



**TOWN COUNCIL MEETING -
REVISED**

November 21, 2024 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

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

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

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

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

1. Approval of minutes from November 7, 2024.

2. Approval of a contract from Action Packed Party Rentals for the Town Christmas Tree Lighting event on Sunday, December 1, 2024 not to exceed \$3,392.00.

3. Approval of Pyro Enterprise's contract for December 1, 2024, Christmas event for \$8,900.00.

4. Consideration of a request from Chabad Southside to use the Recreation Center to host their Grand Menorah Lighting celebration on December 29, 2024, and to waive the rental fee.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

- [5.](#) Approval of a correction to revisions made to the Golf Cart Ordinance on November 7, 2024. - **Brandon Perkins, Town Manager**

X. NEW BUSINESS

- [6.](#) Approval of the Town's Employee Health Insurance coverage and rates for 2025. - **Brandon Perkins, Town Manager**

- [7.](#) Consideration to purchase a 2024 Ford Police Interceptor Utility vehicle to replace a patrol vehicle lost in an automobile accident, with insurance coverage under the State Contract for \$24,453.25 from Wade Ford. **Randy Mundy, Police Chief**

- 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

November 07, 2024 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

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

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

Also present:
Mitch Bowman, Public Works Supervisor
Randy Mundy, Police Chief
Sandy Beach, Finance / HR Manager
Tracy Young, Fayette County Development Authority Representative

Absent: Eric Dial, Mayor

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 Whelan.
Voting Yea: Council Member Campbell, Mayor Pro Tem Furr, Council Member Whelan, Council Member Hunter.

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

- 1. Approval of minutes from October 16, 2024, at 9:00 a.m., October 17th, and October 24th at 6:00 p.m. and 6:30 p.m.

- 2. Approval of an update to the Town's Holiday closure schedule to include December 23rd, 26th, and 27th.
- 3. Approval of Crossroads Christian School's Fall Family Picnic at Shamrock Park on November 8th from 10:00 a.m. to 2:00 p.m.

A motion was made to approve the consent agenda.

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

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

- 4. Consideration of a revision to section 36-75 of the Golf Cart Ordinance to allow golf carts or low-speed motor vehicles to be operated on Dogwood Trail between Meadowood Lane and Greencastle Road. - Brandon Perkins, Town Manager

Mr. Perkins explained that for twenty-plus years citizens had been illegally crossing Dogwood Trail with golf carts to enter Peachtree City via Greencastle Road which was also a truck route. Due to a minor incident with a truck and golf cart and the need for citizens to utilize the route, staff proposed to change the dated ordinance. He stated that proper signage would be placed to notify citizen that golf carts would be crossing Dogwood Trail.

Council Member Campbell asked if the Shamrock Industrial Park truck drivers could be notified. Mr. Perkins stated that he would send notifications to business owners in Shamrock Industrial Park and would also erect the S.M.A.R.T trailer with a message.

Council Member Hunter stated that he was surprised that the sign indicated cars were traveling slower than he estimated. Mr. Perkins shared that officers were trained to estimate speed without devices.

Council Member Whelan shared her concerns regarding a previous minor incident with a young golf cart driver and vehicle. Mr. Perkins clarified that the individual was on the opposite side of Highway 74. Council Member Whelan restated her safety concerns.

Council Member Campbell stated his concerns regarding the importance of following the ordinance for underaged drivers and the list of required items for a safe golf cart. Council discussed the age requirements and a list of requirements to maintain a golf cart. Council then discussed the list of roads that golf carts were not allowed on.

Council Member Whelan restated her safety concerns with golf carts crossing the truck route. Council Member Hunter shared her concerns.

A motion was made to approve the revision of Section 36-75 of the Gold Cart Ordinance to allow golf carts or low-speed motor vehicles to be operated on Dogwood Trail between Meadowood Lane and Greencastle Road.

Motion made by Council Member Campbell, Seconded by Council Member Hunter.
Voting Yea: Council Member Campbell, Mayor Pro Tem Furr, Council Member Hunter
Voting Nay: Council Member Whelan.

