



TOWN COUNCIL MEETING - REVISED

February 06, 2025 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1

Dia Hunter, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

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

- [1.](#) Approval of the January 16, 2025, Council Minutes.
- [2.](#) Approval of Dogwood Church, Inc.'s Stormwater Management Operations and Maintenance Agreement (for Dogwood Church's Expansion Project) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.
- [3.](#) Approval of Triax Investment, Inc.'s Stormwater Management Operations and Maintenance Agreement located at 430 Senoia Road with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.

VII. PRESENTATIONS

- [4.](#) Recognition of Bridget Smith's 5 years of Service to the Town. - **Brandon Perkins, Town Manager**
- [5.](#) Audited financial report presentation from Rushton and Company for the fiscal year ending June 30, 2024.

VIII. PUBLIC HEARINGS

6. Consideration of a Text Amendment from Applicant Brandon Bowen to Section 113-155, Exceptions to Development Standards. **Phillip Trocquet, Community Development**

IX. OLD BUSINESS

X. NEW BUSINESS

7. Consideration to Award the Joel Cowan Parkway Gateway Planting project PW-2024-24 to the Aabby Group in the amount of \$68,960.61. **Scott Langford, Town Engineer/Public Works Director.**

8. Consideration to adopt a Town Charter Amendment of Chapter 2, Article II regarding Quorum and Voting.

9. Consideration to Award the Palmetto Road at Arrowood / Spencer Lane Roundabout PW-2021-13-04 to Southeastern Site Development, Incorporated in the amount of \$2,314,796.71 - **Scott Langford, Town Engineer and 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
January 16, 2025 at 7:00 PM**

Eric Dial, Mayor
Gloria Furr, Mayor Pro Tem, Post 4

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

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

Also present:
Van Brock, Police Major
Randy Mundy, Police Chief
Eric DeLoose, Lieutenant
Philip Nelson, Lieutenant
Charles Clark, Corporal
Tony Koranda, Corporal
Andrea Johnson, Detective
Cayla Banks, Certification Manager
Doug Morris, Officer
Jacob Hale, Officer
Kyle Johns, Officer
Planning Commissioners, Terry Noble and Jeff Duncan
Sandy Beach, Finance Manager
April Spradlin, Court Clerk
Lindsey King, Assistant Court Clerk

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. PUBLIC COMMENTS:** *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*
- V. APPROVAL OF AGENDA**

A motion was made to approve the agenda with the removal of item number six from consent for discussion.

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

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

1. Approval of minutes from December 19, 2024.
2. Approval for the Police Department to surplus eight patrol vehicles, with corrected vehicle identifiers, and to donate them to the Fayette County Police Academy to be used for training.
3. Approval to re-appoint Mr. David Nebergall to Planning Commission Post 1.
4. Approval to re-appoint Mr. Jeff Duncan to Planning Commission Post 3.
5. Approval to re-appoint Mr. Terry Noble to Planning Commission Post 5.

A motion was made to approve the consent agenda with the change.

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

Mayor Dial administered Commissioner's Noble and Duncan's oaths.

6. Approval of a site location and design option "A" for the Shamrock Park Pavillion project as presented by project architects, Context Design & Veridian Studios.

Council Member Campbell asked for clarification on the scope of the project. Mr. Trocquet shared that the scope included electricity, water, sound, and video. Tonight's vote was only for the site and design. Council Member Campbell shared that he was still not in favor of the location of the stage.

A motion was made to approve design Option A and the location as presented for the stage.

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

VII. PRESENTATIONS

7. Recognition of Major Van Brock's 40 Years of Service to the Town. Brandon Perkins, Town Manager

Many were in attendance for the recognition of Major Van Brock. Mr. Perkins recognized him for his 40 years of service. He stated that it was an honor to recognize a very rare 40-year tenure. He added that Major Brock was constant, loyal and a good friend. Chief Mundy shared that for the six years he had worked with Major Brock you could count on him 10 out of 10 times, he appreciated his friendship.

8. Presentation from TSW Planning on the 2024 Streetscape & Mobility LCI (Livable Centers Initiative) project. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet introduced David Argo, a Landscape Architect from TSW. He gave an overview of the streetscape and intersection improvements of several downtown intersections and crossings. Mr. Trocquet shared that the Town could apply for grant dollars because of the study. Council Member Campbell inquired about the need for golf carts due to the reduced speeds. Mr. Trocquet stated that the paths were also for cyclists and pedestrians. Council Member Hunter inquired about long-term maintenance. Mr. Argo shared that he could include more information in the final report. Mayor Dial liked the aesthetics but warned about the recent City of Milton lawsuit.

VIII. PUBLIC HEARINGS

9. Consideration to approve a Capital Improvements Element and Short-Term Work Program transmittal resolution to the Atlanta Regional Commission and the Georgia Department of Community Affairs. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet explained that every year the County updated the CIE and Short-Term Work Program as part of the Towns Comprehensive Plan. The Town collects fire impact fees on behalf of the county. This was a routine transmittal resolution.

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

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

A motion was made to approve the Capital Improvements Element and Short-Term Work Program resolution for the Fiscal Year term for 2025-2029 to the Atlanta Regional Commission and the Georgia Department of Community Affairs.

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

IX. OLD BUSINESS

X. NEW BUSINESS

10. Consideration of adopting a Resolution establishing the date for the Town's municipal election and to establish qualifying dates and fees. Dee Baker, Town Clerk

Ms. Baker shared that 2025 was an election year for Council Posts 3 and 4, the resolution established the qualifying dates and fees. Qualifying would begin at 8:30 a.m. on August 18th and end on August 20th at 4:30 p.m. The cost was \$216. The election will be on Tuesday, November 4th.

A motion was made to approve the resolution establishing the date for the Town's municipal election and to establish qualifying dates and fees.

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

11. Consideration to Award the Pump Station 4 – Reserve Pump to Xylem Water System USA, Inc. Flygt Products in the amount of \$16,525.00. Scott Langford, Town Engineer/Public Works Director

Mr. Langford explained that the sole source procurement pump was the same brand directly from Xylem. Council Member Campbell asked for clarification that the policy allowed for sole procurement. Mr. Perkins stated that it did, and Mr. Langford stated that staff also received three bids.

A motion was made to award the Pump Station 4 - Reserve Pump to Xylem Water System USA, Inc. Flygt Products for \$16,525.00.

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

12. Consideration to Award the Handley Park Public Works Building PW-2022-14 to the Corbett Group, LLC in the amount of \$672,350.00 for the base bid, and bid alternates A1, A2, A3, A4, A5, and A6. Scott Langford, Town Engineer/Public Works Director

Mr. Langford stated that the base bid came in over budget at \$610,900, and the restroom bid alternates including infrastructure were \$ 61,450. Funding would come from the Public Works General Fund. He added that there was a remaining \$749,000 left from the streetscape project. He added that electrical lines would be included and with the restroom, water, a sewer system to the building, and an eye washing station would also be included. The building would serve as a shop and storage for the Public Works vehicles.

A discussion ensued regarding the need and cost of the restroom. Council Member's Furr and Hunter relayed disdain with the cost of one restroom.

A motion was made to award the Handley Park Public Works Building PW-2022-14 to the Corbett Group, LLC for \$672,350.00 which includes \$61,450.00 for the restroom along with water and wastewater infrastructure.

Motion made by Council Member Campbell, Seconded by Council Member Whelan.
Voting Yea: Council Member Campbell, Council Member Whelan.
Voting Nay: Council Member Furr, Council Member Hunter
Mayor Dial broke the tie approving the motion.

- 13. Consideration to award the 2025 Pavement Marking project PW-2025-05 to Mid State Construction & Striping, Incorporated for \$13,923. Scott Langford, Town Engineer/Public Works Director

Mr. Langford shared that the striping was from Senoia Road on Dogwood Trail to Highway 74 and from Town Hall on Senoia Road to Palmetto Road.

A motion was made to award the 2025 Pavement Marking project PW-2025-05 to Mid-State Construction & Striping, Inc. for \$13,923.00.

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

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. Langford shared that staff recently had the roundabout bid opening and the low bidder came in way under budget. The project was budgeted at \$3 million, and the bid came in at \$2,333,688.

Mr. Langford gave a shout-out to the Public Works crew for their diligence during the snowstorm. They kept our roads safe and there was only one broken power pole which Coweta Fayette EMC replaced.

Mr. Langford stated that the Carriage Oaks Stream Stabilization project was substantially complete. He added that due to an advertising error, the second bid came in \$80,000 less with a new contractor.

Mr. Perkins followed up on lights out at Redwine, Veterans, and Handley parks along with broken switches and outlets in need of repair. Mr. Bowman gathered information and Mr. Carson bid out the cost to rent a bucket truck for repairs.

Mr. Perkins began a discussion regarding Shamrock Park Dam. He spoke of the advice he received from Mallet Consulting Engineer, David Jaeger regarding the Spillway Improvement project as it relates to the Shamrock Park Dam. He advised that for safety reasons, the trees should be removed from the earthen dam. Mr. Perkins also consulted with other engineers, and they gave the same advice.

A motion was made to direct staff to obtain a study for the cost of removing the trees and stabilizing the dam. Motion made by Council Member Campbell. Council Member Campbell amended his motion.

A motion was made to direct staff to consult engineering firms for the estimated costs of tree removal and mitigation for Shamrock dam.

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

XIII. COUNCIL COMMENTS

Council Member Hunter also a member of Leadership Fayette, presented Council with his 2024/2025 project proposal. He partnered with the local charity, Bloom in Fayetteville that was a foster care organization. To promote Bloom's Denim Drive, he wished to host a Touch a Truck event at Shamrock Park on February 22nd from 11:00 a.m. to 1:00 p.m.

A motion was made to allow the Touch a Truck event at Shamrock Park in support of Bloom on February 22nd from 11:00 a.m. to 1:00 p.m.

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

Council Member Whelan wished everyone a safe Martin Luther King Jr. Day and paid respect to Dr. King.

Mayor Dial shared that currently, the Town's flags were at half-staff for 30 days in honor of the recent passing of President Jimmy Carter. He posed that they fly at full mast on Inauguration day only.

A motion was made to fly the flags to full staff on January 20th for Inauguration Day.

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

Mayor Dial shared that an item would be on a forthcoming agenda regarding the changes needed to the Charter as it related to a Council quorum.

Mayor Dial also thanked Public Works and Public Safety for their thoroughness during the storm.

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Campbell.

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

The meeting adjourned at 8:56 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: February 6, 2025

Agenda Item Type: Consent Agenda

Staff Contact: Devon Boullion

STAFF REPORT

AGENDA ITEM:

Consideration to approve Dogwood Church, Inc.'s Stormwater Management Operations and Maintenance Agreement (for Dogwood Church's Expansion Project) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.

BACKGROUND:

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

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

FUNDING:

N/A

STAFF RECOMMENDATION:

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

ATTACHMENTS:

Stormwater Management Operations and Maintenance Agreement

PREVIOUS DISCUSSIONS:

None

STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT
Town of Tyrone, Georgia

THIS AGREEMENT, made and entered into this 6th day of February,
2025, by and between (insert full name of owner)

Dogwood Church, Inc.

