



TOWN COUNCIL MEETING

May 05, 2022 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

AGENDA

Social Distancing will be observed, and seating is limited. The meeting can be accessed live at www.tyrone.org/youtube. If you do not plan to attend, please send any agenda item questions or comments to Town Manager Brandon Perkins (bperkins@tyrone.org).

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

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

1. Consideration to approve the minutes from April 21, 2022.

VII. PRESENTATIONS

2. Proclamation for Professional Municipal Clerk's Week
3. Employee Service Recognition for Lynda Owens: 15 Years of Service to the Town.

Brandon Perkins, Town Manager

VIII. PUBLIC HEARINGS

- [4.](#) Public hearing to brief the community on the contents of the 2022 Town of Tyrone Comprehensive Plan Update and to notify the community of the Comprehensive Plan's submission to the Atlanta Regional Commission and Georgia Department of Community Affairs for review. ***Phillip Trocquet, Town Planner***

IX. OLD BUSINESS

- [5.](#) Consideration of a proposal from Keck & Wood to provide Master Planning services for the Redwine Park revitalization project, which includes pickle ball courts, in the amount of \$5,750.00. - ***Brandon Perkins, Town Manager***

X. NEW BUSINESS

- [6.](#) Consideration to Award the 2022 Stormwater Infrastructure Inspection Services Project Number PW-2022-06.

Scott Langford, Public Works Director and Town Engineer

- [7.](#) Consideration to Award the 2022 Asphalt Resurfacing Project Number PW-2022-05.

Scott Langford, Public Works Director and Town Engineer

- 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

April 21, 2022 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

AGENDA

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V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

Voting Yea: Council Member Howard, Council Member Hill.

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. Consideration to approve the minutes from April 7, 2022.

A motion was made to approve the consent agenda.

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

Voting Yea: Council Member Hill, Council Member Campbell.

VII. PRESENTATIONS

Town Council Meeting

April 21, 2022

2. Proclamation for the Retirement of Cindy Ferrill, Library Assistant.

Mayor Dial read the proclamation. He stated that Mrs. Ferrill had been the Children and Youth Coordinator for over 25-years. She had also prepared children for school with the Summer Reading programs. She also worked with the CAREing Paws program, where children were able to read with therapy dogs. Mrs. Ferrill was supported by her husband, sister, library staff, current and former, and also Friends of the Library representatives were in attendance too.

Ms. Ferrill gave a heart-felt speech sharing her appreciation for her husband, daughters and sister, parents, friends, and fellow staff members, Mayor and Council, all town departments, Friends of the Tyrone Library, and especially the children and patrons. She added that working for the library for over 25-years included everything that she loved; books, crafts, children, and dogs. She was looking forward to her new chapter. Mayor Dial spoke on behalf of everyone, sharing that Mrs. Ferrill was a Town treasure and it was truly a privilege honoring her.

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

3. Consideration of a Memorandum of Understanding (MOU) between the Town and the South Hampton Community Improvement Corporation (CIC) for the Town to serve in an advisory capacity on the CIC Watershed Advisory Committee.

Brandon Perkins, Town Manager

Mr. Perkins informed everyone that the South Hampton HOA owned a piece of property (Parcel ID 073902023) that contained a stream channel that had been damaged by extreme erosion over the last several years. The HOA, through a newly formed nonprofit called the South Hampton Community Improvement Corporation, had teamed up with a third-party entity to apply for a 319(j) grant through the Environmental Protection Division to assist them with the funding necessary to mitigate their erosion issues. He added that as part of the process, the CIC had requested that the Town provide staff resources to serve in an advisory capacity on its Watershed Advisory Committee. He shared that the MOU was in their packets and that no funding was involved. Staff had been meeting with the HOA since July of 2021 and by approving the MOU, the state may find them worthy of grant approval.

A motion was made to approve the Memorandum of Understanding between the Town and the South Hampton Community Improvement Corporation for the Town to serve in an advisory capacity on the CIC Watershed Advisory Committee.

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

4. Consideration to approve a letter to the Georgia EPD 319(h) grant program for the purpose of expressing the Town's support of the South Hampton Community Improvement Corporation (CIC) in its endeavor to receive funding for erosion mitigation on its property. **Brandon Perkins, Town Manager**

Mr. Perkins stated that the letter reflected the Town's support of the HOA's endeavors and for the approval of the grant. Mayor Dial informed Council that the HOA had received its non-profit status and had been working with the Fayette County School Board regarding environmental topics to make their grant status more powerful. He added that the HOA had been working hard to make this work.

A motion was made to approve the letter to the Georgia EPD 319(h) grant program to express the Town's support for the South Hampton Community Improvement Corporation.

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

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

Tyrone resident, Bob Swenson spoke regarding the ongoing railroad crossings being blocked by the train. Mr. Perkins shared that unfortunately, the Town had no control and no recourse regarding the issue. Mayor Dial added that he had to take four different routes to arrive on time for the meeting.

XII. STAFF COMMENTS

Mr. Perkins announced that the Sandy Creek Jazz Band would be performing in Shamrock Park tomorrow night from 6:00 pm – 9:00 pm.

Mr. Perkins informed Council that in 2009, as part of the Town's Local Government Risk Management Services (LGRMS) (insurance safety program), the Town was required to comply with certain policies to be eligible to apply for safety grants. If awarded, the grants could be used for various safety supplies. He thanked Mr. Bowman for stepping up to the plate to take over his position. Mr. Bowman was beginning his classes to maintain the Town's status. Mr. Perkins added that just this week, he and several other staff members were educated by Mr. Bowman at a Lunch and Learn session. He added that we all wear different hats, and he thanked Mr. Bowman for continuing the program.

