



## **TOWN COUNCIL MEETING** **March 02, 2023 at 7:00 PM**

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*950 Senoia Road, Tyrone, GA 30290*

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**Eric Dial**, Mayor

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

**Linda Howard**, Post 1

**Melissa Hill**, 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:** *The first public comment period is reserved for non-agenda items. 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 February 16, 2023 Council minutes.

2. Approval of the 2023 Baseball and Soccer facility agreements.

### **VII. PRESENTATIONS**

### **VIII. PUBLIC HEARINGS**

### **IX. OLD BUSINESS**

### **X. NEW BUSINESS**

3. Consideration to Award project number PW-2022-01 Pendleton Trail Culverts Replacement to S H Creel Contracting. **Scott Langford, Town Engineer / Public Works Director**

4. Consideration to approve the Road Design and Resurfacing Disclosure and Confirmation of Informed Consent Form. **Dennis Davenport, Town Attorney**

5. Consideration to enter into an Intergovernmental Agreement (IGA) with Fayette County for the Town's Dogwood Trail paving project that is part of the County Project FA-1006. **Scott Langford, Town Engineer / Public Works Director**

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

**XII. STAFF COMMENTS**

**XIII. COUNCIL COMMENTS**

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

# TYRONE TOWN COUNCIL MEETING

## MINUTES

February 16, 2023 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Sandy Beach, Finance Manager

Bridget Smith, Accounting Specialist

April Spradlin, Court Clerk

Police Chief, Randy Mundy

Corporal, Charles Clark

Police Officers, Jacob Hale, and Eric Holley

### I. CALL TO ORDER

### II. INVOCATION

### III. PLEDGE OF ALLEGIANCE

**IV. PUBLIC COMMENTS:** *The first public comment period is reserved for non-agenda items. 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 Howard.

Voting Yea: Council Member Hill, Council Member Furr.

**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 February 2, 2023 minutes.
2. Consideration to designate 14 benches (pews) from the former Council Chambers at 881 Senoia Road as surplus and offer them for sale to the public on the Town's public auction site at a reserve of \$150.00 each.

3. Approval of Crossroads Academy's public Steady Steps 5K event which includes vendors and food at Shamrock Park on April 22, 2023, from 7:00 am - 2:00 pm.

A motion was made to approve the consent agenda.

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

Voting Yea: Council Member Howard, Council Member Hill.

## VII. PRESENTATIONS

4. State of The Town Address - **Mayor Eric Dial**

Mayor Dial addressed everyone.

*As always, it is an honor to come before you on behalf of Tyrone's council and staff to provide an update on the state of the town. Even better, it is a pleasure to address you.*

*It is a pleasure because Tyrone is a great place to live and work. I'm not put in a position where I have to sugarcoat anything about our town. Presenting to you the facts about our town is a pleasure in and of itself.*

*In preparation, I decided I would put myself in the position of someone in any state in America looking for a place to live. What would they be looking for?*

*What I found was home value, low crime, good schools, high life expectancy, good health care, walkability, access to various forms of transportation and shopping, and most importantly access to a broad range of places to worship freely.*

*In short, what I found was the Town of Tyrone. We are all blessed to be living and working here and we should never take that for granted.*

*Tyrone continues to rank in the top 3 of the safest cities in Georgia year after year without fail. That's an accomplishment that is virtually unheard of. Thank you to our police department and our citizens for the role you play in this.*

*Since I have mentioned our officers, I want to take this exit ramp to discuss something real quick.*

*We see our men and women doing their jobs and I think we do a good job of thanking them, but are we really aware of what they take home with them each night?*

*PTSD is not just for veterans. First responders have these same issues, and many of these challenges impact them and their families.*

*We've seen some of the realities of this throughout this past year. Our men and women have struggled together and supported one another when they deal with the difficulties of the job. So when you pray for the safety of our officers as they protect us, I ask that you also pray for them and their families in how the job impacts them mentally and emotionally. That doesn't mean they want to talk about it, but they do deserve our prayers.*

*It has always been made clear to us, and we agree, that Tyrone needs to maintain its small-town feel as we inevitably grow in a responsible way. Growth is necessary, but it needs to be deliberate.*

*Every step we have taken over these years has been with the intent of doing just that. That's why you haven't seen us selling out to any apartment complexes or 500,000 sq. ft. distribution centers. It's not who we are and it's not who we want to be.*

*So as we do revitalize and grow, our plans and actions have incorporated the look and feel that the citizens have asked for. Every major change has involved citizen committees that offer feedback and direction.*

*This work has resulted in designs for downtown with the Town Center Mixed Use overlay, the Livable Center Initiative, and plans for the northern corridor of Highway 74.*

*We designed this building in a way that other builders and investors would want to mimic. I spoke with a potential downtown property buyer recently who said, "whatever we build, we want it to look like Town Hall because we love the look of it."*

*This is exactly what we were shooting for and we hope that all future property owners will have that same sentiment.*

*Another way we can make this happen is through the creation of the Downtown Development Authority.*

*While they are a separate entity, we work closely with them, we help fund them, we share ideas, and we have crossover in dedicated staff and Councilman Campbell.*

*The DDA has some great ideas for downtown and you will see some of these ideas come to fruition this year. For example, we are confident that the old fire station will be repurposed and possibly completely remodeled in 2023.*

*It will serve as another impetus for a vibrant downtown. We have already had many conversations with people who are interested in that property and I am confident that you will be pleased with the outcome.*

*We also have a very active Friends of the Museum committee that is regularly hosting events to raise money and to attract visitors to enjoy the many artifacts that have been assembled.*

*This is another reason to come into town and another reason we need to commit ourselves to make it easy for people to get here.*

*Something else that we are doing to partner with investors is our streetscape program. We will begin construction on our downtown streetscape projects this Spring to improve the aesthetics and walkability of our downtown.*

*We are also committed to bringing people downtown from existing neighborhoods by constructing multi-use paths. If we want a vibrant downtown, we have to bring people here, preferably on foot or golf cart.*

*This year we will give over a thousand residents golf cart access to downtown that currently don't have it.*

*First is the Farr Road corridor. I am finally able to announce that we are confident that all right-of-way acquisitions will be complete for the Tyrone Road path by next week.*

*This means that we will be able to begin construction in the Spring or Summer. Amen to that!*

*Secondly, we will also begin and probably complete construction this year on the Senoia Road/Spencer Road multi-use path which will provide Southampton residents access to downtown and residents on our east side access to the shopping center.*

*For Pendleton, Berry Hill, and Swanson Valley, we will invest in traffic calming and share-the-road measures that will allow you to get downtown on foot or on golf carts.*

*It's not as easy for an existing municipality to build cart paths as it is for a new city, and it takes much longer to do so, but we are doing all we can to make it happen.*

*If you don't have a literal multi-use path adjacent to you, keep in mind that our golf cart ordinance allows for street use in many cases based on the speed limit.*

*Another big project we expect to work on in 2023 will be the roundabout at Arrowood/Palmetto/and Spencer Roads. This will take about a year to complete, but it's important to our traffic flow so we'll get it done.*

*Shifting gears to park investments, we are excited to see the progress of the new pickleball courts at Redwine Park. Another project that will begin construction in the coming weeks, the bid has been awarded and we are currently picking our colors.*

*Anybody that's built a house knows that when you're picking out colors you know tangible change is right around the corner. We will have 8 new courts available to the pickleball community which is exploding in popularity.*

*2023 will also bring about improvements to Handley Park. We recently purchased new scoreboards, we're paying for field improvements, and we plan to complete the new bathrooms for the soccer fields this year.*

*I've mentioned many new projects that are finally coming to fruition in 2023. I want to point out that this is only half of what will actually be accomplished. Much of what we do falls under the category of maintenance and improvements.*

*Exciting things like culverts, dams, cleaning, pruning, repairs, road resurfacing, etc. These are the things we thank our public works team members for. We have a group of men that work hard all day every day regardless of the weather and we're grateful for them.*

*The majority of the projects I've mentioned are being funded by the 2017 SPLOST. Without the SPLOST approval, they either wouldn't be done, would be significantly delayed, or would be funded by increased millage rates.*

*Fayette County voters will be voting in March (election day is March 21st) to renew this SPLOST with a new list of projects. I invite you to visit our website or come by to see what is planned based on the input from a citizen committee for the 2023 SPLOST prior to your vote.*

*Speaking of our website, I want to tell you about a new tool you can use to stay informed about what we're doing and how far along we are. Brandon has prepared a spreadsheet that will be updated as a project advances.*

*Visit [tyronega.gov/projects](http://tyronega.gov/projects) for this information. I also encourage everyone to visit our website to sign up for our newsletter so you can receive all of our town news and events. Thank you, Brandon, for these tools and everything else you do.*

*In this newsletter, you will be introduced to all of the activities of our library and recreation department among others. Both of these departments host events constantly throughout the week that appeal to all age groups.*

*Patty and Lynda lead outstanding departments and deserve major kudos for their commitment to our town.*

*If 2023 sounds like a year of hard work and progress, that's because it is. Many of the things we've been planning and preparing for over the last 6-8 years will actually happen this year.*

*As slow as these things are, they are essential to successful and cost-effective projects. Scott and Phillip, thank you for guiding us through this aspect of our work.*

*Fortunately, funding is not our major challenge, and we have a strong team led by Sandy that helps us navigate our way through funding issues.*

*Probably our biggest challenge will be manpower. We are limited in what we can accomplish from a project management standpoint so it may be that we have to address that during budget season.*

*You deserve to have things done the way we have promised you they would.*

*Earlier I spoke about all of the advantages of living in Tyrone. We are doing our part in making Tyrone a great investment and we will continue to do so.*

*Now we need private investors to join us in making it a vibrant community with a small-town feel.*

*In closing, I want to thank this council and our outstanding staff for the role each of you plays in this town.*

*You don't have council members who have run for office for glamorous reasons. Your council members love their town and have sacrificed in countless ways to make it better.*

*You don't have staff members who clock in, draw a paycheck, complain about their jobs, pass time, and clock out. You have staff members who have committed themselves to us and do everything they can to perform well - despite modest pay in a difficult economy.*

*On behalf of council and our citizens, we appreciated your work ethic, integrity, and attitudes.*

*Let's all, almost 8,000 of us, work together for the best interest of our town. We won't always agree on everything, but let's respect one another and stand together on the principle that what God has blessed us with, we will do our very best to protect and maintain.*

5. Presentation of the Financial Report for FY Ending June 30, 2022.

Ms. Beach introduced Ms. Julie George, CPA, representing Rushton for the Town's annual audit report for the fiscal year ending June 30, 2022.

Ms. George thanked Mayor and Council for allowing Rushton to perform the Town's annual audit, she added that it was nice to be able to hear the Mayor's State of the Town's Address. She then thanked Mr. Perkins, Ms. Beach, Ms. Smith, and the Town's staff that helped the audit run smoothly. She added that the staff was very proactive.

Ms. George informed Council that before them was a letter, the presentation, and the report. She added that the letter was standard and it presented any changes compared to the previous year. The letter reflected the fiscal year ending June 30, 2022. The main significant change was that the Town adopted Governmental Accounting Standards Board (GASB) 87, which was required for all governments. She stated that all information regarding the Town's audit was timely filed in December 2022.

She informed everyone that on pages 1-3 of the report was the Independent Auditors Report. Due to the required changes, the Audit Opinions were now located within the first paragraph. The Town's opinion was an Unmodified Opinion which was good. That meant the financial statements were presented clean with no modifications, and they were presented fairly.

She shared that there was a change in the wording regarding assurance. She read; *Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Audition Standards will always detect a material misstatement when it exists.* She added that the statement was better explained on page 2 of the report. She also read a statement change regarding material; *Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.*

Ms. George stated that the financial responsibility of the Town was that of management, and her company's responsibility was to express their opinion and if it was presented fairly.

