



TOWN COUNCIL MEETING October 02, 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 the September 18, 2025, minutes.
2. Approval of the Amusement Masters agreement to provide festivities for the Founders Day Festival on October 4, 2025, in the amount of \$32,295.50.
3. Approval of a contract with Pony Perfect Party for ponies and petting zoo for Founders Day, October 4, 2025, for \$1,525.00.
4. Approval of Ortman Ventures LLC's Stormwater Management Operations and Maintenance Agreement (for 120 St. Stephens Court) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

- [5.](#) Consideration to Award the 881 Senoia Road – Plumbing Improvements for the Recreation facility, project PW-2024-04 to Action Plumbing in the amount of \$14,980 **Scott Langford, PE Public Works Director & Town Engineer**
- [6.](#) Consideration to approve a contract revision with Keck and Wood regarding scope of services. **Phillip Trocquet, Assistant Town Manager**
- [7.](#) Consideration to approve Change Order Request 1 for PW-2024-30, Shamrock Park Pavilion Project regarding the contracted time of substantial completion. **Phillip Trocquet, Assistant Town Manager**

X. NEW BUSINESS

- [8.](#) Consideration to award Engineering Services for project PW-2022-14 the Handley Park Public Works Building Electrical Design to Goodwyn Mills Cawood, LLC for the amount not to exceed \$5,000. **Scott Langford, PE Public Works Director and Town Engineer**
- [9.](#) Consideration of a request from AMWaste to implement a rate increase based on the Consumer Price Index. - **Brandon Perkins, 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
September 18, 2025 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 Chief

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.*

Mr. Phillip Fields, a Pastor, who lives on Mann Road, thanked the Town for the use of Shamrock Park last night for their event. He thanked Council for the freedom to express their 1st Amendment rights. He also thanked Council for the police presence.

Ms. Sandy Dow, a local caterer and food truck owner, shared that the name for the new pop-up food truck events on Fridays and Saturdays should be changed. The current name is Tyrone Town bites. She named many names, including Tyrone's Street Cuisine, and Tyrone's Taste on the Go. She reported that there were not many attendees on Friday and Saturday and that most food truck vendors were working at fall festivals this time of year. She suggested hosting the event once or twice a month until the word gets out.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Campbell, Seconded by Council Member Furr.
Voting Yea: Council Member 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 September 4, 2025, minutes.
2. Approval to hire Ms. Cherish Mitchell for the Town's Code Enforcement Officer position.

A motion was made to approve the consent agenda.

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

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

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

3. Public Hearing for the consideration of an Alcohol License application from John Kaufman for Partners II Pizza of Tyrone for Off-Premises Catering of malt beverages and wine. Dee Baker, Town Clerk

Ms. Baker shared that before Council was the first application for an off-premises alcohol catering license. The ordinance originated in 2020, giving current business owners who already have a current serving license the ability to apply for an off-premises catering extension to their license. When approved, they could apply for a special event permit and serve at different commercial locations that met alcohol serving and distance requirements. They would also need to apply to the Department of Revenue and report their taxes to the Town.

Council Member Whelan asked when the ordinance was initiated. Mr. Trocquet stated that it was originally passed in 2020; however, changes to the ordinance were recently made.

Mayor Dial opened the public hearing for anyone who wished to speak in favor of the item. No one spoke.

Mayor Dial then opened the public hearing for anyone who wished to speak in opposition to the item. No one spoke.

Mayor Dial closed the public hearing.

A motion was made to approve the alcohol license for John Kaufman for Partners II Pizza of Tyrone for off-premises catering of malt beverages and wine.

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.

IX. OLD BUSINESS

4. Consideration to revise the Town of Tyrone fee schedule to establish fee minimums for building department fees. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet stated that in April, Council approved a new fee schedule for building, planning, zoning, engineering, and environmental services to comply with HB 461, which replaced the valuation method with a square-footage method. It was discovered that projects with small footprints were producing fees that did not cover the cost of inspections. He then made several recommendations for minimum fees. Among the fees were plan reviews for residential \$150, commercial \$250, pool flat fees were \$300 for residential, and the Town admin fee minimum would be \$30. He added that soon he would bring back ordinances referencing the fee schedule.

Council Member Hunter asked if the fee schedule would continue to change and what would take place if the Town no longer used SafeBuilt? Mr. Trocquet stated that most costs should remain the same for some time, unless we hire a staff member for the building department.

A motion was made to approve the revised Town of Tyrone fee schedule, establishing fee minimums for building department fees.

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

X. NEW BUSINESS

5. Approval to award the Pickleball Shade and installation bid to Playworx for an amount not to exceed \$10,253.47. Brandon Perkins, Town Manager

Mr. Perkins shared that Recreation sought bids for the purchase of a pickleball shade and its installation. The lowest of eight bids was Playworx for \$10,253.47. This was the same company that erected the new playground at Shamrock Park. He added that \$9,000 would come from the General Fund, and the remainder would come from Recreation Assigned Funds.

Council Member Campbell inquired about a warranty. Mr. Perkins stated that it was for 1 year, and the fabric was for 10 years. The shade would be located between the courts.

A motion was made to award the pickleball shade and installation bid to Playworx for an amount not to exceed \$10,253.47.

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.

- 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

Chief Munday invited Mayor and Council to Major Van Brock's retirement party on the 25th from 1:00 pm to 3:00 pm at the Tyrone Depot. He added that due to his retirement, there would be a few promotions forthcoming for Major, Captain, and Lieutenant. There would also be testing for Sergeant and Corporal, and he would be interviewing four to five officers for a full staff.

Mr. Perkins gave praise to Chief Mundy during the critical time following the recent death of an officer. He added that Chief Mundy lined up counseling for those who needed it. He knew what needed to be accomplished.

Mr. Perkins informed everyone that the Tyrone elections would be held in November, and two people qualified and were unopposed. He shared that everyone needed to come out and vote. Mr. Perkins stated that following the Fayette County Board of Election's official vote next Tuesday, he would advertise that early voting would be in the Town's Council Chambers three weeks before election day, which would be held in the Tyrone Library.

Mr. Trocquet noted that a rezoning was advertised for the Planning Commission meeting next week and for Council to vote on October 16th. The applicant lives at 243 Briarwood Road and was requesting the property be rezoned from AR (Agricultural Residential) to R-18.

Ms. Beach announced that the auditors were there all week and believed they left on a positive note, and the Town should have another favorable audit. Ms. Julie George with Rushton and Company will present their findings in February.

Ms. Beach also informed everyone that through email with the Fayette County Tax Commissioner's office, she was told that staff were struggling with new software and newly approved laws. This would mean that the millage public hearing would be delayed, and the deadline would probably be January 15th.

XIII. COUNCIL COMMENTS

Council Member Hunter wished his wife a Happy 16th Anniversary.

Council Member Whelan reminded everyone of the importance of voting for the Public Service Commissioner in November, they play a critical role in our state.

Council Member Whelan shared condolences to the late police officer's family and gave thanks to Chief Mundy for his role in assisting everyone. She also gave condolences and asked for prayers for the family of a motorcyclist who lost his life on Highway 74 and Tyrone Road.

Mayor Dial echoed the thanks given to Chief Mundy and the officers and staff members for time with the officer and for supporting him. Thank you all for investing in him. He added that he admired and respected Chief Mundy, his officers, and the staff.

XIV. EXECUTIVE SESSION

A motion was made to approve the Executive Session minutes from September 4, 2025.

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

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 7:30 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 2, 2025

Agenda Item Type: Consent Agenda

Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

Approval of a contract for Amusement Masters to provide amusements for Tyrone Founders Day Festival on October 4, 2025 in the amount of \$32,295.50.

BACKGROUND:

The Recreation Department sought bids for the rental of amusements for Tyrone Founders Day on October 4, 2025. Amusement Masters was the only bid received. Bid awarded to Amusement Masters.

FUNDING:

Budgeted line item #230-62-52.2320

STAFF RECOMMENDATION:

Staff recommends approval of this purchase not to exceed \$32,295.50.

ATTACHMENTS:

Amusement Masters contract

PREVIOUS DISCUSSIONS:

none

Contract #: 100425TYRONEZIPkss

Contract 09/10/2025

Date:

Client Name: Town of Tyrone Recreation

Contact Name: Lynda Owens

Cell#:

Phone#: (770) 487-4694

Address: 145 Commerce Drive

City: Tyrone

State : GA

Zip Code: 30290

Event Date: 10/04/2025

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

Setup Date: 10/03/2025 @ 1:00pm

Strike Time: 10/04/2025 @ 8:30pm

Date & Time:

Time:

Event Date:

Time:

Event Date:

Time:

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

Event Space: as directed per layout

Onsite Contact Name: Lynda Owens

Onsite Contact Number: (770) 378-5491

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

Quantity	Product
1	90' Super Slide (Hard Slide) with staff
1	Event Manager with Four (4) Set and Strike Staff
3	Generator for Swing Rides/Game Trailers
3	Generators: Portable
1	Carousel – Full Size 32'
1	Giant Human Claw with prizes with staff
3	Performers: Two (2) Face Painters and One (1) Balloon Artist

Initials:

Date:

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

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

Initials: _____

Date: _____

Rental Agreement

This Rental Agreement ("Agreement"), Contract Number 100524TYRONEZIPkss is made by and between Amusement Masters Production, Inc., d.b.a. AMPI (hereinafter referred to as "Lessor") and Town of Tyrone Recreation, (hereafter referred to as "Lessee") on **1/29/2024**. Whereas, Lessor is engaged in the business of leasing interactive games, amusements, novelties and other such related items on a short term basis to customers for use at shows, events, and other exhibitions;