Mr. Perkins updated Council regarding the Redwine Park SPLOST project. He stated that the current project concept included parking lot improvements, multiuse courts, playground improvements, and a pavilion. This was a large project for the \$350,000 funding.

A couple of months ago began the next phase to acquiring an engineering firm to create a master plan. After meeting with three firms, a local firm seemed to be a great fit. He shared that he planned on meeting a representative at the park tomorrow.

He suggested planning for 4-6 pickleball courts and a small pavilion. The following would be phased in, parking lot, playground, and path improvements. If the meeting went well, an agreement with the firm should be on the May 5th agenda for Council's consideration.

XIII. COUNCIL COMMENTS

Council Member Hill shared her appreciation for Mrs. Ferrill's tenure and added that her daughters were now in college but Mrs. Ferrill played a part in their education with many visits to the library.

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Furr.

Voting Yea: Council Member Hill, Council Member Campbell and Council Member Howard.

The meeting adjourned at 7:29 pm.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk

Proclamation

***53rd Annual Professional Municipal Clerk's Week
May 1 – May 7, 2022***

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, WE, The Mayor & Members of the Town Council, do hereby recognize the week of May 1 through May 7, 2022, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Dee Baker, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS THEREOF, I have hereunto set my hand, and have caused the Official Seal of the Town of Tyrone, Georgia, to be affixed this the 5th day of May, 2022.

**MAYOR AND COUNCIL
TOWN OF TYRONE**

Eric Dial, Mayor

Dee Baker, Town Clerk
Attest

CERTIFICATE OF APPRECIATION

THE TOWN OF TYRONE RECOGNIZES

LYNDA OWENS

FOR

15 YEARS

OF DEDICATED SERVICE

MAY 14, 2007 – MAY 14, 2022



Eric Dial
Mayor

Brandon Perkins
Town Manager



STAFF REPORT

Town Council Meeting

May 5th, 2022 / 7:00 pm / Regularly Scheduled Meeting

Subject: 2022 Comprehensive Plan Submission to ARC & DCA

1. **Background/History:** The Town of Tyrone Comprehensive Plan update has reached its final draft form. This hearing is to notify the public that after Council review, this plan will be submitted to the Atlanta Regional Commission and Georgia Department of Community Affairs for their review and approval. Once ARC and DCA complete their review, the plan will come back to the Town for final adoption.
2. **Findings/Current Activity:** This is a 5-year update to the comprehensive plan and is more of a revision than a full rewrite. The major changes in the plan are as follows:
 - a. Updated community demographic and economic statistics consistent with the latest census.
 - b. Updated community input sections outlining the comments and conversations had with citizens in our public engagement activities.
 - c. Expanded sections on downtown development consistent with the Town's recently completed *Envision Tyrone* Town Center Plan (LCI).
 - d. Expanded sections on multi-use infrastructure planning, projects, and strategies.
 - e. Expanded sections on the northern portion of the SR-74 Corridor consistent with Economic Development discussions held since 2017.
 - f. Revised version of the Future Development Map outlining the character area boundaries of the Town consistent with citizen input and council approval.
3. **Actions/Options/Recommendations:** Staff recommends submission of the final draft of the Comp Plan to ARC and DCA pending a final review from the Town Council.

**COUNCIL AGENDA ITEM COVER SHEET****Meeting Type:** Council - Regular**Meeting Date:** May 5, 2022**Agenda Item Type:** Old Business**Staff Contact:** Brandon Perkins, Town Manager

STAFF REPORT**AGENDA ITEM:**

Consideration of a proposal from Keck & Wood to provide Master Planning services for the Redwine Park revitalization project, which includes pickle ball courts, in the amount of \$5,750.00.

BACKGROUND:

Council approved \$350,000 in the current (2017) SPLOST for improvements and redevelopment at Redwine Park. These proposed improvements included the addition of pickle ball courts, a small pavilion, playground improvements, and parking lot improvements. Due to current market rates, it is not likely that the Town will see the entirety of this proposal come to fruition at this time given the \$350,000 budget. However, Council has placed a focus on the pickle ball aspect of the project given the increase in citizen interest in the activity. That being the case, the master plan for this project will include multiple phases that can be addressed at different times as funding allows with pickle ball being the primary focus of phase 1.

Staff's goal is to utilize the full \$350,000 from the 2017 SPLOST to complete phase 1 during FY2023. Approval of this agenda item is the first step towards making that happen. As you can see in the attached proposal, Keck and Wood will provide a phased master plan (which will be presented to you for final approval) that will be used for construction planning.

FUNDING:

The cost of this item is \$5,750.00 from SPLOST.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Keck and Wood Letter

PREVIOUS DISCUSSIONS:

Mr. Lynn requested Council to approve another firm to complete master planning for this project on December 7, 2017 in the amount of \$30,000, but it was denied and Council requested Staff to ascertain whether Mallett Consulting could perform this service. On February

1, 2018, Mr. Lynn reported to Council that Mallett had no park master planning experience and did not recommend additional action at that time.

