



TOWN COUNCIL MEETING October 15, 2026 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Billy Campbell, Mayor Pro Tem, Post 3

Jessica Whelan, Post 1

Dia Hunter, Post 2

Maureen Wheeler, Post 4

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 October 1, 2026, minutes.
2. Consideration to approve a request to waive rental fees for Clearwater Academy's use of the Roger Spencer Center on January 9, 2027 for their Winter Dance.
3. Approval to purchase one fully equipped 2026 Ford Police Interceptor from Wade Ford under State Contract and upfitting by 144th Marketing Group at a cost not to exceed \$59,715.00.
4. Consideration to authorize Integrated Science & Engineering (ISE) to conduct a preliminary engineering study to evaluate a potential future sewer connection to Peachtree City with an increased scope and at a cost not to exceed \$11,000.00.
5. Consideration to approve the purchase of a SnowEx deicing brine tank in an amount not to exceed \$8,459.42 from Dultmeier Sales.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

6. A Public Hearing for the proposed 2026 Millage Rate to Remain at 2.889 - **Brandon Perkins, Town Manager**
7. Consideration of a rezoning request from applicant Hobgood Family LP of an approximately 9.3-acre property with parcel number 0727068 at property address 983 Tyrone Road from O-I (Office Institutional) to R-18. **Phillip Trocquet, Assistant Town Manager**

IX. OLD BUSINESS

X. NEW BUSINESS

8. Consideration to approve a new agreement with American Tower for the lease of Town property located at 145 Commerce Drive. - **Brandon Perkins, Town Manager**
9. Consideration to Award the 2026 Surveying Services for Downtown Sewer, project number PW-2026-13, to Land Engineering for an amount not to exceed \$27,500. **Scott Langford, Public Works Director & Town Engineer**
10. Consideration to approve Change Order 1 for time only, 126 calendar days, on the Roundabout - project number PW-2021-14-04. **Scott Langford, Public Works Director & Town Engineer**
11. Consideration to approve Amendment 3 to Task Order 4: Arrowood/Palmetto/Spencer Roundabout (Proj. PW-2021-13-04) of the 2021 Transportation Engineering Services project contract to POND, Inc. **Phillip Trocquet, Assistant Town Manager**
12. Consideration to approve a contract amendment with SAFEbuilt Georgia, LLC to provide sewer field inspection and plan review services as needed. **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
October 01, 2026 at 7:00 PM**

Eric Dial, Mayor
Billy Campbell, Mayor Pro Tem, Post 3

Jessica Whelan, Post 1
Dia Hunter, Post 2
Maureen Wheeler, Post 4

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

Also present:

David Moretz, Public Works, Maintenance Tech II
Katie Swann, Engineering and Public Works Specialist
Krista McClenny, Recreation Manager
Sandy Beach, Finance Manager

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.*

Manfred Klarl, who lives on Mann Road, shared that while data centers may be needed, the proposed site was not suitable in a residential area with people nearby. He urged Council to consider if they would want to live next to such a facility and to use their position to represent the interests of the residents.

Carrie Klarl, who lives on Mann Road, asked Council to create a data center-specific ordinance, citing examples from other jurisdictions like Troup County. She raised concerns about unaddressed low-frequency noise and the potential for loud diesel generators. She questioned a discrepancy in water usage figures for Project Rita, noting the town website states 4,000 gallons per day while the Fayette County Water system estimated 22,500 gallons per day. She urged the Council to ban evaporative cooling and proactively dictate what is allowed, rather than reacting to Microsoft's proposals. This would protect residents from noise, potential well contamination, and reduced property values.

Stephanie Pugh, who lives on Westbourne Drive, presented information on low-frequency noise from data centers, stating that it is different from typical industrial noise. It travels farther and is harder to mitigate. She noted that noise from a Microsoft data center in Wisconsin affects residents up to two miles away.

She warned that standard dBA/dBC (weighted decibels) noise metrics are insufficient for this type of hum. She recommended several ordinance additions: requiring third-octave band noise measurements, independent pre-and post-construction acoustical assessments, continuous or seasonal monitoring, and a mandatory, complaint-triggered retesting mechanism funded by the developer.

Donna Wesley, who lives on Millbrook Village Drive, expressed concern about the data center's impact on water quality. She questioned whether the Town Council prioritizes residents or large corporations and asked what the Town would do to enforce safeguards against environmental harm. She suggested the Town inform residents about well water testing services available through the University of Georgia.

Bobbie Small Hutcherson, who lives on Bennington Pass, cited concerns for her family's health, including her daughter and young grandchildren who live in Rivercrest. She noted that data centers have been proven to have harmful effects and urged Council to remember the residents who elected them.

La'Shawn Dudley, who lives on Hedgewick Way, raised concerns about public trust and Mayor Dial's role as Executive Director of the private, non-profit organization, Fayette Forward. She described the organization as being led by corporate and the development authority interests, which develop plans privately and present them to public bodies where its leaders hold seats. She asked about Fayette Forward's funding, board, and whether Mayor Dial's role was paid. She requested: public disclosure of the mayor's role, compensation, and the organization's funding and board. She asked for a written opinion from the Town attorney on whether recusal is required. She asked for confirmation on whether any town funds or staff time have been used for Fayette Forward, and for a clear recusal policy for the future.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

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 September 17, 2026, minutes.
2. Approval of a Grant from the Redwine Family Foundation exclusively for Dorothea Redwine Park for \$2,000.

A motion was made to approve the consent agenda.

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

VII. PRESENTATIONS

3. David Moretz retirement recognition (October 10th, 13 years). - Brandon Perkins, Town Manager

Mr. Perkins recognized Mr. Moretz for 13 years of dedicated service in the Public Works department, from October 2013 to October 2026. Mr. Moretz began as a maintenance worker and more recently was responsible for the care of and upkeep of town facilities. Mr. Perkins read a formal recognition and presented Mr. Moretz with a certificate and a gift.

Mr. Moretz gave a heartfelt speech, thanking his “family” in the town for their support during difficult times. He recounted humorous and touching memories and expressed gratitude for colleagues who donated sick days to him.

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

4. Consideration to Award the 2026 Transportation Engineering Services, project PW-2024-04, to Atlas Technical Consultants, LLC. Scott Langford, Public Works Director & Town Engineer.

Mr. Langford explained that the previous transportation engineering services contract expired. The current requested services include traffic studies, geotechnical work, road design, asphalt resurfacing management, preventative maintenance planning, and design work for larger projects like the LCI downtown revitalization. He added that the firm has significant in-house resources and that funding would come from multiple sources, including the General Fund and SPLOST.

A motion was made to award the 2026 Transportation Engineering Services project PW-2024-04 to Atlas Technical Consultants, LLC.

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

5. Consideration to award project, 2026 Pump Station #3 Generator Radiator Replacement to Taylor Sudden Service, Incorporated for a price not to exceed \$7,147.51. Scott Langford, PW Director & Town Engineer

Engineering Specialist Katie Swann presented for Mr. Langford. She stated that services were requested to replace a leaking radiator on a 20-year-old generator at Pump Station #3, in the Rivercrest subdivision. While an RFP to replace the entire generator is in progress, this repair is needed immediately to ensure resident safety. The low bid was received on September 22nd. Council Member Hunter inquired about the emergency procurement process. Mr. Perkins stated that it was not brought to him as an emergency; however, a process exists for him to approve such expenditures. Ms. Swann confirmed they had been monitoring and refilling the radiator fluid. Council Member Campbell asked if generators could be interchanged between pump stations. Ms. Swann shared that they are generally not interchangeable. Mr. Langford noted there are emergency bypass options if a generator fails catastrophically. The replacement part is expected to take up to six weeks to arrive.

A motion was made to award the 2026 Pump Station #3 Generator Radiator Replacement project to Taylor Sudden Services, Inc. not to exceed \$7,147.51.

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

6. Consideration of a Memorandum of Understanding (MOU) between the Town of Tyrone and the Southern Conservation Trust for the Handley Park Nature Area. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet explained that the Town has 45 acres at Handley Park, acquired over time through development conservation ordinances. The Town has budgeted an initial \$20,000 from SPLOST recreation funds to partner with the Southern Conservation Trust (SCT) to develop a plan for a passive nature area with soft-surface trails. The goal is to create a publicly accessible nature area, which the Town currently lacks. The initial funds could also be used as a match for future state grants. The MOU has a three-year term and does not create a binding financial or contractual obligation; any such commitments would require a separate agreement. Southern Conservation Trust President and CEO, Mr. Chris Doane, gave an overview of their organization and described the vision for Handley Park as a “walk in the woods” experience with sustainably built, soft-surface trails for passive recreation. Council asked about community outreach and the trail’s proximity to the pond on the property. Mr. Trocquet stated that staff would rely on SCT guidance regarding the dam and pond. Council Member Whelan inquired about community outreach. Mr. Doane shared that their organization assists with outreach such as outdoor classrooms to introduce the area, as they did The Ridge and Line Creek nature preserves.

A motion was made to approve an MOU between the Town of Tyrone and the Southern Conservation Trust for the Handley Park Nature Area.

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

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.*

Matt Griffin announced a free “Action Wrestling” event on October 2, 2026, at Wings and Things as part of Founder’s Day weekend. He noted that the #1-ranked pro wrestler in the world appeared at a past Tyrone event in 2018. He also announced 75-cent wings at the event and promoted a burger named after him at Tyrone’s Kitchen.

La’Shawn Dudley expressed increased concern and frustration over the lack of answers from the Council regarding the potential data center. She asked for updates on the status of the subject matter expert meetings, the comprehensive plan engagement process and whether data centers are being discussed, the status of discussions around protective ordinances; and the public benefit or what the Town stands to gain from the data center.

Rebecca Brooks, who lives on Pendleton Trail, stated that the data center felt like her second unpaid job. She requested the Council meetings be live and interactive. She also asked for a stronger noise ordinance, suggesting a higher penalty tier for large corporations, as opposed to the standard \$1,000/day fine.

Sharon Douglas, who lives on Delamere Place, asked when residents can expect status updates on potential ordinances to safeguard the community against the data center.

XII. STAFF COMMENTS

Ms. Baker reminded everyone that advance voting for the November 3rd General Election, which includes Senate, House, and Governor, would begin on Tuesday, October 13th, and run through October 30th at the Recreation Community Room located at 881 Senoia Road. The times are 9:00 am to 7:00 pm, Monday through Saturday, and 12:00 pm to 4:00 pm on Sunday, October 25th.

Mr. Perkins and Mr. Trocquet shared updates on several topics in response to public comments. He clarified that only one subject-matter expert meeting was originally planned, with approximately six individuals invited and two attending; the discussion was productive, and staff continues to consider the input received. Staff is also working on several ordinance-related matters requested by Council and the public, including lighting, noise, sewer-use limitations, cooling-system requirements, environmental protections, data center-specific standards for noise and generators, decommissioning requirements, and the legal considerations of applying new regulations to an already approved development.

Staff emphasized that ordinance development takes time and that Council meetings are not intended to serve as question-and-answer sessions; staff works on Council-directed items and brings proposed changes back for public discussion and approval. Staff has also held productive meetings with citizens and will continue those discussions and provide updates. During a recent visit to Microsoft's Palmetto Data Center, Town officials discussed the proposed Tyrone project, cooling and water use, construction, generator testing and noise, landscaping and aesthetics, environmental protections, and long-term facility use. Microsoft stated that the Tyrone project remains approximately 10% through the design process and continues to consist of two proposed data center buildings using closed-loop cooling rather than evaporative cooling. The visit provided an opportunity for direct discussion of issues important to Tyrone, and staff will continue reviewing the project as plans develop for consistency with the 2024 zoning approval, Town ordinances, and other applicable requirements. Staff also clarified that, under state law, the maximum fine a city or town may impose for an individual ordinance violation is \$1,000.

Mr. Trocquet shared that while staff was creating ordinances, the ordinances also relied on state law regulations. He explained closed-loop cooling fluid handling and clarified the difference between water usage and sewer capacity and agreed to provide more precise information. He also provided the comprehensive plan process and the survey timeline.

Mr. Perkins shared that online meetings began during COVID as a courtesy but are not required. The meetings are not interactive. Mayor Dial asked about decommissioning. Mr. Trocquet shared that staff is looking into the possibility of that being a part of a development agreement.

Mr. Perkins announced that Founders Day was this weekend and would begin tomorrow night with a Car Show at Shamrock Park from 5:00 pm to 8:00 pm. Saturday's festivities would begin with a parade at noon, followed by three live bands, food trucks, vendors and fireworks at 8:00 pm.

Mr. Perkins announced that the Millage public hearings and adoption would begin during the October 15th Council meeting at 7:00 pm, followed by the second public hearing on Monday, October 19th at 6:00 pm, and the final public hearing and adoption would be held on Tuesday, October 20th at 9:30 am.

XIII. COUNCIL COMMENTS

Mayor Dial thanked Police Chief Randy Mundy and his team for their good work this week, it was a busy week for them. He briefed everyone on a trip to Cary, North Carolina. Cary had a beautiful downtown area which included parks, sports fields, and an aquatic center. The goal was to bring back ideas for our downtown area. Mayor Dial then addressed questions regarding his profession. He did not vote on the annexation and rezoning for Microsoft. Fayette Forward was not created at that time. He has worked as a nonprofit consultant for 30 years. He was asked by a group of leaders to visit Bentonville, Arkansas, where they have 400 miles of paths, which Fayette Forward was now working on to connect Tyrone, Peachtree City, and Fayetteville. He added that if there are any projects or funding for Tyrone from the FCDA, he would recuse himself. There is nothing wrong with me having a job.