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

WITNESSETH

WHEREAS, the Property Owner is the owner of certain real property described as
(Fayette County Tax Map/Parcel Identification Number) 0729 036
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 3512 page
649-652, and Plat Book 33, page 150, and more particularly described on the
attached Exhibit "A" (hereinafter the "Property"); and

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

WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan/Development known
as (insert name of plan/development)

DOGWOOD CHURCH EXPANSION

(hereinafter the "Plan"), which is expressly made a part hereof, as approved or to be approved by
the Town, provides for detention and/or management of stormwater within the confines of the
Property; and

WHEREAS, the Town and the Property Owner agree that the health, safety, and welfare
of the residents of the Town of Tyrone, Georgia, require that on-site stormwater management
facilities be constructed and maintained on the Property; and

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

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

1.

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

2.

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

3.

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

4.

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

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

5.

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

6.

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

7.

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

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

8.

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

9.

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

10.

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

11.

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

12.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

PROPERTY OWNER CORPORATION

Name of Corporation: Dogwood Church, Inc., A Georgia Corporation
Printed or Typed Name

By: B. Keith Moore
Signature

Attest: John H. Warnock
Signature of Witness

B. KEITH MOORE
Typed or Printed Name

John H. Warnock
Typed or Printed Name

Title: CEO / SENIOR PASTOR

Title: CEO / Executive Pastor

(CORPORATE SEAL) Elaine C. Gardner
Notary Public: Elaine C. Gardner
My Commission Expires: May 14, 2025



TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)
Notary Public: _____
My Commission Expires: _____

(NOTARIAL SEAL)

Attachments:

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



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Filed: 04/24/2009 at 12:15:00 PM
Fee Amt: \$22.00 Page 1 of 4
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

BK 3512 PG 649-652

Cross-Reference to:
Deed Book 1469 Page 175

Prepared by and return to:
Sherry D. Olson, Esq.
Sherry D. Olson, P.C.
2515 Kings Way
Cumming, GA 30040
Telephone: 770-205-8858 X 102

QUIT-CLAIM DEED

THIS INDENTURE, made this 21st day of April, 2009, between Bank of North Georgia as successor to Peachtree National Bank (herein called "Grantor") and Dogwood Church, Inc., formerly known as Braelinn Baptist Church, Inc. (herein called "Grantee").

WITNESSETH, Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quit-claim to Grantee all the right, title and interest, claim or demand which Grantor has or may have had in and to all that tract of land described on Exhibit A, attached hereto and by this reference made a part hereof.

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

This Quit-Claim Deed is given for the purpose of releasing any and all claims and rights which the Grantor has or may have in and to the property described on Exhibit A by virtue of:

- (a) Commercial Deed to Secure Debt and Security Agreement from Braelinn Baptist Church to Peachtree National Bank dated 1/21/2000, recorded in Deed Book 1469 Page 175, public records of Fayette county, Georgia; as modified by the following: Modification dated 5/26/2004, recorded in Deed Book 2539 Page 714; and Modification of Promissory Note, Deed to Secure Debt and Security Agreement dated 11/9/2004, recorded in Deed Book 2653 Page 641.
- (b) UCC FINANCING STATEMENT with real estate addendum naming Braelinn Baptist Church, Inc. as Debtor and Peachtree National Bank as Secured Party, filed for record on 1/31/2000 in Deed Book 1469 Page 186, aforesaid records.
- (c) UCC FINANCING STATEMENT No. 56-2004-1285 naming Braelinn Baptist Church, Inc. as Debtor and Peachtree National Bank as Secured Party, filed for record on 11/24/2004, aforesaid records.

Further, Grantee is authorized to file separate UCC Terminations for the UCCs listed under subparagraphs (b) and (c) immediately above.

TO HAVE AND TO HOLD the said described premises unto Grantee, so that neither Grantor nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context permits.)

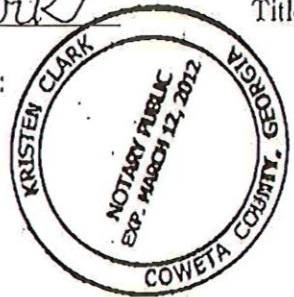
IN WITNESS WHEREOF, Grantor has signed and sealed this quit-claim deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Wancy K. Walker
Witness

Bank of North Georgia
By: Robert Morton
Name: Robert Morton
Title: SVP

Kristen Clark
Notary Public
My commission expires:



(BANK SEAL)

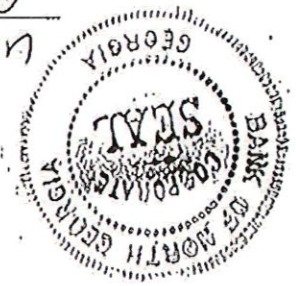


Exhibit "A"
APN 0729-036

All that tract or parcel of land lying and being in Land Lot 121 of the 7th District of Fayette County, Georgia, being more particularly described as follows:

Beginning at an iron pin located on the existing southerly right of-way of Dogwood Trail (an 80 foot right-of-way), which iron pin is located 602.51 feet east of the intersection of said right-of-way with the west land lot line of Land Lot 121, as measured along said right-of-way; running thence south 89 degrees 57 minutes 10 seconds east along said right-of-way 130.02 feet to an iron pin; running thence south 01 degree 05 minutes 41 seconds west along the boundary lines of property now or formerly owned by Pierce L. Landrum and Emily Landrum Edwards a distance of 1,174.17 feet to an iron pin; running thence south 00 degrees 52 minutes 59 seconds west along the boundary of property now or formerly owned by Helen Mathis Pruitt, et al., a distance of 574.63 feet to an iron pin; running thence south 00 degrees 57 minutes 49 seconds west along the boundaries of properties now or formerly owned by Marjorie T. Elrod, et al. and The Guy Family, LLC, a distance of 1,213.05 feet to an iron pin located on the south land lot line of Land Lot 121; running thence north 88 degrees 56 minutes 34 seconds west along said land lot line 143.26 feet to an iron pin; running thence north 88 degrees 51 minutes 04 seconds west along said land lot line 171.58 feet to an iron pin; running thence north 88 degrees 51 minutes 04 seconds west to a point 391.01 feet to the southwest corner of Land Lot 121; running thence north 00 degrees 29 minutes 01 second east along the west land lot line of Land Lot 121 1,489.43 feet to an iron pin; running thence north 00 degrees 29 minutes 01 second east along said land lot line 649.54 feet to an iron pin; running thence north 00 degrees 29 minutes 01 second east along said land lot line 309.20 feet to an iron pin; running thence south 89 degrees 57 minutes 10 seconds east 597.17 feet to an iron pin; running thence north 01 degree 05 minutes 41 seconds east 500.08 feet to the point of beginning; said tract containing 41.847 acres and being designated as "Dixon Tract Two" on that certain Plat of Survey prepared for Braelinn Baptist Church, dated November 12, 1999, revised December 30, 1999, further revised January 13, 2000, by GeoSurvey, Ltd., specifically Trenton D. Turk, Registered Land Surveyor, Certificate No. 2411, Job No. 990491, which Plat is recorded in Plat Book 33, Page 18, records of the Clerk of the Superior Court of Fayette County, Georgia, and which plat is incorporated herein by reference.

Together with Tract B, as follows:

Exhibit "A"

ALL THAT TRACT or parcel of land lying and being in Land Lots 122, 135 and 136 of the 7th Land District of Fayette County, Georgia and being more particularly described as follows:

BEGIN at an axle found at the corner common to Land Lots 121, 122, 135 and 136, and run thence along the boundary line common to Land Lots 121 and 122 south 88 degrees 51 minutes 4 seconds east a distance of 391.01 feet to a 5/8" rebar set; run thence south 6 degrees 53 minutes 58 seconds east a distance of 55.47 feet to a 5/8" rebar set; run thence south 14 degrees 38 minutes 46 seconds west a distance of 172.13 feet to a 5/8" rebar set; run thence south 33 degrees 10 minutes 44 seconds west a distance of 37.81 feet to a 5/8" rebar set; run thence south 24 degrees 12 minutes 30 seconds west a distance of 83.04 feet to a 5/8" rebar set; run thence south 18 degrees 27 minutes 34 seconds west a distance of 104.51 feet to a 5/8" rebar set; run thence north 82 degrees 13 minutes 34 seconds west a distance of 154.11 feet to a 5/8" rebar set; run thence north 44 degrees 35 minutes 13 seconds west a distance of 340.77 feet to a 5/8" rebar set on the easterly right-of-way line of Peachtree Parkway (80' r/w); run thence along said right-of-way line north 9 degrees 5 minutes 33 seconds east a distance of 96.52 feet to a point; run thence along said right-of-way line along the arc of a curve to the left a distance of 79.89 feet to a 1/2" rebar found at the intersection of said right-of-way line with the common boundary line of Land Lots 135 and 136, said arc being subtended by a chord bearing north 8 degrees 7 minutes 5 seconds east a distance of 79.89 feet and having a radius of 5,769.58 feet; run thence along said right-of-way line along the arc of a curve to the left a distance of 875.13 feet to a point, said arc being subtended by a chord bearing north 3 degrees 55 minutes 10 seconds east a distance of 874.29 feet and having a radius of 5,769.58 feet; run thence along said right-of-way line north 0 degrees 25 minutes 46 seconds west a distance of 43.8 feet to a point; run thence along said right-of-way line along the arc of a curve to the left a distance of 576.53 feet to a point, said arc being subtended by a chord bearing north 6 degrees 6 minutes 24 seconds west a distance of 575.58 feet and having a radius of 2,904.79 feet; run thence along said right-of-way line along the arc of a curve to the left a distance of 77.04 feet to a point, said point being subtended by a chord bearing north 12 degrees 33 minutes 8 seconds west a distance of 77.04 feet and having a radius of 2,904.79 feet; run thence along said right of way line north 79 degrees 9 minutes 33 seconds east a distance of 2.99 feet to a point; run thence along said right-of-way line north 11 degrees 6 minutes 58 seconds west a distance of 585.87 feet to a concrete monument; run thence south 89 degrees 30 minutes 59 seconds east a distance of 245.75 feet to a point; run thence south 0 degrees 29 minutes 1 second west a distance of 649.54 feet to a point; run thence south 0 degrees 29 minutes 1 second west a distance of 1,489.43 feet to an axle found at the Point of Beginning as established above; being shown and described as Tract B, containing 2.674 acres or 116,465 square feet, Tract C, containing 2.219 acres or 96,637 square feet, and Tract D, containing 3.803 acres or 165,643 square feet on that certain plat of survey prepared for Braslian Baptist Church by Trenton D. Turk, (Georgia Registered)

Land Surveyor No. 2411, dated November 12, 1999, last revised January 13, 2000.

EXHIBIT "B"

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

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

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

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

Infiltration Practice

An infiltration practice is a shallow excavation, typically filled with stone or an engineered soil mix, which is designed to temporarily hold stormwater runoff until it infiltrates into the surrounding soils. Infiltration practices are able to reduce stormwater quantity, recharge the groundwater, and reduce pollutant loads.



