procedure in section 109-149. ~~with the exception that the conceptual site plan will be approved by the town council.~~

(Code 1984, § 6-7-21; Ord. No. 340, 6-3-1997; Ord. No. 2021-06, § 11, 12-2-2021)