



TOWN COUNCIL MEETING December 01, 2022 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: *The first public comment period is reserved for non-agenda items. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

V. APPROVAL OF AGENDA

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

1. Approval of the November 17, 2022 meeting minutes.

2. Approval of the FY 2021/2022 Budget Amendment.

3. Approval of the 2023 Holiday Office Closure Schedule.

VII. PRESENTATIONS

4. Employee Service Recognitions - **Brandon Perkins, Town Manager**

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

5. Consideration and approval of an Intergovernmental Agreement between the Town of Tyrone and Fayette County for the use and distribution of proceeds from the 2023 Special Purpose Local Option Sales Tax for capital outlay projects. **Brandon Perkins, Town Manager**

X. NEW BUSINESS

[6.](#) Consideration to enter into an Acknowledgment of Disclosure and Confirmation of Informed Consent; Crack Sealing Services.

[7.](#) Consideration to enter into an IGA with Fayette County for the Road Crack Sealing project PW-2023-09.**Scott Langford, Town Engineer / Public Works Director**

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

XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

TYRONE TOWN COUNCIL MEETING

Section VI, Item 1.

MINUTES

November 17, 2022 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

Mr. Scott Langford was absent.

Also present was:

Sandy Beach, Finance Manager

Lynda Owens, Recreation

Patty Newland, Library Supervisor

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

Voting Yea: Council Member Howard, Council Member Hill.

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

1. Approval of the November 3, 2022 meeting minutes.
2. Approval of a Memorandum of Understanding (MOU) between the Town of Tyrone and Dogwood Church for the purpose of creating a future multi-use path connection with Peachtree City utilizing a portion of Dogwood Church's property.
3. Approval of the 2023 Employee Benefits Package.
4. Approval of ACTION-PACKED PARTIES contract for the Lighting of the Tree event for \$3,392.00.

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

5. Consideration of a stream buffer and impervious surface setback variance request from applicant EastGroup Properties, LP for parcel 0726 068. **Devon Boullion, Environmental Specialist**

Ms. Boullion stated that applicant EastGroup Properties, LP had submitted a petition for a stream buffer variance at Parcel 0726 068 for the three existing intermittent streams in two locations along the eastern property line. She referred to page 23 of the packet where the streams and setbacks were noted. She added that page 32 was the applicant's plan. She stated that the request was for two separate encroachments, one was on the northeast side the other on the southeast side of the property. On the southeast portion, there were approximately 34,690 square feet of stream buffer encroachment and 14,730 feet of impervious surface. On the northeast portion of the property 16,966 square feet of encroachment. She added that the red and green marks were indicators of the encroachments. Also, on the north end, there were 3,444 square feet of impervious surface.

She shared that Council's decision to deny or grant the request would be necessary for the Engineering/Environmental Department's ability to complete a detailed site plan review. If not approved, the applicant would need to adhere to the numbers in place, and modify their plan. Ms. Boullion clarified that although state and federal guidelines still needed to be met, the local level was as important as relating to the streams and buffers. The federal and state requirements dealt mostly based in mitigation, and local ordinances dealt mostly with hardships.

She stated that variance applications could be granted on a case-by-case basis. If the applicant submitted an application indicating the encroachments and provided documentation of extreme hardship, they would need to present their hardship. It was her duty to inform Council of how the Town's ordinance was structured and what the applicant proposed. She then shared that the 3 intermittent streams were the Town's main focus. She added that there were also ponds and wetlands involved. She referred to page 33 of the packet. She shared that the applicant was proposing to disturb 59.5 acres which were 97.7% of the total site area. This would include 1.19 acres of the buffer and .42 acres of the setback. She added that the applicant was proposing 37.04 acres of impervious surface area which was 60.8 %.

Mayor Dial asked for clarity on the existing water feature section and the three intermittent stream buffers. He posed, what do we have responsibility for and custody of?

Ms. Boullion stated that the Town had responsibility for the intermittent stream buffers. Ms. Boullion pressed that Council's decision would be based on whether the variance could be considered or not. She added that the variance would be considered if unusual circumstances were strict adherence to the minimum buffer requirements and the article would create an extreme hardship.

Ms. Boullion began her discussion regarding ordinance compatibility and stream impact considerations. Items 1-5 provided a framework for hardship, if no hardship was determined then 6 and 7 would not come into play. They would be considered after a hardship was determined.

She stated that strict adherence to the minimum buffer requirements would reduce the buildable areas on the site. It would prevent the applicant from utilizing the areas on the property included in the stream buffers and impervious area setbacks to the extent proposed in the applicant's petition. Strict adherence to the minimum buffer requirements would require the applicant to re-configure the conceptual site development plan, which was prepared as a supplemental document for the purposes of a re-zoning petition.

She reported that the determination of fact on the matter (would adherence to the minimum buffer requirements create an extreme hardship) can only be made by the Town Council and would be necessary to consider anything further. She stated that compared to other properties of similar size in Tyrone that were large undeveloped properties, the property had neither an exceptional or peculiar number of water features nor a proportion of the property's total acreage that would be considered unbuildable per the Town's ordinances. She clarified that Council had that total acreage of property along with the total disturbed acreage, which was a substantial portion of the property. She also included the area that was within the buffer and setback and the table that indicated all as a point of reference.

Ms. Boullion shared that the literal interpretation of this ordinance would not deprive the applicant of any rights afforded to others with similar site conditions. The Town's Stream Buffer Protection ordinance was adopted by the Town Council in 2007 -- the buffer and setback requirements outlined in the ordinance have since been applied to similar proposed land development activities on similar sites. She reiterated that other developments complied with the stream buffer and requirements according to the ordinance or were exempted based on specific conditions that would not currently apply.

Council Member Campbell asked Ms. Boullion in her professional opinion, would this cause a hardship if Council granted the variance. Mr. Perkins shared that staff would depend on the ordinance, by asking her opinion would place her in a difficult position. He added that staff presented the facts, and it was left to Council to make the determination. Mayor Dial followed up by asking what was the regional buffer standard. Ms. Boullion stated that Tyrone adopted the Atlanta Regional standard 50-foot buffer and the 25-foot setback.

Ms. Boullion added that regarding hardship thus far, would the piece of land be affected by the buffers than the average lot of the same size, it would not. Would the developer be deprived of a right that someone else was afforded with the same conditions, they would not. Ms. Boullion stated that she pieced through the information submitted that would be most relevant to determine ordinance compatibility. A conceptual development plan was approved which was not a formal site plan. The Technical Review Committee had not formalized the complete final site plan. Staff's denial for the purpose of a re-zoning petition would have been improper. She added that adherence to minimum stream buffer requirements and zoning buffer requirements was not considered an unusual condition or circumstance. The required construction of a multi-use path was an unusual condition. With appropriate alternative site design, however, the path could be incorporated into the plans in a manner that would not require a local stream buffer variance request.