Council Member Hunter congratulated the Flat Rock Middle School football team. They won the State Championship and added that Sandy Creek was also undefeated. He invited everyone to attend the games.

Council Member Whelan shared her experience with Cary, North Carolina, and added that it was the headquarters of Fortnite. Regarding the discrepancy between the numbers of water usage for Microsoft. Mr. Trocquet explained that when the Town mentions capacity, we are talking about sewer, not water. He reiterated that he would work on getting clearer numbers.

XIV. EXECUTIVE SESSION

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

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

A motion was made to reconvene.

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

XV. ADJOURNMENT

A motion was made to adjourn.

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

The meeting adjourned at 9:19 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 15, 2026

Agenda Item Type: Consent Agenda

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration to approve a request to waive rental fees for Clearwater Academy's use of the Roger Spencer Center on January 9, 2027 for their Winter Dance.

BACKGROUND:

Clearwater Academy wishes to use the Roger Spencer Community Center again this year to host their Winter Dance for students. The usual fee for use of the facility is \$100.00 per hour and they have requested Council's consideration to waive that fee for this event.

FUNDING:

None.

STAFF RECOMMENDATION:

Staff recommends approval of this request.

ATTACHMENTS:

Written request from Clearwater Academy.

PREVIOUS DISCUSSIONS:

None.

Mr. Perkins:

Section VI, Item 2.

Clear Water Academy is having their annual "Winter Dance" on January 9, 2027 and we are utilizing the Tyrone Recreation Building to hold this event.

CWA has paid the deposit as requested by the Recreation Department Staff. When doing so, we were told that the school would be charged one hundred dollars (\$100.00) per hour for the use of this facility. The event will be approximately three hours.

We held this event there last year and the school was not charged anything for the use of the building. This is a very special event for some very special students, alumni and their families.

I would like to ask, if the Tyrone Town Council would consider waiving the fees for this event and if so, what do we need to do in order to make this happen?

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Lake". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Head of School

**COUNCIL AGENDA ITEM COVER SHEET****Meeting Type:** Council - Regular**Meeting Date:** October 15, 2026**Agenda Item Type:** Consent Agenda**Staff Contact:** Chief Randy Mundy

STAFF REPORT**AGENDA ITEM:**

Consideration to purchase one fully equipped 2026 Ford Police Interceptor from Wade Ford under State Contract for \$49,800.00. Equipping and Outfitting to be completed by 144th Marketing Group for 9,915.00. Total cost: \$59,715.00. The funds for the purchase of this vehicle are coming from insurance money received in fiscal year 2024/2025 for the total loss of vehicle # 1701 and #2302 who were both involved in not at fault accidents. The total amount received from the insurance companies exceed the total for the requested purchase.

BACKGROUND:

A 2023 F-150 and a 2017 Ford Taurus police vehicle were involved in not at fault accidents. Therefore, funds were received from insurance for the value of the loss.

FUNDING:

100-30-54-2200

STAFF RECOMMENDATION:

Approve to utilize the insurance funds to purchase and equip the 2026 Ford Police Inceptor

ATTACHMENTS:

Wade Ford and 144th Marketing

PREVIOUS DISCUSSIONS:

No previous discussion as these were unanticipated events.



PRICING PROPOSAL

DATE Monday, October 5, 2026

GA Statewide Contract 99999-001-SPD0000183-0006 ; 99999-001-SPD0000218-0001

Account Manager: RON MORGAN 404-637-3924

CUSTOMER TOWN OF TYRONE

CONTACT CAPTAIN ERIC

PHONE

EMAIL

ADDRESS

VEHICLE		TRADE	
Vehicle	2026 POLICE INTERCEPTOR		
Color	AGATE BLACK		
Stock #	IN STOCK		
	3.0 ECOBOOST	VIN	Miles
PRICING		Actual Value	
PRICE	\$53,675.00	Tires	-
STOCK FEE	\$500.00	Mileage Adjustment	-
Delivery Fee	\$0.00	Mechanical repairs	-
KEYS/ FOBs	\$0.00	Brakes	-
Vehicle Selling Price	\$54,175.00	Scratches / Paint	-
TOTAL UPFIT	\$0.00	Body Damage / Dents	-
Discount / GPC	- (\$4,375.00)	Extra Allowance	+
Difference	\$49,800.00	Allowance:	\$0.00
		FLEET TAIL	
Taxes 7%	+ \$0.00	Name	
Trade Payoff	+ \$0.00	Address	
PREM EXTENDED 5YR / 100	+ \$0.00	Phone	
Service PLAN 7 / 100	+ \$0.00	Email	
Shipping Fee	+ \$0.00		
Balance Due (estimate)	\$49,800.00		
Total Quantity (2 UNITS)	1		
Order Total	\$49,800.00		
NOTES			
<i>This sales order does not guarantee availability</i> <i>A purchase order is required to guarantee availability.</i>			

X

Ron Morgan

Buyer

Date

Account Manager

Date 10/5/2026

144th Marketing Group, LLC
 611 Highway 74S, Suite 3000
 Peachtree City, GA 30269
 (770) 631-2937
 www.144thfleet.com

Estimate



ADDRESS
Eric Deloose Tyrone Police Department 950 Senoia Road Tyrone, GA 30290

SHIP TO
Eric Deloose 950 Senoia Road Tyrone, GA 30290

ESTIMATE #	DATE
108310	04/10/2026

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	2021+ Patrol F150 - Equipment needed to rebuild wrecked vehicle.			
21TR52MC	21TR 52" Multicolor Lightbar w/flood feature	1	1,575.00	1,575.00
C3100U	CODE 3/C3100 Speak with Universal Brackets	1	180.00	180.00
950	Universal Flashers - headlight flasher	1	65.00	65.00
MR6-B	SURFACE MOUNT or FLUSH MOUNT (Grommet* sold separately), Blue LEDs - bumper intersection side	2	105.00	210.00
MICROPAK-DC-BW	Directional, 6-Pack LED Hide-a-Blast, 12-12V, 29FPs, multi color, blue/white	4	75.00	300.00
CD3766BW	Chase lights for the channel / additional flood	4	105.00	420.00
36-52065	Push Bumper Elite XD 2016 F-150	1	520.00	520.00
36-6015C2CH	Westlin light channel for 2 Chase lights	1	45.00	45.00
Tint Premium - 4dr Truck	Tint Premium - 4 door truck including front windshield strip 5%, 32% all the way.	1	245.00	245.00
425-6508	IPBCC Console (14" FP)	1	515.00	515.00
425-6729	4" Dual ABS Cupholder	1	45.00	45.00
425-6652	Assembly, 3 12V Outlets in 3" Faceplate (Plastic Cap)	1	45.00	45.00
425-6411	Armrest - Adjustable (4.125" x 9" x 11")	1	100.00	100.00
475-0063	Space Creator - High Security/High Visibility Window + HSEP	1	920.00	920.00
475-2010	GR9-ZRT-AR-BLM-870 - Vertical Mount to Flat/Recessed Housing	1	470.00	470.00
Misc	Extang 2.0 bed cover	1	850.00	850.00
Graphics	Graphics	1	595.00	595.00
Misc	running boards	1	650.00	650.00
Labor	Installation equipment and customer supplied radio.	1	1,840.00	1,840.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Shipping	Shipping	1	325.00	325.00
SUBTOTAL				9,915.00
TAX				0.00
TOTAL				\$9,915.00

Accepted By

Accepted Date



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 15, 2026

Agenda Item Type: Consent Agenda

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration to authorize Integrated Science & Engineering (ISE) to conduct a preliminary engineering study to evaluate a potential future sewer connection to Peachtree City with an increased scope and at a cost not to exceed \$11,000.00.

BACKGROUND:

Council approved a previous proposal from ISE on September 17, 2026 at a cost not to exceed \$9500.00. Since that time, ISE has requested an increased scope to include providing an operating cost estimate. This would add \$1,500.00 to the original proposal of \$9,500.00, resulting in a new total of \$11,000.00.

FUNDING:

Sewer Enterprise Fund

STAFF RECOMMENDATION:

Staff recommends approval of this study.

ATTACHMENTS:

ISE Work Authorization for a Peachtree City Sewer Connection Evaluation

PREVIOUS DISCUSSIONS:

September 17, 2026.

WORK AUTHORIZATION

36 South Court Square, Suite 100, Newnan, GA 30263
(p) 678.552.2106 (f) 678.552.2107

To: Eric Dial
Company: Town of Tyrone
Address: 950 Senoia Road
Tyrone, GA 30290

Date: September 23, 2026
From: Davis Ozier, PE
Copy to: Dan Davis, PE
Scott Thompson, PE

Project: Peachtree City Sewer Connection Evaluation

Background Information:

The town of Tyrone is seeking a new location to send sewerage flows. Sewer is currently sent to Fulton County; however, additional capacity is being sought to improve resiliency. A preliminary evaluation has proposed three potential options:

- 1) Sending sewer flows to Peachtree City to connect near Dogwood Church or North Peachtree Parkway.
- 2) Sending sewer flows to Peachtree City to connect near Wilksmoor Village.
- 3) Permit and construct a new wastewater treatment plant to serve the Town of Tyrone.

At this time, Tyrone has elected to further investigate the feasibility of option 2. Integrated Science and Engineering (ISE) has prepared this Work Authorization to outline the scope, schedule, and fee for completing this evaluation.

Scope of Work:

Task 1 – Sewer Evaluation

Because connection to the closest sewer in Kedron Village would send sewer flows through 5 pump stations, each requiring evaluation and potential modifications, option 2 of sending towards Wilksmoor Village, which only passes through 3 larger regional pump stations was initially seen as the more viable solution. In order to evaluate the total cost for implementing this sewer connection, ISE will investigate the available capacity of the proposed receiving sewer system in Wilksmoor Village along MacDuff Parkway and Kedron Drive. The evaluation will identify any infrastructure improvements required to accommodate the flows from Tyrone, including upsizing pipes or modifying pump stations. ISE will develop budgetary cost estimates for these infrastructure modifications. Additionally, ISE will provide an estimated operating cost using current Peachtree City Water and Sewerage Authority sewer rates. This total cost will be a useful tool in the decision making process for Tyrone and other stakeholders.

The deliverable will be a brief memorandum outlining the methodology of the evaluation and the results, including necessary infrastructure needs and budgetary cost estimates.

Schedule:

Task 1 – Sewer Evaluation: To begin immediately upon execution of this Work Authorization and be complete within 4 weeks.

Fee Estimate:

Task No.	Task Name	Contract Amount	Billing Type
1	Sewer Evaluation	\$11,000	Lump Sum
	TOTAL	\$11,000	

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, the return of this document with your signature below (Proposal Acceptance) acknowledging the Scope of Work, Fee Estimate, and Terms and Conditions will constitute our Agreement to perform these services and will be considered our Notice to Proceed.

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.

WORK AUTHORIZATION

UNIT RATES – 2026 BILLING RATES Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$265
Principal	\$250
Sr. Project Manager	\$200
Project Manager	\$180
Project Engineer III	\$175
Project Engineer II	\$165
Project Engineer I	\$140
Engineer II	\$135
Engineer I	\$115
Sr. Environmental Scientist	\$155
Environmental Scientist	\$120
Sr. Professional Land Surveyor	\$175
Staff Surveyor	\$135
Survey Crew (1-person)	\$150
Survey Crew (2-person)	\$175
Planner	\$140
Technician III	\$130
Technician II	\$115
Technician I	\$95
Administrative	\$85
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%

WORK AUTHORIZATION

PROPOSAL ACCEPTANCE

Project Name _____
 Project Location _____
 Proposal Date _____

FOR PAYMENT OF CHARGES

Charge Invoice to the Account of:

Firm _____
 Address _____
 City, State Zip Code _____
 Phone Number _____
 Attention _____ Title _____

FOR APPROVAL OF CHARGES (if other than above)

If the Invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.

Firm _____
 Address _____
 City, State Zip Code _____
 Phone Number _____
 Attention _____ Title _____

PROPERTY OWNER IDENTIFICATION (if other than above)

Name _____
 Address _____
 City, State Zip Code _____
 Phone Number _____
 Attention _____ Title _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the Terms on this page and the Proposal contents are:

Accepted this _____ day of _____, 20____

Print or type individual, firm or corporate name

X _____
Signature of authorized representative

Print or type name of authorized representative and title



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 15, 2026

Agenda Item Type: New Business

Staff Contact: Phillip Trocquet

STAFF REPORT

AGENDA ITEM:

Consideration to approve purchase of a SnowEx deicing brine tank in an amount not to exceed \$8,459.42 from Dultmeier Sales

BACKGROUND:

Public Works placed a few equipment items in the FY26 budget including a brine tank and road de-icer for better treatment of roadways for ice and freezing conditions. Staff received three quotes for an adequate de-icer that will fit on town trucks.

