



## **TOWN COUNCIL MEETING October 17, 2024 at 7:00 PM**

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950 Senoia Road, Tyrone, GA 30290

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**Eric Dial**, Mayor

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

**Jessica Whelan**, Post 1

**Dia Hunter**, Post 2

**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager

**Dee Baker**, Town Clerk

**Dennis Davenport**, Town Attorney

### **I. CALL TO ORDER**

### **II. INVOCATION**

### **III. PLEDGE OF ALLEGIANCE**

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

### **V. APPROVAL OF AGENDA**

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

1. Approval of minutes from October 3, 2024.

2. Approval to renew the Justice One/Courtware Records Management Software agreement and transition to their new platform

3. Approval of an update to the Tyrone Municipal Court Bond Schedule

4. Approval to renew the probation contract to Professional Probation Services for Tyrone Municipal Court

5. Approval to appoint Jim Strickland Law Firm as the Indigent Defense Attorney for Tyrone Municipal Court from January 1, 2025 – December 31, 2025

6. Approval of a proposed "Peace Pole" donation from the Rotary Club of Tyrone to be placed at Veteran's Park.

### **VII. PRESENTATIONS**

7. Employee Service Recognition for Town Manager Brandon Perkins for 25 Years of Service to the Town. **Eric Dial, Mayor**

## VIII. PUBLIC HEARINGS

8. Public hearing for the proposed 2024 millage rate to remain at 2.889 - **Brandon Perkins, Town Manager**

## IX. OLD BUSINESS

## X. NEW BUSINESS

9. Consideration of a request from AMWaste to implement a rate increase, based on the Consumer Price Index, from \$63.87 per quarter to \$65.85 per quarter. **Brandon Perkins, Town Manager**
10. Approval of an update to the Town's Social Media policy. - **Brandon Perkins, Town Manager**
11. Consideration to Award Task Order 11: 2025 Asphalt Resurfacing, Project No: PW-2025-01 of the 2021 Transportation Engineering Services project to POND, Inc. **Scott Langford, Town Engineer / Public Works Director**

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

## XII. STAFF COMMENTS

## XIII. COUNCIL COMMENTS

## XIV. EXECUTIVE SESSION

## XV. ADJOURNMENT

**TYRONE TOWN COUNCIL  
MEETING**

**MINUTES**

**October 03, 2024 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 / HR Manager  
Eric DeLoose, Police Lieutenant

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

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

**V. APPROVAL OF AGENDA**

A motion was made to approve the agenda.

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

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

1. Approval of minutes from September 19, 2024
2. Approval of an Eagle Scout project proposal by Life Scout Caleb Hudson (Troop 79) to install a Little Library near the big playground at Shamrock Park. - Brandon Perkins, Town Manager
3. Consideration to approve a contract with Tetra Tech, Inc. for Debris Monitoring Services. Scott Langford, Public Works Director

- 4. Consideration approving a contract with Ceres Environmental for Debris Removal Services. - Scott Langford, Public Works Director

A motion was made to approve the consent agenda.

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

**VII. PRESENTATIONS**

**VIII. PUBLIC HEARINGS**

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

- 5. Consideration to authorize the mayor to execute a contract with TSW design for professional services associated with zoning ordinance modifications. Phillip Trocquet, Assistant Town Manger

Mr. Trocquet stated that Council had directed staff to make changes to the Town Center Mixed Use zoning ordinance to include their concerns regarding use types and classifications, consistent with their visions for downtown. Staff recommended looking at all associated ordinances to ensure a comprehensive approach. He added that there was funding in the planning and zoning budget for professional assistance in developing code modifications to the downtown overlay, the town center mixed-use zoning, and associated land development ordinances. It would include an investigation of performance-based development options, standardized percentage limitations, and other advanced zoning regulations that were currently not in the ordinance. The amount of funding was \$12,000 that could be used, however, he believed that all would not be used. He recommended approval.

Council Member Whelan asked if the method of payment was pay-as-you-go. Mr. Trocquet stated that it was. He added that different types of professional services would be utilized for the project. Council Member Campbell asked if Mr. Trocquet would be working closely with them. He stated that he would and that they would be working with many sections of the zoning ordinance along with the land development ordinance. Council Member Campbell inquired about a timeline. Mr. Trocquet stated that it should be approximately six months. Mayor Dial asked if he and each Council Member would have three work sessions with TSW. He Trocquet shared that they would.

A motion was made to authorize Mayor Dial to execute a contract with TSW Design for professional services associated with zoning ordinance modifications not to exceed \$12,000.



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

**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**

Mayor Dial recognized Life Scout Caleb Hudson from Troop 79 who was in attendance.

Mr. Perkins announced that the Sons of the American Revolution wished to donate a "liberty" tree to Veterans Park. He added that the Princeton Elm tree would be presented at the Veterans Day program on November 11th at 11:00 a.m. He shared that the elm tree (liberty tree) represented a place of protest in Boston Massachusetts under British rule in the 1700's.

A motion was made to accept the Princeton Elm tree donation from the Sons of the American Revolution to be placed at Veterans Park on Veterans Day, November 11, 2024.

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

Mr. Perkins assured Council that the tree would be properly watered when planted.

Mr. Perkins stated that early voting for the November 5th election would begin on October 15-18 from 9:00 a.m. to 7:00 p.m., then on Saturday, October 19th from 9:00 a.m. to 7:00 p.m., on Sunday, October 20th from 12:00 p.m. to 4:00 p.m., then Monday through Friday, October 21-25 from 9:00 a.m. to 7:00 p.m., Saturday, October 26th from 9:00 a.m. to 7:00 p.m., and Monday through Friday, October 27 - November 1 from 9:00 a.m. to 7:00 p.m. Early voting would occur at the former Police Department located at 945 Senoia Road across from Town Hall.

Mr. Perkins announced that the three Millage Rate public hearings were forthcoming. Staff would propose the same rate at 2.889 mills as for the past sixteen years. Although the millage rate would remain the same, there would technically be a tax increase. The first public hearing would be on Wednesday, October 16th at 9:00 a.m., the second would be Thursday, October 17th at 7:00 p.m., and the third would be Thursday, October 24th at 6:00 p.m. with a vote at 6:30 p.m.

Mr. Perkins announced the 49th annual Founders Day would be this weekend, beginning with the Strongman Competition at 5:00 p.m. and Action Wrestling at 6:30 p.m.

On Saturday, the day would begin with a 5K race at 7:30 a.m., a parade at noon, and the festival opening at 12:30 p.m. with fireworks closing the day at 8:00 p.m. He added to expect traffic delays and road closures during the 5K and parade.

Mr. Perkins shared that the Tyrone 101 program was going well and that the wrap up night would be October 21<sup>st</sup> at 6:00 p.m. with Mayor and Council (no quorum) and all departments.

Mr. Trocquet shared that the final LCI public engagement session would be held at Founders Day on Saturday, during Founders Day. He invited citizens to stop by and give their input downtown from the red light to Crestwood Road, Arrowood Road, and Commerce Drive. Citizens were urged to submit their comments. The final design would follow later.

### **XIII. COUNCIL COMMENTS**

Council Member Furr thanked Ms. Sandy Dow and Ms. Amy Finocchiaro for taking food to people in need from the storm in Homerville, Georgia.

Council Member Whelan inquired about the placement of the formerly discussed speed signs. Mr. Trocquet stated that it was on Public Works' list for the next week or two.

Council Member Furr inquired about the strip of land in the rear of Shamrock Industrial Park to be used as an emergency entrance and exit only. Mr. Perkins stated that there was a smaller strip between Tyrone and Peachtree City within the Cresswind subdivision that the HOA owned. It was understood that the Town would be able to use the property, however within that small strip was a mound of dirt and debris that needed to be removed and a dip that required repair. He added that if the HOA did not allow Tyrone the right to use that strip the issue would be mute.

Mr. Davenport stated that the subdivision was put in place with the agreement for the Town to use the easement. The residents do not have a choice. Mr. Perkins shared that knowing that staff would need to meet with the HOA, funding for that potential project was not in the budget. He added that he would meet with Mr. Davenport to discuss the issue further. Council Member Hunter shared that he would reach out to those he knew in Cresswind.

Council Member Furr inquired if Tyrone Road was becoming a four-lane road soon. Mr. Trocquet stated that no, there were no future plans for a four-lane road. Council Member Furr mentioned that a possible turn lane was being constructed. Mr. Trocquet confirmed that the QTS data center was constructing two turn lanes on Tyrone Road. He added that GDOT was planning future intersection improvements at Tyrone Road and Highway 54.

**XIV. EXECUTIVE SESSION**

A motion was made to approve the Executive Session minutes from September 19, 2024.

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

**XV. ADJOURNMENT**

A motion was made to adjourn.

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

The meeting adjourned at 7:28 p.m.

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

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



**COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Type:** Council - Regular

**Meeting Date:** October 17, 2024

**Agenda Item Type:** Consent Agenda

**Staff Contact:** Chief Randy Mundy

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**STAFF REPORT**

**AGENDA ITEM:**

Renewal of Records Management Software Agreement with Justice One/Courtware

**BACKGROUND:**

Justice One/Courtware has been phasing out the current RMS platform for the past two years. Consequently, the crash reporting feature has already been removed from the platform requiring the Tyrone PD to set up a separate account with GEARS in order to continue to report motor vehicle accidents. Most recently, Justice One/Courtware has discontinued providing technical support for the aging platform, declaring it “at its end of life phase”. As such, we believe it is now time to transition our agency to the new platform allowing us to consolidate our records management needs and provide for technical support as needed.

**FUNDING:**

Click or tap here to enter text.

**STAFF RECOMMENDATION:**

Staff recommends that Council approve the renewal agreement with Justice One/Courtware

**ATTACHMENTS:**

No

**PREVIOUS DISCUSSIONS:**

This item was discussed during the 2024/2025 Busget Workshop and at the final budget presentation



# NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA  
COUNTY OF: Fayette

JusticeONE® (herein "JSO"), for good and valuable consideration, hereby grants a nonexclusive license to:  
Town of Tyrone

(END USER)

950 Senoia Road | Tyrone, GA 30290

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
JusticeONE® RMS (# User Licenses)	19	Included
JusticeONE® Mobility (# User Licenses)	12	Included
Azure Data Hosting	1	Included
Visual Court Management System	1	Included
Shield of Justice NCIC Court	2	Included
Shield of Justice NCIC RMS	13	Included
JusticeONE® Pay	1	5%
Data Conversion RMS (custom conversion)	Yes	Cloud Cop RMS to JusticeONE

\$ 20.00 dollars per violation or \$ 1800.00 minimum monthly billing, whichever is greater. Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

Refer to EXHIBIT-A for payment instructions

IN WITNESS WHEREOF, we have executed this agreement on this the 1 day of June 2024 to which witness our hands and seal of office.

**Licensee**

**JusticeONE®**

Signature:

Signature:

Print:

Print: Alec Redwine

Title:

Title: Sales Executive

Date

Date: 05/15/2024

### Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Courtware Solutions, Inc. (Courtware) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.

1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- b. To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- c. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- d. Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES \*

JSO will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and JSO agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Client agrees to retain and employ JSO as an independent Contractor, and JSO agrees to Serve the Client upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence June 1, 2024 and shall continue to and including May 31, 2025. Client shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Client informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Client's data files retained by JSO pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Client.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods Of JSO's retainer hereunder, JSO shall provide data processing services to the Client and its various departments. JSO agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement, The Client's data shall not be utilized by JSO for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents.

14. COMPENSATION AND TERMINATION \*

Commencing 1 June 2024 the Client shall pay to JSO            monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 20.00 per paid violation or a minimum monthly amount of \$ 1800.00, whichever is greater. The per paid violation fee is subject to change to a monthly flat fee amount that is equal to the Client 12 month (or number of months used if less than 12 months) average. The payment rate is subject to change, upon notification. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Client shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder JSO shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate aforementioned support.

15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network.

Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by JSO to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

\* Definition of a "Paid" Violation; Any violation in which a payment has been received.

\* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by JSO's existing customer base.



**EXHIBIT-A**

**\*Payment Address and Correspondence Instructions \***

Dear Valued Client:

Please see payment remittance and correspondence instructions below.

**Please direct all ACH Transfers to the following:**

Bank Name: Truist Bank  
Bank Address: 303 Peachtree St NE Fl 32  
Atlanta, GA 30308  
Account Name: Courtware Solutions DBA JusticeOne  
ABA#: 021052053  
Account #: 39494961

**Please mail all checks to the following lockbox locations:**

**Mailing Address**

Courtware Solutions Inc DBA JusticeOne  
P.O. BOX 117767  
ATLANTA, GA 30368-7767

**Overnight Delivery**

Courtware Solutions Inc DBA JusticeOne  
Attn: 117767  
100 South Crest Drive  
Stockbridge, GA 30281

**Please include ALL Invoice Numbers on Checks and ACH remittances**

**CORRESPONDENCE ADDRESS** – Please only send checks and remit to P.O. Box. All other documents shall be mailed to 5917 Edenfield Dr. Suite 110 Acworth, GA 30101.

If you are only able to make payment by wire transfer, please call us at 678-884-0165 for wire transfer instructions. If you have any questions about this request, please feel free to contact our Finance Department at 678-884-0165 to verify.

Best regards,

Finance Department

**EXHIBIT – B**

**CJA/G-NCJA and Vendor CJIS Network & Data Agreement**

This document constitutes an agreement between the

\_\_\_\_\_  
(CJA or G-NCJA)

and

\_\_\_\_\_  
(ORI)

\_\_\_\_\_  
(Vendor)

hereinafter referred to as the vendor.

The criminal justice agency (CJA) or governmental non-criminal justice agency (G-NCJA) **that is involved in the administration of criminal justice** and the vendor have a written agreement in which the vendor will provide services specific to the administration of criminal justice that involves either direct or indirect access to data through the Georgia Criminal Justice Information System (CJIS) network.

The vendor shall comply with the Federal Bureau of Investigation (FBI) CJIS Security Policy and the Rules of the Georgia Crime Information Center, O.C.G.A § 35-3-30 et. seq. This agreement incorporates the CJIS Security Policy and the Security Addendum.

If the vendor is performing work on behalf of the CJA or G-NCJA, then a brief statement should be included in the area below identifying the agency's purpose and scope of providing services for the administration of criminal justice (see FBI CSP 5.1.1.5)

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

The vendor shall maintain a list of personnel with access to criminal justice information (CJI) and provide a copy to the CJA or G-NCJA upon request. Vendors whose services enable access to the CJIS network shall maintain a current network topology diagram that meets the FBI CJIS Security Policy requirements and provide a copy of the diagram to the CJA or G-NCJA upon request. In addition, the vendor shall notify the CJA or G-NCJA when the vendor ownership or name changes, to include merging of entities.

The CJA or G-NCJA reserves the right to terminate this agreement, with or without notice, upon determining the vendor has violated any applicable law, rule or regulation or has violated the terms of this agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date set forth.

\_\_\_\_\_

\_\_\_\_\_  
*David Hamil*

CJA or G-NCJA Signature

Vendor Signature

David Hamil

\_\_\_\_\_

Date

\_\_\_\_\_

Date

Vendor Address: \_\_\_\_\_

\_\_\_\_\_

*Administration of Criminal Justice is defined as, the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment.*





**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** October 17, 2024  
**Agenda Item Type:** Consent Agenda  
**Staff Contact:** April Spradlin

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**STAFF REPORT**

**AGENDA ITEM:**

Revision of the Tyrone Municipal Court Bond Schedule

**BACKGROUND:**

Attached is the updated bond schedule that has been carefully crafted to enhance the efficiency of our judicial processes while ensuring fair and equitable treatment for all individuals involved. The revisions reflect current legal standards and community needs, allowing for more appropriate bond amounts based on the nature of violations. By adopting this updated schedule, we aim to streamline court operations, reduce unnecessary detentions, and provide clearer guidelines for both law enforcement and residents. Your support in approving this revised bond schedule will be instrumental in fostering a just and effective municipal court system.

**FUNDING:**

Click or tap here to enter text.

**STAFF RECOMMENDATION:**

Approval of the Tyrone Municipal Court Bond Schedule

**ATTACHMENTS:**

Town of Tyrone Bond Schedule

**PREVIOUS DISCUSSIONS:**

Click or tap here to enter text.

VIOLATION LISTING

SORTED BY: CODE, (ACTIVE VIOLATIONS ONLY)

CATEGORY: ALL CATEGORIES

-----CASH BONDS-----

NBR	CODE	VIOLATION DESCRIPTION	Send to DPS	Must Appear	CLASS	SUBCLASS	AMOUNT	PROC-FEE
653	105-120	TREE VIOLATION	N	N	STANDARD		400.00	
654	107-4	PERMIT VIOLATION	N	N	STANDARD		175.00	
655	111-124	RESIDENTIAL FREESTANDING SIGNS	N	N	STANDARD		100.00	
656	111-157	FREESTANDING SIGNS (NON RESIDENTIAL)	N	N	STANDARD		100.00	
657	111-160	UNPERMITTED BANNER (NON-RESIDENTIAL)	N	N	STANDARD		100.00	
658	111-4	SIGN VIOLATION	N	N	STANDARD		100.00	
660	111-5	PROHIBITED SIGNS AND DEVICES	N	N	STANDARD		100.00	
661	111-5-9	OBSCENE SIGN	N	N	STANDARD		500.00	
662	111-77	SIGN IN THE RIGHT OF WAY	N	N	STANDARD		145.00	
659	113-1	CONDITONAL USES IN ZONING DISTRICT	N	N	STANDARD		175.00	
663	113-163	RECREATIONAL VEHICLE PARKING	N	N	STANDARD		175.00	
664	113-164	SCREENIN VIOLATION	N	N	STANDARD		100.00	
665	113-166	EXTERIOR STORAGE (NON-RESIDENTIAL)	N	N	STANDARD		200.00	
667	113-190-26	DAY CARE SERVICES VIOLATION	N	N	STANDARD		145.00	
668	113-190-34	STORAGE	N	N	STANDARD		200.00	
666	113-211	PARKING IN RESTRICTED AREA	N	N	STANDARD		175.00	
642	14-26	OPEN BURNING VIOLATION	N	N	STANDARD		145.00	
43	16-13-2B	VGCSA LESS THAN 1 OZ.	N	Y	1ST	OFFENSE	1419.00	
43	16-13-2B	VGCSA LESS THAN 1 OZ.	N	Y	2ND	OFFENSE	1825.00	
72	16-8-14	SHOPLIFTING LESS THAN 500.00	N	N	1ST	OFFENSE	675.00	
72	16-8-14	SHOPLIFTING LESS THAN 500.00	N	N	2ND	OFFENSE	1300.00	
669	22-126	OCCUPATIONAL TAX	N	N	STANDARD		200.00	
643	22-287	SOLICITING WITHOUT PERMIT	N	N	STANDARD		175.00	
677	26-1	JUNK ORDIANCE VIOLATION - PROPERTY	N	N	STANDARD		200.00	
678	26-2	JUNKED VEHICLES	N	N	STANDARD		200.00	
645	26-67	ATTRACTIVE NUISANCE	N	N	STANDARD		200.00	
670	28-1	LOITERING	N	N	STANDARD		162.00	
574	28-21	DAMAGE TO PUBLIC PROPERTY	N	Y	STANDARD		500.00	
571	28-22	POSTING SIGNS WITHOUT PERMIT	N	N	STANDARD		100.00	
675	28-23	THEFT BY SHOPLIFTING	N	Y	STANDARD		275.00	
636	28-50	DISCHARGING A FIRE WEAPON IN THE TOWN	N	N	STANDARD		162.00	
674	28-51	DISCHARGING WEAPONS	N	N	STANDARD		162.00	

VIOLATION LISTING

SORTED BY: CODE, (ACTIVE VIOLATIONS ONLY)  
 CATEGORY: ALL CATEGORIES

-----CASH BONDS-----

NBR	CODE	VIOLATION DESCRIPTION	Send to DPS	Must Appear	CLASS	SUBCLASS	AMOUNT	PROC-FEE
672	28-74	DISORDERLY CONDUCT	N	N	STANDARD		500.00	
671	28-75	PUBLIC DRUNKENESS	N	N	STANDARD		500.00	
676	28-76	NOISE VIOLATION	N	N	STANDARD		135.00	
587	28-96	POSSESSION OF LESS THAN 1 OZ MARIJUANA	N	N	STANDARD		500.00	
145	3-3-23	POSSESSION OF ALCOHOL BY MINOR	N	Y	STANDARD		407.00	
147	3-3-23A1	FURNISH/SELL ALCOHOL TO PERSON UNDER 21	N	Y	STANDARD		407.00	
148	3-3-23A2	PURCHASE OR POSSESS ALCOH. UNDER 21	N	Y	STANDARD		407.00	
150	3-3-23A3	MISREPRESENT AGE TO OBTAIN ALCOH.	N	Y	STANDARD		407.00	
151	3-3-23A5	MISREPRESENT ID TO OBTAIN ALCOH.	N	Y	STANDARD		407.00	
679	32-11	UNATHORIZED ACCUMALTION OF SOLID WASTE	N	N	STANDARD		200.00	
646	32-17	LITTER RECEP AT PLACES FREQ BY PUBLIC	N	N	STANDARD		200.00	
561	32-7	PROHIBIT EXCESSIVE GRASS AND WEEDS	N	N	STANDARD		200.00	
680	32-8	CLEANLINESS OF PREMISES	N	N	STANDARD		200.00	
647	32-9	DUMPING AND LITTERING PROHIBITED	N	N	STANDARD		200.00	
648	34-2	FILM PERMIT	N	N	STANDARD		500.00	
649	34-56	OBJECTS IN RIGHT OF WAY	N	N	STANDARD		175.00	
562	36-10	NO THROUGH TRUCKS - SWANSON RD	N	N	STANDARD		175.00	
681	36-45	PARKING TRUCKS IN RESIDENTIAL AREA	N	N	STANDARD		175.00	
578	36-47	PARKING ON RIGHT AWAY OF CERTAIN STS	N	N	STANDARD		175.00	
579	36-48	PARKING ON TOWN OWNED PROPERTY	N	N	STANDARD		175.00	
584	36-73	GOLF CART EQUIPMENT	N	N	1ST	OFFENSE	108.00	
584	36-73	GOLF CART EQUIPMENT	N	N	2ND	OFFENSE	162.00	
682	36-75	GOLF CART OPERATION VIOLATION	N	N	STANDARD		175.00	
650	36-8	RESTRICTION OF TRUCK TRAFFIC SENOIA RD	N	N	STANDARD		175.00	
564	36-9	NO THROUGH TRAFFIC - ASHLAND TRAIL	N	N	STANDARD		175.00	
651	38-116	SEWAGE DISPOSAL	N	N	STANDARD		200.00	
652	38-57	WASTE DISPOSAL	N	N	STANDARD		200.00	
510	4-2-3	DUMPING OR LITTERING PROHIBITED	N	N	STANDARD		282.00	
639	4-4	ALCOHOL LICENSE NOT PAID	N	N	STANDARD		200.00	
604	4-6-123 B	FAILURE TO USE TURN SIGNAL	N	N				Delete
582	4-7	PUBLIC CONSUMPTION OF ALCOHOL	N	N	STANDARD		135.00	
163	40-1-3	PERMITTING UNLAWFUL OPERATION OF VEHICLE	Y	Y	STANDARD		189.00	350.00

VIOLATION LISTING

SORTED BY: CODE, (ACTIVE VIOLATIONS ONLY)

