TOWN COUNCIL MEETING - REVISED

November 19, 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 the November 5, 2026, minutes.

2. Approval of Mutual Aid Agreements with the Peachtree City Police Department for the Crime Suppression Unit and the Special Response Team.

3. Consideration of a Memorandum of Agreement with The University of Georgia Research Foundation, Inc. to fund a classification and salary study for an amount not to exceed $20,233.00.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

4. 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

5. Consideration of a renewed three-year contract with AMWaste for residential curbside sanitation and recycling. **- Brandon Perkins, Town Manager**

6. Consideration to award project 2026 Pump Station #3 Generator Replacement (PW-2026-05) to Helix Grading & Utility, LLC for a price not to exceed $103,500.00. **Katie Swann, Engineering Specialist**

7. Consideration to approve an amendment to the Town of Tyrone Employee Handbook to add provisions for an On-Call/Standby Duty policy (Chapter 20). **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
November 05, 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:
Sandy Beach, Finance Manager
Randy Mundy, Police Chief

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

Mr. Mike Anderson, who lives on Wicklow St., spoke on behalf of Father Valery Akoh, pastor of Saint Matthew Catholic Church, and expressed concerns shared by the pastor and parish community regarding the proposed data center, which would border two sides of church property. Concerns included noise and light pollution, environmental impacts, private wells, utility costs, property values, and future site restoration. He also cited potential impacts on parish attendance, the Family Life Center, community garden, and food pantry. Mr. Anderson requested protective ordinances, a complete environmental impact assessment before permitting, and collaboration with local experts, including TARG. He offered the parish's assistance and requested updates on Council actions.

Isiah Parnell, who lives on Stonewyck Dr., shared that he and his wife had the same concerns regarding the data center. He then shared his concerns regarding the mural on the Tyrone Museum wall, the Town website, and museum brochures, which acknowledge Europeans and Native Americans but omit the early contributions of African Americans and enslaved people who helped build the area's agricultural economy. He cited Little Vine Baptist Church on Handley Road, founded by former slaves and descendants. He asked Council to direct the Town Manager to review and update the official website using respectful, non-pejorative language.

Chris Guerriero, who lives on Calverton Place, thanked Council for the Veterans Day recognition. He reiterated opposition to the data center and urged legal and Council action to stop it. He mentioned outreach involving Father Valery and the Archbishop.

DRAFT

Ellie Varela, who lives on Mann Rd. reiterated opposition to Project Rita, emphasizing effects on residents' livelihoods. She requested a formal status update, transparency, and a concrete timeline for data center-specific ordinances rather than generic presentations.

Carrie Klarl, who lives on Mann Rd. opposed Project Rita and cited concerns about water use, noise, reduced property values, diesel emissions, and the Town's ability to provide adequate oversight. She asked that projected tax revenues and calculations be published on the Town website and to adopt protective standards, including community impact analyses, a ban on evaporative cooling, low-frequency sound limits, decommission plans, and Tier 4 generator requirements.

Jay Horne, a Fairburn resident, reported regional opposition from Fairburn residents who live approximately four miles from the site. He cited uncertainty about effects on water use, the economy, and the environment and requested greater regional inclusion and community buy-in.

Donna Wesley, who lives on Millbrook Village Dr., expressed disappointment about locating a data center in the middle of a residential neighborhood. She asked about Town funds for compliance oversight and requested a firm timeline and concrete protections before construction begins.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda with the removal of number 6 (Night Market).

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 October 15th, 19th, and 20th 2026, minutes.

2. Approval to revise the Town's 2026 Holiday schedule to add December 21st and 22nd as paid holidays.

   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. PUBLIC HEARINGS

VIII. PRESENTATIONS

IX. OLD BUSINESS

3. Consideration to approve a Resolution requesting the General Assembly to pass local legislation calling for a referendum determining whether to impose a Local Homestead Option Sales Tax (LHOST) for Fayette County. - Brandon Perkins, Town Manager

   Mr. Perkins explained that a similar resolution passed on June 18th during a special legislative session, but legislature did not act on it. Resubmission would prepare the request for the upcoming regular session. The proposed one-cent sales tax would be dedicated to reducing property taxes on homestead properties. Council Member Campbell clarified that if approved, the local sales tax would be 8 cents. Mayor Dial also clarified that if approved, it would go to the General Assembly, and voters would essentially decide the outcome.

   A motion was made to approve a resolution requesting the General Assembly to pass local legislation calling for a referendum determining whether to impose a Local Homestead Option Sales Tax (LHOST).

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

4. Consideration to approve staff to recruit citizen applicants to serve on a council-appointed 50th Founders Day committee. - Brandon Perkins, Town Manager

   Mr. Perkins presented survey feedback from 50 responders about the recent Founders Day event: 32 were from Tyrone, 7 from Fayette County, and 11 were from outside the county. The reviews were mixed. The main complaint was a lack of children's activities and carnival ride issues. He requested authorization to recruit applicants for a Council-appointed committee of approximately 10-12 members, including 1-2 Council members. Council Member Whelan asked for the number of attendees and suggested that ticket numbers could be helpful. They discussed the benefits of a Council-appointed committee, including public meeting notices, official minutes, transparency, and increased community significance. Council Member Wheeler expressed interest in serving, as did Council Member Campbell. Staff proposed posting application forms online and on social media, with the Council making final appointments.

   A motion was made to direct staff to recruit citizen applicants to serve on a council-appointed 50th Founders Day committee.

   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.

X. NEW BUSINESS

5. Consideration of a revision of the Town's fee schedule to include a day rental rate for indoor facilities of $600.00/day for up to 8 hours. - Brandon Perkins, Town Manager

Mr. Perkins shared that the Town adopted a facility rental policy and fee schedule in September 2025 that did not include a full-day rate for the Roger Spencer building. A resident recently requested a daily rate. The existing hourly rate was $100, and the existing deposit was $100. Mr. Perkins proposed $600 for up to eight hours based on prior discussions. Council Members Wheeler and Campbell expressed that $600 was too high and suggested $400. Council discussed resident versus nonresident rates. Council Member Hunter shared the need for operating and maintenance costs, the facility's condition, and comparable rental prices and amenities before setting a rate. The conversation continued regarding upkeep and accessibility to Town residents. Council Member Whelan suggested a rate of $500 that could be raised in the future if needed.

A motion was made to approve a revision of the Town's fee schedule to include a day rental rate for indoor facilities of $500 a day for up to 8 hours.

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

XII. STAFF COMMENTS

Mr. Perkins announced the Veterans Day Celebration at Veterans Memorial Park Pavilion on November 11th at 11:00 a.m.

Mr. Trocquet reported that a noise and lighting ordinance was drafted and sent to legal for review. Those should return for Council's approval in December. He also informed everyone that Microsoft submitted a complete site plan application on Monday. Technical review coordination began with staff reviewers, the county, and a consulting engineering firm. The anticipated first-round review comments are due by December 2, 2026. He anticipated two to three rounds of review comments, with a typical turnaround of 60 to 90 days. He stated that there were questions regarding ordinances. Some types of ordinances cannot go into effect post site plan submission; however, those regarding health, safety, and welfare items can be enacted. After the conceptual and final site plan review would be the land disturbance permit issuance, then the building phase. Other items get applied at that point as well. He added that just because they have a site plan does not mean the current ordinances staff was working on would not be applied, such as noise and light.

Council members asked about cooling systems, noise mitigation, community outreach, impact analyses, and ordinance compliance. Mr. Trocquet stated that Town ordinances require impact analyses, and that water and sewer usage data would be used to evaluate cooling systems, including closed-loop versus evaporative systems. Council also shared concerns regarding whether Microsoft submitted what was initially planned and if surrounding churches and schools would be informed. Mr. Trocquet assured Council that they would receive status updates regarding the submission. He added that the formal site plan, architectural, and landscaping approvals fall under the Planning Commission.

Mr. Trocquet indicated that discussions and public concerns regarding the data center are anticipated to be included as part of the Comprehensive Plan public engagement process. Mr. Trocquet reported that the comprehensive plan for public engagement would involve local homeowners' associations, including Rivercrest HOA. A meeting with the HOA was discussed, subject to HOA board approval to open the meeting to nearby residents. Mr. Perkins shared that no other organizations have reached out to meet with him regarding the data center.

XIII. COUNCIL COMMENTS

Council Member Hunter asked if Tyrone Museum leadership and staff could meet with Mr. Parnell regarding his concerns for an extra layer of richness to our history. Mr. Perkins stated that he would move forward; however, correct information needed to be acquired to get this right. Council Member Hunter also gave a shout-out to Captain DeLoose for his assistance and positive interaction with elementary students.

Council Member Campbell inquired about acquiring exercise equipment at one of our parks; it could be a good Boy Scout Eagle project. Mr. Perkins stated that he would move forward and get back to Council. Council Member Campbell inquired about the Shamrock Industrial Park emergency exit. Mr. Trocquet stated that the project had begun, trees were removed, and gravel was installed. Crews were deconstructing a berm containing unsuitable soil and concrete. They were preparing to bring in infill.

Mayor Dial announced that Fayette County had the highest voter turnout among Georgia's 159 counties at 67%. He also thanked Mr. Bowman and the Public Works crew for placing the crosses at Veterans Memorial Park.

Council Member Whelan asked Mr. Perkins for an update on decommissioning and the closed-loop process for the data center. Mr. Perkins shared that staff would meet with the legal department next week regarding the progress. Council Member Whelan announced that the Veterans Committee was part of the Veterans Day celebration next week and invited everyone. The committee's goal was to obtain a static piece for the park, and they were in the fundraising phase. She added to please contact her or the board chairman with any questions.

XIV. EXECUTIVE SESSION

A motion was made to approve the Executive Session minutes from October 15, 2026, with the amendment to reflect Council Member Hunter's absence.

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.

XV. ADJOURNMENT

A motion was made to adjourn.
Motion was made by Council Member Campbell.
Voting Yea: Council Member Campbell, Council Member Whelan, Council Member Hunter, Council Member Wheeler.

The meeting adjourned at 8:00 p.m.

By: _____ Attest: _____

Eric Dial, Mayor Dee Baker, Town Clerk

COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular
Meeting Date: November 19, 2026
Agenda Item Type: Consent Agenda
Staff Contact: Chief Randy Mundy

STAFF REPORT

AGENDA ITEM:

Memorandum of Agreement with the Peachtree City Police Department.

BACKGROUND:

The Peachtree City Police Department is requesting that the Town of Tyrone Police Department enter into two formal Memorandums of Agreement allowing for a cooperative framework between the two agencies while conducting criminal investigations. One agreement allows the Peachtree City Police Department's Crime Suppression Unit to work jointly with the Tyrone Police Department on joint investigative matters, when needed. The other allows the Peachtree City Police Department's Special Response Team to respond to high risk calls for service in Tyrone, when needed. These agreements have been reviewed by legal.

FUNDING:

Click or tap here to enter text.

STAFF RECOMMENDATION:

Staff recommends the approval of both Memorandums of Agreement between the Town of Tyrone Police Department and the Peachtree City Police Department.

ATTACHMENTS:

Memorandum of Agreement

PREVIOUS DISCUSSIONS:

None

AGREEMENT FOR SPECIAL MUTUAL AID – CRIME SUPPRESSION UNIT

This Agreement (the "Agreement") is made and entered into this ___ day of _____, 2026, by and between the City of Peachtree City, Georgia ("PTC"), and the Town of Tyrone, Georgia ("Tyrone"), both municipal corporations of the State of Georgia (which are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, it is the responsibility of the governments of the City of Peachtree City, Georgia and the Town of Tyrone, Georgia to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, the City of Peachtree City and the Town of Tyrone have determined that it is to the mutual advantage and benefit of the Parties to provide cooperative law enforcement and investigative assistance through the Crime Suppression Unit ("CSU") of the City of Peachtree City Police Department when requested by Tyrone; and

WHEREAS, the Parties desire to enter into this Agreement for mutual aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 11, Paragraph 3, and O.C.G.A. § 36-69-1, et seq., "The Georgia Mutual Aid Act"; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

ARTICLE I – MUTUAL AID

Paragraph 1.0 The City of Peachtree City Police Department agrees to provide Crime Suppression Unit services to the Town of Tyrone Police Department when requested and approved pursuant to this Agreement.