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

- Sediment build-up
- Clogging in the inlet and outlet structure
- Clogging the underdrain (if applicable)
- Mosquitoes breeding in the practice

Routine maintenance should be performed on infiltration practices to ensure that the practice is functioning properly. Infiltration practices should be inspected after a large rainstorm. Keep drainage paths, both to and from the BMP, clean so that the water can properly infiltrate into the ground. Note that it might take longer for the water to infiltrate into the ground during the winter months and early spring.

In order to limit the sediment that enters the infiltration practice, infiltration practices should always be designed with adequate pretreatment (e.g., vegetated filter strip, sediment forebay). Routine maintenance of the pretreatment device, such as removing accumulated sediment, trash, and debris, decreases the amount of maintenance required on the infiltration practice as well as its likelihood of clogging and failing. Infiltration trenches can have either exposed aggregate at the surface of the practice which provides sediment removal and additional pretreatment upstream of the infiltration trench and can be easily removed and replaced when it becomes clogged.

If the infiltration practice is not draining properly, check for clogging of the inflow structure or underdrain. To help ensure that larger storm events are able to safely bypass the infiltration practice a perforated pipe (e.g., underdrain) is sometimes placed near the top of the stone reservoir or planting bed. This provides additional conveyance of stormwater runoff after the infiltration trench or basin has filled. Another consideration is the infiltration rate of the soil media. If the soil is not draining properly, the filter fabric could be clogged or the soil could be clogged or over-compacted. In an infiltration practice, the filter fabric is likely to be clogged along the top and sides of the infiltration practice. If the filter fabric becomes clogged, the practices will need to be dug up, cleaned, and the fabric replaced. The media is likely to become clogged at the upper layer of the soil first. If the media is clogged or over-compacted, then the media should be replaced. Potential sources of excessive sediment that could clog the media include ant mounds and unstable soil upstream of the practice. Possible sources of

Operations & Maintenance Guidance Document

compaction are tractors or maintenance vehicles traveling through the practice. If the practice includes an underdrain, a structural repair or cleanout to unclog the underdrain may be necessary.

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

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

Infiltration Practice Typical Routine Maintenance Activities and Schedule

Maintenance Activity	Schedule
<ul style="list-style-type: none"> • Inspect to ensure that contributing drainage area and infiltration practice are clear of sediment, trash and debris. Remove any accumulated sediment and debris. • Ensure that the contributing drainage area is stabilized. Plant replacement vegetation as needed. • Check observation well to ensure that infiltration practice is properly dewatering after storm events. 	<p style="text-align: center;">Monthly</p>
<ul style="list-style-type: none"> • Inspect pretreatment devices for sediment accumulation. Remove accumulated sediment, trash and debris. • Inspect top layer of filter fabric and pea gravel or landscaping for sediment accumulation. Remove and replace if clogged. • Inspect the practice for damage, paying particular attention to inlets, outlets and overflow spillways. Repair or replace any damaged components as needed. • Inspect the practice following rainfall events (specifically large rainfall events). Check observation well to ensure that complete drawdown has occurred within 72 hours after the end of a rainfall event. Failure to drawdown within this timeframe may indicate infiltration practice failure. 	<p style="text-align: center;">Semi-Annually during first year and Annually thereafter</p>
<ul style="list-style-type: none"> • Remove aggregate and install clean, washed trench aggregate • It may be necessary to replace piping, filter fabric, etc. 	<p style="text-align: center;">Upon Failure</p>

EXHIBIT "C"

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

THIS EASEMENT granted this 6th day of February, 2025,
between the Property Owner Dogwood Church, Inc. as party of the
first part, hereinafter referred to as Grantor, and the TOWN OF TYRONE, a political subdivision
of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH

That Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid
at and before the sealing and delivery of this easement and in consideration of the agreements
and covenants contained in this document and the Stormwater Management Inspection and
Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an
easement in and to that portion of the property shown on Exhibit "A" to the Stormwater
Management Inspection and Maintenance Agreement, as shown and identified on the plat
attached hereto as Exhibit "1".

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

{SIGNATURES FOLLOW ON NEXT PAGE}

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

PROPERTY OWNER CORPORATION

Name of Corporation: Dogwood Church, Inc., A Georgia Corporation
Printed or Typed Name

By: B. Keith Moore
Signature

Attest: John H. Warnock
Signature of Witness

B. KEITH MOORE
Typed or Printed Name

John H. Warnock
Typed or Printed Name

Title: CEO / Senior Pastor

Title: CFO / Executive Pastor

(CORPORATE SEAL) Elaine C. Gardner
Notary Public: Elaine C. Gardner
My Commission Expires: May 14, 2025



TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)
Notary Public: _____
My Commission Expires: _____

(NOTARIAL SEAL)

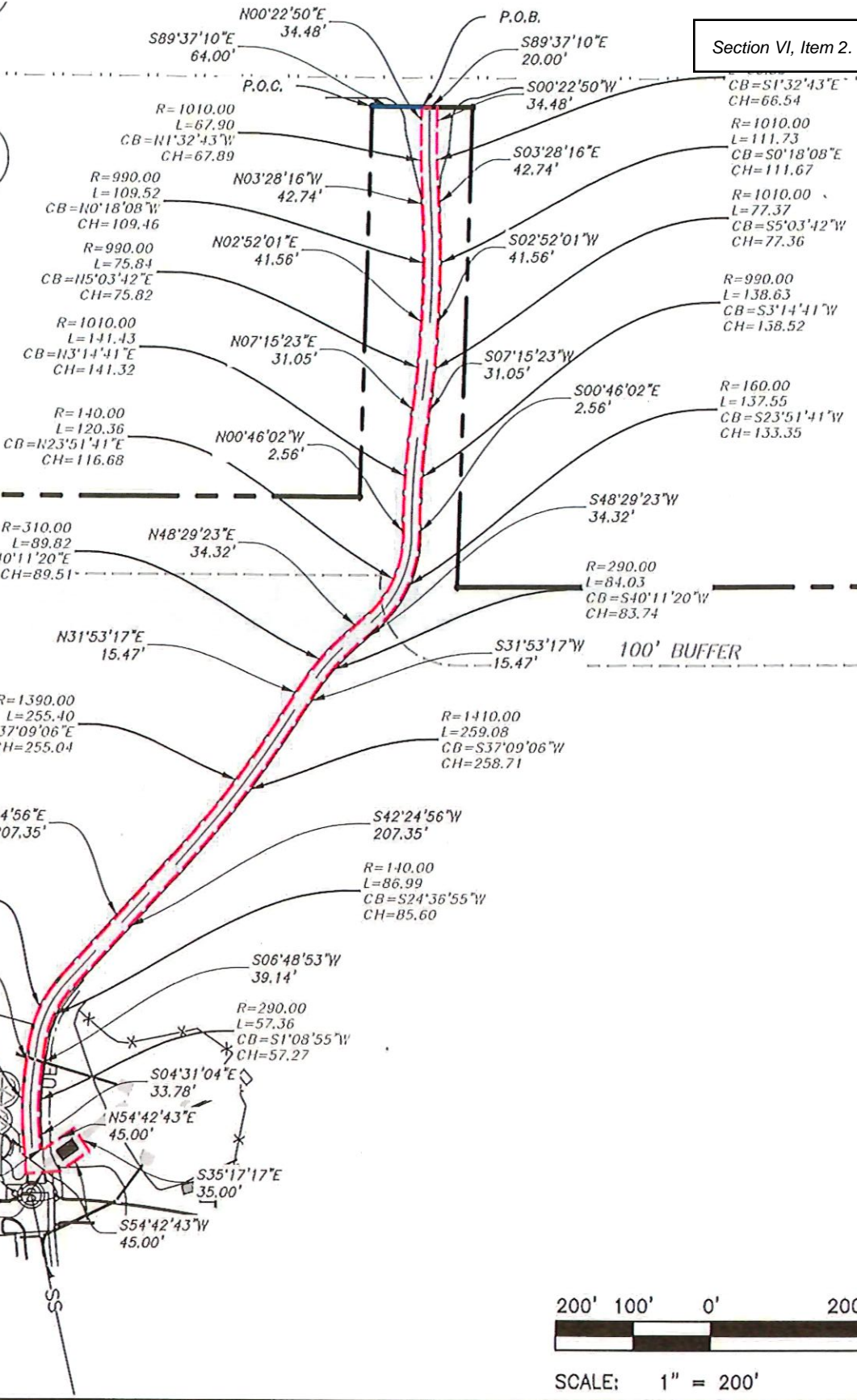
Attachments:

Exhibit 1. Plat of Easement

Section VI, Item 2.



L.L. 136
L.L. 121



200' 100' 0' 200'
SCALE: 1" = 200'

EXHIBIT C1

PERMANENT WATER QUALITY BMP AND ACCESS
EASEMENT AGREEMENT EXHIBIT
FOR
DOGWOOD CHURCH
975 GA-74
(Tax Parcel ID No. 0723 036)

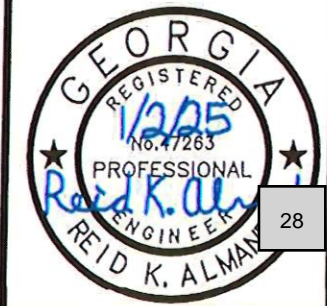


Exhibit C2 Legal Description to be provided prior to C/O once location of BMP is finalized and Plat Exhibit C1 is approved.

Operations & Maintenance Guidance Document

Infiltration Practice					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc. Drainage ways are in good condition.					
Area around the inlet structure is mowed and grass clippings are removed.					
No evidence of gullies, rills, or excessive erosion around the inlet structure.					
Water is going through structure (i.e. no evidence of water going around the structure).					
Diversion structure (high flow bypass structure or underdrain) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type.					
Pre-treatment (choose one)					
Forebay – area is free of trash, debris, and sediment.					
Forebay – No undesirable vegetation.					
Forebay – No signs of erosion, rills, or gullies. Erosion protection is present on site.					
Forebay – No signs of standing water.					
Filter Strip– area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion or sediment accumulation.					
Filter Strip – No signs of unhealthy grass, bare or dying grass, Grass height is maintained to a height of 6 – 15 inches.					
Filter Strip– No signs of erosion, rills, or gullies. Erosion protection is present on site.					
Filter Strip – No undesirable vegetation.					
Filter Strip – No signs of standing water (examples include: stains, odors, mosquito larvae, etc).					

Operations & Maintenance Guidance Document

Infiltration Practice					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					
Structure seems to be working properly. No settling around the structure. Comment on overall condition of structure.					
No signs of ponding water more than 48 hours after a rain storm event (examples include: stains, odors, mosquito larvae, etc).					
No undesirable vegetation growing within the practice.					
Native plants were used in the practice according to the landscaping plan.					
Observation well is capped and locked when not in use					
Flow testing has been performed on infiltration practice to determine if underdrain is clogged.					
Emergency Overflow and Outlet Structure					
Area is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
No signs of sediment accumulation.					
Grass height of 6 – 15 inches is maintained.					
Results					
Overall condition of Infiltration Practice:					
Additional Comments					
<p>Notes: If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.</p>					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
F. Other					
1. Encroachments on Pond or Encasement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			N/A	N/A	
3. Assthalles					
a. Grass Mowing Required					
b. Gralfill Removal Required					
c. Other					
4. Public Hazards (Be Specific)					
6. Maintenance Access					

SUMMARY

1. Inspector's Remarks: _____

2. Overall Condition of Facility (Check One) Acceptable _____
 Unacceptable _____

3. I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.

Signed: _____ Date: _____
 Inspector



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: February 6, 2025
Agenda Item Type: Consent Agenda
Staff Contact: Devon Boullion

STAFF REPORT

AGENDA ITEM:

Consideration to approve Triax Investment, Inc.'s Stormwater Management Operations and Maintenance Agreement (for the Gravel Parking Lot at Shamrock Self Storage located near 430 Senoia Road) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.