FUNDING:

2023 SPLOST

STAFF RECOMMENDATION:

Staff recommends approval to purchase the SnowEx De-Icing Brine Tank and Spreader for an amount not to exceed \$8,459.42 from Dultmeier Sales

ATTACHMENTS:

Resolution

PREVIOUS DISCUSSIONS:

2026 Council Retreat



Bid Tabulation
8-Oct-26
Brine De-Icing Tank

Company	Grainger	Greeson-Clark	Dultmeier	
Quote Price	\$8,356	\$10,898	\$7,906.00	

QUOTATION



Dultmeier Sales, LLC
P.O. Box 45565
Omaha, NE 68145-0565 USA
Phone: (800) 228-9666 or (402) 333-1444
Fax: (402) 333-5546
E-mail: dultmeier@dultmeier.com

QUOTE Section VI, Item 5.

Order Number	
2432715	
Order Date	Page
10/07/2026 08:56:37	1 of 1

Quote Expires On: 11/06/2026

Bill To:

Town of Tyrone
950 Senoia Road
Tyrone, GA 30290
USA

770-881-8238

Ship To:

Town of Tyrone
950 Senoia Road
Tyrone, GA 30290
USA

Ordered By: Mitch Bowman

Customer ID: 430949

Prices may be subject to change, regardless of Quote Expiration dates. We will do our best to hold pricing as long as possible.

PO Number					Ship VIA		Quoted By		
					LTL Truck Shipment		RLEWIS		
Quantities					Item ID		Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description		Unit Size		
1	0	1	EA		TZVSS3000		EA	6,781.0000	6,781.00
			1.0		Liquid Deice Skid Unit, 300gal		1.0		
					Liquid Deice Skid Unit, 300 Gallon				

Total Lines: 1

SUB-TOTAL: 6,781.00
TAX: 553.42
FREIGHT: 1,125.00
AMOUNT DUE: 8,459.42
U.S. Dollars

Sales tax and freight, whether shown or not, will be charged based on point of delivery. Liftgate, notifications and residential billing will be charged based on carriers billing.



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 15, 2026

Agenda Item Type: Public Hearing

Staff Contact: Brandon Perkins

STAFF REPORT

AGENDA ITEM:

First Public Hearing for the 2026 Millage Rate Proposal to Remain at 2.889

BACKGROUND:

Each year a millage rate must be set to calculate the Town of Tyrone's share of property taxes which are used for General Fund expenditures that year. This public hearing is to review the proposed 2026 millage rate.

FUNDING:

The proposed 2.889 millage rate is estimated to provide revenue for approximately 16% of the budgeted General Fund expenses for the 2026/2027 fiscal year. If the millage rate stays the same, it should result in approximately \$45,234 more than last year which is a 2.21% increase.

STAFF RECOMMENDATION:

Staff recommends keeping the millage rate at 2.889, which would be the 19th year at this rate. The vote to adopt the millage rate will take place at a special called Council meeting at 9:30 am on October 20th, following the final public hearing.

ATTACHMENTS:

Property Tax Press Release

Notice of Property Tax Increase Advertisement

Current 2026 Property Tax Digest and 5 Year History of Levy

Twenty Year History of the Town of Tyrone's Millage Rate and Related Tax Information

PREVIOUS DISCUSSIONS:

None

FOR IMMEDIATE RELEASE

September 23, 2026

Town of Tyrone Proposes Increase in Property Taxes

The Mayor and Town Council of the Town of Tyrone, Georgia have announced today their intention to increase the collection of property taxes in 2026. This increase as compared to prior-year revenues is due to the need for a millage rate above the state-defined roll-back millage rate as calculated after the tax digest is prepared by the Fayette County Tax Assessors Office.

During budget preparation, the Town of Tyrone committed to maintaining its Maintenance & Operations (M&O) millage at a rate of 2.889 mills. As was the case last year, the assessed value of the new construction and existing real and personal properties within the town limits have increased, and a roll-back millage was calculated at 2.806 mills.

Georgia Law requires that a government rollback their millage rate to a number of mills that will produce the same number of dollars in property tax revenue from the prior year. The Town's millage has been at this rate for nineteen years, despite vast fluctuations in economic factors. The proposed increase in property tax revenue, year over year, amounts to \$45,234 or 2.21%. The total number of dollars anticipated to be collected in property tax for 2026 is \$2,096,035.

Before the Town Council can set a final millage rate at a special called council meeting on October 20, 2026 at 9:30 am, the Department of Revenue requires that three public hearings be held to allow for the citizens to express their opinion on the potential increase. All concerned citizens are invited to the public hearings, which will be held at the Tyrone Municipal Complex, 950 Senoia Road, on the following dates and times.

Public Hearings for Town of Tyrone Property Tax Increase:

Thursday, October 15, 2026 at 7:00 PM Council Meeting
Monday, October 19, 2026 at 6:00 PM Special Called Meeting
Tuesday, October 20, 2026 at 9:30 AM Special Called Meeting

Final Adoption for Town of Tyrone Property Tax:

Tuesday, October 20, 2026 at 9:30 AM Special Called Meeting

#

NOTICE OF PROPERTY TAX INCREASE

The Mayor and Council for the Town of Tyrone, Georgia have tentatively adopted a millage rate which will require an increase in property taxes by 2.21% percent in 2026.

All concerned citizens are invited to the public hearing on this tax increase to be held at the Tyrone Municipal Complex, 950 Senoia Road, Tyrone, Georgia 30290 on October 15, 2026 at 7:00 pm.

The times and places of additional public hearings are at the Tyrone Municipal Complex, 950 Senoia Road, Tyrone, Georgia 30290 on October 19, 2026 at 6:00 pm, and October 20, 2026 at 9:30 am. Final adoption will be held at the special called Council meeting on October 20, 2026 at 9:30 am.

This tentative increase will result in a millage rate of 2.889 mills, an increase of .083 mills. Without this tentative tax increase, the millage rate will be no more than 2.806 mills. The proposed tax increase for a home with a fair market value of \$575,000 is approximately \$18.92 and the proposed tax increase for non-homestead property with a fair market value of \$525,000 is approximately \$17.43.

CURRENT 2026 PROPERTY TAX DIGEST AND 5-YEAR HISTORY OF LEVY

TOWN OF TYRONE	2021	2022	2023	2024	2025	2026
REAL & PERSONAL	521,129,376	601,796,842	662,874,823	714,767,510	760,681,785	797,895,677
MOTOR VEHICLE	4,202,760	3,851,020	3,646,170	3,236,200	2,998,310	2,181,770
MOBILE HOMES	48,793	48,673	48,673	133,440	175,424	175,424
TIMBER - 100%	0	0	0	0	0	0
HEAVY DUTY EQUIPMENT	25,165	19,709	5,542	94,430	69,974	44,936
GROSS DIGEST	525,406,094	605,716,244	666,575,208	718,231,580	763,925,493	800,297,807
LESS M&O EXEMPTIONS	16,309,132	15,238,612	20,519,144	21,721,873	54,059,929	74,775,040
NET M&O DIGEST	509,096,962	590,477,632	646,056,064	696,509,707	709,865,564	725,522,767
GROSS M&O MILLAGE	5.619	5.426	5.515	5.558	5.713	5.695
LESS ROLLBACKS	2.730	2.537	2.626	2.669	2.824	2.806
NET M&O MILLAGE	2.889	2.889	2.889	2.889	2.889	2.889
NET TAXES LEVIED	1,470,781	1,705,890	1,866,456	2,012,217	2,050,802	2,096,035
NET TAXES \$ INCREASE	93,444	235,109	160,566	145,761	38,585	45,234
NET TAXES % INCREASE	6.78%	15.99%	9.41%	7.81%	1.92%	2.21%

Twenty Year History

Town of Tyrone	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
REAL & PERSONAL	359,465,909	380,388,266	389,213,077	359,390,594	342,593,921	300,954,772	292,520,852	302,866,477	345,180,477	358,012,154	401,305,025	418,311,166	452,963,631	489,201,170	521,129,376	601,796,842	662,874,823	714,767,510	760,681,785	797,895,677
MOTOR VEHICLES	21,612,650	26,572,700	28,320,430	23,713,820	22,890,930	24,091,440	26,166,660	21,772,240	16,107,340	12,518,760	9,398,150	7,330,290	6,079,500	5,196,310	4,202,760	3,851,020	3,646,170	3,236,200	2,998,310	2,181,770
MOBILE HOMES	93,164	89,863	79,057	72,680	70,223	63,833	62,553	62,553	61,233	59,353	55,233	55,233	50,553	50,553	48,793	48,673	48,673	133,440	175,424	175,424
TIMBER - 100%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HEAVY DUTY EQUIPMENT	328,534	105,428	6,923	0	0	3,055	34,074	36,756	22,716	20,786	18,708	61,875	22,595	69,573	25,165	19,709	5,542	94,430	69,974	44,936
GROSS DIGEST	381,500,257	407,156,257	417,619,487	383,177,094	365,555,074	325,113,100	318,878,438	324,738,026	361,371,766	370,611,053	410,777,116	425,758,564	459,116,279	494,517,606	525,406,094	605,716,244	666,575,208	718,231,580	763,925,493	800,297,807
LESS M&O EXEMPTIONS	6,031,957	6,890,139	7,265,574	8,180,427	9,515,989	8,407,210	5,192,403	6,126,703	7,152,458	6,176,400	6,901,127	8,450,886	10,325,661	17,765,461	16,309,132	15,238,612	20,519,144	21,721,873	54,059,929	74,775,040
NET M&O DIGEST	375,468,300	400,266,118	410,353,913	374,996,667	356,039,085	316,705,890	313,686,035	318,611,323	354,219,308	364,434,653	403,875,989	417,307,678	448,790,618	476,752,145	509,096,962	590,477,632	646,056,064	696,509,707	709,865,564	725,522,767
GROSS M&O MILLAGE	5.704	5.092	4.883	6.02	5.93	5.529	5.5	5.525	5.915	5.704	5.532	5.739	5.647	5.700	5.619	5.426	5.515	5.558	5.713	5.695
LESS ROLLBACKS	2.804	2.203	1.994	3.131	3.041	2.64	2.611	2.636	3.026	2.815	2.643	2.85	2.758	2.811	2.730	2.537	2.626	2.669	2.824	2.806
NET M&O MILLAGE	2.900	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889
NET TAXES LEVIED	1,088,858	1,156,369	1,185,512	1,083,365	1,028,597	914,963	906,239	920,468	1,023,340	1,052,852	1,166,798	1,205,602	1,296,556	1,377,337	1,470,781	1,705,890	1,866,456	2,012,217	2,050,802	2,096,035
NET TAXES \$ INCREASE	125,953	67,511	29,143	(102,147)	(54,768)	(113,634)	(8,724)	14,229	102,872	29,512	113,946	38,804	90,954	80,781	93,444	235,109	160,566	145,761	38,585	45,234
NET TAXES % INCREASE	13.08%	6.20%	2.52%	-8.62%	-5.06%	-11.05%	-1.00%	1.80%	10.02%	2.88%	10.82%	3.33%	7.54%	6.23%	6.78%	15.99%	9.41%	7.81%	1.92%	2.21%

STAFF REPORT | REZONING

Parcel 0727-068 | 983 Tyrone Rd. Rezoning

 **Phillip Trocquet**
Asst. Town Manager

Published 10/9/2026 · 3 min read

Application #	Planning Commission Date	Town Council Date
RZ-2026-003	09/24/2026	10/15/2026

Application Details

Address	Owner	Parcel #
983 Tyrone Road	Hobgood Family LP	0727-068
Zoning	Proposed Zoning	Future Land Use
O-I (Office-Institutional)	R-18 (1-Acre Single- Family 1,800 s.f. min home size)	Estate Residential
Surrounding Zoning	Site Improvements	Acreage
North: R-18, South: AR, East: R-18 , West, O-I	None	9.375

Fayette County QPublic

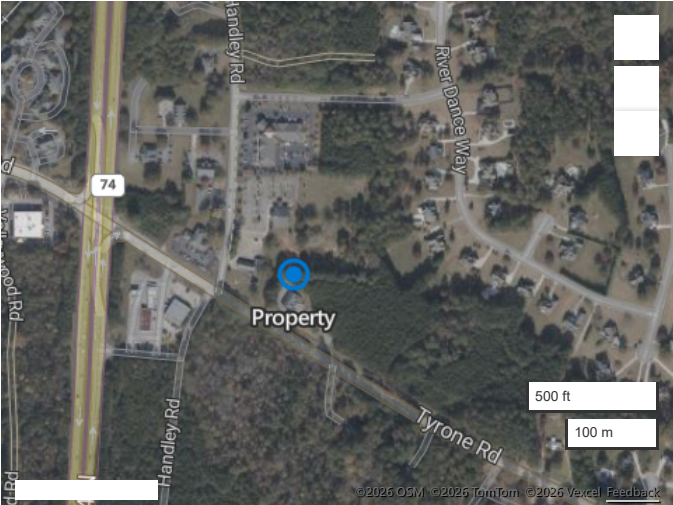
Select to go to the Fayette County Tax Parcel Map



Fayette County Tax Map

983 Tyrone Road

Property
983 Tyrone Road, Tyrone, GA 30290



Summary & History

The Hobgood Family has historically owned this piece of property with the existing zoning being Office-Institutional (O-I) for potential medical or professional office. The property is vacant. The property due west is zoned O-I, lies within the Commercial Corridor character area, and contains an existing office with a parking lot near the shared property line. The applicant has stated an intent to develop six single-family homes.

