



## TOWN COUNCIL MEETING January 16, 2025 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

**Eric Dial**, Mayor

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

**Jessica Whelan**, Post 1

**Dia Hunter**, Post 2

**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager

**Dee Baker**, Town Clerk

**Dennis Davenport**, Town Attorney

### I. CALL TO ORDER

### II. INVOCATION

### III. PLEDGE OF ALLEGIANCE

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

### V. APPROVAL OF AGENDA

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

1. Approval of minutes from December 19, 2024.
2. Approval for the Police Department to surplus eight patrol vehicles, with corrected vehicle identifiers, and to donate them to the Fayette County Police Academy to be used for training.
3. Approval to re-appoint Mr. David Nebergall to Planning Commission Post 1.
4. Approval to re-appoint Mr. Jeff Duncan to Planning Commission Post 3.
5. Approval to re-appoint Mr. Terry Noble to Planning Commission Post 5.
6. Approval of a site location and design option "A" for the Shamrock Park Pavillion project as presented from project architects, Context Design & Veridian Studios.

### VII. PRESENTATIONS

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

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

## VIII. PUBLIC HEARINGS

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

## IX. OLD BUSINESS

## X. NEW BUSINESS

10. Consideration of adopting a Resolution establishing the date for the Town's municipal election and to establish qualifying dates and fees. **Dee Baker, Town Clerk**
11. Consideration to Award the Pump Station 4 – Reserve Pump to Xylem Water System USA, Inc. Flygt Products in the amount of \$16,525.00. **Scott Langford, Town Engineer/Public Works Director**
12. Consideration to Award the Handley Park Public Works Building PW-2022-14 to the Corbett Group, LLC in the amount of \$672,350.00 for the base bid, and bid alternates A1, A2, A3, A4, A5, and A6. **Scott Langford, Town Engineer/Public Works Director**
13. Consideration to award the 2025 Pavement Marking project PW-2025-05 to Mid State Construction & Striping, Incorporated for \$13,923. **Scott Langford, Town Engineer/Public Works Director**

- 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  
December 19, 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:

April Spradlin, Court Clerk

**I. CALL TO ORDER**

Mayor Dial noted that the AV system was inoperable.

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

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

1. Approval of minutes from December 5, 2024.
2. Approval of the 2025 Holiday Schedule for office closures.
3. Approval to reappoint McNally, Fox, Grant & Davenport, P.C. as the Town's Legal Counsel.
4. Approval of Fayette County News as the Town's Legal Organ.

- 5. Re-Appointment of Alisha Thompson as Judge for Tyrone Municipal Court.
- 6. Re-Appointment of Judge Tonya Shy as Judge Pro-Tem for Tyrone Municipal Court.
- 7. Re-Appointment of Alaina Granade as Solicitor for Tyrone Municipal Court.
- 8. Approval for the Police Department to surplus eight patrol vehicles and to donate them to the Fayette County Police Academy to be used for training (vehicle list attached).

A motion was made to approve the consent agenda.

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

**VII. PRESENTATIONS**

**VIII. PUBLIC HEARINGS**

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

- 9. Approval of the Fiscal Year 2023/2024 Founders Day budget amendment for an additional \$17,500 which also increases the General Fund budget by the same amount. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet informed Council that in the fiscal year 23/24, the Founders Day budget had an overage of \$17,500 due to unforeseen costs from the stage, dance floor, upgrade of audio capabilities, and Farris Wheel deposit but that the department’s revenue was up due to rentals and classes (program services). Mayor Dial clarified that there was less surplus that year.

Council Member Campbell inquired if the additional costs were approved by Council at that time. Mr. Trocquet stated that the amounts typically did not require Council’s approval but management’s approval. Mayor Dial stated that more oversight needed to be practiced over the unexpected costs. Mr. Trocquet ensured more oversight; however, it was difficult to predict revenue from sponsorships. Mayor Dial restated the budget more carefully. Council Member Hunter added to budget for future contingencies. Council Member Campbell inquired about the current Founders Day budget. Mr. Trocquet stated that Mr. Perkins was being proactive with staff due to the auditor’s note.

A motion was made to approve the Fiscal Year 2023/2024 Founders Day budget amendment for an additional \$17,500 which increases the General Fund budget by the same amount.



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

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

**XII. STAFF COMMENTS**

**XIII. COUNCIL COMMENTS**

Council Member Hunter wished everyone a Merry Christmas and a Happy New Year.

Mayor Dial shared that Town offices would be closed next week and on January 1<sup>st</sup> for the holidays. He wished Council Member Furr an early Happy Birthday.

Mayor Dial briefed everyone regarding the recently approved House Bill 581 regarding property taxes, the millage rate, and the options moving forward as the Town and collectively with the County. Mayor Dial shared that discussions would continue regarding the issue.

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

Motion made by Council Member Campbell.

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

The meeting adjourned at 7:24 p.m.

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

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



**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** January 16, 2025  
**Agenda Item Type:** Consent Agenda  
**Staff Contact:** Chief Randy Mundy

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**STAFF REPORT**

**AGENDA ITEM:**

Surplussing of Patrol Vehicles (Correction)

**BACKGROUND:**

On December 19, 2024, Council approved the surplussing of eight police vehicles to be donated to the Fayette County Police Academy to be used for training. Following that approval, staff discovered clerical in the recording of vehicle identification numbers for some of the vehicles.

**FUNDING:**

Click or tap here to enter text.

**STAFF RECOMMENDATION:**

Staff recommends that Council approve the request to surplus these vehicles, with the corrected vehicle identifiers, and allow them to be donated to the Fayette County Police Academy to be used for training.

**ATTACHMENTS:**

Yes-Corrected vehicle list for surplus and donation

**PREVIOUS DISCUSSIONS:**

This item was originally introduced to Council during the Staff Comments portion of the December 5, 2024 Town Council Meeting and subsequently approved during the December 19, 2024 Town Council Meeting

<b>Fixed Asset #</b>	<b>Car #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>
0196	1401	2014	Dodge	Charger
0220	1602	2016	Ford	Explorer
0197	1402	2014	Dodge	Charger
0263	1901	2019	Ford	Explorer
0082	1	2006	Dodge	Charger
0221	1103	2011	Chevy	Tahoe
0218	1303	2013	Ford	Tarus
0178	1203	2012	Dodge	Charger

<b>VIN #</b>	<b>Tag #</b>
2C3CDXAT1EH290131	
1FM5K8AR1GGC67463	
2C3CDXAT3EH290132	
1FM5K8AR9KGA12603	GV6595M
2B3KA43G56H245386	GV68399
1GNSK2E07BR318422	
1FAHP2L89DG143687	
2C3CDXAT0CH282647	



TOWN OF TYRONE  
FAYETTE COUNTY, GEORGIA

**OATH OF OFFICE**

I, David Nebergall, do solemnly swear that I will faithfully and truly perform the duties of the Planning Commission of the Town of Tyrone, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the Town of Tyrone, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the Town without fear, favor, or affection.

I do further swear that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

“SO HELP ME GOD.”

\_\_\_\_\_  
David Nebergall,  
Planning Commission Post 1

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2025.

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



TOWN OF TYRONE  
FAYETTE COUNTY, GEORGIA

**OATH OF OFFICE**

I, Jeff Duncan, do solemnly swear that I will faithfully and truly perform the duties of the Planning Commission of the Town of Tyrone, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the Town of Tyrone, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the Town without fear, favor, or affection.

I do further swear that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

“SO HELP ME GOD.”

\_\_\_\_\_  
Jeff Duncan,  
Planning Commission Post 3

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2025.

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



TOWN OF TYRONE  
FAYETTE COUNTY, GEORGIA

**OATH OF OFFICE**

I, Terry Noble, do solemnly swear that I will faithfully and truly perform the duties of the Planning Commission of the Town of Tyrone, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the Town of Tyrone, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the Town without fear, favor, or affection.

I do further swear that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

“SO HELP ME GOD.”

\_\_\_\_\_  
Terry Noble,  
Planning Commission Post 5

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2025.

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



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Community Development

**Meeting Date:** 01/16/2025

**Staff Contact:** Phillip Trocquet

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Consideration to appoint Mr. David Nebergall to Planning Commission Post 1.

### Background/History:

Mr. David Nebergall has completed his 2022 term for Post 1 of the Tyrone Planning Commission and has requested re-appointment for another term.

### Findings/Current Activity:

Mayor Dial has selected Mr. Nebergall to serve another term on Planning Commission.

**Is this a budgeted item?** \_\_\_\_\_ **If so, include budget line number:** \_\_\_\_\_

### Actions/Options/Recommendations:

Mayor Dial and staff recommend re-appointment of Mr. Nebergall to Post 1 of the Tyrone Planning Commission.





# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Community Development

**Meeting Date:** 01/16/2025

**Staff Contact:** Phillip Trocquet

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Consideration to appoint Mr. Jeff Duncan to Planning Commission Post 3.

### Background/History:

Mr. Jeff Duncan has completed his 2022 term for Post 3 of the Tyrone Planning Commission and has requested re-appointment for another term.

### Findings/Current Activity:

Mayor Dial has selected Mr. Duncan to serve another term on Planning Commission.

**Is this a budgeted item?** \_\_\_\_\_ **If so, include budget line number:** \_\_\_\_\_

### Actions/Options/Recommendations:

Mayor Dial and staff recommend re-appointment of Mr. Duncan to Post 3 of the Tyrone Planning Commission.



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Community Development

**Meeting Date:** 01/16/2025

**Staff Contact:** Phillip Trocquet

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Consideration to appoint Mr. Terry Noble to Planning Commission Post 5.

### Background/History:

Mr. Terry Noble has completed his 2022 term for Post 3 of the Tyrone Planning Commission and has requested re-appointment for another term.

### Findings/Current Activity:

Mayor Dial has selected Mr. Noble to serve another term on Planning Commission.

**Is this a budgeted item?** \_\_\_\_\_ **If so, include budget line number:** \_\_\_\_\_

### Actions/Options/Recommendations:

Mayor Dial and staff recommend re-appointment of Mr. Noble to Post 5 of the Tyrone Planning Commission.



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Community Development

**Meeting Date:** 01/16/2025

**Staff Contact:** Phillip Trocquet

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Consideration to approve site location and design option “A” for the Shamrock Park Pavillion project as presented from project architects, Context Design & Veridian Studios.

### Background/History:

Upon initiating the Shamrock Park pavilion design-build project, staff convened with the project architect, landscape architect, and construction team to discuss the siting and conceptual design of the structure. Based on their professional analysis and experience, they recommended relocating the structure from the originally planned central location to the southeast corner.