February 28, 2022
Mr. Scott Langford
Town of Tyrone
950 Senoia Road
Tyrone, GA 302900
Sent Via Email: slangford@tyrone.org

Re: Proposal for Professional Services
Dorothea Redwine Park Masterplan

Dear Mr. Langford:

It is our understanding that the Town of Tyrone desires to redevelop portions of Dorothea Redwine Park. The proposed improvements will include a softball field, 8 pickleball courts, a sand volleyball court, playground improvements, trail resurfacing, a small pavilion, and parking improvements. Keck & Wood will update the attached masterplan using the noted directions provide by the Town. We will work closely with the Town of Tyrone during this masterplanning process.

Following is our detailed scope of services:

SCOPE OF SERVICES

MASTERPLANNING

Based on previously prepared masterplan and direction given by the Town of Tyrone, we will prepare a new masterplan document. We will also provide an estimate of construction cost. Following are tasks associated with this phase of project development:

- Create a 24" x 36" black and white masterplan using aerial photography
- 1 Meeting with Town to review the masterplan
- Revise the masterplan per Town comments
- Submit the final digital 24' x 36" rendered masterplan
- Estimate of Construction Cost based on final masterplan

FEE SCHEDULE

Compensation for work performed shall be according to the fees noted below. The attached Terms and Conditions apply to this contract. Our proposed fees are as follows:

1. Masterplanning	\$ 5,750.00
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Again, thank you for this opportunity to submit on this exciting work. If you have any questions or need additional information, please call.

Sincerely,
KECK & WOOD, INC.



Tripp Barrineau, PLA
Associate Vice President

ACCEPTED by Town of Tyrone

This _____ day of _____, 2022

By: _____

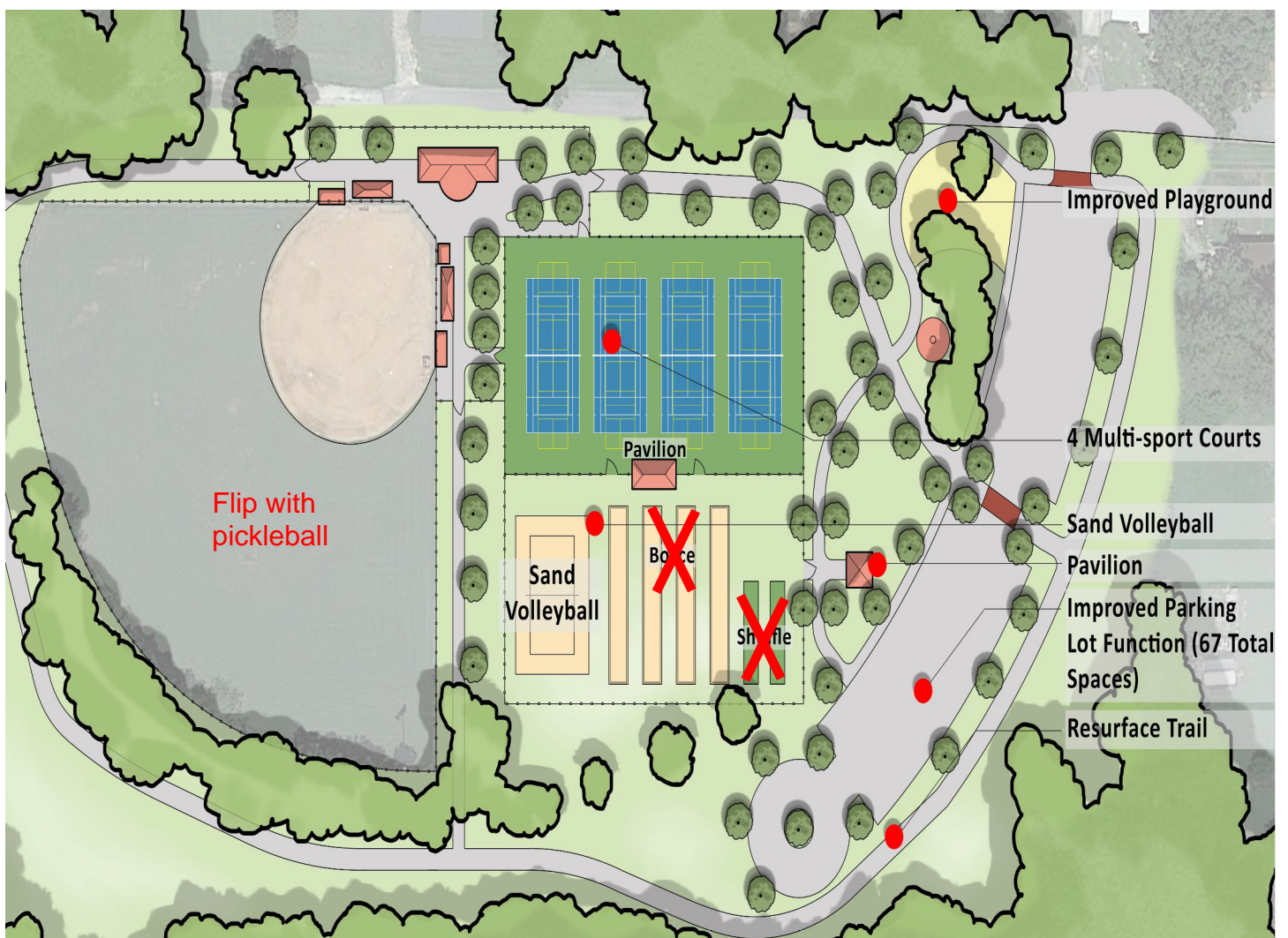
Title: _____

{4} Dorothea Redwine Park Multiuse Redevelopment

Funding Required: \$350,000

Completion Date: 2018

The redevelopment of this secondary park will include many additions that are currently unavailable at the existing recreational facilities. In particular, one of the two softball fields will be converted into courts for tennis/pickleball with the remaining area housing a small pavilion, sand volleyball pit, bocce courts, and shuffleboard decks. Additional playground equipment will be installed as well as increased parking segregated from the resurfaced walking trail around the property.