Paragraph 1.1 CSU services may include, but are not limited to:

a. Specialized investigations;

b. Targeted enforcement operations;

c. Intelligence-led crime reduction initiatives;

d. Surveillance operations;

e. Interdiction operations; and

f. Other strategic enforcement activities mutually agreed upon by the Parties.

CSU services contemplated by this Agreement are intended primarily for non-emergency, strategic, and intelligence-driven enforcement efforts.

Paragraph 1.2 The provision of CSU assistance shall be subject to the sole and absolute discretion of the PTC Police Chief or designee. PTC may approve, deny, condition, delay, limit, reduce, withdraw, or terminate assistance based upon personnel or resource availability, operational priorities, safety, legal or policy considerations, planning or intelligence, the scope or complexity of the requested operation, or any other circumstance that makes deployment inadvisable. Such denial, limitation, or withdrawal shall not constitute a breach of this Agreement, and PTC shall notify the Requesting Agency as soon as reasonably practical when assistance is withdrawn.

Paragraph 1.5 While operating within the jurisdiction of Tyrone pursuant to this Agreement, PTC personnel shall exercise such law enforcement authority as is authorized by applicable Georgia law and as granted by the Requesting Agency. Tyrone shall provide written authorization and shall cross-commission CSU personnel when required to lawfully exercise enforcement authority within its jurisdiction.

Paragraph 1.6 PTC CSU personnel shall remain employees of PTC for purposes of compensation, workers' compensation, supervision, liability, and other employment-related matters. Nothing contained in this Agreement shall create an employment, agency, or other contractual relationship between PTC personnel and Tyrone.

Paragraph 1.7 Command and control of personnel and operations conducted pursuant to this Agreement shall be governed by Article III.

The Requesting Agency shall retain overall jurisdictional authority and responsibility for decisions concerning case direction, charging decisions, and prosecutorial strategy. The designated PTC CSU Supervisor shall retain operational control over PTC personnel assigned to the operation.

Coordination between the Parties shall follow unified operational principles whenever practical.

Paragraph 1.8 To the extent necessary and as mutually agreed upon by the Police Chiefs or their designees, the Parties may participate in joint training exercises designed to promote interoperability of operations, communications, investigative practices, and operational philosophy.

ARTICLE II – REQUEST PROCEDURES

Paragraph 2.0 Requests for CSU assistance may be made by the Chief of Police, Major, Investigative Supervisor, or other command personnel designated by either Party.

Paragraph 2.1 Requests for CSU assistance should include, whenever practical:

a. The nature of the investigation or operation;

b. Operational goals;

c. Known intelligence;

d. The anticipated timeline;

e. The anticipated scope of the operation;

f. Known threats or hazards;

g. Relevant command and contact information;

h. Staging location, when applicable; and

i. Any other information reasonably necessary to evaluate the request.

Paragraph 2.2 Requests shall be coordinated through the respective command staffs. The PTC Police Chief or designee shall determine whether assistance is approved and, if approved, the level and scope of PTC participation.

Paragraph 2.3 The Requesting Agency shall be responsible for ensuring that operations are supported by adequate planning, legal review when applicable, and appropriate risk assessment. PTC may require modifications to a proposed operation as a condition of participation.

PTC may require modifications to a proposed operation as a condition of its participation and may decline participation in any operation that it determines presents an unreasonable operational, legal, or safety risk.

ARTICLE III – COMMAND AND CONTROL

Paragraph 3.0 The Requesting Agency shall retain overall jurisdictional authority over operations occurring within its jurisdiction.

Paragraph 3.1 The Requesting Agency shall retain responsibility for case direction, charging decisions, prosecutorial strategy, and final case disposition unless otherwise agreed upon in writing.

Paragraph 3.2 The PTC CSU Supervisor shall maintain operational and tactical control of PTC CSU personnel assigned under this Agreement, subject to the overall jurisdictional command structure.

Paragraph 3.3 PTC personnel shall report, as appropriate, to both the designated liaison or commander of the Requesting Agency and the PTC CSU Supervisor.

Paragraph 3.5 In the event of a conflict between the policies of the participating agencies, PTC personnel shall adhere to their home agency policies unless otherwise expressly authorized by competent authority.

ARTICLE IV – EVIDENCE AND CASE MANAGEMENT

Paragraph 4.0 The Requesting Agency shall retain primary responsibility for case ownership unless otherwise agreed upon in writing.

Paragraph 4.1 Evidence collected during operations conducted pursuant to this Agreement shall be handled in accordance with the Requesting Agency's evidence procedures unless otherwise directed or mutually agreed upon.

Paragraph 4.2 The chain of custody for evidence shall be clearly documented and maintained at all times.

Paragraph 4.3 PTC reserves the right to maintain copies of reports, intelligence, evidence, photographs, recordings, and other investigative materials relevant to its personnel or operations, subject to applicable law.

Paragraph 4.4 PTC personnel shall complete reports in accordance with PTC policies. Copies of reports generated as part of an operation under this Agreement shall be provided to both Parties in a timely manner, subject to applicable law and legal restrictions.

Paragraph 4.5 The Requesting Agency shall be responsible for court appearances, discovery compliance, and prosecutorial coordination unless otherwise agreed upon by the Parties.

ARTICLE V – COMMUNICATIONS

Paragraph 5.0 The Parties shall utilize interoperable communication systems whenever practical.

Paragraph 5.1 Separate command and tactical communications channels should be established whenever operationally feasible.

Paragraph 5.2 Secure communication channels shall be utilized for investigative coordination, operational updates, and the exchange of sensitive law enforcement information whenever practical.

Paragraph 5.3 Communications between the Requesting Agency's command structure and the PTC CSU Supervisor shall be maintained throughout operations whenever practical.

Paragraph 5.4 Information shared pursuant to this Agreement shall be used solely for legitimate law enforcement purposes and shall be handled in accordance with applicable federal, state, and local laws, regulations, policies, and procedures, including applicable requirements governing criminal intelligence information.

Neither Party shall disseminate intelligence, investigative information, or operational details to third parties without prior approval of the other Party, unless such disclosure is required by law.

Paragraph 5.5 Public information releases concerning joint operations shall be coordinated between the Parties. Neither Party shall issue a press release or public statement concerning a joint operation without prior coordination with the other Party, unless disclosure is required by law.

ARTICLE VI – LIABILITY

Paragraph 6.0 There is no special duty imposed by this Agreement upon PTC, the PTC Police Department, or their respective agents or employees to respond to any request for assistance.

Paragraph 6.1 Each Party shall remain responsible for the acts and omissions of its own employees and shall provide for the defense of its employees in any civil action arising from actions taken under this Agreement, subject to applicable law.

Paragraph 6.2 Nothing contained in this Agreement shall be construed as a waiver of either Party's sovereign immunity, governmental immunity, qualified immunity, official immunity, or any other immunity or exemption from liability provided by law.

Paragraph 6.3 Each Party shall maintain appropriate liability insurance or self-insurance coverage for its personnel as required by applicable law and its policies.

Paragraph 6.4 Any injury to personnel participating in an operation under this Agreement shall be reported immediately to both Parties. Workers' compensation claims shall be the responsibility of the Party regularly employing the injured individual.

ARTICLE VII – COMPENSATION AND FINANCIAL RESPONSIBILITY

Paragraph 7.0 Except as otherwise specifically provided herein, each Party shall bear the salaries, benefits, workers' compensation costs, and other personnel expenses of its own employees without cost to the other Party.

Paragraph 7.1 The mutual advantage and protection afforded by this Agreement shall constitute adequate consideration to both Parties.

Paragraph 7.2 The Requesting Agency shall be responsible for pre-approved operational expenses and specialized investigative costs when such expenses have been agreed upon in advance by both Parties.

Paragraph 7.3 Extraordinary expendable operating supplies shall be reimbursed by the Requesting Agency only when such reimbursement has been approved in advance by both Parties.

ARTICLE VIII – EQUIPMENT AND RESOURCES

Paragraph 8.0 PTC shall provide the equipment and resources it determines are necessary and available for CSU operations conducted pursuant to this Agreement.

Paragraph 8.1 Specialized investigative equipment and tools supplied by PTC shall remain the property of PTC unless otherwise agreed upon in writing.

Paragraph 8.2 Shared resources or equipment not otherwise addressed by this Agreement shall require a separate written agreement or documented authorization between the Parties.

ARTICLE IX – USE OF FORCE AND OPERATIONAL POLICIES

Paragraph 9.0 PTC personnel shall comply with PTC use-of-force policies and all applicable federal, state, and local laws.

Paragraph 9.1 Enforcement actions shall be coordinated with the Requesting Agency's leadership whenever practical.

Paragraph 9.2 High-risk operations, including but not limited to search warrants, surveillance operations involving felony suspects, and interdiction operations, shall be coordinated in advance and may require a written operational plan.

ARTICLE X – RELEASE OF CLAIMS

Paragraph 10.0 To the extent permitted by Georgia law, each Party agrees to hold harmless and release the other Party from liabilities, suits, claims, judgments, costs, or demands for damage to its own property arising directly or indirectly from the use of any vehicle, equipment, or apparatus being used by the other Party during the provision of services pursuant to this Agreement, except as otherwise provided by law or expressly provided herein.

ARTICLE XI – INJURIES TO PERSONNEL

Paragraph 11.0 Injuries to personnel shall be handled as provided in Paragraph 6.4.

ARTICLE XII – NO BENEFIT TO THIRD PARTIES

Paragraph 12.0 This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party, and no third party shall have any right of action hereunder for any cause whatsoever.

ARTICLE XIII – ADEQUATE COVERAGE FOR OWN JURISDICTION

Paragraph 13.0 Each Party's primary obligation is to provide adequate law enforcement coverage within its own jurisdiction. Requests for assistance remain subject to the discretion set forth in Paragraph 1.2.

ARTICLE XIV – TERM OF AGREEMENT

Paragraph 14.0 This Agreement shall commence upon its approval by the respective governing bodies of the Parties. This Agreement shall automatically renew for successive five-year terms

until such time as written notice of termination is received by either Party at least thirty (30) days prior to the expiration of the initial term or any renewal term thereafter.

Paragraph 14.1 Notwithstanding the foregoing, either Party may terminate this Agreement by providing no less than thirty (30) days written notice to the other Party. Upon expiration of the thirty-day notice period, this Agreement shall terminate.

Paragraph 14.2 Pursuant to Georgia law, this Agreement shall not extend beyond the maximum period permitted by law.

ARTICLE XV – ADMINISTRATION

Paragraph 15.0 For purposes of liaison and administration, the PTC Police Chief and the Tyrone Police Chief, or their respective designees, shall be jointly responsible for administration of this Agreement.

Paragraph 15.1 The Police Chiefs, or their designees, may establish and modify written operational procedures consistent with this Agreement. Such procedures shall not amend this Agreement.

ARTICLE XVI – REVIEW AND REVISION

Paragraph 16.0 The Parties shall periodically review this Agreement as necessary.

ARTICLE XVII – CONSTRUCTION

Paragraph 17.0 Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other mutual aid agreement or applicable law of the State of Georgia.

ARTICLE XVIII – COMPLIANCE WITH LAW

Paragraph 18.0 Each Party agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, and constitutional requirements in the performance of activities under this Agreement.

Paragraph 18.1 All law enforcement actions taken pursuant to this Agreement shall be conducted in a fair, impartial, and non-discriminatory manner consistent with applicable law and the constitutional rights of all persons.

Paragraph 18.2 Each Party affirms that personnel assigned under this Agreement shall be properly trained, certified, and qualified in accordance with applicable standards and agency requirements.

ARTICLE XIX – ENTIRE AGREEMENT

Paragraph 19.0 This Agreement constitutes the entire agreement between the Parties concerning the CSU services contemplated herein. Any amendment or modification shall be in writing and approved and executed by both Parties.

ARTICLE XX – SEVERABILITY OF TERMS

Paragraph 20.0 In the event any part or provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI – GOVERNING LAW

Paragraph 21.0 This Agreement shall be governed in all respects as to its validity, construction, capacity, and otherwise by the laws of the State of Georgia.

ARTICLE XXII – OPERATIONAL PROCEDURES

Paragraph 22.0 Operational procedures developed pursuant to this Agreement shall be governed by Paragraph 15.1.

