



TOWN COUNCIL MEETING August 07, 2025 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

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 July 17, 2025 minutes.
2. Consideration of an updated user agreement with PowerDMS. **Brandon Perkins, Town Manager**
3. Consideration to designate various Town assets as surplus property. **Brandon Perkins, Town Manager**
4. Approval of a contract with Deep South to provide fireworks for Founders Day on October 4, 2025 in the amount of \$8,000.00.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

5. Consideration to approve the 2025 Lake Pendleton Dam Upgrades project PW-2021-05 plans. **Scott Langford, Public Works Director & Town Engineer**

6. Consideration to approve the revised floor plan of 881 Senoia Road - Recreation Department facility, project PW-2024-04. **Scott Langford, Public Works Director & Town Engineer**

X. NEW BUSINESS

7. Consideration of an update to the Town's Tourist Accommodation ordinance (Sec. 22-662). - **Brandon Perkins, Town Manager**
8. Consideration to approve the land acquisition plans for the 2024 East Crestwood Resurfacing and Multi-Use Path, Project Number PW-2024-15. **Scott Langford, Public Works Director & Town Engineer**

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
July 17, 2025 at 7:00 PM**

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:
Sandy Beach, Finance Manager
Randy Mundy, Police Chief
Jake Canter, Environmental Specialist

Absent: Councilman Hunter, Mr. Perkins, and Mr. Langford.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

Mr. Will Wynn, who lives on Windchime Way, spoke regarding cart path connections. He requested on behalf of himself and his Lake Windsong neighbors that the Town lower the speed limit to 35 mph on Senoia Road near Dogwood Trail, making golf cart travel easier to the Maple Shade connection to Peachtree City.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

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

A motion was made to approve the consent agenda.

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

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. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet stated that the project included asphalt resurfacing for Park Drive, Handley Court, Taylor Ridge, Donegal Drive, Wickham Drive, Brunswick Drive, Arbor Crest, and Dover Chase. Funding would come from the General Fund, LMIG Grants, and SPLOST.

A motion was made to award Task Order 14:2026 Asphalt Resurfacing Project PW-2026-01 to POND, Inc., not to exceed \$66,519.65.

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

5. Consideration to award purchase of a 2025 Chevrolet Silverado 3500 with Service Body to SouthTowne Chevrolet in the amount of \$60,457.00. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet shared that the current Ford Ranger needed to be replaced, and a replacement was budgeted for. South Towne Chevrolet was the lowest quote at \$60,457 for a Chevrolet 3500 with a service body. He added that Lights and decals would be added. Funding would come from the General Fund. The state contract was for much more than South Towne. Council Member Campbell asked what budget line the lights and decals would come from. Mr. Trocquet stated that it would come from vehicle maintenance and repair.

A motion was made to award the Public Works 2025 Chevrolet Silverado 3500 with a service body for \$60,457 to South Towne Chevrolet.

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

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

Mr. Trocquet explained that for the construction of the Shamrock Park pavilion, SAFEbuilt would perform basic inspections. Further technical and structural inspections were required from a specialised firm. Funding would come from the Community Development (Planning/Zoning) budget. Staff recommended Atlas Technical Consultants. He explained that the geotech and engineering inspections would be performed by South Tree, their subcontractor and engineer; however, the Town would hire Atlas to audit their work as an added measure. It would be budgeted through technical services.

Council Member Furr began a discussion regarding fees. Mr. Trocquet explained that they offered an estimate of \$16,216 based on a schedule of values and a normal project schedule. Council Member Campbell questioned why the cost was not included in the entire cost of the project. Mr. Trocquet stated that the cost was budgeted for through technical services. It was a required service, and South Tree would be in conflict by hiring a third party. Council Member Campbell shared his disappointment that the funding was not initially discussed. Mr. Trocquet stated that staff was putting measures in place to prevent the same problems that Peachtree City was currently dealing with. Any further costs would come from audio or video upgrades.

Council Member Campbell asked if the Handley Park public works building would need the same inspections. Mr. Trocquet stated that it did not; most of the building was pre-constructed, however he would speak with Mr. Langford regarding that. Council Member Furr asked for the line item. Mr. Trocquet stated that additional funding was placed under technical services under Planning/Zoning for this purpose.

Council Member Whelan inquired about the engineering services. Mr. Trocquet stated that staff did have civil and transportation engineering services on call, however, not structural engineering firms. Mayor Dial inquired about the inspections. Mr. Trocquet explained that there were 20 different inspection stages and referred to pages 41 - 43. Mr. Davenport clarified that the firm gave an estimate of \$16,216 according to their schedule. This could change if the project took longer, it was only an estimate.

A motion was made to authorize Mayor Dial to execute a contract with Atlas Technical Consultants to perform construction material testing services for the Shamrock Park Pavilion, including all inspections.

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

7. Consideration to approve the alcohol license fee for an off-premises catering license.
Phillip Trocquet, Assistant Town Manager

Mr. Trocquet presented that the fees were previously established at \$1,000 for malt beverages and wine, and a \$2,000 fee for malt beverages, wine, and distilled spirits.

It is only available to existing alcohol license holders as an appendage. They would still have to apply for the license, the special event permit, and meet the criteria, including distance requirements. He stated that since businesses had not taken advantage, he suggested lowering the fees to \$500 for malt beverages and wine, and \$1,000 for malt beverages, wine, and distilled spirits. Businesses would still pay the \$50 special event permit fee each time they apply.

Council Member Campbell made a motion to approve the fees for an off-premises alcohol catering license: \$500 for beer and wine, and \$1,000 for beer, wine, and distilled spirits. The motion dies for lack of a second.

A motion was made to keep the fees as they currently are.

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

Voting Yea: Council Member Furr, Council Member Whelan

Voting Nay: Council Member Campbell. Motion passed.

- 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

Mr. Trocquet introduced Mr. Jake Canter, the new Environmental Specialist. Everyone welcomed Mr. Canter.

XII. COUNCIL COMMENTS

Council Member Campbell asked for updates on the Sandy Creek multi-use path and the Shamrock Industrial Park emergency exit.

Mr. Trocquet shared that the Sandy Creek path design was at 15% completion; however, the project will take coordination between Fayette County and the Fayette County Board of Education regarding a smooth entrance onto the campus and a crossing on Jenkins Road. He stated that staff was hoping for additional funding from the County on the SPLOST-funded project.

Mr. Trocquet stated that staff would soon present the Cresswind neighborhood association with a draft agreement that, when signed, would come to Council for approval. The design was currently at 60%. When the agreement is approved, Keck and Wood would then complete the design so construction could begin.

He anticipated that the project would be completed this fiscal year. Council Member Whelan inquired about the path from Maple Shade to Crestwood Road. Mr. Troquet stated that now that the Dogwood Road paving project was complete, the Dogwood Road design was at 90% and Crestwood Road was in the property acquisition phase, which may come to Council at the next meeting for consideration.

Council Member Whelan invited everyone to attend the Back-to-School County Prayer Event. It would take place on all county public school campuses on August 3rd from 4:00 p.m. to 5:00 p.m.

Mayor Dial shared that he was approached by a Coweta County resident who often visited the Tyrone, county, and Peachtree City libraries. He gave a shout-out to the Tyrone Library staff, who are their favorite library. Mayor Dial thanked the library staff for doing an awesome job.

Mayor Dial began a discussion regarding the forthcoming millage rate public hearings. He reminded everyone that Tyrone's millage rate had not increased for 17 years, and that due to the impact of House Bill 581, changes would need to happen within the next couple of years. Changes could include major budget cuts or an increase in the millage rate. Mayor Dial stated that the last thing that Council wanted to do was to raise the millage rate. He asked staff to make the presentation during the public hearings and give the public as much information as possible. All agreed that Mr. Perkins had accomplished that by speaking on the issue several times during public meetings. Council Member Whelan agreed that continued information on the impact of HB581 was important.

XIII. EXECUTIVE SESSION

A motion was made to move into Executive Session for two items of threatened litigation.

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

A motion was made to reconvene.

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

XIV. ADJOURNMENT

A motion was made to adjourn.

The meeting adjourned at 8:07 p.m.

Motion made by Council Member Whelan.

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

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 8, 2025

Agenda Item Type: New Business

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration of an updated user agreement with PowerDMS.

BACKGROUND:

PowerDMS is a document management system software that allows users to securely store important documents such as policies, forms, plans, reference materials, etc. in the cloud. The system also facilitates electronic signatures when policies are assigned to employees and tracks revisions. The police department has used this software since approximately 2009 and the Town budgeted to add all employees to the system as users in the FY26 budget.

The Town will use PowerDMS to store and manage the employee handbook, memos, forms, budgets documents, and procedure manuals, etc.

In order to move forward with onboarding, PowerDMS has requested that the Town sign an updated user agreement.

FUNDING:

\$7,465.14 annually; split between the PD and Admin SBITA line items.

STAFF RECOMMENDATION:

Staff recommends approval of this updated agreement.

ATTACHMENTS:

-Updated PowerDMS User Agreement.

PREVIOUS DISCUSSIONS:



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-3749	Order #:	Q-397606
Customer:	Tyrone Police Department (GA)	Valid Until:	11/9/2025
Effective Employee Count:	25		
Sales Rep:	Salesforce Administrator		
Customer Contact		Shipping Contact	
Billing Contact:	Tyrone Police Department (GA) Cayla Banks	Shipping Contact :	Tyrone Police Department (GA) Cayla Banks
Billing Address:	Accounts Payable 950 Senoia Road Tyrone, GA 30290	Shipping Address:	950 Senoia Road Tyrone, GA 30290
Billing Contact Email:	cayla.banks@tyronega.gov	Shipping Contact Email:	cayla.banks@tyronega.gov
Billing Phone:	770-487-4732	Shipping Phone:	770-487-4732
Payment Terms		Notes	
Payment Term:	Net 60	Notes:	40-49 User Tier
PO Number:			
Subscription Service			

November 2025

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerStandards for GLECP/GACP	Recurring	11/9/2025	11/8/2026	1	Quantity Based	\$805.00
Attach proofs to show compliance with GACP Certification Standard, assign assessment tasks, track revisions, and status-based grading.						
GACP Manual (GA LE)	Recurring	11/9/2025	11/8/2026	1	Quantity Based	\$0.00
View Standards Manual electronically.						
PowerPolicy Professional Subscription	Recurring	11/9/2025	11/8/2026	49	User Count Based	\$6,660.14
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	11/9/2025	11/8/2026	49	User Count Based	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
November 2025 TOTAL:						\$7,465.14

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Tyrone Police Department (GA)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
 - a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) **Equitable Relief.** The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. **Representations, Warranties, and Disclaimers.**

- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) **Additional Customer Representations and Warranties.** Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.



19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit A Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 7, 2025

Agenda Item Type: Consent Agenda

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration to designate various Town assets as surplus property.

BACKGROUND:

The assets listed on the attached logs have reached the end of their service life and are no longer of use or value to the Town. Per the Town's policy and practice, these items should be designated as surplus and disposed of properly. All electronics will be properly recycled and items that are broken or in general disrepair will be transported to the landfill. We will attempt to auction the vehicle.

Hard drives have been removed from all computers on these lists and will be destroyed in order to protect any sensitive data that they may contain.

FUNDING:

None required.

STAFF RECOMMENDATION:

Staff recommends designation of these assets as surplus property so that they can be properly disposed of.

ATTACHMENTS:

-Surplus logs

PREVIOUS DISCUSSIONS:

Electronic Destruction Log

August 2025

Item	Amount	Model Number	Serial Number
1. Dell Laptop	1	Precision 5530	14500714250
2. Logi Keyboard	1	K540	
3. Dell Optiplex Monitor	1	D08S	3020
4. Dell Monitor	1	D13S	
5. Dell Laptop	1	Intel Core i 7	10438462045
6. Dell Laptop	1	Vostro 3555	00186-120-976-406
7. Dell Laptop	1	Vostro 3555	00186-120-976-401
8. Asus PC	1	Client	EEEBOXEB1007P
9. Windows 10" Tablet	1		
10. Datto Box Hard drive	1		8AHTX5001493

11. Yealink Phones	3	T21PE2	
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Electronic Destruction Log Library

August 2025

Item	Amount	Model Number	Serial Number
Dell Keyboard (Purchased through technology grant-FRRLS)	0.00	DP/N 05P02F	CN-05P02F-71581- 25L-0883-A01
Dell Keyboard (Purchased through technology grant – FRRLS)	0.00	DP/N 05P02F	CN-05P02F-71581- 25U-05TO-A01
Dell Keyboard (Purchased through technology grant – FRRLS)	0.00	DP/N 05P02F	CN-05P02F-71581- 25U-05MT-A01
Dell Keyboard (Purchased through technology grant – FRRLS)	0.00	L100	CN0RH6597357179Q CL1
AWE Mouse (Purchased through technology grant – FRRLS)	0.00	LTMO-AWE	
Orbic Battery (Purchased through technology grant – FRRLS)	0.00	BTE-3003	TE-2009213G000806
Honeywell Barcode Scanner (Purchased through technology grant – FRRLS)	0.00	MS9520	2R12400293
Dell Mouse (Purchased through technology grant – FRRLS)	0.00	D PPID	CN-09RRC7-48729- 52P
Dell Monitor (Purchased through technology grant – FRRLS)	0.00		CN-0PM372-72872- 795-3LFS
Dell Monitor Cable (Purchased through technology grant – FRRLS)	0.00		453010100140R

Hisonic Rechargeable Portable Wireless PA Amplifier (Donated by Friends of the Library)	0.00	HS-122B	X0002JDNR7
Fire & Security Battery		UZ-NP712	878999000093
Fire & Security Battery		ES7-12	8399601435
Dell Monitor (Purchased through technology grant; FRRLS)	0.00		CN-0PM372-72872-795-7CCS
Dell Monitor (Purchased through technology grant; FRRLS)	0.00		CN-0HF0K3-64180-235-40ZL
STAPLES Brand Shredder (Purchased before 2013)		SPL-TXC12MA	111250145
Honeywell Barcode Scanner w/Stand (Purchased through technology grant – FRRLS)	0.00	MS9520	2R12390824
Linksys 5-Port Workgroup Switch (Purchased through technology grant; FRRLS)	0.00	EZXS55W	R91 150G08482 GEB 1040
(2) Honeywell Barcode Scanner Stands (Purchased through technology grant; FRRLS)	0.00	MS9500	None listed
Dell Monitor (Purchased through technology grant; FRRLS)	0.00		CN-0PM372-72872-795-3L55
Dell Monitor Cord (Purchased through technology grant; FRRLS)	0.00	0734	453010100140R
Yealink Phone Receiver w/cord		No Model # Listed	No Serial Number Listed
Dell Optiplex 755 (Purchased through technology grant; FRRLS)	0.00	DCCY	B7C03F1
Dell Optiplex 755 (Purchased through technology grant; FRRLS)	0.00	DCCY	F6C03F1
Dell Optiplex 755 (Purchased through technology grant; FRRLS)	0.00	DCCY	86C03F1

Dell Optiplex 790 (Purchased by the Town of Tyrone #0009)		BFB1012H	J50GH-A00
Dell Optiplex 790 (Purchased by the Town of Tyrone #0011)		D03S	D03S001
Dell Optiplex 7020 (Purchased through technology grant; FRRLS)	0.00	AC290AM-00	PCB045
Dell Optiplex 7020 (Purchased through technology grant; FRRLS)	0.00	AC290AM-00	CN-0N0KPM-71308
Dell Optiplex 7020 (Purchased through technology grant; FRRLS)	0.00	L290AM-00	00094557
Dell Optiplex 7020 (Purchased through technology grant; FRRLS)	0.00	AC290AM-00	CN-0N0KPM-71308
Dell Optiplex 7020 (Purchased through technology grant; FRRLS)	0.00	AC290AM-00	4CA-0102-A01
Dell Optiplex 7020 (Purchased through technology grant; FRRLS)	0.00	AC290AM-00	4C5—00VX-A01
(15 ct.) Windows XP Microsoft CD for Dell Computers	0.00		
(1) Disc Software for Epson Printer TM-T20	0.00	*No longer have printer from 2013	
(12) CRT Monitors and Documentation CD for HP Computers	0.00	*No longer have HP computers	
Dell Monitor w/cable (Purchased with technology grant; FRRLS)	0.00	E170Sc *Monitor	CN-0HF0K3-64180- 235-40WL*Monitor 453070800150R*Cabl e
Dell Monitor w/cable (Purchased with technology grant; FRRLS)	0.00	1708FP1*Monitor	CN-0PM372-72872- 795-7C3S *Monitor 453010100140R*Cabl e

Electronic Destruction Log

August 2025

TYRONE RECREATION DEPARTMENT

Item	Amount	Model Number	Serial Number
1. "Brother" Genuine Copier	1	HL-L3210CW	U65174K9N331939
2. "Brother" Copier	1	MFC-8910DW	U63089K4N909676
3. "Yealink" Phone	1	T21PE2	8121117080D04354
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Electronic Destruction Log

August 2025

Item	Amount	Model Number	Serial Number
1. GlobalStat GPS Units	2	GPS18xUSB	19M052514
2. GlobalStat GPS Units	11	BU-353	138408 148673 148669 148680 148667 148668 148679 148677 N/A N/A N/A
3. Verizon Air Cards	2	None	MHS291LUM MIFI7730L
4. Cisco Network Switch	1	SG100D-08	DNI1415010Y
5. Nikon Digital Camera	1	Coolpix L3	30559447
6. Nikon Digital Camera	1	Coolpix L4	30167958
7. Nikon Digital Camera	1	Coolpix	30584297
8. Kodak Digital Camera	1	EasyShare C190	KCTCH04124830

9. Olympus Digital Camera	1	C-740 Ultra Zoom	255956553
10. Samsung Digital Camera	1	PL100	6084Z90Z813711X
11. Targus Docking Station	1	Targus ACP51USZ	1207001173
12. Motorola Body Mics w/ Docking Station	2	WGA00750 / WGA00751	LRT2-006339 / LRBT- 006599; LRT2-006233 / LRBT- 006331
13. Motorola Radio Base Station w/ Power Supply	1	Radio: M01HX+812W Power Supply: AA11670	722CDY2385 1122086149
14. Motorola Wiring Harness	1	Unknown	Unknown
15. Motorola Portable Radio w/ Charger	1	APX6000	481CPK2766
16. Monitor Stands	2	Unknown	Unknown
17. Casio Printing Calculator	1	HR-8TE	None
18. DeWalt Jump Starter	1	DXAEJ14	None
19. AT&T Air Cards	9	MF985	320484336244 320484336081 320484336271 320484336269 320484336225 320484336252 320484336189 320386307225 320484336221
20. Banshee/Code3 Siren Control Box	2		Z0014542 C37010893

21. Zoll AED+	1	Unknown	X07C110883
22. Dell 68Wh Laptop Batteries	2	GJKNX	None
23. PWR+ Vehicle Power Adapters	2	PWR-CE195462	180903671 200702286
24. PWR+ Vehicle Power Adapters	3	PWR-CE90PD	220905106 220905076 220600175
25. PWR+ Vehicle Power Adapter	1	D4C	HLSG01915E22
26. Dell Auto-Air AC Adapter	1	DA65NS3-00	CN-0DK138-48661- 83S-2ZZG
27. Dell Laptop	4	Latitude E5570	J9XHTF2 H2SNTF2 HJYWTF2 H5BJTF2
28. Dell Laptop	9	Latitude 5590	CDZ2RQ2 6Q22RQ2 FRF2RQ2 7GZ2RQ2 C682RQ2 FNF2RQ2 83M2RQ2 2582RQ2 7Q43RQ2
29. Dell Laptop	1	Latitude E6540	8MTCN32
30. Dell Laptop	1	Vostro P106F	3KZWT93
31. Dell Laptop	6	Vostro 3550	GK7QQR1 FK7QQR1 9K7QQR1 DK7QQR1 BK7QQR1 CK7QQR1

32. Dell Laptop	6	Vostro 3560	G9KKJV1 539KJV1 3RKKJV1 H41KJV1 H01KJV1 2BKKJV1
33. Dell Laptop	1	Inspiron N5010	90W0WP1
34. Dell Computer	2	Optiplex 3050	DC2WWK2 28SQ8N2
35. Dell Computer	2	Optiplex 3020	HMWKQ02 CYWDN22
36. Dell Computer	1	Optiplex 3070	CSMSS13
37. Dell Computer	1	Optiplex 7010	9WK3BZ1

Electronic Destruction Log

August 2025

Court

Item	Amount	Model Number	Serial Number
1. Modem	1	Dell OptiPlex 3080 Micro	8593MH3
2. Laptop	1	Dell Precision 7710	H5164H2
3. Power Plug	1		
4. Adding Machine	1	SPL- P500	
5. Battery Backup	2	Cyber Power 825VA	
6. Battery Backup	1	APC Back-Up	
7. Surge Protector	1	ESP Next Gen	
8. Recorder	1	Sangean DAR-101	
9.			
10.			

**Electronic
Destruction Log**

August 2025

Item	Amount	Model Number	Serial Number
1. Dell Laptop	1	Vostro 3555	GVVSNT1
2. Dell Laptop	1	Precision 5520	J6J4FH2
3.			
4.			
5.			
6.			
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10.			

Articles for Surplus

Town of Tyrone, 881 Senoia Road

Item No.	Item Description	Qty.	Details	Location
1	Receptionist Desk	1	L-shaped, wood	Lobby
2	Table	1	Black w white top	Lobby
3	Credenza	1	Wood	Clerk's Office
4	Computer Station	1		Clerk's Office
5	Chairs	3		Town Manager's Office
6	Sofa	1	Upholstered, patterned, tan and gray	Town Manager's Office
7	Lateral File Cabinet	1	2 drawer	Town Manager's Office
8	Book Shelf	1		Town Manager's Office
9	Chairs	20	Metal and fabric chairs	Town Manager's Office
10	Desk	1	Disassembled	Town Manager's Office
11	Desk	1		Town Manager's Office
12	Door	1		Town Manager's Office
13	Partitions	6	Metal framed w beige fabric	Town Manager's Office
14	Rolling Projector Cart	1		Town Manager's Office
15	Bulletin Board	1		Town Manager's Office
16	Lateral File Cabinet	1	Large, Five drawer, Tan	Large Room
17	Vertical File Cabinets	4	Regular, Four drawer, Tan	Large Room
18	Vertical File Cabinet	1	Short, Two drawer, Tan	Large Room
19	Office Chairs	5	Various, cushioned	Large Room
20	Folding Chairs	4		Large Room
21	Church Pews	3	Wood	Large Room

Articles for Surplus

Town of Tyrone, 881 Senoia Road

Item No.	Item Description	Qty.	Details	Location
22	Desk	1	5' x 30"	Large Room
23	Desk	1	6' x 30"	Large Room
24	Conference Table	1	6' x 3'	Large Room
25	Table, Metal	1	4' x 2'	Large Room
26	Desk, Extension	2	6' x 20"	Large Room
27	Conference Table	1	6' x 3'	Large Room
28	Desk, Extension	1	6' x 2 '	Large Room
29	Desk, Extension	1	4' x 2 '	Large Room
30	Book Shelf	1	82" x 10" x 3'	Large Room
31	Desk, Extension	1	5' x 30"	Large Room
32	Desktop Cabinet Unit		70" x 3' x 16"	Large Room
33	Desk	1	5' x 3'	Large Room
34	Desk	1	5.5' x 30"	Large Room
35	File Cabinet	1	Black, 4 drawer	Supply Room
36	Computer Monitor	1	Dell, 29"	Supply Room



July 31, 2025

To: Mayor and Council

CC: ~~TOB~~ N/A

From: ~~TOB~~ Brandon Perkins, Town Manager

Re: ~~TOB~~ Request to Surplus A Vehicle

I am requesting that the following vehicle be designated as surplus:

- 2003 Ford Ranger
 - VIN: FTYR14V83PB14831
 - Mileage: 162,918

This vehicle has been assigned to Public Works since it was purchased new in 2003 and has become increasingly expensive to maintain. A replacement vehicle has already been approved for purchase.

Incorporated 1911

950 Senoia Road | Suite A | Tyrone, Georgia 30290
Phone: (770) 487-4038 | Fax: (770) 487-4529
www.tyrone.org



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 7, 2025

Agenda Item Type: Consent Agenda

Staff Contact: Lynda Owens, Rec. Manager

STAFF REPORT

AGENDA ITEM:

Approval of a contract with Deep South to provide fireworks for Founders Day on October 4, 2025 in the amount of \$8,000.00.

BACKGROUND:

The Recreation Department sought bids for this show and Deep South was the lowest responsible bidder at \$8,000.00. Please see the attached bid tab for a full breakdown.

FUNDING:

Budgeted. Line Item # 230-62-52-1350

STAFF RECOMMENDATION:

Staff recommends approval of this contract

ATTACHMENTS:

Deep South Contract

PREVIOUS DISCUSSIONS:

No previous discussions.



SALES AGREEMENT FOR SERVICES

Deep South Fireworks LLC

This Sales Agreement for Services (this "Agreement") is made effective as of July 14, 2025, by and between Deep South Fireworks LLC, and The Town of Tyrone, GA.

1. DESCRIPTION OF SERVICES. On October 4, 2025, Deep South Fireworks LLC will provide The Town of Tyrone, GA with the following services (collectively, the "Services"):

2. Services:

Firework Display November 30, lasting 9-10 Minutes

Fireworks that will be used are 1.4g and 1.4 Professional Product.

This will include: the product, insurance, set-up, and coordination of the show along with clean up. Deep South Fireworks will cover all permit fees associated for this display.

The location for this show is Shamrock Park, Tyrone, GA.

Time of the show is TBD by The Town of Tyrone, GA.

3. PAYMENT. The payment shall be made to Devin Vargas of Deep South Fireworks LLC. The deposit of 50% will be due by September 15, 2025, in the amount of \$4,000. The remaining balance of \$4,000 will be owed on or before November 30, 2025..

Payments are accepted by check, cash, bank transfer, cash app, Venmo, or PayPal. The address if using a check, the address is 47 Lake Susie Rd Hawkinsville GA 31036.

4. WARRANTIES. Deep South Fireworks LLC shall provide its services and meet its obligations under this Agreement in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Deep South Fireworks LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers like Deep South Fireworks LLC on similar projects.

5. CANCELLATIONS. In the event of inclement weather as defined as rain, wind, lightning and/or severe conditions (tornado, hurricane, thunderstorm watch/warnings) that compromise the safety of the spectators and/or Deep South employees, the show may be delayed until it is safe to fire, but the show may be shot during a rain event at the sole discretion of Deep South. The employees of Deep South have the right to cancel or delay the show for any unsafe conditions. If Deep South Fireworks cancels for any reason other than bad or unsafe weather, the client is entitled to a full refund. Outside of any of the above issues, if the customer, The Town of Tyrone, GA, decides to cancel the event and it is paid in full, half of the money will be refunded, but the deposit is non-refundable. In the event of bad weather, the show can be arranged for another day within 365 days at no additional cost to the customer aside from travel and permit fees to not exceed \$1,000.00 (\$.65 per mile roundtrip) depending on the distance and permit fees. The rescheduling date will be determined by availability of Deep South.

6. LITIGATION COSTS AND EXPENSES: If any party institutes any legal suit, action, or proceeding against the other party to enforce this Agreement (or obtain any other remedy regarding any breach of this Agreement), arising out of, or relating to this Agreement, including, but not limited to, contract, equity, tort, fraud, and statutory claims, the prevailing party in the suit, action, or proceeding shall be entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action, or proceeding, including the prevailing party's actual attorneys' fees and expenses, expert fees, and court costs, including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings.

7. REMEDIES ON DEFAULT. In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe in sufficient detail the nature of the fault. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Agreement.

8. LATE PAYMENT: If the Town of Tyrone, GA fails to make any payment due to the terms of this agreement within seven days, The Town of Tyrone, GA, will pay Deep South interest at the rate of 1.5% per month compounded on any amount that is delinquent commencing with the date that payment became delinquent.

9. JURISDICTION AND VENUE: This Agreement shall be governed by and interpreted in accordance with Georgia law. In entering into this Agreement, The Town of Tyrone, GA expressly and irrevocably submits itself to the exclusive jurisdiction of the Superior Courts of Pulaski County, Georgia for the purpose of all disputes. Should The Town of Tyrone, GA initiates litigation against Builder, its parents, subsidiaries, or one of its affiliated entities on any claim arising out of, connected with, or concerning this Agreement or performance hereunder The Town of Tyrone, GA consent to and must bring such action in the Superior Court of Pulaski County, Georgia.

10. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and comp strict compliance with every provision of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties hereto signed, sealed and delivered this Agreement this _____ day of _____ 2025.

TYRONE DOWNTOWN DEVELOPMENT AUTHORITY

(SEAL)

Eric Dial, Mayor

7-14-2025
Devin Vargas, Owner, Deep South Fireworks

(Corporate Seal)



BID/PRICING RECAP FOR FIREWORKS SHOW

**FOUNDERS DAY 2025
BIDS/QUOTES FOR SHOW**

- DEEP SOUTH FIREWORKS FOUNDERS DAY 2025
\$8,000.00**
- PYRO ENTERPRISES FOUNDERS DAY 2025 \$9,200.00**
- SOUTHERN SKY FIREWORKS FOUNDERS DAY 2025 \$\$8,750.00**
- PYROTECNICO FOUNDERS DAY 2025 \$10,500.00**



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 7, 2025

Agenda Item Type: Old Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to approve the 2025 Lake Pendleton Dam Upgrades project PW-2021-05 plans.

BACKGROUND:

Lake Pendleton Dam (ID# 056-063-04517) is a State Regulated Dam under the Georgia Safe Dams Act. In 2018 it was upgraded to a Category I dam by Georgia Safe Dams (EPD). It is rated as a Category I Dam as defined as where a dam failure or improper operation would result in a probable loss of human life. It meets the requirements for a State Regulated Dam by storage of more than 100 Acre-Feet. Around 2018, the Town contracted with Mallett Engineering for professional services to perform a detailed evaluation and design of Lake Pendleton Dam upgrades. As a result, the construction plan set is complete and permitted.

FUNDING:

General Fund 100-40-54.1417

STAFF RECOMMENDATION:

Staff requests that Council approve the construction plans for the 2025 Pendleton Lake Dam Upgrades, project number PW-2021-05.

ATTACHMENTS:

Construction Plan Set

PREVIOUS DISCUSSIONS:

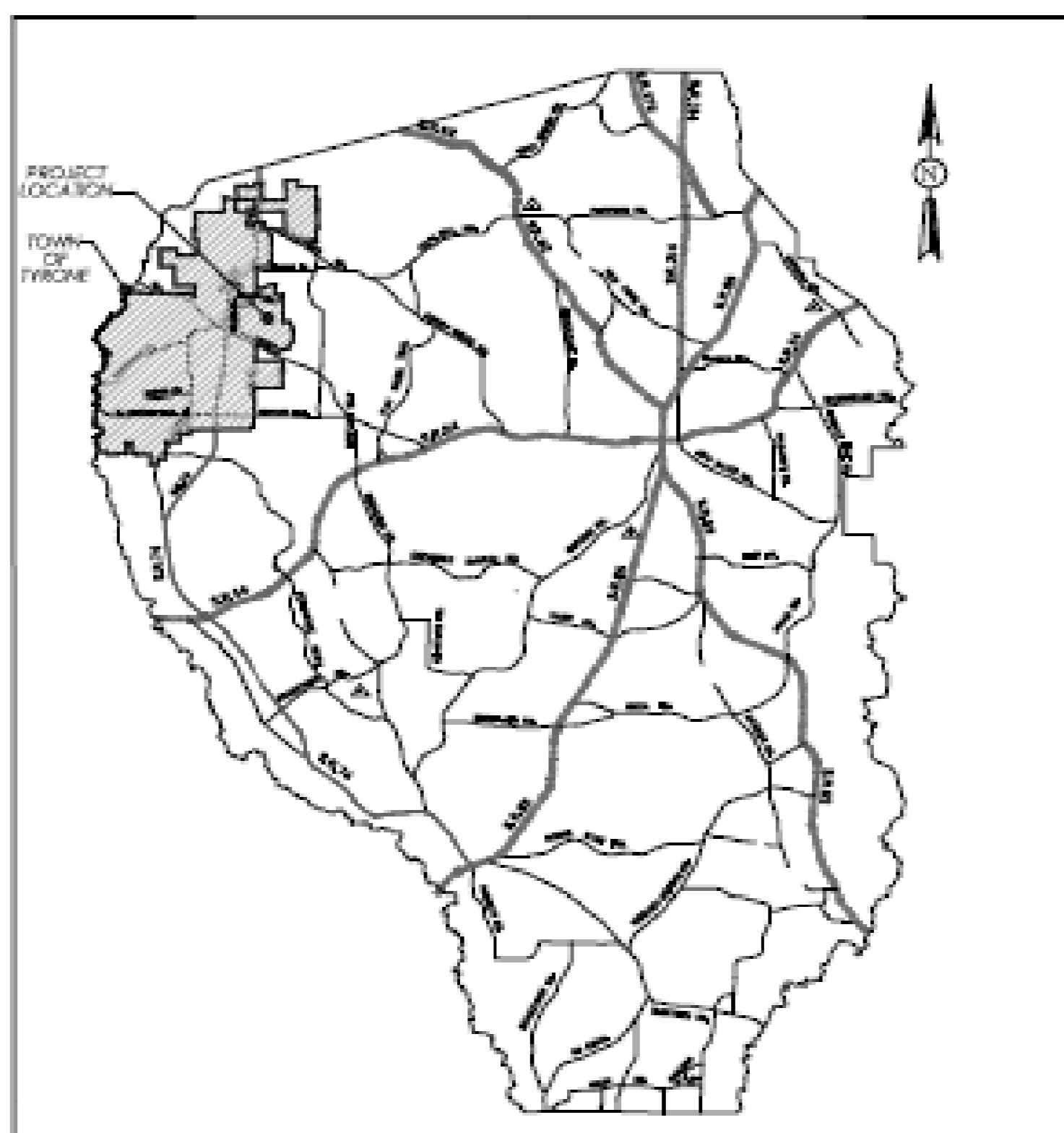
Multiple budget meetings and grant discussion meetings.

for

TOWN of TYRONE, GEORGIA
PENDLETON HOME OWNERS ASSOCIATION

MR. BENJAMIN GAXIOLA

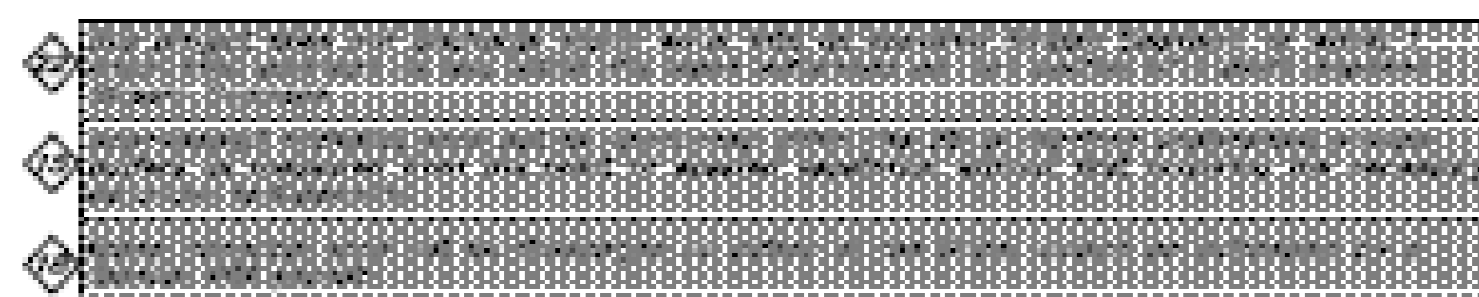
MR. CORY BURKE & MS. SUZANNE DIETER



LOCATION MAP
FAYETTE COUNTY

4 PRIMARY PERMITTEE:

Town of Tyrone, Georgia
950 Senola Road
Tyrone, GA 30290
Phone: 770-487-4038
Email: alan@tyronega.com



AUTHORIZED BY:
TOWN OF TYRONE, GEORGIA

950 Senoia Road
Tyrone, Georgia 30290
P: 770-487-4038

24 Hour Emergency Contact and Erosion Control Contact:

NAME: Scott Langford - Public Works Director
ADDRESS: 950 Sencia Road
Tyrone, GA 30292
PHONE: 803-807-7658

I certify that this plan, Sedimentation and Pollution Control Plan has been prepared in accordance with Part IV, of the General NPDES Permit No. GA0100001. I certify that the permittee's Erosion Sedimentation and Pollution Control Plan, provides for an appropriate and comprehensive system of best management practices required by the Georgia Water Quality Act and the National Nonpoint Erosion and Sediment Control in Georgia (Manual) published by the State Soil and Water Conservation Service or of Georgia. I certify that the discharge of sediment activity was permitted, provided for the sampling of the receiving water(s) or the sampling of the storm water outfalls and that the designed system of best management practices and sampling methods is expected to meet requirements contained in the General NPDES Permit No. GA0100001.

"I certify that the permittee's Erosion Sedimentation and Pollution Control Plan, provides for the monitoring of: (a) all perennial and intermittent streams and other water bodies shown on the USGS topographic map and all other field verified perennial and intermittent streams and other water bodies, or (b) where any such specific identified perennial or intermittent stream and other water body is not proposed to be altered, sediment in my judgment, is not likely to be increased, including the factors required in the General NPDES Permit No. GAR 100001, that the increase in the turbidity of each specific identified accepted receiving water will be representative of the increase in the turbidity of a specific identified un-impacted receiving water."

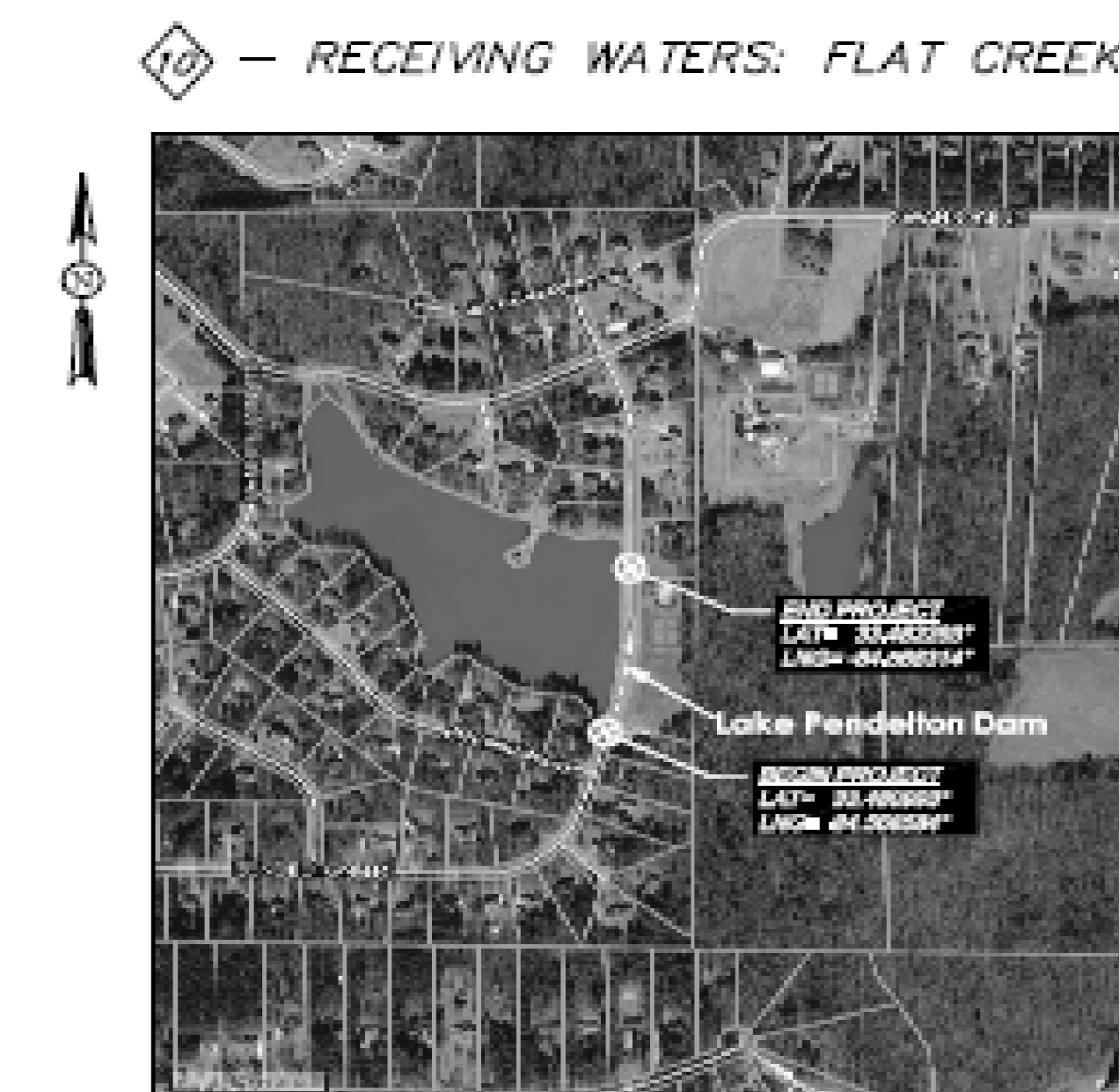
"I certify under penalty of law that this document and all attachments were prepared under my direct or supervisory control and in accordance with a system designed to ensure that certified persons properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I understand that any false or misleading information submitted is prohibited, including the possibility of fine and imprisonment for insider violations."

7. I certify under penalty of law that this plan was prepared after a site visit to the location described herein by myself or my authorized agent, under my supervision.