Notes from Town

We are considering to have 8 pickleball courts instead of 4 multiuse courts. We will want to flip the design from what is on the concept and keep the softball field that is closest to the parking lot and then move the new courts and play areas to the other field. Parking, trail, and one pavilion are also part of the project. We are not interested in the Bocce or Shuffleboard.

-

TERMS AND CONDITIONS OF SERVICE

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

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

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

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

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

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

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

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

10. **BASIS OF PAYMENT:** The Client agrees to compensate the consultant as provided on

the attached proposal. In the event a preliminary estimate of compensation is provided, the Consultant shall endeavor to accomplish services within that estimate, but the Consultant shall not be bound to estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

Section IX, Item 5.

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

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

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

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

15. **WARRANTY: CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**

16. **LIABILITY LIMIT:** Should Consultant or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon Consultant's work agree that the maximum aggregate amount of the liability of Consultant, its officers, employees and agents shall be limited to \$25,000 or the total amount of the fee paid to Consultant for its work performed with respect to the project, whichever amount is greater. In the event Client is unwilling or unable to limit consultant's liability in accordance with the provisions set forth in this paragraph, Client may upon written request of client received within five days of Client's acceptance hereof, increase the limit of Consultant's liability to \$250,000 or the amount of consultant's fee, whichever is the greater, by agreeing to pay Consultant a sum equivalent to an additional amount of 5% of the total fee to be charged for Consultant's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. No action or claim, whether in tort, contract, or otherwise, may be brought against Consultant, arising from or related to Consultant's work, more than two years after the cessation of Consultant's work hereunder, regardless of the date of discovery of such claim.

17. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

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

19. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superceded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, condition or covenant shall not be construed by the other party as a waiver of a subsequent provision of the same by the other party.



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: May 5, 2022

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to Award the 2022 Stormwater Infrastructure Inspection Services project number PW-2022-06 to Integrated Science & Engineering (ISE)

BACKGROUND:

Per the Clean Water Act's National Pollutant Discharge Elimination System (NPDES) permit program, the United States Environmental Protection Agency (US EPA) regulates point sources that discharge pollutants to waters of the United States. The US EPA authorizes the Georgia Environmental Protection Division (GA EPD) to perform multiple permitting, administrative and enforcement aspects of the NPDES permit program, which includes oversight of permitted Municipal Separate Storm Sewer Systems (MS4s). The Town of Tyrone is required to comply with their approved Stormwater Management Program (SWMP) and submit MS4 annual reports to the GA EPD documenting program compliance. December 31, 2022 is the last day of the Town's current MS4 permit, which is on a 5-year permit cycle. Compliance requires stormwater infrastructure inspections and evaluations to be completed every five years. The data must be inputted into the Town's Geographical Information System (GIS) for reporting, tracking and information purposes.

When the Town's Environmental Tech resigned, there was time lost in the hiring of the new Environmental Specialist position. This loss time caused the stormwater infrastructure inspections to fall several months behind. In order to complete the inspections, evaluations and data input into the Town's Geographical Information System (GIS), the staff needs to hire assistance from a professional service provider to assist in completing the task within the required GA EPD timeframe.

A request for proposals was issued to firms who perform this service. The Town currently has 952 pipes/structures remaining of the 2,778 total that need to be inspected, evaluated, and input to the GIS database before December 31, 2022. Three proposals were received and the staff selected Integrated Science & Engineering, Inc. at the price of \$11,472.00.

FUNDING:

When budgets were completed for FY21/22, the budget did not include this specific item. The FY21/22 Public Works Budget has enough funding to complete this project in FY21/22 without sacrificing other budgeted projects.

STAFF RECOMMENDATION:



2022 Town of Tyrone Stormwater Pipes - Inventory and Assessment Needed

Town of Tyrone - Public Works





2022 Town of Tyrone Stormwater Pipes - Inventory and Assessment Needed - Map Sec A1

Town of Tyrone - Public Works





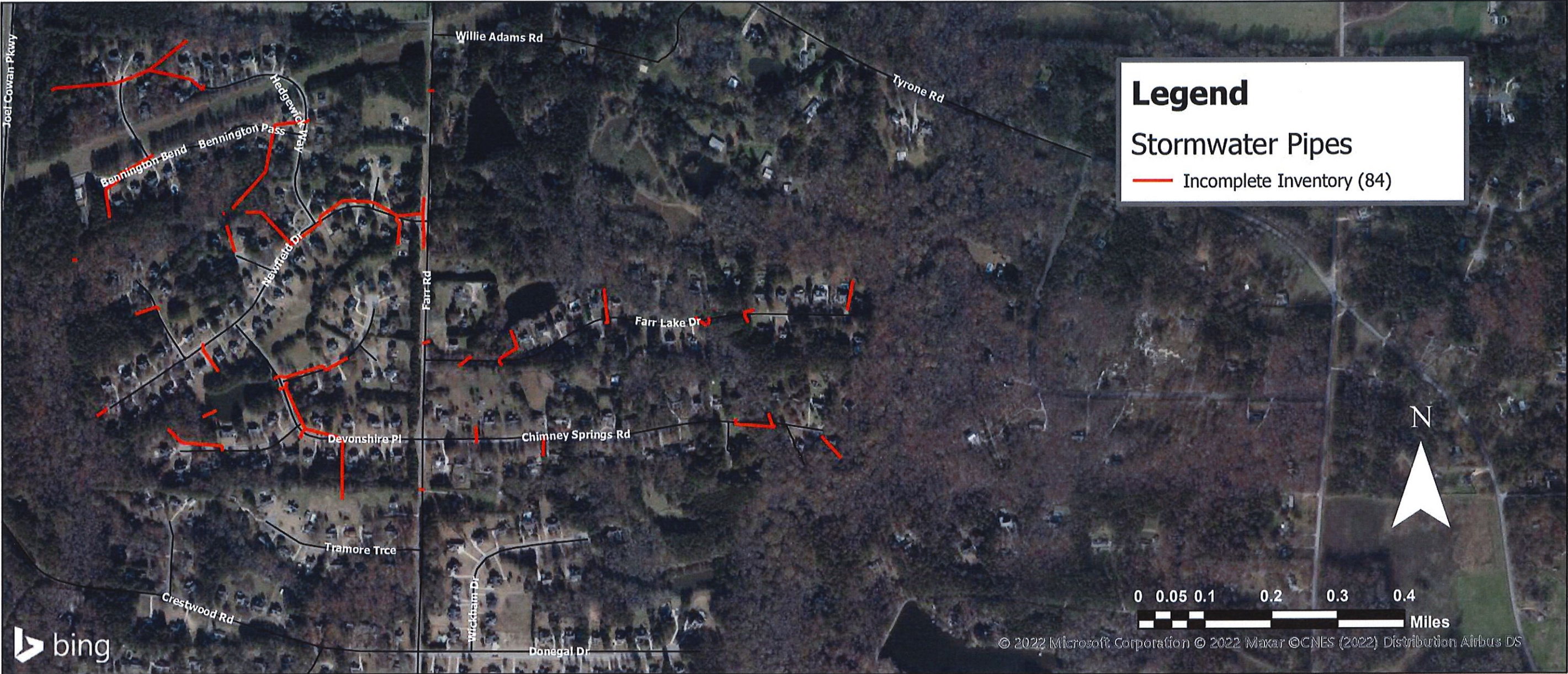
2022 Town of Tyrone Stormwater Pipes - Inventory and Assessment Needed - Map Sections A2 and A3