Ms. Boullion shared that the last consideration as it related to hardship, alternative site designs that required no or less intrusion were possible but would require a reduction in the buildable area on-site or a justification statement. The applicant had not provided an alternative site plan. The applicant stated that the business park and a multi-use path, as proposed and approved in the conceptual development plan, would be undevelopable without the use of the existing stream areas as shown in the variance petition, exhibit B.

Ms. Boullion stated that the aforementioned factors would be considered hardships. If Council did determine extreme hardship, two additional factors would come into play. The purpose of the regulation was to protect public health and safety, the environment, and general welfare; to minimize public and private losses due to erosion, siltation, and water pollution; and to maintain stream water quality by (1) Creating buffer zones along the streams of the town for the protection of water resources; and (2) Minimizing land development within such buffers by establishing buffer zone requirements and requiring authorization for any such activities. Regarding the purposes and intents of the regulations, granting of variance requests, though allowed by ordinance, should be kept to a practicable minimum to protect water quality, provide for infiltration of stormwater runoff, preserve wildlife habitats, scenic value, recreation value, and minimize flood risks from future developments.

Ms. Boullion shared that there was a lot of proposed development in Tyrone, and the decision to grant or deny the request would be viewed as precedent by those seeking stream buffer variances in the future. Any individual item was made to be mitigated but it's not eliminated. The Town needed to be judicious and consistent when determining hardship, one's hardship should be equivalent to another person's hardship. There should be justification for granting the variance.

Ms. Boullion stated that in addition to adherence to the Town and state minimum standards for construction and post-construction stormwater management, the applicant proposed additional green infrastructure (infiltration) practices, namely Bioretention areas and enhanced filter strips, as on-site mitigation measures. Based on a preliminary staff review, the engineering practices proposed for the site appear to satisfy best engineering practices and standards.

While proposed mitigation measures were a factor, the cumulative impact on local watersheds should be taken into consideration. These best engineering practices were only intended to minimize (or mitigate) the impacts associated with the creation of impervious surface areas and encroachment in stream buffers; they are not purported or intended to eliminate the environmental impacts associated with land development.

Council Member Campbell asked if most of the development would be taking place toward the Hwy 74 portion of the property. Ms. Boullion stated that the proposed disturbed acreage was 97.7 % of the site, which would entail most of the site. Council Member Campbell asked how the development would affect the multi-use path along the eastern border of the property. Ms. Boullion stated that the multi-use path was within the existing 50 ft. easement which would cross the stream. The path could still be constructed without the need for a local stream buffer variance. Stream crossings for transportation routes were exempt from the ordinance. The path variance trigger would be due to grading and disturbance.

Mayor Dial posed that the Town asking for the installation of the multi-use path may be considered a hardship, due to cost. Ms. Boullion stated that it was an unusual circumstance and there would be a cost. Council Member Campbell asked how that would affect the property to the north of the project. Ms. Boullion stated that she would need to review a larger topography map, however because of other District Regional requirements regarding drinking water, the Town was required to keep the impervious area in a Watershed. The developer was not allowed to go over 25%. The impact would be mitigated, it may have an impact but would be difficult to place an exact number on it without a detailed plan.

Mayor Dial opened the public hearing for anyone that wished to speak in support of the item.

Attorney Rick Lindsey asked for more time than usually allotted. Mr. Davenport shared that it was Council's discretion to add more time. This was a variance public hearing, not a rezoning. Mayor Dial stated that he would allow 15 minutes for both sides.

Mr. Lindsey introduced John Coleman and John Ratliff representing EastGroup Properties, LP. They currently owned the property that was zoned M1 Planned Industrial Park which was in place since August. The plan before Council was the same plan that the Planning Commission saw twice and Council saw once. The water areas and streams were on the plans when presented each time, but nothing had changed. He agreed that the plan was no small impact. If the variance was not granted it would result in a 20% decrease in the buildable area.

Mayor Dial stated that he calculated the square footage of all of the buildings and took into consideration if the variance was denied. He added that he calculated 7%, not 20%. Mr. Lindsay stated that the entire southeastern building would be lost and similarly with the building to the north. At that point it would be impossible to construct the multi-use path due to its location, it was a safety issue. Mr. Lindsey stated that the Town approved the plat in 2018 that indicated where the cart path could be placed.

He added that if a variance was issued, mitigation would increase to a 50% impact. We have to make the property better than it was. The Army Corp of Engineers and the Environmental Protection Division (EPD) would be heavily involved. The other areas do protrude a bit more into the property. A 20% reduction in the buildable space was an extreme hardship each property was different and required mitigation.

Mr. John Coleman introduced John Ratliff, Wesley Reed, Johanna, and Courtney. He stated that during the year, the DRI process was completed and approvals for rezoning and the zoning site plan were completed. He added that their intent was still to partner with the town on the quality technology park on Hwy 74. Mr. Coleman stated that they were long-term owners and were staying for 50-70 plus years. They planned on creating a quality product with quality architecture and landscaping. He noted that along with the elevations, they would be back in front of Council for their architecture and compliance with the Overlay District. There had been interest from BioMed, technology, and electronic manufacturing companies. Mr. Coleman shared that this was their first submission to the Town of Tyrone and they had no idea there was a variance required for the stream buffer. He displayed the site plan which indicated that they were going to impact the area in question. We were never told there was going to be a variance request. He shared that they went through the public hearings and the easement process. He added that they were under the impression that everything had already gone through the process for the former movie studio project. He believed that the Town knew that the area would be disturbed, and disclosure would have been ideal, having the knowledge moving forward. Based on the Corp of Engineers, the 60-acre site had ½ acre of impact. He added that his engineers would speak on that. Due to the minor impact, it would now fall under the Nationwide permit category. They had three other sites in metro Atlanta with similar conditions. What typically happened was that the local entity would defer to the state and federal review for the mitigation requirements. He added that prior to having knowledge of the variance, the analysis was sent to the Corp. of Engineers and the State for review. \$600,000 was budgeted for mitigation fees. Mr. Coleman again stated that they did wish to partner with the Town. When they found out about the variance they met with Mr. Trocquet and Ms. Boullion regarding additional mitigation which was above and beyond the state and federal requirements, the green infrastructure, and the bio-retention. The square footage of the additional mitigation that they proposed was equal to or greater than what the impact was. He stated that their plan was to filter the runoff on the multi-use path which would be discharged onto the other site, which would leave no negative discharge. They closed on the property without knowledge of a variance requirement, without the variance it would reduce the building by 20%. He echoed with the display that the building that would be lost without the variance, leaving a smaller footprint. That impact would have been a contingency with the seller had they known. He stated that the reduction of a 150 sq. ft. building would be equivalent to about \$20 Million of total land value. This would mean fewer jobs and less tax revenue and could also limit their ability to move forward with the project. Their photographs indicate a great match for what the Town was looking for. Without the variance, the multi-use path could not be built. That would be an extreme hardship and key for the Town. The confusion was that there was an existing easement agreement from 2018 to accommodate the multi-use path located within the stream buffer.

