



TOWN COUNCIL MEETING- REVISED

August 17, 2023 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

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

1. Approval of the August 3, 2023 Workshop and Council meeting minutes, and the August 10th Special Called Millage Meeting minutes.
2. Approval of the 2023/2024 Wrecker Service Agreement with Embrey's Towing.
3. Approval of the purchase two Ford F-150 police vehicles from Akins Ford with equipment being installed by 144th Marketing Group LLC for a combined total of \$115,530.
4. Approval of donations from the PTC/Fayette Pickleball Association for the Dorthea Redwine Park Pickleball location.
5. Approval of a donated sign board from the Jewkes Law Firm for the Dorthea Redwine Park Pickleball location.
6. Approval of a donated bench from Chick-fil-A for Carla Queen to be placed at Dorthea Redwine Park Pickleball location.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

- [7.](#) Consideration to set the 2023 millage rate for the Town of Tyrone.

X. NEW BUSINESS

- [8.](#) Consideration to approve a contract with TSW for the Shamrock Park Programming Schematic for an amount not to exceed \$21,815. **Phillip Trocquet, Assistant Town Manager**
- [9.](#) Consideration to approve a subgrant agreement contract with the Atlanta Regional Commission for the 2023 Livable Centers Initiative (LCI) program. **Phillip Trocquet, Assistant Town Manager**
- [10.](#) Consideration to purchase a 2024 Chevrolet 3500HD Service Truck in an amount not to exceed \$65,000.00. **Mitch Bowman, Public Works Supervisor**
- [11.](#) Consideration to approve hiring of Mr. Charles Fennell for the Town's Engineering & Public Works Specialist position. **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 - WORKSHOP

MINUTES

August 03, 2023 at 5:30 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Sandy Beach, Finance/HR Manager

I. CALL TO ORDER

Mayor Pro Tem Furr arrived, and the meeting began at 5:45 pm.

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Campbell, Seconded by Council Member Hill.

Voting Yea: Council Member Howard, Council Member Furr.

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.*

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

1. Consideration of revised text for Sec. 113-191 regarding the Quality Growth Development District Special Requirements. **Phillip Trocquet, Community Development**

Mr. Trocquet shared that there were discussions regarding the Quality Growth Overlay District and the fact that changes needed to be made. He added that although higher architectural and landscaping requirements were part of the current overlay, it had been noted that a revision to material requirement percentages should be considered.

The revised material percentages reflected a more practical application for larger buildings while also maintaining high-quality standards.

Mr. Trocquet reviewed the ordinance and directed everyone to page 5 of the packet. He stated that Class A pertained to more premium materials such as brick, brick veneer, stone, and glass. Recently, a development presented before the Council an architectural elevation that did not meet the exterior requirement; however, it was highly regarded by Council and it was approved. There was a lot of discussion since then regarding large buildings and their percentage of architectural standards. This could be impractical along with the other architectural standards in place. He added that our ordinance would be able to generate high-quality looking buildings regardless of the percentage of material requirements. He stated that staff was taking a two-prong approach to how the Town goes about applying the material requirement to buildings that were over 100,000 square feet and under 100,000 square feet.

Mr. Trocquet began with subsection f. For those that are under 100,000 square, feet the basic standards would be met, such as requiring no less than 70% of quality materials and no more than Class B materials (masonry backed stucco, E.I.F.S., metal or fiber cement boards.). This would pertain to smaller shopping complexes or a car wash. They need to meet higher standards.

He then moved to subsection g and clarified that the verbiage should reflect “over” 100,000 square feet, not “under”. He shared that no more than 70% of Category B materials were required, and no less than 30% of Category A materials were required. He mentioned a few other requirements such as parapet walls for screening rooftop equipment, and an architectural relief every 20 feet. He shared that he was not looking for a vote at the workshop, only feedback, and the public hearing would come later.

Council Member Campbell shared that the suggested verbiage was a good addition to the ordinance. Mayor Pro Tem Furr agreed. Mr. Trocquet stated that he would prepare a text amendment and advertise it. The item should be before Council for a vote within 30 days. Mr. Trocquet reclarified that in Section f (under 100,000 sq. ft.), and g (over 100,000 sq. ft.).

Council Member Howard inquired about the “visual relief” at a minimum of every 20 feet (no long flat walls). Mr. Trocquet clarified that they must provide architectural relief such as a depth texture, or panels, something to break up long blank walls. Windows could also be used for that purpose.

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XII. STAFF COMMENTS

Mr. Perkins updated Council regarding the newly acquired budget software, ClearGov. He gave visuals of the new software and how it would increase the level of transparency for the citizens. He shared that the public would be able to see the current and past budgets and a financial overview. Council would be able to see the budget as it was being continually updated. The website was www.tyronega.cleargov.com. The home page would have updated demographics and a full snapshot of Tyrone, a lot more than just financial information. Clear Gov uploaded the current information, staff would take that over to keep the information current. He then highlighted the projects page which was indicated on a map. Citizens could visit a spot on the Tyrone map and it would open up many details regarding that particular project such as descriptions, images, phase of the project, timeline, bidding, etc. He also shared that citizens could subscribe to updates on particular projects. Anytime there were updates on that project, the citizen would be notified. He walked them through other facets of the user-friendly software and visited another city's website giving more examples of what the public would see.

Mr. Perkins stated that the next phase would be to get staff properly trained. A public launch would be coming soon. Council Member Campbell inquired about the cost. Mr. Perkins stated that including training, the software cost approximately \$27,000.

XIII. COUNCIL COMMENTS

Council Member Furr apologized for being tardy.

XIV. EXECUTIVE SESSION

A motion was made to move into Executive Session to review the Executive Session minutes from July 20, 2023.

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

A motion was made to reconvene.

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

A motion was made to approve the Executive Session minutes from July 20, 2023.

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

XV. ADJOURNMENT

A motion was made to adjourn.

The meeting adjourned at 6:16 pm.

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

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk

TYRONE TOWN COUNCIL MEETING

MINUTES

August 03, 2023 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Sandy Beach, Finance/HR Manager

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

Ms. Jessica Whelan who lives on Valleywood Road shared that the Healing Through Highways event warranted further discussion. The event could have an environmental impact on the Shamrock Park Lake, she asked that it be moved to the regular agenda for discussion.

V. APPROVAL OF AGENDA

A motion was made to approve the consent agenda with the change of moving item number 3 from Consent to New Business.

Motion made by Council Member Campbell, Seconded by Council Member Howard.

Voting Yea: Council Member Hill, Council Member Furr.

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

1. Approval of minutes from July 20, 2023.
2. Approval to purchase a Police Radio for the Tyrone Police and Court Administrative Offices for \$5,339.86.
3. Consideration to renew the 2021 Transportation Traffic Engineering Services Contract with POND, Inc.

A motion was made to approve the consent agenda.

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

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

4. Approval of the Healing Through Highways event at Shamrock Park which is open to the public on August 9, 2023, from 5:00 pm - 7:00 pm.

Mr. Perkins stated that the reason why he asked Council prior to the meeting to pull the item for further discussion was staff's concern regarding the release of the balloons and also concerns from the public. There was no fundamental issue with the event itself. He recommended the approval of the use of the park for the event, however, to not allow the balloon release as part of their event. Council Member Campbell inquired about the purpose of the release of the balloons. Mr. Perkins explained that according to the item cover sheet, *they want to have a balloon release to help participants to safely and privately identify, process and release any past trauma. Program addresses HIV epidemic in rural areas of Georgia with the focus on TGNC communities.* Mr. Perkins added that the TGNC was part of the transgender community.

A motion was made to approve the event with the elimination of the balloon release.

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

5. Consideration to award the 2023 Sinkhole Repair 220 Stonewyck project to URETEK USA, Incorporated for \$34,238. **Scott Langford, PE Public Works Director / Town Engineer**

Mr. Langford explained that a hole was reported in the River Crest subdivision near 220 Stonewyck Drive in the Town's right-of-way. The Town's infrastructure, two gravity sewer lines, sewer force main, and stormwater culvert were inspected and were not the issue. There was a small seepage in the sewer manhole but it did not appear to be the problem. He added that after further research on the depth of the gravity sewer, there was a possibility that the trench for the sewer line was affected by the blasting of rock, from the quarry. The cracks at times could be large enough to bring in soil. Because of this, the use of a high-density, hydro-insensitive polyurethane structural polymer (foam) was chosen as the repair method. The foam would be injected making the soil around the crack stronger, creating a type of seal. The product was also not affected by water. URETEK was recommended by a contractor that had great success with URETEK. He

explained that the company would drill many small holes injecting the product allowing the product to adhere to the open cracks.

The project estimate is \$29,238. Since the exact quantity is not known, staff was asking for a \$5,000 contingency in the event more polymer was needed for a total of \$34,238. He added that the funding would come from the Enterprise Fund.

Council Member Campbell asked when the sinkhole began. Mr. Langford shared that the first call came through at the end of April. At the time, there was a small hole dug beside a homeowner's meter. Fayette County Water Authority had no service call on file for that address. Staff then backfilled the hole, thinking maybe it was from the homeowner's own repairs. After the rain, the hole expanded, at which Mr. Langford closed that portion of the road.

Council Member Campbell declared that no one knows at this point how large the hole is. Mr. Langford explained that the two options were to utilize the filler, or tear up the entire road and chase the tear. Mr. Langford shared that if staff knew of the source, a flowable fillable liquid would be used to seal the area. He suggested that the method before them would find the void and fill it. If excavation was the chosen method, the cost would begin at \$34,000.

Council Member Campbell shared his concern about the uncertainty of how long the hole had been forming, the cracks could reach further than estimated. He asked Mr. Langford, if that method did not work, what steps would then be taken? Mr. Langford shared that the hole grew quickly, however, the road was currently not indicating signs of stress. The elbow was located through excavation and the pumps were turned on with no movement indicated. All other methods were also attempted and Council was left with the method before them. He explained the method and clarified that if the cracks were small, the solvent would seal the lines along with the soil making the barrier stronger.

Council Member Campbell asked for Mr. Langford's comfort level regarding the current integrity of the road. Mr. Langford stated that his concern level was so high that he closed that section of the road before July 4th. He added that he felt confident that the solution before them would be a good one. Council Member Campbell asked for a timeframe. Mr. Langford stated that they would begin on August 10th (weather permitting) and complete the task on August 11th. He explained that a camera would be used to determine that the foam would be filling the holes and not reaching into the sewer lines. Mr. Langford reiterated that the sewer lines currently, were in great shape with no damage. He added that he consulted with a professional that had been the head of Peachtree City WASA, and he shared that the pipes looked great.

Mr. Perkins stated that the Town also consulted with Crawford Grading regarding ground penetrating radar but because of the depth, the radar may not be able to dive that deep. He added that Mr. Langford had explored all options. Mr. Langford shared that staff would continue to monitor the situation.

A motion to award the 2023 Sinkhole Repair 220 Stonewyck project to URETECK USA, Inc. for the amount of \$34,238.

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

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 reminded everyone to attend the Downtown Development Authority's First Friday event at Shamrock Park tomorrow night with Hunter Callahan as the entertainment, 30 vendors and also food trucks. The event will be from 6:00 pm – 8:00 pm.

Ms. Beach announced that there would be three Millage public hearing meetings coming up, one on August 10th at 9:00 am, August 15th at 5:00 pm, and August 17th at 6:30 pm, the adoption would be during the regular Council meeting at 8:00 pm.

