



TOWN COUNCIL MEETING

March 16, 2023 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

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

1. Approval of the March 2, 2023 minutes.

2. Approval of a contract from More Than Moonwalks for the April 21, 2023 Spring Market event at Shamrock Park.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

3. Consideration to adopt changes to the Town's Code of Ordinances Sections 6-1 and 6-9 to include provisions regulating the restraint (tethering) of animals within the Town limits. - **Brandon Perkins, Town Manager**

4. Consideration to award project PW-2023-01, the 2023 Roadway Resurfacing project to Piedmont Paving Incorporated. **Scott Langford, Town Engineer / Public Works Director**

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

XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

TYRONE TOWN COUNCIL MEETING

MINUTES

March 02, 2023 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Sandy Beach, Finance Manager

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

Eric Keller who lives on Farr Lake Drive approached Council with a Disc Golf presentation for the wooded property at Handley Park. He explained that disc golf was a sport that was similar to golf with a basket and people of all ages and skill levels could play. It was a year-round sport and there were only four 18-hole courses within a 25-mile radius, two were in Douglasville, one in Fayetteville, and one in Sharpsburg.

Mr. Keller shared several statistics. As of 2022, there were 14,048 courses worldwide, over 9,000 courses in the United States, and 4.3 courses were installed every day. That number totaled 1,570 courses in 2022 alone. Mr. Keller then explained the benefits of having a course located in Tyrone. The courses were relatively inexpensive to install and were affordable to play, they attract new people to the park systems, and support new businesses. Disc golf has one of the highest returns on investment activities to a park and recreation facility. It was a type of exercise, which lowers stress, assists with weight loss, and increased energy levels. He added that it was also a way to meet new friends. He then introduced his friend Chris Marosy, who he met playing the sport.

Mr. Marosy, also a Tyrone resident and business owner spoke next. He stated that he had played disc golf his entire life, it was a clean sport and suited all ages. The location in mind for the course was convenient, with obstacles. He shared that disc golf required no fertilizers and the watershed would be preserved. He stated that the park was currently being managed by baseball and soccer. He stated that Mr. Trocquet, the Town Planner shared with him a plan for a walking trail on that property. He added that Fayetteville incorporated a walking trail alongside the disc golf course. He stated that no injuries had occurred and the design

personnel would assure safety. Mr. Marosy also added that he had spoken with Mr. Perkins, and Ms. Linda Owens the Town's Recreation Manager.

Mr. Marosy stated that the land was available for a walking trail and asked, why not integrate both projects. This would create a destination that parents could utilize during baseball and soccer practice.

Mr. Marosy shared his concerns regarding deciduous trees. He added that pine trees were placed around the park during construction for the purpose of erosion control. A good course design would allow the bigger oaks, elms, and maples to blossom. He compelled Council to activate that space for the course and asked to be placed on a future agenda for further discussions regarding the establishment of the course.

Mr. Steve Castlen who lives on Castlewood Road spoke next regarding the Castle Lake dam project. He inserted that his wife was an avid pickleball player and thanked Council for the new construction of the Town's future pickleball courts. He informed Council that they had submitted all plans and engineering studies twice, costing a total of \$150,000. He stated that a confirmed rumor was that the plans were approved. He added that the group had \$260,000 in the bank allotted for the project, with \$30,000 outstanding in dues. He shared that his hope was to have the project completed by the years' end. He thanked Council and the Town for partnering with the grant application, God bless everyone. He currently did not know the status of the grant. However, the Environmental Protection Safe Dams Program recommended approval. He humbly thanked Council for their assistance with the project. Mayor Dial thanked Mr. Castlen and everyone that worked on the project. He added that Mr. Castlen's group made it possible to work with Council, and they handled themselves very well.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

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

1. Approval of February 16, 2023 Council minutes.
2. Approval of the 2023 Baseball and Soccer facility agreements.

A motion was made to approve the consent agenda.