He felt that it was a double standard if the Town did not work with them on the overall site plan.

Wesley Reed with Everly and Associates stated that their metro Atlanta firm worked in over 60 jurisdictions. He added that having variance public hearings was more the exception than the rule. With Palmetto, his firm did have to go through the Army Corp. of Engineers but not a public hearing. He stated that they were disturbing a significant portion of the site, 10% was the buffer and multi-use path. 5% of the site was the berm which was located on the Hwy 74 side. Mr. Reed stated that the streams that were under discussion were intermittent streams. He added that there were three types of streams, ephemeral, perennial, and intermittent. Perennial streams flow all year, ephemeral streams flow during wet times, and intermittent streams flow rarely. Normally, staff would submit the stream impact to the Army Corp. of Engineers for their review. He stated that the three streams' total square footage was 184, 171, and 558 which was a total of approximately 1,000 feet of actual stream. He reported that if you were within seven miles of the intake of the Watershed of Whitewater Creek, there would be a 100-150 ft. buffer. Their development was well over seven miles. Mr. Reed shared that filter strips were part of the zoning plan. The reason why you have stream buffers was to help treat and infiltrate the water. He shared that there was on-site mitigation and the \$600,000 off-site mitigation bank used to protect the stream buffers. He added that the site required adequate parking and fire lanes for safety.

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

Council Member Hill shared that it was stated that once the EPD signed off on the report, a variance was issued in other cities. She asked if the EPD gave their approval on the Town's particular project. Mr. Reed stated (inaudible) that it was submitted a least a week before the variance process. The Army Corp. usually took 45-60 days and the EPD could take up to four months, so they were well within the timeframe. He added (inaudible) that a permit would not be applied for until all comments were met.

Mayor Dial stated that he was unaware that Tyrone was a unicorn when it came to stream buffer variances. Mr. Davenport stated that Union City also required stream buffer variances. Mayor Dial stated that he did not want to be a town that was overly restrictive. Council Member Howard shared that maybe we should look back at 2007 to see what was taking place. Mayor Dial stated that he had no doubt that the Town's request for the path would contribute to the hardship. He was confused that there was no good communication on whether a variance was needed. Whose job was it to check if there was a variance needed for the buffer? Or was it assumed that it was already handled through the previous development? Council Member Hill stated that it should be the buyer's due diligence before purchase. Council Member Furr agreed. Mayor Dial added that he did not like that it was a surprise to them (EastGroup).

Council Member Campbell stated that his main concern was to protect the environment during any future development. The path would take lesser president over projection of the environment. If both could be accomplished, that would be a set in the right direction.

Council Member Furr inquired about the type of path that would be constructed through the Wetlands.

Wesley Reed (inaudible) shared that it would be a 10ft. multi-use path made from asphalt. He shared a rendering and stated that an area dropped off significantly. A retaining wall would be erected on the property line side of the path along with handrails. A wall would also be installed along the building side and stepping down which would sustain a lot of costs. He added that the best way for long-term would be a bridge.

Mayor Dial shared that the Town had experience with the cost of a bridge. He added that he understood that the Town was creating hardship with the multi-use path for them and the citizens. He thanked Mr. Reed for his explanation of the type of stream.

Ms. Boullion stated that the simplest definition of an intermittent stream was that it flowed 3-4 months per year. She also looked at the soils which indicated long-term was that water would be present. Many factors were assessed. She explained that an ephemeral stream was a stream that had water in it after it drained 72 hours, which was basically a ditch. The intermittent stream channels had different soil profiles and shapes. She added that she felt that it was mischaracterized that intermittent streams simply had water flowing in after a 72-hour rain event. She added that their environmental report that they created in June also mentioned that local issuing authorities needed to verify the buffers and that the Town was the final point of contact. It did not mention that a stream buffer variance potentially from the local issuing authority. Mayor Dial asked when did that take place? Ms. Boullion shared that the report was prepared, on June 20, 2022. Mayor Dial clarified that it was from their environmental representatives. Ms. Boullion stated yes, it was from their consultant for the Army Corp. Aquatic resource delineation.

Mayor Dial asked Mr. Reed if a variance was to be issued, where would the water go that would otherwise be in that stream? Mr. Reed stated that water gets into the streams either over land or groundwater. During cart path construction, assuming there would be water at the time, a French drain would be constructed along the stream bottom. A perforated pipe, with gravel wrapped in filter fabric, would be installed. He explained that would be how the groundwater would be captured and flow to the same point of discharge. Some of the water from the pervious surfaces would be routed to the detention ponds, and some to the buyer retention ponds. He explained that a wet extension pond had at least 3ft. in it at all times. Anything that settles does not resuspend and that helps discharge cleaner water. He continued, if the Town had a 100-year storm, the detention ponds would hold the water, then release it over time to the same points the water was currently released. Mr. Reed stated that the amount of run-off was what they would be maintained by using the wet extension ponds., currently, there was no treatment on the site. Council Member Furr clarified that they would put French drains in place. Mr. Reed stated that they would be happy to make that a condition. Council Member Furr agreed.

A discussion began regarding approval contingent on the approval of the Army Corp. of Engineers the EPD, and the French drain system.

Ms. Boullion reminded everyone that their engineers would need to adhere to certain standards if it was French drains or another type, they would still have to meet those standards. Council Member Furr stated that she was not happy with granting the variance but agreed that the Town assisted with creating the hardship and added that if the correct measures were taken moving forward, she would be satisfied. Mayor Dial revisited the notion of setting a precedent he believed that hardship was created and hopefully, everyone agreed that we were all trying to work together.

A motion was made to approve the stream buffer and impervious surface setback variance requested from EastGroup Properties, LP for parcel 0726 068 based on the approval of the United States Army Corps of Engineers and the Environmental Protection Division and the use of French Drains during construction.

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

IX. OLD BUSINESS

X. NEW BUSINESS

6. Consideration to renew the Debris Monitoring Contract with Tetra Tech, Inc.
Scott Langford, Town Engineer / Public Works Director

Mr. Perkins presented the item. He stated that the purpose of the debris agreement was in case of a storm or event that would cause downed trees and a large amount of debris. An on-call contractor would be required to be ready for such events. He added that the current agreement with Tetra Tech had provisions for two additional 1-year renewal periods. All county municipalities were piggybacking off of the county's contract. Council Member Campbell asked if there was a cost involved to keep them on a retainer. Mr. Perkins shared that he believed it was a pay-as-you-go contract.