The Planning Commission held a public hearing on this request on September 24, 2026.

Comprehensive Plan & Future Development Map Compatibility

This property lies within the Estate Residential character area which encourages low-density single family homes on 1-acre lots.

A downzoning to R-18 is more compatible with this character area than O-I which is a commercial zoning classification.

Site and Architectural Documents (Scroll/Swipe to cycle. Click/Tap to Expand)

[See all](#)

0-5 Acres	\$500.00
5-10 Acres	\$1,000.00
10-20 Acres	\$1,500.00
20-100 Acres	\$2,000.00
Over 100 Acres	\$2,500.00

Application filing fees may be refunded ONLY when an application request is withdrawn in writing by the applicant. Placement of the legal advertisement for said public hearing request (at least 15 days before the scheduled Planning Commission hearing)

Quality Growth District Overlay

The Quality Growth Development District requirements are applicable of any structure or portion thereof within 870' feet off the right of way of SR 74. Every application for the construction of a new structure and alterations or additions to existing structures shall be accompanied by drawing prepared by the engineer, architect, or appropriate professional which clearly shows the following:

- Exterior elevations drawn to scale with color rendering.
- Proposed colors, materials, and textures for structures.
- Location of all exterior utility facilities including any roof units.
- Proposed sign and location including size, color, and material.
- Line of sight study from State Route 74

The Quality Growth and Development District requirements can be found in the Town of Tyrone Ordinance Under Section 7-2.

Original application_ Hobgood 9ac
Planning Commission Meeting Hub

Ordinance Compatibility & Impact Assessment

- **Will the zoning permit suitable uses with surrounding properties?** Yes. Office-Institutional development exists to the west, and residential uses adjoin the property to the north, south, and east. R-18 is a lower-intensity classification than O-I and is more compatible with the surrounding residential context, provided the required 75' buffer is rectified between the two uses.
- **Will zoning adversely affect adjacent properties?** Rezoning this property to R-18 triggers the 75' buffer required where commercial and residential properties adjoin. Because both properties are currently O-I, no buffer exists today and the western property is subject only to a setback. If the full buffer fell on the western O-I property, a portion of its existing parking lot would lie within the buffer. Parking is not permitted within a buffer, so the rezoning would place that property into a nonconforming condition through no action of its owner. Access drives are permitted within a buffer and are not affected. Placing a defined portion of the buffer, or all of it, on the subject property prevents this condition. With either condition below, the rezoning will not create a nonconforming condition on the adjacent property. Under staff's recommendation, the western property would still carry the remainder of the buffer, which limits future development along that line but does not affect any existing improvement.
- **Does the property have reasonable economic use as currently zoned?** As zoned, the property does have reasonable economic use, but it is an unusually shaped and positioned property for O-I in this area. The applicant stated at the hearing that the property has been marketed for over 30 years without office interest. R-18 allows this property to be utilized in a more flexible manner for residential purposes.
- **Would the proposed zoning overburden existing infrastructure?** No, the development intensity of R-18 is lower than O-I and would impact existing infrastructure less.

Staff Recommendation

Staff recommends approval of the rezoning with the following conditions to prevent an illegal or nonconforming condition on the adjoining property to the west:

1. The property shall establish an undisturbed or planted buffer along its western boundary, measured from the shared property line. This buffer depth should equal the distance by which the existing parking lot on the adjoining O-I parcel encroaches into the 75' buffer, as determined by survey.
2. A revised plat reflecting this buffer shall be prepared and recorded within 180 days of this decision.

Planning Commission Recommendation

The Planning Commission recommended approval of the rezoning with the condition that the full 75' buffer be established on the subject property along its western boundary. The Commission's stated rationale was that the property requesting the change should carry the full buffer, and that the existing O-I property should not lose developable area or be placed into a nonconforming condition by a change it did not initiate. Under this recommendation, the conditions are:

1. That the property establish an undisturbed or planted buffer 75' buffer along the western boundary line.
2. A revised plat reflecting this buffer shall be prepared and recorded.

^ Supporting Documents & Resources

Dynamic Town Zoning Map

Use this map to search the address and view the surrounding zoning. Each zoning layer can be selected or de-selected in order to filter views.



Town of Tyrone Zoning Map

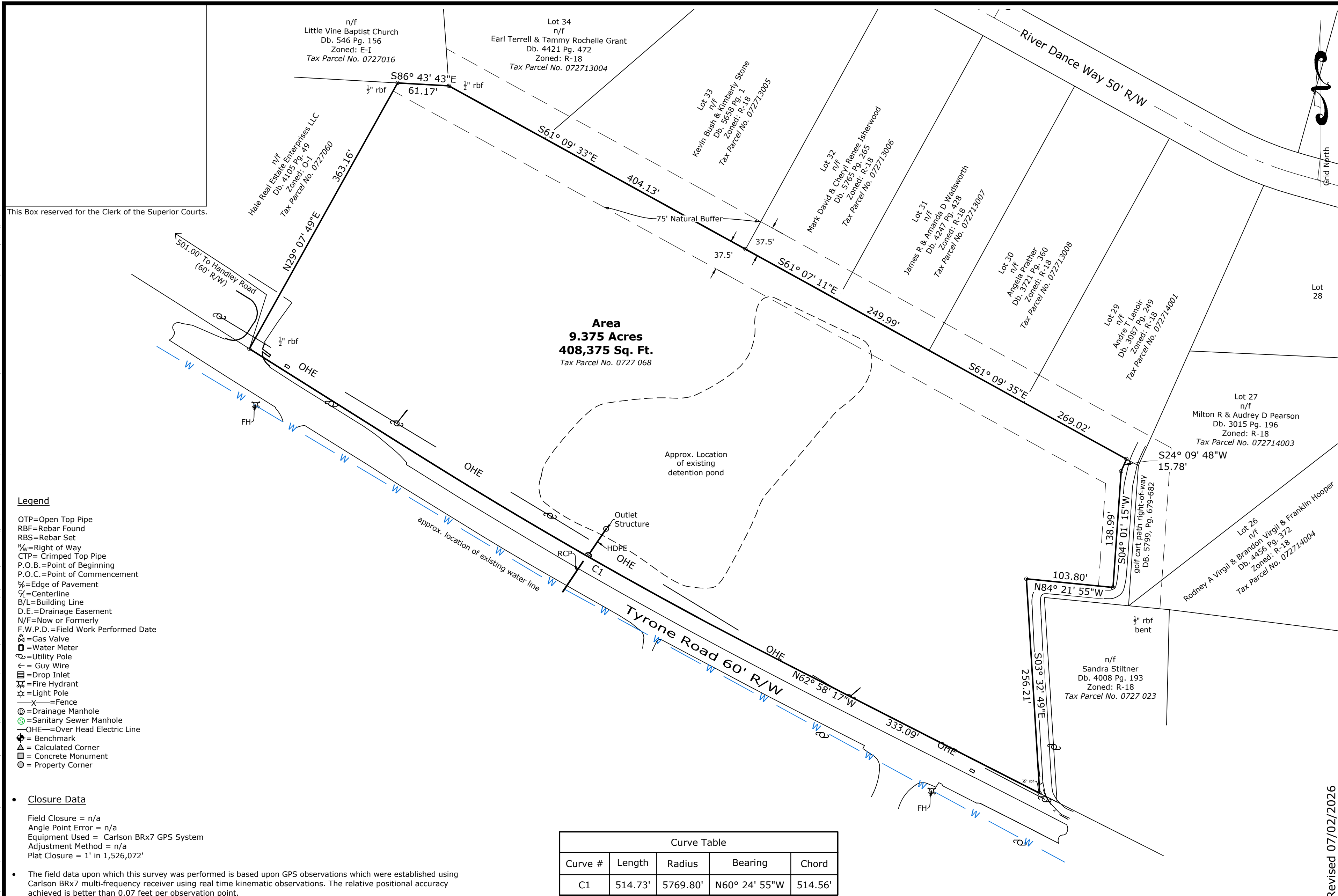
Document Downloads ▾

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≡ All Documents Gallery + Add view			≡ W X P PDF		⌵ Details
Name ▾	Modified ⓘ ▾	Modified By ▾			
2025 Planning Commission Meetings	April 4, 2025	Phillip Trocquet			
2026 Planning Commission Meetings	March 6	Phillip Trocquet			
Town Planning Documents	April 9, 2025	Phillip Trocquet			

[See full library](#)

01/02/2026 2:23pm P:\Residential Survey Jobs\25-013 - Tyrone Road (Parcel # 0727 068) - Fayette County Survey Drawings\1752.25-013 Tyrone Road Parcel # 0727 068 - Boundary Survey.dwg



Tyrone Road
Tyrone Road
Land Lot 118 of the 7th Land District
Fayette County, Georgia

Plat/Deed	Page:
Book	000-000
PB. 00	

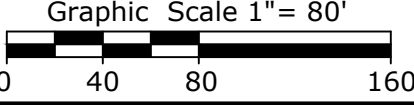
Hobgood Family LP

Job #:	1752.25-013
Drawn By:	RTG
Reviewed By:	RMB
Date:	02/19/2025
F.W.P.D.:	04/30/2024
Sheet:	1 of 1

Surveyor's Certificate:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67

BY: GA R.L.S. Ronald T. Godwin License NO. 2696 Date 02/18/25



Revised 07/02/2026

Prepared For:

The term "Certification" as used in Rule "180-6-.09(2) and (3)" and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2(6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA)15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 15, 2026

Agenda Item Type: New Business

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration to approve a new agreement with American Tower for the lease of Town property located at 145 Commerce Drive.

BACKGROUND:

See attached memo.

FUNDING:

None required.

STAFF RECOMMENDATION:

Staff recommends approval of this lease.

ATTACHMENTS:

1. Memo to Council
2. American Tower Lease Proposal

PREVIOUS DISCUSSIONS:

None

MEMORANDUM

TO: Mayor & Council
FROM: Brandon Perkins, Town Manager
DATE: October 7, 2026
RE: RFP TH-2026-01 – Communication Tower Ground Lease

Background

The Town entered into a lease agreement with Wauka Communications, Inc./ Grid Towers¹ for the placement of a telecommunications tower on approximately .118 acres of Town-owned land located at 145 Commerce Drive on November 5, 1998. The original lease term was ten (10) years with three (3) additional six (6) year renewable terms for a total possible lease of twenty-eight (28) years. All renewal terms have since been exercised resulting in a final lease end date of November 5, 2026.

The initial ground lease was \$600 per month, beginning in 1999, with rent increasing at each renewal by the greater of the Consumer Price Index or 15%. In addition to ground rent, the Town was entitled to 25% of net revenues collected from telecommunications users of the tower less certain permitted deductions.

As the final renewal period approached expiration in 2026, staff issued RFP TH-2026-01 – Communication Tower Ground Lease on June 22, 2026, with proposals due July 27, 2026. The RFP sought proposals for the continued operation of a communications tower on the site and established requirements related to compensation, insurance, and other protections for the Town.

American Tower Corporation (ATC), the current tower operator, submitted the only proposal.

Although only one proposal was submitted, the competitive process provided the Town with an opportunity to reevaluate the economics and terms of an agreement originally negotiated in 1998. Staff subsequently negotiated with ATC regarding the financial and operational terms of a replacement lease.

Those negotiations resulted in substantially improved financial terms compared with the Town's existing agreement.

¹ Wauka Communications, Inc./Grid Towers became American Tower Corporation shortly after this initial lease was approved in 1998 and all subsequent renewals have been with ATC.

Financial Terms

Under the existing agreement, the Town currently receives approximately:

- Ground Rent: \$781.96 per month
- Revenue Share: Approximately \$6,145.06 per month
- Total Current Monthly Revenue: Approximately \$6,927.02
- Total Current Annual Revenue: Approximately \$83,124.24

The proposed new agreement provides:

- Base Ground Rent: \$5,820 per month
- Annual Base Rent Escalation: 3%
- Collocation Revenue Share: 18%, currently estimated at approximately \$4,418.58 per month
- Initial Lease Term: 10 years

Based upon current collocation revenues, **the new agreement is expected to generate approximately \$122,862.96 during the first year**, an increase of approximately \$39,739 annually, or 47.8%, over current revenue.

More importantly, the composition of the Town's revenue changes substantially. Under the existing agreement, only approximately \$9,383 per year is guaranteed ground rent, with the overwhelming majority of Town revenue dependent upon tower collocation activity. Under the proposed agreement, guaranteed first-year base rent increases to \$69,840, before considering any collocation revenue.

10-Year Impact

For comparison purposes, staff also evaluated the estimated financial impact of the proposed agreement over its initial ten-year term. Because future collocation activity cannot be predicted, this comparison assumes that current collocation revenues remain unchanged throughout the ten-year period. It also assumes that revenue under the existing agreement would remain at its current level. The proposed agreement includes a 3% annual escalation of the guaranteed base rent.

Under these assumptions:

	Existing Lease	Proposed Lease
Current/Year 1 Ground Rent	\$9,383.52	\$69,840.00
Current/Year 1 Collocation Revenue	\$73,740.72	\$53,022.96
Current/Year 1 Total Revenue	\$83,124.24	\$122,862.96
10-Year Ground Rent	\$93,835.20	\$800,637.33
10-Year Collocation Revenue	\$737,407.20	\$530,229.60
Estimated 10-Year Total	\$831,242.40	\$1,330,866.93

Based on these assumptions, the proposed agreement would generate approximately \$1.33 million over its initial ten-year term compared with approximately \$831,242 if the Town continued receiving its current level of revenue under the existing agreement.

