



TOWN COUNCIL MEETING
March 06, 2025 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1

Dia Hunter, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

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

1. Approval of minutes from February 20, 2025.
2. Approval of the amended Shamrock Park Pavilion rental agreement.
3. Approval of the amended Roger Spencer Rental Agreement.
4. Approval of the amended Recreation Instructor agreement.
5. Approval to purchase a budgeted 2025 Ford F-150 Police Patrol vehicle from Wade Ford under state contract for \$51,510.00.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

6. Consideration to adopt a Town Charter Amendment of Chapter 2, Article II regarding Quorum and Voting. **Brandon Perkins, Town Manager**

X. NEW BUSINESS

XI. PUBLIC COMMENTS: *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

**TYRONE TOWN COUNCIL
MEETING**

MINUTES

February 20, 2025 at 7:00 PM

LEric 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:
Sandy Beach, Finance Manager
Randy Mundy, Police Chief
Tony Koranda, Police Corporal
Penny Mentch, Police Officer
Kristy McClenny, Recreation Assistant

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

Council Member Campbell made a motion to approve the agenda by removing item number 4. The motion died for lack of a second.

A motion was made to approve the agenda.

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

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

1. Approval of the February 6, 2025 Council minutes.
2. Approval of the Open Prayer Spaces City Prayer Walk on March 9, 2025, at 3:00 p.m.

A motion was made to approve the consent agenda.

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

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

- 3. Approval to accept a Hazard Mitigation Grant from GEMA to fund upgrades to Lake Pendleton Dam. Brandon Perkins, Town Manager

Mr. Perkins gave the history of the item which began in 2018 when the dam was categorized as a Category I dam. Updates were estimated at approximately \$2 million for compliance. The Town applied for a 75%/25% grant through GEMA which finally came through. The grant was for \$2,410,000 with a federal share of \$1,807,500 and a local share of \$602,000 along with \$21,000 of subrecipient management costs. Council Member Whelan asked if the numbers were still valid after time had passed. Mr. Perkins stated that it should be, however, he would inform Council after his meeting with Engineer, David Jaeger if there were any changes.

A motion was made to approve the acceptance of a hazard mitigation grant from the Georgia Emergency Management Agency (GEMA) to fund required upgrades to the Lake Pendleton Dam.

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

- 4. Approval to move forward with an RFP for tree removal services on the earthen dam at Shamrock Park. - Brandon Perkins, Town Manager

Mr. Perkins stated that representatives from two engineering firms notified the Town that having trees along an earthen dam (on the left side of the lake near the railroad tracks) was a probable liability and should be removed and that it could also affect the CSX Railroad property if the dam were to fail. He added that at the February 6th meeting the vote failed due to the absence of a Council Member and another voting against the item. Council Member Hunter asked for the item to be brought back. Mr. Perkins shared that Mr. Langford estimated that the tree removal would cost approximately \$166,680 and would be funded through the 2023 SPLOST Dams Line item. A lengthy discussion began regarding the potential damage caused by trees and their root systems. Mr. Perkins stated that the Town's insurance company no longer covered dams.

Council Member Furr asked if all trees in that area would be removed. Mr. Perkins stated that they would not. Council Member Campbell shared his aversion to the tree removal and added that the Town would still be liable, and nothing has happened all these years.

Council Member Hunter addressed the misinformation on social media and his opinion that the Town should adhere to the advice of the engineers. He also gave a history of the item. Comments attached. Council Member Whelan shared that Council should take the guidance of the professionals regarding responsibility. Mr. Davenport shared that following a risk management procedure now that Council was aware of a risk.

A motion was made to move forward with an RFP for the Shamrock Park Dam tree removal.

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

Mayor Dial broke the tie for approval of the item.

