



## TOWN COUNCIL MEETING

July 06, 2023 at 7:00 PM

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950 Senoia Road, Tyrone, GA 30290

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Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

### 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 June 15, 2023 meeting minutes.

2. Approval of the following agreements: Block Party Band Founders Day October 7th for \$1,200, Deep South Contract Fireworks Founders Day October 7th for \$12,000, and Deep South Contract Christmas November 26th for \$9,600.

3. Approval of the contract for the Founders Day Ferris Wheel rental from Palmetto Rides for \$9,745.

4. Approval of contracts for Santa for the Christmas Program and Rongo & Friends for Founders Day.

### VII. PRESENTATIONS

### VIII. PUBLIC HEARINGS

### IX. OLD BUSINESS

### X. NEW BUSINESS

5. Consideration to approve appointment of Mr. Brad Matheny to Planning Commission Post 2. **Eric Dial, Mayor**
6. Consideration to Award the construction of the Tyrone Road Multi-Use Path PW-2021-18 project to Piedmont Paving Incorporated. - **Scott Langford, PE - Town Engineer and Public Works Director**
7. Consideration to Award the professional engineering services for development and procurement of the Annual and Emergency Service Contracts for Sewer (Project PW-2023-13) to Integrated Science and Engineering for \$11,580. - **Scott Langford, PE - Town Engineer and Public Works Director**
8. Consideration to approve the purchase of two Generac MLT6SKDS-STD4 tower lights for an amount not to exceed \$26,000 from Yancey Rents. **Phillip Trocquet, Assistant Town Manager**
9. Consideration to approve the Purchase and Installation Quote from Aqua Doc for a replacement fountain for Shamrock Park in an amount not to exceed \$8,383.41. **Phillip Trocquet, Assistant Town Manager**

**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

June 15, 2023 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Council Member Furr was absent

Also present:

Randy Mundy, Police Chief

### 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.*

Dia Hunter who lives on O'Connell Street asked Council to consider creating a new position for a marketing director in the next budget. Surrounding cities have this position and they could be shared between Town departments. This would take the burden off the current staff.

Edward Ray who lives on Castlewood Road stated that there was a dog next door to him that was out day and night, in the rain and cold with no water. The dog was attached to a fence with a 5 ft. rope, it's inhumane. He added that he called animal control and they said they could do nothing but site them, and site them again. He also called the realtor that owned the property to say that they were abusing dogs. The realtor shared that no one should be in the house and that they were squatters. Mr. Ray then brought the issue to the police department and they said that the residents paid someone \$6,000 and that they were not squatters. He added that the process should be easy to find out who was on your property and who paid who, following the money trail. He shared that there were 3 pit bulls that were tethered. Someone should be able to do something about it. The police said that they could be taken to court but that would take a long time. He added that Mayors in other cities claim that their city was a sanctuary city which would make what they were doing illegal. These Mayors then made up their own laws which were not conducive to other citizens. Criminals have more rights than law-abiding citizens. Mr. Ray stated that Tyrone's elected officials needed to take their grievances to Governor Kemp and tell him to change the laws or just say, "I'm the Mayor and this is what I'm going to do".

Mayor Dial stated that the Town recently passed a tethering ordinance.

Mr. Bob Boeschstein who lives on Ashland Trail spoke next regarding the same rental property. He stated that 3 houses from the Mayor's house were squatters with barking dogs. He shared that he called the police 6 times and also the humane society. He added that there used to be 3 pit bulls, but now there were only 2. One was buried in the backyard and stated that the police officer said that the citizen informed them that the gas company dug the hole. Why would they dig 1,000 ft. away? There was a grave, Mr. Boeschstein smelled the odor. He had pictures of 1 dog tethered and choking itself. He added, who would have known that something like that would happen in our Town. Council needed to know about it and to pass laws and to make sure that they were upheld. On a separate issue, Mr. Boeschstein shared that the Chief of Police was unaware that a rapper moved in on Ashland Trail and that they hosted a party with 50-60 vehicles that were illegally parked on the street. He stated that Friday night at 9:00 pm, you could hear every word that was said, and that Saturday, they hosted another party. He stated that he called the police and it quieted down. Saturday's party ended at 8:00 pm. He stated that Mayor and Council needed to know who was moving into Tyrone and what was going on. He stated that the homeowner had a commercial bathroom and golf carts were chauffeuring people back and forth, it was well organized. How many times would he do this? Did he get a permit? The homeowner also had made many improvements, did he have a permit for those? He shared that he had not seen a police car in his subdivision in weeks, night or day. He added that Mayor and Council needed to know what was going on, not sitting behind a desk all the time, they needed to ride around.

## V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

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

1. Approval of the June 1, 2023 minutes.
2. Approval of Debeer Properties LLC's Stormwater Management Operations and Maintenance Agreement with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction. **Devon Boullion, Environmental Specialist**
3. Approval of the free Church of Christ event open to the public at Shamrock Park on June 17, 2023, from 8 am - 5 pm.

A motion was made to approve the consent agenda.

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



## VII. PRESENTATIONS

## VIII. PUBLIC HEARINGS

## IX. OLD BUSINESS

4. Consideration to adopt the FY 2023/2024 Town of Tyrone Budget.

Ms. Beach informed everyone that a budget workshop was held on May 18<sup>th</sup>, and the public hearing was held on June 1<sup>st</sup>. No changes had been made since then. She recommended approval of the Fiscal Year 2023/2024 Budget beginning July 1<sup>st</sup>. The General Fund totaled \$17,566,991.38, and the Other Miscellaneous Funds Budget totaled \$6,086,142.40.

A motion was made to adopt the Fiscal Year 2023/2024 Town of Tyrone Budget.

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

5. Consideration to approve Change Order 2 for the 2022 Dorothea Redwine Park Phase One (Pickleball Courts) project number PW-2022-12. **Scott Langford, Town Engineer / Public Works Director**

Mr. Langford stated that construction started on the project and the contractor encountered an unforeseen condition of a large amount of concrete below the ball field surface. The Town approved Change Order Number 1 dated April 6, 2023 to remove the concrete and soil to the new court level. Additional unsuitable soils were encountered that required removal and additional fill material. The cost of that additional work was \$17,094.91. He recommended approval and that funding for the project would come from the 2017 SPLOST.

Council Member Campbell asked if Mr. Langford predicted any further issues. Mr. Langford stated that the project should gain momentum now after the rain, paving should take place this week. Council Member Campbell inquired about the base for the lounge area with the canopy. Mr. Langford stated that the section was part of Phase 1 and should be completed soon.

Council Member Hill asked why the soil was unsuitable. Mr. Langford explained that when it rains for a long period, the soil could acquire a plastic texture with a high index of shrinking and swelling, which could cause cracking in the pavement.

A motion was made to approve the 2022 Dorothea Redwine Park Phase 1 Pickleball Courts Change Order 2 for \$17,094.91.

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

6. Consideration to approve Change Order 1 for project PW-2023-01, the 2023 Roadway Resurfacing project to Piedmont Paving Incorporated. **Scott Langford, Town Engineer / Public Works Director**

Mr. Langford shared that in continuing efforts, the Town had been improving road conditions and safety for those who travel in and about the town. This year's asphalt resurfacing project was bid to resurface several roads in Town. The resurfacing required striping work to be performed. He reminded Council that early that year he came to them with an IGA with the County for crack sealing on Crestwood Road from Senoia Road to McDade. The purpose was to seal and then stripe. He wished to add the stripping on another bid because the contractor already had stripping in the agreement. He stated that Crestwood was approximately 3,478 centerline feet. The cost for a double yellow centerline, white edge stripes, 5 stop bars, and centerline reflective pavement markers was \$19,450.20. During construction, they also encountered unsuitable soils where they were replacing the culvert under the cul-de-sac of Northwood Road. He stated that the removal of soils and backfilling with #57 stone was 100 tons at a price of \$6,500. In addition, they also added 3 tons of Type 3 riprap at a cost of \$950 to protect from erosion at the new headwall. The cost of the items was originally going to come out of the project's Special Allowance, but since we are wanting to add the striping for Crestwood, we decided to put it all into Change Order 1. He added that the funding would come from the General Fund which was already budgeted. The total for Change Order 1, was \$26,900.20, he recommended approval.

