



TOWN COUNCIL MEETING
September 05, 2024 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1

Dia Hunter, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

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

1. Approval of minutes from August 15, 2024.

2. Approval of Rongo and Friends agreement for October 5, 2024 Founders Day performance not to exceed \$800.00.

3. Consideration to approve Brian Selleck's Stormwater Management Operations and Maintenance Agreement (for New Office Building located at 1500 Senoia Road).

4. Approval for Christ Church to use Shamrock Park on October 26th and December 22nd for their open to the public Halloween and Christmas worship events.

5. Approval to renew the Crossroads Christian MOU for the use of the Town facilities in the event of an emergency evacuation.

VII. PRESENTATIONS

6. Recognition and appreciation for assistance received on August 15, 2024. - **Randy Mundy, Chief of Police**

VIII. PUBLIC HEARINGS

7. Consideration of a rezoning petition from applicant Clay Gilley for the rezoning of parcel 0737-040 at property address 355 Crestwood Road from Agricultural Residential (AR) to Residential 18 (1,800-min. home size 1-ac. min. lot). **Phillip Trocquet, Community Development**

IX. OLD BUSINESS

X. NEW BUSINESS

8. Consideration to approve Match Point Tennis to resurface the tennis/basketball courts at Shamrock Park at a cost not to exceed \$33,200.00. - **Brandon Perkins, Town Manager**
9. Consideration to Award the 2024 Carriage Oaks Drive Stream Stabilization REBID project PW-2022-04 to CGS Waterproofing for the fee not to exceed \$105,215.00, **Scott Langford, PE - Town Engineer / Public Works Director**
10. Consideration to approve a Council-initiated text amendment to Article VI. Sect.4-201, 4-202, and 4-203 regarding sales of Alcohol Off-Premises for Catered Functions. **Brandon Perkins, Town Manager**
11. Consideration to approve a Council-initiated text amendment to Sec. 30-6 Parks and Recreation regarding Rules and Regulations. **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

August 15, 2024 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1
Dia Hunter, Post 2
Billy Campbell, Post 3

Brandon Perkins, Town Manager
Dee Baker, Town Clerk
Dennis Davenport, Town Attorney

Also present:

Sandy Beach, Finance / HR Manager

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

A motion was made to approve the agenda.

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.

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

1. Approval of minutes from the August 1, 2024 meeting.
2. Consideration to purchase a 2024 Ford Police Interceptor from Wade Ford under State Contract for \$45,904.00, and to have this vehicle fully equipped for patrol use by 144th Marketing Group for \$9,995.00. Total cost not to Exceed: \$55,899.00
3. Approval to renew Embrey's Towing agreement with adjusted pricing with no additional cost to the Town.

- 4. Approval of the Crossroads Christian School Annual Picnic at Shamrock Park on September 27, 2024, from 9:00 a.m. to 1:00 p.m.
- 5. Approval of the Endless Entertainment LLC agreement for the Founders Day acrobat show on October 5, 2024, not exceeding \$5,801.

A motion was made to approve the consent agenda.

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

VII. PRESENTATIONS

- 6. Consideration to accept a financial donation from the Elk’s Club of \$2000.00 to be used for the purchase of uniforms and merit recognition pins for the Police Department Chief Randy Mundy, Tyrone Police Department and Steve Henderson, Elk’s Club

Chief Mundy shared that the local Elk’s Club received funding through a Grant that Exalted Ruler Steve Henderson wished to share with the police department for the purchase of uniforms and merit recognition pins. He thanked Council Member Campbell for initiating it. Chief Mundy added that it was discovered at a fallen officer’s funeral, that not all officers had everything required for their Class A uniforms.

Mr. Henderson from Elk’s Lodge # 1617 spoke and shared that they were committed to serving charities and supporting veterans, providing scholarships, and supporting first responders and police officers.

A motion was made to approve the financial donation from the Elk’s Club of \$2,000 for the purchase of uniforms and merit recognition pins.

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.

- 7. Fayette County Safety Action Plan presentation. Phillip Trocquet, Assistant Town Manager

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

Fayette County was awarded SS4A grant funding to develop a County-Wide Safety Action Plan (SAP) which is a critical first step in obtaining future infrastructure grant monies for each of the cities and the county.

Each of the Fayette County Municipalities has a representative serving on the Steering Committee for the Safety Action Plan as the scope of the plan covers both the unincorporated and incorporated limits of Fayette County. He stated that POND Co was awarded the RFP to develop the SAP which had been underway for the past few months. The presentation focused on the scope of the SAP and its progress.

Matt Flynn with POND Company spoke next and gave his presentation. He explained that through the Safety Action Plan, Fayette County municipalities could establish policies and procedures and essentially apply for additional grant funds to keep their roads safer. The program included staff from the Atlanta Regional Commission, the Georgia Department of Transportation, and the Federal Highway Administration. He indicated two intersections that could benefit from the program, Carriage Oaks Drive and Dogwood Trail, both along Highway 74.

Council Member Campbell inquired about the program being tailored to Tyrone and asked who would perform the future work and how it would be funded. Mr. Flynn explained that the program would create best practices that each municipality could use for their needs. The funding would come from the Federal Infrastructure Investment and Jobs Act (IIJA) and then go to the County to be filtered through to the cities.

Council Member Hunter asked for examples of the programs. Mr. Flynn gave an example of speed-calming elements such as live speed detection devices and proper signage. He added that there were 20-30 projects.

VIII. PUBLIC HEARINGS

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

Mr. Trocquet explained that the Town Center Mixed-Use ordinance was created because of the Town of Tyrone's Comprehensive Plan and Downtown Plan to serve the Town Center Character Areas with a zoning classification that permitted a mix of both commercial and residential development types.

He stated that after subsequent rezoning applications, Town Council had directed staff to make modifications to the Town Center Mixed Use district in two phases. The first phase presented in this text amendment was a request to remove Townhouses as a permitted use due to concerns with the use type. The second phase would be a comprehensive review of both the Town Center Mixed Use district and the Town Center overlay to increase clarity of the language and to reduce ambiguity to ensure developments meet certain quality and performance metrics consistent with the development patterns desired in the downtown area. Staff had prepared Phase I of these text amendments in accordance with this request.

Mr. Trocquet added that the Planning Commission voted to approve 3-2 with two members in opposition to the removal of townhomes. Council Member Hunter asked why they opposed it. Mr. Trocquet stated that they believed that the implementation of townhome use in the downtown area would accomplish the goals set in the Comprehensive Plan. They would allow for more open/common spaces. The Planning Commission all agreed that after a Comprehensive Plan review, townhomes could be placed back in the ordinance depending on how they pertained to the development patterns.

Council Member Whelan asked where they were currently allowed. Mr. Trocquet stated that they were currently within the Community Mixed-Use (CMU) zoning and the Residential Multi-family (RMF) use which was a legacy district and was not in use. RMF would be essentially downtown, and the CMF would be along the Highway 74 corridor.

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

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

A motion was made to approve the text amendment to Section 113-137 (Town Center Mixed Use) of the Town Zoning Ordinance as it pertained to purpose, requirements, and development standards.

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

IX. OLD BUSINESS

X. NEW BUSINESS

9. Consideration to award professional design and contract administration services for the 2024 Adams Lake Dam Improvements project PW-2024-10 to Schnabel Engineering, LLC for a fee not to exceed \$82,000.00. Scott Langford, PE, Public Works Director / Town Engineer

Mr. Langford stated that as part of the approved 2024 SPLOST referendum the Town's projects included contracting with Schnabel Engineering for professional services to perform a detailed evaluation of Adams Lake Dam. As a result, several items were identified as needing improvements. He added that the costs included professional services, design, plans, and specifications along with bidding and construction administration.

Council Member Campbell asked if the contract was only for the design and administration portion of the project. Mr. Langford stated that it was and that they would also assist with the bidding process. Council Member Campbell asked when the work would begin. Mr. Langford stated that it would take approximately ten to twelve months to get to that phase in the project.

Council Member Hunter inquired about the road closure. Mr. Langford shared that they always aimed to keep at least one lane open during the project.

A motion was made to authorize Mayor Dial to execute and Award the professional engineering services for the 2024 Adams Lake Dam Improvements project PW-2024-10 to Schnabel Engineering, LLC not to exceed \$82,000.

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

10. Consideration to award professional design and construction administration services for the 2024 Handley Dam Improvements project PW-2024-12 to Schnabel Engineering, LLC for a fee not to exceed \$113,500.00. Scott Langford, PE, Public Works Director / Town Engineer

Mr. Langford stated that along with the Adams Dam project was the SPLOST-approved Handley Dam evaluation, also through Schnabel Engineering. He added that the project was like the Adams Dam project, however, it would require additional work. He reminded everyone that both projects were funded through SPLOST funds.

A motion was made to authorize Mayor Dial to execute and award the professional engineering services for the 2024 Handley Dam Improvements project PW-2024-12 to Schnabel Engineering, LLC not to exceed \$113,500.

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

11. Consideration to award the purchase of a John Deere 3038E Compact Utility Tractor along with a John Deere 360 Heavy Duty Flail Mower to Ag-Pro for \$35,005.10. Scott Langford, PE, Public Works Director / Town Engineer

Mr. Langford stated that the Public Works staff requested a small utility tractor and flail mower for the maintenance of Town-owned roads and drainage systems. After the bidding process, John Deere holds the State Contract for tractors and mowers. The cost would also include a two-year bumper-to-bumper warranty and a five-year powertrain warrant.

He added that the 1998 tractor would be surplused. Council Member Campbell asked if the price included the lights and safety equipment. Mr. Langford stated that some were, however, it came in thousands of dollars under budget so there would be enough to fully equip the tractor.

A motion was made to award the John Deere Compact Utility Tractor model 3038E along with a John Deer 360 Heavy Duty Flail Mower to Ag-Pro for \$35,005.10.

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.

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

Mr. Trocquet stated that the current plotter lease expired and that staff budgeted for the purchase of a new plotter including a 5-year maintenance contract/warranty. Milner was the low quote for the machine which would primarily serve the Community Development, Public Works, and Engineering departments. The plotter cost came in \$7,025 under budget. He added that legal reviewed the maintenance agreement and it was like the agreement for the copiers from the previous Council meeting.

A motion was made to approve the purchase of an HP Design Jet 3600XL Plotter and authorize Mayor Dial to execute an associated 5-year maintenance agreement to Milner Technologies not to exceed \$18,000.

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.

- 13. Consideration to approve a text amendment to Sec. 109-78 of the land development ordinance regarding general requirements of development as it pertains to a Certificate of Appropriateness. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet explained the next three agenda items together and stated that the Town's process for obtaining architectural approval and review for properties within the SR-74 Quality Growth Overlay has been guided by the Certificate of Appropriateness procedures. Based on recent experiences administering this ordinance and public confusion regarding the scope of the provisions, staff had prepared modifications to the ordinance in this regard. He added that it was staff's determination that the name "Certificate of Appropriateness" is needlessly confusing based on the scope of the provisions.

Staff recommended revision of this nomenclature to "Architectural Approval" to provide more literal clarity. He added that the review would be placed with the Town Planning Commission along with the Conceptual Site Plan review process. The architectural scope is now applied to both Town Center and Quality Growth overlays.

A motion was made to approve the text amendment to Section 109-78 of the land development ordinance regarding general requirements of development as it pertained to a Certificate of Appropriateness.

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.

- 14. Consideration to approve a text amendment to Sec.109-84 of the land development ordinance regarding provisions for a Certificate of Appropriateness. Phillip Trocquet, Assistant Town Manager

A motion was made to approve the text amendment to Section 109-84 of the land development ordinance regarding provisions for a Certificate of Appropriateness.

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.

- 15. Consideration to approve a text amendment to Sec. 109-148 of the land development ordinance regarding general requirements of site plan development. Phillip Trocquet, Assistant Town Manager

A motion was made to approve the text amendment to Section 109-148 of the land development ordinance regarding general requirements of site plan development.

Motion made by Council Member Whelan, 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

Mr. Perkins explained that last December, Council approved a new employee retirement plan. The plan would affect employee’s social security status as they would be able to vote on continuing with social security or opting out. He had just received an email that day telling him that they were still working on it. It was supposed to have been completed in June. As soon as staff gets the go-ahead, he and Ms. Beach would ask each employee to vote, then the paperwork would be returned to the state office.

Mr. Trocquet announced that he met with the Tyrone Postmaster and her assistant and that they still had plans of reopening the end of August or in September.

Mr. Trocquet stated that there was a need for a Shamrock Park Pavilion RFP Steering Committee for the design and that one or two members of Council were needed.

A motion was made to nominate Council Members Campbell and Hunter for the Committee.

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

XIII. COUNCIL COMMENTS

Mayor Dial recognized Council Member Hunter’s son Evan Hunter in the audience.

Council Member Campbell inquired about the reflective chevrons and lights for the dump truck. Mr. Trocquet stated that after the bidding process, the parts had to be ordered and they were finally in. Mr. Bowman would schedule a time for them to begin the process.