CATEGORY: ALL CATEGORIES

-----CASH BONDS-----

NBR	CODE	VIOLATION DESCRIPTION	Send to DPS	Must Appear	CLASS	SUBCLASS	AMOUNT	PROC-FEE
627	40-1-8(b)(1)	COMMERCIAL VEHICLE PARTS VIOLATION	Y	N	STANDARD		119.00	
628	40-1-8(h)	VIOLATION OF DPS TRANSPORTATION RULES	Y	N	STANDARD		119.00	
483	40-13-63	FAILURE TO APPEAR	Y	N	STANDARD		77.00	Delete
166	40-2-20	DRIVING WITHOUT A TAG	N	N	STANDARD		140.00	160.00
167	40-2-31	NO COUNTY DECAL	Y	N	1ST	OFFENSE	39.00	75.00
167	40-2-31	NO COUNTY DECAL	Y	N	2ND	OFFENSE	145.00	Delete
168	40-2-38	IMPROPER USE OF DEALER TAG	Y	N	STANDARD		140.00	160.00
169	40-2-4	TAGS: MANUFACTURING OF PLATES/DECALS	Y	N	STANDARD		294.00	625.00
170	40-2-41	DISPLAY OF LICENSE PLATES	N	N	STANDARD		77.00	160.00
173	40-2-5	TAGS: USE OF TAG TO CONCEAL IDENTITY	N	N	STANDARD		245.00	625.00
174	40-2-6	TAGS: ALTERATION/IMPROPER PLATES	N	N	STANDARD		245.00	625.00
176	40-2-7	TAGS: REMOVING/AFFIXING TAG W/INTENT	N	N	STANDARD		245.00	625.00
177	40-2-8	TAGS: OPERATING W/OUT PROPER TAG/DECAL	N	N	STANDARD		140.00	160.00
179	40-2-8.1	TAGS: OPERATE VEH W/OUT REVALID TAG/DEC	N	N	WITH	PRIOR PUR	35.00	75.00
186	40-5-120	LICENSE: UNLAWFUL USE OF LICENSE	Y	Y	STANDARD		427.00	525.00
188	40-5-121	LICENSE: DRIVING WHILE LIC. SUSP/REVOKED	Y	Y	1ST	OFFENSE	830.00	
188	40-5-121	LICENSE: DRIVING WHILE LIC. SUSP/REVOKED	Y	Y	2ND	OFFENSE	1350.00	
188	40-5-121	LICENSE: DRIVING WHILE LIC. SUSP/REVOKED	Y	Y	3RD	OFFENSE	1350.00	2500.00
189	40-5-122	LICENSE: PERMIT UNLIC. PERSON TO DRIVE	N	N	STANDARD		154.00	350.00
190	40-5-123	LICENSE: PERMIT UNAUTH. MINOR TO DRIVE	N	Y	STANDARD		154.00	350.00
191	40-5-125	LICENSE: POSSESSION OF FRAUDULANT LIC.	Y	Y	1ST	OFFENSE	294.00	350.00
191	40-5-125	LICENSE: POSSESSION OF FRAUDULANT LIC.	Y	Y	2ND	OFFENSE	427.00	475.00
194	40-5-146	LICENSE: DRIVE COMMERCIAL VEH W/OUT LIC.	Y	N	STANDARD		700.00	845.00
597	40-5-20	DRIVING WITHOUT A LICENSE	Y	Y	1ST	OFFENSE	700.00	845.00
597	40-5-20	DRIVING WITHOUT A LICENSE	Y	Y	2ND	OFFENSE	1090.00	
597	40-5-20	DRIVING WITHOUT A LICENSE	Y	Y	3RD	OFFENSE	1350.00	1400.00
523	40-5-20A	30 DAYS TO OBTAIN LICENSE	Y	N	1ST	OFFENSE	700.00	845.00
523	40-5-20A	30 DAYS TO OBTAIN LICENSE	Y	N	2ND	OFFENSE	1090.00	
523	40-5-20A	30 DAYS TO OBTAIN LICENSE	Y	N	3RD	OFFENSE	1350.00	1400.00
197	40-5-20B	LICENSE REQUIRED WHILE BEING TOWED	N	N	STANDARD		77.00	845.00
198	40-5-20C	POSSESSION OF MORE THAN 1 VALID LICENSE	N	N	STANDARD		154.00	185.00
199	40-5-23	WRONG CLASS OF DRIVERS LICENSE	N	N	STANDARD		105.00	185.00
200	40-5-24	OPERATING W/LEARNER'S PERMIT	N	N	STANDARD		96.00	185.00

VIOLATION LISTING

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CATEGORY: ALL CATEGORIES

-----CASH BONDS-----

NBR	CODE	VIOLATION DESCRIPTION	Send to DPS	Must Appear	CLASS	SUBCLASS	AMOUNT	PROC-FEE
202	40-5-29A	NO LICENSE ON PERSON	N	N	STANDARD		14.00	25.00
203	40-5-29B	LICENSE TO BE EXAMINED ON DEMAND	N	N	STANDARD		96.00	25.00
204	40-5-30	VIOLATION OF LICENSE RESTRICTIONS	N	N	STANDARD		105.00	
205	40-5-32	EXPIRED DRIVER'S LICENSE	N	N	STANDARD		105.00	145.00
207	40-5-33	LICENSE: 60 DAYS TO CHANGE NAME/ADDRESS	N	N	STANDARD		77.00	105.00
685	40-5-58	VIOLATION OF PROBATIONARY LICENSE	Y	N				425.00
210	40-5-61	REFUSE TO SURRENDER LICENSE	N	N				245.00
211	40-5-64	LICENSE: VIOLATION OF COND. OF PERMIT	Y	Y	STANDARD		154.00	525.00
212	40-5-65	OTHER LICENSE W/REVOCATION	Y	N	STANDARD		567.00	625.00
589	40-6-1	TRAFFIC LAW VIOLATION	N	N	STANDARD		119.00	Delete
215	40-6-10	NO INSURANCE	Y	Y	1ST	OFFENSE	830.00	
215	40-6-10	NO INSURANCE	Y	Y	2ND	OFFENSE	1350.00	
634	40-6-10A7	NO PROOF OF INSURANCE	N	N	STANDARD		25.00	
219	40-6-11	MOTORCYCLE: NO INSURANCE	Y	N	1ST	OFFENSE	830.00	
219	40-6-11	MOTORCYCLE: NO INSURANCE	Y	N	2ND	OFFENSE	1350.00	
220	40-6-11C	MOTORCYCLE: NO PROOF OF INSURANCE	Y	N	STANDARD		35.00	25.00
221	40-6-120	IMPROPER LEFT OR RIGHT TURN	Y	N	ACCIDENT		196.00	220.00
221	40-6-120	IMPROPER LEFT OR RIGHT TURN	Y	N	STANDARD		119.00	145.00
688	40-6-120	IMPROPER TURN	Y	N				Delete
222	40-6-120B	FAILURE TO OBEY TURNING DEVICE	Y	N	STANDARD		175.00	145.00
223	40-6-121	IMPROPER U-TURN	Y	N	ACCIDENT		196.00	220.00
223	40-6-121	IMPROPER U-TURN	Y	N	STANDARD		119.00	145.00
224	40-6-122	IMPROPER STARTING OF PARKED VEHICLE	N	N	ACCIDENT		196.00	220.00
224	40-6-122	IMPROPER STARTING OF PARKED VEHICLE	N	N	STANDARD		119.00	145.00
225	40-6-123	IMPROPER LANE CHANGE/USAGE	Y	N	ACCIDENT		196.00	220.00
225	40-6-123	IMPROPER LANE CHANGE/USAGE	Y	N	STANDARD		119.00	145.00
605	40-6-123 B	FAILURE TO USE TURN SIGNAL	Y	N	STANDARD		119.00	Delete
226	40-6-123C	IMPROPER STOPPING ON ROADWAY	Y	N	ACCIDENT		196.00	220.00
226	40-6-123C	IMPROPER STOPPING ON ROADWAY	Y	N	STANDARD		119.00	145.00
227	40-6-124	FAIL TO USE SIGNAL	Y	N	ACCIDENT		196.00	220.00
227	40-6-124	FAIL TO USE SIGNAL	Y	N	STANDARD		119.00	145.00
228	40-6-125	IMPROPER USE OF HAND SIGNALS	Y	N				145.00
229	40-6-126	IMPROPER USE OF CENTRAL TURN LANE	Y	N	ACCIDENT		196.00	220.00

VIOLATION LISTING

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CATEGORY: ALL CATEGORIES

-----CASH BONDS-----

NBR	CODE	VIOLATION DESCRIPTION	Send to DPS	Must Appear	CLASS	SUBCLASS	AMOUNT	PROC-FEE
229	40-6-126	IMPROPER USE OF CENTRAL TURN LANE	Y	N	STANDARD		119.00	145.00
230	40-6-14	NOISE VIOLATION (LOUD MUSIC FR. VEHICLE)	N	N	STANDARD		133.00	145.00
231	40-6-140	FAIL TO STOP AT RAILROAD CROSSING	Y	N	ACCIDENT		196.00	250.00
231	40-6-140	FAIL TO STOP AT RAILROAD CROSSING	Y	N	STANDARD		140.00	175.00
637	40-6-140 (C)	FAILURE TO OBEY RR GRADE CROSSING RESTRI	N	N	ACCIDENT		196.00	250.00
637	40-6-140 (C)	FAILURE TO OBEY RR GRADE CROSSING RESTRI	N	N	STANDARD		140.00	175.00
232	40-6-140B	DISREGARDING R.R. CROSSING BARRIER	Y	N	STANDARD		140.00	175.00
233	40-6-141	FAILURE TO STOP AT STOP SIGN AT R-R XING	Y	N	ACCIDENT		196.00	250.00
233	40-6-141	FAILURE TO STOP AT STOP SIGN AT R-R XING	Y	N	STANDARD		119.00	175.00
234	40-6-142	CERTAIN VEH. MUST STOP AT R.R. CROSSING	Y	N	ACCIDENT		196.00	250.00
234	40-6-142	CERTAIN VEH. MUST STOP AT R.R. CROSSING	Y	N	STANDARD		140.00	175.00
474	40-6-143	HEAVY EQUIPMENT AT R.R. CROSSING	Y	N	STANDARD		119.00	175.00
237	40-6-144	EMERGING/DRIVEWAY/ALLEY/ET	Y	N	ACCIDENT		196.00	250.00
237	40-6-144	EMERGING/DRIVEWAY/ALLEY/ET	Y	N	STANDARD		119.00	175.00
238	40-6-15	DRIVING WITH SUSPENDED REGISTRATION	Y	Y	1ST	OFFENSE	581.00	850.00
238	40-6-15	DRIVING WITH SUSPENDED REGISTRATION	Y	Y	2ND	OFFENSE	1090.00	1400.00
684	40-6-16(b)	FAILURE TO MOVE OVER TO EMERG VEHICLE	Y	N	1ST	OFFENSE	294.00	425.00
684	40-6-16(b)	FAILURE TO MOVE OVER TO EMERG VEHICLE	Y	N	2ND	OFFENSE	700.00	725.00
239	40-6-160	SCHOOL BUS EXCEEDING 40 MPH	Y	N	STANDARD		308.00	350.00
240	40-6-161	HEADLIGHTS REQUIRED (SCHOOL BUS)	Y	N	STANDARD		84.00	145.00
241	40-6-162	VISUAL SIGNAL, LOADING & UNLOADING	Y	N	STANDARD		119.00	145.00
242	40-6-163	FAIL TO STOP FOR SCHL BUS LOADING/UNLOAD	Y	N	1ST	OFFENSE	245.00	1000.00
242	40-6-163	FAIL TO STOP FOR SCHL BUS LOADING/UNLOAD	Y	N	2ND	OFFENSE	392.00	
242	40-6-163	FAIL TO STOP FOR SCHL BUS LOADING/UNLOAD	Y	N	3RD	OFFENSE	532.00	
243	40-6-164	FAIL TO ALLOW CHILDREN TO CROSS	Y	N	STANDARD		308.00	750.00
244	40-6-180	BASIC RULES VIOLATON	N	N	ACCIDENT		196.00	250.00
244	40-6-180	BASIC RULES VIOLATON	N	N	STANDARD		119.00	175.00
245	40-6-181	SPEEDING	Y	N	00-70 ZONE	11-14 OVER	140.00	
245	40-6-181	SPEEDING	Y	N	00-70 ZONE	15-23 OVER	175.00	
245	40-6-181	SPEEDING	Y	N	00-70 ZONE	24-33 OVER	245.00	
245	40-6-181	SPEEDING	Y	N	00-70 ZONE	34-39 OVER	420.00	
245	40-6-181	SPEEDING	Y	N	00-70 ZONE	40-99	1090.00	
245	40-6-181	SPEEDING	Y	N	00-70 ZONE	6-10 OVER	35.00	

VIOLATION LISTING

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-----CASH BONDS-----

NBR	CODE	VIOLATION DESCRIPTION	Send to DPS	Must Appear	CLASS	SUBCLASS	AMOUNT	PROC-FEE
245	40-6-181	SPEEDING	Y	N	SCHOOLZONE	06-10 OVER	35.00	
245	40-6-181	SPEEDING	Y	N	SCHOOLZONE	11-14 OVER	140.00	
245	40-6-181	SPEEDING	Y	N	SCHOOLZONE	15-19 OVER	175.00	
245	40-6-181	SPEEDING	Y	N	SCHOOLZONE	20-23 OVER	210.00	
245	40-6-181	SPEEDING	Y	N	SCHOOLZONE	24-33 OVER	700.00	
246	40-6-184	IMPEDING THE FREE FLOW OF TRAFFIC	Y	N	STANDARD		119.00	175.00
247	40-6-185A	SPEED LIMIT ON BRIDGES	Y	N	STANDARD		175.00	
248	40-6-186	RACING ON HIGHWAYS OR STREETS	Y	N	1ST	OFFENSE	581.00	
248	40-6-186	RACING ON HIGHWAYS OR STREETS	Y	N	2ND	OFFENSE	960.00	
248	40-6-186	RACING ON HIGHWAYS OR STREETS	Y	N	3RD	OFFENSE	1350.00	
249	40-6-188	SPEEDING IN CONSTRUCTION SITE	Y	N				350.00
250	40-6-2	FAILURE TO OBEY PERSON DIRECTING TRAFFIC	Y	N	ACCIDENT		196.00	220.00
250	40-6-2	FAILURE TO OBEY PERSON DIRECTING TRAFFIC	Y	N	STANDARD		119.00	145.00
251	40-6-20	RUNNING RED LIGHT	Y	N	ACCIDENT		196.00	220.00
251	40-6-20	RUNNING RED LIGHT	Y	N	STANDARD		119.00	145.00
252	40-6-200	IMPROPER PARKING	Y	N	STANDARD		84.00	145.00
253	40-6-201	LEAVING MOTOR VEHICLE UNATTENDED	Y	N	STANDARD		84.00	145.00
254	40-6-202	STOP/STAND/PARK OUTSIDE BUS/RES DISTRICT	Y	N	STANDARD		84.00	145.00
256	40-6-203	IMPROPER STOPPING/PARKING ON ROADWAY	N	N	STANDARD		84.00	145.00
257	40-6-205	OBSTRUCTING AN INTERSECTION	Y	N	STANDARD		119.00	145.00
259	40-6-226	VIOLATION OF HANDICAPPED PARKING	Y	N	1ST	OFFENSE	161.00	250.00
259	40-6-226	VIOLATION OF HANDICAPPED PARKING	Y	N	2ND	OFFENSE	245.00	425.00
259	40-6-226	VIOLATION OF HANDICAPPED PARKING	Y	N	3RD	OFFENSE	308.00	550.00
263	40-6-240	IMPROPER BACKING	Y	N	ACCIDENT		196.00	220.00
263	40-6-240	IMPROPER BACKING	Y	N	STANDARD		119.00	145.00
264	40-6-241	DRIVER EXERCISE DUE CARE	Y	N	ACCIDENT		196.00	220.00
264	40-6-241	DRIVER EXERCISE DUE CARE	Y	N	STANDARD		119.00	145.00
625	40-6-241C	UNLAWFUL USE OF WIRELESS DEVICE	N	N	1ST	OFFENSE	50.00	
625	40-6-241C	UNLAWFUL USE OF WIRELESS DEVICE	N	N	2ND	OFFENSE	100.00	
625	40-6-241C	UNLAWFUL USE OF WIRELESS DEVICE	N	N	3RD	OFFENSE	150.00	
626	40-6-241D	UNLAWFUL USE OF DEVICE IN COMMERCIAL VEH	N	N	1ST	OFFENSE	50.00	
626	40-6-241D	UNLAWFUL USE OF DEVICE IN COMMERCIAL VEH	N	N	2ND	OFFENSE	100.00	
626	40-6-241D	UNLAWFUL USE OF DEVICE IN COMMERCIAL VEH	N	N	3RD	OFFENSE	150.00	



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-----CASH BONDS-----

NBR	CODE	VIOLATION DESCRIPTION	Send to DPS	Must Appear	CLASS	SUBCLASS	AMOUNT	PROC-FEE
265	40-6-242	OBSTRUCTION/INTERFERENCE WITH DRIVER	Y	N	STANDARD		119.00	145.00
267	40-6-243	OPENNING DOORS TO MOVING TRAFFIC	Y	N	STANDARD		119.00	145.00
268	40-6-244	RIDING IN HOUSE TRAILER	Y	N	STANDARD		119.00	145.00
269	40-6-246	COASTING PROHIBITED	Y	N	STANDARD		119.00	145.00
270	40-6-247	FOLLOWING EMERG. VEH W/IN 200 FT	Y	N	STANDARD		119.00	145.00
271	40-6-248	DRIVING OVER A FIREHOSE	Y	N	STANDARD		119.00	145.00
272	40-6-249	LITTERING HIGHWAY	Y	N	STANDARD		119.00	145.00
273	40-6-25	DISPLAY OF UNAUTH. SIGNS/SIGNALS/MARKS	Y	N				Delete
274	40-6-250	DEVICE WORN THAT IMPAIRS HEARING/VISION	Y	N	STANDARD		119.00	145.00
275	40-6-251	LAYING DRAG OR RECKLESS CONDUCT W/AUTO	Y	N	1ST	OFFENSE	161.00	250.00
275	40-6-251	LAYING DRAG OR RECKLESS CONDUCT W/AUTO	Y	N	2ND	OFFENSE	308.00	325.00
276	40-6-252	CRUISING AFTER BEING REQUESTED NOT TO	Y	N	1ST	OFFENSE	70.00	
276	40-6-252	CRUISING AFTER BEING REQUESTED NOT TO	Y	N	2ND	OFFENSE	140.00	
276	40-6-252	CRUISING AFTER BEING REQUESTED NOT TO	Y	N	3RD	OFFENSE	210.00	
277	40-6-253	OPEN CONTAINER VIOLATION	N	N	STANDARD		161.00	295.00
278	40-6-254	FAILURE TO SECURE LOAD	Y	N	STANDARD		119.00	145.00
279	40-6-255	GASOLINE DRIVE-OFF	Y	N	STANDARD		140.00	175.00
280	40-6-26	INTERFERE WITH TRAFFIC CONTROL DEVICES	Y	Y	STANDARD		175.00	
281	40-6-26B	DRIVING ON HIGHWAY CLOSED TO PUBLIC	Y	N	STANDARD		119.00	145.00
282	40-6-270	FAIL TO STOP @ ACCIDENT W/INJURY, DAMAGE	Y	Y	1ST	OFFENSE	588.00	750.00
282	40-6-270	FAIL TO STOP @ ACCIDENT W/INJURY, DAMAGE	Y	Y	2ND	OFFENSE	1090.00	1250.00
282	40-6-270	FAIL TO STOP @ ACCIDENT W/INJURY, DAMAGE	Y	Y	3RD	OFFENSE	1350.00	1350.00
283	40-6-271	DUTY UPON STRIKING UNATTENDED VEHICLE	Y	N	STANDARD		245.00	450.00
284	40-6-272	DUTY UPON STRIKING FIXTURE	Y	Y	STANDARD		245.00	450.00
285	40-6-273	FAIL TO REPORT ACCIDENT W/INJURY,DEATH	Y	N	STANDARD		1090.00	1000.00
286	40-6-275	REMOVAL OF VEHICLE FROM ROADWAY	Y	N	STANDARD		119.00	145.00
287	40-6-276	DUTY OF WRECKER DRIVER TO CLEAN DEBRIS	Y	N	STANDARD		119.00	145.00
288	40-6-291	TRAFFIC LAWS APPLY TO BICYCLES ON ROAD	Y	N	STANDARD		75.00	
289	40-6-292	NO RIDING ON HANDLEBARS OF BICYCLE	Y	N	STANDARD		70.00	75.00
290	40-6-293	PERSON ON BIKE/SKATES/WAGON CLING TO VEH	Y	N	STANDARD		70.00	75.00
291	40-6-294	BICYCLE MUST BE ON RIGHT SIDE OF ROADWAY	Y	N	STANDARD		70.00	75.00
475	40-6-295	BICYCLE - CARRYING ARTICLES	Y	N	STANDARD		70.00	75.00
293	40-6-296	BICYCLE: EQUIPMENT REQUIREMENT	Y	N	STANDARD		70.00	75.00



VIOLATION LISTING

SORTED BY: CODE, (ACTIVE VIOLATIONS ONLY)

CATEGORY: ALL CATEGORIES

-----CASH BONDS-----

NBR	CODE	VIOLATION DESCRIPTION	Send to DPS	Must Appear	CLASS	SUBCLASS	AMOUNT	PROC-FEE
476	40-6-297	BICYCLES-REFLECTORS ON PEDALS	Y	N	STANDARD		70.00	75.00
294	40-6-298	BICYCLE: ALLOWING CHILD TO VIOLATE LAW	Y	N	STANDARD		70.00	75.00
298	40-6-311	MANNER OF RIDING MOTORCYCLES	Y	N	STANDARD		119.00	145.00
303	40-6-312	OTHER VEHICLES MUST GIVE MOTORCYCLE LANE	Y	N	STANDARD		119.00	145.00
304	40-6-312B	MOTORCYCLE: PASSING IN SAME LANE AS VEH	Y	N	STANDARD		119.00	145.00
305	40-6-312C	MOTORCYCLE: OPERATING BETWEEN LANES	Y	N	STANDARD		119.00	145.00
306	40-6-312D	MOTORCYCLE: MORE THAN 2 ABREAST	Y	N	STANDARD		119.00	145.00
307	40-6-312E	MOTORCYCLE: MUST HAVE LIGHTS ON	Y	N	STANDARD		119.00	145.00
308	40-6-313	MOTORCYCLE CLINGING TO OTHER VEHICLES	Y	N	STANDARD		119.00	145.00
309	40-6-314	PASSENGER MUST HAVE FOOTRESTS (M.CYCLE)	Y	N	STANDARD		119.00	145.00
310	40-6-314A	MOTORCYCLE: FOOTREST FOR PASSENGERS	Y	N	STANDARD		119.00	145.00
311	40-6-314B	MOTORCYCLE: HANDLEBAR/BACKREST VIOL.	Y	N	STANDARD		119.00	145.00
312	40-6-315	NO HELMET (MOTORCYCLE)	N	N	STANDARD		119.00	145.00
599	40-6-315A	MOTORCYCLE: MUST WEAR HELMETS	N	N	STANDARD		119.00	145.00
313	40-6-315B	MOTORCYCLE: MUST HAVE EYE PROTECTION	Y	N	STANDARD		119.00	145.00
314	40-6-315E	MOTORCYCLE: MUST WEAR SHOES	Y	N	STANDARD		119.00	145.00
477	40-6-330	MOTORIZED CARTS - HOURS OF OPERATION	Y	N	STANDARD		70.00	145.00
316	40-6-351	LICENSE: MOPED OPERATORS NEED LICENSE	Y	N	STANDARD		119.00	145.00
317	40-6-352	OPERATOR OF MOPED MUST HAVE A HELMET	Y	N	STANDARD		119.00	145.00
478	40-6-353	MOPEDS ON CERTAIN ROADS PROHIBITED	Y	N	STANDARD		119.00	145.00
318	40-6-390	RECKLESS DRIVING	Y	Y	1ST	OFFENSE	434.00	750.00
318	40-6-390	RECKLESS DRIVING	Y	Y	2ND	OFFENSE	850.00	1225.00
318	40-6-390	RECKLESS DRIVING	Y	Y	3RD	OFFENSE	1350.00	1500.00
319	40-6-391	DUI	Y	Y	1ST	OFFENSE	1621.00	
319	40-6-391	DUI	Y	Y	2ND	OFFENSE	2026.00	
319	40-6-391	DUI	Y	Y	3RD	OFFENSE	5826.00	
321	40-6-391A1	DUI - ALCOHOL LESS SAFE	Y	Y	1ST	OFFENSE	1621.00	
321	40-6-391A1	DUI - ALCOHOL LESS SAFE	Y	Y	2ND	OFFENSE	2026.00	
321	40-6-391A1	DUI - ALCOHOL LESS SAFE	Y	Y	3RD	OFFENSE	5826.00	
322	40-6-391A2	DUI - DRUGS LESS SAFE	Y	Y	1ST	OFFENSE	1621.00	
322	40-6-391A2	DUI - DRUGS LESS SAFE	Y	Y	2ND	OFFENSE	2026.00	
322	40-6-391A2	DUI - DRUGS LESS SAFE	Y	Y	3RD	OFFENSE	5826.00	
323	40-6-391A3	DUI - GLUE/AEROSOL/TOXIC VAPOR LESS SAFE	Y	Y	1ST	OFFENSE	1621.00	

