



## TOWN COUNCIL MEETING

May 01, 2025 at 7:00 PM

*Revised: 04/25/2025*

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950 Senoia Road, Tyrone, GA 30290

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**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 April 17, 2025, Council minutes.

2. Approval to equip a 2024 Ford Interceptor Police vehicle for law enforcement use at 144th Marketing Group under state contract for \$5,985.00.

### VII. PRESENTATIONS

3. Building Brains from the Beginning, **Dr. Janet Gerard and Julie Turner**

4. Presentation of the Fayette County Safety Action Plan. **Matt Flynn, POND Co.**

### VIII. PUBLIC HEARINGS

5. Consideration for an Alcohol License application from DP&G Group d/b/a Modern Thai, located at 54 Carriage Oaks Drive, for retail consumption adding distilled spirits to their current retail consumption license for malt beverages and wine. **Dee Baker, Town Clerk**

## IX. OLD BUSINESS

- [6.](#) Consideration to approve a Resolution to adopt the Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2024), including Comprehensive Plan Amendments for Updates to the Capital Improvements Element and Short-Term Work Program (FY2025-FY2029). **Phillip Trocquet, Assistant Town Manager**
- [7.](#) Consideration to approve Change Order 2 for Construction Administration Services on the Palmetto Road at Arrowood / Spencer Lane Roundabout PW-2021-13-04 to POND, Incorporated in the amount not to exceed \$37,801.84. **Scott Langford, PE Public Works Director & Town Engineer**
- [8.](#) Consideration of a text amendment to Section 30-6 Rules and Regulations for parks regarding alcoholic beverage consumption on Town facilities. **Phillip Trocquet, Assistant Town Manager**
- [9.](#) *Consideration of a text amendment to Section 4-7 of Article VI of the Alcohol Ordinance regarding consumption and open containers.*
- [10.](#) Consideration of a text amendment to Section 4-202-203 of Article VI regarding sales of alcohol off-premises for catered functions. **Phillip Trocquet, Assistant Town Manager**
- [11.](#) *Consideration of a text amendment to Section 4-1 of Article VI of the Alcohol Ordinance regarding definitions.*

## X. NEW BUSINESS

- [12.](#) Consideration to purchase three Dell Pro Rugged Laptops for \$6,569.28 **Randy Mundy, Chief of Police**
- [13.](#) Consideration to adopt a revision to the Town of Tyrone fee schedule regarding Building, Planning & Zoning, Environmental, and Engineering fees. **Phillip Trocquet, Assistant Town Manager**
- [14.](#) Consideration to approve an Amendment 2 to the Inspection Services Agreement contract with SAFEbuilt, Inc regarding fee changes and retained percentages. **Phillip Trocquet, Assistant Town Manager**
- [15.](#) Consideration to Award the 2025 Stormwater Inspection Services project number PW-2025-10 to Integrated Science and Engineering in the amount of \$24,712. **by Scott Langford, PE Public Works Director & 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 17, 2025 at 7:00 PM**

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

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

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

Also present:

Randy Mundy, Police Chief  
Sandy Beach, Finance Manager  
Lynda Owens, Recreation Manager

Council Member Furr was absent.

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

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

**V. APPROVAL OF AGENDA**

A motion was made to approve the agenda.

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

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

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

1. Approval of the Annual Planning Workshop minutes from March 27, 2025, and regular meeting minutes from April 3, 2025.
2. Approval of the Bouncin' Bubbles event open to the public at Shamrock Park on Saturday, July 12 from 10:00 a.m. - 4:00 p.m.

3. Approval of Christmas decorations along Senoia Road for \$7,481.

A motion was made to approve the consent agenda.

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

## VII. PRESENTATIONS

4. State of the Town Address - Eric Dial, Mayor

It has been my honor to present the state of this town that we all love fourteen times now. Each time, including tonight, I could confidently say that the state of our town is strong and blessed.

Like any community, we have never been without our challenges, but overall, we can consider ourselves one of the best places in Georgia to live and work.

Tonight, I want to present to you a deeper look into our town and share with you the reasons we, as your leaders, make the decisions we make and set the stage for making decisions in the future.

I thought an effective way of doing so would be to utilize a SWOT analysis model. What are our strengths, weaknesses, opportunities, and threats?

After going through this exercise, hopefully, we will all know where we stand and how we can work together to decide where we want to go.

I think everyone would agree that our greatest strength is our people. Our residents AND our employees. As we look at our other strengths, many of them are a direct result of our people.

Our exceptional quality of life. Our annually top-rated safety. Our county's highly respected schools. All of these would not be possible without our people.

As for our employees, without hesitation, I would compare them with any other municipality. They're hard-working, bright, experienced, and they sacrificially commit themselves to the success of Tyrone. We thank you. Let's thank all of our employees.

I have always been comfortable in communicating our level of efficiency to our taxpayers. Council and staff share a philosophy of lean, effective governance. All spending, regardless of its purpose, is filtered through a lens of responsible stewardship.

Our team has done a great job of implementing new programs to enhance education and communication for our citizens. With Tyrone 101, Talk of the Town, social media, and email, we're certainly doing our part on keeping our people informed.

Another strength is our location. We are perfectly situated close enough to – and far enough away- from the interstate, one of the world’s busiest airports, Atlanta, the new U.S. Soccer Federation Headquarters, and Trilith.

This characteristic has and will be to our advantage as businesses look for a home. We have the potential to build on the success of attracting Microsoft by attracting other developments that are conducive to our desired vision.

We have done a good job of establishing a plan consistent with what the citizens have communicated to us. Through the Downtown Development Authority’s work and our own good planning, we have a reliable tool for improvement.

Our path system is undoubtedly a benefit to life in Tyrone. We are committed to its expansion within our town and connectivity with other areas.

Good leadership should never fail to recognize its weaknesses, so we know where to improve and what not to repeat.

Our tax base is far too dependent on the residential taxpayer. Many people don’t realize that almost without exception, residential development costs the town money in the long run.

We have grown as a bedroom community in suburban Atlanta, which is fine, but a healthy municipality has to balance its revenue, so we’re not forced to raise our millage rate.

As we inevitably grow, we are beginning to realize pressure on our infrastructure. We have to be mindful of our roads and sewer capacity as we make future decisions.

Additionally, we have prominent properties, especially in the downtown area, that are in need of improvement or utilization. We need to identify these properties and either utilize them ourselves or look for ways to encourage others to do so.

While we have a fantastic staff, we can’t take advantage of them and fail to offer the support they need. We recognize the expectations we have and the pressure we apply by operating so lean.

One final weakness is our reluctance to accept change. We need to all understand that growth will occur. It’s how we handle this growth that’s critical. We have to have a deliberate and controlled strategy rather than a “last person out turn off the lights” mentality.

So considering our strengths and weaknesses, what are our opportunities for a better Tyrone? Being stagnant will not result in a better Tyrone, but growing irresponsibly won’t either.

Our county is experiencing some exciting progress and planning for things in which we can participate to the extent we desire.

The technology, sports and entertainment industries worldwide are now calling Fayette County home. They recognize our value and attractiveness, and we would be foolish not to capitalize on this.

Our planning, zoning, and architectural standards all have to take into consideration a desire to attract businesses that are peripheral to these new industries and residential options that will draw new residents, especially in the younger demographic.

We are almost always engaged in some type of planning, and we turn to our residents and stakeholders to participate, so this opportunity is in your hands. We challenge you to get engaged and assist us in establishing the future of our town.

There are several accomplishments and wins on the horizon for Tyrone. The arrival of Microsoft, some low-impact commercial developments, a food truck park, a new stage at Shamrock Park, and various infrastructure improvements – these are all steps in the right direction to enhance an already great home.

Let's now evaluate the potential and existing threats to our success.

First and foremost, we have to all understand the realities of our revenue sources. Fortunately, the voters have approved two SPLOSTs in a row so we can depend on that funding for at least the next few years.

However, we have now been dealt a bad hand on our property tax revenue by way of HB 581 which places a cap on annual increases. If costs increase for us, which they inevitably do, we can only realize revenue increases of approximately 3%.

Therefore, if we want to fund capital improvements, give raises, etc., we have to find other ways to do so. As we push for more economic development to ease the burden, we are also forced to accept the fact that other, more undesirable alternatives are possible.

We've already discussed the fact that we operate on a very lean budget, so cuts are difficult to find.

Regardless of what we decide is the right formula, you can always count on the fact that our unanimous ultimate desire is to keep your taxes as low as possible while providing the standard of services you deserve.

Another threat falls directly on our backs as leaders as we are faced with making difficult decisions. Upon election, we commit to doing what is right, and that is not always what is popular.

Following the law, policies and private property rights are paramount. As someone who is naturally a people-pleaser, I'm the first to say this is not easy, but ultimately, it's our sworn obligation.

Like any community, we always consider the threats of crime, disasters, traffic, personal conflict, and varying belief systems, among others, but by God's mercy, we have done a good job of handling these things and have to continue to keep them in mind.

Moving forward, it's critical that we work together – council, staff, and the citizens – to plan and make decisions. We have to respect one another and be willing to compromise.

In a world of identity politics, frivolous litigation, and partisan polarization, we can be different from those who allow disagreement to divide them.

We should seek to be a refuge from the things that drive a wedge between us. This requires humility, patience with one another, wisdom, discernment, reason, and most importantly, God's provision and guidance.

In closing, let's commit to one another to mutually seek these things. If we remain in God's will, our town will be blessed.

I believe I speak for council in saying it is a pleasure and honor to serve you. You can trust that we understand the gravity of our positions and make every effort to represent you well. Thank you

5. Recognition of Fayette County High School Intern from the Fayette County Work-Based Learning Program. Devon Boullion, Environmental Specialist

Ms. Boullion recognized Fayette County High School Senior and Valedictorian, Ms. Jesna Thomas, for her internship with the Community Development and Civil/Environmental Engineering Departments. Ms. Boullion listed many duties Ms. Thomas had while she worked with us.

Ms. Melanie Duncan, Coordinator for the Fayette County Work-Based Learning Program, thanked Council and added that through the program, young people received opportunities to better understand what they may want to do for a career. Jesna thanked Ms. Boullion and Mr. Langford for their assistance through her internship.

## **VIII. PUBLIC HEARINGS**

## **IX. OLD BUSINESS**

6. Consideration to approve the 2024 Adams Lake Dam Improvements project PW-2024-10 plans and start land acquisition Scott Langford, PE Public Works Director & Town Engineer

Mr. Langford explained that currently, Adams Lake Dam was a Category 2 dam with the potential of being a Category 1. Council Member Campbell asked for the difference. Mr. Langford stated that Category 1 was the potential for loss of life. Council Member Whelan asked if the repairs would be for a Category 1 or 2. Mr. Langford stated that the repairs would be for the current rating, however, they would build upon it if upgraded.

If 90% of plans were approved, staff could begin land acquisition. The project would be funded by 2023 SPLOST funds. Mr. Langford shared that there was a possibility that through land acquisition there may be a piece of property that would be nonconforming because of the Town's actions. Mr. Davenport stated that when the time came, the property owner would be made aware.

A motion was made to approve the 90% construction plans and begin the land acquisition process with legal counsel for the 2024 Adams Lake Dam Improvements project number PW-2024-10.

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

## **X. NEW BUSINESS**

### **7. Consideration of an update to the Town's Procurement Policy. - Brandon Perkins, Town Manager**

Mr. Perkins explained that the packet had all red-letter proposed changes. He stated that in Section C, the Assistant Town Manager was added to the approval process and that threshold amounts were added so Public Works would have more leniency to obtain materials timelier for repairs. He reviewed each threshold amount and its increased amounts, along with the reasoning behind them such as time constraints and simplifying cumbersome procedures. He added that *Only the Mayor or the Mayor Pro Tem, in the absence of the Mayor, are authorized to sign binding contracts and purchase agreements on behalf of the Town.*

Council Member Campbell inquired about gratuities and gifts. Mr. Perkins stated that if Council wished to remove the section, they could but that there had not been an issue in the past with the \$25 limit nor accepting gifts such as tins of popcorn around the holidays from vendors. Council Member Hunter inquired about the future rise in costs of materials and vehicles. Mr. Perkins shared that he would come back to Council if the costs became too exorbitant.

A motion was made to approve the Town's Procurement Policy updates.

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

Ms. Baker announced that next week was the Georgia Municipal Association's 26th annual Georgia Cities Week and that Mr. Perkins intentionally scheduled the Tyrone 101 course to begin that week for those who have enrolled. Mr. Perkins added that he would like a couple of Council Members to attend the opening of Tyrone 101 on Tuesday night beginning at 6:00 p.m.

Mr. Perkins announced that Town Offices would be closed on Good Friday.

## **XIII. COUNCIL COMMENTS**

Council Member Hunter wished everyone a Happy Easter.

Scout Sam Brown from Troop 79 at Hopewell United Methodist was in attendance and addressed Council by saying that he wanted to learn more about the Town on his way to becoming an Eagle Scout.

Mayor Dial stated that the Spring Festival at Shamrock Park was a huge success and that he liked the set-up. Ms. Owens added that once again there was record-breaking attendance.

Council Member Whelan shared that the Open Space Prayer Walk event also went well with heart-felt prayers for the Town and community.

## **XIV. EXECUTIVE SESSION**

A motion was made to approve the Executive Session minutes from April 3, 2025.

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

## **XV. ADJOURNMENT**

A motion was made to adjourn.

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

The meeting adjourned at 7:42 p.m.

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

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



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** May 1, 2025

**Agenda Item Type:** Consent Agenda

**Staff Contact:** Chief Randy Mundy

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### STAFF REPORT

**AGENDA ITEM:**

Consideration to equip a 2024 Ford Interceptor Police vehicle for law enforcement use at 144<sup>th</sup> Marketing Group under state contract for \$5,985.00

**BACKGROUND:**

On November 21, 2024, the Town Council approved the purchase of a Ford Interceptor. This purchase was made to replace a patrol vehicle lost during an automobile accident utilizing insurance funds. We are seeking to equip this vehicle under State Contract at 144<sup>th</sup> Marketing Group for a cost of \$5,985.00

**FUNDING:**

100-30-54-2200

**STAFF RECOMMENDATION:**

Approval to fully equip a 2024 Ford Explorer Police vehicle for law enforcement use at 144<sup>th</sup> Marketing Group under state contract for \$5,495.00

**ATTACHMENTS:**

Quote from 144<sup>th</sup> Marketing Group

**PREVIOUS DISCUSSIONS:**

This item was originally introduced to Council during the November 21, 2024 council meeting

144th Marketing Group, LLC  
 611 Highway 74S, Suite 3000  
 Peachtree City, GA 30269  
 7706312937  
 www.144thfleet.com

## Estimate



ADDRESS
Maj. Van Brock Tyrone Police Department 945 Senoia Road Tyrone, GA 30290

SHIP TO
Maj. Van Brock Tyrone Police Department 945 Senoia Road Tyrone, GA 30290

ESTIMATE #	DATE
107774	04/07/2025

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	2021+ PIU Admin - (x1) with console VIN#:			0.00
				0.00
ENFWB	Supervisor Front interior - Vehicle specific -	1	1,050.00	1,050.00
3599L5	C3/Covert Siren-Remote System w/Hand Held Controller	1	395.00	395.00
C3100U	CODE 3/C3100 Speak with Universal Brackets	1	170.00	170.00
EMPS1STS3E	mpower® 3" Stud Mount Fascia Light for Ford Grille Mount application, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Dual Color - Blue/White	2	115.00	230.00
MR6MC-BW	MR6 multicolor LED, hood or flush mount (hardware included) blue/white	6	95.00	570.00
MR6LBKT	90 L shaped Bracket (MR6).	2	10.00	20.00
MICROPAK-DC-BW	Directional, 6-Pack LED Hide-a-Blast, 12-12V, 29FPs, multi color, blue/white	4	65.00	260.00
11.1005.STTBTL	Show-me taillight flasher	1	65.00	65.00
ENFWB	rear	1	850.00	850.00
425-6505	PI Utility 2020+ Contour Console (20" FP - 6" top 14" bottom)	1	335.00	335.00
425-6651	Assembly, 3 12V Outlets in 2" Faceplate (Plastic Cap)	1	45.00	45.00
425-1485	4" FP - Utility Box - Center Console (2.75" x 4" x8.5")	1	35.00	35.00
425-3704	4" Dual ABS Cup Holder (Internally Mounted)	1	45.00	45.00
425-6411	Armrest - Adjustable (4.125" x 9" x 11")	1	105.00	105.00
Tint Premium - 2 Roll- ups	Tint Premium - 2 Roll-ups only w/ strip	1	120.00	120.00
Labor	Installation of above and customer supplied radio.	1	1,495.00	1,495.00
Shipping	Shipping	1	195.00	195.00

SUBTOTAL	5,985.00
TAX	0.00
TOTAL	<b>\$5,985.00</b>

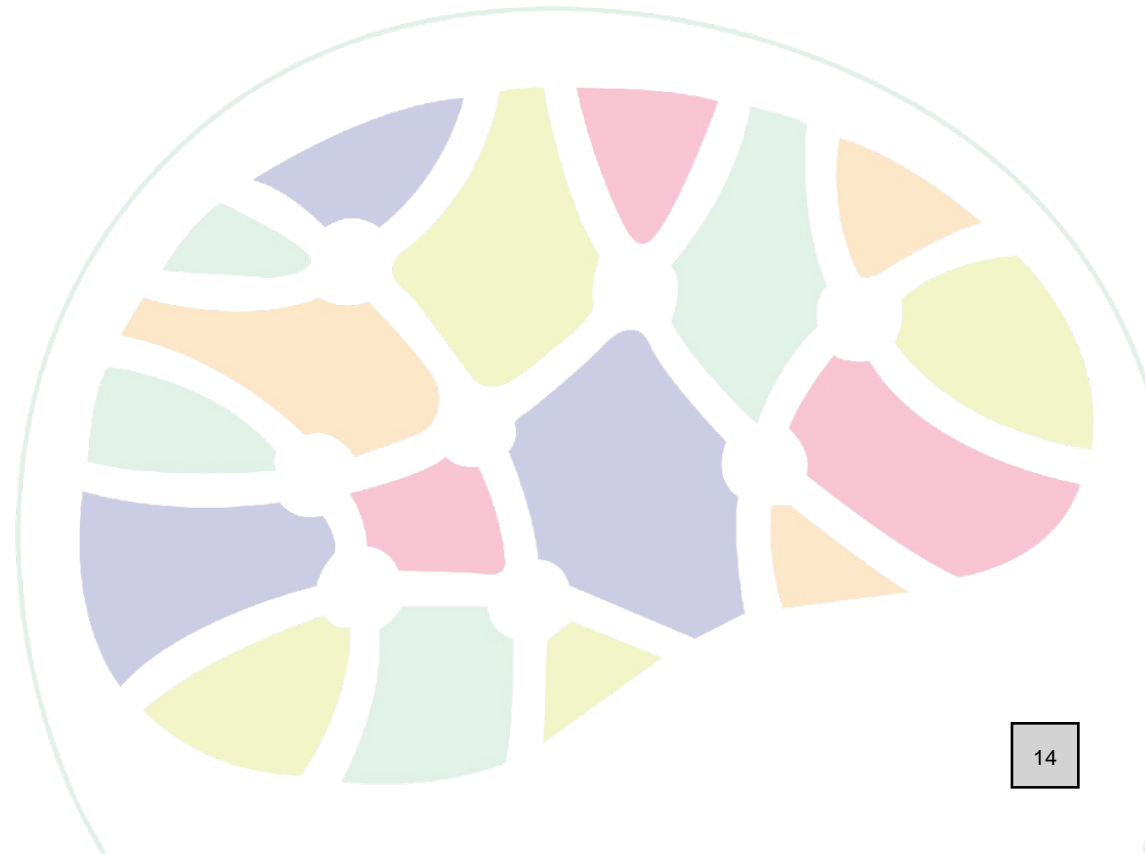
Accepted By

Accepted Date

# Building Brains from the Beginning

A Cross-section Community Initiative

**Building Brains**  
from the Beginning



# The Why

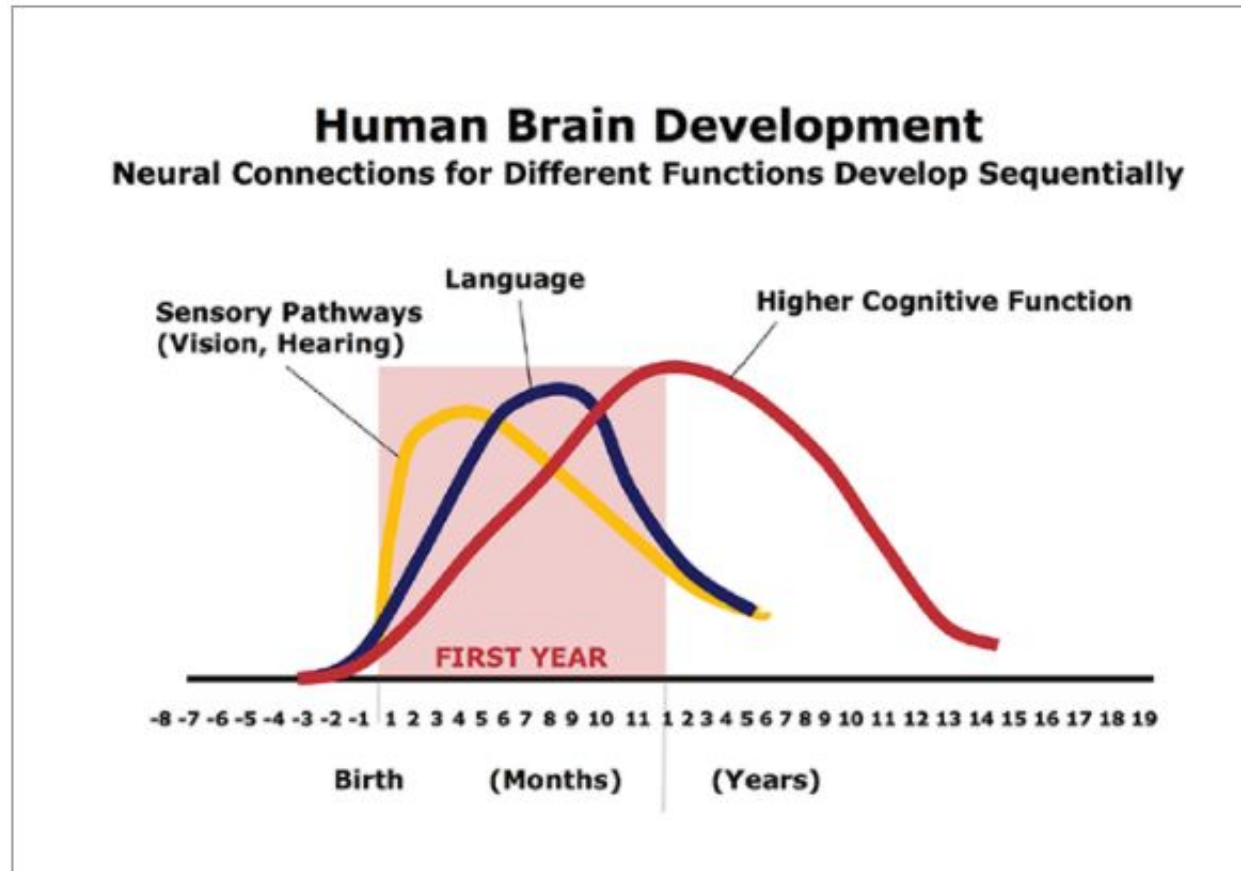
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# Fayette County's children should thrive!