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

Therefore, it is mutually agreed as follows:

1. **LEASE:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the interactive game equipment and any other personal property of Amusement Masters, more particularly listed on the contract agreement. The Rental of the Equipment shall be in accordance with the terms and conditions of the original Sales Quote. The items of equipment listed on this contract agreement, together with any repairs, replacements, or other substitution of parts, are hereinafter referred to as "Equipment". This Agreement shall constitute a rental Agreement and shall be binding when duly executed by the parties, their successors, legal representatives and permitted assigns. Lessor herein reserves the right to utilize photographs, video recordings, audio or other media documentation of the event for purposes of its own marketing and the client herein expressly authorizes any such activities by the Lessor and/or its partners.
2. **ARTIST/PERFORMER SPECIFIC:** In the event of Artist's/Performer's inability to perform due to physical causes, sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any acts of any public authority or any other causes, similar or dissimilar, beyond Artist's control, there shall be no claim for damages by either party to this contract and Lessor will make best efforts to procure the services of a comparable Artist. No substitution will be made unless one of the above conditions exists, and the Lessee authorizes the substitution. In the event that comparable substitution cannot be made, alternative entertainment will be offered or the act will be rescheduled. Lessee agrees that no portion of Artist's performance shall be recorded, reproduced or transmitted during performance unless specific written approval has been granted.
3. **RENTAL:** The Lessee agrees to pay to the Lessor, or its duly authorized representative, the rental fee of **\$32,295.50** as listed on the invoice dated and referenced with the same contract # as this contract.
4. **RENTAL FEE:** A deposit in the amount of \$8,073.88 shall be due upon execution of this agreement and the balance of \$24,221.62 shall be due upon setup of event and rental items on October 3, 2025. All items listed on this agreement shall be paid in full by the event date listed on this contract. All deposits are nonrefundable. All credit cards are subject to a 3.5% non-cash transaction fee. Any discounts given on package prices become null and void if payment terms are not met as agreed upon by Lessee. Should discount become void due to default on payment terms, additional monies due will be paid with balance of any other monies due and payable to Lessor. Should lodging be required by Lessor, Lessee agrees to provide suitable and adequate housing for Lessor's staff. Should for some reason unrelated to Lessor, the Event is cut short or terminated early, no refunds will apply or be issued.

Initials: _____

Date: _____

5. **DELIVERY/SET-UP:** Lessor shall deliver and set-up the Equipment at the place designated by the Lessee (hereinafter referred to as the "Facility"). Lessee is solely responsible to insure that there is adequate access to the Facility. Specifically, Lessee shall insure that the Facility is adequately equipped with the necessary freight elevators, freight doors and dock high accommodations. There will be a special handling charge, in addition to the rental charged, in the event that the Facility's accommodations do not contain the necessary freight elevators, freight doors and/or loading docks. Lessee shall be liable for the full rental and handling charges should the Lessor not be able to make delivery of the Equipment should the Facility not have the required accommodations.
6. **SITE INSPECTION OPTION:** For an additional charge, Lessor shall inspect the facility to determine whether it has adequate accessibility and accommodations, and shall become responsible for the delivery, set-up and dismantling of the Equipment, and shall thereby release Lessee from its duties under Paragraph 4, entitled "DELIVERY/SET-UP".
7. **DUTIES OF LESSEE:** Lessee is responsible for arranging adequate power to operate Equipment and any drayage and/or union labor required at no cost to Lessor. These arrangements must be made directly with the Facility. All Equipment is supplied with standard three-prong grounded cords that extend no further than the base of the Equipment.
8. **RENTAL PERIOD:** Lessee acknowledges and agrees the rental period shall be for the specified time in accordance with the information listed in this contract.
9. **REPLACEMENT OF MALFUNCTIONING / DAMAGED EQUIPMENT:** If the Equipment becomes unsafe or is in disrepair as a result of normal use, Lessee agrees to discontinue use and notify Lessor immediately, who will then replace the Equipment with similar Equipment in good working order, if available. Equipment that is damaged due to misuse and / or abuse by Lessee guests, employees, patrons during terms of agreement will be repaired / replaced at Lessee expense based on fair market value.

Initials: _____

Date: _____

10. **INDEMNITY:** Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees arising out of, lessee's possession, use, operation or return of the Equipment. Lessor shall indemnify and hold Lessee harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees arising out of, lessor's maintenance of installation of the Equipment..

11. **OWNERSHIP:** The Equipment is and shall at all times be and remain the sole and exclusive property of Lessor and the Lessee shall have no right, title, or interest therein or thereto except as expressly set forth in the Agreement.

12. **MISCELLANEOUS:** The Agreement shall be governed by the laws of the State of Georgia. Time is of the essence of this Agreement. This writing constitutes the entire Agreement between the parties and may not be changed or modified except by a writing signed by each of the parties. This Agreement shall be binding upon and shall insure to the benefits of, and be enforceable by, the respective heirs, transferees, successors, and assigns of the parties hereto. The Lessee shall not assign this Agreement without prior written consent of the Lessor. Lessor will add Lessee as additional insured on Lessor's insurance if requested.

13. **WEATHER:** If an event is cancelled due to weather conditions (or potential weather conditions) by Lessor's representative or by the Lessee of the equipment 48 hours prior to delivery time, the date can be rescheduled within 180 days of the original contract date without losing any money. Deposits are non-refundable. Once onsite, should inclement weather occur before set or during event, Lessor's staff will stay on-site for the duration of the contracted hours of the event in anticipation of improved weather conditions, should the event be impossible to host, the date can be rescheduled within 180 days of the original contract date without any loss of money. If weather conditions arise during an event and an Amusement Master's staff person stops operation of interactives out of a concern for safety of attendees or inappropriate equipment operation due to the weather conditions, Lessor will not be penalized monetarily for nonuse of the equipment due to weather.

14. **OVERTIME CHARGE:** If event extends past contracted event time due to request by Lessee or circumstances governed by Lessee decision, Lessee will agree to pay minimum overtime charges of **5550** per hour or amount determined by Lessor due to event circumstances. Upon agreement of total amount of overpayment by Lessee and Lessor the overtime payment will be paid in full within 10 days of contracted event.

15. **LATE PAYMENT:** Should the Lessee fail to pay the full amount due **within thirty (30) days of the event date**, Lessor reserves the right to apply interest fees at a rate of 18% per annum on the open balance including the amount of any discounts. Should the full amount due remain unpaid in excess of 3 months, the Lessor will commence procedures for which Client shall be responsible for all costs and expenses of the same, including, but not limited to, reasonable attorneys fees.

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

Initials: _____

Date: _____

LESSEE

COMPANY: **Town of Tyrone Recreation**

BY: _____

Eric Dial, Mayor

LESSOR

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

BY: _____

Kelly Smink

(digital signature)
Kelly Smink

President

ATTEST:

Dee Baker, Town Clerk

Initials: _____

Date: _____



Section VI, Item 2.

Invoice

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

(770)451-9111
info@amusementmasters.com

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

Date	Invoice No.
1/29/24	0231594
Terms	Due Date
Due on receipt	01/29/24

Amount Due	Enclosed
\$20,150.00	

Please detach top portion and return with your payment.

		P.O. Number	Sales Rep
		100524TYRONEZIPkss	Kelly Smink
Activity	Quantity	Rate	Amount
90' Super Slide (Hard Slide) with staff	1	\$6,500.00	\$6,500.00
Event Manager with Four (4) Set/Strike Staff	1	\$1,550.00	\$1,550.00
Generator for Swing Rides/Game Trailers	3	\$500.00	\$1,500.00
Generators: Portable	3	\$250.00	\$750.00
Carousel – Full Size 32'	1	\$7,000.00	\$7,000.00
Giant Human Claw with Prizes and Staff as well as Giant Legos with no staff	1	\$8,450.00	\$8,450.00
Two (2) Face Painters and One (1) Balloon Artist.	1	\$5,600.00	\$5,600.00
		Subtotal	\$31,350.00
		Discount	
		Damage Waiver	\$0.00
		Travel	\$445.50
		Tax	\$0.00
		Delivery	\$500.00
		Total	\$32,295.50

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



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 3, 2025

Agenda Item Type: Consent Agenda

Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

Approval of a contract with Pony Perfect Party ponies and petting zoo for Founders Day, October 4, 2025, in the amount of \$1,525.00.

BACKGROUND:

The Recreation Department sought quotes from three pony companies. Pony Perfect Party was the lowest, responsible quote.

FUNDING:

Budgeted. Line item# 230-62-52.1350

STAFF RECOMMENDATION:

Staff recommends approval of contract.

ATTACHMENTS:

Pony Perfect Party

PREVIOUS DISCUSSIONS:

No previous discussions.

Pony Perfect Party

This Agreement is made effective on the _____ day of _____, 2025, by and between Pony Perfect Party, located at 4709 Rivers Edge Drive in Gainesville, GA 30506, hereinafter referred to as the “Vendor,” and The Town of Tyrone, hereinafter referred to as the “Town”. The Town hereby engages Vendor who agrees to perform the services herein described, upon all the terms and conditions herein set forth.