Council Member Campbell inquired about the Pendleton Dam project. Mr. Perkins stated that staff was still waiting to hear back from the state.

Council discussed the right-of-way mowing and how it could be improved, especially in certain areas. Mr. Pekins stated that it was almost time to bid on the project and that he would ask for a bid alternate for a more frequent mowing schedule. Mayor Dial asked that the area alongside the Highway 74 entry ramp from Tyrone Road heading north be cut.

Council Member Furr was concerned that the contractor did not cut up the Peachtree City line near Crabapple and Senoia Road. She also was concerned about the Laurelwood and Ridge Road paving projects and how they ran out of sod and added sand and rock instead. Mr. Langford stated that he would make sure it was corrected as they were still under contract. Council discussed the new landscaping for the newly created streetscape located at Partners/Gunnin and Kakao. Mr. Langford shared that parts could be changed in the future if it was impeding the site for oncoming traffic.

Council Member Whelan thanked the Tyrone Police Department and the citizens for being rated number five on Georgia’s Safest Cities list, again.

Council Member Hunter gave Mr. Perkins a shoutout for his diligence on the fallen trees on Highway 74. Mr. Perkins in turn thanked Mr. Mitch Bowman for his assistance with the matter.

XIV. EXECUTIVE SESSION

A motion was made to move into Executive Session for the review of Executive Session minutes from August 1, 2024, and for three real estate items.

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

A motion was made to reconvene.

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

A motion was made to approve the Executive Session minutes from August 1, 2024

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.

XV. ADJOURNMENT

A motion was made to adjourn.

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

The meeting adjourned at 8:40 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: September 5, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

The agreement for the band Rongo and Friends performance Founders Day, October 5, 2024.

BACKGROUND:

Background/History:

Consideration of Founders Day Rongo and Friends agreement not to exceed \$800.00.

FUNDING:

\$500.00 Budgeted/Sponsored Line Item#230-62-52.1350

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

Contract

PREVIOUS DISCUSSIONS:

Click or tap here to enter text.

RONGO AND FRIENDS PERFORMANCE CONTRACT

CONTRACT ISSUE DATE: 2/13/24

PERFORMANCE DATE(S): 10/5/24

PERFORMANCE LOCATION: Shamrock Park
Tyrole, GA

PERFORMANCE HOURS: FROM TBD UNTIL _____

TYPE OF OCCASION: Concert

BAND SETUP TIME: FROM _____ UNTIL _____

WILL BAND PROVIDE P.A. (SOUND SYSTEM)? YES _____ NO

WILL BUYER PROVIDE P.A. (SOUND SYSTEM)? YES NO _____

TOTAL CONTRACT FEE FOR PERFORMANCE: \$ 800

IS A DEPOSIT REQUIRED FROM THE BUYER? YES _____ NO

AMOUNT OF DEPOSIT: _____ / BALANCE AMOUNT: _____

MAKE ALL CHECKS PAYABLE TO: Ronald Burns

.....
SPECIAL INSTRUCTIONS: 1. Band will perform 1.5 hours
2. Buyer will provide P.A. (sound system),
including power, mains, monitors, microphones,
stands, cables, etc. and sound technician.

.....
BUYER

BAND LEADER
Ron Burns

SIGNATURE:

SIGNATURE:
Ron



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: September 5, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Devon Boullion

STAFF REPORT

AGENDA ITEM:

Consideration to approve Brian Selleck's Stormwater Management Operations and Maintenance Agreement (for New Office Building located at 1500 Senoia Road) 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 Brian Selleck 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 24^{5th BNS} day of May^{BNS} ~~September~~,
2024, by and between (insert full name of owner)
Brian Sellaak

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").

WITNESSETH

WHEREAS, the Property Owner is the owner of certain real property described as
(Fayette County Tax Map/Parcel Identification Number) 072604006
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 5680 page
497-498, and Plat Book 42, page 8-10, 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)

Powers Court, Lot 14 - "New office Building"
(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
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By: [Signature]
Signature
Brian Sella
Typed or Printed Name

Attest: [Signature]
Signature of Witness
Jennie Wagner
Typed or Printed Name

By: _____
Signature

Typed or Printed Name

Attest: _____
Signature of Witness

Typed or Printed Name

[Attach additional signature pages if necessary]

Notary Public: Georgina Leigh
My Commission Expires: 08/25/2025



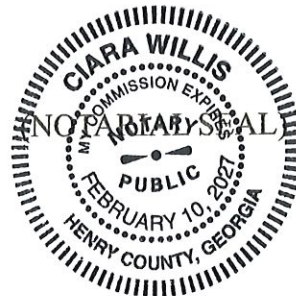
TOWN OF TYRONE, GEORGIA

By: [Signature]
Mayor

Attest: [Signature]
Town Clerk

(TOWN SEAL)

Notary Public: Ciara Willis
My Commission Expires: 02-10-2027



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

GEORGIA, FAYETTE COUNTY

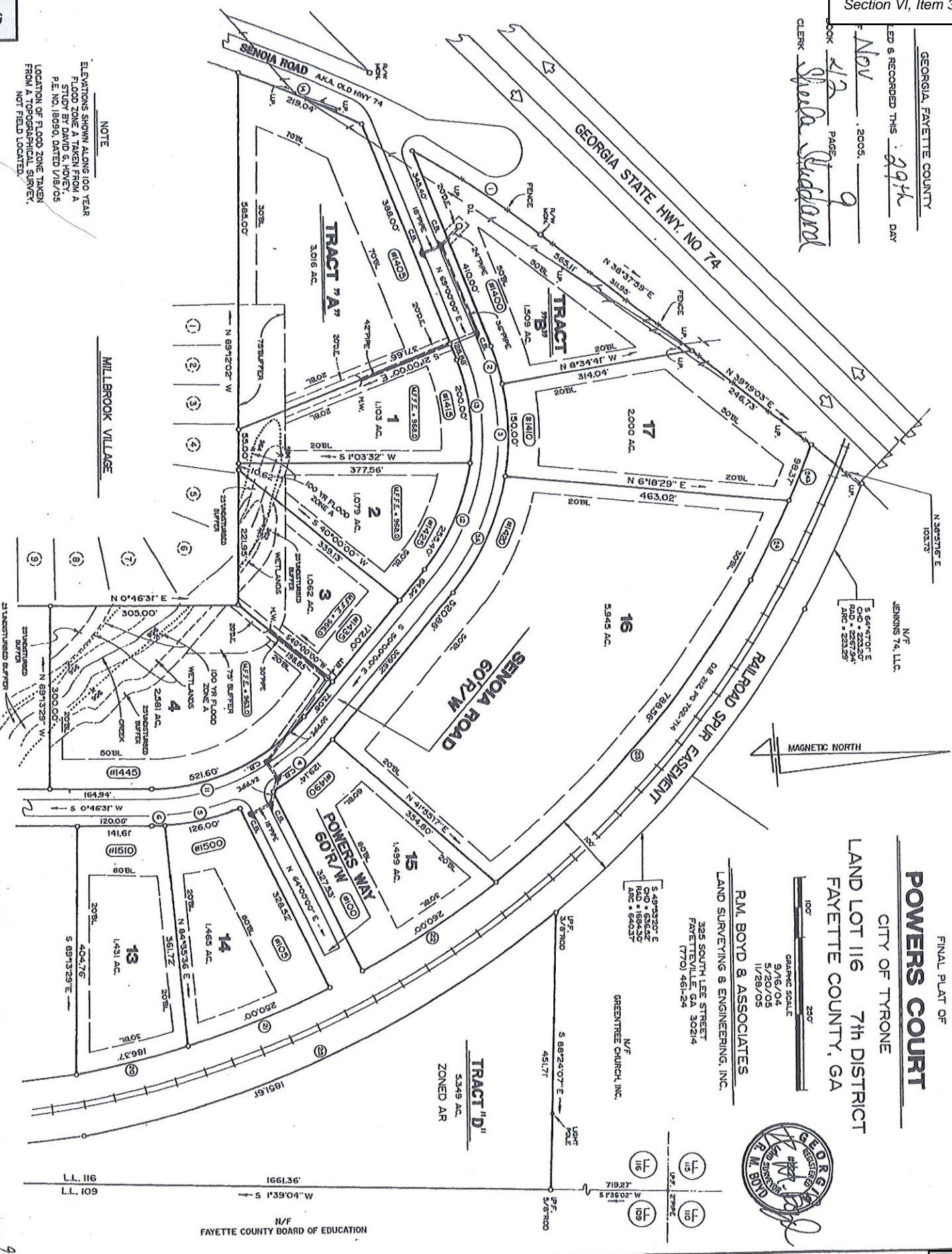
RECORDED THIS 29th DAY

Nov 2005

PAGE 9

CLERK *Shela Studdard*

NOTE
ELEVATIONS SHOWN ALONG 100 YEAR
FLOOD ZONE A TAKEN FROM A
STUDY BY DAVID S. HOWE,
P.E. NO. 18090, DATED 1/8/05
LOCATION OF FLOOD ZONE TAKEN
FROM A TOPOGRAPHICAL SURVEY,
NOT FIELD LOCATED.



POWERS COURT

FINAL PLAT OF
CITY OF TYRONE
LAND LOT 116 7TH DISTRICT
FAYETTE COUNTY, GA



R.M. BOYD & ASSOCIATES
LAND SURVEYING & ENGINEERING, INC.
325 SOUTH LEE STREET
FAYETTEVILLE, GA 30214
(770) 461-24

LAND SURVEYING & ENGINEERING, INC.
325 SOUTH LEE STREET
FAYETTEVILLE, GA 30214
(770) 461-24

5,495.37± AC
RD # 1884-30
ARC # 64037

N/F
GREEN TREE CHURCH, INC.

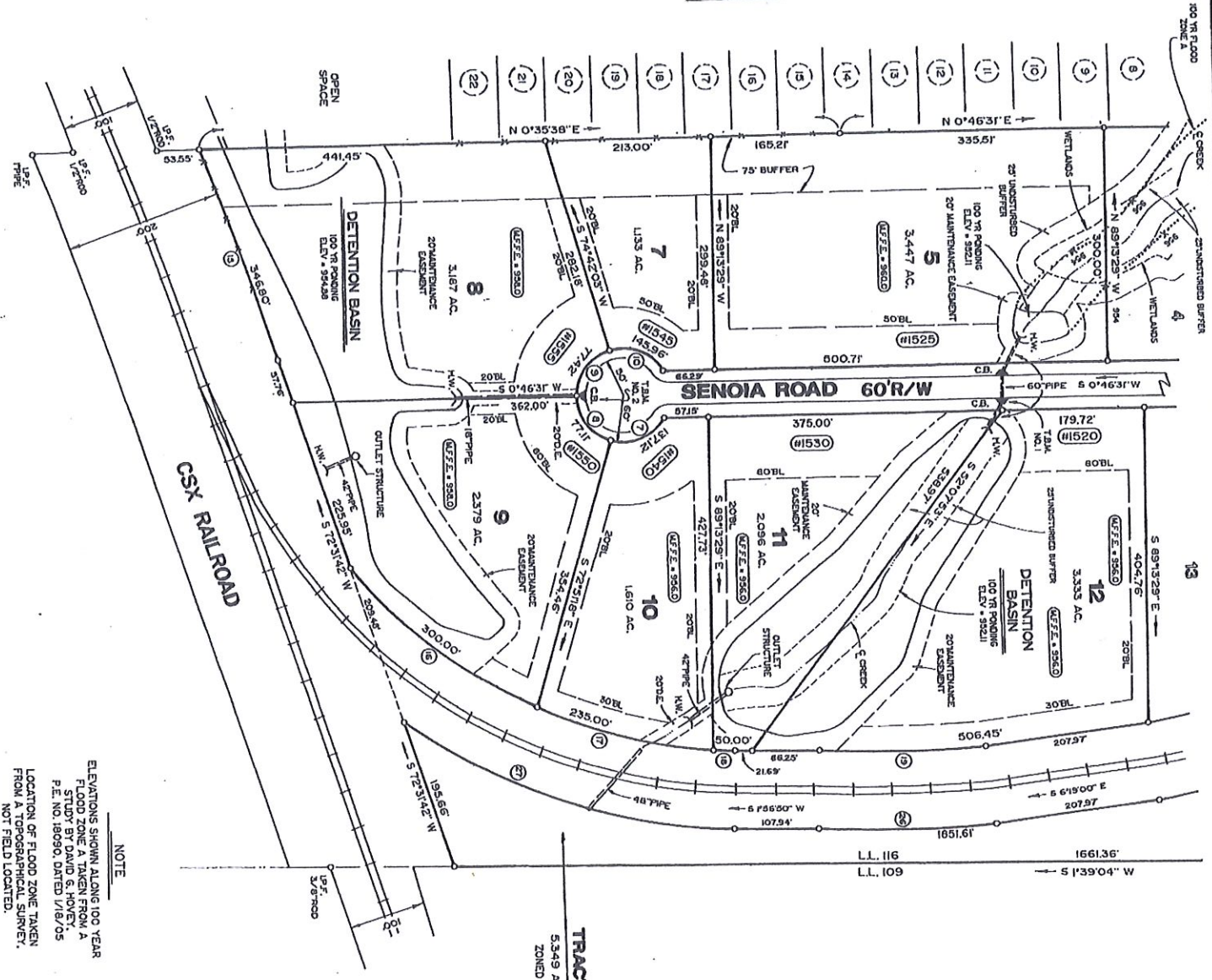
5,495.37± AC
RD # 1884-30
ARC # 64037

TRACT "D"
5,349 AC
ZONED AR

N/F
FAYETTE COUNTY BOARD OF EDUCATION

GRAPHIC SCALE
9/16/04
5/20/05
11/28/05

MILLBROOK VILLAGE



NOTE
ELEVATIONS SHOWN ALONG 100 YEAR FLOOD ZONE A TAKEN FROM A STUDY BY DAVID G. HOVELY, P.E. NO. 18090, DATED 1/18/05. LOCATION OF FLOOD ZONE TAKEN FROM A TOPOGRAPHICAL SURVEY, NOT FIELD LOCATED.