Town of Tyrone - Public Works



2022 Town of Tyrone Stormwater Pipes - Inventory and Assessment Needed - Map Section B2

Town of Tyrone - Public Works



2022 Town of Tyrone Stormwater Pipes - Inventory and Assessment Needed - Map Section B3

Town of Tyrone - Public Works

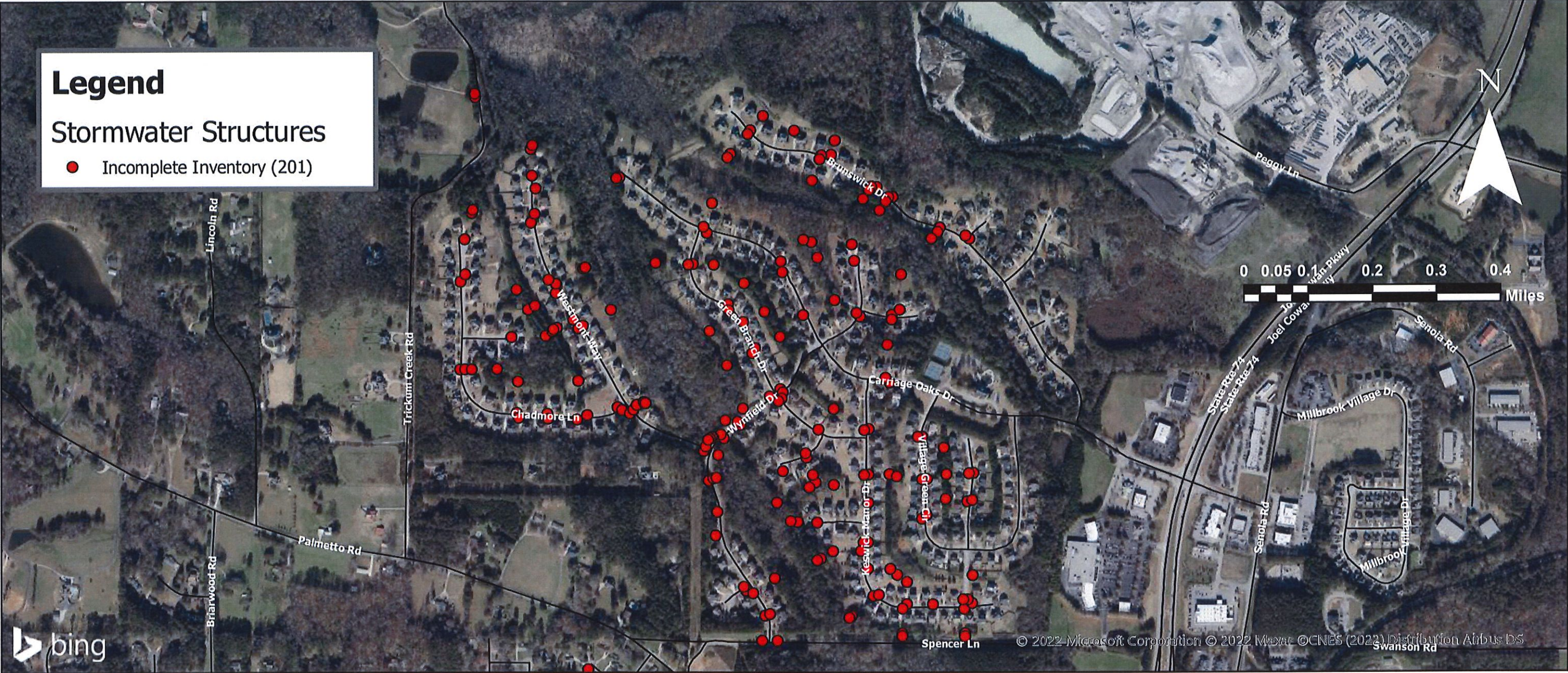




2022 Town of Tyrone Stormwater Structures - Inventory and Assessment Needed

Town of Tyrone - Public Works

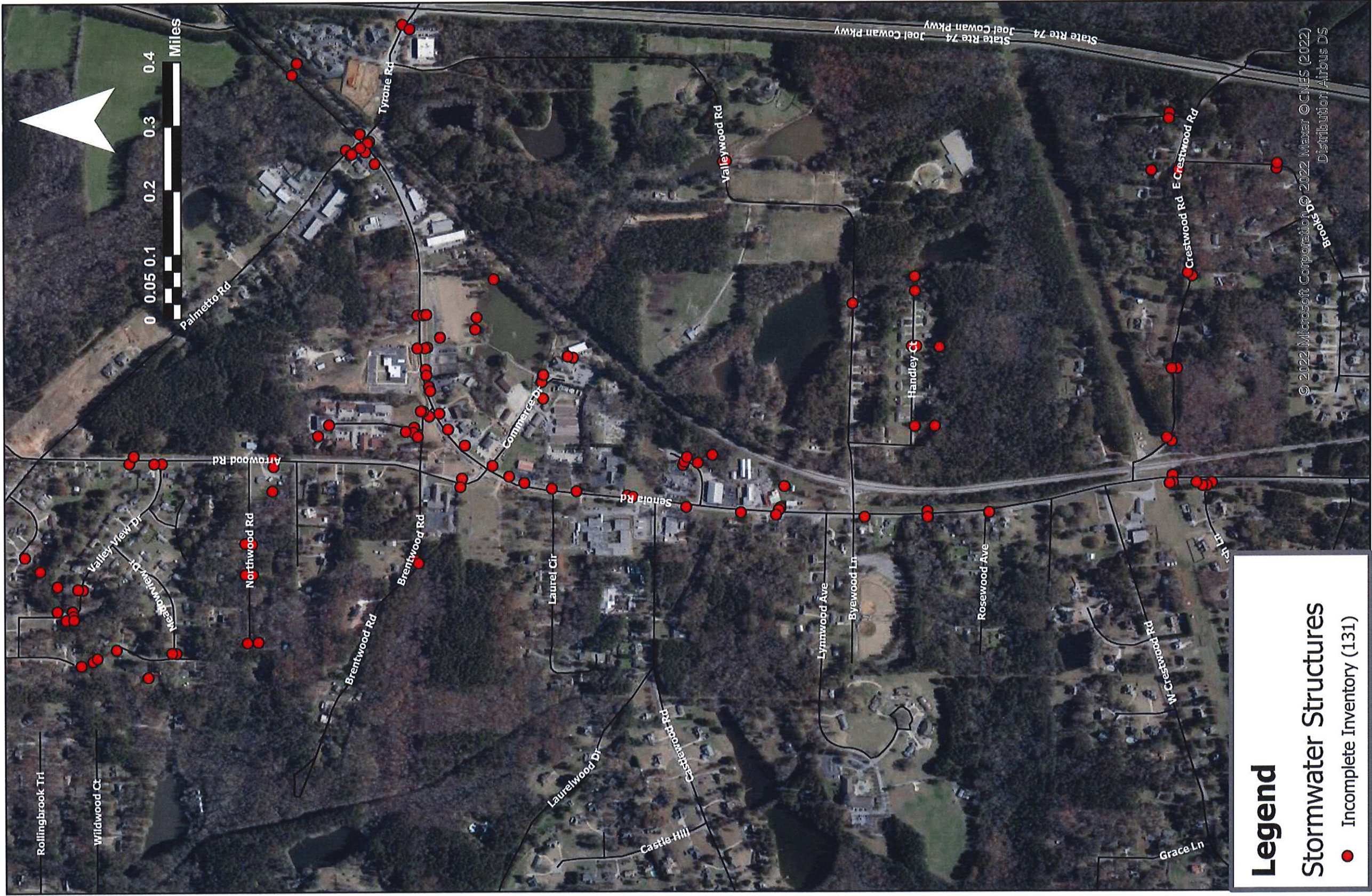




2022 Town of Tyrone Stormwater Structures - Inventory and Assessment Needed - Map Sec A1

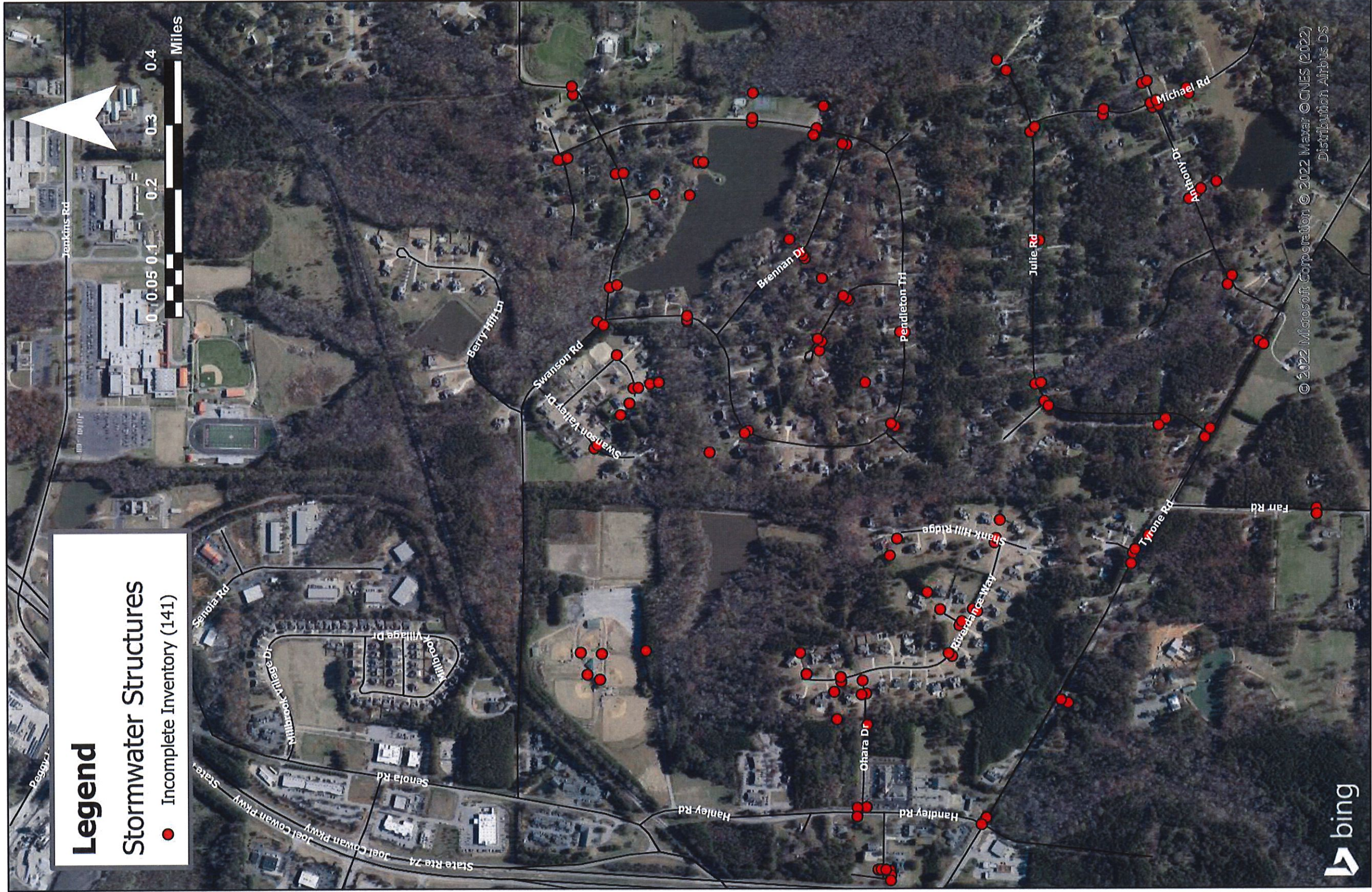
Town of Tyrone - Public Works





2022 Town of Tyrone Stormwater Structures - Inventory and Assessment Needed - Map Sections A2 and A3

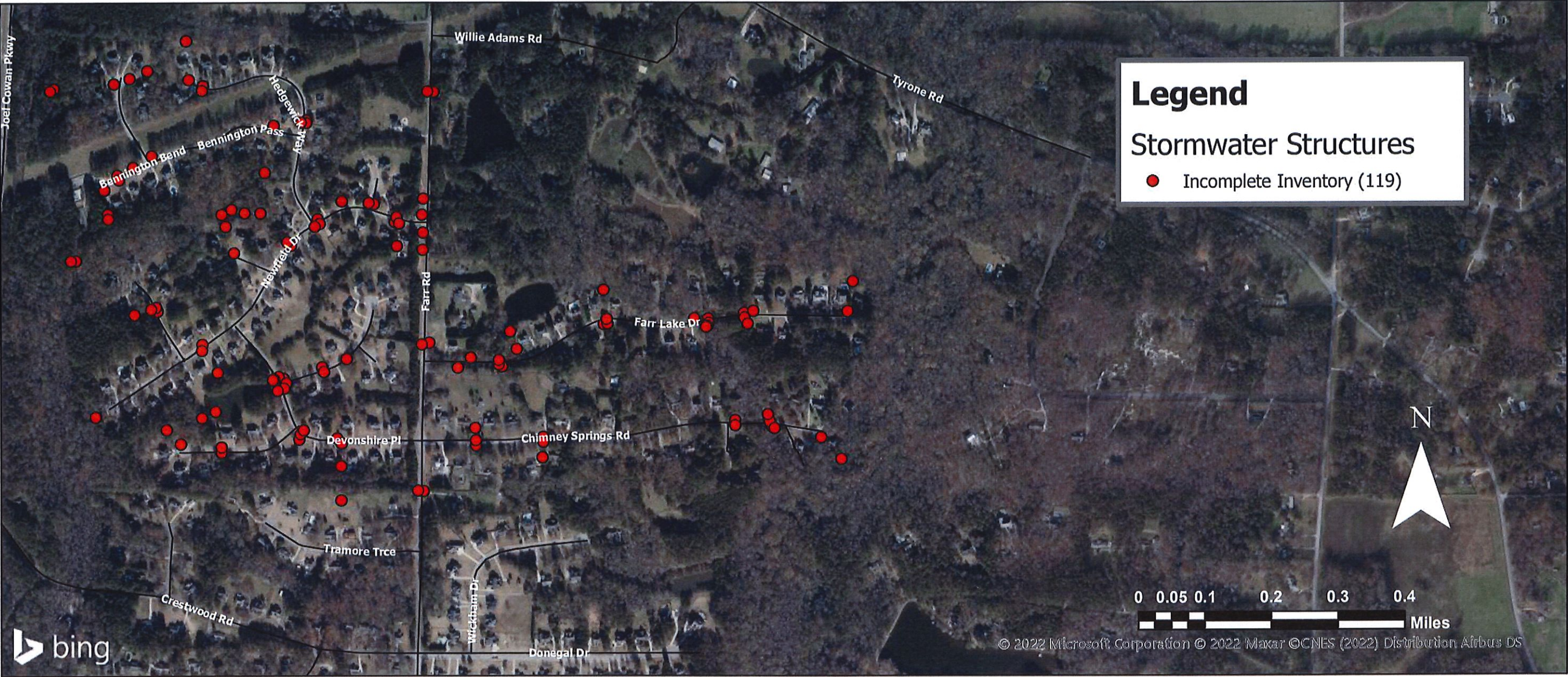
Town of Tyrone - Public Works



2022 Town of Tyrone Stormwater Structures - Inventory and Assessment Needed - Map Section B2

Town of Tyrone - Public Works





2022 Town of Tyrone Stormwater Structures - Inventory and Assessment Needed - Map Section B3

Town of Tyrone - Public Works





COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: May 5, 2022