Ms. George move on to slide 2; Government-wide Statements. This fund included the general fund, SPLOST, drug forfeitures, and sewer, along with the new Downtown Development Authority (DDA). She clarified that it combined everything. It also included the assets, liabilities, deferred inflows of resources, and net positions of government activities, business activities, and the DDA. She shared that page 6 reflected the statement of activities and sources of revenue such as grants and taxes.

Ms. George moved to slide 3, page 5 of the report. She explained that the net position was broken down into net investments and capital assets. This would include the total of the capital assets such as the new building, vehicles, and infrastructure. General governmental activities would include, the general government, and public safety. The business activities would include the sewer infrastructure. All of which would be considered net of the related debt. She explained that if you took everything you had, less the depreciation accumulated today, less the debt relative to those assets which would lead to the net investment in capital assets. She then mentioned restricted net position. The capital outlay would be a restriction such as SPLOST but the Town also had unrestricted funds in order to be spent as needed. She mentioned that there was an increase due to the Town's investment in more capital outlay projects.

Ms. George progressed to slide 4, pages 55-60 of the report. This section included the general fund. She stated that the general fund decreased by \$249,000 due to several factors such as an increase in property taxes, sales tax, and insurance premiums. There was a decrease in licenses and permits, which was expected, due to non-recurring right-of-way fees last year. Another factor would be the one-time CARES grant, totaling \$392,000. She noted that the ARPA fund was presented separately, not within the general fund.

Ms. George stated that the expenditures (pg. 56) were down by 21%, most of which was due to the new town hall building. The general fund in general government decreased by \$1.7 Million, most of which was from the new building in FY21. She also noted that public works, public safety, culture, and recreation all increased last year. She stated that the unassigned fund balance was not restricted by law. The balance as of June 30, 2022, was \$9.2 Million. This was approximately 21 months of expenditures which were very healthy. She informed everyone that the reserves could be used on capital outlay projects if needed.

Mayor Dial clarified that SPLOST funds were also not included in the fund balance. Ms. George agreed. She directed everyone to page 7 of the report. She shared that the general fund indicated \$9.2 in the unassigned general fund, with \$4.6 Million in the 2017 SPLOST line. SPLOST funds were restricted to capital outlay projects.

Ms. George moved to slide 5 regarding the general fund revenues and expenditures graph. She stated that revenues had continued to increase with the exception of CARES funding and rights-of-way. She added that the Town had maintained a good trend. She stated that expenditures increased due to the capital outlay projects last year, including the new town hall. She added that even though the expenditures were up, they were still below the revenues.

Ms. George moved to slide 6 which indicated the sewer fund activity. She shared that there was a small increase in sewer revenue and expenditure. The main reason for the increase was that the depreciation of \$45,000 was not through cash. She added that it should level out next year.

Ms. George moved to slide 7 regarding internal controls. She shared the information regarding the scope and results of the testing. She stated that Comment 2022-01 had been similar in most of the Town's audits. Due to the lack of staff and the Town's size, there was not an optimum segregation of duties. She added that it was common but Council still needed to be aware of the risk. Each year management implemented all recommendations which lessen the risk.

Ms. George moved on to Comment 2022-02 regarding bank reconciliations. She stated that the comment had not come up in past years. Her team noted that multiple bank reconciliations were not performed on time. This would also fall under not being fully staffed. She added that the reconciliations were performed correctly just not as timely as they had hoped. She suggested that if there were enough projects and growth, Council may consider hiring additional finance staff. Additional staff would also assist with the segregation of duties and strengthen controls. The department was dealing with more grants, CARES, ARPA, and changes to GASB, along with more Town projects. Ms. George shared that if the Council decided to hire more staff consider hiring someone with experience, not on an entry-level.

Ms. George moved to slide 8, GASB 87. She shared that she and her cohorts had been talking about and teaching this standard for at least 5 years. It had been delayed due to COVID and the complexity of the standard. The Town, along with other municipalities implemented the standard on June 30, 2022. She explained that statements require that lease receivables be recorded for a cellular communications tower lease. Ms. Beach and Ms. Smith recorded \$30,000 which had a minimal impact on the net position. No leases were found that created liabilities.

Ms. George moved to slide 9, GASB 96. She stated that GASB 96 would go into effect on June 30, 2023, and was similar to 87. She stated that 96 dealt with subscription-based information technology software arrangements. GASB decided that the subscription was an intangible asset with a liability to pay. She added that Finance needed to evaluate the subscriptions with their assistance. She mentioned that the financial software Incode and Courtware used by court would be the first two to research. This would affect most governments as they would have something to record. She then asked if anyone had questions and shared her contact information.

Mayor Dial thanked Ms. George and also shared appreciation for Ms. Beach, Ms. Smith, Ms. Willis, and any other staff member that dealt with finances and that helped the audit run smoothly. Ms. George thanked everyone for their cooperation, proactiveness, and responsiveness that her team received.

## VIII. PUBLIC HEARINGS

6. Consideration of a text amendment to section 113 of Article V of the Zoning Ordinance regarding district regulations to create a Business Technology Park (BTP) zoning classification. **Phillip Trocquet, Community Development**

Mr. Trocquet shared that there had been a workshop and Planning Commission meeting on the item. The purpose was to help facilitate economic development and to guide economic development along the Highway 74 corridor. The zoning district was also appropriate for the Community Gateway Character area. The Business Technology Park (BTP) was specifically located north of Jenkins Road. After forming the zoning district alongside the Fayette County Development Authority, there had been one change. He stated that the Planning Commission shared their concerns regarding height restrictions. Since then, the allowable building height was raised from 35 feet to 50 feet. He added that Planning Commission implored that Council adopts a similar strategy as that of sound stages. He explained that the base height in the Town was 35 feet, and for every additional foot in height, the front setbacks would increase. This would give an apparent smaller size of the building from Highway 74. He referred to page 17 of the packet. He read section 8, *Height limitations. a. The front setback shall be increased two feet for every one foot of building height over 35 feet to a maximum of a 50-foot building height, or a raised landscape berm shall be constructed one foot high for every one foot of building height over 35 feet to a maximum 15-foot berm height, or any combination thereof. b. If the side and/or rear yards abut a residential or A-R zoning district, the setbacks shall be increased five feet for every one foot of building height over 35 feet to a maximum of a 50-foot building height.*

Mr. Trocquet informed Council that the Planning Commission wanted to add that language as it would help with some of the impact. He added that staff recommended the change as written. He added that other provisions were also discussed such as aesthetics, and the percentage of allowed warehousing. He then asked if there were any questions.

Council Member Furr stated that she agreed with Planning Commission's recommendations regarding the height. Mayor Dial asked if a building was 100 feet in depth and the building was 25 feet, after the 100 feet it increased, what standards would be used on the requirements. Mr. Trocquet stated that staff would still consider the building height. If there were variables, staff would adhere to the default of the maximum height of the building. According to scale, the developer would be asked to shift the building back with additional footage over 35 feet. Mr. Davenport advised adhering to the maximum height on any part of the building as a standard. If 25% of the building toward the rear was 50 feet, and the building toward the front was less than 50 feet, you would focus on the 50 feet.

Mayor Dial opened the public hearing for anyone in support of the item. No one spoke.

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

A motion was made to approve the text amendment to section 113 of Article V of the Zoning Ordinance to create a Business Technology Park (BTP) as proposed by the Planning Commission and as written.

Motion made by Council Member Campbell, Seconded by Council Member Hill.  
Voting Yea: Council Member Howard, Council Member Furr.

7. Consideration of a text amendment to section 113-191 of Article V of the Zoning Ordinance regarding the Quality Growth Development District Special Requirements.  
**Phillip Trocquet, Community Development**

Mr. Trocquet shared that the purpose of the item was to add more clarity to the Quality Growth Development District, especially after all of the comments that were received on the Comprehensive Plan from Council and the Planning Commission. He then referred to pages 20-21 in the packet regarding landscape standards. He indicated that the previous ordinance stated "landscape" and was very vague. He indicated sections such as landscaping and screening requirements and architectural and dimensional requirements. He stated that HVAC equipment should be screened from the road. Additional changes were made with the location of the district in mind. He added that the previous version stated, any property fronting Highway 74 would need to comply. Some buildings that front highway 74 currently, are 2,000 feet or more beyond the highway. Other standards researched for overlay districts required a standard width which was typically 1,000 feet. He added that given the lay of the land for Tyrone, 800 feet should be sufficient for either direction from the right-of-way of Highway 74. The back buildings should be of good quality but not held to the same strict standards. The changes were needed to approve the aesthetics of the corridor. He added that another standard was located at the bottom of page 22. The Northwest Corridor Special Traffic Management Area was added. He stated that the provision was added from Thompson Road to Kirkley Road. He added that it was an internal collector road, similar to what the County adopted, which allows for better traffic circulation.

Mayor Dial asked as an example if one property owner was in agreeance with the collector road and another was not, would that property become useless? Mr. Trocquet stated that the other property owner would need to comply with the ordinance, if not now, then at a later date during construction. Mayor Dial asked if property B wished to develop, what would happen to the road on property A? Mr. Trocquet stated that property B would develop along with the collector road. When it came time for property A to develop, they would need to comply with the ordinance and connect to the road on property B.

Council Member Furr began a conversation regarding the standards applied to secondary buildings behind the buildings fronting Highway 74 which have higher standards. Mr. Trocquet shared that the secondary buildings would need to comply with the Comprehensive Plan and ordinances already in place such as bay doors could not face a main thoroughfare, and no exterior storage or must be screened. He reminded Council that the BTP conditions would be in place which also encompassed 800 feet from the highway.

Council Member Furr shared her concerns as an example of a developer building a nice building fronting the highway, then creating a concrete building in the rear.

Mr. Trocquet stated that staff would encourage developers to build nicer buildings, however, there was not much in place beyond the 800 feet of visibility. He suggested that if Council wished, the visibility could be expanded to 1,000 feet. However, the buildings would not be visible from Highway 74. Council Member Furr disagreed and added that the rear buildings should be held to similar standards.

Council Member Campbell stated that there were requirements in place. Mr. Trocquet clarified that within the overlay, the fronting buildings were required to have 70% of Class A materials such as glass, brick, and stone. He added that the buildings in the rear could be built with Class B materials but they were also held to landscape and screening requirements. This was also a cost-effective issue for the developer. He stated that some higher architectural elements could be added or staff could add additional footage requirements from the highway.

Council Member Furr stated that she would not want to be a developer looking for property and to drive behind the fronting buildings to find subpar buildings. Real Estate agents would also have a difficult time selling property. Council Member Campbell suggested to upgrading the materials used as aesthetics for those buildings. Mr. Trocquet stated that for the overlay district, the materials were required to be Class A materials such as brick, brick veneer, stone, or glass. Council Member Furr clarified that it was for up to 800 feet. She then reiterated that requirements needed to be put in place beyond the 800 feet.

Mayor Dial suggested extending the required feet from Highway 74. Mr. Trocquet stated that 1,500 to 2,000 feet should encompass all properties. He added that the cost to developers would be higher but it could be changed. Mayor Dial asked, at what distance would be practical? Mr. Trocquet explained that the view shed would normally be how far someone could see from the highway, which included topography. Typically, 1,000 feet would maintain the view shed that one would need to preserve aesthetics. Staff deemed 800 feet to be sufficient along with the Town's topography on Highway 74. It was not a perfect science; some properties could be seen up to 2,000 feet.

Mayor Dial suggested 1,200 feet. Council Member Furr stated that she believed that the entire project should look nice. Council Member Campbell stated that he understood what Council Member Furr was saying, however, most would not see the back buildings on a particular property due to the slope. He also agreed that when someone drove through the business parks, all buildings should look nice.