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

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

3. Consideration to Award project number PW-2023-01 Pendleton Trail Culverts Replacement to S H Creel Contracting. **Scott Langford, Town Engineer / Public Works Director**

Mr. Perkins presented for Mr. Langford. He informed Council that the 2017 SPLOST projects included the replacement of three corrugated metal pipes near 475 Pendleton Trail. It was located near the first entrance, approximately 100 yards in, and three corrugated pipes were at end of life. The bidding process was closed on February 16th. The low bidder was S H Creel Contracting at \$310,074.53. He believed the project was budgeted for \$350,000. He added that the estimated completion would be Summer 2023. It should allow for the project to be completed prior to the start of the Pendleton Dam project.

Mr. Perkins recommended that Council to Award project number PW-2023-01 Pendleton Trail Culverts Replacement to S H Creel Contracting for the price of \$310,074.53 from SPLOST funding. He added that due to the differences in the bids, the Town's engineering firm accessed the bids and also recommended SH Creel for the project.

Council Member Furr inquired where S H Creel was located. Mayor Dial after searching stated that they were located in Powder Springs. Council Member Campbell inquired about land acquisition. Mr. Perkins stated that approval would be contingent upon legal counsel review and land acquisition. Mr. Davenport shared that there were minor permanent easements needed to support the infrastructure of the culverts.

A motion was made to approve project number PW-2023-01 Pendleton Trail Culverts Replacement to S.H. Creel Contracting for the price of \$310,074.53 upon Legal Counsel review and land acquisition.

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

4. Consideration to approve the Road Design and Resurfacing Disclosure and Confirmation of Informed Consent Form. **Dennis Davenport, Town Attorney**

Mr. Davenport explained that when Tyrone and Fayette County entered into an intergovernmental agreement it was his firm's duty to inform everyone of the potential for conflict. His firm represented both the county and the town. He believed that his firm could represent both parties with minimum to no risk. The purpose of the consent form was to inform Council of the potential which had been reviewed and was part of the following agenda item.

A motion was made to approve the Road Design and Resurfacing Disclosure and Confirmation of Informed Consent Form.

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

5. Consideration to enter into an Intergovernmental Agreement (IGA) with Fayette County for the Town's Dogwood Trail paving project that is part of the County Project FA-1006. **Scott Langford, Town Engineer / Public Works Director**

Mr. Perkins stated that Fayette County applied and awarded funding for Fayette County Project FA-1006 through the Surface Transportation Block Grant Program by ARC and GDOT. The County Project FA-1006 included a portion of the Town of Tyrone's Dogwood Trail (Farr Rd to Senoia Rd - 1.1 miles). He added, that section of Dogwood Trail was eligible for inclusion because it met the GDOT Functional Classification (minor collector) and had pavement condition indexes ranging from 28 to 64 and averaging 55. In FY 21, preconstruction engineering (PE) funding was authorized, and construction (CST) funding is anticipated in FY 24 and beyond.

He stated that the Town had established the scope of work along with preconstruction engineering and construction cost estimates. The Federal Aid grant pays 80% of the eligible costs. The Town would have to pay 20% of the PE and CST costs covered by Federal Aid, and 100% of the cost not covered by Federal Aid. In Exhibit A, the anticipated cost was shown Dogwood Trail along with the anticipated Federal Aid and Local Match.

Mr. Perkins stated that staff recommended approval and stated that the estimated cost was \$137,919.44.

A motion was made to enter into the intergovernmental agreement with Fayette County for County Project FA-1006 that includes Dogwood Trail as depicted in Exhibit A.

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

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

XII. STAFF COMMENTS

Mr. Perkins asked for Council's direction regarding the disc golf course. Mr. Keller had come to the Town twice and had also spoken with him and Mr. Trocquet. He did not wish for Mr. Keller to continue if Council did not want to move further. Also, by moving further, it would cost in staff time.

Council Member Hill inquired about options for the course size. Mr. Marosy stated that the better option for attraction would be an 18-hole course.

She then asked if it would compare to Wendell Coffee's golf course. Mr. Keller stated that the area was not as large and that disc courses utilized less space. Mr. Marosy explained that there were 300-yard pars and 300-ft pars, roughly 1/3 of the size.

Mayor Dial posed the question, did the Town currently have other plans for the property, if not, Council would require a cost estimate and an estimate for maintenance. He added that the course would be a great idea, however, it would be funded with taxpayer dollars for taxpayer's land. Council needed to make sure they were making a wise decision. Mr. Perkins stated that part of staff's due diligence would be reaching out to other recreation facilities and weighing the pros and cons. He stated that he would also meet with Mr. Langford for his expertise. Staff would also work on the costs. Mr. Perkins stated that for as long as the Town owned the property, there was a plan for a walking trail and to make use of the lake by potentially adding a fishing dock.