TRACT 7D¹
5.349 ACRES
ZONED AR

FINAL PLAT OF
POWERS COURT
CITY OF TYRONE
LAND LOT 116 7TH DISTRICT
FAYETTE COUNTY, GA

GRAPHIC SCALE
1" = 30'
1" = 60'

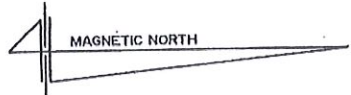
R.M. BOYD & ASSOCIATES
LAND SURVEYING & ENGINEERING, INC.
325 SOUTH LEE STREET
FAYETTEVILLE, GA 30214
(770) 461-2417

REVISED 5/18/05 TO DIVIDE TRACT 'C' INTO LOTS 5, 6, 7 AND RELECT ZONING CHANGE OF LOT 17 TO O-1.
REVISED 11/29/05 TO COMBINE LOTS 5 & 6.



T.B.M. NO. 1
TOP OF C.B. AT
LOTS 11 & 12
ELEV = 957.39

T.B.M. NO. 2
TOP OF C.B. AT
LOTS 8 & 9
ELEV = 953.89



GEORGIA, FAYETTE COUNTY
FILED & RECORDED THIS 29th DAY
OF NOV, 2005.
BOOK 219 PAGE 10
CLERK Sheila Studdard



Doc ID: 011924050002 Type: WD
 Recorded: 12/19/2023 at 10:10:00 AM
 Fee Amt: \$254.00 Page 1 of 2
 Transfer Tax: \$229.00
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court

BK **5680** PG **497-498**

After Recording Return To:
SLEPIAN & SCHWARTZ, LLC
 Eric A. Slepian
 42 Eastbrook Bend
 Peachtree City, GA 30269
 (770)466-1220

TAX PARCEL ID: 072804006

Order.No.: 23-1531-JOY

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FAYETTE

THIS INDENTURE, made this 15th day of December, 2023, between **DEBORAH J. VERGNOLLE**, as party or parties of the first part, hereinafter called Grantor, and **BRIAN SELLECK**, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in land Lot 116 of the 7th District of Fayette County, Georgia, and being Lot 14 of Powers Court Subdivision, with any improvements thereon, as per plat of survey recorded in Plat Book 42, Pages 8 -10, in the office of the Clerk of Superior Court of Fayette County, Georgia, which plat is incorporated herein by this reference.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this ^{7 PM} 15th day of December, 2023.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

Deborah J Vergnolle (SEAL)
DEBORAH J. VERGNOLLE

[Signature]
Notary Public
My Commission Expires: 9-24-2028



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.

Bioretention Areas

A bioretention area is a shallow stormwater basin or landscaped area with well-draining soils, generally composed of sand, fines, and organic matter, and vegetation to capture and treat stormwater runoff. The basin or main treatment area of the bioretention area includes plants to aid in the filtration and infiltration of the stormwater flowing through the practice. An underdrain may be placed in the bioretention area to collect runoff that has filtered through the soil layers and pipe it to the storm sewer system or a nearby water body.



There are some common problems to be aware of when maintaining a bioretention area. They include, but are not limited to, the following:

- Sediment build-up
- Clogging in the inlet and outlet structure
- Establishing vegetation within the bioretention area
- Clogging the underdrain (if applicable)
- Mosquitoes breeding in the practice
- Ant mounds
- Maintaining the proper pH levels for plants
- Pruning and weeding to maintain appearance

Routine maintenance should be performed on the bioretention areas to ensure that the structure is functioning properly. Note that during the first year the bioretention area is built, maintenance may be required at a higher frequency to ensure the proper establishment of vegetation in the practice.

In addition to routine maintenance, bioretention areas have seasonal and intermittent maintenance requirements. For example, the following are maintenance activities and concerns specific to winter months. Planting material should be trimmed during the winter, when the plants are dormant. In the event of snow, ensure that snow does not pile up in the bioretention area. Accumulated snow adds additional weight and may compact the bioretention area soil, which would reduce its infiltration capacity. In addition, check to make sure that the materials used to de-ice the surrounding areas stay out of the practice to avoid clogging and further pollution.

Bioretention areas should be inspected after a large rainstorm. Keep drainage paths, both to and from the BMP, clean so that the water can properly infiltrate into the ground. Note that it might take longer for the water to infiltrate into the ground during the winter months and early spring. Mulch the practice

Operations & Maintenance Guidance Document

as needed to keep a thickness of 3-4 inches. Shredded hardwood mulch is preferred, and care should be taken to keep the mulch from piling on the stems of the plants. For more information on vegetation in bioretention areas, see Appendix D: Planting and Soil Guidance.

If the bioretention area is not draining properly, check for clogging of the inflow and outflow structures as well as the infiltration rate of the soil media. If the soil is not draining properly, it could be clogged or over-compacted. In a bioretention area, the media is likely to become clogged at the mulch or upper layer of the soil first. If the media is clogged or over-compacted, then the media should be replaced. Potential sources of excessive sediment that could clog the media include ant mounds and unstable soil upstream of the practice. Possible sources of compaction are vehicles, such as tractors, traveling through the practice. If the practice includes an underdrain, a structural repair or cleanout to unclog the underdrain may be necessary.

In order to keep the water that exits the bioretention area clean, fertilizers should only be used sparingly during the establishment of the practice. Once the vegetation in the practice has been established, fertilizers should not be used. While vegetation in the bioretention area is important, the primary purpose of a bioretention area is to act as a water quality device and introducing fertilizers into the bioretention area introduces nutrients such as phosphorus and nitrogen that can pollute downstream waters. In addition, bioretention areas should already be a nutrient rich environment that does not require fertilization. To control animal nuisances and invasive species, pesticides (including herbicides, fungicides, insecticides, or nematode control agents) should be used sparingly and only if necessary.

If designed correctly, there is no danger of bioretention areas becoming a breeding ground for mosquitoes. A mosquito egg requires 24-48 hours to hatch. In addition, it takes 10-14 more days for the larvae to develop and become an adult. By having a bioretention area that drains properly, it is unlikely that a bioretention area would provide a habitat that could become a breeding area for mosquitoes. Should the bioretention area become a breeding ground for mosquitoes, the problem is likely with the soil media or the overflow structure which may need to be addressed.

The table below shows a schedule for when different maintenance activities should be performed on the bioretention area.

Bioretention Area Typical Routine Maintenance Activities and Schedule

Activity	Schedule
<ul style="list-style-type: none"> • Prune and weed to maintain appearance. • Dissipate flow when erosion is evident. • Remove trash and debris. • Remove sediment and debris from inlets and outlets. • Remove and replace dead or damaged plants. • Mow around the bioretention area as necessary, ensuring grass clippings are not placed in the practice. • Observe infiltration rates after rain events. Bioretention areas should have no standing water within 24 hours of a storm event. • Inspect for evidence of animal activity. 	<p style="text-align: center;">As needed or 4 times during growing season</p>

Operations & Maintenance Guidance Document

Activity	Schedule
<ul style="list-style-type: none"> • Inspect for erosion, rills, or gullies and repair. • Inspect filter strip/grass channel for erosion or gullyng, if applicable. Re-seed or sod as necessary. • Inspect trees and shrubs to evaluate their health, and remove and replace any dead or severely diseased vegetation. • Obtain a mulch depth of at least 3 to 4 inches should be inspected and obtained. Additional mulch should be added as necessary. 	<p>Semi-annually in spring and fall</p>
<ul style="list-style-type: none"> • Trim planting material. • Inspect for snow accumulation. 	<p>As needed or during winter months</p>
<ul style="list-style-type: none"> • Test the planting soils for pH levels. Consult with a qualified licensed Professional to determine and maintain the proper pH levels. 	<p>Annually</p>
<ul style="list-style-type: none"> • Replace/repair inlets, outlets, scour protection or other structures as needed. • Implement plant maintenance plan to trim and divide perennials to prevent overcrowding and stress. • Check soil infiltration rates to ensure the bioretention area soil is draining the water at a proper rate. Re-aerate or replace soil and mulch layers as needed to achieve infiltration rate of at least 0.5 inches per hour. 	<p>2 to 3 years</p>

EXHIBIT "C"

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

BUS

September

THIS EASEMENT granted this 24^{5th} day of May, 2024,

between the Property Owner Brian Selbeck 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 "1".

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
INDIVIDUAL OR PROPERTY OWNED JOINTLY
BY SEVERAL INDIVIDUALS**

By: [Signature]
Signature
Brian Sells
Typed or Printed Name

Attest: [Signature]
Signature of Witness
Jennie Wagner
Typed or Printed Name

By: _____
Signature

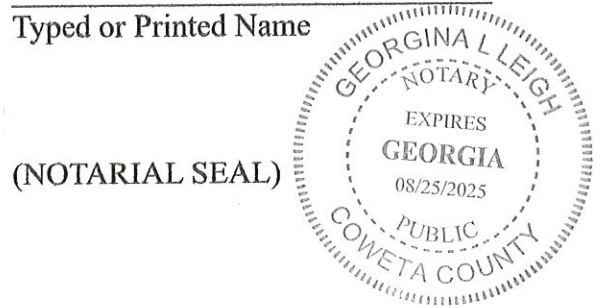
Typed or Printed Name

Attest: _____
Signature of Witness

Typed or Printed Name

[Attach additional signature pages if necessary]

Notary Public: Georgina Leigh
My Commission Expires: 08/25/2025

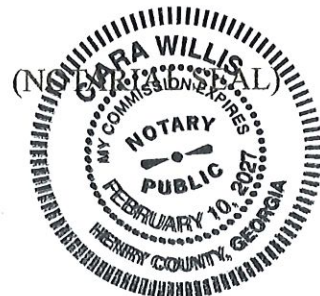


TOWN OF TYRONE, GEORGIA

By: [Signature]
Mayor

Attest: Dave Baker
Town Clerk

(TOWN SEAL)
Notary Public: Cara Willis
My Commission Expires: 02-10-2027



Attachments:

- Exhibit 1. Plat of Easement

Operations & Maintenance Guidance Document

Bioretention Area					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet Structure					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.					
Area around the inlet structure is mowed and grass clippings are removed.					
No evidence of gullies, rills, or excessive erosion around the inlet structure.					
Water is going through structure (i.e. no evidence of water going around the structure).					
Diversion structure (high flow bypass structure or other) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type.					
Pretreatment (choose one)					
Forebay – area is free of trash, debris, and sediment.					
Weir – area is free of trash, debris, and sediment is less than 25% of the total depth of the weir.					
Filter Strip or Grass Channels – area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion.					
Rock Lined Plunge Pools – area is free of trash debris and sediment. Rock thickness in pool is adequate.					
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					

Operations & Maintenance Guidance Document

Bioretention Area					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
No evidence of long-term ponding or standing water in the ponding area of the practice (examples include: stains, odors, mosquito larvae, etc).					
Structure seems to be working properly. No settling around the structure. Comment on overall condition of structure.					
Vegetation within and around practice is maintained per landscaping plan. Grass clippings are removed.					
Mulching depth of 3-4 inches is maintained. Comment on mulch depth.					
Native plants were used in the practice according to the planting plan.					
No evidence of use of fertilizer on plants (fertilizer crusting on the surface of the soil, tips of leaves turning brown or yellow, blackened roots, etc.).					
Plants seem to be healthy and in good condition. Comment on condition of plants.					
Emergency Overflow					
Emergency overflow is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Outlet Structure					
Outlet structure is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Results					
Overall condition of Bioretention Area:					
Additional Comments					
Notes: * If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: September 5, 2024
Agenda Item Type: Consent Agenda
Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

Christ Church Request For Use of Shamrock Park

BACKGROUND:

Approval of use of Shamrock Park for October 26th and December 22nd. Christ Church would like to host both a Halloween and Christmas worship event. The event is open to the public. Contact Name: Anna Barrow.

FUNDING:

No cost to Town

STAFF RECOMMENDATION:

Approval of both events.