IN WITNESS WHEREOF, the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

CITY OF PEACHTREE CITY, GEORGIA	**TOWN OF TYRONE, GEORGIA**
_____	_____
Mayor, City of Peachtree City	Mayor, Town of Tyrone
Attest:	
_____	_____
Clerk, City of Peachtree City	Clerk, Town of Tyrone
APPROVED AS TO FORM:	
_____	_____
Attorney, City of Peachtree City	Attorney, Town of Tyrone

AGREEMENT FOR SPECIAL MUTUAL AID – SPECIAL RESPONSE TEAM

This Agreement (the "Agreement") is made and entered into this ___ day of _____, 2026 by and between the City of Peachtree City, Georgia ("PTC"), and the Town of Tyrone, Georgia ("Tyrone"), both municipal corporations of the State of Georgia (which are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, it is the responsibility of the governments of the City of Peachtree City, Georgia and the Town of Tyrone, Georgia to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, the City of Peachtree City and the Town of Tyrone have determined that it is to the mutual advantage and benefit of each of the Parties hereto PTC provide service to Tyrone though the Special Response Team ("SRT") of the City of Peachtree City Police Department when requested by Tyrone; and

WHEREAS, it is the desire of the Parties hereto to enter into this Agreement for mutual aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 11, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A § 36-69-1, et. seq., "The Georgia Mutual Aid Act."

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

ARTICLE I -MUTUAL AID

Paragraph 1.0 The City of Peachtree City Police Department agrees to provide service of the SRT to the Town of Tyrone Police.

Paragraph 1.1 PTC agrees to provide the SRT to Tyrone in those instances permitted under the Georgia Mutual Aid Act. The request for such assistance of the SRT, and approval of such assistance being provided, shall be as determined by the PTC and Tyrone Police Chiefs or their designees.

Paragraph 1.2 The level of service of the SRT shall be at a level mutually agreed upon by the PTC Police Chief, or designee, and the Tyrone Police Chief, or designee. Upon approval from the Tyrone Police Chief or designee, the PTC Police Chief, or designee, shall determine the actual amount of equipment and staff it will supply or make available in each instance or emergency, based upon the available personnel, equipment and local conditions at the time of the emergency. Resource availability shall be determined in the sole discretion of the PTC Police Chief, or designee. The determination of the number of personnel, equipment, and specialized resources deployed shall remain within the sole discretion of the PTC Police Chief or designee.

Nothing contained herein shall be construed to require PTC to deploy all or any specific portion of its Special Response Team.

The SRT Commander designated by PTC shall retain tactical and operational control over all SRT personnel assigned under this Agreement. The requesting agency's Incident Commander shall retain overall incident command of the event. Unified Command principles shall be utilized whenever practical.

Paragraph 1.3 It is expressly agreed that the SRT may be recalled at the discretion of the PTC Police Chief or designee of the Party providing aid.

PTC may reduce or withdraw personnel, equipment, or other resources at any time whenever the Chief of Police or designee determines continued deployment would:

- compromise PTC's ability to provide police services within its own jurisdiction;
- create an unreasonable risk to personnel;
- exceed available operational capabilities; or
- otherwise no longer serves the interests of public safety.

PTC shall notify the requesting agency's Incident Commander as soon as reasonably practical.

Paragraph 1.4 Personnel furnished pursuant to this Agreement shall work under their own supervisors to the greatest extent practical while remaining subject to the overall incident command structure established for the event.

Paragraph 1.5 All general direction relative to the work will be given by the appropriate officers of the Tyrone Police Department. Tactical decisions involving SRT operations shall remain the responsibility of the PTC SRT Commander.

Paragraph 1.6 It is further agreed that, to the extent necessary as determined and agreed upon by the Police Chiefs for each Party, the Parties will participate in joint training exercises to promote interoperability of operations and philosophy.

Requests for deployment should include, whenever practical:

- nature of the incident;
- location;
- known threats or hazards;
- command contact information;
- staging location; and
- any known intelligence relevant to deployment.

ARTICLE II - LIABILITY

Paragraph 2.0 There is no special duty imposed by this Agreement on the PTC Police Department, or its respective agents and/or employees, to respond to emergency calls pursuant to this Agreement.

Paragraph 2.1 Nothing contained in this Agreement shall be construed to create an employment or agency relationship between the agents and employees of PTC and Tyrone; no agent or employee of PTC shall be deemed to be an employee or agent of Tyrone because of any action or incident arising pursuant to this Agreement.

Paragraph 2.2 All damage or repairs to any equipment or apparatus shall be the responsibility of PTC, provided, however, if equipment belonging to PTC is damaged during an incident for which state or federal reimbursement becomes available, Tyrone agrees to cooperate with PTC in seeking reimbursement from the applicable funding source. Nothing herein shall obligate Tyrone to reimburse PTC except as otherwise required by law or separately agreed in writing.

Paragraph 2.3 Nothing contained in this Agreement shall be construed to be a waiver of either Party's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

ARTICLE III – COMPENSATION

Paragraph 3.0 Except as provided for in Paragraph 2.2 above, no Party under this Agreement will be required to pay any compensation to the other Party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 3.1 The mutual advantage and protection afforded by this Agreement is considered adequate consideration to both Parties.

Paragraph 3.2 Each Party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.

Paragraph 3.3 Each Party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other Party.

During extended deployments, the requesting agency shall make reasonable efforts to provide food, water, restroom facilities, and rehabilitation resources for deployed personnel.

Paragraph 3.4 The requesting agency shall reimburse PTC for extraordinary expendable operating supplies only when such reimbursement has been approved in advance by both agencies.

ARTICLE IV – COMMUNICATIONS

Paragraph 4.1 Agencies shall utilize interoperable communications whenever practical. Separate command and tactical channels should be established whenever operationally feasible. Communications between Incident Command and the SRT Commander shall be maintained throughout the incident.

ARTICLE V - RELEASE OF CLAIMS

Paragraph 5.0 Except as provided for in Paragraph 2.2 above, and to the extent permitted by Georgia law, each of the Parties agree to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other Party during the provision of service pursuant to this Agreement.

ARTICLE VI – INJURIES TO PERSONNEL

Paragraph 6.0 Any damage or other compensation which is required to be paid to any PTC or Tyrone employee by reason of his/her injury occurring while his/her services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person.

ARTICLE VII - NO BENEFIT TO THIRD PARTIES

Paragraph 7.0 This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE VIII - TERM OF AGREEMENT

Paragraph 8.0 This Agreement shall commence upon its approval by the respective governing bodies of the Parties. This Agreement shall automatically renew for successive five-year terms until such time as written notice of termination or notification is received by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter. Pursuant to Georgia law, this Agreement cannot extend beyond fifty (50) years.

Paragraph 8.1 Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than ninety (90) days written notice to the other Party and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

ARTICLE IX - STANDBY OF EQUIPMENT

Paragraph 9.0 PTC agrees and acknowledges that it will be responsible to provide the backup coverage necessary for its own police department.

ARTICLE X - ADMINISTRATION

Paragraph 10.0 It is agreed by each of the Parties that for the purpose of liaison and administration, the PTC Police Chief and the Tyrone Police Chief shall be jointly responsible.

The Chiefs of Police, or their designees, may establish written operational procedures consistent with this Agreement. Such procedures shall not amend this Agreement and may be modified administratively.

ARTICLE XI - CONSTRUCTION

Paragraph 11.0 Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other mutual aid agreement as specifically provided by the laws of the State of Georgia.

ARTICLE XII - ADEQUATE COVERAGE FOR OWN JURISDICTION

Paragraph 12.0 Each Party is responsible for providing adequate coverage for its own jurisdiction. Each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual aid.

ARTICLE XIII – ENTIRE AGREEMENT

Paragraph 13.0 This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 13.1 This Agreement shall be the sole instrument for the provision services by the SRT and PTC to Tyrone.

ARTICLE XIV – SEVERABILITY OF TERMS

Paragraph 14.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV – GOVERNING LAW

Paragraph 15.0. This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise, by the laws of the State of Georgia.

ARTICLE XVI – OPERATIONAL PROCEDURES

Paragraph 16.0 Nothing contained in this Agreement shall prohibit the Parties from developing standard operating procedures governing tactical operations, communications, equipment, deployment protocols, or training provided such procedures do not conflict with this Agreement.

IN WITNESS WHEREOF, the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

CITY OF PEACHTREE CITY, GEORGIA

_____
Mayor, City of Peachtree City

Attest:

_____
Clerk, City of Peachtree City

APPROVED AS TO FORM:

_____
Attorney, City of Peachtree City

TOWN OF TYRONE, GEORGIA

_____
Mayor, Town of Tyrone

_____
Clerk, Town of Tyrone

_____
Attorney, Town of Tyrone

COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular
Meeting Date: November 19, 2026
Agenda Item Type: Consent Agenda
Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Approval of a Memorandum of Agreement with The University of Georgia Research Foundation, Inc. to fund a classification and salary study for an amount not to exceed $20,233.00.

BACKGROUND:

Council directed staff to include funding in the FY 2026-2027 budget for a third-party classification and salary study to ensure that the Town's compensation plan remains competitive and internally equitable. Staff subsequently requested a proposal from the University of Georgia's Carl Vinson Institute of Government (CVIG), a respected organization with extensive experience conducting classification and compensation studies for Georgia local governments. Council subsequently approved staff to move forward with that quote on July 2, 2026.

The purpose of this agenda item is for Council to consider approval of the attached Memorandum of Agreement with the UGA Research Foundation, Inc. to move forward with the study. The Town attorney has completed a review of the document and had no requested edits.

FUNDING:

Funding for this item - $20,233.00 - was approved in the FY2027 Admin budget.

STAFF RECOMMENDATION:

Staff recommends approval of the MOA.

ATTACHMENTS:

1. Memorandum of Agreement

PREVIOUS DISCUSSIONS:

July 2, 2026

MEMORANDUM OF AGREEMENT

This agreement is made and entered into as of the date of execution, by and between the **Town of Tyrone, Georgia** party of the first part, hereinafter called the COOPERATOR, and The University of Georgia Research Foundation, Inc., (UGARF) hereinafter called the FOUNDATION to fund this project to be performed at the University of Georgia (UGA). It is agreed and understood that UGARF has the authority to contract for performance of this project that will be subcontracted to UGA. Under subcontract from UGARF, UGA via the FOUNDATION will perform all obligations of UGARF under this agreement.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with the FOUNDATION and inasmuch as the FOUNDATION is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

The FOUNDATION will:

a. Carry on the cooperative service in the FOUNDATION substantially as set forth in the attached outline marked "Exhibit A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of three years after final payment under this agreement, have access to and the

right to examine any directly pertinent books, documents, papers, and records of the FOUNDATION involving transactions related to this agreement.

c. Expend monies received under Section II, below, for the object of the service in a manner to be determined by said FOUNDATION. The FOUNDATION is authorized to transfer funds between various budget categories without specific and separate approval by the COOPERATOR. This is a **fixed fee** contract.

Section II

COOPERATOR will pay the FOUNDATION a fixed fee of. $20,233. No federal dollars are involved in this Memorandum of Agreement. An invoice for $20,233 will be sent on May 31, 2027, and being due within thirty days of receipt. The invoice will be sent to: Brandon Perkins, Town Manager, Town of Tyrone, 950 Senoia Road, Tyrone, Georgia 30290 Phone: 770.487.4038 ext. 101 Email: brandon.perkins@tyronega.gov

Section III

The term of this agreement shall be from September 1, 2026, to May 31, 2027. However, it may be terminated by either party by written notice of such intent submitted 90 days in advance. In the event of such termination the COOPERATOR will pay the FOUNDATION a prorated portion of the upcoming installment consistent with the revised termination date and will pay the FOUNDATION for all non-cancellable and outstanding obligations related to this contract. The FOUNDATION will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the parties hereto. Any modification hereto shall be in writing and signed by all parties.

Section V

This agreement may be renewed annually if the COOPERATOR wishes to expand the scope of the project and extend its time frame and the FOUNDATION agrees to do so. If the agreement is renewed without other substantive modification, such renewal may be evidenced by letter of agreement signed by the first party and by the official(s) authorized to execute the agreement on behalf of the second party.

Section VI

Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, religion, veteran status, or disability.

Section VII

Should the parties to this agreement decide that it would be advantageous to publish the results of this cooperative undertaking, either party can do so without consulting the other. Publication by either party shall give proper credit to the other party.

IN WITNESS WHEREOF, this agreement is entered into on the date of execution.