X. NEW BUSINESS

- 5. Consideration to Award the John Deere 331P Compact Track Loader to Ag-Pro under State Contract 99999-001-SPD0000177-0011 in the amount of \$94,213.92. Scott Langford, Town Engineer / Public Works Director

Mr. Langford explained that the following few purchases would assist with mulching and clearing. The items would be purchased from the Public Works General Fund and savings from previous purchases.

Council Member Campbell asked why the purchase took so long. Mr. Langford explained that the process itself takes a while plus they had to wait on the approval of the new budget.

A motion was made to award the John Deere 331P Compact Track Loader to Ag-Pro under State Contract 99999-001-SPD0000117-0011 for \$94,213.92.

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

- 6. Consideration to Award the John Deere MH60D Mulching Head to Ag-Pro under State Contract 99999-001-SPD0000177-0011 in the amount of \$40,097.30 Scott Langford, Town Engineer / Public Works Director

A motion was made to award the John Deere MH60D Mulching Head to Ag-Pro under State Contract 99999-001SPD0000177-0011 for \$40,097.30.

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

7. Consideration to Award the Bobcat 28" MX Drum Mulcher to Bobcat of Atlanta - PTC in the amount of \$18,269.20. Scott Langford, Town Engineer / Public Works Director

Council Member Campbell recalled that the Mini X Tractor had a grinder. Mr. Bowman stated that a part came off the bush hog and that it was discontinued. It was less expensive to purchase a new one.

Council Member Hunter asked for an update on the new Public Works storage facility. Mr. Langford stated that the final cost was being estimated and would then move into the bidding process.

A motion was made to award the Bobcat 28" MX Drum Mulcher to Bobcat of Atlanta - PTC for \$18,269.20.

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

8. Consideration to Award the Spike Road Maintainer to Hoelscher in the amount of \$17,000. Scott Langford, Town Engineer / Public Works Director

Council Member Campbell asked which piece of equipment it fit. Mr. Bowman stated that it would fit all three tractors. Council Member Whelan asked if the item was under budget. Mr. Bowman stated that, unlike the other items the cost had not increased.

A motion was made to award the Spike Road Maintainer to Hoelscher for \$17,000.

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

9. Consideration to select Southtree Commercial Construction, LLC for RFP PW-2024-30 (Shamrock Park Timber Frame Pavilion) and approve the associated design-build contract. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet shared that the project was a part of the 2023 SPLOST totaling \$700,000 from beginning to completion. He added that Council would have the final vote on the design.

A motion was made to approve the final RFP of the design-build contract RFP PW-2024-30 (Shamrock Park Timber Frame Pavilion) with Southtree Commercial Construction, LLC for \$700,000.

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

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

XII. STAFF COMMENTS

Mr. Trocquet announced that the Fayette County Transportation Improvement Project (TIP) on Dogwood Trail would begin in April, Tyrone’s portion would be \$145,400.82 and the project was awarded to E.R. Snell.

Chief Mundy thanked Council on behalf of the employees for their vote to close the week of Christmas. He added that assessors from the Georgia Association of Chiefs of Police would audit their department next Thursday and Friday. He also stated that he would submit an agenda item soon to replace a vehicle that was involved in an accident.

Council Member Campbell inquired about the search for additional police officers. Ms. Beach clarified that staff was also down two more officers. Chief Mundy stated that staff was utilizing many avenues such as seeking out candidates from Southern Crescent, West Georgia Police Academy, Rome Police Academy, and Georgia Military College.

Mr. Perkins announced the annual Veterans Day Program on Monday, November 11th at 11:00 a.m. located at Veterans Memorial Park.

Mr. Perkins updated Council on the approved upgraded retirement plan. Employees have been given 90 days before voting on whether to remain or opt out of Social Security on February 4th through 11th. Council Member Hunter asked for more information. Mr. Perkins reminded Council that the new retirement plan was a replacement plan, and long-term employees could have a significant amount more for retirement than a 401K, only available to government employees. Individual employees have the option to stay with Social Security or opt-out, they cannot change after they have voted. He added that employees have been trained on the subject.

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

A motion was made to move into Executive Session for one item of threatened litigation.

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

A motion was made to reconvene.

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

XV. ADJOURNMENT

A motion to adjourn was made.

Motion made by Council Member Campbell.

