



## TOWN COUNCIL MEETING

July 17, 2025 at 7:00 PM

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950 Senoia Road, Tyrone, GA 30290

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**Eric Dial**, Mayor

**Gloria Furr**, Mayor Pro Tem, Post 4

**Jessica Whelan**, Post 1

**Dia Hunter**, 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 June 19 and June 26, 2025 minutes.
2. Approval of a resolution authorizing the Town of Tyrone's participation in an amicus brief in the Chang v. City of Milton Supreme Court (Georgia) case.
3. Approval to purchase a 2025 Ford Police Interceptor from Wade Ford under State Contract for \$50,670.00, and to have this vehicle administratively equipped for use by 144th Marketing Group for \$6,180.00. Total cost: \$56,850 and not to Exceed: \$58,000.00

### VII. PRESENTATIONS

### VIII. PUBLIC HEARINGS

### IX. NEW BUSINESS

4. Consideration to Award Task Order 14: 2026 Asphalt Resurfacing Project - PW-2026-01 of the 2021 Transportation Engineering Services contract with POND, Inc. **Scott Langford**, Public Works Director & Town Engineer

- [5.](#) Consideration to award purchase of a 2025 Chevrolet Silverado 3500 with Service Body to SouthTowne Chevrolet in the amount of \$60,457.00. **Scott Langford, Public Works Director / Town Engineer**
- [6.](#) Consideration to authorize the Mayor to execute a contract with Atlas Technical Consultants for Construction Material Testing Services for the Shamrock Park Pavilion Project. **Phillip Trocquet, Assistant Town Manager**
- [7.](#) Consideration to approve the alcohol license fee for an off-premises catering license. **Dee Baker, Town Clerk**

**X. 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.*

**XI. STAFF COMMENTS**

**XII. COUNCIL COMMENTS**

**XIII. EXECUTIVE SESSION**

**XIV. ADJOURNMENT**

**TYRONE TOWN COUNCIL  
MEETING  
MINUTES  
June 19, 2025 at 7:00 PM**

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**Eric Dial**, Mayor  
**Gloria Furr**, Mayor Pro Tem, Post 4

**Jessica Whelan**, Post 1  
**Dia Hunter**, Post 2  
**Billy Campbell**, Post 3

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

Also present:

Krista McClenny, Recreation Assistant  
Scott Langford, Engineer / Public Works Director  
Randy Mundy, Police Chief  
Philip Nelson, Police Lieutenant

**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. Patricia Leong who lives on Yeats Court asked Council to resend the alcohol ordinance allowing alcohol in Shamrock Park. How did this come about? It would open a host of problems. We can have family-friendly fun without alcohol. She thanked Council. Council Member Campbell shared that he would meet with her after the meeting for clarification.

**V. APPROVAL OF AGENDA**

A motion was made to approve the agenda with the change moving item #4 under Consent to New Business for discussion.

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

A motion was made to approve the agenda with the change.

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

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

1. Approval of the June 5, 2025 minutes.
2. Approval of multiple event dates requested by Christ Church to be held in Shamrock Park beginning at 6:00 p.m., June 19, July 17, August 7, Nov 16, and Dec 21. No cost to the Town. All events are open to the public.
3. Consideration to renew the contract for Transportation Engineering Services with POND from July 1, 2025 to June 30, 2026.

A motion was made to approve the consent agenda as amended.

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

## **VII. PRESENTATIONS**

## **VIII. PUBLIC HEARINGS**

5. Public Hearing for the consideration of an Alcohol License application from Alejandro Arellano for Arellano Brothers, Inc., located at 1496 Hwy 74 N for retail consumption of beer, wine, and distilled spirits. Dee Baker, Town Clerk

Ms. Baker shared that the public hearing was to consider the alcohol application from Alejandro Arellano for Arellano Brothers, Inc., located at 1496 Hwy 74, the former Mindbender VR Bar and Partners Pizza. Legal Counsel reviewed the application, and legal ads were placed along with signage. If approved, Mr. Arellano would apply for his State alcohol license. Once that is approved, they will be able to purchase and serve alcohol. They have also applied for their d/b/a for Grand Mayan Fresh-Mex Cantina.

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

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

A motion was made to approve the alcohol application from Alejandro Arellano for a retail consumption license at 1496 Hwy 74, Arellano Brothers, Inc.

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



6. Public Hearing for the Fiscal Year 2025/2026 Proposed Budget of \$13,041,267 for the General Fund and \$8,511,085 for all other miscellaneous Funds. Brandon Perkins, Town Manager, and Sandy Beach, Finance Manager.
- Mr. Perkins shared the fiscal year 2026 proposed budget with the General Fund totaling \$13,041,266.74, reflecting an 8.7% increase. To balance the budget, staff proposed using \$3,900,395.64 from the Surplus (46% of Unassigned Fund Balance). He listed some highlights, a 3% increase for employees, a new Code Enforcement Officer, and \$1.8 million for the Pendleton Dam project (grant funding). He shared that the Tax Revenue was projected to increase by 4.9%. Property Tax Revenue was expected at \$2,006,523.61 (10% over last year). He added that the amount was also considered House Bill 581. Property taxes would comprise 15.4% of the total budget, which was below the national 30% average. He mentioned other funds such as SPLOST, Sewer, and Founders Day which all totaled over \$8 million.

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

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

Mayor Dial announced that the budget adoption would be held on Thursday, June 26, 2025, at 6:00 p.m.

## **IX. OLD BUSINESS**

## **X. NEW BUSINESS**

7. Approval of Melanin Mediums LLC, Bouncin Bubbles event at Shamrock Park, July 12, 2025, from 10:00 a.m. to 4:00 p.m., open to the public.

Council Member Whelan shared that the business was currently not an active business. They advertised the event and solicited food truck and vendor spaces for a cost. She asked Mr. Davenport for his advice regarding subleasing spaces. He stated that although the inactive license was a red flag, it could be easily corrected. He added that to his knowledge subleasing had never happened in the past. Ms. McClenny shared that it had not happened in her tenure. The event planner had already advertised publicly. Chief Mundy added that the event was slated for six hours and that they would need to hire an off-duty officer based on availability and pay for the use of the patrol car.

Council Member Whelan made a motion to decline the event and to direct staff to draft a clear policy and to include the use of the pavilion. The motion died from lack of a second.

A motion was made to decline the Bouncin Bubbles event in Shamrock Park.

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

The discussion continued regarding the formation of a clear policy blocking individuals from subleasing space. Council Member Campbell inquired about the agenda process.

Council Member Hunter mentioned that sports organizations charge for the uses at Handley field. We should not restrict this event at Shamrock Park. He agreed with Council Member Whelan regarding a strict policy. Council Member Campbell shared that regarding sports organizations, the charge was part of their field use agreement.

Mr. Perkins explained that the department head solidifies the item for the agenda and uploads the information into our meeting system. The agenda is then reviewed and approved before it is published. When folks want the fees waived for the use of the park it requires a vote from Council. Mr. Perkins shared that his take on the policy would be similar to the Pickleball court policy, making it clear. It would then go through a legal review.

Mayor Dial stated that if the event planner for Bouncin Bubbles were to pay their business tax and not charge vendors they would be welcome to come back. Ms. McClenny stated that most events do not come to Council because there are contracts and rental fees paid. Council Member Whelan stated that the event was scheduled for six hours and that public safety was a factor.

**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**

Chief Mundy updated Council on the department staffing. One of two conditional officers would begin July 7<sup>th</sup>, the other chose to work elsewhere. Two Sergeants were leaving, one on June 26<sup>th</sup>, the other on July 1<sup>st</sup>. He reminded Council that an Officer was currently in rehab. He explained the two layers of protection. The first was Patrol Officers and Detectives. The next level included the Certification Manager, the Major, and himself when staffing was low. Steps were being taken to hire new officers. One has been interviewed. The officer was put through the academy by Riverdale; the remainder of his contract may need to be purchased by the Town. He would brief Council if that amount would be less than paying a new hire salary for six months. Staff were also reaching out to other academies in the area for candidates.

Mr. Perkins stated that staff did not have much for the July 3<sup>rd</sup> meeting and suggested canceling the meeting.

A motion was made to cancel the July 3, 2025, meeting.

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

Mr. Perkins announced that the Budget adoption would be held on June 26, 2025, at 6:00 p.m. He stated that there would be a runoff for the Public Service Commissioner position on July 15<sup>th</sup> at the Library.

**XIII. COUNCIL COMMENTS**

Council Member Campbell inquired about informational signage for the new pavilion at Shamrock Park. Mr. Trocquet shared that it was created and would be placed at the park soon.

Council Member Campbell announced that the Elks Club of Tyrone was opening their new location next to Zesto's. They would be hosting Bingo on Mondays, Wednesdays, Thursdays, and Saturdays.

Council Member Hunter thanked Mr. Langford for his efforts on the Dogwood Trail paving project.

Mayor Dial shared that he had received compliments on Officer Penny Mentch and asked Chief Mundy to share for her to keep up the good work.

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

Motion made by Council Member Hunter.

Voting Yea: Council Member Campbell, Council Member Whelan, Council Member Hunter.

The meeting adjourned at 7:45 p.m.

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

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

# TYRONE TOWN COUNCIL MEETING -SPECIAL CALLED BUDGET ADOPTION

## MINUTES

June 26, 2025 at 6:00 PM

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Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1

Dia Hunter, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Scott Langford, Engineer / Public Works Director

Absent:

Brandon Perkins, Town Manager

Dennis Davenport, 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

A motion was made to approve the agenda.