 David M. Jaeger, P.E.
Issued 01/01/2004, Expires 01/01/2008

EASC 24-Hr. Contact:
Mr. Scott Langford
803-807-7656

Total Disturbed Area = 4.2 Ac Total Project Area = 4.6 Ac
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PROJECT LOCATION MAP
Enlarged View

FAYETTE COUNTY UTILITY CONTACT LIST

Water and Sewer

Fayette County Water System
245 McDonough Rd.
Fayetteville, GA 30214
770-461-1146

POWER

Georgia Power
570 Grady Avenue
Fayetteville, GA 30214
404-325-4001

Coweta-Fayette EMC
103 Sumner Road
Fayetteville, GA 30214
770-502-0226

Telecommunications

AT&T
Residence: (844) 723-0252
Business: (888) 944-0447

Xfinity
855-796-9693
855-971-2763

Cable Television

AT&T
[844] 723-0252

Xfinity
678-545-7372
855-971-2763

Gas

Atlanta Gas Light
10 Peachtree Pl NE,
Atlanta, GA 30309
800-427-5463
800-599-3770

EROSION, SEDIMENT & POLLUTION CONTROL PLANS
for LAKE PENDLETON DAM UPGRADES

Mallett Consulting, Inc.
111 DEWITT ST., SUITE 804 FAYETTEVILLE, GEORGIA 30314
PHONE: 770-471-9033
FAX: 770-471-9077



EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST
INFRASTRUCTURE CONSTRUCTION PROJECTS

SWCD: TOWALIGA Region 1
Project Name: Lake Pendleton Dam Upgrades Address: Pendleton Trail, Tyne, Ga
City/County: Town of Tyne, Ga / Fayette County Date on Plans: 10/21/19
Name & email of person filling out checklist: Joe L. Payne joe@mallettcs.com

TO BE SHOWN ON ES&PC PLAN

Plan Page #	Included Y/N	
20	Y	1. The applicable Erosion, Sedimentation and Pollution Control Plan Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted. (The completed Checklist must be submitted with the ES&PC Plan or the Plan will not be reviewed)
A	Y	2. Level II certification number issued by the Commission, signature and seal of the certified design professional. (Signature, seal and Level II number must be on each sheet pertaining to ES&PC Plan or the Plan will not be reviewed)
A	Y	3. The name and phone number of the 24-hour local contact responsible for erosion, sedimentation and pollution controls.
I	Y	4. Provide the name, address, email address, and phone number of primary permittee.
I	Y	5. Note total and disturbed acreage of the project or phase under construction.
I	Y	6. Provide the GPS locations of the beginning and end of the Infrastructure project. Give the Latitude and Longitude in decimal degrees.
A	Y	7. Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the revisions.
C	Y	8. Description of the nature of construction activity.
C	Y	9. Provide vicinity map showing site's relation to surrounding areas. Include designation of specific phase, if necessary.
C	Y	10. Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc., which may be affected.
C	Y	11. Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on Part IV, page 21 of the permit.
C	Y	12. Design professional's certification statement and signature that the permittee's ES&PC Plan provides for an appropriate and comprehensive system of BMPs and sampling to meet permit requirements as stated on Part IV, page 20 of the permit. *
C	Y	13. Design professional certification statement and signature that the permittee's ES&PC Plan provides for representative sampling as stated on Part IV, D.6.c.(3) page 37 of the permit as applicable. *
S	Y	14. Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements, perimeter control BMPs, and sediment basins within 7 days after installation." in accordance with Part IV, A.5 page 26 of the permit. *
C	Y	15. Clearly note the statement that "Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of wrested vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits."
N	N	16. Provide a description of any buffer encroachments and indicate whether a buffer variance is required.
S	Y	17. Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMPs with a hydraulic component must be certified by the design professional." *
C	Y	18. Clearly note the statement that "Waste materials shall not be discharged to waters of the State, except as authorized by a Section 404 permit."
S	Y	19. Clearly note statement that "The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to land disturbing activities."
S	Y	20. Clearly note statement that "Erosion control measures will be maintained at all times. If full implementation of the approved Plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source."
S	Y	21. Clearly note the statement "Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding."
C	Y	22. Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and within the same watershed as, any portion of an Biota Impaired Stream Segment must comply with Part III, C, of the permit. Include the completed Appendix I listing all the BMPs that will be used for those areas of the site which discharge to the Impaired Stream Segment. *
	N	23. If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in item 22 above) at least six months prior to submittal of NOI, the ES&PC Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan. *
S	Y	24. BMPs for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited. *
S	Y	25. Provide BMPs for the remediation of all petroleum spills and leaks.
S	Y	26. Description of the measures that will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed. *
S	Y	27. Description of practices to provide cover for building materials and building products on site. *
S	Y	28. Description of the practices that will be used to reduce the pollutants in storm water discharges. *
S	Y	29. Description and chart or timeline of the intended sequence of major activities which disturb soils for the major portions of the site (i.e., initial perimeter and sediment storage BMPs, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization).
S	Y	30. Provide complete requirements of inspections and record keeping by the primary permittee. *
A	Y	31. Provide complete requirements of sampling frequency and reporting of sampling results. *
A	Y	32. Provide complete details for retention of records as per Part IV, F, of the permit. *
A	Y	33. Description of analytical methods to be used to collect and analyze the samples from each location. *

5	Y	34. Appendix B rationale for NTU values at all outfall sampling points where applicable. *
4	Y	35. Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged also provide a summary chart of the justification and analysis for the representative sampling as applicable. *
9-11	Y	36. A description of appropriate controls and measures that will be implemented at the construction site including: (1) initial sediment storage requirements and perimeter control BMPs, (2) intermediate grading and drainage BMPs, and (3) final BMPs. For construction sites where there will be no mass grading and the initial perimeter control BMPs, intermediate grading and drainage BMPs, and final BMPs are the same, the Plan may combine all of the BMPs into a single phase. *
A	Y	37. Graphic scale and North arrow.
7-9	Y	38. Existing and proposed contour lines with contour lines drawn at an interval in accordance with the following: Existing Contours USGS 1", 2000' Topographical Sheets Proposed Contours 1" : 400' Centerline Profile
N	N	39. Use of alternative BMPs whose performance has been documented to be equivalent to or superior to conventional BMPs as certified by a Design Professional (unless disapproved by EPD or the Georgia Soil and Water Conservation Commission). Please refer to the Alternative BMP Guidance Document found at www.gaswcc.org.
N	N	40. Use of alternative BMP for application to the Equivalent BMP List. Please refer to Appendix A-2 of the Manual for Erosion & Sediment Control in Georgia 2016 Edition. *
9	Y	41. Delineation of the applicable 25-foot or 50-foot undisturbed buffers adjacent to State waters and any additional buffers required by the Local Issuing Authority. Clearly note and delineate all areas of impact.
9	Y	42. Delineation of on-site wetlands and all State waters located on and within 200 feet of the project site.
H	Y	43. Delineation and acreage of contributing drainage basins on the project site.
H	Y	44. Delineate on-site drainage and off-site watersheds using USGS 1" :2000' topographical sheets.
H	Y	45. An estimate of the runoff coefficient or peak discharge flow of the site prior to and after construction activities are completed.
7	Y	46. Storm-drain pipe and weir velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/Delineate all storm water discharge points.
N	N	47. Soil series for the project site and their delineation.
7-9	Y	48. The limits of disturbance for each phase of construction.
10	N	49. Provide a minimum of 67 cubic yards of sediment storage per acre drained using a temporary sediment basin, retrofitted detention pond, and/or excavated inlet sediment traps for each common drainage location. Sediment storage volume must be in place prior to and during all land disturbance activities until final stabilization of the site has been achieved. A written justification explaining the decision to use equivalent controls when a sediment basin is not attainable must be included in the Plan for each common drainage location in which a sediment basin is not provided. A written justification as to why 67 cubic yards of storage is not attainable must also be given. Worksheets from the Manual must be included for structural BMPs and all calculations used by the design professional to obtain the required sediment storage when using equivalent controls. When discharging from sediment basins and impoundments, permittees are required to utilize outlet structures that withdraw water from the surface, unless infeasible. If outlet structures that withdraw water from the surface are not feasible, a written justification explaining this decision must be included in the Plan.
7-9	Y	50. Location of Best Management Practices that are consistent with and no less stringent than the Manual for Erosion and Sediment Control in Georgia. Use uniform coding symbols from the Manual, Chapter 6, with legend.
5	Y	51. Provide detailed drawings for all structural practices. Specifications must, at a minimum, meet the guidelines set forth in the Manual for Erosion and Sediment Control in Georgia.
6	Y	52. Provide vegetative plan, noting all temporary and permanent vegetative practices. Include species, planting dates and seeding, fertilizer, lime and mulching rates. Vegetative plan shall be site specific for appropriate time of year that seeding will take place and for the appropriate geographic region of Georgia.

* If using this checklist for a project that is less than 1 acre and not part of a common development but within 200 ft of a perennial stream, the * checklist items would be N/A.
(2016/05/01/2017/01/2018/01/2019/01/2020/01/2021/01/2022/01/2023/01/2024/01/2025/01/2026/01/2027/01/2028/01/2029/01/2030/01/2031/01/2032/01/2033/01/2034/01/2035/01/2036/01/2037/01/2038/01/2039/01/2040/01/2041/01/2042/01/2043/01/2044/01/2045/01/2046/01/2047/01/2048/01/2049/01/2050/01/2051/01/2052/01/2053/01/2054/01/2055/01/2056/01/2057/01/2058/01/2059/01/2060/01/2061/01/2062/01/2063/01/2064/01/2065/01/2066/01/2067/01/2068/01/2069/01/2070/01/2071/01/2072/01/2073/01/2074/01/2075/01/2076/01/2077/01/2078/01/2079/01/2080/01/2081/01/2082/01/2083/01/2084/01/2085/01/2086/01/2087/01/2088/01/2089/01/2090/01/2091/01/2092/01/2093/01/2094/01/2095/01/2096/01/2097/01/2098/01/2099/01/2100/01/2101/01/2102/01/2103/01/2104/01/2105/01/2106/01/2107/01/2108/01/2109/01/2110/01/2111/01/2112/01/2113/01/2114/01/2115/01/2116/01/2117/01/2118/01/2119/01/2120/01/2121/01/2122/01/2123/01/2124/01/2125/01/2126/01/2127/01/2128/01/2129/01/2130/01/2131/01/2132/01/2133/01/2134/01/2135/01/2136/01/2137/01/2138/01/2139/01/2140/01/2141/01/2142/01/2143/01/2144/01/2145/01/2146/01/2147/01/2148/01/2149/01/2150/01/2151/01/2152/01/2153/01/2154/01/2155/01/2156/01/2157/01/2158/01/2159/01/2160/01/2161/01/2162/01/2163/01/2164/01/2165/01/2166/01/2167/01/2168/01/2169/01/2170/01/2171/01/2172/01/2173/01/2174/01/2175/01/2176/01/2177/01/2178/01/2179/01/2180/01/2181/01/2182/01/2183/01/2184/01/2185/01/2186/01/2187/01/2188/01/2189/01/2190/01/2191/01/2192/01/2193/01/2194/01/2195/01/2196/01/2197/01/2198/01/2199/01/2200/01/2201/01/2202/01/2203/01/2204/01/2205/01/2206/01/2207/01/2208/01/2209/01/2210/01/2211/01/2212/01/2213/01/2214/01/2215/01/2216/01/2217/01/2218/01/2219/01/2220/01/2221/01/2222/01/2223/01/2224/01/2225/01/2226/01/2227/01/2228/01/2229/01/2230/01/2231/01/2232/01/2233/01/2234/01/2235/01/2236/01/2237/01/2238/01/2239/01/2240/01/2241/01/2242/01/2243/01/2244/01/2245/01/2246/01/2247/01/2248/01/2249/01/2250/01/2251/01/2252/01/2253/01/2254/01/2255/01/2256/01/2257/01/2258/01/2259/01/2260/01/2261/01/2262/01/2263/01/2264/01/2265/01/2266/01/2267/01/2268/01/2269/01/2270/01/2271/01/2272/01/2273/01/2274/01/2275/01/2276/01/2277/01/2278/01/2279/01/2280/01/2281/01/2282/01/2283/01/2284/01/2285/01/2286/01/2287/01/2288/01/2289/01/2290/01/2291/01/2292/01/2293/01/2294/01/2295/01/2296/01/2297/01/2298/01/2299/01/2300/01/2301/01/2302/01/2303/01/2304/01/2305/01/2306/01/2307/01/2308/01/2309/01/2310/01/2311/01/2312/01/2313/01/2314/01/2315/01/2316/01/2317/01/2318/01/2319/01/2320/01/2321/01/2322/01/2323/01/2324/01/2325/01/2326/01/2327/01/2328/01/2329/01/2330/01/2331/01/2332/01/2333/01/2334/01/2335/01/2336/01/2337/01/2338/01/2339/01/2340/01/2341/01/2342/01/2343/01/2344/01/2345/01/2346/01/2347/01/2348/01/2349/01/2350/01/2351/01/2352/01/2353/01/2354/01/2355/01/2356/01/2357/01/2358/01/2359/01/2360/01/2361/01/2362/01/2363/01/2364/01/2365/01/2366/01/2367/01/2368/01/2369/01/2370/01/2371/01/2372/01/2373/01/2374/01/2375/01/2376/01/2377/01/2378/01/2379/01/2380/01/2381/01/2382/01/2383/01/2384/01/2385/01/2386/01/2387/01/2388/01/2389/01/2390/01/2391/01/2392/01/2393/01/2394/01/2395/01/2396/01/2397/01/2398/01/2399/01/2400/01/2401/01/2402/01/2403/01/2404/01/2405/01/2406/01/2407/01/2408/01/2409/01/2410/01/2411/01/2412/01/2413/01/2414/01/2415/01/2416/01/2417/01/2418/01/2419/01/2420/01/2421/01/2422/01/2423/01/2424/01/2425/01/2426/01/2427/01/2428/01/2429/01/2430/01/2431/01/2432/01/2433/01/2434/01/2435/01/2436/01/2437/01/2438/01/2439/01/2440/01/2441/01/2442/01/2443/01/2444/01/2445/01/2446/01/2447/01/2448/01/2449/01/2450/01/2451/01/2452/01/2453/01/2454/01/2455/01/2456/01/2457/01/2458/01/2459/01/2460/01/2461/01/2462/01/2463/01/2464/01/2465/01/2466/01/2467/01/2468/01/2469/01/2470/01/2471/01/2472/01/2473/01/2474/01/2475/01/2476/01/2477/01/2478/01/2479/01/2480/01/2481/01/2482/01/2483/01/2484/01/2485/01/2486/01/2487/01/2488/01/2489/01/2490/01/2491/01/2492/01/2493/01/2494/01/2495/01/2496/01/2497/01/2498/01/2499/01/2500/01/2501/01/2502/01/2503/01/2504/01/2505/01/2506/01/2507/01/2508/01/2509/01/2510/01/2511/01/2512/01/2513/01/2514/01/2515/01/2516/01/2517/01/2518/01/2519/01/2520/01/2521/01/2522/01/2523/01/2524/01/2525/01/2526/01/2527/01/2528/01/2529/01/2530/01/2531/01/2532/01/2533/01/2534/01/2535/01/2536/01/2537/01/2538/01/2539/01/2540/01/2541/01/2542/01/2543/01/2544/01/2545/01/2546/01/2547/01/2548/01/2549/01/2550/01/2551/01/2552/01/2553/01/2554/01/2555/01/2556/01/2557/01/2558/01/2559/01/2560/01/2561/01/2562/01/2563/01/2564/01/2565/01/2566/01/2567/01/2568/01/2569/01/2570/01/2571/01/2572/01/2573/01/2574/01/2575/01/2576/01/2577/01/2578/01/2579/01/2580/01/2581/01/2582/01/2583/01/2584/01/2585/01/2586/01/2587/01/2588/01/2589/01/2590/01/2591/01/2592/01/2593/01/2594/01/2595/01/2596/01/2597/01/2598/01/2599/01/2600/01/2601/01/2602/01/2603/01/2604/01/2605/01/2606/01/2607/01/2608/01/2609/01/2610/01/2611/01/2612/01/2613/01/2614/01/2615/01/2616/01/2617/01/2618/01/2619/01/2620/01/2621/01/2622/01/2623/01/2624/01/2625/01/2626/01/2627/01/2628/01/2629/01/2630/01/2631/01/2632/01/2633/01/2634/01/2635/01/2636/01/2637/01/2638/01/2639/01/2640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MONITORING SAMPLING METHODS & PROCEDURES
REPRESENTATIVE SAMPLING ON LINEAR PROJECT

Receiving water samples and storm water discharge samples will be collected by "grab samples", as specified in Part IV D. 5. b. of the permit. All grab samples will be collected using the following methods and procedures:

37. **OUTFALL SAMPLING:**

MANUAL SAMPLING:

Samples will be taken at the appropriate time as stated in Part IV.D. 5. d. of the permit. Sampling will occur at the designated representative outfall. The sample will be taken in the center of the outfall channel. A large mouth, clean, glass or plastic jar/bottle, labeled with project number and location will be used to collect the sample. The sample container will be held such that the opening faces upstream. Once the sample jar/bottle is full and capped, it will be transported to the location where the turbidity testing will be conducted. Samples may be analyzed at the site with properly calibrated portable turbidimeters. All turbidity tests will be conducted immediately but in no case, later than 48 hours after the time the sample was obtained.

AUTOMATIC SAMPLING:

Samples will be taken at the appropriate times as specified in Part IV.D. 5. d. of the permit. Automatic sampling can be accomplished by using a sampling device similar to the Isco Model 3700 or 6700. These devices can be triggered by flow meters or rain gages to collect the required samples. This determination will be made on a project by project basis. The probe for the automatic sampler will be ploed in the center of the outfall channel. Samples will remain in the automatic sampler until the next business day, when they will be collected and tested.

TESTING:

All turbidity tests shall be done in accordance with 40 CFR Part 136 (unless other test procedures have been approved); the guidance document titled "NPDES Storm Water Sampling Guidance Document, EPA 833-B-92-001" and guidance documents that may be prepared by the EPD. Turbidity results will be recorded and reported to EPD in accordance with Part IV.E of the permit.

SAMPLING POINTS:

45. There will be 1 sampling location at the site's discharge point. Per NPDES Permit GAR 1000002 for construction activities, the primary permittee must complete all sampling.

Appendix B was used to determine the NTU units allowable and downstream sampling will be performed for this project.

46. 1. Care should be taken to avoid stirring the bottom sediments in the receiving water(s) or in the outfall storm stormwater channel.
2. The sampling container should be held so that the opening faces upstream.
3. The samplings should be kept free of floating debris.
4. The Primary Permittee does not have to sample sheet flow onto undisturbed natural areas or areas stabilized by the project.

43. **SAMPLING FREQUENCY:**

Storm water samples shall be taken for the following storm events:

- (a) For each area of the site that discharge to a receiving stream, the first rain event that reached or exceeds 0.5 inch and allows for monitoring during normal business hours (Monday through Saturday, 8:00 AM to 5:00 PM when construction activity is being conducted by the Primary Permittee) occurs after all clearing and grubbing operations have been completed in the drainage areas of the location selected as the sampling location:
(b) In addition to (a) above, for each area of the site that discharges to a receiving stream, the first rain event that reaches or exceeds 0.5 inch and after the first sampling event and allows for monitoring during normal business hours that occurs either after the first sampling event or after all mass grading operations have been completed in the drainage area of the location selected as location, whichever comes first;
(c) At the time of sampling performed pursuant to (a) and (b) above if BMPs are found to be properly designed, installed and maintained, no further action is required. If BMPs in any area of the site that discharges to a receiving stream are not properly designed, installed and maintained, corrective action shall be defined and implemented within 2 business days, and turbidity samples shall be taken from discharges from that area of the site for each subsequent rain event that reaches or exceeds 0.5 inch during normal business hours the selected turbidity standard is attained, or until post-storm event inspections determine that BMPs are properly designed, installed and maintained. Sanitary Sewer Will be provided by Municipal Authority at the completion of this Project.

RECEIVING WATER SAMPLING:

32. **MANUAL SAMPLING:**

Samples will be taken at the appropriate time as stated in Part IV.D. 5. d. of the permit. Sampling will begin at the designated representative receiving water at the downstream location first. The sample will be taken as far downstream (within the project right of way) of the confluence of the last storm water discharge point, and upstream of any additional discharges not associated with the project. The sample will be taken in the center of the receiving water at a point where mixing of the receiving waters and the project outfall has occurred and produced a homogenous sample. On receiving waters where access to the center of the receiving waters is not practical, several samples from across the receiving waters will be taken and the arithmetic average of the turbidity of these samples will be used for the upstream value. A large mouth, clean, glass or plastic jar/bottle, labeled with project number and location will be used to collect the sample. The sample container will be held such that the opening faces upstream. Once the sample jar/bottle is full and capped, it will be transported to the location where the turbidity testing will be conducted. Samples may be analyzed at the site with properly calibrated portable turbidimeters. All turbidity tests will be conducted immediately but in no case, later than 48 hours after the time the sample was obtained.

Upstream samples will be taken after downstream samples have been acquired. The sample will be taken immediately upstream of the confluence of the first storm water discharge from the project (within the project right of way). The sample will be taken in the center of the receiving water. On receiving waters where access to the center of the receiving waters is not practical, several samples from across the receiving waters will be taken and the arithmetic average of the turbidity of these samples will be used for the upstream value. A large mouth, clean, glass or plastic jar, labeled with project number and location will be used to collect the sample. The sample container will be held such that the opening faces upstream. Once the sample jar/bottle is full and capped, it will be transported to the location where the turbidity testing will be conducted. All turbidity tests will be conducted immediately but in no case, later than 48 hours after the time the sample was obtained.

32. **REPORTING:**

1. THE APPLICABLE PERMITTEES ARE REQUIRED TO SUBMIT A SUMMARY OF THE MONITORING RESULTS TO THE EPD AT THE ADDRESS SHOWN IN PART II.C. BY THE FIFTEENTH DAY OF THE MONTH FOLLOWING THE REPORTING PERIOD. REPORTING PERIODS ARE MONTHS DURING WHICH SAMPLES ARE TAKEN IN ACCORDANCE WITH THIS PERMIT. SAMPLING RESULTS SHALL BE IN A CLEARLY LEGIBLE FORMAT. UPON WRITTEN NOTIFICATION, EPD MAY REQUIRE THE APPLICABLE PERMITTEE TO SUBMIT THE SAMPLING RESULTS ON A MORE FREQUENT BASIS. SAMPLING AND ANALYSIS OF ANY STORM WATER DISCHARGE(S) OR THE RECEIVING WATER(S) BEYOND THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED IN A SIMILAR MANNER TO THE EPD. THE SAMPLING REPORTS MUST BE SIGNED IN ACCORDANCE WITH PART V.G. SAMPLING REPORTS MUST BE SUBMITTED TO EPD UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI.
2. ALL WRITTEN CORRESPONDENCE REQUIRED BY THIS PERMIT SHALL BE SUBMITTED BY RETURN RECEIPT CERTIFIED MAIL (OR SIMILAR SERVICE) TO THE APPROPRIATE DISTRICT OFFICE OF THE EPD ACCORDING TO THE SCHEDULE IN APPENDIX A OF THIS PERMIT. THE PERMITTEE SHALL REMAIN A COPY OF THE PROOF OF SUBMITTAL AT THE CONSTRUCTION SITE OR THE PROOF OF SUBMITTAL SHALL BE READILY AVAILABLE AT A DESIGNATED LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI.

3. ALL MONITORING RESULTS SHALL INCLUDE THE FOLLOWING INFORMATION:
A. THE DATE, EXACT PLACE, AND TIME OF SAMPLING OR MEASUREMENTS;
B. THE NAME(S) OF THE INDIVIDUAL(S) WHO PERFORMED THE SAMPLING AND MEASUREMENTS;
C. THE DATE(S) ANALYSIS WERE PERFORMED;
D. THE TIME(S) ANALYSIS WERE INITIATED;
E. THE NAME(S) OF THE INDIVIDUAL(S) WHO PERFORMED THE ANALYSIS;
F. REFERENCES AND WRITTEN PROCEDURES, WHEN AVAILABLE, FOR THE ANALYTICAL TECHNIQUES OR METHODS USED;
G. THE RESULTS OF SUCH ANALYSIS, INCLUDING THE BENCH SHEETS, INSTRUMENT READOUTS, COMPUTER DISKS OR TAPES, ETC., USED TO DETERMINE THESE RESULTS;
H. RESULTS WHICH EXCEED 1000 NTU SHALL BE REPORTED AS "EXCEEDS 1000 NTU."

MONITORING SITE	PRIMARY OR ALT. SITE	LOCATION	RECIEVING WATERS	CONST. STAGE	UPSTREAM OR DOWNSTREAM	DRAINAGE AREA (SQ. MI)	WARM OR COLD	APPENDIX B NTU VALUE (OUTFALL MONITORING)	ALLOWABLE NTU INCREASE (FOR RECIEVING)	LOCATION DESCRIPTION
	1 PRIMARY	SPILLWAY OUTLET CHANNEL	FLAT CREEK	ALL	DOWNSTREAM	1.15	WARM	75		SPILLWAY OUTLET CHANNEL

E&SC 24-Hr. Contact:
Mr. Scott Langford
803-807-7658

TOTAL DISTURBED ACRES = 3.3
TOTAL PROJECT ACRES = 4.6

33. **RETENTION OF RECORDS:**

1. THE PRIMARY PERMITTEE SHALL RETAIN THE FOLLOWING RECORDS AT THE CONSTRUCTION SITE OR THE RECORDS SHALL BE READILY AVAILABLE AT A DESIGNATED ALTERNATE LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT SUBMITTED TO EPD;
A. A COPY OF ALL NOTICES OF INTENT SUBMITTED TO EPD;
B. A COPY OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN REQUIRED BY THIS PERMIT;
C. THE DESIGN PROFESSIONAL'S REPORT OF THE RESULTS OF THE INSPECTION CONDUCTED IN ACCORDANCE WITH PAR IV.A.5. OF THIS PERMIT;
D. A COPY OF ALL MONITORING INFORMATION, RESULTS, AND REPORTS REQUIRED BY THIS PERMIT;
E. A COPY OF ALL INSPECTION REPORTS GENERATED IN ACCORDANCE WITH PART IV.D.4.A. OF THIS PERMIT;
F. A COPY OF ALL VIOLATION SUMMARIES AND VIOLATION SUMMARY REPORTS GENERATED IN ACCORDANCE WITH PART III.D.2. OF THIS PERMIT; AND
G. DAILY RAINFALL INFORMATION COLLECTED IN ACCORDANCE WITH PART IV.D.4.A(1)(C) OF THIS PERMIT.
2. COPIES OF ALL NOTICES OF INTENT, NOTICES OF TERMINATION, REPORTS, PLANS, MONITORING REPORTS, MONITORING INFORMATION, INCLUDING ALL CALIBRATION AND MAINTENANCE RECORDS AND ALL ORIGINAL STRIP CHART RECORDINGS FOR CONTINUOUS MONITORING INSTRUMENTATION, EROSION , SEDIMENTATION AND POLLUTION CONTROL PLANS, RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT AND ALL OTHER RECORDS REQUIRED BY THIS PERMIT SHALL BE RETAINED BY THE PERMITTEE WHO EITHER PRODUCED OR USED IT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE NOT IS SUBMITTED IN ACCORDANCE WITH PART VI OF THIS PERMIT. THESE RECORDS MUST BE MAINTAINED AT THE PERMITTEE'S PRIMARY PLACE OF BUSINESS OR AT A DESIGNATED ALTERNATIVE LOCATION ONCE THE CONSTRUCTION ACTIVITY HAS CEASED AT THE PERMITTED SITE. THIS PERIOD MAY BE EXTENDED BY REQUEST OF THE EPD AT ANY TIME UPON WRITTEN NOTIFICATION TO THE PERMITTEE.

33. **AUTOMATIC SAMPLING:**

Samples will be taken at the appropriate times as specified in Part IV.D. 5. d. of the permit. Automatic sampling can be accomplished at both upstream and downstream simultaneously by using a sampling device similar to the Isco Model 3700 or 6700. These devices can be triggered by flow meters or rain gages to obtain the required samples. This determination will be made on a project by project basis. The probe for the automatic sampler will be placed in the center of the receiving water at a point as far downstream of the confluence of the last storm water discharge point and upstream of any additional discharges not associated with the project. Samples will remain in the automatic sampler until the next business day, when they will be collected and tested. The probe for upstream sampling will be positioned immediately upstream of the confluence of the first storm water discharge point from the project. The probe will be placed in the center of the receiving water. Samples will remain in the automatic sampler until the next business day, when they will be collected and tested.

TESTING:

All turbidity tests shall be done in accordance with 40 CFR Part 136 (unless other test procedures have been approved); the guidance document titled "NPDES Storm Water Sampling Guidance Document, EPA 833-B-92-001" and guidance documents that may be prepared by the EPD. Turbidity results will be recorded and reported to EPD in accordance with Part IV.E of the permit.

STREAM/POND ENCROACHMENTS

Stream/Pond Buffers will be impacted by this project.

The contractor is not authorized to enter into stream/pond buffers, except as described in the table below:

LOCATION OF BUFFERED STREAMS AND STATE WATERS				STEAM TYPE (WARM/COLD WATER)*	BUFFER IMPACTED	BUFFER VARIANCE REQUIRED
NAME	ALIGNMENT	BEGIN STA.	END STA.			
STREAM 1 (FLAT CREEK)	XXX	640+00	640+00	WARM	YES	NO (EXEMPT)

* Warm water streams have a 25-foot min. buffer as measured from the wrested vegetation. Cold Water streams have a 50-foot min. buffer as measured from the wrested vegetation.



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**EROSION, SEDIMENT & POLLUTION CONTROL
PLANS for LAKE PENDLETON DAM UPGRADES**

EROSION CONTROL NOTES

LAND LOT -	DESIGN MCI	SCALE N/A
DISTRICT - 5th	DRAWN JLP	DATE 10/21/19
SECTION -	CHECK DWJ	FILE NO. 18101-24C
CITY -	APPROVED DWJ	SHEET NO. EC4.0
COUNTY - FAYETTE		
STATE - GEORGIA		


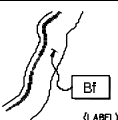
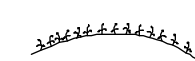


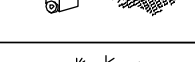




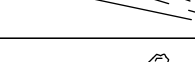

REV. No.	DATE	DESCRIPTION	BY	APP'D

GEORGIA UNIFORM CODING SYSTEM
FOR SOIL EROSION & SEDIMENTATION CONTROL PRACTICES
GEORGIA SOIL AND WATER CONSERVATION COMMISSION

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Cd	CHECKDAM			A small temporary barrier or dam constructed across a swale, drainage ditch or area of concentrated flow.
Ch	CHANNEL STABILIZATION			Improving, constructing or stabilizing an open channel, existing stream, or ditch.
Co	CONSTRUCTION EXIT			A crushed stone pad located at the construction site exit to provide a place for removing mud from tires thereby protecting public streets.
Cr	CONSTRUCTION ROAD STABILIZATION			A travelway constructed as part of a construction plan including access roads, subdivision roads, parking areas and other on-site vehicle transportation routes.
Dc	STREAM DIVERSION CHANNEL			A temporary channel constructed to convey flow around a construction site while a permanent structure is being constructed.
Di	DIVERSION			An earth channel or dike located above, below, or across a slope to divert runoff. This may be a temporary or permanent structure.
Dn1	TEMPORARY DOWNDRAIN STRUCTURE			A flexible conduit of heavy-duty fabric or other material designed to safely conduct surface runoff down a slope. This is temporary and inexpensive.
Dn2	PERMANENT DOWNDRAIN STRUCTURE			A paved chute, pipe, sectional conduit or similar material designed to safely conduct surface runoff down a slope.
Fr	FILTER RING			A temporary stone barrier constructed at storm drain inlets and pond outlets.
Ga	GABION			Rock filter baskets which are hand-placed into position forming soil stabilizing structures.
Gr	GRADE STABILIZATION STRUCTURE			Permanent structures installed to protect channels or waterways where otherwise the slope would be sufficient for the running water to form gullies.
Lv	LEVEL SPREADER			A structure to convert concentrated flow of water into less erosive sheet flow. This should be constructed only on undisturbed soils.
Rd	ROCK FILTER DAM			A permanent or temporary stone filter dam installed across small streams or drainageways.
Re	RETAINING WALL			A wall installed to stabilize cut and fill slopes where maximum permissible slopes are not obtainable. Each situation will require special design.
Rt	RETRO FITTING			A device or structure placed in front of a permanent stormwater detention pond outlet structure to serve as a temporary sediment filter.
Sd1	SEDIMENT BARRIER			A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, brush, logs and poles, gravel, or a silt fence.
Sd2	INLET SEDIMENT TRAP			An impounding area created by excavating around a storm drain drop inlet. The excavated area will be filled and stabilized on completion of construction activities.
Sd3	TEMPORARY SEDIMENT BASIN			A basin created by excavation or a dam across a waterway. The surface water runoff is temporarily stored allowing the bulk of the sediment to drop out.
Sd4	TEMPORARY SEDIMENT TRAP			A small temporary pond that drains a disturbed area so that sediment can settle out. The principle feature distinguishing a temporary sediment trap from a temporary sediment basin is the lack of a pipe or riser.
Sk	FLOATING SURFACE SKIMMER			A buoyant device that releases/drains water from the surface of sediment ponds, traps, or basins at a controlled rate of flow.
Spb	SEEP BERM			Linear control device constructed as a diversion perpendicular to the direction of runoff to encourage dispersion and infiltration, while creating multiple sedimentation chambers with the employment of intermediate dikes.
Sr	TEMPORARY STREAM CROSSING			A temporary bridge or culvert-type structure protecting a stream or watercourse from damage by crossing construction equipment.
St	STORMDRAIN OUTLET PROTECTION			A paved or short section of riprap channel at the outlet of a storm drain system preventing erosion from the concentrated runoff.
Su	SURFACE ROUGHENING			A rough soil surface with horizontal depressions on a contour or slopes left in a roughened condition after grading.
Tc	TURBIDITY CURTAIN			A floating or staked barrier installed within the water (it may also be referred to as a floating boom, silt barrier, or silt curtain).
Tp	TOPSOILING			The practice of stripping off the more fertile soil, storing it, then spreading it over the disturbed area after completion of construction activities.
Tr	TREE PROTECTION			To protect desirable trees from injury during construction activity.
Wt	VEGETATED WATERWAY OR STORMWATER CONVEYANCE CHANNEL			Paved or vegetative water outlets for diversions, terraces, berms, dikes or similar structures.

VEGETATIVE PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Bf	BUFFER ZONE			Strip of undisturbed original vegetation, enhanced or restored existing vegetation or the reestablishment of vegetation surrounding an area of disturbance or bordering streams.
Cs	COASTAL DUNE STABILIZATION (WITH VEGETATION)		Cs	Planting vegetation on dunes that are denuded, artificially constructed, or re-nourished.
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)		Ds1	Establishing temporary protection for disturbed areas where seedlings may not have a suitable growing season to produce an erosion retarding cover.
Ds2	DISTURBED AREA STABILIZATION (WITH TEMP. SEEDING)		Ds2	Establishing a temporary vegetative cover with fast growing seedlings on disturbed areas.
Ds3	DISTURBED AREA STABILIZATION (WITH PERM SEEDING)		Ds3	Establishing a permanent vegetative cover such as trees, shrubs, vines, grasses, or legumes on disturbed areas.
Ds4	DISTURBED AREA STABILIZATION (SOSeEDING)		Ds4	A permanent vegetative cover using sods on highly erodible or critically eroded lands.
Du	DUST CONTROL ON DISTURBED AREAS		Du	Controlling surface and air movement of dust on construction site, roadways and similar sites.
Fl-Co	FLOCCULANTS AND COAGULANTS		Fl-Co	Substance formulated to assist in the solids/liquid separation of suspended particles in solution.
Sb	STREAMBANK STABILIZATION (USING PERM. VEGETATION)		Sb	The use of readily available native plant materials to maintain and enhance streambanks, or to prevent, or restore and repair small streambank erosion problems.
Ss	SLOPE STABILIZATION		Ss	A protective covering used to prevent erosion and establish temporary or permanent vegetation on steep slopes, shore lines, or channels.
Tac	TACKIFIERS AND BINDERS		Tac	Substance used to anchor straw or hay mulch by causing the organic material to bind together.

CONSTRUCTION SCHEDULE

[illegible]

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.

State of Georgia
Department of Natural Resources
Environmental Protection Division

Page 36 of 37
Permit No. GAR100002

APPENDIX B

Nephelometric Turbidity Unit (NTU) TABLES

Trout Streams

Surface Water Drainage Area, square miles

		0-4.99	5-9.99	10-24.99	25-49.99	50-99.99	100-249.99	250-499.99	500+
Site Size, acres	1.00-10	25	50	75	150	300	500	500	500
	10.01-25	25	25	50	75	150	200	500	500
	25.01-50	25	25	25	50	75	100	300	500
	50.01-100	20	25	25	35	59	75	150	300
	100.01+	20	20	25	25	25	50	60	100

Waters Supporting Warm Water Fisheries

Surface Water Drainage Area, square miles

		0-4.99	5-9.99	10-24.99	25-49.99	50-99.99	100-249.99	250-499.99	500+
Site Size, acres	1.00-10	75	150	200	400	750	750	750	750
	10.01-25	50	100	100	200	300	500	750	750
	25.01-50	50	50	100	100	200	300	750	750
	50.01-100	50	50	50	100	100	150	300	600
	100.01+	50	50	50	50	50	100	200	100

To use these tables, select the size (acres) of the construction site. Then, select the surface water drainage area (square miles). The NTU matrix value arrived at from the above tables is the one to use in Part III.D.4.

Example 1: For a site size of 12.5 acres and a "trout stream" drainage area of 37.5 square miles, the NTU value to use in Part III.D.4. is 75 NTU.

Example 2: For a site size of 51.7 acres and “waters supporting warm water fisheries” drainage area of 72 square miles, the NTU value to use in Part III.D.4. is 100 NTU.

GSWCC 2016 Edition

*E&SC 24-Hr. Contact:
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803-807-7658*

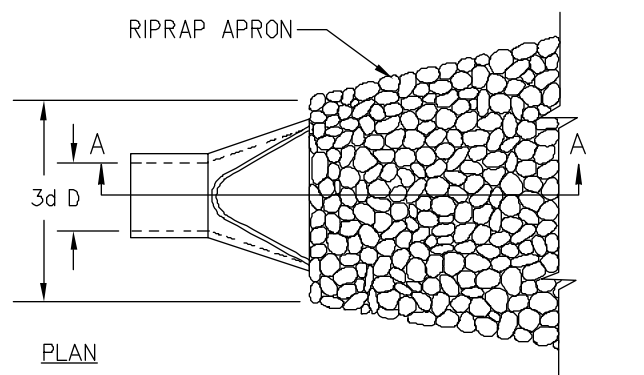
TOTAL DISTURBED ACRES = 3.3
TOTAL PROJECT ACRES = 4.6



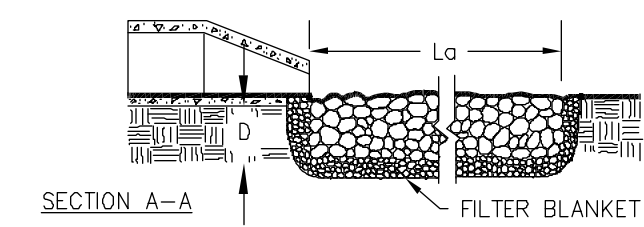
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					DISTRICT - 5th	DRAWN	JLP	DATE	10/21/19
					SECTION -				
					CITY -	CHECK		FILE NO.	18101-24C
					COUNTY - FAYETTE	APPROVED	DIWJ	SHEET NO.	EC5.0
REV. No.	DATE	DESCRIPTION	BY	APP'D	STATE - GEORGIA				

RIPRAP OUTLET PROTECTION

PIPE OUTLET TO FLAT AREA – NO WELL DEFINED CHANNEL



- NOTES:
1. L_a IS THE LENGTH OF THE RIPRAP APRON.
 2. $D = 1.5$ TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6".
 3. IN A WELL-DEFINED CHANNEL, EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK (WHICHEVER IS LESS).
 4. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND THE SOIL FOUNDATION.



PIPE OUTLET TO WELL DEFINED CHANNEL

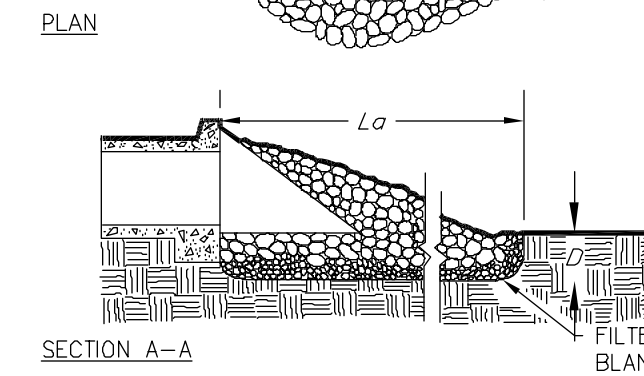
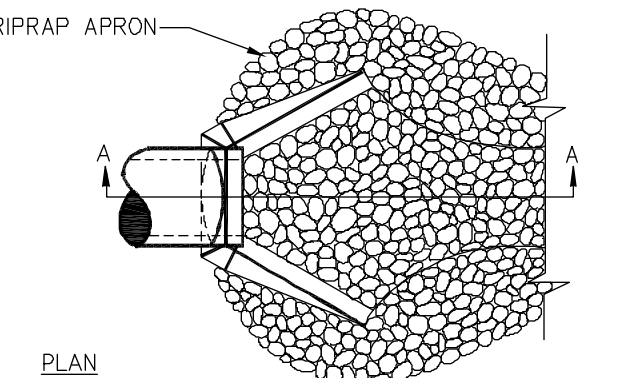


Figure 6-34.3 - Riprap Outlet Protection (Modified from VA SWCC)

Sf RIP-RAP OUTLET PROTECTION

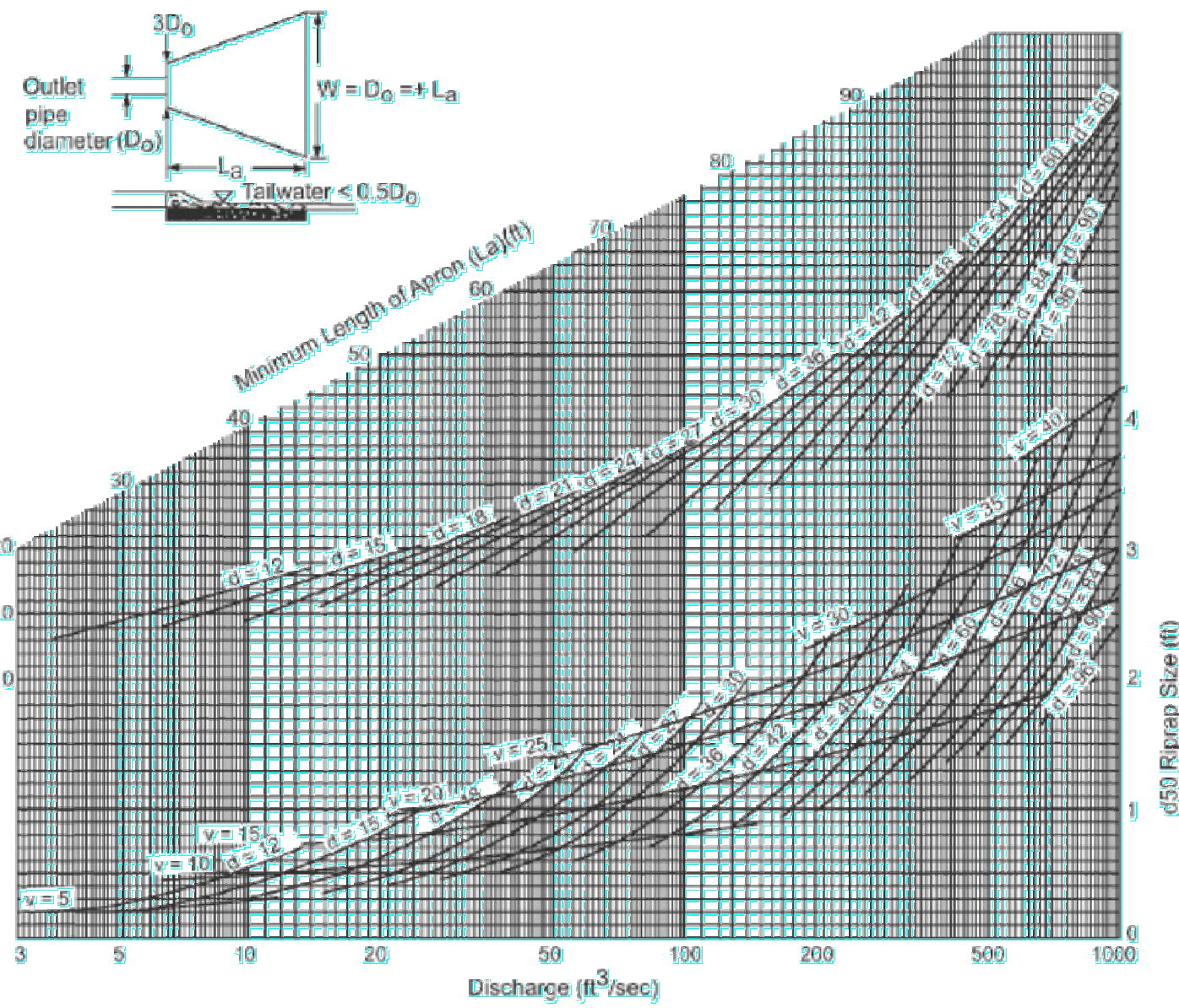


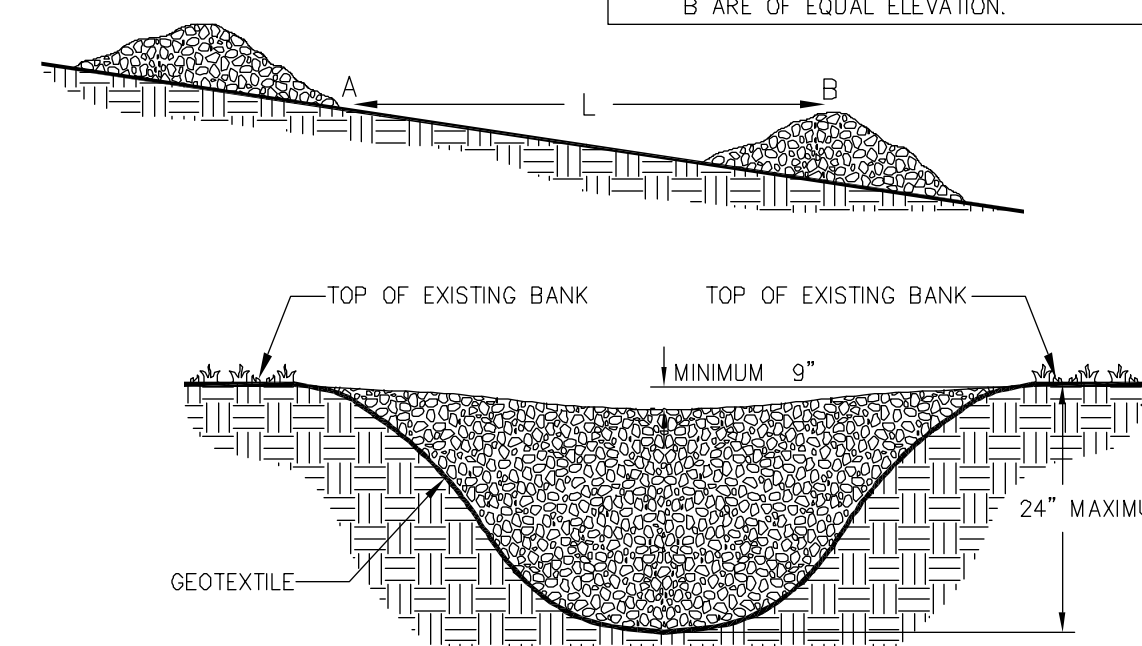
Figure 6-34.1 - Design of Outlet Protection From a Round Pipe Flowing Full, Minimum Tailwater Condition ($T_w < 0.5$ Diameter)

HW-A1: $V_{.25PMP} = 8.4$ FPS
 $W_1 = 9'$
 $W_2 = 30'$
 $L_a = 21'$
STONE SIZE = 18"
PAD THICKNESS = 27" MIN.
(TYPICAL FOR EACH PIPE)

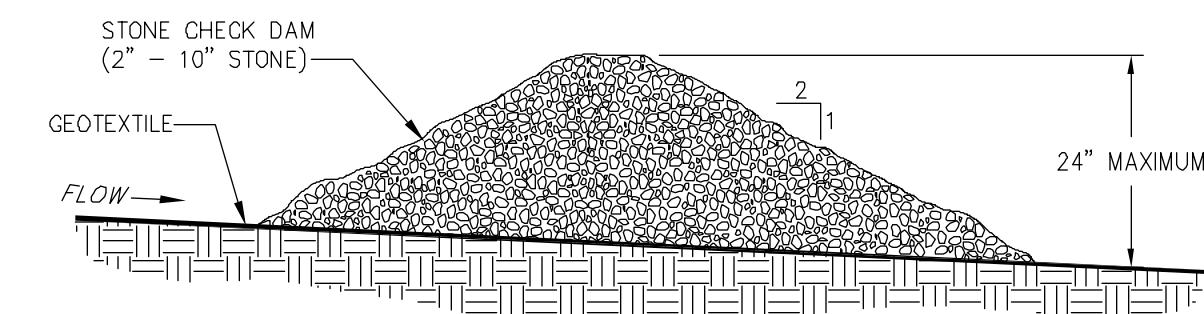
HW-B1: $V_{100} = 3.2$ FPS
 $W_1 = 4.5'$
 $W_2 = 14.5'$
 $L_a = 10'$
STONE SIZE = 12"
PAD THICKNESS = 18" MIN.