Vendor: Pony Perfect Parties

EVENT DATE: October 4, 2024

EVENT HOURS: 3:00PM – 6:00PM

SET UP TIME : _____

BREAKDOWN TIME: _____

COMPENSATION: \$1,025.00 - Payable to Vendor at the Event via Check.

CONTACT: Lynda Owens 770-378-5491

ADDITIONAL CONTACT: 770-487-4694

EVENT: Tyrone Founders Day Festival

LOCATION: Shamrock Park – 960 Senoia Road; Tyrone, Georgia 30290

SPECIAL PROVISIONS: Three (3) ponies shall be provided.

Terms and Conditions

- 1) The Vendor is an independent contractor and assumes all responsibility for withholding tax, social security, state tax, public liability, and workman’s comp or liability insurance.
- 2) Once the Vendor has fully rendered services on the day of the Event, full payment must be submitted.
- 3) Vendor agrees to indemnify, hold harmless and defend the Town from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney’s fees) arising out of or related in whole or in part to any act or omission of the Vendor, its agents or employees, Vendor agrees to pay any and all judgements and/or costs (including attorney’s fees) which may be rendered against the Town as a result of the aforementioned claims
- 4) Force Majeure. Neither party hereto shall be liable to the other party for nonperformance, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to COVID-19, the weather (including but not limited to rain, showers, hurricanes, floods), declared or undeclared war, sabotage, insurrection, riot or other acts of civil disobedience or other acts of GOD. Should

event cancellation be required, deposit will be applied to a new rescheduled performance date as agreed upon by the parties, or alternatively, at the option of either party, the deposit shall be refunded to the Town of Tyrone which shall have no liability to the Artist for any payment or otherwise.

5) This Agreement and/or any dispute arising hereunder shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia in the courts of Fayette County, Georgia.

IN WITNESS WHEREOF, the parties hereto signed, sealed and delivered this Agreement this _____ day of _____ 2025.

TOWN OF TYRONE DOWNTOWN

Eric Dial, Mayor

ATTEST: (SEAL)

Dee Baker, Town Clerk

PONY PERFECT PARTY

Dori Lee Bishop Musselwhite, Owner
(678) 725-0647

ATTEST: (SEAL)

Secretary



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 2, 2025

Agenda Item Type: Consent Agenda

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Approval of Ortman Ventures LLC's Stormwater Management Operations and Maintenance Agreement (for 120 St. Stephens Court) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.

BACKGROUND:

Per the Town of Tyrone's Development Regulations, new development and re-development involving the addition or improvement of 5000 square feet of more of impervious surfaces are required to construct and maintain on-site stormwater management facilities to protect the health, safety, and welfare of the Town of Tyrone's residents and water quality in local watersheds. The agreement establishes the property owner's inspection and maintenance responsibilities, as well as the Town's right to inspect the facilities and require maintenance in accordance with the both the agreement and applicable standards from the latest edition of the Georgia Stormwater Management Manual. The missing documents include a final, as-built plat of the easement and a legal description of the easement; these documents shall be provided prior to issuance of the certificate of occupancy.

Pending receipt of finalized documents and Council approval, the agreement shall be recorded among the deed records of the Clerk of the Superior Court of Fayette County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

FUNDING:

N/A

STAFF RECOMMENDATION:

Staff recommends authorizing Mayor Dial to execute the Agreement between Ortman Ventures LLC and the Town of Tyrone, subject to receipt of finalized documents prepared to staff's satisfaction for the purpose of finalizing the agreement prior to the issuance of the facility's certificate(s) of occupancy.

ATTACHMENTS:

Stormwater Management Operations and Maintenance Agreement

PREVIOUS DISCUSSIONS:

None

STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT
Town of Tyrone, Georgia

THIS AGREEMENT, made and entered into this 3rd day of September,

20 25, by and between (insert full name of owner)

Ortman Ventures LLC

his/her successors and assigns, including but not limited to any homeowners association, commercial developer, holder of any portion of the below described property, and/or similar (hereinafter the "Property Owner"), and the Town of Tyrone, Georgia (hereinafter the "Town").

W I T N E S S E T H

WHEREAS, the Property Owner is the owner of certain real property described as

(Fayette County Tax Map/Parcel Identification Number) 0726

and recorded by deed in the land records of Fayette County, Georgia, Deed Book 5861 page

496, and Plat Book 41, page 78, and more particularly described on the

attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the Property Owner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan/Development known

as (insert name of plan/development)

Dogtopia

(hereinafter the "Plan"), which is expressly made a part hereof, as approved or to be approved by

the Town, provides for detention and/or management of stormwater within the confines of the

Property; and

WHEREAS, the Town and the Property Owner agree that the health, safety, and welfare

of the residents of the Town of Tyrone, Georgia, require that on-site stormwater management

facilities be constructed and maintained on the Property; and

WHEREAS, the Land Development Regulations for the Town of Tyrone require that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Property Owner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1.

The on-site stormwater management facilities shall be constructed by the Property Owner in accordance with the plans and specifications identified in the Plan.

2.

The Property Owner shall maintain the facility or facilities in good working condition acceptable to the Town and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit "B".

3.

The Property Owner hereby grants permission to the Town, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the Town deems necessary. Whenever possible, the Town shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of the Town to allow the Town to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit "C" and by reference made a part hereof.

4.

In the event the Property Owner fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the Town and in accordance with the maintenance schedule incorporated in this Agreement, the Town, with due

notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the Town to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the Town.

5.

In the event the Town, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the Town within thirty (30) days of receipt thereof for all the costs incurred by the Town hereunder. If not paid within the prescribed time period, the Town shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the Town as a result of the Property Owner's failure to maintain the facility or facilities.

6.

It is the intent of this Agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by stormwater runoff.

7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be

removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

8.

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report, attached to this Agreement as Exhibit "D" and by this reference made a part hereof, for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

9.

The Property Owner hereby indemnifies and holds harmless the Town and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Town from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the Town. In the event a claim is asserted against the Town or its authorized agents or employees, the Town shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the Town or its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

10.

This Agreement shall be recorded among the deed records of the Clerk of the Superior Court of Fayette County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

11.

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

12.

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized official, this Agreement.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: Ortman Ventures LLC, A Georgia Corporation
Printed or Typed Name

By: *Lynn A Ortman*
Signature

Lynn A Ortman
Typed or Printed Name

Title: Owner

Attest: *Mark Conable*
Signature of Witness

Mark Conable
Typed or Printed Name

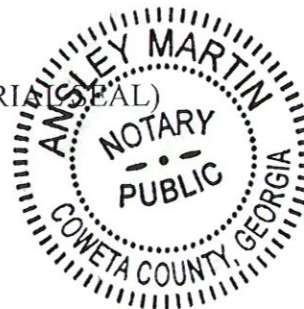
Title: Senior Project Manager

(SEAL)

Notary Public: *Ansley Martin*

My Commission Expires: 3/6/2029

(NOTARIAL SEAL)



TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Notary Public: _____

(NOTARIAL SEAL)

My Commission Expires: _____

Attachments:

- Exhibit A. Plat and Legal Description
- Exhibit B. Maintenance and Inspection Schedule
- Exhibit C. Permanent Water Quality BMP and Access Easement Agreement
- Exhibit D. Example Operation and Maintenance Inspection Report

EXHIBIT A
PLAT AND LEGAL DESCRIPTION

After recording return to:
 Lawson, Beck and Sandlin LLC
 560 Newnan Crossing Bypass, Suite 100
 Newnan, GA 30265
 File No.: 24-NWN-1549

STATE OF GEORGIA
 COUNTY OF FAYETTE

QUITCLAIM DEED

THIS INDENTURE, made and entered into this 7th day of August, 2025 by and between **MAP EQUITIES, LLC**, a Georgia limited liability company, as party of the first party (herein referred to as "Grantor"), and **ORTMAN VENTURES LLC**, a Georgia limited liability company, as party of the second party (herein referred to as "Grantee").

WITNESSETH:

That the said party of the first part for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit-claim to the said party of the second part, its successors and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lot 116 of the 7th District, Fayette County Georgia being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

Together with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

For the same consideration, Grantor hereby conveys unto Grantee, all interest, if any, of Grantor in strips and gores between the Land and abutting properties and any land lying in or under the bed of any street, alley, road or right of way, open or proposed, abutting or adjacent to the Land (all of said Land and interest being collectively referred to as the "Property").

The purpose of this deed is to conform the legal description of the Property to a boundary utilizing a current survey in order to avoid discrepancies with the previous legal description.

TO HAVE AND TO HOLD the said described Property unto the said party of the second part, its successors and assigns, so that neither the said party of the first part nor its successors, nor any other person claiming under it shall at any time claim or demand any right, title or interest to the aforesaid described Property or its appurtenances.

TO HAVE AND TO HOLD the Grantor warrant and affirms that this deed is being executed as an act of the winding up of the affairs of the company under Georgia law.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first written above.

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My commission expires

(Notary Seal)



MAP EQUITIES, LLC
a Georgia limited liability company

By: *[Signature]* (SEAL)
Steven Gulas, Manager

By: *[Signature]* (SEAL)
Debra Gulas, Manager

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 116, 7TH DISTRICT, TOWN OF TYRONE, FAYETTE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½-INCH REBAR FOUND AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF CARRIAGE OAKS DRIVE (70-FOOT RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF OLD SENOIA ROAD (80-FOOT RIGHT-OF-WAY); THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD SENOIA ROAD 294.94 FEET, TO A ½-INCH REBAR FOUND, SAID ½-INCH REBAR BEING THE POINT OF BEGINNING.