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

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan, Council Member Hunter.

### 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

1. Consideration to approve Melanin Mediums LLC, Bouncin' Bubbles event at Shamrock Park, July 12, 2025, from 10:00 a.m. to 4:00 p.m., open to the public. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet shared that at a previous meeting, the same item was denied due to items disqualifying them. Since then, the event planner submitted an affidavit stating that they were not charging vendors and that they paid their state registration. Mayor Dial clarified that she could not charge vendors for spaces and asked if traffic control was taken care of. Mr. Trocquet stated that the Fayette County sheriff's department would handle the traffic.

A motion was made to approve Melanin Mediums LLC, Bouncin' Bubbles event at Shamrock Park, July 12, 2025, from 10:00 a.m. to 4:00 p.m.

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

2. Consideration to adopt the fiscal year 2025/2026 General Fund budget of \$13,041,267 as well as the other miscellaneous funds budgets of \$8,511,085. - Sandy Beach, Finance Manager

Ms. Beach recommended approval of the 2025/2026 fiscal year budget as presented. Council Member Campbell inquired about miscellaneous funds. Ms. Beach stated that they included state and federal assets, the 2017 and 2023 SPLOST funds, sewer, taxes, reserves, grants, and other appropriate funds.

A motion was made to approve the Fiscal Year 2025/2026 General Fund Budget of \$13,041,267 and the Budget of \$8,511,085 for other Miscellaneous Funds.

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

## **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.*

## **XII. STAFF COMMENTS**

## **XIII. COUNCIL COMMENTS**

Council Member Whelan shared that at the last meeting, she made a motion to direct staff to create a Shamrock Park use policy for clear direction and to also include the use of the new pavilion. The motion died due to the lack of a second. Mayor Dial shared that staff was clear on their direction but added that Council could also vote on the matter.

A motion was made to direct staff to create a policy similar to the Pickleball policy which would include insurance and clear measures for the use of Shamrock Park, including the new pavilion.

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

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

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

The meeting adjourned at 6:07 p.m.

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

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



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** July 17, 2025

**Agenda Item Type:** Consent Agenda

**Staff Contact:** Brandon Perkins, Town Manager

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### STAFF REPORT

**AGENDA ITEM:**

Approval of a resolution authorizing the Town of Tyrone's participation in an amicus brief in the Chang v. City of Milton Supreme Court (Georgia) case.

**BACKGROUND:**

On December 5, 2024, you all approved a resolution authorizing the Town of Tyrone's participation in an amicus brief in the Chang v. City of Milton appeal. Since that time, the Georgia Supreme Court has agreed to hear the case and the City of Milton is asking Georgia cities to once again join their efforts in fighting this case in the form of another multi-city amicus brief.

As a reminder, Chang v. City of Milton resulted in a jury award in the amount of \$35,000,000.00 from Milton as a result of a 2016 auto accident in which a vehicle left the roadway and struck a city-owned masonry planter that had been in place for decades.

**FUNDING:**

None.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

-Resolution

Note: Counsel may bring an updated version to the meeting.

**PREVIOUS DISCUSSIONS:**

December 5, 2024.

**RESOLUTION OF THE CITY OF \_\_\_\_\_, GEORGIA (the “CITY”)  
AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF  
MILTON APPEAL**

**WHEREAS**, there is presently pending before the Court of Appeals and/or Supreme Court of Georgia an appeal of a civil lawsuit that, at the trial court level, was referred to as Chang, et. al. v. City of Milton, State Court of Fulton County, Case No. 18EV004442;

**WHEREAS**, the case involves a claim of liability against the City of Milton for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

**WHEREAS**, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

**WHEREAS**, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

**WHEREAS**, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 2024 WL 4195584 (Chang appellate ruling);

**WHEREAS**, the Court of Appeals ruled that the “*planter...was a hazard for vehicles leaving the travel lanes*” and that its presence “*renders the use of these thoroughfares more hazardous;*”

**WHEREAS**, the CITY is concerned by the Court of Appeals decision finding that a municipality may be liable for fixed obstructions located outside the motoring lanes of travel where the obstruction had never been the subject of a prior collision or complaint;

**WHEREAS**, the CITY believes the Court of Appeals decision is inconsistent with existing legal precedent and should be overturned; and,

**WHEREAS**, the CITY believes the financial implications of the Court of Appeals decision could be devastating for Georgia municipalities.

**NOW THEREFORE BE IT RESOLVED**, that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Chang appellate ruling be taken by the Supreme Court and reversed. An amicus brief so tendered may include the City’s name as a participating party.

This \_\_\_\_\_, day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

[SEAL]





## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** July 17, 2025

**Agenda Item Type:** Consent Agenda

**Staff Contact:** Chief Randy Mundy

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### STAFF REPORT

**AGENDA ITEM:**

Consideration to purchase a 2025 Ford Police Interceptor from Wade Ford under State Contract for \$50,670.00, and to have this vehicle administratively equipped for use by 144th Marketing Group for \$6,180.00. Total cost: \$56,850.00 and not to Exceed: \$58,000.00

**BACKGROUND:**

This item was presented to Council and approved during the 2025/2026 Budget worksop

**FUNDING:**

321-39-54-2200

**STAFF RECOMMENDATION:**

Approve the purchase and administrative equipping of the 2025 Ford Police Interceptor

**ATTACHMENTS:**

Wade Ford & 144<sup>th</sup> Marketing Group Pricing

**PREVIOUS DISCUSSIONS:**

2025/2026 Budget Workshop



## PRICING PROPOSAL

DATE Wednesday, July 2, 2025

GA Statewide Contract 99999-001-SPD0000183-0006

Account Manager: RON MORGAN (404) 637-3924

CUSTOMER TYRONE POLICE DEPARTMENT

CONTACT VAN BROCK

PHONE

EMAIL [van.brock@tyronega.gov](mailto:van.brock@tyronega.gov)

ADDRESS

VEHICLE			TRADE	
Vehicle	2025 POLICE INTERCEPTOR		VIN Miles	
Color	AGATE BLACK			
Stock #	SGC12454			
PRICING			Actual Value	
PRICE	\$52,670.00		Tires	-
STOCK FEE	\$0.00		Mileage Adjustment	-
Tag/Registration Fee (estimate)	\$0.00		Mechanical repairs	-
LIFT GATE-	\$0.00		Brakes	-
Vehicle Selling Price	\$52,670.00		Scratches / Paint	-
TOTAL UPFIT	\$0.00		Body Damage / Dents	-
Discount / GPC	-	(\$2,000.00)	Extra Allowance	+
Difference	\$50,670.00		Allowance:	\$0.00
FLEETTAIL				
Taxes 7%		+ \$0.00	Name	
Trade Payoff		+ \$0.00	Address	
PREM EXTENDED 5YR / 100		+ \$0.00	Phone	
Service PLAN 7 / 100		+ \$0.00		
Shipping Fee		+ \$0.00		
Balance Due (estimate)		\$50,670.00	Email	
Total Quantity		1		
Order Total		\$50,670.00		
NOTES				
This sales order does not guarantee availability A purchase order is required to guarantee availability.				

X

*Ron Morgan*

Buyer

Date

Account Manager

Date 7/2/2025

-004976

GA

9-NORFOLK, NB, 004976, SE2011

12967

120250513 0483

CERTIFICATE OF TITLE AND REGISTRATION

029548

263/939

12558365

SGC12454

NB

GU3



ford.com

VEHICLE DESCRIPTION

2025 UTILITY AND  
119" WHEELBASE  
3.0L ECOBOOST V6 ENGINE  
10-SPEED AUTO TRANSMISSION

# POLICE INTERCEPTOR

SG C12454

EXTERIOR  
ACATE BLACK METALLIC  
INTERIOR  
EBONY CLOTH FRONT/VINYL REAR

## STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- |  |   |   |  |
|--|---|---|--|
| <p><b>EXTERIOR</b></p> <ul style="list-style-type: none"> <li>18" HD STEEL WHEELS</li> <li>255/50R18 AS BSW</li> <li>POLICE THES</li> <li>CLASS III FITCH RECEIVER</li> <li>DUAL EXHAUST SYSTEM</li> <li>DUAL CROWN WINDOWS</li> <li>BLU SIZE 2000MM</li> <li>HEADLAMPS AUTO LED</li> <li>LOWWING INCLUDES FRONT HOUSING (W/LED WIG-WAG)</li> <li>KEY LOCKS (DEPASSALATCH)</li> <li>PRIVACY GLASS 2ND/3RD ROW</li> </ul> | <p><b>INTERIOR</b></p> <ul style="list-style-type: none"> <li>35/50/35 SPLIT VINYL REAR</li> <li>AC W/ AUTOMATIC CLIMATE CONTROL, DUAL ZONE</li> <li>BLACK VINYL FLOOR COVERING</li> <li>CENTRE SPEEDOMETER</li> <li>CLOCK BACKUP FRONT SEATS</li> <li>ENCLOSURE W/ VINYL PLATE</li> <li>ENCLOSURE W/ VINYL PLATE</li> <li>RED W/ BLACK TRIM</li> <li>RED W/ BLACK TRIM</li> <li>SEATBACK INTRUSION PLATES</li> <li>TILT/TEL ESCOPING STEERING W/ 4 CONFIGURABLE LATCHING SWITCHES</li> </ul> | <ul style="list-style-type: none"> <li>UNIVERSAL TOP TRAY</li> <li>FUNCTIONAL</li> <li>AWP/MP/BLUETOOTH &amp; USB</li> <li>COLUMB MOUNTED SHIFTER</li> <li>ENGINE OIL COOLER</li> <li>PULL-TIME ALL WHEEL DRIVE SYSTEM</li> <li>HEAVY DUTY SUSPENSION</li> <li>HEAVY DUTY 80-AMP BATTERY</li> <li>REAR TRUNK/LIFTGATE</li> <li>POLICE BRAKES, 4 WHEEL DISC W/ ABS &amp; TRACTION CONTROL</li> <li>POWER STEERING W/ EPS</li> <li>REAR VIEW CAMERA</li> <li>TRANSMISSION OIL COOLER</li> </ul> | <ul style="list-style-type: none"> <li>TRANSMISSION-10-SPEED AUTO</li> <li>SAFETY/SECURITY</li> <li>75 MPH REAR-CRASH TESTED</li> <li>ADVANCE TRAC<sup>SM</sup> WITH RSC<sup>SM</sup></li> <li>AIRBAGS - FRONT AND SIDE</li> <li>AIRBAGS - SAFETY CANOPY</li> <li>SOS POST CRASH ALERT SYS</li> <li>TIRE PRESSURE MONITOR SYS</li> </ul> |
|--|---|---|--|