This represents approximately \$499,625 in additional revenue over ten years, an increase of approximately 60%.

The proposed agreement provides the Town with substantially greater guaranteed revenue, reduces the Town's dependence on variable collocation revenue, and continues to allow the Town to participate in revenue generated by commercial use of the tower.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Agreement**”) is made effective as of the date of the latter signature hereof (the “**Effective Date**”) and is by and between Landlord and American Tower.

RECITALS

- A. WHEREAS, Landlord is the owner of that certain parcel of land (the “**Property**”) located in the County of Fayette, State of Georgia, as more particularly described on Exhibit A;
- B. WHEREAS, Landlord and American Tower (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 21, 1998 (as may have been amended from time to time, the “**Prior Lease**”) whereby American Tower leased a portion of the Property; and
- C. WHEREAS, The parties acknowledge the Prior Lease shall, by its own terms, expire on November 4, 2026, at which point it will be of no further force or effect and shall be replaced in its entirety by this Agreement; and
- D. WHEREAS, Beginning on the Commencement Date, Landlord agrees to continue leasing to American Tower that certain portion of the Property (the “**Leased Premises**”), together with easements for ingress and egress and the installation and maintenance of utilities (the “**Easement**” and together with the Leased Premises, the “**Site**”) both being approximately located as shown on Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Business and Defined Terms. For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this Paragraph 1.

(a) ***American Tower:*** American Towers LLC, a Delaware limited liability company

(b) ***Notice Address of American Tower:*** American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

with a copy to: American Towers LLC
c/o American Tower Corporation
222 Berkeley Street, 7th Floor
Boston, MA 02116
Attn: Law Department

(c) ***Landlord:*** Town of Tyrone

(d) ***Notice Address of Landlord:*** Attn: Brandon Perkins, Town Manager
950 Senoia Rd
Tyrone, GA 30290

- (e) **Commencement Date:** November 5, 2026.
- (f) **Initial Term:** Ten (10) years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the tenth anniversary of the Commencement Date.
- (g) **Renewal Term:** One additional period of ten (10) years, with the Renewal Term commencing upon the expiration of the Initial Term.
- (h) **Term:** The Initial Term and the Renewal Term
- (i) **Rent:** The annual amount of **Seventy-One Thousand Nine Hundred Thirty-Five and 20/100 Dollars (\$71,935.20)**.
- (j) **Rent Commencement Date:** November 5, 2027
- (k) **Increase Amount:** Rent will increase annually at each annual anniversary of the Rent Commencement Date by three percent (3%) of the Rent for the previous year.
- (l) **Increase Date:** The annual anniversary of the Rent Commencement Date.

2. **Term.**

- (a) **Initial Term.** The Initial Term is as provided in Paragraph 1(f).
- (b) **Renewal Terms.** American Tower will have the right to extend this Agreement for the Renewal Term. The Renewal Term will be on the same terms and conditions provided in this Agreement. This Agreement will automatically be renewed for the Renewal Term unless American Tower notifies Landlord in writing of American Tower's intention not to renew the Agreement at any time prior to the expiration of the Initial Term.

3. **Consideration.**

- (a) American Tower will pay its first installment of Rent on the Rent Commencement Date. Thereafter, Rent is due and payable in advance annually on each anniversary of the Rent Commencement Date to Landlord at Landlord's Notice Address.
- (b) On the Increase Date, the Rent will increase by the Increase Amount.
- (c) In the event American Tower makes an overpayment of Rent or any other fees or charges to Landlord during the Term of this Agreement, American Tower may, but will not be required to, treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to Landlord.
- (d) American Tower will not be required to remit the payment of Rent to more than two recipients at any given time.
- (e) American Tower shall pay to Landlord a one-time payment in the amount **Sixty-Nine Thousand Eight Hundred Forty and 00/100 Dollars (\$69,840.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) American Tower's receipt of this Agreement executed by Landlord, on or before November 13, 2026; (b) American Tower's receipt of any documents and other items reasonably requested by American Tower in order to effectuate the transaction

and payment contemplated herein; and (d) receipt by American Tower of an original Memorandum (as defined herein) executed by Landlord.

4. Use.

(a) American Tower will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the “**Tower**”), structural tower base(s), guy anchors, guy wires, communications equipment, smart poles, data centers small cells, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Leased Premises (collectively, the “**Tower Facilities**”), to facilitate the use of the Site as a site for the transmission, reception, storage, processing and dissemination of communication signals, data and applications including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission, receipt, storage, processing and dissemination of communication signals, data and applications (the “**Intended Use**”).

(b) Upon providing prior written notice to Landlord, American Tower shall have the right to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a “**Collocator**” and collectively, the “**Collimators**”). The Collimators will be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to, antennas, dishes, cabling, additional buildings and/or shelters ancillary to the Intended Use. The Collimators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site that American Tower has under this Agreement.

5. Revenue Share.

(a) Subject to other applicable terms, provisions, and conditions of this Paragraph, American Tower shall pay Landlord **eighteen percent (18%)** of any rents actually received by American Tower under and pursuant to the terms and provisions for each new and existing sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between American Tower and a Collocator (such amount, the “**Collocation Fee**”). The Collocation Fee shall not be subject to the Increase Amount to Rent as delineated above.

(b) The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by American Tower of the first collocation payment paid by the Collocator. In the event a sublease or license with a Collocator expires or terminates, American Tower’s obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, American Tower shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that American Tower pay to Landlord any Collocation Fee in connection with the sublease to or transfer of American Tower’s obligations and/or rights under this Agreement to any subsidiary, parent or affiliate of American Tower.

(c) Landlord hereby acknowledges and agrees that American Tower has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower Facilities, all on such terms as American Tower deems advisable, in American Tower’s sole and absolute discretion, notwithstanding that the same may affect the amounts payable to Landlord pursuant to this Paragraph.

(d) Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that American Tower shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with any subleases, licenses or other collocation agreements entered into by

and between American Tower and any Collocators if the Landlord has entered into any agreements with such Collocators to accommodate such Collocators' facilities outside of the Leased Premises and such Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

6. Tower Facilities.

(a) American Tower will have the right, at American Tower's sole cost and expense, to erect the Tower Facilities which will be the exclusive property of American Tower throughout the Term, as well as upon the expiration or termination of this Agreement.

(b) Landlord grants American Tower a non-exclusive easement in, over, across and through the Property and other real property owned by Landlord contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities, including: (i) access to the Site for construction machinery and equipment; (ii) storage of construction materials and equipment during construction of the Tower Facilities; and (iii) use of a staging area for construction, installation and removal of equipment.

(c) American Tower may, at its sole expense, use any and all appropriate means of restricting access to the Leased Premises or the Tower Facilities, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

(d) American Tower will maintain the Leased Premises, including the Tower Facilities, in a reasonable condition throughout the Term. American Tower is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants American Tower the right to clear all trees, undergrowth, or other obstructions, and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site.

(e) American Tower will remove all of the above-ground portions of the Tower Facilities within 180 days following the expiration or termination of this Agreement.

(f) If the Tower is a guyed tower, Landlord grants American Tower an easement in, over, across and through the Property or any other real property owned by Landlord as may be necessary to American Tower during the Term of this Agreement for the installation, maintenance, alteration, removal, relocation and replacement of and access to guy wires and guy wire anchors which may be required by American Tower at its sole discretion and located outside of the Site.

7. Utilities.

(a) American Tower and/or its Collocator(s) shall have the right, at the respective party's expense, to install utilities and to improve present utilities on the Property and the Site. American Tower and/or its Collocator(s) shall have the right to permanently place all necessary or required utilities, including but not limited to utility wires, poles, cables, fiber optic cable, conduits and pipes, over, under or along the Easement(s) in order to service the Leased Premises and Tower Facilities. In the event that utilities necessary to service the equipment of American Tower or the equipment of Collocator(s) cannot be located with the Easement(s), Landlord agrees to cooperate with American Tower and to act reasonably in allowing the location of utilities on other real property owned by Landlord without requiring additional compensation from American Tower or Collocator(s). Landlord shall, upon American Tower's request, execute a separate written easement to American Tower, Collocator(s) and/or any entity that is authorized to provide utility service to American Tower and/or its Collocator(s) in a form which may be filed of record to evidence this right.

- (b) American Tower and the Collocators each may install backup generator(s).

8. Access.

(a) In the event that the Site loses access to a public right of way during the Term, Landlord and American Tower will amend this Agreement, at no imposed cost to either party, to provide access to a public way by: (i) amending the location of the Easement; or (ii) granting an additional easement to American Tower.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by Landlord or Landlord's tenants, licensees, invitees or agents, Landlord will repair the damage at its own expense.

(c) Landlord will maintain access to the Leased Premises from a public way in a free and open condition so that no interference is caused to American Tower by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that American Tower's or any Collocator's access to the Leased Premises is impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, without waiving any other rights that it may have at law or in equity, American Tower may at its sole discretion deduct from Rent due under this Agreement an amount equal to five hundred and 00/100 dollars (\$500.00) per day for each day that such access is impeded or denied.

9. Representations and Warranties of Landlord. Landlord represents and warrants to American Tower and American Tower's successors and assigns:

(a) Landlord has the full right, power, and authority to execute this Agreement and to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in the jurisdiction in which the Property is located;

(b) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Landlord or which may otherwise affect the Property;

(c) The Property is not presently subject to an option, lease or other contract which may adversely affect Landlord's ability to fulfill its obligations under this Agreement, and the execution of this Agreement by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a party. Landlord agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or American Tower's rights under this Agreement;

(d) No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Property prohibit or will interfere with the Intended Use;

(e) Landlord has good and marketable fee simple title to the Site, the Property and any other property across which Landlord may grant an easement to American Tower or any Collocator, free and clear of all liens and encumbrances. Landlord covenants that American Tower will have the quiet enjoyment of the Leased Premises during the term of this Agreement. If Landlord fails to keep the Site free and clear of any liens and encumbrances, American Tower will have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by American Tower on Landlord's behalf from future installments of Rent;

(f) American Tower will at all times during this Agreement enjoy ingress, egress, and access from the Site twenty-four (24) hours a day, seven (7) days a week, to an open and improved public road which is adequate to service the Site and the Tower Facilities; and

(g) These representations and warranties of Landlord survive the termination or expiration of this Agreement.

10. Interference. Landlord will not use, nor will Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the Intended Use, including, but not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities (“**Interference**”). Interference will be deemed a material breach of this Agreement by Landlord and Landlord will have the responsibility to terminate Interference immediately upon written notice from American Tower. Notwithstanding anything in this Agreement to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than twenty-four (24) hours after American Tower’s written notice to Landlord, Landlord acknowledges that continuing Interference will cause irreparable injury to American Tower, and American Tower will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference. American Tower shall use the Leased Premises in a manner which will not unreasonably disturb Landlord’s operations at the Property.

11. Termination. This Agreement may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party may not terminate this Agreement as a result of that default.

(b) Upon thirty (30) days’ written notice by American Tower to Landlord if American Tower is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and/or operation of the Tower Facilities or to the Intended Use (collectively, the “**Approvals**”); or

(c) Upon thirty (30) days’ written notice from American Tower to Landlord if the Site is or becomes unsuitable, in American Tower’s sole but reasonable judgment, for use as a wireless communications facility by American Tower or by American Tower’s licensee(s) or sublessee(s).

(d) In the event of termination by American Tower or Landlord pursuant to any provision contained in Paragraph 11 herein, American Tower shall be relieved of all further liability hereunder, except for any liabilities that expressly survive termination.

12. Taxes.

(a) American Tower will pay any personal property taxes assessed on or attributable to the Tower Facilities. American Tower will reimburse Landlord for any increase to Landlord’s real property taxes that are directly attributable to American Tower’s Site and/or Tower Facilities (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement such as roll back taxes) upon receipt of the following: (1) a copy of Landlord’s tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to American Tower. American Tower shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests

reimbursement within twelve (12) months of the date said taxes were originally due. Notwithstanding the foregoing, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's Property calculated based on any monetary consideration paid by American Tower to Landlord. Additionally, and as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within three (3) days of receipt of any notice from the taxing authority of any assessment or reassessment, provide American Tower with a copy of said notice. American Tower shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities and Landlord shall either (i) designate American Tower as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join American Tower in its appeal.

(b) Landlord will pay when due all real property taxes and all other fees and assessments attributable to the Property, Leased Premises and Easement. If Landlord fails to pay when due any taxes affecting the Property or the Site, American Tower will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by American Tower on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

13. Environmental Compliance.

(a) Landlord represents and warrants that:

(i) No Hazardous Materials have been used, generated, stored or disposed of on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "**Environmental Laws**") by either Landlord or to Landlord's knowledge by any third party; and

(ii) To Landlord's knowledge, no third party has been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) Landlord will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(c) American Tower agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders.

(d) The term "**Hazardous Materials**" means any: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

14. Indemnification.

(a) General.