5. Consideration to adopt a Town Charter Amendment of Chapter 2, Article II regarding Quorum and Voting. Brandon Perkins, Town Manager

Mr. Perkins gave the history of the item and stated that the Town's Charter was written that three Council Members and the Mayor constitute a quorum. Problems arise when someone is out or needs to recuse themselves. Mr. Perkins stated that Mayor Dial and Mr. Davenport worked together on a solution. Mr. Davenport gave background information for their suggested recommendation of amending the Charter for a three-elected official quorum. Mayor Dial and Mr. Davenport stated that the three Council Member and Mayor quorum was rare and very restricted. Mr. Davenport added that by amending the Charter there would be less liability. He gave two examples, one would be if Council Members were sick. The other would be if a petitioner came to the Town to change their property and one or more had to recuse themselves, the petitioner would not be able to be heard. That would give liability for legal action.

Council Member Furr read a statement from citizen David Barlow which gave the history of Tyrone, and other surrounding city's Charter changes and how rare they were. Mayor Dial clarified that the latest Charter change for Tyrone was in 2008. Council Members Furr and Campbell did not think the amendment was necessary. Council Member Campbell added that a quorum in place assists in keeping the established weak mayor system. Mr. Davenport stated that by changing the quorum it would not affect the weak mayor system.

A motion was made to adopt the Town Charter Amendment of Chapter 2, Article II regarding Quorum and Voting.

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

Mayor Dial broke the tie approving the item.

X. NEW BUSINESS

- 6. Consideration to approve the 2025 Intergovernmental agreement with Fayette County for conducting our municipal election. Dee Baker, Town Clerk

Mr. Davenport presented the item. He stated that the IGA was formed for Fayette County to perform the cities of Fayette County’s elections in the odd years, which included early voting. He added that this year’s state position of Public Service Commission was on the ballot. Therefore, there would be a state-wide election that affected Fayette County. The IGA stated that if there were no county-wide elections, the cities would pay collectively for the elections. Since the County has an item on the ballot, the cities do not incur the cost this year. This would save the Town \$23,405. Ms. Baker added that the IGA came before Council every other year and required approval for the County to conduct its municipal election.

A motion was made to approve the Intergovernmental Agreement with Fayette County to conduct the Town's 2025 Municipal Election.

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

- 7. Consideration to Award the Bucket Truck to the Hardy Chevrolet in the amount of \$159,000. - Phillip Trocquet, Assistant Town Manager

Mr. Trocquet gave background and stated that the 2024 truck would replace the current 2004 truck. The funding would come from the 2023 SPLOST. The truck was \$9,000 over the SPLOST estimate. He added that this year’s SPLOST had already collected more than anticipated so the item would be covered. Council Member Campbell inquired about the current truck. Mr. Trocquet stated that it was still functional and would also be used, perhaps to assist the county because they do not have one.

A motion was made to award the Bucket Truck purchase to Hardy Chevrolet for \$159,000.

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

- 8. Approval of a new Opioid Antagonist Training and Administration policy. Brandon Perkins, Town Manager

Mr. Perkins explained that under new Georgia law, qualified government buildings are required to have three doses of Narcan on hand. The law also requires training. Mr. Perkins drafted a policy that was reviewed by Mr. Davenport.

A motion was made to approve the Opioid Antagonist Training and Administration Policy.

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

XI. PUBLIC COMMENTS: *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

Mr. Burt Minor who lives on Nicoles Nook posted on Facebook to inform the citizens. He shared that he observed the Shamrock dam and that it was too small to create a lot of damage. He did understand the liability and asked if anyone reached out to CSX. He agreed that the Facebook posts had misinformation. Regarding the quorum item, Mr. Minor stated that Georgia open meetings law suggests that members not present could phone in or video into the meeting.

XII. STAFF COMMENTS

Chief Mundy introduced and welcomed Ms. Penny Mentch, Tyrone's new Police Officer.

Mr. Perkins announced the Touch a Truck event at Shamrock Park on Saturday, February 22nd from 11:00 a.m. to 2:00 p.m. The Town would partner with Bloom for their Denim Drive and there would also be food trucks.

Mr. Perkins invited everyone to the quarterly Talk of the Town on Tuesday, February 25th. Topics of discussion would be upcoming projects and House Bill 581.