Voting Yea: Council Member Campbell, Mayor Pro Tem Furr, Council Member Whelan,
Council Member Hunter.

The meeting adjourned at 8:22 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL ITEM AGENDA REQUEST FORM

Department: Recreation

Meeting Date: November 21, 2024 **Staff Contact:** Lynda Owens
Agenda Section: Consent

Staff Report:

Item Description: Contract for Action Packed Party Rentals. Christmas rentals for December 1, 2024 Town Christmas.

Background/History:

The contract that is being presented for approval is the same contract drawn up by our lawyers, approved by the Council and signed by the Mayor for the 2022 Christmas event. Action Packed Party rentals has agreed to sign the same 2022 contract, for the same items, for the same amount as 2022. The only change is the date. The date change has been made.

Findings/Current Activity:

Is this a budgeted item? yes If so, include budget line number: 100-60-52.1350

Actions/Options/Recommendations: Approval

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the Town of Tyrone, Georgia, hereinafter called “Town” and Action Packed Parties, LLC, hereinafter called “Contractor”.

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

Section 1. Scope of Lease

Contractor shall lease to the Town the following equipment (hereinafter the “Equipment”) for an event to be held at Shamrock Park in the Town of Tyrone on November 27, 2022, from 2:00 p.m. through 7:00 p.m.:

1. 20’ Polar Plunge Dry Slide;
2. 3D Frozen Dry 5A;
3. Snow Globe;
4. Snowman Dancing Dome (Bin 48-A-2) 1D;
5. Three (3) Generators (incl. up to 4 hrs. of gas for each);
6. Snowy the Snowman (includes 4 hours of snow solution); and
7. Christmas Cottage 1E.

Contractor shall deliver the Equipment between 6:00 a.m. and 1:00 p.m. and pick up the Equipment following the event after 7:00 p.m.

Section 2. Payment

As payment for the provision of the services described in Section 1 above, the Town shall pay to the Contractor the amount of \$3,392.00. A non-refundable down payment in the amount of

\$1,696.00 shall be paid at the time of the execution of this Agreement. The remainder shall be payable upon delivery and set-up of the Equipment at the location described in Section 1 above.

Section 3. Insurance

During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the contractor shall provide and maintain the following coverage and limits:

General Liability – The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

Automobile Liability – The Contractor shall provide and maintain Automobile Liability Coverage at a rate of no less than \$1,000,000 each accident for any automobile used in the performance of the Work.

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

The policy or policies are to contain, or be endorsed to contain, the following provisions:

- (a) Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions; and
- (b) Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

Section 4. Indemnification

To the extent allowed by law, the Town agrees that it will indemnify and hold free and harmless Contractor from any and all claims or action, if caused by Town, for personal injury, sickness, or disease. Town will pay any and all judgment decrees, cost, including attorney's fees, which may be rendered against Contractor if those injuries, sicknesses, or diseases are judged to have been caused by Town. Contractor agrees that they will indemnify and hold harmless Town from any and all claims or actions caused in whole or in part by Contractor, its employees, agents, or assigns for any personal injury, sickness, or disease. Contractor will pay any and all judgments, costs, including attorney's fees, which may be rendered against Town as a result of said claims or actions aforementioned.

Section 5. Subcontracting

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

Section 6. Governing Laws and Venue

This contract is made under and shall be governed and construed in accordance with the

laws of the State of Georgia. Any disputes that arise under this contract shall be subject to the jurisdiction of the courts of Fayette County, Georgia and the United States District Court for the Northern District of Georgia, as applicable.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

TOWN OF TYRONE, GEORGIA

By: _____

Name: _____

Title: _____

(SEAL)
Attest:

Name: _____

(Please Print)

Title: _____

ACTION PACKED PARTIES, LLC:

By: _____

Name: _____

Address: _____

(SEAL)
Attest:

Name: _____

(Please Print)

Title: _____



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: November 21, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Lynda Owens

STAFF REPORT

AGENDA ITEM:

Pyro Enterprises

BACKGROUND:

Fireworks show for the Town Christmas Tree Lighting event. The date is December 1, 2024. The amount is not to exceed \$8,900.00. This is the same contract approved for the Founders Day fireworks show. The only changes made are the date, time and pricing.