Mr. Davenport suggested designating builds as part of a business park versus separate parcels. He suggested the wording be, 800 feet or include buildings as part of a business park. All buildings as part of a business park fronting Highway 74, no matter how deep, should meet higher standards. Separate parcels could adhere to the regular standards in place. Council Member Campbell agreed.

Mr. Trocquet clarified that the ordinance encompassed any properties along Highway 74, north of Jenkins Road. He further clarified to amend the ordinance that the boundaries of the requirements apply to any building within 800 feet along Highway 74, or any series of buildings part of a planned business technology park, whichever was greater. Mr. Davenport stated that it was important to separate parcels that were greater than 800 feet from Highway 74, as they were not bound by the same guidelines or requirements. He added that the park could be 1,500 feet in depth but all buildings in the common development would be bound by the requirements because it was part of the park that fronted Highway 74.

Mayor Dial opened the public hearing for anyone that wished to speak in support of the text amendment. No one spoke.

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

A motion was made to adopt a text amendment to section 113-191 of Article V of the Zoning Ordinance regarding the Quality Growth Development District Special Requirements and any buildable part of a common development within the Business Technology Park fronting Highway 74 N in addition to the 800 feet whichever is greater.

Motion made by Council Member Campbell, Seconded by Council Member Furr.  
Voting Yea: Council Member Howard, Council Member Hill.

8. Consideration of a text amendment to section 113-128 of Article V of the Zoning Ordinance regarding the Downtown Commercial (C-1) zoning district. **Phillip Trocquet, Community Development**

Mr. Trocquet informed Council that the proposal was to change the C-1 Downtown Commercial zoning district to read, C-1 Community Commercial. He added that C-1 was a lighter commercial zoning category that encompassed most areas of town, not just downtown. Staff has had a lot of questions regarding the zoning, this would clear any confusion. He stated that he recommended approval as did the Planning Commission.

Mayor Dial opened the public hearing for anyone that wished to speak in support of the text amendment. No one spoke.

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

Motion was made to adopt the text amendment to section 113-128 of Article V of the Zoning Ordinance regarding the Downtown Commercial (C-1) zoning district.

Motion made by Council Member Campbell, Seconded by Council Member Furr.  
Voting Yea: Council Member Howard, Council Member Hill.

## IX. OLD BUSINESS

9. Consideration of a resolution to adopt the Fayette County Annual Report on Fire Services Impact Fees (FY 2023) including Comprehensive Plan Amendment Updates to the Capital Improvement Element and Short-Term Work Program. **Phillip Trocquet, Community Development**

Mr. Trocquet requested that the item be tabled so the Department of Community Affairs (DCA) would have time to review and approve it. The Town had already approved the transmittal resolution and DCA had not yet commented. After it was reviewed by DCA, staff would bring the item back to Council for approval. Mr. Davenport suggested withdrawing the item due to the unforeseen time frame.

A motion was made to withdraw the item.

Motion made by Council Member Furr, Seconded by Council Member Howard.  
Voting Yea: Council Member Hill, Council Member Campbell.

## X. NEW BUSINESS

10. Consideration to approve the budgeted Building/Planning Department Scanning Project agreement with MCCI. **Phillip Trocquet, Town Planner, Dee Baker, Town Clerk**

Mr. Trocquet explained that during the Town's Planning Workshop last year, the item was discussed. He added that the reasons were modernization and the preservation of documents which were located at 881 Senoia Road. He informed Council that addendum 1, discussed the use of the software, Laserfiche. He requested that be removed due to the cost and the Town having a much smaller scaled project. He recommended approval.

A motion was made to approve the budgeted Building/Planning Scanning Project agreement with the removal of Addendum number 1 subject to legal review in an amount not to exceed \$58,785.08.

Motion made by Council Member Campbell, Seconded by Council Member Hill.  
Voting Yea: Council Member Howard, Council Member Furr.

11. Consideration to approve the Election Services Disclosure and Confirmation of Informed Consent form. **Dennis Davenport, Town Attorney**

Mr. Davenport stated that the item occasionally came up when the Town sought to enter into an agreement with Fayette County. The conflict letter was created due to his firm representing the county and the Town. He felt confident that his firm could represent both entities fairly.

A motion was made to approve the Consent Form regarding Election Services from McNally, Fox, Grant & Davenport.

Motion made by Council Member Furr, Seconded by Council Member Hill.  
Voting Yea: Council Member Howard, Council Member Campbell.

12. Consideration to approve the Intergovernmental agreement with Fayette County for conducting municipal elections. **Dee Baker, Town Clerk**

Ms. Baker shared that every other year the Town held its Municipal Elections which were run by Fayette County, as were the other cities in the County. She recommended approval of the agreement with the Fayette County Elections office.

A motion was made to approve the Intergovernmental Agreement with Fayette County for the purpose of conducting Tyrone's Municipal Election.

Motion made by Council Member Howard, Seconded by Council Member Campbell.  
Voting Yea: Council Member Hill, Council Member Furr.

**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 informed everyone that the election day for the 2023 SPLOST was March 21 from 7:00 am to 7:00 pm. Early voting would be February 27<sup>th</sup> to March 3<sup>rd</sup>, from 9:00 am to 5:00 pm, and March 6<sup>th</sup> to March 10<sup>th</sup>, from 9:00 am to 5:00 pm, March 13<sup>th</sup> to March 17<sup>th</sup> from 9:00 am to 5:00 pm. There would be two Saturday voting days, March 4<sup>th</sup> and March 11<sup>th</sup> from 9:00 am to 5:00 pm. He added that early voting would take place in Tyrone at 945 Senoia Road (former police station), and election day would be at your regular polling place.

Mr. Perkins reminded Council that an email was sent some time ago regarding Pickleball court colors. The color that was chosen was standard blue and light blue. He added that when he researched courts in the area, that was the most utilized color.

## **XIII. COUNCIL COMMENTS**

## **XIV. EXECUTIVE SESSION**

A motion was made to approve the Executive Session minutes from February 2, 2023.

Motion made by Council Member Campbell, Seconded by Council Member Howard.  
Voting Yea: Council Member Hill, Council Member Furr.

**XV. ADJOURNMENT**

A motion was made to adjourn.

The meeting adjourned at 8:36 pm.

Motion made by Council Member Howard.

Voting Yea: Council Member Hill, Council Member Campbell, Council Member Furr.

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

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

**Youth Sports Association Facility Agreement  
Tyrone Youth Baseball Association  
and  
The Town of Tyrone**

**GENERAL**

1. The **Tyrone Youth Baseball Association** agrees to provide a **RECREATIONAL** youth sports program as a service for the Town of Tyrone. In return for providing the youth sports program and for fulfilling the other requirements of this Agreement, the Town hereby waives other, usual fees for field usage routinely charged to other non-affiliated organizations.

2. The term of this Agreement will begin **January 1, 2023** and continue through **December 31, 2023**. Should both parties agree, a new agreement, with substantially the same terms and conditions, as this Agreement may be entered into at the conclusion of the term of this Agreement. If either party desires to enter into a new agreement, said party shall provide notice to the other party at least thirty (30) days prior to the termination of this Agreement.

3. The Town agrees to authorize the **Tyrone Youth Baseball Association** to use the field(s) and facilities on a non-exclusive basis to conduct a baseball program at the following locations: Handley Park Baseball Fields & Concession Stand/Restrooms hereinafter referred to as the “Facility”.

For purposes of this agreement, **Tyrone Youth Baseball Association** baseball program is designed as a program where all children who register under existing **Tyrone Youth Baseball Association** guidelines will be able to play on a team that matches their age and ability. This agreement also covers other State of Georgia sponsored youth sports, such as traveling teams, and All Star teams. As such, these programs fall under the same policies of this agreement.

4. The **Tyrone Youth Baseball Association** must provide, prior to the beginning of its playing season, to the town of Tyrone’s Recreation Department the current versions of:

- (a) A current list of Board of Directors and Association Officers, a set of by-laws, with amendments, if applicable
- (b) A current roster of participants, to show how many youths registered, their ages and where they reside i.e. city and county.
- (c) Proof of liability insurance/certificate of insurance coverage insuring **Tyrone Youth Baseball Association** with The Town of Tyrone named as an additional insured. Coverage should include, at a minimum:
  - I. one million dollars (\$1,000,000) of Commercial General Liability on an occurrence basis with not less than \$1,000 deductible per incident or claim; and
  - II. one hundred thousand dollars (\$100,000) of coverage per participant accident.

5. The **Tyrone Youth Baseball Association** shall require all coaches, assistant coaches and managers to be certified through the National Youth Sports Coaches Associations (NYSCA), and require all coaches, assistant coaches and managers to have proof of such certification when utilizing the Town of Tyrone facilities in their official capacity. The **Tyrone Youth Baseball Association** shall also require all coaches, assistant coaches, and managers to comply with the rules and requirements of their governing organizations. The Town of Tyrone Recreation Department may request Proof of NYSCA Certification at any time.

6. The **Tyrone Youth Baseball Association** will provide the Town of Tyrone Recreation Department with notice and location of all board meetings including called or specially called meetings and copies of minutes of all regular meetings, and all annual or special called meetings of the officers, Board of Directors or general membership within 30 days of each meeting. In addition, the Association shall provide to the Town copies of any newsletters or special correspondence to membership.

7. The **Tyrone Youth Baseball Association** shall provide to the Town of Tyrone within three (3) calendar days a preliminary written record of any incidents during their activities involving any parent, coach, or official. This shall be followed by written record within three (3) calendar days of resolution of, or action taken by, the **Tyrone Youth Baseball Association** concerning such incidents.

8. The **Tyrone Youth Baseball Association** shall put forth reasonable efforts to control the behavior of participants and spectators during each **Tyrone Youth Baseball Association** event. The **Tyrone Youth Baseball Association** agrees to exercise reasonable efforts to ensure that the behavior of the coaches, parents, officials, and youth is appropriate, and, to that end, the **Tyrone Youth Baseball Association** agrees to distribute for each coach and each parent whose child participates in the baseball program a code of ethics for coaches and parents to follow. Additional copies may be posted online or at the recreational fields and facilities for reference.

9. The **Tyrone Youth Baseball Association** agrees to indemnify and hold harmless the Town of Tyrone from any injuries of any kind to any person or damages to any property which occur while attending or participating in **Tyrone Youth Baseball Association** activities on the Town's property absent of a clear showing of negligence on the part of the Town.

10. To the extent permitted by law, The Town of Tyrone agrees to indemnify and hold harmless the **Tyrone Youth Baseball Association** from and against any claim alleging damages which are based upon or attributable to a breach by the Town of any of its obligations set forth in this agreement.

11. The **Tyrone Youth Baseball Association** IS REQUIRED TO CONDUCT BACKGROUND CHECKS FOR ALL COACHES, ASSISTANT COACHES and MANAGERS INVOLVED WITH THE **Tyrone Youth Baseball Association**. These background checks must be in accordance with the adopted Background Check Policy set by the Town of Tyrone and facilitated by the Town of Tyrone Recreational Department. The appropriate background check form will be provided to the **Tyrone Youth Baseball Association** by the Town of Tyrone Recreational Department. Coaches, Assistant Coaches and Managers may return the completed background check form directly to the Town of Tyrone Recreational Department. These background checks must include background information from other states and /or countries, as applicable. Results of these background checks shall be forwarded to the Tyrone Recreation Department after acceptance from the Tyrone Police Department. No background check for any coach, assistant coach or manager shall have aged more than two years. The Town of Tyrone's staff reserves the right to monitor the background checks conducted by the Association. Audits shall be conducted with no advance notice and the Association shall be prepared to produce the requested information or documentation.