BACKGROUND:

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

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

FUNDING:

N/A

STAFF RECOMMENDATION:

Staff recommends authorizing Mayor Dial to execute the Agreement between Triax Investments, Inc. and the Town of Tyrone, subject to receipt of finalized documents prepared to staff's satisfaction for the purpose of finalizing the agreement prior to the Town's final acceptance of the project.

ATTACHMENTS:

Stormwater Management Operations and Maintenance Agreement

PREVIOUS DISCUSSIONS:

None

**STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT
Town of Tyrone, Georgia**

THIS AGREEMENT, made and entered into this 6 day of February,
2025, by and between (insert full name of owner)

Triax Investments, Inc.

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

WITNESSETH

WHEREAS, the Property Owner is the owner of certain real property described as
(Fayette County Tax Map/Parcel Identification Number) 0736 068
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 4840 page
0651-0652, and Plat Book -, page -, and more particularly described on the
attached Exhibit "A" (hereinafter the "Property"); and

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

WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan/Development known
as (insert name of plan/development)

Gravel Parking lot at Shamrock Self Storage

(hereinafter the "Plan"), which is expressly made a part hereof, as approved or to be approved by
the Town, provides for detention and/or management of stormwater within the confines of the
Property; and

WHEREAS, the Town and the Property Owner agree that the health, safety, and welfare
of the residents of the Town of Tyrone, Georgia, require that on-site stormwater management
facilities be constructed and maintained on the Property; and

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

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

1.

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

2.

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

3.

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

4.

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

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

5.

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

6.

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

7.

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

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

8.

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

9.

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

10.

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

11.

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

12.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

**PROPERTY OWNER
CORPORATION**

Name of Corporation: Triax Investments, Inc., A Georgia Corporation
Printed or Typed Name

By: Tony Davis
Signature

Attest: Marie Davis
Signature of Witness

Tony Davis
Typed or Printed Name

Marie Davis
Typed or Printed Name

Title: President

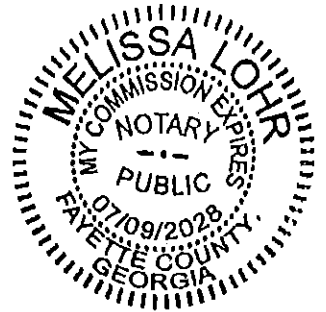
Title: Secretary

(CORPORATE SEAL)

Notary Public: MJ DDM

(NOTARIAL SEAL)

My Commission Expires: 7/9/2028



TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Notary Public: _____

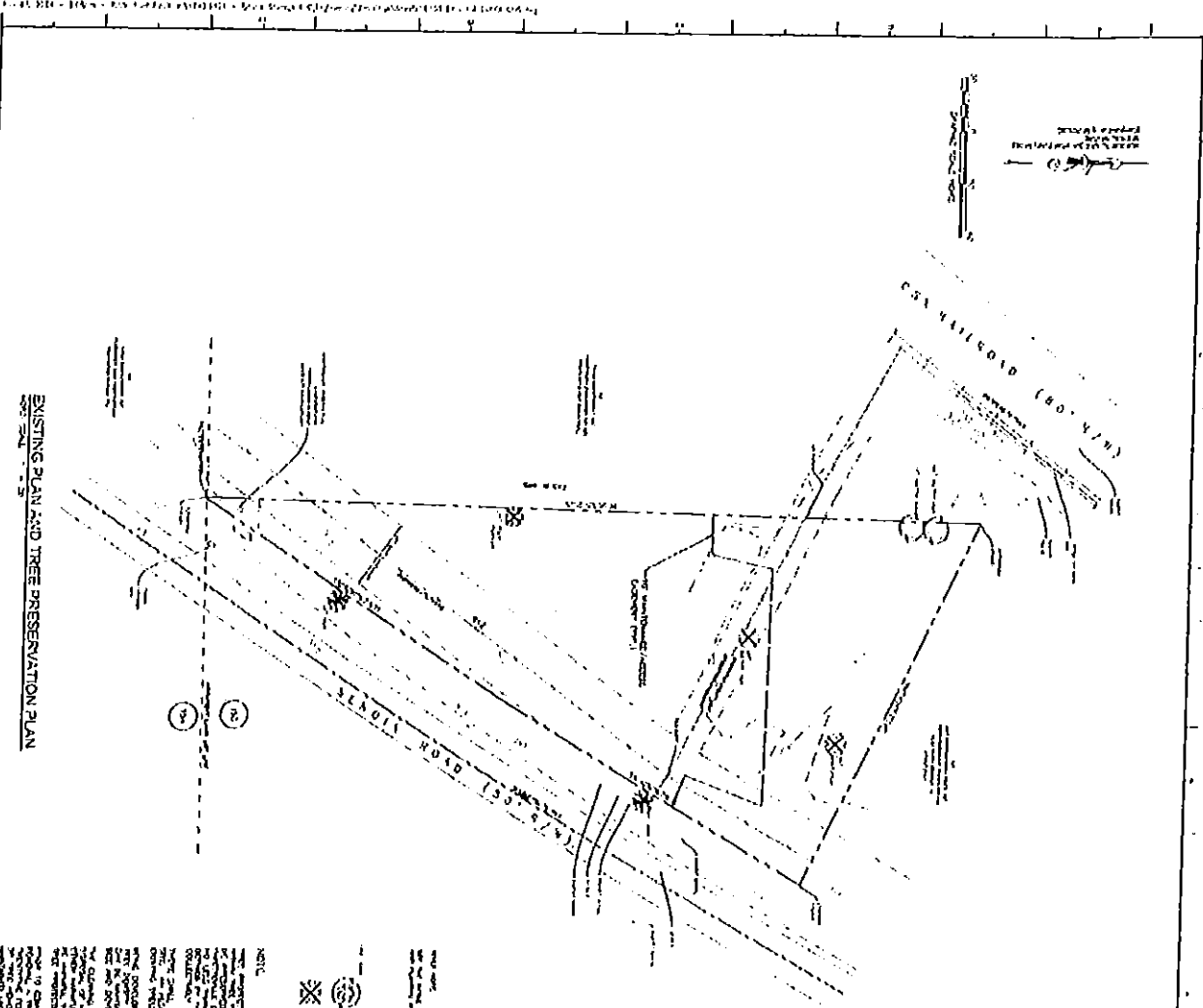
(NOTARIAL SEAL)

My Commission Expires: _____

Attachments:

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

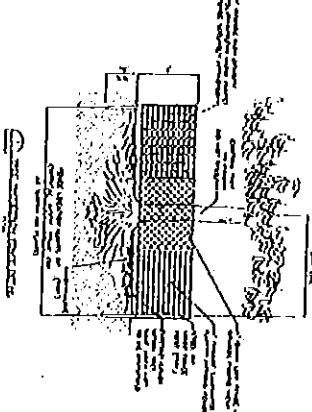
Exhibit "A"



EXISTING PLAN AND TREE PRESERVATION PLAN

NOTES:

1. All dimensions are in feet and inches.
2. All areas are to be graded to the existing ground level unless otherwise noted.
3. All areas are to be compacted to 95% of maximum dry density.
4. All areas are to be finished with a 2" sand/cement screed.
5. All areas are to be finished with a 4" concrete top surface.
6. All areas are to be finished with a 6" gravel base.
7. All areas are to be finished with a 12" gravel sub-base.
8. All areas are to be finished with a 18" gravel sub-base.
9. All areas are to be finished with a 24" gravel sub-base.
10. All areas are to be finished with a 30" gravel sub-base.



- 1. Gravel Storage Area
- 2. Gravel Parking Lot
- 3. Gravel Sub-base
- 4. Concrete
- 5. Sand/Cement Screed
- 6. Gravel
- 7. Gravel Sub-base
- 8. Concrete
- 9. Sand/Cement Screed
- 10. Gravel
- 11. Gravel Sub-base
- 12. Concrete
- 13. Sand/Cement Screed
- 14. Gravel
- 15. Gravel Sub-base
- 16. Concrete
- 17. Sand/Cement Screed
- 18. Gravel
- 19. Gravel Sub-base
- 20. Concrete
- 21. Sand/Cement Screed
- 22. Gravel
- 23. Gravel Sub-base
- 24. Concrete
- 25. Sand/Cement Screed
- 26. Gravel
- 27. Gravel Sub-base
- 28. Concrete
- 29. Sand/Cement Screed
- 30. Gravel
- 31. Gravel Sub-base
- 32. Concrete
- 33. Sand/Cement Screed
- 34. Gravel
- 35. Gravel Sub-base
- 36. Concrete
- 37. Sand/Cement Screed
- 38. Gravel
- 39. Gravel Sub-base
- 40. Concrete
- 41. Sand/Cement Screed
- 42. Gravel
- 43. Gravel Sub-base
- 44. Concrete
- 45. Sand/Cement Screed
- 46. Gravel
- 47. Gravel Sub-base
- 48. Concrete
- 49. Sand/Cement Screed
- 50. Gravel
- 51. Gravel Sub-base
- 52. Concrete
- 53. Sand/Cement Screed
- 54. Gravel
- 55. Gravel Sub-base
- 56. Concrete
- 57. Sand/Cement Screed
- 58. Gravel
- 59. Gravel Sub-base
- 60. Concrete
- 61. Sand/Cement Screed
- 62. Gravel
- 63. Gravel Sub-base
- 64. Concrete
- 65. Sand/Cement Screed
- 66. Gravel
- 67. Gravel Sub-base
- 68. Concrete
- 69. Sand/Cement Screed
- 70. Gravel
- 71. Gravel Sub-base
- 72. Concrete
- 73. Sand/Cement Screed
- 74. Gravel
- 75. Gravel Sub-base
- 76. Concrete
- 77. Sand/Cement Screed
- 78. Gravel
- 79. Gravel Sub-base
- 80. Concrete
- 81. Sand/Cement Screed
- 82. Gravel
- 83. Gravel Sub-base
- 84. Concrete
- 85. Sand/Cement Screed
- 86. Gravel
- 87. Gravel Sub-base
- 88. Concrete
- 89. Sand/Cement Screed
- 90. Gravel
- 91. Gravel Sub-base
- 92. Concrete
- 93. Sand/Cement Screed
- 94. Gravel
- 95. Gravel Sub-base
- 96. Concrete
- 97. Sand/Cement Screed
- 98. Gravel
- 99. Gravel Sub-base
- 100. Concrete

	INTEGRATED Site & Engineering	CONSTRUCTION PLAN FOR GRAVEL PARKING LOT 100' x 100' x 100' x 100' 100' x 100' x 100' x 100'	REVISIONS NO. 1 DATE: 10/10/2010	SCALE 1" = 10'	DATE 10/10/2010	PROJECT GRAVEL PARKING LOT	CLIENT [Name]	LOCATION [Address]	DESIGNER [Name]	CHECKED [Name]	DATE 10/10/2010
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MANN & WOOLDRIDGE, P.C.
P.O. BOX 310
NEWNAN, GA 30264-0310