They also presented conceptual design alternatives for the architecture of the structure: Option A featured an open gabled façade, while Option B displayed gabled sides with a cantilever façade.

### Findings/Current Activity:

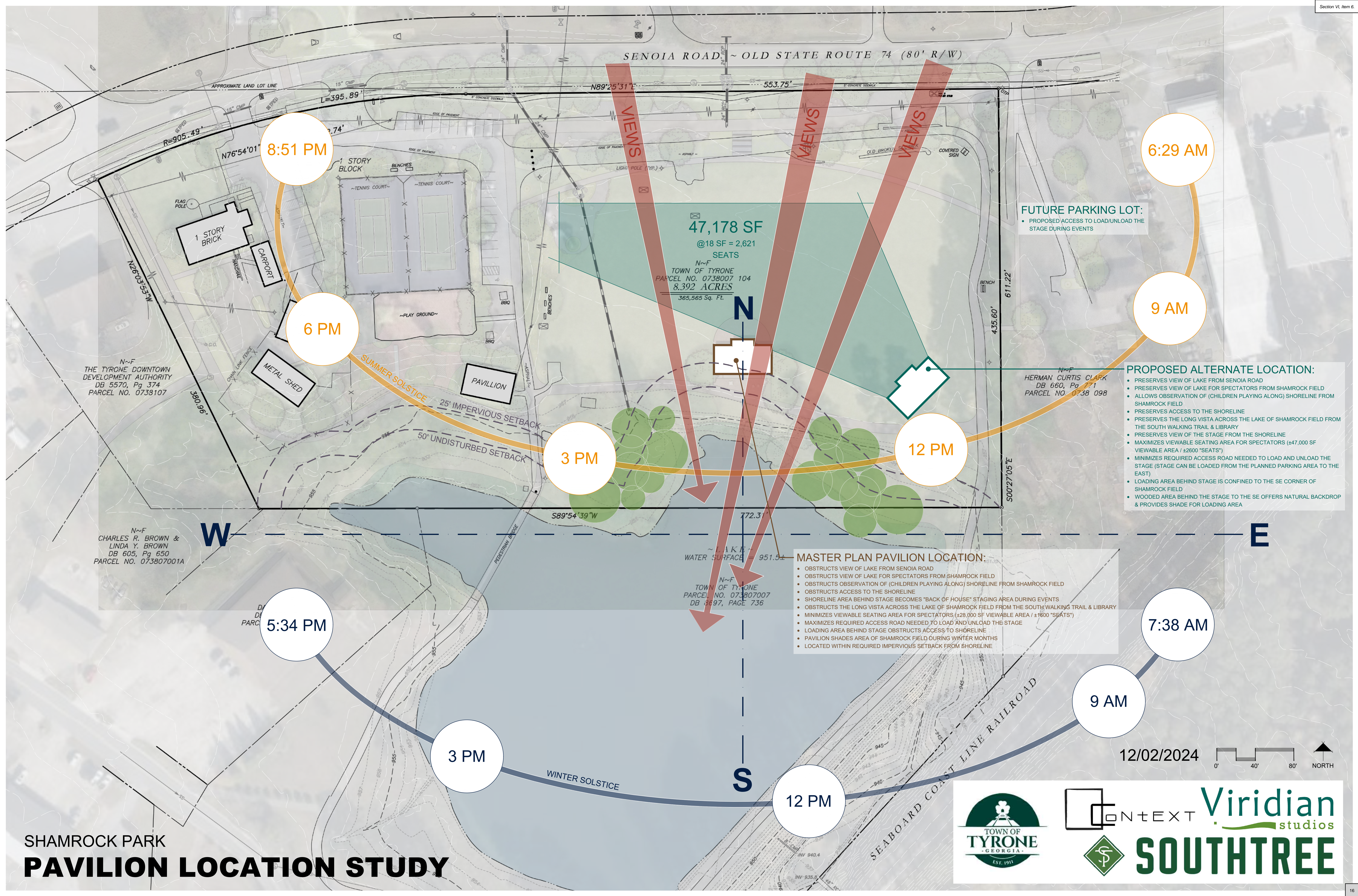
Consensus was gathered by staff that the southeast corner location and design option A were preferred as both better matched the intention of the project as a whole by creating an open and inviting façade to the field, maintaining unobstructed lake views, preserving full-use of the field, optimizing spectator viewing areas, and simplifying access for entertainment loading/unloading.

**Is this a budgeted item?** \_\_\_\_\_ **If so, include budget line number:** \_\_\_\_\_

### Actions/Options/Recommendations:

Staff recommends approval of the southeast corner site location and design option A for the Shamrock Park Pavillion project.





**FUTURE PARKING LOT:**

- PROPOSED ACCESS TO LOAD/UNLOAD THE STAGE DURING EVENTS

**PROPOSED ALTERNATE LOCATION:**

- PRESERVES VIEW OF LAKE FROM SENOIA ROAD
- PRESERVES VIEW OF LAKE FOR SPECTATORS FROM SHAMROCK FIELD
- ALLOWS OBSERVATION OF (CHILDREN PLAYING ALONG) SHORELINE FROM SHAMROCK FIELD
- PRESERVES ACCESS TO THE SHORELINE
- PRESERVES THE LONG VISTA ACROSS THE LAKE OF SHAMROCK FIELD FROM THE SOUTH WALKING TRAIL & LIBRARY
- PRESERVES VIEW OF THE STAGE FROM THE SHORELINE
- MAXIMIZES VIEWABLE SEATING AREA FOR SPECTATORS (±47,000 SF VIEWABLE AREA / ±2600 "SEATS")
- MINIMIZES REQUIRED ACCESS ROAD NEEDED TO LOAD AND UNLOAD THE STAGE (STAGE CAN BE LOADED FROM THE PLANNED PARKING AREA TO THE EAST)
- LOADING AREA BEHIND STAGE IS CONFINED TO THE SE CORNER OF SHAMROCK FIELD
- WOODED AREA BEHIND THE STAGE TO THE SE OFFERS NATURAL BACKDROP & PROVIDES SHADE FOR LOADING AREA

**MASTER PLAN PAVILION LOCATION:**

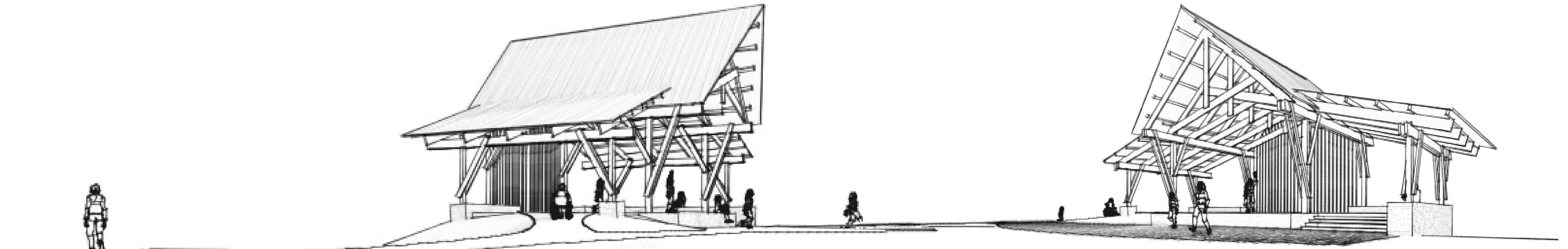
- OBSTRUCTS VIEW OF LAKE FROM SENOIA ROAD
- OBSTRUCTS VIEW OF LAKE FOR SPECTATORS FROM SHAMROCK FIELD
- OBSTRUCTS OBSERVATION OF (CHILDREN PLAYING ALONG) SHORELINE FROM SHAMROCK FIELD
- OBSTRUCTS ACCESS TO THE SHORELINE
- SHORELINE AREA BEHIND STAGE BECOMES "BACK OF HOUSE" STAGING AREA DURING EVENTS
- OBSTRUCTS THE LONG VISTA ACROSS THE LAKE OF SHAMROCK FIELD FROM THE SOUTH WALKING TRAIL & LIBRARY
- MINIMIZES VIEWABLE SEATING AREA FOR SPECTATORS (±28,000 SF VIEWABLE AREA / ±1600 "SEATS")
- MAXIMIZES REQUIRED ACCESS ROAD NEEDED TO LOAD AND UNLOAD THE STAGE
- LOADING AREA BEHIND STAGE OBSTRUCTS ACCESS TO SHORELINE
- PAVILION SHADES AREA OF SHAMROCK FIELD DURING WINTER MONTHS
- LOCATED WITHIN REQUIRED IMPERVIOUS SETBACK FROM SHORELINE

SHAMROCK PARK  
**PAVILION LOCATION STUDY**

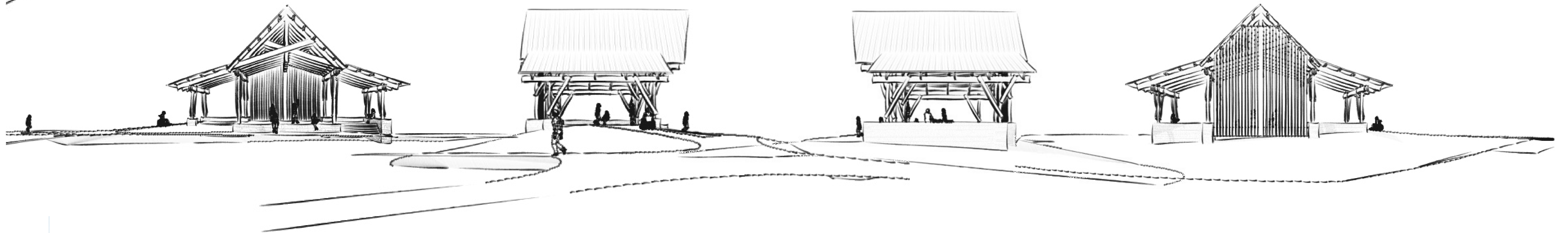


12/02/2024  
0' 40' 80' NORTH





*"Evocative of the agrarian forms found throughout our region,  
the Pavilion at Shamrock Park celebrates the rural character of this place."*