Mr. Perkins shared that there were still open spaces for the annual Tyrone 101 course that would begin on Tuesday, April 22nd.

XIII. COUNCIL COMMENTS

Mayor Dial asked Mr. Davenport if it was possible for a sick member to teleconference at a Council meeting. Mr. Davenport stated that state agencies could but not counties or cities. You may conduct a meeting; however, no vote could be taken. It would not be considered a quorum unless you are present.

Council Member Furr shared that she felt that because she was sick at the last meeting and could not attend tonight was aimed at her. Mayor Dial clarified that it was not.

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Campbell.

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

The meeting adjourned at 8:37 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk

Dia Hunter's Town Council Meeting Statement

Unbeknownst to me, last night I was informed that some comments were made on social media regarding my role in bringing an agenda item forward to tonight's meeting. This came as a shock to me because I did not receive a single phone call from anyone asking why I choose to add an agenda item to tonight's meeting. To bring clarity to my actions I owe it this council and the citizens of Tyrone to explain why I have executed my right as stated in our charter to bring an issue back to agenda. Before directly addressing this issue, I would love to provide a little context so please bear with me for a second. In September, we the Council received a message from our town manager, Brandon Perkins stating that he was just informed that there might be an issue at Shamrock Park related to the trees that were located on top of the earthen dam. He informed us that an engineer doing unrelated work in the area noticed an issue and informed the Town Engineer, Scott Langford of the perceived problem. Scott then notified Brandon, and the Mayor and Council were made aware of the potential issue.

Shortly thereafter I discussed this issue with Councilman Campbell at the hardware store where I told him that I did not want the trees in Shamrock Park removed. Later that day, I also informed Brandon that I love the park, I love the trees, and I don't want to see trees taken down in the park. Brandon stated at the time that he is gathering as much information as possible to provide to Council as it relates to the perceived problem.

A few days later Brandon stated to Council that he consulted with additional engineers and gathered data from several organizations that oversee dam safety, and he reached out to our town attorney, Dennis Davenport. As a result of Mr. Perkin's findings, we determined the following information to be both factual and true.

- Trees do not belong on earthen dams.
- The root structure of trees on dams could compromise the structural integrity of the dam.
- A breach could potentially cause damage to both public and private property including but not limited to the CSX railway.
- A study would have to be conducted to ascertain the potential risks of a dam failure. This amount for the study was estimated as over 40K.
- Our insurance no longer covers dam damage, and it is capped at 2 million in liability.

As a Council we asked our Town Engineer to provide an estimate of the potential cost of mitigating the risk of a dam breach. (This estimate includes removing those trees on the dam and pressure grouting the voids left behind when the roots are removed. Scott's conservative estimate was a little over \$166K.)

In our last meeting, we were trying to make a motion for our town engineer to entertain request for propels (rfp's) from multiple companies that specialize in this type of work to gain a more accurate cost for mitigation. One of our Councilmembers was out for personal reasons and a motion was made by me to proceed with the process of getting that cost data back to Council and my motion was seconded by Council member Whelan. When the votes were tallied Council member Campbell was the sole no in the vote. The purpose of asking for the item to be brought back to agenda was to give Council member Furr an opportunity to cast her vote as her vote represents ¼ of Tyrone the same as each of ours. For the record, I want to say that even though I initially wanted the trees to stay I personally could never choose the aesthetics of trees over the safety of our citizens and the financial future of our town. As I was made aware of those social media statements some citizens asked why now what's the urgency. I would like to offer an analogy for this situation. When you go to the dentist office, and you are informed that you have a cavity. The dentist tells you that they can fill that cavity for 80 dollars. You have the money to fill the cavity, but you decide to do nothing. One day you wake up in the middle of the night in excruciating pain and must put in an emergency call to your dentist for the next day. You end up having to have a root canal that costs you much more than those 80 bucks. From a financial perspective we have a line item for dam maintenance that would cover the cost that was funded by a previous SPLOST which in short means that any person that contributed to our SPLOST would be assisting in paying for this hazard mitigation in other words Tyrone taxpayers would not be solely responsible for the financial burden of mitigation. We don't have access to SPLOST money if there is a fallen tree and/or dam breach and we as citizens of Tyrone would have to pay for direct costs related to any damage from our general fund which pays for our law enforcement officers, administrative staff and public works personnel. Doing nothing about this issue has a cost and I believe that cost is more than we should bear as a town.