Council Member Campbell stated that he believed a course alongside the walking trail would work well together and that the cost would be minimal. He added that there would need to be some trimming of trees and mulch added. He would consider moving forward with research. Council Member Hill shared her concern with the removal of trees but added that she would also be in favor of moving forward. Mr. Marosy stated that he and Mr. Keller would like to meet with staff to better inform them before acquiring the costs.

Council Member Howard stated that she recalls an amount of \$50,000 was allocated to that space for improvements. Mayor Dial agreed that the amount sounded familiar. Mr. Marosy stated that further research was needed such as the layout of the course, safety for the concrete paths, and if the trail would be paved, although he could not speak regarding the trail. Mr. Perkins assured Mr. Marosy and Mr. Keller that the cart path and such were not their responsibility, he was only seeking Council's direction at this time before moving forward. We are nowhere near the design phase.

Council Member Furr inquired about the need for any large trees to be taken down. Mr. Keller stated that the intent was to be less invasive and that the larger trees were good for the course. He added that clearing of undergrowth and adding mulch may be what was needed. Mayor Dial agreed and added that until you locate a basket, one usually did not realize it was a course. He added that staff would be looking at the cost and making sure there was not another use chosen for that area. Mr. Keller shared that regarding maintenance, the players usually clear sticks on the course. However, if a tree fell, they would require assistance.

Mayor Dial stated that staff was already spread thin with all of the forthcoming projects. He asked the two gentlemen if they would share the burden of answering their questions if given the green light. He added that being players, they would know more about the sport. Mr. Keller shared that his cohort had over 30 years of experience in cost and design. Mr. Marosy agreed that they were experts in the sport. Mayor Dial warned that government costs were different from private.

Council Member Furr asked if the funding would come from the general fund. Mr. Perkins stated that it would. Mayor Dial added that there would be further conversations regarding funding in the future. Mr. Marosy posed that occasionally, courses gained sponsorships for each hole, which would mean an outside funding source.

A motion was made to direct staff to spend some investigative time to determine whether it is the right decision to move forward with the Disc Golf course.

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

Council Member Howard asked if staff was familiar enough with the property and the lay of the land. Mr. Perkins stated that he was familiar with the basic lay of the land. A reason it was purchased was that it was unbuildable for a structure. He was unsure if the \$50,000 would cover legal, engineering, and any site work required. Council Member Howard asked if there were any wetlands. Mr. Perkins stated that there were.

Mr. Perkins reminded everyone that in December \$1,488,000 was taken out of the general fund and invested into CDs. Out of 6 CDs, there was a 3-month, 6-month, 9-month, and 3 12-month invested. Since December, they have earned \$20,879 in interest, one is maturing next week. Staff asked the bank to take the \$248,000 from the 3-month CD to invest in another 12-month CD at a 5.15% rate. The amount was \$248,000 due to FDIC. Each investment would be \$248,000. He added that the bank would be wiring the interest from the first one and that money may be invested as well. The initial calculation for the \$1,488,000 was \$67,000.

XIII. COUNCIL COMMENTS

Council Member Howard announced that the museum was holding an event tomorrow from 5:00 pm to 7:00 pm, with food trucks and musicians. She added that the museum would be open to the public during that time.

XIV. EXECUTIVE SESSION

A motion was made to move into Executive Session for one Real Estate item.

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

A motion was made to reconvene.

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

XV. ADJOURNMENT

A motion was made to adjourn.

The meeting adjourned at 8:11 pm.

Motion made by Council Member Campbell.

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

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL ITEM AGENDA REQUEST FORM

Department: Recreation

Meeting Date: March 16, 2023

Staff Contact: Lynda Owens

Agenda Section: Consent

Staff Report:

Item Description:

Contract for More Than Moonwalks

Background/History:

Inflatables for Spring Market event on April 21, 2023 at Shamrock Park.