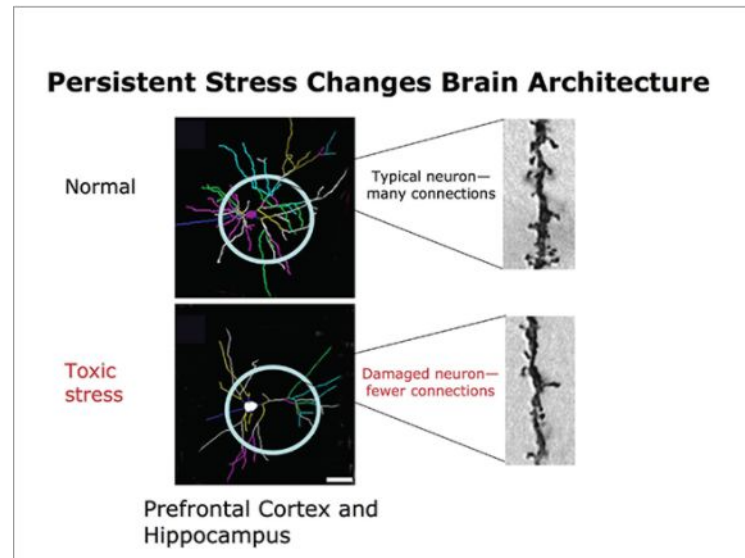


# Brains are built over time.



# Essential Scientific Findings

- Genetics and experiences shape the developing mind.
- The brain is most flexible or “plastic” in the earliest years of a person’s life.
- Cognitive, emotional, and social development is highly interrelated.
- Positive stress vs. toxic stress



# The Role of Social Engagement

- From a neuroscience perspective, social interactions stimulate hormones that stimulate brain development.
- Positive social interactions

Better brain development



Better language development



Better social/emotional  
development



Better academic performance



# The Role of Language

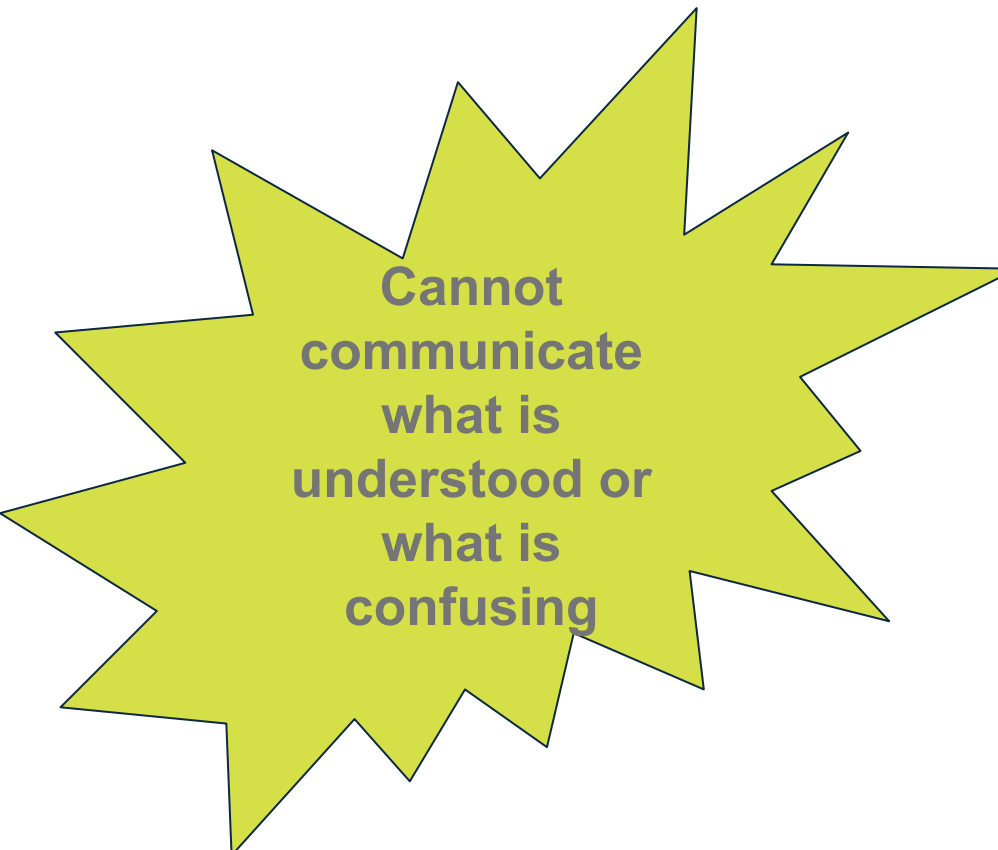
**Crucial for  
comprehension  
and  
communication**

**Dependent upon  
social  
interactions**

**Learned by  
seeing and  
hearing other  
people talk**

**Receptive  
language  
develops before  
expressive  
language**

# Lack of Language



**Cannot  
communicate  
what is  
understood or  
what is  
confusing**



**Cannot  
communicate  
one's feelings**



**Negative  
impact on  
social  
interactions**

When one cannot express oneself with words, emotions are expressed as behaviors, depending on one's level of emotional regulation.

# Technology and Screen Time

- Devices interrupt important social interactions between children and parents/caregivers



# Technology's Impact on Development



**Less  
language  
development**

**Delayed social  
emotional  
development**



**Lack of self  
regulation**

**Lower  
kindergarten  
readiness**



# The What



# Building Brains from the Beginning

- Cross-sector community initiative
- Working group
  - Fayette County educators, Fayette FACTOR, Piedmont Hospital, early learning leaders, family medicine physician, community advocates
- **Vision:** Children in Fayette County will enter kindergarten prepared to succeed.
- **Mission:** To support high quality early learning and healthy development for the community's youngest children

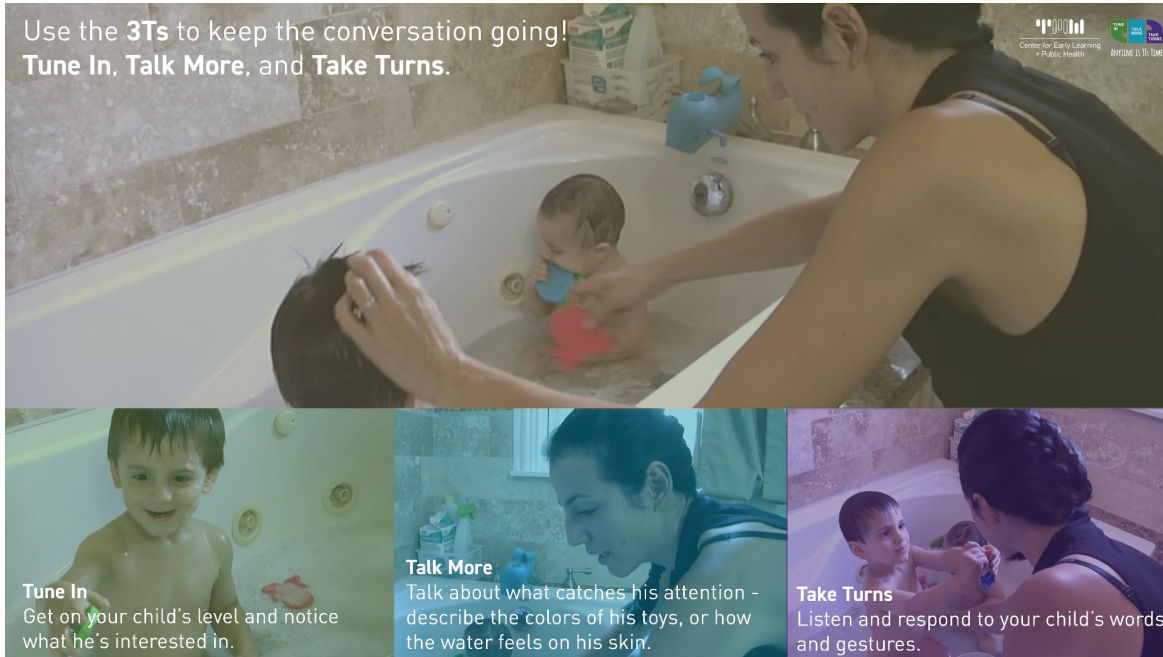
# Building Brains from the Beginning

## Building Brains from the Beginning

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# Thirty Million Words & The 3Ts



## Building Better Brains for Fayette - Community Collaboration



# The How



# Building Brains from the Beginning

- **BuildingBrains.org** for communication and sharing resources
- Strategic planning
- Sharing **The 3Ts** strategies across our community
- Partnerships that help to disseminate information
- Funding

# How can the Town Council help?

- Share information regarding the **Building Brains from the Beginning** initiative, **[BuildingBrains.org](#)**, and **The 3Ts**.
- Let us know how we can help you spread the word.



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** May 1, 2025

**Agenda Item Type:** Public Hearing

**Staff Contact:** Dee Baker, Town Clerk

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### STAFF REPORT

**AGENDA ITEM:**

Public Hearing for the consideration of an Alcohol License application from Darunee Suwannakoon for DP&G Group / Modern Thai located at 54 Carraige Oaks Drive for retail consumption.

**BACKGROUND:**

Ms. Suwannakoon applied for and received a beer and wine alcohol license in 2021. She is applying to add distilled spirits.

**FUNDING:**

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**STAFF RECOMMENDATION:**

If approved Ms. Suwannakoon will be issued a Tyrone alcohol license in order to apply for her state alcohol license. Once the state license is issued, she can then commence alcohol sales for beer, wine, and distilled spirits at that location. Staff recommends approval.

**ATTACHMENTS:**

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**PREVIOUS DISCUSSIONS:**

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Town of Tyrone  
950 Senoia Road  
Suite A  
Tyrone, GA 30290  
Phone: (770)487-4038  
[www.tyrone.org](http://www.tyrone.org)

## Alcoholic Beverage License Application

### APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: <u>D P &amp; G Group dba</u> <u>Modern Thai</u>		Business Location: <u>54 Carriage Oaks Dr</u> <u>Tyrone GA 30290</u>	
Nature of Business: <u>Restaurant</u>		Mailing Address: <u>54 Carriage Oaks Dr</u> <u>Tyrone GA 30290</u>	Business Phone Number: <u>678-834-5304</u>
Name of Licensee: <u>Darunee Suwannakoon</u>		Home Address: <u></u>	Home Phone Number: <u></u>
Name of Licensee Representative:		Home Address: <u></u>	Home Phone Number: <u></u>
Please indicate type of licenses applying for:			
Retail Consumption Dealer		Retail Package Dealer	Wholesale Dealer
<input checked="" type="checkbox"/> Malt Beverage	<input type="checkbox"/>	<input type="checkbox"/> Malt Beverage	<input type="checkbox"/> Malt Beverage
<input checked="" type="checkbox"/> Wine	<input type="checkbox"/>	<input type="checkbox"/> Wine	<input type="checkbox"/> Wine
<input checked="" type="checkbox"/> Distilled Spirits	<input type="checkbox"/>	<input type="checkbox"/> Distilled Spirits	<input type="checkbox"/> Distilled Spirits
Please Indicate type of business:			
Sole Ownership List owner information below	Partnership List information below for all general partners	<input checked="" type="checkbox"/> Close Corporation List information below for all officers, directors, and stockholders	Corporation List registered agent for service of process below
NAME	ADDRESS	PHONE NUMBER (Home and Business)	
<u>Darunee Suwannakoon</u>	<u>Tyrone GA 30290</u>		

**TOWN OF TYRONE  
STATE OF GEORGIA**

**RESOLUTION NO. 2025- \_\_\_\_**

**A RESOLUTION TO ADOPT THE FAYETTE COUNTY 2024 ANNUAL REPORT ON FIRE SERVICES IMPACT FEES (FY 2024), INCLUDING COMPREHENSIVE PLAN AMENDMENTS FOR UPDATES TO THE CAPITAL IMPROVEMENTS ELEMENT AND SHORT-TERM WORK PROGRAM (FY2025- FY2029) – TYRONE SUBSECTION**

**WHEREAS**, Fayette County has in collaboration with the towns of Brooks, Tyrone, and Woolsey prepared the “Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2022), Including, Comprehensive Plan Amendments for Updates to the Capital Improvements Element and the Short-Term Work Program (FY2025-FY2029),” and

**WHEREAS**, the annual update was prepared in accordance with requirements of the Georgia Development Impact Fee Act and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989; and

**WHEREAS**, on the 16th day of January 2025, the Tyrone Town Council conducted a public hearing on the 2024 Fire Services Impact Fee Report and proposed Comprehensive Plan amendments; approved that report and authorized transmittal to the Atlanta Regional Commission for coordination of regional and state review; and

**WHEREAS**, the Regional and State reviews have been completed and a notification of compliance has been received from ARC.

**BE IT THEREFORE RESOLVED THAT** the Tyrone Town Council does hereby adopt the “Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2024) Including Comprehensive Plan Amendments for Updates to the Capital Improvements Element and the Short-Term Work Program (FY2025-FY2029)” – Tyrone Subsection.

**ADOPTED** by the Tyrone Town Council this \_\_\_\_ day of \_\_\_\_, 2025.

**TYRONE, GEORGIA**

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

ATTEST:

\_\_\_\_\_  
Town Clerk



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** May 1, 2025

**Agenda Item Type:** Old Business

**Staff Contact:** Scott Langford

### STAFF REPORT

#### AGENDA ITEM:

Consideration to approve Change Order 2 for Construction Administration Services on the Palmetto Road at Arrowood / Spencer Lane Roundabout PW-2021-13-04 to POND, Incorporated in the amount not to exceed \$37,801.84.

#### 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 and they were awarded the construction contract. This Change Order 2 is for Construction Admin Services (CAS) during the project. The fee for CAS from POND is not to exceed \$37,801.84.

#### FUNDING:

2017 SPLOST - Account ID: 321-49-54.1414

#### STAFF RECOMMENDATION:

Staff requests approving Change Order 2 for Construction Admin Services on the Palmetto Road Roundabout project PW-2021-13-04 to POND, Inc. in the amount not to exceed \$37,801.84.

#### ATTACHMENTS:

Change Order 2 proposal.

#### PREVIOUS DISCUSSIONS:

Budget & SPLOST 2017 meetings. Plan approvals and additional items list in "Background" above.



3500 Parkway Lane, Suite 500  
Peachtree Corners, GA 30092  
T: 678.336.7740

March 20, 2025

Mr. Scott Langford, PE  
Town Engineer/Public Works Director  
Town of Tyrone  
950 Senoia Road  
Suite A  
Tyrone, GA 30290

Re: **Town of Tyrone - Professional Transportation Design Services Fee Proposal**  
**Task Order #04 – PW-2021-13-04 – Change Order #2**

Pond & Company (Pond) is pleased to submit this proposal for transportation engineering design services for the above project. The paragraphs below describe the professional services and fees to accomplish this work.

#### **PROJECT UNDERSTANDING:**

As part of the Town of Tyrone Transportation Engineering Services On-Call, Task Order #04 – PW-2021-13-04 consists of the Palmetto Road at Spencer Road/Arrowood Road Roundabout project. There were several additional services that were completed that were initially out of scope, requiring utilizing the initial budgeted funds for a portion of *Task 5: Construction Bid and Construction Engineering and Inspection*. Change Order #2 includes the services needed for Pond to assist with the post design services.

Pond has not assumed full oversight but limited oversight to verify the project appears to be constructed in accordance with the plans and for documentation of plan quantities for payment to the contractor. The original scope of work for *Task 5C - Construction Engineering and Inspection* will remain as originally shown. Under this scope of work, SEI is responsible for the inspections and testing, quantity verification, and initial pay application review of load tickets

#### **PROFESSIONAL SERVICES:**

The work in this proposal will consist of post-design services. Pond will provide the design services necessary in completing the tasks as described herein for the Town of Tyrone.

#### ***Scope of Work***

##### **Task 1: Construction Bid and Construction Engineering Oversight**

*Task 1A. Pre-Construction Meeting* – Pond/SEI will prepare for and attend the pre-construction meeting to answer any questions and to ensure the contractor fully understands the scope and nature of this project including utilities, staging, schedule, etc.

*Task 1B. Respond to RFIs* – During the bidding and construction process, we will respond in writing to the Contractor's request for information. This assumes a maximum number of (6) RFI requests.

*Task 1C. Construction Observation/Punch List* – Pond will provide personnel to perform (10) total visits to the site during construction to make sure that the construction is moving along as planned. These visits will be documented as written reports/emails. This includes: (1) sewer observation site visit, (1) interim site visit,



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and (1) final site visit walk through. We have allocated (7) additional site visits, as requested by the Town of Tyrone.

*Task 1D. 7-Day Inspection Letter* – Upon notification from the permittee, we will observe the erosion control measures that have been installed to verify they have been installed correctly and are functioning properly. Additionally, a letter will be submitted to the Town of Tyrone summarizing the observations of the qualified personnel and noting deficiencies.

*Task 1E. Pay Application Review* – At the end of every month/payment cycle, Pond will assist the Town of Tyrone to review the pay application with the contractor, to verify that the inspection staff and contractor agree on all items to be paid for during the month. As included in the previous scope of work for *Task 5C - Construction Engineering and Inspection*, SEI is responsible for the inspections and testing, quantity verification, and initial pay application review of load tickets. Pond will review the final version of the pay application prior to being provided to the Town of Tyrone for processing. No on-site review will be included for pay app reviews unless visits from *Task 5C* are utilized. Assumes (12) pay application reviews.

*Task 1F. Routine Construction Status Meeting* – We have assumed monthly meetings with the contractor, Town of Tyrone, Pond, and SEI to discuss current project status. Assumes (12) total virtual meetings.

*Task 1G. Construction Plan Revisions* – Pond will Provide plan revisions based on utility conflicts and/or other impacts/constraints encountered during the construction phase.

### **Schedule**

The tasks shown above will be completed concurrently with the construction of the project. The Pre-Construction Meeting is currently scheduled for 03-26-2025.

### **ASSUMPTIONS:**

The task order scope of work has been prepared scoped assuming these services are locally funded. These tasks and fee assume a (12) month active construction duration.

Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- Material Testing
- Quantity Review
- Construction Inspection Services
- Materials Testing Services
- Equipment Inspection Services
- Topographic Survey (Beyond Task 1)
- Right-of-Way Plans
- GDOT Plan Development Process (PDP)
- Traffic Engineering Report/Analysis
- Staging Plans
- Subsurface Utility Engineering (SUE) Services
- Landscape/Hardscape Plans
- GDOT Concept Report
- Additional Meetings
- MS4 Analysis/Documentation
- Environmental Services
- Utility Coordination



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**PROFESSIONAL FEES:**

Pond proposes to accomplish *Task 1* based on the contracted unit rates, not to exceed a total fee of \$37,801.84. The fees are summarized in the attached Man-Hour Fee Estimate.