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to Award the 2022 Asphalt Resurfacing project number PW-2022-05 to Piedmont Paving, Inc.

BACKGROUND:

Per our approved budget for FY21/22, the 2022 Asphalt Resurfacing Project # PW-2022-05 was bid on April 27, 2022. The low bidder was Piedmont Paving, Inc. at a total of \$316,570.12 for the base bid plus the bid alternate #1. This paving will repair sections of road on Carriage Oaks Drive, Millsford Court, Brunswick Drive, Stonewyk Drive, Park Haven Lane, and Ashland Trail. The project came within the Public Work's FY21/22 budget.

FUNDING:

General Fund 100-40-52-2205, SPLOST, and LMIG

STAFF RECOMMENDATION:

Staff recommends Awarding the 2022 Asphalt Resurfacing Project # PW-2022-05 to Piedmont Paving, Inc. for the Base Bid and Bid Alternate #1 at the total price of \$316,570.12 contingent upon Legal Counsel's approval of the contract documents.

ATTACHMENTS:

See attached Bid Tabulation.

PREVIOUS DISCUSSIONS:

This has been discussed in Council Meetings in the FY 21/22 Retreat Meeting (March 18, 2021) and the FY 21/22 Budget Meetings (June 2021).

2022 ASPHALT RESURFACING FOR THE TOWN OF TYRONE, GA									
Bid tabulation for:									
BID DATE: April 27, 2022 @ 10 AM									
Piedmont Paving									