Mr. Langford gave a shout-out to the Public Works crew. He stated that the crew was trained and had the opportunity to operate the new hydro-vac on the sinkhole excavation. They did a great job in operating the piece of equipment. Council Member Furr agreed that they were a great group of guys.

XIII. COUNCIL COMMENTS

Council Member Howard asked when the opening day of Pickleball was. Mr. Perkins stated that the contract was still working on a punch list and that he was working with Recreation on a Grand Opening Day. There would be a soft opening as soon as the contractor released their approval. Mr. Perkins stated that he had received a couple of calls regarding what the Town was planning on doing regarding non-Tyrone citizens playing on our courts, he stated, "Nothing". The park was a public park and the courts were built through SPLOST funds which was a County-wide funding source.

Council Member Furr asked if there could be a time limit placed on the courts. Mr. Perkins stated that staff had looked into that however, the quasi-Citizen Pickleball Advisory Group suggested that certain days and times be dedicated to "open play". Other times would be first come first served. Part of the outcry was that other surrounding courts were always full.

Council Member Campbell shared that the contractor S.H. Creel of the Pendleton Dam project received many shout-outs of a job well done from residents. Citizens stated that they were all polite and always cleaned up every day after working in the hot sun.

Council Member Campbell also gave a shout-out to Mr. Perkins for his Talk of the Town held at Town Hall on Monday. He gave a wonderful presentation that was packed full of

important information. He added that citizens could locate the meeting on the Town’s website. He also added that the Pickleball courts looked amazing. He suggested sodding the open space. Mr. Langford stated that the section would be hydro seeded, sodding was not included in the cost.

Council Member Howard inquired about traffic signage for the soon-to-be very popular Pickleball courts. Mr. Perkins shared that “no parking” and “residents only beyond this point” signs had been ordered and that the situation would be monitored. He added that if the signs were ignored, the officers could later enforce them needed. Council Member Howard mentioned that emergency vehicles would need to get by. Mr. Perkins also mentioned that the road was not meant to have parking on the shoulder.

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

A motion was made to adjourn.

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

The meeting adjourned at 7:38 pm.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk

TYRONE TOWN COUNCIL MEETING - SPECIAL CALLED MILLAGE MEETING

MINUTES

August 10, 2023 at 9:00 AM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Brandon Perkins, Town Manager

Phillip Trocquet, Assistant Town Manager

Bridget Smith, Accounting Specialist

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Campbell, Seconded by Council Member Hill.

Voting Yea: Council Member Howard, Council Member Furr.

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.*

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

1. Consideration to set the 2023 millage rate for the Town of Tyrone.

Ms. Beach informed everyone that today was the first of several public hearings. The next public hearing would be held on Tuesday, August 15th at 5:00 pm, the final would

be on Thursday, August 17th at 6:30 pm preceding the regularly scheduled Council meeting where the millage rate would be adopted.

Ms. Beach added that every year in August, the Town assessed the millage rate which determined what your property tax bill would be also including the value of your home from Fayette County.

Mayor Dial shared that the Town's millage rate has stayed the same for the past sixteen years.

Mayor Dial opened the public hearing for anyone that wished to speak in support of the item. No one spoke.

Mayor Dial opened the public hearing for anyone that wished to speak in opposition to the item. No one spoke. The public hearing was closed.

IX. OLD BUSINESS

X. NEW BUSINESS

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

Mr. Jim McKnight who lives in the Southfork subdivision asked questions regarding the homestead act and the millage rate process as it pertained to Tyrone. Mayor Dial explained that Tyrone's millage rate was a percentage of what Fayette County establishes as property taxes. That could change from year to year, however, the Town's millage rate has remained the same. Mr. McKnight continued and stated that when they bought their home from the original owners, the taxes were much higher after they closed on the house. Mayor Dial invited the McKnights to meet with staff after the meeting to discuss his concerns.

Mr. Dia Hunter who lives on O'Connell Street shared that he had lived in Tyrone for ten years and was happy that the millage rate had not increased for sixteen years. He added that Fayette County continued to increase its taxes, and he asked what measures the citizens could take to ensure that taxes did not continue to increase. He shared that he had also continued to file for an exemption. He stated that Tyrone had one of the lowest millage rates in the state and by lowering the millage rate would not be fiscally responsible. He asked what the citizens could do at the County level for them to lower our property taxes. Ms. Beach shared that Tyrone citizens could attend and speak out at the Fayette County Board meetings, their millage public hearings. Mayor Dial agreed regarding attending the County public hearings and voicing your opinions and going through an appeal process. Council Member Hill shared that for the homestead exemption, after a certain age, the County takes away the school tax which would lower your taxes.

Mayor Dial shared that the big picture was that our property taxes were high because people wanted to live here for the schools and low crime and other reasons. If you wished to sell your property would be worth more, so we pay more.

Mr. Glenn Green who lives in the River Oaks subdivision spoke regarding the millage rate. He clarified that Tyrone was operating under a surplus, yet the Town was increasing the millage rate. What amenities would the River Oaks subdivision and others along the north end of Hwy 74 see from that increase? He added that his subdivision did not have fiberoptics which was a problem. He also asked where geographically would those increases be seen, we pay more taxes than anyone.

Mayor Dial stated that public comments were not meant for back and forth, however, due to the informal nature of the meeting place he would answer some questions. He reiterated that the millage rate was not increasing and that it had stayed the same for sixteen years. The property taxes were increasing, and the millage rate as a percentage pulls a higher number of dollars. He added that taxes were increasing but what Tyrone controlled was staying the same. The Town was mindful of residents to the north on Hwy 74 and explained that there were plans to add cart paths for the north end residents to be able to connect to other paths. A recent developer was asked to include a cart path as part of their development.

Mayor Dial stated that he would be happy to meet with anyone after the meeting to go over any further questions anyone may have. He added that Council listened to citizen feedback and what they wanted was to first improve our downtown corridor. We carry out those wishes, we are also looking at Hwy 74 North and how the truck traffic would impact that area. We do not ignore the fact that other neighborhoods are on the north end. Mr. Green shared his concerns for more beautification along the Hwy 74 north end and that the grass was not cut as often as it should be. He thanked Council for the red light change at Sandy Creek, it was an improvement. He also mentioned that his neighborhood was unable to tie into the sewer which was on the north-end of 74. He did not understand why they could not get sewer nor see the other benefits.

Mr. Perkins stated that acquiring fiberoptics was not something that the Town would provide.

XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

A motion was made to adjourn.

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

The meeting adjourned at 9:24 am.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 17, 2023

Agenda Item Type: Consent Agenda

Staff Contact: Chief Randy Mundy

STAFF REPORT

AGENDA ITEM:

2023/2024 Wrecker Service Agreement with Embrey's Wrecker

BACKGROUND:

It is time to renew our wrecker service agreement

FUNDING:

Click or tap here to enter text.

STAFF RECOMMENDATION:

Staff recommends that Council approve the wrecker service agreement with Embrey's Wrecker

ATTACHMENTS:

Yes

PREVIOUS DISCUSSIONS:

Annual Discussion

STATE OF GEORGIA

TOWN OF TYRONE

TOWN OF TYRONE WRECKER SERVICES CONTRACT

THIS AGREEMENT made and entered into this _____ day _____, 20____, by and between THE TOWN OF TYRONE, GEORGIA, a political subdivision of the State of Georgia (hereinafter the Town), and EMBREY'S TOWING (The wrecker service contractors shall individually or collectively hereinafter be referred to as the "Contractor").

WITNESSETH:

In consideration of the covenants and agreements herein mentioned and for good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Contract purpose.

The Town is an indirect beneficiary of this Contract to the extent that, under such Contract, the Town shall establish an obligation on the part of the Contractor to make available to the general public wrecker and related services when and as called upon by the Town of Tyrone. The Town shall establish the maximum rates for services rendered and shall safeguard the general public by assuring coverage while the Contractor is in the performance of this Contract. Upon execution of the Contract, the Contractor shall be bound to deliver services on the terms and conditions of this Contract. The "Town" shall include any Town official, whether law enforcement or otherwise, authorized to request wrecker services of the Contractor.

2. Contract period.

The term of this Contract shall be effective on the date of execution hereof and expire at midnight on _____, 20____; however, upon written approval of the Contractor and the Town, it may be extended to a second, or third year. Extension of this Contract into the second or third year shall be made thirty (30) days prior to the expiration date. By written agreement of extension, the Contractor agrees to the terms and conditions of this Contract for the next twelve (12) months' period.

3. Enforcement; official agent.

The provisions outlined in this Contract shall be supervised and enforced by the Chief of Police of the Town of Tyrone, or his designee. The Chief of Police shall act as an official agent of the Town of Tyrone.

4. Request for Services.

(a) The terms of this Contract are binding when requests for services are initiated by the Town in the normal course of business through an official of the Town's Police Department or other authorized agent of the Town. Normal course of business shall include but not be limited to the following circumstances: Instituting an arrest, removing immediate traffic hazards, removing an abandoned vehicle from the public right-of-ways, impounding stolen vehicles, removing illegally parked cars, any emergency situation requiring a wrecker vehicle summoned to assist in field operations, transporting vehicles to and from police headquarters or to the GBI crime lab or the Impound Lot for evidence collection and processing, removing a vehicle from the scene of an accident, unless otherwise directed by the Town, and such other services required by Town law enforcement in the interest of public safety.

(b) When the Town requests wrecker services as a courtesy (not in normal course of business) the terms of this Contract shall not apply. It shall be the responsibility of the Town official requesting the services to communicate to the Contractor of the "Private or Citizen Request". The Contractor shall not be bound to provide the services; however if such services are not to be provided, the Contractor shall immediately communicate such decision to the Town official requesting the services on the scene.

5. Responding to calls.

Unless otherwise provided herein, the Contractor assigned to a designated area shall be called by the Town for such wrecker services as set forth herein to be performed within the designated area. The Town official requesting such services shall indicate the number of wrecker vehicles required at the scene. If additional equipment or services are required, other than what can be provided by the Contractor, or if more than a reasonable amount of response time has elapsed, another Contractor may be summoned.

6. Response time.

Timely delivery of services is of the essence. The appropriate Contractor shall respond to a request for services and arrive at the scene within twenty (20) minutes from receipt of the call. If the contractor is unable to arrive within the allotted time, the Contractor shall immediately notify the requesting Town official who may then contact another Contractor to respond. In this event, and upon being advised of the cancellation, the contractor failing to respond shall notify its wrecker vehicle operator that the call has been canceled and such operator shall not proceed to the scene.

7. Types of services rendered.

The contractor shall be capable of rendering services which shall include but not be limited to the following:

- (a) Extricate and remove wrecked or disabled vehicles or equipment from the highways, roads streets, or other public thoroughfares and from such property in close proximity there to;
- (b) Tow or otherwise transport wrecked or disabled vehicles or equipment to such places as may be directed by the Town;
- (c) Remove cargo or other material from the highways, roads, streets, or thoroughfares which is part of a load being transported over such right-of-way;
- (d) Remove cargo or other material from highways, roads, streets, or other public thoroughfares to a site or location designated by the Town; and
- (e) Sweep up and remove broken glass or other debris when a vehicle is removed from the highways, roads, streets, or other public thoroughfare.