### SCHEDULES

12. The **Tyrone Youth Baseball Association** agrees to provide Tyrone Recreation Department with a written general schedule of games and practice times prior to the first scheduled game or practice. Dual seasons (fall/spring) will require dual schedules. Schedules should list, at a minimum, fields/facility, dates and times. The **Tyrone Youth Baseball Association** will also provide updates or changes to the original schedule. The **Tyrone Youth Baseball Association** shall not schedule regular practices or games on any

Wednesdays unless prior arrangements have been made between the Association and the Town. The Recreation Department must review the schedule (which must include all times needed for games, practices and field maintenance) before the **Tyrone Youth Baseball Association** can use the fields. If the **Tyrone Youth Baseball Association** opts to schedule, and be responsible for travel teams, the schedules of these teams shall also be submitted to the Recreation Department. Once the Recreation Department has approved the schedule, the **Tyrone Youth Baseball Association** shall have exclusive use of the fields for all times listed on the approved schedule. The Tyrone Recreation Department shall have a minimum of five work days to review the proposed schedule, but shall not unreasonably withhold approval of the schedule.

### **FACILITIES/SECURITY**

13. The **Tyrone Youth Baseball Association** agrees to regularly monitor all areas of the Facility being used to ensure that trash and litter are cleaned up after use. A cleanup/damage/security deposit of \$500 will be escrowed prior to the beginning of each season. If cleanup for each event is not completed within twenty-four (24) hours, the Town of Tyrone shall complete the cleanup of the facility and shall invoice the **Tyrone Youth Baseball Association** for the cost of the cleanup. The cost of the cleanup shall be forty dollars (\$40.00) per hour required by the Town to complete the cleanup. Any unused portion of the security deposit will be credited toward the required deposit for the next season.

14. The **Tyrone Youth Baseball Association** shall notify the Director of the Tyrone Recreation Department of any damage, vandalism, needed repairs and/or safety issues at the Facility as soon as possible, but not later than the next working day. The Tyrone Recreational Department will determine the cause and cost to repair the Damages and thereby notify the **Tyrone Youth Baseball Association** of its findings. If any damage is determined to be caused as a result of **Tyrone Youth Baseball Association** members' negligence or failure to comply with the Town's operational or security measures, the **Tyrone Youth Baseball Association** shall reimburse the Town of Tyrone for all costs of repair due to this negligence or failure to comply with the Town's operational or security measures. A copy of the operational or security measures policy shall be provided by the Town.

15. The **Tyrone Youth Baseball Association** is responsible for monitoring the restrooms during its use of the Facility. The **Tyrone Youth Baseball Association** shall ensure that all restrooms are locked at the conclusion of each usage of the facility.

16. The **Tyrone Youth Baseball Association** must contact proper enforcement authorities when violations have been noted concerning the use of any tobacco products, alcoholic beverages and/or illegal drugs to be consumed on the grounds of the Facility.

17. All vehicles shall be parked in designated parking spaces, unless specifically authorized by the Recreation Department.

18. The **Tyrone Youth Baseball Association** shall be responsible for lining their fields for play.

19. The **Tyrone Youth Baseball Association** shall turn off all lights and lock the designated gates or doors at the conclusion of each night's activities. Any costs incurred as a result of this provision not being followed shall be assessed against the **Tyrone Youth Baseball Association**

20. The **Tyrone Youth Baseball Association** shall not alter, add, delete or improve the Fields/Facility without prior written consent of the Town of Tyrone and the Town shall not unreasonably withhold approval of such Facility improvements to be performed and paid for by the **Tyrone Youth Baseball Association**.

21. All tournaments and events other than regularly scheduled games shall be approved by the Recreation Department. To host such tournaments or events sponsored by organizations other than the **Tyrone Youth Baseball Association**, the **Tyrone Youth Baseball Association** shall pay to the Town of Tyrone a rental fee that shall be in accordance with a schedule of fees prepared in accordance with this contract by the Recreation Department.

22. All funds generated at tournaments will, to the extent possible, be earmarked for field maintenance, and/or capital improvements to the same. If any tournament does not involve teams from the **Tyrone Youth Baseball Association**, net proceeds will be equally divided between the Town of Tyrone and the **Tyrone Youth Baseball Association**. **Tyrone residents shall not be charged a parking fee for tournament attendance.**

23. If the **Tyrone Youth Baseball Association** desires to serve food items, the **Tyrone Youth Baseball Association** shall request the Fayette County Health Department to conduct an inspection of the concession stands at the Facility and shall explain the level of food service the **Tyrone Youth Baseball Association** will be requesting. The **Tyrone Youth Baseball Association** shall also provide the Town of Tyrone with documentation, from the Health Department, as to the permit issued.

24. The Town of Tyrone and the **Tyrone Youth Baseball Association** acknowledge that a comprehensive field maintenance program is required to preserve the life of the fields, reduce long-term capital expenditures and ensure safe playing conditions. The Town of Tyrone will provide certain services in accordance with the available budget and human resources. In turn, the **Tyrone Youth Baseball Association** will supplement this maintenance effort either with materials, funding or other available resources at their disposal.

25. Within sixty (60) days prior to the signing of the 2023 agreement, key representatives of the **Tyrone Youth Baseball Association** and the Town of Tyrone will meet to develop a joint maintenance program outlining frequencies, services and which party will perform these functions. The Town of Tyrone and the **Tyrone Youth Baseball Association** will coordinate to ensure compliance with the program.

26. The Town of Tyrone's insurance covers only the Town's buildings and fields. It is the responsibility of the **Tyrone Youth Baseball Association** to insure any contents stored in its concession stands, office and storage buildings.

### **FINANCIAL**

27. The **Tyrone Youth Baseball Association** agrees to an annual flat fee schedule of **\$3,000.00** without revenue collection from the travel teams, or **\$4,000.00** with the revenue collection from the travel teams. 50% of the fee is to be paid prior to the commencement of each season and the remaining 50% to be paid prior to the start of the second season.

28. The following special provisions shall apply to the use of the Facility by the Association:

- (a) The Association will not schedule activities of any kind on October 6, 2023, and October 7, 2023.
- (b) During these same dates, the Town of Tyrone assumes all responsibility for use of the Facility including the use of all restroom facilities except as provided below.
- (c) The Town of Tyrone will not permit the use of, nor assume responsibility, for concession or meeting facilities located in concession buildings by others.

29. Receipts and Disbursements: **Tyrone Youth Baseball Association** shall properly maintain records, receipts and disbursements of all funds for each season completed. The appropriate invoice or documentation shall support all disbursements.

30. Following the conclusion of the season, the entire storage area shall be cleared for the next season. Should any organization choose to sell remaining concession products, this transaction shall take place prior to the beginning of the next season and must be reported with that season’s receipts.

31. The **Tyrone Youth Baseball Association** shall submit back-up documentation based on participant registration numbers. The **Tyrone Youth Baseball Association** shall have all required documentation such as the Association By-Laws, player and coach registrations, field /player insurance, in and out of county player participation numbers and fees, background check forms, and coach NYSCA certification, team rosters, game and practice schedules. Failure to have all documentation submitted to the Town one week prior to opening day of the season will result in LOSS OF USE OF FACILITIES UNTIL IN COMPLIANCE WITH CONTRACT.

32. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, USA, without giving effect to its conflicts of law principles.

33. This Agreement constitutes the entire understanding between the parties with respect to **Tyrone Youth Baseball Association** use of the Facility and supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties, whether written or oral, between the parties with respect to **Tyrone Youth Baseball Association** use of the Facility. No amendment or modification of this Agreement will be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

Signed and agreed upon this \_\_\_\_ day of \_\_\_\_\_, 2023 by:

\_\_\_\_\_  
TYBA, President

\_\_\_\_\_  
Eric Dial, Mayor

**Youth Sports Association Facility Agreement  
Tyrone Lazars Soccer Club  
and  
The Town of Tyrone**

**GENERAL**

1. The **Tyrone Lazars Soccer Club** agrees to provide a **RECREATIONAL** youth sports program as a service for the Town of Tyrone. In return for providing the youth sports program and for fulfilling the other requirements of this Agreement, the Town hereby waives other, usual fees for field usage routinely charged to other non-affiliated organizations.

2. The term of this Agreement will begin **January 1, 2023** and continue through **December 31, 2023**. Should both parties agree, a new agreement, with substantially the same terms and conditions, as this Agreement may be entered into at the conclusion of the term of this Agreement. If either party desires to enter into a new agreement, said party shall provide notice to the other party at least thirty (30) days prior to the termination of this Agreement.

3. The Town agrees to authorize the **Tyrone Lazars Soccer Club** to use the field(s) and facilities on a non-exclusive basis to conduct a soccer program at the following locations: Handley Park Soccer Field hereinafter referred to as the "Facility".

For purposes of this agreement, **Tyrone Lazars Soccer Club** soccer program is designed as a program where all children who register under existing **Tyrone Lazars Soccer Club** guidelines will be able to play on a team that matches their age and ability. This agreement also covers other State of Georgia sponsored youth sports, such as traveling teams, and All Star teams. As such, these programs fall under the same policies of this agreement.

4. The **Tyrone Lazars Soccer Club** must provide, prior to the beginning of its playing season, to the town of Tyrone's Recreation Department the current versions of:

- (a) A current list of Board of Directors and Association Officers, a set of by-laws, with amendments, if applicable
- (b) A current roster of participants, to show how many youths registered, their ages and where they reside i.e. city and county.
- (c) Proof of liability insurance/certificate of insurance coverage insuring **Tyrone Lazars Soccer Club** with The Town of Tyrone named as an additional insured. Coverage should include, at a minimum:
  - I. one million dollars (\$1,000,000) of Commercial General Liability on an occurrence basis with not less than \$1,000 deductible per incident or claim; and
  - II. one hundred thousand dollars (\$100,000) of coverage per participant accident.

5. The **Tyrone Lazars Soccer Club** shall require all coaches, assistant coaches and managers to be certified through the National Youth Sports Coaches Associations (NYSCA), and require all coaches, assistant coaches and managers to have proof of such certification when utilizing the Town of Tyrone facilities in their official capacity. The **Tyrone Lazars Soccer Club** shall also require all coaches, assistant coaches, and managers to comply with the rules and requirements of their governing organizations. The Town of Tyrone Recreation Department may request Proof of NYSCA Certification at any time.

6. The **Tyrone Lazars Soccer Club** will provide the Town of Tyrone Recreation Department with notice and location of all board meetings including called or specially called meetings and copies of minutes of all regular meetings, and all annual or special called meetings of the officers, Board of Directors or general membership within 30 days of each meeting. In addition, the Association shall provide to the Town copies of any newsletters or special correspondence to membership.

7. The **Tyrone Lazars Soccer Club** shall provide to the Town of Tyrone within three (3) calendar days a preliminary written record of any incidents during their activities involving any parent, coach, or official. This shall be followed by written record within three (3) calendar days of resolution of, or action taken by, the **Tyrone Lazars Soccer Club** concerning such incidents.

8. The **Tyrone Lazars Soccer Club** shall put forth reasonable efforts to control the behavior of participants and spectators during each **Tyrone Lazars Soccer Club** event. The **Tyrone Lazars Soccer Club** agrees to exercise reasonable efforts to ensure that the behavior of the coaches, parents, officials, and youth is appropriate, and, to that end, the **Tyrone Lazars Soccer Club** agrees to distribute for each coach and each parent whose child participates in the soccer program a code of ethics for coaches and parents to follow. Additional copies may be posted online or at the recreational fields and facilities for reference.

9. The **Tyrone Lazars Soccer Club** agrees to indemnify and hold harmless the Town of Tyrone from any injuries of any kind to any person or damages to any property which occur while attending or participating in **Tyrone Lazars Soccer Club** activities on the Town's property absent of a clear showing of negligence on the part of the Town.

10. To the extent permitted by law, The Town of Tyrone agrees to indemnify and hold harmless the **Tyrone Lazars Soccer Club** from and against any claim alleging damages which are based upon or attributable to a breach by the Town of any of its obligations set forth in this agreement.

