



TOWN COUNCIL MEETING February 17, 2022 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

AGENDA

Social Distancing will be observed, and seating is limited. The meeting can be accessed live at www.tyrone.org/youtube. If you do not plan to attend, please send any agenda item questions or comments to Town Manager Brandon Perkins (bperkins@tyrone.org).

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

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

V. APPROVAL OF AGENDA

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

1. Consideration of an updated inmate agreement between the Town and Fayette County raising the daily inmate house rate from \$50.00 to \$57.60 per inmate per day.
2. Consideration to approve Bethel Church's (c/o Bethel Church of Atlanta, Inc.) Stormwater Management Operations and Maintenance Agreement with the Town of Tyrone.
3. Consideration to approve the updated Field and Facilities Use Agreement with Tyrone Youth Baseball Association for 2022.
4. Consideration to approve the updated Field and Facilities Use Agreement with Tyrone Lazars Soccer Club for 2022.

5. Consideration to approve the Crossroads Christian School Shamrock Park Fun Run. This event will be held on April 30th from 10am-3pm. Rain date will be May 7th. They will be using our stage. This will be a free event open to the public.

6. Approval of Workshop and Regular meeting Minutes from February 3, 2022.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

7. Consideration to approve a Grant agreement between the Town and the Castle Lake Maintenance and Repair Funding Group, Inc. for the purpose of having the Town assist the Funding Group to obtain grant funding for upgrading and maintaining the dam in Castle Lake. ***Dennis Davenport, Town Attorney***

X. NEW BUSINESS

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

XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT



COUNCIL ITEM AGENDA REQUEST FORM

Section VI, Item 1.

Department: Administration

COUNCIL MEETING DATE

February 11, 2022

☐ Workshop ☐ Regular Meeting

☒ Consent Agenda

STAFF CONTACT

Brandon Perkins, Town Manager

Staff Report:

Item Description:

Consideration of an updated inmate agreement between the Town and Fayette County raising the daily inmate house rate from \$50.00 to \$57.60 per inmate per day.

Background/History:

The Fayette County Sheriff's Office houses inmates for every jurisdiction within the County under an official agreement. Under that agreement, each jurisdiction pays the County a fee for this service that covers food and other costs associated with housing arrestees.

Findings/Current Activity:

The current agreement provides that the Town will pay the County \$50.00 per inmate per day. The requested update increases the daily rate to \$57.60 to cover increasing costs for providing this service.

Is this a
budgeted item? ☒ Y ☐ N

If so, include budget line number:

Actions/Options/Recommendations:

Staff recommends approval of the updated agreement.



STEVE RAPSON, County Administrator
140 Stonewall Avenue West, Ste. 100
Fayetteville, Georgia 30214
770-305-5100
rapson@fayettecountyga.gov

January 25, 2022

Brandon Perkins, Town Manager
950 Senoia Road
Tyrone, GA 30290

RE: 2022 Inmate Agreement Update

Brandon,

Enclosed is Fayette County's updated Inmate Agreement to reflect an increase of the inmate day rate from \$50.00 to \$57.60. This rate was based on cost calculations for fiscal year 2020. (Attachment 1)

Please review and return an original signed agreement to my attention at: 140 Stonewall Avenue West, Suite 100, Fayetteville, GA 30214. My office will forward an executed copy in return.

Sincerely,

Steve Rapson, Administrator
Fayette County Board of Commissioners

Enclosures

COUNTY OF FAYETTE**STATE OF GEORGIA****INMATE AGREEMENT**

This Agreement entered into this _____ day of _____, 2022 by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and _____, Georgia, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

WITNESSETH:**ARTICLE I. Purpose**

A. Purpose. This Agreement between Fayette County, hereinafter the "County"; and _____, Georgia, hereinafter the "Confining Jurisdiction," is for establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility." The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

B. Responsibilities. This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

C. Inmate Day Rate.

- 1) The Parties agree that the inmate day rate shall be \$57.60.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A) along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

ARTICLE II. General

A. Funding. The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed

down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund." Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

B. Consistent with Law. Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

C. Scope of Funding Obligation. The County shall assess, and the Confining Jurisdiction agrees to pay, those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

ARTICLE III. Covered Services

A. Bed space. The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

B. Basic needs. The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

C. Unit of service and financial liability. The County will bill the Confining Jurisdiction the number of days the inmate is booked into the Jail Facility excluding the intake day and the discharge day.

D. Interpretive services. The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

ARTICLE IV. Receiving and Discharging Inmates

A. Required activity. Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

B. Restricted release of inmates. The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph (A) of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of habeas corpus.