Findings/Current Activity:

Pending contract approval

Is this a budgeted item? yes If so, include budget line number: 100-60-531005_____

Actions/Options/Recommendations:

Approve contract

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the Town of Tyrone, Georgia, hereinafter called “Town” and More Than Moonwalks, Inc., hereinafter called “Contractor”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

Section 1. Scope of Lease

Contractor shall lease to the Town the following equipment (hereinafter the “Equipment”) for an event to be held at Shamrock Park in the Town of Tyrone on April 21, 2023, from 5:00 p.m. through 8:00 p.m.:

1. 40ft Ninja Obstacle; and
2. Building Block Combo.

Contractor shall deliver the Equipment before 5:00 p.m. and pick up the Equipment following the event after 8:00 p.m.

Section 2. Payment

As payment for the provision of the services described in Section 1 above, the Town shall pay to the Contractor the amount of \$586.36. A non-refundable deposit in the amount of \$117.27 shall be paid at the time of the execution of this Agreement. The remainder shall be payable upon delivery and set-up of the Equipment at the location described in Section 1 above. If the Town cancels for any reason more than 48 hours prior to the event, the deposit shall be applied toward rental of equipment for a rescheduled event within one year of the date of cancellation. If the Town cancels for any reason less than 48 hours prior to the event, the deposit shall be forfeited.

Section 3. Insurance

During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the contractor shall provide and maintain the following coverage and limits:

General Liability – The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

Automobile Liability – The Contractor shall provide and maintain Automobile Liability Coverage at a rate of no less than \$1,000,000 each accident for any automobile used in the performance of the Work.

Providing and maintaining adequate insurance coverages is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of Georgia. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in Georgia. The Contractor shall, at all times, comply with the terms of such insurance policies, and all requirement of the insurer under any such insurance policies, except as they may conflict with existing Georgia laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

The policy or policies are to contain, or be endorsed to contain, the following provisions:

- (a) Contractor's insurance is to be considered primary for losses that occur as a direct

result of the Contractor's actions; and

- (b) Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

Section 4. Indemnification

To the extent allowed by law, the Town agrees that it will indemnify and hold free and harmless Contractor from any and all claims or action, if caused by Town, for personal injury, sickness, or disease. Town will pay any and all judgment decrees, cost, including attorney's fees, which may be rendered against Contractor if those injuries, sicknesses, or diseases are judged to have been caused by Town. Contractor agrees that they will indemnify and hold harmless Town from any and all claims or actions caused in whole or in part by Contractor, its employees, agents, or assigns for any personal injury, sickness, or disease. Contractor will pay any and all judgments, costs, including attorney's fees, which may be rendered against Town as a result of said claims or actions aforementioned.

Section 5. Subcontracting

The Contractor shall not have the right to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of this contract.

Section 6. Governing Laws and Venue

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia. Any disputes that arise under this contract shall be subject to the jurisdiction of the courts of Fayette County, Georgia and the United States District Court for the

Northern District of Georgia, as applicable.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized official, this Agreement in duplicate (two copies) of which each shall be deemed an original on the date first above written.

TOWN OF TYRONE, GEORGIA

By: _____

Name: _____

Title: _____

(SEAL)
Attest:

Name: _____

(Please Print)

Title: _____

MORE THAN MOONWALKS, INC.:

By: _____

Name: _____

Address: _____

(SEAL)
Attest:

Name: _____

(Please Print)

Title: _____

**COUNCIL AGENDA ITEM COVER SHEET****Meeting Type:** Council - Regular**Meeting Date:** March 16, 2023**Agenda Item Type:** New Business**Staff Contact:** Brandon Perkins, Town Manager

STAFF REPORT**AGENDA ITEM:**

Consideration to adopt changes to the Town's Code of Ordinances Sections 6-1 and 6-9 to include provisions regulating the restraint (tethering) of animals within the Town limits.

BACKGROUND:

The Town was contacted by a resident during the extreme cold weather in December 2022 about a dog that she had observed that was tied up in a back yard. It turns out that this animal was located at an address outside the Town's jurisdiction in the County, but the incident did serve as a reminder to staff that the Town's ordinance does not contain sufficient provisions regulating the tethering of animals. Subsequent research revealed that Peachtree City's Chief Moon had recently worked with Fayette County Animal Control on adding tethering regulations to their ordinance and Animal Control was planning to work with all Fayette cities on similar changes to create uniformity since they handle most of the enforcement.