If this fee and scope is acceptable, Pond & Company is available to begin work immediately. If you would like us to discuss or modify the scope, please contact myself or Zach Puckett, who will serve as the Project Manager. If you need any additional information, please feel free to contact me at (678) 336-7740.

Sincerely,

**POND & COMPANY**

Richard Fangmann, PE, PTOE  
Vice-President

Zach Puckett, PE, IMSA II  
Project Manager

**Town of Tyrone**

**On-Call - TO #4 - Change Order #2**

**0**

Project Length 0 miles

**SUMMARY BY PHASE**

**COST AMOUNT OF CONTRACT PROPOSAL**

3/20/2025

	PHASE AMOUNTS
Phase 1 Construction Bid and Construction Engineering and Oversight	\$ 37,801.84
<b>TOTAL DESIGN COST FOR ALL SEGMENTS</b>	<b>\$ 37,801.84</b>

Town of Tyrone  
Phase 1 Summary

**PROJECT: On-Call - TO #4 - Change Order #2**  
Phase 1  
Construction Bid and Construction Engineering and Oversight

PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	1	\$ 220.00	\$ 220.00	
PROJECT MANAGER	34	\$ 190.00	\$ 6,460.00	
SENIOR ENGINEER	110	\$ 210.00	\$ 23,100.00	
MID LEVEL ENGINEER	50	\$ 127.00	\$ 6,350.00	
SENIOR LANDSCAPE ARCHITECT	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITECT	0	\$ 95.00	\$ -	
ADMINISTRATIVE	12	\$ 75.00	\$ 900.00	

TOTAL DIRECT LABOR	207 Manhours	\$	37,030.00
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**DIRECT COSTS (SPECIFY):**

ITEM	UNIT COST	QUANTITY	TOTALS
Mileage	\$ 0.67	1152	\$ 771.84
REPRODUCTION	\$ 150.00	0	\$ -
MAIL & DELIVERY	\$ 50.00	0	\$ -
TRAVEL	\$ -	0	\$ -
			\$ -

Direct Cost Total	\$	771.84
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SUBCONSULTANTS (LIST):

SUB CONSULTANT			TOTALS
		\$	-
		\$	-

Subconsultant Sub Total	\$	-
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COST AMOUNT FOR PHASE	\$	37,801.84
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# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Administration

**Meeting Date:** 05/01/2025

**Staff Contact:** Phillip Trocquet

**Agenda Section:** Old Business

## Staff Report:

### Item Description:

Consideration of a text amendment to Section 30-6 Rules and Regulations for parks regarding alcoholic beverage consumption on Town facilities.

### Background/History:

Council had a workshop discussion regarding alcoholic beverage sales on town-owned properties and Shamrock park with direction to prepare text amendments reflecting changes to this effect.

### Findings/Current Activity:

Staff has prepared this text amendment to reflect the ability for alcoholic beverages to be sold/consumed on Town-owned property in conjunction with town-sponsored events. Such events will continue to be approved by Council on a case-by-case basis and must follow the Town's off-premises consumption procedures/ordinances.

### Actions/Options/Recommendations:

Staff recommends approval of this text amendment.

**Sec. 30-6. Rules and regulations.**

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

- (v) Reservations will be on a first paid basis and the town cannot hold an unpaid reservation.
  - (w) Organizations or individuals can call the Tyrone Recreation Center and check for availability before physically appearing to reserve the facility.
  - (x) Any requests to waive the fees must be approved by the mayor and council. Requests to waive the fees must be submitted in written form at least three weeks before reservation.
  - (y) A deposit will be required for all facilities for which fees are charged.
  - (z) Organizations or individuals will have five working days after the event in which to retrieve any required deposit or it may be forfeited.
  - (aa) Organizations or individuals are required to pay the fees that apply for each facility before use.
  - (bb) Pavilion rental is limited to the number of people that it can safely hold according to the number of parking spaces provided.
  - (cc) The amplification of music is prohibited unless prior approval by the town manager or his designee is obtained.
  - (dd) Picnic pavilions at town parks are available for public use. This shall include use by groups such as scouts, athletic associations, church groups, school groups, and political parties, as well as use for birthday parties and family reunions.
  - (ee) The facility must be left in a clean and orderly condition. The area must be policed for any trash and disposed of properly in order to have the deposit returned.
  - (ff) Any governmental organization, including public schools, are allowed to reserve the town's parks at no charge; however the town requires these entities to call in advance to reserve these facilities.
  - (gg) The town sports fields may be reserved when not in use by the youth associations holding current facility use agreements with the town.
  - (hh) Organizations or individuals must have a permit displayed that has been issued by the town.
- (Code 1984, § 2-6-6; Ord. No. 473, § 1, 7-21-2005; Ord. No. 2010-01, §§ 2—5, 1-21-2010)



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Administration

**Meeting Date:** 05/01/2025

**Staff Contact:** Phillip Trocquet

**Agenda Section:** Old Business

## Staff Report:

### Item Description:

Consideration of a text amendment to Section 4-7 of Article VI of the Alcohol Ordinance regarding consumption and open containers.

### Background/History:

In review of the Town's alcohol ordinance in conjunction with the requested modifications for parks and special events, it was found that Section 4-7 was in conflict with the proposed ordinance modifications for potential sales and consumption in Town parks.

### Findings/Current Activity:

Staff has simply modified the provision regarding open container on town property to provide exception as is consistent with the other ordinance sections proposed for modification.

### Actions/Options/Recommendations:

Staff recommends approval of this text amendment.

**Sec. 4-7. Consumption prohibited; open containers.**

- (a) As used in this section, the term "open container" means any container, containing alcoholic beverages, which is immediately capable of being consumed from or the seal of which has been broken.
- (b) No person shall possess an open container of an alcoholic beverage while walking, standing or otherwise occupying any public street, road, or highway, sidewalk adjacent thereto, public park, or public parking lot. Consumption of alcoholic beverages in or on other publicly owned properties of the town is prohibited unless as otherwise authorized in Section 30-6 regarding Parks and Recreation rules and Article VI of this ordinance regarding catered and special event functions-
- (c) No person shall possess an open container of an alcoholic beverage on the premises of any retail package licensee, including parking lots located adjacent thereto.
- (d) No person shall enter or leave the premises of an establishment licensed to sell or dispense alcoholic beverages for consumption on the premises with an open container of any alcoholic beverage.

(Code 1984, § 2-8-5)



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Administration

**Meeting Date:** 05/01/2025

**Staff Contact:** Phillip Trocquet

**Agenda Section:** Old Business

## Staff Report:

### Item Description:

Consideration of a text amendment to Section 4-202-203 of Article VI regarding sales of alcohol off-premises for catered functions.

### Background/History:

Council had a workshop discussion regarding alcoholic beverage sales off-premises for catered functions with direction to prepare text amendments reflecting changes to the frequency of holding outdoor functions, fees, and regulation of outdoor premises areas.

### Findings/Current Activity:

Staff has prepared this text amendment to allow the frequency of off-premises catered functions not in a permanent building to a monthly occurrence. Subsequent changes to the area of sales was also clarified in defining the area of sales and consumption based on other areas of the ordinance.

### Actions/Options/Recommendations:

Staff recommends approval of this text amendment.

Chapter 4 - ALCOHOLIC BEVERAGES  
ARTICLE VI. SALES OF ALCOHOL OFF-PREMISES FOR CATERED FUNCTIONS

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

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

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

(Ord. No. 2020-02, § 9, 5-21-2020)

### Sec. 4-202. Limitations.

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

(Ord. No. 2020-02, § 9, 5-21-2020)

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**Sec. 4-203. Event permit.**

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

(Ord. No. 2020-02, § 9, 5-21-2020)

**Sec. 4-204. Violations.**

- (a) It shall be unlawful for any person to distribute or sell malt beverages or wine or distilled spirits off the premises of the licensed alcoholic beverage caterer's business without a license issued pursuant to this article VI or a license to sell alcoholic beverages by the drink off-premises validly issued by another jurisdiction in the State of Georgia.
- (b) It shall be unlawful for a licensed alcoholic beverage caterer licensed under this chapter to distribute or sell malt beverages, or wine or distilled spirits off-premises except in connection with an authorized catered function within the scope of an approved and issued event permit.
- (c) It shall be unlawful for a licensed alcoholic beverage caterer to employ any person under 21 years of age who, in the course of such employment, would dispense, serve, sell, or handle alcoholic beverages. It is the

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(Supp. No. 17)

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intent of this subsection to prevent any person employed by such caterer, or any other employee, to knowingly violate any prohibitions contained in O.C.G.A. § 3-3-23, relating to furnishing alcoholic beverages to, and purchase and possession of alcoholic beverages by, a person under 21 years of age. Nothing herein shall prohibit the employment of persons under 21 years of age for purposes not involving the selling or handling of alcohol.

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

(Ord. No. 2020-02, § 9, 5-21-2020)



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Administration

**Meeting Date:** 05/01/2025

**Staff Contact:** Phillip Trocquet

**Agenda Section:** Old Business

## Staff Report:

### Item Description:

Consideration of a text amendment to Section 4-1 of Article VI of the Alcohol Ordinance regarding definitions.

### Background/History:

In review of the Town's alcohol ordinance in conjunction with the requested modifications for parks and special events, it was found that the definitions section for Restaurant was particularly restrictive and not in keeping with the spirit of recent changes.

### Findings/Current Activity:

Staff found that certain provisions regarding the minimum number of persons, layout of seating, and operating hours was overly prescriptive and not consistent with some existing restaurants currently in operation who have sought, had, or will potentially seek an alcohol license.

As such, this language was simplified to be more consistent with existing and potential future restaurant businesses.

### Actions/Options/Recommendations:

Staff recommends approval of this text amendment.

## Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcohol* means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

*Alcoholic beverage* means all alcohol, distilled spirits, beer, spirituous liquors, malt beverage, wine, or fortified wine as defined in this section.

*Brown bag establishment* means any restaurant, private club or other establishment providing food or entertainment in the normal course of business, and in which the owners or their agents knowingly allow patrons to bring in and consume the patrons' own alcoholic beverages.

*Brown bagging* means the act of patrons entering any restaurant, private club, or other establishment providing food or entertainment in the normal course of business and bringing in and consuming the patrons' own alcoholic beverage.

*Close corporation* means a domestic corporation that does not:

- (1) Have more than five stockholders;
- (2) Have a corporation as a shareholder; or
- (3) Have more than one class of stock.

*Distilled spirits* or *spiritous liquors* means any alcoholic beverage obtained by distillation or containing more than 24 percent alcohol by volume including, but not limited to, all fortified wines, whiskey, rum, gin, brandy, vodka, tequila and all other alcoholic beverages of a similar nature and with similar alcoholic content.

*Family* means includes any person related to the holder of a license within the first degree of consanguinity or affinity as computed according to civil law.

*Fortified wine* means any alcoholic beverage containing more than 24 percent alcohol by volume made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. The term "fortified wine" includes, but is not limited to, brandy.

*Hotel* means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential. To meet the definition of "hotel" under this chapter, the facility must have 50 or more rooms used for sleeping accommodations of such guests and one or more public dining rooms, with an adequate and sanitary kitchen and a seating capacity of at least 25 persons, where meals are regularly served to such guests. As used in this section, the term "seating" shall mean that no more than 25 percent of such seating shall be at a common table or counter area or shall be other than individual tables or booths designed for seating of at least two individuals. All sleeping accommodations and dining rooms must be conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Motels meeting the qualifications set out herein for hotels shall be classified in the same category as hotels. Hotels shall have the privilege of granting franchises for the operation of a restaurant in their premises, and the holder of such franchise shall be eligible for a license under the "hotel" classification. At least 55 percent of the receipts of the dining room or rooms shall come from the sale of food. To be included in the tabulation of receipts for the purpose of this calculation, are all receipts of all persons laboring in the dining room, including the services of all independent contractors, performers, servers, entertainers, or other non-employee personnel not to include, however, persons who are called in the dining room from other licensed businesses to perform services, repairs or construction on equipment or building premises. For purposes of this section, the calculations of receipts for alcoholic beverages shall be made pursuant to the

scheduling of pricing and the regulations contained therein as required by section 4-147. Receipts for room rentals shall not be included in the calculations.

*Individual* means a natural person.

*Interest in license* means an individual is deemed to have an interest in a license if:

- (1) He is the owner of the license.
- (2) He is the co-owner of the license.
- (3) He is a partner in any partnership that owns an interest in a license.
- (4) He is a stockholder holding more than five percent of the stock in any corporation and or is a stockholder in any corporation that has fewer than 25 stockholders, which owns an interest in a license.
- (5) He shares in any income or corpus of any trust fund having any interest in a license to sell at retail.

*License representative.* If a license representative is required, the license representative shall be a resident of the State of Georgia and a manager of the business who is on the premises on a regular basis.

*Lounge/bar* means a separate room connected with, a part of, and adjacent to, a restaurant or a room located in hotels as defined herein, and which serves no food. A lounge/bar shall not be permitted to sell or serve alcoholic beverages.

*Malt beverage.*

- (1) The term "malt beverage" means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than 14 percent alcohol by volume, and including, but not limited to, ale, porter, brown, stout, lager beer, malt liquor, small beer and strong beer.
- (2) The term "malt beverage" does not include sake, known as Japanese rice wine.

*Meal or regular meal.*

- (1) The term "meal" or "regular meal" means a meal which is prepared on the premises according to the order of the patron or customer given to a waiter or waitress at the table, booth or counter area where the customer is seated and served by the waiter or waitress at said table, booth or counter area.
- (2) The term "meal" or "regular meal" does not include food served in a specialty shop; nor food served over the counter; nor "short order meals" such as sandwiches, hot dogs or hamburgers; nor prepackaged, individual meals.

*Minor* means any person under the age of 21 years.

*Package* means a bottle, can, keg, barrel, or other original consumer container.

*Person* means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit, body politic, or political subdivision, whether public, private, or quasi-public.

*Premises/outlet* means a definite enclosed area or other outside area with controlled ingress and egress wherein spirituous liquors, alcoholic beverages, malt beverages, or wine is sold and consumed, or sold therein by the package to be consumed elsewhere.

*Private club.*

- (1) The term "private club" means any nonprofit association organized under the laws of the state which:

- a. Has been in existence at least one year prior to the filing of its application for a license to be issued pursuant to this chapter;
  - b. Has at least 75 regular dues-paying members;
  - c. Owns, hires, or leases a building or space within a building for the reasonable use of its members, which building or space:
    1. Has suitable kitchen and dining room space and equipment; and
    2. Is staffed with a sufficient number of employees for cooking, preparing, and serving meals for its members and guests; and
  - d. Has no member, officer, agent, or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary.
- (2) A private club organized or operated primarily for the selling or serving of alcoholic beverages by the drink shall not be licensed under this chapter, nor permitted to sell or serve such beverages at all. All distance requirements as set forth in this chapter shall apply.

*Private residence* means a house, dwelling or structure wherein not less than one, nor more than two families reside and shall not include a mobile home court, an apartment house having facilities for housing more than two families, nor a boardinghouse or roominghouse where there are five or more boarders or roomers. Any building occupied as a residence located within an area zoned for business shall not be construed as a private residence.

~~*Restaurant* means any public place kept, used, maintained, advertised and held out to the public as a place where meals are actually and regularly served, but not including short order or quick or fast food shops, such place being provided with adequate and sanitary kitchen and dining room seating of at least 25 persons, having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. Meals shall be served at least six days a week, with the exception of weeks including holidays, vacations and periods of renovation, and the serving of such meals shall be the principal business conducted, with the serving of distilled spirits, malt beverages and wines to be consumed on the premises as only incidental thereto. As used in this definition, the term "seating" means that no more than 25 percent of such seating shall be at a common table or counter area or shall be other than individual tables or booths designed for seating of at least two individuals. As used in this definition, the term "principal business" shall mean that at least 55 percent of the receipts of such business shall come from the sale of food.~~ *Restaurant* means any public establishment where meals are regularly prepared and served to the public, primarily for on-premises consumption. The establishment must have adequate kitchen facilities and employ sufficient staff to prepare, cook, and serve meals. To qualify as a restaurant under this ordinance, the establishment must derive at least 55% of its total annual gross revenue from the sale of prepared meals or food. The service of alcoholic beverages shall be incidental to the service of food.

To be included in the tabulation of receipts for the purpose of this calculation, are all receipts of all persons laboring on the premises, including the services of all independent contractors, performers, servers, entertainers, or other non-employee personnel not to include, however, persons who are called to the premises from other licensed businesses to perform services, repairs or construction on equipment or building premises. For purposes of this definition, the calculations of receipts for alcoholic beverages shall be made pursuant to the scheduling of pricing and the regulations contained therein as required by section 4-147.

*Retail consumption dealer* means any person who sells alcoholic beverages for consumption on the premises at retail.

*Retail package dealer* means any person who sells malt beverages and/or wine in unbroken packages for consumption off the premises at retail. Such sales must be in connection with sales of other products.

*Sales by the drink* means any person who sells distilled spirits, malt beverages and/or wine for consumption on the premises at retail only to consumers and not for resale.

*Wholesale or wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail package dealers, or to retail consumption dealers.

*Wine* means any alcoholic beverage containing not more than 24 percent alcohol by volume made from fruits, berries, grapes, or other natural products either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, sake, natural wines, rectified wines, and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this section.

(Code 1984, § 2-8-2; Ord. No. 2013-06, § 1, 3-7-2013; Ord. No. 2020-02, § 1, 5-21-2020)

State law reference(s)—Similar provisions, O.C.G.A. § 3-1-2.



**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** May 1, 2025  
**Agenda Item Type:** Consent Agenda  
**Staff Contact:** Chief Randy Mundy

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**STAFF REPORT**

**AGENDA ITEM:**

Consideration to purchase three Dell Pro Rugged 14 Laptops for \$6,569.28

**BACKGROUND:**

In preparation for the release of our latest two new hires to their assigned patrol duties, we are requesting to purchase three Dell Pro Rugged 14 Laptops. Two of these laptops will be issued to the new officers and one will be stored to be issued as a spare if needed. These laptops are issued to individuals and not to vehicles or offices

**FUNDING:**

100-30-53-1600

**STAFF RECOMMENDATION:**

Approval to purchase three Dell Pro Rugged 14 Laptops for \$6,569.28

**ATTACHMENTS:**

Quote from Dell Technologies

**PREVIOUS DISCUSSIONS:**

Click or tap here to enter text.