FOR THE UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.:

_____
Susie Weller, Grants Officer

_____
Date

FOR THE TOWN OF TYRONE, GEORGIA

_____
Eric Dial, Mayor

_____
Date

Carl Vinson Institute of Government
UNIVERSITY OF GEORGIA

PROPOSAL FOR SERVICES

Exhibit A

PROPOSAL FOR SERVICES

Town of Tyrone —Classification and Salary Study

June 24, 2026

Carl Vinson Institute of Government | University of Georgia

BACKGROUND AND PURPOSE

This proposal is responsive to the Town of Tyrone's request to have the University of Georgia Carl Vinson FOUNDATION complete a classification and salary study for the Town.

SCOPE OF WORK

The FOUNDATION faculty and staff will take several steps or phases to develop a new custom wage survey and pay plan for full-time and permanent part-time positions with the Town of Tyrone.

Elected Officials, contract, and temporary positions will not be included in the project.

FOUNDATION faculty and staff will provide the following services as part of this project:

Classification Study

- FOUNDATION faculty and staff will conduct video conference work plan meetings with the Town Manager from the Town of Tyrone. The work plan meetings will involve reviewing/discussing the Town's existing classification and compensation plan information, developing project strategies, and scheduling project activities.

- FOUNDATION faculty and staff will conduct remote meetings with administration staff, department directors, and select non-supervisory employees from the Town of Tyrone. The orientation meetings will describe in detail the activities required to successfully develop the classification and compensation plan for all positions covered under the Town's personnel plan.

- Orientation Meeting #1 – Videoconference Orientation meeting with Department Directors/Assistant Department Directors to review study information and documents.

- Orientation Meeting #2 – Videoconference Orientation meeting with employees and from each department in the Town of Tyrone to review study information and documents.

- FOUNDATION faculty and staff will develop a detailed position description questionnaire to be distributed after the orientation sessions and to be completed by incumbents in full-time positions.

- FOUNDATION faculty and staff will determine the number of interviews and/or job audits that will need to be conducted to ensure adequate data for generating new position specifications and complete and validate job classifications. Approximately 20% of the Town's workforce will be interviewed for this phase of the project. The interviews will be conducted via telephone/video conference. The information collected from the interviews and the position description questionnaire will be utilized to generate a new job specification and job classification for each position.

- FOUNDATION faculty and staff will develop new class specifications for full-time and permanent part-time positions in the Town of Tyrone. Job class specifications will be developed by collecting employee job activity data through a detailed position questionnaire and employee interviews. Additionally, FOUNDATION faculty and staff will facilitate a verification process to confirm the accuracy and completeness of the developed position specifications.

- FOUNDATION faculty and staff will develop a new classification system for full-time positions covered under the Town's personnel plan. All of the classifications will be evaluated with a point factor comparison job evaluation system as a method to rank positions and measure differences in position content.

Salary Study

- Conduct a strategic planning meeting with appropriate staff to discuss the compensation philosophy and pay issues affecting the Town. At this meeting, we will work to develop general compensation philosophies and strategies to guide the process. Issues to be addressed include:
  - Market pricing versus job evaluation
  - Relative priority of internal versus external equity
  - Labor market selection
  - Overview of benchmark positions
  - Critical compensation and pay practices issues
  - Compression issues
  - Identifying hard-to-recruit positions
  - Identifying employee retention issues
  - Issues regarding associated policies
  - Issues regarding longevity and/or merit pay

-

- Work with the Town to identify benchmark positions representative of all job families, functions, and pay levels. Benchmark jobs usually include key or critical positions, often multi-incumbent, that span the current pay system and represent all major job families.

- Develop a comprehensive, individualized survey instrument and identify survey participants and benchmark positions. The survey instrument utilizes job summaries — not just titles — to ensure accurate job matching. The compensation survey will include questions about employee increases, movement through pay grades, and pay grade system information (minimum, midpoint, maximum). We will then perform statistical analyses and prepare reports summarizing our findings.

Additionally, FOUNDATION faculty and staff will:

- Send wage survey documents to benchmark organizations.
- Review internal pay data and compression issues.
- Gather survey data and conduct analysis.
- Review internal employee pay, years of service, and time in position to recommend pay adjustment(s) for compression.
- Develop recommendations for pay ranges based on survey data.
- Prepare and present a preliminary report with individual pay and total cost suggestions (not to include benefits costs).
- Produce recommendation(s) for new pay table(s).
- Present final report and provide data to survey participants.

The FOUNDATION will conduct a full analysis of all data collected in the survey and present detailed report findings. At a minimum, our analysis will include:

- Average actual salaries for all benchmark positions.
- Average salary range data (minimum, midpoint, maximum) for all benchmarked positions
- Compa-ratio of each employee's salary (ratio to midpoints and market).
- Establish the current pay line (current overall pay practice) and the market pay line.
- Design pay structure(s) in line with the compensation philosophy.
- Compare individual job placement with marketplace and identify general appropriateness and individual problem areas; make recommendations for correction.
- Determine if compression exists within the organization's pay structure and address through compensation administration strategies if needed.
- Perform cost analyses.
- Develop alternative plans for consideration.
- Present preliminary results for review, discussion, and revision if appropriate.
- Provide a best practice policy and procedure for the continuing administration of the plan.

PROJECT TIMELINE

Milestone	Details

Project Kickoff	September 1, 2026 – Commence activities. Conduct orientation meetings with department directors/assistant department directors, and select non-supervisory employees from the Town of Tyrone.
Data Collection	Administration staff from the Town of Tyrone will distribute position description questionnaires. Department directors will be responsible for collecting and submitting completed materials.
Interviews & Analysis	Meetings and interviews with administration staff, department directors and select employees to review completed questionnaires and discuss classification and compensation information.
Classification & Survey	Develop new class specifications, evaluate positions, collect and analyze salary survey data, and develop a new classification and compensation plan.
Preliminary Report	February 28, 2027 - Preliminary pay plan cost estimate and report submitted for review by the Town Manager.
Final Report	March 31, 2027 – Final report submitted.
Implementation Support	Through May 31, 2027 – FOUNDATION faculty and staff remain available to assist with implementation and training related to study findings.

DELIVERABLES

- A written report outlining the findings of the salary study.
- A written summary analysis of the salary surveys conducted for the project.
- A written report outlining compensation administration strategies to address organizational pay issues.
- Presentation of project findings to the Town Manager, Finance and Human Resources Manager, other appropriate staff, and the Town Council.

Carl Vinson Institute of Government
UNIVERSITY OF GEORGIA

PROJECT SCHEDULE

FOUNDATION faculty and staff will commence activities related to the salary study on September 1, 2026. Initial activities include virtual orientation sessions with department directors and assistant department directors, during which project methodology and timeline will be discussed. Institute faculty and staff will also meet individually with Town management and department heads to discuss compensation-related issues.

The project will then involve the collection and analysis of salary survey data and the development of a new compensation plan. Final steps will include reviewing preliminary results with the Town Manager and appropriate staff. The final report may be presented to the Town Council if requested.

Preliminary cost estimate for the pay plan and report: February 28, 2027
Final report: March 30, 2027
Implementation assistance available through: May 31, 2027

> *Please note: The timeline presented in this proposal is subject to timely response in each project phase. The client's timely responses to information requests and scheduling of project meetings are essential to project progression. The final timeline, including start date, will be confirmed at the time of a signed agreement.*

COST

A fixed fee of $20,233 would be required to fund the project. The FOUNDATION is willing to adjust the scope of work and costs accordingly to meet the Town's needs.

This proposal will be valid for 60 days from the date of issuance (June 18, 2026) and honored upon acceptance within that timeframe pursuant to execution of a contract.

Upon receipt of invoices, the Town of Tyrone will pay the University of Georgia FOUNDATION a fixed fee of $20,233 due May 31, 2027. Invoices will be directed to:

Brandon Perkins
Town Manager
Town of Tyrone

Carl Vinson
Institute of Government
UNIVERSITY OF GEORGIA

950 Senoia Road
Tyrone, Georgia 30290
Phone: 770.487.4038 ext. 101
Email: brandon.perkins@tyronega.gov

BIOGRAPHIES OF ASSIGNED STAFF

Sam Trager
Project Manager

Mr. Trager will serve as project manager for this assignment. His responsibilities include assisting governments with Compensation and Classification studies, working with cities, counties, and various agencies to ensure pay plans are internally equitable and externally competitive in order to aid in the recruitment and retention of employees. Additionally, Sam assists with a variety of human resources-related projects.

Sam has over 30 years of local government human resources experience. Prior to joining the FOUNDATION, Sam served as Human Resources Director for the City of Milton, Georgia with full responsibility for Compensation and Benefits, Recruitment and Retention, Employee Relations, Payroll and HRIS, and Safety and Risk Management. Sam has also served as the Director of Human Resources for Hall County, GA and Compensation and Benefits Manager for both Athens-Clarke County and Gainesville-Hall County, GA, and has worked in public sector executive search for several years.

Martina Tryman
Research Professional

As a Research Professional, Ms. Tryman assists with various projects within the Government Services & Research unit. Martina supports the research, design, and implementation of classification and compensation studies for state and local government agencies, including research, development, implementation, and evaluation of job analysis, employee interviews, salary surveys, writing job descriptions, and data management and analysis support.

Prior to her current role, Martina worked within the Talent Insights Unit as a Program Coordinator. Before joining the Carl Vinson FOUNDATION, she provided support to the

executive director and the UGA Alumni Association Board of Directors in the UGA Office of Alumni Relations. She has also worked at the John C. Stennis FOUNDATION at Mississippi State University on various research projects including salary and phone surveys. Martina is a member of the Society for Human Resource Management and holds a SHRM-CP certification.

Dan Lasseter
Talent Insights Unit Manager

Mr. Lasseter oversees the work of the Talent Insights Unit at the FOUNDATION. His work includes providing 360-degree leadership assessments for high-level management positions in governmental and nonprofit organizations, as well as executive searches for high-level leadership positions in public sector organizations — screening and vetting potential candidates and providing onsite consultation during the candidate interview process.

He is closely involved with employment testing for public safety agencies, including job analysis, job knowledge test development, and assessment center design and administration. Additionally, he manages the certification program for the Georgia Local Government Personnel Association. Dan is active in the American Society for Public Administration, serves on the society's national council representing the southeastern United States, and serves on the board of directors of the Southeastern Conference for Public Administration.

CAPABILITIES OF THE CARL VINSON FOUNDATION

The mission of the FOUNDATION is to improve governance and the lives of people in Georgia. In carrying out this mission, the Institute can call on the wide-ranging knowledge base of the University of Georgia as well as over 90 years of direct service experience providing technical assistance, training, research, and policy analysis to local and state governments in Georgia.

The FOUNDATION is among the most highly-rated university-based organizations designed specifically to span the gap between best practices research and existing government practice. The Institute has developed expertise in numerous areas of public policy, public management, training, and human services and resource development.

Most importantly for the purposes of this proposal, the Institute's Government Services and Research (GSR) Division has tremendous experience assisting local governments with human resource management technical assistance projects, including position classification and compensation, job descriptions, salary and employee benefits surveys, executive searches, and general human resource management.

The FOUNDATION focuses on providing customized research projects based upon the unique and specific needs of each local government. We have several experts in this field who can be called upon to provide additional technical support. We stand ready to meet your applied research and training needs.

CONTACT INFORMATION

Sam Trager, Project Manager
Sam.trager@uga.edu
706.542.5437 (office) | 770.283.0732 (cell)

Martina Tryman, Research Professional
matryman@uga.edu

STAFF REPORT | REZONING

Parcel 0727-068 | 983 Tyrone Rd. Rezoning

Phillip Trocquet
Asst. Town Manager

Published 11/12/2026. 3 min read

Application #	Planning Commission Date	Town Council Date
RZ-2026-003	09/24/2026	11/19/2026

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

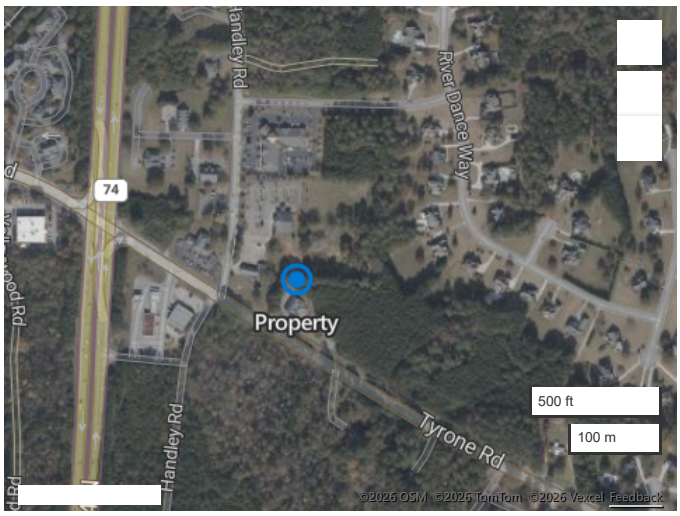
Select to go to the Fayette County Tax Parcel Map



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.