Peachtree City adopted this update in October and Fayette County adopted changes on March 9, 2023.

Staff believes approval of these changes will give the Town greater ability to ensure the safety of animals within the Town Limits.

FUNDING:

None.

STAFF RECOMMENDATION:

Staff recommends approval of this ordinance update.

ATTACHMENTS:

1. Draft revisions.

PREVIOUS DISCUSSIONS:

None.

STATE OF GEORGIA

TOWN OF TYRONE

ORDINANCE

NO. 2023-____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE TOWN OF TYRONE, GEORGIA; TO ESTABLISH PROVISIONS PERTAINING TO TETHERING OF ANIMALS; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF TYRONE AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF THE TOWN OF TYRONE AS IT PERTAINS TO “ANIMALS” (CHAPTER 6), BE AMENDED AS FOLLOWS:

Section 1. By adding a definition of “Tethering” to Section 6-1, pertaining to “Definitions”, of Article I of Chapter 6, to be read as follows:

Tethering means using a rope, strap, chain or cord to fasten, tie or restrain an animal to a fixed or stationary single point in order to keep the animal within a certain area for a continuous time period.

Section 2. By renumbering Subsection (b) of Section 6-9, pertaining to “Restraint of animals; while on property”, of Article I of Chapter 6, as Subsection (c), and by inserting a new Subsection (b) in Section 6-9 of Article I of Chapter 6, to be

numbered and read as follows:

(b) *Tethering.*

- (1) No person shall tether, fasten, chain, tie or restrain an animal, or cause such restraining of an animal to a single point, tree, fence, post, doghouse, or other stationary object except as set forth in subparagraph (b)(2) and (b)(3) below.
- (2) *Cable trolley system.* No person shall tether, fasten, chain, tie or restrain an animal, or cause such restraining of an animal, except by a cable trolley system that meets the following requirements:
 - a. The system must allow movement of the animal;
 - b. The cable along which the trolley tethering device can move must have swivels installed at each end and be attached to stationary objects that cannot be moved by the animal;
 - c. The length of the cable along which the trolley tethering device can move must be at least ten feet long;
 - d. The cable along which the trolley tethering device can move must be a minimum of four feet high and a maximum of seven feet high;
 - e. Tethers and cables attaching the animal to the running cable line trolley tethering device must be made of a substance which cannot be chewed by the animal, must not weigh more than five percent of the body weight of the animal tethered and must have swivels at both ends;

- f. The tethering line attached to the animal's collar or harness must be of such length that the animal is able to move ten feet away from the cable perpendicularly but:
 - 1. Must maintain a sufficient distance from any other object to prohibit the tangling of the cable;
 - 2. Must maintain a sufficient distance from any object or edge that could result in injury or strangulation of the animal; and
 - 3. Must maintain a sufficient distance from any fence as to prohibit the animal access to the fence and to ensure the animal cannot move beyond the property limits of the owner;
- g. The tethering line attached to the animal's collar or harness must be of such length to allow access to food, water and shelter;
- h. The tethering line must not be directly wrapped around the animal's neck, but must instead be attached with a swiveling clasp to a properly fitted harness or collar which allows at least two fingers between the collar and the animal's throat; choke collars and pinch collars are prohibited for the purposes of tethering and attaching an animal to a running cable or trolley system;
- i. The area must be sufficient in size so as to allow the animal the ability to defecate or urinate in an area separate from the area

where it must eat, drink or lie down;

- j. Only one animal may be attached to the cable trolley system at a time;
- k. Unsterilized females may not be attached to a cable trolley system unless immediately supervised by a responsible and competent person; and
- l. No animal may be attached to such a cable trolley system for more than four hours nor from 10:00 p.m. until 6:00 a.m., and the owner/keeper must be present on the property or premises where the cable trolley system is located when the animal is attached thereto.

(3) *Exemptions.* The following animals are exempt from the requirements contained herein:

- a. Animals that are in immediate attention of a responsible and competent person while still on their property and cannot come within 10 feet of any street, multi-use path or sidewalk; and
- b. Animals that are under the physical control of a professional who, for compensation, trains, conditions, shows, grooms or provides medical attention.