A motion to approve the renewal of the Debris Monitoring Contract with Tetra Tech, Inc. per Amendment Number 1 was made.

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

7. Consideration to purchase an Envirosight Pole Camera from Environmental Products Group from the Enterprise Fund for \$18,784.14. **Scott Langford, Town Engineer / Public Works Director**

Mr. Perkins stated that the pole camera was included in the FY 22/23 budget. The pole camera provided the staff with the ability to see down pipes without having to enter confined spaces. The Envirosight Pole Camera will be purchased from Environmental Products Group through Sourcewell Contract (#120751-EVS) for \$18,784.14. The camera would also include a laser measuring tool and pressurization kit and funding would come from the Sewer Enterprise Fund.

A motion was made to award the EnviroSight Pole Camera purchase from Environmental Products Group through Sourcewell for \$18,784.14.

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

8. Consideration to Award Project Number PW-2022-02 - Rebid 2022 Roadside Tree Pruning and Removal project to Zamora Tree Service for the fee of \$16,900.
Scott Langford, Town Engineer / Public Works Director

Mr. Perkins shared that Council approved the Public Work budget which included roadside tree pruning and removal to provide a better line of sight and safer conditions along the Town's Roads. The project includes sections of Tyrone Road, Senoia Road, and Castlewood Road. The project was originally bid on September 14, 2022, but the two bids were determined to be non-responsive. The project was re-advertised and rebid. The rebids were taken on November 2, 2022. The low bidder was Zamora Tree Service at a price of \$29,000.

Council Member Furr asked if the aforementioned roads were the only roads within the bid. Mr. Perkins stated that yes, only the road that was bid on would be within the project. Council Member Furr asked about the timeframe. Mr. Perkins shared that he believed that it was for the current fiscal year, but would need to speak with Mr. Langford for more information. He added that the items on the list were larger than what the public works crew was able to handle themselves.

A motion was made to award the project number PW-2022-02 Rebid 2022 Roadside Tree Pruning and Removal project to Zamora Tree Service for the fee of \$29,000.

Motion made by Council Member Campbell, Seconded by Council Member Hill.
Voting Yea: Council Member Howard, 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 updated everyone on the Shamrock Park playground. Weather permitting, the contractor was hoping to complete the equipment installation on Friday, mulch on Tuesday, and have the concrete poured on Wednesday. A bench delivery was out of their control and was expected to be delivered in mid-December. He added that hopefully, the playground would be ready for the Lighting of the Christmas Tree event on November 27th. Council Member Furr inquired about swings for toddlers. Mr. Perkins stated that the playground equipment was designed for ages 5-12. He added that he had spoken with them regarding prices for the swings and for mats that are placed under the swings and slides.

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

A motion was made to move into Executive Session for two real estate items and for one personnel item.

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

Voting Yea: Council Member Hill, Council Member Campbell.

A motion was made to reconvene.

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

Voting Yea: Council Member Howard, Council Member Hill, Council Member Campbell.

Mr. Davenport shared that the Town Manager's contract was scheduled to expire on December 31, 2022. The proposed agreement was for Council's consideration and was for a 3-year term beginning January 1, 2023 for three consecutive years. He added that it was basically under the same terms and conditions as the current contract with some exceptions.

A motion was made to approve the Town Manager contract as written.

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

Voting Yea: Council Member Howard, Council Member Furr.

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Furr.

Voting Yea: Council Member Howard, Council Member Hill, Council Member Campbell.

The meeting adjourned at 9:00 pm.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: December 1, 2022

Agenda Item Type: Consent Agenda

Staff Contact: Sandy Beach

STAFF REPORT

AGENDA ITEM:

FY 2021/2022 Budget Amendment

BACKGROUND:

Due to the unexpected salary adjustment for employees in January 2022, we need to move budgeted wages from Public Safety to the Public Safety Administration department.

FUNDING:

There was enough money in the budget. We are just moving it from one department to another.

STAFF RECOMMENDATION:

Staff recommends approval of the fiscal year 2021/2022 budget amendment as presented to Council.

ATTACHMENTS:

FY 2021/2022 Budget Amendment

PREVIOUS DISCUSSIONS:

N/A

TOWN OF TYRONE

BUDGET AMENDMENT

BA0000019

JUNE 30, 2022

[illegible]

\$9,000.00	\$9,000.00
------------	------------

MOVE BUDGETED MONEY FOR WAGES FROM PUBLIC SAFETY DEPT 30 TO PUBLIC SAFETY ADMINISTRATION DEPT 31. AN UNEXPECTED & THEREFORE UNBUDGETED 10% SALARY ADJUSTMENT WAS GIVEN IN JAN 2022.

DEBIT INCREASES THE BUDGET LINE ITEM & CREDIT DECREASES IT REGARDLESS OF THE NATURAL ACCOUNT TYPE.

2023 Holiday Office Closures

Monday, January 2 - New Year's Day

Monday, January 16 – Martin Luther King Jr. Day

Friday, April 7 – Good Friday

Monday, May 29 – Memorial Day

Tuesday, July 4– Independence Day

Monday, September 4 – Labor Day

Thursday, November 23 – Thanksgiving Day

Friday, November 24 – Day after Thanksgiving

Monday, December 25 – Christmas Eve (Recognized Christmas Day)

Tuesday, December 26 – Christmas Day (Recognized Day After Christmas)



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: December 1, 2022
Agenda Item Type: Presentation
Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Presentation: Recognizing Town employees for their work anniversaries.

BACKGROUND:

The following employees are being recognized:

Charles Clark – Police Department – 5 years of service

Michael Vena – Police Department – 5 years of service

Andrea Johnson-McCoy – Police Department – 15 years of service

Matt Underwood – Public Works Department – 10 years of service

FUNDING:

None

STAFF RECOMMENDATION:

None

ATTACHMENTS:

None

PREVIOUS DISCUSSIONS:

None

**COUNCIL AGENDA ITEM COVER SHEET****Meeting Type:** Council - Regular**Meeting Date:** December 1, 2022**Agenda Item Type:** Old Business**Staff Contact:** Brandon Perkins, Town Manager

STAFF REPORT**AGENDA ITEM:**

Consideration and approval of an Intergovernmental Agreement between the Town of Tyrone and Fayette County for the use and distribution of proceeds from the 2023 Special Purpose Local Option Sales Tax for capital outlay projects. - Brandon Perkins, Town Manager

BACKGROUND:

The Fayette County BOC is expected to pass a resolution to call for an election in March 2023 seeking voter approval to impose a new Special Purpose Local Option Sales Tax (SPLOST). If approved, this SPLOST is expected to generate approximately \$210,033,000.00 in revenue County-wide with Tyrone's share being approximately \$13,492,500.00.