Council Member Campbell clarified that it was two separate locations. Mr. Langford stated that yes, on Crestwood Road, from Senoia Road to McDade was .63 miles.

A motion was made to approve Change Order 1 to project PW-2023-01, the Roadway Resurfacing project, to Piedmont Paving Inc. for \$26,900.20.

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

## **X. NEW BUSINESS**

7. Consideration to approve Resolution 2023-07 for the purchase of 969 Senoia Road in the amount of \$340,000.

Mr. Davenport explained that the Town entered into a purchase and sale agreement for the property at 969 Senoia Road. As part of the closing, the closing attorney requested a resolution from the Town stating that the Town authorized the purchase of the property. He added that if Council approved, it would be presented to the closing attorney so they could check it off their list of closing documents.

A motion was made to approve Resolution 2023-07 for the purchase of 969 Senoia Road in the amount of \$340,000.

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

8. Consideration to approve the plans for Project Number PW-2023-02 Senoia Road - Spencer Road Multi-Use Path. **Scott Langford, Town Engineer / Public Works Director**

Mr. Langford explained that at the off-ramp onto Senoia Road from Hwy 74 was a wire fence separating the GDOT right-of-way and the property owner's property line. He mapped out that the multi-use cart path would begin at the bottom of the ramp and travel up the ramp along the property line to reach the top near the Publix shopping center parking lot nearest to Spencer Road connecting to the share-the-road route on Spencer. This would allow citizens to travel to Publix without crossing Hwy 74 coming from Farr Road, Handley Road, and Tyrone Road (Tyrone Road cart path system). Mr. Langford explained that the design was 90% complete and the project was ready to start the land acquisition phase. We have discussed the layout with the landowner (single owner) and they were very pleased with the layout. It would be a 14 ft. path along the easement. The total land acquisition was approximately 0.8 acres. He added that the plan approval was needed for staff and legal counsel to move forward with the land acquisition phase and then into bids. He recommended approval.

Council Member Campbell clarified that the completion of the project would give Southampton students a better way to get to Sandy Creek High School. Mr. Langford stated that yes, eventually that would happen. He added that the section near the school was also owned by the same property owner.

Mayor Dial asked for an approximate completion date. Mr. Langford explained the entire process and added that it would be around 5-6 months. Mayor Dial hoped that it would be before the cold weather. Mr. Langford stated that he would hope for good weather to speed up the project and mentioned the streetscaping and street-crossing projects that would be happening at the same time. One of the street crossings would be at the ramp and Senoia Road which would be a brick crosswalk and would have a beacon and flashing lights. He clarified that the crossing button was only for pedestrians and cyclists, not for golf carts.

Council Member Campbell asked if it would be similar to the Tyrone Road/Farr Road crossing, and he asked for clarification. Mr. Langford stated that yes, they would be similar and golf carts would be able to cross there, however, they were not allowed to push the crossing button that would trigger the flashing lights and countdown. Mr. Trocquet clarified further that there would be a sign that says for pedestrian use only, golf carts must yield to traffic. This was all for the preservation of pedestrian traffic.

Mayor Dial noted that the area between Tyrone Road and Palmetto was not a well-lit area. Mr. Trocquet shared that at each crossing, there would be additional lighting. He added that the property acquisition would be fairly simple due to only one property owner.

Council Member Campbell shared his concerns with all of the truck traffic along Senoia Road and a lot of the students would be utilizing the path to get to school.

Council Member Howard inquired about all of the trees lining the route. Mr. Langford stated that most of the trees were within the GDOT right-of-way and would be removed.

Council Member Campbell inquired about the cost of the path. Mr. Langford stated that it would be approximately \$400,000 - \$500,000.

A motion was made to approve the plans for the PW-2023-02 Senoia Road Spencer Road Multi-Use Path and move into the land acquisition phase of the project.

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

**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.*

Mr. Brian Haynie who lives on Rollingbrook Trail inquired about the plans for the newly acquired 969 Tyrone Road. Mayor Dial reminded everyone that public comments were not meant for back-and-forth discussions. He invited anyone that wished to speak to Council about any item including the property to meet with them after the meeting.

**XII. STAFF COMMENTS**

Chief Mundy addressed Mr. Boeschentien's concerns. He shared that Lt. Nelson responded to that particular residence and learned that the current residents lease the property from fraudulent leasers. The property owner had begun the eviction process.

Chief Mundy responded to the comments regarding the party on Ashland Trail. He stated that by the time Sgt. West arrived, the music was turned down, with no further problems, and the vehicles were all parked legally. There was no permit required for parties.

Mayor Dial began a discussion regarding squatters. He asked what the timeframe was normally to evict someone. Chief Mundy stated that it was 30-45 days if contested, much longer. Mayor Dial claimed that it was the first time he had heard the word squatter in Tyrone since he had been in office. He asked Chief Mundy how could the Town be on the lookout for something like that, how do you know? Chief Mundy shared that unfortunately, no one knows. It would be the property owner's responsibility to keep up. Once the squatters have their utilities turned on in their names it would be too late. They need to watch their lockboxes. Again, it was up to the property owners to watch their properties.

Council Member Hill reminded everyone regarding the dogs being tethered, the Town recently passed an ordinance against tethering. She asked if neighbors should call animal control or the police first. Chief Mundy stated that either way, the police would call animal control. He clarified that the ordinance stated that animals could not be tethered. They could be attached to a trolley system but only for a short time. He added that if anyone sees something to please call the police.

Mayor Dial asked if these folks were cited, and 30 days cited again, was there any way around that? Chief Munday stated that if his officers were called out and it happened again the next day or within the next couple of hours, call them again. Mayor Dial stated that we need more teeth and asked for Mr. Davenport's opinion. Mr. Davenport stated that the ordinance called for no tethering between 10:00 am – 6:00 pm, if they were in violation, issue a citation. If they were still in violation issue another. When the item is taken to court, the judge would see all of those violations and bring down the hammer. Chief Mundy also added that the animal may also be ceased. Council Member Campbell asked how long would that go on. Mr. Davenport stated that if it continued, it would be a cruelty to animal charge, the animal would not be safe and would be ceased. Mayor Dial encouraged the citizens to call the police.

Ms. Beach announced that the Town had an ongoing tax issue with A.D.P and gave Ms. Smith a Shout-Out for her persistence and eventually, through her actions the issue was resolved. She was able to convince the Department of Revenue to waive the fees, saving the Town (A.D.P.) \$8,300.

Mayor Dial opened a conversation regarding Devon Boullion's completion of her annual E.P.D. report. Mr. Trocquet shared that her report was the equivalent to the 5-year Comprehensive Plan but she had to complete this each year. He added that the report was very detailed and required many months and hours to complete. Ms. Boullion was very dedicated and detailed. She submits the report and E.P.D. would submit comments that needed to be addressed. All of this was complete. Mr. Langford added that every five years the report added changes to the report, this year was that fifth year which made it tougher on her, and she did a stellar job. Mayor Dial added that he wanted Council to know that she did pass the finish line and to please let her know that we appreciated her hard work.

### **XIII. COUNCIL COMMENTS**

Council Member Howard began a conversation regarding the reopening of the Tyrone Post Office. She realized that the outcome was not up to the local authority, however, could we reach out to any State or Federal Representatives regarding the issue? Mayor Dial shared that the Town reached out to the citizens on May 9<sup>th</sup> regarding the landlord of the property. On May 30<sup>th</sup> the Town should have received notice that the building was inhabitable. He quoted from a notice that was sent from the U.S.P.S., stating "...when the landlord repairs are completed the facility renovation assessment checklist (FRAC) would be scheduled to determine if the facility is safe for occupancy. If the FRAC passes, a final beneficial occupancy (FBO) letter will be issued to district leadership (postal service leadership), stating that the facility is safe to reoccupy. At that time, it would be up to the district to determine when the post office will resume normal operations."

Mayor Dial stated that from the email all we knew was that the building was to have been made inhabitable, however, the Town did not know how long the process would take nor did we know if the building was actually inhabitable. He stated that no one had heard from anyone from the postal service up to that point.