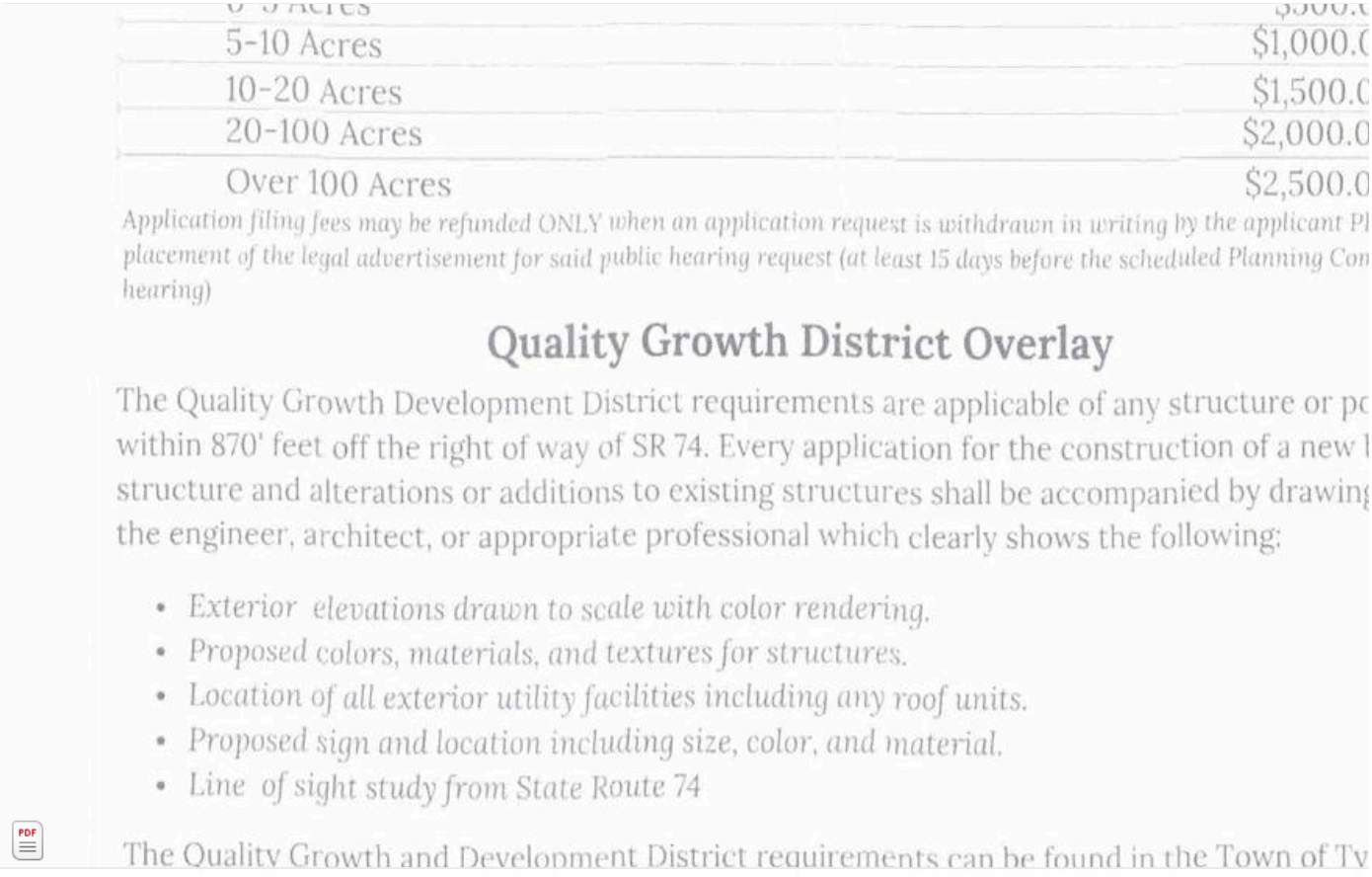
Comprehensive Plan & Future Development Map Compatibility

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



5-10 Acres	$1,000.0
10-20 Acres	$1,500.0
20-100 Acres	$2,000.0
Over 100 Acres	$2,500.0

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

Quality Growth District Overlay

The Quality Growth Development District requirements are applicable of any structure or pc within 870' feet off the right of way of SR 74. Every application for the construction of a new l structure and alterations or additions to existing structures shall be accompanied by drawing 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 Ty Ordinance Under Section 7-3

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.

- **Will zoning adversely affect adjacent properties?** Rezoning this property to R-18 triggers the 75' buffer required where commercial and residential properties adjoin on the adjacent western property. Because both properties are currently O-I, no buffer exists today and the western property is subject only to a setback. It has been confirmed that the adjoining western property would be able toaccommodate this buffer in a conforming manner given that all development and infrastructure is established beyond 75’ of the property line.

- **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.

Planning Commission Recommendation

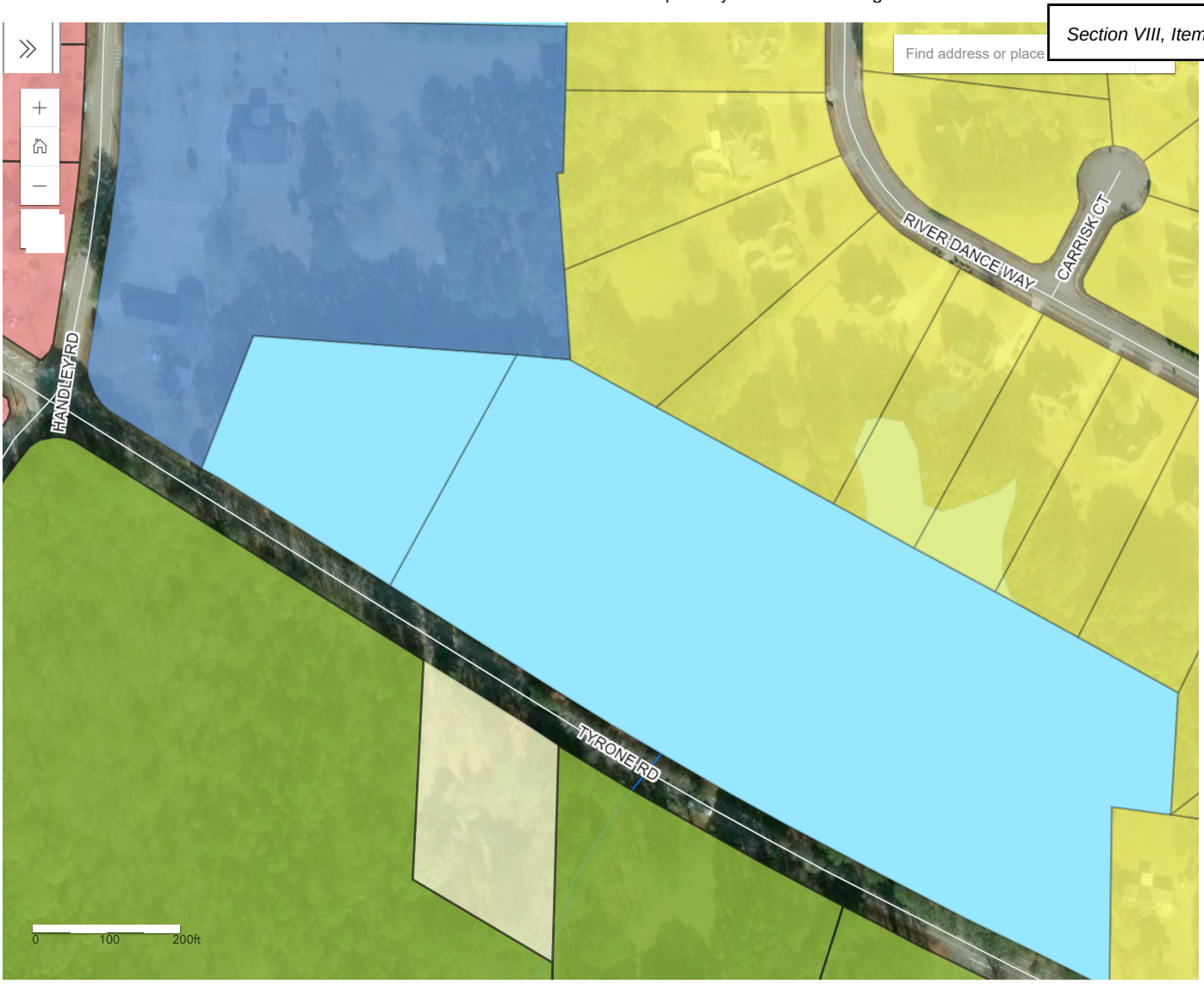
The Planning Commission recommended approval of the rezoning with the condition that the full 75' buffer be established on the subject property along its western boundary. The Commission's stated rationale was that the property requesting the change should carry the full buffer, and that the existing 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

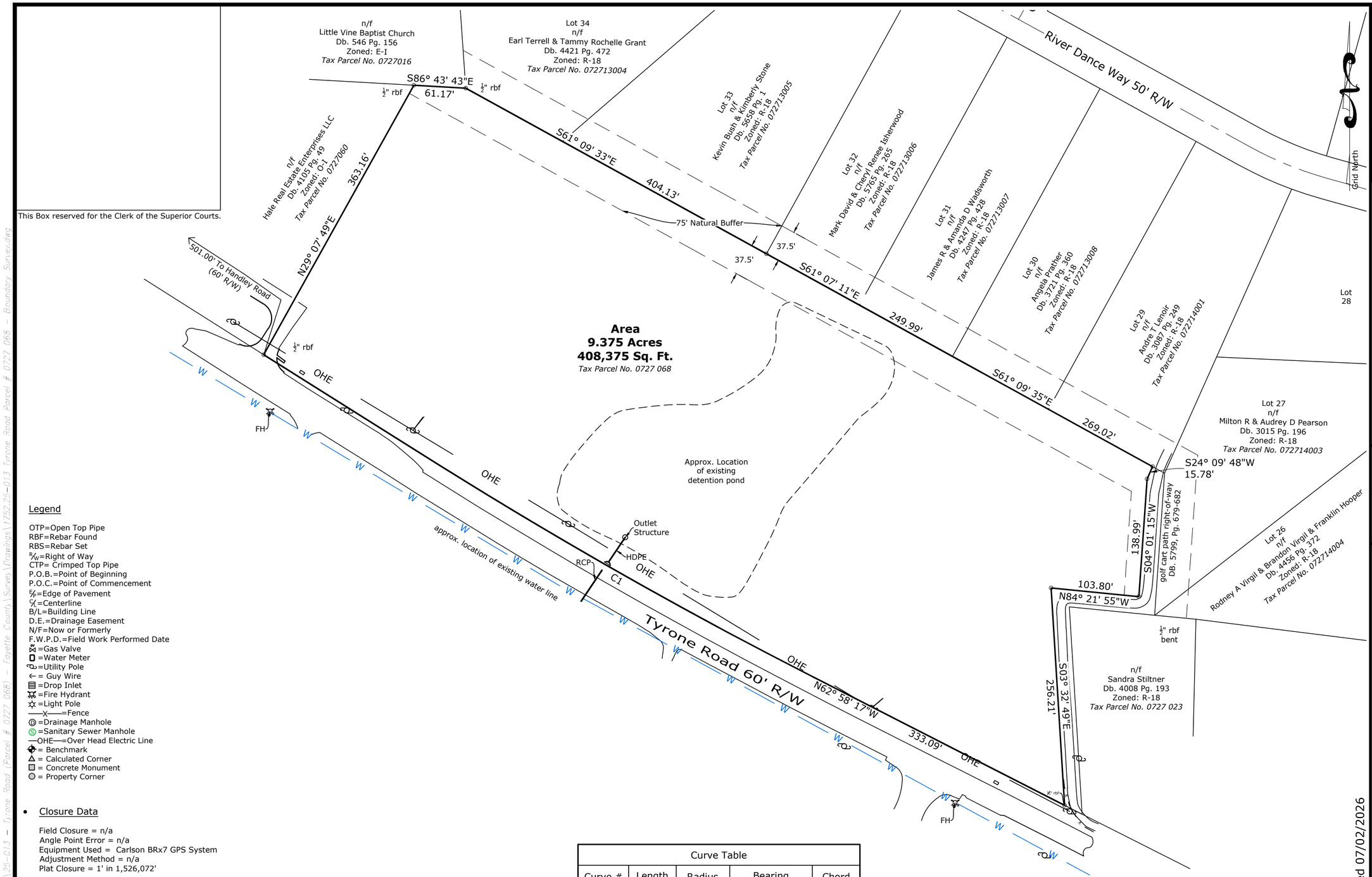
Edit in grid view | Export to Excel | Sync | Create or upload

All Documents | Gallery | Add view | 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

This Box reserved for the Clerk of the Superior Courts.