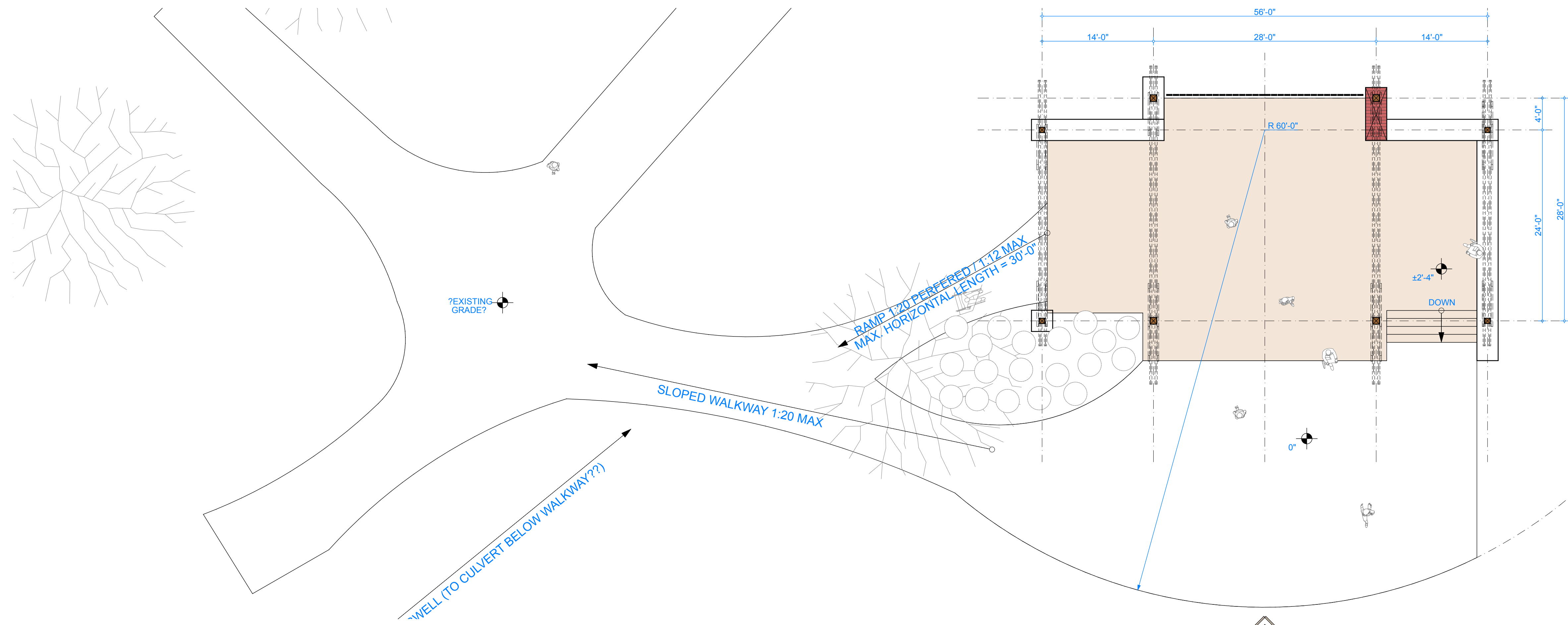


SHAMROCK PARK PAVILION TYRONE, GEORGIA  
SCHEMATIC DESIGN | DECEMBER 16, 2024

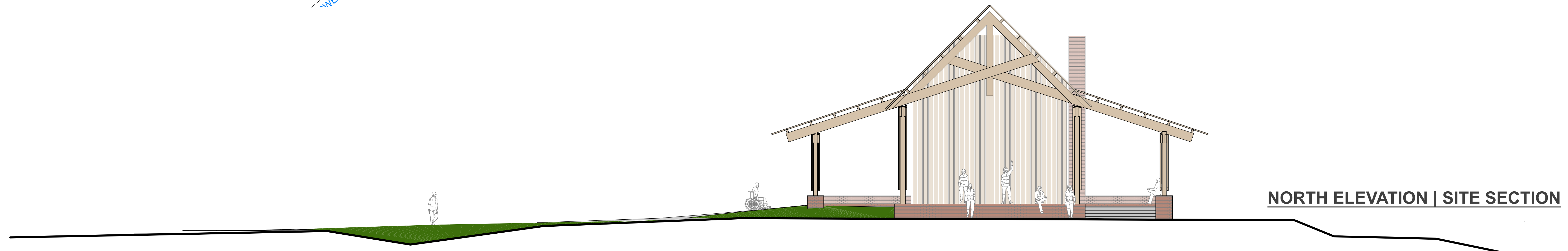
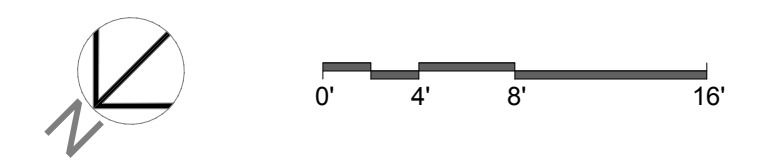


SD\_A1 | OPTION A

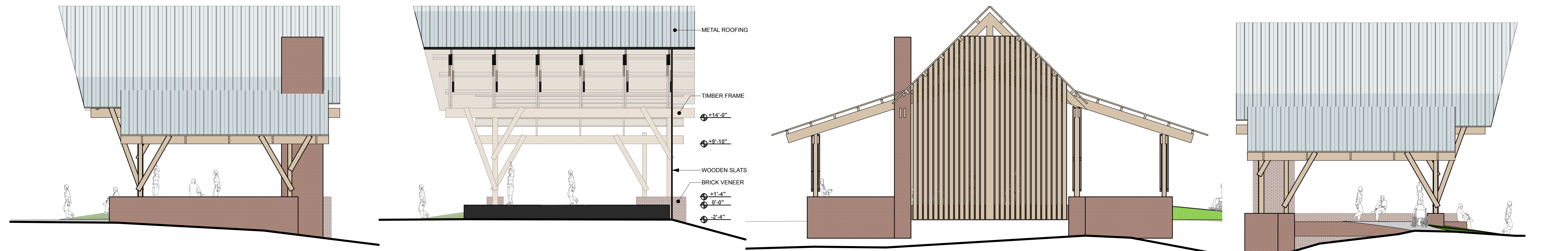




SITE PLAN | FLOOR PLAN



NORTH ELEVATION | SITE SECTION



WEST ELEVATION

BUILDING SECTION

SOUTH ELEVATION

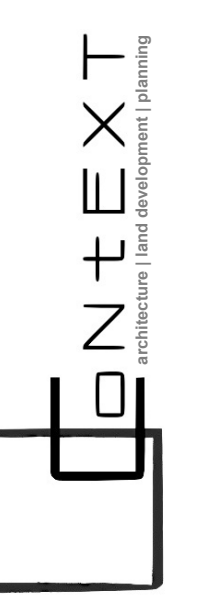
EAST ELEVATION



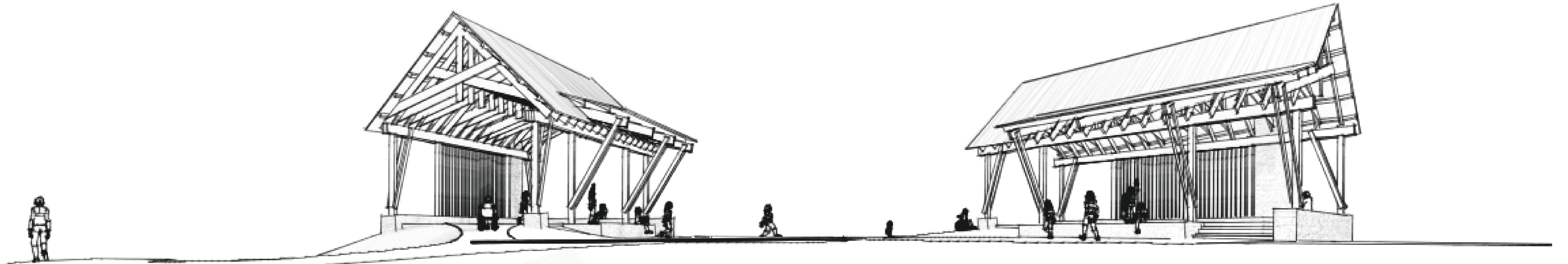
SHAMROCK PARK PAVILION TYRONE, GEORGIA  
SCHEMATIC DESIGN | DECEMBER 16, 2024



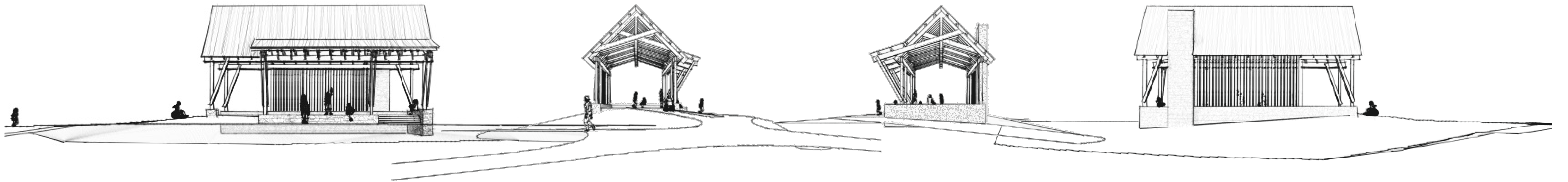
SD\_A2 | OPTION A







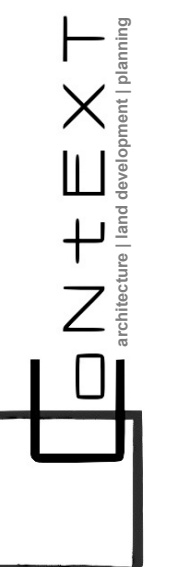
*"Evocative of the agrarian forms found throughout our region,  
the Pavilion at Shamrock Park celebrates the rural character of this place."*