## INCLUDED ON THIS VEHICLE

(MSRP)

## EQUIPMENT GROUP 500A

- OPTIONAL EQUIPMENT/OTHER**
- 3.0L ECOBOOST V6 ENGINE
  - 10-SPEED AUTO TRANSMISSION
  - HID PLUNG W/IR HAND INOPERABLE
  - 50 STATE EMISSIONS
  - DRIVER SIDE LED SPOT LAMP
  - REAR DR HAND AND LOCKS (NOPR DAYTIME RUNNING LAMPS (DRL)

NO CHARGE  
180.00  
NO CHARGE  
400.00  
NO CHARGE  
50.00

<b>PRICE INFORMATION</b>	<b>(MSRP)</b>
BASE PRICE	\$49,515.00
TOTAL OPTIONS/OTHER	1,500.00
TOTAL VEHICLE & OPTIONS/OTHER	\$51,015.00
DESTINATION & DELIVERY	51,015.00

<b>CH02</b>	<b>CONVOY</b>	<b>TOTAL MSRP \$52,670.00</b>
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Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

**SPECIAL ORDER**

SE011 N RB 2X 515 004976 05 01 25

## EPA Fuel Economy and Environment

**Fuel Economy**

**20** MPG

combined city/hwy

city

highway

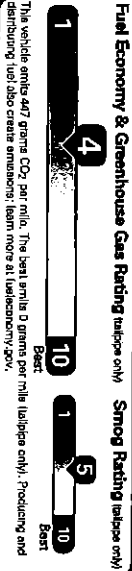
5.0 gallons per 100 miles

Standard SUVs range from 12 to 115 MPG. The best vehicle rated 140 MPG.

**You spend \$3,500**

more in fuel costs over 5 years compared to the average new vehicle.

**Annual fuel cost \$2,600**



**fuel economy.gov**

Calculate personalized estimates and compare vehicles.

**Smartphone QR Code**

## GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score ★ ★ ★ ★ ★**

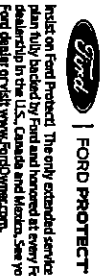
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

<b>Frontal</b>	Driver	★ ★ ★ ★ ★
<b>Crash</b>	Passenger	★ ★ ★ ★ ★
<b>Side</b>	Front seat	★ ★ ★ ★ ★
<b>Crash</b>	Rear seat	★ ★ ★ ★ ★
<b>Rollover</b>		★ ★ ★ ★ ★

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236



**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust; do not idle the engine except as necessary; service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.ca.gov/passenger-vehicle](http://www.ca.gov/passenger-vehicle).



**FORD PROTECT**

Hold on Ford Protect! The only extended service plan that's backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit [ford.com/protect](http://ford.com/protect).



The modern is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

1202505130483

144th Marketing Group, LLC  
 611 Highway 74S, Suite 3000  
 Peachtree City, GA 30269  
 7706312937  
 www.144thfleet.com

## Estimate



ADDRESS
Maj. Van Brock Tyrone Police Department 945 Senoia Road Tyrone, GA 30290

SHIP TO
Maj. Van Brock Tyrone Police Department 945 Senoia Road Tyrone, GA 30290

ESTIMATE #	DATE
107880	07/02/2025

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	2025 PIU Admin - (x1) with console VIN#:			0.00
				0.00
ENFWB	Supervisor Front Interior - Vehicle specific -	1	1,095.00	1,095.00
3599L5	C3/Covert Siren-Remote System w/Hand Held Controller	1	415.00	415.00
C3100U	CODE 3/C3100 Speak with Universal Brackets	1	175.00	175.00
EMPS1STS3E	mpower® 3" Stud Mount Fascia Light for Ford Grille Mount application, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Dual Color - Blue/White	2	120.00	240.00
MR6MC-BW	MR6 multicolor LED, hood or flush mount (hardware included) blue/white	6	100.00	600.00
MR6LBKT	90 L shaped Bracket (MR6).	2	10.00	20.00
MICROPAK-DC-BW	Directional, 6-Pack LED Hide-a-Blast, 12-12V, 29FPs, multi color, blue/white	4	75.00	300.00
11.1005.STTBTL	Show-me taillight flasher	1	65.00	65.00
ENFWB	rear	1	850.00	850.00
425-6505	PI Utility 2020+ Contour Console (20" FP - 6" top 14" bottom)	1	350.00	350.00
425-6651	Assembly, 3 12V Outlets in 2" Faceplate (Plastic Cap)	1	50.00	50.00
425-1485	4" FP - Utility Box - Center Console (2.75" x 4" x8.5")	1	40.00	40.00
425-6729	Dual ABS Cupholder	1	50.00	50.00
425-6411	Armrest - Adjustable (4.125" x 9" x 11")	1	110.00	110.00
Tint Premlum - 2 Roll- ups	Tint Premium - 2 Roll-ups only w/ strip	1	130.00	130.00
Labor	Installation of above and customer supplied radio.	1	1,495.00	1,495.00
Shipping	Shipping	1	195.00	195.00

SUBTOTAL	6,180.00
TAX	0.00
TOTAL	<b>\$6,180.00</b>

Accepted By

Accepted Date



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** July 17, 2025

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

### STAFF REPORT

#### AGENDA ITEM:

Consideration to Award Task Order 14: 2026 Asphalt Resurfacing, Project No: PW-2026-01 of the 2021 Transportation Engineering Services project to POND, Inc.

#### BACKGROUND:

This project is Task Order 14 of the 2021 Transportation Engineering Service Contract with POND, Incorporated. The project is part of the continued effort to improve and maintain the transportation infrastructure in the Town of Tyrone. The project scope includes the asphalt resurfacing of Park Drive, Handley Court, Taylors Ridge, Donegal Drive, Wickham Drive, Brunswick Drive, Arbor Crest, and Dover Chase. The engineering design includes surveying and geotechnical services at a total not to exceed \$66,519.

#### FUNDING:

General Funds 100-40-52.2205 (\$495,289.69), LMIG 2024 Sup. Grant (\$165,167.48), LMIG 2025 Grant (\$136,286.30) and 2023 SPLOST (\$75,000).

#### STAFF RECOMMENDATION:

Staff recommends Awarding Task Order 14: 2026 Asphalt Resurfacing; Project No: PW-2026-01 to POND, Inc. for the fee not to exceed \$66,519.65.

#### ATTACHMENTS:

See attached Task Order 14 Proposal

#### PREVIOUS DISCUSSIONS:

Council Planning Workshop and Budget Meetings in 2025



3500 Parkway Lane, Suite 300  
Peachtree Corners, GA 30092  
T: 678.336.7740

June 25, 2025

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

Re: **Town of Tyrone - Professional Transportation Design Services Fee Proposal  
Task Order #14 – 2026 Roadway Resurfacing**

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

#### PROJECT UNDERSTANDING:

As part of the Town of Tyrone Transportation Engineering Services On-Call contract (#PW-2021-13), Task Order #14 will consist of roadway resurfacing along several roadways/corridors within the town limits. These sections (showing approximate lengths and PCI ratings) are included below:

- **Park Drive:**
  - *Begin - Valleywood / End - Handley Court / Length 416 LF - PCI 73.7*
- **Handley Court:**
  - *Begin - Park Dr / End - cul de sac / Length 1,042 LF - PCI 72.5*
- **Taylor's Ridge Court:**
  - *Begin - Farr Rd / End - cul de sac / Length 1,858 LF - PCI 71.3*
- **Donegal Drive:**
  - *Begin - Farr Rd / End - cul de sac / Length 1,704 LF - PCI 72.5*
- **Wickham Drive:**
  - *Begin - Donegal / End - cul de sac / Length 1,355 LF - PCI 72.5*
- **Brunswick Dr:**
  - *Begin - Millsford / End - cul de sac / Length 2,624 LF - PCI 73.3*
- **Arbor Crest:**
  - *Begin - Brunswick / End - cul de sac / Length 189 LF - PCI 70.5*
- **Dover Chase:**
  - *Begin - Brunswick / End - cul de sac / Length 511 LF - PCI 81.1*

#### PROFESSIONAL SERVICES:

The work in this proposal will consist of developing preliminary through final construction plans. Pond, along with our subconsultants (as/if applicable), will provide the design services necessary in completing the tasks as described herein for the Town of Tyrone.