He added that the Peachtree City post office also knew nothing of the progress. He apologized and added that he wished they knew more and to not place merit on the May 30<sup>th</sup> date. He shared that the Congressman's office was contacted and that they had spoken with their legislative liaison. For them it was now a matter of communicating with the U.S.P.S.

Council Member Howard shared that the property owner was online and out of state. Mr. Trocquet stated that he would draft and send a certified letter inquiring about the nature of the condition of the building and where they were in the process and inviting a discussion. Mayor Dial said that he would sign the letter.

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

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

The meeting adjourned at 7:55 pm.

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

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



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** RECREATION

**Meeting Date:** 7/6/2023

**Staff Contact:** Lynda Owens

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Deep South Contract Fireworks Founders Day October 7<sup>th</sup>

Deep South Contract Christmas November 26<sup>th</sup>

Block Party Band Founders Day October 7<sup>th</sup>

### Background/History:

Approved by lawyer

### Findings/Current Activity:

Pending Council Approval

### Is this a budgeted item?\_yes If so, include budget line number:

Deep South Founders Day: 230-62-52.1350

Block Party Founders Day: 230-62.52.1350

Deep South Christmas: 100-60-53.1005

### Actions/Options/Recommendations:

### Approval

## Block Party Band PTC Live Performance Contract

**Christopher Moore, Signatory Band Representative**  
406 Walnut Grove Rd  
Peachtree City, GA 30269  
678-522-3218 cell

**THIS PERFORMANCE AGREEMENT** is made and entered into as of April 10, 2023, by and between The Town of Tyrone whose business address is 950 Senoia Rd, Tyrone, GA 30290 ("**Purchaser**") and the musical group Block Party Band PTC ("**Band**"), whose business address is 406 Walnut Grove Rd, Peachtree City, GA 30269. In consideration of the mutual covenants contained herein and, intending to be legally bound hereby, the Purchaser and the Band agree as follows:

- 1) **ENGAGEMENT:** The Purchaser hereby engages the Band to render a musical performance ("**Performance**"), and the Band hereby agrees to render such Performance under the terms and conditions specified herein.

**Check as applies:**

- ☐ The Band will provide personal instrumentation and sound gear, sound system, lighting and technician.
- ☒ The Band will provide personal instrumentation & sound gear.
- ☒ Purchaser will provide professional PA System, Lights, power and technician (see #9 "Additional Riders").

- 2) **INDIVIDUALS COMPRISING THE BAND:** Band consists of the following individuals:

- Christopher Moore, Signatory Band Representative      - Greg Teel
- Tony Winfrey      - Pete Shaughnessy
- Steve Lilly      - Lorena Fuentes

The Band's obligation to perform hereunder is subject to the unavailability of individuals comprising the Band as a result of sickness, accidents, acts of God and other reasons beyond individual band member's control. Although the individuals listed above are the usual persons comprising the Band, temporary replacement of individual/s may be made at the discretion of the Signatory Band Representative. The Band is under no obligation to provide replacement individual/s in the event person/s become unavailable for performance due to the reasons listed above.

- 3) **LOCATION OF PERFORMANCE:** The performance will take place at the following location:

Venue: **Shamrock Park**  
Street Address: **950 Senoia Rd**  
City/State/Zip Code: **Tyrone, GA 30290**  
Telephone/Email: **Contact: Krista McClenny 770-487-4694 [kmcclenny@tyrone.org](mailto:kmcclenny@tyrone.org)**

- 4) **DATE AND TIME OF PERFORMANCE:**

- The date of the Performance is October 7, 2023.
- The venue will be made available for **load in/set-up** on October 7, 2023 at **2:00pm**.
- **Sound check** will be conducted at approximately **4:00 pm**, and will take approximately **30 minutes**.
- The **Performance** will begin at approximately **6:00pm** and end by **8:00pm**. The Band will perform one set.
- The Venue will be made available for breakdown and load out immediately following the performance.
- Load-out to be completed by the BAND by 10:00pm following the performance.

- 5) **PAYMENT:** In full consideration for all services rendered by the Band at the Performance, Purchaser agrees to make the payment of One Thousand Two Hundred Dollars (\$1,200.00).

- a) **DEPOSIT:** Purchaser will pay Three Hundred Dollars (\$300.00) in cash, money order, company or certified check payable to **Christopher Moore** (Signatory Band Representative) as a deposit by **May 31, 2023**. If the Purchaser does not pay the Signatory Band Representative the Deposit by this date, the Band will have the option of canceling this Performance Agreement with no further liability hereunder to Purchaser.
- b) **PAYMENT BALANCE:** Purchaser will pay Band the remaining balance of the Payment in cash, money order, company or certified check payable to **Christopher Moore** (Signatory Band Representative) immediately after Performance on the date of the Performance.
- c) **EXTENDED PERFORMANCE:** At the request of the Purchaser, agreement by the Band and upon approval from the Venue, the Performance may be extended at a rate of **\$250 per 30 minutes**.
- d) **PRIVACY:** The Purchaser agrees to neither discuss nor disclose Payment information with any person other than the Signatory Band Representative.



**6) CANCELLATION:**

- In the event Purchaser cancels the Performance greater than 2 weeks prior to the scheduled date, there will be no refund of the Deposit and further payment from the Purchaser will not be required.
- In the event Purchaser cancels the Performance in 2 weeks or less than the scheduled performance date, Purchaser will be obligated to pay Band a sum equal to 50% of the set fee specified in paragraph 5 (minus the Deposit already received per paragraph 5a) by the date of the scheduled Performance specified in paragraph 4.
- In the event the Band cancels the Performance, Deposit specified in paragraph 5a will be reimbursed to Purchaser and there will be no further obligation from, nor liability to the Band.
- In the event the Venue becomes unavailable due to accident, act of God or reason beyond the Purchaser's control, Band will maintain the Deposit and no further payment from the Purchaser will be required.

**7) Security and Safety:** It is the responsibility of the Purchaser to ensure the security and safety of the Band and to the patrons attending the Performance. Security and safety includes the prevention of loss or damage to the Band's equipment. The Purchaser agrees to provide a stable and secure Performance area.

**8) Miscellaneous:** This Live Performance Contract and the attached rider/s set forth the entire agreement between the Purchaser and the Band and may not be amended except in writing as agreed upon and signed by both parties. This Live Performance Agreement will be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to the principles of conflicts of law.

**9) Additional Riders:** Riders will be attached to this Agreement and signed by the Purchaser and Signatory Band Representative on an individual basis.

**Check all that apply:**

- ☒ Stage and power requirements.
- ☒ Sound system and lighting requirements (Provided by and at the expense of the Purchaser).
- ☐ Personal instrumentation, sound gear, sound system and lighting requirements (Provided by and at the expense of the Purchaser).
- ☐ Band provisions.

The Purchaser and Band have each caused this Live Performance Agreement to be signed by its duly authorized representative.

**PURCHASER:**

**BAND:**

\_\_\_\_\_  
(Name of Purchaser)

\_\_\_\_\_  
(Name of Band)

\_\_\_\_\_  
(Printed Name of Authorized Rep.)

\_\_\_\_\_  
(Printed Name of Signatory Band Rep.)

\_\_\_\_\_  
(Signature & Date of Authorized Rep.)