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD SENOIA ROAD SOUTH 09°47'46" WEST 224.81 FEET TO A PARKER KALON NAIL SET IN THE CENTERLINE OF BARON'S COURT (PRIVATE DRIVE); THENCE ALONG THE CENTERLINE OF BARON'S COURT NORTH 75°06'54" WEST 195.03 FEET TO A PARKER KALON NAIL SET AT THE CENTERLINE INTERSECTION OF BARON'S COURT AND ST. STEPHENS COURT (PRIVATE DRIVE); THENCE ALONG THE CENTERLINE OF ST. STEPHENS COURT NORTH 09°49'16" EAST 224.97 FEET TO A PARKER KALON NAIL FOUND IN THE CENTERLINE OF ST. STEPHENS COURT; THENCE LEAVING THE CENTERLINE OF STEPHENS COURT SOUTH 75°03'58" EAST 194.95 FEET TO A ½-INCH REBAR FOUND, SAID ½-INCH REBAR FOUND BEING THE POINT OF BEGINNING.

EXHIBIT B
MAINTENANCE AND INSPECTION SCHEDULE

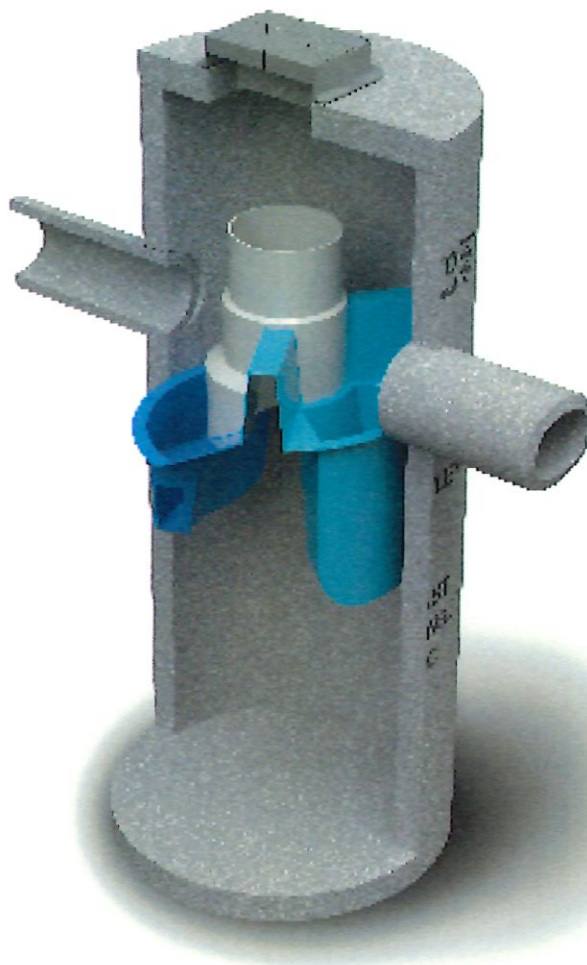
EXHIBIT "B"

**STORMWATER FACILITY INSPECTION
AND MAINTENANCE SCHEDULE**
Town of Tyrone, Georgia

STORMWATER FACILITY	INSPECTION FREQUENCY
Wet Pond	Once per Year
Dry Pond	Once per Year
Constructed Wetlands	Once per Year
Filtration Facility	Once per Year
Enhanced Swales, Grass Channels and Filter Strips	Once per Year

Required maintenance – All stormwater structural control facilities will be maintained, at a minimum, according to the guidelines and procedures provided in Volume 2 of the Georgia Stormwater Management Manual. (Maintenance requirements are detailed for each structural control. See www.georgiastormwater.com for more information.) In general, the Town is responsible for maintenance of all stormwater infrastructure located on public property and in the right of way. Commercial, industrial and residential property owners are responsible for maintenance of stormwater infrastructure located on private property.

Inspections – The Property Owner shall inspect all stormwater facilities at least once each year using the BMP Operation and Maintenance Inspection Report attached to the Stormwater Management Inspection and Maintenance Agreement as Exhibit "D". Upon completion of each inspection, the Property Owner shall submit the completed Report to the Town.



Operation and Maintenance Manual

First Defense® High Capacity and First Defense® Optimum

Vortex Separator for Stormwater Treatment

Table of Contents

3	FIRST DEFENSE® BY HYDRO INTERNATIONAL - INTRODUCTION - OPERATION - POLLUTANT CAPTURE AND RETENTION
4	MODEL SIZES & CONFIGURATIONS - FIRST DEFENSE® COMPONENTS
5	MAINTENANCE - OVERVIEW - MAINTENANCE EQUIPMENT CONSIDERATIONS - DETERMINING YOUR MAINTENANCE SCHEDULE
6	MAINTENANCE PROCEDURES - INSPECTION - FLOATABLES AND SEDIMENT CLEAN OUT
8	FIRST DEFENSE® INSTALLATION LOG
9	FIRST DEFENSE® INSPECTION AND MAINTENANCE LOG

COPYRIGHT STATEMENT: The contents of this manual, including the graphics contained herein, are intended for the use of the recipient to whom the document and all associated information are directed. Hydro International plc owns the copyright of this document, which is supplied in confidence. It must not be used for any purpose other than that for which it is supplied and must not be reproduced, in whole or in part stored in a retrieval system or transmitted in any form or by any means without prior permission in writing from Hydro International plc. First Defense® is a trademarked hydrodynamic vortex separation device of Hydro International plc. A patent covering the First Defense® has been granted.

DISCLAIMER: Information and data contained in this manual is exclusively for the purpose of assisting in the operation and maintenance of Hydro International plc's First Defense®. No warranty is given nor can liability be accepted for use of this information for any other purpose. Hydro International plc has a policy of continuous product development and reserves the right to amend specifications without notice.

I. First Defense® by Hydro International

Introduction

The First Defense® is an enhanced vortex separator that combines an effective and economical stormwater treatment chamber with an integral peak flow bypass. It efficiently removes total suspended solids (TSS), trash and hydrocarbons from stormwater runoff without washing out previously captured pollutants. The First Defense® is available in several model configurations to accommodate a wide range of pipe sizes, peak flows and depth constraints.

The two product models described in this guide are the First Defense® High Capacity and the First Defense® Optimum; they are inspected and maintained identically.

Operation

The First Defense® operates on simple fluid hydraulics. It is self-activating, has no moving parts, no external power requirement and is fabricated with durable non-corrosive components. No manual procedures are required to operate the unit and maintenance is limited to monitoring accumulations of stored pollutants and periodic clean-outs. The First Defense® has been designed to allow for easy and safe access for inspection, monitoring and clean-out procedures. Neither entry into the unit nor removal of the internal components is necessary for maintenance, thus safety concerns related to confined-space-entry are avoided.

Pollutant Capture and Retention

The internal components of the First Defense® have been designed to optimize pollutant capture. Sediment is captured and retained in the base of the unit, while oil and floatables are stored on the water surface in the inner volume (Fig.1).

The pollutant storage volumes are isolated from the built-in bypass chamber to prevent washout during high-flow storm events. The sump of the First Defense® retains a standing water level between storm events. This ensures a quiescent flow regime at the onset of a storm, preventing resuspension and washout of pollutants captured during previous events.

Accessories such as oil absorbent pads are available for enhanced oil removal and storage. Due to the separation of the oil and floatable storage volume from the outlet, the potential for washout of stored pollutants between clean-outs is minimized.

Applications

- Stormwater treatment at the point of entry into the drainage line
- Sites constrained by space, topography or drainage profiles with limited slope and depth of cover
- Retrofit installations where stormwater treatment is placed on or tied into an existing storm drain line
- Pretreatment for filters, infiltration and storage

Advantages

- Inlet options include surface grate or multiple inlet pipes
- Integral high capacity bypass conveys large peak flows without the need for "offline" arrangements using separate junction manholes
- Long flow path through the device ensures a long residence time within the treatment chamber, enhancing pollutant settling
- Delivered to site pre-assembled and ready for installation

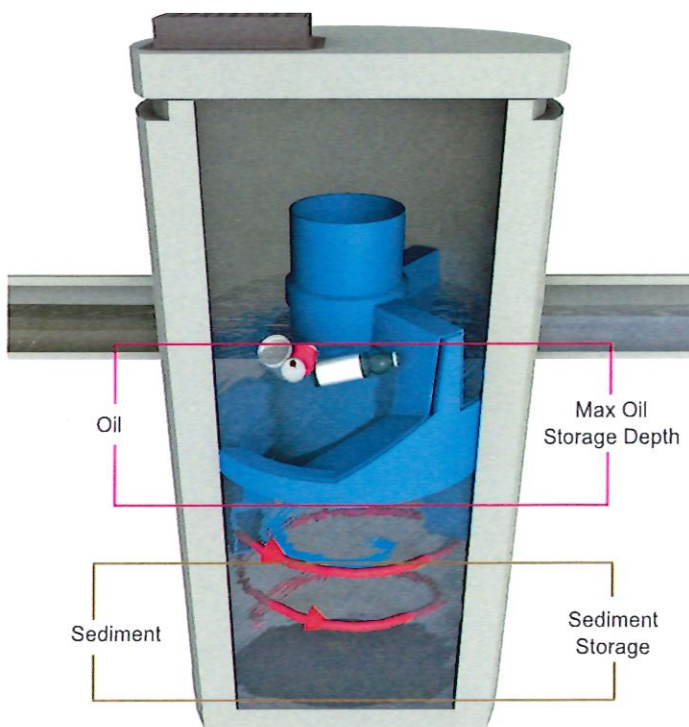


Fig.1 Pollutant storage volumes in the First Defense®.