8. Charges for services.

(a) The Contractor shall be authorized to charge the general public certain fees, at rates not greater than those provided hereafter, for all services rendered pursuant to the provisions of this Contract. The term "services" shall include all notices to the vehicle owners, other paperwork, procedures, tools, equipment, and manpower necessary incidental to the removal of a vehicle, equipment, cargo, or debris to the Contractor's storage facility, Police Department headquarters, Town Impound Lot, or other locations designated by the Town.

(b) All applicable rates shall be displayed in the Contractor's business facility in a prominent manner for the convenience of vehicle claimants and the general public. Billings or statements of charges shall be itemized and clearly printed so any charge can be verified with the posted rates.

(c) The Contractor shall be authorized to charge the following rates for services rendered to the public pursuant to the provisions of this Contract:

- (1) For the purpose of seeking identification of the vehicle owner, security holders, or other interested parties; sending the required notification to the vehicle owner, security holders, Department of revenue, or other interested parties; and performing any and all other duties prescribed under the Official Code of Georgia, Title 40, Chapter 11, "Abandoned Motor Vehicles" the Contractor may charge an Administrative fee not to exceed Thirty Dollars (\$30.00) in addition to an amount not to exceed Forty-Five Dollars (\$45.00) per letter for the first notice required under O.C.G.A. 40-11-2 (d) ; the Contractor may charge an amount not to exceed Forty-Five Dollars (\$45.00) per letter for the second notice required under O.C.G.A. 40-11-2(e) ; the Contractor may charge an amount not to exceed Ten Dollars (\$10.00) for advertising pursuant to State Law; the Contractor may charge an amount not to exceed Fifty Dollars (\$50.00) to acquire any required court orders; and the Contractor may charge any additional amounts to cover other costs incurred under these requirements.

- (2) For those services enumerated in paragraph 7(a) through (e) above, types of services rendered, and for simple transporting of automobiles, motorcycles, and trucks with a gross vehicle weight rating of less than 10,000 lbs, from any point in the Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within the Town, the Contractor may charge an amount not to exceed One Hundred Twenty-Five Dollars (\$125.00) per vehicle;
- (3) For simple transporting of trucks with a gross vehicle weight rating between 10,001 lbs. & 20,000 lbs. from any point in The Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within The Town, the Contractor may charge an amount not to exceed One Hundred and Eighty-Five Dollars (\$185.00) per unit;
- (4) For simple transporting of single unit trucks with a gross vehicle weight rating greater than 20,001 lbs. from any point in the Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within the Town, the Contractor may charge an amount not to exceed Three Hundred and Ten Dollars (\$310.00) per vehicle.
- (5) For simple transporting of combination unit trucks with a gross vehicle weight rating greater than 26,001 lbs. from any point in the Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within the Town, the Contractor may charge an amount not to exceed Six Hundred Fifty Dollars (\$650.00) per vehicle.
- (6) When additional services are required, i.e. temporary repair to the disabled vehicle, or where necessary to remove the vehicle from an inaccessible location and to place it upon the public highway, road, or street, the Contractor shall be entitled to charge an additional amount for such services as follows:
- (a) Single Units

Up to 10,000 lbs.	\$180 per hour per unit
10,001 lbs. – 20,000 lbs.	\$280 per hour per unit
20,001 lbs. and over	\$460 per hour per unit
 - (b) Combination Units \$920 per hour per unit
 - (c) Any additional fees that the Contractor incurs when the use of a sub-contractor is required may also be charged to the vehicle owner.
- (7) Where dollies or flatbeds are necessary, the Contractor may charge an additional amount not to exceed Twenty-Five Dollars (\$25.00);

- (8) Where it becomes necessary to drop the drive shaft on a vehicle in order to transport it safely, the Contractor may charge an additional amount not to exceed Twenty-Five Dollars (\$25.00);
- (9) When it is necessary to remove a tractor/trailer axle, the Contractor may charge an additional amount not to exceed Twenty-Five Dollars (25.00) per axle;
- (10) When it is necessary to connect air to a trailer, the Contractor may charge an additional amount not to exceed Twenty-Five Dollars (\$25.00);
- (11) For storage of vehicles in excess of 24 hours, the Contractor is authorized to charge up to the following amount per day or portion of a day:
 - (a) Single Units
 - (1) Up to 10,000 lbs. \$18
 - (2) 10,001 lbs. – 20,000 lbs. \$25
 - (3) 20,001 lbs and over \$35
 - (b) Combination Units \$50
 - (c) The contractor shall not charge storage for a stolen vehicle that has been recovered until after the vehicle owner has been notified of the recovery by the Law Enforcement agency.
 - (d) Inside storage rates are double those established above for outside storage.
- (12) The Contractor shall transport and store, without charge, any vehicle which was impounded and belongs to the family of the victim of a capital crime i.e. murder, rape, or kidnapping.
 - (a) Under no circumstances shall any Contractor have the authorization to charge any incidental charges that shall exceed the maximum charges as defined by this Contract.
 - (b) The Contractor shall tow vehicles needed for criminal or traffic accident investigation to or from the crime scene to Police Headquarters, Town Impound Lot, State Crime Lab, or any other site designated by the lead investigator without cost to the Town; provided,
 - (1) Except in the case of a capital crime, the Contractor may charge the vehicle owner, provided the owner is someone other than the Town, for the cost of towing the vehicle; however, this charge shall not exceed the amount that could have been charged for towing the vehicle directly from the crime or accident scene to the Contractor's lot regardless of how many times the Contractor had to move the vehicle, and
 - (2) Once the vehicle is parked on the Contractor's lot, the Contractor may charge storage fees after the owner of the vehicle has been notified by the Police department for the recovery or release of the vehicle.

9. Responsibility for charges; vehicle held as security.

The Town shall not be responsible to the Contractor for any amount whatsoever, but all monies owed to the Contractor, pursuant to the terms of the Contract, are the obligation of the owner of the vehicle removed and stored. Each vehicle shall stand as security only for the charges against that vehicle, and when vehicles are unclaimed, such vehicle may be sold as provided by Georgia law.

10. Release of vehicles.

- (a) No Contractor shall release any impounded or stored vehicle to any individual if a hold is placed by the Town Police Department. Once the hold is released from the vehicle, the Town shall provide written notification to the Contractor and the vehicle may be released.
- (b) No vehicle which is impounded or stored shall be released for auction, sale, or other means of disposal, other than to the owner or pursuant to a court order, unless the provisions and requirements of the Georgia Abandoned Vehicle Act have been met. The Contractor shall be furnished with a copy of this law and shall submit a notarized form affirming that the Contractor fully understands the requirements of the law. The affirmation shall be submitted to the Town Police Department.
- (c) Upon written notice from the Chief of Police or his respective designees, the Contractor shall release vehicles at no cost when wrongfully impounded by the Town. Whenever a fee dispute arises or a fee refund is requested, the Town shall make the final determination of settlement. If a refund is deemed appropriated, the Contractor shall be responsible for payment to the party within (3) business days of the notification from the Town.

11. Contractor's responsibility for vehicle and personal property; inventory at scene.

- (a) The Contractor shall be responsible for all vehicles and property towed, transported or stored under this Contract, including all equipment and contents therein.
- (b) The Town official responsible for impounding a vehicle shall make an on-sight inspection of the vehicle and itemize in his report any apparent damages or missing items such as auto parts or accessories. The Town official shall also make an inventory of all items of value left in the vehicle. The impounding Town official shall retain a copy of the inventory form and attach it to his report.
- (c) The Contractor's operator shall verify the accuracy of the inventory taken at the scene and confirm it by signature. The impounding Town official shall provide the Contractor's operator with a copy of the impound form.

12. Hours of service.

- (a) The Contractor shall maintain adequate equipment and a sufficient labor force to meet their demand for services on a full 24-hour per day basis every day of the year. Standby crews and equipment are to be arranged so as to meet emergency situations under abnormal conditions.
- (b) The Contractor shall release impounded vehicles between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on holidays, and is not required to release vehicles between the hours of 5:00 p.m. and 8:00 a.m. and on weekends; However, the Contractor may charge an after- hours fee not to exceed Twenty Five Dollars (\$25.00) if they offer vehicle releases outside of the days and times established above.

13. Office and storage facilities; signs

- (a) The Contractor shall maintain a suitable headquarters facility to transact business and to accommodate the general public. The office shall be staffed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; except on public holidays; and such other additional times as the Contractor may offer. There shall be an employee who can be reached by phone 24 hours per day, every day of the year. Such facility shall be maintained properly clean and presentable at all times and shall be subject to inspection by the Town during normal business hours.
- (b) The Contractor shall have a storage area within Fayette County of an area of such size to safely accommodate 200 passenger automobiles, for storage of towed vehicles or equipment. Such storage area shall be within close proximity to the Contractor's designated area and be secured against free entry and in such a way as to give security to the property entrusted in the Contractor's care. Any storage area that is otherwise open must be enclosed with a fence of at least six (6) feet in height with barbed wire or razor topping to discourage theft, damage or malicious mischief. Such storage areas shall have security with a person in attendance at reasonable times. Such open area shall be paved or have a sufficient packed gravel surface to prevent problems in entry or exit during inclement weather. The Town shall be allowed to inspect the Contractor's facilities to insure compliance with these specifications during normal business hours.
- (c) In addition to the secure, outdoor storage facilities described in paragraph (b) above, the Contractor shall provide secure indoor storage facilities to accommodate any vehicles impounded for evidentiary purposes. It shall be the responsibility of the impounding officer or investigator to request secure storage and indicate same on the impound form at the time of impound. The Contractor may charge the vehicle owner additional fees for inside storage pursuant to Section 8, paragraph (c) (11) (c) of this agreement.

14. Wrecker vehicle, towing and other equipment.

- (a) The Contractor shall maintain in operating condition at all times the following equipment:
1. A minimum of four (4) roll back or similar type wrecker vehicles capable of transporting motorcycles, light trucks, cars and/or any other motorized vehicle;
 2. A minimum of two (2) conventional type wrecker vehicles for winching vehicles out of ditches and other in-accessible locations; and
 3. A minimum of one (1) large wrecker vehicles capable of transporting any vehicle (over 26,001 lbs) such as a tractor-trailer truck.
- (b) Each wrecker vehicle shall carry and maintain a full compliment of service items, including fire extinguishers, chains, ropes, blocks, dollies, stop lights, flares, flashers, flood lights, hand tools, lock-out tools, shovels, axes, wrecking bars, brooms, and other tools necessary for lifting, extricating and righting of wrecked vehicles.
- (c) All wrecker Vehicles shall display the name and telephone number of the Contractor in not less that four (4) inch letters and numbers.

15. Company owners.

The Contractor affirms that its principal owners are not elected officials or employees of the Town. The Contractor shall not have in its employ any elected official or any employee of The Town.

16. Personnel.

- (a) The Contractor shall submit to the Police of Chief the names, addresses, social security numbers, and dates of birth of all persons employed and associates having a financial interest or ownership in the Contractor's wrecker business. Each person listed by the Contractor shall consent to be photographed by the Police Department, sign a GCIC consent form, and be subjected to a complete background investigation. If, in the opinion of Town of Tyrone Chief of Police and Staff Attorney, any employee's or associate's background contains information that could be construed as presenting the possibility of loss or harm to property or persons in performing job duties under this Contract, notice in writing within thirty (30) days shall be provided from the Town to the Contractor. Such notice shall prescribe the findings and measure to be taken with respect to such employee or associate.
- (b) The Contractor shall submit to the chief of police the full names, addresses, social security numbers, and dates of birth of all subsequent additions or deletions of personnel within 24 hours of their employment or departure.
- (c) All drivers of the Contractor's wrecker vehicles shall possess a valid Georgia Driver's License as required by state law.