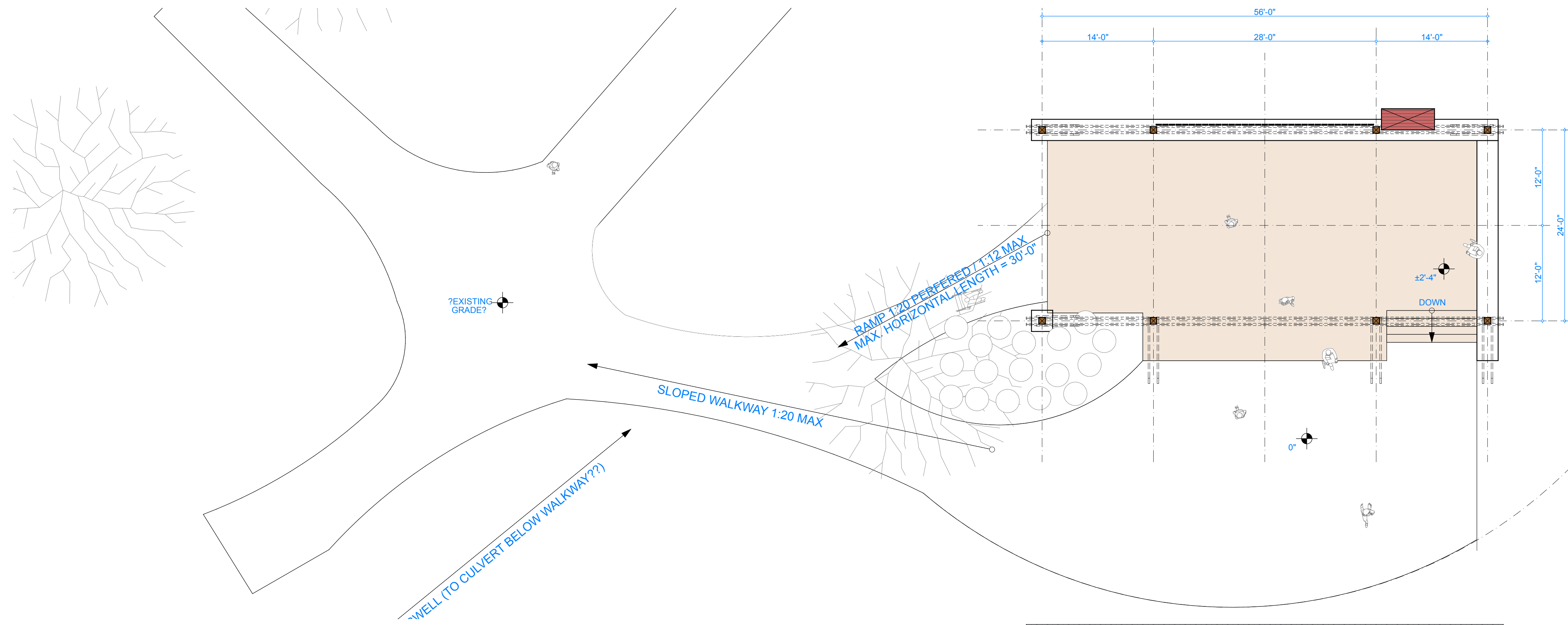
**SHAMROCK PARK PAVILION TYRONE, GEORGIA**  
SCHEMATIC DESIGN | DECEMBER 16, 2024



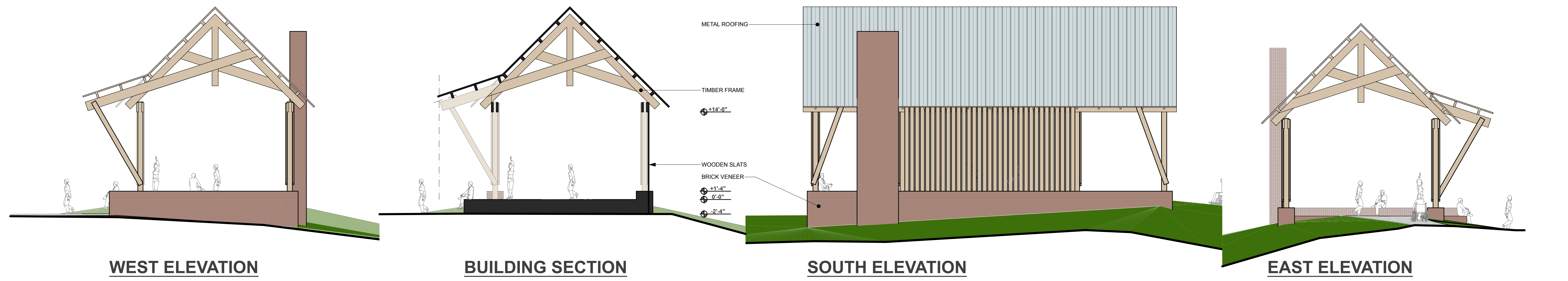
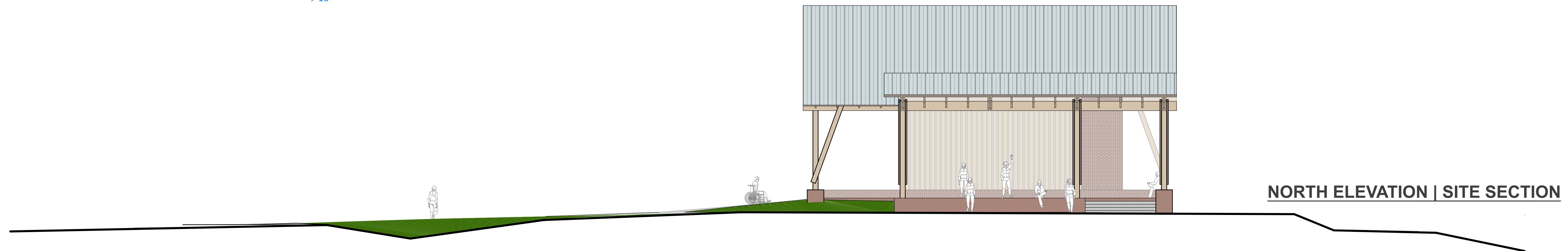
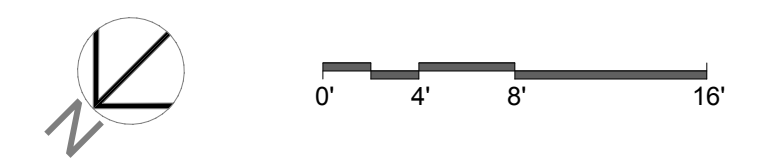
**SD\_B1 | OPTION B**







**SITE PLAN | FLOOR PLAN**



**WEST ELEVATION**

**BUILDING SECTION**

**SOUTH ELEVATION**

**EAST ELEVATION**

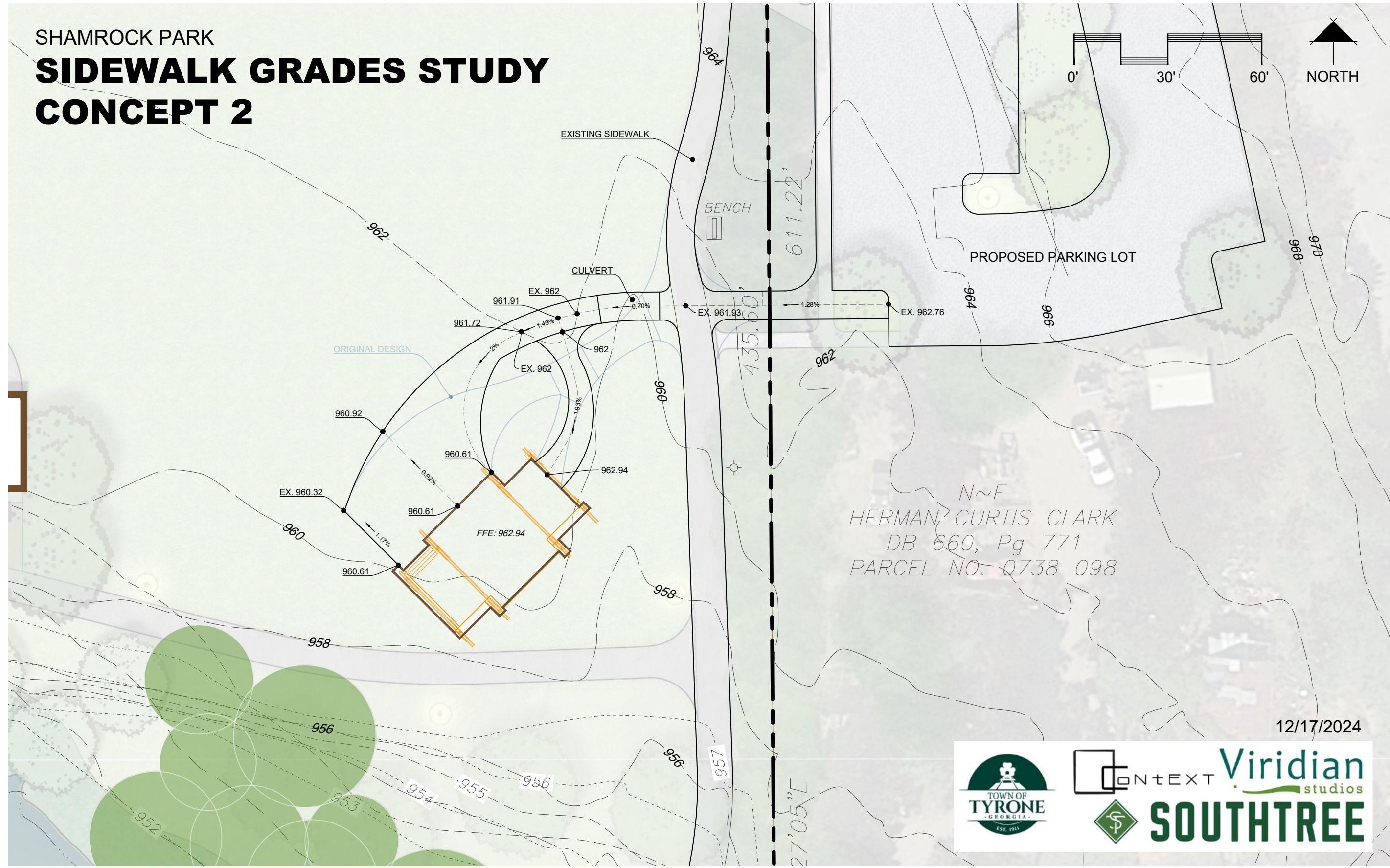
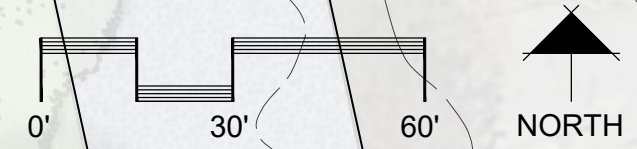








# SHAMROCK PARK SIDEWALK GRADES STUDY CONCEPT 2



12/17/2024

TOWN OF TYRONE GEORGIA

CONTEXT Viridian studios

SOUTHTREE

**Town of Tyrone**

**RESOLUTION 2025-\_\_\_**

**CIE &STWP TRANSMITTAL RESOLUTION**

WHEREAS, the Town of Tyrone has prepared an annual update to a Capital Improvements Element and Short-Term Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Short Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on January 16, 2025.