A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.: 3000186346764  
Total (USD): \$2,319.05  
eQuote Name: February 2025 PD Laptop  
eQuote Creator: ptrocquet@tyrone.org  
Quoted On: Feb. 26, 2025  
Expires By: Mar. 28, 2025

Company Name: -  
Customer Number: -  
Premier Page Name: Town Of Tyrone

Contract Name: Georgia End User Computing Agreement  
Contract Code: C000000493100  
Customer Agreement Number: 99999-SPD0000161-0004

Billing Address:

-  
,

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
Dell Pro Rugged 14 Laptop	1	\$3,368.86	\$2,189.76	\$2,189.76
Premier discount		- \$1,179.10		
Subtotal:				\$2,189.76
Shipping:				\$0.00
Estimated Tax:				\$129.29
Total (USD):				\$2,319.05

Shipping Address:  
TOWN OF TYRONE POLICE DEPT  
Banks Cayla  
950 Senoia Rd  
Ste B  
Tyrone , GA 30290-2063

Shipping Method:  
FREE Standard Delivery

# Product Details



## Dell Pro Rugged 14 Laptop (210-BNNG)

Order Code: xclorb14250usrfs

Qty	Unit Price	Subtotal
1	\$2,189.76	\$2,189.76

Module	Description	Product Code	SKU	Qty
Base	Dell Pro Rugged, RB14250 XCTO	GPYDR2I	210-BNNG	1
Processor	Intel® Core™ Ultra 5 125U (12 MB cache, 12 cores, up to 4.30 GHz, 15W)	G3XKLYI	379-BFTK	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GC7OFJV	658-BCSB	1
Base Options	Intel® Core™ Ultra 5 125U (12 MB cache, 12 cores, up to 4.30 GHz, 15W), Intel Integrated Graphics	GYQU6JL	338-CQVF	1
Keyboard	English US Rugged RGB Single Point backlit Copilot key keyboard	GOH17I9	583-BMJG	1
Right Side Expansion Port	Additional TBT-4/Type-C port	GGJ8TW2	325-BFXV	1
Rear Expansion Port	Additional rear USB 3.2 Type-A port	GEG0D31	590-TFPW	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Secured Component Verification Cloud	No Software included (No SCV)	GG58RQO	658-BFOH	1
Hard Drive Software	Intel Responsiveness Technologies Driver	G5P76OD	409-BCYL	1
Systems Management	ME Disable - Manageability	G6ZQTFP	631-BBYT	1
Memory	16GB: 2 X 8 GB, DDR5, 5600, Non-ECC, SoDIMM	G612FR9	370-BCGC	1
Storage	512GB PCIe NVMe 2230 SSD	GX5VWJH	400-BSFN	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Driver	Wireless Intel AX211 WLAN Driver	GTE5W8H	555-BLJD	1
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO, Bluetooth® 5.3 wireless card	G7VA614	555-BLHY	1
Mobile Broadband	No Mobile Broadband Card	GYTR8GO	556-BFST	1
GPS Solutions (Tied)	No Option Included	GKGSY4C	340-ACQQ	1
Display	14" Non-Touch, FHD 1920x1080, 60Hz, WVA, Anti-Glare, 400 nit, Low Blue Light, RGB camera	G0YEC83	391-BJNP	1
Camera	HD RGB Camera + Microphone, Non-Touch display, WLAN antenna	GAOX42H	319-BBKX	1
Back Cover	Docking POGO connector without Antenna Passthru, WLAN antenna	G42758T	452-BDZK	1
Primary Battery	Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	GOT1WGX	389-FJFG	1
Power Supply	65W AC adapter, USB Type-C	GA2KE8W	492-BDTG	1
PalmRest	No Fingerprint reader, no Smartcard reader	G5ETZO7	346-BLBK	1
Protect your new PC	No anti-virus software	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1
Cable	E4 C5 black Power Cord 1M, US	GCBXP8F	470-BCRH	1
Placemat	Quick setup guide, WW	GYZ5BJ2	340-DRXV	1
Second Battery	Battery Airbay Cover	G9WVZ1I	325-BFXD	1
Diagnostic CD / Diskette	No Resource USB Media	G9ZJQB0	430-XYPF	1
Documentation/Disks	Service and Support Guide MUI for DAO (English, French, Multi)	G5OATVY	340-DSGW	1
E-Star	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Non-Microsoft Application Software	Dell Additional Software	G7W5GR4	634-CVYV	1
Packaging	Mix Shipment, Dell Pro Rugged 14 RB14250	GN80VR1	340-DSCG	1
Transportation	Standard Shipment	G23DIE9	800-BBZV	1
Support Tech Sheet and Powercord	No UPC/EAN Label	G8WGTYN	389-BCGW	1

EPEAT 2018	EPEAT 2018 Registered (Gold)	GT2QXMO	379-BFWZ	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Processor Branding	Core Ultra 5 non-vPro CPU Label, Gen 14th	GLU5AMB	389-FJFB	1
Operating System Language Pack	x86, English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Handle	Rigid Handle	G3MQTPS	750-BBMM	1
ICPS	No Intel® Connectivity Performance Suite	GJ5LQFG	650-BBBG	1
Standard Hardware Support Service	3Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	G8NEZV2	713-0288,713-0305,713-0309,989-3449	1

## Need Help?



We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:



## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax\_Department@dell.com or ARSalesTax@emc.com, as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/voemterms](http://www.dell.com/voemterms)), or for cloud-as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/leula](http://www.Dell.com/leula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Marketing LP, U.S. only. Dell Marketing LP is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Planning, Zoning, & Environmental Fees	
Plan/Plat Review	Fee
Preliminary Site Plans, Final Site Plans, and Civil Plans	\$500.00
Preliminary Plat	\$300.00
Final Plat	\$200.00
Stormwater Management Plan Review	
0 - 2 Acres	\$500.00
2 - 5 Acres	\$1,000.00
5+ Acres (\$1,000 min)	\$200/acre
Erosion Control Plan Review	
Under 1 Acre	\$100.00
State Fee (\$100 min)	\$40.00/acre
Town Fee	\$40.00/acre
Tree Protection & Landscape Plan Review	
Under 2-acre Residential	\$0.00
Over 2-acre Residential & Non-Residential	\$25.00/acre
Revision of Plan or Plat After Approval	50% of original fee
Planset Re-Reviews	
1st Review	\$0.00
2nd Review	\$150.00
3rd + Review(s)	\$200.00
Legislative & Quasi-Judicial Applications	
Rezoning (Zoning Map Amendment) & Annexation	
0-2 acres	\$500.00
2-5 acres	\$1,000.00
5 + acres (\$1,000 min)	\$100/acre over 5
Variance (Full)	\$1,000.00
Text Amendment	\$1,000.00
Architectural Approval (f.k.a Cert. of Appropriateness)	\$300.00
Administrative Variance	\$150.00

Sign Fees	
Residential & Non Residential	Fee
Monument Sign (Free-standing)	\$100.00
Wall Sign	\$100.00
Banner	\$60.00

Mis. Planning Fees	
Residential & Non-Residential	Fee
Event/Tent (non-alcohol)	\$50.00

Fence	\$50.00
Utility/Right-of-Way	\$50.00

Town of Tyrone  
Consolidated Fee Schedule  
As of:05/01/2025

Electrical Fees [\$100 minimum]	
Residential	Fee (ea.)
100 Amp	\$15.00
150 Amp	\$23.00
200 Amp	\$30.00
400 Amp	\$60.00
Each Circuit & Convenience Outlet	\$0.85
Temporary Meter	\$15.00
Vent Hoods, Door Chimes, Bath Fans Spas, Smoke Detectors, Diswashers, Ejector Pumps, Garbage Disposal, Gas Furnace, Jacuzzi	\$0.50
Air Handler	\$10.00
Condenser	\$10.00
Kitchen Range 1 Piece	\$6.00
Kitchen Range 2 Piece	\$9.00
Electric Water Heater	\$6.00
Electric Clothes Dryer	\$6.00
Misc. Fixtures or Connections not listed	\$1.00
Non-Residential	
120-120/240v Single Phase & 240-120/208v Three Phase (per amp)	\$0.25
227, 480v Single Phase & 480-277/480 Three Phase (per amp)	\$0.30
Circuits Rated 20 Amps or less	\$0.85
Circuits Rated 30 - 50 Amps	\$1.25
Circuits Rated 50 Amps or above	\$1.75
Equipment 1 kilowatt to 5 kilowatts	\$4.15
Each additional kilowatt	\$2.15
Motors first horsepower	\$2.00
Motors each additional horsepower	\$1.00
Temporary Meter	\$25.00
Misc. fixtures or connections not listed	\$1.00

Plumbing [\$100 minimum]	
Residential & Non-Residential	Fee (ea.)
Water Closet	\$6.00
Bath Tub	\$6.00
Shower	\$6.00
Basin	\$6.00
Sewer	\$6.00
Water Heater	\$6.00
Washing Machine	\$6.00
Dishwasher	\$6.00

Sink	\$6.00
Garbage Disposal	\$6.00
Laundry Tray	\$6.00
Bar Sink	\$6.00
Urinal	\$6.00
Bidet	\$6.00
Floor Drain	\$6.00
Grease Trap	\$6.00
Misc. fixtures or drains not listed	\$6.00

## Mechanical [\$100 minimum]

Residential & Non-Residential	Fee
Furnace	\$50.00
Air Handler	\$50.00
Evaporator Coil (Replacement only)	\$50.00
Condenser Unit	\$50.00
Heat Pump	\$50.00
Package Unit	\$100.00
Rooftop Unit	\$100.00
Misc. Units not listed	\$50.00

## Reinspection, Re-Review, Expiration Fees

Reinspections	Fee
First Violation	\$50.00
Second Violation	\$75.00
Third + Violation(s)	\$100.00
Planset Re-Reviews	
1st Review Round	50% of Base Fee
2nd Review	\$150.00
3rd + Review(s)	\$200.00
Expired Permit Re-Activations	
0 - 3 months	\$50.00
3 - 6 months	\$150.00
6+ months (if no code changes)	\$200.00
Work without a Permit	Double Permit Fee

## Misc. Building Fees

Residential	Fee
Pool	\$300.00
Demolition	\$200.00
Certificate of Occupancy	\$50.00
Non-Residential	
Pool	\$500.00

Demolition	\$150.00
Certificate of Occupancy	\$60.00

Sewer Fees	
Water Line (in)	Fee
0.75 - 2"	\$9,600.00
3"	\$18,100.00
4"	\$30,200.00
6"	\$60,300.00
8"	\$96,600.00

	Base Building Fees [DRAFT]									
	Type					Fee				
	Building Fee					Square Footage x (TypeClass Valuation)				
	Base Plan Review Fee					50% of Building Fee				
	Tyrone Administrative Fee					5% of Building Fee				
	Type/Class Valuations									
SQ.FT.	A1 (Assembly Fixed Seating)									
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)	
0-2500	\$1.52	\$1.46	\$1.42	\$1.36	\$1.28	\$1.24	\$1.32	\$1.19	\$1.15	
2501-5000	\$1.50	\$1.45	\$1.41	\$1.35	\$1.26	\$1.23	\$1.31	\$1.18	\$1.13	
5001-10000	\$1.20	\$1.16	\$1.12	\$1.08	\$1.01	\$0.98	\$1.04	\$0.95	\$0.91	
10001-100000	\$1.16	\$1.12	\$1.09	\$1.04	\$0.98	\$0.95	\$1.01	\$0.91	\$0.88	
100001-250000	\$1.16	\$1.12	\$1.08	\$1.04	\$0.97	\$0.95	\$1.01	\$0.91	\$0.87	
250001-500000	\$1.11	\$1.07	\$1.04	\$1.00	\$0.93	\$0.91	\$0.97	\$0.87	\$0.84	
500001-750000	\$1.09	\$1.05	\$1.02	\$0.98	\$0.92	\$0.89	\$0.95	\$0.87	\$0.84	
750001 and up	\$1.09	\$1.06	\$1.02	\$0.98	\$0.92	\$0.89	\$0.95	\$0.86	\$0.82	
SQ.FT.	A2 (Assembly w/Food & Drink Consumption)									
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)	
0-2500	\$1.25	\$1.21	\$1.18	\$1.14	\$1.07	\$1.04	\$1.10	\$0.97	\$0.94	
2501-5000	\$1.24	\$1.20	\$1.16	\$1.13	\$1.05	\$1.03	\$1.09	\$0.96	\$0.93	
5001-10000	\$0.99	\$0.96	\$0.93	\$0.91	\$0.85	\$0.83	\$0.87	\$0.77	\$0.75	
10001-100000	\$0.95	\$0.93	\$0.90	\$0.87	\$0.81	\$0.79	\$0.84	\$0.74	\$0.72	
100001-250000	\$0.95	\$0.92	\$0.89	\$0.87	\$0.81	\$0.79	\$0.84	\$0.74	\$0.71	
250001-500000	\$0.91	\$0.89	\$0.86	\$0.83	\$0.77	\$0.75	\$0.80	\$0.70	\$0.68	
500001-750000	\$0.90	\$0.89	\$0.86	\$0.83	\$0.78	\$0.76	\$0.80	\$0.71	\$0.69	
750001 and up	\$0.90	\$0.87	\$0.84	\$0.82	\$0.76	\$0.74	\$0.79	\$0.69	\$0.67	
SQ.FT.	A3 (Assembly Worship/Recreation)									
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)	
0-2500	\$1.19	\$1.14	\$1.09	\$1.04	\$0.95	\$1.15	\$1.00	\$1.07	\$1.04	
2501-5000	\$1.18	\$1.12	\$1.08	\$1.03	\$0.94	\$1.11	\$0.98	\$1.03	\$0.99	
5001-10000	\$0.95	\$0.90	\$0.87	\$0.83	\$0.76	\$0.73	\$0.79	\$0.68	\$0.66	
10001-100000	\$0.91	\$0.87	\$0.83	\$0.79	\$0.72	\$0.70	\$0.76	\$0.64	\$0.62	
100001-250000	\$0.91	\$0.87	\$0.83	\$0.79	\$0.72	\$0.69	\$0.75	\$0.64	\$0.62	
250001-500000	\$0.87	\$0.83	\$0.79	\$0.76	\$0.69	\$0.69	\$0.72	\$0.64	\$0.62	
500001-750000	\$0.87	\$0.83	\$0.80	\$0.76	\$0.69	\$0.67	\$0.73	\$0.62	\$0.60	
750001 and up	\$0.85	\$0.82	\$0.78	\$0.74	\$0.68	\$0.67	\$0.71	\$0.62	\$0.60	
SQ.FT.	A4 (Assembly Arena)									
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)	
0-2500	\$1.39	\$1.34	\$1.29	\$1.24	\$1.15	\$1.12	\$1.19	\$1.06	\$1.02	
2501-5000	\$1.38	\$1.32	\$1.28	\$1.22	\$1.13	\$1.10	\$1.18	\$1.05	\$1.01	
5001-10000	\$1.10	\$1.06	\$1.02	\$0.98	\$0.91	\$0.89	\$0.95	\$0.85	\$0.81	
10001-100000	\$1.06	\$1.02	\$0.99	\$0.95	\$0.88	\$0.85	\$0.91	\$0.81	\$0.78	
100001-250000	\$1.06	\$1.02	\$0.98	\$0.94	\$0.87	\$0.85	\$0.91	\$0.81	\$0.78	
250001-500000	\$1.02	\$0.98	\$0.94	\$0.90	\$0.84	\$0.81	\$0.87	\$0.77	\$0.74	
500001-750000	\$1.00	\$0.96	\$0.92	\$0.89	\$0.84	\$0.82	\$0.88	\$0.78	\$0.75	
750001 and up	\$1.00	\$0.96	\$0.93	\$0.89	\$0.82	\$0.80	\$0.86	\$0.76	\$0.73	
SQ.FT.	B (Business)									
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)	
0-2500	\$1.33	\$1.28	\$1.24	\$1.19	\$1.09	\$1.05	\$1.14	\$0.97	\$0.93	
2501-5000	\$1.60	\$1.55	\$1.50	\$1.44	\$1.33	\$1.29	\$1.39	\$1.21	\$1.16	
5001-10000	\$1.05	\$1.02	\$0.98	\$0.94	\$0.86	\$0.83	\$0.91	\$0.78	\$0.74	
10001-100000	\$1.02	\$0.98	\$0.95	\$0.91	\$0.83	\$0.80	\$0.87	\$0.74	\$0.71	
100001-250000	\$1.01	\$0.98	\$0.94	\$0.90	\$0.83	\$0.80	\$0.87	\$0.74	\$0.70	
250001-500000	\$0.97	\$0.94	\$0.91	\$0.87	\$0.79	\$0.76	\$0.83	\$0.70	\$0.67	
500001-750000	\$0.96	\$0.92	\$0.89	\$0.87	\$0.79	\$0.77	\$0.84	\$0.71	\$0.68	
750001 and up	\$0.96	\$0.92	\$0.89	\$0.85	\$0.78	\$0.75	\$0.82	\$0.69	\$0.66	
SQ.FT.	E (Educational K-12)									
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)	
0-2500	\$1.27	\$1.23	\$1.19	\$1.14	\$1.07	\$1.01	\$1.10	\$0.94	\$1.14	
2501-5000	\$1.54	\$1.49	\$1.45	\$1.39	\$1.31	\$1.25	\$1.35	\$1.17	\$1.26	
5001-10000	\$1.01	\$0.97	\$0.94	\$0.91	\$0.85	\$0.81	\$0.88	\$0.75	\$0.73	
10001-100000	\$0.97	\$0.94	\$0.91	\$0.87	\$0.81	\$0.77	\$0.84	\$0.71	\$0.69	
100001-250000	\$0.97	\$0.94	\$0.91	\$0.87	\$0.81	\$0.77	\$0.84	\$0.71	\$0.69	
250001-500000	\$0.93	\$0.90	\$0.87	\$0.83	\$0.77	\$0.73	\$0.80	\$0.68	\$0.69	
500001-750000	\$0.91	\$0.88	\$0.87	\$0.84	\$0.78	\$0.74	\$0.81	\$0.68	\$0.66	
750001 and up	\$0.91	\$0.88	\$0.85	\$0.82	\$0.76	\$0.72	\$0.79	\$0.67	\$0.66	
SQ.FT.	F1 (Factory Moderate Hazard)									
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)	

0-2500	\$0.95	\$0.91	\$0.86	\$0.84	\$0.76	\$0.72	\$0.80	\$0.64	\$0.62
2501-5000	\$1.04	\$1.00	\$0.94	\$0.91	\$0.82	\$0.78	\$0.87	\$0.69	\$0.67
5001-10000	\$0.60	\$0.57	\$0.54	\$0.53	\$0.47	\$0.45	\$0.50	\$0.40	\$0.44
10001-100000	\$0.56	\$0.54	\$0.51	\$0.49	\$0.44	\$0.41	\$0.47	\$0.36	\$0.34
100001-250000	\$0.56	\$0.54	\$0.50	\$0.49	\$0.43	\$0.41	\$0.47	\$0.36	\$0.34
250001-500000	\$0.56	\$0.54	\$0.50	\$0.49	\$0.43	\$0.41	\$0.46	\$0.36	\$0.34
500001-750000	\$0.54	\$0.51	\$0.48	\$0.46	\$0.43	\$0.41	\$0.46	\$0.36	\$0.34
750001 and up	\$0.54	\$0.51	\$0.48	\$0.47	\$0.41	\$0.39	\$0.45	\$0.34	\$0.34

SQ.FT.	F2 (Factory Low Hazard)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$0.95	\$0.91	\$0.86	\$0.83	\$0.76	\$0.72	\$0.80	\$0.64	\$0.61
2501-5000	\$0.90	\$0.86	\$0.81	\$0.78	\$0.71	\$0.67	\$0.75	\$0.60	\$0.57
5001-10000	\$0.60	\$0.57	\$0.54	\$0.52	\$0.47	\$0.45	\$0.50	\$0.40	\$0.43
10001-100000	\$0.56	\$0.54	\$0.51	\$0.49	\$0.44	\$0.41	\$0.46	\$0.36	\$0.34
100001-250000	\$0.56	\$0.53	\$0.50	\$0.48	\$0.43	\$0.41	\$0.46	\$0.36	\$0.33
250001-500000	\$0.56	\$0.53	\$0.50	\$0.48	\$0.43	\$0.41	\$0.46	\$0.36	\$0.33
500001-750000	\$0.53	\$0.51	\$0.48	\$0.46	\$0.43	\$0.41	\$0.46	\$0.36	\$0.33
750001 and up	\$0.54	\$0.51	\$0.48	\$0.46	\$0.41	\$0.39	\$0.44	\$0.34	\$0.33

SQ.FT.	H1 (High Hazard - Detonation)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$0.89	\$0.86	\$0.81	\$0.78	\$0.71	\$0.67	\$0.75	\$0.60	\$0.00
2501-5000	\$0.85	\$0.81	\$0.76	\$0.73	\$0.66	\$0.62	\$0.70	\$0.56	\$0.00
5001-10000	\$0.56	\$0.54	\$0.51	\$0.49	\$0.44	\$0.41	\$0.47	\$0.43	\$0.00
10001-100000	\$0.53	\$0.50	\$0.47	\$0.45	\$0.40	\$0.38	\$0.43	\$0.33	\$0.00
100001-250000	\$0.52	\$0.50	\$0.47	\$0.45	\$0.40	\$0.38	\$0.43	\$0.33	\$0.00
250001-500000	\$0.52	\$0.50	\$0.47	\$0.45	\$0.40	\$0.38	\$0.43	\$0.33	\$0.00
500001-750000	\$0.50	\$0.48	\$0.45	\$0.45	\$0.40	\$0.37	\$0.43	\$0.33	\$0.00
750001 and up	\$0.50	\$0.48	\$0.45	\$0.43	\$0.38	\$0.36	\$0.41	\$0.33	\$0.00

SQ.FT.	H2,3,4 (High Hazard - Combustion/Flammable & Toxic/Corrosive)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$0.89	\$0.86	\$0.81	\$0.78	\$0.71	\$0.67	\$0.75	\$0.60	\$0.56
2501-5000	\$0.85	\$0.81	\$0.76	\$0.73	\$0.66	\$0.62	\$0.70	\$0.56	\$0.52
5001-10000	\$0.56	\$0.54	\$0.51	\$0.49	\$0.44	\$0.41	\$0.47	\$0.43	\$0.39
10001-100000	\$0.53	\$0.50	\$0.47	\$0.45	\$0.40	\$0.38	\$0.43	\$0.33	\$0.30
100001-250000	\$0.52	\$0.50	\$0.47	\$0.45	\$0.40	\$0.38	\$0.43	\$0.33	\$0.30
250001-500000	\$0.52	\$0.50	\$0.47	\$0.45	\$0.40	\$0.38	\$0.43	\$0.33	\$0.30
500001-750000	\$0.50	\$0.48	\$0.45	\$0.45	\$0.40	\$0.37	\$0.43	\$0.33	\$0.30
750001 and up	\$0.50	\$0.48	\$0.45	\$0.43	\$0.38	\$0.36	\$0.41	\$0.33	\$0.30

SQ.FT.	H5 (High Hazard - Semiconductor Fabrication)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$1.33	\$1.28	\$1.24	\$1.19	\$1.09	\$1.05	\$1.14	\$0.97	\$0.93
2501-5000	\$1.32	\$1.27	\$1.23	\$1.17	\$1.07	\$1.04	\$1.13	\$0.96	\$0.92
5001-10000	\$1.05	\$1.02	\$0.98	\$0.94	\$0.86	\$0.83	\$0.91	\$0.78	\$0.74
10001-100000	\$1.02	\$0.98	\$0.95	\$0.91	\$0.83	\$0.80	\$0.87	\$0.74	\$0.71
100001-250000	\$1.01	\$0.98	\$0.94	\$0.90	\$0.83	\$0.80	\$0.87	\$0.74	\$0.70
250001-500000	\$0.97	\$0.94	\$0.91	\$0.87	\$0.79	\$0.76	\$0.83	\$0.70	\$0.67
500001-750000	\$0.96	\$0.92	\$0.89	\$0.87	\$0.79	\$0.77	\$0.84	\$0.71	\$0.68
750001 and up	\$0.96	\$0.92	\$0.89	\$0.85	\$0.78	\$0.75	\$0.82	\$0.69	\$0.66