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 1, 2 & 3			YES					
	Bid Bond (5%)			YES					
1	Traffic Control, Complete Pay Item 150-1000	1	LS	\$ 11,171.00	\$ 11,171.00				
2	Grading Complete Pay Item 210-0100	1	LS	\$ 18,782.00	\$ 18,782.00				
3	Recycled Asphalt 12.5mm Superpave, GP2 only, Inold Bit Mtl & HL Pay Item 402-3130	1596	TONS	\$ 129.69	\$ 206,985.24				
4	Tack Coat Pay Item 413-0750	1161	GAL	\$ 6.16	\$ 7,151.76				
5	Mill Asphalt 2.5" Depth Pay Item 432-0210	11608	SYD	\$ 3.39	\$ 39,351.12				
6	Thermoplastic Solid Stripe, 5", Yellow Pay Item 653-1502	315	LF	\$ 1.10	\$ 346.50				
7	Thermoplastic Solid Stripe, 24", White Pay Item 653-1704	200	LF	\$ 9.90	\$ 1,980.00				
8	Thermoplastic Solid Stripe, Yellow Pay Item 653-6004	128	SYD	\$ 11.00	\$ 1,408.00				
9	Raised Pavement Marker TP-1 Pay Item 654-1001	20	EACH	\$ 6.60	\$ 132.00				
10	Allowance for Contingency	1	LS	\$ 10,000.00	\$ 10,000.00				
TOTAL BASE BID				\$	297,307.62				
BID Alternate 1									
1	Recycled Asphalt Patching, Inold Bit Mtl & HL Pay Item 402-1802	67	TONS	\$ 287.50	\$ 19,262.50				
TOTAL BASE BID & BID ALTERNATE 1				\$	316,570.12				

Bids Received by: Scott Langford
Witnessed by: Devon Bouillion