VIOLATION LISTING

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CATEGORY: ALL CATEGORIES

-----CASH BONDS-----

NBR	CODE	VIOLATION DESCRIPTION	Send to DPS	Must Appear	CLASS	SUBCLASS	AMOUNT	PROC-FEE
323	40-6-391A3	DUI - GLUE/AEROSOL/TOXIC VAPOR LESS SAFE	Y	Y	2ND	OFFENSE	2026.00	
323	40-6-391A3	DUI - GLUE/AEROSOL/TOXIC VAPOR LESS SAFE	Y	Y	3RD	OFFENSE	5826.00	
324	40-6-391A4	DUI - COMBO ANY COMBINATION OF A1/A2/A3	Y	Y	1ST	OFFENSE	1621.00	
324	40-6-391A4	DUI - COMBO ANY COMBINATION OF A1/A2/A3	Y	Y	2ND	OFFENSE	2026.00	
324	40-6-391A4	DUI - COMBO ANY COMBINATION OF A1/A2/A3	Y	Y	3RD	OFFENSE	5826.00	
325	40-6-391A5	DUI - ALCOHOL 0.08 GM OR MORE,21 OR OVER	Y	Y	1ST	OFFENSE	1621.00	
325	40-6-391A5	DUI - ALCOHOL 0.08 GM OR MORE,21 OR OVER	Y	Y	2ND	OFFENSE	2026.00	
325	40-6-391A5	DUI - ALCOHOL 0.08 GM OR MORE,21 OR OVER	Y	Y	3RD	OFFENSE	5826.00	
326	40-6-391A6	DUI - MARIJUANA OR CONTROLLED SUBSTANCE	Y	Y	1ST	OFFENSE	1621.00	
326	40-6-391A6	DUI - MARIJUANA OR CONTROLLED SUBSTANCE	Y	Y	2ND	OFFENSE	2026.00	
326	40-6-391A6	DUI - MARIJUANA OR CONTROLLED SUBSTANCE	Y	Y	3RD	OFFENSE	5826.00	
327	40-6-391I	DUI - COMMERCIAL VEH. 0.04 GM OR MORE	Y	Y	1ST	OFFENSE	1621.00	
327	40-6-391I	DUI - COMMERCIAL VEH. 0.04 GM OR MORE	Y	Y	2ND	OFFENSE	2026.00	
327	40-6-391I	DUI - COMMERCIAL VEH. 0.04 GM OR MORE	Y	Y	3RD	OFFENSE	5826.00	
328	40-6-391K	DUI - UNDER AGE 21 .02% OR MORE	Y	Y	1ST	OFFENSE	1621.00	
328	40-6-391K	DUI - UNDER AGE 21 .02% OR MORE	Y	Y	2ND	OFFENSE	2026.00	
328	40-6-391K	DUI - UNDER AGE 21 .02% OR MORE	Y	Y	3RD	OFFENSE	5826.00	
635	40-6-391K1	DUI - UNDER AGE 21 .02% OR MORE	Y	Y	1ST	OFFENSE	1621.00	
635	40-6-391K1	DUI - UNDER AGE 21 .02% OR MORE	Y	Y	2ND	OFFENSE	2026.00	
635	40-6-391K1	DUI - UNDER AGE 21 .02% OR MORE	Y	Y	3RD	OFFENSE	5826.00	
329	40-6-391L	DUI - ENDANGERMENT OF CHILD UNDER AGE 14	Y	Y	1ST	OFFENSE	975.00	
329	40-6-391L	DUI - ENDANGERMENT OF CHILD UNDER AGE 14	Y	Y	2ND	OFFENSE	1515.00	
338	40-6-395	FLEEING/ATTEMPTING TO ELUDE POLICE	Y	Y	1ST	OFFENSE	700.00	1150.00
338	40-6-395	FLEEING/ATTEMPTING TO ELUDE POLICE	Y	Y	2ND	OFFENSE	1350.00	1750.00
338	40-6-395	FLEEING/ATTEMPTING TO ELUDE POLICE	Y	Y	3RD	OFFENSE	3300.00	3425.00
341	40-6-397	AGGRESSIVE DRIVING	Y	N				1000.00
342	40-6-4	RIDE ANIMALS/ANIMAL-DRAWN VEH,MUST OBEY	Y	N				175.00
343	40-6-40	FAIL. TO MAINTAIN LN./WRONG SIDE OF ROAD	Y	N	ACCIDENT		196.00	220.00
343	40-6-40	FAIL. TO MAINTAIN LN./WRONG SIDE OF ROAD	Y	N	STANDARD		119.00	145.00
346	40-6-41	VEHICLE PASSING IN OPPOSITE DIRECTION	Y	N	1ST	OFFENSE	245.00	175.00
346	40-6-41	VEHICLE PASSING IN OPPOSITE DIRECTION	Y	N	2ND	OFFENSE	434.00	Delete
346	40-6-41	VEHICLE PASSING IN OPPOSITE DIRECTION	Y	N	3RD	OFFENSE	830.00	Delete
347	40-6-42	IMPROPER PASSING ON LEFT	Y	N	ACCIDENT		196.00	220.00

VIOLATION LISTING

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-----CASH BONDS-----

NBR	CODE	VIOLATION DESCRIPTION	Send to DPS	Must Appear	CLASS	SUBCLASS	AMOUNT	PROC-FEE
347	40-6-42	IMPROPER PASSING ON LEFT	Y	N	STANDARD		119.00	145.00
348	40-6-42.2	INCREASING SPEED WHILE BEING PASSED	Y	N	ACCIDENT		196.00	220.00
348	40-6-42.2	INCREASING SPEED WHILE BEING PASSED	Y	N	STANDARD		119.00	145.00
349	40-6-42B	SPEEDING UP WHEN BEING PASSED	Y	N	ACCIDENT		196.00	220.00
349	40-6-42B	SPEEDING UP WHEN BEING PASSED	Y	N	STANDARD		119.00	145.00
350	40-6-43	OVERTAKE AND PASS ON RIGHT	Y	N	ACCIDENT		196.00	220.00
350	40-6-43	OVERTAKE AND PASS ON RIGHT	Y	N	STANDARD		119.00	145.00
351	40-6-43B	PASSING ON SHOULDER OF ROADWAY	Y	N	ACCIDENT		196.00	220.00
351	40-6-43B	PASSING ON SHOULDER OF ROADWAY	Y	N	STANDARD		119.00	145.00
352	40-6-44	PASSING W/IN 200 FT. OF ONCOMING TRAFFIC	Y	N	ACCIDENT		196.00	220.00
352	40-6-44	PASSING W/IN 200 FT. OF ONCOMING TRAFFIC	Y	N	STANDARD		119.00	145.00
353	40-6-45	DRIVING LEFT OF CENTER	Y	N	STANDARD		175.00	Delete
354	40-6-45	PASSING ON HILL OR CURVE	Y	N	STANDARD		175.00	Delete
355	40-6-45A2	PASSING W/IN 100 FT OF INTERS OR RR-XING	Y	N	STANDARD		175.00	Delete
356	40-6-45A3	PASSING W/IN 100 FT OF BRIDGE/TUNNEL	Y	N	ACCIDENT		175.00	220.00
356	40-6-45A3	PASSING W/IN 100 FT OF BRIDGE/TUNNEL	Y	N	STANDARD		110.00	145.00
357	40-6-46	PASSING IN NO-PASSING ZONE	Y	N	ACCIDENT		196.00	220.00
357	40-6-46	PASSING IN NO-PASSING ZONE	Y	N	STANDARD		119.00	145.00
600	40-6-46B	PASSING IN A NO-PASSING ZONE	Y	N	ACCIDENT		196.00	220.00
600	40-6-46B	PASSING IN A NO-PASSING ZONE	Y	N	STANDARD		119.00	145.00
358	40-6-47	ONE WAY ROADWAY OR ROTARY TRAFFIC	Y	N	ACCIDENT		196.00	220.00
358	40-6-47	ONE WAY ROADWAY OR ROTARY TRAFFIC	Y	N	STANDARD		119.00	145.00
359	40-6-48	FAILURE TO MAINTAIN LANE	Y	N	ACCIDENT		196.00	220.00
359	40-6-48	FAILURE TO MAINTAIN LANE	Y	N	STANDARD		119.00	145.00
360	40-6-49	FOLLOWING TOO CLOSELY	Y	N	ACCIDENT		196.00	220.00
360	40-6-49	FOLLOWING TOO CLOSELY	Y	N	STANDARD		119.00	145.00
361	40-6-50	DRIVING WITHIN A GORE OR MEDIAN	Y	N	ACCIDENT		196.00	220.00
361	40-6-50	DRIVING WITHIN A GORE OR MEDIAN	Y	N	STANDARD		119.00	145.00
362	40-6-50	DRIVING WITHIN THE EMERGENCY LANE	Y	N	ACCIDENT		196.00	220.00
362	40-6-50	DRIVING WITHIN THE EMERGENCY LANE	Y	N	STANDARD		119.00	145.00
363	40-6-50	DIVIDED-HWY/CTRLD-ACCESS RD/EMERGENCY LN	Y	N	ACCIDENT		196.00	220.00
363	40-6-50	DIVIDED-HWY/CTRLD-ACCESS RD/EMERGENCY LN	Y	N	STANDARD		119.00	145.00
364	40-6-51	RESTRICTION ON CONTROLLED-ACCESS ROAD	Y	N	ACCIDENT		196.00	220.00

VIOLATION LISTING

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-----CASH BONDS-----

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364	40-6-51	RESTRICTION ON CONTROLLED-ACCESS ROAD	Y	N	STANDARD		119.00	145.00
365	40-6-51B	VIOLATION OF DOT RESTR./ CONTROLLED HWY	Y	N	ACCIDENT		196.00	220.00
365	40-6-51B	VIOLATION OF DOT RESTR./ CONTROLLED HWY	Y	N	STANDARD		119.00	145.00
366	40-6-52	TRUCKS USING MULTI-LANE HIGHWAYS	Y	N	ACCIDENT		196.00	220.00
366	40-6-52	TRUCKS USING MULTI-LANE HIGHWAYS	Y	N	STANDARD		119.00	145.00
686	40-6-55	FAIL TO YLD TO BICYCLE IN DESG BIC LANE	Y	N				145.00
473	40-6-6	AUTHORIZED EMERGENCY VEHICLES	Y	N	ACCIDENT		196.00	220.00
473	40-6-6	AUTHORIZED EMERGENCY VEHICLES	Y	N	STANDARD		119.00	145.00
369	40-6-7	MOTOR VEHICLES IN PARADE	Y	N	ACCIDENT		196.00	220.00
369	40-6-7	MOTOR VEHICLES IN PARADE	Y	N	STANDARD		119.00	145.00
370	40-6-70	FAIL TO YIELD WHEN ENTERING INTERSECTION	Y	N	ACCIDENT		196.00	220.00
370	40-6-70	FAIL TO YIELD WHEN ENTERING INTERSECTION	Y	N	STANDARD		119.00	145.00
371	40-6-71	FAIL TO YIELD WHILE TURNING LEFT	Y	N	ACCIDENT		196.00	220.00
371	40-6-71	FAIL TO YIELD WHILE TURNING LEFT	Y	N	STANDARD		119.00	145.00
372	40-6-72B	FAILURE TO STOP AT STOP/YIELD SIGN	Y	N	ACCIDENT		196.00	220.00
372	40-6-72B	FAILURE TO STOP AT STOP/YIELD SIGN	Y	N	STANDARD		119.00	145.00
373	40-6-72C	FAIL TO YIELD RIGHT OF WAY AT YIELD SIGN	Y	N	ACCIDENT		196.00	220.00
373	40-6-72C	FAIL TO YIELD RIGHT OF WAY AT YIELD SIGN	Y	N	STANDARD		119.00	145.00
374	40-6-73	FAIL TO YIELD WHEN ENTER/CROSS ROADWAY	Y	N	ACCIDENT		196.00	220.00
374	40-6-73	FAIL TO YIELD WHEN ENTER/CROSS ROADWAY	Y	N	STANDARD		119.00	145.00
375	40-6-74	FAILURE TO YIELD TO EMERGENCY VEHICLE	Y	N	ACCIDENT		196.00	220.00
375	40-6-74	FAILURE TO YIELD TO EMERGENCY VEHICLE	Y	N	STANDARD		119.00	145.00
377	40-6-75	FAIL TO YIELD TO CONSTRUCTION VEH/PERSON	Y	N	ACCIDENT		196.00	220.00
377	40-6-75	FAIL TO YIELD TO CONSTRUCTION VEH/PERSON	Y	N	STANDARD		119.00	145.00
378	40-6-76	FAIL TO YIELD TO FUNERAL PROCESSION	Y	N	ACCIDENT		196.00	220.00
378	40-6-76	FAIL TO YIELD TO FUNERAL PROCESSION	Y	N	STANDARD		119.00	145.00
687	40-6-77	SERIOUS INJURY DUE TO RIGHT AWAY VIOL	Y	N				750.00
379	40-6-90	FAIL TO OBEY TRAF-CTL/REG. BY PEDESTRIAN	Y	N	ACCIDENT		196.00	220.00
379	40-6-90	FAIL TO OBEY TRAF-CTL/REG. BY PEDESTRIAN	Y	N	STANDARD		119.00	145.00
380	40-6-91	FAIL TO YIELD TO PEDESTRIAN AT CROSSWALK	Y	N	STANDARD		119.00	145.00
383	40-6-92	PED. MUST YIELD IF NOT AT CROSSWALK	Y	N	STANDARD		84.00	145.00
384	40-6-93	DRIVER MUST USE CARE TO AVOID PEDESTRIAN	Y	Y	ACCIDENT		196.00	220.00
384	40-6-93	DRIVER MUST USE CARE TO AVOID PEDESTRIAN	Y	Y	STANDARD		119.00	145.00

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-----CASH BONDS-----

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385	40-6-94	FAIL TO YIELD TO BLIND PEDESTRIAN	Y	Y	STANDARD		175.00	145.00
386	40-6-95	PEDESTRIAN UNDER THE INFLUENCE (P.U.I.)	Y	Y	STANDARD		245.00	295.00
387	40-6-96	PED. MUST WALK ON SIDEWALK/SHOULDER	Y	N	STANDARD		84.00	145.00
388	40-6-97	PED. MUST NOT SOLICIT RIDE/EMP/BUSINESS	Y	N	STANDARD		84.00	145.00
389	40-6-98	DRIVING THROUGH A SAFETY ZONE	Y	N	STANDARD		119.00	145.00
390	40-6-99	PEDESTRIAN YIELD TO EMERGENCY VEHICLE	Y	N	STANDARD		119.00	145.00
392	40-7-4	OPERATING RESTRICTIONS FOR OFF-ROAD VEH.	Y	N	STANDARD		119.00	145.00
395	40-8-161	EMISSIONS INSPECTION FOR CERTAIN VEHICLE	Y	N				Delete
396	40-8-181	VISIBLE EMISSIONS FROM VEHICLE	N	N	STANDARD		77.00	
397	40-8-20	LIGHTED HEADLIGHTS/OTHER LIGHTS REQUIRED	N	N	STANDARD		77.00	
479	40-8-21	VISIBILITY DISTANCE/MOUNTED HEIGHT	N	N	STANDARD		77.00	
398	40-8-22	HEADLIGHT REQUIREMENTS	N	N	STANDARD		77.00	
399	40-8-22B	MOTORCYCLE: MORE THAN 2 HEADLIGHTS	N	N				
400	40-8-22D	HEADLIGHT COVERS PROHIBITED	N	N				
401	40-8-23	TAILLIGHTS/LENSES REQUIRED	N	N	STANDARD		77.00	
402	40-8-23D	TAG LIGHT REQUIRED	N	N	STANDARD		77.00	
403	40-8-24	REFLECTORS	N	N	STANDARD		77.00	
404	40-8-25	NO BRAKE LIGHTS OR WORKING TURN SIGNALS	N	N	STANDARD		77.00	
405	40-8-26	NO OPERATING BRAKE LIGHTS/SIGNALS	N	N	STANDARD		77.00	
406	40-8-27	LIGHT/FLAG REQUIRED ON PROJECTING LOAD	N	N	STANDARD		77.00	
407	40-8-28D	HEADLIGHTS ON PARKED VEH. MUST BE DIMMED	N	N	STANDARD		77.00	
408	40-8-29	SPOTLIGHTS/FOGLIGHTS/AUXILIARY LIGHTS	N	N	STANDARD		77.00	
409	40-8-3	VEHICLE OR LOAD DRAGGING ON HIGHWAY	Y	N	STANDARD		77.00	
410	40-8-30	USE OF MULTIBEAM ROAD LIGHTING EQUIP.	N	N	STANDARD		77.00	
296	40-8-31	FAILURE TO DIM HEADLIGHTS	N	N	STANDARD		84.00	77.00
411	40-8-31	USE OF MULTIBEAM LIGHTING EQUIP.	N	N	STANDARD		77.00	
412	40-8-31	FAIL TO DIM HEADLIGHTS	N	N	STANDARD		77.00	
413	40-8-32	RURAL MAIL CARRIERS MAY USE AMBER LIGHTS	Y	N	STANDARD		77.00	
480	40-8-33	LIGHTS ON FARM TRACTORS	Y	N	STANDARD		77.00	
414	40-8-4	SLOW VEH. MUST HAVE TRIANGULAR WARN DEV.	Y	N	STANDARD		77.00	
415	40-8-50	BRAKES REQUIRED	N	N	STANDARD		77.00	
416	40-8-52	FAIL TO SECURE PARKING/EMERGENCY BRAKE	N	N	STANDARD		77.00	

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-----CASH BONDS-----

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481	40-8-54	BRAKE MAINTENANCE	Y	N	STANDARD		77.00	
417	40-8-6	OPERATING VEHICLE W/ALTERD SUSPENSION	Y	N	STANDARD		77.00	
418	40-8-7	DRIVING UNSAFE/IMPROPERLY EQUIPPED VEH.	N	N	STANDARD		77.00	
419	40-8-70	HORNS OR WARNING DEVICES VIOLATION	N	N	STANDARD		77.00	
420	40-8-70A	NO HORN / IMPROPER USE OF HORN	N	N	STANDARD		77.00	
421	40-8-70B	ILLEGAL EQUIPMENT (SIREN,WHISTLE,BELL)	Y	N				
422	40-8-71	IMPROPER EXHAUST SYSTEM	N	N	STANDARD		77.00	
423	40-8-72	MIRROR REQUIRED, IF VISION OBSTRUCTED	N	N	STANDARD		77.00	
424	40-8-73	VIEW OBSTRUCTED (WINDSHIELD/OTHER)	N	N	STANDARD		77.00	
425	40-8-73.1	LIGHT REDUCING MATL. AFFIXED TO WINDOWS	N	N	1ST	OFFENSE	77.00	
425	40-8-73.1	LIGHT REDUCING MATL. AFFIXED TO WINDOWS	N	N	2ND	OFFENSE	150.00	
426	40-8-73B	WIPER REQUIREMENTS	N	N	STANDARD		77.00	
427	40-8-74	TIRE REQUIREMENTS	N	N	STANDARD		77.00	
428	40-8-75	TIRE COVERS (MUD FLAPS ON REAR TIRES)	Y	N	STANDARD		77.00	
429	40-8-76	SAFETY BELTS VIOLATION (CHILD UNDER 8)	Y	N	1ST	OFFENSE	50.00	
429	40-8-76	SAFETY BELTS VIOLATION (CHILD UNDER 8)	Y	N	2ND	OFFENSE	100.00	
430	40-8-76.1	SAFETY BELTS VIOLATION (ADULTS)	Y	N	STANDARD		15.00	
607	40-8-76.1E	SEAT BELT VIOLATION(AGES 4 TO 8)	N	N	STANDARD		35.00	
482	40-8-76.1E3	SAFETY BELTS (AGES 8-17)	N	N	STANDARD		35.00	
432	40-8-77	DEFECTIVE SHOCK ABSORBERS	Y	N				Delete
433	40-8-79	RIDING IN BACK OF PICKUP ON INTERSTATE	Y	N				Delete
434	40-8-8	NO WORKING SPEEDOMETER	Y	N	STANDARD		77.00	
435	40-8-9	FAILURE TO DISPLAY OWNER'S NAME	Y	N	STANDARD		77.00	
436	40-8-90	OPERATING UNAUTH. VEHICLE W/BLUELIGHTS	Y	Y	STANDARD		420.00	525.00
437	40-8-92	UNAUTHORIZED VEH. WITH RED/AMBER LIGHTS	Y	Y	STANDARD		350.00	525.00
438	40-8-94	UNAUTH. USE OF SIREN/WHISTLES/BELLS	Y	Y				Delete
164	5-7	ZONING VIOLATION R-15	N	Y	STANDARD		84.00	
569	6-11	VACACINATION/REGISTRATIN OF ANIMALS	N	N	STANDARD		108.00	
503	6-2-71	WORKING WITHOUT STATE LICENSE	N	N				Delete
640	6-3	ANIMALS RUNNING AT LARGE	N	N	STANDARD		175.00	
588	6-4	KEEPING FOWL OR LIVESTOCK IN TOWN	N	N				Delete
641	6-4	KEEPING OF FOWL OR LIVESTOCK IN TOWN	N	N	STANDARD		75.00	

**VIOLATION LISTING**

SORTED BY: CODE, (ACTIVE VIOLATIONS ONLY)  
 CATEGORY: ALL CATEGORIES

-----CASH BONDS-----

<b>NBR</b>	<b>CODE</b>	<b>VIOLATION DESCRIPTION</b>	<b>Send to DPS</b>	<b>Must Appear</b>	<b>CLASS</b>	<b>SUBCLASS</b>	<b>AMOUNT</b>	<b>PROC-FEE</b>
549	6-5-15	VIOLATION OF STOP WORK ORDER	N	N				Delete
620	7-1.37	STORING BUSINESS EQUIP ON RESIDENTIAL P	N	N	STANDARD		175.00	
471	VOID	VOID	N	N				Delete





**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** October 17, 2024  
**Agenda Item Type:** Consent Agenda  
**Staff Contact:** April Spradlin

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**STAFF REPORT**

**AGENDA ITEM:**

Renewal of probation contract to Professional Probation Services for Tyrone Municipal Court

**BACKGROUND:**

Professional Probation Services has serviced Tyrone Municipal Court since 2020. Currently PPS serves all courts in Fayette County. The Tyrone Municipal Court has decided to reappoint Professional Probation Services as its designated probation department, reaffirming its commitment to enhancing community safety and supporting rehabilitation efforts. This decision reflects the court’s confidence in Professional Probation Services’ proven track record of providing effective supervision and comprehensive support programs for individuals on probation. By leveraging their expertise and resources, the court aims to facilitate positive outcomes for offenders, reduce recidivism, and promote accountability within the justice system.

**FUNDING:**

Click or tap here to enter text.

**STAFF RECOMMENDATION:**

Renewal of probation contract to Professional Probation Services for Tyrone Municipal Court

**ATTACHMENTS:**

Professional Probation Services Contract

**PREVIOUS DISCUSSIONS:**

Approval of Professional Probation Services Contract in 2019.



**CONTRACT FOR PROBATION SUPERVISION  
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Town of Tyrone, Georgia (hereinafter referred to as the "Town") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Tyrone Municipal Court (hereinafter referred to as the "Court").

**WITNESSETH:**

WHEREAS, the Town, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the Town with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

**DESIGNATION BY THE TOWN**

The Town shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

**SCOPE OF SERVICES**

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the Town, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court’s Judicial Procedures.

**PRETRIAL INTERVENTION AND DIVERSION PROGRAM**

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Tyrone Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, which is now given, the Town designates PPSI as the private entity to be used for the purpose of monitoring program participants’ compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the Town, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

**PERIOD OF SERVICE**

The performance of the aforementioned services shall commence on the 1<sup>st</sup> day of January, 2025, and shall continue with a specific expiration date of the 31<sup>st</sup> day of December, 2025. The contract shall automatically renew for specific one-year terms on January 1<sup>st</sup> each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term’s expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31, 2029. Notwithstanding anything herein, either party may terminate this Contract upon sixty (60) days written notice.

**PAYMENTS FOR SERVICES**

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the Town, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the Town.

**DEFICIENCIES IN SERVICE, TERMINATION**

In the event the Town determines there are deficiencies in the service and work provided by PPSI, the Town shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the Town may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the Town’s right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the Town or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

**DISPUTES**

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the Town is the complaining party, each such question shall be submitted to the Chief Judge of the Tyrone Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction in Fayette County Georgia or the Northern District Court of Georgia under the laws of the State of Georgia. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Fayette County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

**TRANSFER OF OPERATIONS**

In the event PPSI defaults for any reason in the service provided for by this Contract, the Town may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the Town may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The Town shall provide PPSI with a written receipt of those items over which the Town assumes exclusive control. PPSI agrees that in the event it disputes the Town's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the Town, or seek monetary damages as its remedy in a court of competent jurisdiction.

**RIGHT TO REQUIRE PERFORMANCE**

The failure of the Town at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the Town thereafter to enforce same. Nor shall waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**ACCESS TO BOOKS AND RECORDS**

The Town's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

**INSURANCE**

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

- Workers' Compensation - Statutory
- Bodily Injury Liability - \$ 100,000 each accident
- \$ 500,000 each occurrence
- General Liability - \$1,000,000 each occurrence
- Personal & Advertising Injury - \$1,000,000 each occurrence
- Professional Liability - \$1,000,000 each occurrence

**INDEMNIFICATION/HOLD HARMLESS**

With regard to the work to be performed by PPSI, neither the Court nor the Town shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the Town. In addition, PPSI agrees to indemnify and hold harmless the Court and the Town, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the Town is to be named as an additional named insured on PPSI's liability insurance policies.