11. The **Tyrone Lazars Soccer Club** IS REQUIRED TO CONDUCT BACKGROUND CHECKS FOR ALL COACHES, ASSISTANT COACHES and MANAGERS INVOLVED WITH THE **Tyrone Lazars Soccer Club**. These background checks must be in accordance with the adopted Background Check Policy set by the Town of Tyrone and facilitated by the Town of Tyrone Recreational Department. The appropriate background check form will be provided to the **Tyrone Lazars Soccer Club** by the Town of Tyrone Recreational Department. Coaches, Assistant Coaches and Managers may return the completed background check form directly to the Town of Tyrone Recreational Department. These background checks must include background information from other states and /or countries, as applicable. Results of these background checks shall be forwarded to the Tyrone Recreation Department after acceptance from the Tyrone Police Department. No background check for any coach, assistant coach or manager shall have aged more than two years. The Town of Tyrone's staff reserves the right to monitor the background checks conducted by the Association. Audits shall be conducted with no advance notice and the Association shall be prepared to produce the requested information or documentation.

## SCHEDULES

12. The **Tyrone Lazars Soccer Club** agrees to provide Tyrone Recreation Department with a written general schedule of games and practice times prior to the first scheduled game or practice. Dual seasons (fall/spring) will require dual schedules. Schedules should list, at a minimum, fields/facility, dates and times. The **Tyrone Lazars Soccer Club** will also provide updates or changes to the original schedule. The **Tyrone Lazars Soccer Club** shall not schedule regular practices or games on any Wednesdays unless prior arrangements have been made between the Association and the Town. The Recreation Department must

review the schedule (which must include all times needed for games, practices and field maintenance) before the **Tyrone Lazars Soccer Club** can use the fields. If the **Tyrone Lazars Soccer Club** opts to schedule, and be responsible for travel teams, the schedules of these teams shall also be submitted to the Recreation Department. Once the Recreation Department has approved the schedule, the **Tyrone Lazars Soccer Club** shall have exclusive use of the fields for all times listed on the approved schedule. The Tyrone Recreation Department shall have a minimum of five work days to review the proposed schedule, but shall not unreasonably withhold approval of the schedule.

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13. The **Tyrone Lazars Soccer Club** agrees to regularly monitor all areas of the Facility being used to ensure that trash and litter are cleaned up after use. A cleanup/damage/security deposit of \$500 will be escrowed prior to the beginning of each season. If cleanup for each event is not completed within twenty-four (24) hours, the Town of Tyrone shall complete the cleanup of the facility and shall invoice the **Tyrone Lazars Soccer Club** for the cost of the cleanup. The cost of the cleanup shall be forty dollars (\$40.00) per hour required by the Town to complete the cleanup. Any unused portion of the security deposit will be credited toward the required deposit for the next season.

14. The **Tyrone Lazars Soccer Club** shall notify the Director of the Tyrone Recreation Department of any damage, vandalism, needed repairs and/or safety issues at the Facility as soon as possible, but not later than the next working day. The Tyrone Recreational Department will determine the cause and cost to repair the Damages and thereby notify the **Tyrone Lazars Soccer Club** of its findings. If any damage is determined to be caused as a result of **Tyrone Lazars Soccer Club** members' negligence or failure to comply with the Town's operational or security measures, the **Tyrone Lazars Soccer Club** shall reimburse the Town of Tyrone for all costs of repair due to this negligence or failure to comply with the Town's operational or security measures. A copy of the operational or security measures policy shall be provided by the Town.

15. The **Tyrone Lazars Soccer Club** is responsible for monitoring the restrooms during its use of the Facility. The **Tyrone Lazars Soccer Club** shall ensure that all restrooms are locked at the conclusion of each usage of the facility.

16. The **Tyrone Lazars Soccer Club** must contact proper enforcement authorities when violations have been noted concerning the use of any tobacco products, alcoholic beverages and/or illegal drugs to be consumed on the grounds of the Facility.

17. All vehicles shall be parked in designated parking spaces, unless specifically authorized by the Recreation Department.

18. The **Tyrone Lazars Soccer Club** shall be responsible for lining their fields for play.

19. The **Tyrone Lazars Soccer Club** shall turn off all lights and lock the designated gates or doors at the conclusion of each night's activities. Any costs incurred as a result of this provision not being followed shall be assessed against the **Tyrone Lazars Soccer Club**.

20. The **Tyrone Lazars Soccer Club** shall not alter, add, delete or improve the Fields/Facility without prior written consent of the Town of Tyrone and the Town shall not unreasonably withhold approval of such Facility improvements to be performed and paid for by the **Tyrone Lazars Soccer Club**.

21. All tournaments and events other than regularly scheduled games shall be approved by the Recreation Department. To host such tournaments or events sponsored by organizations other than the

**Tyrone Lazars Soccer Club**, the **Tyrone Lazars Soccer Club** shall pay to the Town of Tyrone a rental fee that shall be in accordance with a schedule of fees prepared in accordance with this contract by the Recreation Department.

22. All funds generated at tournaments will, to the extent possible, be earmarked for field maintenance, and/or capital improvements to the same. If any tournament does not involve teams from the **Tyrone Lazars Soccer Club**, net proceeds will be equally divided between the Town of Tyrone and the **Tyrone Lazars Soccer Club**. **Tyrone residents shall not be charged a parking fee for tournament attendance.**

23. If the **Tyrone Lazars Soccer Club** desires to serve food items, the **Tyrone Lazars Soccer Club** shall request the Fayette County Health Department to conduct an inspection of the concession stands at the Facility and shall explain the level of food service the **Tyrone Lazars Soccer Club** will be requesting. The **Tyrone Lazars Soccer Club** shall also provide the Town of Tyrone with documentation, from the Health Department, as to the permit issued.

24. The Town of Tyrone and the **Tyrone Lazars Soccer Club** acknowledge that a comprehensive field maintenance program is required to preserve the life of the fields, reduce long-term capital expenditures and ensure safe playing conditions. The Town of Tyrone will provide certain services in accordance with the available budget and human resources. In turn, the **Tyrone Lazars Soccer Club** will supplement this maintenance effort either with materials, funding or other available resources at their disposal.

25. Within sixty (60) days prior to the signing of the 2023 agreement, key representatives of the **Tyrone Lazars Soccer Club** and the Town of Tyrone will meet to develop a joint maintenance program outlining frequencies, services and which party will perform these functions. The Town of Tyrone and the **Tyrone Lazars Soccer Club** will coordinate to ensure compliance with the program.

26. The Town of Tyrone's insurance covers only the Town's buildings and fields. It is the responsibility of the **Tyrone Lazars Soccer Club** to insure any contents stored in its concession stands, office and storage buildings.

### **FINANCIAL**

27. The **Tyrone Lazars Soccer Club** agrees to an annual flat fee schedule of **\$3,000.00** without revenue collection from the travel teams, or **\$4,000.00** with the revenue collection from the travel teams. 50% of the fee is to be paid prior to the commencement of each season and the remaining 50% to be paid prior to the start of the second season.

28. The following special provisions shall apply to the use of the Facility by the Association:

- (a) The Association will not schedule activities of any kind on October 6, 2023, and October 7, 2023.
- (b) During these same dates, the Town of Tyrone assumes all responsibility for use of the Facility including the use of all restroom facilities except as provided below.
- (c) The Town of Tyrone will not permit the use of, nor assume responsibility, for concession or meeting facilities located in concession buildings by others.

29. Receipts and Disbursements: **Tyrone Lazars Soccer Club** shall properly maintain records, receipts and disbursements of all funds for each season completed. The appropriate invoice or documentation shall support all disbursements.

30. Following the conclusion of the season, the entire storage area shall be cleared for the next season.

Should any organization choose to sell remaining concession products, this transaction shall take place prior to the beginning of the next season and must be reported with that season’s receipts.

31. The **Tyrone Lazers Soccer Club** shall submit back-up documentation based on participant registration numbers. The **Tyrone Lazers Soccer Club** shall have all required documentation such as the Association By-Laws, player and coach registrations, field /player insurance, in and out of county player participation numbers and fees, background check forms, and coach NYSCA certification, team rosters, game and practice schedules. Failure to have all documentation submitted to the Town one week prior to opening day of the season will result in LOSS OF USE OF FACILITIES UNTIL IN COMPLIANCE WITH CONTRACT.

32. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, USA, without giving effect to its conflicts of law principles.

33. This Agreement constitutes the entire understanding between the parties with respect to **Tyrone Lazers Soccer Club** use of the Facility and supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties, whether written or oral, between the parties with respect to **Tyrone Lazers Soccer Club** use of the Facility. No amendment or modification of this Agreement will be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

Signed and agreed upon this \_\_\_\_ day of \_\_\_\_\_, 2023 by:

\_\_\_\_\_  
Tyrone Lazers Soccer Club, President

\_\_\_\_\_  
Eric Dial, Mayor



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** March 2, 2023

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

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### STAFF REPORT

#### AGENDA ITEM:

Consideration to Award project number PW-2022-01 Pendleton Trail Culverts Replacement to S H Creel Contracting.

#### BACKGROUND:

The 2017 SPLOST projects included the replacement of 3 corrugated metal pipes near 475 Pendleton Trail. Bids were taken on 2/16/2023. The low bidder was S H Creel Contracting at \$310,074.53. Estimated completion would be Summer 2023. This should allow for the project to be completed prior to the start of the Pendleton Dam project. The low bid is within budget.

#### FUNDING:

2017 SPLOST 321-49-54.1410

#### STAFF RECOMMENDATION:

Staff recommends to Council to Award project number PW-2022-01 Pendleton Trail Culverts Replacement to S H Creel Contracting for the price of \$310,074.53 upon Legal Counsel review and land acquisition.

#### ATTACHMENTS:

Staff recommends to Council to Award project number PW-2022-01 Pendleton Trail Culverts Replacement to S H Creel Contracting for the price of \$310,074.53 upon Legal Counsel review and land acquisition.

#### PREVIOUS DISCUSSIONS:

Click or tap here to enter text.