SQ.FT.	I1 (Institutional - Resident)I Care/Assisted Living)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$1.21	\$1.17	\$1.13	\$1.09	\$1.00	\$0.97	\$1.09	\$1.13	\$1.10
2501-5000	\$1.19	\$0.89	\$1.11	\$1.07	\$0.99	\$0.96	\$1.07	\$1.08	\$1.05
5001-10000	\$0.96	\$0.93	\$0.90	\$0.86	\$0.79	\$0.77	\$0.87	\$0.72	\$0.70
10001-100000	\$0.92	\$0.89	\$0.86	\$0.83	\$0.76	\$0.74	\$0.83	\$0.68	\$0.66
100001-250000	\$0.92	\$0.89	\$0.86	\$0.83	\$0.76	\$0.73	\$0.83	\$0.68	\$0.66
250001-500000	\$0.88	\$0.85	\$0.82	\$0.79	\$0.72	\$0.70	\$0.79	\$0.68	\$0.66
500001-750000	\$0.89	\$0.85	\$0.83	\$0.80	\$0.73	\$0.71	\$0.80	\$0.65	\$0.63
750001 and up	\$0.87	\$0.84	\$0.81	\$0.78	\$0.71	\$0.69	\$0.78	\$0.65	\$0.63

SQ.FT.	I2 (Institutional - Hospitals/Medical Centers)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$1.75	\$1.72	\$1.68	\$1.64	\$1.82	\$0.00	\$1.61	\$1.71	\$0.00
2501-5000	\$1.67	\$1.64	\$1.60	\$1.56	\$1.81	\$0.00	\$1.53	\$1.70	\$0.00
5001-10000	\$1.63	\$1.60	\$1.56	\$1.52	\$1.44	\$0.00	\$1.49	\$1.35	\$0.00
10001-100000	\$1.60	\$1.56	\$1.53	\$1.49	\$1.40	\$0.00	\$1.45	\$1.31	\$0.00
100001-250000	\$1.53	\$1.49	\$1.46	\$1.42	\$1.40	\$0.00	\$1.38	\$1.31	\$0.00
250001-500000	\$1.50	\$1.47	\$1.44	\$1.40	\$1.35	\$0.00	\$1.36	\$1.26	\$0.00
500001-750000	\$1.51	\$1.47	\$1.44	\$1.40	\$1.32	\$0.00	\$1.37	\$1.24	\$0.00
750001 and up	\$1.51	\$1.48	\$1.44	\$1.40	\$1.32	\$0.00	\$1.37	\$1.24	\$0.00

SQ.FT.	I3 (Institutional - Correctional/Detention)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$1.55	\$1.50	\$1.46	\$1.41	\$1.31	\$1.27	\$1.36	\$1.20	\$1.15
2501-5000	\$1.54	\$1.49	\$1.44	\$1.39	\$1.30	\$1.26	\$1.35	\$1.19	\$1.13
5001-10000	\$1.22	\$1.19	\$1.15	\$1.11	\$1.04	\$1.01	\$1.08	\$0.95	\$0.91
10001-100000	\$1.19	\$1.15	\$1.12	\$1.08	\$1.00	\$0.97	\$1.04	\$0.92	\$0.87
100001-250000	\$1.18	\$1.15	\$1.11	\$1.07	\$1.00	\$0.97	\$1.04	\$0.91	\$0.87

250001-500000	\$1.14	\$1.11	\$1.07	\$1.03	\$0.96	\$0.93	\$1.00	\$0.88	\$0.84
500001-750000	\$1.12	\$1.08	\$1.05	\$1.01	\$0.94	\$0.91	\$0.98	\$0.88	\$0.84
750001 and up	\$1.12	\$1.09	\$1.05	\$1.01	\$0.94	\$0.91	\$0.98	\$0.86	\$0.82

SQ.FT.	I4 (Institutional - Child/Adult Day Care)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$1.21	\$1.17	\$1.13	\$1.09	\$1.00	\$0.97	\$1.09	\$1.13	\$1.10
2501-5000	\$1.19	\$1.15	\$1.11	\$1.07	\$0.98	\$0.96	\$1.07	\$1.08	\$1.05
5001-10000	\$0.96	\$0.93	\$0.90	\$0.86	\$0.79	\$0.77	\$0.87	\$0.72	\$0.70
10001-100000	\$0.92	\$0.89	\$0.86	\$0.83	\$0.76	\$0.74	\$0.83	\$0.68	\$0.66
100001-250000	\$0.92	\$0.89	\$0.86	\$0.83	\$0.76	\$0.73	\$0.83	\$0.68	\$0.66
250001-500000	\$0.88	\$0.85	\$0.82	\$0.79	\$0.72	\$0.70	\$0.79	\$0.68	\$0.66
500001-750000	\$0.89	\$0.85	\$0.83	\$0.80	\$0.73	\$0.71	\$0.80	\$0.65	\$0.63
750001 and up	\$0.87	\$0.84	\$0.81	\$0.78	\$0.71	\$0.69	\$0.78	\$0.65	\$0.63

SQ.FT.	M (Mercantile)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$0.94	\$1.14	\$1.09	\$1.05	\$0.97	\$0.94	\$1.01	\$0.86	\$0.82
2501-5000	\$0.93	\$1.09	\$1.04	\$1.00	\$0.92	\$0.89	\$0.96	\$0.81	\$0.78
5001-10000	\$0.75	\$0.72	\$0.69	\$0.67	\$0.61	\$0.59	\$0.64	\$0.54	\$0.52
10001-100000	\$0.72	\$0.69	\$0.66	\$0.63	\$0.58	\$0.56	\$0.60	\$0.50	\$0.48
100001-250000	\$0.71	\$0.68	\$0.66	\$0.63	\$0.57	\$0.55	\$0.60	\$0.50	\$0.48
250001-500000	\$0.68	\$0.68	\$0.65	\$0.63	\$0.57	\$0.55	\$0.60	\$0.50	\$0.48
500001-750000	\$0.68	\$0.66	\$0.63	\$0.60	\$0.55	\$0.53	\$0.57	\$0.48	\$0.46
750001 and up	\$0.67	\$0.66	\$0.63	\$0.60	\$0.55	\$0.53	\$0.57	\$0.48	\$0.46

SQ.FT.	R1 (Residential (Fire Resistive) - Transient Hotels/Motels)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$1.22	\$1.18	\$1.14	\$1.10	\$1.01	\$0.98	\$1.10	\$1.15	\$1.11
2501-5000	\$1.20	\$1.16	\$1.12	\$1.09	\$1.00	\$0.97	\$1.09	\$1.10	\$1.07
5001-10000	\$0.97	\$0.93	\$0.90	\$0.87	\$0.80	\$0.78	\$0.87	\$0.73	\$0.71
10001-100000	\$0.93	\$0.90	\$0.87	\$0.84	\$0.77	\$0.75	\$0.84	\$0.69	\$0.67
100001-250000	\$0.93	\$0.90	\$0.87	\$0.84	\$0.77	\$0.75	\$0.84	\$0.69	\$0.67
250001-500000	\$0.89	\$0.86	\$0.83	\$0.80	\$0.73	\$0.71	\$0.80	\$0.69	\$0.67
500001-750000	\$0.89	\$0.86	\$0.83	\$0.80	\$0.74	\$0.72	\$0.80	\$0.66	\$0.64
750001 and up	\$0.87	\$0.84	\$0.82	\$0.79	\$0.72	\$0.70	\$0.79	\$0.66	\$0.64

SQ.FT.	R2 (Residential (Fire Resistive) - Permanent Multi-Unit)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$1.02	\$0.98	\$0.94	\$1.14	\$1.04	\$1.01	\$1.14	\$0.92	\$0.86
2501-5000	\$1.01	\$0.97	\$0.93	\$1.09	\$0.99	\$0.96	\$1.09	\$0.87	\$0.81
5001-10000	\$0.81	\$0.78	\$0.75	\$0.72	\$0.66	\$0.64	\$0.72	\$0.58	\$0.54
10001-100000	\$0.78	\$0.75	\$0.72	\$0.69	\$0.62	\$0.60	\$0.69	\$0.54	\$0.50
100001-250000	\$0.78	\$0.74	\$0.71	\$0.68	\$0.62	\$0.60	\$0.68	\$0.54	\$0.50
250001-500000	\$0.74	\$0.71	\$0.68	\$0.68	\$0.62	\$0.60	\$0.68	\$0.54	\$0.50
500001-750000	\$0.75	\$0.71	\$0.69	\$0.66	\$0.59	\$0.57	\$0.66	\$0.52	\$0.48
750001 and up	\$0.73	\$0.70	\$0.67	\$0.66	\$0.59	\$0.57	\$0.66	\$0.52	\$0.48

SQ.FT.	R3 (Residential (Fire Resistive) - Single Family & Duplex)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$0.90	\$0.88	\$0.87	\$0.85	\$0.83	\$0.81	\$0.84	\$0.79	\$0.75
2501-5000	\$0.76	\$0.75	\$0.79	\$0.78	\$0.76	\$0.73	\$0.77	\$0.72	\$0.68
5001-10000	\$0.70	\$0.68	\$0.66	\$0.65	\$0.63	\$0.61	\$0.64	\$0.60	\$0.56
10001-100000	\$0.64	\$0.62	\$0.60	\$0.59	\$0.57	\$0.55	\$0.58	\$0.53	\$0.50
100001-250000	\$0.63	\$0.61	\$0.60	\$0.59	\$0.57	\$0.55	\$0.58	\$0.53	\$0.50
250001-500000	\$0.63	\$0.61	\$0.60	\$0.59	\$0.57	\$0.55	\$0.58	\$0.53	\$0.50
500001-750000	\$0.63	\$0.61	\$0.60	\$0.59	\$0.57	\$0.55	\$0.58	\$0.53	\$0.50
750001 and up	\$0.63	\$0.61	\$0.60	\$0.59	\$0.57	\$0.55	\$0.58	\$0.53	\$0.50

SQ.FT.	R4 (Residential (Fire Resistive) - Small Care Facilities/Group Homes)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$1.21	\$1.17	\$1.13	\$1.09	\$1.00	\$0.97	\$1.09	\$1.13	\$1.10
2501-5000	\$1.19	\$1.15	\$1.11	\$1.07	\$0.98	\$0.96	\$1.07	\$1.08	\$1.05
5001-10000	\$0.96	\$0.93	\$0.90	\$0.86	\$0.79	\$0.77	\$0.87	\$0.72	\$0.70
10001-100000	\$0.92	\$0.89	\$0.86	\$0.83	\$0.76	\$0.74	\$0.83	\$0.68	\$0.66
100001-250000	\$0.92	\$0.89	\$0.86	\$0.83	\$0.76	\$0.73	\$0.83	\$0.68	\$0.66
250001-500000	\$0.88	\$0.85	\$0.82	\$0.79	\$0.72	\$0.70	\$0.79	\$0.68	\$0.66
500001-750000	\$0.89	\$0.85	\$0.83	\$0.80	\$0.73	\$0.71	\$0.80	\$0.65	\$0.63
750001 and up	\$0.87	\$0.84	\$0.81	\$0.78	\$0.71	\$0.69	\$0.78	\$0.65	\$0.63

SQ.FT.	S1 (Storage - Moderate Hazard)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$0.89	\$0.85	\$0.80	\$0.78	\$0.70	\$0.66	\$0.74	\$0.59	\$0.56
2501-5000	\$0.84	\$0.80	\$0.75	\$0.73	\$0.65	\$0.61	\$0.69	\$0.55	\$0.51
5001-10000	\$0.56	\$0.53	\$0.50	\$0.48	\$0.43	\$0.41	\$0.46	\$0.42	\$0.39
10001-100000	\$0.52	\$0.50	\$0.46	\$0.45	\$0.40	\$0.37	\$0.43	\$0.32	\$0.30
100001-250000	\$0.52	\$0.50	\$0.46	\$0.45	\$0.39	\$0.37	\$0.42	\$0.32	\$0.30
250001-500000	\$0.52	\$0.49	\$0.46	\$0.44	\$0.39	\$0.37	\$0.42	\$0.32	\$0.30
500001-750000	\$0.50	\$0.47	\$0.46	\$0.44	\$0.39	\$0.37	\$0.42	\$0.32	\$0.30
750001 and up	\$0.50	\$0.47	\$0.44	\$0.43	\$0.38	\$0.35	\$0.41	\$0.32	\$0.30

SQ.FT.	S2 (Storage - Low Hazard)								
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Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$0.88	\$0.85	\$0.80	\$0.77	\$0.70	\$0.66	\$0.74	\$0.59	\$0.55
2501-5000	\$0.84	\$0.80	\$0.75	\$0.72	\$0.65	\$0.61	\$0.69	\$0.55	\$0.50
5001-10000	\$0.56	\$0.53	\$0.50	\$0.48	\$0.43	\$0.41	\$0.46	\$0.42	\$0.38
10001-100000	\$0.52	\$0.49	\$0.46	\$0.44	\$0.40	\$0.37	\$0.42	\$0.32	\$0.30
100001-250000	\$0.52	\$0.49	\$0.46	\$0.44	\$0.39	\$0.37	\$0.42	\$0.32	\$0.29
250001-500000	\$0.52	\$0.49	\$0.46	\$0.44	\$0.39	\$0.37	\$0.42	\$0.32	\$0.29
500001-750000	\$0.49	\$0.47	\$0.46	\$0.44	\$0.39	\$0.37	\$0.42	\$0.32	\$0.29
750001 and up	\$0.50	\$0.47	\$0.44	\$0.42	\$0.38	\$0.35	\$0.40	\$0.32	\$0.29

SQ.FT.	U (Utility)								
Column1	IA (Fire Resistive)	IB (Fire Resistive)	IIA (Non-Combustible)	IIB (Non-Combustible)	IIIA (Ordinary)	IIIB (Ordinary)	IV (Heavy Timber)	VA (Wood Frame Protected)	VB (Wood Frame Unprotected)
0-2500	\$0.71	\$0.67	\$0.64	\$0.62	\$0.56	\$0.53	\$0.59	\$0.46	\$0.44
2501-5000	\$0.66	\$0.62	\$0.60	\$0.57	\$0.51	\$0.48	\$0.55	\$0.42	\$0.40
5001-10000	\$0.44	\$0.42	\$0.46	\$0.44	\$0.39	\$0.36	\$0.42	\$0.31	\$0.30
10001-100000	\$0.40	\$0.38	\$0.35	\$0.34	\$0.30	\$0.28	\$0.32	\$0.24	\$0.23
100001-250000	\$0.40	\$0.38	\$0.35	\$0.34	\$0.30	\$0.28	\$0.32	\$0.24	\$0.23
250001-500000	\$0.40	\$0.38	\$0.35	\$0.34	\$0.30	\$0.28	\$0.32	\$0.24	\$0.23
500001-750000	\$0.40	\$0.38	\$0.35	\$0.34	\$0.30	\$0.28	\$0.32	\$0.24	\$0.23
750001 and up	\$0.38	\$0.36	\$0.35	\$0.34	\$0.30	\$0.28	\$0.32	\$0.24	\$0.23



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Community Development

**Meeting Date:** 05/01/2025

**Staff Contact:** Phillip Trocquet

**Agenda Section:** New Business

## Staff Report:

### Item Description:

Consideration to adopt a revision to the Town of Tyrone fee schedule regarding Building, Planning & Zoning, Environmental, and Engineering fees.

### Background/History:

The State passed HB 461 regarding the method by which permit fees can be charged changing from the allowance of a “valuation” method to strictly a “square-footage” method. As a result, the Town has been working with SAFEbuilt to establish a new square footage basis for valuing permits. Council approved the draft schedule of fees earlier this month.

### Findings/Current Activity:

Included is the final schedule of fees for Building, Planning & Zoning, Environmental, and Engineering Fees

### Actions/Options/Recommendations:

Staff recommends adoption of this fee schedule



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Community Development

**Meeting Date:** 05/01/2025

**Staff Contact:** Phillip Trocquet

**Agenda Section:** New Business

## Staff Report:

### Item Description:

Consideration to approve an Amendment 2 to the Inspection Services Agreement contract with SAFEbuilt, Inc regarding fee changes and retained percentages

### Background/History:

The State passed HB 461 regarding the method by which permit fees can be charged changing from the allowance of a “valuation” method to strictly a “square-footage” method. As a result, the Town has been working with SAFEbuilt to establish a new square footage basis for valuing permits. Staff has worked with SAFEbuilt on a revised contract amendment regarding the new fees.

### Findings/Current Activity:

Staff and SAFEbuilt Inc, have worked out a new percentage basis of fee retainage from 100% to 75% for permits requiring plan reviews and inspections. This contract also reflects the newly adopted fee structure along with the provision for “special” and “long-duration” projects.

### Actions/Options/Recommendations:

Staff recommends approval of this contract amendment.

**AMENDMENT ONE  
INSPECTION SERVICES AGREEMENT  
BETWEEN TOWN OF TYRON, GEORGIA  
AND SAFEbuilt GEORGIA, LLC**

This Amendment is entered into to amend the Inspection Services Agreement previously entered into on August 06, 2009, by and between Town of Tyron, Georgia, (Town) and SAFEbuilt Georgia, LLC, previously known as SAFEbuilt, Inc. and a wholly owned subsidiary of SAFEbuilt, LLC, (SAFEbuilt). Town and Consultant shall be jointly referred to as the "Parties".

**Amendment Effective Date:** Effective the 1<sup>st</sup> (first) day of the month following full execution by both Parties.

**RECITALS AND REPRESENTATIONS**

Parties entered into an Inspection Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on August 06, 2009; and

Parties hereto now desire to amend the Agreement as set forth herein; and

**NOW, THEREFORE**

Agreement is hereby amended as set forth below:

A. Agreement, is amended by adding the following services:

Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Determine permit fees, if requested
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for Municipal Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies

Code Enforcement Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations as requested in writing by Municipality
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Address specific code enforcement issues at the direction of Municipality
- ✓ Assist in the preparation of cases for court appearances and attend meetings as requested
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide professional recommendations for code revisions – as needed
- ✓ Make presentations to Municipal boards as requested
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements


Community Core Solutions Terms and Conditions

- ✓ Provide Community Core in accordance with the terms and conditions of Exhibit C, attached and herein incorporated by reference.


- B. Agreement, Exhibit A, Fees for Plan Review is revised as follows:
1. The Town shall pay to SAFEbuilt an amount equal to 100% of the permit fee for each project for which plan review is requested.
- C. Agreement, Exhibit B, Fees for Inspection is revised as follows:
1. The Town shall pay to SAFEbuilt 100% of the permit fee for each project. Permit Technician Services are included in the percentage of fee.
  4. The Town shall pay SAFEbuilt for Code Enforcement Services at the hourly rate of \$60.00 with sixteen (16) hour minimum per week.
  5. Community Core Solutions software is provided at no cost to the Town.
  6. The Town shall pay SAFEbuilt for "Specific Projects" at the hourly rate of \$95.00 with a one (1) hour minimum. Both parties must agree

All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.


IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

  
Gary Amato, CAO  
SAFEbuilt Georgia, LLC

September 01, 2023  
Date

  
Signature  
Town of Tyrone, Georgia

12/7/23  
Date

  
Name & Title  
Town of Tyrone, Georgia



# EXHIBIT C-TERMS & CONDITIONS

## Meritage Systems CommunityCore: Description of Services

TOWN OF TYRON, GEORGIA

This order form is subject to the terms of service and privacy policy.

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
<b>CommunityCore</b> Including InspectorConnect iOS mobile app for building and code inspections	<input checked="" type="checkbox"/>	\$0.00	\$0.00	3
<b>Legacy Data Import: Permitting</b> Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV	<input type="checkbox"/>	\$	\$	
<b>GIS Integration: Permitting</b>	<input type="checkbox"/>	\$	\$	
<b>Contractor &amp; Business Licensing</b>	<input checked="" type="checkbox"/>	\$	Included	
<b>CommunityConnect Online Permitting</b> Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans	<input checked="" type="checkbox"/>	\$0.00 Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing	\$0.00	3
<b>Online Payments</b> Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider	<input checked="" type="checkbox"/>	\$	NA	
<b>System Training</b>	<input checked="" type="checkbox"/>		NA	
<b>Total:</b>		\$0.00	\$0.00	3

## CommunityCore Permit Management Features:

**PAYMENT SHALL BE PURSUANT TO SECTION 5**

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspectorConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use ("Agreement") constitute a contract between Meritage Systems, Inc., with offices at 444 N. Cleveland Ave., Suite 444, Loveland, CO 80537 ("Meritage"), and you ("Customer"). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

**1. Definitions. For purposes of this Agreement the following terms have the following meanings:**

- a. "Account" means an account allowing access to the Services created in Customer's name.
- b. "Fees" means the fees for the Services.
- c. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
- d. "Customer Information" means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
- e. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- f. "Go-Live Date" means the date on which the Services, hosted on a Production Server, become active.
- g. "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- h. "Order Form" means the form executed by the parties that describes the Services and any setup fees associated with the Services.
- i. "On-boarding" means the Set-Up and the Training, as specified in the Order Form.
- j. "Production Server" means the server on which the Services will be hosted.
- k. "Start of Service Date" is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- l. "Services" means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at [www.app.communitycore.com](http://www.app.communitycore.com) and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites").
- m. "Set-Up" means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
- n. "Set-Up Fees" means the fees for Set-Up specified in the Order Form.
- o. "Subscription Fees" means the annual subscription fee specified in the Order Form.
- p. "Technology" means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- q. "Training" means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
- r. "User ID" means each unique User identification name and password used for access to and use of the Services through the Account.
- s. "User" means anyone accessing the Services through Customer's Account.