**ASSIGNMENT**

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and Town. Consent, however, shall not be unreasonably withheld.

**VALIDITY**

This Contract shall be binding on any successor to the undersigned official of the Town or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any Town, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

**NOTICE**

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the Town:                   The Town of Tyrone  
                                          950 Senoia Road  
                                          Tyrone, GA 30290

As to PPSI:                       Professional Probation Services, Inc.  
                                          327 South Hill Street, Building A  
                                          Buford, GA 30518  
                                          Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt. The above addresses may be modified by written notice to the other party.

**ENTIRE AGREEMENT**

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the Town and PPSI.

In witness whereof, the parties here to have executed this agreement on the day first above written.

**THE TOWN OF TYRONE**

**PROFESSIONAL PROBATION SERVICES, INC.**

\_\_\_\_\_  
Eric Dial, Mayor

\_\_\_\_\_  
Keith Ward, CEO

ATTEST:

(TOWN SEAL)

\_\_\_\_\_  
Dee Baker, Town Clerk

**APPROVED BY THE TYRONE MUNICIPAL COURT**

\_\_\_\_\_  
Alisha Thompson, Chief Judge

\_\_\_\_\_  
Alaina Granade, Solicitor



# Specifications for Services

Pay-Only Probation Supervision	<b>\$40.00 per month.</b> The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.
Basic Probation Supervision	<b>\$40.00 per month</b>
Intensive Probation Supervision	<b>\$45.00 per month with field visits</b>
Indigent Supervision	<b>\$0.00 – As determined and ordered by the Court</b>
Pre-Trial/Diversion Supervision	<b>\$40.00 per month</b>
Electronic Monitoring	<b><u>\$75.00 Installation Fee +</u></b> RF House Arrest: \$6.75 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day
Alternative GPS Monitoring with Victim Notification	<b>Talitrix System (or similar) Smart Phone Application</b> <b>\$50.00/\$85.00 Enrollment Fee +</b> <b>\$4.50 - \$5.50 per day</b>
On-Site, Multi-Panel Drug Screen	<b>\$15.00</b>
On-Site EtG Test	<b>\$25.00</b>
Laboratory Confirmation Test	<b>\$25.00</b>
Termination Letter Administrative Fee	<b>\$10.00 (If applicable)</b>
Community Service Work Coordination	<b>No Cost</b>
Restitution Collection - Direct Disbursement to Victim	<b>No Cost</b>
On-Line Access for the Court to the PPSI Offender Management Computer Program	<b>No Cost</b> <b>For 24/7 Internet Access to all Offender Data and Activity</b>
Transfer of Supervision	<b>No Cost to any of our more than 40 locations nationwide</b>
Resume and Interview Skills Development with Job Placement Assistance	<b>No Cost</b>
Indemnification of the Town, and Naming the Town as an Additional Insured	<b>No Cost – Professional and General Liability</b>





**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** October 13, 2022  
**Agenda Item Type:** Consent Agenda  
**Staff Contact:** April Spradlin

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**STAFF REPORT**

**AGENDA ITEM:**

Appoint Jim Strickland Law Firm as the Indigent Defense Attorney for Tyrone Municipal Court from January 1, 2025 – December 31, 2025

**BACKGROUND:**

Jim Strickland Law Firm formerly Taylor and Strickland is a law firm servicing Coweta and it’s surrounding areas. Originally, Taylor and Strickland was started by a former Carroll County Assistant District Attorney David Taylor who has now been appointed as Juvenile Court Judge for Coweta County and is no longer able to be a prosecutor. Since the appointment, Jim Strickland has rebranded the law firm to Jim Strickland Law Firm. Along with serving Tyrone, Jim is also the Public Defender for Newnan Municipal Court and serves the surrounding communities as a criminal defense and DUI defense attorney. Jim has been a great asset to Tyrone Muncpal Court in the prvious 3 years, and we look forward to him continuing as our Public Defender.

**FUNDING:**

20-52-1207

**STAFF RECOMMENDATION:**

The town requires review of this contract and signature of such by the Mayor or designated agent.

**ATTACHMENTS:**

Contract Agreement

**PREVIOUS DISCUSSIONS:**

Adopted the Public Defender Agreement for Taylor and Strickland for January 1, 2023 through December 31, 2023.

**Agreement-Public Defender**

Town of Tyrone, Georgia

**INTRODUCTION**

This Agreement, made and entered into this 1st day of January, 2025, by and between the Town of Tyrone, Georgia, a municipal corporation (hereinafter called the Town”) and Jim Strickland Law Firm, (hereinafter called the “Public Defender” or “Jim Strickland Law Firm”) (collectively, the “Parties”), both of whom agree as follows:

**WITNESSETH:**

**WHEREAS**, the Town desires to appoint Jim Strickland Law Firm to serve, and the Town desires to engage the services of Jim Strickland Law Firm, as Public Defender of the Town of Tyrone; and

**WHEREAS**, Jim Strickland Law Firm agreed to accept appointment as Public Defender of the Town, subject to the terms, conditions and provisions of this Agreement;

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**Section 1. Duties.**

The City hereby agrees to engage and appoint Jim Strickland Law Firm as Public Defender of the Town. Jim Strickland Law Firm accepts such appointment and agrees to perform the functions and duties required of the position, and to perform such other legally

permissible and proper duties and functions as necessary to the position, including but not limited to defending cases before the Municipal Court of the Town of Tyrone, as well as accepting all necessary telephone calls and handling all necessary correspondence pertaining to his duties and functions (the "Public Defender's Duties"). Further, the Public Defender shall comply with (collectively "Applicable Laws and Authorities"); state and federal law, the Town's Charter and all Town policies, rules, regulations and ordinances as they exist or may hereinafter be adopted or amended.

**Section 2.      Hours of Work.**

The Defender agrees to devote such time as is necessary for the full and proper performance of the Public Defender's Duties and that the compensation herein provided includes compensation for such services.

**Section 3.      Manner of Performance.**

The Public Defender will determine the method, details and means of performing the Public Defender's Duties. Town shall not control the manner, nor determine the method of accomplishing the Public Defender's Duties. Public Defender will be responsible for supplying all equipment and instrumentalities required to perform the duties under this Agreement.

**Section 4.      Termination Events.**

This Agreement shall terminate without cause upon thirty (30) days written notice by either party. Public Defender agrees and understands that he serves at the will of the Tyrone Town Council.

**Section 5. Compensation.**

The Town agrees to pay the Public Defender a fee of \$410.00 per assigned case for the performance of the Public Defender's Duties. The public Defender acknowledges that he is an independent contractor and shall be responsible for payment of any and all taxes on the compensation paid to him hereunder, and agrees to indemnify and hold harmless the Town therefore. As an independent contractor, the Public Defender is not entitled to any fringe benefits that are generally available to Employees of the Town.

**Section 6. General Provisions.**

A. The text of this written Agreement and any amendments approved by the Town Council and executed by the Mayor and the Public Defender constitute the entire understanding between the parties with respect to the appointment of Taylor & Strickland Law Firm as the Public Defender of the Town of Tyrone.

B. This Agreement shall become effective upon execution.

C. This Agreement shall be governed by laws of the State of Georgia.

**Section 7: Severability.**

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**Section 8: Notices.**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Services, first class, certified or registered mail, postage prepaid, address as follows:

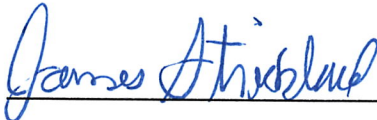
**Tyrone Municipal Court  
950 Senoia Road, Suite B  
Tyrone, Georgia 30290**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written in the course of transmission in the United States postal Service.

**IN WITNESS WHEREOF**, the Town of Tyrone has caused this Agreement to be signed and executed on its behalf by its Mayor, and Public Defender has signed and executed this Agreement on the date first above written.

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Clerk of Court



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Public Defender



Witness

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Eric Dial, Mayor

Town of Tyrone, Georgia



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** October 17, 2024

**Agenda Item Type:** Consent Agenda

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

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### STAFF REPORT

**AGENDA ITEM:**

Consideration to approve a proposed "Peace Pole" donation from the Rotary Club of Tyrone to be placed at Veteran's Park. - Brandon Perkins, Town Manager

**BACKGROUND:**

The Rotary Club of Tyrone would like to donate and install a "Peace Pole" at Veteran's Park.

According to the Rotary website regarding Peace Poles, they are "a monument that displays the message May Peace Prevail On Earth in the language of the country where it is placed. It usually displays 3 to 7 additional languages meaningful to the host site.

The message is referred to as an affirmation of peace and its placement furthers Rotary's goal of building a culture of peace throughout the world.

Peace Poles are intended to inspire unity among people of all cultures, ethnicities, and backgrounds.

You can learn much more about this program at <https://rotarypeacepoles.world/>

**FUNDING:**

None

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

Email from Rotary Club of Tyrone.

**PREVIOUS DISCUSSIONS:**

None

**Brandon Perkins**

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**From:** Dorothy Hart <dhart1140@gmail.com>  
**Sent:** Monday, September 23, 2024 4:28 PM  
**To:** Brandon Perkins  
**Cc:** carolstallings@numail.org; johnretreatfoundation@gmail.com; Robert Morris  
**Subject:** Rotary Peace Pole

Caution: This email originated from an external sender. Verify the source before opening links or attachments.

Hello,

I am writing this email to inquire about installing a Rotary Peace Pole in Veterans Memorial Park located on Arrowood/Senoia Rd in Tyrone. The Rotary Club of Tyrone is constructing a Peace Pole on Monday, October 14, 2024, along with Senoia, Fayetteville, Newnan and Peachtree City clubs. District 6900 Governor Gordon Owens will be in attendance helping in this community wide service project.

A peace pole contains the statement “May Peace Prevail on Earth.” This simple yet powerful message is repeated on the 4 dimensional pole in four different languages. The Tyrone Rotary Club has chosen: English, Spanish, Meta’ (Cameroon) and Japanese as the four languages represented.

I have attached a link that will give you more background and details, if needed. Please consider granting permission for our club to install this peace pole in Veterans Memorial Park as those who fought for peace in our world are honored for their duty and sacrifice for the greater good.

Yours in Service,

**Dorothy Hart**

Dorothy Hart  
Tyrone Rotary Club  
President 2024-2025  
608.285.2365

<https://rotarypeacepoles.world/>





## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** October 17, 2024

**Agenda Item Type:** Public Hearing

**Staff Contact:** Brandon Perkins

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### STAFF REPORT

**AGENDA ITEM:**

Public Hearing for the Proposed 2024 Millage Rate to Remain at 2.889

**BACKGROUND:**

Each year a millage rate must be set to calculate the Town of Tyrone's share of property taxes which are used for General Fund expenditures that year. This public hearing is to review the proposed 2024 millage rate.

**FUNDING:**

The proposed 2.889 millage rate is estimated to provide revenue for approximately 17% of the budgeted General Fund expenses for the 2024/2025 fiscal year. If the millage rate stays the same, it should result in approximately \$145,761 more than last year which is a 7.81% increase.

**STAFF RECOMMENDATION:**

Staff recommends keeping the millage rate at 2.889, which would be the 17<sup>th</sup> year at this rate. The vote will take place on a special called meeting at 6:30 pm on October 24<sup>th</sup>.

**ATTACHMENTS:**

Property Tax Press Release

Notice of Property Tax Increase Advertisement

Current 2024 Property Tax Digest and 5 Year History of Levy

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

**PREVIOUS DISCUSSIONS:**

Public Hearing: October 16, 2024 Special Called Meeting

**FOR IMMEDIATE RELEASE**

October 1, 2024

**Town of Tyrone Proposes Increase in Property Taxes**

The Mayor and Town Council of the Town of Tyrone, Georgia have announced today their intention to increase the collection of property taxes in 2024. This increase as compared to prior-year revenues is due to the need for a millage rate above the state-defined roll-back millage rate as calculated after the tax digest is prepared by the Fayette County Tax Assessors Office.

During budget preparation, the Town of Tyrone committed to maintaining its Maintenance & Operations (M&O) millage at a rate of 2.889 mills. As was the case last year, the assessed value of the new construction and existing real and personal properties within the town limits have increased, and a roll-back millage was calculated at 2.669 mills.

Georgia Law requires that a government rollback their millage rate to a number of mills that will produce the same number of dollars in property tax revenue from the prior year. The Town's millage has been at this rate for seventeen years, despite vast fluctuations in economic factors. The proposed increase in property tax revenue, year over year, amounts to \$145,761 or 7.81%. The total number of dollars anticipated to be collected in property tax for 2024 is \$2,012,217.

Before the Town Council can set a final millage rate at a special called council meeting on October 24, 2024 at 6:30 pm, the Department of Revenue requires that three public hearings be held to allow for the citizens to express their opinion on the potential increase. All concerned citizens are invited to the public hearings, which will be held at the Tyrone Municipal Complex, 950 Senoia Road, on the following dates and times.

**Public Hearings for Town of Tyrone Property Tax Increase:**

- Wednesday, October 16, 2024 at 9:00 AM Special Called Meeting
- Thursday, October 17, 2024 at 7:00 PM Council Meeting
- Thursday, October 24, 2024 at 6:00 PM Special Called Meeting

# # #

## NOTICE OF PROPERTY TAX INCREASE

The Mayor and Council for the Town of Tyrone, Georgia have tentatively adopted a millage rate which will require an increase in property taxes by 7.81% percent in 2024.

All concerned citizens are invited to the public hearing on this tax increase to be held at the Tyrone Municipal Complex, 950 Senoia Road, Tyrone, Georgia 30290 on October 16, 2024 at 9:00 am.

The times and places of additional public hearings are at the Tyrone Municipal Complex, 950 Senoia Road, Tyrone, Georgia 30290 on October 17, 2024 at 7:00 pm, and October 24, 2024 at 6:00 pm. Final adoption will be held at the council meeting on October 24, 2024 at 6:30 pm.

This tentative increase will result in a millage rate of 2.889 mills, an increase of .220 mills. Without this tentative tax increase, the millage rate will be no more than 2.669 mills. The proposed tax increase for a home with a fair market value of \$475,000 is approximately \$41.36 and the proposed tax increase for non-homestead property with a fair market value of \$450,000 is approximately \$39.60.

**CURRENT 2024 PROPERTY TAX DIGEST AND 5-YEAR HISTORY OF LEVY**

<b>TOWN OF TYRONE</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
REAL & PERSONAL	452,963,631	489,201,170	521,129,376	601,796,842	662,874,823	714,767,510
MOTOR VEHICLE	6,079,500	5,196,310	4,202,760	3,851,020	3,646,170	3,236,200
MOBILE HOMES	50,553	50,553	48,793	48,673	48,673	133,440
TIMBER - 100%	0	0	0	0	0	0
HEAVY DUTY EQUIPMENT	22,595	69,573	25,165	19,709	5,542	94,430
GROSS DIGEST	459,116,279	494,517,606	525,406,094	605,716,244	666,575,208	718,231,580
LESS M&O EXEMPTIONS	10,325,661	17,765,461	16,309,132	15,238,612	20,519,144	21,721,873
NET M&O DIGEST	448,790,618	476,752,145	509,096,962	590,477,632	646,056,064	696,509,707
GROSS M&O MILLAGE	5.647	5.700	5.619	5.426	5.515	5.558
LESS ROLLBACKS	2.758	2.811	2.730	2.537	2.626	2.669
NET M&O MILLAGE	2.889	2.889	2.889	2.889	2.889	2.889
NET TAXES LEVIED	1,296,556	1,377,337	1,470,781	1,705,890	1,866,456	2,012,217
NET TAXES \$ INCREASE	90,954	80,781	93,444	235,109	160,566	145,761
NET TAXES % INCREASE	7.54%	6.23%	6.78%	15.99%	9.41%	7.81%

Twenty Year History

Town of Tyrone	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
REAL & PERSONAL	263,129,139	317,605,158	359,465,909	380,388,266	389,213,077	359,390,594	342,593,921	300,954,772	292,520,852	302,866,477	345,180,477	358,012,154	401,305,025	418,311,166	452,963,631	489,201,170	521,129,376	601,796,842	662,874,823	714,767,510
MOTOR VEHICLES	18,425,490	18,998,860	21,612,650	26,572,700	28,320,430	23,713,820	22,890,930	24,091,440	26,166,660	21,772,240	16,107,340	12,518,760	9,398,150	7,330,290	6,079,500	5,196,310	4,202,760	3,851,020	3,646,170	3,236,200
MOBILE HOMES	83,045	83,045	93,164	89,863	79,057	72,680	70,223	63,833	62,553	62,553	61,233	59,353	55,233	55,233	50,553	50,553	48,793	48,673	48,673	133,440
TIMBER - 100%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HEAVY DUTY EQUIPMENT	44,814	217,211	328,534	105,428	6,923	0	0	3,055	34,074	36,756	22,716	20,786	18,708	61,875	22,595	69,573	25,165	19,709	5,542	94,430
GROSS DIGEST	281,682,488	336,904,274	381,500,257	407,156,257	417,619,487	383,177,094	365,555,074	325,113,100	318,878,438	324,738,026	361,371,766	370,611,053	410,777,116	425,758,564	459,116,279	494,517,606	525,406,094	605,716,244	666,575,208	718,231,580
LESS M&O EXEMPTIONS	3,876,838	4,868,066	6,031,957	6,890,139	7,265,574	8,180,427	9,515,989	8,407,210	5,192,403	6,126,703	7,152,458	6,176,400	6,901,127	8,450,886	10,325,661	17,765,461	16,309,132	15,238,612	20,519,144	21,721,873
NET M&O DIGEST	277,805,650	332,036,208	375,468,300	400,266,118	410,353,913	374,996,667	356,039,085	316,705,890	313,686,035	318,611,323	354,219,308	364,434,653	403,875,989	417,307,678	448,790,618	476,752,145	509,096,962	590,477,632	646,056,064	696,509,707
GROSS M&O MILLAGE	6.245	5.610	5.704	5.092	4.883	6.02	5.93	5.529	5.5	5.525	5.915	5.704	5.532	5.739	5.647	5.700	5.619	5.426	5.515	5.558
LESS ROLLBACKS	3.345	2.710	2.804	2.203	1.994	3.131	3.041	2.64	2.611	2.636	3.026	2.815	2.643	2.85	2.758	2.811	2.730	2.537	2.626	2.669
NET M&O MILLAGE	2.900	2.900	2.900	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889
NET TAXES LEVIED	805,636	962,905	1,088,858	1,156,369	1,185,512	1,083,365	1,028,597	914,963	906,239	920,468	1,023,340	1,052,852	1,166,798	1,205,602	1,296,556	1,377,337	1,470,781	1,705,890	1,866,456	2,012,217
NET TAXES \$ INCREASE	137,485	157,269	125,953	67,511	29,143	(102,147)	(54,768)	(113,634)	(8,724)	14,229	102,872	29,512	113,946	38,804	90,954	80,781	93,444	235,109	160,566	145,761
NET TAXES % INCREASE	20.58%	19.52%	13.08%	6.20%	2.52%	-8.62%	-5.06%	-11.05%	-1.00%	1.80%	10.02%	2.88%	10.82%	3.33%	7.54%	6.23%	6.78%	15.99%	9.41%	7.81%

ACTUAL REVENUE COLLECTED:																				
REAL PERSONAL PROPERTY	750,004	902,019	1,001,591	1,051,617	1,127,505	1,024,935	973,099	841,008	835,362	865,960	969,665	1,015,332	1,119,122	1,170,181	1,256,801	1,355,619	1,453,383	1,687,872	1,463,589	
MOTOR VEHICLE TAX & TAVT	57,527	66,133	72,334	70,143	64,942	66,513	71,887	133,125	258,542	229,211	199,278	163,474	196,576	225,590	259,888	374,629	420,962	433,836	475,761	
	807,531	968,152	1,073,924	1,121,759	1,192,446	1,091,448	1,044,986	974,133	1,093,904	1,095,171	1,168,943	1,178,806	1,315,698	1,395,771	1,516,688	1,730,248	1,874,345	2,121,708	1,939,350	

Fiscal Year											15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	
											Actual Increase from Prior Yr	70,622	3,996	151,643	78,975	114,123	427,119	288,194	494,726	(364,715)



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** October 17, 2024

**Agenda Item Type:** New Business

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

### STAFF REPORT

**AGENDA ITEM:**

Consideration of a request from AMWaste to implement a rate increase, based on the Consumer Price Index, from \$63.87 per quarter to \$65.85 per quarter.

**BACKGROUND:**

AMWaste’s contract provides them the ability to request rate adjustments on an annual basis when submitted by October 1st. These requests must be “reviewed against the rate of inflation as reported by the Department of Labor’s Consumer Price Index for All Urban Consumers – U.S. City Average – Garbage and Trash Collection.” AMWaste submitted a written request for a rate increase on September 30, 2024 (attached) that indicates a CPI increase of 3.1%, which would raise the quarterly rate from \$63.87 to \$65.85.

In preparation for this item, Staff conducted some limited research on local sanitation fees and found the following:

- If they serviced Tyrone, Pollard Sanitation advised us that their rate would be \$73.00 per quarter.
- Newnan’s AMWaste price is currently \$99.12 per quarter.
- Fairburn’s AMWaste price is currently \$86.52 per quarter.
- Peachtree City residents who choose GFL pay \$72.00 per quarter.

It should be noted that AMWaste’s letter to the Town requesting this rate increase also stated that they would be implementing a fuel surcharge. The contract allows them to implement a fuel surcharge without Council approval under the following condition: “The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12 month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region. In the event that the average cost of fuel increases over 10% a fuel surcharge may be added. Once the rate drops below the 10% threshold the surcharge will be removed. Calculations and adjustments shall occur quarterly.”

I reviewed the EIA’s numbers for the last 12 months and they indicate that diesel fuel actually decreased by 21% between September 2023 and September 2024 and pointed this out to AMWaste. Based on that analysis, they have agreed to take the fuel surcharge off the table.

If approved, this increase would be effective for Q1 2025 and AMWaste would send notifications to customers the first week of December 2024.

**FUNDING:**

1. This item does not require funding from the Town.

**STAFF RECOMMENDATION:**

Staff recommends approval based on the request meeting the provisions of the Town's contract with AMWaste.

**ATTACHMENTS:**

1. AMWaste Rate Increase Request Letter
2. AMWaste Contract Section 3.20 – Rate Adjustments
3. CPI Data – August 2023 – August 2024 (Pertinent Data is Highlighted on Page 7 of that document)
4. Emails between Town Staff and AMWaste discussing Fuel Surcharge
5. Fuel Pricing Analysis Spreadsheet

**PREVIOUS DISCUSSIONS:**

N/A



September 30, 2024

Mr. Brandon Perkins  
Town Manager  
Town of Tyrone, GA

Brandon:

Per the collection agreement between the Town of Tyrone, GA and Amwaste LLC, the following is a request to implement the annual price increase based on the published All Urban Consumers – Average US Cities - Garbage and Trash Collection Consumer Price Index of August 2023 v. August 2024. The report published by the U.S. Bureau of Labor Statistics indicates a 3.1% increase year-to-year, which is the increase requested to the base unit pricing to be implemented on the contract anniversary date of November 1, 2024. Additionally, this request is also to continue the adjusted quarterly fuel surcharge fee in comparison to the US Energy Information Administration Lower South Atlantic Region published average ultra-low diesel for fuel pricing for the prior 12 months at the time of contract initiation.

Please let me know if there are any questions regarding this matter. We continue to appreciate the opportunity to serve the Town of Tyrone and its residents.

Respectfully,

A handwritten signature in black ink, appearing to read "Rick Sweeney". The signature is written in a cursive style and is positioned above the printed name and title.

Rick Sweeney  
Director of Public Sector Solutions  
Amwaste LLC  
(205) 603-7971



3.19 Dispute Resolution: Any dispute between Owner and Company, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of the Town of Tyrone where possible.

3.20 Rate Adjustments: Rates shall be submitted for consideration to the Town of Tyrone by October 1<sup>st</sup> of each year and reviewed against the rate of inflation as reported by the Department of Labor's Consumer Pricing Index for All Urban Consumers - U.S. City Average - Garbage and Trash Collection.

3.20.1 *Adjustable Fuel Surcharges*: The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12 month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region. In the event that the average cost of fuel increases over 10% a fuel surcharge may be added. Once the rate drops below the 10% threshold the surcharge will be removed. Calculations and adjustments shall occur quarterly.

3.20.2 *Unforeseen Increases*: In the event that the Company's operational costs are increased due to changes in governmental regulations or disposal fees, the Company may submit a request for an increase including a cost analysis that demonstrates a proof of need.

4. Newly Developed, Annexed Areas, New Service:

Each new residential dwelling unit shall be picked up by the Company as soon as it becomes occupied and requests service from the Company.