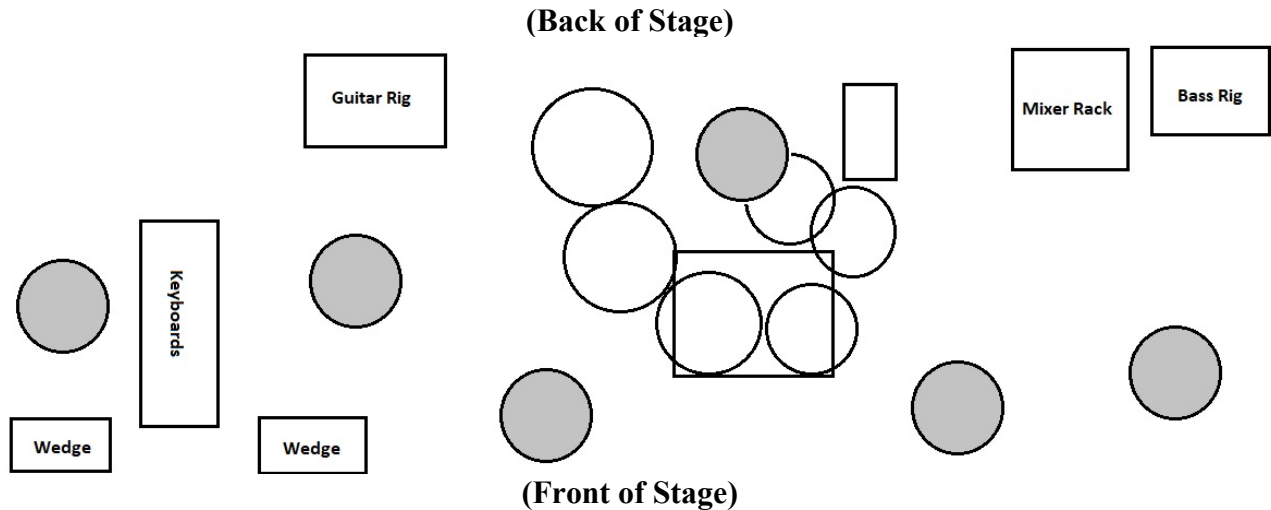
\_\_\_\_\_  
Signature & Date of Signatory Band Rep.)

## Block Party Band PTC

**Christopher T. Moore, Signatory Band Representative**  
 406 Walnut Grove Rd  
 Peachtree City, GA 30269  
 678-522-3218 cell

### STAGE, POWER, INPUT/OUTPUT REQUIREMENTS RIDER:

- 1) Preferred Stage Dimensions (band setup area): 20' wide x 16' deep (if stage is provided, then 1-2' high).
- 2) Outdoor events require raised stage or platform and protective cover over band and equipment.
- 3) Power Requirements: Four 4-plug junction boxes (20 amp) across the back of the stage.



Channel Inputs	Assignment	13	Toms Right (V-drum)
1	Lead Vocal 1	14	Drums OH (mic)
2	Lead Vocal 2	15	Percussion (direct)
3	Bass Vocal	16	Open
4	Key Vocal		
5	Guitar (mic)		
6	Bass (direct)	Auxiliary Sends	Assignment
7	Keys 1 (direct)	1	Lead Vox 1 (in ear)
8	Keys 2 (direct)	2	Lead Vox 2 (in ear)
9	Kick Drum (V-drum)	3	Bassist (in ear)
10	Snare (mic)	4	Drummer (in ear)
11	High Hat (mic)	5	Guitarist (wedge)
12	Toms Left (V-drum)	6	Keyboardist (wedge)

**PURCHASER:**

**BAND:**

\_\_\_\_\_  
 (Name of Purchaser)

\_\_\_\_\_  
 (Name of Band)

\_\_\_\_\_  
 (Printed Name of Authorized Rep.)

\_\_\_\_\_  
 (Printed Name of Signatory Band Rep.)

\_\_\_\_\_  
 (Signature & Date of Authorized Rep.)

\_\_\_\_\_  
 Signature & Date of Signatory Band Rep.)

## Block Party Band PTC

**Christopher T. Moore, Signatory Band Representative**

406 Walnut Grove Rd

Peachtree City, GA 30269

678-522-3218 cell

### **PRODUCTION (PA & LIGHTS) REQUIREMENTS RIDER:**

1. Professional PA System (speakers, power amps, cabling, etc. adequate for the venue).
  - a. Must be set up and run by a professional sound engineer.
  - b. System must have basic processing gear (reverb, compression, EQ, etc)
  - c. Band requires a minimum of 16 channel inputs for instrumentation and vocals.
  - d. System must have a minimum of (6) Auxiliary outputs for (6) individual monitor mixes.
  - e. System must have (6) individual monitor speakers (unless individual Band members choose to provide their own in-ear monitoring systems).
  - f. PA system must be set up in advance of the scheduled BAND arrival and load-in time (per paragraph 4 of Contract).
2. Stage lighting appropriate for the venue and event.

\_\_\_\_\_  
(Name of Purchaser)

\_\_\_\_\_  
(Name of Band)

\_\_\_\_\_  
(Printed Name of Authorized Rep.)

\_\_\_\_\_  
(Printed Name of Signatory Band Rep.)

\_\_\_\_\_  
(Signature & Date of Authorized Rep.)

\_\_\_\_\_  
Signature & Date of Signatory Band Rep.)



## ***SALES AGREEMENT FOR SERVICES***

Deep South Fireworks LLC

This Sales Agreement for Services (this "Agreement") is made effective as of March 8, 2023, by and between Deep South Fireworks LLC, and The Town of Tyrone, GA.

**1. DESCRIPTION OF SERVICES.** On October 7, 2023, Deep South Fireworks LLC will provide The Town of Tyrone, GA the following services (collectively, the "Services"):

**2. Services:**

Firework Show with 1.4g and 1.4 Professional Product and will last for 12 minutes.

This will include: the product, insurance, set-up, and coordination of the show along with clean up.

The total for this show is \$12,000 and includes everything. Deep South Fireworks will cover all permit fees associated for this display.

The location for this show is Shamrock Park, Tyrone, GA

The time of the show is TBD by The Town of Tyrone, GA.

**3. PAYMENT.** The payment shall be made to Devin Vargas of Deep South Fireworks LLC. The initial deposit will be due by May 15, 2023, in the amount of \$6,000. The remaining balance will be due on or before October 7, 2023, in the amount of \$6,000. Payments are accepted by check, cash, bank transfer, cash app, Venmo, or PayPal. The address if using a check, the address is 47 Lake Susie Rd Hawkinsville GA 31036.

**4. WARRANTIES.** Deep South Fireworks LLC shall provide its services and meet its obligations under this Agreement in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Deep South Fireworks LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers like Deep South Fireworks LLC on similar projects.

**5. Cancellations.** If it is lighting or thundering the show may be delayed until it will be safe to fire, but the show will be shot if it is raining. The employees of Deep South Fireworks have the right to cancel or delay a show for any reason or unsafe conditions. In the event of bad weather, the show can be set for another day within 30 days at no additional cost to the customer aside from travel and permit fees. The reschedule date will be determined by availability of Deep South Fireworks. If the customer The Town of Tyrone, GA decides to cancel the show for any reason and wants to credit the deposit or full payment of next year's show that will be accepted.

**6. REMEDIES ON DEFAULT.** In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Agreement.

**7. ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**8. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**9. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**10. APPLICABLE LAW.** This Agreement shall be governed by and construed according to the laws of the State in which the event is taking place in.

I understand & agree this is a legal representation of my signature.

---

**Customer:** The Town of Tyrone, GA

*Devin Vargas*

3/8/2023

---

**Devin Vargas**  
**Owner Deep South Fireworks LLC**



## ***SALES AGREEMENT FOR SERVICES***

Deep South Fireworks LLC

This Sales Agreement for Services (this "Agreement") is made effective as of March 8, 2023, by and between Deep South Fireworks LLC, and The Town of Tyrone, GA.

**1. DESCRIPTION OF SERVICES.** On November 26, 2023, Deep South Fireworks LLC will provide The Town of Tyrone, GA the following services (collectively, the "Services"):

**2. Services:**

Firework Show with 1.4g and 1.4 Professional Product and will last for 9-10 minutes.

This will include: the product, insurance, set-up, and coordination of the show along with clean up.

The total for this show is \$9,600 and includes everything. Deep South Fireworks will cover all permit fees associated for this display.

The location for this show is Shamrock Park, Tyrone, GA

The time of the show is TBD by The Town of Tyrone, GA.

**3. PAYMENT.** The payment shall be made to Devin Vargas of Deep South Fireworks LLC. The initial deposit will be due by May 15, 2023, in the amount of \$4,800. The remaining balance will be due on or before November 26, 2023, in the amount of \$4,800. Payments are accepted by check, cash, bank transfer, cash app, Venmo, or PayPal. The address if using a check, the address is 47 Lake Susie Rd Hawkinsville GA 31036.

**4. WARRANTIES.** Deep South Fireworks LLC shall provide its services and meet its obligations under this Agreement in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Deep South Fireworks LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers like Deep South Fireworks LLC on similar projects.