Ladies and Gentlemen this is not a vote to remove trees this is a vote to gather cost data for potential tree removal from the earthen dam. Whether or not we have yays or nays I personally believe that we were elected to gather as much factual data as possible and make informed decisions that do not always reflect our own personal opinions but to make the best decision possible for our town. I conclude with one question for my fellow council members. Do you choose the aesthetics of trees on top of an earthen dam over the safety and financial future of our town?



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: March 6, 2025

Agenda Item Type: Consent Agenda

Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

Consideration to approve the acceptance of the revised Shamrock Park Pavilion Rental Agreement.

BACKGROUND:

In County rental fee will be \$100.00 per day. Prior fees: \$25.00 first hour and \$5.00 dollars for every hour after that.

Out of County rental fee will be \$200.00 per day. Prior fees: \$35.00 first hour and \$10.00 for every hour after that.

Revised criteria for “free rental” will be only accredited Tyrone Schools. The maximum capacity will remain one hundred twenty-five people. There is to be a minimum rental age of 21 years old. Agreement has been reviewed by Allison Cox. Changes made per her recommendation.

FUNDING:

No cost to the Town

STAFF RECOMMENDATION:

Staff recommends approval to accept the new agreement.

ATTACHMENTS:

Shamrock Park Rental Agreement

PREVIOUS DISCUSSIONS:

none

TYRONE RECREATION

Section VI, Item 2.

Roger Spencer Community Center, 145 Commerce Drive, Tyrone, GA 30290 (770) 487-4694
Parks & Recreation Manager, Lynda Owens, email: lynda.owens@tyronega.gov

SHAMROCK PARK PAVILION RESERVATION PERMIT

- The Town of Tyrone requires a security deposit for the pavilion rental. This deposit is **CASH ONLY, EXACT CHANGE.**
- Failure to follow any rules will limit future use and reduce the amount of deposit refunded.
- **ALL RESERVATION FEES ARE NON-REFUNDABLE.**
- **Both deposit and rental fee are due at the time of reservation.**

Reservation date: _____ Times: _____

For the purpose of: _____ Number of people attending _____ (Limit 50)

Renter Name: _____

Address: _____

**(YOUR SECURITY DEPOSIT REIMBURSEMENT WILL BE MAILED BACK TO THE ABOVE ADDRESS) THIS WILL TAKE 4-6 WEEKS TO RECEIVE.
(THIS NAME MUST MATCH THE NAME ON YOUR DEPOSIT & PAYMENT RECEIPTS)**

Email address: _____

Cell phone: _____ Work number: _____

Residency: Fayette County _____ Out of County: _____

RENTAL RATES: (FLAT FEE. ONE RENTAL PER DAY)