## Economic News Release



## Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, 12-month analysis table

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2024, 12-month analysis table

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2024	Twelve Month				
		Unadjusted percent change Aug. 2023-Aug. 2024	Unadjusted effect on All Items Aug. 2023-Aug. 2024(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)	
					Date	Percent change
All items	100.000	2.5		0.10	S-Feb. 2021	1.7
Food	13.429	2.1	0.276	0.25	S-May 2024	2.1
Food at home	8.060	0.9	0.071	0.21	S-Jun. 2021	0.9
Cereals and bakery products	1.047	-0.3	-0.003	0.43	S-Dec. 2017	-0.6
Cereals and cereal products	0.310	-1.0	-0.004	0.82	L-May 2024	0.1
Flour and prepared flour mixes	0.052	1.5	0.000	1.61	L-Apr. 2024	2.5
Breakfast cereal	0.122	-0.2	-0.001	1.50	L-May 2024	1.7
Rice, pasta, cornmeal	0.137	-2.7	-0.004	1.04	S-Jul. 2017	-2.9
Rice(4)(5)		-3.1		1.94	L-Jun. 2024	-2.4
Bakery products	0.737	0.1	0.001	0.53	S-May 2018	0.0
Bread(4)	0.197	-0.2	0.000	0.91	L-Jun. 2024	1.1
White bread(5)		-0.2		1.09	L-Jun. 2024	0.5
Bread other than white(5)		-0.8		1.11	S-Oct. 2017	-0.9
Fresh biscuits, rolls, muffins(4)	0.113	0.3	0.000	1.48	S-Apr. 2024	-0.5
Cakes, cupcakes, and cookies	0.188	-0.1	0.000	0.99	S-May 2024	-0.2
Cookies(5)		0.6		1.48	S-Jun. 2024	0.5
Fresh cakes and cupcakes(5)		-0.5		1.42	S-May 2024	-1.2
Other bakery products	0.239	0.5	0.001	1.03	S-Jun. 2021	-0.5
Fresh sweetrolls, coffeecakes, doughnuts(5)		0.6		1.92	S-Jun. 2024	0.6
Crackers, bread, and cracker products(5)		2.8		1.39	S-Jun. 2021	1.0
Frozen and refrigerated bakery products, pies, tarts, turnovers(5)		-0.8		1.47	S-Jun. 2021	-1.1
Meats, poultry, fish, and eggs	1.716	3.2	0.055	0.46	L-Mar. 2023	4.3
Meats, poultry, and fish	1.590	1.6	0.025	0.44	S-Feb. 2024	1.1
Meats	1.033	2.8	0.028	0.46	S-Feb. 2024	2.8
Beef and veal	0.467	4.2	0.019	0.72	S-Jun. 2023	2.7
Uncooked ground beef	0.162	4.9	0.008	0.85	L-May 2024	4.9
Uncooked beef roasts(4)	0.080	6.7	0.005	1.73	S-May 2024	6.0
Uncooked beef steaks(4)	0.174	1.6	0.003	1.31	S-Mar. 2023	-0.7
Uncooked other beef and veal(4)	0.051	7.4	0.004	1.35	L-Jun. 2024	10.5
Pork	0.329	1.8	0.006	0.93	S-Apr. 2024	1.2
Bacon, breakfast sausage, and related products(4)	0.142	1.8	0.002	1.31	S-Mar. 2024	-0.3
Bacon and related products(5)		2.6		1.77	S-Mar. 2024	2.5
Breakfast sausage and related products(4)(5)		0.4		1.74	L-May 2024	0.8
Ham	0.064	-2.8	-0.002	2.23	S-Jun. 2024	-4.3
Ham, excluding canned(5)		-3.4		2.73	S-Jun. 2024	-5.0

Expenditure category	Relative importance Jul. 2024	Twelve Month					Largest (L) or Smallest (S) unadjusted change since: (3)	
		Unadjusted percent change Aug. 2023-Aug. 2024	Unadjusted effect on All Items Aug. 2023-Aug. 2024(1)	Standard error, median price change(2)	Date	Percent change		
Pork chops	0.043	5.0	0.002	1.85	S-May 2024	4.6		
Other pork including roasts, steaks, and ribs(4)	0.080	4.3	0.003	1.90	S-Apr. 2024	2.7		
Other meats	0.237	1.3	0.003	1.19	L-Jan. 2024	1.4		
Frankfurters(5)		11.0		2.50	L-Feb. 2023	11.0		
Lunchmeats(4)(5)		0.7		1.24	L-Feb. 2024	0.7		
Poultry	0.308	0.9	0.003	0.96	-	-		
Chicken(4)	0.248	1.1	0.003	1.13	S-Jun. 2024	0.5		
Fresh whole chicken(5)		2.1		1.90	S-Jun. 2024	1.1		
Fresh and frozen chicken parts(5)		0.6		1.39	S-Jun. 2024	0.3		
Other uncooked poultry including turkey(4)	0.060	0.4	0.000	2.36	L-Apr. 2024	1.7		
Fish and seafood	0.249	-2.3	-0.006	0.91	S-Mar. 2024	-2.6		
Fresh fish and seafood(4)	0.118	-2.7	-0.004	1.29	S-Apr. 2024	-2.7		
Processed fish and seafood(4)	0.131	-1.9	-0.003	1.31	S-Mar. 2024	-2.0		
Shelf stable fish and seafood(5)		-1.8		1.98	S-Apr. 2017	-4.7		
Frozen fish and seafood(5)		-0.5		2.02	S-Apr. 2024	-2.9		
Eggs	0.126	28.1	0.030	1.90	L-Mar. 2023	36.0		
Dairy and related products	0.731	0.4	0.003	0.53	L-Jul. 2023	1.3		
Milk(4)	0.173	2.0	0.004	0.82	L-Mar. 2023	5.5		
Fresh whole milk(5)		3.0		1.08	L-Mar. 2023	4.3		
Fresh milk other than whole(4)(5)		1.4		0.89	L-Apr. 2023	2.8		
Cheese and related products	0.228	-1.7	-0.004	0.83	L-Aug. 2023	-1.7		
Ice cream and related products	0.104	1.4	0.002	1.46	L-Jun. 2024	2.1		
Other dairy and related products(4)	0.226	0.9	0.002	1.03	S-Apr. 2024	-1.1		
Fruits and vegetables	1.378	-0.2	-0.003	0.54	-	-		
Fresh fruits and vegetables	1.039	-0.5	-0.005	0.65	-	-		
Fresh fruits	0.545	-0.6	-0.003	1.01	L-May 2024	-0.2		
Apples	0.067	-13.9	-0.012	2.13	L-Jun. 2024	-12.0		
Bananas	0.082	-1.3	-0.001	1.24	-	-		
Citrus fruits(4)	0.160	1.9	0.003	1.54	L-Dec. 2023	5.4		
Oranges, including tangerines(5)		4.1		1.92	L-Dec. 2023	5.3		
Other fresh fruits(4)	0.235	3.2	0.007	2.02	L-May 2024	5.9		
Fresh vegetables	0.494	-0.4	-0.002	0.83	S-Jan. 2024	-0.9		
Potatoes	0.076	-6.6	-0.007	1.57	S-Sep. 2014	-6.7		
Lettuce	0.065	1.9	0.001	2.06	S-May 2024	1.0		
Tomatoes	0.078	3.9	0.003	1.57	L-May 2024	3.9		
Other fresh vegetables	0.274	0.1	0.000	1.08	S-Dec. 2023	-1.0		
Processed fruits and vegetables(4)	0.339	0.6	0.002	0.83	S-Mar. 2020	0.2		
Canned fruits and vegetables(4)	0.166	1.3	0.002	0.97	-	-		
Canned fruits(4)(5)		2.2		1.70	L-Jun. 2024	2.2		
Canned vegetables(4)(5)		1.1		1.03	S-Mar. 2020	0.4		
Frozen fruits and vegetables(4)	0.103	-1.6	-0.002	1.92	L-May 2024	-0.3		
Frozen vegetables(5)		-1.2		2.53	-	-		
Other processed fruits and vegetables including dried(4)	0.070	2.3	0.002	1.35	S-Jun. 2024	2.3		
Dried beans, peas, and lentils(4)(5)		6.8		1.79	L-Jan. 2023	10.2		

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		Unadjusted percent change Aug. 2023-Aug. 2024	Unadjusted effect on All Items Aug. 2023-Aug. 2024(1)	Standard error, median price change(2)	Date	Percent change		
<b>Nonalcoholic beverages and beverage materials</b>	1.022	1.3	0.013	0.55	S-May 2024	1.3		
<b>Juices and nonalcoholic drinks(4)</b>	0.724	1.8	0.013	0.78	S-Jul. 2021	0.9		
<b>Carbonated drinks</b>	0.324	2.1	0.007	1.34	S-Aug. 2021	2.0		
<b>Frozen noncarbonated juices and drinks(4)</b>	0.009	18.3	0.001	2.15	S-Jul. 2023	16.3		
<b>Nonfrozen noncarbonated juices and drinks(4)</b>	0.390	1.1	0.005	0.89	-	-		
<b>Beverage materials including coffee and tea(4)</b>	0.298	0.1	0.000	0.93	S-Jun. 2024	0.0		
<b>Coffee</b>	0.187	-2.1	-0.004	1.16	S-May 2024	-2.5		
<b>Roasted coffee(5)</b>		-3.4		1.62	S-May 2018	-4.1		
<b>Instant coffee(5)</b>		3.6		2.19	S-Jun. 2024	0.7		
<b>Other beverage materials including tea(4)</b>	0.111	3.9	0.004	1.39	L-May 2024	4.0		
<b>Other food at home</b>	2.166	0.4	0.007	0.35	S-Jun. 2021	0.4		
<b>Sugar and sweets</b>	0.291	1.9	0.006	0.94	L-Jun. 2024	2.0		
<b>Sugar and sugar substitutes</b>	0.043	3.6	0.002	1.21	S-Nov. 2021	3.3		
<b>Candy and chewing gum(4)</b>	0.188	1.4	0.003	1.30	-	-		
<b>Other sweets(4)</b>	0.061	2.5	0.001	1.59	L-Jun. 2024	2.9		
<b>Fats and oils</b>	0.252	2.4	0.006	0.91	S-May 2024	2.2		
<b>Butter and margarine(4)</b>	0.077	2.7	0.002	1.44	S-May 2024	0.0		
<b>Butter(5)</b>		6.7		2.05	L-Jun. 2024	6.9		
<b>Margarine(5)</b>		-2.8		2.31	S-May 2024	-5.2		
<b>Salad dressing(4)</b>	0.059	-2.1	-0.001	1.66	S-Jul. 2018	-2.9		
<b>Other fats and oils including peanut butter(4)</b>	0.117	4.7	0.005	1.58	S-May 2024	4.2		
<b>Peanut butter(4)(5)</b>		0.3		2.21	S-Apr. 2024	-0.3		
<b>Other foods</b>	1.623	-0.2	-0.005	0.42	S-Jun. 2021	-0.3		
<b>Soups</b>	0.099	-0.9	-0.001	1.86	S-Sep. 2023	-0.9		
<b>Frozen and freeze dried prepared foods</b>	0.255	-2.3	-0.006	1.04	S-Apr. 2024	-2.5		
<b>Snacks</b>	0.337	-2.3	-0.008	0.93	S-Nov. 2019	-2.4		
<b>Spices, seasonings, condiments, sauces</b>	0.324	2.7	0.008	0.80	L-Apr. 2024	3.6		
<b>Salt and other seasonings and spices(4)(5)</b>		0.0		1.42	S-Jun. 2024	-0.4		
<b>Olives, pickles, relishes(4)(5)</b>		4.2		2.13	L-Jun. 2024	4.3		
<b>Sauces and gravies(4)(5)</b>		3.1		1.28	L-Jun. 2024	3.6		
<b>Other condiments(5)</b>		7.0		4.01	L-Apr. 2024	8.7		
<b>Baby food and formula(4)</b>	0.047	3.7	0.002	1.81	S-May 2024	2.5		
<b>Other miscellaneous foods(4)</b>	0.561	0.2	0.002	0.89	S-May 2021	-0.5		
<b>Prepared salads(5)(6)</b>		0.9		1.58	L-Jun. 2024	1.7		
<b>Food away from home</b>	5.369	4.0	0.205	0.51	S-May 2024	4.0		
<b>Full service meals and snacks(4)</b>	2.465	3.8	0.091	0.43	-	-		
<b>Limited service meals and snacks(4)</b>	2.515	4.3	0.101	0.32	-	-		
<b>Food at employee sites and schools(4)</b>	0.079	2.4	0.002	50.66	S-Jul. 2022	-13.9		
<b>Food at elementary and secondary schools(5)(7)</b>		1.4		65.81	S-Oct. 2023	-22.2		
<b>Food from vending machines and mobile vendors(4)</b>	0.049	4.0	0.001	2.27	S-May 2021	3.6		
<b>Other food away from home(4)</b>	0.260	3.7	0.009	0.84	S-Sep. 2021	3.5		



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<b>Energy</b>	6.935	-4.0	-0.280	0.38	S-Jan. 2024	-4.6		
<b>Energy commodities</b>	3.784	-10.1	-0.376	0.29	S-Jul. 2023	-20.3		
<b>Fuel oil and other fuels</b>	0.154	-7.0	-0.012	0.86	S-Jan. 2024	-10.5		
<b>Fuel oil</b>	0.076	-12.1	-0.011	1.13	S-Jan. 2024	-14.2		
<b>Propane, kerosene, and firewood(8)</b>	0.079	-0.2	-0.001	1.24	S-Jun. 2024	-1.1		
<b>Motor fuel</b>	3.630	-10.4	-0.364	0.29	S-Jul. 2023	-20.2		
<b>Gasoline (all types)</b>	3.528	-10.3	-0.351	0.30	S-Jul. 2023	-19.9		
<b>Gasoline, unleaded regular(5)</b>		-10.6		0.83	S-Jul. 2023	-20.3		
<b>Gasoline, unleaded midgrade(5)(9)</b>		-8.6		0.73	S-Jul. 2023	-18.6		
<b>Gasoline, unleaded premium(5)</b>		-8.0		0.80	S-Jul. 2023	-16.8		
<b>Other motor fuels(4)</b>	0.102	-12.6	-0.013	0.73	S-Jan. 2024	-14.9		
<b>Energy services</b>	3.151	3.1	0.095	0.77	S-Mar. 2024	3.1		
<b>Electricity</b>	2.493	3.9	0.095	0.94	S-Feb. 2024	3.6		
<b>Utility (piped) gas service</b>	0.658	-0.1	0.001	1.19	S-Apr. 2024	-1.9		
<b>All items less food and energy</b>	79.636	3.2	2.535	0.12	-	-		
<b>Commodities less food and energy commodities</b>	18.450	-1.9	-0.395	0.20	-	-		
<b>Household furnishings and supplies(10)</b>	3.419	-2.6	-0.105	0.63	S-Apr. 2024	-2.8		
<b>Window and floor coverings and other linens(4)</b>	0.282	-3.4	-0.011	2.17	S-Jan. 2024	-4.6		
<b>Floor coverings(4)</b>	0.068	-1.3	-0.001	3.64	L-Mar. 2024	-1.1		
<b>Window coverings(4)</b>	0.073	4.7	0.003	5.31	S-Feb. 2024	2.8		
<b>Other linens(4)</b>	0.141	-8.8	-0.013	3.16	S-Jan. 2024	-9.4		
<b>Furniture and bedding</b>	0.922	-5.1	-0.053	1.02	L-Jun. 2024	-4.6		
<b>Bedroom furniture</b>	0.316	-3.3	-0.012	1.54	S-Jul. 2020	-3.3		
<b>Living room, kitchen, and dining room furniture(4)</b>	0.462	-6.2	-0.033	1.64	S-Sep. 2023	-6.6		
<b>Other furniture(4)</b>	0.137	-5.6	-0.008	2.71	L-Feb. 2024	-5.6		
<b>Appliances(4)</b>	0.223	-3.2	-0.010	1.48	L-Oct. 2023	-2.0		
<b>Major appliances(4)</b>	0.069	-3.1	-0.003	2.10	S-Jun. 2024	-3.9		
<b>Laundry equipment(5)</b>		-3.1		2.40	L-May 2023	-1.7		
<b>Other appliances(4)</b>	0.152	-3.3	-0.006	1.95	L-Jan. 2024	-1.9		
<b>Other household equipment and furnishings(4)</b>	0.507	-1.7	-0.010	1.45	S-May 2024	-1.8		
<b>Clocks, lamps, and decorator items</b>	0.297	-2.1	-0.007	2.22	S-May 2024	-3.2		
<b>Indoor plants and flowers(11)</b>	0.113	5.6	0.007	2.14	S-Apr. 2024	5.1		
<b>Dishes and flatware(4)</b>	0.040	-6.7	-0.003	3.51	L-Apr. 2024	-6.5		
<b>Nonelectric cookware and tableware(4)</b>	0.057	-8.9	-0.007	1.77	L-Jun. 2024	-8.4		
<b>Tools, hardware, outdoor equipment and supplies(4)</b>	0.697	-3.4	-0.032	1.83	S-Apr. 2024	-4.1		
<b>Tools, hardware and supplies(4)</b>	0.190	-2.3	-0.005	1.55	S-May 2016	-2.5		
<b>Outdoor equipment and supplies(4)</b>	0.300	-4.1	-0.021	3.04	S-Jun. 2024	-4.3		
<b>Housekeeping supplies</b>	0.788	1.1	0.009	0.79	L-Feb. 2024	1.3		
<b>Household cleaning products(4)</b>	0.280	2.5	0.007	1.16	L-Jan. 2024	3.0		
<b>Household paper products(4)</b>	0.167	-1.4	-0.002	1.24	S-Jun. 2018	-1.4		
<b>Miscellaneous household products(4)</b>	0.341	1.2	0.005	1.53	L-Dec. 2023	2.1		
<b>Apparel</b>	2.521	0.3	0.012	0.75	L-Jun. 2024	0.8		
<b>Men's and boys' apparel</b>	0.642	0.4	0.003	1.12	L-Jun. 2024	0.8		
<b>Men's apparel</b>	0.493	-0.8	-0.003	1.26	S-Mar. 2021	-4.1		

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		Unadjusted percent change Aug. 2023-Aug. 2024	Unadjusted effect on All Items Aug. 2023-Aug. 2024(1)	Standard error, median price change(2)	Date	Percent change		
Men's suits, sport coats, and outerwear	0.071	-9.8	-0.007	3.46	L-Jun. 2024	-9.4		
Men's underwear, nightwear, swimwear, and accessories	0.158	1.6	0.002	1.72	L-May 2024	3.2		
Men's shirts and sweaters(4)	0.137	0.6	0.001	3.02	S-Jun. 2021	-1.5		
Men's pants and shorts	0.122	0.1	0.001	2.99	S-Jun. 2024	0.1		
Boys' apparel	0.150	4.3	0.006	2.80	L-May 2024	4.3		
Women's and girls' apparel	1.008	1.2	0.014	1.45	L-Apr. 2024	1.3		
Women's apparel	0.881	1.3	0.015	1.68	L-Apr. 2024	1.6		
Women's outerwear	0.057	-8.6	-0.004	3.35	S-May 2024	-10.2		
Women's dresses	0.123	-4.3	-0.002	3.24	S-Mar. 2021	-11.4		
Women's suits and separates(4)	0.404	1.6	0.008	2.14	L-Apr. 2024	2.4		
Women's underwear, nightwear, swimwear, and accessories(4)	0.290	4.6	0.013	2.75	L-Jul. 2023	7.7		
Girls' apparel	0.126	1.7	0.000	3.79	L-Apr. 2024	1.8		
Footwear	0.524	-0.9	-0.004	1.24	S-Jul. 2023	-1.6		
Men's footwear	0.185	2.2	0.004	1.86	-	-		
Boys' and girls' footwear	0.109	-2.6	-0.003	2.13	S-Mar. 2021	-4.7		
Women's footwear	0.230	-2.4	-0.005	1.82	S-Feb. 2021	-3.0		
Infants' and toddlers' apparel	0.097	-0.9	-0.001	3.33	L-May 2024	-0.9		
Jewelry and watches(8)	0.250	-0.5	0.000	2.65	S-May 2024	-1.0		
Watches(8)	0.041	0.1	0.000	2.17	S-Feb. 2024	-1.0		
Jewelry(8)	0.209	-0.6	0.000	3.21	S-May 2024	-1.2		
Transportation commodities less motor fuel(10)	6.001	-4.4	-0.318	0.09	L-Jun. 2024	-4.2		
New vehicles	3.584	-1.2	-0.049	0.10	S-Apr. 2018	-1.6		
New cars(5)		-1.8		0.23	S-Apr. 2018	-2.1		
New trucks(5)(12)		-1.1		0.20	S-Apr. 2018	-1.3		
Used cars and trucks	1.890	-10.4	-0.257	0.10	L-Jun. 2024	-10.1		
Motor vehicle parts and equipment	0.462	-0.5	-0.002	0.87	S-Jun. 2024	-1.0		
Tires	0.318	-1.6	-0.005	0.99	S-Jun. 2024	-1.6		
Vehicle accessories other than tires(4)	0.143	2.1	0.003	1.57	L-Aug. 2023	2.2		
Vehicle parts and equipment other than tires(5)		3.3		1.90	L-Jun. 2023	4.9		
Motor oil, coolant, and fluids(5)		0.0		1.32	S-Jun. 2024	-1.0		
Medical care commodities	1.477	2.0	0.029	0.78	S-Jan. 2022	1.4		
Medicinal drugs(10)	1.361	2.1	0.029	0.80	S-Apr. 2022	2.1		
Prescription drugs	0.907	2.0	0.018	0.91	S-Apr. 2024	0.4		
Nonprescription drugs(10)	0.454	2.4	0.011	1.61	S-Jan. 2022	1.7		
Medical equipment and supplies(10)	0.116	0.6	0.001	1.94	S-May 2024	-0.1		
Recreation commodities(10)	1.996	-0.9	-0.020	0.68	L-Jan. 2024	-0.6		
Video and audio products(10)	0.282	-2.5	-0.006	1.09	L-Mar. 2022	-2.1		
Televisions	0.124	-5.6	-0.007	1.29	S-Jun. 2024	-5.6		
Other video equipment(4)	0.024	-6.3	-0.001	2.12	L-Mar. 2024	-6.3		
Audio equipment	0.061	0.0	0.000	3.17	L-May 2023	5.4		
Recorded music and music subscriptions(4)	0.069	1.9	0.002	3.04	S-Jun. 2024	1.5		
Pets and pet products	0.614	0.7	0.005	1.06	L-Mar. 2024	1.3		
Pet food(4)(5)		-0.4		1.28	S-May 2024	-1.1		
Purchase of pets, pet supplies, accessories(4)(5)		3.1		1.70	L-Jul. 2023	3.6		

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		Unadjusted percent change Aug. 2023-Aug. 2024	Unadjusted effect on All Items Aug. 2023-Aug. 2024(1)	Standard error, median price change(2)	Date	Percent change		
Sporting goods	0.628	-1.9	-0.014	1.24	S-Mar. 2024	-2.2		
Sports vehicles including bicycles	0.415	-2.3	-0.010	1.95	-	-		
Sports equipment	0.203	-1.4	-0.003	1.25	S-Jan. 2024	-1.6		
Photographic equipment and supplies	0.025	14.7	0.003	3.61	L-EVER	-		
Photographic equipment(4)(5)		14.2		4.65	L-EVER	-		
Recreational reading materials	0.102	3.1	0.003	2.68	S-Jun. 2024	1.4		
Newspapers and magazines(4)	0.055	4.5	0.003	3.93	S-Jun. 2024	-0.1		
Recreational books(4)	0.047	1.4	0.001	2.35	L-Jun. 2024	3.2		
Other recreational goods(4)	0.344	-2.8	-0.011	1.44	S-Jun. 2024	-5.0		
Toys	0.271	-3.2	-0.010	1.64	S-Jun. 2024	-6.0		
Toys, games, hobbies and playground equipment(4)(5)		-3.2		1.87	S-Jun. 2024	-6.3		
Sewing machines, fabric and supplies(4)	0.027	0.7	0.000	4.16	L-Jun. 2024	3.6		
Music instruments and accessories(4)	0.030	-0.8	-0.001	2.99	L-May 2024	-0.7		
Education and communication commodities(10)	0.830	-5.9	-0.052	1.43	L-Feb. 2024	-5.6		
Educational books and supplies								
College textbooks(5)(13)		-0.6		2.34	L-Apr. 2023	0.4		
Information technology commodities(10)	0.750	-6.5	-0.051	1.58	L-Feb. 2024	-5.9		
Computers, peripherals, and smart home assistants(6)	0.302	-2.0	-0.007	1.92	L-Apr. 2024	-1.6		
Computer software and accessories(4)	0.021	1.1	0.000	3.51	L-Sep. 2022	4.5		
Telephone hardware, calculators, and other consumer information items(4)	0.427	-10.2	-0.045	2.51	L-Mar. 2024	-8.8		
Smartphones(5)(14)		-9.3		2.55	S-Jun. 2024	-10.3		
Alcoholic beverages	0.842	1.9	0.016	0.48	-	-		
Alcoholic beverages at home	0.472	1.9	0.009	0.54	S-Jun. 2024	1.7		
Beer, ale, and other malt beverages at home	0.176	3.6	0.006	0.73	S-Jun. 2024	3.1		
Distilled spirits at home	0.115	0.8	0.001	0.75	L-Jun. 2024	0.8		
Whiskey at home(5)		0.2		1.10	S-Feb. 2023	0.2		
Distilled spirits, excluding whiskey, at home(5)		0.3		1.28	L-May 2024	0.5		
Wine at home	0.181	0.8	0.001	0.88	-	-		
Alcoholic beverages away from home	0.370	2.2	0.007	0.86	L-May 2024	2.2		
Beer, ale, and other malt beverages away from home(4)(5)		2.5		0.95	S-Jun. 2021	1.8		
Wine away from home(4)(5)		2.0		1.44	L-Jun. 2024	2.4		
Distilled spirits away from home(4)(5)		1.9		1.39	-	-		
Other goods(10)	1.365	3.2	0.042	0.57	-	-		
Tobacco and smoking products	0.549	8.4	0.043	0.65	L-Aug. 2022	8.8		
Cigarettes(4)	0.453	9.3	0.039	0.69	L-Dec. 2021	9.6		
Tobacco products other than cigarettes(4)	0.091	4.5	0.004	2.29	S-Apr. 2024	3.1		
Personal care products	0.658	0.2	0.002	0.75	S-Dec. 2021	0.1		
Hair, dental, shaving, and miscellaneous personal care products(4)	0.347	0.4	0.001	1.08	S-Oct. 2021	0.3		