**2. Customer's Access To And Use Of The Services.**

- a. Customer's Right to Access the Services. Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting providers from time to time and without notice to Customer.

- b. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
- c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
- d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at [www.app.communitycore.com](http://www.app.communitycore.com). The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
- e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

- f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
- g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

### 3. Set-Up.

- a. Set-Up Services. Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. Customer Responsibilities and Certain Restrictions on Set-Up. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. Acceptance. The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

### 4. Training.

- a. Training Services. Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
- b. Delivery. All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
- c. Customer Responsibilities and Certain Restrictions. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
- d. Verification of Set-Up. Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

### 5. Fees And Payment.

- a. . Fees. On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and w

not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

- b. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

## 6. Confidentiality.

- a. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- b. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
- c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

- d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
- e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

## 7. Ownership.

- a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
- b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

## 8. Data.

- a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.
- b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

## 9. Term and Termination.

- a. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment

within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

#### 10. Warranties and Disclaimers.

- a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;
- b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
- c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

#### 11. Certain Liabilities, Limitation of Liability.

- a. Customer will, at Customer's own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use

Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

- b. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 12. General Provisions.

- a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
- c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.
- e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
- g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- h. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.
- i. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
- j. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**SECOND AMENDMENT OF  
INSPECTION SERVICES AGREEMENT  
BETWEEN TOWN OF TYRONE, GEORGIA  
AND SAFEbuilt GEORGIA, LLC**

**THIS SECOND AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT** is made effective as of the date of the last signature below by and between the Town of Tyrone, Georgia (Municipality) and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the “Parties”.

**RECITALS AND REPRESENTATIONS**

WHEREAS, Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on August 6, 2009; and

WHEREAS, on December 7, 2023, Parties instituted First Amendment to the Agreement; and

WHEREAS, Municipality will be adopting a new permit fee schedule incorporated hereto as Appendix A; and

WHEREAS, pursuant to Article 7.2 and 7.3 of Agreement, Parties find it mutually beneficially to revise the fee structure.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Upon Municipality’s adoption of Appendix A, Consultant and Municipality agree to amend the Agreement as follows:
  - Exhibit A, Item #1, is hereby deleted in its entirety and replaced with the following:

The Town shall pay to SAFEbuilt an amount equal to 75% of the permit fee for each project for which plan review is requested.
  - Exhibit B, Item #1, is hereby deleted in its entirety and replaced with the following:

The Town shall pay to SAFEbuilt 75% of the permit fee for each project. Permit Technician Services are included in the percentage fee.
3. All other conditions and terms of the original Agreement and First Amendment not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt GEORGIA, LLC

TOWN OF TYRONE, GEORGIA

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Gary Amato

Name: \_\_\_\_\_

Title: Chief Administrative Officer

Title: \_\_\_\_\_

Date: March 31, 2025

Date: \_\_\_\_\_

RESIDENTIAL ELECTRICAL			
Item	Quantity	Fee	Total
100 Amp		\$15.00	
150 Amp		\$23.00	
200 Amp		\$30.00	
400 Amp		\$60.00	
Each Circuit & Convenience Outlet		\$.85	
Temporary Meter		\$15.00	
Vent Hoods, Door Chimes, Bath Fans, Spa's, Smoke Detectors, Dishwasher, Ejector Pump, Garbage Disposal, Gas Furnace, Jacuzzi		\$.50	
Air Handler		\$10.00	
Condenser		\$10.00	
Kitchen Range 1 Piece		\$6.00	
Kitchen Range 2 Piece		\$9.00	
Electric Water Heater		\$6.00	
Electric Clothes Dryer		\$6.00	
Misc. Fixtures or Connections not listed		\$1.00	
COMMERCIAL ELECTRICAL			
Item	Quantity	Fee	Total
120-120/240v Single Phase & 240-120/208v Three Phase per amp		\$.25	
277,480v Single Phase & 480-277/480 Three Phase per amp		\$.30	
Circuits Rated 20 Amps or less		\$.85	
Circuits Rated 30 to 50 Amps		\$1.25	
Circuits above 50 Amps		\$1.75	
Equipment 1 kilowatt to 5 kilowatts		\$4.15	
Each Additional Kilowatt		\$2.15	
Motors first Horsepower		\$2.00	
Motors Each Additional Horsepower		\$1.00	
Temporary Meter		\$25.00	
Misc. Fixtures or Connections not listed		\$1.00	
PLUMBING			
Item	Quantity	Fee	Total
Each Water Closet		\$6.00	
Each Bath Tub		\$6.00	
Each Shower		\$6.00	
Each Basin		\$6.00	
Each Sewer		\$6.00	
Each Water heater		\$6.00	
Each washing Machine		\$6.00	
Each Dishwasher		\$6.00	
Each Sink		\$6.00	
Each Garbage Disposal		\$6.00	
Each laundry Tray		\$6.00	
Each Bar Sink		\$6.00	
Each Urinal		\$6.00	
Each Bidet		\$6.00	
Each Floor Drain		\$6.00	
Each Grease Trap		\$6.00	
Each Fixture or Drain Not Listed Above		\$6.00	
MECHANICAL			
Item	Quantity	Fee	Total
Furnace		\$50.00	
Air Handler		\$50.00	
Evaporator Coil (Change Out Only)		\$50.00	
Condenser Unit		\$50.00	
Heat Pump		\$50.00	
Package Uni		\$100.00	
Rooftop Unit		\$100.00	
Misc. Not Listed Please Describe:		\$50.00	

Minimum fee: \$100

Swimming pools

Residential	\$300
Commercial	\$500

Reinspection fees

First	\$50
Second same violation	\$75
Any additional same violation	\$100

Plan Revisions after approval

Residential	\$150
Commercial	\$200

Demo	\$150
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Square foot	Proposed Tyrone Fee schedule								
	A1								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.52	1.46	1.42	1.36	1.28	1.24	1.32	1.19	1.15
2501-5000	1.50	1.45	1.41	1.35	1.26	1.23	1.31	1.18	1.13
5001-10000	1.20	1.16	1.12	1.08	1.01	0.98	1.04	0.95	0.91
10001-100000	1.16	1.12	1.09	1.04	0.98	0.95	1.01	0.91	0.88
100001-250000	1.16	1.12	1.08	1.04	0.97	0.95	1.01	0.91	0.87
250001-500000	1.11	1.07	1.04	1.00	0.93	0.91	0.97	0.87	0.84
500001-750000	1.09	1.05	1.02	0.98	0.92	0.89	0.95	0.87	0.84
750001-1000000	1.09	1.06	1.02	0.98	0.92	0.89	0.95	0.86	0.82
	A2								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.25	1.21	1.18	1.14	1.07	1.04	1.10	0.97	0.94
2501-5000	1.24	1.20	1.16	1.13	1.05	1.03	1.09	0.96	0.93
5001-10000	0.99	0.96	0.93	0.91	0.85	0.83	0.87	0.77	0.75
10001-100000	0.95	0.93	0.90	0.87	0.81	0.79	0.84	0.74	0.72
100001-250000	0.95	0.92	0.89	0.87	0.81	0.79	0.84	0.74	0.71
250001-500000	0.91	0.89	0.86	0.83	0.77	0.75	0.80	0.70	0.68
500001-750000	0.90	0.89	0.86	0.83	0.78	0.76	0.80	0.71	0.69
750001-1000000	0.90	0.87	0.84	0.82	0.76	0.74	0.79	0.69	0.67

	A3								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.19	1.14	1.09	1.04	0.95	1.15	1.00	1.07	1.04
2501-5000	1.18	1.12	1.08	1.03	0.94	1.11	0.98	1.03	0.99
5001-10000	0.95	0.90	0.87	0.83	0.76	0.73	0.79	0.68	0.66
10001-100000	0.91	0.87	0.83	0.79	0.72	0.70	0.76	0.64	0.62
100001-250000	0.91	0.87	0.83	0.79	0.72	0.69	0.75	0.64	0.62
250001-500000	0.87	0.83	0.79	0.76	0.69	0.69	0.72	0.64	0.62
500001-750000	0.87	0.83	0.80	0.76	0.69	0.67	0.73	0.62	0.60
750001-1000000	0.85	0.82	0.78	0.74	0.68	0.67	0.71	0.62	0.60
	A4								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.39	1.34	1.29	1.24	1.15	1.12	1.19	1.06	1.02
2501-5000	1.38	1.32	1.28	1.22	1.13	1.10	1.18	1.05	1.01
5001-10000	1.10	1.06	1.02	0.98	0.91	0.89	0.95	0.85	0.81
10001-100000	1.06	1.02	0.99	0.95	0.88	0.85	0.91	0.81	0.78
100001-250000	1.06	1.02	0.98	0.94	0.87	0.85	0.91	0.81	0.78
250001-500000	1.02	0.98	0.94	0.90	0.84	0.81	0.87	0.77	0.74
500001-750000	1.00	0.96	0.92	0.89	0.84	0.82	0.88	0.78	0.75
750001-1000000	1.00	0.96	0.93	0.89	0.82	0.80	0.86	0.76	0.73
	B								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.33	1.28	1.24	1.19	1.09	1.05	1.14	0.97	0.93
2501-5000	1.60	1.55	1.50	1.44	1.33	1.29	1.39	1.21	1.16
5001-10000	1.05	1.02	0.98	0.94	0.86	0.83	0.91	0.78	0.74
10001-100000	1.02	0.98	0.95	0.91	0.83	0.80	0.87	0.74	0.71
100001-250000	1.01	0.98	0.94	0.90	0.83	0.80	0.87	0.74	0.70
250001-500000	0.97	0.94	0.91	0.87	0.79	0.76	0.83	0.70	0.67
500001-750000	0.96	0.92	0.89	0.87	0.79	0.77	0.84	0.71	0.68
750001-1000000	0.96	0.92	0.89	0.85	0.78	0.75	0.82	0.69	0.66

	E								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.27	1.23	1.19	1.14	1.07	1.01	1.10	0.94	1.14
2501-5000	1.54	1.49	1.45	1.39	1.31	1.25	1.35	1.17	1.26
5001-10000	1.01	0.97	0.94	0.91	0.85	0.81	0.88	0.75	0.73
10001-100000	0.97	0.94	0.91	0.87	0.81	0.77	0.84	0.71	0.69
100001-250000	0.97	0.94	0.91	0.87	0.81	0.77	0.84	0.71	0.69
250001-500000	0.93	0.90	0.87	0.83	0.77	0.73	0.80	0.68	0.69
500001-750000	0.91	0.88	0.87	0.84	0.78	0.74	0.81	0.68	0.66
750001-1000000	0.91	0.88	0.85	0.82	0.76	0.72	0.79	0.67	0.66
	F1								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	0.95	0.91	0.86	0.84	0.76	0.72	0.80	0.64	0.62
2501-5000	1.04	1.00	0.94	0.91	0.82	0.78	0.87	0.69	0.67
5001-10000	0.60	0.57	0.54	0.53	0.47	0.45	0.50	0.40	0.44
10001-100000	0.56	0.54	0.51	0.49	0.44	0.41	0.47	0.36	0.34
100001-250000	0.56	0.54	0.50	0.49	0.43	0.41	0.47	0.36	0.34
250001-500000	0.56	0.54	0.50	0.49	0.43	0.41	0.46	0.36	0.34
500001-750000	0.54	0.51	0.48	0.46	0.43	0.41	0.46	0.36	0.34
750001-1000000	0.54	0.51	0.48	0.47	0.41	0.39	0.45	0.34	0.34
	F2								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	0.95	0.91	0.86	0.83	0.76	0.72	0.80	0.64	0.61
2501-5000	0.90	0.86	0.81	0.78	0.71	0.67	0.75	0.60	0.57
5001-10000	0.60	0.57	0.54	0.52	0.47	0.45	0.50	0.40	0.43
10001-100000	0.56	0.54	0.51	0.49	0.44	0.41	0.46	0.36	0.34
100001-250000	0.56	0.53	0.50	0.48	0.43	0.41	0.46	0.36	0.33
250001-500000	0.56	0.53	0.50	0.48	0.43	0.41	0.46	0.36	0.33
500001-750000	0.53	0.51	0.48	0.46	0.43	0.41	0.46	0.36	0.33
750001-1000000	0.54	0.51	0.48	0.46	0.41	0.39	0.44	0.34	0.33

	H1								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	0.89	0.86	0.81	0.78	0.71	0.67	0.75	0.60	0.00
2501-5000	0.85	0.81	0.76	0.73	0.66	0.62	0.70	0.56	0.00
5001-10000	0.56	0.54	0.51	0.49	0.44	0.41	0.47	0.43	0.00
10001-100000	0.53	0.50	0.47	0.45	0.40	0.38	0.43	0.33	0.00
100001-250000	0.52	0.50	0.47	0.45	0.40	0.38	0.43	0.33	0.00
250001-500000	0.52	0.50	0.47	0.45	0.40	0.38	0.43	0.33	0.00
500001-750000	0.50	0.48	0.45	0.45	0.40	0.37	0.43	0.33	0.00
750001-1000000	0.50	0.48	0.45	0.43	0.38	0.36	0.41	0.33	0.00
	H2,3,4								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	0.89	0.86	0.81	0.78	0.71	0.67	0.75	0.60	0.56
2501-5000	0.85	0.81	0.76	0.73	0.66	0.62	0.70	0.56	0.52
5001-10000	0.56	0.54	0.51	0.49	0.44	0.41	0.47	0.43	0.39
10001-100000	0.53	0.50	0.47	0.45	0.40	0.38	0.43	0.33	0.30
100001-250000	0.52	0.50	0.47	0.45	0.40	0.38	0.43	0.33	0.30
250001-500000	0.52	0.50	0.47	0.45	0.40	0.38	0.43	0.33	0.30
500001-750000	0.50	0.48	0.45	0.45	0.40	0.37	0.43	0.33	0.30
750001-1000000	0.50	0.48	0.45	0.43	0.38	0.36	0.41	0.33	0.30
	H5								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.33	1.28	1.24	1.19	1.09	1.05	1.14	0.97	0.93
2501-5000	1.32	1.27	1.23	1.17	1.07	1.04	1.13	0.96	0.92
5001-10000	1.05	1.02	0.98	0.94	0.86	0.83	0.91	0.78	0.74
10001-100000	1.02	0.98	0.95	0.91	0.83	0.80	0.87	0.74	0.71
100001-250000	1.01	0.98	0.94	0.90	0.83	0.80	0.87	0.74	0.70
250001-500000	0.97	0.94	0.91	0.87	0.79	0.76	0.83	0.70	0.67
500001-750000	0.96	0.92	0.89	0.87	0.79	0.77	0.84	0.71	0.68
750001-1000000	0.96	0.92	0.89	0.85	0.78	0.75	0.82	0.69	0.66

	I1								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.21	1.17	1.13	1.09	1.00	0.97	1.09	1.13	1.10
2501-5000	1.19	0.89	1.11	1.07	0.99	0.96	1.07	1.08	1.05
5001-10000	0.96	0.93	0.90	0.86	0.79	0.77	0.87	0.72	0.70
10001-100000	0.92	0.89	0.86	0.83	0.76	0.74	0.83	0.68	0.66
100001-250000	0.92	0.89	0.86	0.83	0.76	0.73	0.83	0.68	0.66
250001-500000	0.88	0.85	0.82	0.79	0.72	0.70	0.79	0.68	0.66
500001-750000	0.89	0.85	0.83	0.80	0.73	0.71	0.80	0.65	0.63
750001-1000000	0.87	0.84	0.81	0.78	0.71	0.69	0.78	0.65	0.63
	I2								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.75	1.72	1.68	1.64	1.82	0.00	1.61	1.71	0.00
2501-5000	1.67	1.64	1.60	1.56	1.81	0.00	1.53	1.70	0.00
5001-10000	1.63	1.60	1.56	1.52	1.44	0.00	1.49	1.35	0.00
10001-100000	1.60	1.56	1.53	1.49	1.40	0.00	1.45	1.31	0.00
100001-250000	1.53	1.49	1.46	1.42	1.40	0.00	1.38	1.31	0.00
250001-500000	1.50	1.47	1.44	1.40	1.35	0.00	1.36	1.26	0.00
500001-750000	1.51	1.47	1.44	1.40	1.32	0.00	1.37	1.24	0.00
750001-1000000	1.51	1.48	1.44	1.40	1.32	0.00	1.37	1.24	0.00
	I3								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.55	1.50	1.46	1.41	1.31	1.27	1.36	1.20	1.15
2501-5000	1.54	1.49	1.44	1.39	1.30	1.26	1.35	1.19	1.13
5001-10000	1.22	1.19	1.15	1.11	1.04	1.01	1.08	0.95	0.91
10001-100000	1.19	1.15	1.12	1.08	1.00	0.97	1.04	0.92	0.87
100001-250000	1.18	1.15	1.11	1.07	1.00	0.97	1.04	0.91	0.87
250001-500000	1.14	1.11	1.07	1.03	0.96	0.93	1.00	0.88	0.84
500001-750000	1.12	1.08	1.05	1.01	0.94	0.91	0.98	0.88	0.84
750001-1000000	1.12	1.09	1.05	1.01	0.94	0.91	0.98	0.86	0.82

	I4								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.21	1.17	1.13	1.09	1.00	0.97	1.09	1.13	1.10
2501-5000	1.19	1.15	1.11	1.07	0.98	0.96	1.07	1.08	1.05
5001-10000	0.96	0.93	0.90	0.86	0.79	0.77	0.87	0.72	0.70
10001-100000	0.92	0.89	0.86	0.83	0.76	0.74	0.83	0.68	0.66
100001-250000	0.92	0.89	0.86	0.83	0.76	0.73	0.83	0.68	0.66
250001-500000	0.88	0.85	0.82	0.79	0.72	0.70	0.79	0.68	0.66
500001-750000	0.89	0.85	0.83	0.80	0.73	0.71	0.80	0.65	0.63
750001-1000000	0.87	0.84	0.81	0.78	0.71	0.69	0.78	0.65	0.63
	M								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	0.94	1.14	1.09	1.05	0.97	0.94	1.01	0.86	0.82
2501-5000	0.93	1.09	1.04	1.00	0.92	0.89	0.96	0.81	0.78
5001-10000	0.75	0.72	0.69	0.67	0.61	0.59	0.64	0.54	0.52
10001-100000	0.72	0.69	0.66	0.63	0.58	0.56	0.60	0.50	0.48
100001-250000	0.71	0.68	0.66	0.63	0.57	0.55	0.60	0.50	0.48
250001-500000	0.68	0.68	0.65	0.63	0.57	0.55	0.60	0.50	0.48
500001-750000	0.68	0.66	0.63	0.60	0.55	0.53	0.57	0.48	0.46
750001-1000000	0.67	0.66	0.63	0.60	0.55	0.53	0.57	0.48	0.46
	R1								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.22	1.18	1.14	1.10	1.01	0.98	1.10	1.15	1.11
2501-5000	1.20	1.16	1.12	1.09	1.00	0.97	1.09	1.10	1.07
5001-10000	0.97	0.93	0.90	0.87	0.80	0.78	0.87	0.73	0.71
10001-100000	0.93	0.90	0.87	0.84	0.77	0.75	0.84	0.69	0.67
100001-250000	0.93	0.90	0.87	0.84	0.77	0.75	0.84	0.69	0.67
250001-500000	0.89	0.86	0.83	0.80	0.73	0.71	0.80	0.69	0.67
500001-750000	0.89	0.86	0.83	0.80	0.74	0.72	0.80	0.66	0.64
750001-1000000	0.87	0.84	0.82	0.79	0.72	0.70	0.79	0.66	0.64