BE IT THEREFORE RESOLVED that the Town of Tyrone does hereby submit the annual update of the Capital Improvements Element and Short-Term Work Program covering the five-year period of FY 2025 to FY 2029 to the Atlanta Regional Commission and Georgia Department of Community Affairs for regional review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this      <sup>th</sup> day of January, 2025

BY:

\_\_\_\_\_  
Eric Dial  
Mayor, Town of Tyrone

ATTEST:

\_\_\_\_\_  
Dee Baker  
Town Clerk, Town of Tyrone

STATE OF GEORGIA  
TOWN OF TYRONE

**RESOLUTION  
No. 2025- 01**

**RESOLUTION ESTABLISHING DATE FOR TOWN ELECTION FOR PURPOSE OF ELECTING COUNCIL MEMBERS FOR POST 3 AND POST 4; ESTABLISH FEES AND DATE FOR QUALIFYING OF CANDIDATES; ESTABLISH DATES FOR VOTER REGISTRATION AND FOR OTHER PURPOSES**

**WHEREAS:** A municipal general election shall be conducted on November 4, 2025, for the purpose of electing Council Members for Post 3 and Post 4 and,

**WHEREAS:** Candidates who are elected in said election shall serve for a term of four years; and

**WHEREAS:** Persons eligible to become candidates for said election shall be at least 21 years of age and be a qualified elector of the Town who shall have continuously resided and maintained his or her domicile in Tyrone for at least twelve months immediately preceding the election; and,

**WHEREAS:** Candidates for said election shall qualify with the Town Clerk in Town Hall. Qualifying shall open at 8:30 a.m. on the 18<sup>th</sup> day of August 2025, and shall close at 4:30 p.m. on the 20<sup>th</sup> day of August, 2025; and,

**WHEREAS:** Voter Registration for said election shall close at 5 p.m. on the 6<sup>th</sup> day of October 2025; and,

**WHEREAS:** The Town Council does hereby declare that the qualifying fee for Council Post 3 and Post 4 shall be two hundred and sixteen dollars (\$216.00).

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Town Council of Tyrone that the general election is hereby authorized pursuant to the rules and regulations set out in this Resolution and pursuant to the Georgia Municipal Election Code as amended.

**FURTHER,** the Superintendent of Elections and Absentee Ballot Clerk shall be the Fayette County Board of Elections, who is hereby authorized to provide an appropriate number of poll workers to conduct said election. The Polling place within Tyrone shall be at the former police department located at 945 Senoia Road open from 7:00 a.m. to 7:00 p.m. on the day of the general election. Early voting will take place at those locations and during those times so specified by state law and the Fayette County Board of Elections.

Adopted this 16<sup>th</sup> day of January 2025.

TOWN OF TYRONE

ATTEST:

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

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





## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** January 16, 2025

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

### STAFF REPORT

**AGENDA ITEM:**

Consideration to Award the Pump Station 4 – Reserve Pump to Xylem Water System USA, Inc. Flygt Products in the amount of \$16,525.00.

**BACKGROUND:**

The sewer system for the schools on Jenkins Road feed into pump station 4. To ensure that we have backup capability in the event of an emergency, the Town is purchasing a reserve pump for pump station 4. This enables the Town to do routine pump maintenance and repairs without the system having to operate on only one pump. Xylem is selling this to the Town directly. Xylem requires all outside vendors to add a set markup on their pumps; therefore the direct purchase from Xylem will be less than other vendors. This direct purchase along with the pump being compatible with the all the equipment at pump station 4 makes this a sole source procurement.

**FUNDING:**

General Funds – Public Works (505-43-54-2001).

**STAFF RECOMMENDATION:**

Staff requests awarding the Pump Station 4 – Reserve Pump to Xylem Water System USA, Inc. Flygt Products in the amount of \$16,525.00.

**ATTACHMENTS:**

Xylem Proposal

**PREVIOUS DISCUSSIONS:**

Budget meetings.





**Xylem Water Solutions USA, Inc.  
Flygt Products**

January 6, 2025

90 Horizon Drive  
Suwanee, GA 30024  
Tel (770) 932-4320  
Fax (770) 932-4321

City of Tyrone

Quote # 2024-ATL-0275 Alternate 1, Version 3  
Project Name: CITY OF TYRONE  
Job Name: Replacement

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

**3127.181-0100**

Qty	Description
1	Flygt Model NP-3127.060 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 488 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve

**Total Price \$ 15,840.00**

**Freight Charge \$ 685.00**

**Total Price \$ 16,525.00**

**Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

**As of October 14, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.**

- Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.
- Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)  
See Freight Payment (Delivery Terms) below.
- Taxes:** State, local and other applicable taxes are not included in this quotation.
- Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
- Tariff Changes:** The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority



(collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

**Validity:** This Quote is valid for thirty (30) days.

**Time of Delivery:** currently in stock at our central warehouse located in Mississippi

**Terms of delivery:** Freight PP/Line Item

**Terms of payment:** 100% N60 after invoice date – upon acceptance of purchase order and credit review

**Please note:** If this is an FM Factory certified product it must be serviced by an EX/FM Flygt manufacture trained technician through an approved Xylem Flygt repair shop to retain qualifying status of product to retain the "EX/FM" designation.

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Kirsten Royals  
Senior Customer Support Coordinator

Cell: 404-831-4726  
kirsten.royals@xylem.com  
Fax: 770-932-4321







Xylem Water Solutions USA, Inc.  
Flygt Products

**Customer Acceptance**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2024-ATL-0275 Alternate 1, Version 3  
Customer Name: City of Tyrone  
Job Name: Replacement  
Total Amount: \$ 15,840.00  
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



## NP 3127 HT 3~ Adaptive 488

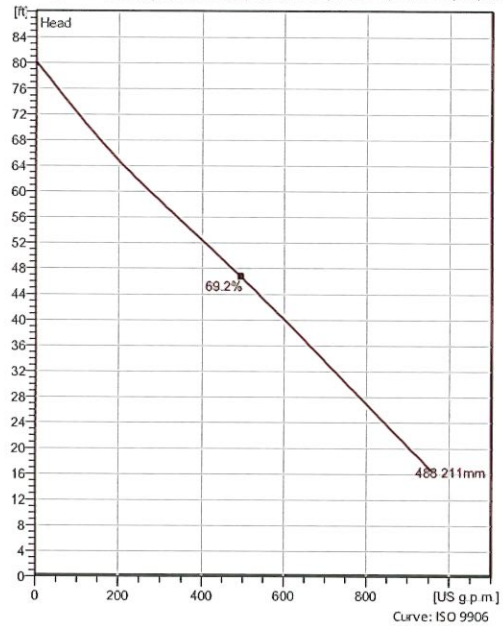
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Modular based design with high adaptation grade.



### Technical specification



Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft<sup>3</sup>, 1.6891E-5 ft<sup>2</sup>/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

### Configuration

Motor number N3127.060 21-12-4AL-W 10hp	Installation type P - Semi permanent, Wet
Impeller diameter 211 mm	Discharge diameter 4 inch

### Pump information

Impeller diameter 211 mm
Discharge diameter 4 inch
Inlet diameter 100 mm
Maximum operating speed 1745 rpm
Number of blades 2
Max. fluid temperature 40 °C

### Material

Impeller Hard-Iron™
Stator housing material Grey cast iron

Project Xylect-20336773  
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## NP 3127 HT 3~ Adaptive 488

### Technical specification



#### Motor - General

Motor number N3127.060 21-12-4AL-W 10hp	Phases 3~	Rated speed 1745 rpm	Rated power 10 hp
ATEX approved No	Number of poles 4	Rated current 13 A	Stator variant 12
Frequency 60 Hz	Rated voltage 460 V	Insulation class H	Type of Duty S1
Version code 060			

#### Motor - Technical

Power factor - 1/1 Load 0.86	Motor efficiency - 1/1 Load 86.5 %	Total moment of inertia 1.32 lb ft <sup>2</sup>	Starts per hour max. 30
Power factor - 3/4 Load 0.84	Motor efficiency - 3/4 Load 88.3 %	Starting current, direct starting 69.9 A	
Power factor - 1/2 Load 0.77	Motor efficiency - 1/2 Load 88.8 %	Starting current, star-delta 23.3 A	

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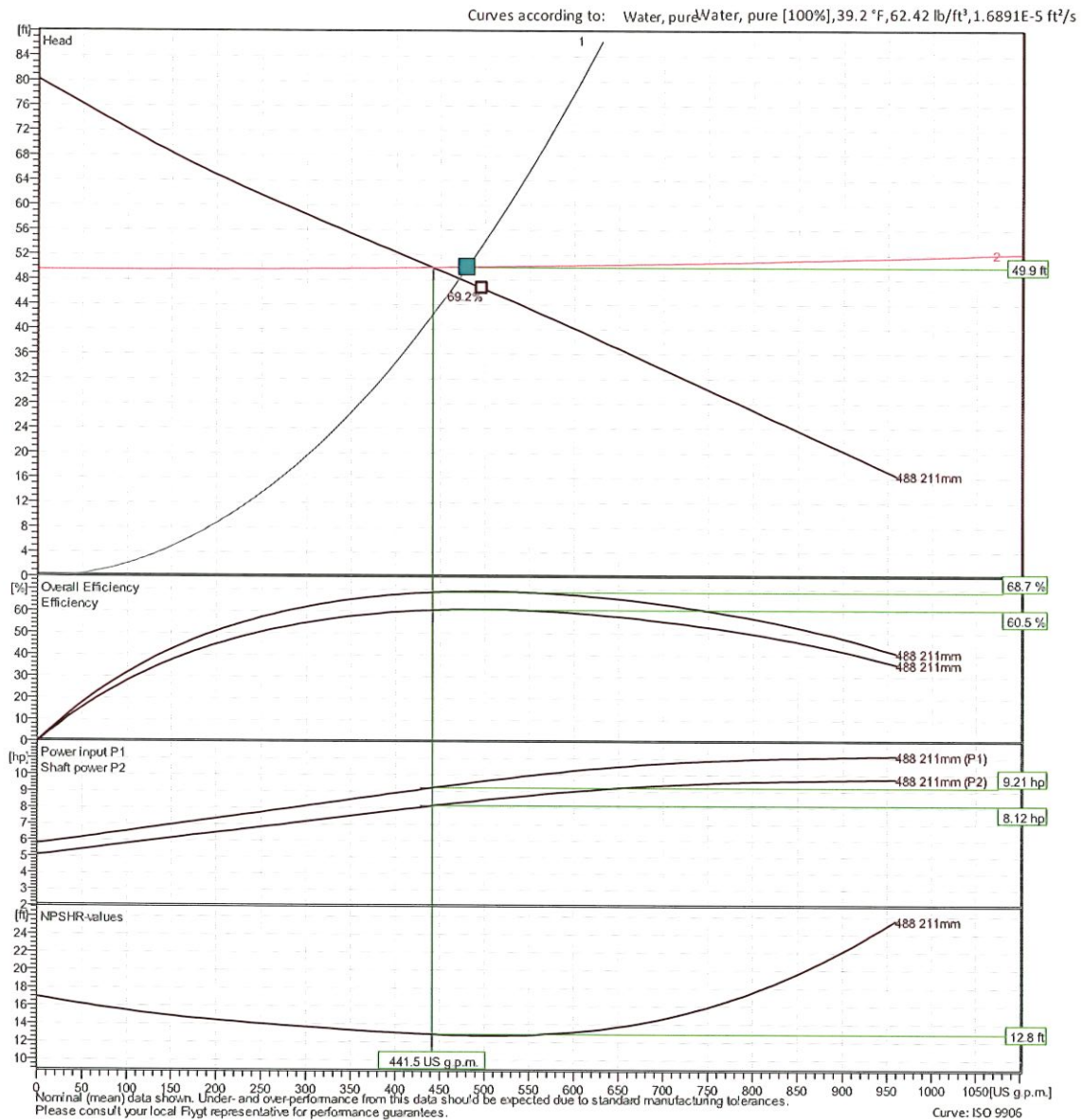
# NP 3127 HT 3~ Adaptive 488