Legend

OTP=Open Top Pipe
RBF=Rebar Found
RBS=Rebar Set
R/W=Right of Way
CTP= Crimped Top Pipe
P.O.B.=Point of Beginning
P.O.C.=Point of Commencement
E/P=Edge of Pavement
℄=Centerline
B/L=Building Line
D.E.=Drainage Easement
N/F=Now or Formerly
F.W.P.D.=Field Work Performed Date
=Gas Valve
=Water Meter
=Utility Pole
= Guy Wire
=Drop Inlet
=Fire Hydrant
=Light Pole
——X——=Fence
=Drainage Manhole
=Sanitary Sewer Manhole
—OHE—=Over Head Electric Line
= Benchmark
= Calculated Corner
= Concrete Monument
= Property Corner

- ## Closure Data

  Field Closure = n/a
  Angle Point Error = n/a
  Equipment Used = Carlson BRx7 GPS System
  Adjustment Method = n/a
  Plat Closure = 1' in 1,526,072'

- The field data upon which this survey was performed is based upon GPS observations which were established using Carlson BRx7 multi-frequency receiver using real time kinematic observations. The relative positional accuracy achieved is better than 0.07 feet per observation point.

- This survey basis for directions shown hereon are Grid North as defined by NAD 83 and NAVD 88, Georgia West Zone and determined through RTK-GPS methods utilizing eGPS Solutions VRS Network

- In my opinion this property appears not to lie within a Special Flood Hazard Area, according to FEMA Flood Insurance Rate Map for Fayette County unincorporated areas dated September 26, 2008 Map #13113C0077E.

- This survey does not constitute a title search by surveyor. The property is subject to all information regarding easements, restrictions, covenants, zoning ordinances, environmental restrictions, buffers, right-of-ways, adjoiners, and other documents that might affect the tract shown or not shown, recorded or not recorded.

- Integrated Science & Engineering has made no investigation as to the existence or non-existence of underground utilities and/or structures. Before any land disturbance activity begins, underground utilities should be identified and located. Integrated Science & Engineering assumes no liability for loss or damages caused by the discovery of or disturbance of underground utilities and/or structures.

- There was nothing on adjoiners property located because permission was not given or obtained. Georgia DOES NOT have a Right of Entry Law for Surveyors.

- Declaration is made to original purchaser of the survey. Any use by third parties is at their own risk. Survey is valid only if print has original seal and original signature of surveyor.

Curve Table				
Curve #	Length	Radius	Bearing	Chord
C1	514.73'	5769.80'	N60° 24' 55"W	514.56'

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.

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

GEORGIA REGISTERED No 2696 PROFESSIONAL LAND SURVEYOR RONALD T. GODWIN

Graphic Scale 1"= 80'
0 40 80 160

Revised 07/02/2026

INTEGRATED Science & Engineering
1039 SULLIVAN ROAD, SUITE 200, NEWNAN, GEORGIA 30265
(P) 678.552.2106 | (F) 678.552.2107
COA No. LSF000198 | EXP. 06/30/2026

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

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

Prepared For:
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

Jul 02, 2026 2:03pm P:\Residential Survey Jobs\25-013 - Tyrone Road (Parcel # 0727 068)\ Fayette County\Surveys\Drawings\1752.25-013 Tyrone Road Parcel # 0727 068 Boundary Survey.dwg

COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular
Meeting Date: November 19, 2026
Agenda Item Type: New Business
Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration of a renewed three-year contract with AMWaste for residential curbside sanitation and recycling.

BACKGROUND:

Agenda Item

The Town's current residential sanitation services contract with AMWaste expires on December 31, 2026. In anticipation of its expiration, the Town issued Request for Proposals (RFP TH-2026-02) seeking qualified firms to provide residential solid waste collection and recycling services beginning January 1, 2027.

Four firms submitted proposals: AMWaste, Capital Waste Services, GFL Environmental, and Waste Management. Each proposal was reviewed and scored by a selection committee using the following evaluation criteria established in the RFP:

Evaluation Criteria	**Maximum Points**
Cost	35
Qualifications, Experience & Financial Stability	20
Operations Plan & Service Delivery	15
Customer Service Program	10
Transition & Implementation	10
Reporting & Technology	5
References & Past Performance	5
Total	**100**

The proposed monthly residential rates were as follows:

Proposer	Monthly Rate
AMWaste	$20.18
GFL Environmental	$20.35
Capital Waste Services	$31.33
Waste Management	$36.40

AMWaste's $20.18 rate includes its standard one-bin garbage and recycling service. Residents may also elect to receive a separate recycling cart for an additional $9.05 per month, bringing their total monthly rate to $29.23.

The RFP was structured as a best-value procurement rather than a lowest-bid procurement, with cost accounting for 35% of the total evaluation. Following the committee's evaluation of all criteria, AMWaste received the highest overall ranking.

The proposed contract provides for weekly residential collection and recycling services, monthly bulk waste collection, twice-monthly yard waste collection, and sanitation services for Town facilities and special events at no additional cost to the Town.

The proposed contract has been reviewed and approved by the Town Attorney. The initial term is three years, beginning January 1, 2027, and ending December 31, 2029, with an option for an additional three-year term.

FUNDING:

There is no direct cost to the Town for residential collection services, as AMWaste bills residents directly. The Town will continue to receive a franchise fee equal to 3% of applicable gross revenues.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed residential solid waste collection and recycling services contract with AMWaste for the initial three-year term beginning January 1, 2027, and authorization for the Mayor to execute the agreement.

ATTACHMENTS:

1. AMWaste Contract

PREVIOUS DISCUSSIONS:

None.

Contract

This contract, made and entered into this _____ day of _____, _____, by and between the **Town of Tyrone**, a political subdivision of the State of Georgia, party of the first part (hereinafter referred to as "Town"), and **AMWaste**, party of the second part (hereinafter referred to as "Company").

WITNESSETH:

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. Definitions:

1.1 APPROVED CARTS - ninety-six (96) gallon (minimum) carts for trash and recycling purposes.

1.2 BULK WASTE - Large household items generated through normal residential occupancy that cannot reasonably be placed within an approved cart, including furniture, mattresses, box springs, appliances, water heaters, refrigerators, washers, dryers, sofas, tables, chairs, and similar household items.

1.3 COMMERCIAL WASTE - Solid waste generated by commercial, industrial, institutional, governmental, or multi-family operations not eligible for residential collection under this Agreement.

1.4 CONSTRUCTION/DEMOLITION DEBRIS - Waste building materials and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings and other structures.

1.5 DEAD ANIMALS - Animals or portions thereof equal to or greater than ten (10) pounds in weight that have died from any cause, except those slaughtered or killed for human use.

1.6 GARBAGE - Any food waste including waste accumulations of animal or vegetable matter used or intended to use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit, or vegetables.

1.7 HAZARDOUS WASTE - Any solid waste which has been defined as a hazardous waste in regulations promulgated by the Georgia Department of Natural Resources, Chapter 391-3-11.

1.8 MISSED COLLECTIONS - Failure to collect properly prepared refuse, recycling, bulk waste, or yard waste that was placed at the designated collection point before the published collection time.

Missed collections shall not include materials that:

- exceed allowable quantities;
- contain prohibited materials;
- were placed out after collection occurred;

- were improperly prepared.

1.9 MUNICIPAL SOLID WASTE- Any solid waste derived from households, including garbage, trash, and sanitary waste. This term includes yard waste.

1.10 PRODUCER - An occupant of a Residential Unit within the Service Area who generates municipal solid waste.

1.11 RECYCLING-Any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.12 RESIDENTIAL UNIT - A dwelling within the Service Area as hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto.

1.13 SERVICE AREA - All residential units within the Town of Tyrone.

1.14 SOLID WASTE - Any garbage or refuse or other discarded material including solid, liquid, semisolid, or contained gaseous materials but does not include recovered materials; industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954 as amended.

1.15 YARD WASTE - Grass clippings, tree trimmings, cuttings, dead plants, weeds, leaves, and tree branches and limbs which are no more than four (4) feet in length and three (3) inches in diameter.

2. Term:

The initial term of this Contract shall begin on **January 1, 2027** ("Commencement Date") and continue through **December 31, 2029**, provided however, that the term of this Contract may be extended by the Town for an additional term of three (3) years. In order to exercise this option, the Town must notify the Company in writing of its desire to extend the Contract at least one hundred twenty (120) days prior to the expiration of the Agreement period. The Company must respond in writing of its agreement to the extension or its decision to terminate at least ninety (90) days prior to the expiration of the contract period.

3. Service:

The Town of Tyrone requires residential curbside solid waste collection services for homes contained within its town limits. The equipment to be used, materials to be collected, service frequencies, and all other requirements are listed below.

3.1 Residential Curbside Garbage Collection: The Company will be required to provide a cart of not less than ninety-six (96) gallons for each occupied home to be serviced on a weekly basis. The Contractor shall return carts upright and, whenever practical, place them so they do not obstruct sidewalks, driveways, mailboxes, drainage structures, or roadways.

3.2 Cart Contents: Only bagged Municipal Solid Waste as is defined by the Georgia Comprehensive Solid Waste Management Act of 1990 and recyclables may be placed in the container for collection.

3.2.1 Cart Placement: Containers must be placed at the curb no later than [illegible] the morning of collection and should be placed as close to the curb as possible without interfering with the flow of traffic.

3.2.2 Cart Overflow: The Company is required to remove up to three (3) additional bags or boxes adjacent to the cart or bin up to six (6) times per year. Customers with more frequent overflow will be required to pay for an additional cart.

3.2.3 Bulk/Yard Waste: The Company shall collect and dispose of bulk waste such as items of furniture and appliances, including, but not limited to, stoves, couches, refrigerators, water heaters, and mattresses and shall be collected according to the same collection schedule as other solid waste on a once-a-month basis. Company shall also collect bimonthly "bagged" yard trimmings including grass clippings, but this shall exclude limbs generated by commercial gardeners, tree companies, and the like. Limbs are to be fully secured in bundles and not exceed fifty (50) pounds in total weight.

3.3 Curbside Recycling:

3.3.1 Standard One-Bin Service. The Company shall provide all residential customers with weekly curbside solid waste collection and recycling service utilizing a single approved ninety-six (96) gallon cart, at the base monthly residential rate established in Section 3.19. The Company shall utilize an approved collection and processing methodology through which accepted recyclable materials are recovered and processed at a properly permitted recycling processing facility.

3.3.2 Optional Separate-Cart Recycling Service. In addition to the Standard One-Bin Service, the Company shall make available to any residential customer, upon request, a separate ninety-six (96) gallon recycling cart for the collection of recyclable materials. The Company shall collect materials placed in the separate recycling cart once per week, on the customer's regularly scheduled collection day, at the additional monthly rate specified in Section 3.19.

3.3.3 Customer Election. The optional separate-cart recycling service shall be voluntary. No residential customer shall be required to subscribe to the optional service or pay the additional recycling-cart fee as a condition of receiving the Standard One-Bin Service. Customers may enroll in or discontinue the optional service by contacting the Company. The Company shall establish reasonable administrative procedures for cart delivery, removal, and billing adjustments, subject to approval by the Town Manager.