II. Model Sizes & Configurations

The First Defense® inlet and internal bypass arrangements are available in several model sizes and configurations. The components have modified geometries allowing greater design flexibility to accommodate various site constraints.

All First Defense® models include the internal components that are designed to remove and retain total suspended solids (TSS), gross solids, floatable trash and hydrocarbons (Fig.2). First Defense® model sizes (diameter) are shown in Table 1.

III. Maintenance

First Defense® Components

- | | | |
|--------------------|-----------------------------|-------------------------|
| 1. Built-In Bypass | 4. Floatables Draw-off Port | 7. Sediment Storage |
| 2. Inlet Pipe | 5. Outlet Pipe | 8. Inlet Grate or Cover |
| 3. Inlet Chute | 6. Floatables Storage | |

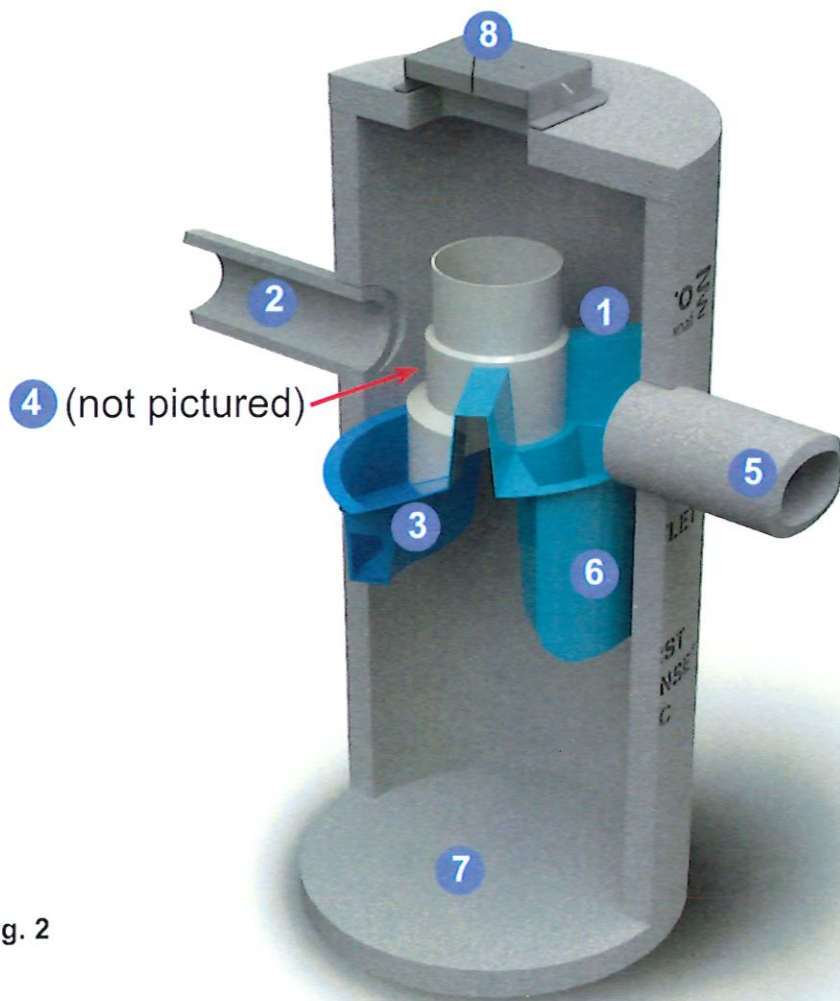


Fig. 2

Table 1

First Defense® Model Sizes	
(ft / m) diameter	
3 / 0.9	
4 / 1.2	
5 / 1.5	
6 / 1.8	
7 / 2.1	
8 / 2.4	
10 / 3.0	

Overview

The First Defense® protects the environment by removing a wide range of pollutants from stormwater runoff. Periodic removal of these captured pollutants is essential to the continuous, long-term functioning of the First Defense®. The First Defense® will capture and retain sediment and oil until the sediment and oil storage volumes are full to capacity. When sediment and oil storage capacities are reached, the First Defense® will no longer be able to store removed sediment and oil.

The First Defense® allows for easy and safe inspection, monitoring and clean-out procedures. A commercially or municipally owned sump-vac is used to remove captured sediment and floatables. Access ports are located in the top of the manhole.

Maintenance events may include Inspection, Oil & Floatables Removal, and Sediment Removal. Maintenance events do not require entry into the First Defense®, nor do they require the internal components of the First Defense® to be removed. In the case of inspection and floatables removal, a vactor truck is not required. However, a vactor truck is required if the maintenance event is to include oil removal and/or sediment removal.

Maintenance Equipment Considerations

The internal components of the First Defense® have a centrally located circular shaft through which the sediment storage sump can be accessed with a sump vac hose. The open diameter of this access shaft is 15 inches in diameter (Fig.3). Therefore, the nozzle fitting of any vactor hose used for maintenance should be less than 15 inches in diameter.

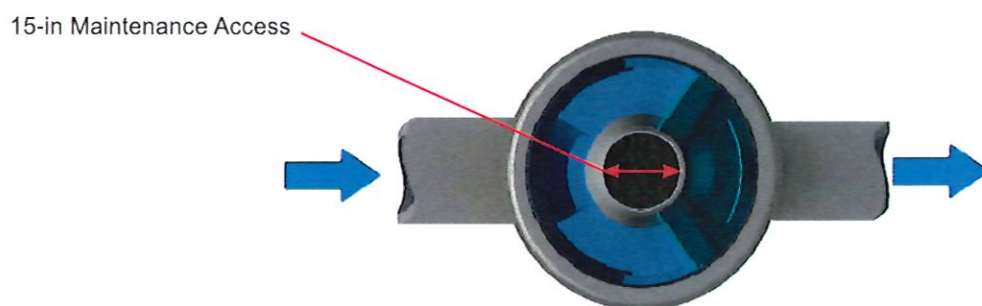


Fig.3 The central opening to the sump of the First Defense® is 15 inches in diameter.

Determining Your Maintenance Schedule

The frequency of clean out is determined in the field after installation. During the first year of operation, the unit should be inspected every six months to determine the rate of sediment and floatables accumulation. A simple probe such as a Sludge-Judge® can be used to determine the level of accumulated solids stored in the sump. This information can be recorded in the maintenance log (see page 9) to establish a routine maintenance schedule.

The vactor procedure, including both sediment and oil / floatables removal, for First Defense® typically takes less than 30 minutes and removes a combined water/oil volume of about 765 gallons.

Inspection Procedures

1. Set up any necessary safety equipment around the access port or grate of the First Defense® as stipulated by local ordinances. Safety equipment should notify passing pedestrian and road traffic that work is being done.
2. Remove the grate or lid to the manhole.
3. Without entering the vessel, look down into the chamber to inspect the inside. Make note of any irregularities. Fig.4 shows the standing water level that should be observed.
4. Without entering the vessel, use the pole with the skimmer net to remove floatables and loose debris from the components and water surface.
5. Using a sediment probe such as a Sludge Judge®, measure the depth of sediment that has collected in the sump of the vessel.
6. On the Maintenance Log (see page 9), record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components or blockages.
7. Securely replace the grate or lid.
8. Take down safety equipment.
9. Notify Hydro International of any irregularities noted during inspection.



Fig.4 Floatables are removed with a vector hose

Floatables and Sediment Clean Out

Floatables clean out is typically done in conjunction with sediment removal. A commercially or municipally owned sump-vac is used to remove captured sediment and floatables (Fig.4).

Floatables and loose debris can also be netted with a skimmer and pole. The access port located at the top of the manhole provides unobstructed access for a vector hose to be lowered to the base of the sump.

Scheduling

- Floatables and sump clean out are typically conducted once a year during any season.
- Floatables and sump clean out should occur as soon as possible following a spill in the contributing drainage area.

Recommended Equipment

- Safety Equipment (traffic cones, etc)
- Crow bar or other tool to remove grate or lid
- Pole with skimmer or net (if only floatables are being removed)
- Sediment probe (such as a Sludge Judge®)
- Vector truck (flexible hose recommended)
- First Defense® Maintenance Log

Floatables and Sediment Clean Out Procedures

1. Set up any necessary safety equipment around the access port or grate of the First Defense® as stipulated by local ordinances. Safety equipment should notify passing pedestrian and road traffic that work is being done.
2. Remove the grate or lid to the manhole.
3. Without entering the vessel, look down into the chamber to inspect the inside. Make note of any irregularities.
4. Remove oil and floatables stored on the surface of the water with the vactor hose or with the skimmer or net
5. Using a sediment probe such as a Sludge Judge®, measure the depth of sediment that has collected in the sump of the vessel and record it in the Maintenance Log (page 9).
6. Once all floatables have been removed, drop the vactor hose to the base of the sump. Vactor out the sediment and gross debris off the sump floor
7. Retract the vactor hose from the vessel.
8. On the Maintenance Log provided by Hydro International, record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components, blockages, or irregularly high or low water levels.
9. Securely replace the grate or lid.