SPACING BETWEEN CHECK DAMS

- A = THE TOE OF THE UPSTREAM CHECK DAM.
B = TOP OF THE DOWNSTREAM CHECK DAM.
L = THE DISTANCE SUCH THAT POINTS A AND B ARE OF EQUAL ELEVATION.



CROSS SECTION



PROFILE VIEW

- NOTES:
1. CHECK DAMS ARE TO BE USED ONLY IN SMALL OPEN CHANNELS (THEY ARE NOT TO BE USED IN LIVE STREAMS).
 2. THE DRAINAGE AREA FOR STONE CHECK DAMS SHALL NOT EXCEED TWO ACRES.
 3. THE CENTER OF THE CHECK DAM MUST BE AT LEAST 9 INCHES LOWER THAN THE OUTER EDGES.
 4. THE DAM HEIGHT SHOULD BE A MAXIMUM OF 2 FEET FROM CENTER TO RIM EDGE.
 5. THE SIDE SLOPES OF THE CHECK DAM SHALL NOT EXCEED A 2:1 SLOPE.
 6. GEOTEXTILE SHALL BE USED TO PREVENT THE MITIGATION OF SUBGRADE SOIL PARTICLES INTO THE STONES (REFER TO AASHTO M288-96, SECTION 7.3, TABLE 3).

Cd STONE CHECK DAM

Excavated Sediment Trap

Structure No: EXISTING STAND PIPE

- 1 Drainage Area: 15 ac
- 2 Required sediment storage = 67 cy/ac x drainage area
Required sediment storage = 67 cy/ac x 15 ac
Required sediment storage = 1005 cy = 27,135 cf
- 3 Assumed excavation depth (min. of 1.5 ft) = 1.5 ft
- 4 Assumed side slopes (no steeper than 2:1) = 2 :1
- 5 Determine required surface area
SA = Required sediment volume / Depth
SA = 27,135 cf / 3 ft
SA = 9045 sf
- 6 Assume shape of excavation and determine dimensions
(Rectangular shape with 2:1 length to width ratio is recommended)
Shape: EXISTING LAKE BED

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803-807-7658

TOTAL DISTURBED ACRES = 3.3
TOTAL PROJECT ACRES = 4.6



REV. No.	DATE	DESCRIPTION	BY	APPD	STATE	DESIGN	SCALE
1	2-13-25	PER SDP REVIEW COMMENTS	DJ	DJ	GEORGIA	MCI	N/A
						JLP	10/21/19
						DWJ	FILE NO. 18101-24C
						DWJ	SHEET NO. EC7.0

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EROSION, SEDIMENT & POLLUTION CONTROL
PLANS for LAKE PENDLETON DAM UPGRADES

EROSION CONTROL DETAILS

STRAW OR HAY MULCH SHALL BE ANCHORED IMMEDIATELY AFTER APPLICATION. MULCH MAY BE ANCHORED BY MECHANICALLY PRESSING INTO SURFACE. IF SPREAD WITH BLOWER EQUIPMENT, MULCH SHALL BE ANCHORED WITH EMULSIFIED ASPHALT (GRADE AE-5 OR SS-1)--100 GAL. ASPHALT + 100 GAL. WATER PER TON OF MULCH. NETTING SHALL BE USED TO ANCHOR WOOD WASTE AND CHIPS. POLYETHYLENE SHALL BE TRENCHED IN AT EDGES.

GRASS	VARIETY	GROWING SEASON
BERMUDA	COMMON TIFWAY TIFGREEN, TIFLAWN	WARM WEATHER

GRASS TYPE	PLANTING YEAR	FERTILIZER (NPK)	RATE (LBS/ ACRE)	NITROGEN TOP DRESSING (LBS/ ACRE)
WARM SEASON GRASSES	1ST	6-12-12	1500	50-100
	2ND	6-12-12	800	50-100
	MAINTENANCE	10-10-10	400	30

NOTE:
DO NOT PLANT OR MULCH WITHIN THE LAKE BED
WHILE THE LAKE HAS BEEN LOWERED DURING CONSTRUCTION.
VOLUNTEER VEGETATION WITHIN THE LAKE BED SHALL BE
BUSH-HOGGED AND BURIED PRIOR TO RE-FILLING THE LAKE

* - Lespedeza and Lovegrass are excluded for use on CAT I dam embankments.

PLANT, PLANTING RATES, AND PLANTING DATED FOR TEMPORARY COVER OR COMPANION CROPS

4/ Temporary cover crops are very competitive and will crown out perennials if seeded too heavily.

TOTAL DISTURBED ACRES = 3.3
TOTAL PROJECT ACRES = 4.6



EROSION, SEDIMENT & POLLUTION CONTROL
PLANS for LAKE PENDLETON DAM UPGRADES

LAND LOT -	DESIGN	SCALE
DISTRICT - 5th	MCI	N/A
SECTION -	DRAWN	DATE
CITY -	JLP	10/21/19
COUNTY - FAYETTE	CHECK	FILE NO.
STATE - GEORGIA	DWJ	18101--24C
	APPROVED	SHEET NO.
	DWJ	EC8.0

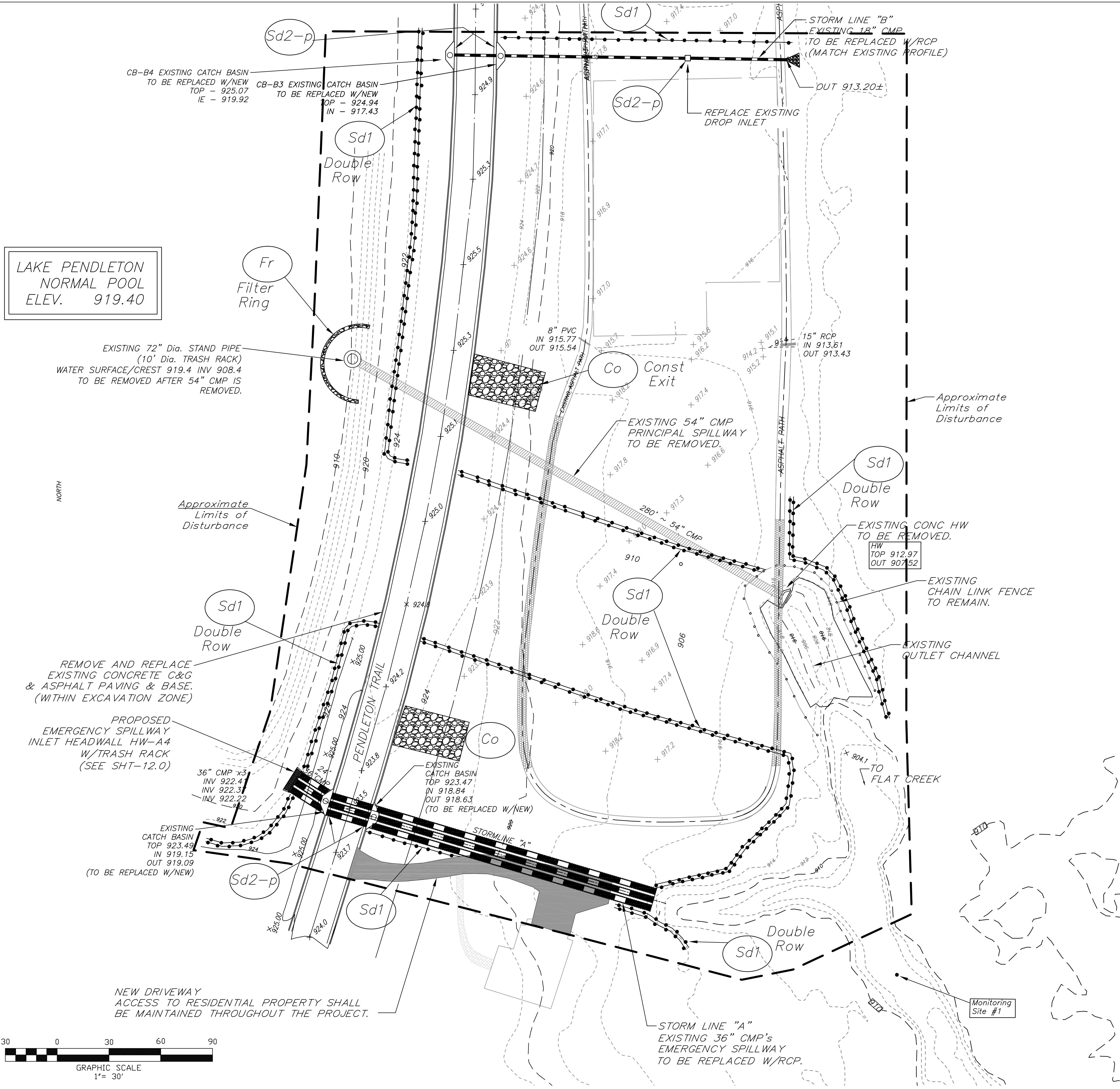
NOTES:

EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

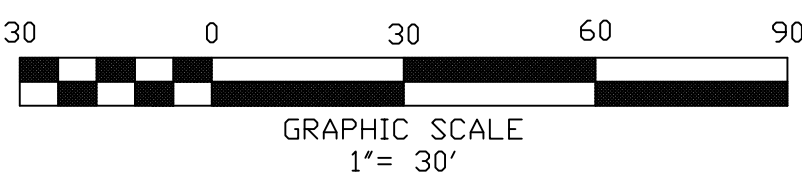
"THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES."

"EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE."

"ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING."



LAKE PENDLETON
NORMAL POOL
ELEV. 919.40



ESPC 24-HR CONTACT:
MR. SCOTT LANGFORD
803-807-7658

Total Disturbed Area = 4.2 Ac
Total Project Area = 4.6 Ac



REV. No.	DATE	DESCRIPTION	BY	APP'D	STATE - GEORGIA	CITY - TYRONE	COUNTY - FAYETTE	DESIGN MCI	DRAWN JTB, DWJ	CHECK DWJ	APPROVED DWJ	SCALE 1" = 30'	DATE 10/21/19	FILE NO. 18101-24C	SHEET NO. EC 9.0
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FAX: 770-719-3377

EROSION, SEDIMENT & POLLUTION CONTROL
PLANS for LAKE PENDLETON DAM UPGRADES

INITIAL PHASE			
LAND LOT - 108	DESIGN	MCI	SCALE 1" = 30'
DISTRICT - 7th	DRAWN	JTB, DWJ	DATE 10/21/19
SECTION -	CHECK	DWJ	FILE NO. 18101-24C
CITY - TYRONE	APPROVED	DWJ	SHEET NO. EC 9.0
COUNTY - FAYETTE			
STATE - GEORGIA			

NOTES:

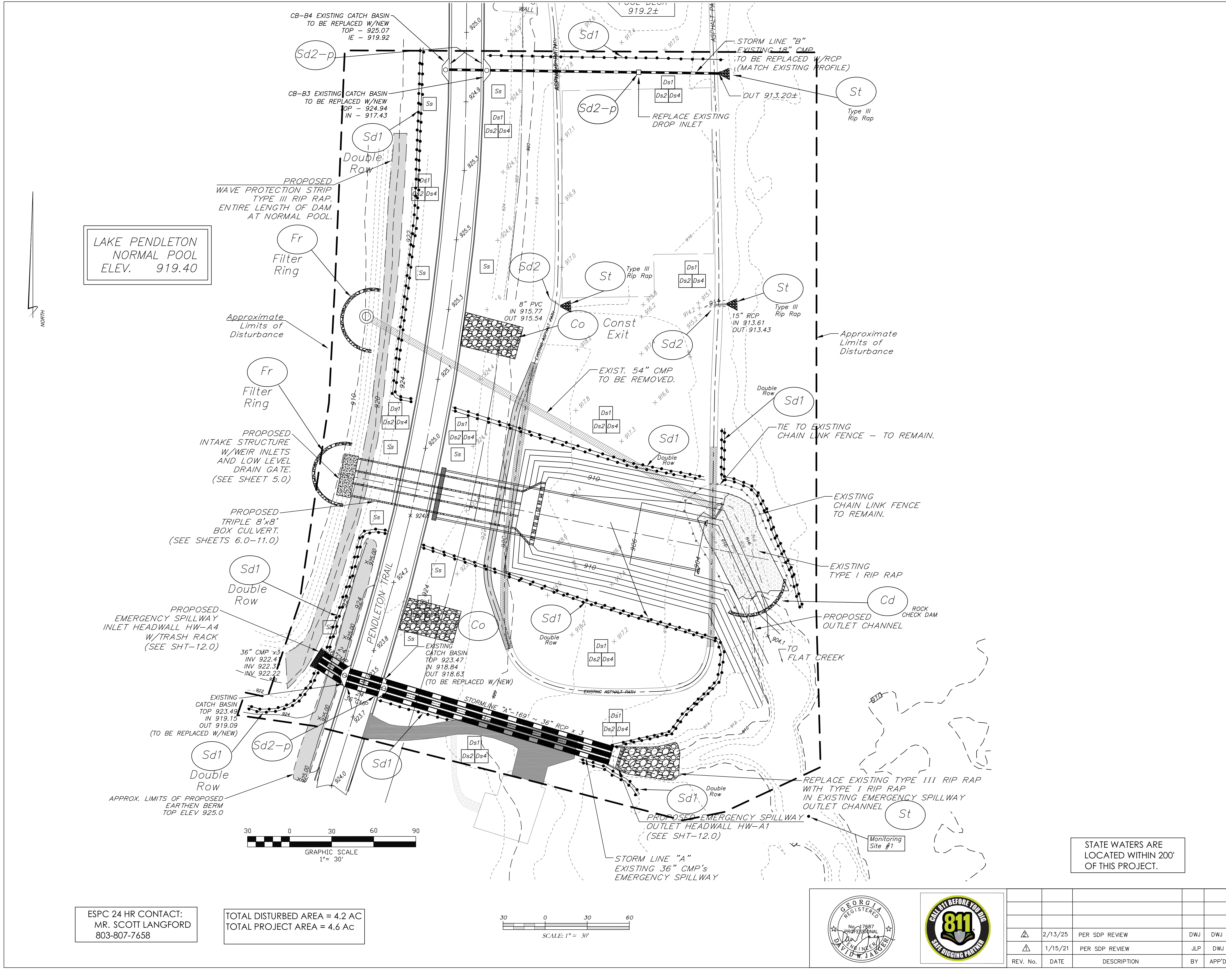
EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

"THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES."

"EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE."

"ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING."

DURING CONSTRUCTION, TEMPORARY SEDIMENT STORAGE WILL BE PROVIDED WITHIN THE TEMPORARY LOWERED LAKE BED. SEDIMENT COLLECTED IN THIS AREA SHALL BE COLLECTED AND DISPOSED OF OFF-SITE PRIOR TO RE-FILLING THE LAKE AFTER COMPLETION OF THE DAM IMPROVEMENTS.



ESPC 24 HR CONTACT:
MR. SCOTT LANGFORD
803-807-7658

TOTAL DISTURBED AREA = 4.2 AC
TOTAL PROJECT AREA = 4.6 AC



REV. No.	DATE	DESCRIPTION	BY	APP'D	STATE	GEORGIA	DESIGN	MCI	SCALE	1" = 30'
							DRAWN	JTB, DWJ	DATE	10/21/19
							CHECK	DWJ	FILE NO.	18101-24C
							APPROVED	DWJ	SHEET NO.	EC10.0



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EROSION, SEDIMENT & POLLUTION CONTROL
PLANS for LAKE PENDLETON DAM UPGRADES

INTERMEDIATE PHASE

STATE WATERS ARE
LOCATED WITHIN 200'
OF THIS PROJECT.

NOTES:

EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

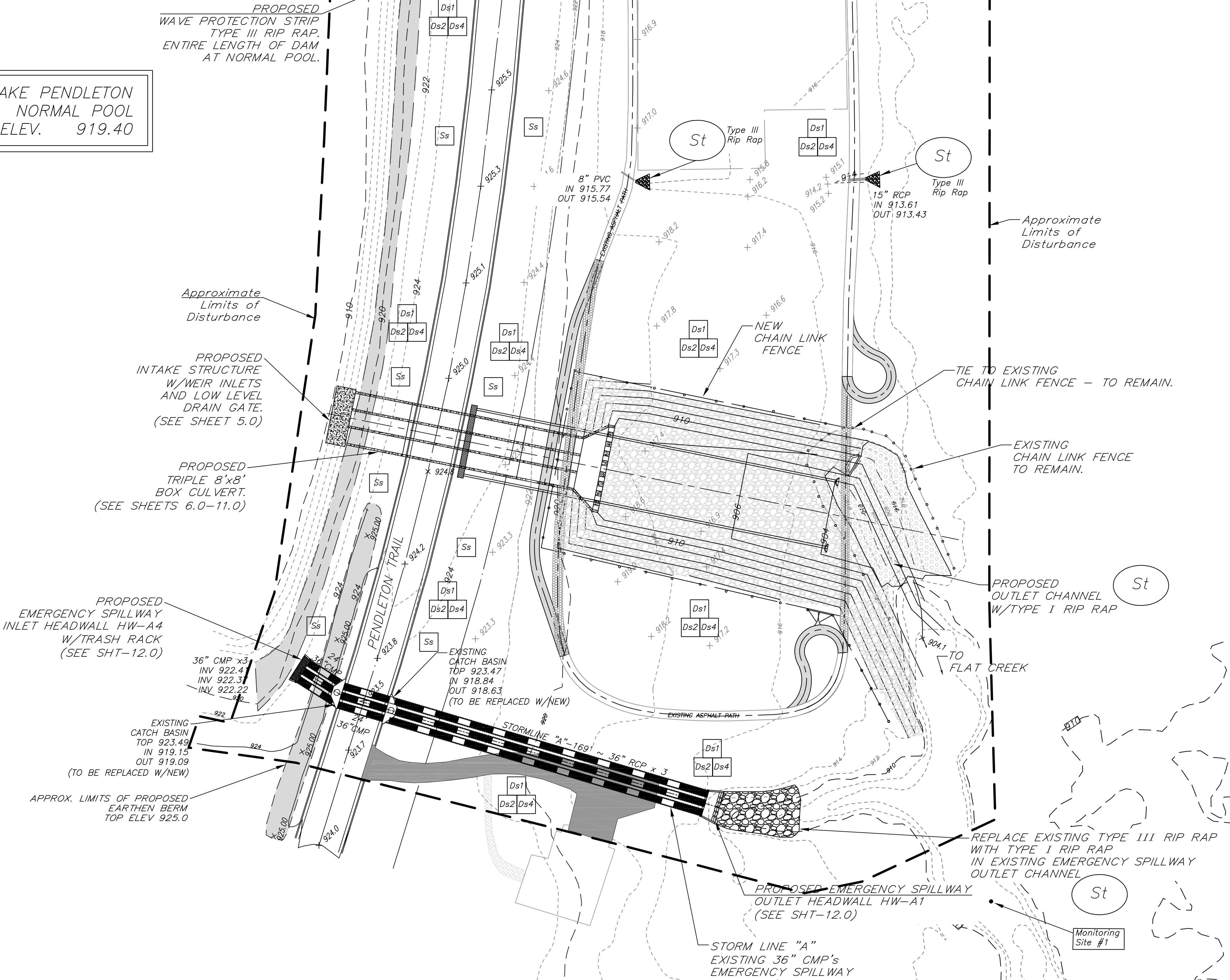
"THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES."

"EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE."

"ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING."

DURING CONSTRUCTION, TEMPORARY SEDIMENT STORAGE WILL BE PROVIDED WITHIN THE TEMPORARY LOWERED LAKE BED. SEDIMENT COLLECTED IN THIS AREA SHALL BE COLLECTED AND DISPOSED OF OFF-SITE PRIOR TO RE-FILLING THE LAKE AFTER COMPLETION OF THE DAM IMPROVEMENTS.

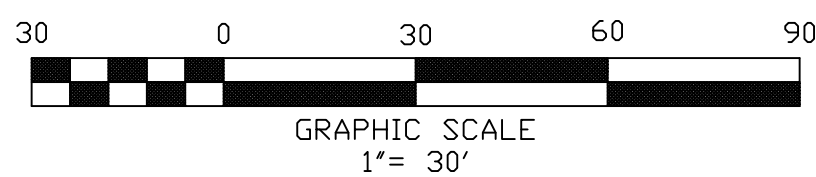
LAKE PENDLETON
NORMAL POOL
ELEV. 919.40



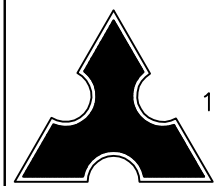
STATE WATERS ARE
LOCATED WITHIN 200'
OF THIS PROJECT.

ESPC 24 HR CONTACT:
MR. SCOTT LANGFORD
803-807-7658

TOTAL DISTURBED AREA: 4.2 AC
TOTAL PROJECT AREA: 4.6 AC



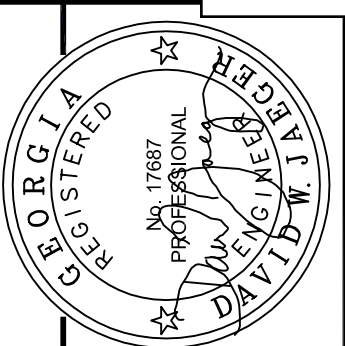
REV. No.	DATE	DESCRIPTION	BY	APP'D	STATE	LAND LOT - 108	DESIGN	SCALE
						DISTRICT - 7th	MCI	1" = 30'
						SECTION -	JTB, DWJ	DATE 10/21/19
						CITY - TYRONE	CHECK	FILE NO. 18101-24C
						COUNTY - FAYETTE	DWJ	SHEET NO. EC11.0
						STATE - GEORGIA	APPROVED DWJ	



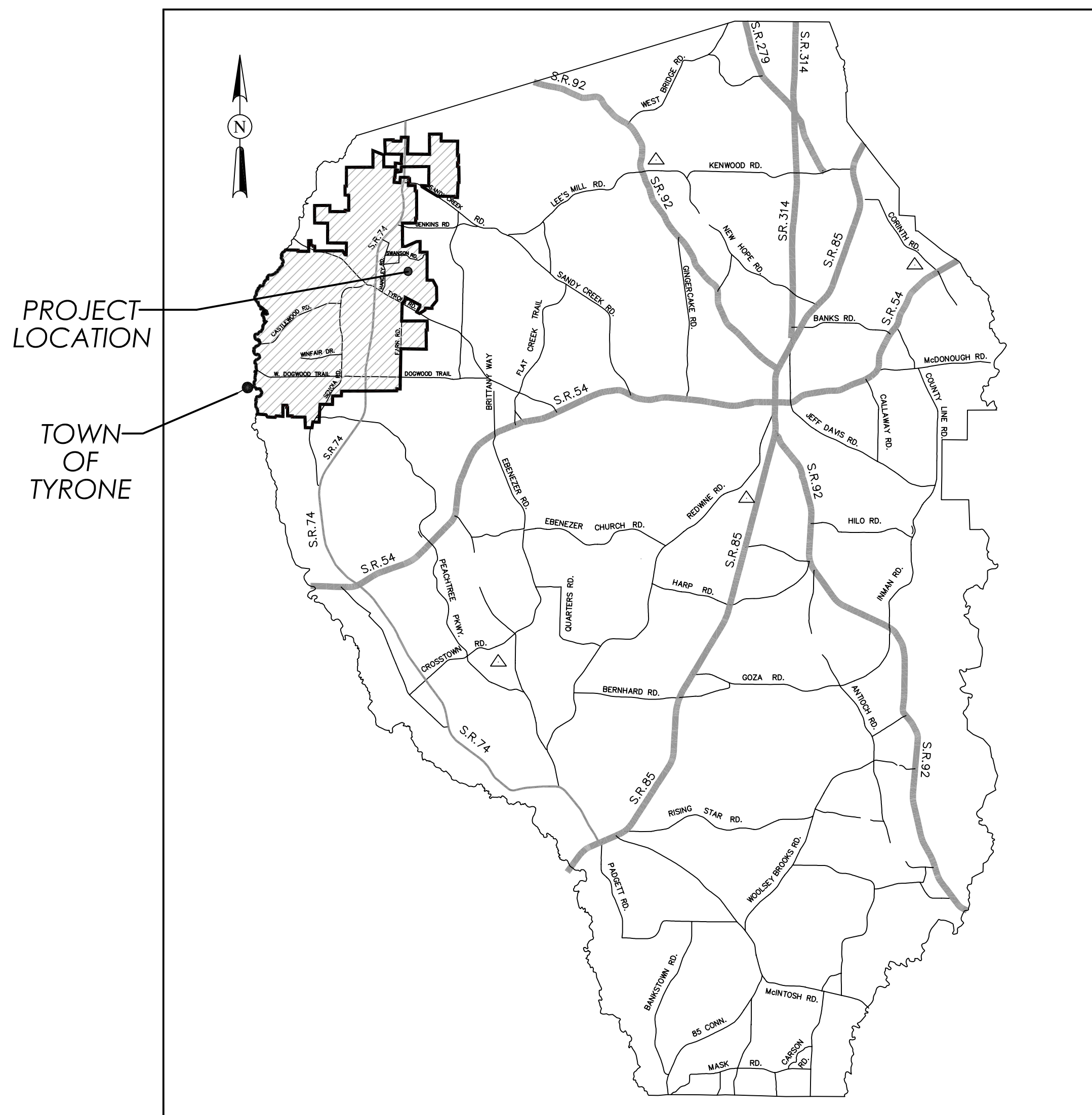
Mallett Consulting, Inc.
101 DEVANT ST., SUITE 804 FAYETTEVILLE, GEORGIA 30214
PHONE: 770-719-3333
FAX: 770-719-3377

EROSION, SEDIMENT & POLLUTION CONTROL
PLANS for LAKE PENDLETON DAM UPGRADES

FINAL PHASE



CATEGORY I
LAKE PENDLETON DAM UPGRADES
for
TOWN of TYRONE, GEORGIA
PENDLETON HOME OWNERS ASSOCIATION
MR. BENJAMIN GAXIOLA
MR. CORY BURKE & MS. SUZANNE DEITER



LOCATION MAP
FAYETTE COUNTY

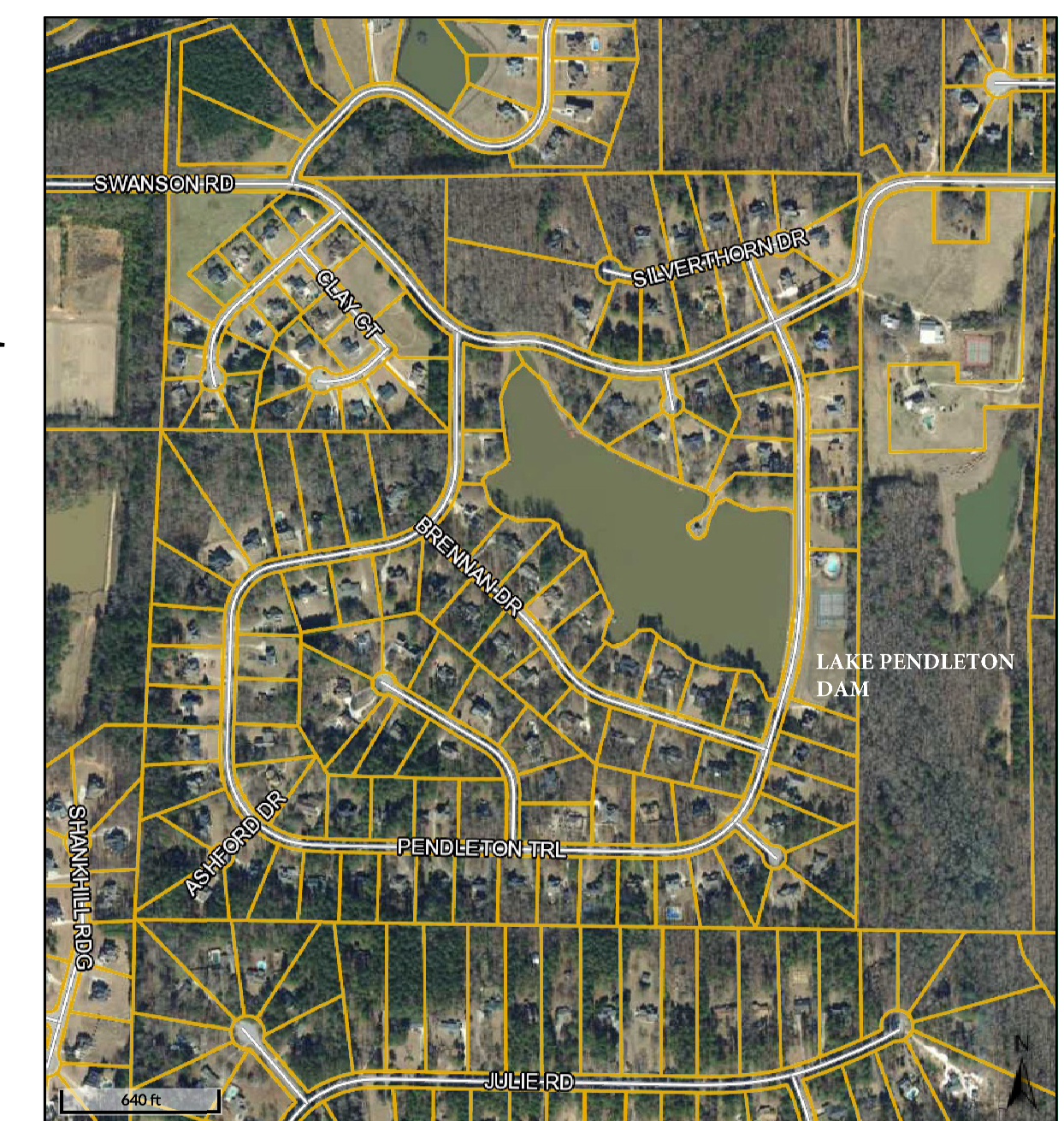
AUTHORIZED BY:
TOWN OF TYRONE, GEORGIA

881 Senoia Road
Tyrone, Georgia 30290
P: 770-487-4038

Eric Dial - Mayor
Gloria Furr - Council Member (Mayor Pro Tem)
Jessica Whelan - Council Member
Dia Hunter - Council Member
Billy Cam[bell - Council Member

24 Hour Emergency Contact and Erosion Control Contact:

NAME: Scott Langford
ADDRESS: 881 Senoia Road
Tyrone, GA 30292
PHONE: 803-807-7658



PROJECT LOCATION MAP
Enlarged View

DRAWING INDEX

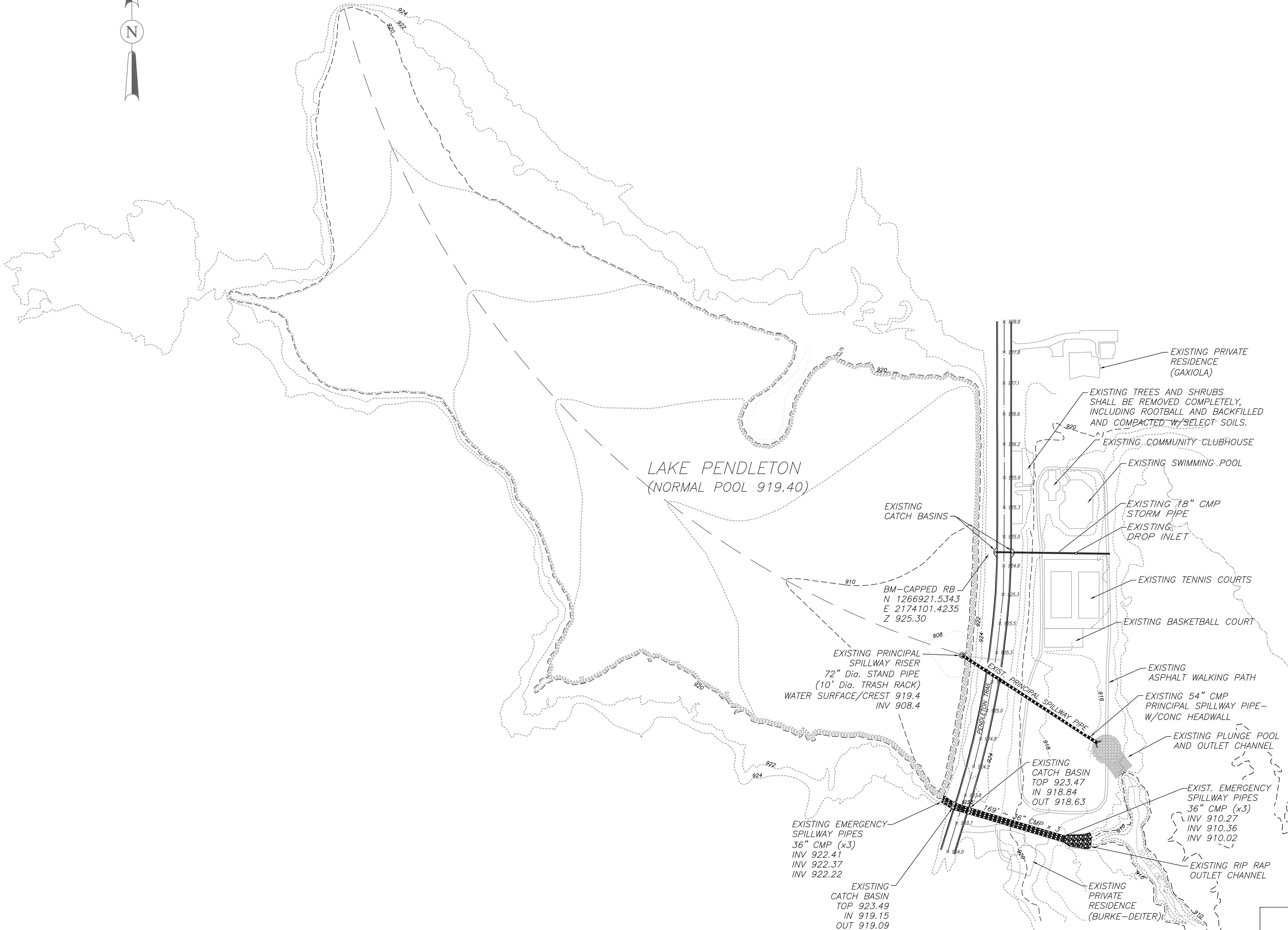
SHEET NO.	DESCRIPTION
1.0	COVER, LOCATION MAPS AND INDEX
2.0	EXISTING CONDITIONS
3.0	SITE PLAN
4.0	SECTIONS AT BOX CULVERT & INTERNAL DRAINS
4.1	DETAILS
5.0	INTAKE STRUCTURE
6.0-11.0	BOX CULVERT DETAILS
12.0-12.3	STORM LINE "A" DETAILS & PROFILE
13.0	STORM LINE "B" PROFILE
14.0	DROP INLET DETAILS
15.0	UTILITY PLAN, PAVING PLAN & CONSTRUCTION DETAILS
16.0	ASPHALT PATH MODIFICATIONS
EC1.0 - EC11.0	EROSION, SEDIMENT & POLLUTION CONTROL PLANS

CATEGORY I LAKE PENDLETON DAM UPGRADES
for TOWN OF TYRONE, GEORGIA

COVER, LOCATION MAP AND INDEX

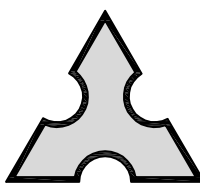
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PHONE: 770-719-3333
FAX: 770-719-3377

REV. NO.	DATE	DESCRIPTION	BY	APPD	DWJ	DWJ	DESIGN	MCI	SCALE	N.T.S.
5	6-9-25	PER SDP REVIEW	DJ	DWJ	DWJ	DWJ	DWJ	DWJ	DWJ	DWJ
4	2-13-25	PER SDP REVIEW	DJ	DWJ	DWJ	DWJ	DWJ	DWJ	DWJ	DWJ
3	5-10-24	PER SDP REVIEW	DJ	DWJ	DWJ	DWJ	DWJ	DWJ	DWJ	DWJ
2	7-10-23	PER SDP REVIEW	DJ	DWJ	DWJ	DWJ	DWJ	DWJ	DWJ	DWJ
1	18-01-24C	PER SDP REVIEW	DJ	DWJ	DWJ	DWJ	DWJ	DWJ	DWJ	DWJ



SEE NOTE REGARDING
REMOVAL OF EXISTING TREES & SHRUBS

FIELD WORK FOR EXISTING CONDITIONS SURVEY DATED 5-15-2018

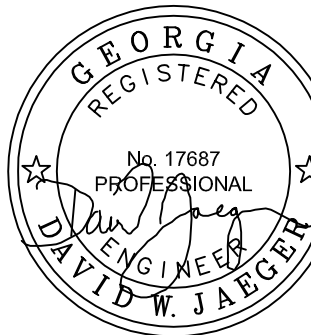
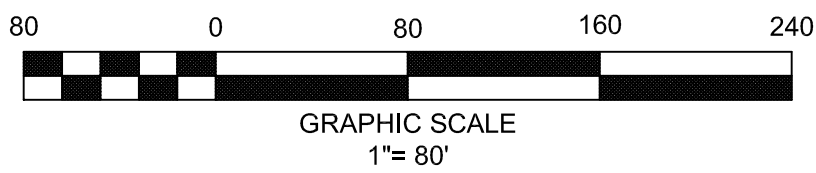