3.3.4 Accepted Recyclable Materials. Recycling services shall include, at a minimum, mixed paper, newsprint, cardboard, aluminum and steel cans, and accepted plastics. The Company shall provide residents with clear written instructions identifying acceptable materials and preparation requirements for each collection method.

3.3.5 Recycling Processing and Reporting. The Company shall deliver recyclable materials collected through either service methodology to properly permitted processing facilities. The Company shall maintain records sufficient to document recycling processing and material recovery and shall provide recycling tonnage and other required recycling information to the Town in accordance with the reporting provisions of this Contract. To the extent practicable, reporting shall

distinguish between materials recovered through the Standard One-Bin Service and materials collected through the Optional Separate-Cart Recyclin

3.3.6 Continuity of Service. The Company shall not discontinue either approved recycling service methodology, materially reduce its scope, or impose additional charges not authorized by this Contract without the prior written approval of the Town.

3.4 Disposal Requirements: All waste collected from the town shall be delivered to a solid waste facility that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of solid waste.

3.5 Collection Vehicles: Company is to furnish the necessary vehicles for the collection of solid waste. The vehicles must not leak and must be provided with tops or coverings to guard against spillage and shall conceal said contents from view; said vehicles are to be kept covered or closed at all times except when being loaded or unloaded.

3.6 Customer Service Standards: All complaints received by the Company or the Town of Tyrone before 1:00 PM shall be resolved by 6:00 PM on the day the complaint was received. All complaints received after 1:00 PM shall be resolved by noon the next day. The Company shall maintain a daily log of all complaints received and time that complaint was resolved. The Company shall provide a monthly report to the Town, which will include copies of the daily reports for the prior month.

3.7 Customer Service Center: The Company will operate and maintain a Customer Service Center with the following minimum standards:

3.7.1 Open between the hours of 8:00 AM and 5:00 PM, Monday through Thursday, during such time calls must be answered by a Customer Service Representative.

3.7.2 During all other times, calls to the Customer Service Center will be received by an answering service or machine.

3.7.3 The Company should implement procedures approved by the Town of Tyrone whereby complaints can be received via fax, e-mail and website.

3.8 Routing and Software Requirements: The Company shall utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the Town of Tyrone's carbon footprint. Prior to service implementation, the Company must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the Town of Tyrone to display on its website.

3.9 Collection Routes: The Company shall further establish routes for the collection of solid waste. The Company's collection schedule and collection routes shall be filed with the Town of Tyrone.

3.10 Collection Route Schedule: The Company shall establish with the Town of Tyrone a schedule addressing the day of the week each collection shall be executed. This schedule will not vary or change without the written permission of the Town of Tyrone, except in situations as allowed in other passages of these specifications (for example, holiday schedule, etc.).

No collection shall be made before 7:00 AM or after 7:00 PM, except by express

authorization of the Town of Tyrone. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups a weeks as described above.

3.11 Missed Collections: The Contractor shall respond to missed collection reports as follows:

- Reports received before **1:00 p.m.** shall be serviced the same day.
- Reports received after **1:00 p.m.** shall be serviced no later than **12:00 noon of the following business day.**

Repeated missed collections may constitute a performance deficiency under this Agreement.

3.12 Holiday Schedule: The Contractor shall provide the Town with its annual holiday schedule no later than October 1 of each year.

3.13 Personnel: All personnel associated with the delivery of service shall be hired, trained, and receive on-going safety training through an organized human resource management process that includes, but is not limited to, background checks, driving record reviews, and a committed drug-free workplace program. The Sanitation Services Company shall ensure the following, regarding personnel:

- Must be in a company uniform (shirt, at least), to be defined by the Company in the bid submittal and must be recognizable as representative of the Company's company. The uniform must be maintained, clean, and in good repair.

- Personnel must maintain a clean appearance.

- The Company must maintain a courteous demeanor when dealing with the residents and businesses of the Town of Tyrone.

- At no time will the Company or its personnel search through the garbage that is collected in the Town of Tyrone.

3.14 Cleanliness: In the collection of solid waste, the Company and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. The Company will not be allowed to transfer solid waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the Town of Tyrone and need to dispose their loads into a larger vehicle. In addition, the Company will not be allowed to store containers of any kind in common areas or in the Town of Tyrone right-of-way. If an unsightly or unsanitary condition results from an action of the Company, the Company shall respond within four (4) business hours of receipt to the satisfaction of the Town of Tyrone.

3.15 Town Owned Facilities: The Company will be required to provide solid waste collection services to all Town of Tyrone owned facilities and designated special events at no additional cost to the Town. Said trash containers will be emptied once per week, or as requested by the Town of Tyrone. Additional locations may be added as needed by the Town.

3.16 Communications and Reporting: Company shall provide the Town a monthly report

showing service requests, complaints, and resolution timetables for each customer complaint.

3.17 Volume Report: Prior to the fifteenth of the following month, the Company shall complete the trash and recycling monthly volume report. In addition, the Company shall make recommendations as to how they can increase the tonnage of recyclable material.

3.18 Publicity: The Solid Waste Collection Company shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the Town as to the change-over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation; at least one mailing to each residential dwelling unit within the corporate limits of the Town indicating the date of change-over, the day of collection for the three types of collections, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and web site of the Company's office where questions or complaints can be handled. Such publicity shall be approved by the Town Manager of the Town prior to distribution publication. The Company must distribute annually to the customers information promoting recycling and source reduction. This publication must be approved by the Town.

3.19 Billing & Payments:

The Company shall be responsible for directly billing residential customers for sanitation and recycling services as follows:

3.19.1 Standard One-Bin Service: Twenty Dollars and Eighteen Cents ($20.18) per residential customer per month. This rate shall include all required standard residential services under this Contract, including weekly household solid waste collection, weekly recycling service utilizing the approved one-bin methodology, monthly bulk waste collection, twice-monthly yard waste collection, and other services expressly included in the base residential rate.

3.19.2 Optional Separate-Cart Recycling Service: An additional Nine Dollars and Five Cents ($9.05) per residential customer per month for one (1) separate ninety-six (96) gallon recycling cart and weekly curbside collection of recyclable materials.

3.19.3 Customer Choice: The optional separate-cart recycling charge shall apply only to residential customers who affirmatively elect the service. Customers who do not elect the optional service shall continue to receive all services included in the Standard One-Bin Service at the approved base monthly rate.

3.19.4 Billing Administration: The Company shall separately identify the optional recycling service charge on customer invoices. Charges for optional service shall begin only after the additional recycling cart has been delivered and service is available. Upon discontinuation, billing for the optional service shall cease effective with the termination of that service, subject to reasonable billing procedures approved by the Town.

3.19.5 Franchise Fee: All revenues collected by the Company for the Standard One-Bin Service, Optional Separate-Cart Recycling Service, and other chargeable services under this Contract shall be included in gross revenues for purposes of calculating the three percent (3%) franchise fee payable to the Town.

The Company shall also provide all Town sanitation customers with an online payment

option at no charge to the Town, provided that the Company reserves the right to charge a fee for paper billing to Residential Units that fail to elect a paperless billing invoice) option, as well as a payment transaction fee to account for credit ca fees charged to the Company for payments received from Residential Units.

All rates shall remain subject to the rate adjustment provisions of Sections 3.21 and 3.22. No additional residential service fees shall be imposed except as expressly authorized by this Contract or an approved written amendment.

3.20 Dispute Resolution: Any dispute between Owner and Company, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of the Town of Tyrone where possible.

3.21 Rate Adjustments: Beginning on the first anniversary of the Commencement Date, the Contractor may request one annual rate adjustment.

Any requested adjustment shall:

- Be submitted no later than ninety (90) days before the proposed effective date;
- Include complete supporting documentation;
- Identify the basis for the request;
- Demonstrate changes in operating costs.

Approval of any adjustment shall be at the sole discretion of the Town Council. Nothing herein shall obligate the Town to approve any requested increase.

3.22 Extraordinary Cost Adjustments: The Contractor may request an extraordinary rate adjustment only when significant unforeseen circumstances materially affect the cost of providing service, including:

- Changes in federal or state law;
- Government-imposed disposal fees;
- New regulatory requirements;
- Mandatory environmental compliance costs.

Market fluctuations, fuel costs, labor shortages, inflation, or equipment replacement shall not, by themselves, constitute extraordinary circumstances.

4. Newly Developed, Annexed Areas, New Service:

Each new residential dwelling unit shall be picked up by the Company as soon as it becomes occupied and requests service from the Company.

5. Point of Contact:

All dealings and contacts between the Company and the Town shall be directed by the Company to the Town Manager or his/her designee. The Town shall direct all dealings with the Company to Cyron Ellis, or his/her designee.

6. Hours and Days of Operation:

Collection of municipal solid waste shall not begin prior to 7:00 a.m. nor continue past 7:00 p.m. Company shall notify residents of schedule of collections by placing an ad in the local newspapers on

(1) month prior to any schedule change, clearly depicting the day of pickup for each area of Town. When it becomes necessary to alter the normal collection schedule due to holidays, inclement weather or landfill schedule, the Company shall, first notify the Town as soon as p the change or delay in delivery and provide necessary backup equipment and personnel to assure once weekly pickup to all residents. Pickups regularly scheduled on Thursday, however, may be postponed due to holidays that may occur on a normally scheduled pickup day.

7. Extraordinary Materials:

Hazardous waste, body waste, abandoned vehicles, vehicle parts, construction debris, and dead animals will not be collected by the Company under the terms of this Contract.

8. Rates/Billing

As per the terms of this contract, the Town shall not be required to pay the Company for provided services as the Company shall handle all billing and payment collection for Town customers. The Company shall provide quarterly Franchise Fee payments to the Town.

9. Indemnity

The Company shall conduct operations under this Contract in compliance with all applicable laws; provided, however that these specifications shall govern the obligations of the Company where there exists a conflicting ordinance of the Town on the subject.

The Company shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

The company agrees to indemnify and hold harmless the Town from all liability, loss, cost, and expense, including reasonable attorney's fees, which may be sustained by the Town or its officers, agents, or employees, to the extent such liability, loss, cos, and expenses are caused by the Company's negligence, recklessness or willful misconduct in the performance of this Contract, or the negligence, recklessness, or willful misconduct of any of the Company's officers, agents, or employees. The Company agrees to defend against any of the claims or actions mentioned above which are brought against the Town or its officers, agents, and employees in connection with the subject of the indemnities contained herein.

To the extent permitted by law, the Town agrees to indemnify and hold harmless the Company from all liability, loss, cost and expense, including reasonable attorney's fees, which may be sustained by the Company or its officers, agents, or employees, to the extent such liability, loss, cost, and expenses are caused by the Town's negligence, recklessness or willful misconduct in the performance of this Contract, or the negligence, recklessness, or willful misconduct of any of the Town's officers, agents, or employees. To the extent permitted by law, the Town agrees to defend against any of the claims or actions mentioned above which are brought against the Company or its officers, agents, and employees in connection with the subject of the indemnities contained herein.

10. Disposal

The Company shall dispose of all solid waste collected by the Company at a landfill permitted by the state in which the landfill is located to accept such solid waste. The Company shall pay all landfill fees directly to the appropriate landfill operator.

11. Insurance:

For the above purpose of this Contract, the Company shall carry the following type in at least the limits specified below:

Coverages	**Minimum Limits of Liability**
Worker's Compensation	Statutory
Employer's Liability	$1,000,000
Bodily Injury Liability	$1,000,000 each occurrence
(except automobile)	$2,000,000 aggregate
Property Damage Liability	$1,000,000 each occurrence
(except automobile)	$2,000,000 aggregate
Automobile Bodily Injury	$1,000,000 each person
Liability	$1,000,000 each occurrence
Automobile Property Damage	$1,000,000 each occurrence
Excess Umbrella Liability	$5,000,000 each occurrence

The above coverage may be provided by the Company's parent corporation and the Town shall be named as co-insured on the General Liability of Automobile/Equipment policies.

12. Location of Collections:

The Residential Units will be required to place municipal solid waste at a location that is readily accessible to the Company and its equipment, and not to exceed five (5) feet from the curb or edge of traveled portion of road.