## Scope of Work

### Task 1: Base Data Coordination/Development

*Task 1A. Base Mapping Setup* – Pond will utilize available GIS information and aerial imagery to prepare the base mapping. This includes parcel data, roadway data, utility data, and contour information (as/if available and needed). This information will be overlaid on high-resolution aerial imagery.

### Task 2: Preliminary Design

*Task 2A. Preliminary Design Plans* – The Preliminary Plans deliverable will include roadway plans, with signing and marking elements, and typical sections. Pond will prepare the construction plans, prepared based on aerial imagery/GIS database. The design plans will be prepared conforming to AASHTO, Manual on Uniform Traffic Control Devices (MUTCD), Town of Tyrone/Fayette County, and Georgia Department of Transportation (GDOT) requirements and standards, as appropriate, using Microstation V8i with InRoads or OpenRoads Designer (ORD) software.

*Task 2B. Site Visit* – Pond will complete a site visit to all locations identified to measure lane widths and note relevant items including cracked curb and gutter, manholes and valves, etc.

*Task 2C. Cost Estimate* – Pond will prepare an opinion of probable cost/cost estimate for the project including all resurfacing locations.

*Task 2D. Town of Tyrone Review* – Pond will submit the Preliminary Plans to the Town of Tyrone for comment/approval. This task includes (1) meeting with the town to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans (during Task 3).

#### Deliverables for Task 2:

- Preliminary Plans
- Cost Estimate

### Task 3: Final Design

*Task 3A. Final Design Plans* – Based on all comments received from the Preliminary Plan submittal, we will further refine plans. These plans will include compiling a list of all Preliminary Plan comments received and our responses, prior to incorporating into Final Plans.

*Task 3B. Cost Estimate* – Pond will prepare an opinion of probable cost for the project including all resurfacing locations.

*Task 3C. Town of Tyrone Review* – Pond will submit the Final Plans to the Town of Tyrone for comment/approval. This task includes one meeting with the town to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans.





**Deliverables for Task 3:**

- Final Plans
- Cost Estimate

**Task 4: Construction Bid and Construction Support**

*Task 4A.* Respond to RFIs – During the bidding and construction process, we will respond in writing to the contractor's request for information.

*Task 4B.* Construction Observation/Punch List – Pond will provide personnel to perform (7) total visits to the site during construction to make sure that the construction is moving along as planned and is constructed per the plans. These visits will be documented as written reports. This includes: (1) preconstruction meeting, (5) site visits during construction, and (1) final inspection.

***Schedule***

Pond has estimated that the *design* tasks above can be completed within (4) months from approved notice to proceed (NTP) with this task order. Please note that these time frames are dependent on review times. Task 4 will begin upon design completion and is estimated to take (4) months.

**ASSUMPTIONS:**

The design plans will be prepared as a locally funded project.

Services or tasks not specifically outlined above are excluded and would be considered additional services.

Services not included in the scope:

- |   |                                       |
|---|---------------------------------------|
| • Full Design/Engineering Plans                 | • Landscape/Hardscape Plans           |
| • Topographic Survey                            | • GDOT Concept Report                 |
| • Geotechnical Services                         | • Additional Meetings                 |
| • Right-of-Way Plans                            | • MS4 Analysis/Documentation          |
| • GDOT Plan Development Process (PDP)           | • Environmental Services              |
| • Traffic Engineering Report/Analysis           | • Erosion Control Plans/Inspection    |
| • Staging Plans                                 | • Utility Coordination                |
| • Subsurface Utility Engineering (SUE) Services | • Culvert/Drainage Replacement Design |



3500 Parkway Lane, Suite 500  
Peachtree Corners, GA 30092  
T: 678.336.7740

**PROFESSIONAL FEES:**

Pond proposes to accomplish *Task 1* through *Task 4* based on the contracted unit rates, for a not to exceed a total fee of \$66,519.65. The fees are summarized in the attached Man-Hour Fee Estimate.

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

Sincerely,

**POND & COMPANY**

Richard Fangmann, PE, PTOE  
Vice-President

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

Town of Tyrone

On-Call - Task Order #14  
2026 Roadway Resurfacing  
Project Length 1.84 miles

SUMMARY BY PHASE

COST AMOUNT OF CONTRACT PROPOSAL  
6/25/2025

	PHASE AMOUNTS
Phase 1 Base Data Coordination/Development	\$ 11,058.00
Phase 2 Preliminary Design	\$ 32,132.75
Phase 3 Final Design	\$ 10,377.00
Phase 4 Construction Bid and Construction Support	\$ 12,951.90
TOTAL DESIGN COST FOR ALL SEGMENTS	\$ 66,519.65

## Phase 1 Summary

## Phase 1

Base Data Coordination/Development

PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	1	\$ 220.00	\$ 220.00	
PROJECT MANAGER	11	\$ 190.00	\$ 2,090.00	
SENIOR ENGINEER	17	\$ 210.00	\$ 3,570.00	
MID LEVEL ENGINEER	39	\$ 127.00	\$ 4,953.00	
SENIOR LANDSCAPE ARCHITECT	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITECT	0	\$ 95.00	\$ -	
ADMINISTRATIVE	3	\$ 75.00	\$ 225.00	
<b>TOTAL DIRECT LABOR</b>				
	71 Manhours		\$	11,058.00
<b>DIRECT COSTS (SPECIFY):</b>				
ITEM	UNIT COST	QUANTITY	TOTALS	
Mileage	\$ 0.67	0	\$	-
REPRODUCTION	\$ 150.00	0	\$	-
MAIL & DELIVERY	\$ 50.00	0	\$	-
TRAVEL	\$ -	0	\$	-
			\$	-
<b>Direct Cost Total</b>				\$ -
<b>SUBCONSULTANTS (LIST):</b>				
SUB CONSULTANT			TOTALS	
Geotech-Soil Survey			\$	-
Survey			\$	-
<b>Subconsultant Sub Total</b>				\$ -
<b>COST AMOUNT FOR PHASE</b>				\$ 11,058.00

[illegible]



## Phase 2 Summary

## Phase 2

## Preliminary Design

PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	2	\$ 220.00	\$ 440.00	
PROJECT MANAGER	28	\$ 190.00	\$ 5,320.00	
SENIOR ENGINEER	53	\$ 210.00	\$ 11,130.00	
MID LEVEL ENGINEER	117	\$ 127.00	\$ 14,859.00	
SENIOR LANDSCAPE ARCHITECT	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITECT	0	\$ 95.00	\$ -	
ADMINISTRATIVE	4	\$ 75.00	\$ 300.00	

TOTAL DIRECT LABOR	204 Manhours	\$	32,049.00
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**DIRECT COSTS (SPECIFY):**

ITEM	UNIT COST	QUANTITY	TOTALS
Mileage	\$ 0.67	125	\$ 83.75
REPRODUCTION	\$ 150.00	0	\$ -
MAIL & DELIVERY	\$ 50.00	0	\$ -
TRAVEL	\$ -	0	\$ -
			\$ -

Direct Cost Total	\$	83.75
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**SUBCONSULTANTS (LIST):**

SUB CONSULTANT			TOTALS
			\$ -

\$ -

Subconsultant Sub Total	\$	-
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COST AMOUNT FOR PHASE	\$	32,132.75
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[illegible]

### Phase 3 Summary

### Phase 3

## Final Design

<b>PERSONNEL</b>	<b>EST. HOURS</b>	<b>RATE/HR.</b>	<b>COST \$</b>	<b>TOTALS</b>
PRINCIPAL	1	\$ 220.00	\$ 220.00	
PROJECT MANAGER	12	\$ 190.00	\$ 2,280.00	
SENIOR ENGINEER	12	\$ 210.00	\$ 2,520.00	
MID LEVEL ENGINEER	41	\$ 127.00	\$ 5,207.00	
SENIOR LANDSCAPE ARCHITECT	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITECT	0	\$ 95.00	\$ -	
ADMINISTRATIVE	2	\$ 75.00	\$ 150.00	
<b>TOTAL DIRECT LABOR 68 Manhours \$ 10,377.00</b>				
<b>DIRECT COSTS (SPECIFY):</b>				
<b>ITEM</b>	<b>UNIT COST</b>	<b>QUANTITY</b>	<b>TOTALS</b>	
Mileage	\$ 0.67	0	\$ -	
REPRODUCTION	\$ 150.00	0	\$ -	
MAIL & DELIVERY	\$ 50.00	0	\$ -	
TRAVEL	\$ -	0	\$ -	
			\$ -	
<b>Direct Cost Total</b>			<b>\$ -</b>	
<b>SUBCONSULTANTS (LIST):</b>				
<b>SUB CONSULTANT</b>			<b>TOTALS</b>	
			\$ -	
<b>Subconsultant Sub Total</b>			<b>\$ -</b>	
<b>COST AMOUNT FOR PHASE</b>			<b>\$ 10,377.00</b>	



[illegible]

[illegible]

[illegible]



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** July 17, 2025

**Agenda Item Type:** Consent Agenda

**Staff Contact:** Mitch Bowman

### STAFF REPORT

#### AGENDA ITEM:

Consideration to Award the Public Works Utility Truck to the SouthTowne Chevrolet in the amount of \$60,457 for a Chevrolet 3500 with service body.