ATTACHMENTS:

n/a

PREVIOUS DISCUSSIONS:

none



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: September 5, 2024
Agenda Item Type: Consent Agenda
Staff Contact: Brandon Perkins

STAFF REPORT

AGENDA ITEM:

Approval to renew the Crossroads Christian School (CCS) MOU for the use of Town facilities in the event of an emergency evacuation.

BACKGROUND:

The current MOU has expired. The agreement is for one year with one automatic renewal.

FUNDING:

N/A

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

MOU

PREVIOUS DISCUSSIONS:

.

MEMORANDUM OF UNDERSTANDING

BACKGROUND

1. This agreement is between the **Town of Tyrone** (The Town) and **Crossroads Christian School** (CCS).
2. It is hereby recognized that emergencies and other situations may arise at any time that could warrant the evacuation of the school's facility located at 305 Arrowood Road and that any such evacuation would require a safe location for sheltering the displaced students and staff until students can be reunited with their parents or legal guardian.
3. The Town, recognizing its primary function being that of providing for public safety, agrees to shelter any students and staff members displaced by a required evacuation at one of two Town properties: The **Council Chambers at Town Hall** (950 Senoia Road) will be primary shelter and the **Tyrone Recreation Offices** (145 Commerce Drive) will be the secondary shelter if Town Hall is not available or if an overflow shelter is needed.
4. The undersigned parties recognize and agree that shelter under this agreement is short-term only (i.e. a duration of only a few hours at most) and will be terminated as soon as all students have been reunited with their parents or legal guardians.
5. CCS understands that the Town cannot provide a phone line to facilitate communications between CCS and parents, guardians, and other third parties and agrees to provide the necessary equipment to facilitate such communications during an evacuation.
6. CCS further understands that, in some circumstances, an event requiring the evacuation of its facilities could also require the evacuation of Town Facilities or the use of Town facilities for emergency management functions, rendering such facilities unavailable to CCS. Under these circumstances, the Town will make attempts to accommodate CCS not to be held responsible for sheltering these circumstances.

ACTIVATION

1. CCS staff will contact Town Hall via phone at 770-487-4038 or in person request activation of this plan as soon as possible after the determination has been made to evacuate the CCS facility.
2. A Town Hall staff member will advise the Town Manager and other necessary staff of the activation.
3. CCS staff will provide for the safe transportation of its students and staff to the sheltering facility.

GENERAL INFORMATION

1. It is understood that the undersigned parties will review and update this agreement, as needed, on an annual basis. It is further understood that this agreement may be amended upon mutual agreement, in writing, by the undersigned parties.
2. This agreement shall remain in effect for one (1) year from the effective date unless sooner terminated by either party by providing thirty (30) day's written notice to the other party of their intention to terminate this agreement. This agreement shall automatically renew for an additional term of one (1) year unless either party provides written notice of the other party of its intention to not renew this agreement.
3. CCS agrees to indemnify and hold harmless the Town, its officials, agents and employees, from and against all liability, claims, and demands on account of injury, loss, or damage, or any other loss of any kind whatsoever, which may arise out of or resulting from CCS's actions or omissions in connection with the use of the Town's property by CCS pursuant to this agreement.
4. In witness whereof, said party's Executive Officers have hereto set their hands and affixed their seals the day and year first written.

SIGNATURE AND ENDORSEMENT

DATE: _____

DATE: _____

Signed, sealed, and delivered as to party,

Signed, sealed, and delivered as to party,

TOWN OF TYRONE

CROSSROADS CHRISTIAN SCHOOL

By: _____
Eric Dial, Mayor

By: _____
Director

TOWN OF TYRONE, GEORGIA

CROSSROADS CHRISTIAN SCHOOL

ATTEST:

ATTEST:

Town Clerk (Seal)

Notary (Seal)



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 15, 2024

Agenda Item Type: Presentation

Staff Contact: Chief Randy Mundy

STAFF REPORT

AGENDA ITEM:

Recognition and appreciation for assistance received on August 15, 2024

BACKGROUND:

On August 15, 2024 members of the Tyrone Police Department responded to a person in crisis situation. The incident required specialized equipment and personell. Assistance was immediately provided by the Fayette County Fire Department, Fayette County Sheriff’s Department, the Peachtree City Police Department and several civilian members of the Level Up and Vault Stunt Studios. The incident was successfully resolved and served as a shining example of the level of cooperation between our Public Safety Agencies.

FUNDING:

Click or tap here to enter text.

STAFF RECOMMENDATION:

Click or tap here to enter text.

ATTACHMENTS:

No

PREVIOUS DISCUSSIONS:

Click or tap here to enter text.



APPLICATION NO.	PLANNING COMMISSION DATE	TOWN COUNCIL DATE
RZ-2024-009	August 8th, 2024	September 5th, 2024

ADDRESS	OWNER	PARCEL NO.	EX. ZONING	PROPOSED ZONING	FUTURE LAND USE	SURROUNDING ZONING	SITE IMPROVEMENTS	ACREAGE
355 Crestwood Road	Cole Gilley	0737-040	AR	R-18	Estate Residential	North: E-I South: R-12 East: R-18 & R-12 West: R-12	Existing Home & Accessory Structures	5

SUMMARY & HISTORY

Applicant and owner, Cole Gilley has submitted an application for rezoning of a 5-acre tract at property address 355 Crestwood Rd from AR (Agricultural Residential) to R-18 (1-ac, 1,800 s.f min. residential). The applicant's stated intent for this application is to divide the lot.

The applicant has submitted a conceptual plat as an exhibit. Staff would like to point out that this rezoning does not constitute an approval for the conceptual plat and a separate review process would need to be undertaken to approve any further division of the lot.

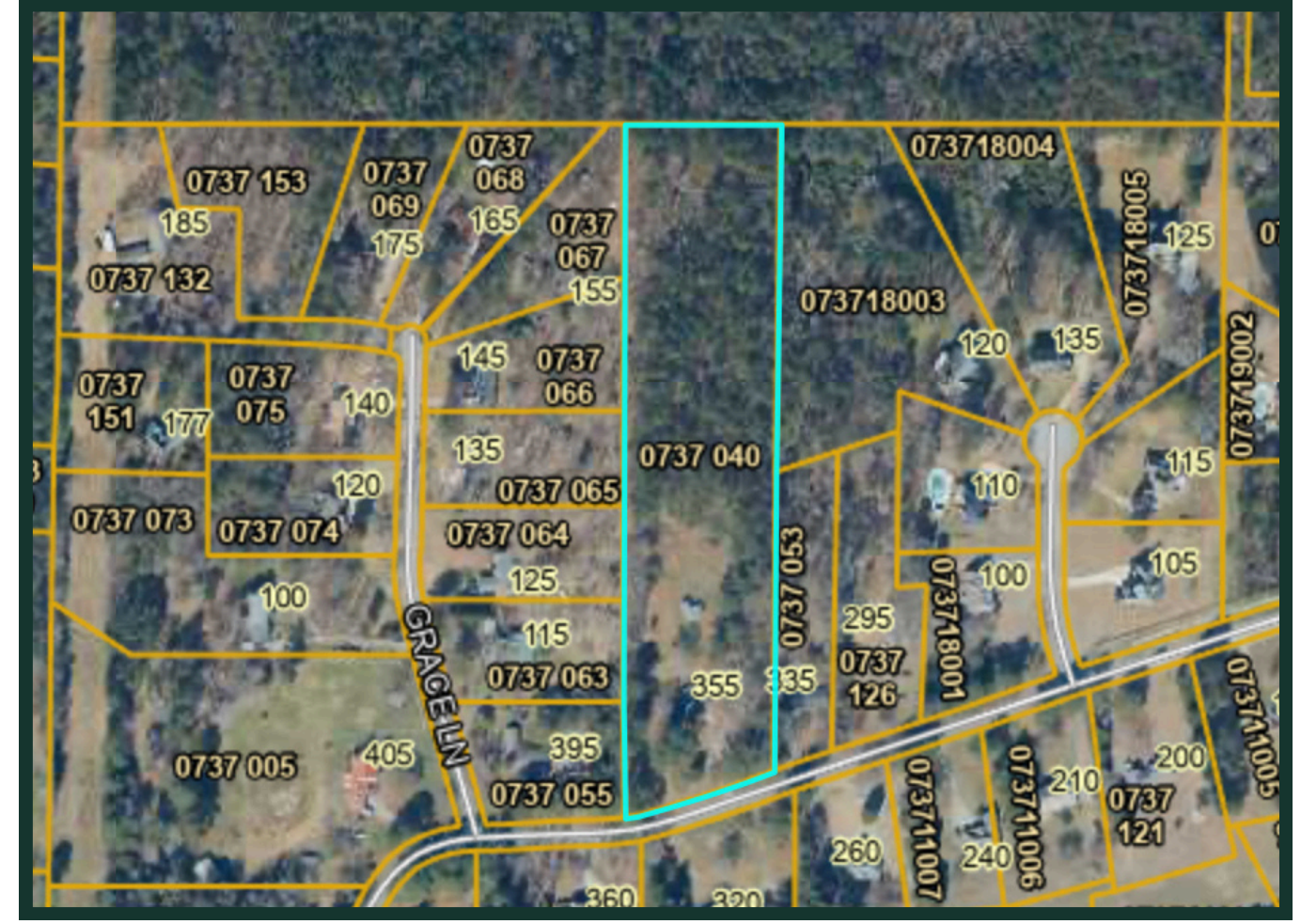
Staff recommends approval of this application.

PLANNING COMMISSION RECOMMENDATION

Planning Commission recommended unanimous approval of the rezoning.

COMPREHENSIVE PLAN & FUTURE DEVELOPMENT MAP COMPATABILITY

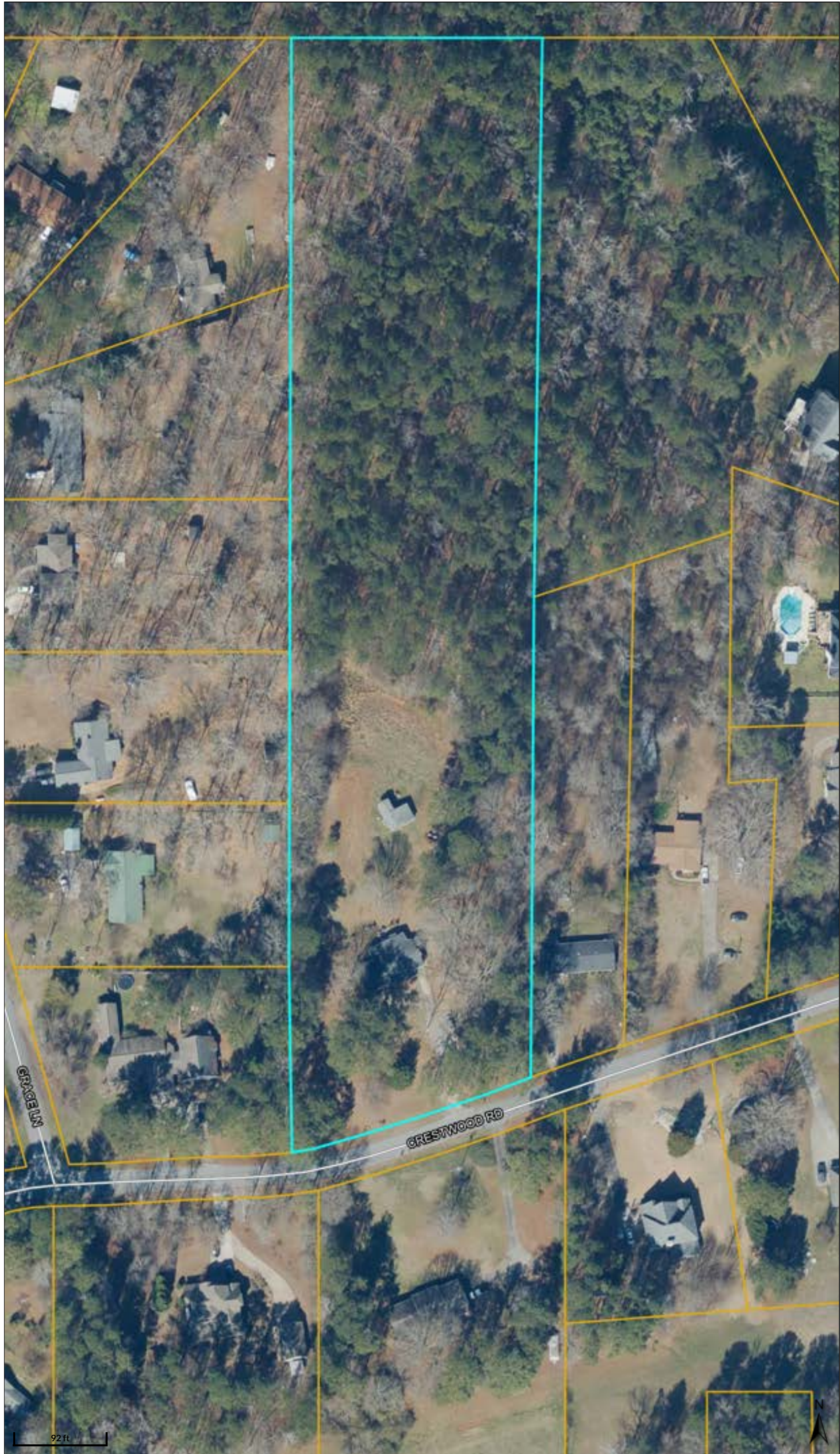
This petition is consistent with the Town's comprehensive plan and future development map. The Future Land Use designation for this property is **Estate Residential** which encourages low density residential development not to exceed 1-unit/acre. This property is currently 5 acres. R-18 zoning is permitted in this Future Development character area with an emphasis on conservation style developments where feasible



ZONING ORDINANCE COMPATABILITY & IMPACT ASSESSMENT

- **Will the zoning permit suitable uses with surrounding properties?** Yes, R-18 zoning borders this property with 1-acre single-family zoning to the south, east, and west.
- **Will zoning adversely affect adjacent properties?** No, such single-family zoning already predominantly exists along Crestwood Road.
- **Does the property have reasonable economic use as currently zoned?** It is staff's determination that this property does not have reasonable economic use as currently zoned. Surrounding property is zoned for more typical single-family zoning. Given the narrow width of the lot, agricultural uses would be impractical or impossible to build given distancing requirements.
- **Would the proposed zoning overburden existing infrastructure?** No, the lot would not yield enough homes to warrant an impact on traffic flow. Public water exists along Crestwood Road. Lots would be required to be on septic.