Performance curve



## Duty point

Flow: 441 US g.p.m.      Head: 49.9 ft



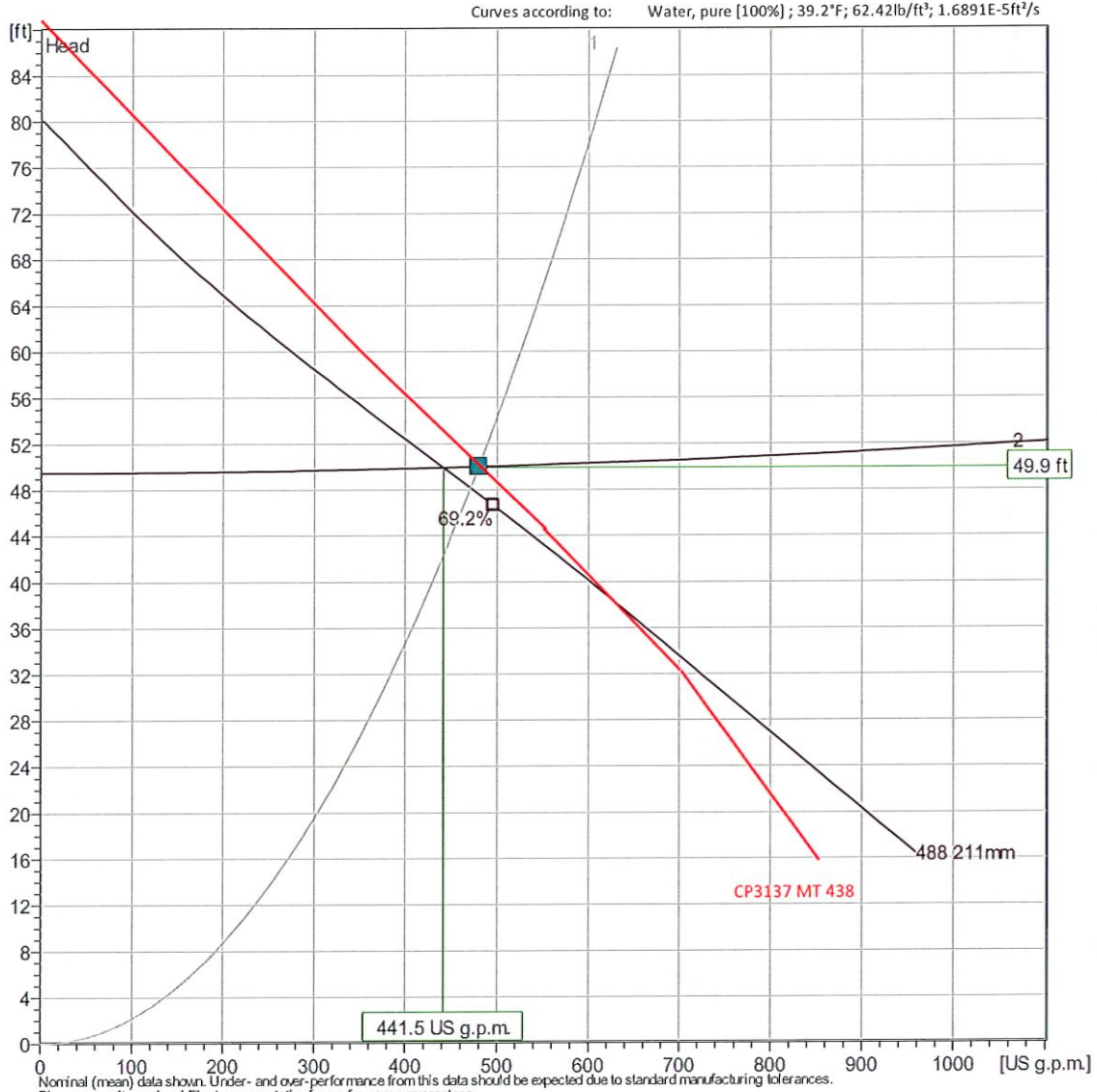
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# NP 3127 HT 3~ Adaptive 488

## Duty Analysis



### Operating characteristics

Pumps / Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Spec. Energy	NPSHre
	US g.p.m.	ft	hp	US g.p.m.	ft	hp			
2	441	49.9	8.12	441	49.9	8.12	68.7 %	259	12.8
1	471	48.1	8.31	471	48.1	8.31	69.1 %	249	12.8

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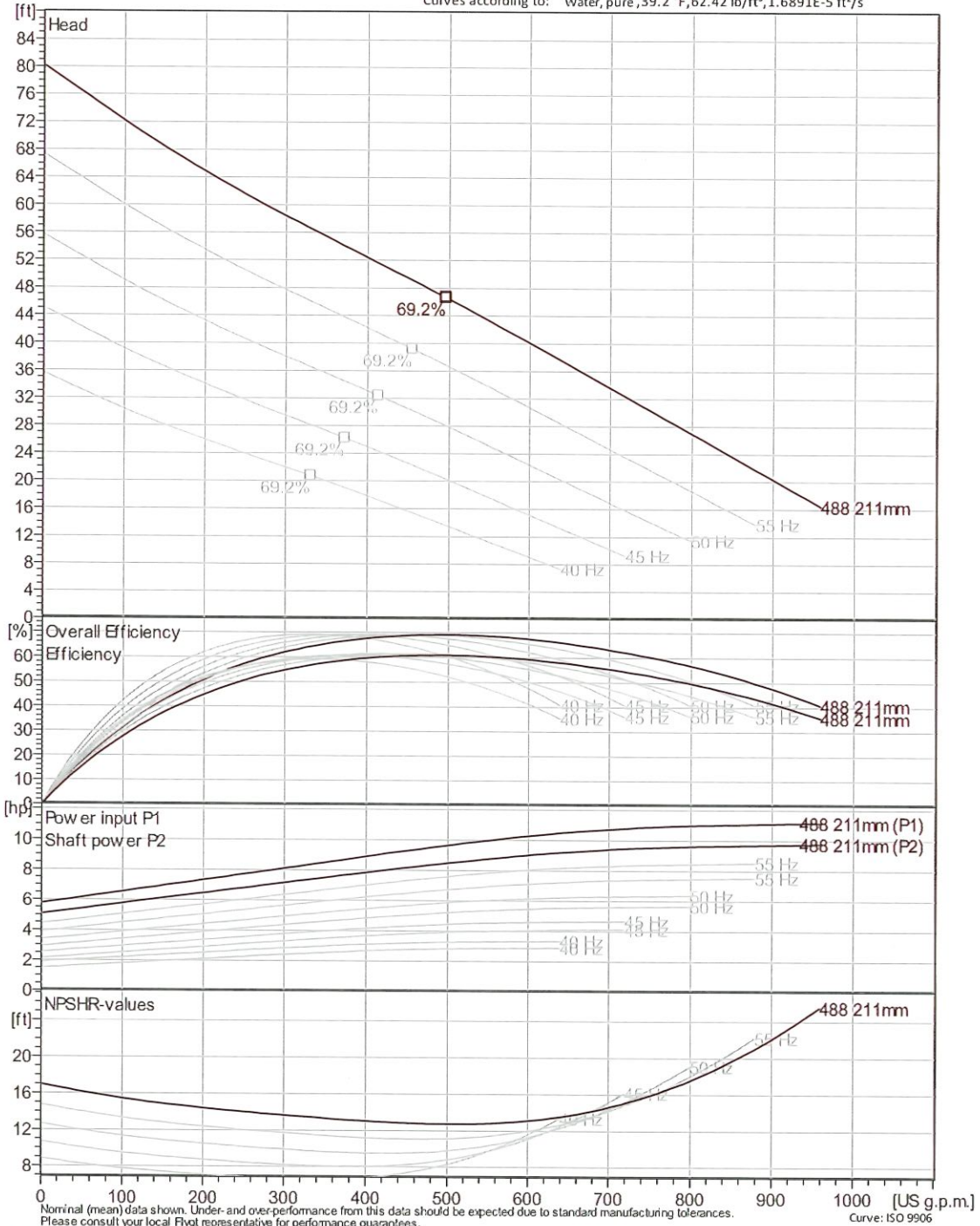


# NP 3127 HT 3~ Adaptive 488

VFD Curve



Curves according to: Water, pure, 39.2 °F, 62.42 lb/ft<sup>3</sup>, 1.6891E-5 ft<sup>2</sup>/s