FUNDING:

Line item: 100-60-52.1300

STAFF RECOMMENDATION:

Approval

ATTACHMENTS:

Contract, Cover Sheet

PREVIOUS DISCUSSIONS:

Click or tap here to enter text.

Pyro Enterprises Fireworks

FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT (Agreement) effective upon signing by both parties, is by and between Pyro Enterprises Fireworks and TOWN OF TYRONE. In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

SERVICE TERMS : Pyro Enterprises Fireworks will provide Sponsor with a fireworks display subject to the terms and conditions of this agreement. The date of the show is to be 12/01/24 with a rain date of TBD . Price for this show will be \$8,900. **A deposit of 50% is to be paid upon contract signing..The balance is to be paid by 12/16/24.** If Sponsor fails to perform its obligations as required and agreed to by both parties, Pyro Enterprises Fireworks is entitled to charge interest at the rate of 1.5% per month. Furthermore, if Pyro Enterprises Fireworks must enforce it's rights by hiring an attorney or other third party representation, Sponsor is liable for all fees and costs incurred by Pyro Enterprises Fireworks to collect the full amount owed.

DISPLAY RESPONSIBILITIES

Pyro Enterprises Fireworks and Sponsor shall collaborate in the performance of certain tasks relating to the fireworks display. These tasks include but are not limited to the following:

- A. Procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B. Providing adequate private or public security, to secure the display site.
- C. Removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyro Enterprises Fireworks as the display site, fallout area or safe zone.

INSURANCE

Pyro Enterprises Fireworks will provide a certificate evidencing a maximum of \$1,000,000 general liability insurance coverage. Pyro Enterprise agrees to name Town of Tyrone, Ga as the certificate holder and additional insured. Additional insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authors and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

MISCELLANEOUS

- A) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyro Enterprises Fireworks.
- B) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- C) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- D) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original.

Pyro Enterprises Fireworks

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

Pyro Enterprises Fireworks

Sponsor: Town of Tyrone, Ga

Signature: _____

Signature: _____

Name: John Feigert

Name: _____

Title: President

Title: _____

Date: 08/08/2024

Date: _____

Address: 217 Whispering Pines Dr.
Woodstock, GA 30188

Address: _____

Phone: 770-842-3977

Phone: _____

Email: jfeigert@gmail.com

Email: _____

Pyro Enterprises Fireworks

CONTACT / INSURANCE INFORMATION FORM

You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.

Sponsor Name: _____

Sponsor Contact Name: _____

Address: _____

City, State & Zip: _____

Phone: _____ Fax: _____

Email: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date: _____ Display Time: _____

Rain Date: _____

Day-of-Show Contact Name: _____

Phone/Mobile: _____ Email: _____

Display Site Location and Address:

Additionally Insured – If Applicable:

****PLEASE RETURN THIS COMPLETED FORM TO****
EMAIL: jtfeigert@gmail.com
PHONE: 770-842-3977



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: November 21, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration of a request from Chabad Southside to use the Recreation Center to host their Grand Menorah Lighting celebration on December 29, 2024 and to waive the rental fee.

BACKGROUND:

Chabad Southside has requested to host their (open to the public) annual Grand Menorah Lighting at the Recreation Center on Sunday, December 29, 2024 from 4 p.m. to 6 p.m. This event will include music, food, crafts, and children’s activities leading up to the lighting of the Menorah, which will be displayed at Shamrock Park.

Chabad has requested that the rental fee for the Recreation Center be waived since their event will be open to the public. They are also wishing to leave their Menorah on display at Shamrock Park for the 8 days of Hanukkah.

FUNDING:

None.

STAFF RECOMMENDATION:

Staff recommends approval to waive the rental fees and to allow the Menorah to be displayed at Shamrock Park during Hanukkah.

ATTACHMENTS:

Photos of previous events held in Peachtree City.

PREVIOUS DISCUSSIONS:

None.











November 12, 2024

To: Mayor and Council
CC: N/A
From: Brandon Perkins, Town Manager
Re: Correction of Changes to the Golf Cart Ordinance

On November 7, 2024, Council voted to change the Town’s Golf Cart ordinance to allow golf carts to be operated on Dogwood Trail between Meadowood Lane and Greencastle Road.