Before the County may move forward with the resolution, each participating entity must enter into an Intergovernmental Agreement (IGA) with the County that establishes all necessary conditions of the SPLOST and how the funds are to be distributed and utilized. That IGA is attached for your consideration and approval tonight.

FUNDING:

None.

STAFF RECOMMENDATION:

Staff recommends approval of this IGA.

ATTACHMENTS:

1. Draft IGA
2. Draft Fayette County BOC Resolution (Reference Only)

PREVIOUS DISCUSSIONS:

1. Planning Workshop, March 10, 2022 – a general discussion about funding priorities.
2. Council Workshop, October 6, 2022 – Council reviewed staff's proposed project list and offered suggestions.
3. Council Meeting, October 20, 2022 – Council approved the updated project list.

STATE OF GEORGIA
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE
2023 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT is made and entered this the ____ day of _____, 20__ by and between Fayette County, a political subdivision of the State of Georgia (the "County"), and the Town of Brooks, the City of Fayetteville, the City of Peachtree City, and the Town of Tyrone, municipal corporations of the State of Georgia (the "Municipalities", individually and collectively) (the "Agreement").

WITNESSETH:

WHEREAS, O.C.G.A. § 48-8-110 et seq. (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the ____ day of _____, 20__ in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and Municipalities deem it to be in the best interests of the special district of Fayette County created by O.C.G.A. § 48-8-110 (a) (the "Special District") to improve Public Services in the Special District by carrying out the hereinafter described capital outlay projects, and the most feasible plan for providing funds to pay the costs of such capital outlay projects is to impose a SPLOST, pursuant to the Act; and

WHEREAS, the Act allows the proceeds of the SPLOST to be distributed pursuant to the terms of a contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia between the County and one or more "qualified municipalities" (as defined in the Act) located within the Special District containing a combined total of no less than 50 percent of the aggregate municipal population located within the Special District; and

WHEREAS, the County and the Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act.

NOW, THEREFORE, for and in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the County and the Municipalities, the County and the Municipalities consent and agree as follows:

Section 1 – Representations and Mutual Covenants

A. The County makes the following representations and warranties which may be specifically

relied upon by all parties as a basis for entering this Agreement:

1. The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
 2. The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 3. This Agreement is a valid, binding, and enforceable obligation of the County; and
 4. The County will take all actions necessary to call an election to be held in all voting precincts in the County on the ____ day of March, 2023 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the Special District for a period of 24 quarters (six (6) years), commencing on the ____ day of _____, 2023, to raise an estimated \$210,033,000.00 to be used for funding the projects specified in Exhibit "A" attached hereto.
- B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
1. Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia;
 2. The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;
 3. This Agreement is a valid, binding, and enforceable obligation of each Municipality;
 4. Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-110 (4); and
 5. Each Municipality is located entirely or partially within the geographic boundaries of the Special District.
- C. It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. §48-8-110 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 et seq.
- D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit "A" of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement.
- E. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g) (2).
- F. The County and Municipalities agree to maintain thorough and accurate records

concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective County or Municipality as required fulfilling the terms of this Agreement.

Section 2 - Conditions Precedent

- A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111 (a).
- B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).
- C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the state revenue commissioner and transferring same to the County.

Section 3 - Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on March ____, 2023, shall continue for a period of six (6) years with collections beginning on ____, 2023.

Section 4 - Effective Date and Term of this Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- A. The official declaration of the failure of the election described in this Agreement;
- B. The expenditure by the County and all of the Municipalities of the last dollar of money collected from the SPLOST after the expiration of the term of the tax; or
- C. The completion of all projects described in Exhibit A.

Section 5 - County SPLOST Fund; Separate Accounts; No Commingling

- A. A special fund or account shall be created by the County and designated as the 2023 Fayette County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- B. The Town of Brooks shall create a special fund to be designated as the 2023 Brooks Special Purpose Local Option Sales Tax Fund.
- C. The City of Fayetteville shall create a special fund to be designated as the 2023 Fayetteville Special Purpose Local Option Sales Tax Fund.
- D. The City of Peachtree City shall create a special fund to be designated as the 2023 Peachtree City Special Purpose Local Option Sales Tax Fund.

- E. The Town of Tyrone shall create a special fund to be designated as the 2023 Tyrone Special Purpose Local Option SalesTax Fund.
- F. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- G. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6 - Procedure for Disbursement of SPLOST Proceeds

- A. Upon receipt by the County of SPLOST proceeds collected by the state revenue commissioner, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit "A" and as provided in Paragraph B of this Section.
- B. The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall disburse within 10 business days the SPLOST proceeds due to each Municipality in the separate funds established by each Municipality in accordance with Section 5 of this Agreement, in the following percentages for the following purposes:
 - 0.476% shall be paid to the Town of Brooks to fund the capital outlay projects specified in Exhibit "A;"
 - 15.904% shall be paid to the City of Fayetteville to fund the capital outlay projects specified in Exhibit "A;"
 - 32.086% shall be paid to the City of Peachtree City to fund the capital outlay projects specified in Exhibit "A;" and
 - 6.425% shall be paid to the Town of Tyrone to fund the capital outlay projects specified in Exhibit "A."
- C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an Act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor municipality in addition to all other funds to which the successor municipality may otherwise be entitled.

Section 7 - Projects

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit “A” which is attached hereto and made part of this Agreement.

Section 8 - Priority and Order of Project Funding

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit “A” of this Agreement. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Agreement.

Section 9 - Completion of Projects

- A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit “A” are estimated amounts.
- B. If a County project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit “A,” the County may apply the remaining unexpended funds to any other County project in Exhibit “A.”
- C. If a project of any Municipality has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit “A,” the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit “A.”
- D. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years after the termination of the SPLOST. Any SPLOST proceeds collected in any year in excess of the following:

Year 2023	\$32,227,000
Year 2024	\$33,290,000
Year 2025	\$34,389,000
Year 2026	\$35,524,000
Year 2027	\$36,696,000
Year 2028	\$37,907,000

shall be divided between the County and Municipalities proportionally, as indicated in Section 6, Paragraph B.