Doc ID: 010579130002 Type: WD
Recorded: 02/20/2019 at 11:16:00 AM
Fee Amt: \$55.20 Page 1 of 2
Transfer Tax: \$43.20
Fayette, Ga, Clerk Superior Court
Sheila Studdard Clerk of Court
BK 4840 Pg 651-652

WARRANTY DEED

STATE OF GEORGIA, FAYETTE COUNTY

THIS INDENTURE, made this 18th day of February, in the year two thousand nineteen, between **THOMAS C. BRYANT** of the County of Coweta, and State of Georgia as party or parties of the first part, hereinafter called Grantor, and **TRIAx INVESTMENTS, INC.** of the County of Fayette, State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN DOLLARS AND NO/100 (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS** in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 153 of the 7th District of Fayette County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the westerly right-of-way of Senoia Road with the south line of Land Lot 153; running thence along the south line of Land Lot 153, north 89 degrees 46 minutes 00 seconds West, 1.0 feet to a point; running thence north 1 degree 14 minutes 00 seconds east, 447.30 feet to a point located on the easterly right-of-way of the Seaboard Coast Line Railroad; running thence south 64 degrees 19 minutes 00 seconds east, 228.0 feet to a point located on the westerly right-of-way of Senoia Road; running thence along the westerly right-of-way of Senoia Road south 30 degrees 37 minutes 00 seconds West, 200.0 feet to a point; continuing thence along the westerly right-of-way of Senoia Road south 32 degrees 29 minutes 00 seconds West 209.0 feet to the point of beginning; being a tract of 1.08 acres as shown on plat of survey dated April 15, 1994, prepared by R. M. Boyd and Associates, Georgia Registered Land Surveyor No. 2227.

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

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the Presence of:

Witness
[Signature]
Notary Public

[Signature] (SEAL)
THOMAS C. BRYANT (SEAL)

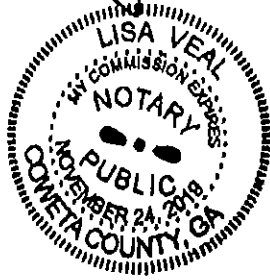


Exhibit "B"

EXHIBIT "B"

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

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

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

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

OPERATION & MAINTENANCE PLAN:
FOR:

**Tyrone Gravel
Storage Lot**

LOCATED IN:

LAND LOT 153 - 7th DISTRICT;
(The Town of Tyrone)
FAYETTE COUNTY, GEORGIA

Objective & Goals:

The Goal of the operations and maintenance plan for the aforementioned "Tyrone Gravel Storage Lot for Triax Investments, Inc." is to insure that the storm water management facility is functioning properly and will continue to function as designed and constructed. The objective is to provide for a simple yet effective plan and check list to aid in maintenance and to assist the assigned inspector/inspectors with the various pond components that should be inspected for effectiveness and deficiencies.

Limit of Responsibility:

The inspection and maintenance Plan and checklist shall pertain only to the Storm Water Quality Basin and access easements and all of the structural storm-water controls for that basin (i.e. all slopes, filtration medium, etc.) All internal drainage structures inside of the site shall come under the responsibility of the owner as far as maintenance and inspection. The assigned "onsite" inspectors should notify the owner for any structures or systems that may need repair and maintenance and should notify the proper authorities for any illegal discharges into any storm drainage system or Water Quality Basin. Illegal discharges may include the dumping of oil, gasoline, detergents, pesticides, or any other refuse or contaminates that may cause damage to the surrounding "state waters" or other environmentally sensitive areas.

Note: The operations and maintenance schedules included with this report are minimum standards and additional checks/maintenance may be required based on future conditions and circumstances.

Developer/ Primary Permittee Responsibility:

During the construction/development process the Water Quality basin shall be monitored as necessary under the provisions required as part of the NPDES General Permit for Construction Activities & Notice of Intent. The storm water quality basin will also act as a sediment basin by leaving the infiltration trench open (not filled in - until final landscaping activities) - The ultimate outflow from this Basin will ultimately flow into Line Creek. The Primary Permittee shall be responsible for all monitoring of construction activities for compliance until the site has been stabilized.

It shall be the responsibility of the Developer or Primary Permittee to insure that prior to any full acceptance by the Town of Tyrone and/or prior to Final approval, that any structural alterations to any of the Water Quality/ Basin shall be approved by the Project engineer.

The Primary Permittee/Developer shall insure that adequate vegetation and ground cover has been established around and within the basin prior turning over responsibility to any assigned inspectors. The Primary Permittee/Developer shall continue to monitor the basin until a permanent inspector is assigned.

Assigned Inspector/Operator Responsibility:

The assigned inspectors shall refer to the Operation and Maintenance Inspection Report for Storm Water Infiltration Trenches included in the back of this report - Copies of the blank forms should be made and can be used when filling out the inspection reports. The inspection report list items that should be checked and the frequency required for inspection - "A" refers to annual inspection and "M" refers to monthly inspection. In the case of extremely large storm events, the basin should be inspected immediately afterwards.

The assigned inspectors shall monitor the access easement to insure that it remains open and are reasonably maintained. No fences shall be constructed or trees planted within the access limits. Fences that are installed around the perimeter of any basin shall remain in place and all gates shall be remain closed. It will be at the discretion of the inspector as to whether locks shall be placed on the gates.

The assigned inspectors shall review the basin to see if is losing storage volume due to any accumulations of silt or other debris, the assigned inspector may also contact the project developer with restoring the basin to the required volume.

The operator should inspect the basin slopes to see if any cavitation or excessive washing is occurring. If any washing is occurring additional dirt or stone should be placed in the area of concern. The slopes should be mowed as necessary to prevent any undesired tree or shrub growth.

All exit channels should remain open for free flow conditions. All inflow drainage ditches and swales should also remain open and excessive erosion should be repaired with either additional rip rap or other measures.

The inspector should note any encroachments into the basin from adjacent property owners. The basin should not be used as an area for dumping of grass clippings, tree limbs, or other debris. It will be the responsibility of the inspector to inform the assigned member of the grounds committee to remove any "dumped" items to locations outside of the basin or easement limits.

The inspector shall keeps all records of each inspection in his or her file. Blank inspection reports may be copied as necessary for each inspection sequence.

**THE ASSIGNED INSPECTOR AT THIS TIME SHALL BE AN
EMPLOYEE OF TRIAX INVESTMENTS, INC.**

Final Ownership of the basin shall be the same

Operation and Maintenance Inspection Report for Infiltration Trenches

(Adapted from Watershed Management Institute, Inc.)

Inspector Name _____ Project Location _____
 Inspection Date _____
 Watershed _____
 As-built Plans available? _____

Inspection Items	Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
1. Debris removal				
Trench surface clear of debris			M	
Inlets clear of debris			M	
Inflow pipes clear of debris			M	
Overflow spillway clear of debris			M	
2. Sediment traps, forebays, or pretreatment swales				
Obviously trapping sediment			A	
Greater than 50% of original storage volume remaining			A	
3. Vegetation				
Mowing done when necessary			M	
Fertilized per specification			M	
Any evidence of erosion			M	
Contributing drainage area stabilized			M	
4. Dewatering				
Trench dewatered between storms			M	
5. Sediment removal of trench				
Any evidence of sedimentation in trench			A	
Does sediment accumulation currently require removal			A	
6. Inlets				
Good condition			A	
Any evidence of erosion			A	
7. Outlets/overflow spillway				
Good condition (no need for repair)			A	
Any evidence of erosion			A	
8. Aggregate repairs				
Surface of aggregate clean			A	
Top layer of stone in need of replacement			A	
Trench in need of rehabilitation			A	

Inspection Items	Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
9. Vegetated surface Evidence of erosion present Perforated inlet functioning adequately Does water stand on vegetated surface Does good vegetative cover exist			M M M M	
10. Overall function of facility Any evidence of flow bypassing facility			S	

Inspection Frequency Key A=Annual, M=Monthly, S=After major storm

Necessary Action:

If any of the items above where answered Yes for "Maintenance Needed", a time frame needs to be established for repair or correction.

No action necessary. Continue routine inspections.
 Correct noted facility deficiencies by (date) _____

Facility repairs were previously indicated and completed. Site reinspection is necessary to verify corrections or improvements.

Site reinspection completed on (date) _____

Site reinspection was satisfactory.
 Next routine inspection is scheduled for approximately (date): _____

 Inspectors Signature

Exhibit "C"

EXHIBIT "C"

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

THIS EASEMENT granted this 6 day of February, 2025,
between the Property Owner Triax Investments, Inc. as party of the
first part, hereinafter referred to as Grantor, and the TOWN OF TYRONE, a political subdivision
of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

PROPERTY OWNER CORPORATION

Name of Corporation: Trlax Investments, Inc., A Georgia Corporation
Printed or Typed Name

By: Tony Davis
Signature

Attest: Marie Davis
Signature of Witness

Tony Davis
Typed or Printed Name

Marie Davis
Typed or Printed Name

Title: President

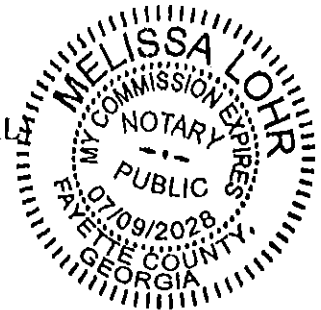
Title: Secretary

(CORPORATE SEAL)

Notary Public: [Signature]

My Commission Expires: 7-9-2028

(NOTARIAL SEAL)



TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Notary Public: _____

My Commission Expires: _____

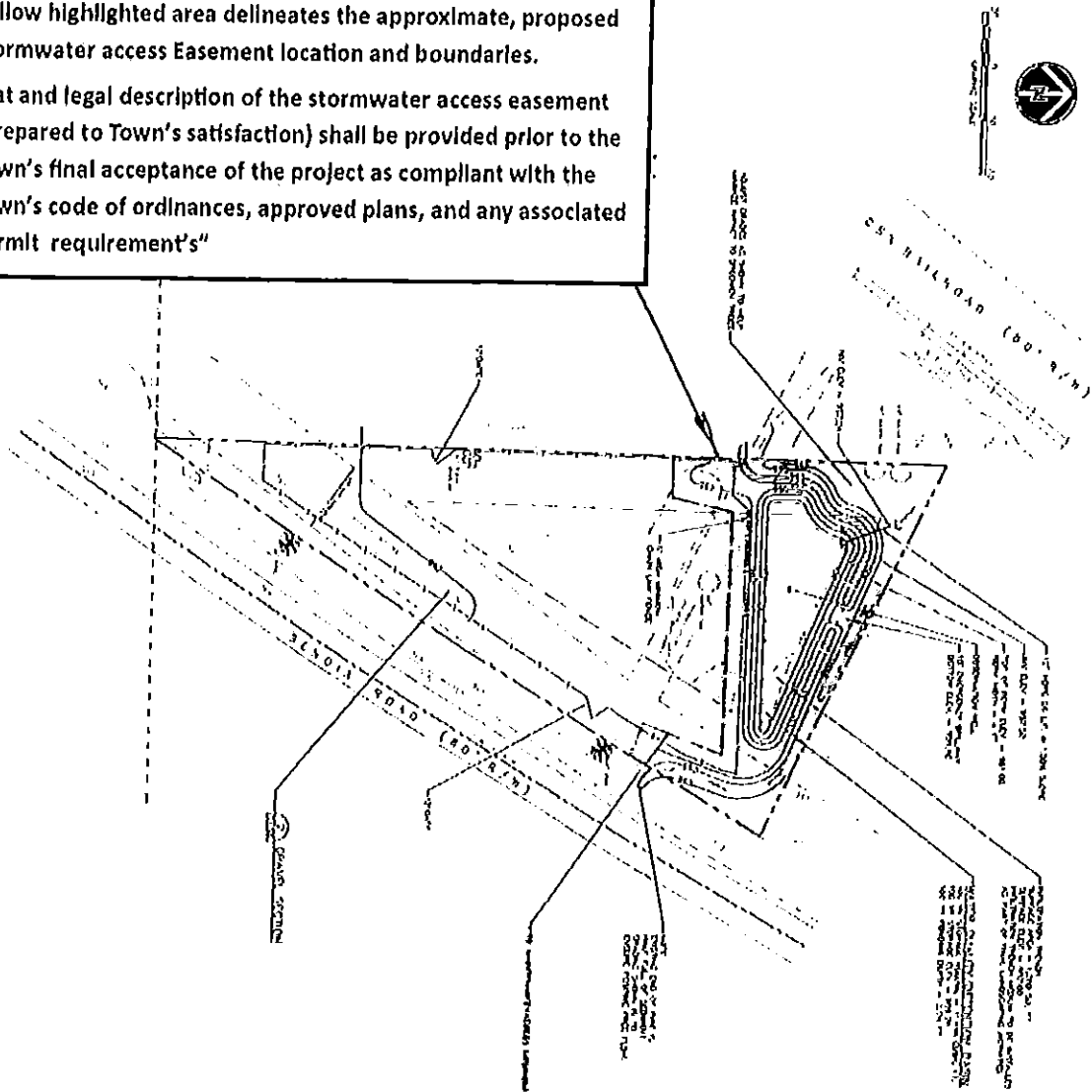
(NOTARIAL SEAL)

Attachments:

Exhibit 1. Plat of Easement

Yellow highlighted area delineates the approximate, proposed stormwater access Easement location and boundaries.
 Plat and legal description of the stormwater access easement (prepared to Town's satisfaction) shall be provided prior to the Town's final acceptance of the project as compliant with the Town's code of ordinances, approved plans, and any associated permit requirements"

GRADING PLAN



NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. THE GRADING SHALL BE AS SHOWN ON THIS PLAN.
 3. THE GRADING SHALL BE AS SHOWN ON THIS PLAN.
 4. THE GRADING SHALL BE AS SHOWN ON THIS PLAN.

CONSTRUCTION NOTES:
 1. THE GRADING SHALL BE AS SHOWN ON THIS PLAN.
 2. THE GRADING SHALL BE AS SHOWN ON THIS PLAN.
 3. THE GRADING SHALL BE AS SHOWN ON THIS PLAN.

LEGEND:
 - - - - - Proposed Easement Boundary
 - - - - - Proposed Gravel Storage Area
 - - - - - Proposed Drainage System
 - - - - - Proposed Gravel Parking Lot
 - - - - - Proposed Gravel Storage Area
 - - - - - Proposed Drainage System
 - - - - - Proposed Gravel Parking Lot

3000

GRADING AND DRAINAGE

CONSTRUCTION PLANS FOR GRAVEL PARKING LOT AND DRAINAGE SYSTEM

INTEGRATED ENGINEERING

55

Exhibit "D"

Operation and Maintenance Inspection Report for Infiltration Trenches

(Adapted from Watershed Management Institute, Inc.)

Inspector Name _____	Project Location _____
Inspection Date _____	_____
Watershed _____	_____
As-built Plans available? _____	_____

Inspection Items	Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
1. Debris removal				
Trench surface clear of debris			M	
Inlets clear of debris			M	
Inflow pipes clear of debris			M	
Overflow spillway clear of debris			M	
2. Sediment traps, forebays, or pretreatment swales				
Obviously trapping sediment			A	
Greater than 50% of original storage volume remaining			A	
3. Vegetation				
Mowing done when necessary			M	
Fertilized per specification			M	
Any evidence of erosion			M	
Contributing drainage area stabilized			M	
4. Dewatering				
Trench dewatered between storms			M	
5. Sediment removal of trench				
Any evidence of sedimentation in trench			A	
Does sediment accumulation currently require removal			A	
6. Inlets				
Good condition			A	
Any evidence of erosion			A	
7. Outlets/overflow spillway				
Good condition (no need for repair)			A	
Any evidence of erosion			A	
8. Aggregate repairs				
Surface of aggregate clean			A	
Top layer of stone in need of replacement			A	
Trench in need of rehabilitation			A	

Inspection Items	Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
9. Vegetated surface Evidence of erosion present Perforated inlet functioning adequately Does water stand on vegetated surface Does good vegetative cover exist			M M M M	
10. Overall function of facility Any evidence of flow bypassing facility			S	

Inspection Frequency Key A=Annual, M=Monthly, S=After major storm

Necessary Action:

If any of the items above where answered Yes for "Maintenance Needed", a time frame needs to be established for repair or correction.

No action necessary. Continue routine inspections.
 Correct noted facility deficiencies by (date) _____

Facility repairs were previously indicated and completed. Site reinspection is necessary to verify corrections or improvements.

Site reinspection completed on (date) _____

Site reinspection was satisfactory.
 Next routine inspection is scheduled for approximately (date): _____

 Inspectors Signature



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: February 6, 2025

Agenda Item Type: Presentation

Staff Contact: Sandy Beach

STAFF REPORT

AGENDA ITEM:

Audited Financial Report Presentation for the Year Ending June 30, 2024

BACKGROUND:

Rushton and Company completed their audit of the Town of Tyrone’s FY 2023/2024 financial books at the end of December 2024. Julie George, Audit Manager with Rushton and Company will be presenting their findings.

FUNDING:

N/A

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

The Town of Tyrone Annual Financial Report for Fiscal Year Ending June 30, 2024 can be found on the Town of Tyrone’s website under the Finance Department.

PREVIOUS DISCUSSIONS:

N/A



Town of Tyrone
Staff Report – 02/06/2025
Phillip Trocquet, Assistant Town Manager

Subject: Exceptions to Development Standards Text Amendment Application

A. Background/History:

Mr. Brandon Bowen, representing Georgia Masonry Supply and Oldcastle APG South, Inc. at Shamrock Industrial Park, submitted a text amendment application to the Town in late October 2024. The application seeks to amend the Town's height restrictions for industrial uses, citing a perceived deficiency in the current ordinance. Specifically, the amendment would accommodate a 130-foot-tall accessory silo structure at the applicant's facility, which manufactures Sakrete and Amermix bagging products, but is not currently allowed under the Town's height regulations.

B. Findings:

- i. Research and Ordinance Review:** Upon receiving the application, staff reviewed the Town's ordinance and existing industrial conditions. The "exceptions to development standards" section (113-155) currently does not allow for industrial uses exceeding a height of 35 feet.
- ii. Purpose of Height Limitation:** The height restriction aims to maintain a lower development intensity, preserving the Town's aesthetic and ensuring new structures do not clash with the Town's strategic development plan or character.
- iii. Exception Policy Intent:** The ordinance intends to grant height exceptions only if they do not compromise the ordinance's spirit and intent. Appropriate conditions are currently required to uphold these principles. Any exception and conditions should be made with Town-wide considerations, not for specific applicants and purposes.
- iv. Current Exceptions:** There are existing structures, such as cell towers, that exceed this height limit. Other industrial exceptions likely built before the current ordinance took effect are considered non-conforming.
- v. Proposal Impact:** The proposed ordinance change would shift these existing non-conforming structures to conforming status, which is preferable. The proposed language is intended to greatly limit the impact of such taller industrial structures within the Quality Growth Overlay and near residential properties.
- vi. Revised Language:** Initially, the applicant's proposed language did not fully align with the ordinance's spirit and consistency requirements. Staff collaborated with the applicant to refine the language, ensuring it better meets the ordinance's goals and integrates seamlessly with other sections with consideration for all areas of town and a variety of possible projects, not just for GMS or this singular application.

C. Recommendation:

Staff recommends approval of the proposed text amendment to section 113-155, exceptions to development standards.

D. Planning Commission Recommendation:

Planning Commission recommended unanimous approval of the text amendment as presented by staff.

Attachment 1

Sec. 112-155 Exceptions to Development Standards (Redlined)

Sec. 113-155. Exceptions to development standards.

- (a) *Double buffer.* When a required buffer area would abut and be contiguous to an established buffer area which meets all requirements of this section, then this additional required buffer area need not be established.
- (b) *Height requirements.* The height limitations as stated in this section shall not apply to the following:
 - (1) Agricultural: Barns, silos, or other farm structures when located on farms; ~~belfries, cupolas and domes; monuments; water towers; windmills; chimneys; smokestacks; flagpoles; radio or television towers; masts and aerials;~~
 - (2) Bulkheads, ~~parapet walls, belfries, cupolas and domes; monuments; chimneys; flagpoles; masts and aerials;~~ elevator penthouses, ~~water tanks and~~ scenery lofts and similar structures, provided that these structures shall not cover more than 25 percent of the total roof area of the building on which the structures are located; ~~and~~
 - (3) Soundstages associated with movie/media production studios in a Planned Industrial Park (PIP), provided that:
 - a. The front setback shall be increased two feet for every one foot of building height over 35 feet, or a raised landscape berm shall be constructed one foot high for every one foot of building height over 35 feet, or any combination thereof. 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; and
 - b. The required minimum acreage shall be increased based on building height per the table below:

Height Limit	Required Lot Acreage
36—50 feet	30
55 feet	>30—45
60 feet	>45—60
65 feet	>100

And:

(4) Accessory Industrial Uses: structures accessory to a primary industrial use located in the M-1, M-2, and BTP zoning classifications including; silos, water towers, windmills, chimneys, smokestacks, radio or television towers, masts, aerials, elevators, and conveyors shall comply with the following requirements: Any accessory structure exceeding 35 feet in height must be set back a minimum of 15 feet for every foot of height over 35 feet from the following:

a. This setback is measured in a straight line from the nearest residential or agricultural property line existing at the time the building permit application for the accessory structure is submitted to the Town.

c. This setback shall also be measured in a straight line from the right of way line for any property fronting SR-74, using the property line existing at the time the building permit application is submitted.

- (c) *Multiple-frontage lots.* Lots which adjoin a public street on more than one side shall provide the minimum required front yard on each street.
- (d) *Projections into yards.*
 - (1) Every part of a required yard shall be open to the sky and unobstructed except for the ordinary projections of sills, belt courses, cornices, eaves, chimneys, buttresses and other ornamental and

architectural features of the principal building, provided that these features do not project more than three feet into any required yard or as provided elsewhere in this section.