	R2								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.02	0.98	0.94	1.14	1.04	1.01	1.14	0.92	0.86
2501-5000	1.01	0.97	0.93	1.09	0.99	0.96	1.09	0.87	0.81
5001-10000	0.81	0.78	0.75	0.72	0.66	0.64	0.72	0.58	0.54
10001-100000	0.78	0.75	0.72	0.69	0.62	0.60	0.69	0.54	0.50
100001-250000	0.78	0.74	0.71	0.68	0.62	0.60	0.68	0.54	0.50
250001-500000	0.74	0.71	0.68	0.68	0.62	0.60	0.68	0.54	0.50
500001-750000	0.75	0.71	0.69	0.66	0.59	0.57	0.66	0.52	0.48
750001-1000000	0.73	0.70	0.67	0.66	0.59	0.57	0.66	0.52	0.48
	R3								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	0.90	0.88	0.87	0.85	0.83	0.81	0.84	0.79	0.75
2501-5000	0.76	0.75	0.79	0.78	0.76	0.73	0.77	0.72	0.68
5001-10000	0.70	0.68	0.66	0.65	0.63	0.61	0.64	0.60	0.56
10001-100000	0.64	0.62	0.60	0.59	0.57	0.55	0.58	0.53	0.50
100001-250000	0.63	0.61	0.60	0.59	0.57	0.55	0.58	0.53	0.50
250001-500000	0.63	0.61	0.60	0.59	0.57	0.55	0.58	0.53	0.50
500001-750000	0.63	0.61	0.60	0.59	0.57	0.55	0.58	0.53	0.50
750001-1000000	0.63	0.61	0.60	0.59	0.57	0.55	0.58	0.53	0.50
	R4								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.21	1.17	1.13	1.09	1.00	0.97	1.09	1.13	1.10
2501-5000	1.19	1.15	1.11	1.07	0.98	0.96	1.07	1.08	1.05
5001-10000	0.96	0.93	0.90	0.86	0.79	0.77	0.87	0.72	0.70
10001-100000	0.92	0.89	0.86	0.83	0.76	0.74	0.83	0.68	0.66
100001-250000	0.92	0.89	0.86	0.83	0.76	0.73	0.83	0.68	0.66
250001-500000	0.88	0.85	0.82	0.79	0.72	0.70	0.79	0.68	0.66
500001-750000	0.89	0.85	0.83	0.80	0.73	0.71	0.80	0.65	0.63
750001-1000000	0.87	0.84	0.81	0.78	0.71	0.69	0.78	0.65	0.63

	<b>S1</b>								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	0.89	0.85	0.80	0.78	0.70	0.66	0.74	0.59	0.56
2501-5000	0.84	0.80	0.75	0.73	0.65	0.61	0.69	0.55	0.51
5001-10000	0.56	0.53	0.50	0.48	0.43	0.41	0.46	0.42	0.39
10001-100000	0.52	0.50	0.46	0.45	0.40	0.37	0.43	0.32	0.30
100001-250000	0.52	0.50	0.46	0.45	0.39	0.37	0.42	0.32	0.30
250001-500000	0.52	0.49	0.46	0.44	0.39	0.37	0.42	0.32	0.30
500001-750000	0.50	0.47	0.46	0.44	0.39	0.37	0.42	0.32	0.30
750001-1000000	0.50	0.47	0.44	0.43	0.38	0.35	0.41	0.32	0.30
	<b>S2</b>								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	0.88	0.85	0.80	0.77	0.70	0.66	0.74	0.59	0.55
2501-5000	0.84	0.80	0.75	0.72	0.65	0.61	0.69	0.55	0.50
5001-10000	0.56	0.53	0.50	0.48	0.43	0.41	0.46	0.42	0.38
10001-100000	0.52	0.49	0.46	0.44	0.40	0.37	0.42	0.32	0.30
100001-250000	0.52	0.49	0.46	0.44	0.39	0.37	0.42	0.32	0.29
250001-500000	0.52	0.49	0.46	0.44	0.39	0.37	0.42	0.32	0.29
500001-750000	0.49	0.47	0.46	0.44	0.39	0.37	0.42	0.32	0.29
750001-1000000	0.50	0.47	0.44	0.42	0.38	0.35	0.40	0.32	0.29
	<b>U</b>								
	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	0.71	0.67	0.64	0.62	0.56	0.53	0.59	0.46	0.44
2501-5000	0.66	0.62	0.60	0.57	0.51	0.48	0.55	0.42	0.40
5001-10000	0.44	0.42	0.46	0.44	0.39	0.36	0.42	0.31	0.30
10001-100000	0.40	0.38	0.35	0.34	0.30	0.28	0.32	0.24	0.23
100001-250000	0.40	0.38	0.35	0.34	0.30	0.28	0.32	0.24	0.23
250001-500000	0.40	0.38	0.35	0.34	0.30	0.28	0.32	0.24	0.23
500001-750000	0.40	0.38	0.35	0.34	0.30	0.28	0.32	0.24	0.23

750001-1000000	0.38	0.36	0.35	0.34	0.30	0.28	0.32	0.24	0.23	Section X, Item 14.
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## Complex and long duration projects fee schedule

Complex projects shall be calculated at .25% of the total permit fee for each discipline (IE: Building, Mechanical, Electrical, Plumbing) that is deemed a complex portion of the project.

Complex project means a construction project that includes one or more of the following significant components:

- Unique equipment
- Specialized building system
- Multifaceted program
- Accelerated schedule
- Historic designation
- Intricate phasing

Some examples of complex projects are listed below **but not limited to the list below** and shall be determined by the building official at the time of the plan review for the project.

- Complex mixed occupancy buildings
- Institutional occupancies
  - Correctional facilities
  - Hospitals
  - Nursing homes
- Factories
- Hazardous occupancy buildings
- Aircraft hangers
- Large assembly occupancies
  - Stadiums
  - Amphitheaters
  - Arenas
  - Churches

Long duration projects shall be calculated at .1% for every month or fraction thereof of the total permit fee including the complex project fees, for the duration of the project. The duration shall be estimated at the time of

submittal, any projects that exceed the estimate duration shall be charged an additional fee of .1 original permit fee including the complex project fees, for every month or fraction thereof that the project exceeds the estimated duration.

*Section X, Item 14.*



**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** May 1, 2025  
**Agenda Item Type:** New Business  
**Staff Contact:** Scott Langford

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**STAFF REPORT**

**AGENDA ITEM:**

Consideration to Award the 2025 Stormwater Inspection Services project number PW-2025-10 to Integrated Science and Engineering in the amount of \$24,712.

**BACKGROUND:**

As part of the Town’s Municipal Separate Stormwater Sewer System (MS4) program under the Georgia Environmental Protection Division, the Town is required to inspect stormwater infrastructure each year. This requirement also mandates that we complete inspections for all of our stormwater infrastrucutre every five years. Staff approached Integrated Science and Engineering for a proposal to perform inspections for 431 pipes and 620 structures. The cost for the inspewctions total \$24,712.00. This is year 3 of 5 for our inspections.

**FUNDING:**

General Fund – 100-40-52.1300

**STAFF RECOMMENDATION:**

Staff requests awarding the 2025 Stormwater Inspection Services project number PW-2025-10 to Integrated Science and Engineering in the amount of \$24,712.

**ATTACHMENTS:**

ISE proposal

**PREVIOUS DISCUSSIONS:**

FY 24/25 Budget meetings

**PROPOSAL FOR**  
**2025 Stormwater Inspection Services**  
**Project Number: PW-2025-10**

Town of Tyrone, GA  
Prepared April 21, 2025

Sections

- 1 – *Work Schedule*
- 2 – *Statement of Work and Scope of Work*
- 3 – *Required Documents*
- 4 – *Terms and Conditions*
- *Appendix A – Inspection Area Maps*
- *Appendix B – Agreement*

**1.0 WORK SCHEDULE**

Within 30 days of receipt of a notification to proceed from the Town, the contractor will complete work and provide deliverables in accordance with the Statement of Work and Scope of Work for all pipes and structures in Inspection Areas 1-3 as shown in Appendix A.

Within 60 days of receipt of a notification to proceed, the contractor shall complete work and provide deliverables in accordance with the Statement of Work and Scope of Work for all pipe and structure types in Areas 1-6 as shown in Appendix A.

**2.00 STATEMENT OF WORK AND SCOPE OF WORK**

2.00 The Town has need for stormwater infrastructure inspection services related to the assessment of stormwater pipes and structures. The Town desires to enter into a contract with a qualified firm to perform these inspections. The Firm will provide the services based on the unit prices established in the Contract. The specific areas of inspections required are shown on the maps in Appendix A.

**2.01 The following statement of work that will be necessary and shall be included are, but are not limited to:**

- Stormwater pipe inspections shall include:
  - Inventory information collection update of the Towns existing ArcGIS inventory database.
  - Inspection and data entry into ArcGIS.
  - Condition assessment and corresponding maintenance prioritization.
- Stormwater structures inspections shall include:
  - Inventory information collection update of the Towns existing ArcGIS inventory database.
  - Inspection and data entry into ArcGIS.
  - Condition assessment and corresponding maintenance prioritization.
- Three meetings between contracted inspectors and Town staff that shall include:
  - A pre-inspection meeting (alternatively referred to as a preconstruction meeting)

- An interim status meeting after completion of Inspection Areas 1-3 (see Appendix A)
- A final status meeting after completion of all inspection areas (Inspection Areas 1-6 per Appendix A).
- Provision of direct notification to the Town's staff in the event of discovery of an imminent public safety concern.
  - Contact the Project Manager, Scott Langford, at 770-881-8325. Leave a voicemail if not call not answered. The voicemail shall include an approximate address, a brief description of the affected infrastructure as well as the nature of the concern.
  - In addition, a notification email shall be provided to the Town within **1 business day** of the initial inspection to advise regarding imminent public safety concerns. The notification email shall include an approximate address, a brief description of the affected infrastructure, a photo if possible as well as the nature of the concern.
- Preparation of the project deliverables.
  - Interim status meeting deliverables shall include sufficient information for a condition analysis of pipes under the road in Areas 1-2, and benchmark photos for pipes and structures inspected with different maintenance priority assignments.
  - Updated ArcGISLayer Package - The Town will provide the ArcGIS shapefiles to the Firm. One shapefile will contain pipe data, the other will contain structure data. The Firm will edit each shapefile to include the inspection and assessment data for the pipes and structures as depicted in the inspection area maps in Appendix A.
  - Provision of photos of all inspected pipes and structures (which include both interior and exterior photos for Type A Structures and an exterior photo for Type B Structures). The Town only requires the use of a pole camera or an acceptable proprietary scoping camera for pipe inspections. Otherwise, photos from a cell phone or tablet are acceptable. Photos shall be submitted to the Town in JPEG format with date stamp and with each photo labeled with pipe or structure number or integrated into the GIS data deliverable in a way mutually agreed upon by the Town and the Firm.

**2.02 The following statement of work details the data to be collected during inspections and included in the project deliverables that shall be included:**

- **Pipes:** Data collected during stormwater pipe inspections for deliverable shall include -
  - a. Pipe Type:
    - i. Circular
    - ii. Elliptical
    - iii. Box Culvert
    - iv. Other
  - b. Pipe Material:
    - i. BCCMP
    - ii. CMP
    - iii. RCP
    - iv. HDPE
    - v. PVC
    - vi. Other

- c. Pipe Height:
  - i. Numerical value in inches
- d. Pipe Width:
  - i. Numerical value in inches
- e. Sedimentation Upstream:
  - i. None
  - ii. 1% - 25% of Pipe Diameter
  - iii. 26% - 75% of Pipe Diameter
  - iv. 76% - 100% of Pipe Diameter
- f. Sedimentation Downstream:
  - i. None
  - ii. 1% - 25% of Pipe Diameter
  - iii. 26% - 75% of Pipe Diameter
  - iv. 76% - 100% of Pipe Diameter
- g. Corrosion Upstream:
  - i. None:
  - ii. Minor:
    - 1. Invert corrosion is primarily cosmetic and does not appear to affect functionality of the pipe.
  - iii. Moderate:
    - 1. Invert is rusted out through < 25% of the pipe, but overall, pipe appears to be functioning as intended and not in imminent danger of structural or functional failure.
  - iv. Severe:
    - 1. Invert is rusted out through >25% of the length of the pipe. The pipe is in need of repair or replacement to prevent structural or functional failure.
  - v. Unable to Assess:
    - 1. Contact owner and report if unable to assess.
- h. Corrosion Downstream:
  - i. None:
  - ii. Minor:
    - 1. Invert corrosion is primarily cosmetic and does not appear to affect functionality of the pipe.
  - iii. Moderate:
    - 1. Invert is rusted out through < 25% of the pipe, but overall, pipe appears to be functioning as intended and not in imminent danger of structural or functional failure.
  - iv. Severe:
    - 1. Invert is rusted out through >25% of the length of the pipe. The pipe is in need of repair or replacement to prevent structural or functional failure.
  - v. Unable to Assess:
    - 1. Contact owner and report if unable to assess.
- i. Maintenance Priority:

- i. "None" shall be assigned if -
    - 1. "Remedial" or "Priority" assignment unnecessary
    - 2. Pipe is functioning as intended
  - ii. "Remedial" shall be assigned if -
    - 1. Sediment Upstream and/or Sediment Downstream is "26% - 75% of Pipe Diameter"
    - 2. Corrosion Upstream and/or Corrosion Downstream is "Moderate"
    - 3. Condition(s) described in "Notes" or identified by the inspector is/are beginning to impact the pipe's functional capacity but is/are not yet creating a public safety concern.
  - iii. "Priority" shall be assigned if -
    - 1. Sediment Upstream and/or Sediment Downstream is "76% - 100% of Pipe Diameter"
    - 2. Corrosion Upstream and/or Corrosion Downstream is "Severe"
    - 3. Existing structural and/or functional failure of the pipe associated with condition(s) described in "Notes" or otherwise identified by the inspector is/are creating an imminent threat to public safety.
- j. **Inspection Date:**
  - i. **Do not change this attribute.**
- k. Inspection Date 2:
  - i. Include inspection date and time.
- l. Inspector:
  - i. Inspector name
- l. Notes (shall include the following notes if applicable):
  - i. Pipe Length (in linear ft) – indicate pipe length for type A pipes if significantly different than the shape length shown in GIS
  - ii. Cracking (if present):
    - 1. Concrete pipes only
  - iii. Physical Damage (minor or major)
  - iv. Joint Separation (if present):
    - 1. Shall be noted if joint separation is creating a structural or functional concern.
  - v. Out-of-Round (for circular pipes only):
    - 1. Pipe height and width measurements shall be updated accordingly.
  - vi. Scour (if present)
  - vii. Sinkhole formation (if present):
    - 1. Inspector shall note if sinkhole is developing adjacent to or in the direction of the road.
  - viii. A note regarding the type of work recommended.
  - ix. Other notes deemed necessary by the Town or the inspector to better understand the condition and function of the pipe.
- m. Pipe ID–
  - i. IF AN ID IS ASSIGNED – DO NOT CHANGE THIS ATTRIBUTE.

- ii. If a new pipe is added to the inventory, assign ID based on increasing numeric values with an interval of 1 starting from 1818 (e.g., 1818, 1819, 1820).
  - n. Driveway Pipe & Ditches:
    - i. ~~Driveway pipes and Ditches are not to be included in the scope of work.~~
    - ii. If pipes are determined to be a driveway pipe (meaning it only provides right-of-way access to/from an individual property and does not share a direct, physical connection to a stormwater structure in the project order), please contact the Town for confirmation before updating from "No" to "Yes".
  - o. Pipe Inspection Completion:
    - i. Change pipe inspection checked to "Yes" after inspection and updated data entry is complete.
  - p. **Ownership, Merge Source, and Global ID:**
    - i. **Do Not Change These Attributes.**
  - q. Upstream Measure Down:
    - i. Include measurement (in vertical feet) from the top of the structure to the invert of the pipe *(only required where pipe is connected to Type A Structure)*
  - r. Downstream Measure Down:
    - i. Include measurement (in vertical feet) from the top of the structure to the invert of the pipe *(only required where pipe is connected to Type A Structure)*
- **Structures:** Data collected during all stormwater structure inspections for the deliverable shall include -
- a. Structure Type: (verify and update existing information as needed)
    - i. Catch Basin (Type A on Bid Form)
    - ii. Outlet Control Structure (Type A on Bid Form)
    - iii. Junction Box (Type A on Bid Form)
    - iv. Drop Inlet including Grate, Pedestal Top, Weir and Yard Inlets (Type A on Bid Form)
    - v. End-of-Pipe including Flared End Sections (Type B on Bid Form)
    - vi. Inlet or Outlet Headwall (Type B on Bid Form)
    - vii. Other (Type B on Bid Form)
  - b. Structure Material:
    - i. Pre-cast concrete
    - ii. Cast-in-place concrete
    - iii. Metal
    - iv. HDPE
    - v. Brick
    - vi. Other
  - c. Structure Damage:
    - i. None
    - ii. Minor:
      - 1. Cosmetic damage is present. Damage does not appear to be impacting the overall function of the structure.
    - iii. Moderate:

1. Damage does not currently have a significant impact on the structure's function, functional impact limited to structure's capacity to facilitate positive drainage from the Town's right-of-way (not including the roadway). Damage may accelerate functional failure if preventative maintenance and/or repairs not completed.
- iv. Severe:
  1. Damage is significantly impacting the structure's function, such that that associated system cannot facilitate positive drainage away from the roadway and right-of-way.
- v. Public Safety Hazard:
  1. Damage is significantly impacting the structure's function, such that that associated system cannot facilitate positive drainage away from the roadway and right-of-way. The damage substantially increases the risk of hydroplaning and/or impacts roadway accessibility for emergency services.
- d. Structure Sediment:
  - i. None
  - ii. 1% - 25% of Pipe Diameter
  - iii. 26% - 75% of Pipe Diameter
  - iv. 76% - 100% of Pipe Diameter
- e. Structure Debris:
  - i. None
  - ii. Minor:
    1. < 25% blockage of structure
  - iii. Moderate:
    1. > 25% blockage of structure
  - iv. Significant:
    1. > 75% blockage of structure
- f. Water:
  - i. Standing
  - ii. Flowing
  - iii. None
- g. Maintenance Priority:
  - i. "None" shall be assigned if -
    1. "Remedial" or "Priority" assignment unnecessary
    2. Pipe is functioning as intended
  - ii. "Remedial" shall be assigned if -
    1. Structure Damage is "Moderate".
    2. Sediment Upstream and/or Sediment Downstream is "26% - 75% of Pipe Diameter".
    3. Structure Debris is "Moderate".
    4. Condition(s) described in "Notes" or identified by the inspector is/are beginning to impact the pipe's functional capacity but is/are not yet

creating a public safety concern.

iii. "Priority" shall be assigned if -

1. Structure Damage is "Severe" or "Public Safety Hazard"
2. Sedimentation is "76% - 100% of Pipe Diameter"
3. Structure Debris is "Severe".
4. Existing structural and/or functional failure of the pipe associated with condition described in "Notes" or otherwise identified by the inspector is creating an imminent threat to public safety.

**h. Inspection Date:**

**i. Do not change this attribute.**

j. Inspection Date 2:

i. Inspection date and time

i. Field Notes (shall include the following notes if applicable):

i. Seepage (if present)

ii. Scour (if present)

iii. Sinkhole formation (if present):

1. Inspector shall note if sinkhole is developing adjacent to or in the direction of the road.

iv. A note regarding the type of work recommended:

1. As necessary, recommendations shall include, but are not limited to: **grouting**, invert paving or patching, re-pour/ replace structure, repair/ open crushed end-of pipe, **repair sinkhole/ scour**
2. Other notes deemed necessary by the Town or the inspector to better understand the condition and function of the pipe.

v. Re-assessed:

1. Change to "Yes" after inspection and updated data entry is complete.

vi. Re-Assessment Year:

1. Enter current year.

vii. Master ID -

1. IF AN ID IS ASSIGNED – DO NOT CHANGE THIS ATTRIBUTE.
2. If a new structure is added to the inventory, assign ID based on increasing numeric values with an interval of 1 starting from 1810 (e.g., 1810, 1811, 1812).

**viii. Ownership and Global ID:**

**1. Do Not Change These Attributes.**

ix. Top Elevation – Data collection not required for this attribute.

x. Creation, Creator, Edit Date, Editor – no updates required for these attributes.

## **2.03 General notes below explain the Town's needs and preferences related to this work.**

- Project Data and Deliverables -All reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this work shall become the property of the Town. The Town will provide three ArcGIS shapefiles, one for pipes one for structures, and another for the inspection area polygons (as shown in Appendix A), to the Firm.

The Firm will edit the data to include the inspection and assessment data for the pipes and structures. The Firm will deliver to the Town within two weeks of written request from the Town. Most deliverables are expected to be received in electronic format. Data entry and edits shall be in ArcGIS. Photos shall be submitted to the town in JPEG format with date stamp and with each photo labeled with pipe or structure number, or included in GIS Data Deliverable in a manner mutually agreed upon by the Town and the Firm.

- Notify Project Manager at least three business days in advance of starting inspections to schedule a preconstruction meeting wherein the Town and Firm will discuss the Town’s data collection preferences and inspection prioritization/ considerations.
- Notify Project Manager at least two business days prior to beginning inspections and when inspections are complete for each inspection area. Schedule meeting with Project Manager to discuss inspection findings after the completion of Inspection Areas 1-3, and then again after completion of all Inspection Areas outlined in Appendix A (Areas 1-6).
- Notify Project Manager if any pipes or structures are found that were not on the inventory. The Town will then decide if the structure needs to be added to the scope of work per the unit price for the item.
- Notify Project Manager if any pipes or structures are not found that were on the inventory. The Town will then decide if the structure needs to be deleted from the scope of work per the unit price for the item.
- Invoices - the Consultant shall provide monthly reporting and invoicing on all active projects in a manner and format that is mutually agreed upon by the Firm and the Public Works Director.