Section 10 - Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a project of any Municipality listed in Exhibit “A” is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

Section 11 - Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election from each of the municipalities at the following percentages of the total costs of the election:

Town of Brooks	0.476%
City of Fayetteville	15.904%
City of Peachtree City	32.086%
Town of Tyrone	6.425%

Section 12 - Audits

- A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each fund of the Municipalities shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a) (2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.
- B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

Section 13 - Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

For Fayette County:
 County Manager
 140 Stonewall Avenue West
 Suite 100
 Fayetteville, GA 30214

For the Town of Brooks:
 Mayor, Town of Brooks
 961 Highway 85 Connector
 PO Box 96
 Brooks, Georgia 30205

For the City of Fayetteville:
 City Manager
 City Hall
 210 Stonewall Avenue West
 Fayetteville, Georgia 30214

For the City of Peachtree City:
City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

For the Town of Tyrone:
Town Manager
950 Senoia Road
Tyrone, Georgia 30290

Section 14 - Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 15 - Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 16 - Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 17 - Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 18 - Compliance with Law

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 19 - No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 20 - Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 21 - Mediation

The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County and the Municipalities on the date indicated herein.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
Lee Hearn, Chairman

ATTEST:

Tameca P. Smith, County Clerk

TOWN OF BROOKS, GEORGIA

(SEAL)

By: _____
Daniel C. Langford, Jr., Mayor

ATTEST:

Lorey Spohr, Town Clerk

CITY OF FAYETTEVILLE, GEORGIA

(SEAL)

By: _____
Edward Johnson, Mayor

ATTEST:

Valerie Glass, City Clerk

CITY OF PEACHTREE CITY, GEORGIA

(SEAL)

By: _____
Kim Learnard, Mayor

ATTEST:

Yasmin Julio, City Clerk

TOWN OF TYRONE, GEORGIA

(SEAL)

By: _____
Eric Dial, Mayor

ATTEST:

Dee Baker, Town Clerk

Exhibit “A”

The Projects shall consist of County Projects and City Projects. The County Projects, the City Projects, and their estimated costs are set forth below:

Fayette County ProjectsJustice Center Renovation including 3rd Floor Buildout

Justice Center Final Buildout	\$14,500,000
-------------------------------	--------------

Public Safety

Fire/EMS Training Center Phase II	\$ 2,000,000
-----------------------------------	--------------

Fire Quint Replacements – 2 Units	\$ 3,250,000
-----------------------------------	--------------

Fire/EMS Heavy Rescue Equipment	\$ 1,900,000
---------------------------------	--------------

Fire/EMS Self-Contained Breathing Apparatus (SCBA) Replacement	\$ 2,000,000
--	--------------

EMS Ambulance Replacement – 3 Units	\$ 900,000
-------------------------------------	------------

Backup 911 Center & Emergency Operations Center (EOC) (South Fayette)	\$ 1,500,000
---	--------------

Sheriff Watch Office Reconfiguration & System-Wide Camera Upgrade	\$ 1,300,000
---	--------------

Sheriff Tactical Driving Course & Mock Village	\$ 2,500,000
--	--------------

Parks, Recreation & Human Services

Parks & Recreational Multipurpose Facility	\$14,000,000
--	--------------

Senior Services Enhancements – Transport Vehicles, Café & Meals on Wheels	\$ 1,250,000
---	--------------

Starr’s Mill Environmental Education Center & Public Restroom	\$ 1,000,000
---	--------------

Animal Control Masterplan – Walking Trails and Livestock Building	\$ 500,000
---	------------

Stormwater Projects

Category I – Flooding and Safety	\$ 3,638,000
----------------------------------	--------------

Category II – Stormwater Infrastructure Preservation

Tier 1 – Immediate Attention	\$17,990,900
------------------------------	--------------

Tier 2 – Needs Replacement Soon	\$ 0
---------------------------------	------

Exhibit “A” (Cont’d)**Transportation**

Infrastructure Preservation and Improvements	\$ 5,700,000
Corridor Improvements/New Road Construction/Capacity Projects	\$ 4,000,000
Intersection Improvements	\$11,400,000
Pedestrian, Bicycle, and Multi-Use Path Projects	\$ 4,400,000
Planning Studies/Concept Reports	<u>\$ 1,000,000</u>

Total **\$94,728,900**

Town of Brooks

Category I, Tier I: Woods Road Culvert	\$ 450,000
Category I, Tier I: Brooks Road/Highway 85 Conn. Intersection Improvements	\$ 450,000
Category I, Tier II: BAR Upgrades/Aubrey Park	\$ 25,000
Category I, Tier II: Sidewalks and Stormwater Infrastructure	\$ 150,000
Category II, Tier I: Library Upgrades	\$ 65,000
Category II, Tier II: Road Resurfacing	\$ 250,000
Category II, Tier II: Cemetery Expansion, Front Lot Drive, Rear Lot Columbaria	\$ 150,000
Category II, Tier II: Market Hall Renovations	<u>\$ 110,000</u>

Total **\$ 1,650,000**

City of Fayetteville**General Government**

Debt Retirement	Retirement of Existing Debt	City Administration	\$3,000,000
Technology	Technology Hardware and Software	Finance	\$ 750,000

Exhibit “A” (Cont’d)**Public Safety**

Vehicles	30 New Police Cars (\$75K/Vehicle)	Police	\$2,250,000
	Aerial Ladder Truck	Fire	\$1,500,000
	Quick Response Vehicle	Fire	\$ 200,000
Facilities	Expand/Enhance Public Safety Facilities	Police/Muni. Ct.	\$4,500,000
Technology	Smart Cities Camera Technology	Police	\$2,000,000
Equipment	Equipment	Fire	\$ 300,000
Equipment	Equipment	Police	\$ 380,000

Transportation/Public Services

Road Resurfacing	Milling, Patching, Etc. Approx. 21+ miles	Public Services	\$6,000,000
New Road Constr.	Downtown Road Network	Public Services	\$3,500,000
	First Manassas Road Connection	Public Services	\$1,500,000
Sidewalk Improv.	New Sidewalks and Repairs	Public Services	\$2,000,000
Building Renovation	Headquarters Renovation & Expansion	Public Services	\$1,000,000
Gateway Signage	New Monument Signage – City Entry	Community Dev.	\$ 500,000

Parks and Recreation

New Trails	New Multi-Use Trails	Community Dev.	\$4,000,000
New/Expand. Parks	Land Acquisition, New Parks, Park Imp.	Public Services	\$3,000,000

Stormwater

Stormwater	Prioritized Repairs – Stormwater Report		<u>\$4,000,000</u>
Total			\$40,380,000

Exhibit “A” (Cont’d)**City of Peachtree City**

Project	Qty.	Total
Public Safety		
Fire		
Replace Reserve Engine – 2007/2008	2	\$1,500,000
Purchase New Engine – Station 85	1	\$ 750,000
Replace Reserve Medic 86 2013–2015 F450 (w/EKG and Lucas)	2	\$ 900,000
Replace Quint 84 (2004) (2208)	1	\$1,500,000
Replace Station 84 (100 kw) Generator	1	\$ 100,000
Turnout Gear Washer and Dryer for Each Station	6	\$ 84,000
Long Term EMS Equipment Replacement	Misc.	\$ 70,000
Extrication Rams for Engines	7	\$ 88,000
Digital Radios Replacement and Expansion	25	\$ 170,000
Station 85 Construction – Southside	1	\$2,500,000
Station 82 Construction – Eastside	1	\$2,800,000
Police		
Transport Vehicle	1	\$ 85,000
Pole Barn	1	\$ 55,000
Evidence Storage Enhancements	1	\$ 120,000
Pop-Up Security Trailer and Tower	1	\$ 43,000
Real-Time Crime Workstation (Security Camera Feed Center)	1	\$ 30,000
Digital Radios Replacement and Expansion	1	\$ 140,000
SRT Vehicle	1	\$ 350,000