355 Crestwood Road

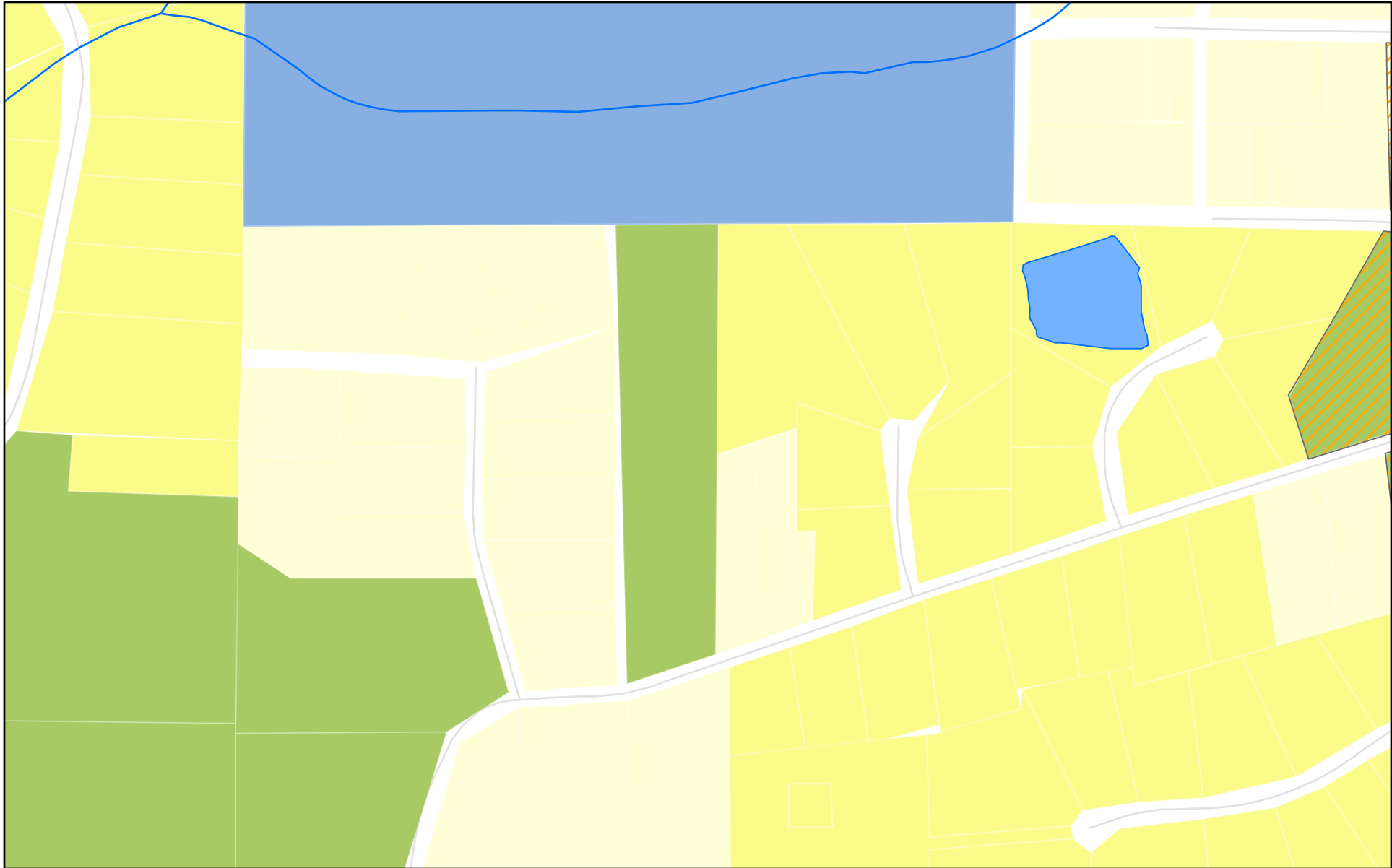


Legend

- Parcels
- Roads

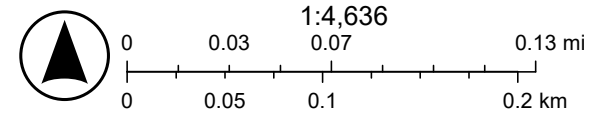
Town of Tyrone Zoning Map

Section VIII, Item 7.



8/3/2024

- Tyrone Online Zoning Map_WFL1 - Ponds and Lakes
- Tyrone Online Zoning Map_WFL1 - Rivers and Streams
- Tyrone Online Zoning Map_WFL1 - Town Center Overlay District
- AR_Agricultural_Residential
- R-18_Residential_1800sf_Min
- R-12_Residential_1200sf_Min
- E-I_Educational_Institutional
- Tyrone Online Zoning Map_WFL1 - Roads

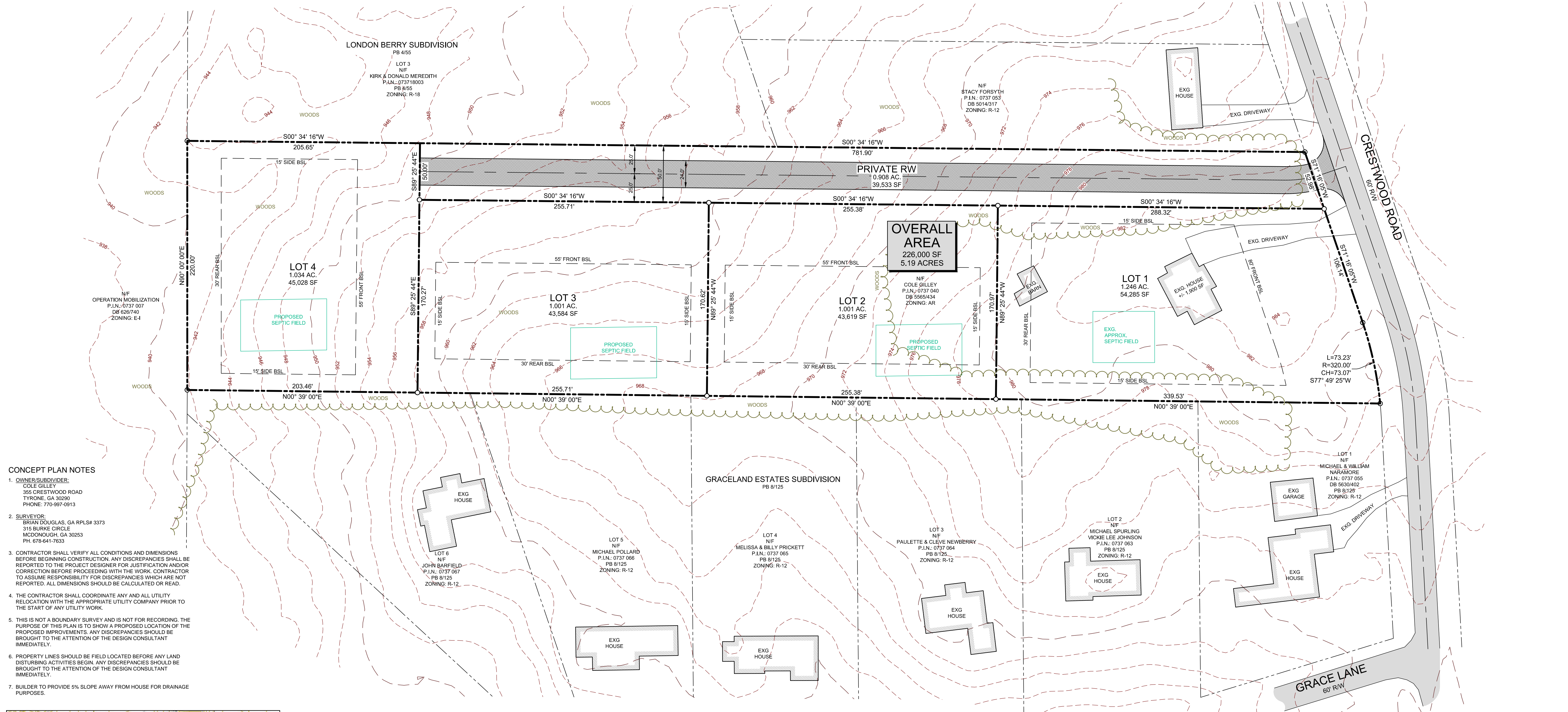
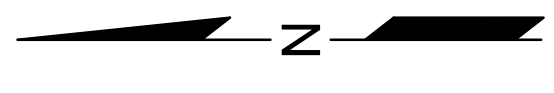


ZONING NOTE:
 CITY OF TYRONE, GEORGIA
 CURRENT ZONING: AR - AGRICULTURAL RESIDENTIAL
 PROPOSED ZONING: R-12 RESIDENTIAL 1,200 SF MIN.
DIMENSIONAL REQUIREMENTS:
 MIN. LOT AREA: 1.0 ACRE
 MIN. LOT WIDTH AT BUILDING LINE: 125 FEET
 MAX. BLDG HEIGHT: 35 FEET
 MIN. BLDG FOOTAGE: 1,200 SF
 MAX. LOT COVERAGE: 25%

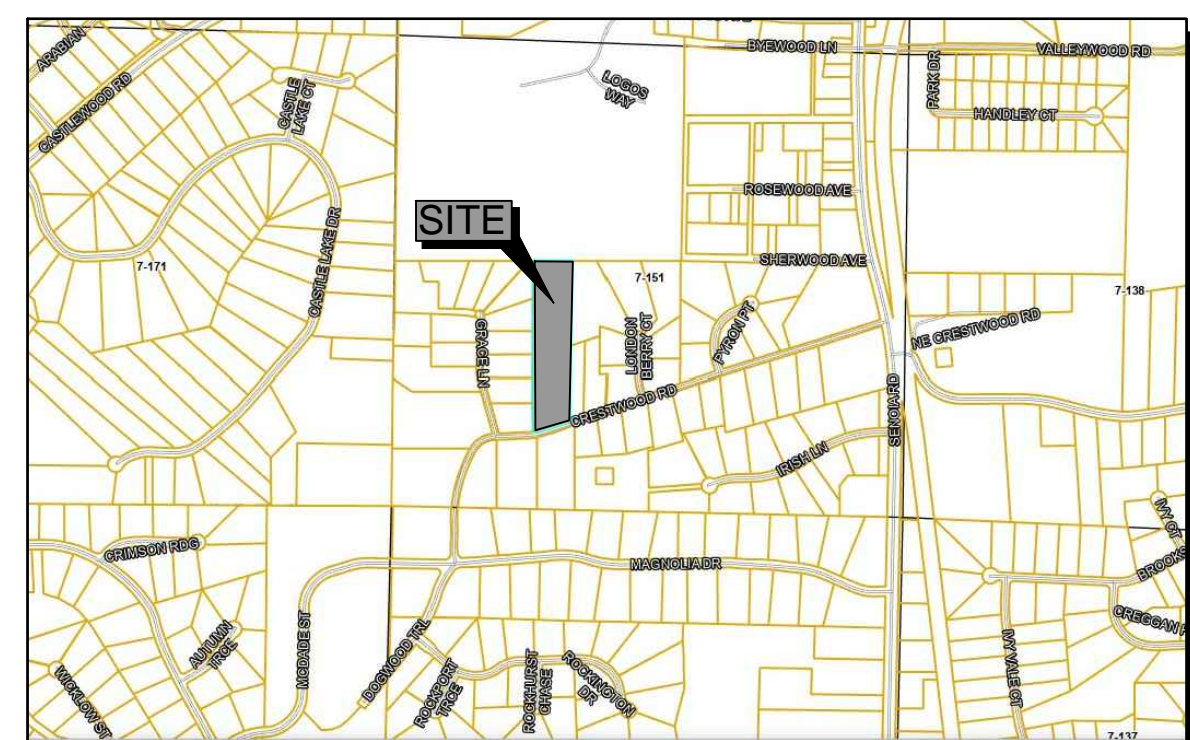
SITE DATA:
 TAX PARCEL ID: 0737 040
 TOTAL SITE AREA = 226,000 SF OR 5.19 AC.
 PROPOSED PRIVATE R/W = 39,533 SF OR 0.908 AC.
 PROPOSED SITE DENSITY:
 4 HOMES / 4.282 ACRES = 0.93 HOMES/ACRE
 SOURCE OF BOUNDARY: DB 5565/434
 SOURCE OF TOPOGRAPHY: NOAA LIDAR
 TOPOGRAPHIC DATA
 DATUM: MEAN SEA LEVEL

SETBACKS:
 FRONT: 80 FEET (THOROUGHFARE)
 55 FEET (RESIDENTIAL STREET)
 SIDE: 15 FEET
 REAR: 30 FEET

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD MAP NUMBER 13113C0078E LAST REVISED 9/26/2008.