IN COUNTY: PAVILION RENTAL 8:00 AM-9:00 PM \$100.00 PLUS \$100.00 REFUNDABLE SECURITY DEPOSIT

OUT OF COUNTY: PAVILION RENTAL 8:00 AM-9:00 PM \$200.00 PLUS \$100.00 REFUNDABLE SECURITY DEPOSIT

RULES

- Alcoholic beverages, vaping, and the use of tobacco products are prohibited.
- All refuse shall be properly disposed of both inside and outside of the pavilion.
- Parking is restricted to PARKING SPACES. No parking on grass or blocking other vehicles. Additional parking is located across the street at the new Tyrone Town Hall and behind the lake in the recreation center/library parking lot.
- The area shall be monitored and kept secure by the renter listed above during, before and after the event.
- The renter listed above shall at all times be responsible for keeping the facility in good order.
- The renter listed above shall ensure that the facility is returned to clean and orderly condition at the expiration of the reservation.
- The renter listed above shall bag all garbage and taken it to dumpsters at either Handley Park or Redwine Parks. Picnic tables shall be left free of garbage and wiped clean of spills. All garbage on the floor under the pavilion shall be picked up and removed from the facility.
- Costs to repair any damage caused over the duration of the rental and/or cleanup of the facility following the rental shall be subtracted from the security deposit. Should those funds be insufficient, the costs shall be the responsibility of the renter listed above.
- The pavilion shall not be open for use before 8:00 am or remain open for use after 9:00 pm.
- The renter listed above shall be permitted to amplify music at the Pavilion but shall not be permitted to disturb adjacent property owners.
- No activity that can be deemed illegal, immoral, or otherwise contrary to the public good shall be permitted.
- The pavilion may not be rented by those ages 20 years and under.
- Deposits will be returned to the renter via check. It takes approximately 2-3 weeks to receive your deposit reimbursement.
- There shall be no consecutive rentals of the Shamrock Park Pavilion.
- Only two rentals per organization or individual per calendar year shall be permitted.
The following are eligible for free: all accredited schools within the Town of Tyrone.
- **PLEASE NOTE: THE NAME ON THE RECEIPT AND THE ADDRESS ON THE RENTAL FORM WILL BE USED FOR SECURITY DEPOSIT REIMBURSEMENT. NO EXCEPTIONS.**
- **NO TENTS, GRILLS, TABLES, OR INFLATABLES ARE ALLOWED OUTSIDE OF THE PAVILION.**
- **THE PAVILION CAPACITY IS 50 PEOPLE. IF THIS MAXIMUM CAPACITY IS EXCEEDED, THE EVENT SHALL BE TERMINATED AND THE DEPOSIT FORFEITED.**

I am an adult 21 years of age or older. I have signed the Liability Release Agreement on the back of this page and received a copy of the cleanup procedures.

Signature _____ Date _____

FOR OFFICE USE ONLY

Amount of deposit: _____ Receipt# _____ Employee Initials _____

Amount of rental payment: _____ Receipt# _____ Employee Initials _____

Notes: _____ Rev. 2/21/2025



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: March 6, 2025
Agenda Item Type: Consent Agenda
Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

Consideration to approve the acceptance of the revised Roger Spencer Center Rental Agreement.

BACKGROUND:

The agreement has been revised to better reflect standard rental fees in surrounding municipalities. The change will be as follows:

Fayette County Residents: \$50.00 FOR EVERY HOUR BEFORE 6:00PM AND \$75.00 FOR EVERY HOUR AFTER 6:00PM. SEPARATE \$150.00 SECURITY DEPOSIT REQUIRED as stated above.
OUT OF COUNTY residents: \$75.00 FOR EVERY HOUR BEFORE 6:00PM AND \$125.00 FOR EVERY HOUR AFTER 6:00PM. SEPARATE \$150.00

FUNDING:

No cost to the Town

STAFF RECOMMENDATION:

Staff recommends approval to accept the new agreement.

ATTACHMENTS:

Revised Instructor Agreement and the Municode coversheet

PREVIOUS DISCUSSIONS:

none

TYRONE RECREATION

Roger Spencer Community Center, 145 Commerce Drive, Tyrone, GA 30290 (770) 487-4694
Parks & Recreation Manager, Lynda Owens, Lynda.owens@tyronega.gov

Roger Spencer Community Center Reservation Permit

- Reservations are made on a first-come, first-served basis up to June 27, 2025. You may then make reservations for July 1st through December 31st.
- The Town of Tyrone requires a \$150.00 security deposit for the Community Center rental. This deposit is **CASH ONLY, EXACT CHANGE. The deposit may not be held for future rental events.**
- Failure to follow any rules will limit future use and may reduce the amount of the deposit refunded.
- **ALL RESERVATION FEES ARE NON-REFUNDABLE.**