On November 11, 2024 it was brought to my attention by a staff member that the new ordinance document prepared by our legal team referred to “Section 36-75 (j)” of the ordinance while the Town’s current ordinance does not have a Section 36-75 (j). It appeared that the correct reference should have been Section 36-75 (g). I reached out to Mr. Davenport to inquire about this apparent error and he was able to ascertain that he’d referenced an outdated version of the ordinance when drafting the correction prior to the meeting.

In order to correct this matter, Council will need to take two actions during the November 21, 2024 meeting:

1. Vote to rescind the vote taken at the November 7, 2024 meeting; and
2. Vote to adopt the ordinance in correct form (attached) amending the current language of the Golf Cart Ordinance.

Incorporated 1911

STATE OF GEORGIA

TOWN OF TYRONE

ORDINANCE

NO. 2024-_____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE TOWN OF TYRONE, GEORGIA; TO AMEND THE PROVISIONS PERTAINING TO THE REGULATIONS ALLOWING FOR THE USE OF GOLF CARTS; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF TYRONE AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF THE TOWN OF TYRONE AS IT PERTAINS TO THE USE OF GOLF CARTS (CHAPTER 36), BE AMENDED AS FOLLOWS:

Section 1. By deleting Section 36-75 (g) pertaining to Operation Regulations for the use of golf carts in Article III in its entirety, and by enacting, in lieu thereof, a new Section 36-75 (g) pertaining to Operation Regulations for the use of golf carts in Article III to read as follows:

Sec. 36-75. Operation regulations.

(g) No low-speed motor vehicle or golf carts shall be permitted to operate on the following streets within the boundaries of the town, except where authorized crossings are provided:

- (1) Palmetto Road;
- (2) Tyrone Road;
- (3) Dogwood Trail (except between Meadowood Lane and Greencastle Road);
- (4) Jenkins Road;
- (5) Sandy Creek Road; and
- (6) Peggy Lane.

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

Section 3. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or

unconstitutional were not a part thereof. The Mayor and Council hereby declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this _____ day of _____, 2024.

MAYOR AND COUNCIL FOR THE
TOWN OF TYRONE

By: _____
Eric Dial, Mayor

(SEAL)

ATTEST:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: November 21, 2024

Agenda Item Type: New Business

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Approval of the Town's Employee Health Insurance coverage and rates for 2025.

BACKGROUND:

The Town provides its employees with medical insurance as part of its benefits package. This is a significant, but necessary expense as good insurance is an important retention and recruiting tool. The Town generally anticipates a 15% increase in its cost to provide this benefit each year and covers a significant portion of the benefit for its employees and their dependents.

For FY2025, we budgeted \$871,813.62 for employee health insurance, which includes the anticipated 15% increase. When we received the initial quote from our provider, the actual increase was 19%. I asked our broker to revisit that quote with Anthem and they came back to us with a new quote that only increased by 9% and included the same plan.

Given the budgeted amount and the lower quote, I asked Finance to review the numbers and ascertain whether or not we could avoid passing the cost of the increase on to our employees this year. Based on that analysis, the cost to cover the increase while leaving the employee contribution at the 2024 numbers would be \$822,336.48, which is within the \$871,813.62 budget.

FUNDING:

~\$822,336.48 from the general fund personnel budget.

STAFF RECOMMENDATION:

Staff recommends approval of the new health insurance premium of \$822,336.48, which keeps employee contributions at their 2024 rate.

ATTACHMENTS:

Plan analysis.

PREVIOUS DISCUSSIONS:

None.