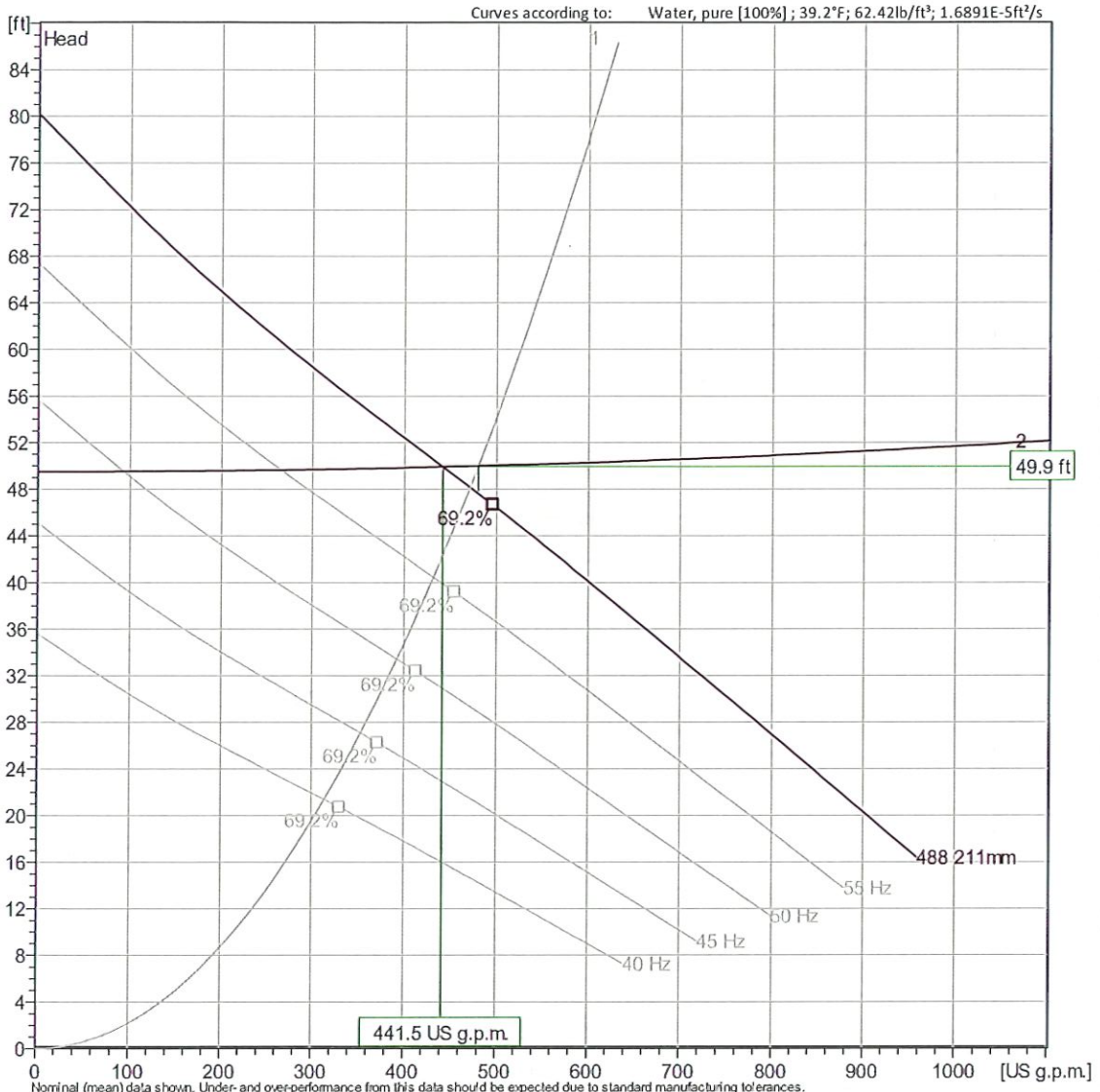


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# NP 3127 HT 3~ Adaptive 488

## VFD Analysis



### Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSHr
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kW/US MG	
2	60 Hz	441	49.9	8.12	441	49.9	8.12	68.7 %	259	12.8
2	55 Hz	265	49.7	5.46	265	49.7	5.46	61.1 %	288	11.9
2	50 Hz	92.8	49.5	3.39	92.8	49.5	3.39	34.2 %	519	11.4
2	45 Hz									

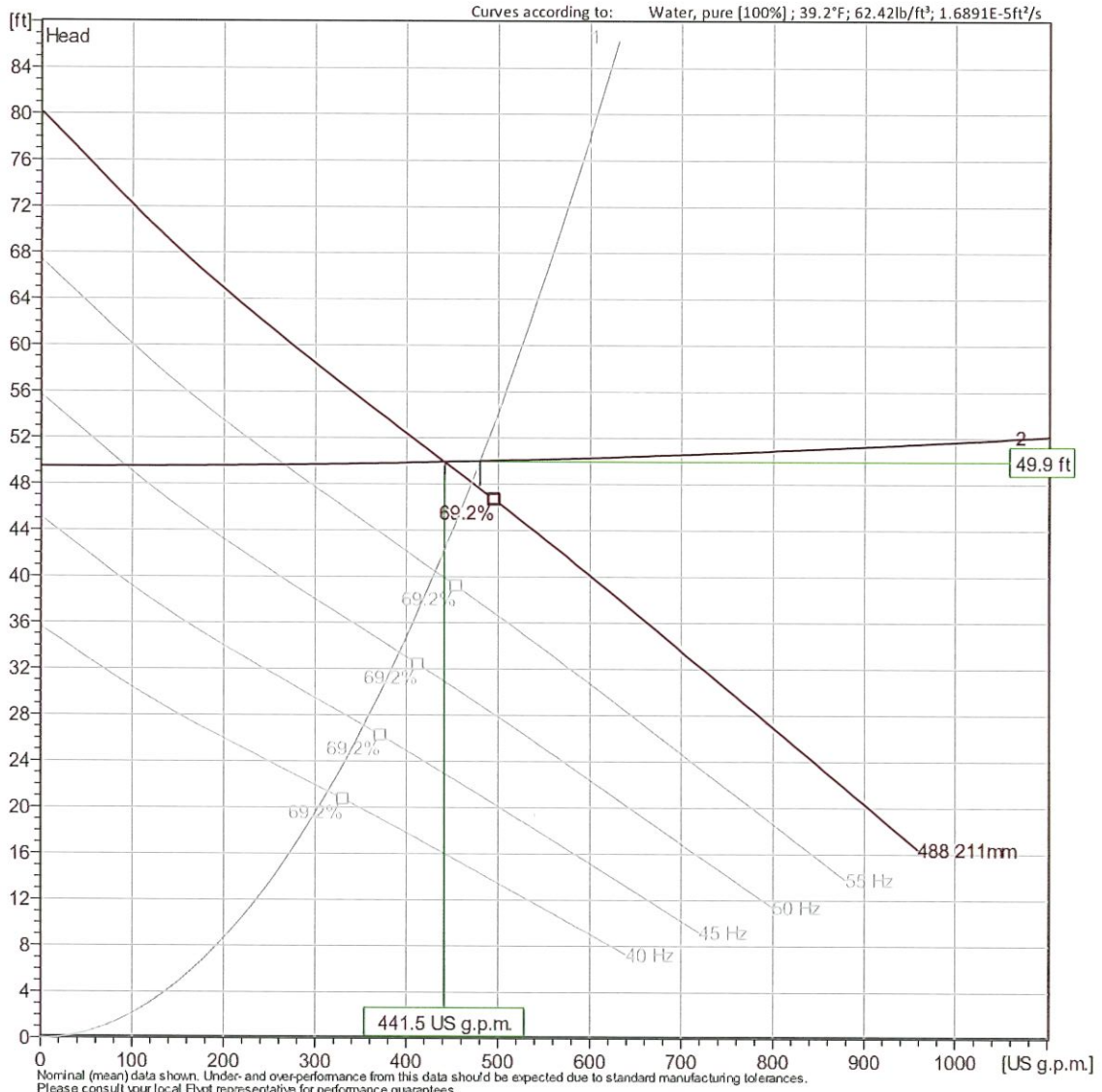
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# NP 3127 HT 3~ Adaptive 488

## VFD Analysis



### Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSH <sub>req</sub>
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kW/US MG	
2	40 Hz									
1	60 Hz	471	48.1	8.31	471	48.1	8.31	69.1 %	249	12.8
1	55 Hz	432	40.5	6.4	432	40.5	6.4	69.1 %	208	11.1
1	50 Hz	393	33.4	4.81	393	33.4	4.81	69.1 %	172	9.53

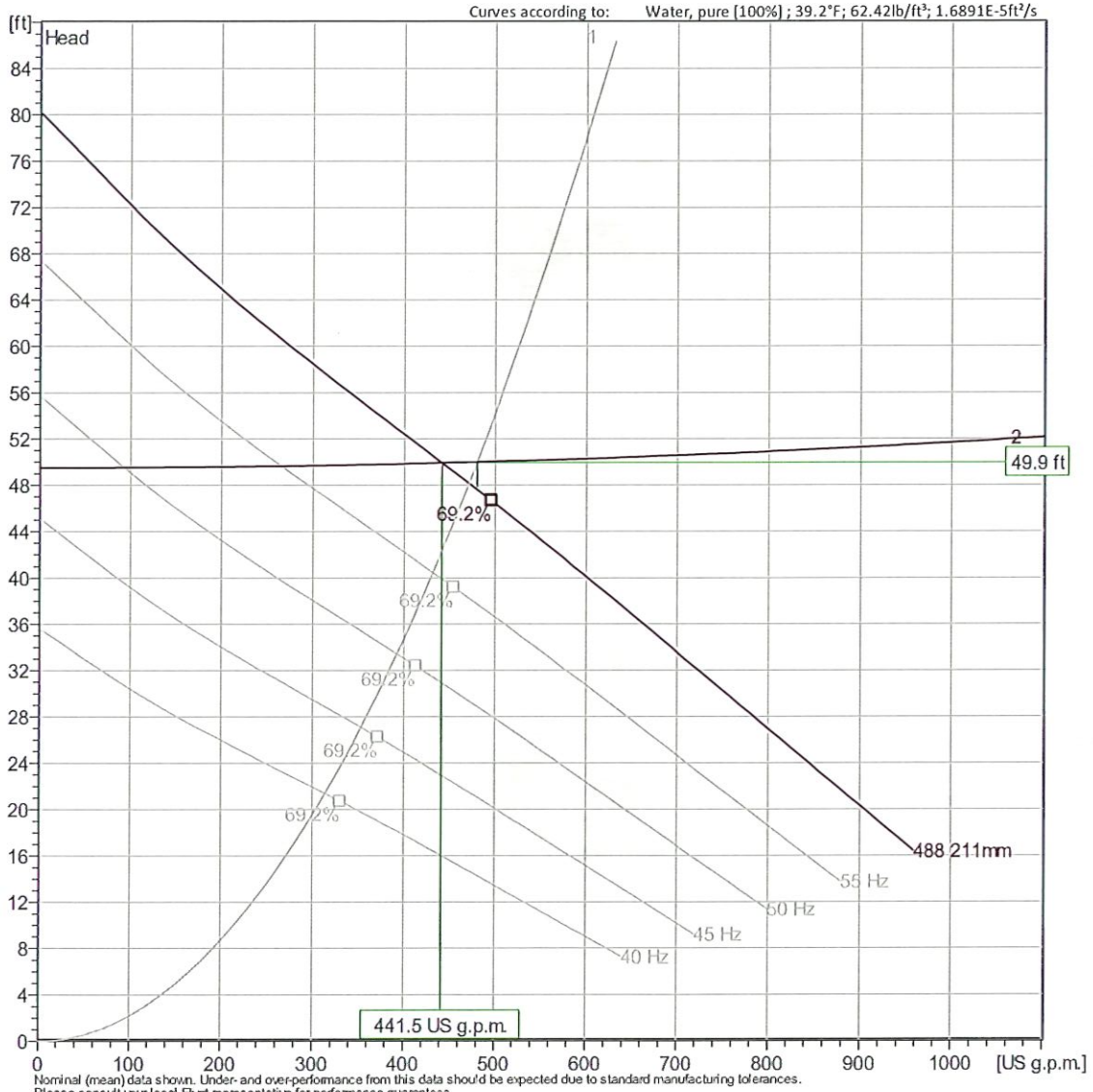
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Last update 7/17/2024



# NP 3127 HT 3~ Adaptive 488

## VFD Analysis



### Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSH <sub>r</sub>
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kW/US MG	
1	45 Hz	353	27.1	3.5	353	27.1	3.5	69.1 %	140	8.05
1	40 Hz	314	21.4	2.46	314	21.4	2.46	69.1 %	114	6.67

Project: Xylect-20336773      Created by: Dan Joyce  
 Block:                                      Created on: 7/17/2024      Last update: 7/17/2024







**1. Agreement, Integration and Conflict of Terms.** "Proposal" means the Seller's quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. "Seller" means the applicable affiliate of Xylem Inc. that is party to the Agreement. "Buyer" means the entity that is party to the Agreement with Seller. "Agreement" means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller's Proposal is expressly conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

**2. Proposal, Withdrawal, Expiration.** Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer's acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents

received from Buyer after this 30-day period.