Reservation date: _____ Times: _____

For the purpose of: _____ Number attending function: _____

Renter name: _____

(THIS NAME MUST MATCH THE NAME ON YOUR DEPOSIT & PAYMENT RECEIPTS)

Business name: _____

Address: _____

(YOUR SECURITY DEPOSIT REIMBURSEMENT WILL BE MAILED BACK TO THE ABOVE ADDRESS)

Email address: _____

Cell phone: _____ Work number: _____

Residency: Fayette County _____ Out of County: _____

RENTAL RATES

Fayette County Residents: \$50.00 FOR EVERY HOUR BEFORE 6:00PM AND \$75.00 FOR EVERY HOUR AFTER 6:00PM. SEPARATE \$150.00 SECURITY DEPOSIT REQUIRED as stated above.

OUT OF COUNTY residents: \$75.00 FOR EVERY HOUR BEFORE 6:00PM AND \$125.00 FOR EVERY HOUR AFTER 6:00PM. SEPARATE \$150.00 SECURITY DEPOSIT REQUIRED as stated above.

PLEASE NOTE: You may qualify for free rental space if you are an accredited school in Tyrone.

RULES

- Alcoholic beverages, vapes, and the use of tobacco products are prohibited.
- All refuse shall be properly disposed of both inside and outside of the facility.
- The area shall be monitored and kept secure by the renter listed above during, before and after the event.
- The renter listed above shall always be responsible for keeping the facility in good order.
- The renter listed above shall ensure that the facility is returned to clean and orderly condition at the expiration of the reservation.
- All Clean-up procedures shall be followed (see attached instruction sheet).
- Costs to repair any damage caused throughout the rental and/or cleanup of the facility following the rental shall be subtracted from the security deposit. Should those funds be insufficient, the costs shall be the responsibility of the renter listed above.
- The building evacuated by 11:00 p.m. Before leaving, the renter listed above shall ensure that all lights are turned off and the door is locked.
- The renter listed above shall be permitted to amplify music at the facility but shall not be permitted to disturb adjacent property owners.
- **The sound system on the stage is not ours. Please do not use it. If it is damaged during the rental, you will be charged for the replacement of broken items.**
- No activity that can be deemed illegal, immoral, or otherwise contrary to the public good shall be permitted.
- Adult supervision must be provided for children ages 20 and under.
- Deposits will be returned to the renter via check. It takes approximately 3-4 weeks to receive your deposit reimbursement.
- **Loss of the key will result in the forfeiture of the entire security deposit of \$150.00.**
- No cooking on hot plates shall be permitted. The use of crock pots and/or sterno are permitted.
- No security deposit will be returned until the facility key is returned to the designated Town official.
- At no time shall more than 125 people be present in the facility.
- Please note that you may not enter the building or decorate before the above-listed reservation time.
- There are to be no consecutive rentals of the Roger Spencer Building.
- Only two rentals per organization or individual per calendar year shall be permitted **PLEASE NOTE: THE NAME ON THE RECEIPT AND THE ADDRESS ON THE RENTAL FORM WILL BE USED FOR SECURITY DEPOSIT REIMBURSEMENT. NO EXCEPTIONS.**

I am an adult 21 years of age or older. I have signed the Liability Release Agreement on the back of this page and received a copy of the cleanup procedures.

Signature _____ Date _____

FOR OFFICE USE ONLY

Amount of deposit: _____ Receipt# _____ Employee Initials _____

Amount of rental payment: _____ Receipt# _____ Employee Initials _____

Notes: _____ Rev. 2/24/2025 _____



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: March 6, 2025

Agenda Item Type: Consent Agenda

Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

Consideration to approve the acceptance of the revised Tyrone Recreation Instructors Agreement.

BACKGROUND:

The agreement has been revised to ensure that all instructors are paying a fair and equal class fee. As it stands now, there is a discrepancy with one class that needs to be corrected to reflect this policy. Jazzercise is paying a flat fee of \$600.00 per month. This change from 75% to a flat fee of \$600.00 in 2018 (circa.) Upon approval of this agreement, they will, along with everyone else, be held to a 25%/75% split.