Maintenance at a Glance

Inspection	- Regularly during first year of installation - Every 6 months after the first year of installation
Oil and Floatables Removal	- Once per year, with sediment removal - Following a spill in the drainage area
Sediment Removal	- Once per year or as needed - Following a spill in the drainage area
NOTE: For most clean outs the entire volume of liquid does not need to be removed from the manhole. Only remove the first few inches of oils and floatables from the water surface to reduce the total volume of liquid removed during a clean out.	

EXHIBIT C

**PERMANENT WATER QUALITY BMP AND ACCESS
EASEMENT AGREEMENT**

EXHIBIT "C"

**PERMANENT WATER QUALITY BMP AND
ACCESS EASEMENT AGREEMENT**
Town of Tyrone, Georgia

THIS EASEMENT granted this 3rd day of September, 2025,
between the Property Owner Ortman Ventures LLC as party of the
first part, hereinafter referred to as Grantor, and the TOWN OF TYRONE, a political subdivision
of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH

That Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid
at and before the sealing and delivery of this easement and in consideration of the agreements
and covenants contained in this document and the Stormwater Management Inspection and
Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an
easement in and to that portion of the property shown on Exhibit "A" to the Stormwater
Management Inspection and Maintenance Agreement, as shown and identified on the plat
attached hereto as Exhibit "I".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance
activities to the Water Quality Best Management Practice (BMP) facility, and to prevent
development of the property within the easement following issuance of the Certificate of
Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without
written permission from the Town of Tyrone, Georgia. This easement is required by the
provisions of the Stormwater Management Inspection and Maintenance Agreement executed by
and between the Grantor and Grantee.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized official, this Agreement.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: Ortman Ventures LLC, A Georgia Corporation
Printed or Typed Name

By: *Lynn A Ortman*
Signature

Lynn A Ortman
Typed or Printed Name

Title: Owner

Attest: *Mark Conable*
Signature of Witness

Mark Conable
Typed or Printed Name

Title: Senior Project Manager

(SEAL)

Notary Public: *Ansley Martin*

My Commission Expires: 3/6/2029



TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

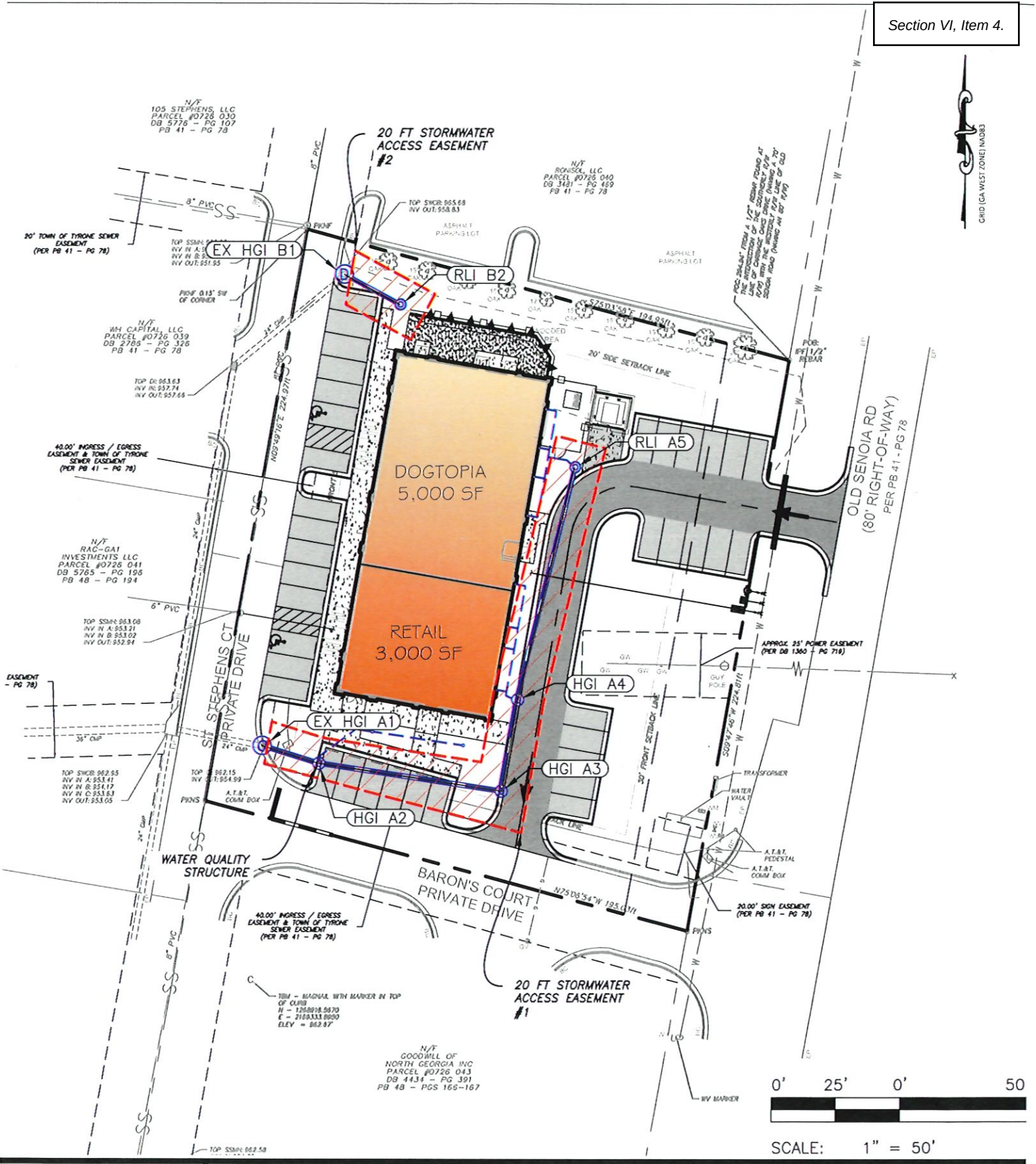
Notary Public: _____

My Commission Expires: _____

(NOTARIAL SEAL)

Attachments:

Exhibit 1. Plat of Easement



PERMANENT WATER QUALITY BMP AND ACCESS
EASEMENT AGREEMENT EXHIBIT
FOR
DOGTOPIA
OLD SENOIA ROAD
(Tax Parcel ID No. 0726 031)

EXHIBIT C1



EXHIBIT D

EXAMPLE OPERATION AND MAINTENANCE
INSPECTION REPORT



First Defense® Inspection and Maintenance Log

Date	Initials	Depth of Floatables and Oils	Sediment Depth Measured	Volume of Sediment Removed	Site Activity and Comments

**COUNCIL AGENDA ITEM COVER SHEET****Meeting Type:** Council - Regular**Meeting Date:** October 2, 2025**Agenda Item Type:** Old Business**Staff Contact:** Scott Langford

STAFF REPORT**AGENDA ITEM:**

Consideration to Award the 881 Senoia Road – Plumbing Improvements for the Recreation facility, project PW-2024-04 to Action Plumbing in the amount of \$14,980.

BACKGROUND:

The Town has utilized the rear building at 881 Senoia Road for a Town Hall Administration facility for years. With the construction of the new Town Hall in 2020, the Admin section has been vacant except for filming, and the museum start up period. In 2022, Staff expressed desire to expand Recreation services for classrooms and a community room. In December 2022, the facility had water damage as the result of a frozen waterline. During this time, staff met to discuss plans for the facility and needed renovations. In 2024, the Council approved a floor plan for the rear area of the building. Staff has obtained bids for the plumbing repairs and improvements portion of the project. The low responsive and responsible bidder was Action Plumbing at \$14,980. Total estimated cost for the complete rehab project (plumbing, electrical, HVAC, flooring/etc...) is \$200K.

FUNDING:

General Fund 100-40-54.1300 (includes Insurance funds) and 2017 SPLOST

STAFF RECOMMENDATION:

Staff requests that Council approve the Award to Action Plumbing for the 881 Senoia Road – Plumbing Improvements for the Recreation facility, project number PW-2024-04 in the amount of \$14,980.

ATTACHMENTS:

Bid Tabulation and bids

PREVIOUS DISCUSSIONS:

Multiple budget meetings and workshop.



Bid Tabulation
881 Building Plumbing Renovation
Project Number <enter project number> PW-2024-04
15-Sep-25

Company	Action Plumbing Company	The Corbett Group	Fitzgerald & Sons	E. Dennis HVAC,		
	Tyrone, GA	Douglasville, GA	Peachtree City, GA	Plumbing & Heating		
Addendum				Peachtree City, GA		
Bid Security Attached	NA	NA	NA	NA	NA	NA
	NR	NR	NR	NR	NR	NR
Plumbing Renovation	\$ 14,980.00		\$ 30,451.00			
Special Allowance	NA	NA	NA	NA	NA	NA
Total Base Bid Price	\$ 14,980.00	\$ No Bid -	\$ 30,451.00	\$ No Bid -	\$ -	\$ -

Numbers in Red were adjusted for math corrections.