Exhibit “A” (Cont’d)

K-9 Additions and Replacements	4	\$ 120,000
UAV (Unmanned Aerial Vehicle) Replacement	1	\$ 30,000
Portable Vehicle Lift	1	\$ 10,000
Paths		
Path Construction (3 Miles per Year)	6	\$3,445,000
Path Transition Reconstruction (Signage, Smooth Curbing Transition, Etc.) – Citizen Suggestion	1	\$ 500,000
Replace Asphalt Spreader	1	\$ 210,000
Replace 750 Dump Truck	1	\$ 115,000
Replace Skid Steer	1	\$ 75,000
Robotic Slope Mower	1	\$ 95,000
Safety and Traffic Flow Improvements for Corrugated Metal Path Tunnels	1	\$3,500,000
Path Tunnel and Bridge Maintenance	6	\$ 875,000
Grade Separated Crossing to Connect Booth Middle and McIntosh High	1	\$4,000,000
Roads		
Street Resurfacing Program (8 Miles per Year)	6	\$30,000,000
New Village Signage	18	\$ 180,000
Replace Street Sweeper	1	\$ 190,000
Intersection Improvements at Peachtree Pkwy & Robinson Rd.	1	\$2,280,600
Recreation		
Drake Field Restrooms	1	\$ 500,000
Community Garden Site Redevelopments – 110 Kelly Drive	1	\$1,000,000
Playground Equipment Replacement & Expansion – Citywide	6	\$1,200,000

Exhibit “A” (Cont’d)

New Pickleball Courts with Lights and Restrooms	12	\$ 770,000
Additional Street Resurfacing	1	\$5,000,000
Additional Path Construction	1	<u>\$2,000,000</u>
Total		\$67,380,000

Town of Tyrone

Roads		\$2,500,000
Town-Wide Asphalt Resurfacing		
Right-of-Way Clearing		
Palmetto Senoia Intersection Improvements		
Multi-Use Paths		\$2,000,000
Sandy Creek High School Multi-Use Path		
Dogwood Railroad Multi-Use Path Crossing		
Laurelwood Connector		
Tullamore – Greencastle Connector		
Castlewood Multi-Use Path Improvements		
East Crestwood Road Path		
Downtown Improvements		\$2,500,000
Signage – Building and Parks		
Senoia Road Streetscaping – Lighting, trees, beautification, traffic calming, on-street parking, Multi-use trail expansion, etc.		
Commerce Drive Streetscaping		
Underground Utilities		
Crosswalk Improvements		
Curb and Gutter Improvements		

Exhibit “A” (Cont’d)

Parking Expansion – Downtown

Leisure Services \$2,500,000

Shamrock Park – Landscaping, hardscaping, lighting, and
electrical improvements

Shamrock – Multi-use Stage and Market Place

Shamrock – Parking Expansion & Improvements

Library-Rec Exterior Spaces Improvements

Museum Facility Improvements

Redwine Park Improvements

Veterans Park Improvements

Handley Park Improvements

Fabon Brown Park Improvements

Stormwater \$2,000,000

Dam Improvements

Infrastructure Improvements

Sewer \$1,500,000

Capacity

Infrastructure

Administration \$ 492,500

Public Works Dump Truck

Bucket Truck

Public Works Work Truck

Police Department Patrol Cars

Police and Public Works Radios and Equipment

Exhibit “A” (Cont’d)

Total	\$13,492,500
--------------	---------------------

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2023-___

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY; TO CALL FOR A REFERENDUM REGARDING THE IMPOSITION OF A SPECIAL PURPOSE LOCAL OPTION SALES TAX WITHIN THE SPECIAL DISTRICT ENCOMPASSING FAYETTE COUNTY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners for Fayette County (the “County”) is the duly elected governing authority for the County; and

WHEREAS, the Board of Commissioners desires to call for a referendum for the imposition of a special purpose local option sales tax (the “SPLOST”) within the special district encompassing the County, pursuant to O.C.G.A. § 48-8-110 et seq.; and

WHEREAS, the Board of Commissioners has entered into an intergovernmental agreement with the Town of Brooks, the City of Fayetteville, the City of Peachtree City, and the Town of Tyrone (the “qualified municipalities”) and has received from each qualified municipality a list of projects to be included as part of the SPLOST; and

WHEREAS, in addition, the County has also prepared a list of its own projects to be included as part of the SPLOST; and

WHEREAS, the combined list of all projects to be included as part of the SPLOST is attached hereto as Exhibit “A”; and

WHEREAS, it is estimated that the total cost of the projects identified in Exhibit “A” will be \$_____; and

WHEREAS, the Board of Commissioners intends for said referendum on the SPLOST to be held on March 21, 2023, pursuant to state law governing the timing of special elections.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners for Fayette County that there shall hereby be a referendum on March 21, 2023 to submit to the voters of Fayette County the question of whether or not to impose a special local option sales tax of one percent within the special district encompassing Fayette County for the purpose of financing the projects identified in Exhibit “A”, which is attached hereto and made a part hereof by this reference.

BE IT FURTHER RESOLVED by the Board of Commissioners that the question to be submitted to the voters of Fayette County shall be that found in Exhibit “B”, which is attached hereto and made a part hereof by this reference.

BE IT FURTHER RESOLVED by the Board of Commissioners that, if approved, said special purpose local option sales tax shall be for the purposes of funding road, street and bridge improvements throughout the special district and:

- (a) For funding building renovations; public safety equipment and buildings; recreation building and services; construction and maintenance of stormwater infrastructure; and road improvements for Fayette County;

- (b) For funding road improvements; construction and maintenance of stormwater infrastructure; park and library improvements; cemetery expansion; and building improvements for the Town of Brooks;
- (c) For funding retirement of existing debt; technology upgrades; public safety vehicles and equipment; road improvements and signage; parks and park improvements; and construction and maintenance of stormwater infrastructure for the City of Fayetteville;
- (d) For funding public safety buildings, vehicles, and equipment; multi-use path maintenance and construction; road improvements; recreation buildings and equipment for the City of Peachtree City; and
- (e) For funding road improvements; construction and maintenance of multi-use paths; recreation buildings and equipment; construction and maintenance of stormwater infrastructure; construction and maintenance of sewer infrastructure; public safety vehicles and equipment; and public works vehicles and equipment for the Town of Tyrone.