If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

C. County right of refusal. The County retains the right to refuse acceptance of any inmate found to have a condition that requires medical care beyond the scope of the County's health provider.

ARTICLE V. Medical Services

Access to health care. The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in his or her native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

ARTICLE VI. Period of Performance

This Agreement shall remain in effect until _____, _____. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

ARTICLE VII. Modifications

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.

ARTICLE VIII. Adjusting the Inmate Day Rate

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be January 1 of the following calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

ARTICLE IX. Enrollment, Invoicing, and Payment

A. Invoicing. The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

B. Payment. The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide to the Confining Jurisdiction an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

C. Accounting of County Jail Fund. The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance

Department within ten (10) business days subsequent to the session of court at which these cases were disposed.

ARTICLE X. Indemnification Provisions

A. Indemnification (County). The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

B. Defense of suit (County). In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A) , including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

C. Confining Jurisdiction recovery right. The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

D. Other jail facility. For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction which have been transported to the jail facility by the County.

E. Indemnification (Confining Jurisdiction). The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

F. Defense of suit (Confining Jurisdiction). In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

ARTICLE XI. Financial Records

A. Retention of records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

B. Access to records. The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the County.

ARTICLE XII. Dispute Resolution

A. All Jail Facility Costs. The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.

B. Other Matters. All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
Lee Hearn, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

MAYOR AND COUNCIL OF THE

(SEAL)

By: _____
_____, Mayor

ATTEST:

_____, Clerk

Approved as to form:

_____, Attorney

Fayette County
Calculation of Inmate Daily Rate for Calendar Year 2020
Attachment I

Calculation of the Inmate Day Rate:		
Total Annual Cost for FY 2021		\$ 7,967,919.42
Jail Operations	\$ 7,859,447.12	
Jail Capital	\$ 108,472.30	
Number of Days in Year		365
Average Daily Cost for FY 2021		\$ 21,829.92
Average Daily Inmate Population FY2020 Population used for FY2021		260
Calculated Inmate Day Rate		\$83.96
Calculated Reduced Inmate Day Rate (68.6% of the Adjusted Inmate Day Rate - per 2002 Inmate Agreement)		\$ 57.60



COUNCIL ITEM AGENDA REQUEST FORM

Section VI, Item 2.

Department: Public Works

COUNCIL MEETING DATE

February 17, 2022

STAFF CONTACT

Devon Boullion, Environmental Specialist

Staff Report:

Item Description:

Consideration to approve Bethel Church's (c/o Bethel Church of Atlanta, Inc.) Stormwater Management Operations and Maintenance Agreement with the Town of Tyrone.

Background/History:

Per the Town of Tyrone's Development Regulations, new developments are required to construct and maintain on-site stormwater management facilities in order to protect the health, safety, and welfare of the Town of Tyrone's residents. The agreement establishes the property owner's inspection and maintenance responsibilities, as well as the Town's right to inspect the facilities and require maintenance in accordance with the both the agreement and applicable standards from the latest edition of the Georgia Stormwater Management Manual.

Findings/Current Activity:

Pending council approval, the agreement shall be recorded among the deed records of the Clerk of the Superior Court of Fayette County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

Is this a
budgeted item?

Y

☐

N

☒

If so, include budget line number:

Actions/Options/Recommendations:

Staff recommends authorizing Mayor Dial to execute the Agreement between Bethel Church (c/o Bethel Church of Atlanta, Inc.) and the Town of Tyrone for the purpose of finalizing the agreement prior to the issuance of the certificate of occupancy for the facility.

STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT
Town of Tyrone, Georgia

THIS AGREEMENT, made and entered into this 17 day of February,
 2022, by and between (insert full name of owner)

BETHEL CHURCH OF ATLANTA, INC.

his/her successors and assigns, including but not limited to any homeowners association,
 commercial developer, holder of any portion of the below described property, and/or similar
 (hereinafter the "Property Owner"), and the Town of Tyrone, Georgia (hereinafter the "Town").

W I T N E S S E T H

WHEREAS, the Property Owner is the owner of certain real property described as
 (Fayette County Tax Map/Parcel Identification Number) 0727028

and recorded by deed in the land records of Fayette County, Georgia, Deed Book 4404 page
0472-0474, and Plat Book 100, page 266, and more particularly described on the
 attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the Property Owner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan/Development known
 as (insert name of plan/development)

BETHEL CHURCH ATLANTA - RETREAT CENTER BARN

(hereinafter the "Plan"), which is expressly made a part hereof, as approved or to be approved by
 the Town, provides for detention and/or management of stormwater within the confines of the
 Property; and

WHEREAS, the Town and the Property Owner agree that the health, safety, and welfare
 of the residents of the Town of Tyrone, Georgia, require that on-site stormwater management
 facilities be constructed and maintained on the Property; and

WHEREAS, the Land Development Regulations for the Town of Tyrone require that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Property Owner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1.