Bids Received by: Curtis Carson

Bids Reviewed by: Scott Langford



ACTION PLUMBING COMPANY
1520 Senoia Road, Suite C
Tyrone, Ga 30290

Estimate

DATE

NUMBER

08/15/2025

2911

Valid for 30 Days

BILL TO:

Town of Tyrone (6567)
950 Senoia Road Suite A
Tyrone, Georgia, 30290

P: 7704874038 E: slangford@tyrone.org

LOCATION:

Recreation Office
881 Senoia Road
Tyrone, Georgia 30290

Contact: Curtis Carson
P: 770-881-8259 P: 770-881-8259
E:curtis.carson@tyronega.gov

QTY	MPN	DESC
1.00		Time & Material:

TOTAL \$ 14,980.00

Recreation Office
Plan Date 7.23.2025

Plumber to cut all necessary concrete to install new plumbing.
Plumber to remove and dispose of all debris in dumpster provided by plumber.
Plumber to prep jobsite for inspection.
Plumber to pour back all concrete

New Work:

Plumber to rough in and install the following:

-existing water heater to remain

Restrooms:

(2) lavatory sinks by builder with Moen chrome lavatory faucets
(2) Kohler Highline elongated commodes (tank type)

-Haws (1109, S700) Stainless Steel drinking fountain

Arts & Crafts Room:

-sink by builder with Moen Method SRS faucet

Restroom:

-wall hung lavatory to remain with Moen Chrome lavatory faucet
-Kohler Highline elongated commode (tank type)

Job figured with UPONOR PEX water lines and PVC drain lines

Plumber to tie into existing water service

Plumber to install new PRV with commercial metal access door with lock and key

Plumber to tie into existing drain line

Plumber to insulate all water lines in unheated areas

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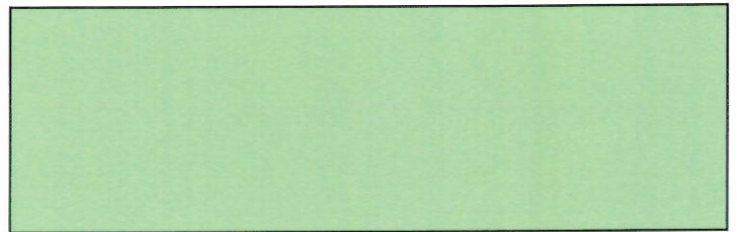


FitzGerald & Sons Plumbing Company

105 Auburn Ct., Suite 1
Peachtree City, GA 30269

Phone: 770-487-8714
Fax: 770-487-6525

Date: 9-12-2025
Ref: 770-487-4038
Email: ccarson@tyrone.org
Scott.langford@tyrone.org
Submitted By: Louie



Submitted To: Curtis Carson
Town of Tyrone
950 Senoia Road, Suite A
Tyrone, GA 30290

Job: Recreation Office Renovations

Description of Work: We will Rough-in for a toilet and lavatory in Unisex restroom 105 (Use Existing Fixtures), a new sink in Arts and Crafts 106 (Integral sink by others), a new drinking fountain (provided by FitzGerald), add a pressure reducing valve and access panel at water main entry in the hallway, cut the slab and rerough 2 toilets in unisex restrooms 110 and 113 and rerough water piping for 2 toilets (Provided by FitzGerald) and 2 lavatories (Integral bowls provided by others). Replace the concrete at the 2 toilet re-roughs. Add a thermal expansion tank at the existing water heater. This work is per P100 and P101 provided by Town of Tyrone. Pex piping for water distribution and PVC for sanitary drainage.

Inclusions: Materials, labor and tools to complete the work during normal business hours.

Exclusions: After Hours/Weekend work. Permit Fees. This estimate is for the work described here within and may not include charges from previous visits.

Bid Price: \$30,451.00

Alternates: None

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation insurance.

3% added for credit or debit card payment.

Authorized Signature: *L. M. Lamy, Jr.*

Note: We may withdraw this proposal if not accepted within 45 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Price Accepted: _____

Date of Acceptance: _____

Signature: _____

Print Name: _____

Bid Reference: Town of Tyrone RFE Curtis Carson



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 2, 2025

Agenda Item Type: Old Business

Staff Contact: Phillip Trocquet, Asst. Town Mgr.

STAFF REPORT

AGENDA ITEM:

Consideration to approve a contract amendment with Keck and Wood, Inc regarding scope of services.

BACKGROUND:

The Town recently approved a contract with Keck and Wood, Inc for Engineering Plan review services in May of this year. Excluded from the scope of services for this contract were on-site inspections and reviews of landscape plans. These were services staff intended to include within the contract scope, but were overlooked.

The revised contract includes these items, On-Site Inseptions and Landscape Plan Reviews, as additional Tasks within the contract scope. No change has been made to the terms and conditions of the contract as approved by the Town's Legal Counsel.

FUNDING:

PW Technical/Professional Services

STAFF RECOMMENDATION:

Staff Recommends Approval of the Contract Amendment regarding Scope of Services

ATTACHMENTS:

Revised Contract

PREVIOUS DISCUSSIONS:

May 2025

May 2, 2025
Amended: September 22, 2025

Phillip Trocquet, AICP, CPM
Assistant Town Manager
Town of Tyrone
950 Senoia Road
Tyrone, GA 30290

Re: Engineering Plan Review Services

Dear Mr. Trocquet:

Keck & Wood (“Consultant”) is pleased to submit this proposal to the Town of Tyrone (“Owner”) to perform engineering and environmental review of site development plans.

TASK A

A1. LAND DEVELOPMENT PERMIT (LDP) ENGINEERING CIVIL PLAN REVIEW

- i. Professional Services will involve Keck + Wood (KW) conducting an engineering review of site development plans associated with the land development process and permitting in the Town of Tyrone. Typical development plans may include site plan, demolition plan, grading plan, erosion control, access management (driveways and local streets), stormwater drainage plans and associated hydrology analysis, and landscape and tree protection plans. These reviews will require that the Town provided checklists be evaluated and plans reviewed according to the Town’s checklists and ordinances.

It’s our understanding the plans may be of the following types: single or multi-family residential, commercial, institutional or industrial. KW will review the plans to assist the Town in ensuring development or redevelopment will meet the Town’s Code of Ordinances, Development Regulations, and the Georgia Stormwater Management Manual (GSMM, latest edition).

- ii. Upon receipt of the plan or report submittal or through the Town (such as electronic pdf format), KW will aim to complete the plan review within twenty-one (21) calendar days of receipt of the notification from the Town, but may take up to thirty (30) calendar days for more complex developments. The review will consist of completing the Town provided checklists concurrent with the review. KW may provide additional comments outside the Town checklist if deemed applicable and reasonable to the Land Development Permit. Comments will be made directly in the plan review portal. All transmittals and notifications directly to the applicant shall be done by a Town staff member unless otherwise directed by the Town.

TASK B

B1. ON-SITE INSPECTIONS

At the request of the Owner, the following inspections can be performed at our standard hourly rates:

1. State waters verification in support of a State stream buffer variance
2. Erosion control site inspections
3. On-site inspections to investigate drainage complaints

EXCLUSIONS OR ASSUMPTIONS:

Excluded in this scope of work include:

- Review of zoning ordinance criteria such as zoning and land use entitlement, special use permits, building setbacks, parking space requirements, final plats or record drawings, or associated variances and exemptions
- Review of photometric plans
- Review of sanitary lift station design
- Review of major roadway, traffic or intersection design plans.
- Review of building plans and/or building inspections
- Pre-development meetings with applicant and/or engineer
- Meetings with applicant and/or engineer regarding engineering plan comments

FEE SCHEDULE:

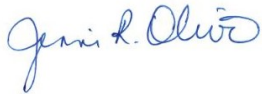
Compensation for work performed shall be billed on an hourly basis per the attached Standard Rate Schedule. Once per month during the existence of this contract, the Consultant shall submit an invoice for payment based on the work performed for the project task(s) through the invoice period.

Should the Town wish to engage any services not provided in the scope herein, KW can provide a separate fee or fee estimate based on the attached 2025 Standard Rate Schedule.

If you have any questions or would like additional information, please don't hesitate to call or contact us.

Sincerely,

KECK & WOOD, INC.



Jenni Olivo, P.E.



Greg Sistrunk, P.E.
Vice President

ACCEPTED by TOWN OF TYRONE, GA

This _____ day of _____, 2025

By: _____

Title: _____

Attachments:

Terms and Conditions
2025 Standard Rate Schedule

2025 Hourly Rates Sheet

Keck & Wood provides services based on the hourly rate charges for each skill position as follows:

Hourly Rate	Management	Project Management	Engineering	Engineering	Landscape Architecture	Surveying	Surveying	Business Admin.
\$305	Practice Leader SVP Senior Manager							
\$285	Market Leader VP	Project Director						
\$270	Client Services Leader	Senior Project Manager 3	Chief Engineer		Chief Landscape Architect			
\$255	Submarket Leader AVP	Senior Project Manager 2	Senior Engineer 3		Senior Landscape Architect 3			
\$240	Client Service Manager 2	Senior Project Manager 1	Senior Engineer 2		Senior Landscape Architect 2	3-Man Survey Crew		
\$225	Client Service Manager 1	Project Manager 3	Senior Engineer 1		Senior Landscape Architect 1	Survey Manager 3		
\$210		Project Manager 2	Engineer 3		Landscape Architect 3	Survey Manager 2		
\$195		Project Manager 1	Engineer 2	Traffic Signal Technician 3	Landscape Architect 2	Survey Manager 1		
\$180			Staff Professional 4 Engineer 1	Traffic Signal Technician 2	Landscape Professional 4 Landscape Architect 1			
\$165			Staff Professional 3	Traffic Signal Technician 1	Landscape Professional 3	2-Man Survey Crew		
\$150			Staff Professional 2		Landscape Professional 2	2-Man Mapping Crew		
\$140			Staff Professional 1		Landscape Professional 1			
\$120			CAD Technician 3	Field Technician 3		1-Man Survey Crew	Survey Technician 3	Admin. Staff 3
\$105			CAD Technician 2	Field Technician 2			Survey Technician 2	Admin. Staff 2
\$90			CAD Technician 1	Field Technician 1		1-Man Mapping Crew	Survey Technician 1	Admin. Staff 1
\$85			Intern		Intern	Intern		

Section IX, Item 6.