Bid tabulation for:

**PENDLETON TRAIL CULVERT IMPROVEMENTS  
FOR THE TOWN OF TYRONE, GA**

| BID DATE: FEBRUARY 16, 2023                      |                                                    |               |      | S.H. CREEL CONTRACTING |                        | PIEDMONT PAVING |                        | COMPLETE SITE |                        | TRI SCAPES      |                        |
|--------------------------------------------------|----------------------------------------------------|---------------|------|------------------------|------------------------|-----------------|------------------------|---------------|------------------------|-----------------|------------------------|
| 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 |
| BASE BID                                         |                                                    |               |      |                        |                        |                 |                        |               |                        |                 |                        |
| 1                                                | MOBILIZATION                                       | 1             | LS   | LS                     | \$ 25,000.00           | LS              | \$ 14,593.97           | LS            | \$ 7,000.00            | LS              | \$ 6,000.00            |
| 2                                                | TRAFFIC CONTROL INCLUDING DETOUR                   | 1             | LS   | LS                     | \$ 3,643.75            | LS              | \$ 9,955.08            | LS            | \$ 15,000.00           | LS              | \$ 24,000.00           |
| 3                                                | GRADING, COMPLETE                                  | 1             | LS   | LS                     | \$ 100,350.25          | LS              | \$ 76,320.29           | LS            | \$ 152,650.00          | LS              | \$ 184,225.00          |
| 4                                                | DEMOLITION INCLUDING HAUL OFF AND DISPOSAL         | 1             | LS   | LS                     | \$ 6,363.50            | LS              | \$ 16,703.39           | LS            | \$ 25,000.00           | LS              | \$ 32,032.50           |
| PAVING                                           |                                                    |               |      |                        |                        |                 |                        |               |                        |                 |                        |
| 5                                                | GRADED AGGREGETE BASE (G.A.B.)                     | 100           | TN   | \$ 72.19               | \$ 7,219.00            | \$ 66.14        | \$ 6,614.00            | \$ 55.00      | \$ 5,500.00            | \$ 78.75        | \$ 7,875.00            |
| 6                                                | ASPHALT BINDER- SUPERPAVE 19mm, 220#/SY            | 30            | TN   | \$ 165.00              | \$ 4,950.00            | \$ 182.89       | \$ 5,486.70            | \$ 310.00     | \$ 9,300.00            | \$ 348.00       | \$ 10,440.00           |
| 7                                                | ASPHALT TOPPING- SUPERPAVE 12.5mm, 165#/SY         | 25            | TN   | \$ 165.00              | \$ 4,125.00            | \$ 221.47       | \$ 5,536.75            | \$ 310.00     | \$ 7,750.00            | \$ 360.00       | \$ 9,000.00            |
| 8                                                | STRIPING (EDGE)                                    | 1             | LS   | LS                     | \$ 687.50              | LS              | \$ 440.00              | LS            | \$ 2,500.00            | LS              | \$ 2,280.00            |
| STORM DRAINAGE                                   |                                                    |               |      |                        |                        |                 |                        |               |                        |                 |                        |
| 9                                                | 36" DIA. STORM PIPE, RCP                           | 182           | LF   | \$ 227.83              | \$ 41,465.06           | \$ 465.68       | \$ 84,753.76           | \$ 300.00     | \$ 54,600.00           | \$ 243.75       | \$ 44,362.50           |
| 10                                               | DOUBLE WING CATCH BASIN W/TOP, GaDOT 1033D         | 2             | EA   | \$ 5,452.13            | \$ 10,904.26           | \$ 8,822.81     | \$ 17,645.62           | \$ 4,500.00   | \$ 9,000.00            | \$ 15,750.00    | \$ 31,500.00           |
| 11                                               | 24" CONC ROLLBACK CURB & GUTTER                    | 150           | LF   | \$ 34.38               | \$ 5,157.00            | \$ 27.50        | \$ 4,125.00            | \$ 25.00      | \$ 3,750.00            | \$ 30.94        | \$ 4,641.00            |
| 12a                                              | CAST IN PLACE TRIPLE HEADWALL, W/APRON             | 1             | EA   | \$ 20,339.12           | \$ 20,339.12           | \$ 22,259.82    | \$ 22,259.82           | \$ 35,000.00  | \$ 35,000.00           | \$ 5,456.25     | \$ 5,456.25            |
| 12b                                              | CAST IN PLACE DOUBLE HEADWALL, W/APRON             | 1             | EA   | \$ 10,379.06           | \$ 10,379.06           | \$ 15,320.80    | \$ 15,320.80           | \$ 25,000.00  | \$ 25,000.00           | \$ 4,650.00     | \$ 4,650.00            |
| 12c                                              | CAST IN PLACE SINGLE HEADWALL, W/APRON             | 1             | EA   | \$ 4,645.33            | \$ 4,645.33            | \$ 8,862.70     | \$ 8,862.70            | \$ 12,000.00  | \$ 12,000.00           | \$ 4,031.25     | \$ 4,031.25            |
| GRASSING                                         |                                                    |               |      |                        |                        |                 |                        |               |                        |                 |                        |
| 13                                               | SOD                                                | 3000          | SF   | \$ 2.07                | \$ 6,210.00            | \$ 11.00        | \$ 33,000.00           | \$ 2.00       | \$ 6,000.00            | \$ 0.90         | \$ 2,700.00            |
| 14                                               | TEMPORATY GRASSING, INCLUDING MULCH                | 1             | LS   | LS                     | \$ 687.50              | LS              | \$ 3,025.00            | LS            | \$ 2,500.00            | LS              | \$ 1,800.00            |
| EROSION CONTROL                                  |                                                    |               |      |                        |                        |                 |                        |               |                        |                 |                        |
| 15                                               | SILT FENCE - TYPE C                                | 500           | LF   | \$ 4.82                | \$ 2,410.00            | \$ 6.65         | \$ 3,325.00            | \$ 4.00       | \$ 2,000.00            | \$ 10.80        | \$ 5,400.00            |
| 16                                               | STAKED HAY BALE CHECK DAMS                         | 40            | EA   | \$ 34.38               | \$ 1,375.20            | \$ 217.98       | \$ 8,719.20            | \$ 300.00     | \$ 12,000.00           | \$ 114.00       | \$ 4,560.00            |
| 17                                               | ROCK CHECK DAMS                                    | 10            | EA   | \$ 481.25              | \$ 4,812.50            | \$ 361.30       | \$ 3,613.00            | \$ 200.00     | \$ 2,000.00            | \$ 787.50       | \$ 7,875.00            |
| 18                                               | MULCH MAT                                          | 700           | SY   | \$ 2.07                | \$ 1,449.00            | \$ 6.35         | \$ 4,445.00            | \$ 1.50       | \$ 1,050.00            | \$ 1.68         | \$ 1,176.00            |
| 19                                               | INLET SEDIMENT TRAP                                | 2             | EA   | \$ 343.75              | \$ 687.50              | \$ 452.81       | \$ 905.62              | \$ 200.00     | \$ 400.00              | \$ 204.00       | \$ 408.00              |
| 20                                               | SILT CURTAIN IN CREEK                              | 1             | LS   | LS                     | \$ 2,062.50            | LS              | \$ 1,221.71            | LS            | \$ 500.00              | LS              | \$ 2,400.00            |
| 21                                               | RIP RAP- TYPE I, INCLUDING FILTER FABRIC BENEATH   | 50            | TN   | \$ 95.64               | \$ 4,782.00            | \$ 110.28       | \$ 5,514.00            | \$ 75.00      | \$ 3,750.00            | \$ 121.88       | \$ 6,094.00            |
| 22                                               | RIP RAP- TYPE III, INCLUDING FILTER FABRIC BENEATH | 50            | TN   | \$ 72.83               | \$ 3,641.50            | \$ 61.75        | \$ 3,087.50            | \$ 95.00      | \$ 4,750.00            | \$ 88.13        | \$ 4,406.50            |
| 23                                               | CONSTRUCTION ENTRANCES                             | 1             | LS   | LS                     | \$ 2,475.00            | LS              | \$ 2,018.75            | LS            | \$ 4,500.00            | LS              | \$ 2,916.00            |
| MISCELLANEOUS SITEWORK                           |                                                    |               |      |                        |                        |                 |                        |               |                        |                 |                        |
| 24                                               | UNSUITABLE MATERIALS                               | 500           | CY   | \$ 20.63               | \$ 10,315.00           | \$ 32.76        | \$ 16,380.00           | \$ 35.00      | \$ 17,500.00           | \$ 60.00        | \$ 30,000.00           |
| 25                                               | STABILIZATION STONE                                | 100           | TN   | \$ 68.75               | \$ 6,875.00            | \$ 50.44        | \$ 5,044.00            | \$ 45.00      | \$ 4,500.00            | \$ 69.38        | \$ 6,938.00            |
| 26                                               | SEDIMENT REMOVAL FROM CREEK                        | 100           | CY   | \$ 20.63               | \$ 2,063.00            | \$ 71.71        | \$ 7,171.00            | \$ 95.00      | \$ 9,500.00            | \$ 131.25       | \$ 13,125.00           |
| 27                                               | ALLOWANCE PER SPECIAL CONDITIONS                   | 1             | LS   | LS                     | \$ 15,000.00           | LS              | \$ 15,000.00           | LS            | \$ 15,000.00           | LS              | \$ 15,000.00           |
| TOTAL BASE BID                                   |                                                    |               |      | \$ 310,074.53          |                        | \$ 401,087.66   |                        | \$ 450,000.00 |                        | \$ 475,292.00 * |                        |
| (*) Corrected for math error(Sum Total)          |                                                    |               |      |                        |                        |                 |                        |               |                        |                 |                        |
| (**) Revised Bid Form Per Addendum No.1 Not Used |                                                    |               |      |                        |                        |                 |                        |               |                        |                 |                        |