**5. Cancellations.** If it is lighting or thundering the show may be delayed until it will be safe to fire, but the show will be shot if it is raining. The employees of Deep South Fireworks have the right to cancel or delay a show for any reason or unsafe conditions. In the event of bad weather, the show can be set for another day within 30 days at no additional cost to the customer aside from travel and permit fees. The reschedule date will be determined by availability of Deep South Fireworks. If the customer The Town of Tyrone, GA decides to cancel the show for any reason and wants to credit the deposit or full payment of next year's show that will be accepted.

**6. REMEDIES ON DEFAULT.** In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Agreement.

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**10. APPLICABLE LAW.** This Agreement shall be governed by and construed according to the laws of the State in which the event is taking place in.

I understand & agree this is a legal representation of my signature.

---

**Customer:** The Town of Tyrone, GA

*Devin Vargas*

3/8/2023

---

**Devin Vargas**  
**Owner Deep South Fireworks LLC**



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** RECREATION

**Meeting Date:** 7/6/2023

**Staff Contact:** Lynda Owens

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Contract for Ferris Wheel rental from Palmetto Rides

### Background/History:

Submitted to lawyer

### Findings/Current Activity:

Pending Council Approval

Submitted to Council today are both the original contract and the contract that has gone to our lawyers and been redacted.

**Is this a budgeted item?\_yes If so, include budget line number: 230-62.52.1350**

### Actions/Options/Recommendations:

**As none of the changes suggested by our lawyers address liability, I recommend approval. Palmetto will not change requirements regarding payment/deposit. They are the last company in GA with Ferris Wheel in our budget range.**





## PALMETTO AMUSEMENTS

info@PalmettoAmusements.com

990 Bonhomme Richard Road  
Lexington, SC 29072

803-358-9476 office  
866-716-5138 fax

## Contract Agreement

1. This agreement is between **THE TOWN OF TYRONE**, hereinafter referred to as the **BOOKING PARTY** and **PALMETTO AMUSEMENTS**, hereinafter referred to as the **SUPPLIER**.
2. **SUPPLIER** agrees to provide equipment, etc. as listed in paragraph 3 below for the **BOOKING PARTY'S** event date of **7 OCTOBER 2023 between the hours of NOON TO 7:00 PM** event located at **960 SENOIA RD TYRONE, GA 30290**. **SUPPLIER** will service event date rain or shine but reserves the right to cease operation of amusement devices during inclement weather to insure the safety of the children and the general public. **SUPPLIER** will then resume operations as weather permits during the above scheduled hours.
3. **SUPPLIER** agrees to provide: **FERRIS WHEEL AND POWER SOURCE**. Suppliers will also supply all necessary staffing for amusement rides. Suppliers will also be responsible for state amusement ride inspection and permitting. Please be advised that Palmetto Amusements reserves the right to manipulate/rotate equipment in the event that a piece of equipment is not available due to a mechanical/safety issue.
4. **BOOKING PARTY** agrees to provide: level area for set-up, access to site at least **one day** prior to event to set up if needed. Lighting of the general area is also the responsibility of the booking party for the safety of the patrons.
5. **FINANCIAL TERMS**: The total amount for the items listed in paragraph 3 above is: **\$9745.00..** **SUPPLIER** must receive this signed document within ten (10) days of the date of this contract and a 50% deposit in the amount of **\$4872.50** in order for the event date above and the equipment to be guaranteed. The final balance will be due and payable at the conclusion of the event in the amount of **\$4872.50**.
6. **CANCELLATION POLICY**: The deposit is non-refundable. If the booking party wishes to reschedule the event for inclement weather all financial agreements are expected and still due. However, the event can be rescheduled within 6 months of the event date, minimal fees may be incurred due to unrecoverable expenses but the decision to reschedule must be made **72 hours** in advance of the event. Should the **BOOKING PARTY** decide to cancel this agreement, see cancellation fee below:

Date of Cancellation	Cancellation Fee
2 months or greater from event	25% of balance due plus unrecoverable expenses
1 months or greater from event	50% of balance due plus unrecoverable expenses
2 weeks or less from event	100% of balance plus unrecoverable expenses

### 8. ACCEPTANCE OF THIS CONTRACT BY BOOKING PARTY

Authorized Signature: Christy Bescaglia Date: 26 MAY 2023  
Electronic Signature

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative



## PALMETTO AMUSEMENTS

info@PalmettoAmusements.com

990 Bonhomme Richard Road  
Lexington, SC 29072

803-358-9476 office  
866-716-5138 fax

## Contract Agreement

1. This agreement is between **THE TOWN OF TYRONE**, hereinafter referred to as the **BOOKING PARTY** and **PALMETTO AMUSEMENTS**, hereinafter referred to as the **SUPPLIER**.
2. **SUPPLIER** agrees to provide equipment, etc. as listed in paragraph 3 below for the **BOOKING PARTY'S** event date of **7 OCTOBER 2023 between the hours of NOON TO 7:00 PM** event located at **960 SENOIA RD TYRONE, GA 30290**. **SUPPLIER** will service event date rain or shine but reserves the right to cease operation of amusement devices during inclement weather to insure the safety of the children and the general public. **SUPPLIER** will then resume operations as weather permits during the above scheduled hours.
3. **SUPPLIER** agrees to provide: **FERRIS WHEEL AND POWER SOURCE**. Suppliers will also supply all necessary staffing for amusement rides. Suppliers will also be responsible for state amusement ride inspection and permitting. Please be advised that Palmetto Amusements reserves the right to manipulate/rotate equipment in the event that a piece of equipment is not available due to a mechanical/safety issue.
4. **BOOKING PARTY** agrees to provide: level area for set-up, access to site at least **one day** prior to event to set up if needed. Lighting of the general area is also the responsibility of the booking party for the safety of the patrons. .
5. **FINANCIAL TERMS**: The total amount for the items listed in paragraph 3 above is: **\$9745.00..** **SUPPLIER** must receive this signed document within ten (10) days of the date of this contract and a 10% deposit in the amount of **\$974.50** in order for the event date above and the equipment to be guaranteed. The final balance will be due and payable at the conclusion of the event..
6. **CANCELLATION POLICY**: The deposit is non-refundable. If the booking party wishes to reschedule the event for inclement weather the event can be rescheduled within 12 months of the event date, Should the **BOOKING PARTY** decide to cancel this agreement for any other reason, see the deposit will be forfeited. Should Palmetto Amusments decide to cancel this agreement for any reason the deposit will be refunded in full within two weeks of cancellation.
8. **ACCEPTANCE OF THIS CONTRACT BY BOOKING PARTY**

Authorized Signature: Christy Boscaglia Date: 26 MAY 2023  
Electronic Signature

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Billy Campbell, Chairman

\_\_\_\_\_  
Sierra Willis, Secretary



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** RECREATION

**Meeting Date:** JULY 6, 2023

**Staff Contact:** LYNDA OWENS

**Agenda Section:** CONSENT

## Staff Report:

### **Item Description: FOUNDERS DAY AND CHRISTMAS CONTRACTS**

CONTRACTS FOR APPROVAL

SANTA (CHRISTMAS), RONGO, (FOUNDERS DAY).

### **Background/History:**

**ALL HAVE BEEN REVIEWED BY LEGAL.**

**Findings/Current Activity: PENDING APPROVAL**

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

**RONGO: 230-62-52.1350**

**SANTA: 100-60-53.1005**

### **Actions/Options/Recommendations:**

**APPROVAL**





**Santa Ron**  
 247 Northwinds Blvd. Apt. B308  
 Carrollton, GA 30117  
[SantaRonLane@Gmail.com](mailto:SantaRonLane@Gmail.com)  
 770-363-7549

### Performance Contract

Company/Organization/Coordinator: TOWN OF TYRONE  
 Contact Name: LYNDA OWENS  
 Email: \_\_\_\_\_  
 Phone #: (770) 378-5491 Cell#: ( ) \_\_\_\_\_  
 Event Date(s): 11/26/23 Time: 3 until 5:30 Contract  
 Date: 2/2/23  
 Venue Location: SHAMROCK PARK City: TYRONE ST: GA  
 Activities: TREE LIGHTING + CHRISTMAS MARKET

375 + 25 TRAVEL

Fee per Hour: 150/hour Number of Total Hours: 2.5 Total Fee: \$400 w/MRS CLAUSE = \$525

**Terms:** A non-refundable retainer of \$ 100.00 is required to secure the date. If the retainer and signed contract are not received within 14 days from the date of this contract, it will become void and the booking date will not be held. Balance is due the day of the event. Santa Ron is responsible for his own taxes and other fees. Santa Ron agrees that the fee is inclusive of all accommodations, traveling expenses, to and from the venue except as expressly provided in this agreement.