Once the revision is accepted, all classes, including jazzercise, will be notified.

As per Ali’s email on February 12, 2025, all changes have been made that were recommended by Ms. Ali Cox. This new agreement will take effect July 1, 2025.

FUNDING:

No cost to the Town

STAFF RECOMMENDATION:

Staff recommends approval to accept the new agreement.

ATTACHMENTS:

The Municode coversheet and revised instructor agreement.

PREVIOUS DISCUSSIONS:

The subject of requiring all instructors to operate on a 25%/75% split was broached with Mr. Perkins. We agreed that all classes must be billed equally.



RECREATION DEPARTMENT INSTRUCTORS CONTRACT

CLASS NAME: _____

Name: _____ Email Address: _____

Website: _____

Address: _____ City: _____ St. _____ Zip: _____

Telephone: (Home): _____ (Work) _____ (Cell): _____

Emergency contact: _____ Phone: _____

Program Information: _____

Location: _____ Class Time: _____

Participant fee: _____ Min. /Max. of Participants: _____ / _____

Rate of Pay is based on time, location, and number of classes per week.

Key Deposit of \$30.00: CASH ONLY (Deposit will be held until Key is returned) Initials _____

If the key is lost another \$30 deposit must be made to receive a new key.

Received on: _____ Returned on: _____

It is hereby mutually agreed that the program stated above will be assisted by the person stated above for the Tyrone Recreation Dept. for the dates, terms, and position(s) shown.

I understand that:

- 1 I will make monthly payments by the 10th of each month of the calendar year. I will be charged an additional \$25 late fee for every week I am late. After 4 weeks of nonpayment, my class will be canceled. All Recreation classes operate on a 25%/75% split with 25% going to the Recreation Department.
- 2 I will work with the Recreation Dept. to provide the most updated information, and the best quality program and will take responsibility for advertising, individually, for my class, along with the advertising provided by the Town of Tyrone.
- 3 I will start and stop class promptly and stay on schedule. I will not linger after my class, will pick up my materials and equipment, and leave the Recreation building quickly so the next class can begin on time. I will also guide my students to leave on time, as well.
- 4 I will not cause conflict with other instructors or employees. If a conflict should arise, I will be given 2 warnings: a verbal and a written report. Depending on the situation, the third infraction may result in dismissal and termination of the contract.
- 5 I will know my job and be able to answer questions that pertain to my program. I will not try to interpret departmental policies or procedures to the public or my participants. All programs and complaints will be referred to the Town of Tyrone Recreation Director.
- 6 I will arrive early enough to make a complete safety inspection of the area where the class is being held.
- 7 I will sweep and clean up the area after my class is finished.
- 8 All accidents are to be documented on location and reported to the Town of Tyrone Recreation Manager.
- 9 I will be courteous and helpful to all and will not invite friends to visit with me during the program.
- 10 If I am ill, or for any reason not able to work, I will call my students and contact the Tyrone Rec. Dept. (770-487-4694) as soon as possible to allow them time to make necessary arrangements.
- 11 If I need assistance during a program, I will notify the Recreation Dept. or Emergency Services.
- 12 I will perform such other duties as related to my contract as requested by the Town of Tyrone Recreation Manager, such as providing valid Proof of Insurance and proof of Instructor Certification and a background check must be performed bi-annually.



**RECREATION DEPARTMENT
INSTRUCTORS CONTRACT**

- 13 When having instructors under my guidance, I will take full responsibility of them to ensure that the rules and guidelines are strictly followed.
- 14 I understand that there are a few events throughout the year that may necessitate the cancellation of one or more classes. The library has several summer programs at the Recreation Center and several Sandy Creek High School events are also held at the Center. I understand I will be notified as far in advance as possible.
- 15 Violation of one or more articles of this contract will result in a reprimand or possible termination.
- 16 The contract may be terminated by either the instructor or the Town of Tyrone Recreation Director with written notice.
- 17 Failure to show up for your class time without notice to the Recreation office will result in a verbal warning. Failure to show up with no notice for a second time may result in the cancellation of your class.
- 18 Keep a roster of your students for each class you hold during the previous month. Document the names of all the students who attended your classes the month before. Turn in by the 10th of the current month. We request this for each month of the year.
- 19 Agreement valid for one calendar year, January 2025-December 31, 2026.