| Bid tabulation for:<br><b>PENDLETON TRAIL CULVERT IMPROVEMENTS<br/>FOR THE TOWN OF TYRONE, GA</b> |                                                    |                  |             |               |                           |                  |                           |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------|------------------|-------------|---------------|---------------------------|------------------|---------------------------|
| BID DATE: FEBRUARY 16, 2023                                                                       |                                                    |                  | HELIX GROUP |               |                           | CRAWFORD GRADING |                           |
| ITEM #                                                                                            | ITEM DESCRIPTION                                   | EST.<br>QUANTITY | UNIT        | UNIT<br>PRICE | CALCULATED<br>TOTAL PRICE | UNIT<br>PRICE    | CALCULATED<br>TOTAL PRICE |
| <b>BASE BID</b>                                                                                   |                                                    |                  |             |               |                           |                  |                           |
| 1                                                                                                 | MOBILIZATION                                       | 1                | LS          | LS            | \$ 53,306.36              | LS               | \$ 25,000.00              |
| 2                                                                                                 | TRAFFIC CONTROL INCLUDING DETOUR                   | 1                | LS          | LS            | \$ 31,386.75              | LS               | \$ 12,000.00              |
| 3                                                                                                 | GRADING, COMPLETE                                  | 1                | LS          | LS            | \$ 78,076.30              | LS               | \$ 17,500.00              |
| 4                                                                                                 | DEMOLITION INCLUDING HAUL OFF AND DISPOSAL         | 1                | LS          | LS            | \$ 35,396.45              | LS               | \$ 17,900.00              |
| <b>PAVING</b>                                                                                     |                                                    |                  |             |               |                           |                  |                           |
| 5                                                                                                 | GRADED AGGREGATE BASE (G.A.B.)                     | 100              | TN          | \$ 84.24      | \$ 8,424.00               | \$ 65.00         | \$ 6,500.00               |
| 6                                                                                                 | ASPHALT BINDER- SUPERPAVE 19mm, 220#/SY            | 30               | TN          | \$ 244.82     | \$ 7,344.60               | \$ 600.00        | \$ 18,000.00              |
| 7                                                                                                 | ASPHALT TOPPING- SUPERPAVE 12.5mm, 165#/SY         | 25               | TN          | \$ 270.18     | \$ 6,754.50               | \$ 600.00        | \$ 15,000.00              |
| 8                                                                                                 | STRIPING (EDGE)                                    | 1                | LS          | LS            | \$ 6,277.35               | LS               | \$ 5,000.00               |
| <b>STORM DRAINAGE</b>                                                                             |                                                    |                  |             |               |                           |                  |                           |
| 9                                                                                                 | 36" DIA. STORM PIPE, RCP                           | 182              | LF          | \$ 408.28     | \$ 74,306.96              | \$ 915.00        | \$ 166,530.00             |
| 10                                                                                                | DOUBLE WING CATCH BASIN W/TOP, GaDOT 1033D         | 2                | EA          | \$ 8,836.11   | \$ 17,672.22              | \$ 5,925.00      | \$ 11,850.00              |
| 11                                                                                                | 24" CONC ROLLBACK CURB & GUTTER                    | 150              | LF          | \$ 65.28      | \$ 9,792.00               | \$ 61.00         | \$ 9,150.00               |
| 12a                                                                                               | CAST IN PLACE TRIPLE HEADWALL, W/APRON             | 1                | EA          | \$ 24,495.81  | \$ 24,495.81              | \$ 24,500.00     | \$ 49,000.00 **           |
| 12b                                                                                               | CAST IN PLACE DOUBLE HEADWALL, W/APRON             | 1                | EA          | \$ 14,700.15  | \$ 14,700.15              |                  | **                        |
| 12c                                                                                               | CAST IN PLACE SINGLE HEADWALL, W/APRON             | 1                | EA          | \$ 3,085.23   | \$ 3,085.23               |                  | \$ - **                   |
| <b>GRASSING</b>                                                                                   |                                                    |                  |             |               |                           |                  |                           |
| 13                                                                                                | SOD                                                | 3000             | SF          | \$ 2.01       | \$ 6,030.00               | \$ 5.00          | \$ 15,000.00              |
| 14                                                                                                | TEMPORARY GRASSING, INCLUDING MULCH                | 1                | LS          | LS            | \$ 1,629.60               | LS               | \$ 2,500.00               |
| <b>EROSION CONTROL</b>                                                                            |                                                    |                  |             |               |                           |                  |                           |
| 15                                                                                                | SILT FENCE - TYPE C                                | 500              | LF          | \$ 4.58       | \$ 2,290.00               | \$ 9.00          | \$ 4,500.00               |
| 16                                                                                                | STAKED HAY BALE CHECK DAMS                         | 40               | EA          | \$ 345.25     | \$ 13,810.00              | \$ 38.00         | \$ 1,520.00               |
| 17                                                                                                | ROCK CHECK DAMS                                    | 10               | EA          | \$ 611.96     | \$ 6,119.60               | \$ 1,350.00      | \$ 13,500.00              |
| 18                                                                                                | MULCH MAT                                          | 700              | SY          | \$ 1.69       | \$ 1,183.00               | \$ 10.00         | \$ 7,000.00               |
| 19                                                                                                | INLET SEDIMENT TRAP                                | 2                | EA          | \$ 338.98     | \$ 677.96                 | \$ 1,500.00      | \$ 3,000.00               |
| 20                                                                                                | SILT CURTAIN IN CREEK                              | 1                | LS          | LS            | \$ 1,333.93               | LS               | \$ 20,000.00              |
| 21                                                                                                | RIP RAP- TYPE I, INCLUDING FILTER FABRIC BENEATH   | 50               | TN          | \$ 103.04     | \$ 5,152.00               | \$ 125.00        | \$ 6,250.00               |
| 22                                                                                                | RIP RAP- TYPE III, INCLUDING FILTER FABRIC BENEATH | 50               | TN          | \$ 130.06     | \$ 6,503.00               | \$ 110.00        | \$ 5,500.00               |
| 23                                                                                                | CONSTRUCTION ENTRANCES                             | 1                | LS          | LS            | \$ 2,613.43               | LS               | \$ 5,000.00               |
| <b>MISCELLANEOUS SITEWORK</b>                                                                     |                                                    |                  |             |               |                           |                  |                           |
| 24                                                                                                | UNSUITABLE MATERIALS                               | 500              | CY          | \$ 66.26      | \$ 33,130.00              | \$ 60.00         | \$ 30,000.00              |
| 25                                                                                                | STABILIZATION STONE                                | 100              | TN          | \$ 82.47      | \$ 8,247.00               | \$ 70.00         | \$ 7,000.00               |
| 26                                                                                                | SEDIMENT REMOVAL FROM CREEK                        | 100              | CY          | \$ 178.23     | \$ 17,823.00              | \$ 65.00         | \$ 6,500.00               |
| 27                                                                                                | ALLOWANCE PER SPECIAL CONDITIONS                   | 1                | LS          | LS            | \$ 15,000.00              | LS               | \$ 15,000.00              |
| <b>TOTAL BASE BID</b>                                                                             |                                                    |                  |             | \$            | <b>492,561.20</b>         | \$               | <b>495,700.00 **</b>      |
| (*) Corrected for math error(Sum Total)                                                           |                                                    |                  |             |               |                           |                  |                           |
| (**) Revised Bid Form Per Addendum No.1 Not Used                                                  |                                                    |                  |             |               |                           |                  |                           |

LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

Section X, Item 4.

PATRICK J. FOX  
PHILIP P. GRANT  
DENNIS A. DAVENPORT  
PATRICK A. STOUGH  
MEREDITH F. MCCLURE  
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
(770) 461-5863

March 2, 2023

Mr. Eric Dial, Mayor  
Town of Tyrone  
950 Senoia Road  
Tyrone, Georgia 30290

Re: Disclosure of possible conflict of interests

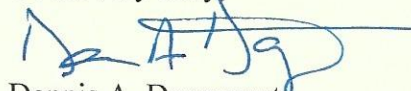
Dear Mayor Dial:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to an agreement for the County to provide road design and resurfacing services for the Town ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town, and extends its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the Town on the issue. Information that is reasonably sufficient to permit the Town to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the Town has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the Town to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgement of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport  
Town Attorney

Enclosure

Acknowledgment of Disclosure and Confirmation of Informed Consent  
Road Design and Resurfacing Services

On behalf of the Town, please sign below to indicate confirmation of the Firm’s disclosure of a possible conflict of interest and discussions with the Town regarding same. This acknowledgment will serve to demonstrate the consent of the Town to the Firm’s representation in this Agreement. We are also asking the County to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm’s representation as to this Agreement.

The Town hereby acknowledges the receipt of this disclosure and confirms its informed consent to the continued representation concerning this Agreement by the Firm by signing below.

This \_\_\_\_ day of \_\_\_\_\_, 2023.

MAYOR AND COUNCIL FOR  
THE TOWN OF TYRONE

(SEAL)

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

ATTEST:

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

Approved as to form:

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



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** March 2, 2023

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

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### STAFF REPORT

#### AGENDA ITEM:

Consideration to enter into an Intergovernmental Agreement (IGA) with Fayette County for the Town's Dogwood Trail paving project that is part of the County Project FA-1006.

#### BACKGROUND:

Fayette County applied and awarded funding for Fayette County Project FA-1006 through the Surface Transportation Block Grant Program by ARC and GDOT. County Project FA-1006 included a portion of the Town of Tyrone's Dogwood Trail (Farr Rd to Senoia Rd - 1.1 miles). This section of Dogwood Trail was eligible for inclusion because it met the GDOT Functional Classification (minor collector) and had pavement condition indexes ranging from 28 to 64 and averaging 55. In FY 21, preconstruction engineering (PE) funding was authorized, and construction (CST) funding is anticipated in FY 24 and beyond. The Town has established scope of work along with preconstruction engineering and construction cost estimates. The Federal Aid grant pays 80% of the eligible costs. The Town will have to pay 20% for the PE and CST cost covered by Federal Aid, and 100% of cost not covered by Federal Aid. In Exhibit A, the anticipated cost are shown Dogwood Trail along with the anticipated Federal Aid and Local Match.

#### FUNDING:

General Funds

#### STAFF RECOMMENDATION:

Staff recommends to Council to enter into the Intergovernmental Agreement with Fayette County for County Project FA-1006 that includes Dogwood Trail as depicted in Exhibit A.

#### ATTACHMENTS:

IGA

#### PREVIOUS DISCUSSIONS:

Click or tap here to enter text.

STATE OF GEORGIA

COUNTY OF FAYETTE

ROAD DESIGN AND RESURFACING AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council (“PEACHTREE CITY”), the CITY OF FAYETTEVILLE, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council (“FAYETTEVILLE”), the TOWN OF TYRONE, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council (“TYRONE”), and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (“FAYETTE COUNTY”), to provide for certain road design and resurfacing within the corporate limits of PEACHTREE CITY, FAYETTEVILLE, TYRONE, and unincorporated FAYETTE COUNTY, sometimes collectively referred to as the “LOCAL GOVERNMENTS” (the “AGREEMENT”).

W I T N E S S E T H:

WHEREAS, local roads are an essential part of a community’s infrastructure system providing access to both local properties and regional thoroughfares; and

WHEREAS, the cost to maintain local roads is a significant burden to local governments; and

WHEREAS, State and Federal grant programs for infrastructure maintenance are available and are more successfully obtained by those localities wherein cooperation among the

local governments and agencies can be found; and

WHEREAS, FAYETTE COUNTY has applied for, and has been awarded, funding for Resurfacing Project FA-1006 through the Surface Transportation Block Grant Program by the Atlanta Regional Commission (“ARC”) and the Georgia Department of Transportation (“GDOT”) for 12.68 centerline miles of roads (the “PROJECT”); and

WHEREAS, the LOCAL GOVERNMENTS have each selected roads to include in the PROJECT based on GDOT Functional Classification and pavement evaluations; and

WHEREAS, preconstruction engineering (“PE”) funding for the PROJECT was authorized in Fiscal Year 2021; and

WHEREAS, construction (“CST”) funding for the PROJECT is anticipated in Fiscal Year 2024 or beyond; and

WHEREAS, the LOCAL GOVERNMENTS have established the scope of work and associated PE and CST cost estimates for the PROJECT; and

WHEREAS, the LOCAL GOVERNMENTS shall pay twenty percent (20%) of PE and CST, and one hundred percent (100%) of all costs not covered by Federal Aid; and

WHEREAS, FAYETTE COUNTY shall procure consultants and contractors in accordance with GDOT’s Plan Development Process for the PE and CST phases; and

WHEREAS, no right-of-way acquisition nor utility relocation is required for the PROJECT; and

WHEREAS, FAYETTE COUNTY is the sponsor for the PROJECT and the PROJECT shall be locally let by FAYETTE COUNTY for CST.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by the LOCAL GOVERNMENTS, the LOCAL GOVERNMENTS do hereby agree as follows:

1.

DISTRIBUTION OF COSTS

A. PE SERVICES.

FAYETTE COUNTY shall seek Federal Aid for work associated with PE. The estimated costs for PE services are provided in Exhibit “A” attached hereto, and by this reference incorporated herein. The actual costs for PE services common to all roads that are to be addressed under the terms of this AGREEMENT (“PROJECT ROADS”) as named in Exhibit “A,” shall be determined by allocating the pro-rata share of these costs based upon the number of centerline miles of PROJECT ROADS located within the LOCAL GOVERNMENTS. LOCAL GOVERNMENTS shall be one hundred percent (100%) responsible for PE services expended for a PROJECT ROAD within its respective boundaries beyond that covered by Federal Aid.

B. CONSTRUCTION ENGINEERING AND INSPECTION (“CEI”) SERVICES.

FAYETTE COUNTY shall seek Federal Aid for CEI services. The estimated costs for CEI services are provided in Exhibit “A.” The actual costs for CEI services will be tracked and invoiced on a per-PROJECT ROAD basis. LOCAL GOVERNMENTS shall be one hundred percent (100%) responsible for CEI services expended for a PROJECT ROAD within its respective boundaries beyond that covered by Federal Aid.

C. STATE OVERSIGHT SERVICES.

GDOT may require reimbursement for the costs associated with State oversight during CST as shown in Exhibit “A.” Should such reimbursement be necessary, the actual fees expended by the LOCAL GOVERNMENTS to cover these costs shall be determined by allocating the pro-rata share

of these costs based upon the number of centerline miles of PROJECT ROADS located within the LOCAL GOVERNMENTS.

D. CST COSTS.

- i. Federal Aid shall be used to fund up to eighty percent (80%) of the CST of the PROJECT ROADS. The remaining cost of the PROJECT ROADS, twenty percent (20%), plus one hundred percent (100%) of any costs in excess of the maximum Federal Aid expenditure, shall be paid by the municipality or County in which the PROJECT ROAD lies. All Federal Aid shall be distributed for PROJECT ROADS among the LOCAL GOVERNMENTS according to the cost estimates listed in Exhibit "A."
- ii. All CST costs shall be tracked and invoiced based upon the PROJECT ROAD.

2.