13. Service Inquiries:

All inquiries and complaints will be made directly to the Company within normal business hours of 8:00 a.m. through 5:00 p.m. and shall be given prompt and courteous attention. In the cc;1se of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste no later than the next working day. The Company shall maintain complaint forms indicating the time and date a complaint or request is received, the nature of the complaint or request, the name and address of the persons making the complaint or request and the disposition of same. Such records shall be transmitted to the Town on a monthly basis.

14. Force Majeure.:

It is mutually understood and agreed that the Company shall be relieved of its obligation under this Contract during any period or periods of time when strikes, acts of God, war or public enemy, catastrophe, governmental order or regulation making performance impossible, or any other act beyond the control of the Company render impossible its performance under this Contract, and during such period or periods of time a deduction in the monthly charges for collection and removal of refuse at the prevailing rates shall be made; provided, however, that the Company must make a reasonable bona fide effort to settle strikes or other labor disputes, and will make reasonable efforts to resume service in the event the act of God or other catastrophe terminates or reduces.

15. Permits, Licenses, and Taxes:

The Company shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the Town and/or State of Georgia.

The Town recognizes that as a franchisee, the Company must use streets and alleys of the Town. In order to assist in the maintenance of those streets and alleys, the Company shall be required to pay

Town a quarterly Franchise Fee of three (3 %) percent of the gross revenues received as a result of this Contract. Gross revenues are defined as the payments made to the Company for residential recyclable collections; and the gross billings of the Company for commercial service. Fees to the Town by the fifteenth day of the month following the end of a quarter and shall be based on gross revenues for the previous three (3) month period.

Each quarterly payment shall include the following written documentation:

- Gross revenue;
- Number of active customers;
- Number of new customers;
- Number of terminated customers;
- Franchise fee calculation;
- Any adjustments made since the previous report.

16. Termination:

If the Company shall default in the performance of any of the terms or conditions of this Contract, they shall have ten (10) days after delivery of written notice of such default within which time to cure such default. Failure to cure default within such period of time, the Town shall have the right without further notice to terminate this Contract.

17. Town Service:

Service to facilities owned and/or operated by the Town shall be provided at no cost to the Town.

Service shall be at a frequency and container size specified by the Town. Facilities for which weekly services shall be provided at no cost includes, but are not limited to, Town Parks, Town Hall, Police Department, Recreation Center, Library, and any other facilities later indicated or acquired by the Town during the term of this Contract. Service to Redwine Park and Shamrock Park shall include furnishing to each park one eight (8) yard dumpster. Company shall provide recycling carts and weekly service to Shamrock Park, Redwine Park, and Handley Park. In addition to the regular services, the Company shall include furnishing three (3) twelve (12) yard dumpsters at locations specified by the Town for Founders Day weekend. These are to be delivered the Wednesday prior to Founders Day weekend and picked up the Wednesday following the Founders Day weekend.

18. Performance Bond:

The Company shall furnish the Town with a performance bond with a corporate surety, or cash, in the amount of $100,000. It shall be executed by a surety company licensed to do business in the State of Georgia.

The bond shall be conditioned upon the faithful performance of each and every term, conditioned and provision of this Contract and shall be approved by the Town Attorney. The Company shall pay all premiums chargeable for the bond and will keep the same in full force and effect during the term of this Contract. The bond shall contain a provision that is shall not terminate or otherwise expire prior to thirty (30) days after written notice to that effect is given to the Town.

19. Modification:

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

20. Compliance With Laws:

The Company shall conduct operations under this Contract in compliance with all applicable laws.

21. Law to Govern:

The terms of this Agreement shall be construed according to the laws of the State of Georgia.

IN WITNESS THEREOF, the parties hereto have executed this Contract in three (3) counterparts, each of which shall be deemed an original contract, as of the day and year first herein before wr

(SEAL) Town of Tyrone

Attest:

_____ By: _____

Town Clerk

[Company]

By: _____

*In the event that the Company is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, and Performance Bond to do so on its behalf.

COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular
Meeting Date: November 19, 2026
Agenda Item Type: New Business
Staff Contact: Katie Swann, E.I.

STAFF REPORT

AGENDA ITEM:

Consideration to award the project 2026 Pump Station #3 Generator Replacement (PW-2026-05) to Helix Grading & Utility, LLC for a price not to exceed $103,500.00.

BACKGROUND:

Pump Station #3 in River Crest Subdivision has a standby generator currently onsite that is 20 years old. It has had multiple costly repairs and maintence issues arise over the last several months. A bid package was posted to Georgia Procurement Registry and the Town's website requesting bids to replace the generator with a new unit of equivalent load and operating capacity. Sealed bids were received from two companies by the Town's Public Works Department by the deadline at 10:00 AM on November 4, 2026. The low bid was $103,500.00 by Helix Grading & Utility, LLC.

FUNDING:

2023 SPLOST and/or Sewer Enterprise Fund

STAFF RECOMMENDATION:

Staff requests that Council award project 2026 Pump Station #3 Generator Replacement (PW-2026-05) to Helix Grading & Utility, LLC. in the total sum not to exceed $103,500.00.

ATTACHMENTS:

Bid Tabulation Sheet

PREVIOUS DISCUSSIONS:

None

Bid tabulation for: PW-2026-05

2026 Pump Station #3 Generator Replacement

FOR THE TOWN OF TYRONE, GA

	BID DATE: November 4, 2026 @ 10 AM			*Helix Grading & Utility, LLC Zebulon, GA*		*Crawford Grading & Pipeling, Inc. Luthersville, GA*		*BLANK*		*BLANK*	
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE
	BASE BID										
	Acknowledged Addenda 1, 2, 3			YES		YES					
	Bid Bond in the amount of 5%			YES		YES					
1	Remove, dispose of existing generator, and replace with new Cummins C125N6 generator set, complete.	Lump Sum	1	$94,000.00	$94,000.00	$120,627.10	$120,627.10				
2	Allowance for Special Contigency	Lump Sum	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
TOTAL BASE BID					**$99,000.00**		**$125,627.10**				
BA1-1	Bypass generator to provide standby service to lift station during the removal and installation process.	Lump Sum	1	$4,500.00	$4,500.00	$34,500	$34,500				
TOTAL BID ALTERNATE				$	**4,500.00**	$	**34,500.00**				
TOTAL BASE BID AND BID ALTERNATE					**$103,500.00**		**$160,127.10**				

Note RED numbers are math errors that have been corrected.

Bids Received by: Scott Langford

Witnessed by: Katie Swann KOS

COUNCIL ITEM AGENDA REQUEST FORM

Department: Public Works

Meeting Date: 11/19/2026 **Staff Contact:** Phillip Trocquet, Asst. Town Mgr.
Agenda Section: New Business

Staff Report:

Item Description:

Consideration to approve an amendment to the Town of Tyrone Employee Handbook to add provisions for an On-Call/Standby Duty policy (Chapter 20)

Background/History:

The Town of Tyrone has not had a dedicated on-call policy for public works and was in need of a policy to address essential Public Works operations through standing on-call rotations. The new chapter only applies to non-exempt public works staff primarily aimed at our maintenance technicians and maintenance supervisor who are currently performing these duties under our overtime/comp time standards only.

Findings/Current Activity:

The application of this policy will result in on-call duty rotation of no more than 4 consecutive days as assigned by the Public Works Director or their designee. During a rotation, the on-call employee must remain reachable to both report back and report on-site quickly.

A major component of this policy is the addition of a premium pay provision equivalent to one hour of regular pay for each day an employee is on-call. Call-back to a work site is still paid at the greater of two hours or actual time worked, including travel. Telephone-only work will be paid for actual time in quarter-hour increments. The Town's overtime and comp time policies will continue as adopted. Responses declared inclement-weather or emergencies remain under the inclement weather chapter of the employee handbook.

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

Actions/Options/Recommendations:

Staff recommends adoption of the Employee Handbook Chapter 20, On-Call / Standby Duty policy as presented.

TOWN OF TYRONE

EMPLOYEE HANDBOOK

DRAFT

CHAPTER:	Handbook – On-Call / Standby Duty | Chapter 20		
EFFECTIVE DATE:	[Pending adoption]	**PAGES:**	3
REVISION DATE:		**DISTRIBUTION:**	All Personnel

A. Purpose

This policy establishes how the Town provides continuous after-hours coverage for essential public works operations through an on-call (standby) rotation. It defines who serves on call, what is expected of them and how they are compensated. All Public Works employees are subject to requests for emergency on-call consistent with the Town's emergency management plan or inclement weather policy.

B. Applicability

1. This policy applies only to non-exempt employees in the Public Works Department.
2. On-call policy for the Town of Tyrone Police Department shall be governed by chapter 14.2, "Call-Outs," of the Police Department Standard Operating Procedures Manual.
3. Exempt employees are not eligible for the on-call premium or call-back pay under this policy. Additional work performed by exempt employees during emergencies is governed by the Classification and Compensation Plan.

C. Definitions

1. On-Call (Standby) Duty: A designated period outside an employee's regular work schedule during which the employee must meet the conditions for on-call duty in Section V, including remaining reachable, fit for duty, and within reasonable travel distance of the Town, and reporting for any call-back.
2. Call-Back: A requirement that an on-call employee perform work, either by reporting to a work site or by performing substantive work remotely, during an on-call period.

D. On-Call Rotation

1. On-call assignments are subject to the operational needs of the department and available budget appropriations, as determined by the department director with the approval of the Town Manager.
2. On-call duty rotates among the Public Works employees in rotations of no more than four (4) consecutive days (96 hours), as scheduled by the department director.
3. An employee may not serve two consecutive rotations, including as the result of a trade.
4. The Department Director, or designee, sets and publishes the rotation schedule in advance.

5. An employee may trade a scheduled on-call period with another qualified employee with advance approval of the Town Manager, Department Director or their designee.

E. Conditions of On-Call Duty and Compensability

1. Remain reachable on the Town-issued on-call cell phone throughout the assignment.
2. Acknowledge a call for service within thirty (30) minutes.
3. Report for every call-back that arises during the assignment.
4. Remain within a distance that allows the employee to reach the nearest town limits within sixty (60) minutes of acknowledging a call.
5. Remain fit for duty throughout the on call period and abstain from alcohol or any substance that would impair the ability to respond safely.

F. Town-Issued Equipment

1. Cell phone: The Town provides a designated on-call cell phone that passes to the employee assigned to the current rotation. It must remain charged, powered on, and monitored throughout the assignment.
2. Take-home vehicle: Upon the approval of the Town Manager, an on-call employee may take an assigned Town vehicle home for the duration of the on-call period to enable a timely response, unless the employee's residence is more than twenty-five (25) miles from the nearest town limits, in which case the vehicle remains at the facility. Use of a take-home vehicle is limited to travel between the employee's residence and a call-out work site and is otherwise governed by the Vehicle Operations chapter.

G. On-Call Premium Pay

1. An employee assigned to on-call duty receives an on-call premium of one (1) hour of pay at the employee's regular hourly rate for each day (up to 24 hours) of on-call assignment, paid regardless of whether the employee is called back to work. For a full four-day rotation, this equals four (4) hours of additional pay.

2. The on-call premium is in addition to any call-back compensation earned under Section VIII. The on-call premium is not payment for hours worked and does not count toward the forty (40) hours worked in a workweek.

H. Call-Back Compensation

1. An on-call employee who is required to report to a work site outside of regularly scheduled hours is paid the greater of two (2) hours or the actual time worked, consistent with the call-back minimum established in the Classification and Compensation Plan.
2. Travel time to and from the work site in response to a call-back is included in the calculation of call-back hours.
3. An on-call employee who performs work by telephone only, without reporting to a work site, is paid for the actual time worked, recorded in quarter-hour increments, as provided in the Classification and Compensation Plan.

4. All time actually worked on call-back counts toward the employee's hours worked for the workweek. Overtime and compensatory time are governed by the Classification and Compensation Plan, including payment at time-and-one-half for hours worked over forty (40) in a workweek and the employee's option to take compensatory time in lieu of cash, subject to the thirty-two (32) hour cap.

I. Recordkeeping

The on-call employee records all call-back time and any telephone work on the employee's time record. The employee's supervisor or department director verifies and approves the time for payroll. On-call premium days are documented on the published rotation schedule.

J. Relationship to Other Policies

This policy governs routine, year-round after-hours coverage. Town-wide responses to declared inclement-weather events or other emergencies are governed by the Inclement Weather chapter. Where both could apply to the same event, the Inclement Weather chapter controls for that event.

[Adopted by the Mayor and Council on _____.]