The on-site stormwater management facilities shall be constructed by the Property Owner in accordance with the plans and specifications identified in the Plan.

2.

The Property Owner shall maintain the facility or facilities in good working condition acceptable to the Town and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit "B".

3.

The Property Owner hereby grants permission to the Town, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the Town deems necessary. Whenever possible, the Town shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of the Town to allow the Town to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit "C" and by reference made a part hereof.

4.

In the event the Property Owner fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the Town and in accordance with the maintenance schedule incorporated in this Agreement, the Town, with due

notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the Town to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the Town.

5.

In the event the Town, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the Town within thirty (30) days of receipt thereof for all the costs incurred by the Town hereunder. If not paid within the prescribed time period, the Town shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the Town as a result of the Property Owner's failure to maintain the facility or facilities.

6.

It is the intent of this Agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by stormwater runoff.

7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be

removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

8.

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report, attached to this Agreement as Exhibit "D" and by this reference made a part hereof, for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

9.

The Property Owner hereby indemnifies and holds harmless the Town and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Town from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the Town. In the event a claim is asserted against the Town or its authorized agents or employees, the Town shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the Town or its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

10.

This Agreement shall be recorded among the deed records of the Clerk of the Superior Court of Fayette County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

11.

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

12.

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized official, this Agreement.

**PROPERTY OWNER
CORPORATION**

Name of Corporation: BETHEL CHURCH OF ATLANTA, INC., A Georgia Corporation
Printed or Typed Name

By: Lauren Brownlee
Signature

Lauren Brownlee
Typed or Printed Name

Title: Senior Leader

Attest: [Signature]
Signature of Witness

Dan Weber
Typed or Printed Name

Title: SENIOR LEADERSHIP

(CORPORATE SEAL)

TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

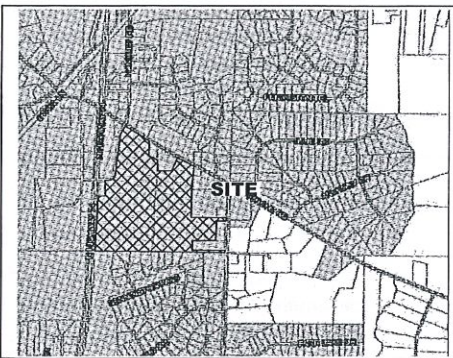
(TOWN SEAL)

Attachments:

- | | |
|------------|---|
| Exhibit A. | Plat and Legal Description |
| Exhibit B. | Maintenance and Inspection Schedule |
| Exhibit C. | Permanent Water Quality BMP and Access Easement Agreement |
| Exhibit D. | Example Operation and Maintenance Inspection Report |

Type: PLAT EFILED
 Recorded: 4/24/2020 2:53:00 PM
 Fee Amt: \$10.00 Page 1 of 1
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court
 Participant ID: 3107496656
 BK 100 PG 266

Section VI, Item 2.



VICINITY MAP
 VICINITY MAP
 NOT TO SCALE

PROPERTY ADDRESS

PARCEL ID:
 0727 013, 0727 018 &
 0727 028
 928 TYRONE RD
 TYRONE, GEORGIA

NOTES

THE SURVEY SHOWN HEREON WAS PREPARED WITHOUT BENEFIT OF ANY ABSTRACT OF TITLE; JAMES F. HIGGINS AND INTEGRATED SCIENCE & ENGINEERING, INC. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS.

THE PROJECT HORIZONTAL DATUM IS RELATIVE TO THE NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT, PROJECTED TO THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER), UNLESS NOTED OTHERWISE.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURE IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURE NOT SHOWN MAY BE ENCOUNTERED. THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

FLOOD NOTE

GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS DEPICTED TO LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE AND IS DEPICTED AS ZONE X AS DEFINED BY THE F.E.M.A FLOOD URANCE RATE MAP OF FAYETTE COUNTY, GEORGIA AND INCORPORATED AREAS MAP NUMBER 1302077E, EFFECTIVE DATE 9/26/08.