(i) To the extent permitted by law, Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend American Tower from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person and any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent, grossly negligent and intentional acts or omissions of Landlord, or

Landlord's principals, employees, invitees, agents or independent contractors; or (B) any breach of any representation or warranty made by Landlord in this Agreement.

(ii) American Tower, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person and any damage to property, if such injury, death or damage arises out of or is attributable to any act or omission of any person while on the Leased Premises and is not attributable to Landlord's negligence as described above in Section 14(a)(i)(A); or (B) any breach of any representation or warranty made by American Tower in this Agreement.

(b) Environmental Matters.

(i) Landlord, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless American Tower from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any Environmental Laws, which conditions exist or existed prior to or at the time of the execution of this Agreement or which may occur at any time in the future through no fault of American Tower. Notwithstanding the obligation of Landlord to indemnify American Tower pursuant to this Agreement, Landlord will, upon demand of American Tower, and at Landlord's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(ii) American Tower, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Leased Premises in violation of any Environmental Laws and arising solely as the result of American Tower's activities after the execution of this Agreement.

15. Right of First Refusal; Sale of Property.

(a) During the Term, prior to selling or conveying the Site or any portion of or interest in the Property or the Site, including but not limited to a leasehold interest or easement, and/or prior to assigning the Rent or any portion of Rent to a third party, Landlord shall notify American Tower in writing of the sale price and terms offered by a third party (the "*Offer*"), together with a copy of the Offer. American Tower will have the right of first refusal to purchase the real property interest or Rent or portion of Rent being sold by Landlord to such third party on the same financial terms of the Offer, provided that American Tower shall not be required to close prior to the thirtieth (30th) day following the exercise of the right of first refusal. American Tower will exercise its right of first refusal within forty-five (45) days of receipt of Landlord's notice and if American Tower does not provide notice within forty-five (45) days, American Tower will be deemed to have not exercised its right of first refusal. If American Tower does not exercise its right of first refusal, Paragraph 15(b) of this Agreement will control the terms of the sale. Landlord hereby

acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect.

(b) Landlord may sell or convey the Property or a portion thereof to a third party, provided the sale or conveyance shall be made subject to the terms of this Agreement and shall include the assignment of Landlord's full interest in this Agreement.

16. Assignment.

(a) Any sublease, license or assignment of this Agreement that is entered into by Landlord or American Tower is subject to the provisions of this Agreement.

(b) Landlord shall assign this Agreement in its entirety to any third party in conjunction with a sale or conveyance of the Property in accordance with Paragraph 15 of this Agreement. Landlord will not otherwise assign less than Landlord's full interest in this Agreement, nor convey or sell the Property without assigning Landlord's full interest in this Agreement to the purchaser, without the prior written consent of American Tower.

(c) Upon providing prior written notice to Landlord, American Tower shall have the right to assign this Agreement. Upon assignment, American Tower shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

(d) American Tower may mortgage or grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (collectively, "**Secured Parties**"). If requested by American Tower, Landlord will execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by American Tower, Landlord agrees to notify American Tower and American Tower's Secured Parties simultaneously of any default by American Tower and to give Secured Parties the same right to cure any default as American Tower. If a termination, disaffirmance or rejection of the Agreement by American Tower pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord will terminate this Agreement for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Leased Premises during a thirty (30)-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Tower Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

17. Condemnation. If a condemning authority takes all of the Site, or a portion sufficient in American Tower's sole judgment, to render the Site unsuitable for the Intended Use, this Agreement will terminate as of the date the title vests in the condemning authority. Landlord and American Tower will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for American Tower includes, where applicable, the value of the Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). If a condemning authority takes less than the entire Site such that the Site remains suitable for American Tower's Intended Use, the Rent payable under this Agreement will be reduced automatically by such percentage as the area so condemned bears to the Site as of the date the title vests in the condemning authority. A sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power will be treated as a taking by condemnation for the purposes of this paragraph.

18. Insurance. American Tower will purchase and maintain in full force and effect throughout the Term a commercial general liability insurance policy and property damage policies as American Tower may deem necessary. Said policy of general liability insurance will at a minimum provide a combined

single limit of one million and 00/100 dollars (\$1,000,000.00), and shall include Landlord and its officers, council members, employees and agents as additional insured. American Tower shall endeavor to provide thirty (30) days' written notice of cancellation or material change to the required insurance policy. Within thirty (30) days of a written request from Landlord, and not more than once per calendar year, Tenant shall deliver a certificate of insurance to Landlord evidencing the insurance requirements set forth in this section.

19. Waiver of Damages.

(a) Neither Landlord nor American Tower will be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such party.

(b) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL LANDLORD OR AMERICAN TOWER BE LIABLE TO THE OTHER FOR, AND AMERICAN TOWER AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

20. Subordination Agreements.

(a) If the Site is encumbered by a mortgage or deed of trust, within thirty (30) days of receipt of a written request from American Tower, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by American Tower, to the effect that American Tower and American Tower's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to American Tower.

(b) Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into subsequent to the Commencement Date, American Tower will use good faith efforts to provide Landlord or Landlord's lender with American Tower's form subordination, non-disturbance and attornment agreement executed by American Tower within thirty (30) days of such request.

21. Notices. All notices or demands by or from American Tower to Landlord, or Landlord to American Tower, required under this Agreement will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in Paragraph 1 of this Agreement or to such other addresses as the parties may, from time to time, designate consistent with this Paragraph 22, with such new notice address being effective thirty (30) days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

22. Further Acts. Upon receipt of a written legitimate request from American Tower, Landlord will, within a prompt but reasonable timeframe perform applicable legal and procedural review of, and thereafter timely execute, any document necessary or useful to protect American Tower's rights under this Agreement or to facilitate the Intended Use, including documents related to title, zoning and other Approvals, and will otherwise reasonably cooperate with American Tower in its exercise of its rights under this Agreement. Landlord hereby appoints American Tower as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications associated with obtaining and/or maintaining the Approvals, on behalf of Landlord with federal, state and local governmental authorities, provided that this attorney-in-fact right will be strictly limited to land use, zoning and building

applications associated with the Intended Use and such attorney-in-fact does not allow American Tower to re-zone or otherwise reclassify the Site or the Property nor place any use restrictions on any portions of the Property other than the Leased Premises.

23. Memorandum of Lease. Simultaneously with the execution of this Agreement, the parties will enter into the Memorandum of Lease attached to this Agreement as Exhibit C which American Tower may record in the public records of the county of the Property. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before American Tower records it, American Tower may add both: (a) a reference to the recording granting Landlord its interest in the Property; and (b) a legal description of the Site as Exhibit B. Landlord agrees to execute and return to American Tower a recordable Amended Memorandum of Lease in form supplied by American Tower if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Agreement is amended.

24. Miscellaneous.

(a) This Agreement runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) American Tower may at American Tower's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance (collectively "***Title***") on the Property.

(c) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

(d) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(e) Each party agrees to furnish to the other, within thirty (30) days after request, such estoppel information as the other may reasonably request.

(f) This Agreement constitutes the entire agreement and understanding of Landlord and American Tower with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. Any amendments to this Agreement must be in writing and executed and delivered by Landlord and American Tower.

(g) If either Landlord or American Tower is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(h) The Agreement will be construed in accordance with the laws of the state in which the Site is situated.

(i) If any term of the Agreement is found to be void or invalid, the remainder of this Agreement will continue in full force and effect.

(j) American Tower may obtain title insurance on its interest in the Site, and Landlord will cooperate by executing any documentation required by the title insurance company.

(k) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(l) Landlord will not, during the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.

(m) Except as otherwise expressly permitted in this Agreement, during the Term, Landlord shall not, and shall not allow, the sale, transfer, granting, conveyancing, leasing, and/or licensing by deed, easement, lease, license or other legal instrument and/or agreement, an interest in and to, or the right to use or occupy any portion of the Property or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity (other than American Tower) directly or indirectly engaged in the business of owning, acquiring, constructing, operating, managing, investing in wireless telecommunications infrastructure without the prior written consent of American Tower, which may be withheld, conditioned, and/or delayed in American Tower's sole, reasonable discretion.

(n) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(o) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(p) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(q) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

(r) The parties agree the Prior Lease is hereby terminated as of November 4, 2026 and shall be of no further force or effect.

[SIGNATURES APPEAR ON NEXT PAGE]

Site Name: Tyrone Downtown
Site Number: 26142

IN WITNESS WHEREOF, Landlord and American Tower have each executed this Agreement as of the respective dates written below.

LANDLORD

2 WITNESSES

Town of Tyrone,
a Georgia municipality

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Site Name: Tyrone Downtown
Site Number: 26142

AMERICAN TOWER

WITNESS

American Towers LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

Site Name: Tyrone Downtown
Site Number: 26142

The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site
Exhibit C	Memorandum of Lease

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is described as follows:

All that tract or parcel of land, lying and being in Land Lot 139 of the 7th District of Fayette County, Georgia, and being those lands described in a Plat of survey by Koons, Wood, Moore and Shimshiok, Registered engineers, for Alton Brown dated 3-16-89 revised 6-19-90 and being more particularly described as follows:

BEGINNING at a point on the Southerly Right-of-Way of Commerce Drive (50' R/W) situated 573.77 feet as measured Southeasterly from the intersection of said right-of-way line with the Southeasterly right-of-way line of Senoia Road, formerly known as State Route 74 (80' R/W); thence run North 34 degrees 19 minutes 27 seconds East 50 feet to a point; thence North 47 degrees 21 minutes 57 seconds East, 310.00 feet to an iron pin found; thence North 11 degrees 12 minutes 26 seconds West, 80.89 feet to a point; thence North 89 degrees 05 minutes 25 seconds East, 603.66 feet to an iron pin; thence South 02 degrees 12 minutes 31 seconds East, 175.62 feet to an iron pin; thence South 41 degrees 33 minutes 56 seconds West, 1140.43 feet to an iron pin; thence North 64 degrees 44 minutes 48 seconds West, 128.62 feet to an iron pin; thence North 00 degrees 41 minutes 50 seconds East, 305.15 feet to an iron pin; thence South 89 degrees 24 minutes 58 seconds East, 14.22 feet to an iron pin; thence south 88 degrees 58 minutes 33 seconds East, 27.05 feet to a fence corner and an iron pin set; thence North 16 degrees 02 minutes 28 seconds East, 199.88 feet to an iron pin set and fence corner; thence North 87 degrees 23 minutes 37 seconds West, 70.11 feet to an iron pin; thence North 61 degrees 11 minutes 26 seconds West, 69.52 feet to an iron pin; thence North 00 degrees 46 minutes 21 seconds East, 121.77 feet to an iron pin; thence South 55 degrees 36 minutes 21 seconds East, 17.79 feet to an iron pin which is the Point of Beginning. Said tract containing 11.265 acres according to said survey.

EXHIBIT B

DESCRIPTION OR DEPICTION OF SITE

Locations are approximate. American Tower may, at its option, replace this exhibit with legal descriptions obtained from a survey of the Site conducted by American Tower. The Site consists of a Leased Premises together with Easement(s) for access and utilities as depicted and/or described below:

All that tract or parcel of land lying and being located in Land Lot 139, 7th District, Fayette County, Georgia, containing 4900 square feet, more or less, as shown on a plat of survey prepared for Grid Towers, LLC. by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS No. 2526, dated September 30, 1998, and being more particularly described as follows:

Begin at a point located at the intersection of the easterly right of way line of Highway 74 (having a 60 foot right of way) and run 573.77 feet in an easterly direction along the southwesterly right of way line of Commerce Drive (having a 50 foot right of way) to a point, run thence N 35° 00' 11" E a distance of 14.95 feet to a point; run thence S 49° 31' 00" E a distance of 184.78 feet to a point; run thence S 43° 05' 36" E a distance of 46.55 feet to a point; run thence S 12° 09' 06" E a distance of 39.84 feet to a point; run thence S 09° 17' 18" W a distance of 53.19 feet to a point; run thence S 15° 06' 58" W a distance of 49.81 feet to a point; run thence S 18° 27' 16" W a distance of 83.99 feet to a point; run thence S 31° 02' 08" W a distance of 141.70 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, run thence N 88° 37' 44" W a distance of 46.98 feet to a point; run thence S 01° 22' 16" W a distance of 70.00 feet to a point; run thence S 88° 37' 44" E a distance of 70.00 feet to a point; run thence N 01° 22' 16" E a distance of 70.00 feet to a point; run thence N 88° 37' 44" W a distance of 23.02 feet to the true point of beginning.