#### BACKGROUND:

The existing Ford Ranger truck was manufactured in 2003 with 162,918 miles. The maintenance supervisor noted this item as one needing to be replaced in FY26. It was placed as a budget line item in the FY 2026 General Fund - Equipment budget. The maintenance supervisor obtained 4 quotes, and the lowest quote was from SouthTowne Chevrolet at \$60,457. This quote was less than the state contract (99999-SPD-SPD0000218-0006 & 99999-SPD-SPD0000155-0003). The new truck is within our budget. The vehicle is a Chevrolet 3500 regular cab with service body. Lights and decals will be added to the vehicle once it has been received by the Town.



#### FUNDING:

2026 FY General Fund 100-40-54.2200.

#### STAFF RECOMMENDATION:

Staff requests awarding the Public Work Utility Truck purchase to SouthTowne Chevrolet in the total amount of \$60,475 for a Chevrolet 3500 with service body.

#### ATTACHMENTS:

Bids and bid tabulation form.

#### PREVIOUS DISCUSSIONS:

Budget meetings.



**Bid Tabulation**  
**2025 PW Utility Truck**  
**7/9/2025**

Company	Hendrick Chevrolet	SouthTowne Chevrolet	Hardy Automotive Fleet	Car Gurus	
		Newnan, GA	Gainesville, GA	Winder, GA	
Bid Price	\$ 61,279.00	\$ 60,457.00	\$ 86,886.94	\$ 65,393.00	

Bids Received by: Mitch Bowman

Bids Reviewed by: Scott Langford

Detail Report for Customer

HARDY CHEVROLET, INC.  
2115 BROWNS BRIDGE RD, GAINESVILLE, GA, 30501  
770-532-4389

Customer/Company:	Town of Tyrone	Fleet Sales Mgr: David Hornsby
Address:	undefined	



Vehicle #1: 2025 Chevrolet 3500HD Silverado	VIN/Order #	Bid Price	Stock #
	1GB3KSE70SF107840	\$64,396.00	29560
<b>Additional Vehicle Information</b>			

Body Style: CK31403-Reg 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

Option 11' **Knapheide Service Body** with hitch and camera  
 1SZ-Option Package Discount  
 1WT-Work Truck Preferred Equipment Group  
 4AA-Interior Trim, Jet Black  
 5A7-Spare Wheel, Delete  
 5N5-Rear Camera Kit for ZW9 Box Delete or Chassis Cab (SEO)  
 9J4-Bumper: Rear Delete  
 9L7-Upfitter / Accessory Electrical Switches  
 AKO-Glass, Deep Tinted  
 AQQ-Keyless Remote Entry  
 AXG-WINDOW REG DRVR DR POWER OPERATED, EXPRESS UP/DOWN  
 AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature  
 B0P-Production Week 32  
 B3P-Special Vehicle Sales  
 BG9-Floor Covering: Rubberized Vinyl, Black  
 Body Type Description-Service Truck  
 C49-Defogger, Rear Window, Electric  
 DD8-ISR Mirror, Electro-chromatic  
 DWI-Mirrors, O/S: Pwr Fold., Man. Ext., Heat, Turn Indicator  
 FE9-Federal Emissions  
 Fuel Type-Gasoline  
 G80-Auto Locking Differential, Rear  
 G9Y-GVW Rating 14,000 Lbs Dual Rear Wheels  
 GAZ-Summit White  
 GT4-Rear Axle: 3.73 Ratio  
 H2G-1WT-Vinyl, Jet Black, Interior Trim  
 IOR-Chevrolet Infotainment, 7" Color Screen  
 JL1-Integrated Trailer Brake Controller  
 K34-Cruise Control  
 K47-Heavy Duty Air Filter  
 KC4-Cooler, Engine Oil  
 KGU-Universal Vehicle Module  
 KI4-120 Volt Electrical Receptacle, In Cab  
 KNP-Transmission Cooling System  
 KW7-Alternator, 170 AMP  
 L8T-Engine: 6.6L, V-8, SIDI  
 MKM-10-Speed Automatic  
 N2N-Fuel Tank, Dual Front and Rear, 63.5 Gallon Total  
 NB5-Single Exhaust System  
 NQF-Transfer Case: w/ Rotary Dial Control, Electronic Shift  
 P03-Painted Wheel Trim Skins, Painted Center Caps  
 PCV-1WT Convenience 1 Package  
 PYW-Wheels: 17" Steel, Painted--Dual Rear Wheels  
 QZT-Tires: LT235/80 R17 All Terrain, Blackwall  
 SFW-Back-Up Alarm Calibration (SEO)  
 SLM-Sales Stock Orders  
 TQ5-Headlamps, Intellibeam  
 U01-Roof Marker Lamps  
 U12-Task Lighting on Exterior Mirror  
 UDU-Provisions: Rear View Camera  
 UE1-OnStar Communication System  
 UE4-Following Distance Indicator  
 UEU-Sensor, Forward Collision Alert  
 UHY-Automatic Emergency Braking  
 UKJ-Sensor, Front Pedestrian Braking  
 Upfit Model Description-Silverado 3500  
 V46-Bumper, Front, Chrome  
 V76-Recovery Hooks  
 VK3-Front License Plate Mounting Provisions  
 Z85-Suspension Package  
 ZL3-SALES PACKAGE CONVENIENCE  
 ZW9-Delete: Pick-Up Box

#### Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Community Development

**Meeting Date:** 07/17/2025

**Staff Contact:** Phillip Trocquet

**Agenda Section:** New Business

## Staff Report:

### Item Description:

Consideration to authorize the Mayor to execute a contract with Atlas Technical Consultants for Construction Material Testing Services for the Shamrock Park Pavilion Project.

### Background/History:

The Shamrock Park Pavilion project is underway with multiple moving parts and inspections necessary for thorough completion. Some basic building code inspections will be performed by SAFEbuilt while other more technical inspections must be performed by licensed structural and/or geotechnical engineers. These inspections include material stress testing for concrete, large trusses, beams, and other structural elements.

### Findings/Current Activity:

Current on-call contracts with civil and transportation engineering firms are unable to provide all services necessary for special inspection necessitating staff to pursue services from specialized firms. Atlas performs all of these services and also provided the town with the low quote for the necessary inspections.

Southtree is unable to provide these services as it poses a conflict of interest to code and material test their own work without third party oversight.

### Is this a budgeted item? YES If so, include budget line number: TECHNICAL SERVICES

The funds for these services will be coming from the Community Development budget for either building inspection services or technical services and is budgeted for this Fiscal Year.

### Actions/Options/Recommendations:

Staff recommends approval of the contract with Atlas Technical Consultants to perform Construction Material Inspections for the Shamrock Park Pavilion Project.





**Bid Tabulation**  
**17-Jul-25**  
**Material Testing Special Inspections**

Company	GeoHydro Engineers	Atlas Technical Consulting	Nova Engineers
Address	Lawrenceville	Roswell	Atlanta
Total Quote Price	\$22,862	\$16,216	No Response

Low Quote



3000 Northfield Place, Suite 1100  
Roswell, Georgia 30076  
(770) 752-9205 \* FAX (770) 752-0890

June 26, 2025



Community  
Development

Attention: Mr. Phillip Trocquet, AICP, CPM

**Subject: Proposal to Provide Construction Materials Testing Services, Best Management Practices (BMP) Inspections and Storm Water Testing**  
Shamrock Park Pavillion  
Tyrone, Georgia  
ATLAS Proposal Number 21482

Dear Mr. Trocquet:

Atlas Technical Consultants, LLC appreciates the opportunity to submit this proposal to provide services for the above referenced project. Our understanding of the project requirements is based on our discussions, our review of the structural plans and our past experience with similar projects. The following will present our understanding of the project, a recommended scope and an estimate of costs for our services.

### **QUALIFICATIONS and EXPERIENCE**

Atlas Technical Consultants, LLC is a geotechnical engineering and construction materials testing firm established in 1992. Over the last three years, we have provided services on more than 1200 projects that vary in size and complexity.

Atlas provides an up-to-date laboratory for testing of soils, concrete, asphalt, and other materials. Our laboratory is accredited by the American Association of State Highway and Transportation Officials (AASHTO) and The Corp of Engineers in the area of soils, aggregates, concrete, and asphalt. In addition, we are actively involved in the AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL) proficiency reference-sampling program for soil, Portland cement concrete, aggregates, and bituminous concrete materials.

Our field services are conducted by trained and experienced personnel. Our staff includes 10 registered engineers and geologists and 20 technicians. The technicians participate in on-going in-house training and refresher seminars and are certified by American Concrete Institute (ACI), the International Code Council (ICC) and /or National Institute for Certified Engineering Technologies (NICET).

**PROJECT INFORMATION**

It is our understanding that you are constructing a new pavilion at the existing Shamrock Park in Tyrone, Georgia. Minimal grading is required but the structure will be steel framed on shallow foundations.

No other details of the proposed construction were available at the time this proposal was prepared.

**SCOPE OF SERVICES**

Based on our understanding of the project, we expect that our scope of work will include Construction Materials Testing, BMP Inspections and Storm Water sampling in the following areas:

**Construction Materials Testing Services:****A. Earthwork Observation and Testing**

1. Observe proofrolling and approve subgrade prior of the placement of fill.
2. Perform compaction testing on fill and backfill material, as required
3. Laboratory tests to include proctor tests.

**B. Foundation Construction**

1. Evaluate foundation subgrades and confirm the design bearing pressure is available.

**C. Concrete Placement**

1. Perform reinforcing steel inspections.
2. Perform necessary on-site slump tests during concrete pours.
3. Monitor concrete temperature and mixing time.
4. Mold one set of five (5) cylinders for each 100 CY or fraction thereof of concrete \
5. Transport cylinders to the lab after 24 hours, store per ASTM requirements, then test 1 specimen at 7 days, 2 specimens at 28 days and 1 specimen at 56 days for compressive strength.