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PENDLETON LAKE DAM

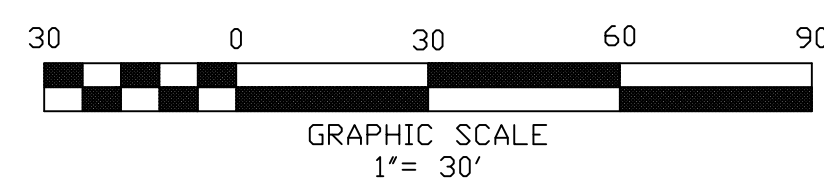
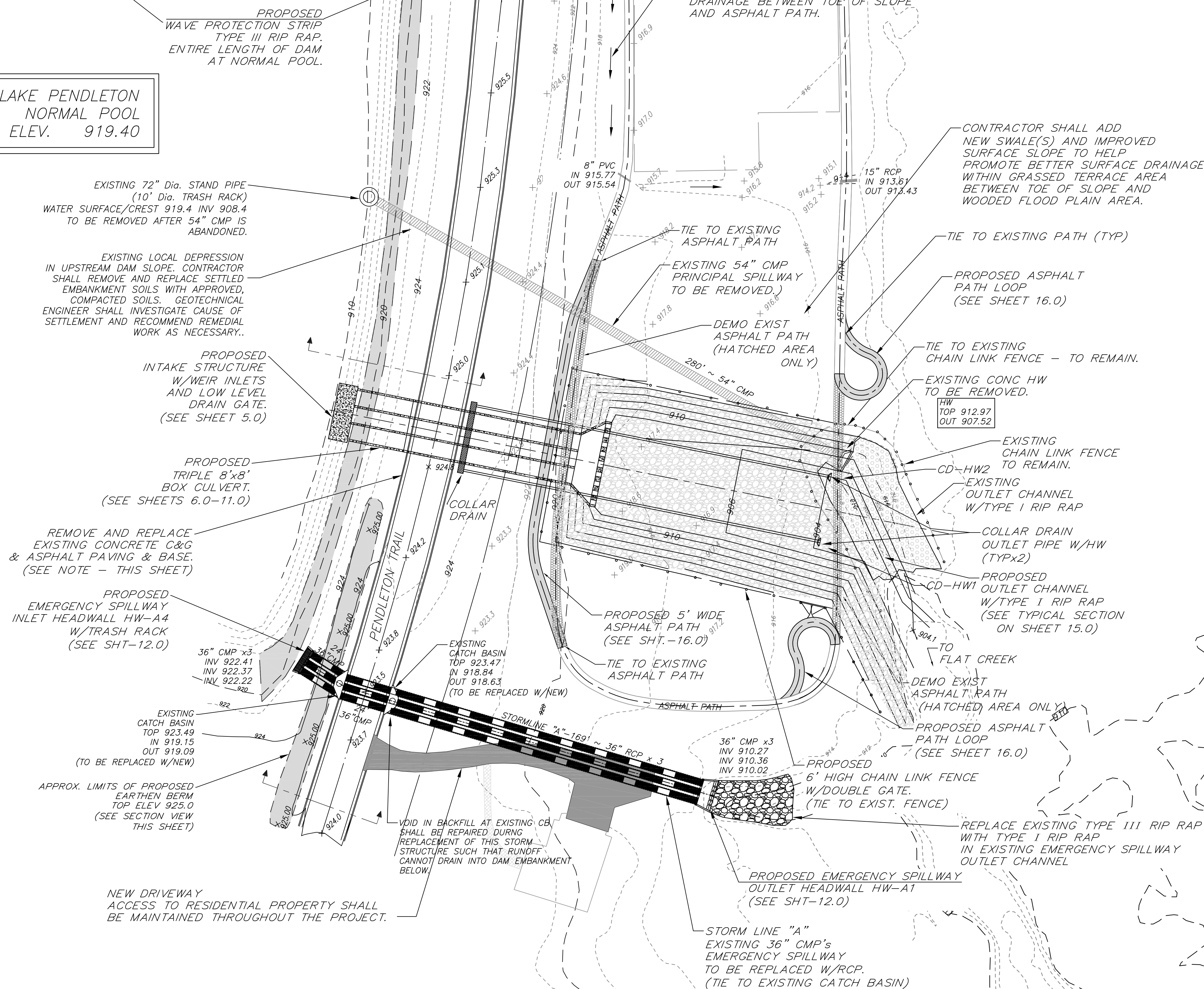
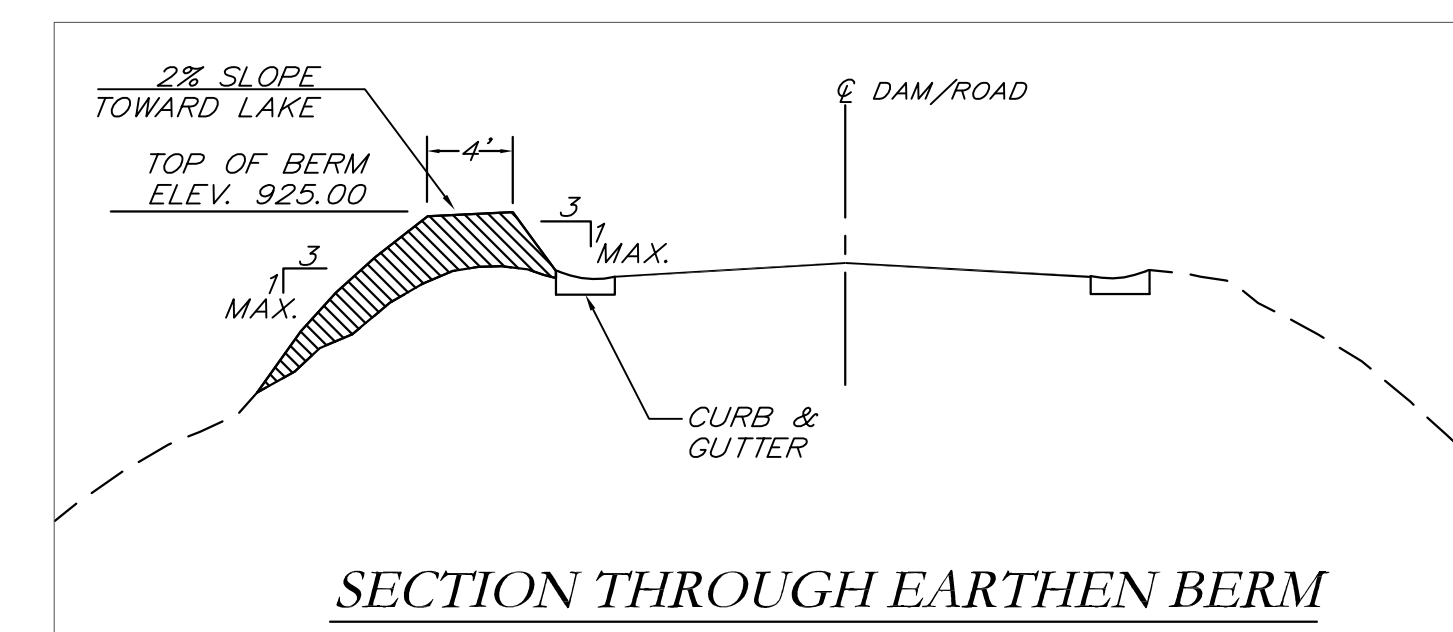
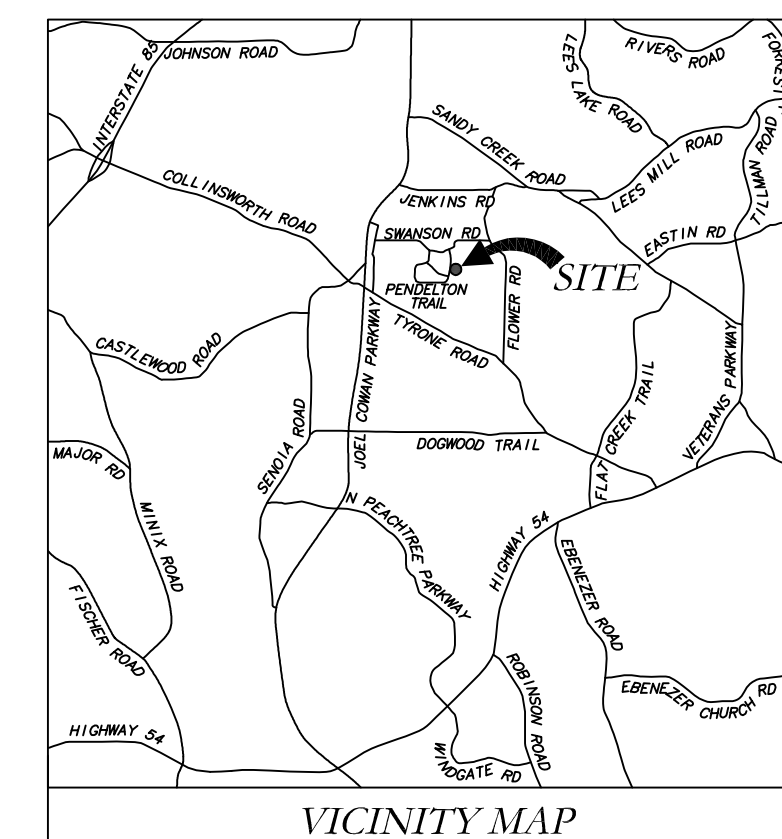
EXISTING CONDITIONS







					LAND LOT -	DESIGN	MCI	SCALE	1"=80'
					DISTRICT -	DRAWN	JLP & DWJ	DATE	10/21/19
3	5-10-24	PER SDP REVIEW	DWJ	DWJ	SECTION -	CHECK	DWJ	FILE NO.	18101-24
2	7-10-23	PER SDP REVIEW	DWJ	DWJ	CITY -	APPROVED	DWJ	SHEET NO.	2.0
1	1/15/21	PER SDP REVIEW	JLP	DWJ	COUNTY - FAYETTE				
REV. No.	DATE	DESCRIPTION	BY	APP'D	STATE - GEORGIA				



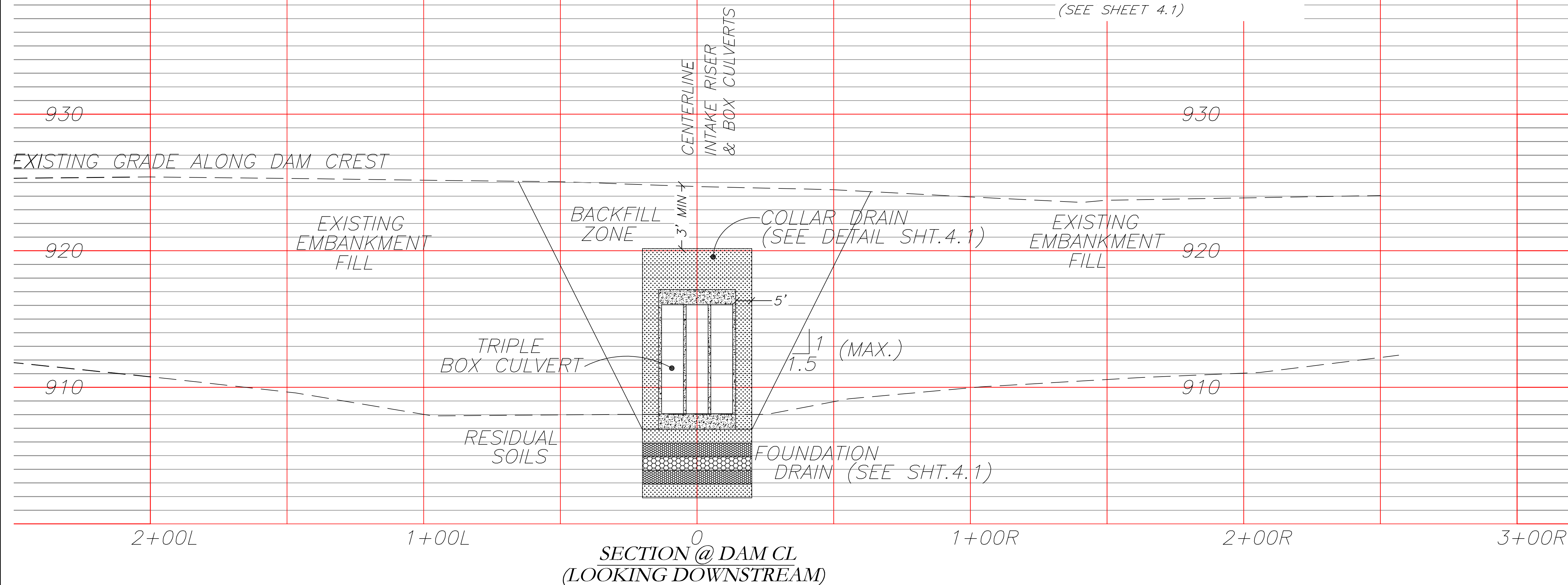
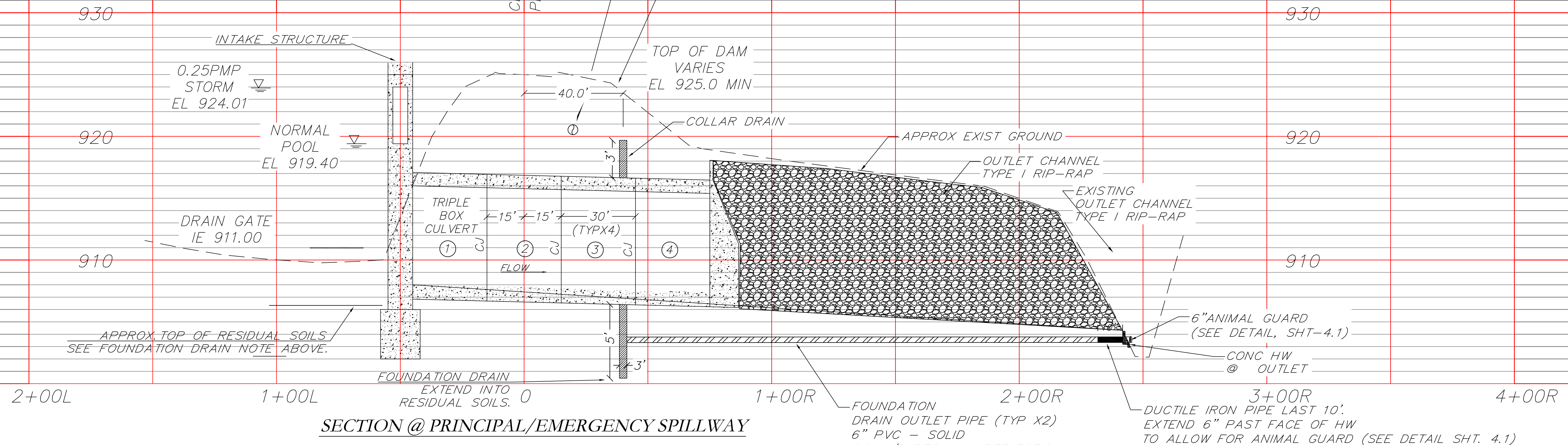
LAKE PENDLETON
NORMAL POOL
ELEV. 919.40








					LAND LOT - 108	DESIGN	SCALE
	2/13/25	PER SDP REVIEW	DWJ	DWJ	DISTRICT - 7th	<i>MCI</i>	1" = 30'
	5/10/24	PER SDP REVIEW	DWJ	DWJ	SECTION -	<i>JTB, DWJ</i>	DATE 10/21/19
	7/10/23	PER SDP REVIEW	DWJ	DWJ	CITY - TYRONE	CHECK	FILE NO.
	1/15/21	PER SDP REVIEW	JLP	DWJ	COUNTY - FAYETTE	<i>DWJ</i>	18101-24C
REV. No.	DATE	DESCRIPTION	BY	APP'D	STATE - GEORGIA	APPROVED <i>DWJ</i>	SHEET NO. 3.0

FOUNDATION DRAIN NOTE:
TOP OF RESIDUAL SOILS IS SHOWN AS APPROXIMATE.
DEPTH OF FOUNDATION DRAIN SHALL BE EXTENDED
AS NEEDED TO PENETRATE 5' MIN. INTO RESIDUAL SOILS.
AS DIRECTED BY THE GEOTECHNICAL ENGINEER.

INTAKE STRUCTURE SHALL BE CONSTRUCTED AND
BOX CULVERT SECTIONS ② & ③ SHALL
BE CONSTRUCTED AND SURCHARGED WITH
BACKFILL TO PROMOTE SETTLEMENT BEFORE
CONSTRUCTION OF AND CONNECTION TO
BOX CULVERT SECTIONS ① & ④



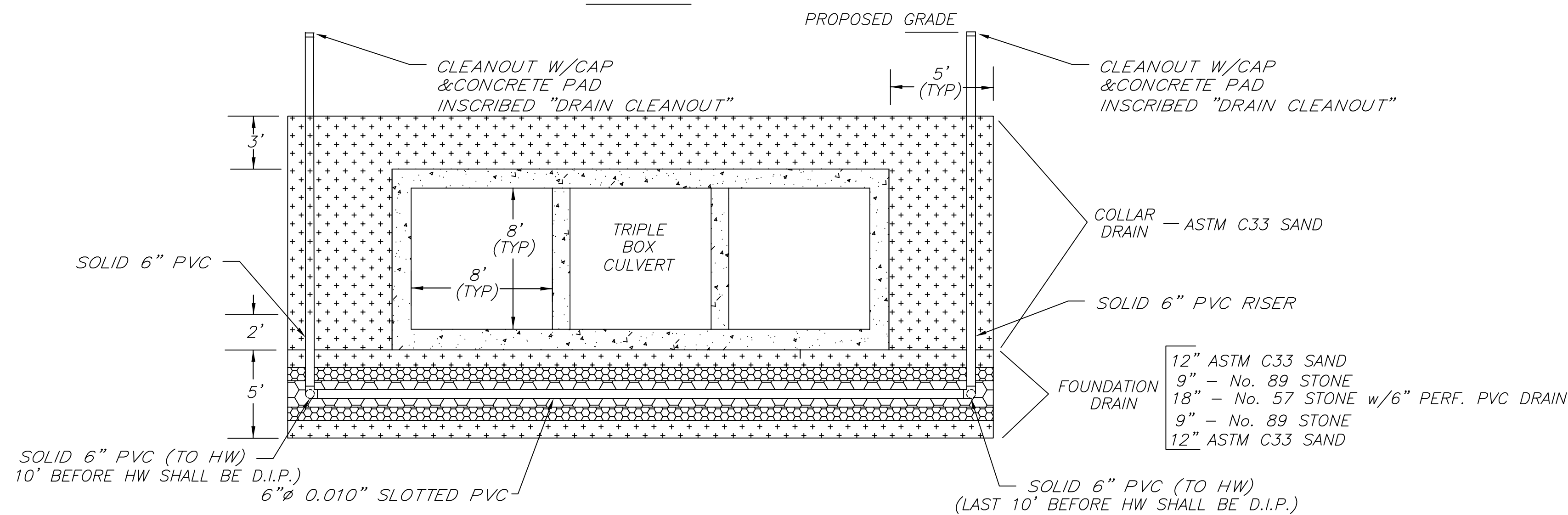
	6-09-25	PER SDP REVIEW	DWJ	DWJ
	2-13-25	PER SDP REVIEW	DWJ	DWJ
	5/10/24	PER SDP REVIEW	DWJ	DWJ
	7/10/23	PER SDP REVIEW	DWJ	DWJ
	1/15/21	PER SDP REVIEW	JLP	DWJ
REV. No.	DATE	DESCRIPTION	BY	APP'D

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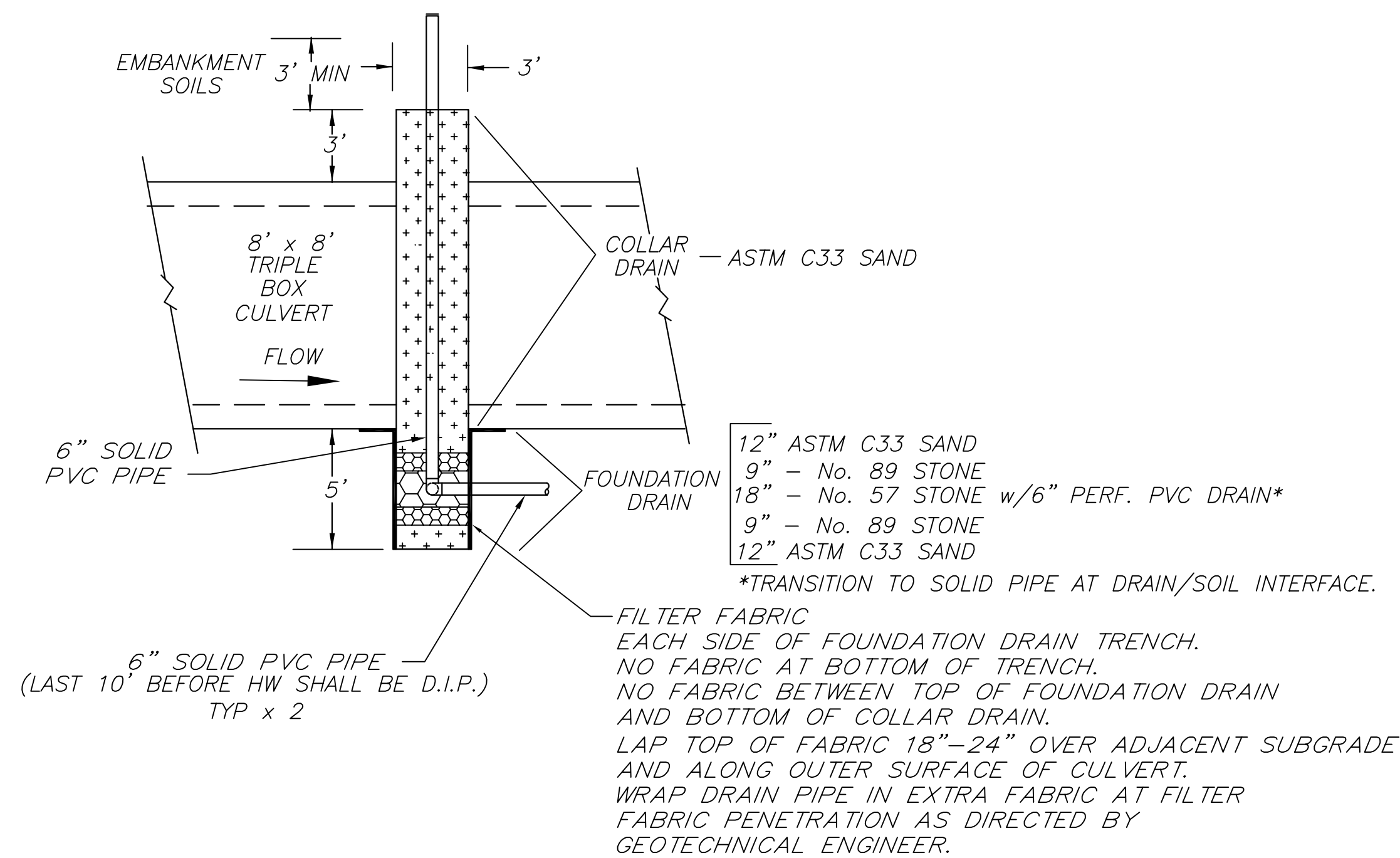
CATEGORY I UPGRADES TO
PENDLETON LAKE DAM FOR
TOWN OF TYRONE, GEORGIA

SECTIONS AT BOX CULVERT & INTERNAL DRAINS

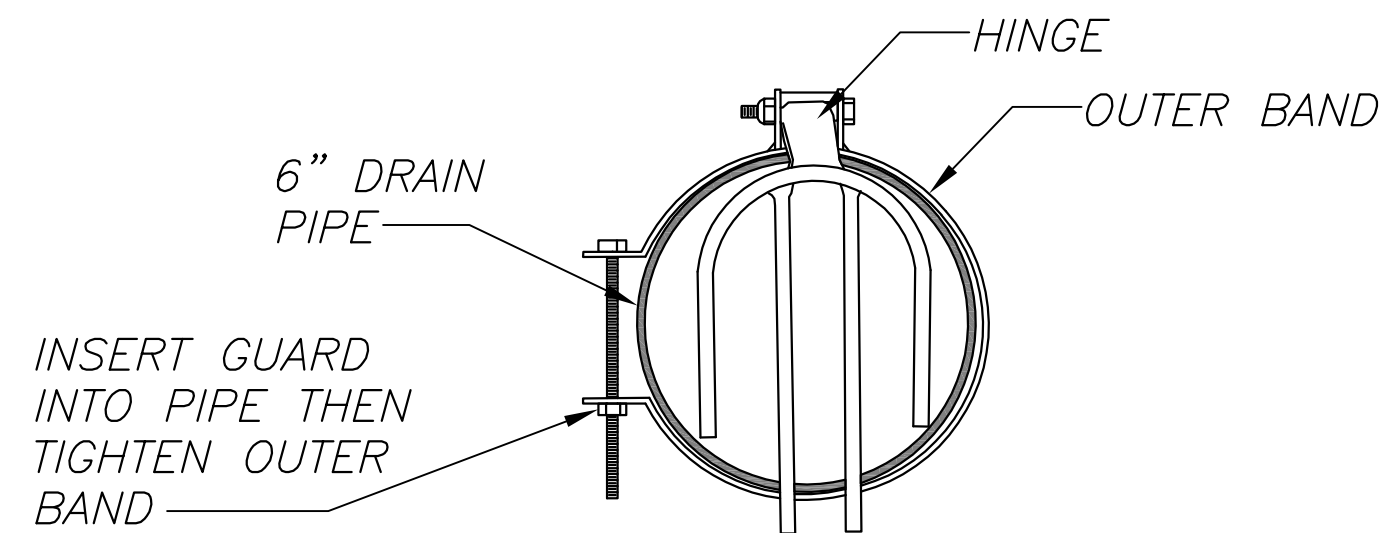
LAND LOT - 108	DESIGN MCI	SCALE 1" = 50'
DISTRICT - 7th	DRAWN JTB, JBD	DATE 10/21/19
SECTION -	CHECK DWJ	FILE NO. 18101-24C
CITY - TYRONE	APPROVED DWJ	SHEET NO. 4.0
COUNTY - FAYETTE		
STATE - GEORGIA		



TRANSVERSE SECTION @ FOUNDATION/COLLAR DRAIN



LONGITUDINAL SECTION @ FOUNDATION/COLLAR DRAIN



6" ANIMAL GUARD
(BAND TYPE)

AgriDrain MODEL #AGB06 OR APPROVED EQUAL

HEADWALL SIZE	W1	W2	H1	H2	D	E	TONS	BLOCKS
12"	2'-6"	3'-9"	0'-7"	2'-6"	1'-6"	1'-0"	0.55	N/A
15", 18"	3'-2"	4'-9"	1'-3"	3'-2"	1'-2"	1'-9"	0.92	1
24"	4'-2"	6'-2"	2'-0"	4'-2"	1'-8"	2'-9"	1.73	3
30", 36"	4'-8"	8'-8"	2'-4"	4'-8"	2'-4"	3'-3"	1.92	3
42", 48"	5'-8"	10'-11"	3'-6"	5'-9"	3'-0"	4'-3"	3.33	4
54", 60"	6'-5"	12'-6"	4'-0"	6'-5"	3'-5"	5'-0"	3.77	7
66", 72"	8'-5"	13'-5"	5'-7"	8'-0"	3'-0"	7'-0"	5.30	9
78", 84", 90", 96"	10'-2"	15'-10"	4'-0"	9'-0"	3'-4"	8'-4"	7.31	11

Extend pipe 12" beyond face of HW to allow for flow capture/measurement by bucket.

Grout space between HW opening and pipe O.D.

Concrete shall be 4000 psi min.

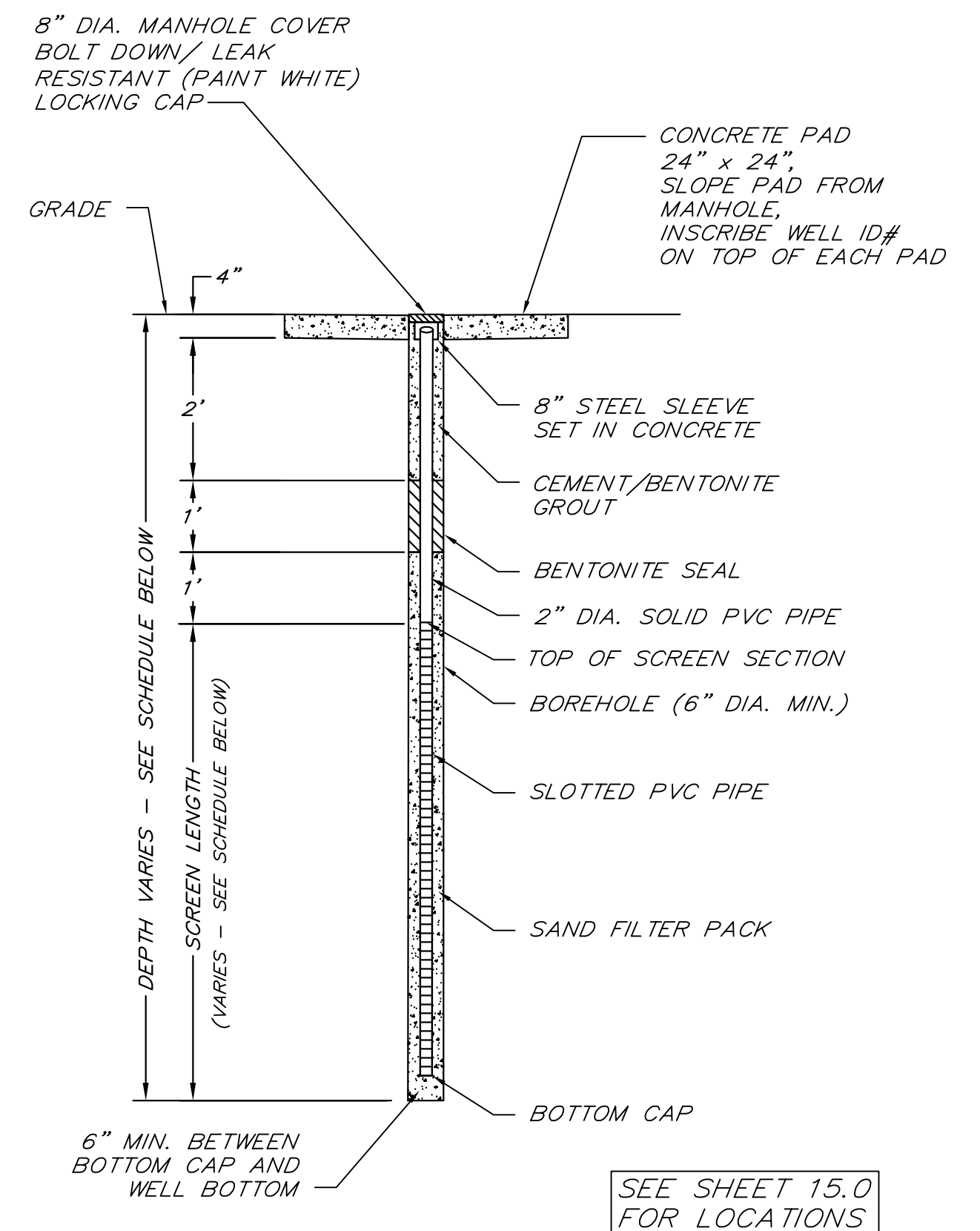
Install collar drain pipe at top of oversized opening in HW. Extend pipe 12" beyond face of HW to allow for flow capture/measurement by bucket. Min HW opening shall be 18" diameter.

PRODUCTS
FOLEY
COMPANY

Precast Concrete HW at Collar Drain Pipe Outlet

Foley Precast HW - (Or Approved Equal)

NOTE - INSCRIBE "CD-HW1" AND "CD-HW2" ON EA. COLLAR DRAIN OUTLET HW.
SEE SHEET 3.0 FOR LOCATION OF COLLAR DRAIN HEADWALLS.



DETAIL - PIEZOMETER

Piezometer Installation Schedule				
Lake Pendleton Dam				
For Town of Tyrone, Georgia				
Piezometer ID #	ITEM DESCRIPTION	TOTAL DEPTH (FT)	APPROX TOP ELEV.	APPROX BOTTOM ELEV.
P-A1	UPSTREAM CREST	30	925	895
P-A2	DOWNSTREAM CREST	30	925	895
P-A3	DOWNSTREAM TOE	25	921	896
P-A4	DOWNSTREAM TERRACE BEYOND TOE	15	918	903
P-B1	UPSTREAM CREST	30	925	895
P-B2	DOWNSTREAM CREST	30	925	895
P-B3	DOWNSTREAM TOE	25	922	897
P-B4	DOWNSTREAM TERRACE BEYOND TOE	15	919	904

Note: Contractor shall field verify location and final elevations of each piezometer prior to beginning installation. Final locations and elevations shall be confirmed by Geotechnical Engineer.



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FAX: 770-719-3377

CATEGORY I UPGRADES TO
PENDLETON LAKE DAM FOR
TOWN OF TYRONE, GEORGIA

DETAILS


	2-13-25	PER SDP REVIEW	DWJ	DWJ	LAND LOT - 108	DESIGN MCI	SCALE AS NOTED
	5-10-24	PER SDP REVIEW	DWJ	DWJ	DISTRICT - 7th	DRAWN JTB, JBD, JLP	DATE 10/21/19
	7-10-23	PER SDP REVIEW	DWJ	DWJ	SECTION -	CHECK DWJ	FILE NO. 18101-24C
	1/15/21	PER SDP REVIEW	JLP	DWJ	CITY - TYRONE	APPROVED DWJ	SHEET NO. 4.1
REV. No.	DATE	DESCRIPTION	BY	APP'D	COUNTY - FAYETTE	STATE - GEORGIA	







811
Know what's below.
Call before you dig.

		<h1 style="text-align: center;">Mallett Consulting, Inc.</h1>	
101 DEVANT ST., SUITE 804		FAYETTEVILLE, GEORGIA 30214	
PHONE: 770-719-3333		FAX: 770-719-3377	
<h2>CATEGORY I UPGRADES TO PENDLETON LAKE DAM FOR TOWN OF TYRONE, GEORGIA</h2>			
<h3>DETAILS - TRIPLE 8X8 CONCRETE BOX CULVERT</h3>			
LAND LOT - 108	DESIGN	MCI	SCALE AS NOTED
DISTRICT - 7th	DRAWN	JTB, DWJ	DATE 10/21/19
SECTION -	CHECK	DWJ	FILE NO. 18101-24C
CITY - TYRONE	APPROVED	DWJ	SHEET NO. 7.0
COUNTY - FAYETTE			
STATE - GEORGIA			

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

MARK	LENGTH	TYPE
401	L* - 4"	I
402	L* + 20"	I
403	4'-0"	I
404	4'-2"	I
405	4'-4"	I
406	4'-6"	I
407	4'-8"	I
408	5'-0"	I
409	5'-2"	I
410	5'-4"	I
411	5'-6"	I
412	5'-8"	I
413	5'-10"	I
414	6'-0"	I
415	6'-2"	I
416	6'-4"	I
417	6'-5"	I
418	6'-6"	I
419	6'-8"	I
420	6'-10"	I
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422	7'-2"	I
423	7'-4"	I
424	7'-5"	I
425	7'-6"	I
426	7'-8"	I
427	7'-10"	I
428	8'-0"	I
429	8'-2"	I
430	8'-4"	I
431	8'-6"	I
432	8'-7"	I
433	8'-8"	I
434	8'-9"	I
435	8'-10"	I
436	8'-11"	I
437	9'-0"	I
438	9'-1"	I
439	9'-2"	I
440	9'-4"	I
441	9'-6"	I
442	9'-8"	I
443	9'-10"	I
444	10'-0"	I
445	10'-2"	I
446	10'-3"	I
447	10'-4"	I
448	10'-6"	I
449	10'-8"	I
450	10'-10"	I
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453	11'-4"	I
454	11'-6"	I
455	11'-8"	I
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459	12'-2"	I
460	12'-4"	I
461	12'-6"	I
462	12'-7"	I
463	12'-8"	I
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465	13'-3"	I
466	13'-4"	I
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470	14'-0"	I
471	14'-4"	I
472	14'-5"	I
473	14'-8"	I
474	15'-0"	I
475	15'-1"	I
476	15'-4"	I

MARK	LENGTH	TYPE
477	15'-5"	I
478	16'-2"	I
479	16'-8"	I
480	17'-2"	I
481	17'-8"	I
482	17'-10"	I
483	18'-6"	I
484	19'-2"	I
485	19'-6"	I
486	19'-10"	I
487	20'-0"	I
488	20'-2"	I
489	20'-10"	I
490	21'-4"	I
491	21'-11"	I
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493	22'-4"	I
494	22'-6"	I
495	25'-0"	I
496	25'-2"	I
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504	5'-4"	I
505	5'-5"	I
506	5'-8"	I
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520	8'-4"	I
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523	8'-7"	I
524	8'-8"	I
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550	11'-8"	I
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553	12'-0"	I
554	12'-1"	I
555	12'-2"	I

MARK	LENGTH	TYPE
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557	12'-6"	I
558	12'-8"	I
559	13'-0"	I
560	13'-2"	I
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562	13'-5"	I
563	13'-6"	I
564	13'-11"	I
565	14'-0"	I
566	14'-1"	I
567	14'-2"	I
568	14'-4"	I
569	14'-5"	I
570	14'-7"	I
571	14'-8"	I
572	14'-9"	I
573	14'-10"	I
574	15'-10"	I
575	16'-6"	I
576	17'-0"	I
577	17'-2"	I
578	17'-4"	I
579	17'-6"	I
580	18'-5"	I
581	18'-11"	I
582	19'-5"	I
583	19'-6"	I
584	19'-10"	I
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587	21'-2"	I
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597	25'-0"	I
601	7'-8"	I
602	8'-4"	I
603	8'-8"	I
604	8'-9"	I
605	9'-11"	I
606	10'-0"	I
607	10'-7"	I
608	11'-0"	I
609	11'-1"	I
610	11'-2"	I
611	12'-2"	I
612	12'-4"	I
613	12'-6"	I
614	12'-7"	I
615	13'-3"	I
616	13'-11"	I
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618	14'-3"	I
619	15'-6"	I
620	15'-10"	I
621	16'-0"	I
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623	16'-6"	I
624	16'-10"	I
625	16'-11"	I
626	17'-2"	I
627	17'-5"	I
628	17'-8"	I
629	18'-5"	I
630	18'-6"	I
631	19'-0"	I
632	19'-1"	I
633	19'-2"	I

MARK	LENGTH	TYPE
634	19'-4"	I
635	19'-6"	I
636	19'-8"	I
637	19'-10"	I
638	20'-1"	I
639	20'-4"	I
640	20'-7"	I
641	20'-8"	I
642	20'-10"	I
643	21'-0"	I
644	21'-4"	I
645	21'-6"	I
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652	23'-6"	I
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655	24'-6"	I
656	24'-8"	I
657	24'-10"	I
701	7'-4"	I
702	7'-8"	I
703	7'-10"	I
704	9'-2"	I
705	9'-8"	I
706	9'-9"	I
707	10'-8"	I
708	10'-10"	I
709	10'-11"	I
710	11'-2"	I
711	11'-8"	I
712	11'-10"	I
713	12'-4"	I
714	12'-6"	I
715	14'-4"	I
716	15'-0"	I
717	15'-4"	I
718	17'-2"	I
719	18'-0"	I
720	18'-5"	I
721	18'-11"	I
722	19'-1"	I
723	19'-4"	I
724	20'-4"	I
725	21'-0"	I
726	21'-2"	I
727	21'-6"	I
728	21'-8"	I
729	21'-10"	I
730	22'-0"	I
731	22'-2"	I
732	22'-6"	I
733	23'-0"	I
734	23'-4"	I
735	23'-8"	I
736	23'-10"	I
737	24'-0"	I
738	24'-2"	I
739	24'-4"	I
740	24'-6"	I
741	24'-10"	I

MARK	LENGTH	TYPE	A	B
401A	4'-2"	3	1'-7"	2'-7"
402A	4'-3"	3	1'-8"	2'-7"
403A	4'-4"	3	1'-8	2'-8"
404A	4'-4"	3	1'-9"	2'-7"
405A	4'-5"	3	1'-9"	2'-8"
406A	4'-6"	3	1'-10"	2'-8"
407A	4'-7"	3	1'-10"	2'-9"
408A	4'-9"	3	2'-0"	2'-9"
409A	4'-9"	3	2'-2"	2'-7"
410A	5'-0"	3	2'-2"	2'-10"
411A	5'-4"	3	1'-9"	3'-7"
412A	5'-5"	3	1'-9"	3'-8"
413A	5'-6"	3	1'-10"	3'-8"
414A	5'-7"	3	1'-11"	3'-8"
415A	5'-8"	3	1'-11"	3'-9"
416A	5'-8"	3	2'-1"	3'-7"
417A	5'-9"	3	2'-6"	3'-9"
418A	6'-0"	3	2'-2"	3'-10"
419A	6'-0"	3	2'-4"	3'-8"
420A	6'-1"	3	2'-3"	3'-10"
421A	6'-6"	3	1'-11"	4'-7"
422A	6'-7"	3	2'-7"	4'-7"
423A	6'-7"	3	2'-7"	4'-0"
424A	6'-8"	3	2'-0"	4'-8"
425A	6'-9"	3	2'-0"	4'-9"
426A	6'-9"	3	2'-1"	4'-8"
427A	6'-9"	3	2'-8"	4'-1"
428A	6'-10"	3	2'-1"	4'-9"
429A	6'-10"	3	2'-3"	4'-7"
430A	6'-11"	3	2'-2"	4'-9"
431A	7'-0"	3	2'-4"	4'-8"
432A	7'-0"	3	2'-5"	4'-7"
433A	7'-1"	3	2'-3"	4'-10"
434A	7'-2"	3	3'-0"	4'-2"
435A	7'-6"	3	3'-3"	4'-3"
436A	7'-7"	3	2'-7"	5'-0"
437A	7'-7"	3	3'-6"	4'-1"
438A	7'-9"	3	2'-2"	5'-7"
439A	7'-10"	3	2'-2"	5'-8"
440A	7'-10"	3	2'-3"	5'-7"
441A	7'-10"	3	2'-9"	5'-1"
442A	8'-0"	3	2'-3"	5'-9"
443A	8'-1"	3	2'-4"	5'-9"
444A	8'-1"	3	2'-6"	5'-7"
445A	8'-2"	3	3'-0"	5'-2"
446A	8'-3"	3	2'-5"	5'-10"
447A	8'-3"	3	2'-8"	5'-7"
448A	8'-4"	3	2'-8"	5'-8"
449A	8'-6"	3	3'-3"	5'-3"
450A	8'-6"	3	3'-5"	5'-1"
451A	8'-9"	3	2'-9"	6'-0"
452A	8'-11"	3	2'-10"	6'-1"
453A	9'-1"	3	2'-5"	6'-8"
454A	9'-1"	3	2'-6"	6'-7"
455A	9'-3"	3	2'-6"	6'-9"
456A	9'-3"	3	3'-1"	6'-2"
457A	9'-4"	3	2'-8"	6'-8"
458A	9'-5"	3	3'-2"	6'-3"
459A	9'-5"	3	3'-4"	6'-1"
460A	9'-7"	3	3'-4"	6'-3"
461A	9'-9"	3	3'-1"	6'-8"
462A	9'-10"	3	2'-10"	7'-0"
463A	9'-10"	3	3'-3"	6'-7"
464A	10'-1"	3	3'-0"	7'-1"
465A	10'-4"	3	3'-2"	7'-2"
466A	10'-6"	3	2'-11"	7'-7"
467A	10'-7"	3	2'-10"	7'-9"
468A	10'-7"	3	2'-11"	7'-8"
469A	10'-8"	3	3'-5"	7'-3"
470A	11'-1"	3	3'-1"	8'-0"
471A	11'-5"	3	3'-9"	7'-8"
472A	11'-7"	3	3'-5"	8'-2"
473A	11'-10"	3	3'-7"	8'-3"
474A	12'-4"	3	3'-4"	9'-0"
475A	12'-9"	3	3'-7"	9'-2"
476A	13'-0"	3	3'-9"	9'-3"

MARK	LENGTH	TYPE	A	B
477A	13'-5"	3	4'-4"	9'-1"
478A	13'-9"	3	3'-10"	9'-11"
479A	14'-0"	3	3'-10"	10'-2"
480A	14'-3"	3	4'-0"	10'-3"
481A	16'-10"	3	4'-9"	12'-1"
482A	18'-1"	3	7'-0"	11'-1"
501A	4'-4"	3	1'-9"	2'-7"
502A	4'-8"	3	2'-1"	2'-7"
503A	5'-3"	3	2'-4"	2'-11"
504A	5'-6"	3	1'-11"	3'-7"
505A	5'-8"	3	2'-1"	3'-7"
506A	6'-3"	3	2'-4"	3'-11"
507A	6'-7"	3	2'-7"	4'-0"
508A	6'-9"	3	2'-2"	4'-7"
509A	6'-10"	3	2'-1"	3'-11"

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

WINGWALLS, TOEWALLS AND PARAPETS

WINGWALLS, TOEWALLS AND PARAPETS																					
CLEAR HEIGHT	N BARS AT 1'-0" C. TO C.						P BARS AT 1'-0" C. TO C.						R BARS AT 1'-0" C. TO C.				M BARS			CLEAR HEIGHT	
	SIZE	NO. (CONSTANT LENGTH)	LENGTH *	NO. (VARIABLE LENGTH)	LENGTH *		SIZE	NO. (CONSTANT LENGTH)	LENGTH	NO. (VARIABLE LENGTH)	LENGTH		SIZE	NO. (VARIABLE LENGTH)	LENGTH **		SIZE	NO. (CONSTANT LENGTH)	LENGTH		
					SHORTEST	LONGEST					SHORTEST	LONGEST			SHORTEST	LONGEST					
2'	#4	4	5'-4"	12	4'-4"	5'-2"	#4	20	3'-5"	4	1'-2"	1'-2"	#6	32	3'-6"	3'-6"	#6	H	X+2"	2'	
3'	#4	4	6'-7"	24	4'-4"	6'-5"	#4	20	6'-4"	8	1'-9"	4'-2"	#6	56	3'-6"	3'-6"	#6	H	X+2"	3'	
4'	#5	4	8'-2"	40	4'-5"	8'-2"	#4	20	9'-10"	12	2'-11"	7'-9"	#6	88	3'-6"	3'-6"	#6	H	X+2"	4'	
5'	#5	4	9'-1"	44	4'-4 1/2"	9'-0"	#4	20	11'-3"	16	2'-11"	10'-4"	#6	96	3'-6"	3'-6"	#6	H	X+2"	5'	
6'	#5	4	10'-2"	48	5'-5"	9'-11"	#4	24	12'-7"	16	2'-11"	10'-5"	#6	104	3'-6"	3'-6"	#6	H	X+2"	6'	
7'	#5	4	11'-2"	56	5'-4 1/2"	11'-2"	#4	24	15'-11"	20	3'-0"	13'-0"	#6	120	3'-6"	3'-6"	#6	H	X+2"	7'	
8'	#6	4	12'-4"	60	6'-6"	12'-3"	#4	28	15'-2"	24	3'-2"	13'-0"	#6	128	3'-8"	4'-0"	#6	H	X+2"	8'	
9'	#6	4	13'-5"	64	7'-0"	13'-2"	#4	28	16'-6"	24	3'-4"	15'-7"	#6	136	3'-8"	4'-6"	#6	H	X+2"	9'	
10'	#7	4	14'-7"	72	7'-8"	14'-7"	#4	32	17'-9"	24	3'-4"	15'-7"	#6	152	3'-8"	5'-0"	#6	H	X+2"	10'	
11'	#7	4	15'-7"	76	8'-2"	15'-6"	#4	32	19'-1"	28	3'-4"	18'-2"	#6	160	3'-8"	5'-6"	#6	H	X+2"	11'	
12'	#8	4	16'-8"	80	8'-9"	16'-6"	#4	36	20'-5"	28	3'-5"	18'-3"	#6	168	3'-8"	6'-0"	#6	H	X+2"	12'	

* LENGTH INCLUDES VERTICAL LEG, HORIZONTAL LEG AND 180° STANDARD HOOK.