BE IT FURTHER RESOLVED by the Board of Commissioners that the total estimated cost of the projects identified in Exhibit “A” is \$141,014,157.00; and

BE IT FURTHER RESOLVED by the Board of Commissioners that, if approved, the special purpose local option sales will be imposed for a maximum period of six (6) years.

RESOLVED this ____ day of _____, 2023.

BOARD OF COMMISSIONERS
OF FAYETTE COUNTY

By: _____
_____, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

LAW OFFICES
McNALLY, FOX, GRANT & DAVENPORT

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY
PATRICK J. FOX
PHILIP P. GRANT
DENNIS A. DAVENPORT
PATRICK A. STOUGH
MEREDITH F. McCLURE
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832
(770) 461-5863

December 1, 2022

Mr. Eric Dial, Mayor
Town of Tyrone
950 Senoia Road
Tyrone, Georgia 30290

Re: Disclosure of possible conflict of interests

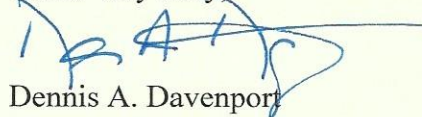
Dear Mayor Dial:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to an agreement for crack sealing services for various roads within the Town ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town, and extends its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the Town on the issue. Information that is reasonably sufficient to permit the Town to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the Town has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the Town to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgement of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport
Town Attorney

Enclosure

Acknowledgment of Disclosure and Confirmation of Informed Consent
Crack Sealing Services

On behalf of the Town, please sign below to indicate confirmation of the Firm’s disclosure of a possible conflict of interest and discussions with the Town regarding same. This acknowledgment will serve to demonstrate the consent of the Town to the Firm’s representation in this Agreement. We are also asking the County to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm’s representation as to this Agreement.

The Town hereby acknowledges the receipt of this disclosure and confirms the its informed consent to continued representation concerning this Agreement by the Firm by signing below.

This ____ day of _____, 2022.

MAYOR AND COUNCIL FOR
THE TOWN OF TYRONE

(SEAL)

By: _____
Eric Dial, Mayor

ATTEST:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: December 1, 2022

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to enter into an IGA with Fayette County for the Road Crack Sealing project PW-2023-09.

BACKGROUND:

Council approved the Public Work budget which included crack sealing sections of pavement to extend the life of the Town's Roads. This project includes sections of Senoia Road, East Crestwood, Spencer Road, Peggy Lane and Depot Court. Road sections are depicted in Attachment A of the IGA. The project was bid by Fayette County and they are taking the lead to assist the Town. The project is estimated at \$27,150.00 which is within the Public Works budget for FY 22/23.

FUNDING:

General Funds – Public Works 100-40-52.2205

STAFF RECOMMENDATION:

Staff recommends approval to enter into the IGA with Fayette County for the estimated fee of \$27,150 for selective crack sealing of the Town's roads.

ATTACHMENTS:

Fayette County IGA

PREVIOUS DISCUSSIONS:

FY 22/23 Budget Meetings & Planning Workshop

STATE OF GEORGIA

COUNTY OF FAYETTE

CRACK SEAL PROJECT AGREEMENT

This Agreement entered into this _____ day of _____,
20__ between the TOWN OF TYRONE, a municipal corporation lying wholly or partially
within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter
referred to as “the Town”, and FAYETTE COUNTY, GEORGIA, a political subdivision of the
State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as
“the County” to provide one-time pavement markings maintenance, a/k/a, crack sealing, within
the corporate limits of the Town, hereinafter referred to as the “Agreement.”

W I T N E S S E T H:

WHEREAS, the County and the Town desire to place crack seal within the corporate
limits of the Town to promote adequate and safe means of transportation; and

WHEREAS, the County and Town desire to coordinate their efforts, as hereinafter
provided, in the pavement project plan that are listed on the attachment to this Agreement known
as Special Stipulations. Said Special Stipulations are hereby adopted into the Agreement by this
reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, the
receipt and sufficiency of which are hereby acknowledged by the Town and the County, the
Town and the County do hereby agree as follows:

1.

The County agrees to provide the contractor procurement and project management for the crack sealing project which have been identified on the Special Stipulations attachment.

2.

The Town and the County agree that the Roads identified on the Special Stipulations are part of the Town road system and, as such, shall be completely and solely within the Town's jurisdiction and control. The pavement markings of the Roads within the Town is at the direction of the Town and the County assumes no interest in the title of said portion of the Road within the Town. In no manner shall the portion of the Road(s) within the Town be deemed a County Road. Unless otherwise agreed, the maintenance and repair of the portion of the Road(s) within the Town, other than the crack sealing contemplated herein, shall be the sole responsibility of the Town.

3.

The Town warrants that it owns or has rights to maintain the portion of the Road(s) within the Town and further warrants that the performance of work on that portion of the Road(s) within the Town will not violate any restrictions, covenants, local or state law.

4.

To the fullest extent permitted by law, the Town agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and

representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the crack sealing on that portion of the Roads within the Town, which are not incurred or suffered due to the negligence of the County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the Town and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the Town that arise out of, or result from, the performance of the crack sealing on that portion of the Roads within the Town, which are not incurred or suffered due to the negligence of the Town.

5.

Any additional terms and conditions which may exist between the parties may be found on the Special Stipulations attachment. To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in the Special Stipulations, the parties agree that any terms and conditions in the Special Stipulations supersede any terms and conditions within this Agreement.

6.

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

7.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first above written.

(SEAL)



Attest:

Tameca P. Smith
Tameca P. Smith, County Clerk

FAYETTE COUNTY, GEORGIA

By:

Lee Hearn
Lee Hearn, Chairman

(SEAL)

TOWN OF TYRONE

By:

Eric Dial
Eric Dial, Mayor

Attest:

Dee Baker
Dee Baker, Town Clerk

Attachment A

Special Stipulations

Per the August 30th, 2022 email from Scott Langford, the Town of Tyrone is requesting that the Town of Tyrone be included with the upcoming County’s crack sealing bid package for Fiscal Year 2023 with the following Town roads:

Senoia Road

- Depot Ct to Crestwood – 2.06 miles
- Swanson Rd to Carriage Oaks – 0.18 miles

East Crestwood

- SR 74 to Farr Rd – 0.52 miles

Spencer Road

- Wynfield to Publix – 0.48 miles

Peggy Lane

- SR 74 to End – 0.31 miles

Depot Court

- Senoia Rd to End - .07 miles

Work will include:

- Procurement of a Contractor
- Project Management and Inspection
- Crack Sealing by Contractor
- Town will reimburse County for all costs once the project is completed.

The estimated value of this work is \$27,150 (\$7,500 per linear mile). Per this agreement, all Contractor costs shall be directly paid by Town of Tyrone.