TOGETHER WITH a 20 foot ingress/egress and utility easement from the northeasterly right of way of Commerce Drive to the Leased Premises located in said Land Lot, Fayette County, Georgia, as shown on a plat of survey prepared for (Grid Towers LLC. by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS, No. 2586, dated September 30, 1998, and being more particularly described as follows:

Begin at a point located at the intersection of the easterly right of way line of Highway 74 (having a 60 foot right of way) and run 573.77 feet in an easterly direction along the southwesterly right of way line of Commerce Drive (having a 50 foot right of way) to a point, run thence N 35°, 00' 11" E a distance of 14.95 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, run thence S 49° 31' 00" E a distance of 184.78 feet to a point; run thence S 43° 05' 36" E a distance of 46.55 feet to a point; run thence S 12° 09' 05" E a distance of 39.84 feet to a point; run thence S 09° 17' 18" E a distance of 53.19 feet to a point; run thence N 15° 06' 58" W a distance of 49.81 feet to a point; run thence S 18° 27' 16" W a distance of 83.99 feet to a point; run thence S 31° 02' 08" W a distance of 141.70 feet to a point; run thence S 88° 37' 44" E a distance of 23.02 feet to a point; run thence N 31° 02' 08" E a distance of 132.52 feet to a point; run thence N 18° 27' 16" E a distance of 86.78 feet to a point; run thence N 15° 06' 58" E a distance of 51.42 feet to a point; run thence N 09° 17' 18" E a distance of 58.00 feet to a point; run thence N 12° 09' 06" W a distance of 49.16 feet to a point; run thence N 43° 05' 36" W a distance of 53.21 feet to a point; run thence N 49° 31' 00" W a distance of 187.82 feet to a point; run thence S 35°, 00' 11" W a distance of 20.09 feet to the true point of beginning.

Site Name: Tyrone Downtown
Site Number: 26142

Section X, Item 8.

EXHIBIT C

MEMORANDUM OF LEASE

[see following pages]

Prepared by and Return To:
 American Tower Corporation
 10 Presidential Way
 Woburn, MA 01801
 Site #26142
 Site Name: Tyrone Downtown

Cross Reference: Book: _____; **Pg:** _____

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed this ____ day of _____, 202__ by and between Town of Tyrone, with a mailing address of 950 Senoia Road, Tyrone, GA 30290 ("Landlord") and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("American Tower") and evidences that on the _____ day of _____, 202__ a Lease Agreement ("Agreement") was entered into by and between Landlord and American Tower.

2. **Property.** Landlord owns certain real property described in **Exhibit "A"** ("Property"). Subject to the terms of the Agreement, Landlord has leased to American Tower a portion of the Property ("Leased Premises") and to acquire certain easements for ingress, egress and utilities ("Easements" and collectively with the Leased Premises, the "Site", as shown on **Exhibit "B"**), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.

3. **Lease.** The initial term of the Agreement will be for ten (10) years commencing on November 5, 2026. The Agreement will automatically renew for one (1) additional period of ten (10) years unless American Tower notifies Landlord of its decision not to renew the Agreement.

4. **Notices.** All notices, requests, demands, and other communications to the Landlord or American Tower will be made at the following addresses:

Landlord: Town of Tyrone
Attn: Brandon Perkins, Town Manager
950 Senoia Rd
Tyrone, GA 30290

American Tower American Towers LLC
C/O American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

With a Copy to: American Towers LLC
C/O American Tower Corporation
222 Berkeley Street, 7th Floor
Boston, MA 02116
Attn: Law Department

5. **Limited Attorney-in-Fact.** Landlord hereby appoints American Tower as Landlord’s attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications associated with obtaining and/or maintaining government approvals for American Tower’s development and use of the Site in accordance with the Agreement, on behalf of Landlord with federal, state and local governmental authorities, provided that this attorney-in-fact right will be strictly limited to land use, zoning and building applications associated with the use of the Site. This attorney-in-fact does not allow American Tower to re-zone or otherwise reclassify the Site or the Property nor place any use restrictions on any portions of the Property other than the Leased Premises.

6. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the dates signed below.

LANDLORD

2 WITNESSES

Town of Tyrone,
a Georgia municipality

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AMERICAN TOWER

WITNESS

American Towers LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A**DESCRIPTION OR DEPICTION OF PROPERTY**

The Property is described as follows:

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BEGINNING at a point on the Southerly Right-of-Way of Commerce Drive (50' R/W) situated 573.77 feet as measured Southeasterly from the intersection of said right-of-way line with the Southeasterly right-of-way line of Senoia Road, formerly known as State Route 74 (80' R/W); thence run North 34 degrees 19 minutes 27 seconds East 50 feet to a point; thence North 47 degrees 21 minutes 57 seconds East, 310.00 feet to an iron pin found; thence North 11 degrees 12 minutes 26 Seconds West, 80.89 feet to a point; thence North 89 degrees 05 minutes 25 seconds East, 603.66 feet to an iron pin; thence South 02 degrees 12 minutes 31 seconds East, 175.62 feet to an iron pin; thence South 41 degrees 33 minutes 56 seconds West, 1140.43 feet to an iron pin; thence North 64 degrees 44 minutes 48 seconds West, 128.62 feet to an iron pin; thence North 00 degrees 41 minutes 50 seconds East, 305.15 feet to an iron pin; thence South 89 degrees 24 minutes 58 seconds East, 14.22 feet to an iron pin; thence south 88 degrees 58 minutes 33 seconds East, 27.05 feet to a fence corner and an iron pin set; thence North 16 degrees 02 minutes 28 seconds East, 199.88 feet to an iron pin set and fence corner; thence North 87 degrees 23 minutes 37 seconds West, 70.11 feet to an iron pin; thence North 61 degrees 11 minutes 26 seconds West, 69.52 feet to an iron pin; thence North 00 degrees 46 minutes 21 seconds East, 121.77 feet to an iron pin; thence South 55 degrees 36 minutes 21 seconds East, 17.79 feet to an iron pin which is the Point of Beginning. Said tract containing 11.265 acres according to said survey.

EXHIBIT B**SITE**

Locations are approximate. American Tower may, at its option, replace this exhibit with legal descriptions obtained from a survey of the Site conducted by American Tower. The Site consists of a Leased Premises together with Easement(s) for access and utilities as depicted and/or described below:

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TOGETHER WITH a 20 foot ingress/egress and utility easement from the northeasterly right of way of Commerce Drive to the Leased Premises located in said Land Lot, Fayette County, Georgia, as shown on a plat of survey prepared for (Grid Towers LLC. by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS, No. 2586, dated September 30, 1998, and being more particularly described as follows:

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COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 15, 2026

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to Award the 2026 Surveying Services for Downtown Sewer, project number PW-2026-13 to Land Engineering for the amount not to exceed \$27,500.

BACKGROUND:

The Town is hiring a surveying company to provide additional detailed sewer line survey information along Senoia Road and Commerce Road for 10 properties.

FUNDING:

General Funds

STAFF RECOMMENDATION:

Staff requests that Council approve to Award the 2026 Surveying Services for Downtown Sewer to Land Engineering for the amount not to exceed \$27,500.

ATTACHMENTS:

Land Engineering proposal

PREVIOUS DISCUSSIONS:

None

LAND ENGINEERING

1601 S Zack Hinton Parkway
McDonough, Georgia 30253
P (678) 814-4346
F (678) 814-4348

Professional Services Agreement

Client	Town of Tyrone
Contact	Scott Langford
Address	950 Senoia Rd Tyrone, GA 30290
Office	770-487-4038
Mobile	Mobile Phone
Email	Scott.langford@tyronega.gov

Date	Proposal / Project No.
September 23, 2026	P-6009

Project Name & Location
Town Of Tyrone SS Easement Tyrone, GA

Scope of Services

SANITARY SEWER EASEMENT PLAT(S) and LEGAL DESCRIPTION(S)

Prepare sanitary sewer easement plat(s) and legal description(s) for the 10 parcels listed on sheet provided by the client (copy attached). The 10 parcels listed are also shown on the attached tax map in yellow (copy attached).

Property records for the subject parcel and adjoining parcels will be obtained from the courthouse to analyze the deeded property line locations vs. monuments found on the ground. Any existing property corners will be found and marked. The property lines between corners will not be marked. The survey will show the location of the visible improvements on the subject properties using aerial imagery or traditional surveying methods.

SURVEY DATUM & DELIVERABLE

The survey will be prepared in accordance with the rules set by the Georgia Board of Registration for Professional Engineers and Land Surveyors, Chapter 180-7; Technical Standards for Property Surveys In Georgia.

The survey will be referenced to state plane coordinates, Georgia West Zone (NAD 83).

The deliverable will include a stamped and signed .pdf file of the survey.

ASSUMPTIONS AND UNDERSTANDINGS

- This scope of services does not include an ALTA/boundary Survey.
- The client will be responsible for submitting to the local governing authority for any required approvals.
- Underground utilities, trees, wetland, and the determination of State Water Buffers is not included.

Schedule	TBD	Fee	\$27,500 (Lump Sum)
-----------------	-----	------------	---------------------

Authorization

I, the undersigned, certify that I am an authorized agent of the company or client represented above and authorize Land Engineering, Inc. to proceed with the services as outlined in this agreement in accordance with the contract terms and conditions stated herein.

Client Signature

Date

Trey Jackson, LSI

Date

Project Manager

Land Engineering, Inc.

Printed Name

TJ

Land Engineering, Inc.
Contract Terms & Conditions

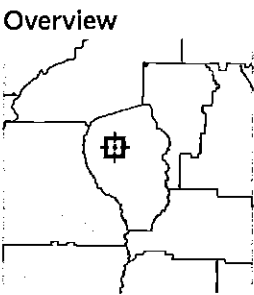
1. **PAYMENT OF CONSULTANT.** Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable upon receipt. The CLIENT who signs this agreement will be solely responsible for full payment. The CONSULTANT will not be responsible for collecting payment from multiple parties or anyone other than the CLIENT represented herein. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to CLIENT, pending payment of CLIENT's outstanding indebtedness. An interest charge of two percent per month will be added to invoices not paid within sixty days.
2. **STANDARD OF CARE FOR CONSULTANT.** CONSULTANT shall furnish services in a manner consistent with industry standards and to the level of professional skill generally acceptable in the industry with regard to services of this kind.
3. **LIMITATION OF LIABILITY.** The owner agrees to limit the CONSULTANT's liability to the owner for any cause of action or combination of causes, whether arising out of claims based upon contract, warranty, negligence, errors and omissions, strict liability or otherwise, is in the aggregate, limited to \$25,000, the CONSULTANT's total fee for the services rendered on this project (whichever is greater) or other amount agreed upon when added under Special Conditions.
4. **LEGAL EXPENSES.** In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.
5. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT's responsible control, including, but not limited to, force majeure and rain delays, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
6. **PROJECT DELAYS.** The CONSULTANT will provide services in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.
7. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.
8. **CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the CLIENT as confidential, except to its employees and other subconsultants who need such information in order to properly execute the services of this AGREEMENT.
9. **OWNERSHIP OF WORK PRODUCT.** CONSULTANT shall remain the owner of all drawings, reports and other material provided to CLIENT. CLIENT shall be authorized to use the copies provided by CONSULTANT only in connection with the Project.
10. **TERMINATION.** Either party may terminate this AGREEMENT at any time by giving thirty days (30) notice to the other party. If this AGREEMENT is terminated, the CONSULTANT shall be compensated for work actually performed and expense incurred up to the date of termination.
11. **RECORD RETENTION.** All records related to this AGREEMENT shall be retained by both parties for a period of four (4) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT, or costs and expenses of this AGREEMENT to which exception has been taken by either party, shall be retained by the other party until the claim has been resolved.
12. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Georgia.

Tyrone Downtown Sewer Survey 2026

<u>Name</u>	<u>Parcel #</u>	<u>Address</u>
Fayette County Board of Education	73802022	876 Main Street
Fayette County Board of Education	73802036	Laurel Circle
Fayette County Board of Education	73802035	Laurel Circle
C. J. Mowell, Jr.	0738 010	902 Senoia Road
Cemetery WCS Properties, Inc.	0738 067	Senoia Road
David Kelsy & CDL Trust, Ann Briley, and Jeannie Arand	073807001C	100 Commerce Drive
Town of Tyrone Downtown Development Authority	0738 098	969 Senoia Road
Wayne Adams ET AL	0738 096	985 Senoia Road
Tyrone Dollar Store, LLC	0738 095	989 Senoia Road
Victor & Susan Gunnin	0738 036	993 Senoia Road



Fayette County, GA



- Legend
- Parcels
 - Roads

Parcel ID	073802006	Alternate ID	41399	Owner Address	HARDY JOHN H
Sec/Twp/Rng	n/a	Class	Residential		451 LAUREL CIRCLE
Property Address	451 LAUREL CIR	Acreage	n/a		TYRONE, GA 302902039
District	Town of Tyrone				
Brief Tax Description	LOT 6A TYRONE EST				
	(Note: Not to be used on legal documents)				

Date created: 9/23/2026
Last Data Uploaded: 9/23/2026 7:47:39 AM

Developed by SCHNEIDER
GEOSPATIAL



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 15, 2026

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to approve Change Order 1 for time only, 126 calendar days, on the Roundabout - project number PW-2021-14-04.

BACKGROUND:

The Town's roundabout project has seen delays of 126 days associated with utility delays. The delay started on October 14, 2025 with the gas utility and work was not completed until January 20, 2026. One of the communication utilities did not complete their work until February 6, 2026. Because of these delays that were outside Southeastern's control they have requested 126 days.

Notice to Proceed was issued March 11, 2025 with a Commencement Date of April 2, 2025 and a completion Date of October 1, 2026. A 126 day extension would change the Completion date to February 4, 2027.

FUNDING:

SPLOST 2017 – Note that the change order is for time only.

STAFF RECOMMENDATION:

Staff requests that Council approve to approve Change Order 1 for time only, 126 calendar days, on the Roundabout - project number PW-2021-14-04.

ATTACHMENTS:

Southeastern Site Development's Time Extension Request letter and Change Order 1 form.