17. Records

- (a) The Town shall make inventory forms available to its officers for the services rendered under this Contract. In addition to any other information required by law, the following shall be indicated on the form:
1. The case number;
 2. The name of the Town official on the scene or requesting the wrecker services;
 3. The name of the wrecker vehicle operator;
 4. A description of the vehicle to be transported, including make, model, color, tag number and vehicle identification number;
 5. The on-site inspection results, identifying any physical damage and/or any missing auto parts or accessories;
 6. The time the wrecker operator arrived at the scene and the time such vehicle was delivered; and
 7. The location of the pickup and final destination.
- (b) Under the following conditions, an impound form shall be completed at the scene of the impoundment:
1. When a stolen vehicle is recovered;
 2. When vehicles impounded are sent to the state or county crime lab;
 3. When the driver of a vehicle is arrested, and it is determined that no authorized person can legally take possession of the vehicle;
 4. When the driver is taken to a medical facility and is not able to provide competent directions for the care and safekeeping of the vehicle;
 5. When an abandoned vehicle is impounded in accordance with federal, state, or local laws; and
 6. When an unattended vehicle is impounded as a result of a parking violation, road hazard, or other similar circumstances.
- (c) All other impounds in which the Contractor is summoned to the scene by the Town shall be treated as an impound, but it shall not be necessary to complete an impound form at the scene; however, the impound form must be complete within one hour of the impound.
- (d) The Contractor agrees that the Chief of Police, or his duly authorized designee, shall have access to and the right to examine any books, documents, papers or records of the Contractor relating to the Town's wrecker service business. Such business records of the Contractor shall be maintained for three years after the expiration of the Contract.
- (e) The Contractor shall immediately summon the Police upon determining that a theft or loss of a stored vehicle has occurred.

- (f) Any switching, removal, or relocation of a stored, impounded vehicle, or equipment from the initial facility to another facility under the Contractor's care shall be reported to the Town by telephone or facsimile before the vehicle is moved with a written report to the Chief of police or his designee within 24 hours.

18. Contractor's liability; other insurance.

- (a) General insurance requirements shall be applicable to the Contractor and any authorized subcontractor. Insurance requirements shall be based on conditions in place as of the date of the Contract's execution. The Town reserves the right to require adjustments in the level of coverage or waive any or all requirements based on information pertinent to this Contract.
- (b) The following requirements shall also be applicable to the Contractor:
1. Evidence of insurance shall be provided to the Town prior to commencing operations under this contract;
 2. Failure of any contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be constructed to conflict with the obligation of the Contractor concerning indemnification;
 3. Any and all insurance required by this Contract shall be maintained during the entire term of this Contract;
 4. The Town shall, without exception be given no less than thirty (30) days notice prior to cancellation for any and all reasons other than non-payment of premium; and
 5. The Town shall, without exception, be given immediate notification in the event of cancellation for reasons of non-payment of premium.
- (c) The Contractor shall procure and maintain insurance coverage which meets or exceeds the current requirements as established by the State of Georgia for private and permitted towing. Proof of coverage will be provided to the Chief of Police upon execution of this Contract.

19. Communications; cancellation.

- (a) The Contractor shall have two-way communications between their wrecker vehicles and the Contractor's main office.
- (b) In the event the Town cancels a request for wrecker services, the Contractor shall be responsible for communication with the wrecker vehicle operator of the cancellation and no fee shall be charged.

20. Town Owned Vehicles

Tyrone Police Department vehicles shall be towed at no cost to the Police Department or its designated repair facility.

21. Administrative Enforcement

- (a) The Contractor agrees that an Administrative Fine up to \$1,000.00 can be imposed by the Chief of Police for any violation of the provisions of the agreement.
- (b) The following schedule lists the fines for the described misconduct:
 - 1. For "jumping a call" by answering a call in another district without being summoned by the Police Department's Communication E911, a fine of up to \$250.00 per incident after having received a written warning from the Chief of Police.
 - 2. For failure to meet the response time requirement, a fine up to \$50.00 per incident after having received two written warnings from the Chief of Police.
 - 3. For failure to render required services such as sweeping debris from roadway, a fine up to \$50.00 per incident after having received two written warnings from the Chief of Police.
 - 4. Overcharging for services governed by this contract, a fine up to \$1,000.00 after having received a written warning from the Chief of Police. The Contractor will refund any authorized fees in all cases where a vehicle owner is overcharged for services.

22. Suspension; termination of contract

- (a) The Town shall have the right to immediately suspend, upon verbal communication to a Contractor, any services if the Contractor fails to fulfill its obligations hereunder. Written notice shall thereafter be given to the Contractor within seventy-two (72) hours stating the cause for the suspension. The period of suspensions shall be until the Contractor has demonstrated its ability to comply with all terms and provisions of the Contract and has submitted to the Town, in writing, a satisfactory plan to eliminate or cure the violation.
- (b) The Town shall have the right to terminate this Contract if, after appropriate notice to a Contractor, the Contractor has failed to remedy any violation of this Contract within a reasonable time. In this event, written notice of termination shall be given to a Contractor specifying the effective date of such termination.
- (c) This Contract may be terminated, without cause, by any party hereto at any time by mutual consent. Either party may terminate this Contract, unilaterally, provided the other party is given at least sixty (60) days written notice prior to the effective date of termination.

23. Performance; approval to subcontract.

The Contractor shall perform all services contemplated herein as an independent contractor and not as agents or employees of the Town. The Contractor shall secure written permission from the Town prior to subcontracting any services required under the Contract.

24. Responsibility to obey all laws; license; permits

The Contractor shall conform to all federal, state and local laws, rules, ordinances and regulations now in effect and as may be hereafter enacted or revised. Specifically, the Contractor shall comply with all provisions and conditions of the Official Code of Georgia Annotated, Chapter 11 of Title 40, entitled "Abandoned Motor Vehicles". The Contractor shall also be responsible for securing and maintaining all federal, state, and local licenses and permits.

25. Standard of care,

The Contractor shall perform all services required under this Contract in a professional manner using that degree of care and skill ordinarily exercised by and consistent with the standards in the wrecker service industry.

26. Indemnification.

The responsible Contractor agrees to indemnify and hold harmless the Town, its officers, officials, employees, agents and servants from any and all claims, demands, actions, causes of actions, suits, damages, losses and expenses, of whatever kind or nature (including reasonable attorney's fees) arising out of or in connection with this Contract caused by or resulting from the omission or commission of an act, or neglect of a Contractor.

27. Severability

If any term, covenant or conditions of this Contract shall to any extent be declared invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term, covenant or condition hereof shall be valid and enforceable.

28. Entire agreement; modification.

This Contract contains the entire agreement between the parties hereto, and no representations, inducements, promises, commitments or agreements between the parties not contained and embodied within the terms of this Contract shall be of any force and effect. Contractor understands that as work progresses, this Contract may require modification.

Contractor agrees to negotiate in good faith relative to any such modification.

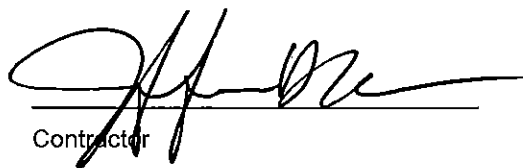
29. Compliance with Security and Immigration.

Compliance with Georgia's Security and Immigration Compliance Act of 2006 – O.C.G.A 13-10-91. Firm(s) awarded bid shall verify the employment eligibility of employees through a Federal work authorization program.

IN WITNESS WHEREOF, all parties hereto have executed the Contract by and through their respective authorized officers or officials, and have caused their respective seals to be hereunto affixed, upon the day and year first above written.

Mayor.
Town of Tyrone

ATTEST : _____



Contractor

ATTEST: _____

III. References

Provide the names, locations, year, contact names and telephone numbers within the last five (5) years in the State of Georgia with whom you have had a working relationship, as references for the Town. (Preferably, the references should be governmental units.) References will be contacted and rated upon their satisfaction of service provided.

Name	Project Location	Year	Contact Name and Phone Number



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 17, 2023

Agenda Item Type: Consent Agenda

Staff Contact: Chief Randy Mundy

STAFF REPORT

AGENDA ITEM:

Purchase of 2 Ford F-150s with Equipment Installed

BACKGROUND:

During our 2023 budget workshop, Council approved the purchase of two (2) 2023 Ford F-150s with equipment installed.

Total Price:

Two (2) Ford F-150s \$94,640.00

Two Equipment Installs \$20,890.00

FUNDING:

30-54-2200

STAFF RECOMMENDATION:

Staff recommends that Council approve the vehicle and equipment purchases

ATTACHMENTS:

Yes

PREVIOUS DISCUSSIONS:

2023 Budget Workshop



BUYER'S ORDER / INVOICE / BILL OF SALE



P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR THESE PURPOSES						SALES PERSON		PROSPECT #	
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS						STOCK NUMBER		DATE	
TYRONE POLICE DEPARTMENT								07/31/23	
						TYPE - R.F.W.T.L.		FLEET#	
						F			
STREET ADDRESS			CITY		COUNTY	STATE		ZIP CODE	
MAILING ADDRESS			CITY		COUNTY	STATE		ZIP CODE	
HOME PHONE		CELL OR PAGER #		OFFICE OR WORK PHONE		E-MAIL ADDRESS			
PRIMARY PURCHASER INFORMATION						BASE PRICE		\$47,170.00	
SOCIAL SECURITY		DRIVER'S LICENSE #		DATE OF BIRTH		NAD #			
VEHICLE PURCHASED						DELIVERY		\$150.00	
TYPE	N	YEAR	2023	MAKE	FORD	MODEL	F150	BODY	
								POLICE RESPONDER	
CYLINDERS	3.5L V6	TRANSMISSION	AUTO	FUEL	UNL	COLOR	BLACK	TRIM	VIN
								ORDERED UNIT	
KEY CODE		QUOTE FOR ORDERED UNIT				ODOMETER		10	
TRADE-IN #1						TOTAL PRICE INCLUDING DEALER OPTIONS		\$47,320.00	
YEAR		MAKE		VIN		ADJUSTED PRICE INCL. DISCOUNT(S)		\$47,320.00	
MODEL		STOCK NUMBER		ODOMETER		TRADE ALLOWANCE \$			
PAYOFF AMOUNT		GOOD UNTIL		ACCOUNT NUMBER		GROSS TRADE-IN ALLOWANCE		\$0.00	
PAYOFF OWED TO		PHONE NUMBER		QUOTED BY		TRADE DIFFERENCE		\$47,320.00	
ADDRESS		CITY		STATE		ZIP CODE			
TRADE-IN #2						SERVICE & DOCUMENTATION FEE		\$0.00	
YEAR		MAKE		VIN		TAXABLE AMOUNT		\$47,320.00	
MODEL		STOCK NUMBER		ODOMETER		TRADE ALLOWANCE \$			
PAYOFF AMOUNT		GOOD UNTIL		ACCOUNT NUMBER		SALES TAX 0%		\$0.00	
PAYOFF OWED TO		PHONE NUMBER		QUOTED BY		TAG & TITLE FEE		\$0.00	
ADDRESS		CITY		STATE		ZIP CODE			
LIEN HOLDER						PRICE INCLUDING TAX & FEES		\$47,320.00	
PURCHASED VEHICLE LIEN HOLDER				LIEN HOLDER CODE		BALANCE OWED ON TRADE(S)		\$0.00	
ADDRESS				CITY		STATE		ZIP CODE	
INSURANCE						TOTAL PURCHASE PRICE W/TRADES		\$47,320.00	
COMPANY				POLICY NUMBER		REBATE(S) ASSIGNED TO DEALER		\$0.00	
AGENT				PHONE		DEPOSIT RECEIPT #		\$0.00	
ADDRESS				CITY		STATE		ZIP CODE	
Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.						CASH DOWN RECEIPT \$		\$0.00	
						SERVICE CONTRACT		\$0.00	
						GAP			
						UNPAID BALANCE			
						NET DUE UPON DEL. CASH/CHECK CONTRACT		\$47,320.00	
PURCHASER'S SIGNATURE _____						ACCEPTED BY: _____			
DATE _____						DEALER OR HIS AUTHORIZED REPRESENTATIVE			
CO-PURCHASER'S SIGNATURE _____						DATE _____			