** LENGTH INCLUDES 2 STANDARD 180° HOOKS.

X = TOTAL BARREL WIDTH OUT TO OUT (DIMENSION "X" FROM CULVERT SHEET)

Y = TOTAL BARREL HEIGHT OUT TO OUT (DIMENSION "Y" FROM CULVERT SHEET)

GENERAL NOTES

1) SPECIFICATIONS: GEORGIA STANDARD, CURRENT EDITION & SUPPLEMENTS THERETO.

2) MAINTAIN 3" CLEARANCE ON REINFORCEMENT AT FACE OF CONCRETE CAST AGAINST EARTH. MAINTAIN 2" CLEARANCE ON ALL OTHER REINFORCEMENT.

3) CHAMFER ALL EXPOSED EDGES 3/4".

4) CONCRETE APRONS (SEPARATE STANDARD SHEETS) ARE REQUIRED AT ALL OUTLETS. THE ENGINEER MAY ALLOW AN EXCEPTION FOR BED ROCK CONDITIONS. TOEWALLS UNDER PARAPETS MAY BE MODIFIED AT OUTLETS AS SHOWN ON STANDARDS FOR CONCRETE APRONS.

5) PARAPETS AT INLETS SHALL BE CONSTRUCTED WITH A 4/45° BEVEL.

6) CULVERT TO HAVE MINIMUM OF 1'-0" BELOW BOTTOM OF BASE OR CONCRETE PAVEMENT.

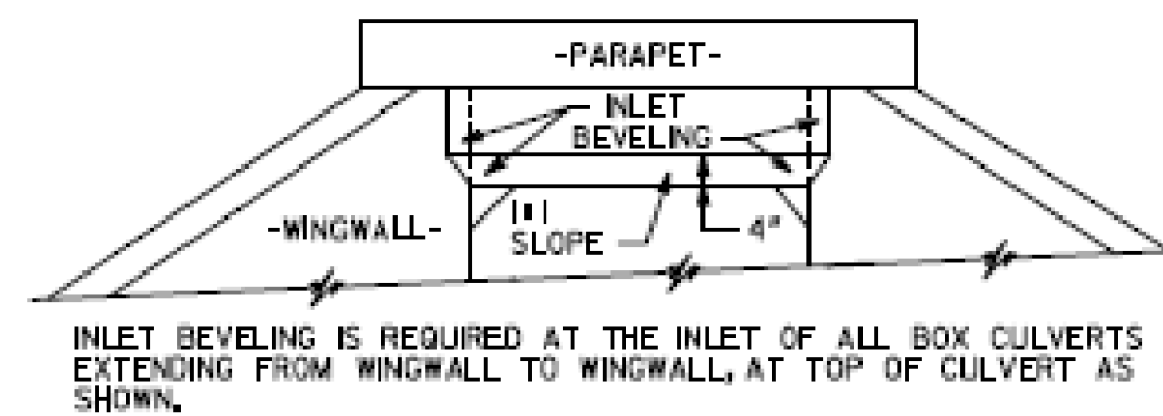
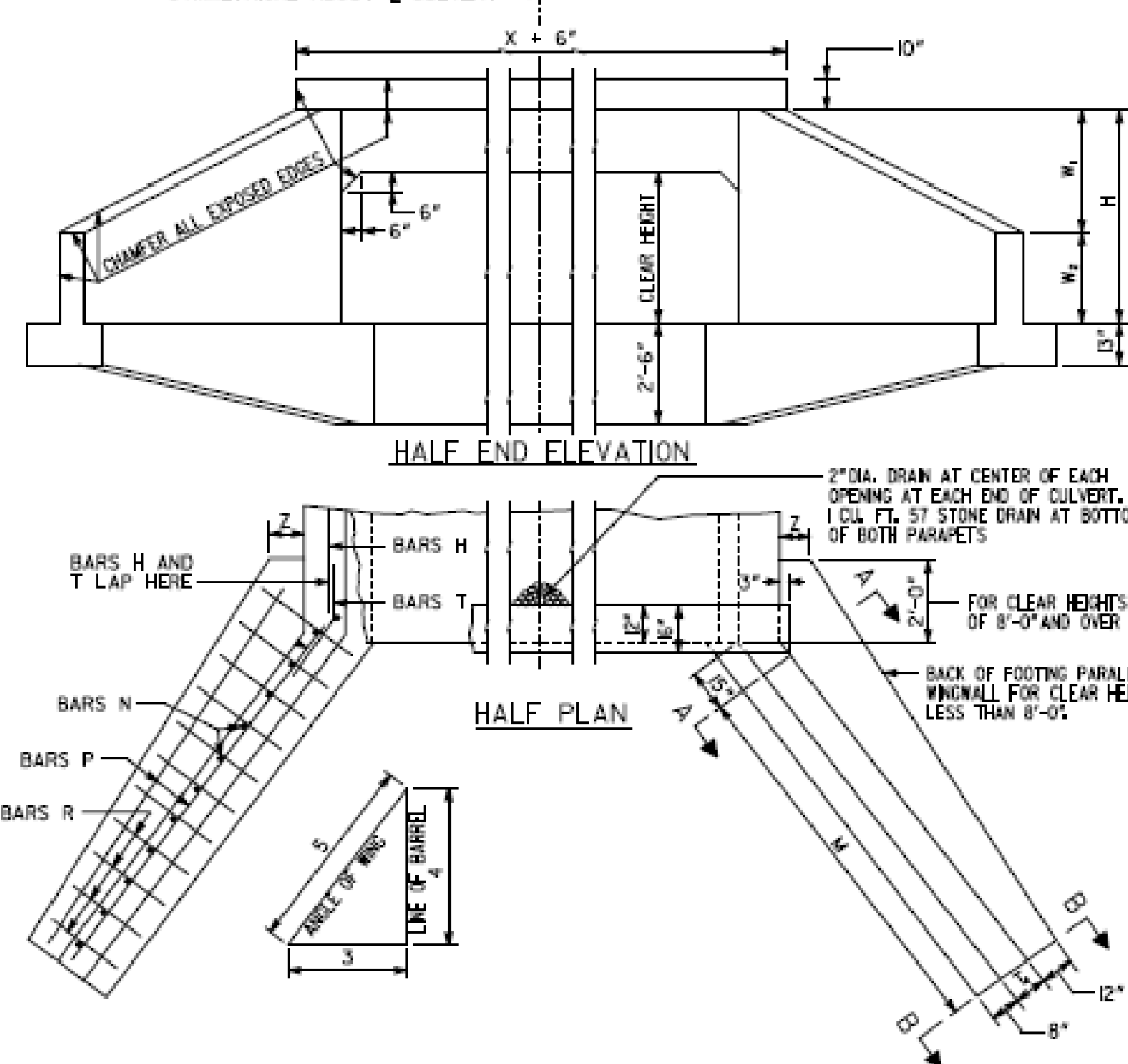
DESIGN DATA

SPECIFICATIONS - AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 7TH EDITION, 2014
LOADING - HL-93

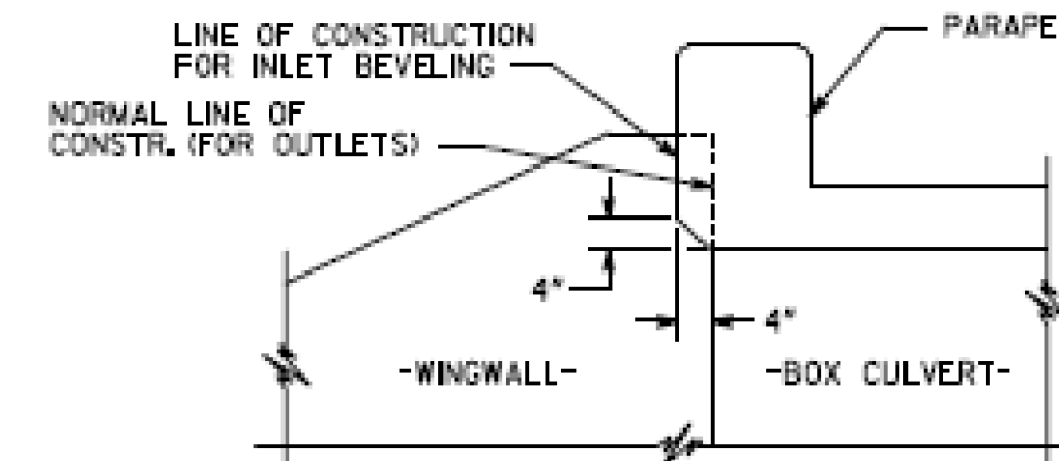
DIMENSIONS AND QUANTITIES											
CLEAR HEIGHT	H	W ₁	W ₂	S	M	T ₁	Z	CY CLASS AA CONCRETE	LBS. BAR REINF STEEL	CLEAR HEIGHT	
2'	3'-1"	1'-1"	2'-0"	1'-1"	2'-8"	10"	-	3.3	270	2'	
3'	4'-3 1/2"	2'-3 1/2"	2'-0"	2'-1 1/2"	5'-7"	10"	-	6.0	499	3'	
4'	5'-9"	3'-9"	2'-0"	2'-1"	9'-2"	10"	-	9.2	795	4'	
5'	6'-9"	4'-3"	2'-6"	2'-7"	10'-6"	10"	-	12.4	1093	5'	
6'	7'-9"	4'-9"	3'-0"	2'-7"	11'-10"	10"	-	15.0	1246	6'	
7'	8'-8 1/2"	5'-3 1/2"	3'-6"	2'-7 1/2"	13'-2"	10"	-	17.9	1507	7'	
8'	9'-10 1/2"	5'-10 1/2"	4'-0"	2'-8 1/2"	14'-5"	12"	1'-0"	25.3	2070	8'	
9'	10'-4 1/2"	6'-5"	4'-6"	2'-9"	15'-9"	12"	1'-6"	29.9	2345	9'	
10'	11'-11"	6'-11"	5'-0"	2'-9"	17'-0"	12"	2'-0"	34.7	3277	10'	
11'	12'-11"	7'-5"	5'-6"	2'-9"	18'-4"	12"	2'-6"	40.0	3676	11'	
12'	13'-11 1/2"	7'-11 1/2"	6'-0"	2'-9 1/2"	19'-8"	12"	3'-0"	45.8	4788	12'	

QUANTITIES GIVEN INCLUDE WINGWALL, WINGWALL FOOTING, AND WINGWALL TOEWALL FOR BOTH ENDS.

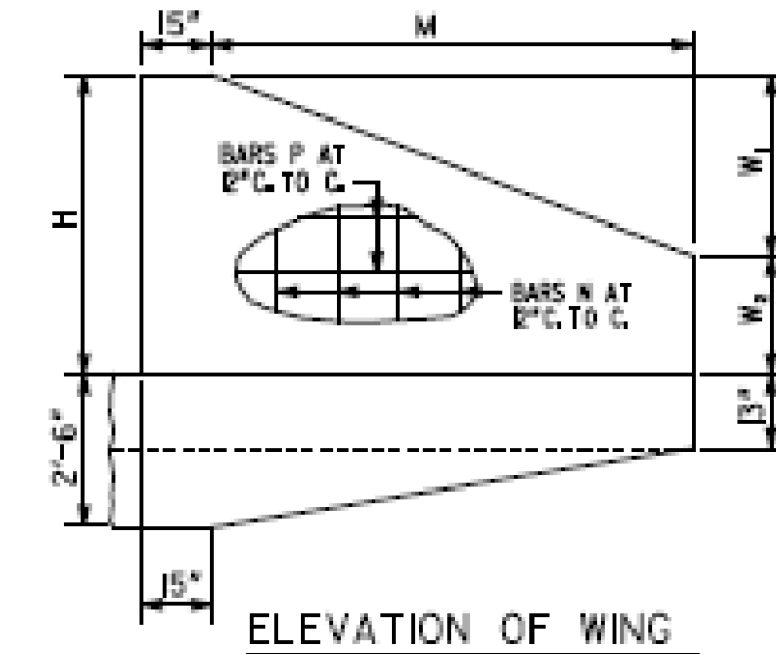
SYMMETRICAL ABOUT C CULVERT



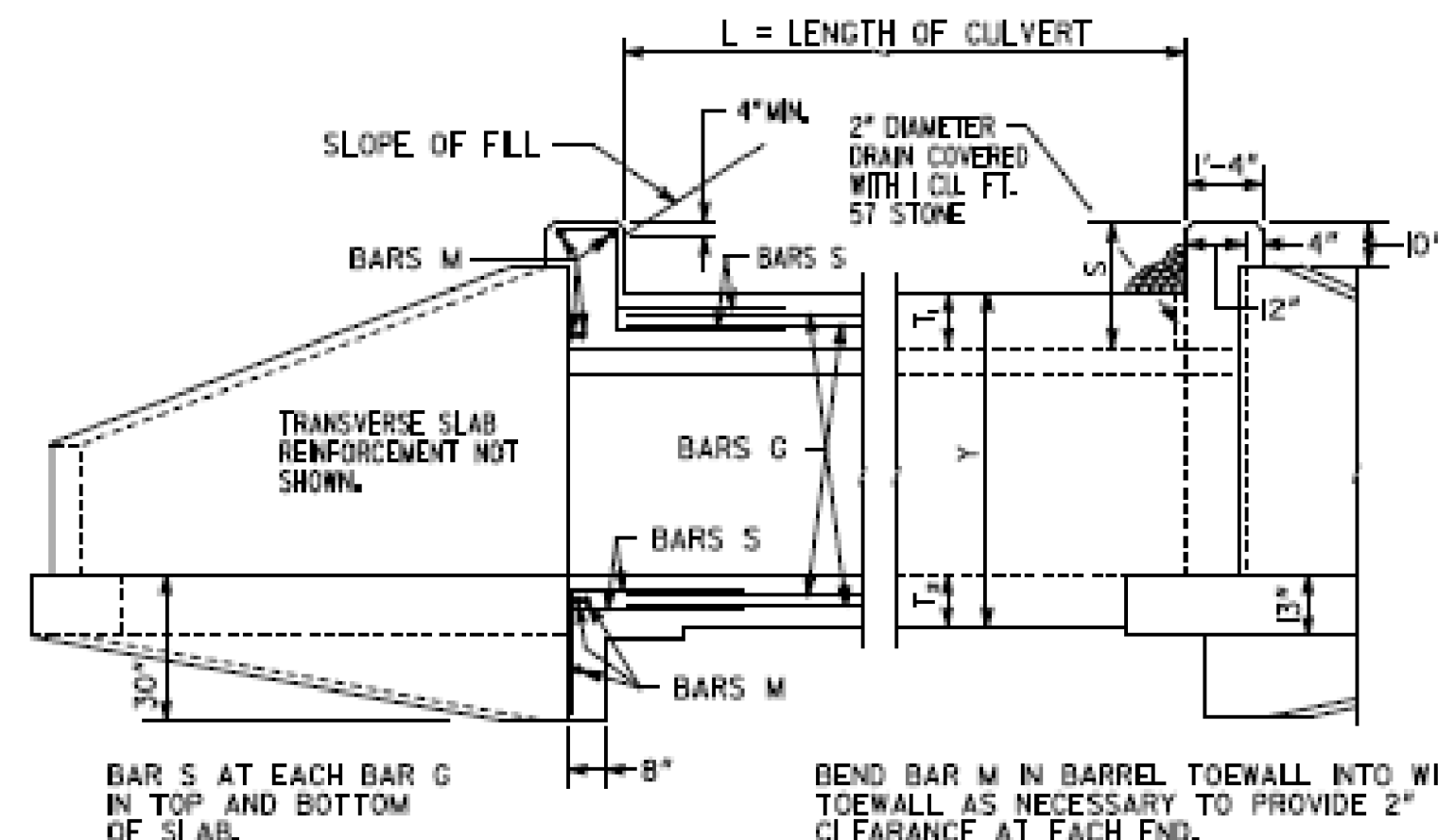
INLET BEVELING IS REQUIRED AT THE INLET OF ALL BOX CULVERTS EXTENDING FROM WINGWALL TO WINGWALL, AT TOP OF CULVERT AS SHOWN.



INLET BEVELING DETAIL

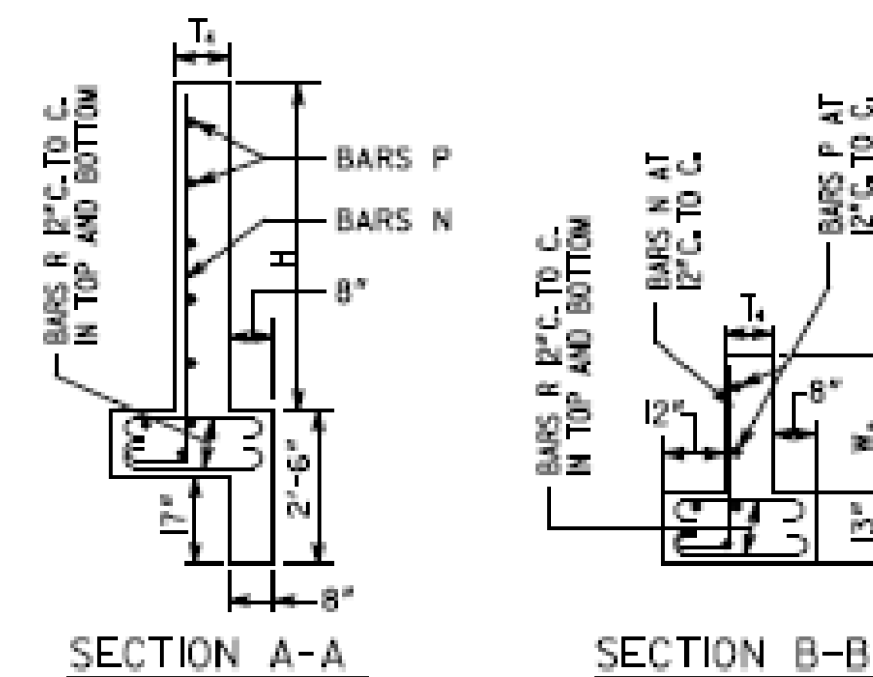


ELEVATION OF WING



PART SECTION

PART ELEVATION



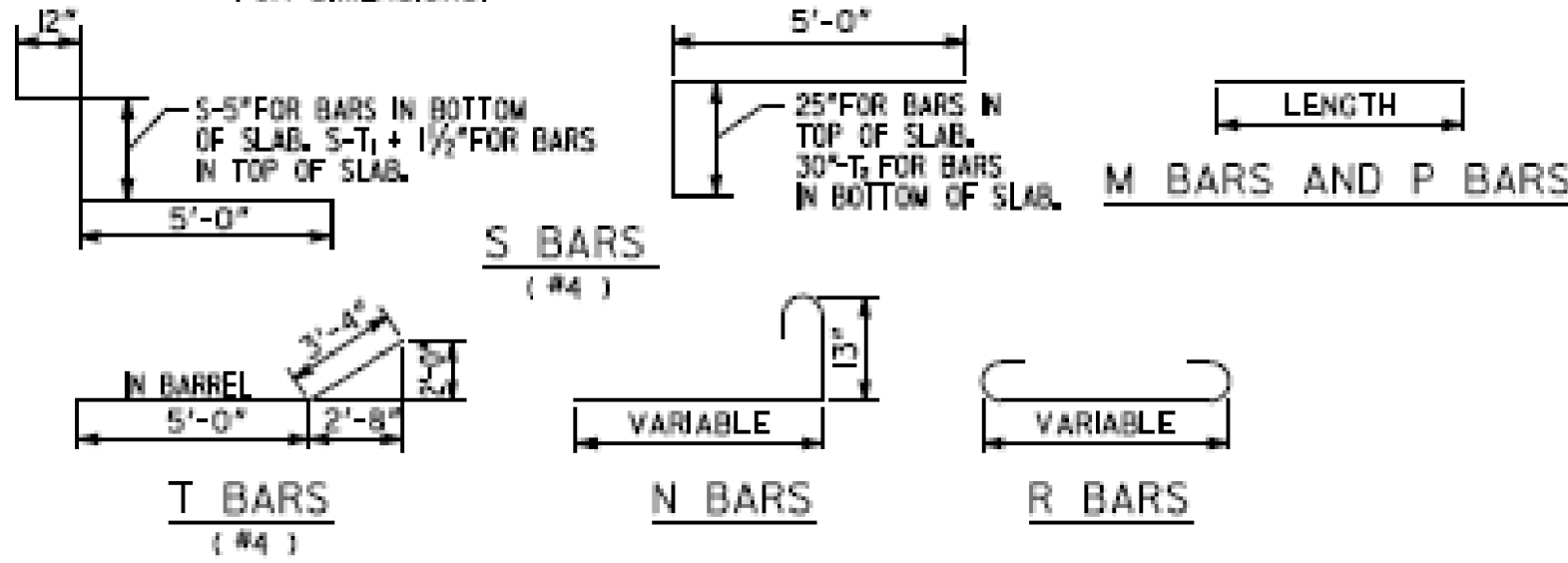
SECTION A-A

SECTION B-B

BARS S AND T ARE LAPPED WITH BARS G AND H, RESPECTIVELY.

T₁ = TOP SLAB THICKNESST₂ = BOTTOM SLAB THICKNESS

NOTE: SEE BOX CULVERT STANDARDS FOR DIMENSIONS.

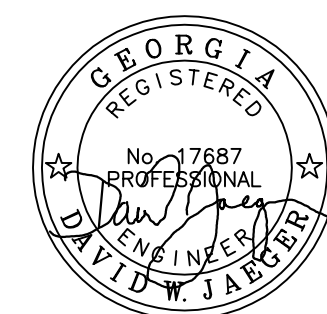
S BARS
(#4)T BARS
(#4)N BARS
(#4)R BARS
(#4)

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA			
STANDARD			
REINFORCED CONCRETE WINGWALLS, TOEWALLS AND PARAPETS FOR CONCRETE BOX CULVERTS			
NO SCALE	SEPTEMBER 2017	NUMBER 2404	SHEET 1 OF 1
DES. JEL	SUBMITTED	STATE DESIGN POLICY ENGINEER	
DRW. JEL		APPROVED	
CHK. YSE		CHIEF ENGINEER	

Mallett Consulting, Inc.	
101 DEVANT ST., SUITE 804 - FAYETTEVILLE, GEORGIA 30214	
PHONE: 770-719-3333	
FAX: 770-719-3377	

CATEGORY I UPGRADES TO
PENDLETON LAKE DAM FOR
TOWN OF TYRONE, GEORGIA

DETAILS - TRIPLE 8X8 CONCRETE BOX CULVERT



LAND LOT - 108	DESIGN	MCI	SCALE	AS NOTED
DISTRICT - 7th	DRAWN	JTB, DWJ	DATE	10/21/19
SECTION -	CHECK	DWJ	FILE NO.	18101-24C
CITY - TYRONE	APPROVED	DWJ	SHEET NO.	9.0
COUNTY - FAYETTE				
STATE - GEORGIA				

DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA		
REVISION	STANDARD CONCRETE BOX CULVERT APRONS AND BAFFLES DETAIL NO SCALE		
BY	DES. WEL. DRAW. EJC TRA. CHK. EJC	(SUBMITTED) STATE DESIGN POLICY ENGINEER (APPROVED) <i>Margaret B. Pivelo</i> CHIEF ENGINEER	NUMBER 2406 SHEET 1 OF 2

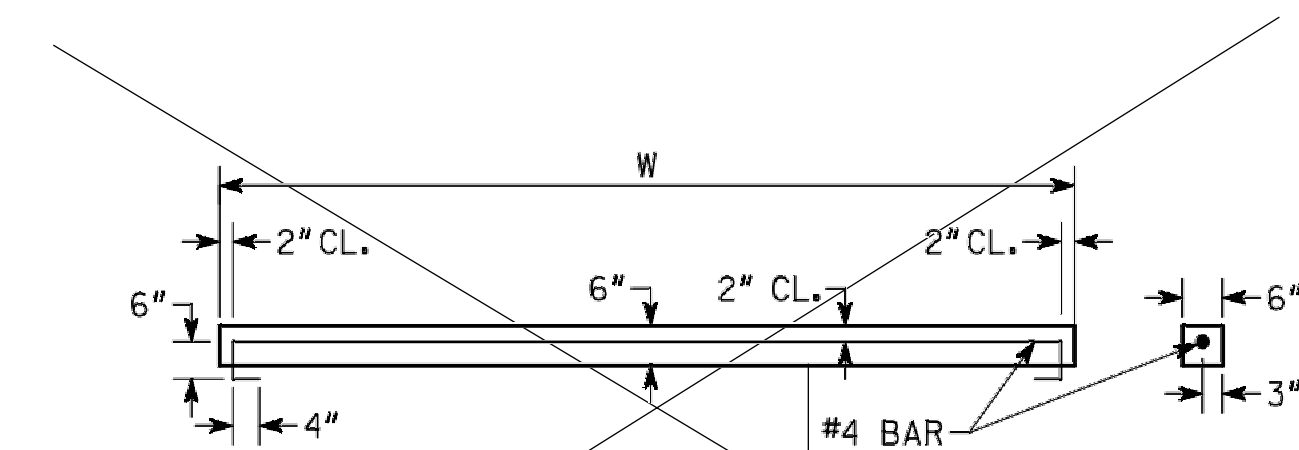
Mallett Consulting, Inc.

DEVANT ST., SUITE 804 FAYETTEVILLE, GEORGIA 3
PHONE: 770-719-3333

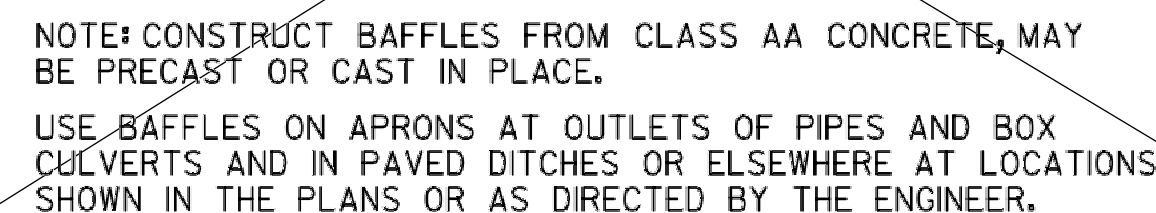
CATEGORY I UPGRADES TO
BENTLEY LAKE DAM FOR

DETAILS - TRIPLE 8X8 CONCRETE BOX CULVERT

					LAND LOT - 108	DESIGN	SCALE
					DISTRICT - 7th	MCJ	AS NOTED
					SECTION -	DRAWN	DATE
					CITY - TYRONE	JTB, DWJ	10/21/19
					COUNTY - FAYETTE	CHECK	FILE NO.
					STATE - GEORGIA	DWJ	18101-24C
						APPROVED	SHEET NO.
						DWJ	10.



NOTE: 2" CL MIN. ON ALL SIDES UNLESS OTHERWISE NOTED.
SEE BOX CULVERT STANDARDS FOR DETAILS NOT SHOWN.
END OF EMBEDDED CULVERT APRON (NOT SHOWN) HAS THE
SAME MINIMUM BACKFILL AS BARREL.



~~BAFFLE DETAIL~~



- 1) SPECIFICATIONS: GEORGIA STANDARD, CURRENT EDITION & SUPPLEMENTS THERETO
- 2) CONCRETE APRONS AND BAFFLES ARE REQUIRED AT THE OUTLETS OF ALL BOX CULVERTS. DRAINS, APRON IS NOT TO BE OMITTED AT OUTLETS UNLESS THE ENGINEER DETERMINES THAT BEDROCK WILL PREVENT EROSION AND MAKE THE APRON DIFFICULT TO CONSTRUCT. APRONS (WITHOUT BAFFLES) ARE USED AT INLETS ONLY IF PLANS SPECIFY.
- 3) DETAILS HERESHOWN APPLY TO LRFD STANDARD BOX CULVERTS.
- 4) ALL CONCRETE SHALL BE CLASS "AA" CONCRETE.
5. SEE SEPARATE STANDARDS FOR DETAILS OF BOX CULVERTS, WINGWALLS, PARAPETS, ETC.

DESIGN DATA

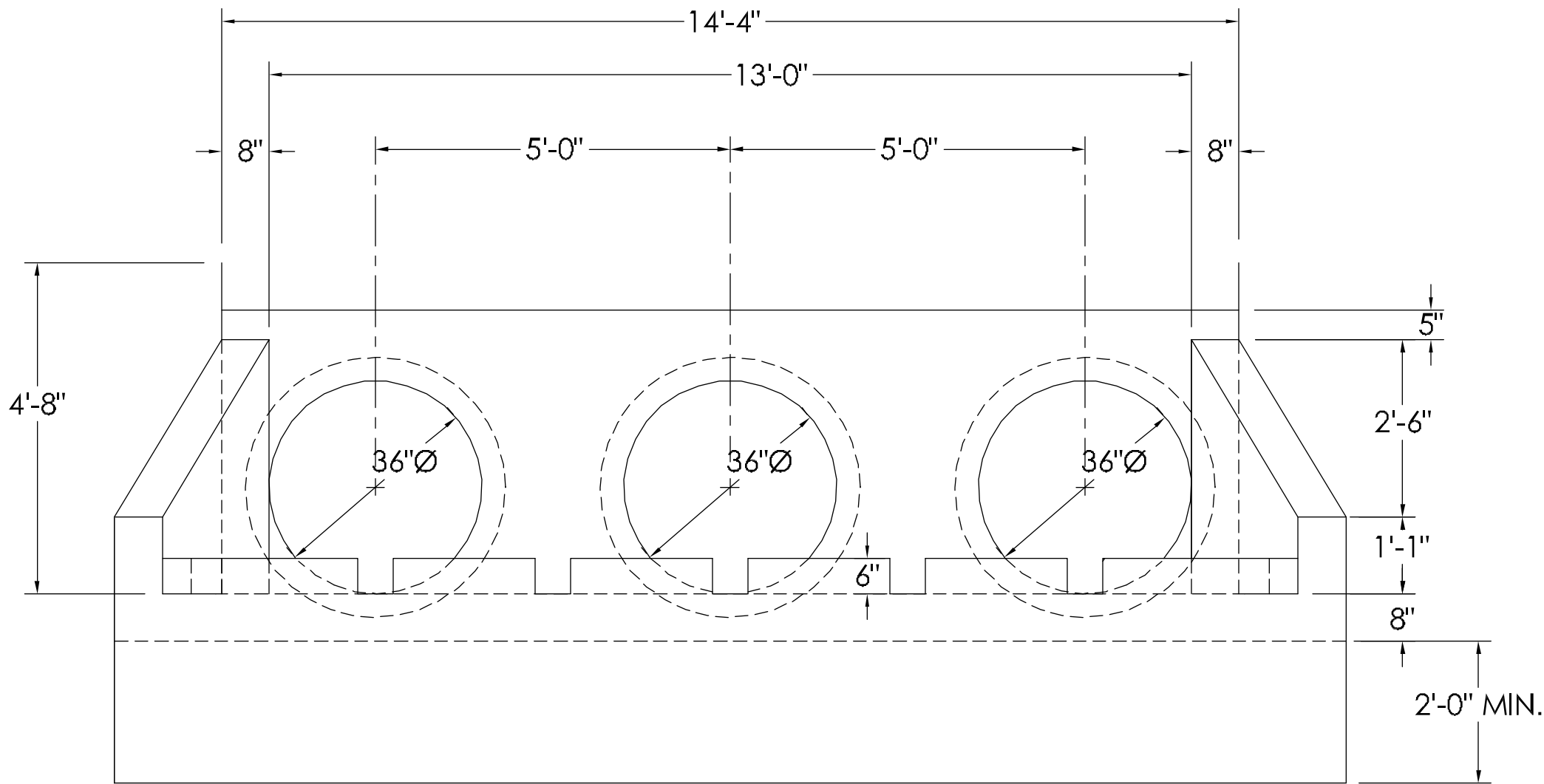
SPECIFICATIONS - AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 7TH EDITION, 2014
LOADING - HL- 93.



STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

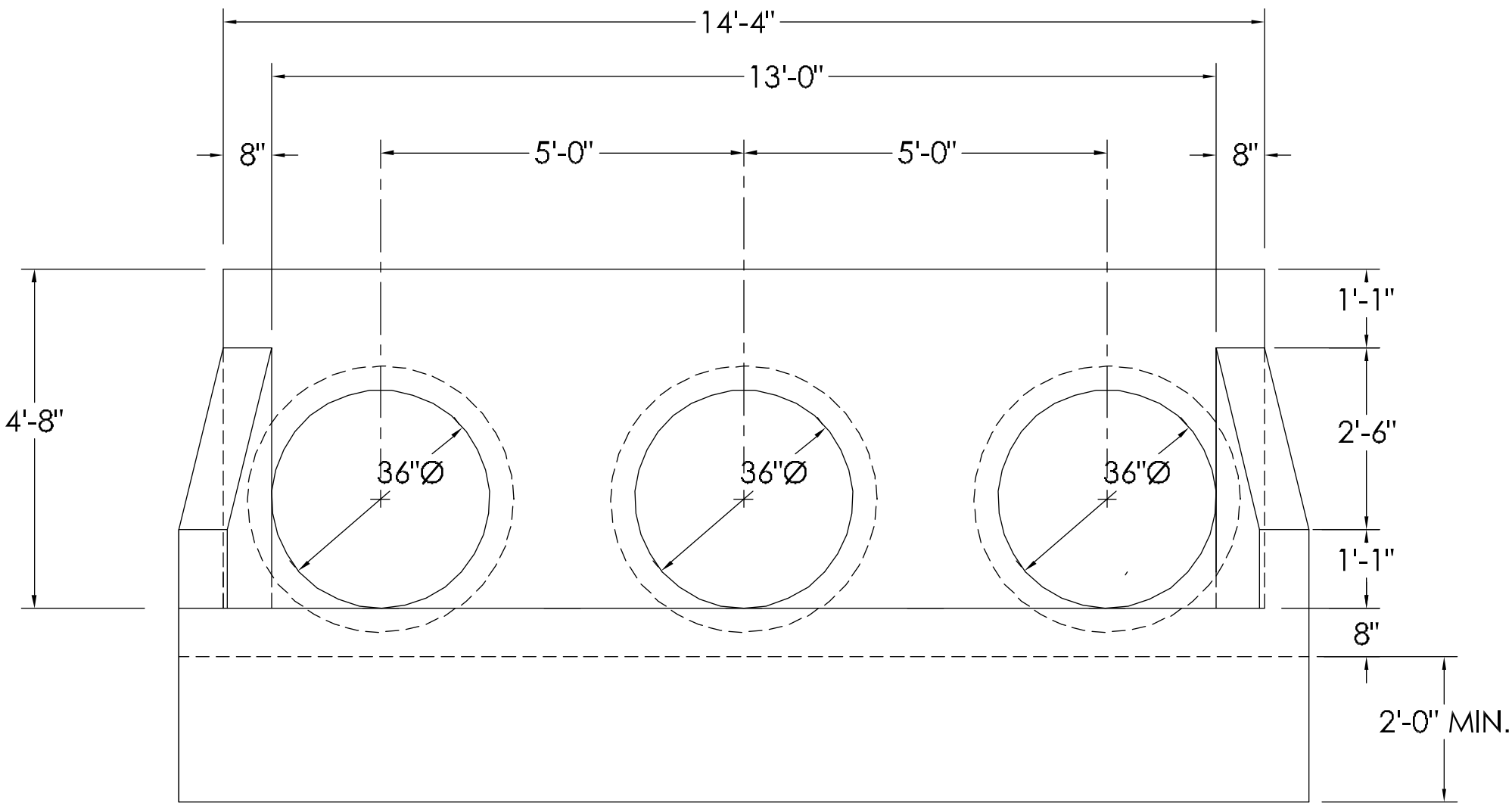
S		H		APRON QUANTITIES FOR CONCRETE BOX CULVERTS																																																H		S	
				SINGLE 90°				SINGLE 75°				SINGLE 60°				SINGLE 45°				DOUBLE 90°				DOUBLE 75°				DOUBLE 60°				DOUBLE 45°				TRIPLE 90°				TRIPLE 75°				TRIPLE 60°				TRIPLE 45°							
				W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL	W (FT.)	CU.YDS. CONC.	LBS. STEEL										
4'	3'	11.33	1.27	108	12.831	1.55	127	12.831	1.55	127	16.715	1.95	157	16.433	2.11	170	17.825	2.45	193	17.825	2.45	193	21.715	2.83	222	21.333	2.95	232	22.821	3.35	260	22.821	3.35	260	26.714	3.71	287	3'																	
	4'	15.433	2.23	178	17.279	2.58	204	17.279	2.58	204	23.174	3.35	262	20.433	3.33	259	22.275	3.75	290	22.275	3.75	290	28.174	4.49	345	25.433	4.43	339	27.273	4.91	375	27.273	4.91	375	33.174	5.63	429	4'																	
	5'	17.033	2.65	209	20.324	3.44	267	20.324	3.44	267	26.244	4.16	320	22.033	3.85	297	25.322	4.78	365	25.322	4.78	365	31.243	5.42	413	27.033	5.05	385	30.321	6.12	463	30.321	6.12	463	36.243	6.69	506	5'																	
	6'	18.633	3.09	240	22.109	3.99	307	23.553	4.45	340	29.386	5.06	385	23.633	4.39	335	27.107	5.44	413	28.551	5.98	452	34.386	6.45	488	28.633	5.69	431	32.106	6.88	519	33.550	7.52	563	39.386	7.85	589	6'																	
5'	3'	12.133	1.44	121	13.830	1.73	140	13.830	1.73	140	17.715	2.13	170	18.133	2.44	195	19.823	2.81	219	19.823	2.81	219	23.714	3.18	248	24.133	3.45	269	25.820	3.89	299	25.820	3.89	299	29.714	4.24	326	3'																	
	4'	16.433	2.45	194	18.278	2.82	222	18.278	2.82	222	24.174	3.58	279	22.433	3.77	291	24.274	4.21	324	24.274	4.21	324	30.174	4.95	379	28.433	5.10	388	30.272	5.61	426	30.272	5.61	426	36.174	6.32	479	4'																	
	5'	18.083	2.89	227	21.324	3.71	286	21.324	3.71	286	27.244	4.41	339	24.033	4.33	333	27.322	5.32	404	27.322	5.32	404	33.243	5.93	450	30.033	5.77	438	33.320	6.93	522	33.320	6.93	522	39.243	7.45	561	5'																	
	6'	19.633	3.35	259	23.108	4.28	328	24.553	4.76	362	30.386	5.33	406	25.633	4.91	373	29.107	6.01	455	30.551	6.60	497	36.386	7.01	528	31.633	6.47	487	35.105	7.75	582	36.549	8.43	631	42.386	8.68	651	6'																	
6'	7'	21.233	3.85	297	24.553	4.76	362	27.742	5.91	445	33.653	6.31	476	27.233	5.53	419	30.551	6.60	497	33.740	7.97	596	39.652	8.13	609	33.283	7.20	542	36.549	8.43	631	39.738	10.03	746	45.652	9.95	742	7'																	
	8'	22.833	4.38	334	26.398	5.41	411	29.988	6.80	510	36.753	7.37	553	28.833	6.17	465	32.396	7.38	554	35.986	9.02	671	42.753	9.34	697	34.833	7.97	596	38.395	9.35	698	41.985	11.24	833	48.753	11.31	841	8'																	
	3'	13.133	1.61	133	14.828	1.91	153	14.828	1.91	153	18.715	2.30	183	20.133	2.78	220	21.822	3.17	246	21.822	3.17	246	25.714	3.53	274	27.133	3.95	306	28.818	4.43	339	28.818	4.43	339	32.714	4.77	365	3'																	
	4'	17.433	2.67	210	19.278	3.05	238	19.278	3.05	238	25.174	3.81	295	25.433	4.21	324	26.273	4.68	358	26.273	4.68	358	32.174	5.41	412	31.433	5.76	436	33.271	6.30	477	33.271	6.30	477	39.174	7.00	529	4'																	
7'	5'	19.033	3.13	244	22.323	3.98	306	22.323	3.98	306	28.244	4.66	358	26.033	4.81	368	29.321	5.86	443	29.321	5.86	443	35.243	6.44	487	33.033	6.49	491	36.320	7.74	581	36.320	7.74	581	42.243	8.21	617	5'																	
	6'	20.633	3.61	278	24.108	4.57	350	25.552	5.06	384	31.386	5.61	426	27.633	5.43	411	31.016	6.59	498	32.550	7.21	541	38.386	7.57	569	34.633	7.25	545	38.105	8.62	646	39.549	9.35	698	45.386	9.52	712	6'																	
	7'	22.233	4.13	317	25.552	5.06	384	28.742	6.25	471	34.653	6.61	499	29.233	6.09	460	32.550	7.21	541	35.379	8.66	646	41.652	8.74	653	36.283	8.04	603	39.549	9.35	698	42.738	11.06	822	48.652	10.86	809	7'																	
	8'	23.833	4.68	355	27.397	5.74	434	30.988	7.17	537	37.753	7.70	577	30.833	6.77	509	34.396	8.04	602	37.986	9.76	725	44.753	10.00	745	37.833	8.87	661	41.394	10.33	769	44.985	12.35	914	51.753	12.30	913	8'																	
8'	4'	18.433	2.89	227	20.277	3.28	256	20.277	3.28	256	26.174	4.04	312	26.433	4.65	356	28.272	5.14	392	28.272	5.14	392	34.174	5.86	446	34.433	6.42	485	36.270	7.00	528	36.270	7.00	528	42.174	7.68	579	4'																	
	5'	20.033	3.37	262	23.323	4.24	325	23.323	4.24	325	29.243	4.92	376	28.033	5.29	403	31.321	6.39	483	31.321	6.39	483	37.243	6.94	524	36.033	7.21	544	39.319	8.54	640	39.319	8.54	640	45.243	8.97	672	5'																	
	6'	21.633	3.87	297	25.108	4.86	371	26.552	5.37	407	32.386	5.89	447	29.633	5.95	449	33.106	7.17	540	34.550	7.82	586	40.386	8.12	610	37.633	8.03	601	41.105	9.49	709	42.549	10.27	765	48.386	10.36	773	6'																	
	7'	23.233	4.41	337	26.552	5.37	407	29.741	6.60	496	35.653	6.92	521	31.233	6.64	501	34.550	7.82	586	37.739	9.34	696	43.652	9.34	698	39.283	8.88	664	42.549	10.27	765	45.737	12.09	896	51.652	11.77	875	7'																	
9'	8'	24.833	4.98	378	28.397	6.07	458	31.987	7.54	564	38.753	8.03	601	32.833	7.37	552	36.395	8.69	650	39.985	10.50	779	46.753	10.65	793	40.833	9.77	727	44.394	11.32	841	47.984	13.46	995	54.753	13.28	985	8'																	
	4'	19.433	3.11	242	21.276	3.51	272	21.276	3.51	272	27.174	4.27	328	28.433	5.10	388	30.272	5.61	426	30.272	5.61	426	36.174	6.32	479	37.433	7.08	533	39.269	7.70	579	39.269	7.70	579	45.174	8.37	629	4'																	
	5'	21.033	3.61	280	24.323	4.51	345	24.323	4.51	345	30.243	5.17	395	30.033	5.77	438	33.320	6.93	522	33.320	6.93	522	39.243	7.45	561	39.033	7.93	596	42.319	9.35	699	42.319	9.35	699	48.243	9.73	728	5'																	
	6'	22.633	4.13	316	26.107	5.15	392	27.552	5.68	429	33.386	6.17	467	31.633	6.47	487	35.105	7.75	582	36.549	8.43	631	42.386	8.68	651	40.633	8.81	659	44.104	10.36	773	45.548	11.19	832	51.386	11.19	834	6'																	
10'	7'	24.233	4.69	358	27.552	5.68	429	30.741	6.94	521	36.653	7.22	543	33.233	7.20	542	36.549	8.43	631	39.738	10.03	746	45.652	9.95	742	42.233	9.72	726	45.548	11.19	832	48.737	13.12	972	54.652	12.68	942	7'																	
	8'	25.833	5.28	399	29.397	6.40	482	32.987	7.91	591	39.753	8.35	625	34.833	7.97	596	38.395	9.35	698	41.985	11.24	833	48.753	11.31	841	43.833	10.66	793	47.393	12.30	913	50.984	14.57	1076	57.753	14.27	1056	8'																	
	9'	27.333	5.86	443	31.412	7.11	535	35.233	8.94	668	43.040	9.64	720	36.333	8.72	652	40.140	10.25	764	44.232	12.51	928	52.040	12.83	954	45.333	11.58	860	49.138	13.38	992	53.231	16.08	1187	61.040	16.03	1186	9'																	
	10'	28.833	6.46	486	32.666	7.78	582	37.379	9.98	743	46.141	10.93	815	37.833	9.49	706	41.664	11.07	822	46.378	13.77	1019	55.141	14.35	1064	46.833	12.52	928	50.663	14.37	1063	55.377	17.57	1295	64.140	17.77	1313	10'																	
9'	4'	20.433	3.33	259	22.275	3.75	290	22.275	3.75	290	28.174	4.49	345	30.433	5.54	421	32.271	6.07	460	32.271	6.07	460	38.174	6.77	513	40.433	7.74	582	42.269	8.40	630	42.269	8.40	630	48.173	9.05	680	4'																	
	5'	22.033	3.85	297	25.322	4.78	365	25.322	4.78	365	31.243	5.42	413	32.033	6.25	473	35.320	7.47	561	35.320	7.47	561	41.243	7.96	598	42.033	8.65	649	45.318	10.15	</																								