**3. Prices.** Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller's specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties or levies. Buyer will have the responsibility for the payment of all such applicable taxes.

**4. Payment Terms.** Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer's payment must be in Seller's local currency, as determined by Seller's office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date ("**Payment Due Date**"), unless otherwise stated in Seller's documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the

financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

**5. Title, Delivery, Risk of Loss, Delay.** Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller's plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer's goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of





**XYLEM AMERICAS - TERMS AND CONDITIONS OF SALE**

**V.8 Effective 1 August 2024**

profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

**"Related Party Buyers"** means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In

addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

**6. Warranty.** Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is specified in the product documentation (the **"Warranty"**). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all

warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

**THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED**





**TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.**

**7. Inspection.** Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site, Buyer will notify Seller in writing of any apparent shipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice will constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

**8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.**

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that

may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

**9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.**

**10. Force Majeure.** Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "Force Majeure" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an amount equal to the period necessary for

Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

**11. Cancellation; Termination.** Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently





continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

**12. Drawings.** All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

**13. Confidential Information.** Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business

or manufacturing information (collectively, "**Confidential Information**") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

**14. Installation and Start-up.** Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start-up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

**15. Specifications; Back-charges.** Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**16. Buyer's Warranty.** Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature

of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

**17. Product Recalls.** In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact with such customers.

**18. GOVERNING LAW.** THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

**19. DISPUTE RESOLUTION.** Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection with the Agreement or the good or services





contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

**20. Export Regulation.** Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

**21. Privacy and Customer Data.** Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the

Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("**Customer Data**") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

**22. Titles; Waiver; Severability.** The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

**23. Changes.** Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("**Change Order**"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect

on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.







## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** January 16, 2025

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

### STAFF REPORT

**AGENDA ITEM:**

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

**BACKGROUND:**

With the Shamrock Park improvements and the future Senoia Road Streetscape project, the old pole barn maintenance area for Public Works is planned to be removed. As a result, the Town has decided to building a new Public Works building at Handley Park. The project was advertised and bids were received on January 6, 2025. The low bidder was the Corbett Group, LLC. The base bid was \$610,900. Bid Alternates A1-A6 was for an addition of a bathroom along with water and wastewater infrastructure associated with the bathroom totaling \$61,450. Bid Alternate A7 was for a remote access control gate which was a \$19,000 additional cost and was determined by staff to be nonessential at this time.

**FUNDING:**

General Funds – Public Works (100-40-54.1223 & 100-40-54.1300).

**STAFF RECOMMENDATION:**

Staff requests awarding the Handley Park Public Works Building PW-2022-14 to the Corbett Group, LLC in the total amount of \$672,350.00 for the base bid and bid alternates A1, A2, A3, A4, A5, and A6.

**ATTACHMENTS:**

Bid tabulation form.

**PREVIOUS DISCUSSIONS:**

Budget meetings.



**Bid tabulation for: PW-2022-14**  
**2022 HANDLEY PARK PUBLIC WORKS BUILDING**  
**THE TOWN OF TYRONE, GA**

ITEM #	ITEM DESCRIPTION	EST. QUANTITY	Helix Grading and Utility GA			The Corbett Group, LLC Douglasville, GA		
			UNIT	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE
<b>BASE BID</b>								
	Acknowledged Addendum 1		Yes			No		
	Bid Bond (5%)		Yes			Yes		
1	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 40,000.00	\$ 40,000.00	
2	Grading, complete	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 90,000.00	\$ 90,000.00	
3	Building and Concrete Slab, complete	1	LS	\$ 425,000.00	\$ 425,000.00	\$ 180,000.00	\$ 180,000.00	
4	Compacted Aggregate Base Driveway, 8 IN	2700	SY	\$ 21.00	\$ 56,700.00	\$ 30.00	\$ 81,000.00	
5	Vinyl Coated Chain Link Fence, 4 FT	250	LF	\$ 67.00	\$ 16,750.00	\$ 45.00	\$ 11,250.00	
6	Vinyl Coated Chain Link Fence, 8 FT	980	LF	\$ 104.00	\$ 101,920.00	\$ 75.00	\$ 73,500.00	
7	Sliding Chain Link Gate	1	EA	\$ 10,250.00	\$ 10,250.00	\$ 2,500.00	\$ 2,500.00	
8	Pedestrian Chain Link Gate	2	EA	\$ 915.00	\$ 1,830.00	\$ 800.00	\$ 1,600.00	
9	Drainage Pedestal Top Inlet	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 4,000.00	\$ 12,000.00	
10	Headwall	2	EA	\$ 2,400.00	\$ 4,800.00	\$ 1,500.00	\$ 3,000.00	
11	15 Inch, RCP	270	LF	\$ 55.00	\$ 14,850.00	\$ 85.00	\$ 22,950.00	
12	Riprap, Type 3, 18 In, complete	50	SY	\$ 180.00	\$ 9,000.00	\$ 85.00	\$ 4,250.00	
13	2" PEX A Water Line	580	LF	\$ 38.00	\$ 22,040.00	\$ 30.00	\$ 17,400.00	
14	2.5" x 2" Tee	1	EA	\$ 650.00	\$ 650.00	\$ 800.00	\$ 800.00	
15	2" Compression Curb Stop	1	EA	\$ 650.00	\$ 650.00	\$ 900.00	\$ 900.00	
16	2.5" Coupling	1	EA	\$ 650.00	\$ 650.00	\$ 400.00	\$ 400.00	
17	2" PEX Tee	2	EA	\$ 650.00	\$ 1,300.00	\$ 600.00	\$ 1,200.00	
18	2" x 1" Reducer	3	EA	\$ 650.00	\$ 1,950.00	\$ 50.00	\$ 150.00	
19	Woodford Sanitary Yard Hydrant - Model S4H	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	
20	Electrical Service Point, complete	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	
21	Special Allowance	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>964,340.00</b>	<b>\$</b>	<b>610,900.00</b>	

<b>BID ALTERNATES</b>										
A1	1-1/2 IN SCH 80 Force Main	360	LF	38	\$	13,680.00	\$	25.00	\$	9,000.00
A2	6" PVC Gravity Sewer	25	LF	150	\$	3,750.00	\$	55.00	\$	1,375.00
A3	4" Sewer Lateral from Bidg	25	LF	100	\$	2,500.00	\$	35.00	\$	875.00
A4	Sanitary Sewer Manhole	2	EA	4,000	\$	8,000.00	\$	2,600.00	\$	5,200.00
A5	Private Sewer Lift Station	1	EA	30,000	\$	30,000.00	\$	25,000.00	\$	25,000.00
A6	Bathroom (1 toilet & 1 sink) in building (Design Build)	1	EA	30,000	\$	30,000.00	\$	20,000.00	\$	20,000.00
A7	20' Remote Access Cantilever Gate, complete	1	LS	30,000	\$	30,000.00	\$	19,000.00	\$	19,000.00

Section X, Item 12.

Bids Received by: Scott Langford      Witnessed by: Curtis Carson





## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** January 16, 2025

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

### STAFF REPORT

**AGENDA ITEM:**

Consideration to award the 2025 Pavement Marking project PW-2025-05 to Mid State Construction & Stripeing, Incorporated for \$13,923.

**BACKGROUND:**

The pavement marking maintenance project was included this fiscal year to improve safety of our roads. Locations include Dogwood Trail (Senoia to Windsong SD) and Senoia Road from Town Hall to Palmetto Road intersection. Bids were received and opened on January 9, 2025, at 10 AM and read aloud at the Town Hall. The lowest responsive and responsible bidder was Mid State Construction & Stripeing, Inc. for \$13,923.

**FUNDING:**

General Fund – Public Works Fund 100-40-52.2205

**STAFF RECOMMENDATION:**

Staff requests awarding the 2025 Pavement Marking project PW-2025-05 to Mid State Construction & Stripeing, Inc. for \$13,923.

**ATTACHMENTS:**

Bid tabulation

**PREVIOUS DISCUSSIONS:**

None



REBID Bid tabulation for: PW-2025-05  
**REBID 2025 PAVEMENT MARKINGS FOR  
 THE TOWN OF TYRONE, GA**

BID DATE: January 9, 2025 @ 10:00 AM

ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	Mid State Contractors Perry, GA		Tidwell Traffic Solutions Douglasville, GA		CALCULATED TOTAL PRICE
				UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	
<b>BASE BID</b>								
	Acknowledged Addenda			N/A		N/A		
	Bid Bond (5%)			Yes		Yes		
1	Traffic Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,750.00	\$ 3,750.00	
2	Raised Pavement Markers, Type 1, Pay Item 654-1991	260	EA	\$ 7.05	\$ 1,833.00	\$ 7.50	\$ 1,950.00	
3	Thermoplastic Solid Traffic Stripe, 5 Inch, Yellow, Pay Item 653-1502	10,090	LF	\$ 0.50	\$ 5,045.00	\$ 0.55	\$ 5,549.50	
4	Thermoplastic Solid Traffic Stripe, 5 Inch, White, Pay Item 653-1501	10,090	LF	\$ 0.50	\$ 5,045.00	\$ 0.55	\$ 5,549.50	
5	Special Allowance, Complete	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
<b>TOTAL BASE BID</b>				\$	<b>13,923.00</b>	\$	<b>17,799.00</b>	

Bids Received by: Scott Langford  
 Witnessed by: Curtis Carson