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

Estimate

**ADDRESS**

Maj. Van Brock
 945 Senoia Road
 Tyrone, GA 30290

SHIP TO

Maj. Van Brock
 945 Senoia Road
 Tyrone, GA 30290

ESTIMATE #	DATE
106788	04/14/2022

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	2021+ Patrol F150 - single cell with bedcover and bed vault.			0.00
				0.00
21TR52MC	21TR 52" Multicolor Lightbar w/flood feature - Full blue white modules (front and blue amber (rear)	1	1,450.00	1,450.00
3492L6	Xcel Siren, 12v, w/Light Control & Hard-wired Mic	1	350.00	350.00
C3100U	CODE 3/C3100 Speak with Universal Brackets	1	150.00	150.00
950	Universal Flashers - headlight flasher	1	60.00	60.00
PMP2WSSSB	Window Shroud Kit for 4" Light w/ Stud Mount - Black - back glass	2	10.00	20.00
EMPS2STS3B	mpower® 4" Fascia Light w/ Stud Mount, Blue back glass	2	85.00	170.00
MR6-B	SURFACE MOUNT or FLUSH MOUNT (Grommet* sold separately), Blue LEDs - bumper intersection side	2	60.00	120.00
HB4PAK-B	4-LED Low Profile Hide-A-Way, Blue rear intersection and rear facing	2	120.00	240.00
CD3766BW	Chase lights for the channel / additional flood	2	80.00	160.00
36-52065	Push Bumper Elite XD 2016 F-150	1	495.00	495.00
36-6015C2CH	Westin light channel for 2 Chase lights	1	30.00	30.00
425-6524	F-150 SSV/Police Responder 2021+ with Locking Lid (20" FP/ 28" FLP)	1	585.00	585.00
425-3704	Dual ABS Cupholder	1	40.00	40.00
425-2969	Faceplate with 3-12 Volt Power Outlets	1	35.00	35.00
425-6260	JOTTO-Armrest	1	45.00	45.00
425-5542/5182	Console Side Mount	1	440.00	440.00
475-1291	Single Cell Lite Prisoner Transport System for Ford F-150 SSV/Police Responder (2018+)	1	1,050.00	1,050.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
475-2038	ZRT Gun Mount AR/870	1	335.00	335.00
Tint Premium - 4dr Truck	Tint Premium - 4 door truck including front windshield strip 5%, 32% all the way.	1	225.00	225.00
Misc	Extang 2.0 bed cover	1	850.00	850.00
Misc	decked two drawer bed vault	1	1,395.00	1,395.00
Graphics	Graphics	1	595.00	595.00
Labor	Installation equipment and customer supplied radio.	16	85.00	1,360.00
Shipping	Shipping	1	245.00	245.00

SUBTOTAL 10,445.00

TAX 0.00

TOTAL **\$10,445.00**

Accepted By

Accepted Date



COUNCIL ITEM AGENDA REQUEST FORM

Department: RECREATION

Meeting Date: AUGUST 17, 2023

Staff Contact: LYNDA OWENS

Agenda Section: CONSENT

Staff Report:

Item Description: Donations from the PTC/Fayette Pickleball Association

Background/History

Mr. Gary Mercer has been working with PTC / Fayette Pickleball Group and they have generously agreed to the following donations:

- 1) Round epoxy coated steel picnic table. Green or Blue (I'm assuming green as that's Tyrone's town color). See attached (\$1,198.85 value)
- 1) Market Umbrella to match table
- 1) Umbrella base
- 1) Paddletec Paddle
- 3) sleeves of pickleballs
- 5) Sweat towels embroidered "Tyrone Pickleball August 19, 2023"

Findings/Current Activity: PENDING APPROVAL

Is this a budgeted item? no **If so, include budget line number:**

The items would be at no charge to the Town.

Actions/Options/Recommendations:

Approval



COUNCIL ITEM AGENDA REQUEST FORM

Department: RECREATION

Meeting Date: AUGUST 17, 2023

Staff Contact: LYNDA OWENS

Agenda Section: CONSENT

Staff Report:

Item Description: Pickleball Information Sign Board Donation

Background/History:

Mr. Jordan Jewkes of the Jewkes Law Firm would like to donate a message board for the pickleball court area at Redwine Park. Please see attached picture. Green board. In ground posts. Locking, sliding, plexiglass panels on front.

Findings/Current Activity: PENDING APPROVAL

Is this a budgeted item? no If so, include budget line number:

This item would be at no charge to the Town.

Actions/Options/Recommendations:

Approval



COUNCIL ITEM AGENDA REQUEST FORM

Department: RECREATION

Meeting Date: 8/17/2023

Staff Contact: Lynda Owens

Agenda Section: Consent

Staff Report:

Item Description:

Donations of bench for pickleball courts at Redwine Park

Background: The bench will be ordered and paid for by either Chick-fil-a or her husband, Mr. Queen.

Findings/Current Activity:

Pending Council Approval

Items to be ordered once the Council has approved.

Is this a budgeted item?_no If so, include budget line number: n/a

Actions/Options/Recommendations:

Approval of donation



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 17, 2023

Agenda Item Type: Old Business

Staff Contact: Sandy Beach

STAFF REPORT

AGENDA ITEM:

Setting the 2023 Millage Rate

BACKGROUND:

Each year in August a millage rate must be set to calculate the Town of Tyrone's share of property taxes which are used for General Fund expenditures that year.

FUNDING:

The proposed 2.889 millage rate is estimated to provide revenue for approximately 11% of the budgeted General Fund expenses for the 2023/2024 fiscal year.

STAFF RECOMMENDATION:

Staff recommends that the Town of Tyrone maintain the 2.889 millage rate for the 16th year in a row.

ATTACHMENTS:

Property Taxes Press Release

Notice of Property Tax Increase Advertisement

Current 2023 Property Tax Digest and 5-Year History of Levy

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

PREVIOUS DISCUSSIONS:

Public Hearings: Aug 10, 2023, Aug 15, 2023, and Aug 17, 2023

FOR IMMEDIATE RELEASE

July 28, 2023

Town of Tyrone Proposes Increase in Property Taxes

The Mayor and Town Council of the Town of Tyrone, Georgia have announced today their intention to increase the collection of property taxes in 2023. This increase as compared to prior-year revenues is due to the need for a millage rate above the state-defined roll-back millage rate as calculated after the tax digest is prepared by the Fayette County Tax Assessors Office.

During budget preparation, the Town of Tyrone committed to maintaining its Maintenance & Operations (M&O) millage at a rate of 2.889 mills. As was the case last year, the assessed value of the new construction and existing real and personal properties within the town limits have increased, and a roll-back millage was calculated at 2.626 mills.

Georgia Law requires that a government rollback their millage rate to a number of mills that will produce the same number of dollars in property tax revenue from the prior year. The Town's millage has been at this rate for sixteen years, despite vast fluctuations in economic factors. The proposed increase in property tax revenue, year over year, amounts to \$160,566 or 9.41%. The total number of dollars anticipated to be collected in property tax for 2023 is \$1,866,456.

Before the Town Council can set a final millage rate at a council meeting on August 17, 2023 at 7:00 pm, the Department of Revenue requires that three public hearings be held to allow for the citizens to express their opinion on the potential increase. All concerned citizens are invited to the public hearings, which will be held at the Tyrone Municipal Complex, 950 Senoia Road, on the following dates and times.

Public Hearings for Town of Tyrone Property Tax Increase:

Thursday, August 10, 2023 at 9:00 AM

Tuesday, August 15, 2023 at 5:00 PM

Thursday, August 17, 2023 at 6:30 PM

#

NOTICE OF PROPERTY TAX INCREASE

The Mayor and Council for the Town of Tyrone, Georgia have tentatively adopted a millage rate which will require an increase in property taxes by 9.41% percent in 2023.

All concerned citizens are invited to the public hearing on this tax increase to be held at the Tyrone Municipal Complex, 950 Senoia Road, Tyrone, Georgia 30290 on August 10, 2023 at 9:00 am.

The times and places of additional public hearings are at the Tyrone Municipal Complex, 950 Senoia Road, Tyrone, Georgia 30290 on August 15, 2023 at 5:00 pm, and August 17, 2023 at 6:30 pm. Final adoption will be held at the council meeting on August 17, 2023 at 7:00 pm.

This tentative increase will result in a millage rate of 2.889 mills, an increase of .263 mills. Without this tentative tax increase, the millage rate will be no more than 2.626 mills. The proposed tax increase for a home with a fair market value of \$450,000 is approximately \$46.81 and the proposed tax increase for non-homestead property with a fair market value of \$400,000 is approximately \$42.08.