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		Unadjusted percent change Aug. 2023-Aug. 2024	Unadjusted effect on All Items Aug. 2023-Aug. 2024(1)	Standard error, median price change(2)	Date	Percent change		
Cosmetics, perfume, bath, nail preparations and implements	0.300	-0.1	0.000	1.07	L-Jun. 2024	0.3		
Miscellaneous personal goods(4)	0.158	-1.6	-0.003	2.31	L-Dec. 2023	-0.9		
Stationery, stationery supplies, gift wrap(5)		5.0		2.49	L-Oct. 2023	5.8		
Services less energy services	61.185	4.9	2.930	0.15	-	-		
Shelter	36.392	5.2	1.847	0.23	L-Jun. 2024	5.2		
Rent of shelter(15)	35.986	5.2	1.833	0.23	L-Jun. 2024	5.2		
Rent of primary residence	7.662	5.0	0.375	0.21	S-Apr. 2022	4.8		
Lodging away from home(4)	1.498	1.8	0.061	2.00	L-Sep. 2023	7.3		
Housing at school, excluding board(15)	0.243	4.0	0.009	0.23	S-Mar. 2024	4.0		
Other lodging away from home including hotels and motels	1.255	1.8	0.052	2.29	L-Sep. 2023	8.0		
Owners' equivalent rent of residences(15)	26.825	5.4	1.398	0.22	L-Jun. 2024	5.4		
Owners' equivalent rent of primary residence(15)	25.492	5.4	1.323	0.22	L-Jun. 2024	5.4		
Tenants' and household insurance(4)	0.406	3.6	0.014	0.50	L-May 2024	4.3		
Water and sewer and trash collection services(4)	1.092	4.2	0.046	0.37	S-Apr. 2022	4.2		
Water and sewerage maintenance	0.768	4.7	0.036	0.36	S-Dec. 2023	4.7		
Garbage and trash collection(12)	0.325	3.1	0.010	0.86	L-Jun. 2024	3.8		
Household operations(4)								
Domestic services(4)								
Gardening and lawncare services(4)	0.345	13.5	0.042	1.59	L-EVER	-		
Moving, storage, freight expense(4)	0.147	-0.1	0.002	2.39	L-Apr. 2024	0.6		
Repair of household items(4)								
Medical care services	6.478	3.2	0.205	0.45	S-May 2024	3.1		
Professional services	3.586	1.5	0.056	0.58	S-Dec. 2023	1.4		
Physicians' services	1.797	0.6	0.011	0.98	S-Feb. 2024	0.4		
Dental services	0.901	3.5	0.031	1.15	S-May 2022	2.7		
Eyeglasses and eye care(8)	0.335	2.7	0.009	1.00	S-Jan. 2024	2.7		
Services by other medical professionals(8)	0.553	0.7	0.004	0.99	L-Mar. 2024	1.6		
Hospital and related services	2.306	5.8	0.130	0.94	S-Dec. 2023	5.6		
Hospital services(16)								
Inpatient hospital services(5) (16)								
Outpatient hospital services(5) (8)								
Nursing homes and adult day services(16)	0.169	3.9	0.006	0.66	S-Mar. 2024	3.9		
Care of invalids and elderly at home(7)	0.158	7.4	0.011	1.08	S-Jan. 2024	6.7		
Health insurance(7)	0.586	3.3	0.019	0.38	L-Dec. 2022	7.9		
Transportation services	6.459	7.9	0.480	0.61	S-May 2022	7.9		
Leased cars and trucks(13)								
Car and truck rental(4)	0.152	-8.4	-0.009	1.58	S-May 2024	-8.8		
Motor vehicle maintenance and repair	1.240	4.1	0.050	1.41	S-Sep. 2021	4.0		
Motor vehicle body work								



Expenditure category	Relative importance Jul. 2024	Twelve Month					Largest (L) or Smallest (S) unadjusted change since: (3)	
		Unadjusted percent change Aug. 2023-Aug. 2024	Unadjusted effect on All Items Aug. 2023-Aug. 2024(1)	Standard error, median price change(2)	Date	Percent change		
Motor vehicle maintenance and servicing	0.582	5.1	0.029	1.32	S-Dec. 2023	5.0		
Motor vehicle repair(4)	0.514	3.4	0.017	3.09	-	-		
Motor vehicle insurance	2.972	16.5	0.441	1.11	S-Apr. 2023	15.5		
Motor vehicle fees(4)	0.539	2.5	0.014	0.82	S-Feb. 2024	2.4		
State motor vehicle registration and license fees(4)	0.290	2.2	0.006	1.08	L-Dec. 2023	2.2		
Parking and other fees(4)	0.227	3.0	0.007	1.04	S-Nov. 2023	2.3		
Parking fees and tolls(4)(5)		4.6		1.20	S-Feb. 2024	4.5		
Public transportation	1.053	-1.1	-0.009	0.90	L-Apr. 2023	0.3		
Airline fares	0.741	-1.3	-0.007	1.08	L-Apr. 2023	-0.9		
Other intercity transportation	0.088	-5.7	-0.003	2.26	S-Feb. 2024	-6.2		
Ship fare(4)(5)		-0.6		2.62	S-Apr. 2023	-0.9		
Intracity transportation	0.217	1.1	0.000	1.36	L-Jun. 2024	2.4		
Intracity mass transit(5)(10)		2.5		0.45	L-Dec. 2023	2.5		
Recreation services(10)	3.235	3.2	0.102	0.47	L-Jun. 2024	3.4		
Video and audio services(10)	0.904	2.0	0.018	0.72	S-Sep. 2019	1.6		
Cable, satellite, and live streaming television service(12)	0.769	1.3	0.010	0.73	S-Jun. 2019	1.3		
Purchase, subscription, and rental of video(4)	0.134	6.1	0.008	3.38	S-Jun. 2024	5.2		
Video discs and other media(4)(5)		14.3		4.71	S-Feb. 2024	8.9		
Subscription and rental of video and video games(4)(5)		5.0		1.35	S-Jun. 2024	-1.2		
Pet services including veterinary(4)	0.435	6.0	0.027	1.35	L-Mar. 2024	7.3		
Pet services(4)(5)		6.3		1.20	S-Jun. 2024	6.3		
Veterinarian services(4)(5)		7.6		2.18	L-May 2024	7.6		
Photographers and photo processing(4)	0.049	-2.4	-0.002	1.23	S-Jan. 2020	-3.0		
Other recreation services(4)	1.847	3.8	0.059	0.87	L-Jun. 2024	4.1		
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees(4)	0.711	3.0	0.021	0.85	L-Jun. 2024	3.4		
Admissions	0.624	5.5	0.022	1.65	S-Jul. 2023	4.7		
Admission to movies, theaters, and concerts(4)(5)		3.5		1.45	S-Jun. 2024	3.1		
Admission to sporting events(4)(5)		7.2		6.63	S-Mar. 2024	5.2		
Fees for lessons or instructions(8)	0.218	4.7	0.009	2.27	L-Mar. 2024	5.0		
Education and communication services(10)	4.985	2.3	0.113	0.23	L-Jun. 2024	2.3		
Tuition, other school fees, and childcare	2.383	3.2	0.076	0.29	L-Jul. 2023	3.5		
College tuition and fees	1.250	1.4	0.018	0.37	S-May 2024	1.3		
Elementary and high school tuition and fees	0.295	4.9	0.014	0.43	L-Jun. 2024	4.9		
Day care and preschool(11)	0.703	6.2	0.040	0.48	L-May 2023	6.4		
Technical and business school tuition and fees(4)	0.047	1.8	0.001	0.55	L-May 2024	1.8		
Postage and delivery services(4)	0.067	5.5	0.004	0.34	L-Jun. 2023	6.4		
Postage	0.058	5.4	0.003	0.34	L-Jun. 2023	6.7		

Expenditure category	Relative importance Jul. 2024	Twelve Month					
		Unadjusted percent change Aug. 2023-Aug. 2024	Unadjusted effect on All Items Aug. 2023-Aug. 2024(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)		
					Date	Percent change	
Delivery services(4)	0.009	5.5	0.000	1.23	S-Mar. 2024	5.1	
Telephone services(4)	1.537	0.3	0.004	0.42	L-Oct. 2023	0.4	
Wireless telephone services(4)	1.329	-0.5	-0.006	0.48	L-Oct. 2023	-0.4	
Residential telephone services(10)	0.208	4.8	0.010	0.72	L-Jun. 2024	5.1	
Internet services and electronic information providers(4)	0.989	3.0	0.030	0.66	S-May 2023	2.9	
Other personal services(10)	1.534	4.6	0.069	0.58	S-May 2024	4.1	
Personal care services	0.633	4.7	0.029	0.83	L-Jun. 2024	5.0	
Haircuts and other personal care services(4)	0.633	4.7	0.029	0.83	L-Jun. 2024	5.0	
Miscellaneous personal services	0.901	4.5	0.040	0.74	S-May 2024	3.6	
Legal services(8)							
Funeral expenses(8)	0.156	3.4	0.006	1.13	S-Sep. 2022	3.0	
Laundry and dry cleaning services(4)	0.157	5.7	0.008	0.91	-	-	
Apparel services other than laundry and dry cleaning(4)	0.026	5.6	0.001	2.15	L-Jun. 2024	7.3	
Financial services(8)	0.233	5.5	0.012	1.63	L-Mar. 2024	5.6	
Checking account and other bank services(4)(5)		8.9		1.94	L-Feb. 2022	10.0	
Tax return preparation and other accounting fees(4)(5)		5.4		3.20	L-Mar. 2024	7.0	
<b>Special aggregate indexes</b>							
All items less food	86.571	2.6	2.254	0.11	S-Jun. 2023	2.5	
All items less shelter	63.608	1.1	0.684	0.12	S-Jul. 2023	1.0	
All items less food and shelter	50.180	0.8	0.408	0.14	S-Jul. 2023	0.0	
All items less food, shelter, and energy	43.244	1.6	0.688	0.14	S-Mar. 2021	1.6	
All items less food, shelter, energy, and used cars and trucks	41.354	2.3	0.946	0.15	S-Mar. 2021	1.2	
All items less medical care	92.045	2.5	2.296	0.11	S-Feb. 2021	1.6	
All items less energy	93.065	3.0	2.811	0.11	-	-	
Commodities	35.663	-1.2	-0.495	0.13	S-Jun. 2023	-1.2	
Commodities less food, energy, and used cars and trucks	16.560	-0.7	-0.138	0.23	S-Jun. 2024	-0.7	
Commodities less food	22.234	-3.0	-0.771	0.17	S-Jul. 2023	-3.5	
Commodities less food and beverages	21.393	-3.2	-0.788	0.17	S-Jul. 2023	-3.7	
Services	64.337	4.8	3.026	0.15	S-Feb. 2022	4.8	
Services less rent of shelter(15)	28.351	4.3	1.193	0.22	S-Feb. 2024	3.9	
Services less medical care services	57.859	5.0	2.820	0.16	S-Jan. 2022	4.8	
Durables	9.938	-4.2	-0.494	0.24	S-Dec. 2003	-4.3	
Nondurables	25.725	0.0	0.000	0.17	S-Jul. 2023	-0.2	
Nondurables less food	12.296	-2.3	-0.277	0.23	S-Jul. 2023	-5.3	
Nondurables less food and beverages	11.455	-2.6	-0.293	0.24	S-Jul. 2023	-5.9	
Nondurables less food, beverages, and apparel	8.933	-3.4	-0.305	0.25	S-Jul. 2023	-8.0	
Nondurables less food and apparel	9.775	-2.9	-0.289	0.23	S-Jul. 2023	-7.1	
Housing	45.219	4.4	1.940	0.18	-	-	
Education and communication(4)	5.815	1.0	0.060	0.25	L-Sep. 2023	1.0	
Education(4)	2.462	3.1	0.075	0.28	L-Jul. 2023	3.2	
Communication(4)	3.352	-0.4	-0.014	0.43	-	-	
Information and information processing(4)	3.286	-0.5	-0.018	0.44	-	-	

Expenditure category	Relative importance Jul. 2024	Twelve Month				
		Unadjusted percent change Aug. 2023-Aug. 2024	Unadjusted effect on All Items Aug. 2023-Aug. 2024 <sup>(1)</sup>	Standard error, median price change <sup>(2)</sup>	Largest (L) or Smallest (S) unadjusted change since: <sup>(3)</sup>	
					Date	Percent change
Information technology, hardware and services <sup>(17)</sup>	1.748	-1.3	-0.022	0.75	S-Jun. 2024	-1.6
Recreation <sup>(4)</sup>	5.231	1.6	0.082	0.36	L-Mar. 2024	1.8
Video and audio <sup>(4)</sup>	1.186	1.0	0.012	0.64	S-Jun. 2024	0.9
Pets, pet products and services <sup>(4)</sup>	1.049	2.8	0.031	0.95	L-Mar. 2024	3.8
Photography <sup>(4)</sup>	0.074	2.9	0.002	1.52	S-Jun. 2024	2.1
Food and beverages	14.271	2.0	0.293	0.24	S-Mar. 2020	1.9
Domestically produced farm food	6.707	1.0	0.066	0.23	S-Feb. 2024	1.0
Other services	9.754	3.0	0.284	0.21	L-Jun. 2024	3.0
Apparel less footwear	1.997	0.7	0.016	0.91	L-Jun. 2024	0.8
Fuels and utilities	4.398	3.0	0.129	0.58	S-Feb. 2024	1.4
Household energy	3.306	2.6	0.084	0.72	S-Feb. 2024	0.2
Medical care	7.955	3.0	0.235	0.39	S-Apr. 2024	2.6
Transportation	16.090	-1.0	-0.202	0.21	S-Jul. 2023	-3.0
Private transportation	15.037	-0.9	-0.193	0.22	S-Jul. 2023	-2.5
New and used motor vehicles <sup>(4)</sup>	6.196	-4.3	-0.331	0.17	L-Jun. 2024	-4.2
Utilities and public transportation	7.604	1.9	0.146	0.31	S-Mar. 2024	1.7
Household furnishings and operations	4.430	-0.6	-0.036	0.55	S-Jun. 2024	-0.8
Other goods and services	2.898	3.9	0.111	0.40	S-May 2024	3.8
Personal care	2.350	2.9	0.067	0.46	S-May 2024	2.9

**Footnotes**

(1)The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

(2)A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

(3)If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arge as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

(4)Indexes on a December 1997=100 base.

(5)Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

(6)Indexes on a December 2007=100 base.

(7)Indexes on a December 2005=100 base.

(8)Indexes on a December 1986=100 base.

(9)Indexes on a December 1993=100 base.

(10)Indexes on a December 2009=100 base.

(11)Indexes on a December 1990=100 base.

(12)Indexes on a December 1983=100 base.

(13)Indexes on a December 2001=100 base.

(14)Indexes on a December 2019=100 base.

(15)Indexes on a December 1982=100 base.

(16)Indexes on a December 1996=100 base.

(17)Indexes on a December 1988=100 base.

**Table of Contents**

**Last Modified Date:** September 11, 2024

U.S. BUREAU OF LABOR STATISTICS Division of Consumer Prices and Price Indexes Suite 3130 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-7000 [www.bls.gov/CPI](http://www.bls.gov/CPI) [Contact CPI](#)

**From:** [Rick Sweeney](#)  
**To:** [Brandon Perkins](#)  
**Subject:** Re: Town of Tyrone\_GA 2024 Price Increase Request  
**Date:** Tuesday, October 1, 2024 3:07:26 PM

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Yes, Sir.

On Oct 1, 2024, at 1:46 PM, Brandon Perkins <[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)> wrote:

Ok, so are you good with taking the fuel surcharge off the table?

**Regards,**

**Brandon Perkins, MBA, CPM, ICMA-CM**

**Town Manager**

Town of Tyrone

770-487-4038

[www.tyronega.gov](http://www.tyronega.gov)

**\*\*Please note my new email address: [brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)\*\***

---

**From:** Rick Sweeney <[rsweeney@amwasteusa.com](mailto:rsweeney@amwasteusa.com)>  
**Sent:** Tuesday, October 1, 2024 2:32 PM  
**To:** Brandon Perkins <[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)>  
**Subject:** Re: Town of Tyrone\_GA 2024 Price Increase Request

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Totally agree on the continuing reduced fuel pricing, and absolutely do not want to request an undue increase. I read the same in the contract, and my question to our team was in the comparative timeframe for fuel surcharge only was the price of fuel at the start of the contract, which is what we had based the per home cost, or the progressive YOY as you identified. If it has been implemented only in the YOY historically, then you are absolutely correct there is not a need currently to reimplement. I really was just looking for clarification on how it had been

implemented, as I have not been involved.

What I was looking at after reading the contract, and what prompted my question, is the 12 month previous avg fuel price in Sept 2020 was \$2.94/gal. The current 12 month previous avg fuel price is \$3.90 or a 32.6% increase.

Again, if implemented previously as you outlined, then the fuel surcharge is a moot point and only considered if the YOY is > than 10%.

On Oct 1, 2024, at 12:43 PM, Brandon Perkins  
<[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)> wrote:

The contract language states: "The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12 month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region. In the event that the average cost of fuel increases over 10% a fuel surcharge may be added. Once the rate drops below the 10% threshold the surcharge will be removed. Calculations and adjustments shall occur quarterly."

Based on the data from EIA (See attached), there was a 21% decrease in diesel pricing between September 2023 and September 2024 and a 13% decrease between Q3 2023 and Q3 2024. That being the case, I'm not seeing how a fuel surcharge can be implemented.

**Regards,**

**Brandon Perkins, MBA, CPM, ICMA-CM**  
**Town Manager**  
Town of Tyrone  
770-487-4038  
[www.tyronega.gov](http://www.tyronega.gov)

**\*\*Please note my new email address:**  
[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)\*\*

---

**From:** Rick Sweeney <[rsweeney@amwasteusa.com](mailto:rsweeney@amwasteusa.com)>

**Sent:** Tuesday, October 1, 2024 12:04 PM  
**To:** Brandon Perkins <[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)>  
**Subject:** Re: Town of Tyrone\_GA 2024 Price Increase Request

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I had the same question for our team regarding comparative time frame of the fuel pricing. My question was did it compare to the published fuel price at the time of contract initiation, or to the previous quarter published fuel pricing. If it is the latter, I am in full agreement with you.

On Oct 1, 2024, at 10:59 AM, Brandon Perkins <[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)> wrote:

That's fine. Based on my review of the contract language and the numbers from EIA, fuel has not met the 10% increase threshold so I'm just trying to make sure we are on the same page.

**Regards,**

**Brandon Perkins, MBA, CPM, ICMA-CM**  
**Town Manager**  
Town of Tyrone  
770-487-4038  
[www.tyronega.gov](http://www.tyronega.gov)

**\*\*Please note my new email address:**  
[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)\*\*

---

**From:** Rick Sweeney <[rsweeney@amwasteusa.com](mailto:rsweeney@amwasteusa.com)>  
**Sent:** Tuesday, October 1, 2024 11:57 AM  
**To:** Brandon Perkins <[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)>  
**Subject:** Re: Town of Tyrone\_GA 2024 Price Increase Request

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I will put the current in the calculator and send to you  
when I get back to my desk, if that is acceptable?

On Oct 1, 2024, at 10:34 AM, Brandon  
Perkins <[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)>  
wrote:

Just for my reference, what is the fuel  
surcharge price?

**Regards,**

**Brandon Perkins, MBA, CPM, ICMA-CM**  
**Town Manager**  
Town of Tyrone  
770-487-4038  
[www.tyronega.gov](http://www.tyronega.gov)

**\*\*Please note my new email address:**  
**[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)\*\***

---

**From:** Rick Sweeney  
<[rsweeney@amwasteusa.com](mailto:rsweeney@amwasteusa.com)>  
**Sent:** Monday, September 30, 2024 3:54 PM  
**To:** Brandon Perkins  
<[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)>  
**Subject:** RE: Town of Tyrone\_GA 2024 Price  
Increase Request

Caution: This email originated from an  
external sender. Verify the source before  
opening links or attachments.



Thank you, Sir!

---

**From:** Brandon Perkins  
<[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)>  
**Sent:** Monday, September 30, 2024 2:52 PM  
**To:** Rick Sweeney  
<[rsweeney@amwasteusa.com](mailto:rsweeney@amwasteusa.com)>  
**Cc:** Randy Lee <[rlee@amwasteusa.com](mailto:rlee@amwasteusa.com)>; Jason Zepp <[jzepp@amwasteusa.com](mailto:jzepp@amwasteusa.com)>; Kevin McDonald <[kmcdonald@amwasteusa.com](mailto:kmcdonald@amwasteusa.com)>  
**Subject:** RE: Town of Tyrone\_GA 2024 Price Increase Request

Received. I will place this on the October 17 agenda.

**Regards,**

**Brandon Perkins, MBA, CPM, ICMA-CM  
Town Manager**  
Town of Tyrone  
770-487-4038  
[www.tyronega.gov](http://www.tyronega.gov)

**\*\*Please note my new email address:  
[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)\*\***

---

**From:** Rick Sweeney  
<[rsweeney@amwasteusa.com](mailto:rsweeney@amwasteusa.com)>  
**Sent:** Monday, September 30, 2024 3:48 PM  
**To:** Brandon Perkins  
<[brandon.perkins@tyronega.gov](mailto:brandon.perkins@tyronega.gov)>  
**Cc:** Randy Lee <[rlee@amwasteusa.com](mailto:rlee@amwasteusa.com)>; Jason Zepp <[jzepp@amwasteusa.com](mailto:jzepp@amwasteusa.com)>; Kevin McDonald <[kmcdonald@amwasteusa.com](mailto:kmcdonald@amwasteusa.com)>  
**Subject:** Town of Tyrone\_GA 2024 Price Increase Request

Caution: This email originated from an external sender. Verify the source before opening links or attachments.

Brandon:

I hope you are doing well. The attached is the formal request to implement the 2024 Price Increase for solid waste and recycling collection in the Town of Tyrone. The following is the rate increase requested:

1. The current rate is \$63.87/Q,  
\$21.29/M
2. Add'l cart is \$8.79/Q - (3 cart max.  
4<sup>th</sup> cart is full rate)
3. The new rate would be \$65.85/Q,  
\$21.95/M
4. Add'l cart \$9.06/Q.

Please let Randy, Jason, or I know, if you have any questions or concerns pertaining to this request.