OUTLET HEADWALL

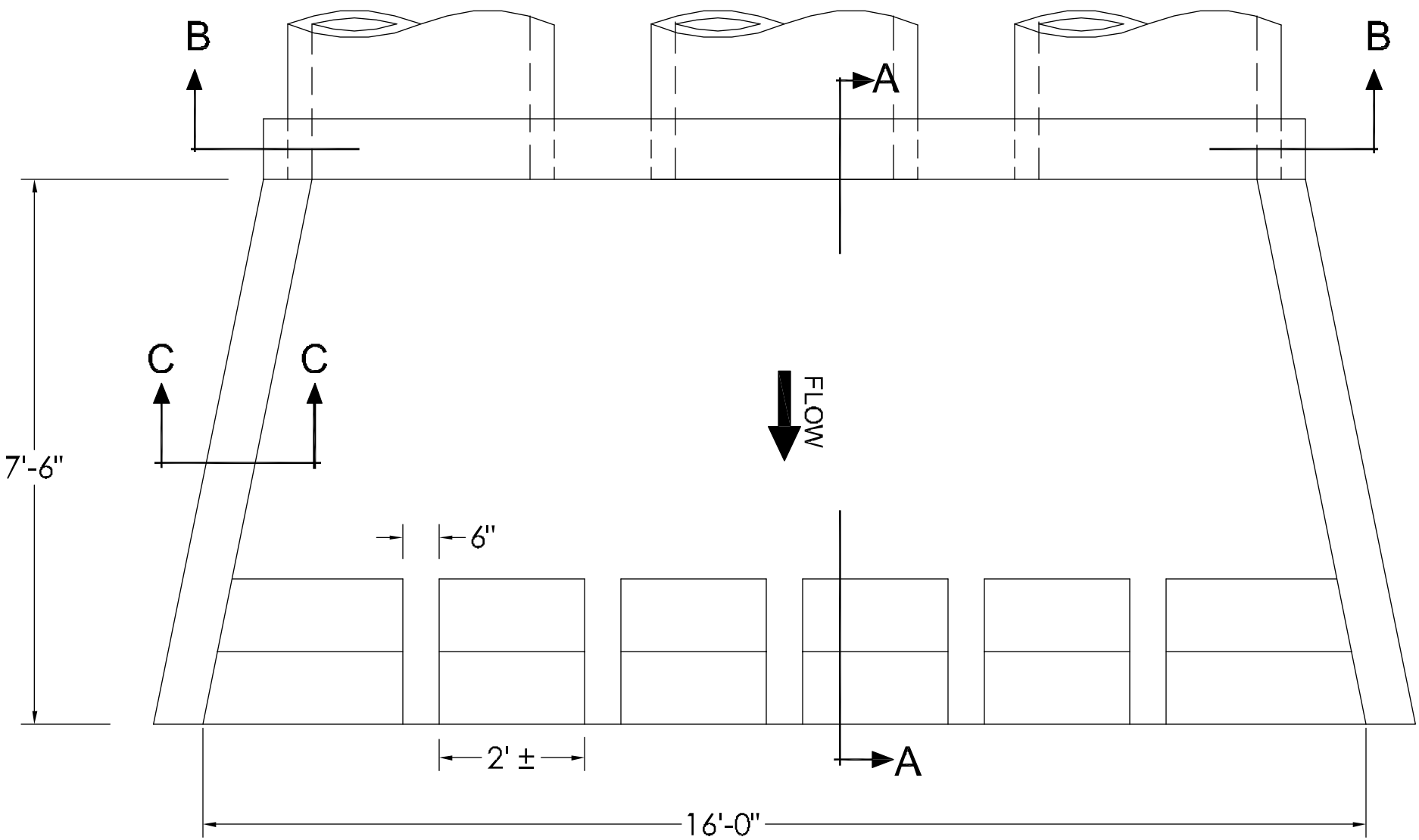


FRONT ELEVATION

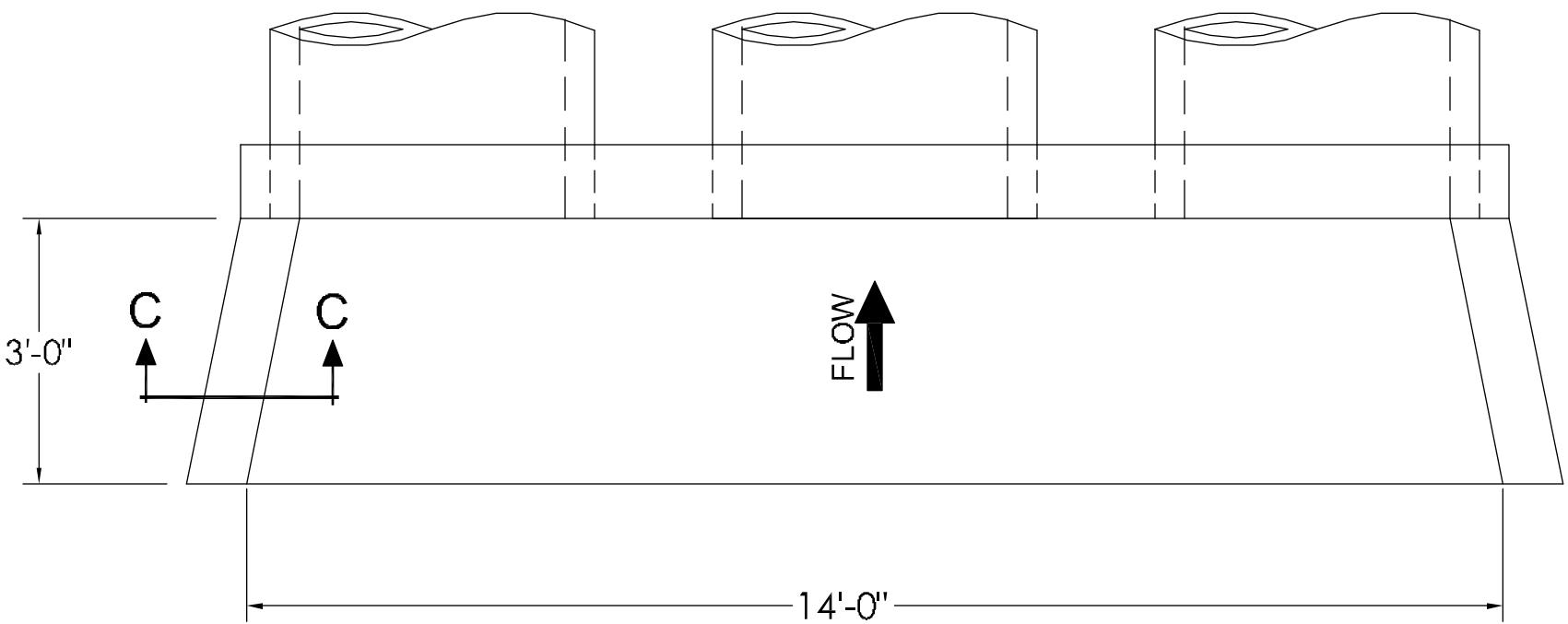
INLET HEADWALL



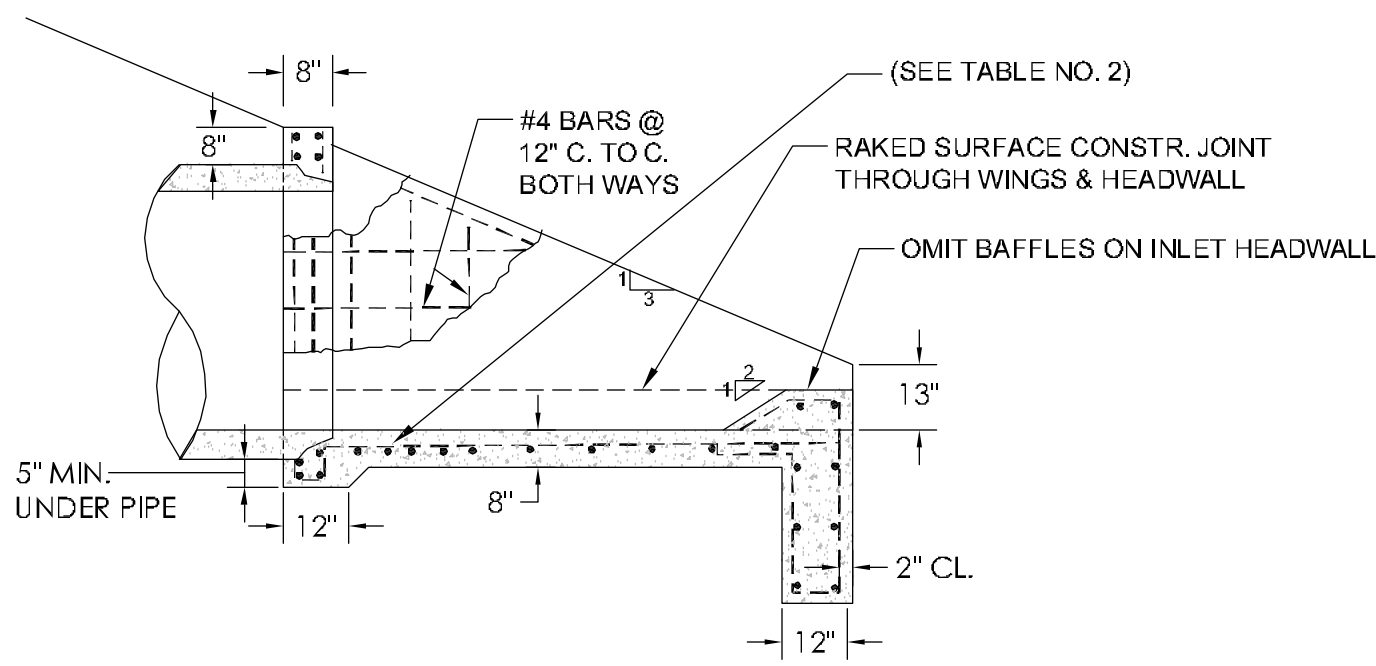
FRONT ELEVATION



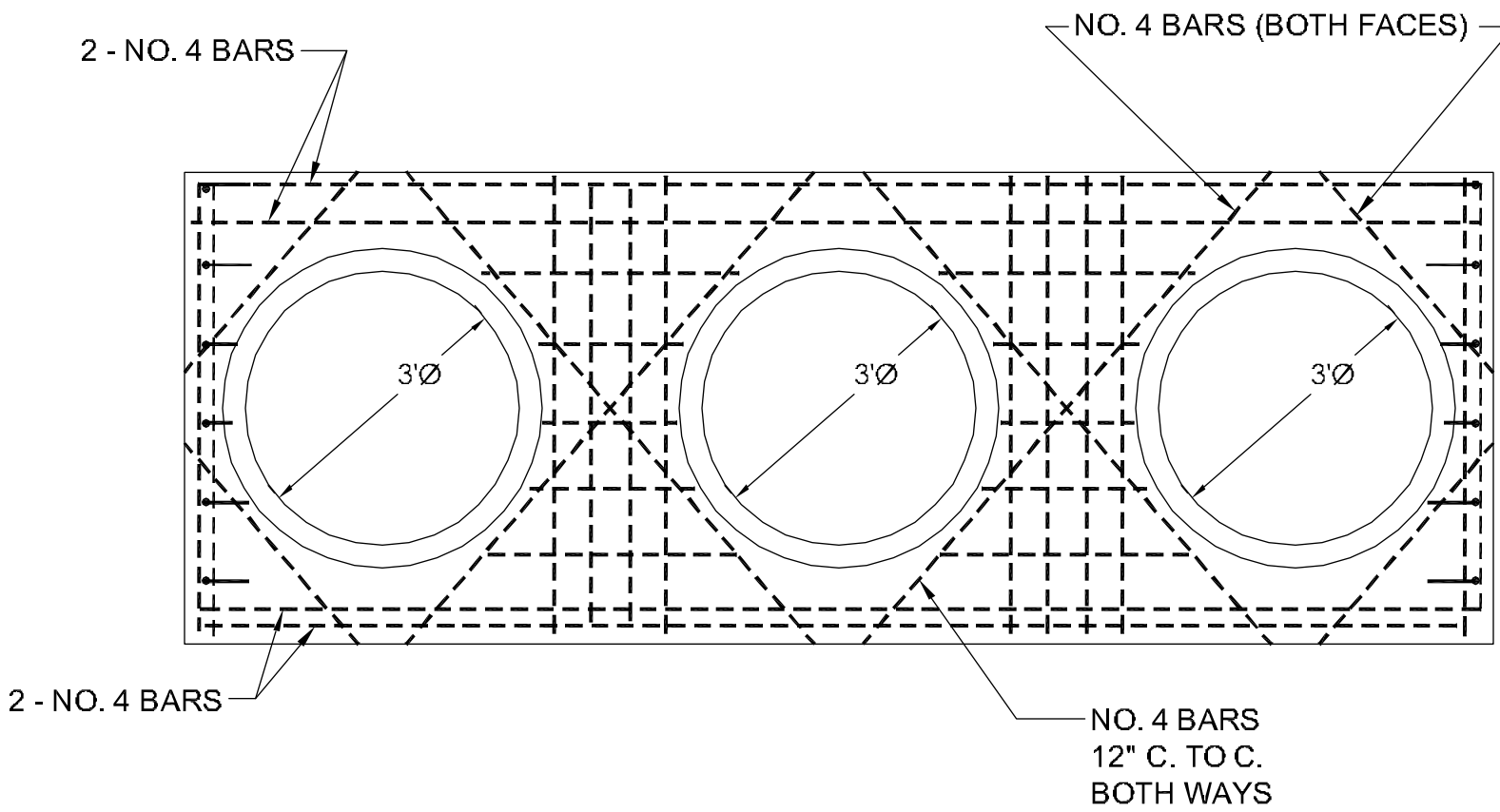
PLAN VIEW



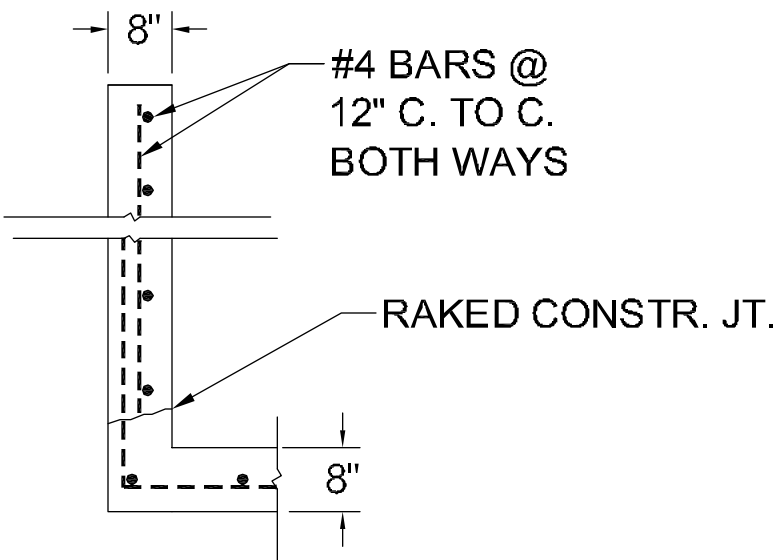
PLAN VIEW



SECTION A-A



SECTION B-B
(MULTIPLE PIPE LINE) *



SECTION C-C

TABLE No.1 - QUANTITIES FOR HEADWALL												
CU. YDS. CONCRETE (PAY QUANTITIES)							LBS STEEL (GIVEN FOR INFORMATION ONLY)					
	FOR SINGLE LINE			ADD FOR ADDITIONAL LINE			FOR SINGLE LINE			ADD FOR ADDITIONAL LINE		
D	INLET	OUTLET		INLET	OUTLET		INLET	OUTLET		INLET	OUTLET	
36"	2.92	3.05		2.49	2.63		238	254		196	212	

*NOTE:
QUANTITIES SHOWN ARE APPROXIMATE. PAY QUANTITIES FOR CLASS "A" CONCRETE WILL BE AS INDICATED ON BID FORM, INCLUDING REINFORCED STEEL. NO ADJUSTMENT WILL BE MADE FOR AS BUILT QUANTITIES.



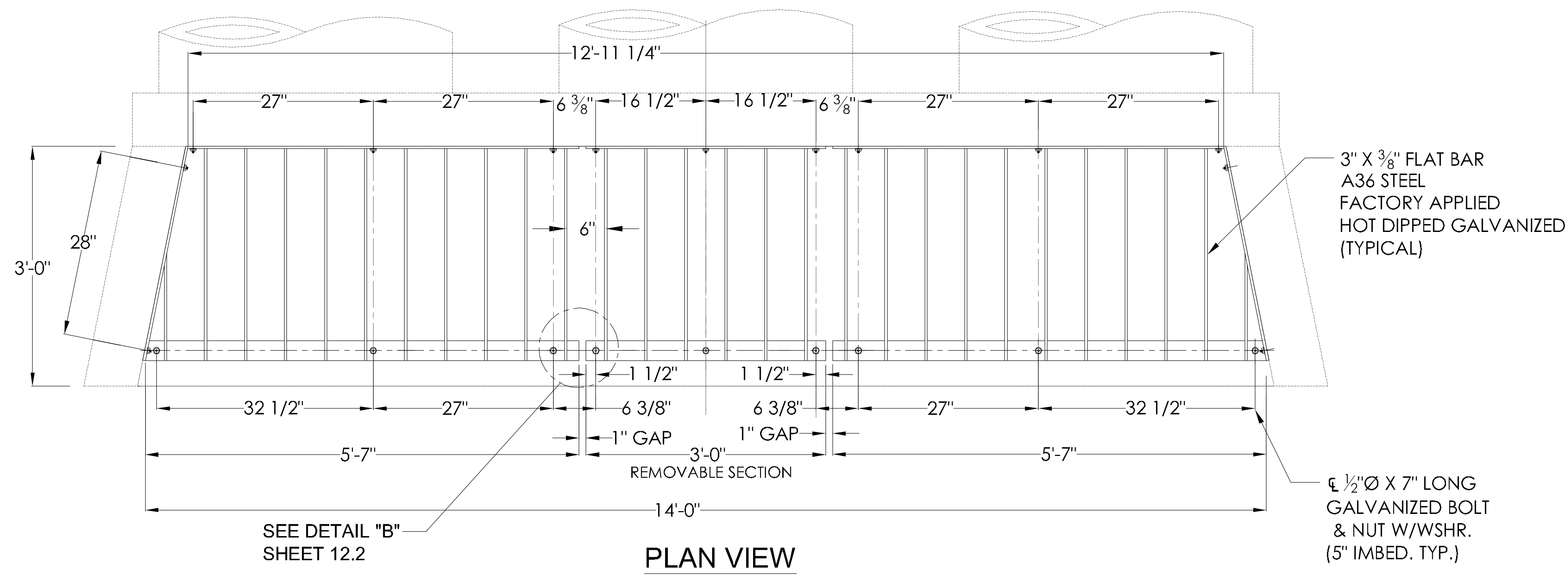
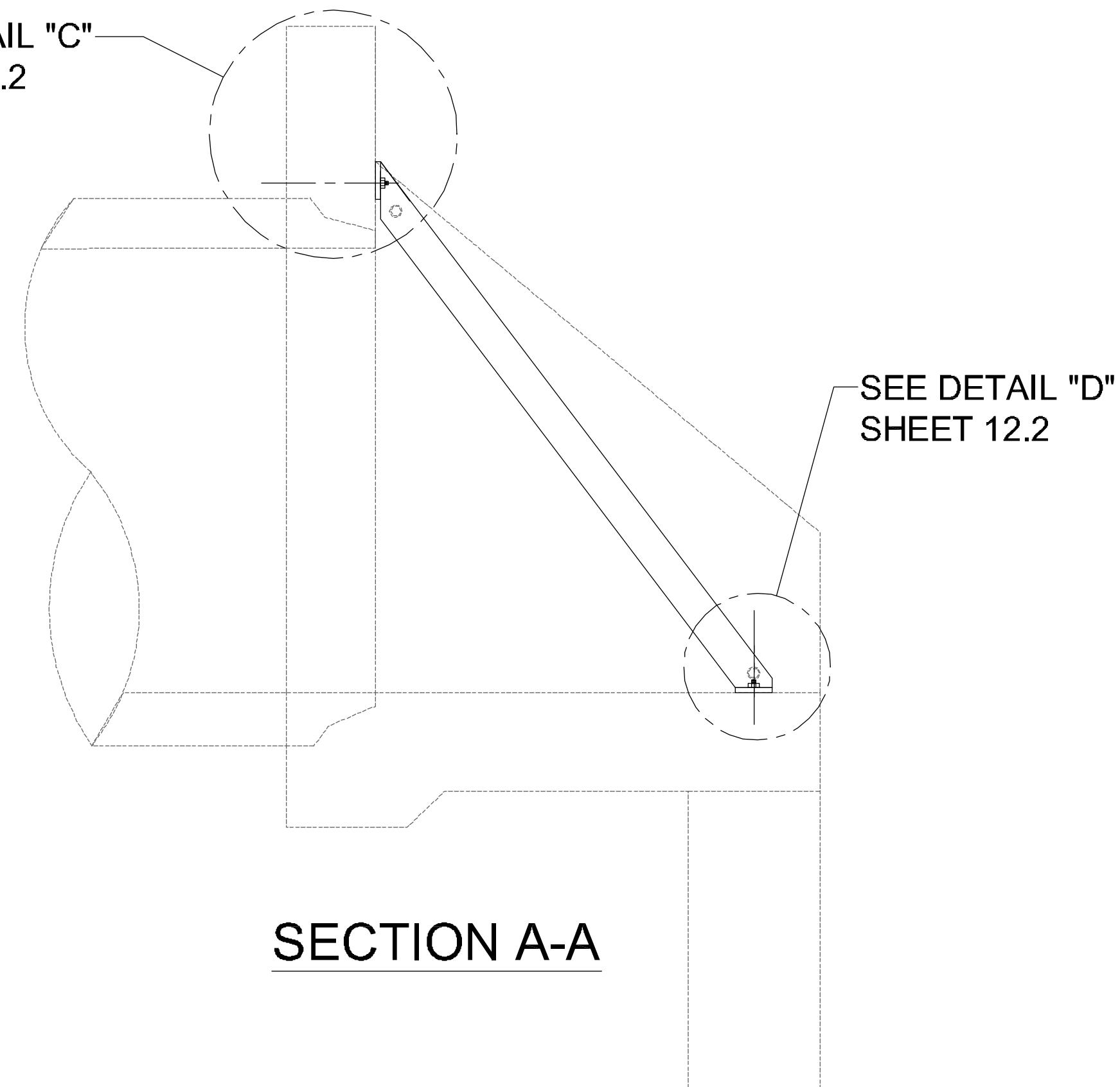
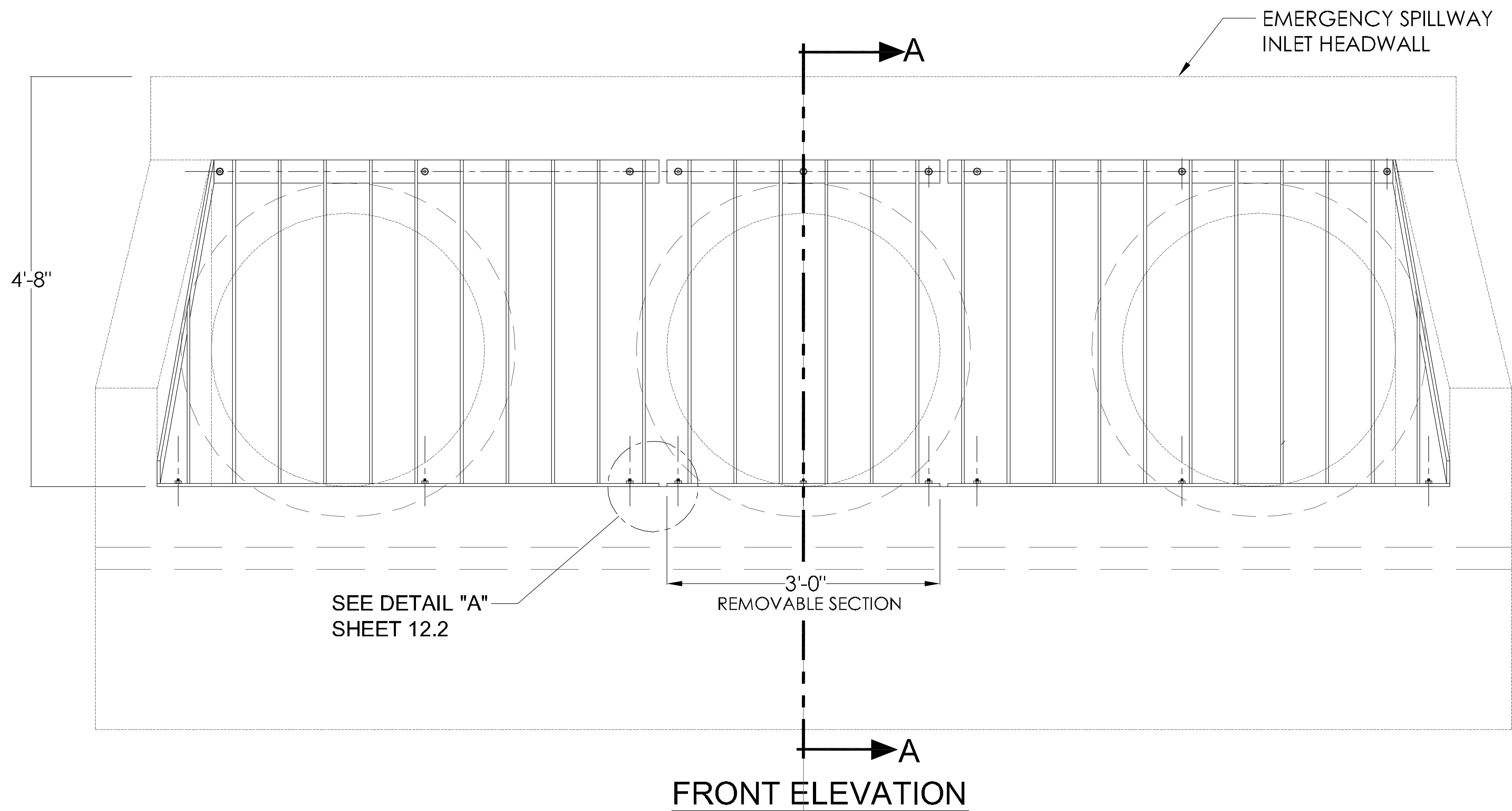
Mallett Consulting, Inc.
101 DEVANT ST., SUITE 804 FAYETTEVILLE, GEORGIA 30214
PHONE: 770-719-3333
FAX: 770-719-3377

CATEGORY I UPGRADES TO
PENDLETON LAKE DAM FOR
TOWN OF TYRONE, GEORGIA

STORM LINE "A" HEADWALLS

LAND LOT - 108	DESIGN	MCI	SCALE	1" = 2'-0"
DISTRICT - 7th	DRAWN	JLP, DWJ	DATE	10/21/19
SECTION -	CHECK	DWJ	FILE NO.	18101-24C
CITY - TYRONE	APPROVED	DWJ	SHEET NO.	12.0
COUNTY - FAYETTE				
STATE - GEORGIA				
REV. No.	DATE	DESCRIPTION	BY	APP'D





NOTES:

1. MAXIMUM SIZE OF OUTLET TO BE USED WITH THIS RACK IS 48" PIPE.
2. ALL EXPOSED FERROUS PARTS SHALL BE GALVANIZED.
3. IF FIELD WELDS ARE NECESSARY, USE CALVICON, GALVALLOY OR CITY APPROVED EQUAL FOR COATING.
4. ALL BOLTS SHALL BE 1/2" IN DIAMETER AND 7" IN LENGTH. ON REMOVABLE PORTION OF THE RACK, USE STAINLESS STEEL BOLTS AND NUTS. WHERE HEADWALL AND WINGWALL ARE EXISTING, HILTI KWIK-BOLT OR EQUIVALENT CAN BE USED.

SEE SHEET 12.2 FOR DETAILS



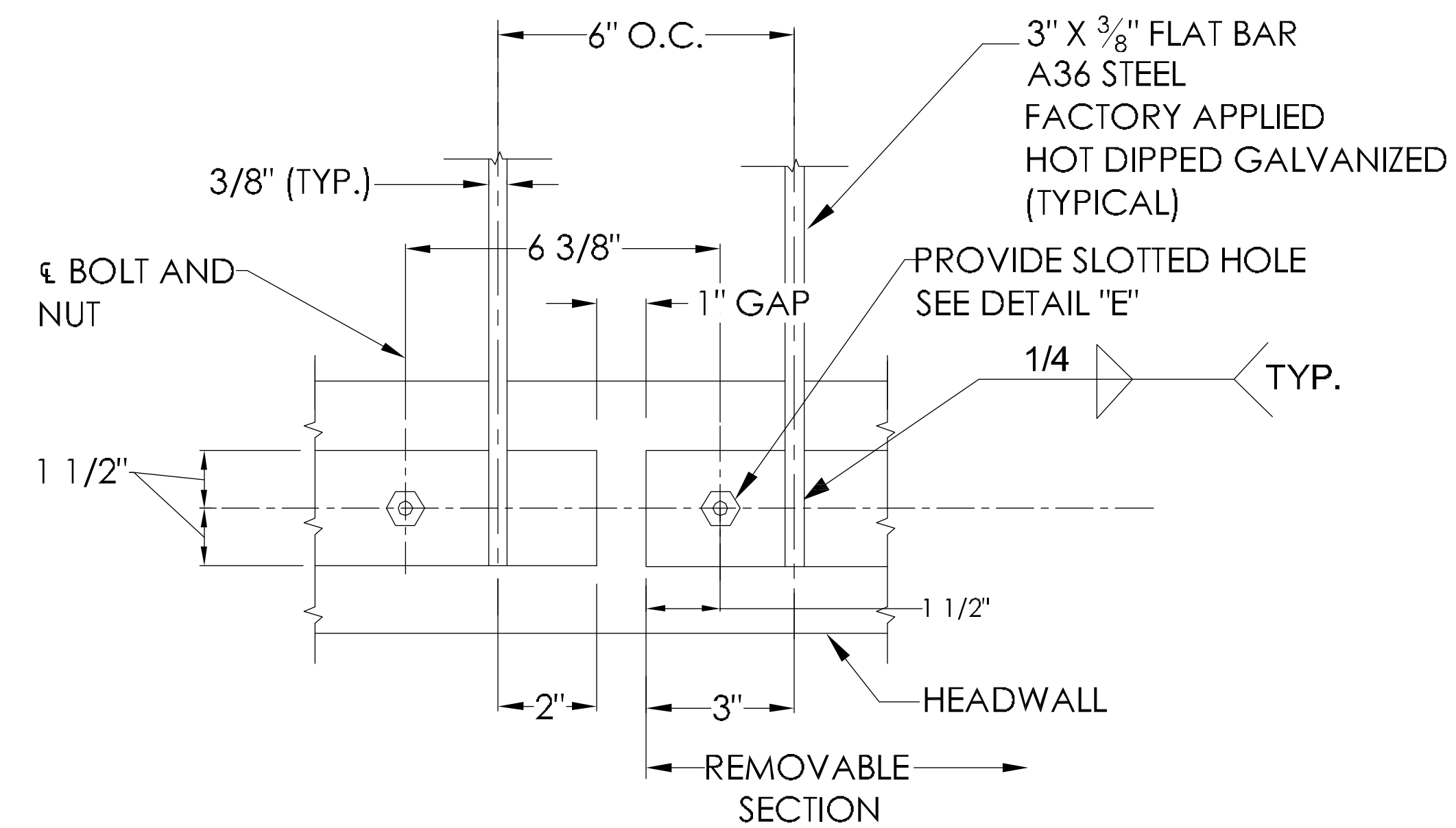
Mallett Consulting, Inc.
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CATEGORY I UPGRADES TO
PENDLETON LAKE DAM FOR
TOWN OF TYRONE, GEORGIA

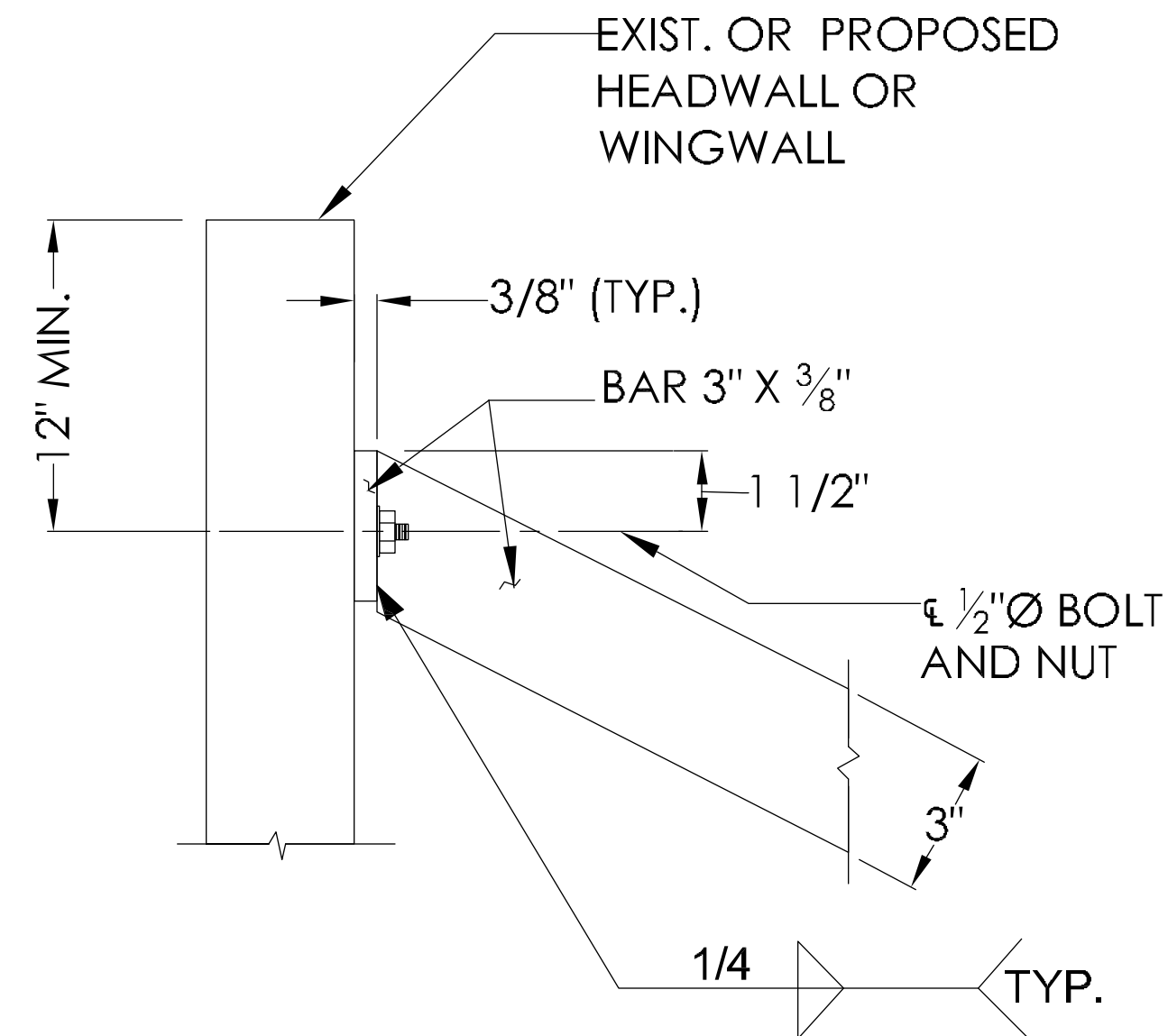
STORM LINE "A" INLET
HEADWALL TRASH GUARD



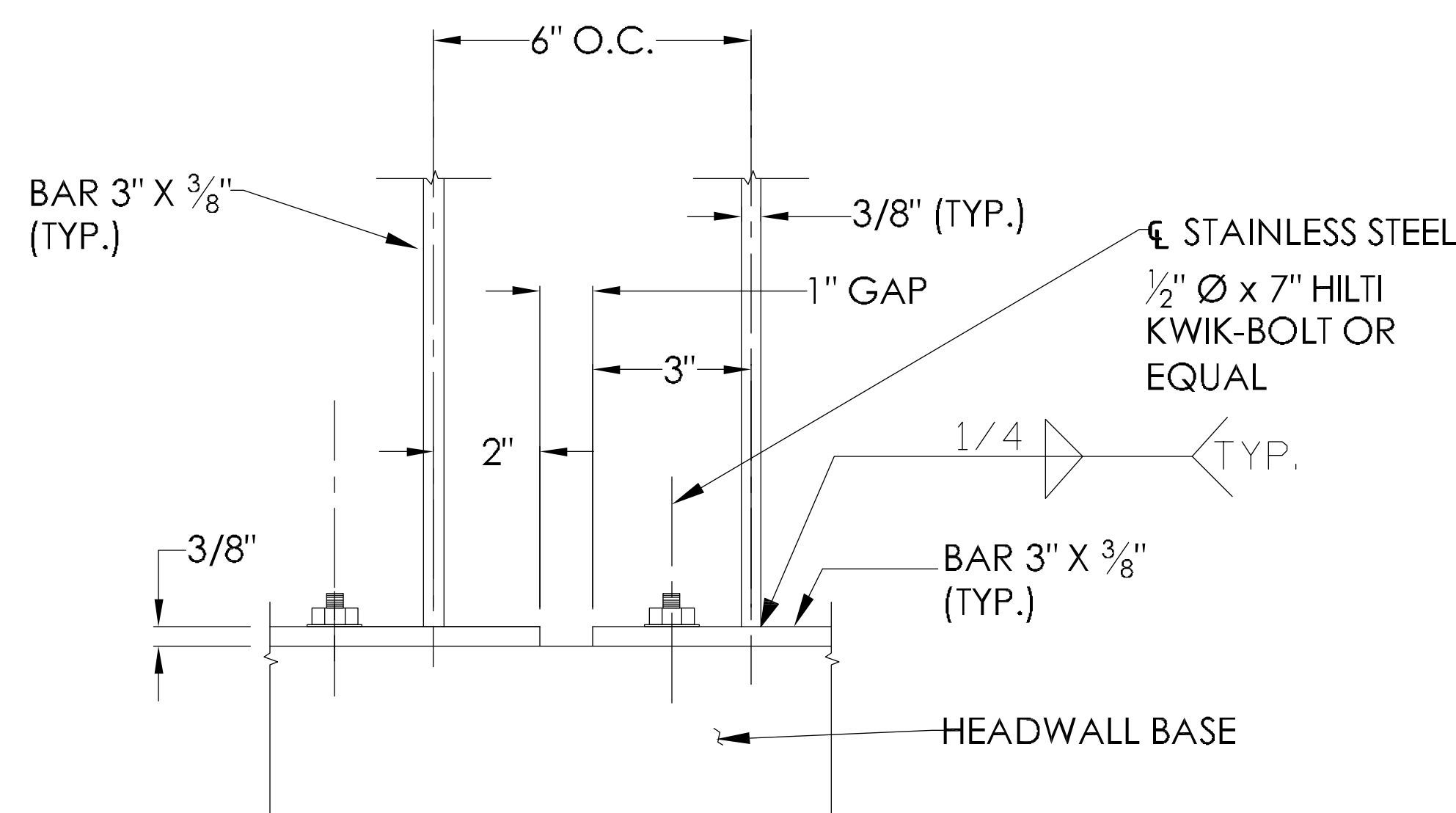
						LAND LOT - 108	DESIGN	MCI	SCALE	H: 1"=20'
						DISTRICT - 7th	DRAWN	JLP, DWJ	DATE	V: 1"=5'
						SECTION -	CHECK	DWJ	FILE NO.	
						CITY - TYRONE	APPROVED	DWJ	18101-24C	
REV. No.	DATE	DESCRIPTION	BY	APP'D	COUNTY - FAYETTE	STATE - GEORGIA			SHEET NO.	12.1



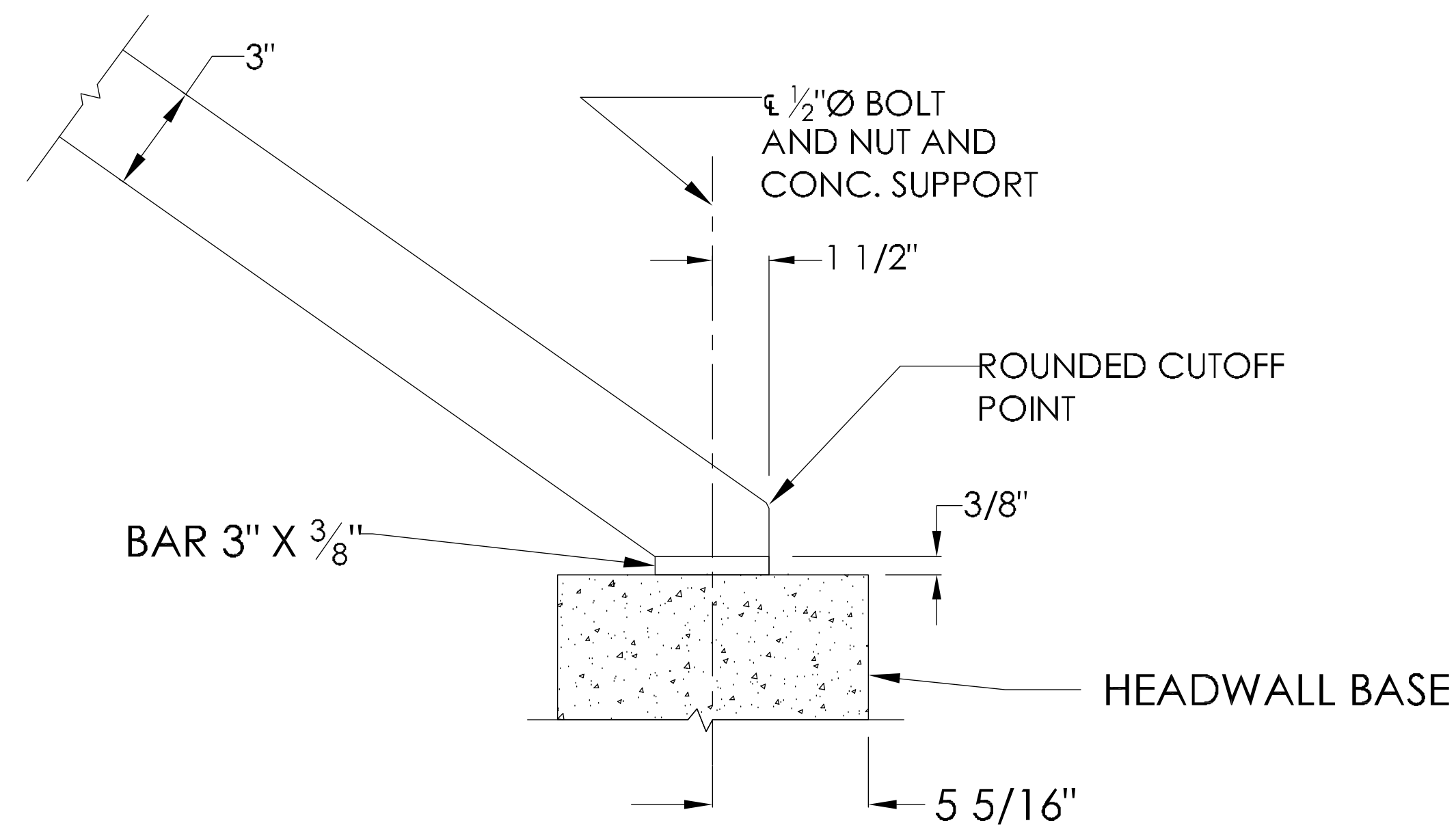
DETAIL "B"



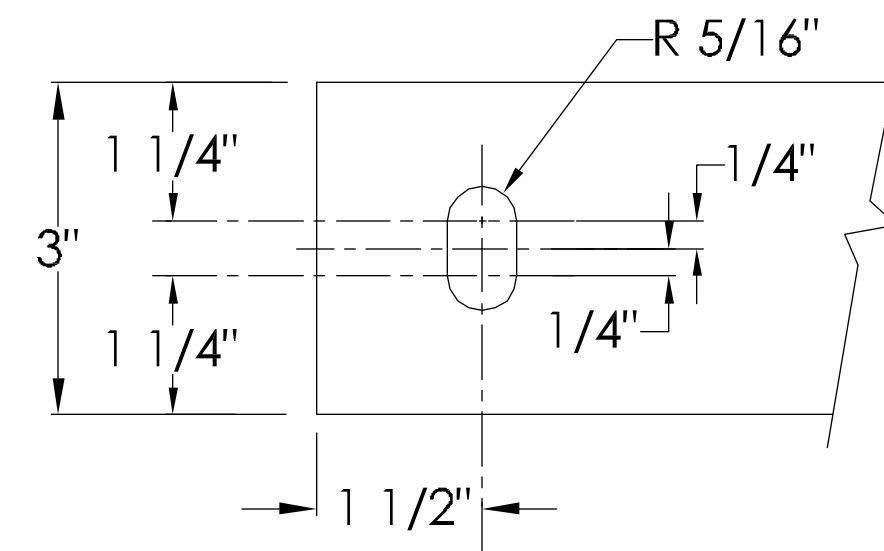
DETAIL "C"



DETAIL "A"



DETAIL "D"



DETAIL "E"

APPLIES TO THE TOP AND BOTTOM
BARS OF THE REMOVABLE SECTION ONLY

NOTE:
ALL 3" X 3/8" FLAT BAR
TO BE A36 STEEL,
FACTORY APPLIED
HOT DIPPED GALVANIZED.