Instructor

Date

Recreation Manager

Date



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: March 6, 2025

Agenda Item Type: Consent Agenda

Staff Contact: Chief Randy Mundy

STAFF REPORT

AGENDA ITEM:

Consideration to purchase a 2025 Ford F-150 Police Patrol vehicle from Wade Ford under state contract for \$51,510.00

BACKGROUND:

During the Town’s 2024/2025 budget approval Council meeting, the Police Department received approval for the purchase and equipping of two Ford F-150 patrol vehicles. If approved, this will be the second vehicle purchase of the two that were approved

FUNDING:

100-30-54-2200

STAFF RECOMMENDATION:

Staff recommends that Council approve the request to purchase the 2025 Ford F-150 from Wade Ford under State Contract pricing for \$51,510.00

ATTACHMENTS:

Quote from Wade Ford for the purchase of a 2025 Ford F-150 Patrol Truck

PREVIOUS DISCUSSIONS:

This item was originally introduced to Council during the 2024/2025 Budget Workshop and subsequently approved during the 2024/2025 budget approval council meeting.



PRICING PROPOSAL

DATE **Friday, August 30, 2024**
 GA Statewide Contract 99999-SPD-ES40199373-009S
 Account Manager: **RON MORGAN**

CUSTOMER **TOWN OF TYRONE**
 CONTACT **VAN BROCK**
 PHONE **770-487-4732 X206**
 EMAIL **van.brock@tyronega.gov**
 ADDRESS **950 SENOIA ROAD**
TYRONE, GA 30290

| VEHICLE | | TRADE | |
|--|-----------------------------|---------------------|--------|
| Vehicle | 2025 F-150 POLICE RESPONDER | Vehicle | |
| Color | AGATE BLACK | VIN | |
| Stock # | TBD | Miles | |
| PRICING | | Actual Value | |
| Vehicle Price | \$54,810.00 | Tires | - |
| STOCK FEE | \$0.00 | Mileage Adjustment | - |
| Tag/Registration Fee (estimate) | \$0.00 | Mechanical repairs | - |
| DOC | \$0.00 | Brakes | - |
| Vehicle Selling Price | \$54,810.00 | Scratches / Paint | - |
| TOTAL UPFIT | \$0.00 | Body Damage / Dents | - |
| Customer Rebates / GPC | - (\$3,300.00) | Extra Allowance | + |
| Difference | \$51,510.00 | Allowance: | \$0.00 |
| | | FLEET TAIL | |
| 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) | \$51,510.00 | | |
| Total Quantity | 1 | | |
| Order Total | \$51,510.00 | | |
| NOTES | | | |
| <p><i>This sales order does not guaranty available. A purchase order is required to guarantee availablilty.</i></p> | | | |

X
 Buyer _____ Date _____

Ron Morgan
 Account Manager _____ Date **8/30/2024**

Sec. 2.204. Quorum; voting.

~~The mayor and three councilmembers~~Three elected officials (i.e., three councilmembers or, alternatively, the mayor and two councilmembers) shall constitute a quorum and shall be authorized to transact business of the council. Voting on the adoption of ordinances shall be taken by voice vote and the ayes and nays shall be recorded in the journal, but any member of the council shall have the right to request a roll-call vote. ~~A minimum of three votes shall be required for the adoption of any ordinance, resolution, or motion.~~A majority vote of the members present shall be required for the adoption of any ordinance, resolution, or motion. The mayor shall vote only in the event of a tie vote, ~~and such vote shall contribute to a majority in such an event.~~

(2008 Ga. Laws (Act No. 1448), page 3885, § 10)