Section 3. This ordinance shall become effective immediately upon its adoption by the Mayor and Council for the Town of Tyrone.

Section 4. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Mayor and Council hereby declare that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this _____ day of _____, 2023.

MAYOR AND COUNCIL FOR THE
TOWN OF TYRONE

By: _____
Eric Dial, Mayor

(SEAL)

ATTEST:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney

Sec. 6-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned animal means any domesticated animal that has been placed upon public property or within a public building or upon or within the private property of another without the express permission of the owner, custodian or tenant of the private property and is unattended or uncared for. Any domesticated animal shall also be considered abandoned, when it has been unattended and without proper food and water for a period in excess of 36 hours, regardless of where said animal may be found or kept.

Animal at large means any animal not under restraint and off the property of its owner.

Animal under restraint means any animal secured by a leash or lead; or enclosed by way of fence or other enclosure; or under the control of a responsible and competent person and obedient to that person's commands, and the person being present with the animal; or the animal confined within a vehicle, parked or in motion.

Companion animal means a domesticated animal kept for pleasure rather than utility. Pets include, but are not limited to, birds, cats, dogs, hamsters, horses, mice, reptiles, domesticated wild animals, exotic animals, and other animals associated with man's environment.

Domesticated animals means animals that are accustomed to live in or about the habitation of men, including but not limited to cats, cows, dogs, fowl, horses, swine, domesticated wild animals and/or exotic animals. This definition only applies to those animals mentioned herein and is only applicable to this chapter and in no way affects the meaning or application of a definition of the described animal as may be found in any other town ordinance.

Guard dog means any dog which has been trained to attack persons or other animals independently or upon oral command and any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and within which he is located.

Owner means any person having the right of property of, keeping, harboring, or acting as custodian of a domesticated animal.

Public nuisance means any animal which:

- (1) Is found at large or abandoned;
- (2) Is a vicious animal/fowl as hereinafter defined;
- (3) Produces, because of quantity, manner or method in which the animals are domesticated or maintained unsanitary conditions in the town;
- (4) Attacks passersby or passing vehicles;
- (5) Is inimical to the public health, welfare, or safety according to the rules and regulations promulgated by the county health department, whose rules and regulations are incorporated herein and made a part hereof as if fully set out in this chapter, is hereby declared to be a public nuisance and any person that knowingly keeps, owns, harbors, or acts as custodian of an animal constituting said nuisance shall be guilty of an unlawful act and shall be punishable as hereinafter provided.

Tethering means using a rope, strap, chain or cord to fasten, tie or restrain an animal to a fixed or stationary single point in order to keep the animal within a certain area for a continuous time period.

Vicious animal/fowl means any animal/fowl which attacks, bites or injures humans, other animals or fowl without provocation; or which, because of temperament, conditioning or training, has a known propensity to attack, bite or injure other living creatures without provocation; or an animal/fowl which has on one or more occasions caused injury to other living creatures without provocation; or any animal which constitutes a physical threat to human

beings or domesticated animals by one or more attacks without provocation of such severity as to cause physical injury. An animal/fowl is not considered vicious if it attacks, bites or menaces:

- (1) Anyone attacking the owner;
- (2) Unlawful trespassers on the property of the owner;
- (3) Any person or animal that has tormented or abused it;
- (4) In defense of its young or another animal; or
- (5) Another animal/fowl while accompanying a person who is hunting and while acting in conformity with generally accepted and otherwise lawful hunting practices.

(Code 1984, § 9-3-1; Ord. No. 51, 11-20-1980; Ord. No. 154, 11-17-1988)

Sec. 6-9. Restraint of animals; while on property.

- (a) It shall be the duty of every owner of any animal to ensure that it is confined by way of a fence or other enclosure or is restrained by chain or leash or, in some other physical manner, under the control of a competent person so that it cannot wander off of the real property limits of the owner. It is the intent of this section that all animals be prevented from leaving, while unattended, the real property limits of their owners.

(b) Tethering.