- CONCEPT PLAN NOTES**
- OWNER/SUBDIVIDER:
COLE GILLEY
355 CRESTWOOD ROAD
TYRONE, GA 30290
PHONE: 770-987-0913
 - SURVEYOR:
BRIAN DOUGLAS, GA RPLS# 3373
315 BURKE CIRCLE
MCDONOUGH, GA 30253
PH. 678-641-7633
 - CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS BEFORE BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE PROJECT DESIGNER FOR JUSTIFICATION AND/OR CORRECTION BEFORE PROCEEDING WITH THE WORK. CONTRACTOR TO ASSUME RESPONSIBILITY FOR DISCREPANCIES WHICH ARE NOT REPORTED. ALL DIMENSIONS SHOULD BE CALCULATED OR READ.
 - THE CONTRACTOR SHALL COORDINATE ANY AND ALL UTILITY RELOCATION WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO THE START OF ANY UTILITY WORK.
 - THIS IS NOT A BOUNDARY SURVEY AND IS NOT FOR RECORDING. THE PURPOSE OF THIS PLAN IS TO SHOW A PROPOSED LOCATION OF THE PROPOSED IMPROVEMENTS. ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF THE DESIGN CONSULTANT IMMEDIATELY.
 - PROPERTY LINES SHOULD BE FIELD LOCATED BEFORE ANY LAND DISTURBING ACTIVITIES BEGIN. ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF THE DESIGN CONSULTANT IMMEDIATELY.
 - BUILDER TO PROVIDE 5% SLOPE AWAY FROM HOUSE FOR DRAINAGE PURPOSES.



VICINITY MAP (N.T.S.)

SURVEYOR'S CERTIFICATION OF DESIGN

I HEREBY CERTIFY THAT THE DESIGN AND LAYOUT OF THE PROPOSED LOTS, BLOCKS, STREETS AND OTHER PLANNED FEATURES INCLUDED IN THIS PROPOSED PRELIMINARY PLAN HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION.

Brian Douglas
 BRIAN DOUGLAS, GA RLS #3373 05/05/2024

ABBREVIATIONS

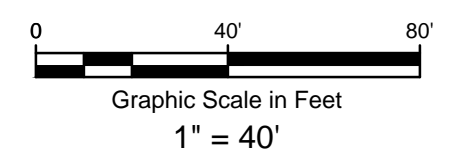
A.K.A.	ALSO KNOWN AS
BSL	BUILDING SETBACK LINE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
CTP	CRIMP TOP PIPE
DB	DEED BOOK
DIST.	DISTURBED
LL	LAND LOT
MON.	MONUMENT
N/F	NOW OR FORMERLY
N.T.S.	NOT TO SCALE
OHE	OVERHEAD ELECTRIC
OTP	OPEN TOP PIPE
PB	PLAT BOOK
PG	PAGE
P.I.N.	PARCEL IDENTIFICATION NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE
P/L	PROPERTY LINE
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SF	SQUARE FEET

CERTIFICATE OF PRELIMINARY PLAT APPROVAL

ALL REQUIREMENTS OF THE TYRONE LAND DEVELOPMENT ORDINANCE RELATIVE TO THE PREPARATION AND SUBMISSION OF A PRELIMINARY PLAT HAVING BEEN FULFILLED, APPROVAL OF THIS PLAT IS HEREBY GRANTED BY THE MAYOR AND TOWN COUNCIL.

TOWN ENGINEER _____ DATE _____

THIS CERTIFICATE EXPIRES: _____



CONCEPT PLAT PREPARED FOR:
CLAY GILLEY
355 CRESTWOOD RD

PROPERTY LOCATED IN:
 LAND LOT 151 | 7TH DISTRICT
 CITY OF TYRONE | FAYETTE COUNTY | GEORGIA

PREPARED BY BRIAN DOUGLAS
 GEORGIA PROFESSIONAL LAND SURVEYOR NO. 3373
 315 BURKE CIRCLE | MCDONOUGH | GEORGIA 30253
 TELEPHONE: 678-641-7633
 PROJECT #: 24-A59
 SHEET 1 OF 1



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: September 5, 2024

Agenda Item Type: New Business

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration to approve Match Point Tennis to resurface the tennis/basketball courts at Shamrock Park at a cost not to exceed \$33,200.00.

BACKGROUND:

The tennis and basketball courts at Shamrock Park were reconstructed in 2012 and are in need of resurfacing. Funding (\$30,000.00) for this was included in the current budget from Assigned Funds. The budget for this project was based on input from the subcontractor who installed the pickleball courts – he did not bid on this project.

The Town issued an RFP for this project on July 15, 2024 with a bid due/opening date of August 15, 2024. Three bids were received and all were over budget (see attached bid tab), but the lowest responsible bidder was Match Point Tennis at \$33,200.00. Staff suggests moving forward with this project at this price and using an additional \$3,200.00 from the Administration’s unused Other Small Equipment and Services Assigned Funds balance, which is currently \$25,346.81.

FUNDING:

Not to exceed \$33,200.00 from Assigned Funds.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

- 1. Bid tabulation

PREVIOUS DISCUSSIONS:

None.

**TOWN OF TYRONE
 BID TABULATION
 RFP: RE-2024-01: SHAMROCK PARK TENNIS/BASKETBALL COURT RESURFACING**

Item	Match Point Tennis	CGS Waterproofing	Talbot Tennis	
Clean Courts as Necessary	\$ 1,500.00	\$ 3,100.50	\$ 2,500.00	
Fill all structural cracks with E330 (or approved equal) crack filler and install multi-layered Rite Way Crack Repair System over all structural cracks that are 1/16" or larger.	\$ 13,000.00	\$ 4,500.00	\$ 20,850.00	
Fill all low-lying areas and paving joints with acrylic patch binder.	\$ 2,000.00	\$ 5,892.00	\$ 2,500.00	
Apply 3 coats of Acrytech (or approved equal) full acrylic play surface. Colors to be selected from color chart submitted by contractor.	\$ 13,200.00	\$ 21,543.00	\$ 8,730.00	
Stripe 2 regulation tennis courts with 1 coat of primer and 2 coats of texturized white line paint.	\$ 2,000.00	\$ 6,063.00	\$ 1,000.00	
Stripe 1 of the tennis courts for regulation basketball play. This is to also include 1 coat of primer and 2 coats of texturized white line paint.	\$ 1,000.00	\$ 7,230.71	\$ 750.00	
Remove and replace both sets of basketball goal posts and nets.	\$ 9,200.00	\$ 2,000.00	\$ 13,500.00	Matchpoint price for this was a bid alternate.
Sand and paint tennis net posts, re-hang nets, and clean work site.	\$ 500.00	\$ 1,000.00	\$ 2,000.00	
Total Cost:	\$ 42,400.00	\$ 51,329.21	\$ 51,830.00	
Total Cost Minus Basketball Goals:	\$ 33,200.00	\$ 49,329.21	\$ 38,330.00	

Agreement

THIS AGREEMENT made this 8th day of August, 2024, by and between the Town of Tyrone, Georgia, hereinafter called "Town" and Christaline LLC DBA Match Point Tennis, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

Section 1. Scope of Work

The Work to be performed by the Contractor shall consist of resurfacing two (2) regulation sized tennis courts at Tyrone's Shamrock Park. One of the courts is to be lined for both tennis and basketball. Installation shall be in accordance with the project documents dated July 15, 2024. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the Work described herein.

MD. Basketball goals, posts and backboards are excluded from the scope of work.

Section 2. Term

The Contractor will perform the Work described herein within the timeframe as stated in the project documents' Bid Form.

Section 3. Payment

MD. Contract Amount: \$ 33,200.⁰⁰

The Owner shall pay to the Contractor compensation upon completion by the Contractor of the Work described herein. Payment terms are NET 30 days following receipt of a correct invoice. Invoices must be submitted to:

Town of Tyrone
Attn: Brandon Perkins
950 Senoia Road
Tyrone, Georgia 30290

Section 4. Insurance

The Firm's Comprehensive General and Automobile Liability Insurance shall be written for not less than limits of liability as follows:

A. Comprehensive General Liability

1. Bodily and Personal Injury, Property Damage and Contractual: \$1,000,000 Combined Single Limit Each Occurrence/\$2,000,000 General Aggregate
2. General Aggregate Limits shall apply per Project

B. Comprehensive Automobile Liability

1. Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit Each Occurrence
2. Any Auto including Hired and Non-Owned liability coverage is required.

C. Workers' Compensation

1. Workers' Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the services required by this proposal of not less than the minimum requirement of \$100,000 per accident/\$100,000 Disease each employee/\$500,000 Disease policy limit. At a minimum, the policy must also meet Georgia required coverage.

D. The Town must be listed as “additional insured” on the policy of insurance as follows: Town of Tyrone; 950 Senoia Road; Tyrone, GA 30290.

Firm shall provide the Town with a valid Certification of Insurance evidencing the Town as an addition. The certificate shall be on the ACORD 25 form. The certificate will further confirm that at least thirty (30) days prior written notice will be furnished to the Town by Insurer before cancellation or non-renewal of policy. The insurance policies may not include a deductible, retention or self-insurance in excess of \$10,000. It is further understood that any coverage extended by reason of this paragraph shall be primary and non-contributory and such shall be evidenced on the Certificate of Insurance. Any insurance maintained by the Town of its own protection shall be secondary of excess insurance. All insurance companies providing coverage must have an AM Best Rating of A-VII or better unless approved by the Town in advance at its sole discretion.

Providing and maintaining adequate insurance coverages is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of Georgia. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in Georgia. The Contractor shall, at all times, comply with the terms of such insurance policies, and all requirement of the insurer under any such insurance policies, except as they may conflict with existing Georgia laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under the contract. Upon award of this contract, the selected Contractor shall add the Town of Tyrone as a certificate holder to their insurance policy and the Town shall be listed as additional insured.



Section 5. Indemnification

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Town, assure entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by the Town or Town officials, including the Mayor and Council members and employees of the Town from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the Town or Town officials based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

Section 6. Subcontracting

The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

MD

Section 7. Changes

The Town shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

Section 8. Non-Discrimination

The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

Section 9. Governing Laws

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

Section 10. Termination for Cause

The Town reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should the Town elect to terminate this contract for cause, the Town will notify the Contractor 30 days prior to the termination date and

MB

shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Town.

Section 11. Termination without Cause

The Town and/or the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

Section 12. Employee Guidelines

The Contractor certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. The Contractor further agrees that their employees shall comply with the Georgia Drug-Free Workplace Policy.

While engaged in the performance of these services, only authorized employees of the Contractor are allowed at the Town's location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in work area by acquaintance, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulation set forth for the public areas where the work is being performed.



Section 13. Safety

The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the Work described herein.

The Contractor shall perform all work in accordance with State and Federal safety regulation in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

Should the Contractor fail to perform the work in accordance with State and Federal safety regulations, the Town, at its' option may cancel any agreement, reserving for itself any remedies it may have for breach of contract.

The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

MA

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized official, this Agreement in quadruplicate (four copies) of which each shall be deemed an original on the date first above written.

TOWN OF TYRONE, GEORGIA

By: _____

Name: _____

Title: _____

(SEAL)

Attest:

Name: _____

(Please Print)

Title: _____

(Company Name):

Christelino LLC OBA Match Point Tennis

By: Matt Graft

Name: Matt Graft

Address: 2646 Courtland Park Circle

Marietta, GA 30068

(SEAL)

Attest:

Elsie Weizenecker

Name: Elsie Weizenecker

(Please Print)

Title: Office Manager

**STATE OF GEORGIA FAYETTE
COUNTY**

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

WITNESSETH:

1. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Georgia Department of Labor through execution of the contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit "A" and is incorporated into this Agreement by reference herein.

2. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor of subcontractors in connection with this Agreement, the Contractor shall:

- A. Secure from each such subcontractor and sub-subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13- 10- 91 and Georgia Department of Labor Rule 300-10-1.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10- 1-.08, which is attached hereto as Exhibit "B", and sub- subcontractor, hereto as Exhibit "C", or a substantially similar

subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time.