Respectfully,  
Rick

<AMWaste Surcharge Data.pdf>

Data 1: Lower Atlantic (PADD 1C) No 2 Diesel Retail Prices (Dollars per Gallon)

Sourcekey	EMD_EPD2D_PTE_R1Z_DPG								
		Lower Atlantic (PADD 1C) No 2 Diesel Retail Prices (Dollars per Gallon)							
Jan-2020	\$	2,962							
Feb-2020	\$	2,813							
Mar-2020	\$	2,634							
Apr-2020	\$	2,443							
May-2020	\$	2,353							
Jun-2020	\$	2,363							
Jul-2020	\$	2,382							
Aug-2020	\$	2,370							
Sep-2020	\$	2,348							
Oct-2020	\$	2,322							
Nov-2020	\$	2,336							
Dec-2020	\$	2,453	2020 12 Month Avg.	\$ 2.48					
Jan-2021	\$	2,604							
Feb-2021	\$	2,784							
Mar-2021	\$	3,043	2021 Q1 Avg	\$ 2.81	Increase \$	\$ 0.33	Increase %	13.10%	
Apr-2021	\$	2,998							
May-2021	\$	3,091							
Jun-2021	\$	3,178	2021 Q2 Avg	\$ 3.09	Increase \$	\$ 0.60	Increase %	21.50%	
Jul-2021	\$	3,210							
Aug-2021	\$	3,213							
Sep-2021	\$	3,280	2021 Q3 Avg	\$ 3.23	Increase \$	\$ 0.74	Increase %	24.04%	
Oct-2021	\$	3,512							
Nov-2021	\$	3,611							
Dec-2021	\$	3,515	2021 Q4 Avg	\$ 3.55	Increase \$	\$ 1.06	Increase %	32.87%	2021 12-Month Avg. \$ 3.168
Jan-2022	\$	3,622							
Feb-2022	\$	3,990							
Mar-2022	\$	5,110	2022 Q1 Avg	\$ 4.24	Increase/(Decrease)	\$ 1.07	Increase %	30.24%	
Apr-2022	\$	5,058							
May-2022	\$	5,541							
Jun-2022	\$	5,728	2022 Q2 Avg	\$ 5.442	Increase/(Decrease)	\$ 2.27	Increase %	54%	
Jul-2022	\$	5,393							
Aug-2022	\$	4,898							
Sep-2022	\$	4,842	2022 Q3 Avg	\$ 5.044	Increase/(Decrease)	\$ 1.88	Increase %	34%	
Oct-2022	\$	5,065							
Nov-2022	\$	5,188							
Dec-22	\$	4,743	2022 Q4 Avg	\$ 4.999	Increase/(Decrease)	\$ 1.83	Increase %	36%	2022 12-Month Avg. \$ 4.931
Jan-23	\$	4,671							
Feb-23	\$	4,459							
Mar-23	\$	4,171	2023 Q1 Avg	\$ 4.434	Increase/(Decrease)	\$(0.50)	Increase %	-10%	
Apr-23	\$	4,048							
May-23	\$	3,816							
Jun-23	\$	3,729	2023 Q2 Avg	\$ 3.864	Increase/(Decrease)	\$(1.07)	Increase %	-24%	
Jul-23	\$	3,84							
Aug-23	\$	4,34							
Sep-23	\$	4,43	2023 Q3 Avg	\$ 4.205	Increase/(Decrease)	\$(0.73)	Increase %	-19%	
Oct-23	\$	4,32							
Nov-23	\$	4,05							
Dec-23	\$	3,89	2023 Q4 Avg	\$ 4.087	Increase/(Decrease)	\$(0.84)	Increase %	-20%	2023 12-Month Avg. \$ 4.148
Jan-24	\$	3,87							
Feb-24	\$	4,10							
Mar-24	\$	4,05	2024 Q1 Avg	\$ 4.004	Increase/(Decrease)	\$(0.93)	Increase %	-23%	
Apr-24	\$	3,97							
May-24	\$	3,90							
Jun-24	\$	3,73	2024 Q2 Avg	\$ 3.835	Increase/(Decrease)	\$(1.10)	Increase %	-27%	
Jul-24	\$	3,81							
Aug-24	\$	3,68							
Sep-24	\$	3,50	2024 Q3 Avg	\$ 3.661	Increase/(Decrease)	\$(1.27)	Increase %	-33%	Q3 2024 vs. Q3 2023 \$ (0.54) -13% September 24 vs. September 23 \$ (0.93) -21%



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** October 17, 2024

**Agenda Item Type:** New Business

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

### STAFF REPORT

**AGENDA ITEM:**

Approval of a comprehensive update to the Town's Social Media policy. - Brandon Perkins, Town Manager

**BACKGROUND:**

The Town’s current social media policy was first approved in 2010 and has not had any substantive revisions ever since. The policy being considered tonight has been updated based on years of experience and new industry best practices.

**FUNDING:**

None required.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

1. Updated Social Media Policy – Redline Version
2. Updated Social Media Policy – Clean Version

**PREVIOUS DISCUSSIONS:**

None.



## TOWN OF TYRONE EMPLOYEE HANDBOOK

CHAPTER:	Handbook – Social Media Policy		
EFFECTIVE DATE:	02/07/2019	PAGES:	7
REVISION DATE:		DISTRIBUTION:	All Personnel

### AI. **PURPOSE**

~~The Town of Tyrone endorses the secure use of social media to enhance communication, collaboration, and information exchange; streamline processes; and foster productivity. This policy establishes the Town’s position on the utility and management of social media and provides guidance on its management, administration, and oversight. This policy is not meant to address one particular form of social media, rather social media in general, as advances in technology will occur and new tools will emerge. The purpose of this policy is to provide Town of Tyrone employees with guidance on the use of social media.~~

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### BII. **POLICY**

~~Social media provides a new and potentially valuable means of assisting the Town and its personnel in meeting community outreach, problem-solving, investigative, crime prevention, and related objectives. This policy identifies potential uses that may be explored or expanded upon as deemed reasonable by administrative and supervisory personnel. The Town also recognizes the role that these tools play in the personal lives of some personnel. The personal use of social media can have bearing on employees in their official capacity. As such, this policy provides information of a precautionary nature as well as prohibitions on the use of social media by Town personnel. It is the policy of the Town of Tyrone to utilize various social media platforms for the primary purpose of disseminating important information to the public. The Town’s official website ([www.tyronega.gov](http://www.tyronega.gov)) shall serve as its primary, official internet presence and source of public information and the Town reserves the right to discontinue its use of any social media site(s) at any time at the discretion of the Town Manager.~~

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### C. **DEFINITIONS**

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1. ~~Blog: A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments. The term is short for "Web log."~~

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2. ~~Page: The specific portion of a social media website where content is displayed and managed by an individual or individuals with administrator rights.~~

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3. ~~Post: Content an individual shares on a social media site or the act of publishing content on a site.~~

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4. ~~Profile: Information that a user provides about himself or herself on a social networking site.~~

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5. ~~Social Media: A category of Internet-based resources that integrate user-generated content and user participation. This includes, but is not limited to, social networking sites (Facebook, MySpace), micro-blogging sites (Twitter, Nixle), photo and video-sharing sites (Instagram, YouTube), wikis (Wikipedia), blogs, and news sites (Digg, Reddit).~~

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6. ~~Social Networks: Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.~~

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7. ~~Speech: Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication.~~

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8. ~~Town Personnel: Part time/Full time employees and appointed officials.~~

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9. ~~Web 2.0: The second generation of the World Wide Web focused on shareable, user-generated content, rather than static web pages. Some use this term interchangeably with social media.~~

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10. ~~Wiki: Web page(s) that can be edited collaboratively.~~

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**DIII. ON-THE-JOB USE SOCIAL MEDIA USE GENERALLY**

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1. ~~Town-Sanctioned Presence~~

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a. ~~Determine strategy~~

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1. ~~Where possible, each social media page shall include an introductory statement that clearly specifies the purpose and scope of the department's presence on the website.~~

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2. ~~Where possible, the page(s) should link to the department's official website.~~

~~3. Social media page(s) shall be designed for the target audience(s) such as youth or potential police recruits, etc.~~

~~b. Procedures~~

~~1. All Town social media sites or pages shall be approved by the Town Manager or Chief of Police and shall be administered by the public information officer or a designee as otherwise determined.~~

~~2. Where possible, social media pages shall clearly indicate they are maintained by the Town and shall have appropriate contact information prominently displayed.~~

~~3. Social media content shall adhere to applicable laws, regulations, and policies, including all information technology and records management policies.~~

~~a. Content is subject to public records laws. Relevant records retention schedules apply to social media content.~~

~~b. Content must be managed, stored, and retrieved to comply with open records laws and e-discovery laws and policies.~~

~~4. Where possible, social media pages should state that the opinions expressed by visitors to the page(s) do not reflect the opinions of the Town.~~

~~a. Pages shall clearly indicate that posted comments will be monitored and that the Town reserves the right to remove obscenities, off-topic comments, and personal attacks.~~

~~b. Pages shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.~~

~~5. Town Sanctioned Use~~

~~Town personnel representing the Town via social media outlets shall do the following:~~

~~a. Conduct themselves at all times as representatives of the Town and, accordingly, shall adhere to all Town standards of conduct and observe conventionally accepted protocols and proper decorum.~~

- ~~b. Identify themselves as an employee of the Town.~~
- ~~e. Not conduct political activities or private business.~~
- ~~d. Town personnel use of personally owned devices to manage the department's social media activities or in the course of official duties is prohibited without express written permission.~~
- ~~e. Employees shall observe and abide by all copyright, trademark, and service mark restrictions in posting materials to electronic media.~~

~~6. Potential Uses~~

- ~~a. Social media can be used to make time-sensitive notifications related to:
  - ~~1. road closures,~~
  - ~~2. special events,~~
  - ~~3. recreation classes and events,~~
  - ~~4. weather emergencies, and~~
  - ~~5. missing or endangered persons.~~~~
- ~~b. Persons seeking employment and volunteer positions use the Internet to search for opportunities, and social media can be a valuable recruitment mechanism.~~
- ~~e. Use for Hiring Purposes
  - ~~1. The Town shall include a search and review of Internet based content when conducting background investigations of job candidates.~~
  - ~~2. Searches should be conducted by a non decision maker. Information pertaining to protected classes shall be filtered out prior to sharing any information found online with decision makers.~~
  - ~~3. Persons authorized to search Internet based content should be deemed as holding a sensitive position.~~
  - ~~4. Search methods shall not involve techniques that are a violation of existing law.~~
  - ~~5. Vetting techniques shall be applied uniformly to all candidates.~~
  - ~~6. Every effort must be made to validate Internet based information considered during the hiring process.~~~~



A. The Town and its various departments may establish social media accounts for the purpose of sharing information with the public. Any department wishing to establish a new social media presence after the effective date of this policy shall obtain authorization from the Town Manager.

Information shared on the Town’s social media accounts includes, but is not limited to:

1. General Information about the Town and its operations;
2. Town Event and Meeting Reminders;
3. Town Job Openings;
4. Road Closures or Traffic Delays; and
5. Matters of Public Safety.

B. The Town Manager, or a designee, shall be provided with administrator access to all social media accounts created by the Town and its departments.

C. Authorized users of the Town’s social media accounts shall be its department heads by default. Any department head wishing to have other employees manage their department’s social media accounts shall obtain authorization from the Town Manager. All authorized users shall be trained on this policy.

D. The following statement shall be posted on the Town’s social media sites either directly or via hyperlink to the statement on the Town’s website ([www.tyronega.gov/socialmediapolicy](http://www.tyronega.gov/socialmediapolicy)):

*“The intended purpose of this page is to serve as a mechanism for communication between the Town of Tyrone and members of the public. However, this page is **not** the primary method of communication with the Town, and any notices or requests for Town services must be made via official communication methods identified on the Town’s website, or by traditional methods of notification recognized by the Town, and no comments or posts on this page will be construed as providing notice to the Town of any claim, deficiency, dangerous condition, request, or otherwise.*

*Any comments or other content posted or submitted to this page for posting, as well as personal identifying information for the page’s users and visitors, and its list of fans, may be public records subject to disclosure pursuant to Georgia Open Records Laws.”*

E. In addition to the above statement, each social media sites’ primary page shall also contain contact information for the Town and a hyperlink to the

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Town website providing addresses, names, phone numbers, and email addresses of applicable department listings or Town staff and methods of making official requests for maintenance or services and notice of the condition of Town property or other similar requests.

F. When allowed by the social media platform, an auto responder shall be set up to reply with the following message whenever the public sends a direct or private message to the Town:

*" Thank you for reaching out to us. Please note that this account is not monitored 24/7, so our response may be delayed.*

*The best way to communicate with us and ensure a quick response is via phone and email. Please call (Provide page admin's direct line) or email your inquiries to (Page admin's email)."*

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G. Content published on the Town's social media accounts shall be informative in nature and is subject to oversight by the Town Manager or a designee. When in doubt, authorized social media page administrators should discuss post ideas with the Town Manager before sharing publicly.

H. The Town's social media pages shall not be used to "follow" businesses, individuals, or charitable organizations nor will the Town's pages be used to participate in online groups that are not created or endorsed by the Town. However, the Town's social media pages may be used to follow other local governments and civic organizations.

I. Employees representing the Town on its social media sites shall conduct themselves at all times as a professional ~~representative~~representatives of the Town and in accordance with all Town policies.

J. When preparing content for social media, authorized employees shall take care to ensure that the post is factual, written in a clear and concise manner, and that correct spelling and grammar are used.

K. No communications made with the Town through any of its social media sites shall be deemed to constitute public comment or legal notice to the Town or any of its agencies, officers, employees, agents, or representatives where notice to the Town is required by any Federal, State, or local law, rule, or regulation. Any such comment or notice shall be submitted to the Town as ordinarily prescribed, and not through Town social media sites.

IV. CONTENT GUIDELINES

- A. The content of Town social media sites should only pertain to Town-sponsored or Town-endorsed programs, services, and events. Content includes, but is not limited to, information, photographs, videos, and hyperlinks.
- B. Content posted to the Town's social media sites must contain hyperlinks directing users back to the Town's official website for in-depth information, forms, documents or online services necessary to conduct business with the Town of Tyrone whenever possible.
- C. The Town shall have full permission or rights to any content posted on its social media accounts, including photographs and videos.
- D. Any employee authorized to post content on the Town's social media sites shall review, be familiar with, and comply with the social media site's use policies and terms and conditions.
- E. Employees authorized to post content on any of the Town's social media sites shall not express their own personal views or concerns through such postings. Instead, postings on any of the Town's social media sites by an authorized Town employee shall only reflect the views of the Town.
- F. Postings must contain information that is freely available to the public and must not be confidential as defined by any Town policy or state or federal law.
- G. Postings may not contain any personal information, except for the names of employees whose job duties include being available for contact by the public.

V. SOCIAL MEDIA ENGAGEMENT

- A. The sole purpose of the Town's use of social media presence is to share information with the public. At times, when a post generates comments from the public, two-way communication may be necessary. However, Town employees tasked with operating its social media pages are not expected to engage in online arguments or lengthy exchanges.
- B. When responding to comments on the Town's social media pages, authorized employees shall only provide facts and figures and should refrain from lengthy exchanges whenever possible. This is especially true when it is clear that the exchange is becoming argumentative. In these cases, employees are authorized to disengage and/or direct the citizen to

the Town Manager or Police Chief (via phone or email), as appropriate, for further discussion.

**In most cases, responses to comments should be in the form of a direct/private message.**

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C. The Town does not monitor or engage in discourse on social media pages or groups that are not owned or operated by the Town and employees shall not engage directly with anyone on such pages or groups for any reason when representing the Town. Members of the public who utilize these pages or groups and have grievances with the Town, wish to report issues, or otherwise desire to engage with the Town must utilize direct methods of communication such as phone, email, or in-person meetings.

D. If the Town is made aware of a post on a third-party social media page that presents erroneous or potentially damaging information about the Town, the Town Manager will determine whether a clarifying response is necessary. **In all cases, such responses shall be posted on the Town’s social media pages rather than the third-party page from which the erroneous information originated. It is often appropriate, within the professional judgment of the Town Manager, to allow public commentary to take its course without Town intervention.**

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E. Blocking individuals from accessing or commenting on the Town’s social media pages is prohibited.

F. Comments from the public on the Town’s social media pages may only be moderated/removed in limited circumstances. Those circumstances include comments that contain:

- 1. Profane or abusive language or threats.
- 2. Content that promotes discrimination of any kind.
- 3. Sexual material.
- 4. Commercial solicitations/advertisements.
- 5. Information that compromises public safety or endorses illegal behavior.
- 6. HIPPAHIPAA-protected information.
- 7. Copyrighted material.

When removing such material, the page administrator shall document (screenshot) the comment and then note the reason for removal. This

documentation should be in the form of an email to the Town Manager with the screenshot attached.

VI. EMPLOYEE'S PERSONAL USE OF SOCIAL MEDIA (GLECP 1.20)

4A. Precautions and Prohibitions

Barring state law or binding employment contracts to the contrary, Town employees shall abide by the following when using social media.

a1. Town personnel are free to express themselves as private citizens on social media sites to the degree that their speech does not impair working relationships for which loyalty and confidentiality are important, impede the performance of duties, impair discipline and harmony among coworkers, or negatively affect the public perception of the Town.

b2. As public employees, Town personnel are cautioned that speech on- or off-duty, made pursuant to their official duties—that is, that owes its existence to the employee's professional duties and responsibilities—may not be protected speech under the First Amendment and may form the basis for discipline if deemed detrimental to the Town. Town personnel should assume that their speech and related activity on social media sites will reflect upon their office and the Town.

e3. Town personnel shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment without written permission from the Town Manager or Chief of Police or a designee. This includes any materials, photos/images, recordings, etc. that are owned or produced by the Town or any of its departments.

d4. When using social media, personnel should be mindful that their speech becomes part of the worldwide electronic domain. Therefore, adherence to the Town's code of conduct is required in the personal use of social media. In particular, personnel are prohibited from the following:

4a. Speech containing obscene or sexually explicit language, images, or acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias against any race, any religion, or any protected class of individuals.

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~~2b.~~ Speech involving themselves or other personnel reflecting behavior that would reasonably be considered reckless or irresponsible.

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~~e5.~~ Engaging in prohibited speech noted herein, may provide grounds for undermining or impeaching a police officer's testimony in criminal proceedings. Town personnel thus sanctioned are subject to discipline up to and including termination ~~of office.~~

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~~f6.~~ Town personnel may not divulge information gained by reason of their authority; make any statements, speeches, appearances, and endorsements; or publish materials that could reasonably be considered to represent the views or positions of ~~this department~~ the Town or its departments without express authorization.

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~~g7.~~ Town personnel should be aware that they may be subject to civil litigation for:

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~~4a.~~ publishing or posting false information that harms the reputation of another person, group, or organization (defamation);

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~~2b.~~ publishing or posting private facts and personal information about someone without their permission that has not been previously revealed to the public, is not of legitimate public concern, and would be offensive to a reasonable person;

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~~3c.~~ using someone else's name, likeness, or other personal attributes without that person's permission for an exploitative purpose; or

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~~4d.~~ publishing the creative work of another, trademarks, or certain confidential business information without the permission of the owner.

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~~h8.~~ Town personnel should be aware that privacy settings and social media sites are constantly in flux, and they should never assume that personal information posted on such sites is protected.

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~~i9.~~ Town personnel should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the Town at any time without prior notice.

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~~10j.~~ Reporting violations — Any employee becoming aware of or having knowledge of a posting or of any website or web page in violation of

the provision of this policy shall notify his or her supervisor immediately for follow-up action.

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**FVI. PROVISIONS PERTAINING TO POLICE PERSONNEL (GLECP 1.20)**

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**4A.** Police personnel representing the Town via social media outlets shall not make statements about the guilt or innocence of any suspect or arrestee, or comments concerning pending prosecutions, nor post, transmit, or otherwise disseminate confidential information, including photographs or videos, related to department training, activities, or work-related assignments without express written permission.

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**2B. Potential Law Enforcement Uses**

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**a1.** Social media is a valuable investigative tool when seeking evidence or information about:

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**4a.** missing persons;

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**2b.** wanted persons;

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**3c.** gang participation;

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**4d.** crimes perpetrated online (i.e., cyberbullying, cyberstalking); and

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**5e.** photos or videos of a crime posted by a participant or observer.

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**b2.** Social media can be used for community outreach and engagement by:

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**4a.** providing crime prevention tips;

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**2b.** offering online-reporting opportunities;

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**3c.** sharing crime maps and data; and

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**4d.** soliciting tips about unsolved crimes (i.e., Crimestoppers, text-a-tip).

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**3C. Safety and Security**

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For safety and security reasons, Town personnel are cautioned not to disclose their employment with the Town nor shall they post information pertaining to any other employee of the Town without their permission.

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As such, Town personnel are cautioned not to do the following:

- a. Display department logos, uniforms, or similar identifying items on personal web pages.
- b. Post personal photographs or provide similar means of personal recognition that may cause them to be identified as an employee of the Town. Town Police Officers who are, or who may reasonably be expected to work in undercover operations, shall not post any form of visual or personal identification.

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## TOWN OF TYRONE EMPLOYEE HANDBOOK

<b>CHAPTER:</b>	<b>Handbook – Social Media Policy</b>		
<b>EFFECTIVE DATE:</b>	02/07/2019	<b>PAGES:</b>	8
<b>REVISION DATE:</b>	10/17/2024	<b>DISTRIBUTION:</b>	All Personnel

### I. PURPOSE

The purpose of this policy is to provide Town of Tyrone employees with guidance on the use of social media.

### II. POLICY

It is the policy of the Town of Tyrone to utilize various social media platforms for the primary purpose of disseminating important information to the public. The Town’s official website ([www.tyronega.gov](http://www.tyronega.gov)) shall serve as its primary, official internet presence and source of public information and the Town reserves the right to discontinue its use of any social media site(s) at any time at the discretion of the Town Manager.

### III. SOCIAL MEDIA USE GENERALLY

A. The Town and its various departments may establish social media accounts for the purpose of sharing information with the public. Any department wishing to establish a new social media presence after the effective date of this policy shall obtain authorization from the Town Manager.

Information shared on the Town’s social media accounts includes, but is not limited to:

1. General Information about the Town and its operations;
2. Town Event and Meeting Reminders;
3. Town Job Openings;
4. Road Closures or Traffic Delays; and
5. Matters of Public Safety.

- B. The Town Manager, or a designee, shall be provided with administrative access to all social media accounts created by the Town and its departments.
- C. Authorized users of the Town’s social media accounts shall be its department heads by default. Any department head wishing to have other employees manage their department’s social media accounts shall obtain authorization from the Town Manager. All authorized users shall be trained on this policy.
- D. The following statement shall be posted on the Town’s social media sites either directly or via hyperlink to the statement on the Town’s website ([www.tyronega.gov/socialmediapolicy](http://www.tyronega.gov/socialmediapolicy)):

*“The intended purpose of this page is to serve as a mechanism for communication between the Town of Tyrone and members of the public. However, this page is **not** the primary method of communication with the Town, and any notices or requests for Town services must be made via official communication methods identified on the Town’s website, or by traditional methods of notification recognized by the Town, and no comments or posts on this page will be construed as providing notice to the Town of any claim, deficiency, dangerous condition, request, or otherwise.*

*Any comments or other content posted or submitted to this page for posting, as well as personal identifying information for the page’s users and visitors, and its list of fans, may be public records subject to disclosure pursuant to Georgia Open Records Laws.”*

- E. In addition to the above statement, each social media sites’ primary page shall also contain contact information for the Town and a hyperlink to the Town website providing addresses, names, phone numbers, and email addresses of applicable department listings or Town staff and methods of making official requests for maintenance or services and notice of the condition of Town property or other similar requests.
- F. When allowed by the social media platform, an auto responder shall be set up to reply with the following message whenever the public sends a direct or private message to the Town:

*” Thank you for reaching out to us. Please note that this account is not monitored 24/7, so our response may be delayed.*

*The best way to communicate with us and ensure a quick response is via phone and email. Please call (Provide page admin’s direct line) or email your inquiries to (Page admin’s email).”*

- G. Content published on the Town’s social media accounts shall be informative in nature and is subject to oversight by the Town Manager or a designee. When in doubt, authorized social media page administrators should discuss post ideas with the Town Manager before sharing publicly.
- H. The Town’s social media pages shall not be used to “follow” businesses, individuals, or charitable organizations nor will the Town’s pages be used to participate in online groups that are not created or endorsed by the Town. However, the Town’s social media pages may be used to follow other local governments and civic organizations.
- I. Employees representing the Town on its social media sites shall conduct themselves at all times as professional representatives of the Town and in accordance with all Town policies.
- J. When preparing content for social media, authorized employees shall take care to ensure that the post is factual, written in a clear and concise manner, and that correct spelling and grammar are used.
- K. No communications made with the Town through any of its social media sites shall be deemed to constitute public comment or legal notice to the Town or any of its agencies, officers, employees, agents, or representatives where notice to the Town is required by any Federal, State, or local law, rule, or regulation. Any such comment or notice shall be submitted to the Town as ordinarily prescribed, and not through Town social media sites.

IV. CONTENT GUIDELINES

- A. The content of Town social media sites should only pertain to Town-sponsored or Town-endorsed programs, services, and events. Content includes, but is not limited to, information, photographs, videos, and hyperlinks.
- B. Content posted to the Town’s social media sites must contain hyperlinks directing users back to the Town’s official website for in-depth information, forms, documents or online services necessary to conduct business with the Town of Tyrone whenever possible.
- C. The Town shall have full permission or rights to any content posted on its social media accounts, including photographs and videos.
- D. Any employee authorized to post content on the Town’s social media sites shall review, be familiar with, and comply with the social media site’s use policies and terms and conditions.