- (2) An open, unenclosed porch or hard-surfaced terrace, steps, stoops and similar fixtures of a building may project into a required front yard or rear yard for a distance not to exceed ten feet, and into a side yard to a point not closer than five feet from any side lot line.
 - (3) Notwithstanding other provisions of this section, fences, walls, hedges, driveways and buffer areas may be permitted in any required yard or along the edge of any yard, provided that no fence, wall or hedge along the street-side corner lots shall violate the corner visibility and that no fence in a required front yard in a residential district shall exceed four feet in height.
- (e) *Guest houses.* Only one guest house is allowed per individual lot. Any living area included in an accessory structure is a guest house. A guest house shall not be used as tenant space. A guest house shall not exceed 700 square feet of heated and finished living space.

(Ord. No. 2017-06, § 2, 7-6-2017)

Attachment 2

Application



TOWN OF TYRONE
TEXT AMENDMENT APPLICATION

**PETITION TO THE TOWN OF TYRONE PLANNING COMMISSION AND TOWN COUNCIL
REQUESTING A TEXT AMENDMENT**

Text Amendment requests require a total of two (2) public hearings: one by the Planning Commission (4th Thursday of the month) and another public hearing by the Town Council. (3rd Thursday of the following month) Public hearings are held at the Tyrone Town Hall.

TEXT AMENDMENT APPLICATION FILING FEES- \$500.00

Application filing fees may be refunded ONLY when an application request is with drawn in writing by the applicant PRIOR TO placement of the legal advertisement for said public hearing request (at least 15 days before the scheduled Planning Commission public hearing)

CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED FOR TEXT AMENDMENT REQUEST

(All application/documentation must be complete at the time of application submittal or the application will not be accepted)

- 1) Application one (1) original and one (1) digital of completed application form
- 2) One (1) original and one (1) digital copy of proposed ordinance amendments (redlined)



Petition for A Text Amendment Town of Tyrone Code of Ordinances

Name: Brandon Bowen Email: bbowen@jbwpc.com

Petition Number: _____

Address: 15 South Public Square, Cartersville, GA 30120 Phone#: (770) 387-1373

PETITION TO AMEND CERTAIN PROVISIONS WITHIN THE TOWN OF TYRONE CODE OF ORDINANCES.

Brandon L. Bowen affirms that he/she is a resident or property owner or the specifically authorized agent of a resident or property owner within the Town of Tyrone.

He/She respectfully petitions the Town to amend the code of ordinances from its present state and tenders herewith the sum of \$ 500.00 to cover all expenses of the public hearings. He/She petitions the provisions of:

- Section 113.155 of Chapter 113 Zoning Article Subpart B; Land Use and Development
- Section _____ of Chapter _____ of Article _____
- Section _____ of Chapter _____ of Article _____
- Section _____ of Chapter _____ of Article _____

to be amended consistent with the recorded application associated with this petition.

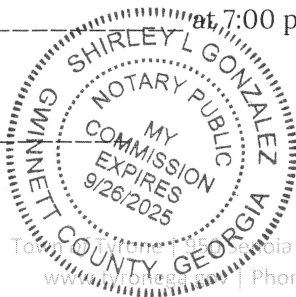
By: [Signature]
Owner/Agent

SWORN TO AND SUBSCRIBED BEFORE ME THIS 17 DAY OF October 2024.

PUBLIC HEARING to be held by the Town of Tyrone Planning Commission on the _____ day of _____, _____ at 7:00 p.m.

PUBLIC HEARING to be held by the Tyrone Town Council on the _____ day of _____, _____ at 7:00 p.m.

[Signature]
NOTARY PUBLIC
10/17/24



[Signature]
APPLICANT'S SIGNATURE

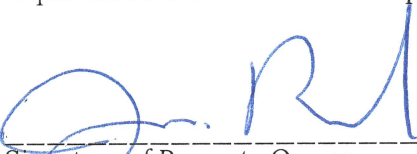


Conflict of Interest in Zoning Actions Application Form

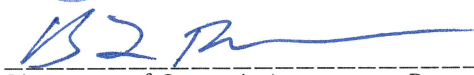
(Please Complete for each Property Owner)

Petition#: _____

The undersigned, making application for rezoning, variance, text amendment, or special exception, has compiled with the Official Code of Georgia Section 36-64 A01, et seq., Conflict of Interest in Zoning Actions and has submitted or attached the required information on the forms provided.

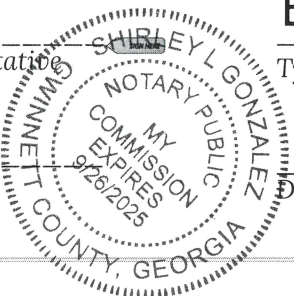

Signature of Property Owner

Jason Rash, Vice President
Type or Print Name and Title


Signature of Owner's Attorney or Representative

Brandon Bowen, attorney
Type or Print Name and Title


Signature of Notary Public




10-17-2024
Date

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Tyrone Planning Commission or member of the Tyrone Town Council?

- YES NO


Signature of Applicant

If the answer is yes, please complete the following section:

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250.00 or more)	Date Contribution was made (Within last 2 years)

Attach additional sheets if necessary to disclose or describe all contributions

TEXT AMENDMENT JUSTIFICATION

Name Oldcastle APG South, Inc.

Email of Applicant bbowen@jbwpc.com

Phone Number of Applicant (770) 387-1373

Mailing Address of Applicant 15 South Public Square, Cartersville, GA 30120

Code Section(s): 113.155

1. Current provisions of the text to be affected by the amendment (May use separate or additional sheet).

See Exhibit A

2. Proposed wording of text change.

Add new section 113.155(b)(4):

(4) In the M-2 district, structures accessory to the primary use, provided that the accessory structure is set back at least ten feet for every foot of accessory structure height from the nearest residential structure existing at the time that the building permit application for the accessory structure is submitted to the City.

3. Reason for the amendment request.

Oldcastle APG Inc dba Georgia Masonry Supply would like to utilize a 7 acre parcel (Parcel # 0744 025) on the north side of its property for production of Sakrete and Amermix bagging products. An existing building on the parcel currently used for storage would be converted into the manufacturing plant. As part of that conversion, a structure accessory 130' tall is needed to store and feed raw materials into the existing building as part of the manufacturing process. The project is estimated to create 16-20 new full time positions within 3 years.

This text amendment would allow the installation of the accessory structure, but still serve the purpose of the height restrictions in the M-2 district of protecting residential areas.

EXHIBIT A

Sec. 113-155. Exceptions to development standards.

- (a) *Double buffer.* When a required buffer area would abut and be contiguous to an established buffer area which meets all requirements of this section, then this additional required buffer area need not be established.
- (b) *Height requirements.* The height limitations as stated in this section shall not apply to the following:
 - (1) Barns, silos, or other farm structures when located on farms; belfries, cupolas and domes; monuments; water towers; windmills; chimneys; smokestacks; flagpoles; radio or television towers; masts and aerials;
 - (2) Bulkheads, elevator penthouses, water tanks and scenery lofts and similar structures, provided that these structures shall not cover more than 25 percent of the total roof area of the building on which the structures are located; and
 - (3) Soundstages associated with movie/media production studios in a Planned Industrial Park (PIP), provided that:
 - a. The front setback shall be increased two feet for every one foot of building height over 35 feet, or a raised landscape berm shall be constructed one foot high for every one foot of building height over 35 feet, or any combination thereof. 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; and
 - b. The required minimum acreage shall be increased based on building height per the table below:

Height Limit	Required Lot Acreage
36—50 feet	30
55 feet	>30—45
60 feet	>45—60
65 feet	>100

- (c) *Multiple-frontage lots.* Lots which adjoin a public street on more than one side shall provide the minimum required front yard on each street.
- (d) *Projections into yards.*
 - (1) Every part of a required yard shall be open to the sky and unobstructed except for the ordinary projections of sills, belt courses, cornices, eaves, chimneys, buttresses and other ornamental and architectural features of the principal building, provided that these features do not project more than three feet into any required yard or as provided elsewhere in this section.
 - (2) An open, unenclosed porch or hard-surfaced terrace, steps, stoops and similar fixtures of a building may project into a required front yard or rear yard for a distance not to exceed ten feet, and into a side yard to a point not closer than five feet from any side lot line.
 - (3) Notwithstanding other provisions of this section, fences, walls, hedges, driveways and buffer areas may be permitted in any required yard or along the edge of any yard, provided that no fence, wall or hedge along the street-side corner lots shall violate the corner visibility and that no fence in a required front yard in a residential district shall exceed four feet in height.
- (e) *Guest houses.* Only one guest house is allowed per individual lot. Any living area included in an accessory structure is a guest house. A guest house shall not be used as tenant space. A guest house shall not exceed 700 square feet of heated and finished living space.

(Ord. No. 2017-06, § 2, 7-6-2017)



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: February 6, 2025

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to Award the Joel Cowan Parkway Gateway Planting project PW-2024-24 to the Aabby Group in the amount of \$68,960.61.

BACKGROUND:

In 2024, the Town Manager obtained a Grant and GDOT permit for landscaping at the northbound and southbound Town entrance signs along Joel Cowan Parkway, SR-74. The bids were received on January 15, 2025, at 2 PM. The low bidder was Aabby at \$68,960.61.

FUNDING:

General Funds – Public Works (100-40-54.1223).

STAFF RECOMMENDATION:

Staff requests awarding the Joel Cowan Parkway Gateway Plantings project PW-2024-24 to the Aabby Group in the total amount of \$68,960.61.

ATTACHMENTS:

Bid tabulation form.

PREVIOUS DISCUSSIONS:

Budget meetings.