SCOPE OF AGREEMENT

- A. The limits and scope of the work anticipated by the terms of this AGREEMENT shall not be increased or expanded.
- B. FAYETTE COUNTY shall advertise for bids, award the CST contract, and administer the contracts for the implementation of the PROJECT. The PROJECT shall be administered and delivered following the GDOT Plan Development Process.
- C. The LOCAL GOVERNMENTS shall be individually responsible for the following activities for or within the limits of its own boundaries:
  - i. Execution of contracts, agreements and related documents required for the PROJECT;
  - ii. Preparation of and/or approval of road logs;
  - iii. Providing Right-of-Way certification;

- iv. Providing Material Quality Assurance Forms;
  - v. Providing ADA compliance letters;
  - vi. Designating areas and quantities for patching and milling;
  - vii. Providing notification to their citizens;
  - viii. Serving as “Owner” for work within their jurisdiction; and
  - ix. Performing the final inspection and acceptance of the work.
- D. The LOCAL GOVERNMENTS agree that the selected contractor shall be responsible for all CST activities, including, but not limited to, the following:
- i. Traffic control;
  - ii. Patching and/or Full Depth Reclamation (“FDR”);
  - iii. Single surface treatment;
  - iv. Milling – variable depth;
  - v. Tack (bituminous);
  - vi. Paving (9.5 mm Type 2 or other);
  - vii. Hauling;
  - viii. Temporary striping;
  - ix. Thermoplastic Striping & Reflective Pavement Markings (“RPMs”);
  - x. Grading (shoulder filling); and
  - xi. Permanent stabilization (grassing, fertilization, matting, mulch, etc.).
- E. FAYETTE COUNTY’s PROJECT manager shall work in conjunction with the PROJECT Engineering to ensure all PE requirements are identified and completed in a timely manner. This may include written and verbal communication with each municipality; GDOT; and/or ARC.

3.

DISTRIBUTION OF EXCESS FUNDS

The LOCAL GOVERNMENTS shall be responsible for a minimum of twenty percent (20%) of the PROJECT cost for the PROJECT ROADS within their boundaries. Any funding remaining from the design and resurfacing of any PROJECT ROAD shall be used by the municipality or County within which the aforementioned PROJECT ROAD lies. Any funding remaining from the design and resurfacing of all PROJECT ROADS within a municipality or County shall be allocated on a pro-rata basis in the same manner that the original Federal Aid was allocated among the remaining LOCAL GOVERNMENTS who require additional funding for their PROJECT ROADS.

4.

CONSULTING FEES

Consulting fees will be charged on a time and material basis. These fees may include, but are not limited to:

- A. Completion of PE activities;
- B. Development of Bid Package and Specifications;
- C. Bidding assistance;
- D. CST management; and
- E. CEI services.

5.

COST ESTIMATES

The fees in Exhibit “A” are estimates of the PROJECT costs. Actual costs/fees may be more or less than shown therein.

6.

TITLE

A. The LOCAL GOVERNMENTS agree that the PROJECT ROADS are part of the road systems of the LOCAL GOVERNMENTS and are completely and solely within the jurisdiction and control of the municipality or County identified in Exhibit “A.” The resurfacing of the PROJECT ROADS within the LOCAL GOVERNMENTS is at the direction of the municipality or County where the PROJECT ROAD lies. No municipality or County assumes any interest in the title of any portion of any PROJECT ROAD which lies in another municipality or County. Under no circumstances shall any portion of any PROJECT ROAD within the municipalities be deemed a FAYETTE COUNTY road, or vice versa.

B. The LOCAL GOVERNMENTS warrant that they own or have rights to resurface the portions of the PROJECT ROADS within the boundaries of the LOCAL GOVERNMENTS and further warrant that the performance of work on portions of the PROJECT ROADS within the LOCAL GOVERNMENTS will not violate any restrictions, covenants, local or state law.

7.

INVOICING

All invoices received by FAYETTE COUNTY from the Contractor will be forwarded to the municipality for which the invoice was generated (either PE or CST). Any invoices FAYETTE COUNTY receives from the State for State Oversight, if any, will also be forwarded to the municipality for which the invoice was generated. Each municipality shall submit payment within thirty (30) days of receipt of the invoice from FAYETTE COUNTY.

8.

To the fullest extent permitted by law, PEACHTREE CITY, FAYETTEVILLE, and/or

TYRONE agree to and hereby does defend, hold harmless and indemnify FAYETTE COUNTY and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney’s fees incurred or suffered by FAYETTE COUNTY that arise out of, or result from, the performance of the resurfacing on that portion of any PROJECT ROAD identified in Exhibit “A,” which are not incurred or suffered due to the negligence of FAYETTE COUNTY.

To the fullest extent permitted by law, FAYETTE COUNTY agrees to and hereby does defend, hold harmless and indemnify PEACHTREE CITY, FAYETTEVILLE, and/or TYRONE and their officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney’s fees incurred or suffered by PEACHTREE CITY, FAYETTEVILLE, and/or TYRONE that arise out of, or result from, the performance of the resurfacing on that portion of any PROJECT ROAD identified in Exhibit “A,” which are not incurred or suffered due to the negligence of PEACHTREE CITY, FAYETTEVILLE, and/or TYRONE.

9.

CONFLICT BETWEEN TERMS

Any additional terms and conditions which may exist between the LOCAL GOVERNMENTS may be found on Exhibit “A.” To the extent that there may exist a conflict between the terms and conditions in this AGREEMENT and the terms and conditions in Exhibit “A,” the LOCAL GOVERNMENTS agree that the terms and conditions in Exhibit “A” supersede any terms and conditions within this AGREEMENT.

10.

ENTIRE AGREEMENT

This AGREEMENT is a full and complete statement of the agreement of the LOCAL GOVERNMENTS as to the subject matter hereof and has been authorized by proper action of the LOCAL GOVERNMENTS.

11.

Should any provision of this AGREEMENT or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this AGREEMENT or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this AGREEMENT shall be valid and enforceable to the full extent permitted by law.

12.

CHOICE OF LAWS

This AGREEMENT shall be construed, controlled, and enforced in accordance with the laws of the State of Georgia. Any and all disputes arising out of or in any way related to this AGREEMENT shall be submitted to the State or Superior Court of Fayette County, Georgia, and the LOCAL GOVERNMENTS expressly consent to the venue and jurisdiction therein.

IN WITNESS WHEREOF, the LOCAL GOVERNMENTS herein have set their hands and seals on the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

Attest:

Tameca P. White, County Clerk

Approved as to form:

County Attorney

(SEAL)

Attest:

Yasmin Julio, City Clerk

Approved as to form:

City Attorney

(SEAL)

Attest:

Valerie Glass, City Clerk

Approved as to form:

City Attorney

(SEAL)

Attest:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney

By: LEE HEARN, Chairman

CITY OF PEACHTREE CITY

By: KIM LEARNARD, Mayor

CITY OF FAYETTEVILLE

By: EDWARD JOHNSON, Mayor

TOWN OF TYRONE

By: ERIC DIAL, Mayor

EXHIBIT "A"

PROJECT LIST

FAYETTE COUNTY

85 Connector from SR 85 to Woods Road

|                |                      |
|----------------|----------------------|
| Miles – 3.60   |                      |
| PE:            | \$ 48,836.19         |
| GDOT:          | \$ 1,419.56          |
| Construction:  | \$1,522,004.84       |
| Inspections:   | \$ 80,182.80         |
| Federal Share: | \$1,321,954.71       |
| Local Match:   | <u>\$ 330,488.68</u> |
| Total:         | \$1,652,443.39       |

New Hope Road from SR 92 to City Limit

|                |                      |
|----------------|----------------------|
| Miles – 3.40   |                      |
| PE:            | \$ 46,123.07         |
| GDOT:          | \$ 1,340.69          |
| Construction:  | \$1,374,521.67       |
| Inspections:   | \$ 75,728.20         |
| Federal Share: | \$1,198,170.91       |
| Local Match:   | <u>\$ 299,542.73</u> |
| Total:         | \$1,497,713.64       |

Banks Road from City Limit to SR 54

|                |                      |
|----------------|----------------------|
| Miles – 1.58   |                      |
| PE:            | \$ 21,433.66         |
| GDOT:          | \$ 623.03            |
| Construction:  | \$ 692,460.36        |
| Inspections:   | \$ 35,191.34         |
| Federal Share: | \$ 599,766.71        |
| Local Match:   | <u>\$ 149,941.68</u> |
| Total:         | \$ 749,708.38        |

FAYETTEVILLE

Banks Road from SR 85 to County Line

|               |                |                     |
|---------------|----------------|---------------------|
| Miles – 0.16  |                |                     |
| PE:           | \$             | 2,170.50            |
| GDOT:         | \$             | 63.09               |
| Construction: | \$             | 185,136.69          |
| Inspections:  | \$             | 3,563.68            |
|               | Federal Share: | \$ 152,747.17       |
|               | Local Match:   | <u>\$ 38,186.79</u> |
|               | Total:         | \$ 190,933.96       |

PEACHTREE CITY

Huddleston Road from SR 54 to Dividend Drive

|               |                |                      |
|---------------|----------------|----------------------|
| Miles – 0.74  |                |                      |
| PE:           | \$             | 10,038.55            |
| GDOT:         | \$             | 291.80               |
| Construction: | \$             | 616,896.50           |
| Inspections:  | \$             | 16,482.02            |
|               | Federal Share: | \$ 514,967.09        |
|               | Local Match:   | <u>\$ 128,741.77</u> |
|               | Total:         | \$ 643,708.87        |

Kelly Drive from SR 74 to Planterra Way

|               |                |                      |
|---------------|----------------|----------------------|
| Miles – 0.61  |                |                      |
| PE:           | \$             | 37,157.34            |
| GDOT:         | \$             | 240.54               |
| Construction: | \$             | 507,859.00           |
| Inspections:  | \$             | 13,586.53            |
|               | Federal Share: | \$ 447,074.73        |
|               | Local Match:   | <u>\$ 111,768.68</u> |
|               | Total:         | \$ 558,843.41        |

McIntosh Trail from Peachtree Parkway to Robinson Road

|               |                |                      |
|---------------|----------------|----------------------|
| Miles – 0.96  |                |                      |
| PE:           | \$             | 13,022.98            |
| GDOT:         | \$             | 378.55               |
| Construction: | \$             | 712,147.70           |
| Inspections:  | \$             | 21,382.08            |
|               | Federal Share: | \$ 597,545.05        |
|               | Local Match:   | <u>\$ 149,386.26</u> |
|               | Total:         | \$ 746,931.31        |

Ebenezer Road from Robinson Road to City Limit

|               |                |                     |
|---------------|----------------|---------------------|
| Miles – 0.53  |                |                     |
| PE:           | \$             | 7,189.77            |
| GDOT:         | \$             | 208.99              |
| Construction: | \$             | 464,898.50          |
| Inspections:  | \$             | 11,804.69           |
|               | Federal Share: | \$ 387,281.56       |
|               | Local Match:   | <u>\$ 96,820.39</u> |
|               | Total:         | \$ 484,101.95       |

TYRONE

Dogwood Trail from Senoia Road to Farr Road

|               |                |                      |
|---------------|----------------|----------------------|
| Miles – 1.10  |                |                      |
| PE:           | \$             | 37,663.15            |
| GDOT:         | \$             | 433.75               |
| Construction: | \$             | 627,000.00           |
| Inspections:  | \$             | 24,500.30            |
|               | Federal Share: | \$ 551,677.76        |
|               | Local Match:   | <u>\$ 137,919.44</u> |
|               | Total:         | \$ 689,597.20        |

TOTALS

|               |                |                       |
|---------------|----------------|-----------------------|
| Miles – 12.68 |                |                       |
| PE:           | \$             | 223,635.22            |
| GDOT:         | \$             | 5,000.00              |
| Construction: | \$             | 6,702,925.26          |
| Inspections:  | \$             | 282,421.64            |
|               | Federal Share: | \$5,771,185.69        |
|               | Local Match:   | <u>\$1,442,796.42</u> |
|               | Total:         | \$7,213,982.12        |