PREVIOUS DISCUSSIONS:

None



September 23, 2026

Scott Langford, PE
950 Senoia Road
Tyrone, GA 30290

Re: Palmetto Road Project – Tyrone, Georgia
Request for 126 Calendar-Day Contract Time Extension Due to Utility Relocation Delays

Dear Scott:

Southeastern Site Development, Inc. hereby formally requests a 126-calendar-day extension of the contract completion date due to utility relocation delays that directly affected the project's critical path.

Southeastern completed all available critical-path work that was not in direct conflict with existing utilities by October 14, 2025. After that date, our ability to continue the controlling work was prevented by utilities that remained in conflict with the proposed construction.

The primary delay involved the existing gas main and telecommunications lines. The gas company did not begin designing its relocation until September 2025 and did not complete the relocation until January 20, 2026. In addition, AT&T did not complete its utility work along the project's mainline until February 6, 2026.

These unresolved utility conflicts prevented Southeastern from performing the remaining critical-path work. Once the conflicting utilities were relocated and the work area became available, Southeastern remobilized and returned to the project on February 17, 2026. Since returning, Southeastern has continued performing its work diligently and in a timely manner.

The resulting critical-path delay extended from October 15, 2025, through February 17, 2026, totaling 126 calendar days. This delay was caused by utility relocation activities outside Southeastern's control and was not the result of any action or failure by Southeastern.



Accordingly, Southeastern respectfully requests:

- A 126-calendar-day extension of the contract completion date;
- Adjustment of all related interim milestones and completion requirements affected by the utility delays; and
- Relief from liquidated damages or other schedule-related assessments associated with this excusable delay period.

Southeastern reserves all contractual rights concerning the time, cost, disruption, remobilization, extended overhead, and other impacts resulting from these utility delays. Supporting project schedules, daily reports, correspondence, photographs, and utility relocation records can be provided upon request.

Please confirm that the contract completion date will be extended by 126 calendar days to account for the documented utility relocation delays.

Sincerely,



Bill Tanner

Southeastern Site Development, Inc.

CHANGE ORDER TO CONSTRUCTION CONTRACT

PROJECT NAME: Palmetto Road at Arrowood/Spencer Lane RoundaboutPROJECT NUMBER: PW-2021-13-04CONTRACTOR: Southeastern Site Development

This Contract is changed as follows: (Insert description of change in space provided below.)

Time extension only for 126 calendar days due to utility relocation delays.

ADJUSTMENTS IN THE CONTRACT SUM:

1. Original Contract Sum:		\$2,333,688.70
2. Change in Contract Sum by previously approved Change Orders:	\$0.00	
3. Contract Sum prior to this Change Order:		\$2,333,688.70
4. Amount of this Change Order:	\$0.00	
5. New Contract Sum, including this Change Order:		\$2,333,688.70

ADJUSTMENTS IN THE CONTRACT TIME:

1. Initial Date for Substantial Completion:		10/01/2026
2. Sum of previously approved increases and decreases in Days:	0	Days
3. Change in Days for this Change Order:	126	Days
4. Total Number of Days added to this Contract including this Change Order:	126	Days
5. New Date for Substantial Completion:		02/04/2027

CONTRACTOR ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)

Print Name of Representative: _____

A/E RECOMMENDATION FOR ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)

Print Name of Representative: _____

AGENCY ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)

Print Name of Representative: _____



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 15, 2026

Agenda Item Type: New Business

Staff Contact: Phillip Trocquet

STAFF REPORT

AGENDA ITEM:

Consideration to approve Amendment 3 to Task Order 4: Arrowood/Palmetto/Spencer Roundabout (Proj. PW-2021-13-04) of the 2021 Transportation Engineering Services project contract to POND, Inc.

BACKGROUND:

Task order 4 was approved by Town Council in 2021. The amendment scope includes construction inspection services and engineering oversight due to delays in the project time. Engineering oversight has been submitted as \$5,000 and construction inspection services at \$10,000 for a total fee not to exceed \$15,000.

FUNDING:

The further costs associated with these services comes from the 2017 SPLOST and is still within budget for the overall project.

2017 SPLOST 321-49-54.1414

STAFF RECOMMENDATION:

Staff recommends approval of Amendment 3 to Task Order 4: Arrowood/Palmetto/Spencer Roundabout for the fee not to exceed \$15,000.

ATTACHMENTS:

Contract amendment

PREVIOUS DISCUSSIONS:

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October 7, 2026

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

Re: **Town of Tyrone - Professional Transportation Design Services Fee Proposal**
Task Order #04 – PW-2021-13-04 – Change Order #3

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

PROJECT UNDERSTANDING:

As part of the Town of Tyrone Transportation Engineering Services On-Call, Task Order #04 – PW-2021-13-04 consists of the Palmetto Road at Spencer Road/Arrowood Road Roundabout project. There were several factors relating to the schedule delay of the project, dragging out the construction schedule and requiring a significant time overage compared to the original allotted timeframe. Change Order #3 includes the services needed for Pond and SEI to assist with the post design services.

Pond has not assumed full oversight but limited oversight to verify the project appears to be constructed in accordance with the plans and for documentation of plan quantities for payment to the contractor. All Construction Engineering, and Inspection (CEI) activities will continue to be performed by SEI, including inspections and testing, quantity verification, and initial pay application review of load tickets

PROFESSIONAL SERVICES:

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

Scope of Work

Task 1: Construction Bid and Construction Engineering Oversight

Task 1A. Construction Engineering and Inspection – Pond and SEI will continue providing CEI services, including site visit inspection, final inspection assistance, pay application, requests for information (RFI), review/processing, attending closing conferences, and preparing a final acceptance letter. All of these services will be completed on an as-needed basis, as requested/required by the Town of Tyrone.

Schedule

The tasks shown above are assuming to extend through the end of 2026.

ASSUMPTIONS:

The task order scope of work has been prepared scoped assuming these services are locally funded.

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

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

PROFESSIONAL FEES:

Pond proposes to accomplish *Task 1* based on the contracted unit rates, not to exceed a total fee of \$15,000.00. The fees are summarized in the attached Man-Hour Fee Estimate.

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

Sincerely,

POND & COMPANY



Richard Fangmann, PE, PTOE
Vice-President



Zach Puckett, PE, IMSA II
Director of Traffic Engineering & Design

Town of Tyrone

**On-Call - TO #4 - Change Order #3
0**

Project Length 0 miles

SUMMARY BY PHASE

COST AMOUNT OF CONTRACT PROPOSAL

10/7/2026

**PHASE
AMOUNTS**

Phase 1 Construction Bid and Construction Engineering and Oversight	\$ 15,000.00
TOTAL DESIGN COST FOR ALL SEGMENTS	\$ 15,000.00

Phase 1 Summary

Phase 1

[illegible]

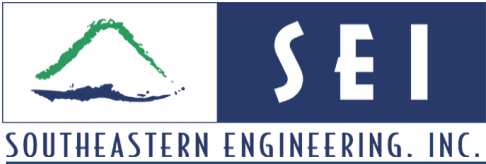
DIRECT COSTS (SPECIFY):	
--------------------------------	--

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

SUBCONSULTANTS (LIST):

CEI Services - SEI	\$	10,000.00
	\$	-

COST AMOUNT FOR PHASE	\$	15,000.00
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2470 Sandy Plains Rd
Marietta, GA 30066
(770) 321-3936
info@seengineering.com

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement.

CLIENT: Pond & Company
Attn: Zach Puckett, P.E.
PuckettZ@pondco.com

PROJECT NAME: Arrowood Road / Spencer Road @ Palmetto Road Roundabout
Construction Engineering and Inspection (CE&I) Support Services
SEI Project No. 592-25-046

DATE: September 25, 2026

PROJECT UNDERSTANDING:

SEI understands that Pond & Co. requires additional Construction Engineering and Inspection (CE&I) support services from SEI for this roundabout project through December 31, 2026. This CE&I work includes site visit inspection, final inspection assistance, pay application review/processing, attending closing conferences, and preparing a final acceptance letter.

SCOPE OF SERVICES:

Task 2 – Additional Construction Engineering and Inspection

SEI will continue construction inspection services as needed. SEI will bill hourly for services, not to exceed the fee allowance amount, based on the following rates and at the level/duration of inspection/assistance requested:

- Construction Project Manager at \$150 / hour

COMPENSATION:

PLEASE INITIAL EACH AUTHORIZED TASK BOX WHERE THERE IS A FEE:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 2 – Additional Construction Engineering and Inspection	\$10,000.00	Hourly Not To Exceed	
Total	\$10,000.00		

Direct expenses are included in the fees subtotaled in the above table.

SCHEDULE: SEI can initiate work on this project immediately upon notice to proceed.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

Project Name: Arrowood Road / Spencer Road @ Palmetto Road Roundabout

Fee Estimates

Task No.	Position	Hourly Rate	Hours per Day	Number of Days	Hours	Costs
2 - Addl CE&I	Construction Project Manager	\$ 150.00	6	10	60	\$ 9,000.00
					Travel Expenses	\$ 750.00
					Administration / Reporting	\$ 250.00
					Total Estimated Fee	\$ 10,000.00

Town of Tyrone

Task Order Amendment

Project Number: PW-2021-13-04

Task Order 4 Amendment Number: 3

Project Name: Town of Tyrone Transportation Engineering Services

Contractor: Pond and Company, Inc.

In accordance with the contract documents for the project listed above and as described herein, the Town of Tyrone, Georgia issues this Task Order 4 Amendment Number 3.

Task Order Description: Task Order 4 Amendment Number 3 – Palmetto/Arrowood/Spencer Roundabout. Includes Construction Engineering Inspections and Engineering Oversight per attached letters dated March 20, 2025, in the amount not to exceed \$15,000.

Original Task Order 4 Not -To-Exceed Fee: \$390,809.00

Previous Amendments to Task Order 4 Not to Exceed Fee: \$70,252.84

Amendment Number 3 Not to Exceed Fee: \$15,000.00

Total New Task Order 4 Not to Exceed Fee: \$476,061.84

Town of Tyrone Task Order Manager: Scott Langford, PE 770-487-4038 slangford@tyrone.org

Contractor:

Signature: _____

Signature: _____

Printed Name:

Name: Eric Dial

Title: _____

Title: Mayor _____

Date: _____

Date: _____



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 15, 2026

Agenda Item Type: New Business

Staff Contact: Phillip Trocquet

STAFF REPORT

AGENDA ITEM:

Consideration to approve a contract amendment with SAFEbuilt Georgia, LLC to provide sewer field inspection and plan review services as needed. **Phillip Trocquet, Assistant Town Manager**

BACKGROUND:

This amendment adds engineering field inspection services to the Town’s existing contract with SAFEbuilt.

New sewer lines are constructed across town by private developers, including in the Ardmore subdivision. Each gravity line, forcemain, air valve, manholes, and pump stations, amongst other infrastructure, needs engineering inspection during installation to protect the towns interest prior to dedication. The Town Engineer has handled these inspections on smaller projects as his schedule allows. Larger developments need more consistent coverage than that arrangement provides.

SAFEbuilt already performs the Town’s building code inspections and offers engineering inspection services, but those services are not in our current contract. This amendment expands the contract’s scope so the Town can use SAFEbuilt to inspect sewer installations on these projects.

FUNDING:

Public Works and Community Development General Fund for Engineering Services

STAFF RECOMMENDATION:

Staff recommends approval of the contract amendment.

ATTACHMENTS:

Contract amendment

PREVIOUS DISCUSSIONS:

Click or tap here to enter text.

THIRD AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF TYRONE, GEORGIA
AND SAFEbuilt GEORGIA, LLC

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

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into that certain Professional Services Agreement (“Agreement”) on August 6, 2009, establishing the terms and conditions for the provision of services; and

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

WHEREAS, on May 1, 2025, the Parties instituted the Second Amendment to the Agreement; and

WHEREAS, pursuant to Article 7.2 and 7.3 of the Agreement, changes to the Services that are mutually agreed upon between the Parties shall be made in writing as a signed and fully executed amendment to the Agreement; and

WHEREAS, the Municipality desires to engage Consultant to provide sewer field inspection services which were not included in the original scope of services (the “Additional Services”); and

WHEREAS, the Consultant agrees to provide the Additional Services, subject to the terms and conditions of the Agreement as set forth herein.

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

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Upon execution of this Amendment by the Parties, Consultant shall perform Additional Services.
3. In addition to the Inspection Services currently provided under Section 2 of the Agreement, Consultant shall provide sewer field inspection services as requested by the Municipality.
4. Municipality shall compensate Consultant for Additional Services rendered at the following rates:
 - a. Engineering Plan Review and Management: One Hundred and Ninety-Seven Dollars (\$197.00) per hour
 - b. Construction and Engineering Field Inspector: One Hundred and Sixty-Seven Dollars (\$167.00) per hour
5. All other conditions and terms of the original Agreement, First Amendment, and Second Amendment not specifically amended herein, shall remain in full force and effect.

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

SAFEbuilt GEORGIA, LLC

TOWN OF TYRONE, GEORGIA

Signature: Matthew K. Causley
Digitally signed by Matthew K. Causley
Date: 2026.10.07 21:45:51 -04'00'

Signature: _____

Name: Matthew K. Causley

Name: _____

Title: Chief Operating Officer

Title: _____

Date: October 7, 2026

Date: _____