EXHIBIT 'A'

Part 1 of 2

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Town of Tyrone, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1708610
Federal Work Authorization User Identification Number

6/23/2021
Date of Authorization

Christaline LLC DBA Match Point Tennis
Name of Contractor

Shamrock Park Tennis Court Resurfacing
Name of Project

Town of Tyrone, GA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on August 28th, 2024 in (city) Marietta (state) GA.

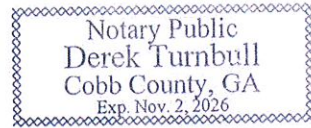
Matt Graft
Signature

Matt Graft / Managing Member
Printed Name and Title of Authorized Officer of Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS August, 2024.
THE 28th Day of

NOTARY PUBLIC [Signature]
My Commission Expires: 11-02-2026



O.C.G.A. 50-36-1 (e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) Contract, as referenced in O.C.G.A. 50-36-1, from Town of Tyrone, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen.
2) I am a legal permanent resident of the United States.
3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. 50-36-1 (e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: (Driver's License, Drivers License, Passport, etc. - Attach copy)

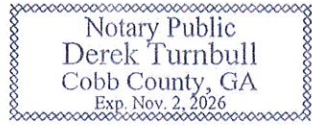
In the making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A 16-10-2-, and face criminal penalties as allowed by such criminal statute.

Executed in Marietta (city) Georgia (state).

Signature of Applicant (Handwritten signature)

Printed Name of Applicant: Matt Graft

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 28th DAY OF August, 2024. NOTARY PUBLIC My Commission Expires: 11-02-2026



* Match Point Tennis does not use Sub-Contractors

EXHIBIT 'B'

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of Town of Tyrone, Georgia has registered with is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor with the information required by O.C.G.A. 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in (city) _____ (state) _____.

Signature

Printed Name and Title of Authorized Officer of Agent SUBSCRIBED AND

SWORN BEFORE ME

ON THIS THE__ DAY OF _____, 21__

NOTARY PUBLIC

My Commission Expires:

* Match Point Tennis does not use Sub-Subcontractors

EXHIBIT 'C'

SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with *(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)* and *(name of contractor)* on behalf of Town of Tyrone, Georgia has registered with is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor with the information required by O.C.G.A. 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to *(name of subcontractor of sub-subcontractor with whom such sub-subcontractor has privity of contract)*. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to *(name of subcontractor of sub-sub-subcontractor with whom such sub-subcontractor has privity of contract)*. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on __, ____, 202__ in (city) _____ (state) _____.

Signature

Printed Name and Title of Authorized Officer of Agent SUBSCRIBED AND SWORN

BEFORE ME

ON THIS THE __ DAY OF ----- 210

NOTARY PUBLIC

My Commission Expires: _____

Project Number 2024 Shamrock Park Tennis & Basketball Court Resurfacing
RE-2024-01

03/2024
Rev. 0

SECTION 00100 - GENERAL REQUIREMENTS

PART 1 - GENERAL PROVISIONS

1.1 The proposed work is located at Shamrock Park, 960 Senoia Road, Tyrone, Georgia 30290.

PART 2 - PRODUCTS – OWNER

2.1. Town of Tyrone
950 Senoia Road
Tyrone, GA 30290

PART 3 - CONTRACTOR

3.1 Project is to be substantially complete within 60 calendar days from the Commencement Date as depicted on the Notice to Proceed. Substantially complete implies that the courts have been resurfaced and are shown to be capable to serve their intended purpose.

3.2 Construction hours shall be from 8:00 am until 5:00 pm.

3.3 For temporary facilities and controls, the Contractor is required to provide for this work including, but are not necessarily limited to:

A. Temporary utilities such as water, sanitary facilities, electricity and telephone.

The Contractor shall use the means that are necessary to maintain temporary facilities and controls in their proper and safe condition throughout the progress of the work.

In the event of loss or damage, the Contractor shall immediately make repairs and replacements necessary at no cost to the Owner.

The Contractor shall provide adequate artificial lighting when natural light is not adequate for work and for areas accessible to workmen.

The Contractor shall provide temporary sanitary toilets for use by personnel, maintain in sanitary condition, and comply with the minimum requirements of public agencies having jurisdiction.

For the aid of safety, the Contractor shall provide and maintain for duration of construction, required barricades, warning signs, steps, bridges, platforms and other temporary construction necessary for safety of workmen in compliance with pertinent safety and other regulations.

Project Number 2024 Shamrock Park Tennis & Basketball Court Resurfacing
RE-2024-01

03/2024

Rev. 0

3.4 The Contractor shall maintain these temporary facilities and controls for the safe proper completion of work and remove such facilities and controls as the work progress permits or as directed by the Engineer.

3.5 The Contractor shall exercise these general safety requirements for hazard control.

The Contractor shall store volatile wastes in covered metal containers during work hours and remove from premises at end of workday.

The Contractor shall conduct cleaning and disposal operations to comply with applicable ordinances and anti-pollution laws.

The Contractor shall use cleaning materials only on surfaces recommended by the cleaning material manufacturer.

The Contractor shall not burn or bury rubbish and waste materials on the project site.

The Contractor shall dispose of volatile wastes in accordance with state, federal and local regulations.

The Contractor shall not dispose of wastes into streams, waterways or wetlands.

The Contractor shall remove all waste from the site and dispose of it in accordance with the local agency having jurisdiction.

Playing music and/or smoking is prohibited on job site.

3.6 During construction, the Contractor shall execute cleaning to ensure that the site is maintained free from waste materials and rubbish accumulation.

The Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish.

3.7 The Contractor shall remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off the Owner's property.

PART 4 – ADMINISTRATION OF THE CONTRACT

4.1 Owner Representative: Brandon Perkins, MBA, CPM, ICMA-CM
Town of Tyrone
950 Senoia Road
Tyrone, GA 30290

4.2 Contractor shall provide a one (1) year warranty for all work performed under this Contract.

END OF SECTION 00100

2024 Grease Trap Manifest Tracking Log

Monday January 15, 2024	Thursday February 15, 2024	Thursday March 15, 2024	Friday April 15, 2024
Name	Name	Name	Name
<input type="checkbox"/> Notice <input type="checkbox"/> Recv'd	<input type="checkbox"/> Notice <input type="checkbox"/> Recv'd	<input checked="" type="checkbox"/> Notice <input type="checkbox"/> Recv'd	<input checked="" type="checkbox"/> Notice <input checked="" type="checkbox"/> Recv'd
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Publix Partners Zestos	Waffle House AmeriDeli She Nikko Papa John
Wednesday May 15, 2024	Friday June 14, 2024	Monday July 15, 2024	Thursday August 15, 2024
Name	Name	Name	Name
<input type="checkbox"/> Notice <input type="checkbox"/> Recv'd	<input checked="" type="checkbox"/> Notice <input type="checkbox"/> Recv'd	<input checked="" type="checkbox"/> Notice <input checked="" type="checkbox"/> Recv'd	<input type="checkbox"/> Notice <input type="checkbox"/> Recv'd
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Publix Partners Zestos Wings&Things Chapultepec M Thai Ohio Hog	Waffle House AmeriDeli She Nikko Papa John	Waffle House AmeriDeli She Nikko Papa John	
Friday September 13, 2024	Tuesday October 15, 2024	Friday November 15, 2024	Friday December 13, 2024
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Publix Partners Zestos Wings&Things Chapultepec M Thai Ohio Hog	Waffle House AmeriDeli She Nikko Papa John		Publix Partners Zestos Wings&Things Chapultepec M Thai Ohio Hog



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: September 5, 2024

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to Award the 2024 Carriage Oaks Drive Stream Stabilization REBID project PW-2022-04 to CGS Waterproofing for the fee not to exceed \$105,215.00.

BACKGROUND:

At Carriage Oaks Drive and Brunswick Drive there is sanitary sewer manhole at the northern top of the streambank. The sanitary sewer manhole is approximately 90 feet from the centerline of Carriage Oaks and 140 feet from the centerline of Brunswick Drive. Over time, erosion has occurred on the privately owned stream. Town staff initiated this project to protect the streambank before the erosion could compromise the structural integrity of the manhole. The Town will be performing the work within the Town’s easement to stabilize the section of stream around the manhole. The project was bid on March 14, 2024, but was rejected due to an error in advertising the project. The project was modified and rebid on August 14, 2024. Attached is the bid tabulation of the 6 companies that submitted bids. The low bidder was CGS Waterproofing. Our A&E firm has checked references and confirmed pricing with the low bidder and has recommended awarding the project to CSG Waterproofing. CSG Waterproofing’s bid was \$105,215.00 and is within budget.

FUNDING:

Sewer Enterprise Fund 505-43-54.1400

STAFF RECOMMENDATION:

Staff requests that Council authorize the Mayor to execute and Award the construction for the 2024 Carriage Oaks Drive Stream Stabilization REBID, project number PW-2022-04, to CSG Waterproofing for a fee not to exceed \$105,215.00.

ATTACHMENTS:

Bid Tabulation 8-14-2024

PREVIOUS DISCUSSIONS:

Council Planning Workshop and Budget Request meeting in 2024.

Bid tabulation for: Carriage Oaks Drive Stream Stabilization Plan FOR THE TOWN OF TYRONE, GA		CGS Waterproofing				A Abby Group				HELIX GRADING & UTILITY					
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE		
BASE BID															
1	MOBILIZATION	1	LS	\$	2,941.00	LS	\$	10,000.00	LS	\$	10,000.00	LS	\$	10,000.00	
2	TRAFFIC CONTROL	1	LS	\$	2,941.00	LS	\$	3,000.00	LS	\$	3,000.00	LS	\$	5,000.00	
3	CLEARING AND GRUBBING	1	LS	\$	16,470.00	LS	\$	28,000.00	LS	\$	28,000.00	LS	\$	5,000.00	
4	GRADING COMPLETE	1	LS	\$	8,295.00	LS	\$	30,000.00	LS	\$	30,000.00	LS	\$	91,000.00	
5	UNSUITABLE MATERIALS, COMPLETE	80	CY	\$	56.00	\$	4,480.00	\$	8,000.00	\$	8,000.00	\$	75.00	\$	6,000.00
6	WIRE MESH GABION BASKETS, W/STONE & FABRIC	3132	CF	\$	14.00	\$	43,848.00	\$	15.00	\$	46,980.00	\$	10.00	\$	31,320.00
7	#57 STABILIZATION STONE	100	TN	\$	88.00	\$	8,800.00	\$	75.00	\$	7,500.00	\$	50.00	\$	5,000.00
8	SS COVER PLATE & ANCHOR RODS	1	LS	\$	2,941.00	LS	\$	10,000.00	LS	\$	10,000.00	LS	\$	10,000.00	
9	EROSION CONTROL, COMPLETE	1	LS	\$	2,941.00	LS	\$	14,000.00	LS	\$	14,000.00	LS	\$	12,000.00	
10	DEWATERING & STREAM FLOW MGT	1	LS	\$	4,118.00	LS	\$	5,000.00	LS	\$	5,000.00	LS	\$	5,000.00	
11	ALLOWANCE PER SPECIAL CONDITIONS	1	LS	\$	7,500.00	LS	\$	7,500.00	LS	\$	7,500.00	LS	\$	7,500.00	
TOTAL BASE BID				\$	105,215.00	\$	169,980.00	\$	187,820.00	\$	187,820.00	\$	187,820.00		

Bid tabulation for: Carriage Oaks Drive Stream Stabilization Plan FOR THE TOWN OF TYRONE, GA			SITE ENGINEERING				Piedmont Paving				CRAWFORD GRADING			
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	
BASE BID														
1	MOBILIZATION	1	LS	\$	15,000.00	LS	\$	10,100.00	LS	\$	23,000.00	LS	\$	23,000.00
2	TRAFFIC CONTROL	1	LS	\$	1,000.00	LS	\$	7,300.00	LS	\$	500.00	LS	\$	500.00
3	CLEARING AND GRUBBING	1	LS	\$	25,000.00	LS	\$	20,800.00	LS	\$	23,000.00	LS	\$	23,000.00
4	GRADING COMPLETE	1	LS	\$	20,000.00	LS	\$	69,100.00	LS	\$	12,000.00	LS	\$	12,000.00
5	UNSUITABLE MATERIALS, COMPLETE	80	CY	\$	100.00	\$	8,000.00	\$	6,800.00	\$	150.00	\$	12,000.00	
6	WIRE MESH GABION BASKETS, W/STONE & FABRIC	3132	CF	\$	17.00	\$	53,244.00	\$	56,376.00	\$	35.00	\$	109,620.00	
7	#57 STABILIZATION STONE	100	TN	\$	80.00	\$	8,000.00	\$	7,100.00	\$	80.00	\$	8,000.00	
8	SS COVER PLATE & ANCHOR RODS	1	LS	\$	20,000.00	LS	\$	6,100.00	LS	\$	9,500.00	LS	\$	9,500.00
9	EROSION CONTROL, COMPLETE	1	LS	\$	20,000.00	LS	\$	17,325.00	LS	\$	22,000.00	LS	\$	22,000.00
10	DEWATERING & STREAM FLOW MGT	1	LS	\$	20,000.00	LS	\$	9,975.00	LS	\$	1,000.00	LS	\$	1,000.00
11	ALLOWANCE PER SPECIAL CONDITIONS	1	LS	\$	7,500.00	LS	\$	7,500.00	LS	\$	7,500.00	LS	\$	7,500.00
TOTAL BASE BID				\$	197,744.00	\$	218,476.00	\$	218,476.00	\$	228,120.00	\$	228,120.00	



COUNCIL ITEM AGENDA REQUEST FORM

Department: Council

Meeting Date: 09/05/2024

Staff Contact:

Agenda Section: New Business

Staff Report:

Item Description:

Consideration to amend Article VI. Sect.4-201, 4-202, and 4-203 regarding sales of Alcohol Off-Premises for Catered Functions.