Comparing Different Scenarios for the 2025 Anthem Medical Benefits with a 9% Increase

	EE Cost Same As 2024	Dep Paid At 72%	Dep Paid At 70%	# Enrolled	Total Annual Cost
Low Plan					
2OAP5 80% A POS - \$1,500/\$4,500 Deductible					
Employee	\$0.00	\$0.00	\$0.00	0	\$0.00
Employee + Spouse	\$86.68	\$83.03	\$94.42	2	\$52,554.72
Employee + Child(ren)	\$70.31	\$66.75	\$76.58	2	\$48,800.64
Family	\$190.35	\$186.16	\$207.39	7	\$267,152.76
Mid Plan					
2OAP5 80% A POS - \$1,000/\$3,000 Deductible					
Employee	\$0.00	\$0.00	\$0.00	9	\$121,130.64
Employee + Spouse	\$156.72	\$159.44	\$170.83	5	\$141,319.80
Employee + Child(ren)	\$135.35	\$137.70	\$147.53	0	\$0.00
Family	\$292.07	\$297.13	\$318.36	1	\$41,049.96
High Plan					
OAP5 100% B POS - \$500/\$1,500 Deductible					
Employee	\$54.66	\$59.58	\$59.58	6	\$90,048.24
Employee + Spouse	\$271.51	\$284.56	\$295.95	2	\$63,034.08
Employee + Child(ren)	\$241.94	\$253.88	\$263.71	1	\$29,265.72
Family	\$458.79	\$478.86	\$500.08	2	\$91,549.44
Employee Annual Expenses	\$123,569.52	\$125,715.12	\$134,666.52		
Town Of Tyrone Employer Annual Expense	\$822,336.48	\$820,190.88	\$811,239.48		
Total Annual Medical Cost - Employee & Employer	\$945,906.00	\$945,906.00	\$945,906.00		\$945,906.00
2025 Additional Employer Cost From Last Year	\$822,336.48	\$820,190.88	\$811,239.48		

*This assumption is that everyone covered elects the same coverage in 2025 that they had in 2024.



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: November 21, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Chief Randy Mundy

STAFF REPORT

AGENDA ITEM:

Replacement of Patrol Vehicle

BACKGROUND:

On May 30, 2024, Vehicle #2103 was involved in an automobile accident and subsequently declared a total loss by our insurance provider. We received a check in the amount of \$22,000.75 from the insurance provider. We have located a 2024 Police Interceptor Ford Explorer at Wade Ford for a State Contract price of \$46,454.00. The Police Department is requesting \$24,453.25 to purchase this vehicle.

FUNDING:

110-3-54-2200

STAFF RECOMMENDATION:

Staff recommends that Council approve the request for additional funding in the amount of \$24,453.25 to replace this patrol vehicle.

ATTACHMENTS:

Yes

PREVIOUS DISCUSSIONS:

This item was presented to Council during the Staff Comments portion of the November 7, 2024 Town Council Meeting



PRICING PROPOSAL

DATE Tuesday, November 5, 2024

GA Statewide Contract 99999-001-SPD0000183-0006

Account Manager: RON MORGAN

CUSTOMER TOWN OF TYRONE
 CONTACT VAN BROCK
 PHONE 770-881-8311
 EMAIL van.brock@tyronega.gov
 ADDRESS

VEHICLE		TRADE	
Vehicle	2024 POLICE INTERCEPTOR	VIN Miles	
Color	AGATE BLACK METALLIC		
Stock #	RGA60736		
PRICING		Actual Value	
Vehicle Price -	\$52,395.00	Tires	-
STOCK FEE	\$500.00	Mileage Adjustment	-
Tag/Registration Fee (estimate)	\$0.00	Mechanical repairs	-
DOC FEE	\$0.00	Brakes	-
Vehicle Selling Price	\$52,895.00	Scratches / Paint	-
TOTAL UPFIT-	\$0.00	Body Damage / Dents	-
Customer Rebates / GPC	- (\$6,441.00)	Extra Allowance	+
Difference	\$46,454.00	Allowance:	\$0.00
		FLEET TAIL	
Taxes 7%	+ \$0.00	Name	
Trade Payoff	+ \$0.00	Address	
PREM EXTENDED 5YR / 100	+ \$0.00	Phone	
Service PLAN 7 / 100	+ \$0.00	Email	
Shipping Fee	+ \$0.00		
Balance Due (estimate)	\$46,454.00		
Total Quantity	1		
Order Total	\$46,454.00		
NOTES			
<p><i>This sales order does not guarantee availability A purchase order is required to guarantee availability.</i></p>			

X _____
 Buyer Date

Ron Morgan _____
 Account Manager Date 11/5/2024