**D. Structural Steel/Framing Erection**

1. Visual inspection of welded and bolted connections.
2. Fabricator inspection is not included.

**Storm Water Sampling/Testing and Best Management Practice Inspections:****I. Inspection of Best Management Practices (BMPs)**

- A. Initial Inspection of all S&EC devices per the approved plan. The Designer of Record should accompany inspector during initial inspection.
- B. Perform weekly inspections of all S&EC devices (price as an alternate).
- C. Perform inspections within 24 hours following a qualifying rainfall event.

## II. Collection and Testing of Surface Water Runoff

- A. Collect and test surface water runoff as required by the NPDES Permit.
- B. Prepare letter reports summarizing rainfall-sampling data for qualifying events.

The contractor's representative will be responsible for notifying our office of the occurrence of the specified rainfall event. We have also assumed that the contractor or others will be responsible for performing all daily BMP inspections. We have included only the two EPD mandated sampling events will be required during your construction schedule.

## COST ESTIMATE

Based on this scope, our anticipated budget for construction materials testing services is **\$16,216.00** and an additional \$1,025/month for NPDES services should you need them. Our detailed cost estimate for services are presented in our attached Exhibit A.

We have estimated the length of various parts of the work and the number of inspection trips that we anticipate will be needed. However, the actual length of various parts of the work and the number trips requested will generally be out of our control. Our services will be provided on a unit rate basis in accordance with the attached Unit Rate Fee Schedule. The cost for our services will depend on the number of trips needed to perform the required testing and your proposed schedule.

## CLOSURE

If this proposal is acceptable, please execute and return one copy of the enclosed proposal, which will serve as our formal authorization to proceed. Thank you for considering Atlas Technical Consultants, LLC for your geotechnical and construction materials testing services. We appreciate the opportunity to work with you and look forward to assisting you on this project. Should you have any questions concerning this proposal, please do not hesitate to contact the undersigned.

Sincerely,  
**Atlas Technical Consultants, LLC**



Martin M. Maldonado, P.E.  
Georgia CMT & Geotechnical Manager

**EXHIBIT A****COST ESTIMATE**

CONSTRUCTION MATERIALS TESTING and SPECIAL INSPECTION SERVICES  
SHAMROCK PARK PAVILLION, TYRONE GA

ATLAS PROPOSAL NO. 21482

Date: June 26, 2025

Prepared By: M.Maldonado

ACTIVITY	UNIT RATE	COMMENTS	UNITS ESTIMATED	COST ESTIMATED
<b>EARTHWORK &amp; SITE UTILITY CONSTRUCTION</b>				
Staff Engineer: Subgrade Evaluation (includes Wall Subgrades Included)	\$98.00 /HR	Estimate 2 trips @ 3.5 hrs/trip	7	\$686.00
Senior Engineering Technician; Mass Grading	\$68.00 /HR	Assume 40 hrs	40	\$2,720.00
Standard Proctor	\$150.00 ea		1	\$150.00
Mileage, per trip	\$70.00 /trip		8	\$560.00
			<b>SUBTOTAL</b>	<b>\$4,116.00</b>
<b>FOUNDATION AND SLAB EVALUATIONS</b>				
Staff Engineer: Footing Inspections	\$98.00 /HR	Assume 4 trips at 3hrs/trip	12	\$1,176.00
Staff Engineer: Slab Inspections	\$98.00 /HR	Assume 1 trips at 3hrs/trip	3	\$294.00
Mileage, per trip	\$70.00 /trip		5	\$350.00
			<b>SUBTOTAL</b>	<b>\$1,820.00</b>
<b>CONCRETE AND MASONRY TESTING</b>				
Concrete Special Inspector; Reinforcing Steel Inspections	\$70.00 /HR	Assume additional 2 trips	7	\$490.00
Technician/Inspector; Concrete Sampling & Testing - Ftgs	\$65.00 /HR	Assume 4 pours @ 4 hours/pour	16	\$1,040.00
Technician/Inspector; Concrete Sampling & Testing - Slab	\$65.00 /HR	Assume 1 pours @ 8 hours/pour	8	\$520.00
Technician/Inspector; Concrete Sampling & Testing - Misc	\$65.00 /HR	Assume 2 pours @ 4 hours/pour	8	\$520.00
Engineering Technician; Pick-up Concrete Cylinders	\$65.00 /HR	Assume additional 7 trips	19	\$1,235.00
Compressive Strength Test Cylinders (5/set, every 100 cy)	\$18.00 ea	Assume 10 sets of 5 cylinders/set	50	\$900.00
Mileage, per trip	\$70.00 /trip		16	\$1,120.00
			<b>SUBTOTAL</b>	<b>\$5,825.00</b>
<b>Structural Steel and Precast</b>				
Framing Inspector	\$100.00 /HR	Assume 16 Hours	16	\$1,600.00
Mileage, per trip	\$70.00 /trip		4	\$280.00
			<b>SUBTOTAL</b>	<b>\$1,880.00</b>
<b>Project Management</b>				
Project Engineer; Project Management	\$125.00 /HR		15	\$1,875.00
Senior Registered Engineer; Project Management	\$175.00 /HR		4	\$700.00
			<b>SUBTOTAL</b>	<b>\$2,575.00</b>
<b>TOTAL BUDGET ESTIMATE</b>				<b>\$16,216.00</b>

**CONSTRUCTION TESTING SERVICES  
Unit Rate Fee Schedule**

PROJECT NAME: Shamrock Park Pavillion

LOCATION: Tyrone, Georgia

DATE: June 26, 2025

PROPOSAL NUMBER: 21482

**I. ENGINEERING AND TECHNICIAN SERVICES**

A. Senior Registered Engineer, per hour	\$ 175.00
B. Project Engineer, per hour	\$ 125.00
C. Staff Engineer, per hour	\$ 98.00
D. Engineering Aide, per hour*	\$ 85.00
E. Masonry or Concrete Special Inspector, per hour*	\$ 70.00
F. Senior Engineering Technician, per hour*	\$ 68.00
G. Engineering Technician, per hour*	\$ 65.00
H. Erosion Control "Certified Person", per hour*	\$ 65.00
I. Structural Steel Inspector – Visual Method, per hour*	\$ 90.00
J. Mileage, per trip	\$ 70.00
K. Other Expenses	actual cost + 15%

\* Overtime rate is 1.5 times standard rate, for over 8 hours per day, before 6:00 am or after 6:00 pm, holidays, and weekends. All charges are portal-to-portal from our Alpharetta office. A four hour minimum may apply.

**II. LABORATORY TESTING SERVICES**

**SOIL**

A. Standard Proctor Compaction Test (ASTM D 698)	
Method A & B, each	\$ 150.00
Method C, each	\$ 150.00
B. Modified Proctor Compaction Test (ASTM D 1557)	
Method A & B, each	\$150.00
Method C, each	\$160.00
C. Proctor Check Point, each	\$ 25.00
D. Atterberg Limits (ASTM D 4318), each	\$ 60.00
E. Shrinkage Limits (ASTM D 427), each	\$ 60.00
F. Specific Gravity (ASTM D 854), each	\$ 50.00
G. Sieve Analysis (ASTM D 422), each	\$ 55.00
H. Hydrometer with Sieve Analysis (ASTM D 422), each	\$ 80.00
I. Moisture Content (ASTM D 2216), each	\$ 10.00

## **AGGREGATES**

A. Aggregate Gradation (ASTM C 136), coarse aggregate, each	\$ 75.00
B. Aggregate Gradation (ASTM C 136), fine aggregate, each	\$ 60.00
C. Gradation of Graded Aggregate Base, each	\$ 85.00
D. Absorption, (ASTM C 127, 128), each	\$ 50.00
E. Organic Impurities (ASTM C 40), each	\$ 60.00
F. Specific Gravity (ASTM C 127 & 128), each	\$ 50.00
G. Abrasion "Los Angeles" (ASTM C 131), each	\$150.00
H. Sulfate Soundness, Magnesium or Sodium (ASTM C 88), each	\$150.00

## **CONCRETE**

A. Compressive Strength Test, cylinders (ASTM C 39), each	\$ 18.00
B. Compressive Strength Test, cubes (ASTM C 109), each	\$ 20.00
C. Compressive Strength Test, prisms (ASTM C 1019), each	\$ 25.00
D. Compressive Strength Test, cores (ASTM C 42), each	\$ 25.00
E. Splitting Tensile Test (ASTM C 496), each	\$ 28.00
F. Beams, Flexural Strength (ASTM D 78), each	\$ 30.00
G. Modulus of Elasticity, per cylinder, each	\$ 65.00
H. Compressive Strength Mix Design Verification, normal weight (ASTM C 192), each	\$250.00
I. Compressive Strength Mix Design Verification, lightweight (ASTM C 192), each	\$300.00
J. Cylinder Cutting, per cylinder	\$10.00
K. Floor Flatness and Levelness Testing (Dipstick), per square foot, includes field testing and written report (\$300.00 minimum)	\$0.05

## **ASPHALTIC CONCRETE**

A. Extraction and Gradation (ASTM D 2172 and C 136), each	\$155.00
B. Marshall Stability and Density, 3 pills per test, (ASTM D 1559), each	\$155.00
C. Reheat and Compact Sample, each	\$ 60.00
D. Core Density, each (ASTM D 2726), each	\$ 25.00

## **FIREPROOFING**

A. Density of Sprayed On Fire-Resistive Material (ASTM E 605), each	\$ 30.00
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ATLAS  
CLIENT SERVICES AGREEMENT

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Town of Tyrone its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at \_\_\_\_\_ and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at \_\_\_\_\_.