CURRENT 2023 PROPERTY TAX DIGEST AND 5-YEAR HISTORY OF LEVY

TOWN OF TYRONE	2018	2019	2020	2021	2022	2023
REAL & PERSONAL	418,311,166	452,963,631	489,201,170	521,129,376	601,796,842	662,874,823
MOTOR VEHICLE	7,330,290	6,079,500	5,196,310	4,202,760	3,851,020	3,646,170
MOBILE HOMES	55,233	50,553	50,553	48,793	48,673	48,673
TIMBER - 100%	0	0	0	0	0	0
HEAVY DUTY EQUIPMENT	61,875	22,595	69,573	25,165	19,709	5,542
GROSS DIGEST	425,758,564	459,116,279	494,517,606	525,406,094	605,716,244	666,575,208
LESS M&O EXEMPTIONS	8,450,886	10,325,661	17,765,461	16,309,132	15,238,612	20,519,144
NET M&O DIGEST	417,307,678	448,790,618	476,752,145	509,096,962	590,477,632	646,056,064
GROSS M&O MILLAGE	5.739	5.647	5.700	5.619	5.426	5.515
LESS ROLLBACKS	2.850	2.758	2.811	2.730	2.537	2.626
NET M&O MILLAGE	2.889	2.889	2.889	2.889	2.889	2.889
NET TAXES LEVIED	1,205,602	1,296,556	1,377,337	1,470,781	1,705,890	1,866,456
NET TAXES \$ INCREASE	38,804	90,954	80,781	93,444	235,109	160,566
NET TAXES % INCREASE	3.33%	7.54%	6.23%	6.78%	15.99%	9.41%

Nineteen Year History

Town of Tyrone	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
REAL & PERSONAL	263,129,139	317,605,158	359,465,909	380,388,266	389,213,077	359,390,594	342,593,921	300,954,772	292,520,852	302,866,477	345,180,477	358,012,154	401,305,025	418,311,166	452,963,631	489,201,170	521,129,376	601,796,842	662,874,823
MOTOR VEHICLES	18,425,490	18,998,860	21,612,650	26,572,700	28,320,430	23,713,820	22,890,930	24,091,440	26,166,660	21,772,240	16,107,340	12,518,760	9,398,150	7,330,290	6,079,500	5,196,310	4,202,760	3,851,020	3,646,170
MOBILE HOMES	83,045	83,045	93,164	89,863	79,057	72,680	70,223	63,833	62,553	62,553	61,233	59,353	55,233	55,233	50,553	50,553	48,793	48,673	48,673
TIMBER - 100%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HEAVY DUTY EQUIPMENT	44,814	217,211	328,534	105,428	6,923	0	0	3,055	34,074	36,756	22,716	20,786	18,708	61,875	22,595	69,573	25,165	19,709	5,542
GROSS DIGEST	281,682,488	336,904,274	381,500,257	407,156,257	417,619,487	383,177,094	365,555,074	325,113,100	318,878,438	324,738,026	361,371,766	370,611,053	410,777,116	425,758,564	459,116,279	494,517,606	525,406,094	605,716,244	666,575,208
LESS M&O EXEMPTIONS	3,876,838	4,868,066	6,031,957	6,890,139	7,265,574	8,180,427	9,515,989	8,407,210	5,192,403	6,126,703	7,152,458	6,176,400	6,901,127	8,450,886	10,325,661	17,765,461	16,309,132	15,238,612	20,519,144
NET M&O DIGEST	277,805,650	332,036,208	375,468,300	400,266,118	410,353,913	374,996,667	356,039,085	316,705,890	313,686,035	318,611,323	354,219,308	364,434,653	403,875,989	417,307,678	448,790,618	476,752,145	509,096,962	590,477,632	646,056,064
GROSS M&O MILLAGE	6.245	5.610	5.704	5.092	4.883	6.02	5.93	5.529	5.5	5.525	5.915	5.704	5.532	5.739	5.647	5.700	5.619	5.426	5.515
LESS ROLLBACKS	3.345	2.710	2.804	2.203	1.994	3.131	3.041	2.64	2.611	2.636	3.026	2.815	2.643	2.85	2.758	2.811	2.730	2.537	2.626
NET M&O MILLAGE	2.900	2.900	2.900	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889
NET TAXES LEVIED	805,636	962,905	1,088,858	1,156,369	1,185,512	1,083,365	1,028,597	914,963	906,239	920,468	1,023,340	1,052,852	1,166,798	1,205,602	1,296,556	1,377,337	1,470,781	1,705,890	1,866,456
NET TAXES \$ INCREASE	137,485	157,269	125,953	67,511	29,143	(102,147)	(54,768)	(113,634)	(8,724)	14,229	102,872	29,512	113,946	38,804	90,954	80,781	93,444	235,109	160,566
NET TAXES % INCREASE	20.58%	19.52%	13.08%	6.20%	2.52%	-8.62%	-5.06%	-11.05%	-1.00%	1.80%	10.02%	2.88%	10.82%	3.33%	7.54%	6.23%	6.78%	15.99%	9.41%



COUNCIL ITEM AGENDA REQUEST FORM

Department: Community Development

Meeting Date: 08/17/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Background/History:

The 2023 SPLOST noted improvements to Shamrock Park consistent with citizen feedback and concepts listed in the Comprehensive Plan and Envision Tyrone Downtown Plan (LCI). These improvements included landscaping, hardscaping, and parking improvements, as well as the accommodation of a permanent stage/pavilion for the park.

Findings/Current Activity:

This programming schematic contract will move the park from concept to design to be ready for construction so that we can begin improving the park.

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

Actions/Options/Recommendations:

Staff recommends approval of the contract with TSW.



Agreement – Town of Tyrone

August 4, 2023

TSW (the Consultant) agrees to **Town of Tyrone** (the Client) the following professional services associated with the Tyrone Shamrock Park Planning Schematic (the Project), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement).

1. SERVICES

TSW will provide the following services:

See Exhibit A (Scope of Services)

2. EXCLUSIONS

TSW will not be responsible for the following services:

n/a

3. SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the SERVICES above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see SCHEDULE), make changes to the SERVICES and their technical provisions, as mutually agreed upon in writing. If any such change causes any increase or decrease in the Consultant's cost of performing any part of the SERVICES, an equitable adjustment will be made in FEES, or in the SCHEDULE, or in both, and a written amendment of such adjustment will be made. Any claim by the Consultant for an equitable adjustment must be in writing and delivered to the Client before proceeding with the additional services. The Consultant will perform no additional services until written authorization is received from Client. Nothing in this clause will excuse the Consultant from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

4. SCHEDULE

The full length of this Agreement is as follows:

4. SCHEDULE

The full length of this Agreement is as follows:

August 1, 2023 to March 31, 2024

The Consultant will provide project deliverables on dates as agreed in SERVICES and SCHEDULE, as applicable. The Consultant will make every effort to meet agreed upon dates. The Client is aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work.

5. FEES

TSW agrees to provide services included in this AGREEMENT: See Exhibit B (Fees)

6. ADDITIONAL SERVICES

Work will be completed based on the SCHEDULE section above. Changes in Client input or direction, excessive changes, or major deviation from the SCHEDULE may be cause for additional services. Any services that the Client requests that is not specified in SERVICES above will be considered an additional service. Such work requires written approval, an amendment to this AGREEMENT, and additional fees.

7. ASSIGNMENT OF WORK

The Consultant reserves the right to assign subcontractors to the SERVICES to ensure quality and on-time completion.

8. RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See COPYRIGHTS below.

9. COPYRIGHTS

The Consultant shall retain the right to use all copyrighted materials for marketing purposes with Client's written permission. The Town shall retain copyrights associated with work after undisputed payment of each task listed in the contract. Such copyrighted material shall include, but not be limited to digital files, CAD files, plans, shapefiles, drawings, documents, etc.

10. PERMISSIONS AND RELEASES

The Client agrees, to the level of indemnification allowed by law, to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the SERVICES at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

11. BILLING AND PAYMENT POLICIES

In contracting with the Consultant, the Client warrants that funds are available to compensate the Consultant for the total fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.

The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their receipt of the invoice. The disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% per month to delinquent accounts for professional services with the exception of charges which are under dispute.

Account delinquency longer than 60 days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all undisputed fees and service charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

12. TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice sent via certified mail 7-days from receipt, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of the Agreement.
- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.

When the Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.

The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

13. DISPUTE RESOLUTION

All disputes arising from this Agreement, shall be referred to a court of competent jurisdiction. Venue for any cause of action shall be in Fayette County, Georgia, or the Northern District of Georgia, as the case may be.

The Client and TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

14. MISCELLANEOUS

This Agreement is governed by the law of the place where the Project is located. The undersigned agrees to the terms of this Agreement on behalf of their organization or business.



TSW

Town of Tyrone

August 4, 2023_____

Date

Date

EXHIBIT A:

Scope of Services

Shamrock Park Programming Schematic

Task 1: Kick-off Meeting and Work Session

TSW will conduct a project Kick-off Meeting and Work Session with Town staff and representatives that will include:

- Site visit
- Review of park concept developed in the Downtown LCI Plan and discussion of project goals
- Discussion of programming/park components
- Bubble diagrams of programming concepts

Task 2: Alternative Site Plans

Based on Task 1 meeting and work session, TSW will develop three (3) black and white design alternative site plans with preliminary cost estimates for each.

Task 3: Presentation of Alternative Site Plans

TSW will present Alternative Site Plans and preliminary cost estimates at one (1) Council Meeting to gather feedback and design direction for the Final Site Plan.

Task 4: Final Site Plan

Based on feedback from the Town Council presentation, TSW will refine one of the Alternative Site Plans or a combination of elements from the plans into a Final Site Plan with preliminary cost estimate.

Task 5: Presentation of Final Site Plan

TSW will present the Final Site Plan and preliminary cost estimates at one (1) Council Meeting to gather feedback and direction on needed revisions.

Task 6: Final Deliverables

Based on feedback from the Town Council presentation, TSW will revise the Final Plan and develop supporting documents. Deliverables will include:

- One (1) Final Plan Rendering (electronic version and printed/mounted version)
- Two (2) Image Boards with representative images of park components/character
- Three (3) Computer-generated Graphics of key park areas
- One (1) Computer-generated Video to show park components

EXHIBIT B:

Fees



1447 Peachtree Street NE
Suite 850
Atlanta, GA 30309
Phone: 404.873.6730
www.tsw-design.com

Principals:
Thomas Walsh
Adam Williamson
Caleb Racicot
Bryan Bays
Heather Hubble

Shamrock Park Programming Schematic

DESCRIPTION	ESTIMATED FEE
Conceptual Design	\$16,055
Cost Estimation	\$2,500
Presentation/Graphics	\$2,760
Reimbursable Expenses (printing, travel)	\$500
TOTAL:	\$21,815





COUNCIL ITEM AGENDA REQUEST FORM

Department: Community Development

Meeting Date: 08/17/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Background/History:

The Town Received an LCI master plan grant in 2021 for our downtown area. This grant served a twofold purpose of setting a consistent direction and purpose for the Town Center District (Downtown) as well as enabled the Town to pursue further LCI and State grant monies for downtown.

Findings/Current Activity:

The latest LCI application was aimed at honing a streetscape plan for Senoia Road and other minor streets downtown. This plan will enable the Town to plan exactly which streetscape improvements can be done along certain segments of Senoia Road and allow us to move easily into construction. Construction funding has already been allocated as part of the 2023 SPLOST and ARPA budget.

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

Actions/Options/Recommendations:

Staff recommends approval of the contract with the Atlanta Regional Commission.

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this ____ day of ____, 2023, by and between Town of Tyrone, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before October 31, 2025.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$160,000.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding

the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.
10. Indemnification. The Subgrantee shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Subgrantee or any person employed by the Subgrantee.
11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this

agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or her authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
14. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.
15. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.
16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.

17. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
18. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
19. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
20. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.
21. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
22. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent,

Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
25. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
26. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.
27. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data

or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.

28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:
 - a. For all agreements:
 - i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.
 - ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain

for themselves or others, particularly those with whom they have family, business, or other ties.

- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.
- xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
 - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
 - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.
- d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

31. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Subgrantee further agrees to comply with the DBE Utilization

Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

32. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
33. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.
34. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or

if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

35. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
36. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
37. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by ARC's Chief Operating Officer who, after advisory consultation with all appropriate ARC officials (e.g., General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Chief Operating Officer shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the ARC Office of General Counsel.

The decision of the Chief Operating Officer shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the Chief Operating Officer shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty

(20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the Chief Operating Officer. A copy of the decision shall also be furnished to the ARC Office of General Counsel.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the Chief Operating Officer's decision.

Nothing in the foregoing shall be construed as making final the decisions of the Chief Operating Officer or the Executive Director as such decision relate to question of law.

38. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both Parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this agreement to the extent feasible.
39. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

TOWN OF TYRONE

By: _____

Title: _____

ATTEST:

ATLANTA REGIONAL COMMISSION

ARC Assistant Secretary

By: _____
Executive Director

By: _____
Chairman

ATTACHMENT A

Scope of Work

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) sub element:

302CAS - Livable Centers Initiative Investment Policy Studies (LCI)

II. Area covered: All the necessary services provided in this subgrant contract will support the study of LCI-related programs and projects within and adjacent to a portion of the Tyrone LCI Area as proposed in Exhibit A-1. The study area may extend beyond these limits if needed for logical termini purposes.

III. LCI Goal: Portions of the Atlanta Metropolitan Transportation Planning Area are in maintenance for both ozone and PM2.5 standards under the Clean Air Act Amendments of 1990. Because of this designation, the region must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. The LCI Program seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit, and support further development in the study area. Evaluation of the existing structure and development of likely scenarios should produce recommendations for future investment that support ARC’s Livable Centers Initiative Program. Improving safety and walkability will result in the increases in the alternatives to driving alone.

IV. Work Tasks:

The Town of Tyrone (Sponsor) will develop the Tyrone Town Center Streetscape & Mobility Study. The purpose of this study is to develop a streetscape and mobility plan for Senoia Road and other connectors (Arrowood Road, Commerce Road, and Brentwood Road) within the 2021 Tyrone LCI Plan.

The Sponsor and ARC anticipate the following outcomes from the study to be:

- *Streetscape Design Guidelines & Schematic* detailed cross-sections that identify sidewalk & multi-use trail locations, landscape and stormwater islands, curb and gutter, on-street parking, and other elements of streetscaping based on a topographic survey revealing conditions within the study area.
- *Street Construction Standards* for Sec. 109-256 of the local ordinance with new street construction standards and policies for any new streets constructed or reconstructed in the Town Center District to align with more 'complete street' construction principles mentioned above.
- *Creative Placemaking & Wayfinding Strategy* matching the design of the schematic in conjunction with the Town’s wayfinding and signage efforts to increase navigability, mobility, and livability.

- *Smart Technology & EV Integration Strategy* identifying the best placement for EV charging via on-street parking and smart tech such as RRFB crosswalks.

The work to be accomplished under this contract is divided into the following tasks:

Task 1 – Existing Conditions & Technical Analysis:

The focus of the assessment will include the following:

- An examination of existing conditions of pedestrian, multi-use, and streetscaping infrastructure locations as well as items identified in the 2021 Tyrone LCI Plan.
- Survey existing conditions of pedestrian, roadway, and streetscaping infrastructure locations including significant old growth trees, topography, ROW dimensions, existing stormwater infrastructure, existing utilities, and road crossings.
- Identify physical constraints such as topography, lack of right-of-way, impacts to potentially historic properties, environmental features, and locations of utilities.
- Identify new stormwater infrastructure design feasibility.
- Examination and review of existing street construction ordinances land use ordinances and policies related to the project scope.

Task 2 – Public Engagement:

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, youth, and elderly or disabled citizens. The subgrantee will conduct an outreach process that promotes the involvement of all stakeholders in the study area.

The Sponsors must comply with the following:

- ARC Project Manager must be notified of all meetings taking place.
- Project information shall be uploaded to the subgrantee website to provide basic project information to the public along with project materials and meeting summaries.
- A Project Management Team shall be formed with representatives from the Sponsor and ARC.
- The subgrantee and consultant team will seek input and comments from a Project Advisory Group of major stakeholders.

The subgrantee will schedule at least three public open engagement opportunities in a format determined by the project team. The following topics/milestones should be covered by the public engagement activities (at a minimum):

- Provide an overview of the study process, the goals of the study, key dates, and opportunities for public input.

- Solicit opinions on goals and objectives of the study, community needs, strengths, weaknesses, opportunities, and threats related to the potential pedestrian and streetscaping infrastructure locations in the LCI area.
- Seek input and consensus on the preferred concept, typical sections, or improvements.
- Seek approval of final plan documents and concepts.

Virtual meetings and/or digital engagement activities can be used to meet the above activities.

Final Plan Review and Transportation Coordination Meetings

A transportation project coordination meeting is required to be conducted prior to finalizing the LCI plan recommendations. To ensure the transportation projects are feasible, the coordination meeting should include all affected organizations (GDOT, Fayette County, etc.) to discuss potential projects prior to the transportation improvement list being finalized.

The final plan review is to be at the ARC offices to discuss the plan process, issues, or unique activities that occurred, and future projects that are needed to implement the plan once the plan is complete.

Task 3 – Conceptual Plan and Analysis Report Development:

Prepare a concept layout, typical sections and cost estimates based on the existing conditions, and technical analysis. Specific elements shall include:

- Layout or schematic of the pedestrian and streetscaping infrastructure based on the existing conditions analysis and ROW survey.
- Alternative alignments and typical sections for the pedestrian and streetscaping infrastructure and connections.
- Development of crossing plans of roadways with concepts and costs.
- Public space placemaking elements and strategies, including but not limited to public art, wayfinding, and safety and decorative lighting.
- Preparation of analysis of alternatives report, which includes analysis of potential environmental impacts, transportation impacts, ROW, utility conflicts and overall cost estimates.
- Opportunities for the incorporation of green infrastructure within the transportation elements.
- Opportunities for the incorporation of smart technology and EV infrastructure within the transportation elements.
- Conceptual renderings of the pedestrian, multi-use, and streetscaping infrastructure, connections, and crossings.
- Temporary and interim transportation improvement recommendations.
- Preparation of adoptable text amendment ordinances.

Task 4 – Prepare Project Deliverables

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall include the following (not necessarily in this order):

- **Summaries of the plan development process:**
 - A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
 - A description of the public participation process used to achieve a community-supported program of improvements.
- **Draft Concept Plans and thematic concept(s)**
 - An area plan map outlining the type of elements and strategies to be installed at recommended locations. The summaries of these strategies written in a cohesive, user-friendly format.
 - A preferred layout and typical section of the pedestrian and streetscaping infrastructure.
 - Conceptual renderings that illustrate the street level improvements, green infrastructure, smart technology and EV infrastructure, and placemaking elements.
 - Model text amendment ordinances for new streetscape standards.
- **Implementation Strategy**
 - A 100-day Action Plan shall be developed to include no-cost or very low-cost actions and organizational steps needed to keep momentum going and the stakeholders involved and sharing responsibility for the plan's success. This action plan should identify short term creative placemaking measures and temporary transportation installations that the Town of Tyrone can undertake to test out concepts in a lighter, cheaper, faster manner.
 - Changes to the Town of Tyrone's applicable ordinances and guidelines for code adherence and if necessary, recommendations for regulatory reform to implement the plan.
 - A phasing program based on the priority and implementation schedule of the various project elements to be undertaken in the project area.
 - A work program to implement the recommendations.
 - Cost estimates for all project components.

Format of Deliverables

- PDF file of the document, any appendices, concept plans, and typical sections.
- Electronic files in their original formats with supporting graphics and GIS or other data files (Excel, InDesign, etc.).

EXHIBIT A-1
LCI Study Area

Town of Tyrone
LCI Streetscape Limits

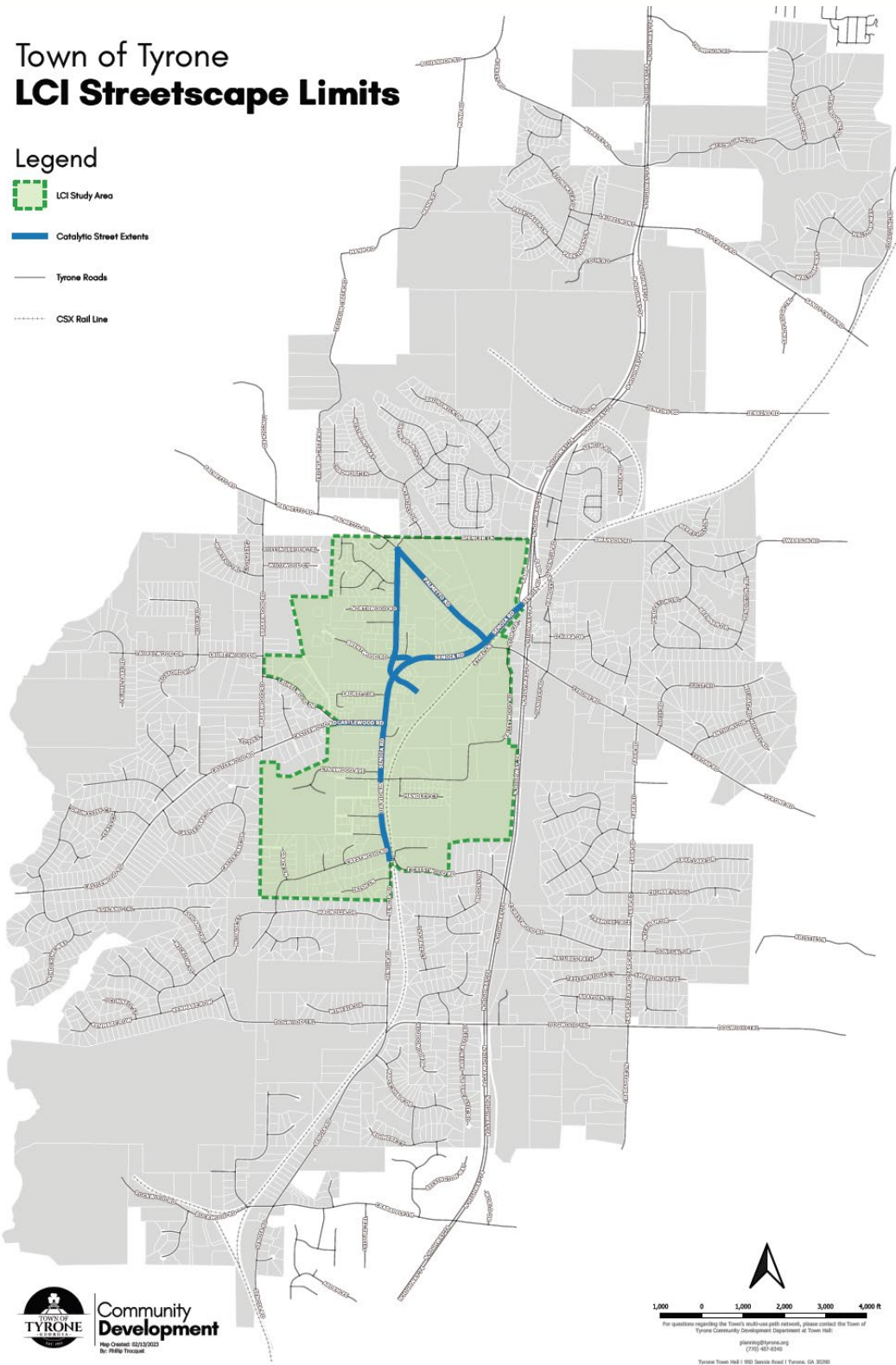
Legend



Catalytic Street Extents

Tyrone Roads

CSX Rail Line



1,000 0 1,000 2,000 3,000 4,000 ft

For questions regarding the Town's multi-use path network, please contact the Town of Tyrone Community Development Department at Town Hall.

planning@tyrone.org
(770) 437-6340

Tyrone Town Hall | 900 Senate Road | Tyrone, GA 30080

ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in “Attachment A”) is \$200,000. ARC’s compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$160,000. All costs in excess of \$160,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, “Budget Estimate,” which is attached to and made part of this contract for financial reporting, monitoring, and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC’s discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning “Reports” in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively, and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee’s monthly invoices and monthly narrative progress reports are to be submitted to the ARC Executive Director or her authorized agent and must be received by her no later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee’s final invoice and documents as described in “Attachment A, Task 3 – Prepare Project Deliverables” must be received by ARC no later than one month after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$160,000 and that the Subgrantee expressly agrees that they shall do, perform, and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency, or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent: In accordance with Paragraph 5 of the main body of this contract, ARC's Executive Director hereby designates ARC's Chief Operating Officer, as her agent for purposes of this contract only, except for executing amendments hereto.