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions, together with KECK & Wood's Proposal, make up the Agreement between Keck & Wood and you, the Client. *Before proposal, be sure you read and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of risk KECK & WOOD.*

Section IX, Item 6.

EFFECTIVE DATE: This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal. Any request or directions from the Client that would require extra work or additional time for performance would result in an increase in KECK & WOOD's costs, including expert witness services and unanticipated meetings, will be the subject of a negotiated amendment or change order. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by the Client in addition to the payment for Basic Services, in accordance with KECK & WOOD's prevailing fee schedule, or as agreed to by KECK & WOOD and Client.

AGREEMENT: Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **STANDARD OF CARE:** KECK & WOOD will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under the same conditions in the same or similar locality. KECK & WOOD makes no warranty, expressed or implied, as to its professional services rendered under this Agreement. You will promptly notify KECK & WOOD with reasonable specificity or any deficiencies or suspected deficiencies in the services of which you become aware, so that KECK & WOOD may take measures to minimize the consequences of such a deficiency. Failure to notify KECK & WOOD shall relieve us of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. The Client acknowledges that the services entail risk or personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. The Client also acknowledges that environmental and geotechnical conditions can vary from those encountered at the time and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. KECK & WOOD therefore cannot guarantee specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

2. **BASIS OF PAYMENT:** The Client agrees to compensate the Consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, they will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

3. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

4. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

5. **ACCESS:** The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

6. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

7. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

8. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$1,000,000 limit, and professional liability insurance coverage of not less than \$1,000,000 limit.

9. **AUDIT: ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

10. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

11. **INDEMNIFICATION:** In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless KECK & WOOD, its officers, directors, employees and consultants against all damages, liabilities or costs including reasonable attorneys' fees, arising out of or in any way connect with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by KECK & WOOD.

12. **LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$100,000, or the Consultants total fees for services rendered on this project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor KECK & WOOD, their respective officers, directors, partners, employees, contracts or consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project of to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and KECK & WOOD shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

13. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

14. **MISCELLANEOUS:** This Agreement shall be governed by Georgia law. Any legal action between the Client and KECK & WOOD arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Gwinnett County, Georgia. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to the Client, verbal authorization to commence services constitutes the Client's acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent it is enforceable. Neither party to this Agreement shall transfer, sublet or assign any right under or interest in the Agreement without prior written consent of the other party. Headings in these Terms and Conditions are for convenience only and do not form part of the Agreement. Nothing in this Agreement shall be construed to give any right or benefits to third parties. It is intended by the parties to this Agreement that KECK & WOOD's services in connection with the Project shall not subject KECK & WOOD's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Any notice required under this Agreement shall be in writing; addressed as specified in this Agreement and sent by electronic mail; facsimile; registered, certified express or regular US mail.

15. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 2, 2025

Agenda Item Type: New Business

Staff Contact: Phillip Trocquet, Asst. Town Mgr.

STAFF REPORT

AGENDA ITEM:

Consideration to approve Change Order Request 1 for PW-2024-30, Shamrock Park Pavilion Project regarding the contracted time of substantial completion.

BACKGROUND:

The Shamrock Park Pavilion Project (PW-2024-30) has been progressing on construction since April/May. The contractor team has experienced a number of extended delays beyond their control that has begun to eat into the expected substantial completion date noted in our contract of October 1st. Namely, heavier than anticipated rains in June/July during earthwork phases of the project as well as more recent delays associated with a 3rd party vendor in charge of fabricating, pressure-treating, and delivering the wooden timbers associated with the roofing system of the structure. Repeated communication and pressure on this vendor has not yielded timely results regarding delivery of their materials based on the original project schedule.

As a result, staff has requested Southtree prepare a change order to adjust the Contract Time of Substantial completion terms from October 1st, 2025 to October 30th, 2025. Southtree has confirmed with staff that they are confident in this time extension amount to complete the project. No additional cost associated with this time delay is to come to the Town.

FUNDING:

2023 SPLOST – No additional funding requested

STAFF RECOMMENDATION:

Staff Recommends Approval of Change Order 1 for Project PW-2024-30

ATTACHMENTS:

Change Order Request

PREVIOUS DISCUSSIONS:



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 2, 2025

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to award Engineering Services for project PW-2022-14, the Handley Park Public Works Building Electrical Design to Goodwyn Mills Cawood, LLC for the amount not to exceed \$5,000.

BACKGROUND:

To get the electrical design completed, staff asked Goodwyn Mills Cawood, LLC.) for a proposal to design plans for an electrical system in the Handley Park Public Works Building. GMC proposed \$5,000 for Design and Bidding Assistance. This design project will generate the plans so we can just the electrical work once the building has been erected.

FUNDING:

General Funds - 100-40-54.1300

STAFF RECOMMENDATION:

Staff requests that Council award project PW-2022-14, the Handley Park Public Works Building Electrical Design, and for the Mayor to execute the Agreement with Goodwyn Mills Cawood, LLC. for Engineering Services not to exceed \$5,000.

ATTACHMENTS:

GMC Proposal

PREVIOUS DISCUSSIONS:

Council Planning Workshop and Budget meetings in 2024 and 2025



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 2, 2025

Agenda Item Type: New Business

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration of a request from AMWaste to implement a rate increase, based on the Consumer Price Index.

BACKGROUND:

AMWaste's contract provides them the ability to request rate adjustments on an annual basis when submitted by October 1st. These requests must be "reviewed against the rate of inflation as reported by the Department of Labor's Consumer Price Index for All Urban Consumers – U.S. City Average – Garbage and Trash Collection." AMWaste submitted a written request for a rate increase on September 22, 2025 (attached) that indicates a CPI increase of 6.3%, which would raise the quarterly rate for one cart from \$65.85 to \$70.00.

In preparation for this item, Staff conducted some limited research on local sanitation fees and found the following:

- If they serviced Tyrone, Pollard Sanitation advised us that their rate would be \$73.00 per quarter.
- Newnan's AMWaste price is currently \$102.12 per quarter.
- Fairburn's AMWaste price is currently \$86.52 per quarter.
- Peachtree City residents who choose GFL pay \$72.00 per quarter.

If approved, this increase would be effective for Q1 2026 and AMWaste will send notifications to customers the first week of December 2025.

FUNDING:

1. This item does not require funding from the Town.

STAFF RECOMMENDATION:

Staff recommends approval based on the request meeting the provisions of the Town's contract with AMWaste.

ATTACHMENTS:

1. AMWaste Rate Increase Request Letter
2. AMWaste Contract Section 3.20 – Rate Adjustments
3. CPI Data

PREVIOUS DISCUSSIONS:

N/A



9/22/2025

Town of Tyrone
950 Senoia Rd
Tyrone, GA 30290

Re: Annual Rate Adjustment- CPI

Dear Mr. Perkins,

As you are aware, the cost of goods and services such as fuel, disposal, and Department of Transportation qualified CDL driver's wages have greatly increased this past year. Unfortunately, we must pass along these costs to the consumer in order to maintain the quality of service we deliver to our customers and our company.

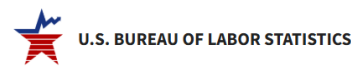
Our agreement for Solid Waste Collection services allows for an annual rate adjustment. Effective 1/1/26, the rate per quarter will be increased based on the contract allowing for the CPI that is currently 6.3%. This adjustment is based on the All-Urban Consumers – U.S. City Average- Garbage and Trash Collection as described in the agreement. I have included a copy of the latest distribution from the Department of Labor, and I have provided a chart to reference for the new rates.

Thank you for the opportunity to continue our partnership with the Town of Tyrone. We value the opportunity to provide Residential Solid Waste Services to your community.

Should you have any questions or desire to discuss this further, please contact me. My information is provided below.

Sincerely,

Mandy Renova
Director of Public Sector
Amwaste of Georgia, LLC
mrenova@amwasteusa.com
770-856-4634



Release Calendar

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Bureau of Labor Statistics > Economic News Release > Consumer Price Index

Economic News Release



Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by detailed expenditure category

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, August 2025
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2024- Aug. 2025	Jul. 2025- Aug. 2025	May 2025- Jun. 2025	Jun. 2025- Jul. 2025	Jul. 2025- Aug. 2025
Water and sewer and trash collection services(2)	1.086	5.3	0.4	0.2	0.4	0.4
Water and sewerage maintenance(1)	0.741	4.9	0.3	0.1	0.4	0.3
Garbage and trash collection(1)(10)	0.345	6.3	0.6	0.5	0.3	0.6

Town of Tyrone				1/1/2026
Service	Current Qtrly Rate	CPI %	Increase \$	New Qtrly Rate
1 Cart	\$65.85	6.3	\$4.15	\$70.00
2 Carts	\$93.03	6.3	\$5.86	\$98.89
3 Carts	\$120.21	6.3	\$7.57	\$127.78
4 Carts	\$147.39	6.3	\$9.29	\$156.68