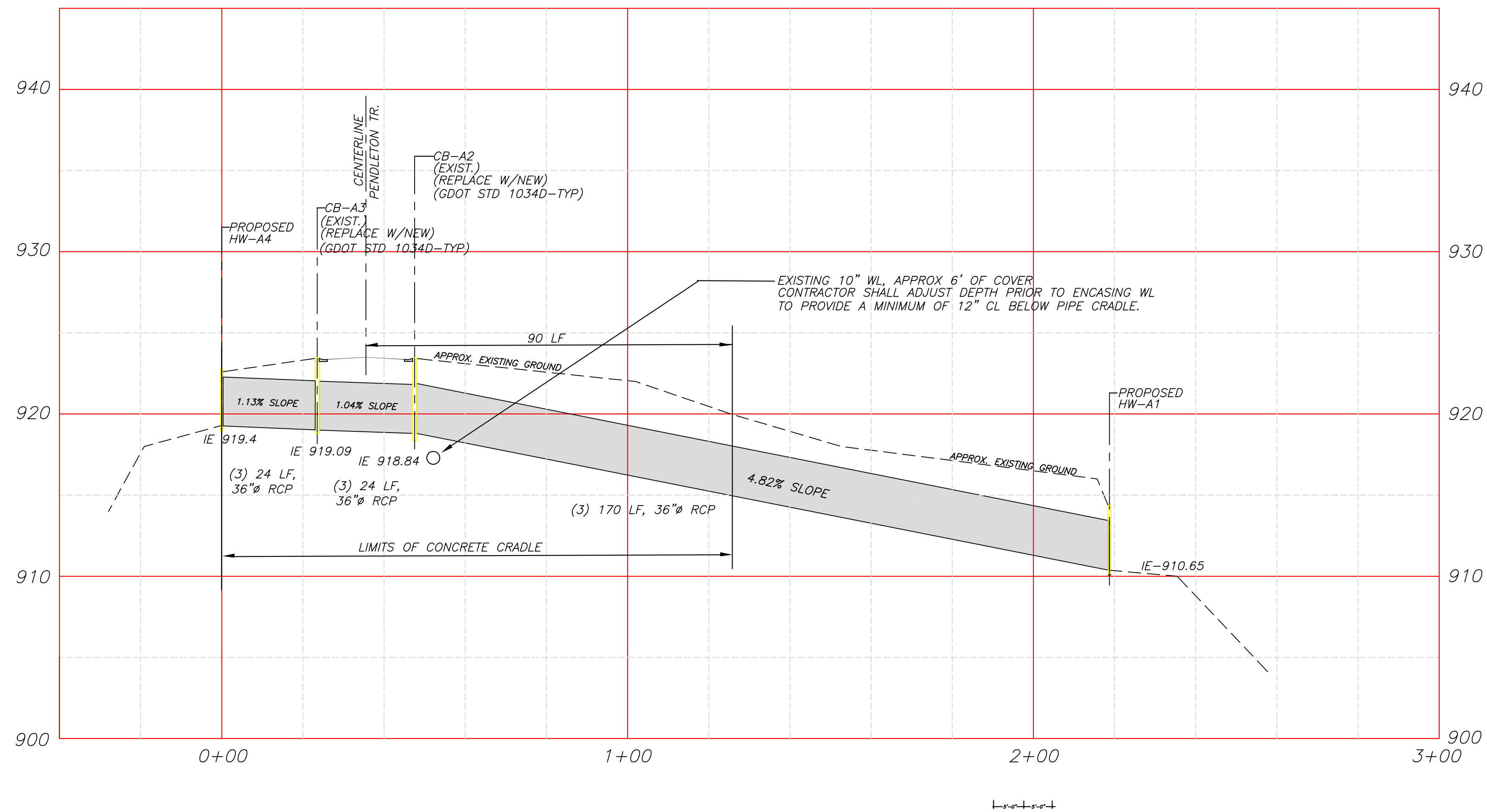
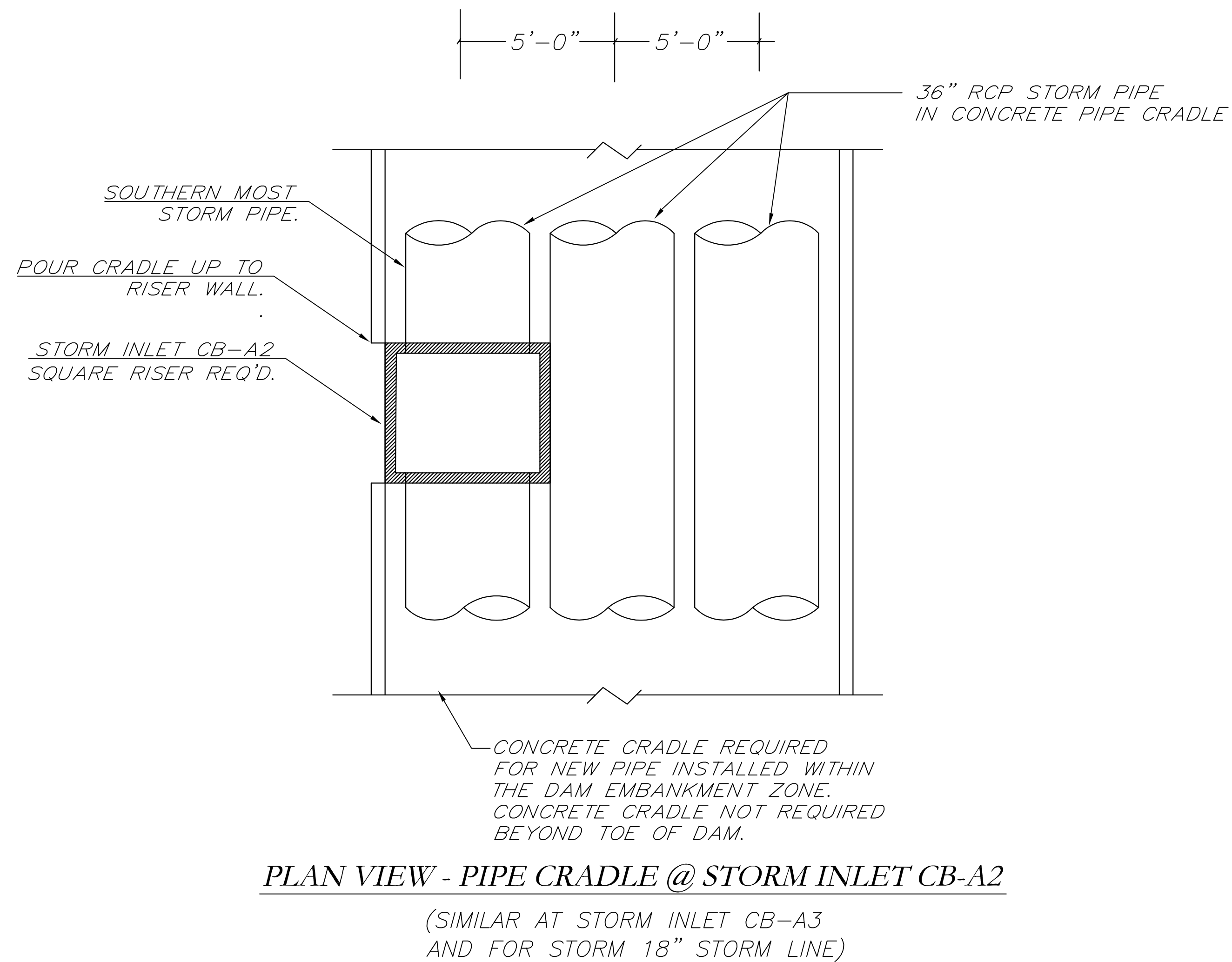


					LAND LOT - 108	DESIGN MCI	SCALE H: 1"=20' V: 1"=5'
					DISTRICT - 7th	DRAWN JLP, DWJ	DATE 10/21/19
					SECTION -	CHECK DWJ	FILE NO. 18101-24C
					CITY - TYRONE	APPROVED DWJ	SHEET NO. 12.2
REV. No.	DATE	DESCRIPTION	BY	APP'D	COUNTY - FAYETTE		
					STATE - GEORGIA		

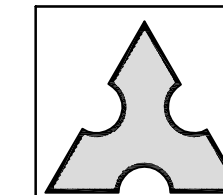
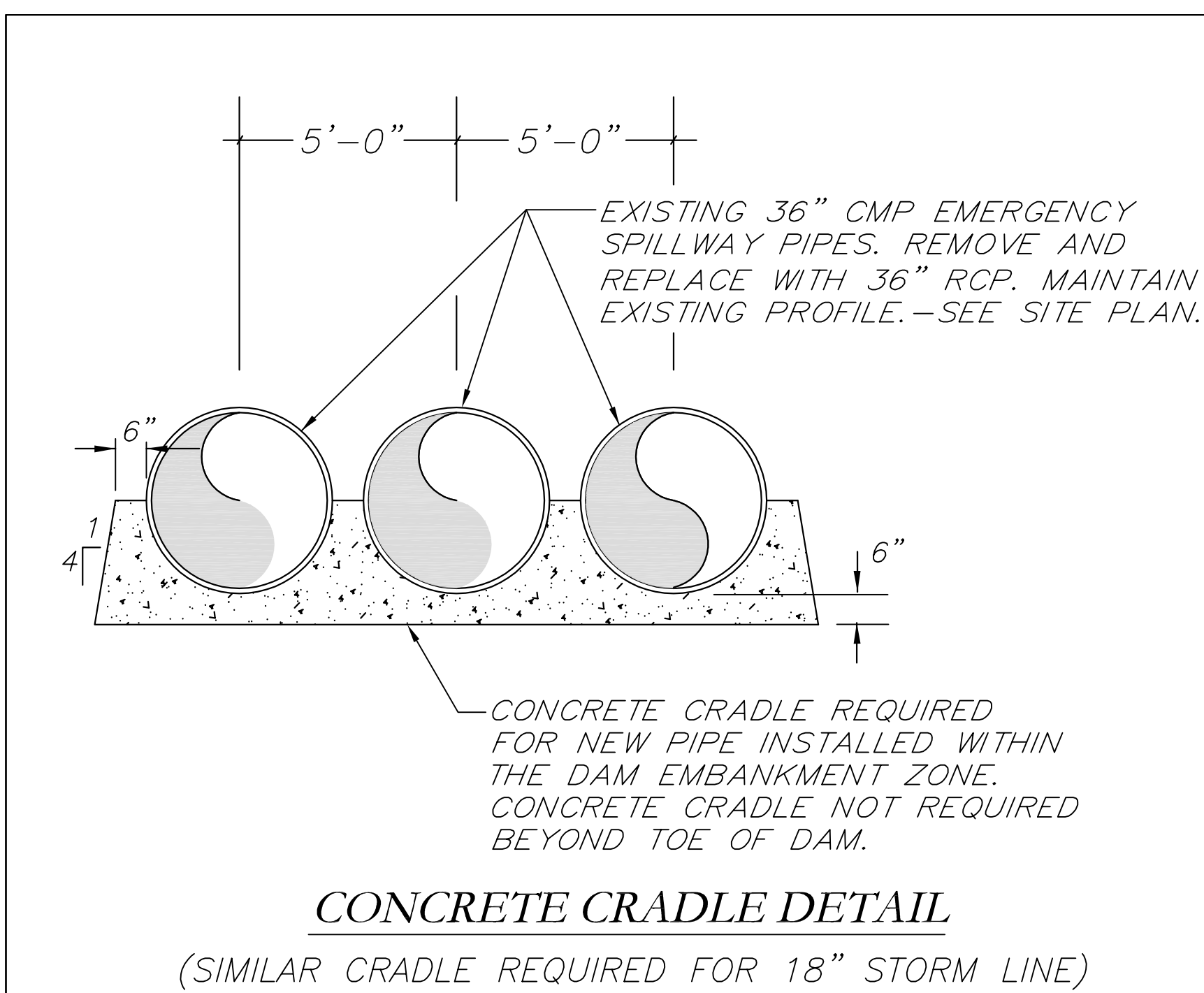
Mallett Consulting, Inc.
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CATEGORY I UPGRADES TO
PENDLETON LAKE DAM FOR
TOWN OF TYRONE, GEORGIA

STORM LINE "A" INLET
HEADWALL TRASH GUARD DETAILS

**NOTE:**

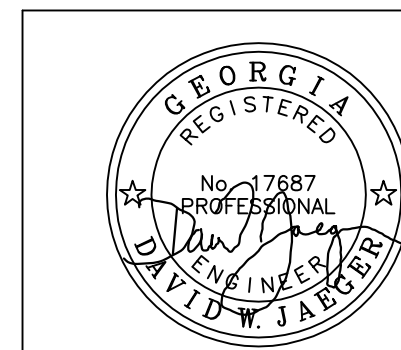
- CONTRACTOR SHALL REMOVE AND REPLACE EXISTING 36" CMP EMERGENCY SPILLWAY PIPES (3) WITH 36" RCP. EXISTING CB-A2 AND CB-A3 SHALL BE REPLACED W/NEW. NEW HW-A1 AND HW-A4 SHALL BE INSTALLED AT THE OUTLET AND INLET ENDS OF THE NEW PIPES. THE NORTHERN-MOST AND CENTER PIPES DO NOT CONNECT TO CB-A2 AND CB-A3. THE SOUTHERN-MOST PIPE SHALL CONNECT TO CB-A2 AND CB-A3. SLOPE AND GRADES SHOWN ON THE PROFILE ARE FOR THE SOUTHERN-MOST PIPE. THE OTHER PIPES SHALL BE DEFLECTED AT EACH PIPE JOINT AS NEEDED TO APPROXIMATELY FOLLOW THE PROFILE OF THE SOUTHERN-MOST PIPE.
- EXISTING ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY PRIOR TO ORDERING MATERIALS AND SHALL NOTIFY ENGINEER REGARDING ANY CONFLICTS OR IRREGULARITIES.
- DISTURBED GRASS AREA SHALL BE RE-SODDED TO MATCH SURROUNDING SOD.



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CATEGORY I UPGRADES TO
PENDLETON LAKE DAM FOR
TOWN OF TYRONE, GEORGIA

STORMLINE "A" PROFILE



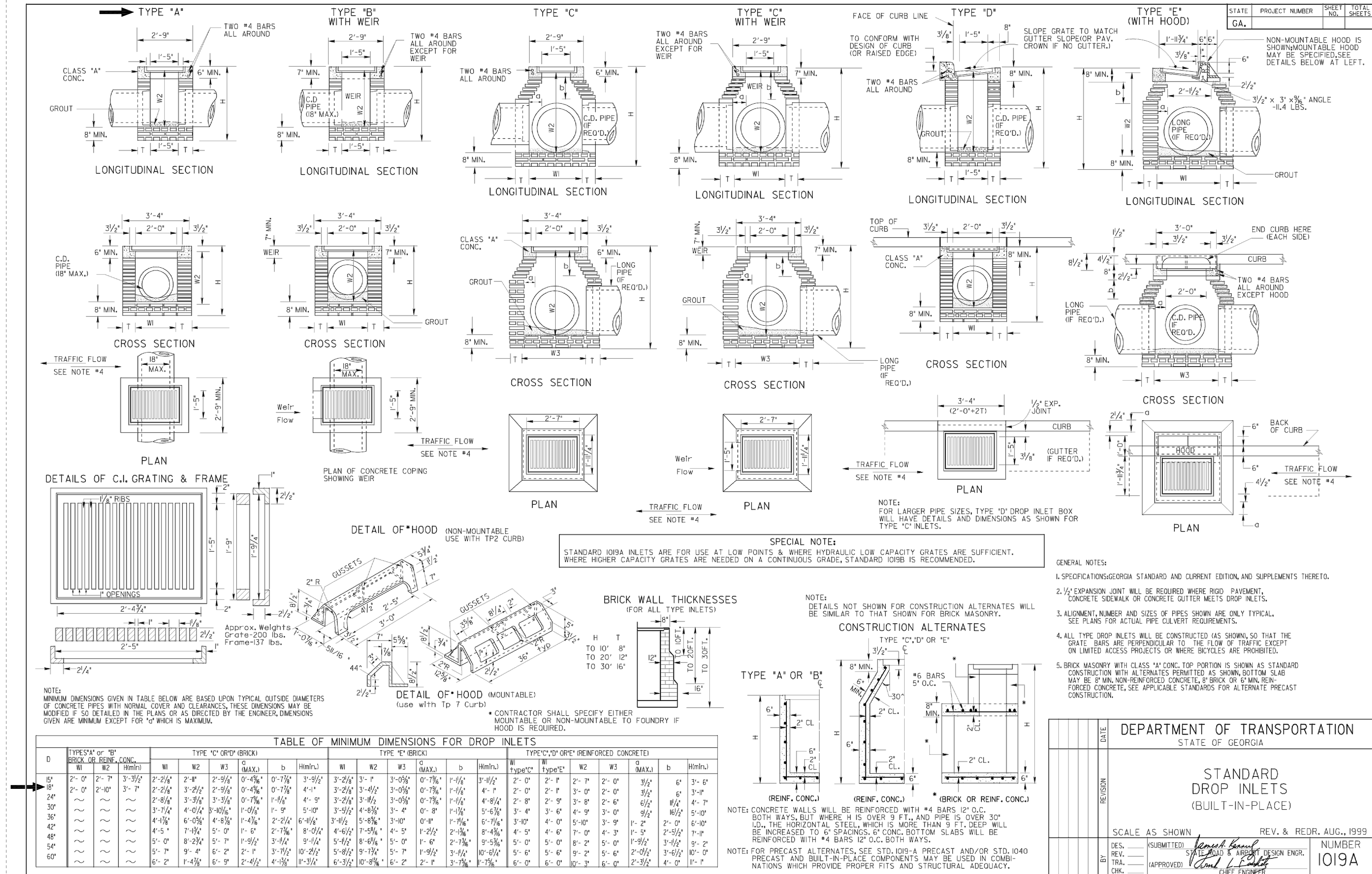
REV. No.	DATE	DESCRIPTION	BY	APP'D	STATE	LAND LOT - 108	DESIGN	SCALE
						DISTRICT - 7th	MCI	H: 1"=20'
						SECTION -	JLP, DWJ	V: 1"=5'
						CITY - TYRONE	CHECK	DATE
						COUNTY - FAYETTE	DWJ	10/21/19
						STATE - GEORGIA	APPROVED	FILE NO.
							DWJ	18101-24C
								SHEET NO.
								12.3

Profile view of a proposed storm sewer installation. The vertical axis shows elevation from 900 to 940 feet. The horizontal axis shows stationing from 0+00 to 3+00.

Key features and annotations:

- Centerline:** PENDLETON TR. (at station 0+00)
- CB-B4 (EXIST.) (REPLACE W/NEW):** MATCH TOP ELEV. 925.07± (GDOT STD 1034D-TYP)
- CB-B3 (EXIST.) (REPLACE W/NEW):** (GDOT STD 1034D-TYP) MATCH TOP ELEV. 924.94±
- DI-B2 (EXIST.) (REMOVE & REPLACE):** (GDOT STD. 1019-A, SEE SHEET 14.0)
- HW-B1 (PROPOSED):** (NO EXIST. HW)
- Slopes:** 5.00% SLOPE, 2.20% SLOPE, 2.37% SLOPE
- Inlets:** IE 919.92, IE 918.42 IN / IE 916.93 OUT, IE 914.62, IE 913.20
- Approx. Existing Ground:** Indicated by dashed lines.
- Storm Sewer Details:** 30 LF, 18"Ø RCP; 105 LF, 18"Ø RCP; 60 LF, 18"Ø RCP
- Top Elevation:** TOP ELEV. 916.87±
- Existing Structure:** EXIST. 10" WL APPROX. 4" OF COVER & 12" MIN CL ABOVE NEW STORM LINE.

6/7/2006 11:00:07 AM \\S00T-BSM\GDPLOT\QC\Figs_1\diff_output_ref.gowens M:\GARV\1019A FIX\1019A.grf GO-RDS



6/7/2006 11:00:07 AM \\S00T-BSM\GDPLOT\QC\Figs_1\diff_output_ref.gowens M:\GARV\1019A FIX\1019A.grf GO-RDS

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PHONE: 770-719-3333
FAX: 770-719-3377

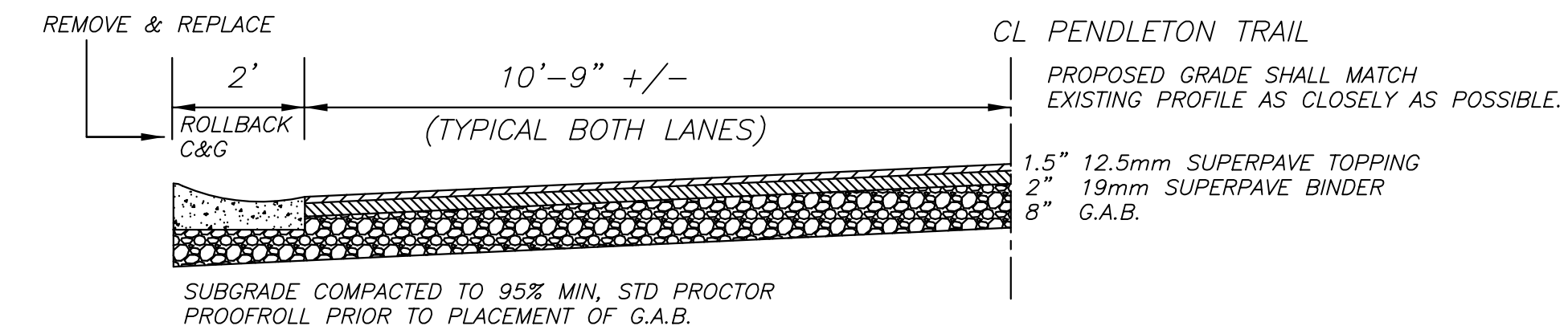
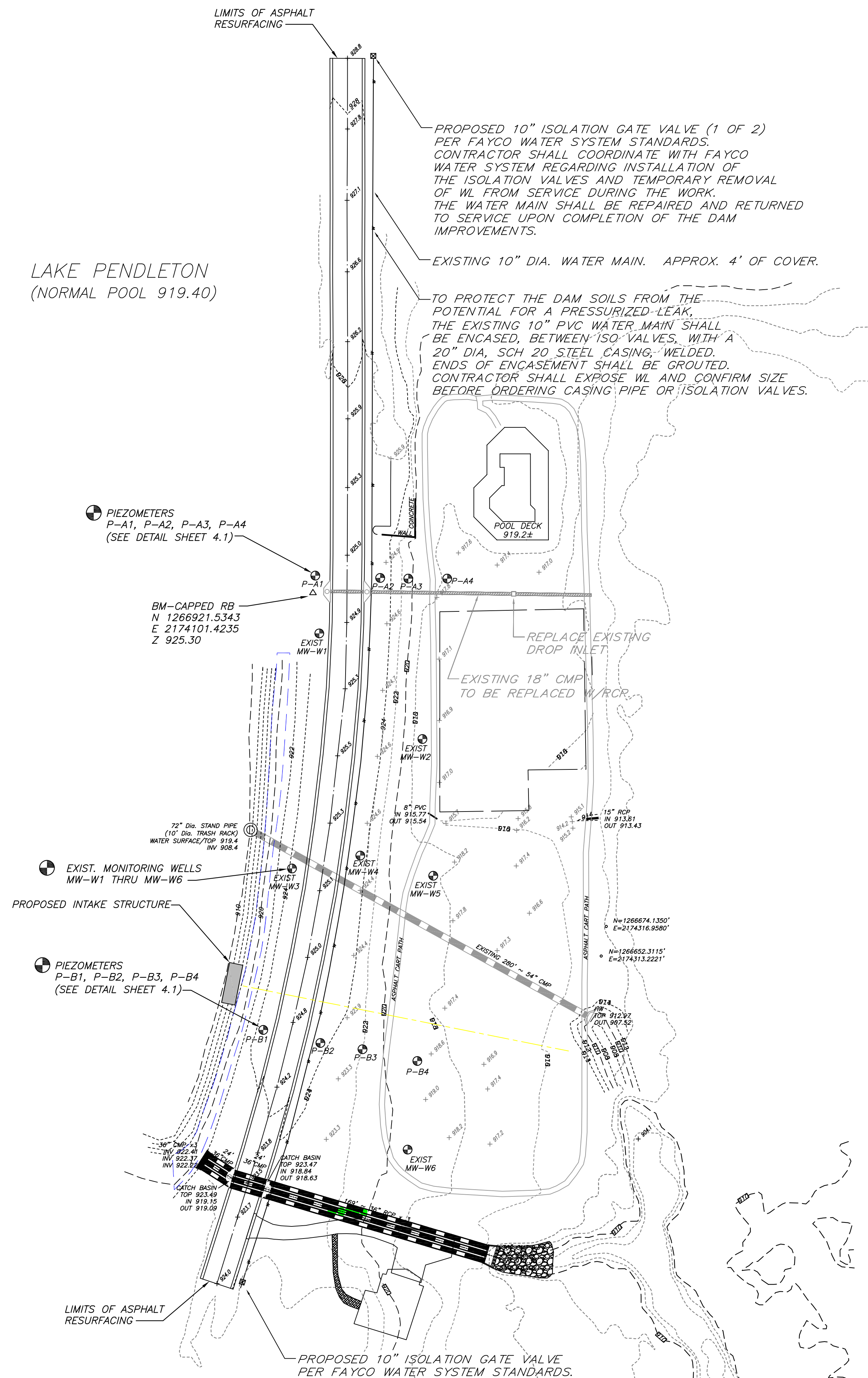
CATEGORY I UPGRADES TO
PENDLETON LAKE DAM FOR
TOWN OF TYRONE, GEORGIA

DROP INLET DETAILS

LAND LOT - 108	DESIGN MCI	SCALE N.T.S.
DISTRICT - 7th	DRAWN JLP, DWJ	DATE 10/21/19
SECTION -	CHECK DWJ	FILE NO. 18101-24C
CITY - TYRONE	APPROVED DWJ	SHEET NO. 14.0
COUNTY - FAYETTE		
STATE - GEORGIA		

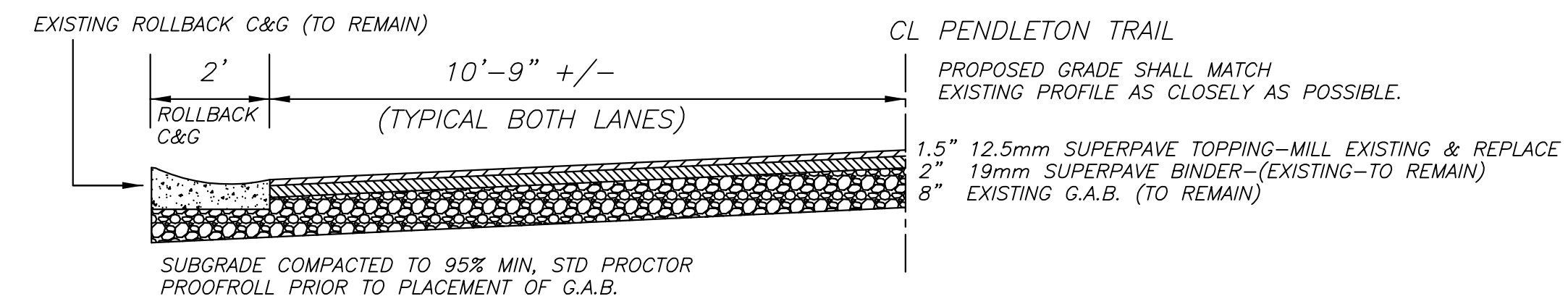


REV. No.	DATE	DESCRIPTION	BY	APP'D
1	1/15/21	PER SDP REVIEW	JLP	DWJ



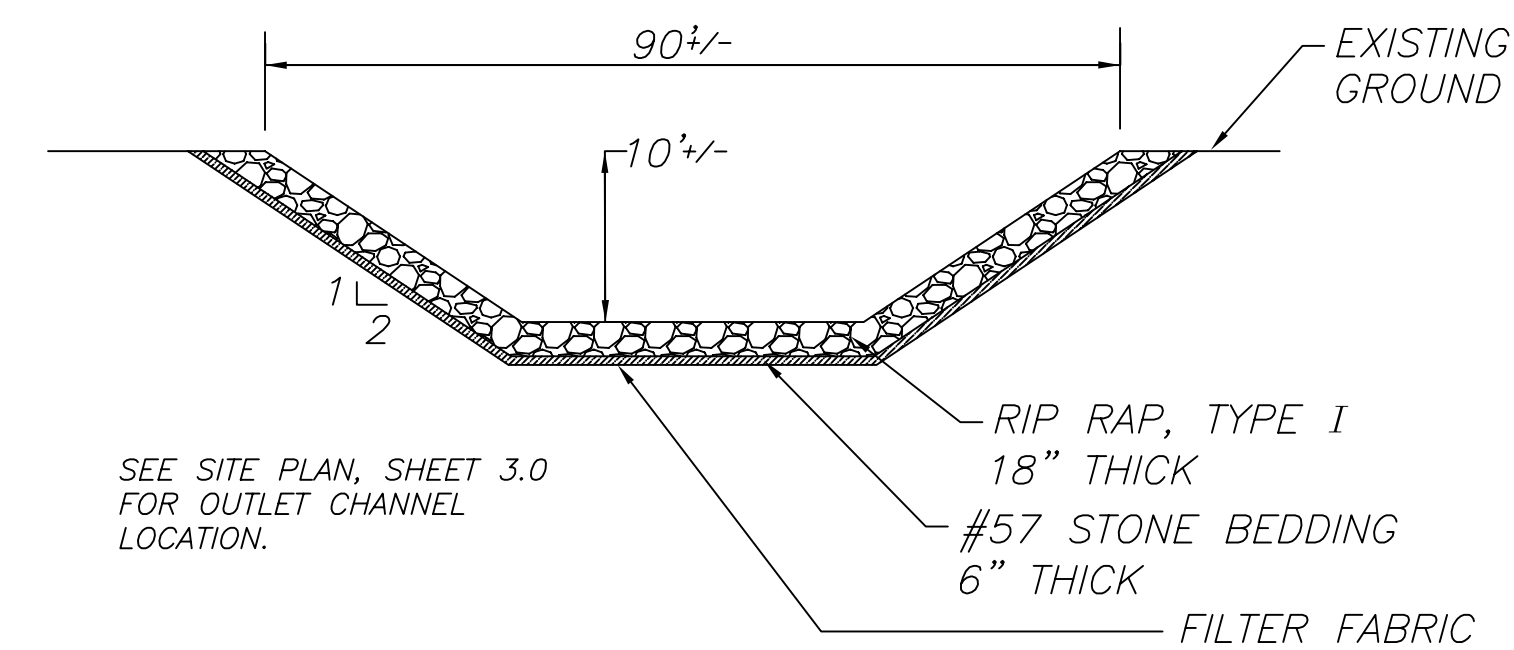
TYPICAL PAVEMENT SECTION - FULL DEPTH

NOT TO SCALE



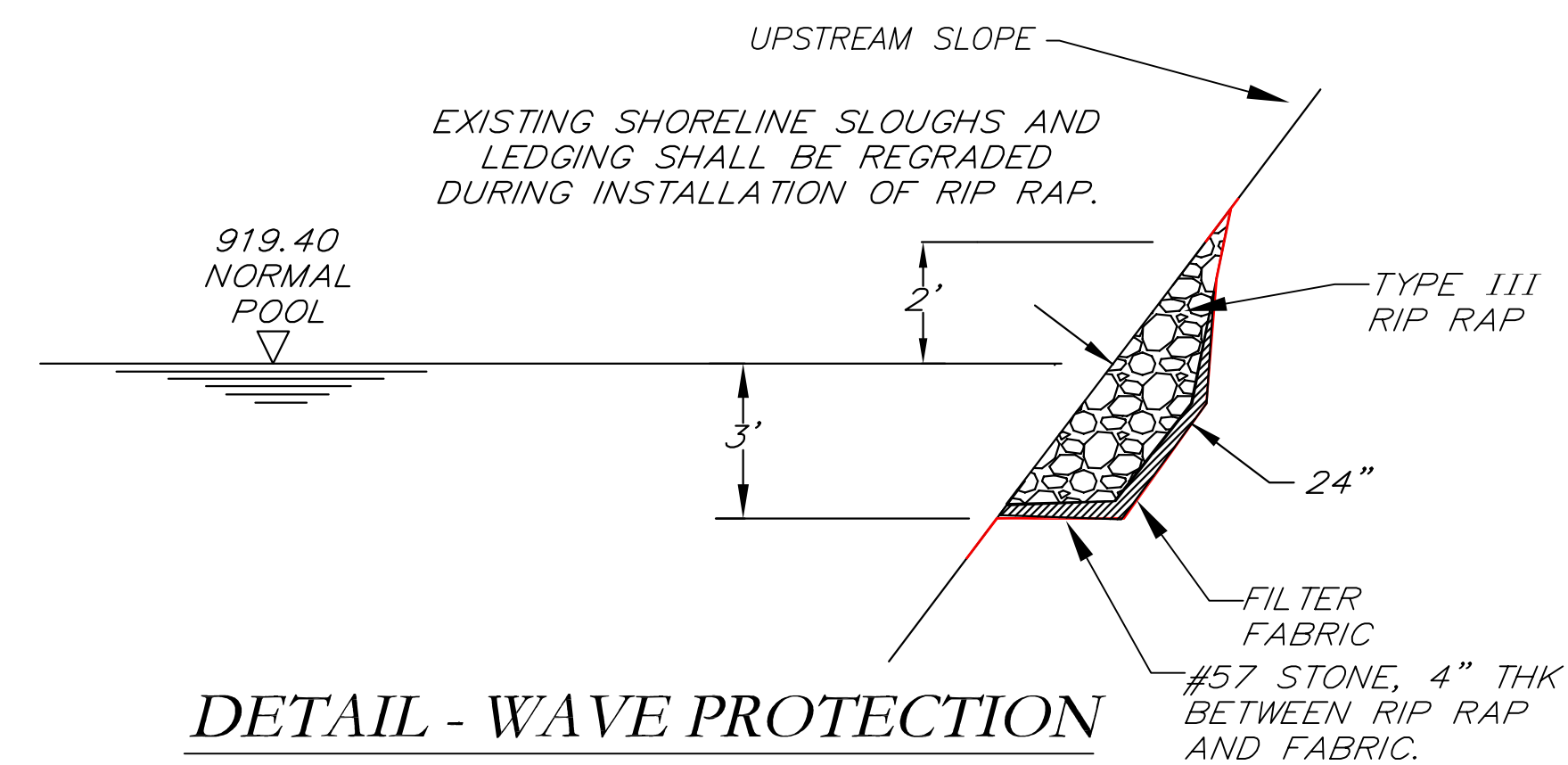
TYPICAL PAVEMENT SECTION -MILL & RESURFACE

NOT TO SCALE



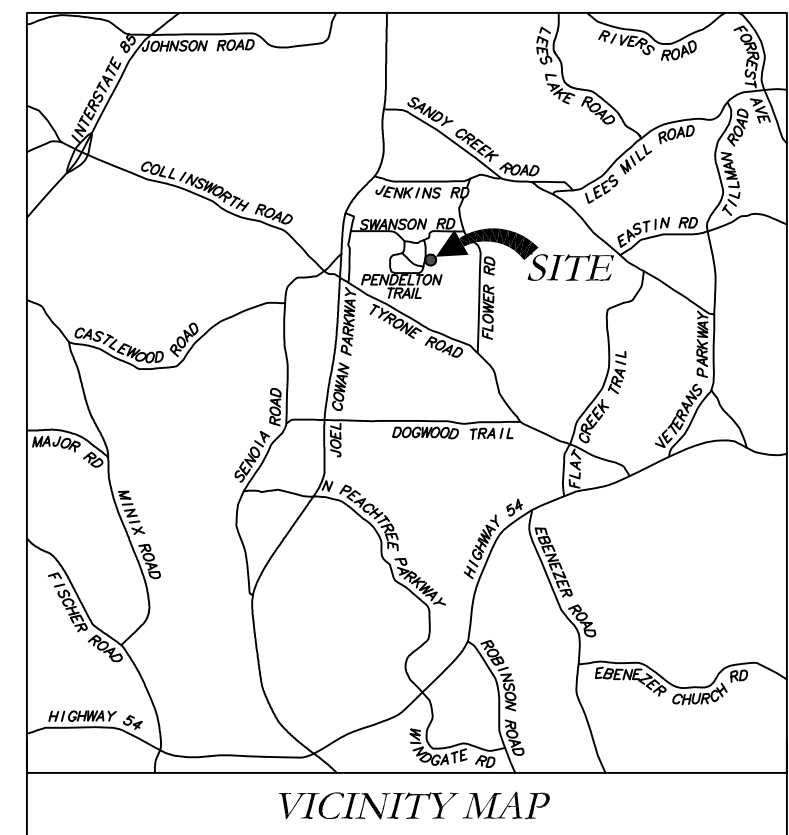
TYPICAL SECTION AT OUTLET CHANNEL

NOT TO SCALE



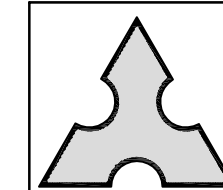
DETAIL - WAVE PROTECTION

N.T.S.



PAVING NOTES:





1. WITHIN LIMITS OF EXCAVATION FOR NEW WORK, ROADWAY SHALL BE REPAIRED AS SHOWN IN THE TYPICAL PAVEMENT SECTION, "FULL DEPTH"
2. ROADWAY OUTSIDE OF EXCAVATION LIMITS SHALL HAVE THE EXISTING ASPHALT TOPPING MILLED AND REPLACED PER THIS TYPICAL PAVEMENT SECTION, "MILL AND RESURFACE", TO THE LIMITS SHOWN FOR ASPHALT RESURFACING.