**Cancellation Policy:** If this contract should be canceled for any reason, the following refund schedule will apply.

If less than 48 hours prior to event, the full amount of the contract is due immediately.

If less than 7 days prior to event, and Santa Ron does not book another event to replace this one, one half of the total contract is due on the date of original event.

If less than 14 days prior to event and Santa Ron does not book another event to replace this one, no refund will be given. If Santa Ron is able to book another event to replace this one the full retainer amount will be refunded.

If canceled more than 15 days prior to event and Santa Ron does not book another event to replace this one, one half of the retainer will be refunded. If Santa Ron is able to book another event to replace this one, the full retainer amount will be refunded.

If Santa Ron cancels this contract for any reason, the full retainer will be refunded.

If legal action is required to enforce this contract, the total fees required to enforce this contract will be added to the contract amount.

Neither the purchaser nor Santa Ron will be held liable for any failure to perform its obligations under this agreement where such breach is due to any of the following: acts or regulations of public authorities, epidemic, acts of God or any other legitimate cause beyond the reasonable control of the purchaser or Santa Ron. Through disaster, illness or injury, if "Santa Ron" is unable to appear, he will do everything in his power to find a suitable replacement or refund the entire retainer.

Any and all photos taken of Santa Ron, whether by individuals or professional photographers, are assumed to be for private or personal use of the client(s) and their guests only and may not be used for commercial or promotional use without written permission of Santa Ron Lane. If the program is professionally photographed and/or video recorded Santa Ron would appreciate a digital copy of photos or videos.

Santa Ron will provide a current background check and proof of Entertainers' Liability Insurance to protect against activities of Santa Ron in relation to the performance of this contract. Santa Ron is also insured to cover claims of Abuse and Molestation!

Santa Ron will NOT be in possession of or consume any drugs or alcohol products at the Venue.

**Comfort:** Santa's suit is very warm. A little cool water and a fan are always welcome.

Facsimile signatures are binding and are considered to be original signatures

I have read the above contract and agree to its Terms and Conditions. I understand that this booking will remain tentative, subject to cancellation by Santa Ron Lane, until the signed contract and payment is received.

**Please complete the following and email back to SantaRonLane@gmail.com or call 770-363-7549 for mailing address. Payment can be made online through PayPal, using a MasterCard, Visa, Discover or American Express credit cards. Send PayPal payment to eronlane@charter.net.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Event Coordinator/Purchaser

Signature Ron Lane Date 2/2/23  
Santa Ron

**RONGO AND FRIENDS PERFORMANCE CONTRACT**

Section VI, Item 4.

CONTRACT ISSUE DATE: 4/11/23  
PERFORMANCE DATE(S): 10/7/23  
PERFORMANCE LOCATION: Shamrock Park  
Tyrene, GA

PERFORMANCE HOURS: FROM \_\_\_\_\_ UNTIL \_\_\_\_\_  
TYPE OF OCCASION: Concert  
BAND SETUP TIME: FROM \_\_\_\_\_ UNTIL \_\_\_\_\_  
WILL BAND PROVIDE P.A. (SOUND SYSTEM)? YES \_\_\_\_\_ NO ✓  
WILL BUYER PROVIDE P.A. (SOUND SYSTEM)? YES ✓ NO \_\_\_\_\_

TOTAL CONTRACT FEE FOR PERFORMANCE: \$ 500

IS A DEPOSIT REQUIRED FROM THE BUYER? YES \_\_\_\_\_ NO ✓  
AMOUNT OF DEPOSIT: \_\_\_\_\_ / BALANCE AMOUNT: \_\_\_\_\_  
MAKE ALL CHECKS PAYABLE TO: Ronald Burns

.....  
SPECIAL INSTRUCTIONS: 1. Band will perform 1 hour  
2. Buyer will provide P.A. (sound system),  
including power, mains, monitors, microphones,  
stands, cables, etc. and sound technician.  
\_\_\_\_\_  
\_\_\_\_\_

.....  
BUYER

BAND LEADER

\_\_\_\_\_  
\_\_\_\_\_

Ron Burns  
\_\_\_\_\_

SIGNATURE:

SIGNATURE:

\_\_\_\_\_

Ron  
\_\_\_\_\_



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** July 6, 2023

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

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### STAFF REPORT

**AGENDA ITEM:**

Consideration to Award the construction of the Tyrone Road Multi-Use Path PW-2021-18 project to Piedmont Paving Inc.

**BACKGROUND:**

The Tyrone Road Multi-Use Path (MUP) project was bid on June 20, 2023, by Mallett Engineering after proper advertisement in both the legal organ and the Georgia Procurement Registry website. Two bids were received, and the low bidder was Piedmont Paving at \$393,645.68. There was a substantial difference between the two bidders. Mallett Engineering contacted the low bidder, reviewed their pricing, and confirmed that Piedmont Paving was comfortable with their price (see attached letter).

**FUNDING:**

General Fund

**STAFF RECOMMENDATION:**

Staff is recommending the Town award and authorize the Mayor to execute a contract to Piedmont Paving Incorporated at the price of \$393,645.68 for the construction of the Tyrone Road Multi-Use Path, project number PW-2021-18.

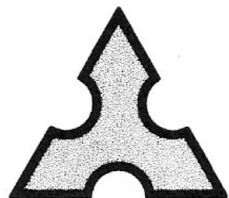
**ATTACHMENTS:**

Bid Tab and Mallett Engineering letter

**PREVIOUS DISCUSSIONS:**

FY 24 budget workshop and other Council meetings





# Mallett Consulting, Inc.

**ENGINEERING - SURVEYING - PROJECT MANAGEMENT**

101 DEVANT STREET, SUITE 804  
FAYETTEVILLE, GEORGIA 30214  
770-719-3333

June 21, 2023

Mr. Scott Langford  
Town of Tyrone, Georgia  
950 Senoia Road  
Tyrone, GA 30292

Re: Tyrone Road Multi-Use Path  
Town of Tyrone, GA  
Recommendation for Award

Dear Scott:

Please find the attached Bid Tabulation for the bids opened on June 20, 2023. The low bidder was Piedmont Paving at a price of \$393,645.68.

We have worked with Piedmont Paving on multiple projects over the past few years and have found them to be experienced and competent. We also discussed with the contractor the matter of their bid being substantially lower than the second bid. They have reviewed their pricing and have confirmed they are comfortable with the bid price submitted.

Based on this review, we are recommending the Town award and authorize the Mayor to execute a contract to Piedmont Paving, at a price of \$393,645.68, provided that adequate funding is available.

I am available for additional discussion, as needed.

Sincerely,  
Mallett Consulting, Inc.