**Whereas**, CLIENT intends to employ ATLAS to provide [type of work to be performed + project name/location + proposal number] (hereinafter referred to as "Services");

**Whereas**, ATLAS desires to contract with CLIENT and perform such Services and CLIENT desires to accept such Services;

**Now, therefore**, in consideration of the terms and conditions hereinafter set forth, the parties mutually agree as follows:

**DESIGNATED REPRESENTATIVES** Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

**ATLAS:** Martin M. Maldonado, PE

**CLIENT:** \_\_\_\_\_

**PROPOSAL NUMBER/DATE:** 21482 Dated June 26, 2025

**1. SERVICES TO BE PERFORMED** ATLAS shall perform the Services as described in the Proposal referenced above, and incorporated into this Agreement by reference. The Proposal describes the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services, when CLIENT indicates its acceptance by signing this Agreement or, if not practical because of timing or other constraints, by e-mail to ATLAS. The Proposal, this Agreement and any attachments pertaining thereto shall comprise the Contract Document.

**2. ADDITIONAL SERVICES** If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.

**3. COMPENSATION** CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees ~~or a "not to exceed" limitation~~ is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party.



ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated from the date of the invoice until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date. CLIENT will indemnify ATLAS for all claims concerning the suspension of work for nonpayment regardless of whether the claims are made by the CLIENT, someone claiming through the CLIENT, or by a third party. CLIENT agrees to pay ATLAS's attorney's fees, and all other costs incurred in collecting past due amounts.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which cannot be resolved within ~~fourteen (14)~~ thirty (30) days by direct negotiation between the parties shall be resolved in litigated in a court of competent jurisdiction in Fayette County, Georgia or the Northern District Court of Georgia under the laws of the State of Georgia, accordance with the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

**4. PREVAILING WAGE** It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.

**5. EXPENSES** Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.

**6. INSURANCE** ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

- |    |   |             |
|----|---|-------------|
| a. | Workers' Compensation (statutory)             |             |
|    | Employer's Liability                          |             |
|    | Each accident                                 | \$1,000,000 |
|    | Disease – Each Employee                       | \$1,000,000 |
|    | Disease – Policy Limit                        | \$1,000,000 |
| b. | Commercial General Liability                  |             |
|    | Each Occurrence                               | \$1,000,000 |
|    | Personal and Advertising Injury               | \$1,000,000 |
|    | General Aggregate                             | \$2,000,000 |
|    | Products and Completed Operations Aggregate   | \$2,000,000 |
| c. | Commercial Automobile Liability               |             |
|    | Combined Single Limit                         | \$1,000,000 |
| d. | Errors and Omissions / Professional Liability |             |
|    | Each Claim                                    | \$1,000,000 |
|    | Annual Aggregate                              | \$1,000,000 |
| e. | Contractor's Pollution Liability              |             |
|    | Each Claim                                    | \$1,000,000 |
|    | Annual Aggregate                              | \$1,000,000 |

**7. OBLIGATIONS OF CLIENT** CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS

commencement of the Services, and during the work, of any hazardous conditions on or about the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order. CLIENT shall be solely responsible for and shall indemnify and hold harmless ATLAS for any costs, expenses or damages incurred by ATLAS due to CLIENT's failure to follow applicable reporting and governmental requirements. CLIENT will not hold ATLAS liable if ATLAS's recommendations are not followed and expressly waives any claim against ATLAS, and agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for injury or loss that results from failure to properly implement ATLAS's recommendations.

**8. STANDARD OF CARE** ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its employees or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition precedent to any claim for damages.

**9. LIMITATIONS OF METHOD RELIABILITY** The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.

**10. CONTROL OF WORK AND JOB-SITE SAFETY** ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their responsibilities to perform the work.

**11. TEST AND SAMPLING LOCATIONS** Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ~~ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.~~

**12. INTERPRETATION OF DATA** ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may

make certain inferences based upon the information derived from these observations, sample, and formulate professional opinions regarding conditions in other areas.

**13. THIRD PARTY INFORMATION** ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

**14. SITE ACCESS** CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. CLIENT acknowledges that due to the nature of some Services unavoidable damage may occur. CLIENT waives its right of recovery for such unavoidable damage, and if CLIENT is not the owner of the Site, CLIENT agrees to indemnify and defend ATLAS against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Proposal or caused by the negligent or willful misconduct of ALTAS, ATLAS is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

**15. ENGINEERING AND CONSTRUCTION SERVICES** If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

**16. OPINIONS OF COSTS** ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost, and CLIENT agrees it will not hold ATLAS liable for any variances between actual and estimated quantities, and further agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for any such increased costs.

**17. UTILITIES** Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates. CLIENT shall indemnify, defend and hold harmless ATLAS from and against any claims, losses or damages incurred or asserted against ATLAS related to the CLIENT's or a third party's failure to mark, protect or advise ATLAS of underground structures or utilities.

**18. ROOF CUTS** Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. ~~If a roofing contractor or maintenance personnel selected by CLIENT shall be is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.~~

**19. SAMPLES AND EQUIPMENT** Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

~~All laboratory and field equipment contaminated during ATLAS's Services that cannot readily and adequately be cleaned~~

~~of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise specified in the Proposal.~~

**20. HAZARDOUS CONDITIONS OR SUBSTANCES** The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect the results of the Services, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

To the extent that the claim does not arise from the negligent or willful misconduct of ATLAS, CLIENT agrees to defend, indemnify and hold harmless ATLAS against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATLAS acting as CLIENT's agent to sign waste manifests, allegations that ATLAS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and CLIENT's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

**21. RIGHT TO STOP WORK** If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS' reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work. Should such suspension occur, ATLAS shall notify Client, in writing, of the circumstance causing the suspension within twenty four (24) hours of the suspension.

**22. ATLAS AND CLIENT INDEMNIFICATION** To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT its affiliates, officers, employees and agents against claims, demands, and lawsuits to the extent arising out of or caused by ATLAS breach of this Agreement or the negligence or willful misconduct of ATLAS or other contractors retained by ATLAS in connection with activities conducted in the performance of the Services. in connection with activities conducted in the performance of the Services. ATLAS agrees that all indemnifications granted to CLIENT shall also be granted to those subcontractors retained by CLIENT for the performance of the Services.

To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless ATLAS, its affiliates, shareholders, directors, officers, employees and agents, from and against claims, demands, and lawsuits, to the extent arising out of or caused by CLIENT's breach of this Agreement or the negligence or willful misconduct of the CLIENT or other contractors retained by CLIENT in connection with activities conducted in the performance of the Services. CLIENT agrees that all indemnifications granted to ATLAS shall also be granted to those subcontractors retained by ATLAS for the performance of the Services.

**23. LIMIT OF LIABILITY** ATLAS' total liability for all claims or causes of action arising under this agreement of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed Fifty Thousand Dollars (\$50,000) or ATLAS's total fee for the Services rendered under this Agreement, whichever is greater.

**24. CONSEQUENTIAL DAMAGES** In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether it shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

**25. WARRANTY** ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

**26. DOCUMENTS** Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the

right, but not the obligation, to retain copies of all such materials.

**27. RELIANCE** Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use

or reliance beyond the scope or purpose for which they were originally prepared. No third party shall use or disseminate any of the documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third party.

**28. CONFIDENTIALITY** ATLAS shall treat as confidential all business or technical information furnished by CLIENT which CLIENT identifies as being confidential in writing. ATLAS shall only utilize or disclose such Confidential Information for the purpose of providing the Services contemplated under this Agreement. ATLAS shall not otherwise disclose or permit access to Confidential Information to any third party without the consent of CLIENT. ATLAS's employees, officers, agents, and subcontractors shall also be bound to these same obligations. ATLAS's obligations under this Section shall not apply to Confidential Information that is: (i) already in the public domain; (ii) developed independently by ATLAS; (iii) received by ATLAS on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) is required to be disclosed by law or applicable court order, but only after actual prior written notice has been received by CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

**29. THIRD-PARTY CLAIMS** CLIENT agrees to pay ATLAS 's costs (including reasonable attorney's fees) for defending ATLAS against any claims that a third party or a regulatory agency asserts against ATLAS related to the Services that were provided to CLIENT. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to CLIENT by ATLAS.

**30. SUBPOENAS** The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena, but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.

**31. TERMINATION OF CONTRACT** This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date ~~plus reasonable termination and suspension expenses.~~

**32. ASSIGNMENT** Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

**33. FORCE MAJEURE** Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

**34. NOTICES** All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; (iv) email; or (v) hand- delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement , unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

**35. DISPUTE RESOLUTION** In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be ~~submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.~~ litigated in a court of competent jurisdiction in Fayette County, Georgia or the Northern District Court of Georgia under the laws of the State of Georgia.

**36. GENERAL PROVISIONS** The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the~~State of~~ state in which the Site is locatedstate of Georgia. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within Fayette County or the Northern District Court of Georgia~~the state and county of the Site~~.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character. ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

**37. COUNTERPARTS; ~~ELECTRONIC SIGNATURES~~**—This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement that is delivered by facsimile, email or other electronic means will be deemed to have the same legal effect as delivery of an executed original copy of this Agreement.~~Electronic signatures shall be deemed original signatures for purposes of this Agreement, with such electronic signatures having the same legal effect as original signatures when affixed to this Agreement.~~

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first above written.