Consideration to amend Sec. 30-6 Parks and Recreation regarding Rules and Regulations.

Background/History:

A councilmember request to amend the ordinance permitting off-premises alcohol sales at special events was requested in order to grant council the ability to permit malt beverage or wine sales at Town events on Town property, specifically Shamrock Park. Staff has prepared text amendments in accord with this request.

Findings/Current Activity:

Summary of changes to Article VI Regarding Alcohol Off-Premises allowances are:

- Removal of distilled spirits as allowable alcohol sales. Such sales shall be limited to malt beverages, beer, and wine.
- Special Event Alcohol Permit time periods have been reduced from 3 days to 24 hours.
- Quarterly limitations on permit issuance has been removed.
- Fees for such permits will be listed in the Town’s Schedule of Fees.

Summary of changes made to Sec. 30-6 Parks and Recreation Rules and Regulations are:

- Provision for temporary event alcohol permits to be issued in Shamrock Park by a vote of Town Council for Town and DDA-sponsored events.
- Amendment for fireworks displays to be approved by a vote of Town Council for town-sponsored events.

Actions/Options/Recommendations:

It is staff’s determination that these amendments meet the goal of allowing alcohol sales in Shamrock Park on a case-by-case basis via a majority vote of Council.

ARTICLE VI. SALES OF ALCOHOL OFF-PREMISES FOR CATERED FUNCTIONS

Sec. 4-201. Licensed alcohol beverage caterers eligible for off-premises licenses; application; fee.

- (a) For the purposes of this article, the term "licensed alcoholic beverage caterer" shall be defined to mean any retail alcohol dealer who is a food caterer and has either (1) been licensed pursuant to this article or (2) been licensed by another jurisdiction in the State of Georgia to sell alcoholic beverages by the drink off-premises and in connection with an authorized catered function.
- (b) For the purposes of this article, the terms "authorized catered function" or "event" shall be defined to mean any organized activity for profit or non-profit having as its purpose entertainment, recreation and/or education, such as a party, wedding, reception, reunion conference, celebration or assembly which occurs or takes place for a limited duration. No event permit shall be issued under this article for any authorized catered function or event that lasts more than ~~three consecutive days~~ 24 hours. An authorized catered function or event may be held in a temporary structure; ~~however, no more than one such event per quarter shall be held at a particular location.~~
- (c) Any licensed alcoholic beverage caterer, as defined herein, who holds a validly issued license from the Town of Tyrone for the retail sale of malt beverages or wine or distilled spirits by the drink for consumption on-premises may be issued an off-premises license which authorizes such licensed alcoholic beverage caterer to sell malt beverages and wine ~~and distilled spirits~~ by the drink off-premises and in connection with an authorized catered function.
- (d) Any licensed alcoholic beverage caterer seeking a license for sales of alcohol by the drink for an off-premises catered function shall submit an application, provided by the town, for such license. Each application shall state the certificate number of the alcohol license held by the applicant and shall contain all other information requested by the town.
- (e) All licenses issued pursuant to this article shall be subject to the requirements of article III of this chapter and shall be subject to approval by the mayor and council.
- (f) The applicant shall pay a license fee as established by a schedule of fees adopted by the mayor and council.

(Ord. No. 2020-02, § 9, 5-21-2020)

Sec. 4-202. Limitations.

- (a) No license shall be issued to any person or entity that does not already hold a license validly issued pursuant to article III of this chapter 4. An off-premises license issued for the sale of alcoholic beverages shall only permit the sale of those types of alcoholic beverage permitted by the underlying license malt beverages and wine.
- (b) Malt beverages or wine ~~or distilled spirits~~ may only be sold at off-premises catered functions for which the licensee has received an event permit issued in accordance with section 4-203 of this chapter 4.

(Ord. No. 2020-02, § 9, 5-21-2020)

Sec. 4-203. Event permit.

- (a) In order to sell malt beverages or wine ~~or distilled beverages~~ at an authorized catered function, a licensed alcoholic beverage caterer must:
 - (1) Apply to the town clerk for an event permit. The application shall include the name of the licensed alcoholic beverage caterer; the date, address, and time of the event; and the licensed alcoholic beverage caterer's on-premises license number, the name of the owner of the property on which the event will be held and such other information as the town clerk may require.
 - (2) Provide satisfactory reports to the town clerk on a form provided by the town clerk stating the quantity of any and all alcoholic beverages transported from the licensee's primary premises to the location of the authorized catered function and such other information as may be required by the town clerk.
 - (3) In order to sell alcoholic beverages at a catered function, the location of the event/function must qualify pursuant to section 4-80 of this chapter 4.
 - (4) No permit shall be issued in a residential zoning district.
 - (5) If the licensed alcoholic beverage caterer's license to sell alcoholic beverages by the drink off-premises was issued by a jurisdiction other than the Town of Tyrone, the applicant must also pay an event permit fee ~~in the amount of \$50.00~~ as established by the schedule of fees adopted by the mayor and council and the total quantity of alcoholic beverages brought into the Town by such caterer shall be subject to excise taxation as provided in article II of this chapter.
- (b) Upon compliance with the requirements of subsection (a) of this section, the town clerk shall issue an event permit for the particular date, time and location requested on the application for the permit. The permit shall include the name of the holder, the date, address and time of the event, and the type of alcoholic beverages for which sales are authorized by the permit. The permit shall authorize sales of ~~alcoholic beverages~~ malt beverages and wine only at the location identified on the permit and only during those times set out on the same. The holder of any permit issued pursuant to this section shall maintain the original event permit, as well as original on-premises and off-premises licenses, in the vehicle transporting the alcoholic beverages to the catered function at all times.

(Ord. No. 2020-02, § 9, 5-21-2020)

Sec. 4-204. Violations.

- (a) It shall be unlawful for any person to distribute or sell malt beverages or wine or distilled spirits off the premises of the licensed alcoholic beverage caterer's business without a license issued pursuant to this article VI or a license to sell alcoholic beverages by the drink off-premises validly issued by another jurisdiction in the State of Georgia.
- (b) It shall be unlawful for a licensed alcoholic beverage caterer licensed under this chapter to distribute or sell malt beverages, or wine or distilled spirits off-premises except in connection with an authorized catered function within the scope of an approved and issued event permit.
- (c) It shall be unlawful for a licensed alcoholic beverage caterer to employ any person under 21 years of age who, in the course of such employment, would dispense, serve, sell, or handle alcoholic beverages. It is the intent of this subsection to prevent any person employed by such caterer, or any other employee, to knowingly violate any prohibitions contained in O.C.G.A. § 3-3-23, relating to furnishing alcoholic beverages to, and purchase and possession of alcoholic beverages by, a person under 21 years of age. Nothing herein shall prohibit the employment of persons under 21 years of age for purposes not involving the selling or handling of alcohol.

- (d) It shall be the duty of a person holding a license issued pursuant to this article to file with the chief of police the names of all employees. Such employees shall be subject to such investigative rules and regulations as may be deemed necessary from time to time by the police department of the town.
- (e) If a licensed alcoholic beverage caterer has his/her/its license issued pursuant to article III revoked or suspended, for any reason, then any license issued to such licensed alcoholic beverage caterer pursuant to this article VI shall be automatically revoked.
- (f) Any person violating the provisions of this article VI shall be guilty of a misdemeanor.

(Ord. No. 2020-02, § 9, 5-21-2020)



COUNCIL ITEM AGENDA REQUEST FORM

Department: Council

Meeting Date: 09/05/2024

Staff Contact:

Agenda Section: New Business

Staff Report:

Item Description:

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Summary of changes made to Sec. 30-6 Parks and Recreation Rules and Regulations are:

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- Amendment for fireworks displays to be approved by a vote of Town Council for town-sponsored events.

Actions/Options/Recommendations:

It is staff’s determination that these amendments meet the goal of allowing alcohol sales in Shamrock Park on a case-by-case basis via a majority vote of Council.

Sec. 30-6. Rules and regulations.

- (a) Permits are issued to organizations or individuals to reserve facilities for stipulated times. When the permit is not in effect the facility will be open for public use.
- (b) Town programs and activities will have first priority at all facilities.
- (c) Facilities may be reserved for town-sponsored clinics and classes, tournaments, leagues, private activities or parties where there is no charge for admission; and school sponsored classes and teams.
- (d) Any sponsoring team must be predominately (50 percent or more) made up of county residents, unless approved by the town council.
- (e) The using organization shall be responsible for field preparations such as lining the field, dragging the field, and other related activities. The town may provide other major maintenance to facilities on request by contacting the town manager or his designee. Special maintenance requests shall be submitted in written form to the town manager or his designee at least three working days prior to date needed.
- (f) No one will be allowed to construct any new facility, paint any facility or make changes in present facilities without written approval of the town. To obtain approval, a written request should be submitted to the town manager or his designee.
- (g) All damages to any facility should be reported to the town manager or his designee, such as light failure, bleacher damage, facility damage, field damage, etc. Also, any injuries to players, coaches, or spectators must be reported within three working days from date of the injury.
- (h) The organization using the park shall be responsible for the conduct of its program participants including coaches, players, and spectators.
- (i) Burning of trash is prohibited in town parks.
- (j) Alcoholic beverages are prohibited at all town facilities. [Temporary alcoholic event beverage permits may be issued by a vote of the Town Council consistent with Sec. 4-203 of Article VI for Town or Downtown Development Authority-sponsored special events at Shamrock Park.](#)
- (k) The use of tobacco products is prohibited, except in designated areas, at all town facilities.
- (l) Fireworks are strictly prohibited. [Firework displays may be approved by a vote of the Town Council for Town-sponsored special events at Shamrock Park.](#)
- (m) Organizations are responsible for policing litter before, during, and after each event and is responsible for disposing of it properly.
- (n) With the exception of designated parking areas, only official vehicles are authorized unless specifically authorized by the town manager or his designee. Violations may result in impounding of vehicles.
- (o) Only vehicles with visible handicap stickers are permitted to park in designated handicap areas. Violations may result in the impounding of vehicle.
- (p) No parking on the side of the road. Violations may result in a parking ticket or cars may be towed.
- (q) Utility fees may be charged for use of lights or water.
- (r) All lights will be turned off by 11:00 p.m.
- (s) Any town employee, elected official or authorized agent has the authority to require individuals or groups to leave for violations of expressed or implied rules.
- (t) The town has the right to revoke the permit of any organization violating these policies if the organizations or individuals fail to provide and conduct a program beneficial to the town or if in violation of these rules.

- (u) No facility may be reserved more than six months in advance.
- (v) Reservations will be on a first paid basis and the town cannot hold an unpaid reservation.
- (w) Organizations or individuals can call the Tyrone Recreation Center and check for availability before physically appearing to reserve the facility.
- (x) Any requests to waive the fees must be approved by the mayor and council. Requests to waive the fees must be submitted in written form at least three weeks before reservation.
- (y) A deposit will be required for all facilities for which fees are charged.
- (z) Organizations or individuals will have five working days after the event in which to retrieve any required deposit or it may be forfeited.
- (aa) Organizations or individuals are required to pay the fees that apply for each facility before use.
- (bb) Pavilion rental is limited to the number of people that it can safely hold according to the number of parking spaces provided.
- (cc) The amplification of music is prohibited unless prior approval by the town manager or his designee is obtained.
- (dd) Picnic pavilions at town parks are available for public use. This shall include use by groups such as scouts, athletic associations, church groups, school groups, and political parties, as well as use for birthday parties and family reunions.
- (ee) The facility must be left in a clean and orderly condition. The area must be policed for any trash and disposed of properly in order to have the deposit returned.
- (ff) Any governmental organization, including public schools, are allowed to reserve the town's parks at no charge; however the town requires these entities to call in advance to reserve these facilities.
- (gg) The town sports fields may be reserved when not in use by the youth associations holding current facility use agreements with the town.
- (hh) Organizations or individuals must have a permit displayed that has been issued by the town.

(Code 1984, § 2-6-6; Ord. No. 473, § 1, 7-21-2005; Ord. No. 2010-01, §§ 2—5, 1-21-2010)