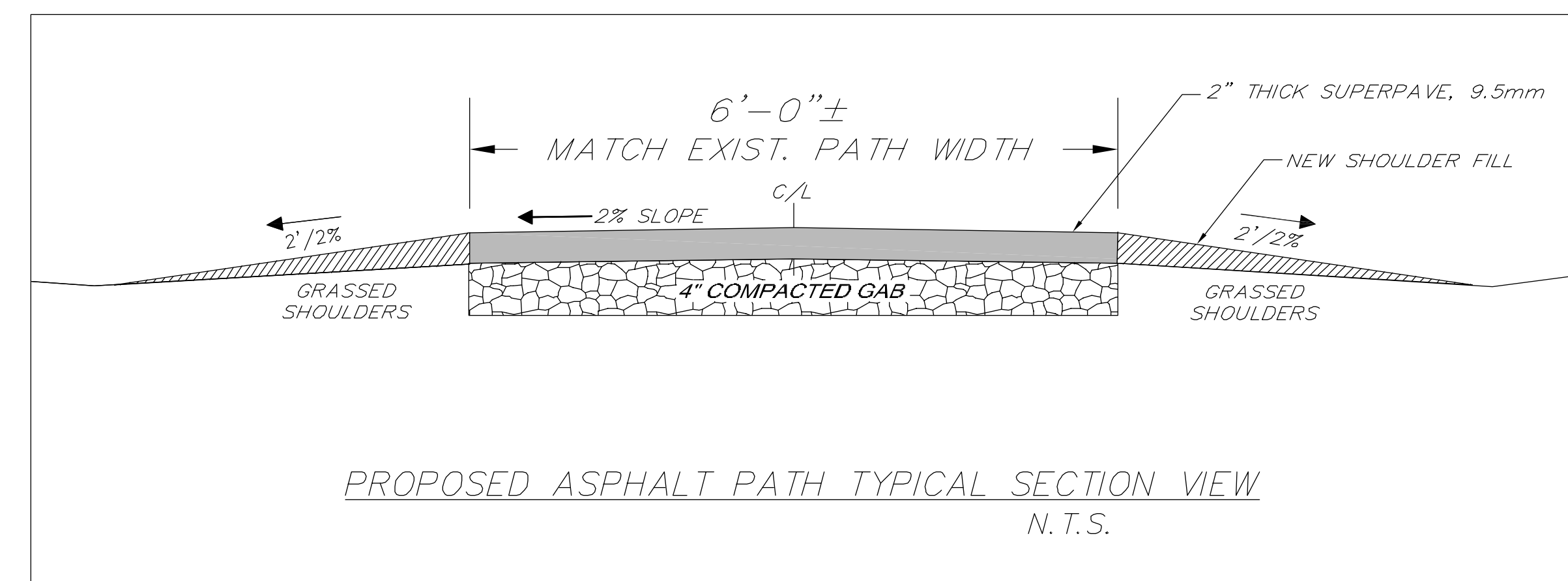
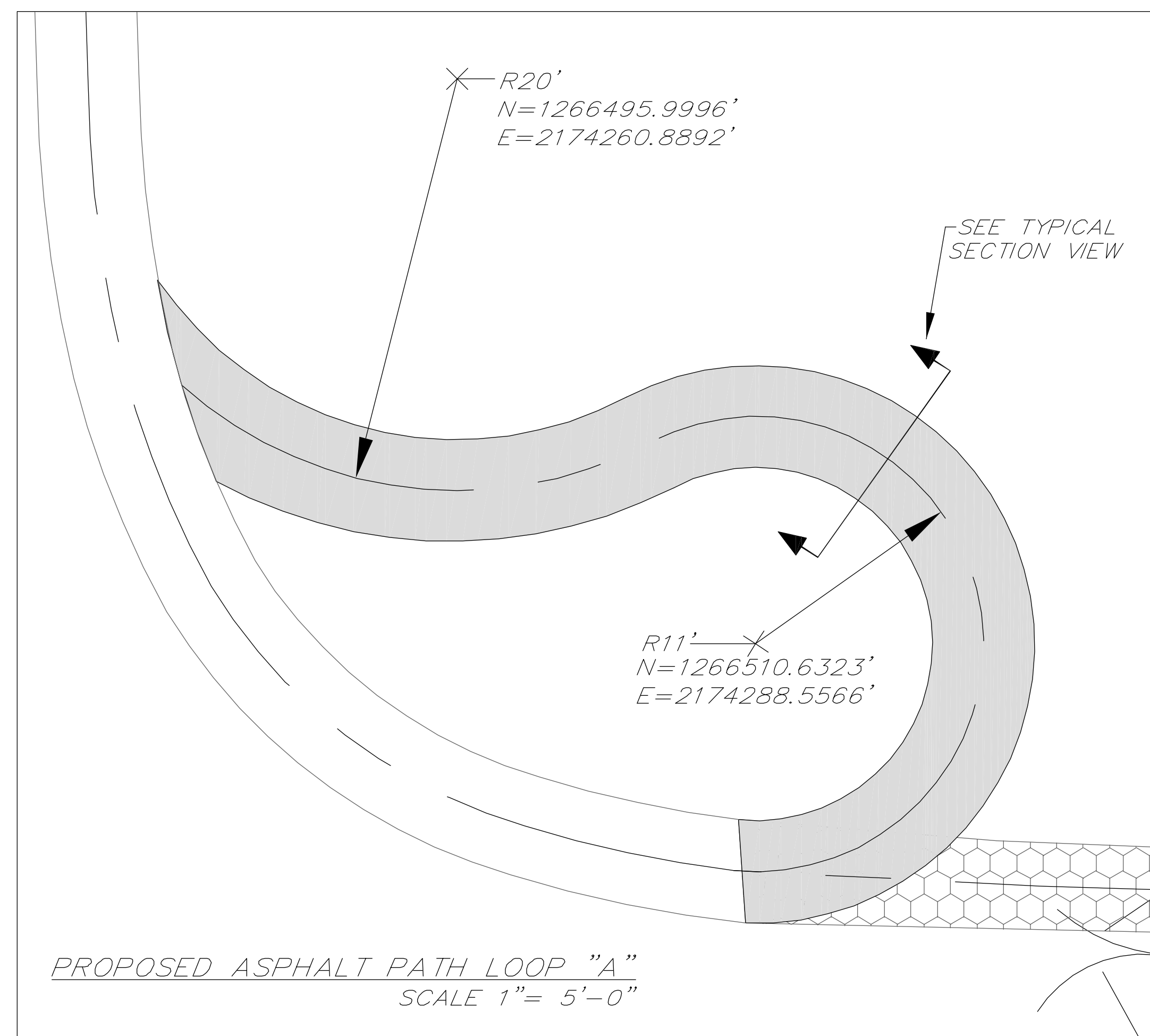
Mallett Consulting, Inc.
01 DEVANT ST., SUITE 804 FAYETTEVILLE, GEORGIA 30214
PHONE: 770-719-3333
FAX: 770-719-3377

CATEGORY I UPGRADES TO
PENDLETON LAKE DAM FOR
TOWN OF TYRONE, GEORGIA

UTILITY PLAN, PAVING PLAN & CONSTRUCTION DETAILS


					LAND LOT - 108	DESIGN	SCALE
	2-13-25	PER SDP REVIEW	DWJ	DWJ	DISTRICT - 7th	<i>MCI</i>	1"=50'
	5-10-24	PER SDP REVIEW	DWJ	DWJ	SECTION -	<i>JTB, DWJ</i>	DATE 10/21/19
	7-10-23	PER SDP REVIEW	DWJ	DWJ	CITY - TYRONE	CHECK	FILE NO.
	1/15/21	PER SDP REVIEW	JLP	DWJ	COUNTY - FAYETTE	<i>DWJ</i>	18101-24C
REV. No.	DATE	DESCRIPTION	BY	APP'D	STATE - GEORGIA	APPROVED <i>DWJ</i>	SHEET NO. 15.0





LAND LOT - 108	DESIGN	SCALE
DISTRICT - 7th	MCJ	AS NOTED
SECTION -	DRAWN	DATE
	JTB, DWJ	10/21/19
CITY - TYRONE	CHECK	FILE NO.
	DWJ	18101-24C
COUNTY - FAYETTE	APPROVED	SHEET NO.
STATE - GEORGIA	DWJ	16.0



					LAND LOT - 108	DESIGN	MCI	SCALE	AS NOTED
					DISTRICT - 7th	DRAWN		DATE	10/21/19
					SECTION -		JTB, DWJ		
					CITY - TYRONE	CHECK	DWJ	FILE NO.	18101-24C
	1/15/21	PER SDP REVIEW		JLP	DWJ	COUNTY - FAYETTE	APPROVED	SHEET NO.	16.0
REV. No.	DATE	DESCRIPTION	BY	APP'D	STATE - GEORGIA		DWJ		



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 7, 2025

Agenda Item Type: Old Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to approve the revised floor plan of 881 Senoia Road - Recreation Department facility, project PW-2024-04.

BACKGROUND:

The Town has utilized the rear building at 881 Senoia Road for a Library and Town Hall Administration facility for years. With the construction of the new Town Hall in 2020, the Admin section has been vacant except for filming and the museum start up period. In 2022, Staff expressed to expand Recreation services for classrooms and a community room. In December 2022, the facility had water damage as the result of a frozen waterline. During this time, staff met to discuss plans for the facility and needed renovations. In 2024, the Council approved a floor plan for the rear area of the building. Staff has made minor changes to the floor plan since it is now being considered for use in elections as well as recreational space.

FUNDING:

General Fund 100-40-54.1300

STAFF RECOMMENDATION:

Staff requests that Council approve the revised floor plan of 881 Senoia Road - Recreation Department facility, project number PW-2024-04.

ATTACHMENTS:

Revised Floor Plan

PREVIOUS DISCUSSIONS:

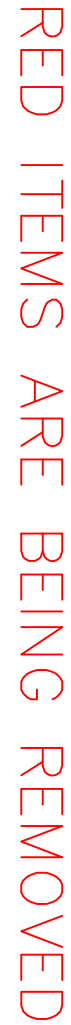
Multiple budget meetings and workshop.

BEFORE DIGGING IN
GEORGIA
CALL 811



SCALE: AS NOTED DESIGNED BY: SAL DRAWN BY: SAL DATE: JULY 23, 2025 SHEET NO. 1S100		FLOOR PLAN		SIZE: RECREATION ADMIN CENTER 881 SENOIA ROAD		PROJECT NAME: 2024 RECREATION ADMIN CENTER RENOVATIONS		TOWN OF TYRONE 950 SENOIA ROAD TYRONE, GA 30290 770-487-4038
						PROJECT NO.: PW-2024-04		
						LOCATION: TOWN OF TYRONE		

BEFORE DIGGING IN
GEORGIA
CALL 811



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<div>Project Name 2024 RECREATION ADMIN CENTER RENOVATIONS</div> <div>Project No. PW-2024-04</div> <div>Location TOWN OF TYRONE</div>																																																		
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COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: August 8, 2025

Agenda Item Type: New Business

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration of an update to the Town's Tourist Accommodation ordinance (Sec. 22-662).

BACKGROUND:

The Town adopted a new Tourist Accommodation ordinance in July 2022 that requires anyone wishing to rent their home or a portion of their home for less than 30 days at a time to apply for a permit and adhere to health and safety provisions.

The proposed update would allow individuals to rent out their property for up to 14 days per calendar year without having to apply for a permit so that they may rent out their properties for special events such as the FIFA World Cup.

FUNDING:

None required.

STAFF RECOMMENDATION:

Staff recommends approval of this update.

ATTACHMENTS:

-Draft update.

PREVIOUS DISCUSSIONS:

Sec. 22-662. Permit required.

- (a) Every person engaging in or about to engage in business as an operator of a tourist accommodation in the town shall immediately apply and obtain approval for the business with the town manager on the forms provided by the same for such business. Persons engaged in such business must obtain a permit no later than 30 days after this section becomes effective; but such grace period for registration after the effective date of this section shall not relieve any person from the obligation of payment or collection of such permit fee on and after the date of imposition thereof. The required permit hereunder shall set forth the name under which the operator transacts business, and other such information as would be required by the town manager. The permit application shall be signed by the owner if a natural person, by a member or partner in case of ownership by partnership, or an officer in the case of corporation.
- (b) A local contact person who has access and authority to assume management of the tourist accommodation and take remedial measures shall be required. The operator may designate himself or herself as the local contact person. The local contact person shall be required to respond to the location of the tourist accommodation after being notified by law enforcement or other representative of the town of the existence of a violation of this Code section, any other sections of the Code of the Town of Tyrone, or any disturbance requiring immediate remedy or abatement.
- (c) A separate permit will be required for each location of business.
- (d) Notwithstanding the above, a permit shall not be required for any person who rents out their property for a total of 14 or fewer days within a calendar year. The burden shall be on the homeowner to maintain documentation demonstrating compliance with this exemption.

(Ord. No. 2022-05, § 1, 7-21-2022)



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: August 7, 2025
Agenda Item Type: Old Business
Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to approve the land acquisition plans for the 2024 East Crestwood Resurfacing and Multi-Use Path, Project Number PW-2024-15.

BACKGROUND:

The new multi-use path (MUP) along East Crestwood will run from Senoia Road to Huntingdon Court. This path will connect Tullamore subdivision, Ash Park subdivision, and the properties along East Crestwood to the Senoia Road MUP. The new MUP will require land acquisition as described in the land acquisition plans. There are 667 sqft (0.015 acres) of right-of-way, 26,214 sqft (0.602 acres) of Temporary Construction Easement, and 3,891 sqft (0.089 acres) of Temporary Driveway Easement being acquired on this project.

FUNDING:

2023 SPLOST Fund 322-49-54.1406

STAFF RECOMMENDATION:

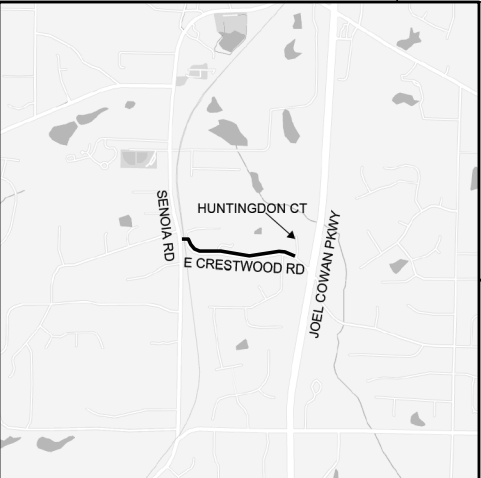
Staff requests that Council approve the Land Acquisition plans for the 2024 East Crestwood Resurfacing and Multi-Use Path, Project Number PW-2024-15.

ATTACHMENTS:

Land Acquisition plan set

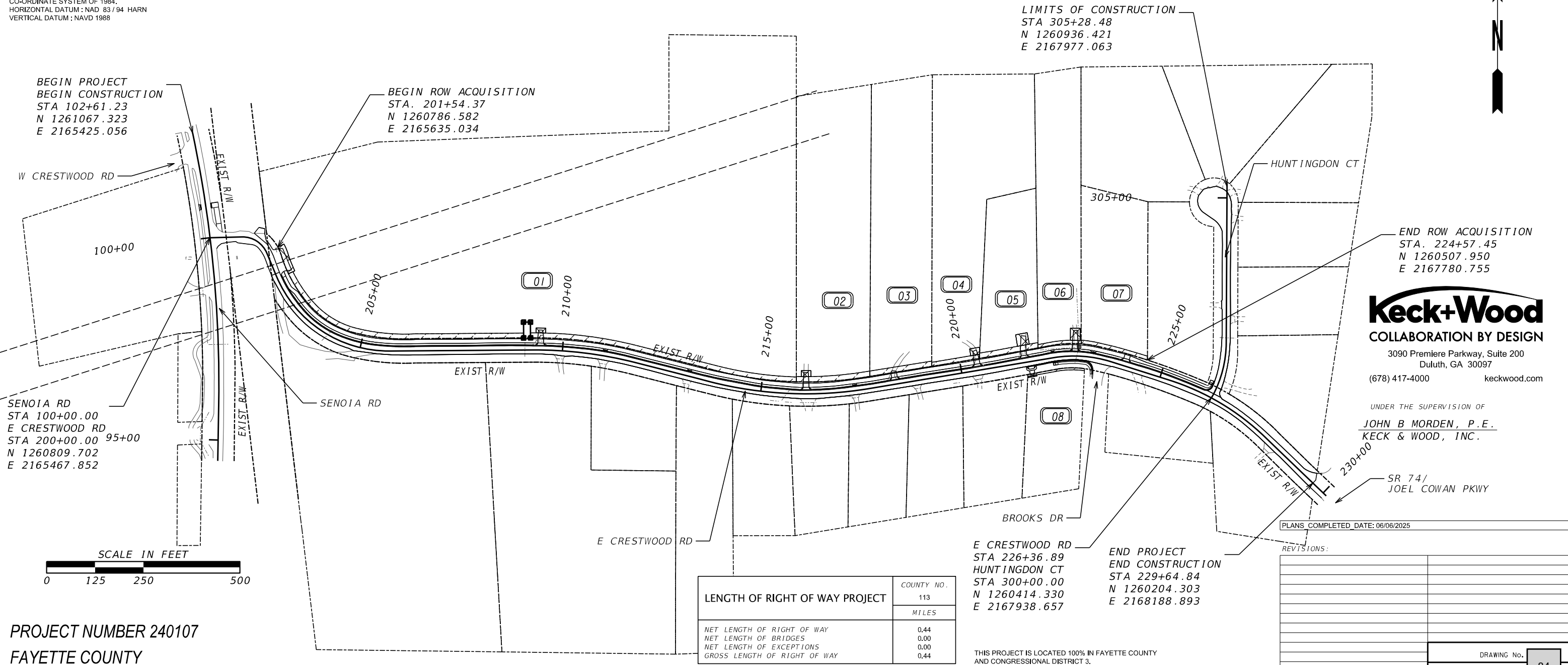
PREVIOUS DISCUSSIONS:

Budget workshops and meetings












LOCATION SKETCH

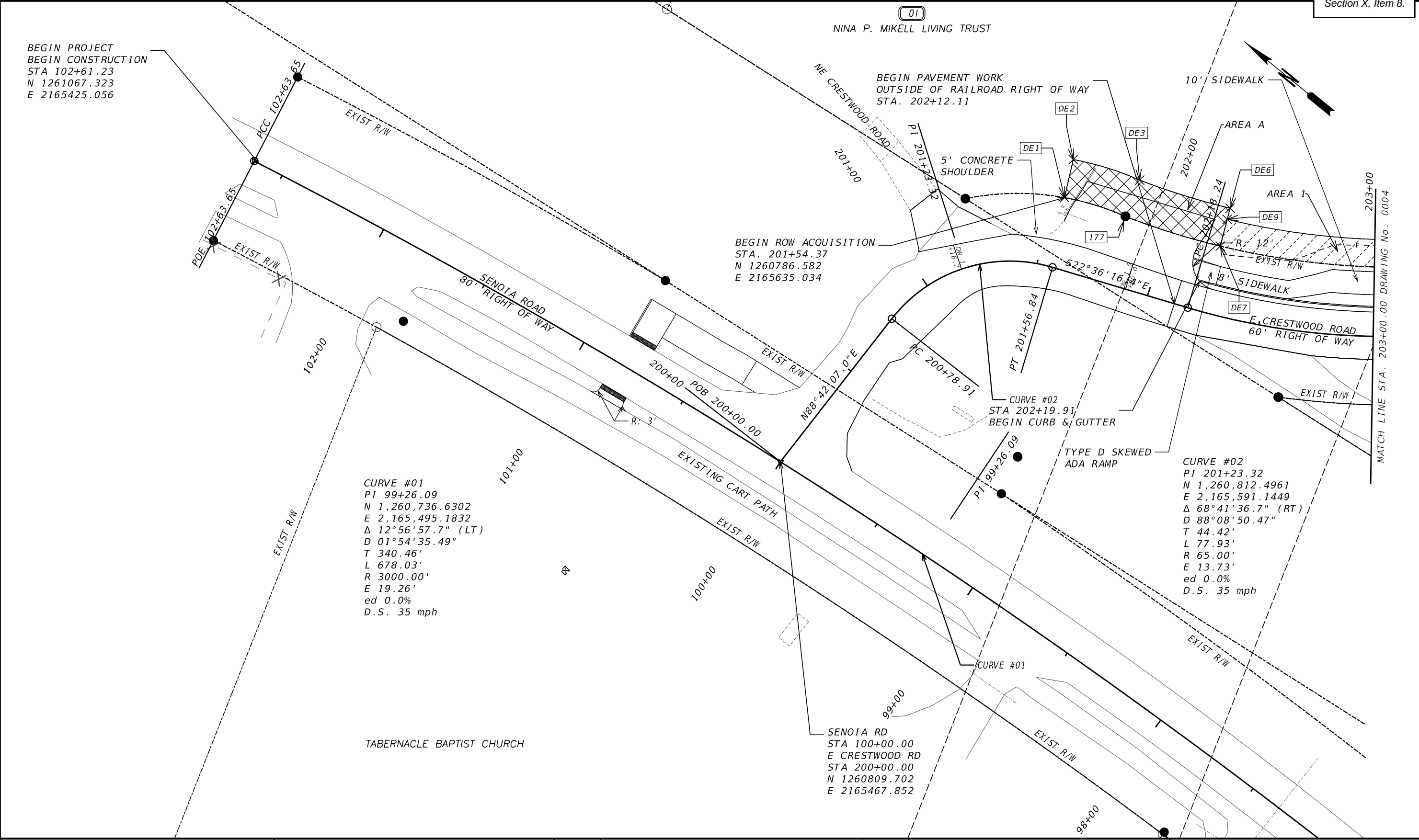
NOTE: THE CO-ORDINATES LISTED ARE WEST ZONE
GRID CO-ORDINATES BASED ON THE GA. STATE PLANE
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HORIZONTAL DATUM : NAD 83 / 94 HARN
VERTICAL DATUM : NAVD 1988





DATE	DRAWING NO.	REVISION

DATE	DRAWING NO.	REVISION

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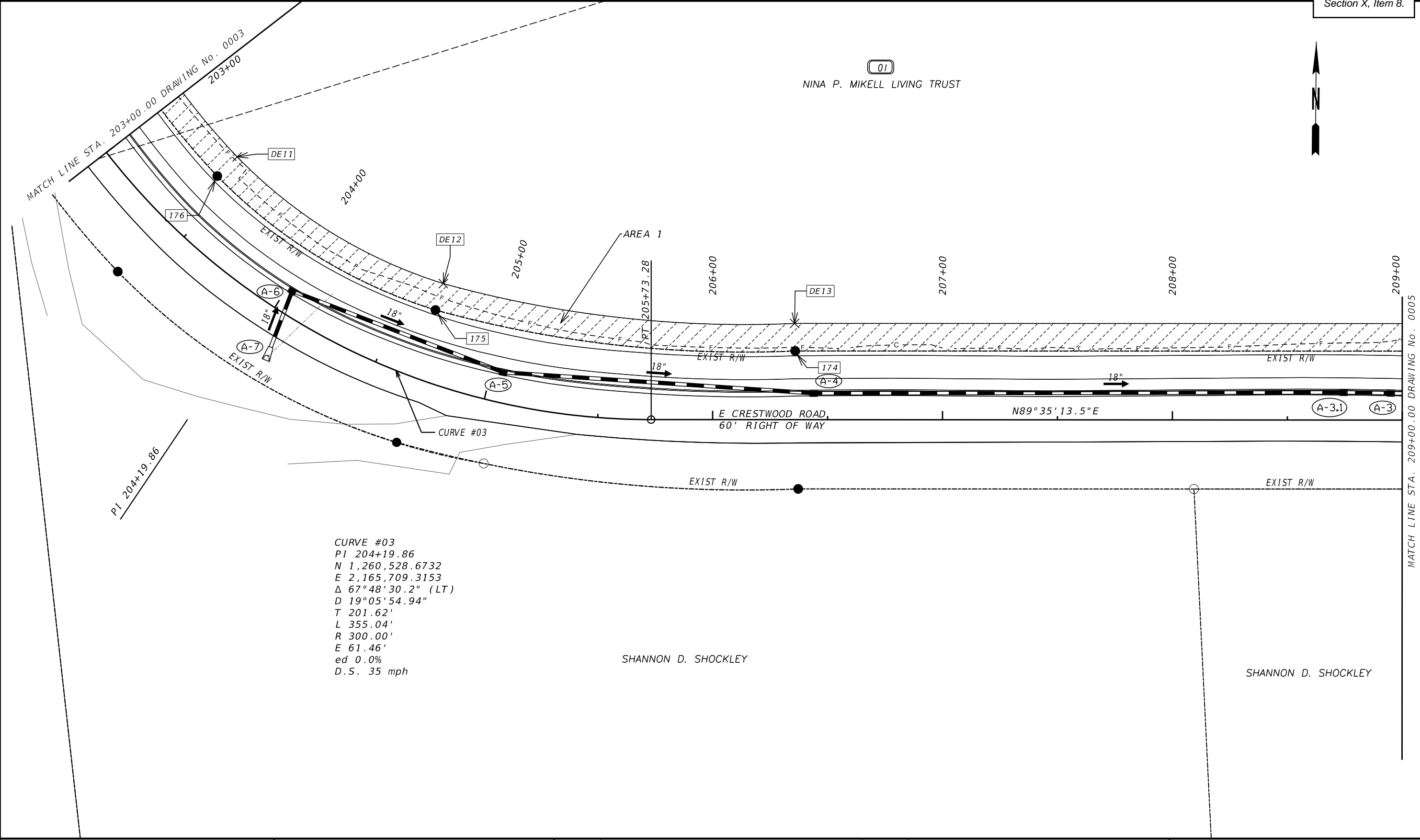


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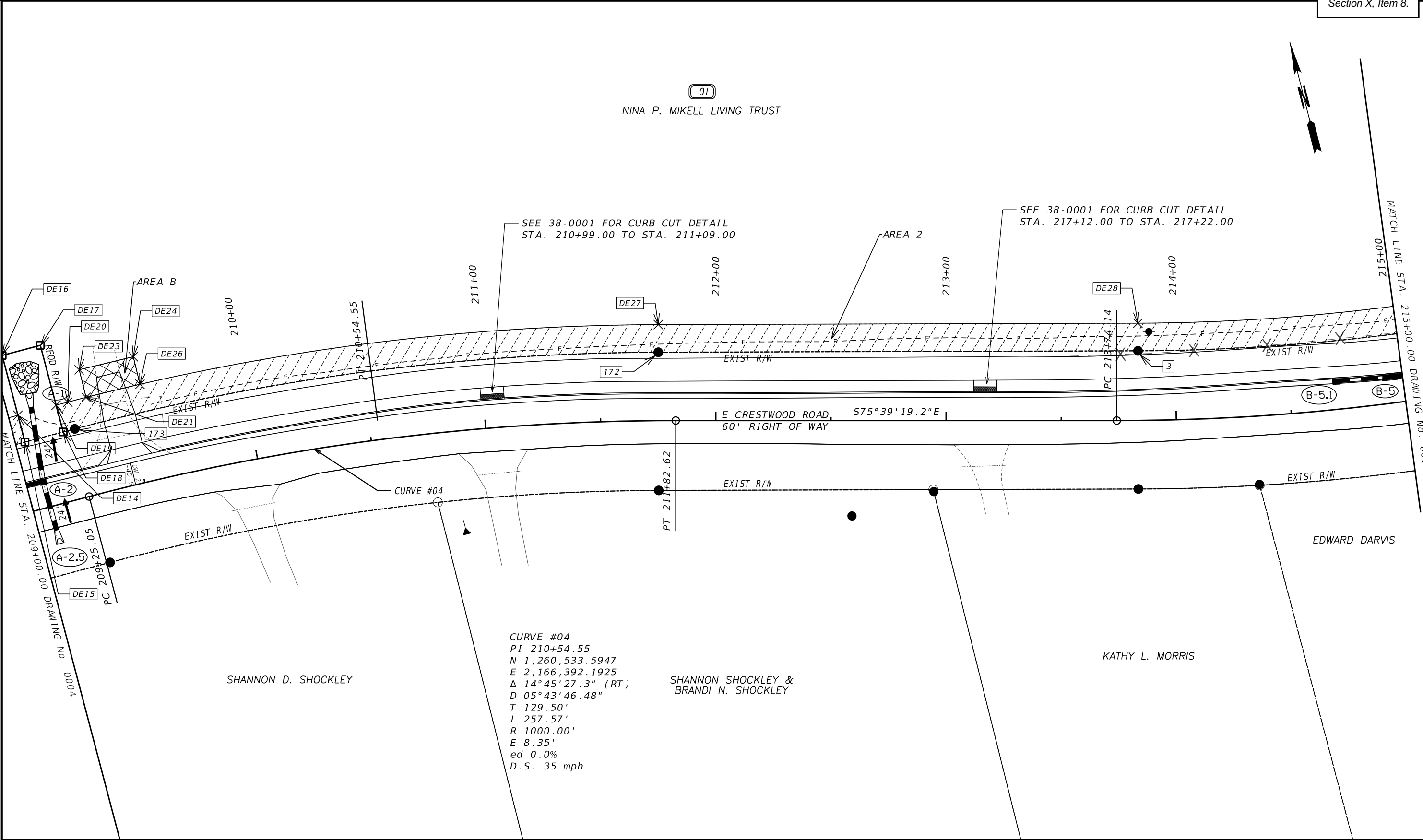
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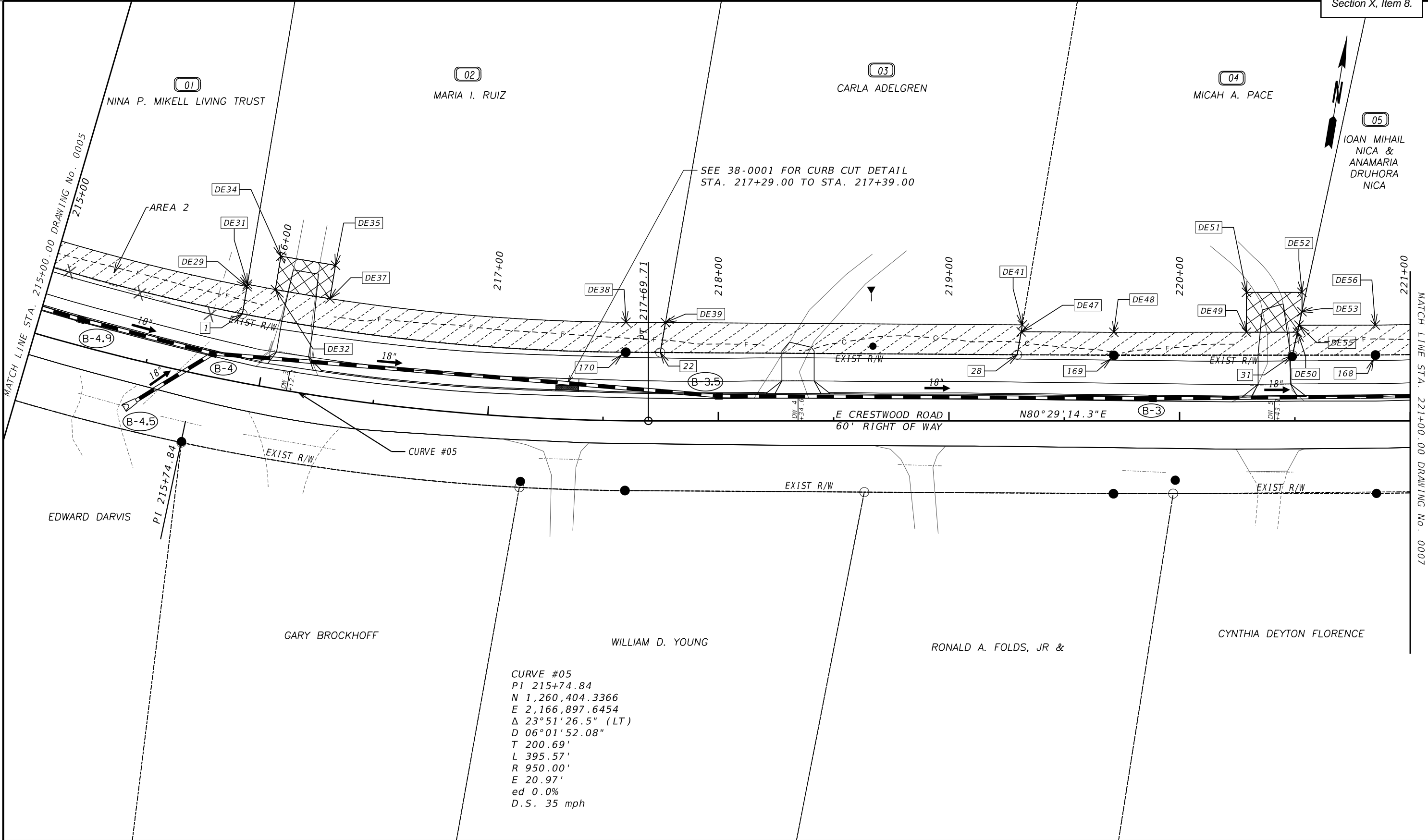
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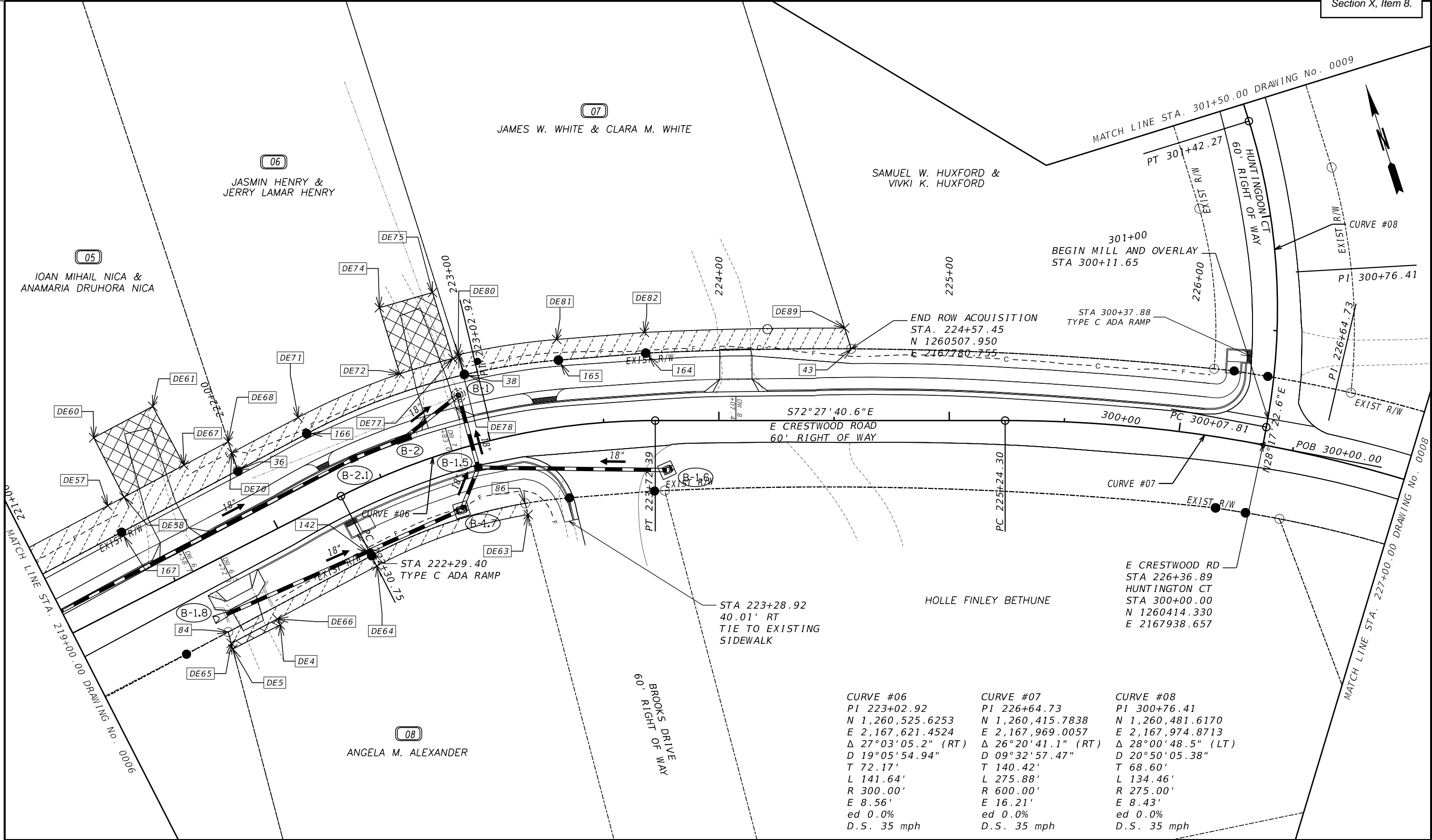


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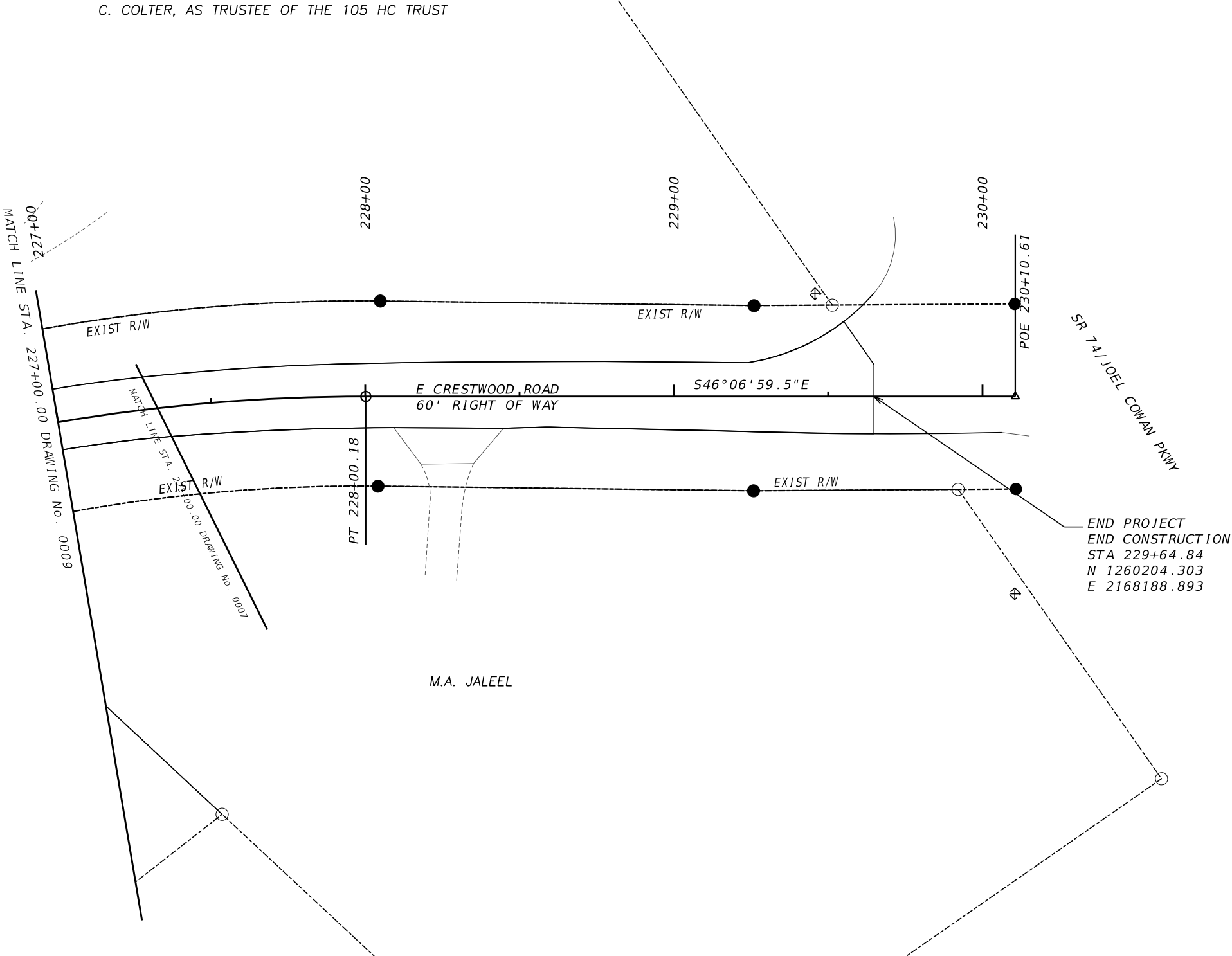
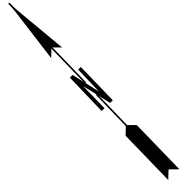




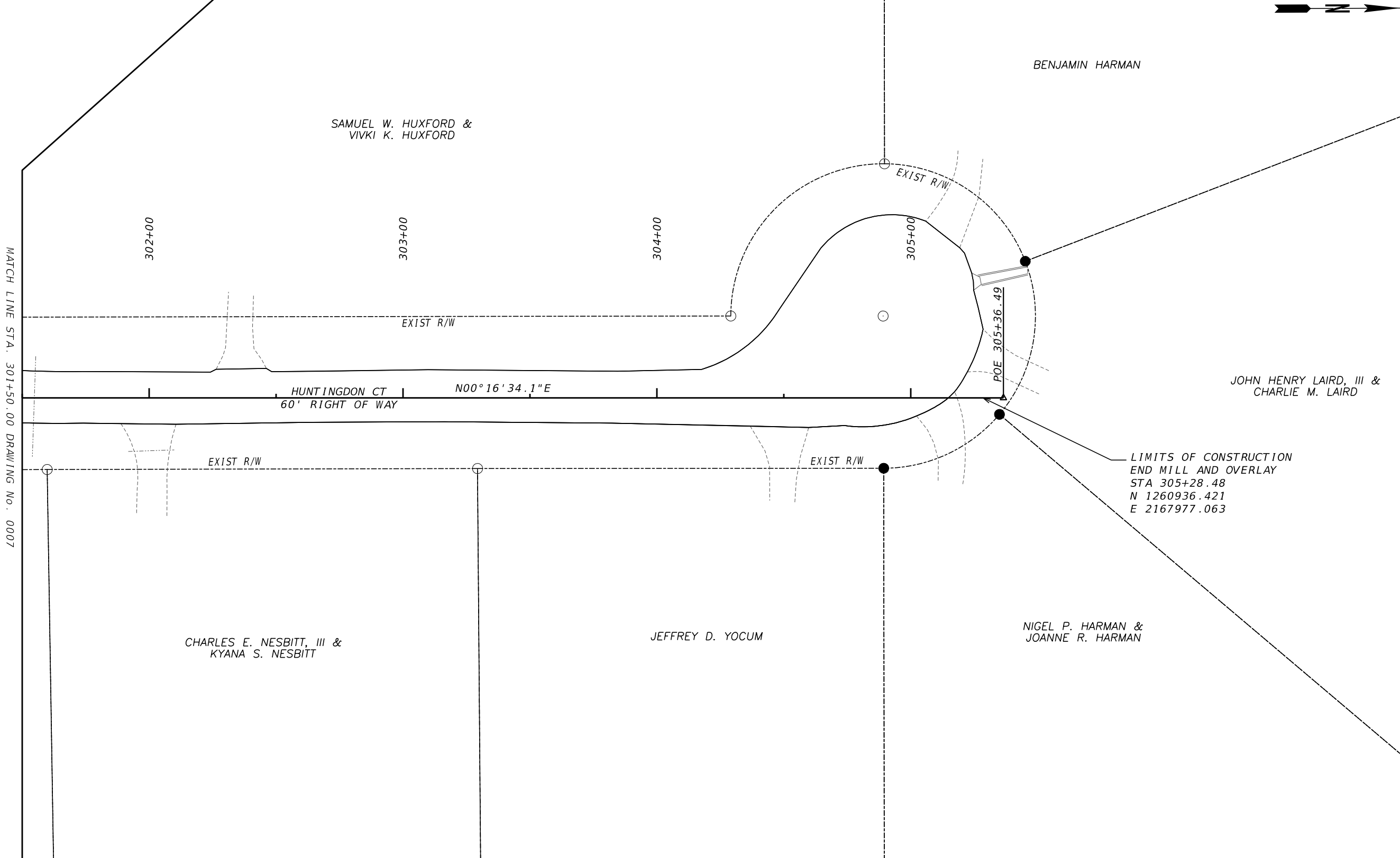
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