<b>ATLAS TECHNICAL CONSULTANTS LLC:</b>	<b>CLIENT:</b>
	(Person authorized to execute contracts)
<b>BY:</b> _____	<b>BY:</b> _____
<b>PRINTED NAME:</b> _____	<b>PRINTED NAME:</b> _____
<b>TITLE:</b> _____	<b>TITLE:</b> _____
<b>DATE:</b> _____	<b>DATE:</b> _____

_____	<b>ATTEST:</b>
_____	
_____	<b>TOWN CLERK</b>
<b>(TOWN SEAL)</b>	





## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** July 17, 2025

**Agenda Item Type:** New Business

**Staff Contact:** Dee Baker, Town Clerk

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### STAFF REPORT

**AGENDA ITEM:**

Consideration to approve the alcohol license fee for an off-premises catering license.

**BACKGROUND:**

Council approved an ordinance for off-premises alcohol licenses at a previous meeting. As part of the alcohol license process a fee has been determined for the off-premises license.

**FUNDING:**

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**STAFF RECOMMENDATION:**

Staff recommends approval of the off-premises catering license fee.

**ATTACHMENTS:**

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**PREVIOUS DISCUSSIONS:**

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# Alcoholic Beverage License Application Process & Fees

Section IX, Item 7.

Thank you for being part of the Town of Tyrone business community. We welcome the opportunity to assist you in obtaining an Alcoholic Beverage License. The following are some important reminders to help you efficiently apply for

## Applicant & Application Process

- **Applicant:**
  - Must be at least **21** years of age
  - Must be a **citizen** of the United States **or** a **permanent resident** alien.
  - Must be a **resident of the State of Georgia** as the License Representative.
- Once your application is **complete** and all **fees are paid** (administrative, investigative, and permit), it will be **advertised in the legal organ once per week for two weeks** before being heard by the **Town Council**.
- **Public Hearings** are held on the **first Thursday of each month**.
- **Town-issued signs** (\$25 ea.) must be posted at the proposed location **two (2) weeks before** the hearing.

In **addition** to this Town application, you are also required to **apply with the Georgia Department of Revenue** at: <https://dor.georgia.gov/centralized-alcohol-licensing>

## Tax Reporting

Taxes are due on or before the 10th of each month. You are responsible for the timely submittal of your excise taxes. Taxes are due from both wholesalers and retailers. Failure to timely submit excise taxes will result in late fees being assessed against remitter. Penalties for noncompliance include fines and possible revocation of license. Reporting must be sent in for all alcoholic beverages purchased from wholesalers.

## Annual License Fees:

Retail Consumption Dealer (distilled spirits, malt beverages & wine)	\$5,000
Retail Consumption Dealer – Private Club (malt beverages & wine)	\$2,300
Retail Consumption Dealer (malt beverages & wine)	\$1,800
*Off-Premises Catering (follows retail consumption license)	\$500
Commercial Manufacture (distilled spirits)	\$1,200
Retail Package Dealer – s.f. greater than 4,000 (malt beverages & wine)	\$1,000
Commercial Manufacture (malt beverage & wine)	\$500
Retail Package Dealer – s.f. less than 4,000 (malt beverages & wine)	\$400
Wholesale Dealer (malt beverages & wine)	\$200
Transfer Fee	\$100

- *May only be obtained in conjunction with a Retail Consumption Dealer License*

## Renewals

All licenses shall expire on December 31st of the year of issue. The Town Clerk or his/her representative will notify license holder on or before November 1st.



# Alcoholic Beverage License Checklist

Section IX, Item 7.

A Complete Application will have the following Forms and Supporting Documentations: In conjunction with the Town's application process you must apply to the Georgia Department of Revenue:

<https://dor.georgia.gov/centralized-alcohol-licensing>

\_\_\_\_ **1. Application Form and Fee** - \$350 non-refundable processing and investigation fee. Such fee shall cover costs of investigating the license applicant and shall be credited against the first annual license fee upon grant of a license.

\_\_\_\_ **2. Survey** - A certificate from a Georgia registered land surveyor showing a scale drawing of the location shall be measured from the closest point of the licensed premises showing concentric distances of 250', 300', and/or 600' based on section 4-80 of the Tyrone's code of ordinances regarding distance requirements. A summary sheet of such distances is included in this application.

\_\_\_\_ **3. Deed or Lease** - A copy of a deed; showing the applicant to be the owner of the premises for which the license is sought or a copy of a lease showing any interest the owner of the premises has in the business for which the license is sought.

\_\_\_\_ **4. Notarized Affidavit and Criminal History Investigation Form** - Applicants can not, within five (5) years prior to the date of the application, been convicted of or entered a plea of guilty or nolo contendere to any felony, misdemeanor, or other charge relating to the sale, manufacture, distribution, taxability, possession or use of alcoholic beverages or illegal drugs including the offense of driving a motor vehicle under the influence of alcohol or drugs; and has not entered a plea or been convicted of a felony or a misdemeanor of a crime opposed to decency and morality. Applicants must read and understand the Town of Tyrone's Ordinance, regarding the rules and regulations of the sale of alcoholic beverages. The Chief of Police's signature of approval required.

\_\_\_\_ **5. Licensee and License Representative** - If the Licensee is not a resident of the State of Georgia, the Licensee must designate a License Representative who shall be a resident of the State and a manager of the business who is on the premises on a regular basis. Must be 21 years of age or older.

\_\_\_\_ **6. Out-of-State Background Investigation** - If the Licensee or the License Representative has not been a resident of the State of Georgia for at least 5 years, then they must provide a certified copy of a driver history and criminal background investigation conducted by a law enforcement agency in their previous state or states of residence. The background report must include all arrests and convictions for misdemeanors, felonies and local ordinances. This report must be sent directly from the investigating agency to: Town of Tyrone, Police Chief, Tyrone Police Department, 945 Senoia Road, Tyrone, GA 30290



# Alcoholic Beverage License Affidavit & Consent Form

Section IX, Item 7.

## AFFIDAVIT AND CRIMINAL HISTORY CONSENT FORM FOR THE TOWN OF TYRONE ALCOHOLIC BEVERAGE LICENSE APPLICATION

I, \_\_\_\_\_ (Print full name), swear that I am at least 21 years of age and I am competent to provide this affidavit.

My address is; \_\_\_\_\_. I have resided at this address for \_\_\_\_\_ years and \_\_\_\_\_ months.

My previous addresses for the last 10 years are as follows (attach separate sheet as necessary):

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

Social Security # \_\_\_\_\_ Drivers License/State \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Race: \_\_\_\_\_ Sex: \_\_\_\_\_

I **have/have not** within 5 years prior to this application, been convicted of, (or entered a plea of nolo contendere to) any felony or misdemeanor relating to the sale/use of alcoholic beverages or illegal drugs.

I **have/have not ever** been arrested for a crime. If so, details below and the disposition of the arrest are listed below. I understand that failure to disclose any arrest (including DUI's) may result in the denial of the application.

I **have/have not** ever had beneficial interest in any other alcoholic beverage business in this or any other state in which the alcohol license was denied, revoked, or other disciplinary action taken. (**Beneficial interest here means when a person holds the license in his/her own name or when he/she has legal, equitable, or other ownership interest in, or has any legally enforceable interest or financial interest, or derives any economic benefit from, or has control over a business.**) If so, please describe in detail. Attach a separate sheet if necessary:

\_\_\_\_\_

I **am/am not** the applicant for License Representative. If so, I swear I am a manager of the business who is on the premises on a regular basis and that I am a resident of the state of Georgia.

I have read the Town of Tyrone's Ordinance regarding the sale of alcoholic beverages and I understand and will comply with rules and regulations. I hereby authorize the Town of Tyrone to request and receive any criminal history information pertaining to me, including driving records, which may be in the files of any state or local criminal justice agency. I solemnly swear subject to criminal penalties for faults swearing that the statements and answers made by me to the foregoing questions in this application for Town license for the sale of alcoholic beverages are true, and no faults or fraudulent statement or answer is made herein to procure the granting of such license.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I do hereby certify that the foregoing applicant is personally known to me, that he/she signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein, under oath has sworn that said statements and answers are true.

[SEAL]

Notary Public: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Chief of Police Approval: \_\_\_\_\_ date \_\_\_\_\_



# Alcoholic Beverage License Application

Section IX, Item 7.

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name:		Business Location:			
Nature of Business:		Mailing Address:		Business Phone Number:	
Name of Licensee:		Home Address:		Home Phone Number:	
Name of Licensee Representative:		Home Address:		Home Phone Number:	
Please indicate type of licenses applying for:					
Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
<input type="checkbox"/>	Malt Beverage & Wine	<input type="checkbox"/>	Malt Beverage & Wine	<input type="checkbox"/>	Malt Beverage & Wine
<input type="checkbox"/>	Distilled Spirits	<input type="checkbox"/>	Distilled Spirits	<input type="checkbox"/>	Distilled Spirits
<input type="checkbox"/>	Off-Premises Catering	<input type="checkbox"/>	-----	<input type="checkbox"/>	-----
Please Indicate type of business:					
<input type="checkbox"/>	Sole Ownership List owner information below	<input type="checkbox"/>	Partnership List information below for all general partners	<input type="checkbox"/>	Close Corporation List information below for all officers, directors, and stockholders
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	Corporation List registered agent for service of process below
NAME		ADDRESS		PHONE NUMBER (Home and Business)	