*David Jaeger*

David Jaeger, PE  
Tyrone Town Engineering Services



Bid tabulation for:

**TYRONE ROAD MULTI-USE PATH  
FOR THE TOWN OF TYRONE. GA**

BID DATE: JUNE 20 , 2023				PIEDMONT PAVING		TRI SCAPES	
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE
<b>BASE BID</b>							
1	MOBILIZATION	1	LS	LS	\$ 9,982.39	LS	\$ 2,400.00
2	TRAFFIC CONTROL	1	LS	LS	\$ 11,731.37	LS	\$ 15,000.00
3	GRADING, COMPLETE (INCLUDING DEMO)	1	LS	LS	\$ 75,898.19	LS	\$ 468,320.00
4	CLEARING & GRUBBING, COMPLETE	1	LS	LS	\$ 31,430.74	LS	\$ 30,000.00
<b>PAVING</b>							
5	GRADED AGGREGATE BASE (G.A.B.)	800	TN	\$ 44.71	\$ 35,768.00	\$ 48.75	\$ 39,000.00
6	ASPHALT TOPPING- SUPERPAVE 9.5mm, 220#/SY	325	TN	\$ 144.71	\$ 47,030.75	\$ 390.00	\$ 126,750.00
7	STRIPING (CROSSING & STOP BARS)	1	LS	LS	\$ 1,815.00	LS	\$ 38,437.50
<b>STORM DRAINAGE</b>							
8	15" DIA STORM PIPE - RCP WITH SES	40	LF	\$ 105.69	\$ 4,227.60	\$ 93.66	\$ 3,746.40
9	6" DIA STORM PIPE -DIP	100	LF	\$ 45.82	\$ 4,582.00	\$ 393.75	\$ 39,375.00
10	CONC DRIVEWAY APRON - 3000PSI, 6" THICK UNREINFORCED	10	CY	\$ 443.36	\$ 4,433.60	\$ 646.88	\$ 6,468.80
<b>GRASSING</b>							
11	SOD	10,000	SF	\$ 1.83	\$ 18,300.00	\$ 0.83	\$ 8,300.00
12	TEMPORARY GRASSING, INCLUDING MULCH	1	LS	LS	\$2,200.00	LS	\$ 4,888.80
13	PERMANENT GRASSING, INCLUDING MULCH	1	LS	LS	\$3,850.00	LS	\$ 8,316.00
<b>EROSION CONTROL</b>							
14	SILT FENCE - TYPE C	4000	LF	\$ 4.00	\$ 16,000.00	\$ 3.42	\$ 13,680.00
15	STAKED HAY BALE CHECK DAMS	20	EA	\$ 149.93	\$ 2,998.60	\$ 294.00	\$ 5,880.00
16	ROCK CHECK DAMS	5	EA	\$ 229.12	\$ 1,145.60	\$ 886.88	\$ 4,434.40
17	MULCH MAT	250	SY	\$ 3.17	\$ 792.50	\$ 4.74	\$ 1,185.00
18	INLET SEDIMENT TRAP	6	EA	\$ 301.22	\$ 1,807.32	\$ 354.00	\$ 2,124.00
19	RIP-RAP TYPE III, INCL FILTER FABRIC BENEATH	5	TON	\$ 68.76	\$343.80	\$ 105.00	\$ 525.00
20	CONSTRUCTION ENTRANCES	5	EA	\$ 1,980.32	\$9,901.60	\$ 3,000.00	\$ 15,000.00
<b>MISCELLANEOUS SITEWORK</b>							
21	UNSUITABLE MATERIALS INCL SUITABLE BACKFILL OR STONE	500	CY	\$ 64.79	\$ 32,395.00	\$ 148.13	\$ 74,065.00
22	STABILIZATION STONE	100	TN	\$ 63.06	\$ 6,306.00	\$ 148.13	\$ 14,813.00
23	LIGHT POLE/FIXTURE RELOCATION	1	LS	LS	\$ 10,854.68	LS	\$ 10,827.72
24	SOLAR POWERED CROSSING SIGNAL COMPLETE	2	EA	\$ 8,826.30	\$ 17,652.60	\$ 10,827.72	\$ 21,655.44
25	SIGNAGE, COMPLETE W/MOUNTING & RELOCATE SIGN	LS	LS	LS	\$ 12,298.34	LS	\$ 33,750.00
26	GUARDRAIL, W/BAM (GDOT STD 4380) W/POSTS & ENDS	30	LF	\$ 330.00	\$ 9,900.00	\$ 150.00	\$ 4,500.00
27	ALLOWANCE PER SPECIAL CONDITIONS	1	LS	LS	\$ 20,000.00	LS	\$ 20,000.00
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>393,645.68</b>	<b>\$</b>	<b>1,013,442.06</b>

Contractors w/bid documents that did not submit a bid:

Atlanta Paving and Concrete  
S.H. Creel Contracting  
Magnum Paving  
F.S. Scarbrough, LLC

**COUNCIL AGENDA ITEM COVER SHEET****Meeting Type:** Council - Regular**Meeting Date:** July 6, 2023**Agenda Item Type:** New Business**Staff Contact:** Scott Langford

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**STAFF REPORT****AGENDA ITEM:**

Consideration to Award the professional engineering services for development and procurement of the Sewer Annual and Emergency Service Contracts for Sewer (Project PW-2023-13) to Integrated Science and Engineering.

**BACKGROUND:**

There is a need to develop comprehensive annual contracts for both a sewer annual service contract and a sewer emergency service contract. These contracts will identify at least one construction company to assist the Town when routine or maintenance work is needed on sewer infrastructure, and at least one company when work is needed during an emergency involving sewer infrastructure. Integrated Science and Engineering (ISE) has offered a proposal to develop the documents and assist in procuring these two contracts. The total proposed fee is \$11,580.

**FUNDING:**

Sewer Enterprise Fund

**STAFF RECOMMENDATION:**

Staff is recommending the Town award and authorize the Mayor to execute a contract to Integrated Science and Engineering for the total fee of \$11,580.00 for the development of the Annual and Emergency Service Contracts, Project PW-2023-13.

**ATTACHMENTS:**

Proposal from ISE

**PREVIOUS DISCUSSIONS:**

FY 24 budget workshop

# WORK AUTHORIZATION

1039 Sullivan Road, Suite 200, Newnan, GA 30265  
(p) 678.552.2106 (f) 678.552.2107

**To:** Scott Langford, P.E.  
**Company:** Town of Tyrone  
**Address:** 950 Senoia Road  
Tyrone, Georgia 30290

**Date:** April 11, 2023  
**From:** Cary Dial, P.E.  
**Copy to:** Scott Thompson, P.E.  
File

**Project:** Annual and Emergency Services Contracts

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### ***Background Information:***

The Town of Tyrone (Town) owns and operates a sewer system with thousands of linear feet of sanitary sewer lines. The Town desires to institute annual and emergency services contracts to maintain this system. The annual services contract is utilized for projects that arise outside of the capability of in-house personnel and equipment. It is used on a case-by-case basis and is awarded based on common improvements encountered. The emergency services contract is used only in the event of an emergency. It is awarded based on contractor qualifications and labor and equipment costs.

ISE proposes to prepare both contracts with input from other communities, contractors, and vendors. A back-and-forth review is anticipated and welcomed, including review and final approval from the Town Attorney. This work authorization is to complete both contracts.

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

#### **Task 1- Annual Services Contract**

This task includes completion of the contract. To include numerous meetings with Town staff to craft a document that perfectly fits the needs of the Town.

#### **Task 2- Emergency Services Contract**

This task includes completion of the contract. To include numerous meetings with Town staff to craft a document that perfectly fits the needs of the Town.

**Task 3 – Bid Phase Assistance.** ISE will assist Town staff during the competitive bidding process. This includes issuing bid documents, responding to bid phase RFIs, issuing addenda, attending the bid opening, evaluating bids, and making contractor award recommendations—all activities in this phase are to be accomplished jointly with Town staff.

**Schedule:**

ISE is ready to commence this work immediately upon receipt of proper authorization. Depending on time for review and comments, ISE anticipates this work to be completed by the end of May 2023.

After contract approval by your legal counsel, ISE will assist in competitively bidding out the project. This will continue for approximately 45 days (estimated bidding period).

**Fee Estimate:**

Task No.	Task Name	Contract Amount	Billing Type
1	Annual Services Contract	\$4,070	Lump Sum
2	Emergency Services Contract	\$4,070	Lump Sum
3	Bid Phase Assistance	\$3,440	Lump Sum
TOTAL		\$11,580	

All work will be performed in accordance with the attached Terms and Conditions. The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

If this Work Authorization is acceptable, please sign and return a copy for our records as our notice to proceed.

**Authorization:**

Authorized by: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Terms and Conditions Included\***



# WORK AUTHORIZATION

## TERMS AND CONDITIONS

Integrated Science & Engineering, Inc. (ISE) shall perform the services outlined in this agreement for the stated fee arrangement.

**Access to Site:** Unless otherwise stated ISE will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently ISE is denied or delayed in performing their services, the associated cost may be viewed as a reimbursable expense.