**Bid tabulation for: PW-2024-24
JOEL COWAN PARKWAY GATEWAY PLANTINGS
THE TOWN OF TYRONE, GA**

ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	TRI SCAPES, LLC ALPHARETTA, GA		AABBY GROUP TYRONE, GA		CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE
				UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE					
BASE BID												
	Acknowledged Addendum 1			Yes			Yes					
	Bid Bond (5%)			Yes			Yes					
Southbound Gateway												
1	Demolition, Mobilization, and Grading, complete	1	LS	\$ 49,126.93	\$ 49,126.93	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00		\$ 13,000.00		\$ 13,000.00
2	Clearing, Grubbing, and Trimming	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00		\$ 8,000.00		\$ 8,000.00
3	Bed Preparation & Soil Amendments	1	LS	\$ 2,137.50	\$ 2,137.50	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00		\$ 5,920.00		\$ 5,920.00
4	C. Canadensis / Eastern Redbud - 2.5" Cal.	10	EA	\$ 562.50	\$ 5,625.00	\$ 562.50	\$ 5,625.00	\$ 5,625.00		\$ 5,625.00		\$ 5,625.00
5	I. 'Nellie R. Stevens'/Nellie R. Stevens Holly - 2.5" Cal.	3	EA	\$ 515.63	\$ 1,546.89	\$ 387.50	\$ 1,162.50	\$ 1,162.50		\$ 1,162.50		\$ 1,162.50
6	L. Chinese rubrum 'Daruma'/Daruma Loropetalum - 3 Gal.	17	EA	\$ 26.25	\$ 446.25	\$ 49.88	\$ 847.96	\$ 847.96		\$ 847.96		\$ 847.96
7	M. Capillaris / Pink Muhly Grass - 3 Gal.	25	EA	\$ 22.41	\$ 560.25	\$ 32.38	\$ 809.50	\$ 809.50		\$ 809.50		\$ 809.50
8	M. PP 33,507 CPBRAAF / Blushing Drift Rose	24	EA	\$ 33.75	\$ 810.00	\$ 37.88	\$ 909.12	\$ 909.12		\$ 909.12		\$ 909.12
9	H. 'Stella De Oro' / Stella De Oro Daylily - 3 Gal.	34	EA	\$ 8.06	\$ 274.04	\$ 12.38	\$ 420.92	\$ 420.92		\$ 420.92		\$ 420.92
10	Long-Leaf Pinestraw Mulch	2,000	SF	\$ 0.46	\$ 920.00	\$ 0.30	\$ 600.00	\$ 600.00		\$ 600.00		\$ 600.00
11	Tif-Tuf Bermuda Sod	400	SF	\$ 0.84	\$ 336.00	\$ 1.00	\$ 400.00	\$ 400.00		\$ 400.00		\$ 400.00
Northbound Gateway												
12	Demolition, Mobilization, and Grading, complete	1	LS	\$ 49,856.56	\$ 49,856.56	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00		\$ 10,000.00
13	Clearing, Grubbing, and Trimming	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00		\$ 3,000.00
14	Bed Preparation & Soil Amendments	1	LS	\$ 3,918.76	\$ 3,918.76	\$ 3,340.00	\$ 3,340.00	\$ 3,340.00		\$ 3,340.00		\$ 3,340.00
15	C. Canadensis / Eastern Redbud - 2.5" Cal.	7	EA	\$ 562.50	\$ 3,937.50	\$ 562.05	\$ 3,934.35	\$ 3,934.35		\$ 3,934.35		\$ 3,934.35
16	I. 'Nellie R. Stevens'/Nellie R. Stevens Holly - 2.5" Cal.	5	EA	\$ 515.63	\$ 2,578.15	\$ 387.50	\$ 1,937.50	\$ 1,937.50		\$ 1,937.50		\$ 1,937.50
17	L. Chinese rubrum 'Daruma'/Daruma Loropetalum - 3 Gal.	36	EA	\$ 26.25	\$ 945.00	\$ 49.88	\$ 1,795.68	\$ 1,795.68		\$ 1,795.68		\$ 1,795.68
18	M. Capillaris / Pink Muhly Grass - 3 Gal.	38	EA	\$ 22.41	\$ 851.58	\$ 32.38	\$ 1,230.44	\$ 1,230.44		\$ 1,230.44		\$ 1,230.44
19	M. PP 33,507 CPBRAAF / Blushing Drift Rose	24	EA	\$ 33.75	\$ 810.00	\$ 37.88	\$ 909.12	\$ 909.12		\$ 909.12		\$ 909.12
20	H. 'Stella De Oro' / Stella De Oro Daylily - 3 Gal.	54	EA	\$ 8.06	\$ 435.24	\$ 12.38	\$ 668.52	\$ 668.52		\$ 668.52		\$ 668.52
21	Long-Leaf Pinestraw Mulch	3,500	SF	\$ 0.46	\$ 1,610.00	\$ 0.30	\$ 1,050.00	\$ 1,050.00		\$ 1,050.00		\$ 1,050.00
22	Tif-Tuf Bermuda Sod	900	SF	\$ 0.84	\$ 756.00	\$ 1.00	\$ 900.00	\$ 900.00		\$ 900.00		\$ 900.00
23	Special Allowance	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		\$ 2,500.00		\$ 2,500.00
TOTAL BASE BID					\$ 144,981.65	\$	\$ 68,960.61	\$ 68,960.61		\$ 68,960.61		\$ 68,960.61

Bids Received by: Scott Langford Witnessed by: Curtis Carson * Corrected for math error

STATE OF GEORGIA

TOWN OF TYRONE

ORDINANCE

NO. 2025-____

AN ORDINANCE TO AMEND THE CHARTER OF THE TOWN OF TYRONE, GEORGIA; TO REVISE PROVISIONS PERTAINING TO QUORUM AND VOTING; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF TYRONE AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CHARTER OF THE TOWN OF TYRONE AS IT PERTAINS TO ORGANIZATION AND PROCEDURES OF THE LEGISLATIVE BRANCH (CHAPTER 2 OF ARTICLE II), BE AMENDED AS FOLLOWS:

Section 1. By deleting Section 2.204, pertaining to “Quorum; voting”, of Chapter 2 of Article II, in its entirety, and by replacing it with a new Section 2.204 in Chapter 2 of Article II, to be numbered and read as follows:

Sec. 2.204. Quorum; voting.

Three elected officials (i.e., three councilmembers or, alternatively, the mayor and two councilmembers) shall constitute a quorum and shall be authorized to transact business of the council. Voting on the adoption of ordinances shall be taken by voice

vote and the ayes and nays shall be recorded in the journal, but any member of the council shall have the right to request a roll-call vote. A majority vote of the members present shall be required for the adoption of any ordinance, resolution, or motion. The mayor shall vote only in the event of a tie vote, and such vote shall contribute to a majority in such an event.

Section 2. This amendment to the Charter of the Town of Tyrone shall become effective immediately upon its final adoption by the Mayor and Council for the Town of Tyrone.

Section 3. All other amendments to the Charter or portions of the Charter in conflict with this amendment are hereby repealed.

Section 4. This ordinance was adopted at two (2) regular meetings of the Mayor and Council not less than seven (7) nor more than sixty (60) days apart. The first such meeting was held on February 6, 2025, and the second meeting was held on February 20, 2025.

Section 5. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of

this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Mayor and Council hereby declare that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this _____ day of _____, 2025.

MAYOR AND COUNCIL FOR THE TOWN OF TYRONE

By: _____
Eric Dial, Mayor

(SEAL)

ATTEST:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney

Sec. 2.204. Quorum; voting.

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

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



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: February 6, 2025

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to Award the Palmetto Road at Arrowood / Spencer Lane Roundabout PW-2021-13-04 to Southeastern Site Development, Incorporated in the amount of \$2,314,796.71.

BACKGROUND:

As part of the 2017 SPLOST, a roundabout (RAB) was proposed at the intersection of Palmetto, Spencer and Arrowood roads. The proposed RAB was for a mini roundabout. In August 2020, the Town took proposals from engineers to evaluate the intersection and hired Maldio and Wilburn to perform the study. In March 2021, the study was completed and presented to the Council with a recommendation against a mini roundabout and a recommendation for a full RAB. Staff developed a request for proposals for hiring a transportation engineer of record that could design the RAB as well as other projects. In December 2021 the RAB project was assigned to POND for design. In September 2023, staff presented the 90% design plans to Council for approval and to start land acquisition. In December 2024, the land acquisition was completed, and the project was advertised for bids. Bids were received on January 15, 2025, at 10 AM. The low bidder was Southeastern Site Development, Incorporated at \$2,314,796.71 for the base bid. Staff added bid alternates in the event the project came in over budget. These were deduct alternates with lesser quality items; therefore, the staff recomends not accepting the bid alternates as the project is well within budget.

FUNDING:

2017 SPLOST - Account ID: 321-49-54.1414

STAFF RECOMMENDATION:

Staff requests awarding the Palmetto Road at Arrowood / Spencer Lane Roundabout project PW-2021-13-04 to the Southeastern Site Development, Incorporated in the amount of \$2,314,796.71.

ATTACHMENTS:

Bid tabulation form.

PREVIOUS DISCUSSIONS:

Budget & SPLOST 2017 meetings. See "Background" above for additional discussions.



Bid tabulation for: PW-2021-13-04
PALMETTO ROAD AT ARROWOOD/SPENCER LANE ROUNDABOUT
THE TOWN OF TYRONE, GA

ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	BRTU CONSTRUCTION		BACKBONE INFRASTRUCTURE		SOUTHEASTERN		HELIX	
				UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE
BASE BID Acknowledged Addenda Bid Bond (5%) Total Base Bid (including Special Allowance)											
				1	LS	\$ 3,346,391.06	\$ 3,316,186.00	\$ 2,314,796.71	\$ 2,665,471.00		
TOTAL BASE BID											
BID ALTERNATES											
BA1	Hydroseed	1.47	AC		\$ 3,719.10	\$ 6,174.00		\$ 6,165.18		\$ 7,350.00	
BA2	Concrete Truck Apron, 10 Inch, color and stamped	310	SY		\$ 78,430.00	\$ 62,000.00		\$ 75,020.00		\$ 117,800.00	
BA3	Concrete Paver Strips, 6 Inch, color and stamped	60	LF		\$ 17,820.00	\$ 10,800.00		\$ 18,600.00		\$ 18,000.00	

Red denotes math error

Scott Langford

Bids Received by: Scott Langford Witnessed by: Sandy Beach

Page 1 of 3

Bid tabulation for: PW-2021-13-04 PALMETTO ROAD AT ARROWOOD/SPENCER LANE ROUNDABOUT THE TOWN OF TYRONE, GA											
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	WILSON CONST		SUMMIT CONST		MCLEROY		PIEDMONT PAVING	
				UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE
BID DATE: January 15, 2024 @ 2:00 PM BASE BID Acknowledged Addenda Bid Bond (5%) Total Base Bid (including Special Allowance)											
		1	LS		\$ 2,655,671.00		\$ 3,389,717.63		\$ 3,362,145.48		\$ 3,135,438.00
TOTAL BASE BID											
BID ALTERNATES											
BA1	Hydroseed	1.47	AC		\$ 3,675.00		\$ 5,145.00		\$ 17,787.00		\$ 4,042.50
BA2	Concrete Truck Apron, 10 Inch, color and stamped	310	SY		\$ 69,750.00		\$ 96,100.00		\$ 69,440.00		\$ 57,350.00
BA3	Concrete Paver Strips, 6 Inch, color and stamped	60	LF		\$ 13,500.00		\$ 14,400.00		\$ 12,000.00		\$ 11,700.00

Red denotes math error

Bids Received by: Scott Langford

Witnessed by: Sandy Beach

Page 2 of 3



Bid tabulation for: PW-2024-13-04
PALMETTO ROAD AT ARROWOOD/SPENCER LANE ROUNDABOUT
THE TOWN OF TYRONE, GA

BID DATE: January 15, 2024 @ 2:00 PM		E.R. SNELL		CORBETT GROUP					
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE
BASE BID									
	Acknowledged Addenda			YES				YES	
	Bid Bond (5%)			YES				YES	
	Total Base Bid (including Special Allowance)	1	LS		\$ 2,726,950.39		\$ 3,432,246.75		
TOTAL BASE BID									
BID ALTERNATIVES									
BA1	Hydroseed	1.47	AC		\$ 2,087.40		\$ 5,880.00		
BA2	Concrete Truck Apron, 10 Inch, color and stamped	310	SY		\$ 81,220.00		\$ 63,550.00		
BA3	Concrete Paver Strips, 6 Inch, color and stamped	60	LF		\$ 9,240.00		\$ 11,400.00		

Red denotes math error

Bids Received by: Scott Langford

Witnessed by: Sandy Beach