**3.00 Required Documents for Work Authorization**

Please return the following completed documents to the Town:

- Unit Price Sheet (see section 3.01)
- CONTRACTOR AFFIDAVIT UNDER O.C.G.A 13-10-9I(b) (1)
- Insurance Certificate ACORD 25 form
- Appendix B – Agreement

2025 Stormwater Inspection Services  
PW-2025-10

Fee Proposal

3.01 UNIT PRICE SHEET

No.	Items in Inspection Areas 1-6 (Appendix A)	Estimate Quantity	Unit	Unit Price	Total Price
1.	MS4 Pipes, Pipe Inspection, Assessment, Data collection in ArcGIS, Pipe Scoping Camera Photo Complete	431	Each	\$ 32	\$ 13,792
2.	Structure Type A, Inspection, Assessment, Data collection in ArcGIS, Interior and Exterior Photos Complete	318	Each	\$ 16	\$ 5,088
3.	Structure Type B, Inspection, Assessment, Data collection in ArcGIS, Photo Complete	302	Each	\$ 16	\$ 4,832
4.	Allowance for Contingency	1	Lump Sum	\$1000	\$ 1,000

Total Price - \$ 24,712

Section 3.02

Exhibit A

Part 1 of 2

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

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

#106037

Federal Work Authorization User Identification Number

03/10/2008

Date of Authorization

Integrated Science & Engineering, Inc.

Name of Contractor

PW-2025-10: 2025 Stormwater Inspection Services

Name of Project

Town of Tyrone, Georgia

Name of Public Employer

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

25, 2025 in (city) Newnan, (state) Georgia

Signature of Authorized Officer or Agent

Lawrence H. Davis, Jr.

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25 DAY OF April, 2025

Lisa Henderson

NOTARY PUBLIC

My Commission Expires:

July 28, 2025

Exhibit A



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

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

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

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

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

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

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

Executed in Newnan (city) Georgia (state).

[Signature]  
Signature of Applicant  
Lawrence H. Davis, Jr.  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25 DAY OF April, 2025  
Lisa Henderson  
NOTARY PUBLIC  
My Commission Expires: 7/28/2025



4.0 Terms and Conditions

4.01 FIRM GENERAL RESPONSIBILITIES

- A. Notification to the Town if work to be performed is outside the scope of what was identified in the original Project Order agreement.
- B. The Firm will consult with the appropriate Town personnel for approval prior to any schedule variance. Firm shall notify the Public Works Director at least 2 work days prior to any activity rescheduling. Correspondence may occur via email (preferred) or phone call.
- C. The Firm shall provide competent, suitable and qualified personnel to perform the work as required for each Project Order.
- D. Firm's vehicles used inside the Town shall be in good repair, free from leaking fluids and properly registered.
- E. The Firm is required to follow MUTCD when working within any Town Right-of-Way. Cost for this shall be included in the bid prices.
- F. All personnel are required to wear safety protective equipment as appropriate for the situation. The Firm will be responsible for providing the safety equipment to their employees.
- G. Contactor shall purchase and provide all materials, supplies and labor necessary to fulfill the requirements of this proposal.

4.02 INSURANCE REQUIREMENTS

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

- A. Comprehensive General Liability
  - i. Bodily and Personal Injury, Property Damage and Contractual: \$1,000,000 Combined Single Limit Each Occurrence/\$2,000,000 General Aggregate
  - ii. General Aggregate Limits shall apply per Project
- B. Comprehensive Automobile Liability
  - i. Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit Each Occurrence
  - ii. Any Auto including Hired and Non-Owned liability coverage is required.
- C. Workers Comprehensive
  - i. Workers' Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the services required by this proposal of not less than the minimum requirement of \$100,000 per accident/\$100,000 Disease each employee/\$500,000 Disease policy limit. At a minimum, the policy must also meet Georgia required coverage.

- D. The Town must be listed as "additional insured" on the policy of insurance as follows:  
Town of Tyrone; 950 Senoia Road; Tyrone, GA 30290.
- E. The policy **shall not** contain a waiver of subrogation.

Firm shall provide the Town with a valid Certification of Insurance evidencing the Town. The certificate shall be on the ACORD 25 form. The certificate will further confirm that at least thirty {30} days prior written notice will be furnished to the Town by Insurer before cancellation or non-renewal of policy.

The insurance policies may not include a deductible, retention or self-insurance in excess of \$10,000. It is further understood that any coverage extended by reason of this paragraph shall be primary and non- contributory and such shall be evidenced on the Certificate of Insurance. Any insurance maintained by the Town of its own protection shall be secondary of excess insurance. All insurance companies providing coverage must have an AM Best Rating of A-VII or better unless approved by the Town in advance at its sole discretion.

**4.03 INDEMNIFICATION**

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

**4.04 PROPOSAL REPRESENTATION**

Each Proposer, who has the legal authority to sign and bind the firm, must sign the proposal with their usual signature and shall give their full business address on the form provided in this Proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

**4.05 NON-COLLUSION**

By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.

**4.06 NOTICE TO PROCEED**

The Town shall not be liable for payment of any work done or any costs incurred by any offeror prior to the Town issuing a written Notice to Proceed.

**4.07 SEVERABILITY**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.

**4.08 TERMINATION OF AWARD FOR CAUSE**

If, through any cause, the successful Proposer should fail to fulfill in a timely and proper manner its obligations or if the successful Proposer knowingly violates any of the covenants, agreements or stipulations of the award, the Town shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Town, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the *above*, the successful Proposer shall not be relieved of liability to the Town for damage sustained by the Town by virtue of breach of the award by the successful Proposer and the Town may withhold any payments to the successful *vendor* for the purpose of set *off* until such time as the exact amount of damages due the Town from the successful Proposer is determined.

**4.09 TERMINATION OF AWARD FOR CONVENIENCE:**

The Town may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least ten (10) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Town, become its property. If the award is terminated by the Town as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

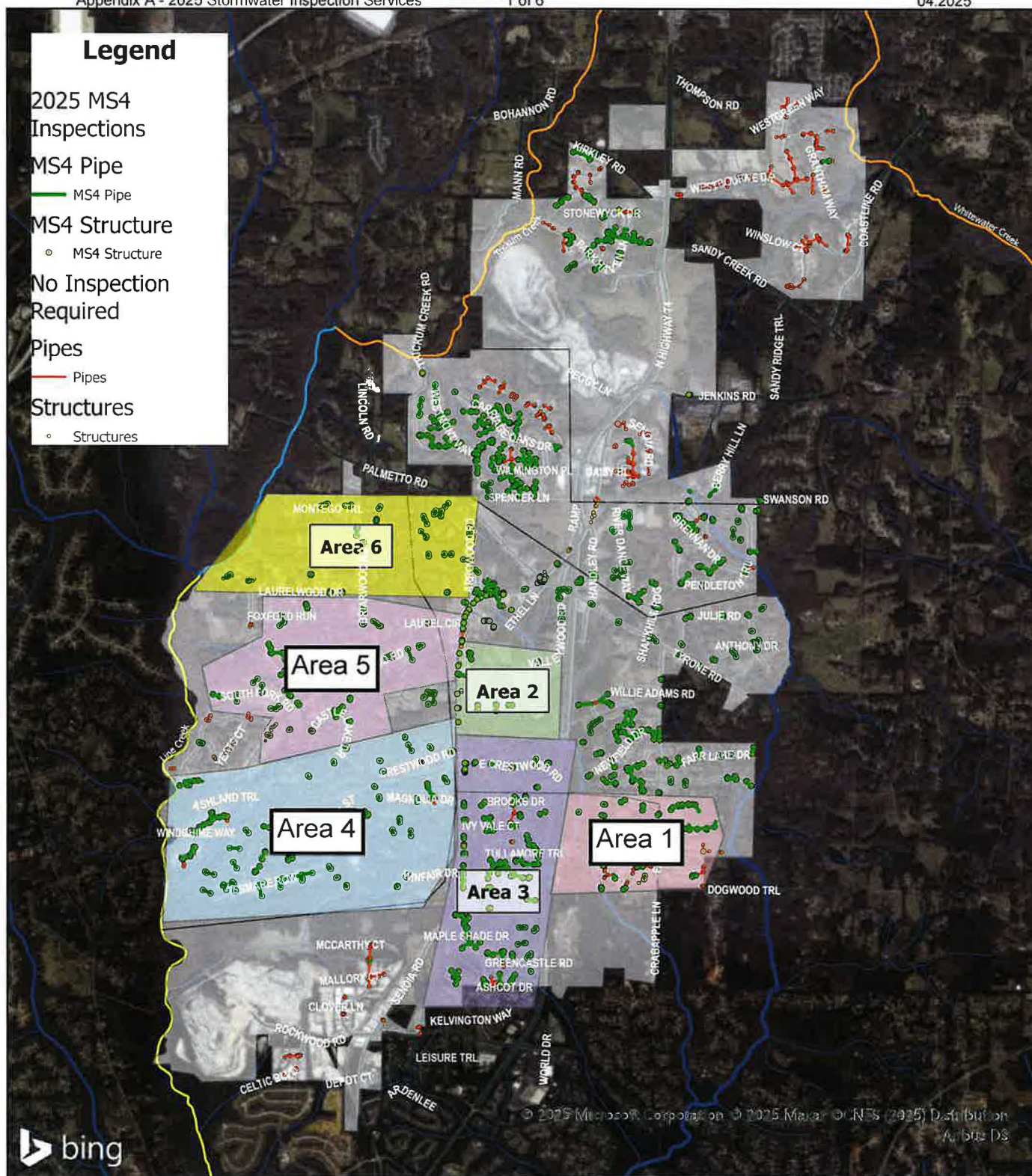
**4.10 FORCE MAJEURE:**

Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

**4.11 GOVERNING LAW:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate *venue* in Fayette County, Georgia.

**Appendix A - Inspection Area Maps**

**Town of Tyrone - 2025 Stormwater Inspection Services**



## 2025 MS4 Inspection Areas 1-6

Town of Tyrone - 2025 Stormwater Inspection Services  
MS4 Inspection Areas 1-6 contain ~431 pipes and 620 structures requiring inspection. Other pipes/ structures shown are included in the Town's inventory, but no inspections are required as the pipes/structures have been inspected between 2023-2024, or are privately-owned.

2025

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere


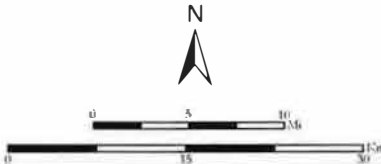


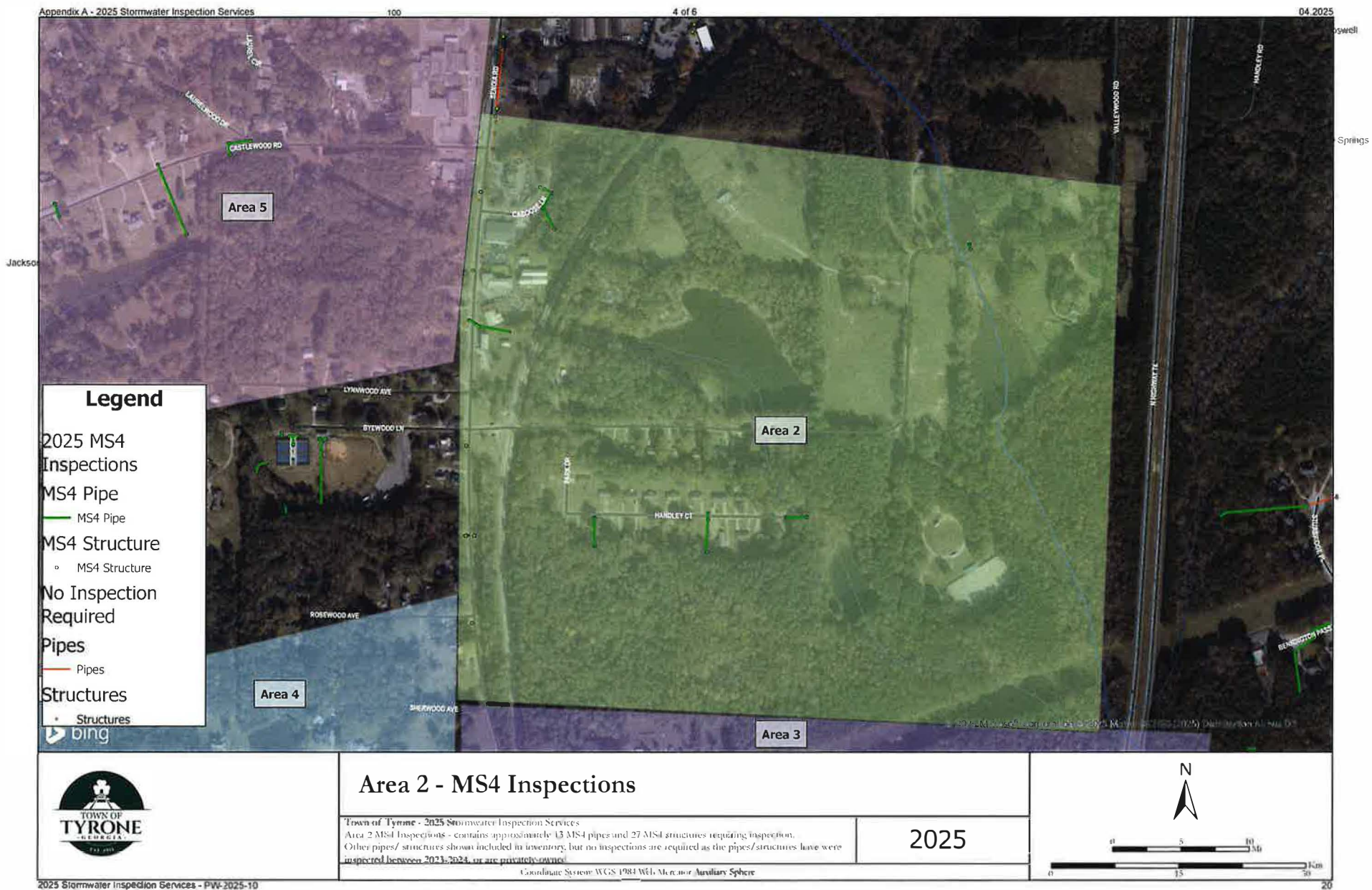
## 2025 Town of Tyrone Stormwater Inspection Services - Inspection Area Summary Table

2025 Stormwater Inspection Areas	MS4 Pipes to Inspect*	MS4 Structures to Inspect*
Area 1	56	74
Area 2	13	27
Area 3	134	182
Area 4	130	175
Area 5	69	101
Area 6	29	61
Areas 1-6 Totals*	431	620

*\*Total counts for pipes and structures "to inspect" based on pipes and structures requiring inspection in 2025. The total count for each area only accounts for pipes and structures located within the inspection areas with the following attributes: the feature is not identified as privately-owned, (if a pipe) the feature is not identified as a driveway pipe, and the feature was not inspected during 2023 or 2024.*



	<b>Area 1 - MS4 Inspections</b>			
	Town of Tyrone - 2025 Stormwater Inspection Services Area 1 MS4 Inspections - contains approximately 56 MS4 pipes and 74 MS4 structures requiring inspection. Other pipes/ structures shown included in inventory, but no inspections are required as the pipes/structures have were inspected between 2023-2024, or are privately owned.			2025
	Coordinate System: WGS 1981 Web Mercator Auxiliary Sphere			



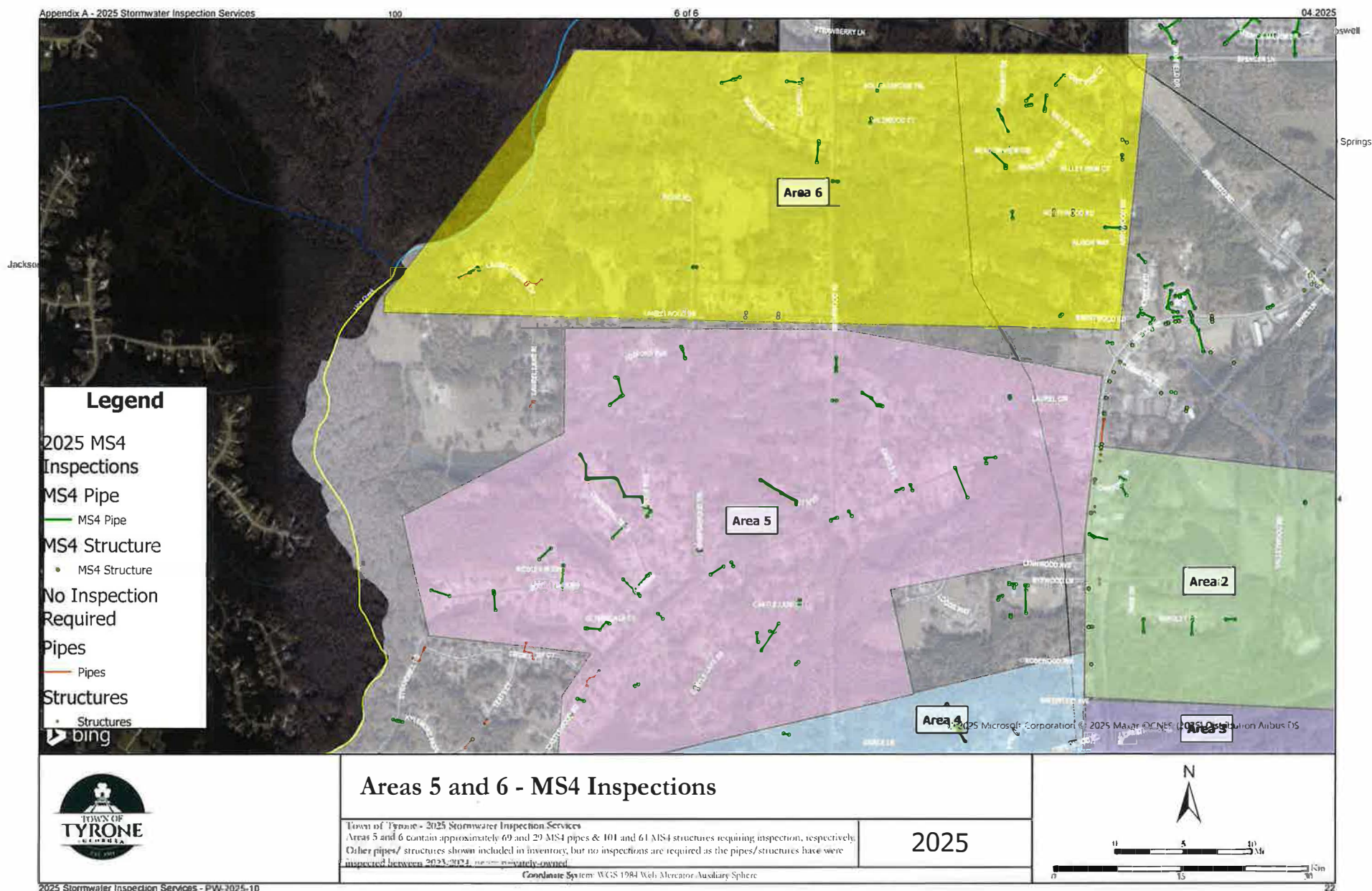


**Areas 3 and 4 - MS4 Inspections**

Town of Tyrone - 2025 Stormwater Inspection Services  
Areas 3 and 4 contain approximately 134 and 132 MS4 pipes & 182 and 175 MS4 structures requiring inspection, respectively. Other pipes/ structures shown included in inventory, but no inspections are required as the pipes/structures have were inspected between 2023-2024, or are privately-owned.

2025





**Appendix B - Agreement**

**Town of Tyrone – 2025 Stormwater Inspection Services Agreement**

AGREEMENT

2025 Stormwater Inspection Services  
Project #: PW-2025-10

This Agreement, made this day of April 25 , 2025 by and between The Town of Tyrone, GA (hereinafter in this Agreement called "Owner") and Integrated Science & Engineering, Inc. \_ (hereinafter in this Agreement called "Consultant").

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

- 1. The Consultant will provide stormwater infrastructure inspection services as described elsewhere in the contract documents.
- 2. The Consultant will provide stormwater infrastructure inspection services per the unit rates as described elsewhere in the contract documents.
- 3. The term "Contract Document" means and includes the following in order of importance:
  - a) This Agreement
  - b) Consultant's Unit Price Sheet/ Fee Proposal Form
  - c) The Proposal, including Work Schedule, Statement of Work & Scope of Work, Terms & Conditions, Appendices, & other components
  - d) Certificate of Insurance
  - e) Consultant's Affidavit under O.C.G.A. § 13-10-91 (b)(1)
  - f) Notice to Proceed

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement on the date fast above written.

OWNER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ATTEST (COMPLETED BY OWNER):  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

CONSULTANT:

  
\_\_\_\_\_  
(Signature)

Lawrence H. Davis, Jr.  
\_\_\_\_\_  
(Printed Name)

President  
\_\_\_\_\_  
(Title)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

58-1286525  
\_\_\_\_\_  
(Employer Identification Number)