**Billings/Payment:** Invoices for ISE's services shall be submitted, at ISE's option, either upon completion of such services or on a monthly basis (unless noted otherwise) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, ISE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of ISE. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including attorney's fees.

**Reimbursable Expenses:** Any expenses that are required beyond those identified under professional services will be billed at a multiple of 1.15 times the cost incurred.

**Additional Services:** Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at ISE's cost incurred or normal prevailing rate. ISE will only perform additional services when authorized in writing by the Client.

**Indemnification:** The Client shall indemnify and hold harmless ISE and all of its personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of the Client, anyone directly employed by the Client (except ISE), or anyone for whose acts any of them may be liable.

ISE shall indemnify and hold harmless Client and all of Client's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of ISE, anyone directly employed by ISE, or anyone for whose acts any of them may be liable.

~~**Risk Allocation:** In recognition of the relative risks, rewards and benefits of the project to both the Client and ISE, the risks have been allocated such that ISE and the Client agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this Agreement, whichever is less. Such causes include, but are not limited to, ISE's or Client's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~

**Termination of Services:** This agreement may be terminated by written notice by either the Client or ISE should the other fail to perform its obligations

hereunder. In the event of termination, the Client shall pay ISE for all services rendered to the date of termination and all reimbursable expenses.

**Ownership of Documents:** All documents produced by ISE under this agreement shall remain the property of ISE and may not be used by the Client for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Client's and Recipient's sole risk and without liability to ISE. Client further agrees that documents produced by ISE pursuant to this agreement will not be used at any location or for any project not expressly provided for in this agreement without ISE's written approval.

**Discovery of Unanticipated Hazardous Materials:** Hazardous materials may exist where there is no reason to believe they could or should be present. The client acknowledges that ISE's scope of services for this project does not include any services related to hazardous wastes. ISE and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ISE and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for ISE to take immediate measures to protect human health and safety, and/or the environment. ISE agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages ISE to take any and all measures that in ISE professional opinion are justified to preserve and protect the health and safety of ISE personnel and the public, and/or the environment, and the Client agrees to compensate ISE for the additional cost of such work.

**Site Operations:** ISE field personnel will avoid hazards or utilities which are visible to them at the site. If ISE is advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, ISE will give special instructions to their field personnel. ISE will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The Client recognizes that ISE's research may not identify all subsurface utility lines and man-made objects, and that the information upon which ISE relies may contain errors or may not be complete. ISE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost of demolition. Where the detailed investigation of such a condition is not authorized, ISE shall not be responsible for the condition of the existing structure. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services. The Client is fully responsible for and assumes all risks associated with such conditions.

**Construction Activities:** Unless specifically stated otherwise, the Client and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

**Integration:** This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties.

**Governing Law:** Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.

Risk Allocation Section removed from contract.

*Caryn Dean*  
6/22/2023

# WORK AUTHORIZATION

## UNIT RATES – 2023 BILLING RATES Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$ 230.00
Principal	\$ 210.00
Sr. Project Manager	\$ 185.00
Project Manager	\$ 170.00
Project Engineer III	\$ 165.00
Project Engineer II	\$ 150.00
Project Engineer I	\$ 135.00
Engineer II	\$ 125.00
Engineer I	\$ 110.00
Sr. Environmental Scientist	\$ 145.00
Environmental Scientist	\$ 115.00
Sr. Professional Land Surveyor	\$ 160.00
Survey Crew (1-person)	\$ 150.00
Survey Crew (2-person)	\$ 175.00
Planner	\$ 125.00
Technician III	\$ 125.00
Technician II	\$ 105.00
Technician I	\$ 85.00
Administrative	\$ 75.00
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%



# COUNCIL ITEM AGENDA REQUEST FORM

Department: Public Works

Meeting Date: 07/06/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

## Staff Report:

### Item Description:

### Background/History:

The Public Works Department budgeted for the purchase of diesel Generator Tower Lights for use at Town Events and in the field in case of night-work or emergency work.

### Findings/Current Activity:

The Tower Light sought is a Generac MLT6SKDS-STD4 which would serve the Town well for both Public Work functions and special events. Long-term this will allay rental costs for such lights which is our current method of utilization.

The low quote selection for the light was from Yancey Rents at \$12,756.00. The Public Works Department is requesting the purchase of two (2) tower lights in an amount not to exceed \$26,000.

Is this a budgeted item? Y If so, include budget line number: Equipment

### Actions/Options/Recommendations:

Staff recommends purchase approval of two Generac MLT6SKDS-STD4 tower lights for an amount not to exceed \$26,000.



**Bid Tabulation**  
**29-Jun-23**  
**Generac MLT6SKDS-STD4 Tower Lights**

Company	Electric Generator Direct (Online)	Perkins Generator Sales & Service	Yancey Rents
	<i>Romeoville, IL</i>	<i>Sharpsburg, GA</i>	<i>McDonough, GA</i>
<b>Quote Price</b>	<b>\$14,999.00</b>	<b>\$17,217.98</b>	<b>\$12,756.00</b>

Bids Received by: Phillip Trocquet

Bids Reviewed by:

Page 1 of 1





# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Public Works

**Meeting Date:** 07/06/2023

**Staff Contact:** Phillip Trocquet

**Agenda Section:** New Business

## Staff Report:

### Item Description:

### Background/History:

The fountain at Shamrock Park Pond has been non-functional for several months. Staff pursued quotes regarding replacement vs. repair from Aquatic Environmental Services "Aqua Doc."

### Findings/Current Activity:

It was determined that a replacement of the fountain was preferable to a repair given the temperamentality of the systems as well as the 5 year warranty that comes with a new system.

**Is this a budgeted item?** Y **If so, include budget line number:** Equipment

### Actions/Options/Recommendations:

Staff recommends purchase approval of the 2023 AquaMaster Masters Series Fountain system for an amount not to exceed \$8,383.41.

Quotation For:  
Shamrock Park  
Mitch Bowman  
951 Senoia Rd  
Tyrone GA 30290

Date: 3/1/2023



QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<b>2023 AquaMaster Masters Series Fountain System</b>		
1	2Hp, 240V, 1 Phase, and UL Listed. Includes -LED Light Ready Programmable Control Panel with Digital Timer, Surge Protection, GFCI Protection, Disconnect with 50' 10/4 Power Cable.	\$ 6,808.15	\$ 6,808.15
1	Crystal Geyser Spray Pattern	\$ 265.26	\$ 265.26
150	Additional Feet 10/4 Motor Cable (200' Total)	\$ 4.60	\$ 690.00
<b>Assembly and Installation*:</b> Installation of control panel with 240V 1Ph power feed available at designated location. Includes up to 20' of trenching with rough backfill upon completion (does not include finish grade and/or grass seeding).			
<b>Includes AquaMaster 5 Year Fountain, 3 Year Control Panel Limited Parts and Labor Manufacturer's Warranty.</b>			
<p>AQUA DOC is authorized to complete this contract as specified. Payment will be made as outlined above. NOTE: This quote may be withdrawn by AQUA DOC if not approved within 30 days. All materials remain the property of AQUA DOC until final payment is received. This contract does not include unforeseen difficulties and/or adverse weather conditions. All projects will be completed as rapidly as possible, however, should excessive moisture, high winds or any other unsuitable factor exist work will be halted until conditions improve. Any electrical work and/or trenching not specifically stated in this contract but deemed necessary for unit installation, will be charged to customer and billed with the final installment or separately. NOTE: CANCELLATION OF THIS CONTRACT ONCE FOUNTAIN OR AERATION SYSTEM HAS BEEN ORDERED WILL RESULT IN A 20% RESTOCKING FEE, AS WELL AS ANY CREW LABOR, AND/OR SHIPPING CHARGES INCURRED BY AQUA DOC.</p>			\$ 7,763.41
			TAX EXEMPT
			\$ 620.00
			No Charge
			\$ 8,383.41

DOWNPAYMENT REQUIRED WITH ORDER	Deposit	\$ 4,191.70
BALANCE DUE UPON COMPLETION	Balance	\$ 4,191.71
The above prices, specifications and conditions are satisfactory and hereby accepted: Credit Card payments \$3000.00 and above will be assessed a 3% processing fee		

Customer: \_\_\_\_\_ AQUA DOC: \_\_\_\_\_