EXHIBIT B-1

Budget Estimate

Task 1 – Existing Conditions Assessment	\$30,000
Task 2 – Public Involvement	\$10,000
Task 3 – Conceptual Plan and Analysis Report Development	\$100,000
Task 4 – Prepare Deliverables	<u>\$60,000</u>
Total Cost	\$200,000
ARC Share (80%)	\$160,000
Local Share (20%)	\$40,000

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC’s Chief Operating Officer.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

Section X, Item 9.

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 29, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. LOBBYING

As required by **Section 1352, Title 31 of the U.S. Code** (as implemented at 49 CFR Part 20), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Atlanta Regional Commission has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

E-Verify User Identification Number

Date of Authorization

Company Name

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201____

Notary Public
My Commission Expires: _____

[NOTARY SEAL]

CONTRACTOR/VENDOR INFORMATION

Section X, Item 9.

Legal name & address of
entity with which
ARC is to contract:

If different from above-
Legal name of Payee:
Payment Address:

(If additional addresses are needed, identify each and its purpose on the reverse of this page).

Legal entity status (please mark all that apply):

☐ Corporation ☐ Partnership ☐ Individual ☐ Sole Proprietor

☐ 501C3 ☐ 501C4 ☐ Other Non-profit (describe) _____

☐ State Government ☐ County/Local Government

Other(describe): _____

(Federal) Employer Identification Number: _____

OR

Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES NO

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES NO

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES NO

Minority or Women

If YES, attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$500,000 or more in a year in Federal awards?

YES NO

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____

Title: _____

Signature: _____

Date: _____



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: September 7, 2023
Agenda Item Type: New Business
Staff Contact: Mitch Bowman, Maintenance Supervisor

STAFF REPORT

AGENDA ITEM:

Consideration to purchase a Utility Service Truck for the Public Works Department.

BACKGROUND:

The Public Works Department requested that a Utility Service Truck be purchased in the current fiscal year to haul new heavy equipment and to serve as an Emergency Response Vehicle.

FUNDING:

The funding for this item was placed within the current SPLOST list for this fiscal year.

STAFF RECOMMENDATION:

Staff recommends that we purchase a Utility Service Truck from SouthTowne Chevrolet in Newnan in the amount not to exceed \$65,000.00 not including emergency lights that will be installed by 144th Marketing Group.

ATTACHMENTS:

SouthTowne Chevrolet quote is attached.

PREVIOUS DISCUSSIONS:

Discussed in budgeting process for this FY with Supervisor, Scott Langford.



Vehicle Locator

Section X, Item 10.

Dealer Information

SOUTHTOWNE CHEVROLET BUICK GMC
695 BULLSBORO DR
NEWMAN, GA 30265
Phone: 770-253-3131
Fax: 770-253-1452

Mitch-

Truck	52,200.00
Body	11,300.00
	<hr/>
	63,500.00
	897.00 Doc Fee

1GB4YSE76RF153153

Model Year: 2024

Make: Chevrolet

Model: 3500HD Silverado

CK31043-Crew Chassis Cab, 4WD

PEG: 1WT-Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H2G-1WT-Vinyl, Jet Black, Interior Trim

Engine: L8T-Engine: 6.6L, V-8, SIDI

Transmission: MKM-10-Speed Automatic

Event Code: 5000-Delivered to Dealer

Order #: CMTFK7

MSRP: \$53,913.00

Order Type: TSC-SVC Commercial

Stock #: F2D60050

Inventory Status: Available

Gas

TOTAL- 64397.00

Additional Vehicle Information

GM Marketing Information

Vehicle Options

No Cost Options

Other Options

1WT-Work Truck Preferred Equipment Group

9J4-Bumper: Rear Delete

AKO-Glass, Deep Tinted

AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature

BG9-Floor Covering: Rubberized Vinyl, Black

DD8-ISRVR Mirror, Electro-chromatic

FE9-Federal Emissions

G9Y-GVW Rating 14,000 Lbs Dual Rear Wheels

GT4-Rear Axle: 3.73 Ratio

IOR-Chevrolet Infotainment, 7" Color Screen

K34-Cruise Control

KC4-Cooler, Engine Oil

KNP-Transmission Cooling System

L8T-Engine: 6.6L, V-8, SIDI

N2N-Fuel Tank, Dual Front and Rear, 63.5 Gallon Total

NQF-Transfer Case: w/ Rotary Dial Control, Electronic Shift

PCV-1WT Convenience 1 Package

PYW-Wheels: 17" Steel, Painted--Dual Rear Wheels

SFW-Back-Up Alarm Calibration (SEO)

U01-Roof Marker Lamps

UE1-OnStar Communication System

UEU-Sensor, Forward Collision Alert

UKJ-Sensor, Front Pedestrian Braking

V76-Recovery Hooks

YK6-SEO Processing Option

5N5-Rear Camera Kit for ZW9 Box Delete or Chassis Cab (SEO)

9L7-Upfitter / Accessory Electrical Switches

AQQ-Keyless Remote Entry

B3P-Special Vehicle Sales

C49-Defogger, Rear Window, Electric

DWI-Mirrors, O/S: Pwr Fold., Man. Ext., Heat, Turn Indicator

G80-Auto Locking Differential, Rear

GAZ-Summit White

H2G-1WT-Vinyl, Jet Black, Interior Trim

JL1-Integrated Trailer Brake Controller

K47-Heavy Duty Air Filter

K14-120 Volt Electrical Receptacle, In Cab

KW7-Alternator, 170 AMP

MKM-10-Speed Automatic

N37-Steering Column, Manual Tilt & Telescoping

P03-Painted Wheel Trim Skins, Painted Center Caps

PRF-3 Years of Onstar Remote Access

QZT-Tires: LT235/80 R17 All Terrain, Blackwall

TQ5-Headlamps, Intellibeam

UBI-2-USBs, Second Row Charge/Data Ports

UE4-Following Distance Indicator

UHY-Automatic Emergency Braking

V46-Bumper, Front, Chrome

VK3-Front License Plate Mounting Provisions

ZW9-Delete: Pick-Up Box

"~" indicates vehicle belongs to Trading Partner's inventory

Section X, Item 10.

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

KNAPHEIDE TRUCK EQUIPMENT CENTER

Section X, Item 10.

P.O. BOX 118
GRIFFIN, GA 30224
770-227-4688

INVOICE =====

INVOICE: AGJ31535
P.O. VIN#RF150810
DATE:

Customer: 38195
SOUTHTOWNE MOTORS
695 BULLSBORO DRIVE

Ship To: KEY CODE: A8937
SOUTHTOWNE MOTORS
695 BULLSBORO DRIVE

NEWNAN GA 30265
770-253-3131

NEWNAN GA 30265

Contact:

Ship Via: DEPOT N/C

MAKE: CHEVROLET

MODEL: 2500

YEAR: 2023

VIN: 1GC0WLE74RF150810

CHASSIS LOCATION:

696/H/PL/REFLASH/CAM**FAST 5**

FAST 5

MODEL 696 SERVICE BODY PAINT
BODY UTILITY 696-S NDS KNAP LT
LED SURFACE MOUNT STOP/TURN/TAIL LIGHTS FOR STEEL SERVICE BO
SEAL DOOR UB TUBULAR W/ADHESVE
PAINTING MATERIALS
SHOP SUPPLIES
78" WIDE GALVA-GRIP BUMPER WITH HITCH RECESS PRIME
KIT QK MT GM56CA 20+ N/HTCH
HITCH & PLUG - CLASS 2 & 3
HITCH UNIVERSAL FIT SERVICE BODY W/44in
7-WAY RV CONNECTOR HIN SOCKEHIGH IMPACT NYLON
RE-FLASH LED LIGHTS
REMOVE PICK UP BED
FUEL KIT GAS P/U REMOVAL GM
2500-5500 BED DELETE/ CAB CHAS(2020-2021)
BULLET STYLE CAMERA FITS ALL HARNESSSES

SERIAL#847356

KEY#2027

CHANGE ORDER 6/28/23

DELETE BUYE 1801050

DELETE POLL 11-893

*** CONTINUED NEXT PAGE ***

SK/H F2D60028

KNAPHEIDE
SINCE 1848

KNAPHEIDE TRUCK EQUIPMENT CENTER

Section X, Item 10.

P.O. BOX 118
GRIFFIN, GA 30224
770-227-4688

I N V O I C E =====

INVOICE: AGJ31535
P.O. VIN#RF150810
DATE:
KEY CODE: A8937

Customer: 38195
SOUTHTOWNE MOTORS
695 BULLSBORO DRIVE

Ship To:
SOUTHTOWNE MOTORS
695 BULLSBORO DRIVE

NEWNAN GA 30265
770-253-3131

NEWNAN GA 30265

Contact:

Ship Via:DEPOT N/C

MAKE: CHEVROLET

MODEL: 2500

YEAR: 2023

VIN: 1GC0WLE74RF150810

CHASSIS LOCATION:

696/H/PL/REFLASH/CAM**FAST 5**

ADD KARGO 70020

ADD KARGO 78000

ADD X2 BUYE 5480007

ADD KEYS 159548CG

ADD SPRAYLINE 8' BODY

ADD SPRAYLINE BUMPER

REMOVE 1.58 LABOR

ADD 11.25 LABOR

7/24/2023 CHANGE ORDER

REMOVE: NAGY CAMERA & NAGY HARNESS

ADD: LABOR TO INSTALL LOOSE PROVIDED CAMERA

SHOP OUR ONLINE PARTS STORE 24/7 AT WWW.SHOPKTEC.COM

REMIT TO:

KNAPHEIDE TRUCK EQ CENTER
P.O. BOX 118
GRIFFIN, GA 30224

COMMERCIAL VOLUME

TERMS:N30

Subtotal

DISCOUNT

Sales Tax

TOTAL

16,083.99

-900.00

0.00

15,183.99

KNAPHEIDE
SINCE 1848



COUNCIL ITEM AGENDA REQUEST FORM

Department: Community Development

Meeting Date: 08/17/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Background/History:

The Town created the Engineering and Public Works Specialist position in July of this year with the application process opening shortly thereafter. The Town received multiple applications of qualified candidates and held three interviews.

Findings/Current Activity:

Mr. Charles Fennell’s application stood out to staff with his background in civil engineering and knowledge of structural, environmental, and site-related activities. Staff was also impressed with the in-person interview with Mr. Fennell and determined him to be a good fit for the office team.

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

Actions/Options/Recommendations:

Staff recommends approval of Mr. Charles Fennell for the Engineering & Public Works Specialist position contingent upon a successful background check and drug screening.