- (1) No person shall tether, fasten, chain, tie or restrain an animal, or cause such restraining of an animal to a single point, tree, fence, post, doghouse, or other stationary object except as set forth in subparagraph (b)(2) and (b)(3) below.
- (2) Cable trolley system. No person shall tether, fasten, chain, tie or restrain an animal, or cause such restraining of an animal, except by a cable trolley system that meets the following requirements:
 - a. The system must allow movement of the animal;
 - b. The cable along which the trolley tethering device can move must have swivels installed at each end and be attached to stationary objects that cannot be moved by the animal;
 - c. The length of the cable along which the trolley tethering device can move must be at least ten feet long;
 - d. The cable along which the trolley tethering device can move must be a minimum of four feet high and a maximum of seven feet high;
 - e. Tethers and cables attaching the animal to the running cable line trolley tethering device must be made of a substance which cannot be chewed by the animal, must not weigh more than five percent of the body weight of the animal tethered and must have swivels at both ends;
 - f. The tethering line attached to the animal's collar or harness must be of such length that the animal is able to move ten feet away from the cable perpendicularly but:
 1. Must maintain a sufficient distance from any other object to prohibit the tangling of the cable;
 2. Must maintain a sufficient distance from any object or edge that could result in injury or strangulation of the animal; and
 3. Must maintain a sufficient distance from any fence as to prohibit the animal access to the fence and to ensure the animal cannot move beyond the property limits of the owner;

- g. The tethering line attached to the animal's collar or harness must be of such length to allow access to food, water and shelter;
- h. The tethering line must not be directly wrapped around the animal's neck, but must instead be attached with a swiveling clasp to a properly fitted harness or collar which allows at least two fingers between the collar and the animal's throat; choke collars and pinch collars are prohibited for the purposes of tethering and attaching an animal to a running cable or trolley system;
- i. The area must be sufficient in size so as to allow the animal the ability to defecate or urinate in an area separate from the area where it must eat, drink or lie down;
- j. Only one animal may be attached to the cable trolley system at a time;
- k. Unsterilized females may not be attached to a cable trolley system unless immediately supervised by a responsible and competent person; and
- l. No animal may be attached to such a cable trolley system for more than four hours nor from 10:00 p.m. until 6:00 a.m., and the owner/keeper must be present on the property or premises where the cable trolley system is located when the animal is attached thereto.

(3) Exemptions. The following animals are exempt from the requirements contained herein:

- a. Animals that are in immediate attention of a responsible and competent person while still on their property and cannot come within 10 feet of any street, multi-use path or sidewalk.
- b. Animals that are under the physical control of a professional who, for compensation, trains, conditions, shows, grooms or provides medical attention.

(bc) In addition, all male and female dogs and cats that have not been spayed or neutered must be securely confined in such a way that they cannot be reached by other dogs or cats.

(Code 1984, § 9-3-7.1; Ord. No. 233, § 1, 8-5-1992)



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council Workshop

Meeting Date: March 16, 2023

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to award project PW-2023-01, the 2023 Roadway Resurfacing project to Piedmont Paving Incorporated.

BACKGROUND:

Continuing effort in the Town has been to improve the road conditions and safety for those who travel in and about the town. This year's asphalt resurfacing project consists of a base bid for FDR and paving the Tyrone Acres subdivision, Northwood Road, Llyod Road, Lynwood Road, and Howell Road. A bid alternate was also included for the improvements to the intersection of Senoia/Crabapple/Rockwood. The project was advertised, and Bids were received and read aloud on March 8, 2023. The base bid was \$1,040,673.77. The bid alternate was \$20,946.55. The total for Base Bid and Alternate 1 was \$1,061,620.32.

FUNDING:

General Funds and LMIG

STAFF RECOMMENDATION:

Staff recommends Approval to award project PW-2023-01, the 2023 Roadway Resurfacing project, to Piedmont Paving Incorporated in the total sum of \$1,061,620.32 for the Base Bid and Bid Alternate 1

ATTACHMENTS:

Bid Tabulation Sheet

PREVIOUS DISCUSSIONS:

Planning Workshop in 2022



2023 ROADWAY RESURFACING FOR
THE TOWN OF TYRONE, GA

Bid tabulation for: PW-2023-01

BID DATE: March 8, 2023 @ 10 AM				McLeRoy, Inc Zebulon, GA		Peldmont Paving Inc Newman, GA			
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	CALCULATED TOTAL	UNIT PRICE	CALCULATED TOTAL	UNIT PRICE	CALCULATED TOTAL
BASE BID									
	Acknowledged Addenda	None		None		None		None	
	Bid Bond (5%)			Yes		Yes			
1	Traffic Control, Complete	1	LS	\$ 62,100.00	\$ 62,100.00	\$ 92735.00	\$ 92735.00		
2	Grading Complete	1	LS	\$ 52,000.00	\$ 52,000.00	\$ 58000.00	\$ 58000.00		
3	REM Signs, Complete	2	EA	\$ 300.00	\$ 600.00	\$ 93.00	\$ 186.00		
4	Highway Signs, Complete	38	SF	\$ 58.00	\$ 2,204.00	\$ 25.60	\$ 972.80		
5	Galv St Sign Posts, 1P 7, Complete	56	LF	\$ 14.00	\$ 784.00	\$ 22.00	\$ 1232.00		
6	Thermoplastic Solid Stripe, 5" white, Complete	800	LF	\$ 1.00	\$ 800.00	\$ 1.21	\$ 968.00		
7	Thermoplastic Solid Stripe, 24" white, Complete	64	SF	\$ 6.50	\$ 416.00	\$ 12.38	\$ 792.32		
8	Thermoplastic Striping, white, Complete	259	SY	\$ 8.50	\$ 2,201.50	\$ 11.00	\$ 2849.00		
9	Solar Power Flashing Assembly, Complete	2	LF	\$ 12,500.00	\$ 25,000.00	\$ 8531.00	\$ 17062.00		
10	Portland Concrete	720	TN	\$ 310.00	\$ 223,200.00	\$ 255.00	\$ 183600.00		
11	Cement Stabilized reclaimed base 10" incl material and design mix, Complete	1,963	SY	\$ 13.15	\$ 25,813.45	\$ 11.00	\$ 21593.00		
12	Cement Stabilized reclaimed base 8" incl material and design mix, Complete	21,699	SY	\$ 12.40	\$ 269,067.60	\$ 8.75	\$ 189866.25		
13	Recycled Asph 9.5mm Superpave, Type II, GP2 only, Complete	2633	TN	\$ 114.65	\$ 301,873.45	\$ 128.00	\$ 337024.00		
14	Mill Asph Conc Pymt 2" Depth, Complete	17964	SY	\$ 3.16	\$ 56,450.24	\$ 3.60	\$ 64310.40		
15	Class A Conc, Incl Reinf Steel, (18" Headwalls), Complete	5	CY	\$ 2,200.00	\$ 11,000.00	\$ 1443.00	\$ 7215.00		
16	Class A Conc, Incl Reinf Steel, (36" Headwalls), Complete	6	CY	\$ 2,600.00	\$ 15,600.00	\$ 795.00	\$ 4770.00		
17	Storm Drain pipe 18", H 1-10, Complete	122	LF	\$ 115.00	\$ 14,030.00	\$ 212.00	\$ 25864.00		
18	Storm Drain pipe 36", H 1-10, Complete	42	LF	\$ 277.00	\$ 11,634.00	\$ 277.00	\$ 11634.00		
19	Special Allowance, Complete	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20000.00	\$ 20000.00		
TOTAL BASE BID					\$ 1,094,774.24		\$ 1,040,673.77		
BID Alternate 1									
1	Recycled AC 25mm SP, GP1 or GP2, Incl BM & HL, Complete	36	TN	\$ 717.25	\$ 25,821.00	\$ 229.00	\$ 8244.00		
2	Recycled AC 12.5mm SP, GP1 or GP2, Incl BM & HL, Complete	23	TN	\$ 691.85	\$ 15,912.55	\$ 308.00	\$ 7084.00		
3	Tack Coat, Complete	10	GL	\$ 55.00	\$ 550.00	\$ 24.45	\$ 244.50		
4	Mill Asph Conc P4, 2-1/2" Depth, Complete	165	SY	\$ 88.62	\$ 14,787.30	\$ 32.57	\$ 5374.05		
TOTAL BID ALTERNATE 1					\$ 57,070.85		\$ 20,946.55		
TOTAL BASE BID AND BID ALTERNATE 1					\$ 1,151,845.09		\$ 1,061,620.32		

Bids Received by: Scott Langford
Witnessed by: Sandy Beach