- E. Employees authorized to post content on any of the Town’s social media sites shall not express their own personal views or concerns through such postings. Instead, postings on any of the Town’s social media sites by an authorized Town employee shall only reflect the views of the Town.
- F. Postings must contain information that is freely available to the public and must not be confidential as defined by any Town policy or state or federal law.
- G. Postings may not contain any personal information, except for the names of employees whose job duties include being available for contact by the public.

V. SOCIAL MEDIA ENGAGEMENT

- A. The sole purpose of the Town’s use of social media presence is to share information with the public. At times, when a post generates comments from the public, two-way communication may be necessary. However, Town employees tasked with operating its social media pages are not expected to engage in online arguments or lengthy exchanges.
- B. When responding to comments on the Town’s social media pages, authorized employees shall only provide facts and figures and should refrain from lengthy exchanges whenever possible. This is especially true when it is clear that the exchange is becoming argumentative. In these cases, employees are authorized to disengage and/or direct the citizen to the Town Manager or Police Chief (via phone or email), as appropriate, for further discussion.

**In most cases, responses to comments should be in the form of a direct/private message.**

- C. The Town does not monitor or engage in discourse on social media pages or groups that are not owned or operated by the Town and employees shall not engage directly with anyone on such pages or groups for any reason when representing the Town. Members of the public who utilize these pages or groups and have grievances with the Town, wish to report issues, or otherwise desire to engage with the Town must utilize direct methods of communication such as phone, email, or in-person meetings.
- D. If the Town is made aware of a post on a third-party social media page that presents erroneous or potentially damaging information about the Town, the Town Manager will determine whether a clarifying response is necessary. **In all cases, such responses shall be posted on the Town’s social media pages rather than the third-party page from which the erroneous information originated. It is often appropriate,**

**within the professional judgment of the Town Manager, to allow public commentary to take its course without Town intervention.**

- E. Blocking individuals from accessing or commenting on the Town’s social media pages is prohibited.
- F. Comments from the public on the Town’s social media pages may only be moderated/removed in limited circumstances. Those circumstances include comments that contain:
  - 1. Profane or abusive language or threats.
  - 2. Content that promotes discrimination of any kind.
  - 3. Sexual material.
  - 4. Commercial solicitations/advertisements.
  - 5. Information that compromises public safety or endorses illegal behavior.
  - 6. HIPAA-protected information.
  - 7. Copyrighted material.

When removing such material, the page administrator shall document (screenshot) the comment and then note the reason for removal. This documentation should be in the form of an email to the Town Manager with the screenshot attached.

**VI.. EMPLOYEE’S PERSONAL USE OF SOCIAL MEDIA (GLECP 1.20)**

**A. Precautions and Prohibitions**

Barring state law or binding employment contracts to the contrary, Town employees shall abide by the following when using social media.

- 1. Town personnel are free to express themselves as private citizens on social media sites to the degree that their speech does not impair working relationships for which loyalty and confidentiality are important, impede the performance of duties, impair discipline and harmony among coworkers, or negatively affect the public perception of the Town.
- 2. As public employees, Town personnel are cautioned that speech on- or off-duty, made pursuant to their official duties—that is, that owes its existence to the employee’s professional duties and responsibilities—may not be protected speech under the First

Amendment and may form the basis for discipline if deemed detrimental to the Town. Town personnel should assume that their speech and related activity on social media sites will reflect upon their office and the Town.

3. Town personnel shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment without written permission from the Town Manager or Chief of Police or a designee. This includes any materials, photos/images, recordings, etc. that are owned or produced by the Town or any of its departments.
4. When using social media, personnel should be mindful that their speech becomes part of the worldwide electronic domain. Therefore, adherence to the Town's code of conduct is required in the personal use of social media. In particular, personnel are prohibited from the following:
  - a. Speech containing obscene or sexually explicit language, images, or acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias against any race, any religion, or any protected class of individuals.
  - b. Speech involving themselves or other personnel reflecting behavior that would reasonably be considered reckless or irresponsible.
5. Engaging in prohibited speech noted herein, may provide grounds for undermining or impeaching a police officer's testimony in criminal proceedings. Town personnel thus sanctioned are subject to discipline up to and including termination.
6. Town personnel may not divulge information gained by reason of their authority; make any statements, speeches, appearances, and endorsements; or publish materials that could reasonably be considered to represent the views or positions of the Town or its departments without express authorization.
7. Town personnel should be aware that they may be subject to civil litigation for:
  - a. publishing or posting false information that harms the reputation of another person, group, or organization (defamation);

- b. publishing or posting private facts and personal information about someone without their permission that has not been previously revealed to the public, is not of legitimate public concern, and would be offensive to a reasonable person;
  - c. using someone else's name, likeness, or other personal attributes without that person's permission for an exploitative purpose; or
  - d. publishing the creative work of another, trademarks, or certain confidential business information without the permission of the owner.
- 8. Town personnel should be aware that privacy settings and social media sites are constantly in flux, and they should never assume that personal information posted on such sites is protected.
  - 9. Town personnel should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the Town at any time without prior notice.
  - 10. Reporting violations — Any employee becoming aware of or having knowledge of a posting or of any website or web page in violation of the provision of this policy shall notify his or her supervisor immediately for follow-up action.

VI. PROVISIONS PERTAINING TO POLICE PERSONNEL (GLECP 1.20)

A. Police personnel representing the Town via social media outlets shall not make statements about the guilt or innocence of any suspect or arrestee, or comments concerning pending prosecutions, nor post, transmit, or otherwise disseminate confidential information, including photographs or videos, related to department training, activities, or work-related assignments without express written permission.

B. Potential Law Enforcement Uses

- 1. Social media is a valuable investigative tool when seeking evidence or information about:
  - a. missing persons;
  - b. wanted persons;
  - c. gang participation;

- d. crimes perpetrated online (i.e., cyberbullying, cyberstalking and
  - e. photos or videos of a crime posted by a participant or observer.
2. Social media can be used for community outreach and engagement by:
- a. providing crime prevention tips;
  - b. offering online-reporting opportunities;
  - c. sharing crime maps and data; and
  - d. soliciting tips about unsolved crimes (i.e., Crimestoppers, text-a-tip).

C. Safety and Security

For safety and security reasons, Town personnel are cautioned not to disclose their employment with the Town nor shall they post information pertaining to any other employee of the Town without their permission.

As such, Town personnel are cautioned not to do the following:

- a. Display department logos, uniforms, or similar identifying items on personal web pages.
- b. Post personal photographs or provide similar means of personal recognition that may cause them to be identified as an employee of the Town. Town Police Officers who are, or who may reasonably be expected to work in undercover operations, shall not post any form of visual or personal identification.





## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** October 17, 2024

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

### STAFF REPORT

**AGENDA ITEM:**

Consideration to Award Task Order 11: 2025 Asphalt Resurfacing, Project No: PW-2025-01 of the 2021 Transportation Engineering Services project to POND, Inc.

**BACKGROUND:**

This project is Task Order 11 of the 2021 Transportation Engineering Service Contract with POND, Incorporated. The project is part of the continued effort to improve and maintain the transportation infrastructure in the Town of Tyrone. The project scope includes resurfacing of Drumcliffe Road, Kylemore Court, Kylemore Pass, Yeats Court, Shamrock Industrial Blvd, Mallory Court, McCarthy Court, and Clover Lane. The project also includes replacing 4 culverts in the Carrowmore subdivision. The engineering design includes surveying and geotechnical services at a total not to exceed \$99,259.75. There is a chance that CSX coordination may be necessary. If that is the case, a contingency of \$16,259.50 has been added to the project.

**FUNDING:**

General Funds – Public Works General Fund (100-40-52.2205 & 100-40-52.2211), 2023 SPLOST, 2024 LMIG Supplemental, and 2025 LMIG.

**STAFF RECOMMENDATION:**

Staff recommends Awarding Task Order 11: 2025 Asphalt Resurfacing; Project No: PW-2025-01 to POND, Inc. for the fee not to exceed \$99,259.75 plus a contingency for CSX coordination, if needed, at \$16,259.50.

**ATTACHMENTS:**

See attached Task Order 11 Proposal.

**PREVIOUS DISCUSSIONS:**

None

# Town of Tyrone Task Order

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**Project Number:** PW-2025-01; 2025 Asphalt Resurfacing

**Task Order Number:** 11

**Project Name:** Town of Tyrone Transportation Engineering Services (2021)

**Contractor:** Pond and Company, Inc.


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In accordance with the contract documents for the project listed above and as described herein, the Town of Tyrone, Georgia issues this Task Order.

**Task Order Description:** Task Order Number 11 – 2025 Asphalt Resurfacing. Tyrone Project number PW-2025-01

**Task Order Not -To-Exceed Fee:** \$99,259.75 plus an additional \$16,259.50 (if CSX coordination is required)

**Town of Tyrone Task Order Manager:** Scott Langford, PE 770-487-4038 [slangford@tyrone.org](mailto:slangford@tyrone.org)

Contractor:  
Signature:   
Printed Name: Richard Fangmann  
Title: Vice President  
Date: 10-05-2024

Signature: \_\_\_\_\_  
Name: Eric Dial  
Title: Mayor  
Date: \_\_\_\_\_



October 2, 2024

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

Re: **Town of Tyrone - Professional Transportation Design Services Fee Proposal  
Task Order #11 – 2025 Roadway Resurfacing**

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

**PROJECT UNDERSTANDING:**

As part of the Town of Tyrone Transportation Engineering Services On-Call, Task Order #11 will consist of roadway resurfacing along several roadways/corridors within the town limits. These sections (showing approximate lengths and PCI ratings) are included below:

- Shamrock Industrial Blvd (3,406.5 LF – PCI 65.7)
- Mallory Ct (708.5 LF - PCI 71)
- McCarthy Ct (780 LF PCI – N/A)
- Drum Cliff Ct (2,093.1 LF – PCI 51.7)
- Kylemore Ct (162.7 LF – PCI 66)
- Kylemoore Pass (967.1 LF – PCI 57)
- Yeats Ct (766.8 LF – PCI 53)
- Clover Ln (265 LF – PCI 91)

The scope of work will also include minor intersection improvements to the intersection of Shamrock Industrial Boulevard at Rockwood Road to better accommodate large trucks. This includes larger radius returns and consideration of mountable curb and gutter and traffic hatching.

**PROFESSIONAL SERVICES:**

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

**Scope of Work**

**Task 1: Base Data Coordination/Development**

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



*Task 1B. Survey* – Survey services will be performed by a sub-consultant, Patterson and Dewar, and provided to Pond. The limits include approximately 80’ W by 100’ long, centered at the intersection of Shamrock Industrial Boulevard at Rockwood Road. Property research and resolution, property owner notification, and project control will also be performed as part of this task.

*Task 1C. Geotechnical Services Allowance* – Pond will utilize the geotechnical subconsultant, ECS, to complete asphalt pavement cores with soil test borings at various locations determined along the corridors listed above. Traffic control and utility locates are included.

The soil test borings are planned to a depth of 5 feet below existing ground surface. The purpose of the field exploration would be to provide information on the pavement and shallow subsurface soil conditions. Laboratory testing will be completed for all samples, along with a written report. When the field exploration has been completed, a written report outlining the findings and recommendations will be published. An electronic color PDF version of the report will be issued after completion. The report will describe the site conditions and subsurface data, as well as provide a limited engineering evaluation of the site relative to the proposed development. Some of the specific items addressed will include:

- Results of the exploration including boring logs, laboratory testing results, and photographs of the existing site conditions and pavement cores
- Pavement design recommendations
- Determination of potential poor-quality soil or fill material
- Site preparation and fill placement recommendations

**Deliverables for Task 1:**

- Geotechnical Report

**Task 2: Preliminary Design**

*Task 2A. Preliminary Design Plans* – The Preliminary Plans deliverable will include roadway plans, typical sections, utility plans (as/if applicable), signing and marking plans, and erosion control plans (as/if applicable). The design will include a total of (4) culvert replacements along Kylemore Court and Drum Cliff Court. Pond will prepare the construction plans, prepared based on the topographic survey database. The design plans will be prepared conforming to AASHTO, Manual on Uniform Traffic Control Devices (MUTCD), Town of Tyrone/Fayette County, and Georgia Department of Transportation (GDOT) requirements and standards, as appropriate, using Microstation V8i software with InRoads.

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

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

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

**Deliverables for Task 2:**

- Preliminary Plans
- Cost Estimate

**Task 3: Final Design**

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

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

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

**Deliverables for Task 3:**

- Final Plans
- Cost Estimate

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

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

*Task 4B. Construction Observation/Punch List* – Pond will provide personnel to perform (7) total visits to the site during construction to make sure that the construction is moving along as planned. These visits will be documented as written reports. This includes: (6) site visits during construction and (1) final inspection.

**Task 5: Railroad Coordination and Plan Revisions (Contingent Service)**

*Task 5A. Railroad Coordination* – During the preliminary design process, we will coordinate with CSXT Railroad and Georgia Department of Transportation – Division of Intermodal regarding the railroad crossings. This will include the portion of intersection improvements at Shamrock Industrial Boulevard at Rockwood Road within railroad right-of-way. The plans will be prepared to conform with the application sections of the Public Projects Manual. Additional survey for railroad at-grade crossing and/or along existing railroad line is excluded from this scope of work due to the intersection improvement not impacting railroad facilities in any way.

As part of this process, Pond will provide them with the plans at specified milestones for review and approval. From past experiences, the railroad entities typically require a Preliminary Engineering (PE)





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

Agreement to be in place prior to review. In the event additional fees are incurred from the railroad, these fees will be the responsibility of the Town of Tyrone.

**Schedule**

Pond has estimated that the design tasks above can be completed within (4) months from approved notice to proceed with this task order. Please note that these time frames are dependent on review times and exclude Railroad Coordination (Task 5). Should Task 5 be approved, it is estimated to take another (4) months of design time. Task 4 will begin upon design completion and is estimated to take (4) months.

**ASSUMPTIONS:**

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

Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- Full Design/Engineering Plans
- Topographic Survey (Beyond Task 1)
- Right-of-Way Plans
- GDOT Plan Development Process (PDP)
- Traffic Engineering Report/Analysis
- Staging Plans
- Subsurface Utility Engineering (SUE) Services
- Landscape/Hardscape Plans
- GDOT Concept Report
- Additional Meetings
- MS4 Analysis/Documentation
- Environmental Services
- Erosion Control Plans/Inspection
- Utility Coordination
- Railroad Fees

**PROFESSIONAL FEES:**

Pond proposes to accomplish Task 1 through Task 4 based on the contracted unit rates, not to exceed a total fee of \$99,259.75. The fees are summarized in the attached Man-Hour Fee Estimate.

\*Should the Town of Tyrone decide to proceed with Task 5 (Railroad Coordination), the associated fee would be an additional \$16,259.50.

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

Sincerely,

**POND & COMPANY**

Richard Fangmann, PE, PTOE  
Vice-President

Zach Puckett, PE, IMSA II  
Project Manager

# Town of Tyrone

**On-Call - Task Order #11  
2025 Roadway Resurfacing  
Project Length 1.73 miles**

## SUMMARY BY PHASE

### COST AMOUNT OF CONTRACT PROPOSAL 9/30/2024

	PHASE AMOUNTS
Phase 1 Base Data Coordination/Development	\$ 33,769.00
Phase 2 Preliminary Design	\$ 39,249.50
Phase 3 Final Design	\$ 12,061.00
Phase 4 Construction Bid and Construction Support	\$ 14,180.25
Phase 5 Railroad Coordination (If Required) *	\$ 16,259.50
<i>*Not reflected in total amount below</i>	
<b>TOTAL DESIGN COST FOR ALL SEGMENTS</b>	<b>\$ 99,259.75</b>

Town of Tyrone				
Phase 1 Summary				
PROJECT: On-Call - Task Order #11 2025 Roadway Resurfacing				
Phase 1				
Base Data Coordination/Development				
PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	1	\$ 220.00	\$ 220.00	
PROJECT MANAGER	15	\$ 190.00	\$ 2,850.00	
SENIOR ENGINEER	16	\$ 210.00	\$ 3,360.00	
MID LEVEL ENGINEER	42	\$ 127.00	\$ 5,334.00	
SENIOR LANDSCAPE AR	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITECT	0	\$ 95.00	\$ -	
ADMINISTRATIVE	3	\$ 75.00	\$ 225.00	
<b>TOTAL DIRECT LABOR</b>				<b>77 Manhours</b>
			<b>\$</b>	<b>11,989.00</b>
DIRECT COSTS (SPECIFY):				
ITEM	UNIT COST	QUANTITY	TOTALS	
Mileage	\$ 0.67	0	\$	-
REPRODUCTION	\$ 150.00	0	\$	-
MAIL & DELIVERY	\$ 50.00	0	\$	-
TRAVEL	\$ -	0	\$	-
				\$ -
<b>Direct Cost Total</b>			<b>\$</b>	<b>-</b>
SUBCONSULTANTS (LIST):				
SUB CONSULTANT			TOTALS	
Geotech-Soil Survey			\$	14,300.00
Survey			\$	7,480.00
<b>Subconsultant Sub Total</b>			<b>\$</b>	<b>21,780.00</b>
<b>COST AMOUNT FOR PHASE</b>			<b>\$</b>	<b>33,769.00</b>





Town of Tyrone				
Phase 2 Summary				
PROJECT: On-Call - Task Order #11 2025 Roadway Resurfacing				
Phase 2				
Preliminary Design				
PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	2	\$ 220.00	\$ 440.00	
PROJECT MANAGER	28	\$ 190.00	\$ 5,320.00	
SENIOR ENGINEER	75	\$ 210.00	\$ 15,750.00	
MID LEVEL ENGINEER	136	\$ 127.00	\$ 17,272.00	
SENIOR LANDSCAPE AR	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITEC	0	\$ 95.00	\$ -	
ADMINISTRATIVE	4	\$ 75.00	\$ 300.00	
<b>TOTAL DIRECT LABOR</b>		245 Manhours		<b>\$ 39,082.00</b>
DIRECT COSTS (SPECIFY):				
ITEM	UNIT COST	QUANTITY	TOTALS	
Mileage	\$ 0.67	250	\$ 167.50	
REPRODUCTION	\$ 150.00	0	\$ -	
MAIL & DELIVERY	\$ 50.00	0	\$ -	
TRAVEL	\$ -	0	\$ -	
			\$ -	
<b>Direct Cost Total</b>			<b>\$ 167.50</b>	
SUBCONSULTANTS (LIST):				
SUB CONSULTANT			TOTALS	
			\$ -	
<b>Subconsultant Sub Total</b>			<b>\$ -</b>	
<b>COST AMOUNT FOR PHASE</b>			<b>\$ 39,249.50</b>	



Town of Tyrone				
Phase 3 Summary				
PROJECT: On-Call - Task Order #11 2025 Roadway Resurfacing				
Phase 3				
Final Design				
PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	1	\$ 220.00	\$ 220.00	
PROJECT MANAGER	14	\$ 190.00	\$ 2,660.00	
SENIOR ENGINEER	17	\$ 210.00	\$ 3,570.00	
MID LEVEL ENGINEER	43	\$ 127.00	\$ 5,461.00	
SENIOR LANDSCAPE AR	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITECT	0	\$ 95.00	\$ -	
ADMINISTRATIVE	2	\$ 75.00	\$ 150.00	
<b>TOTAL DIRECT LABOR</b>		77 Manhours		<b>\$ 12,061.00</b>
DIRECT COSTS (SPECIFY):				
ITEM	UNIT COST	QUANTITY	TOTALS	
Mileage	\$ 0.67	0	\$ -	
REPRODUCTION	\$ 150.00	0	\$ -	
MAIL & DELIVERY	\$ 50.00	0	\$ -	
TRAVEL	\$ -	0	\$ -	
			\$ -	
<b>Direct Cost Total</b>			<b>\$ -</b>	
SUBCONSULTANTS (LIST):				
SUB CONSULTANT			TOTALS	
			\$ -	
<b>Subconsultant Sub Total</b>			<b>\$ -</b>	
<b>COST AMOUNT FOR PHASE</b>			<b>\$ 12,061.00</b>	





Town of Tyrone				
Phase 4 Summary				
PROJECT: On-Call - Task Order #11 2025 Roadway Resurfacing				
Phase 4				
Construction Bid and Construction Support				
PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	2	\$ 220.00	\$ 440.00	
PROJECT MANAGER	37	\$ 190.00	\$ 7,030.00	
SENIOR ENGINEER	5	\$ 210.00	\$ 1,050.00	
MID LEVEL ENGINEER	37	\$ 127.00	\$ 4,699.00	
SENIOR LANDSCAPE AR	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITECT	0	\$ 95.00	\$ -	
ADMINISTRATIVE	5	\$ 75.00	\$ 375.00	
<b>TOTAL DIRECT LABOR</b>		86 Manhours	<b>\$</b>	<b>13,594.00</b>
DIRECT COSTS (SPECIFY):				
ITEM	UNIT COST	QUANTITY	TOTALS	
Mileage	\$ 0.67	875	\$ 586.25	
REPRODUCTION	\$ 150.00	0	\$ -	
MAIL & DELIVERY	\$ 50.00	0	\$ -	
TRAVEL	\$ -	0	\$ -	
			\$ -	
<b>Direct Cost Total</b>			<b>\$</b>	<b>586.25</b>
SUBCONSULTANTS (LIST):				
SUB CONSULTANT			TOTALS	
			\$ -	
<b>Subconsultant Sub Total</b>			<b>\$</b>	<b>-</b>
<b>COST AMOUNT FOR PHASE</b>			<b>\$</b>	<b>14,180.25</b>



Town of Tyrone				
Phase 5 Summary				
PROJECT: On-Call - Task Order #11 2025 Roadway Resurfacing				
Phase 5				
Railroad Coordination (If Required)				
PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	4	\$ 220.00	\$ 880.00	
PROJECT MANAGER	20	\$ 190.00	\$ 3,800.00	
SENIOR ENGINEER	29	\$ 210.00	\$ 6,090.00	
MID LEVEL ENGINEER	36	\$ 127.00	\$ 4,572.00	
SENIOR LANDSCAPE AR	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITECT	0	\$ 95.00	\$ -	
ADMINISTRATIVE	10	\$ 75.00	\$ 750.00	
<b>TOTAL DIRECT LABOR</b>		99 Manhours	<b>\$ 16,092.00</b>	
DIRECT COSTS (SPECIFY):				
ITEM	UNIT COST	QUANTITY	TOTALS	
Mileage	\$ 0.67	250	\$ 167.50	
REPRODUCTION	\$ 150.00	0	\$ -	
MAIL & DELIVERY	\$ 50.00	0	\$ -	
TRAVEL	\$ -	0	\$ -	
			\$ -	
<b>Direct Cost Total</b>			<b>\$ 167.50</b>	
SUBCONSULTANTS (LIST):				
SUB CONSULTANT			TOTALS	
			\$ -	
<b>Subconsultant Sub Total</b>			<b>\$ -</b>	
<b>COST AMOUNT FOR PHASE</b>			<b>\$ 16,259.50</b>	





2025 Asphalt Resurfacing PW-2025-01  
Task Order 11?

Road	From	To	Length	Width	Area(Sqft)	Last Paved	Comments
SHAMROCK INDUSTRIAL BLV	ROCKWOOD RD	CLOVER LN	952.1	28	26658.8	2010	Subtract 260 LF recently paved @ address 152
SHAMROCK INDUSTRIAL BLV	MALLORY CT	MCCARTHY CT	965.7	35	33799.5	2002	
SHAMROCK INDUSTRIAL BLV	CLOVER LN	MALLORY CT	1488.7	32	47638.4	2002	
MALLORY CT	SHAMROCK INDUSTRIAL BLV	CUL-DE-SAC	708.5	31	21963.5	2009	
McCARTHY (no surface course)	SHAMROCK INDUSTRIAL BLV	CUL-DE-SAC	780	32	29614.0	2009	Road is missing surface course
DRUM CLIFF CT	CASTLEWOOD RD	YEATS CT	942.9	22	20743.8	1993	
DRUM CLIFF CT	YEATS CT	STRANDHILL RD	1150.2	22	25304.4		
KYLEMORE CT	KYLEMORE PASS	CUL-DE-SAC	162.7	24	3904.8	1993	
KYLEMORE PASS	STRANDHILL RD	KYLEMORE CT	667.2	24	16012.8	1993	
KYLEMORE PASS	KYLEMORE CT	CUL-DE-SAC	299.9	24	7197.6		
YEATS CT	DRUM CLIFF CT	CUL-DE-SAC	766.8	22	16869.6	1993	
CLOVER LN	SHAMROCK INDUSTRIAL BLV	END	265	26	6890.0	2010	

**Culverts to be replaced**

- Kylemore Ct - 36" BCCMP 26 LF
- 215 Drumcliff Ct - 18" BCCMP 31 LF
- 155 Drumcliff Ct - 42" BCCMP 32 LF
- 100 Drumcliff Ct - 18" BCCMP 43 LF

There will not be culverts replaced in the industrial park.