PLAT REFERENCES

BOUNDARY SURVEY OF 928 TYRONE ROAD, PREPARED BY INTEGRATED SCIENCE & ENGINEERING, DATED 7/31/19.
 BOUNDARY SURVEY OF 928 TYRONE ROAD, PREPARED BY FOUR CORNERS SURVEYING DATED 28/19.
 BOUNDARY SURVEY OF 362 FARR ROAD, PREPARED W.S. BODKIN SURVEYING L.L.C., DATED 03/01/16.

CERTIFICATION

REQUIRED BY SUBSECTION (C) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS ON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT LIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF AT LEAST ONE FOOT IN 10,000 FEET, AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS COMPUTED USING LEAST SQUARES. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND TO BE ACCURATE WITHIN ONE FOOT IN 1,236,627 FEET. FIELD WORK PERFORMED: 7/29/19 DATE OF PLAT PREPARATION: 2/27/20. EQUIPMENT UTILIZED: LEICA TS12 P 3".

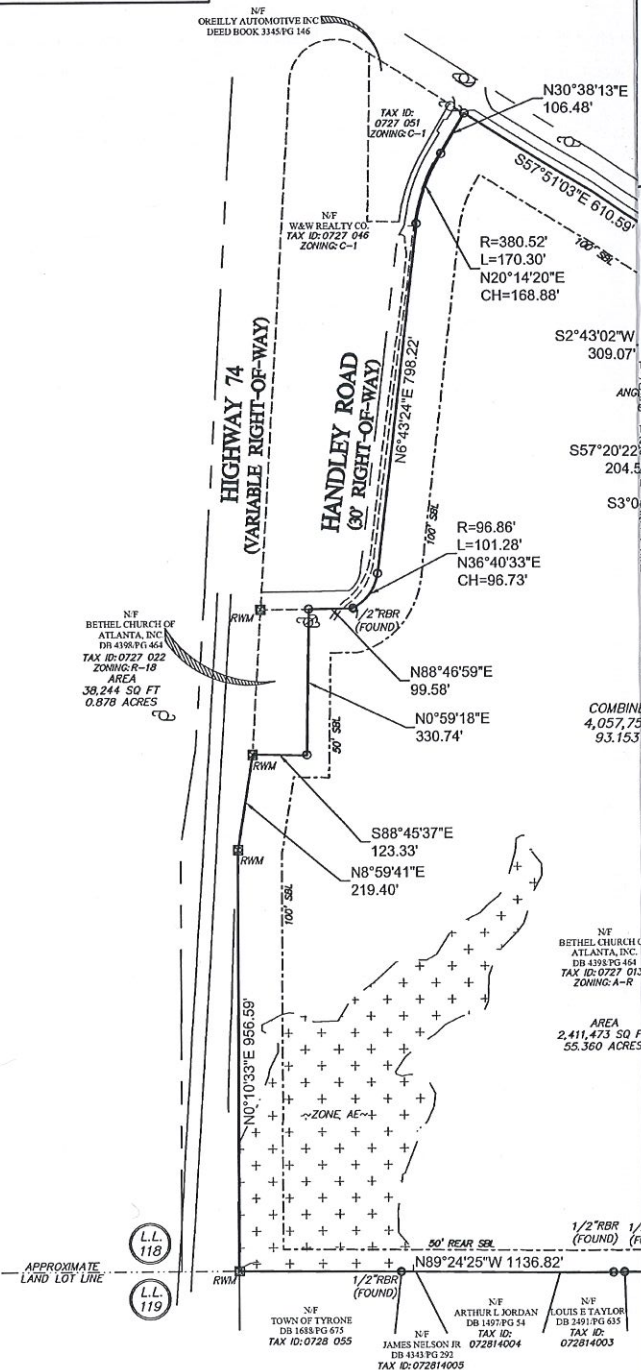
COMBINATION PLAT OF:
 PARCELS 0727 013, 0727 018 & 0727 028
 TYRONE, GA.

PREPARED FOR:
 BETHEL CHURCH OF ATLANTA, INC.
 LAND LOT 118, 7TH DISTRICT, CITY OF TYRONE, FAYETTE COUNTY, GEORGIA



DRAWING NO.
 1527.1901_COMBO

SHEET NO.
 1 of 1



LEGEND

- PROPERTY LINE
- - - ADJOINER LINE
- RIGHT-OF-WAY LINE
- FENCE
- IRON PIN FOUND AS NOTED
- PROPERTY CORNER
- RBR REBAR
- IPS IRON PIN SET
- OTF OPEN TOP PIPE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N/F NOW OR FORMERLY
- RBC HALF INCH REBAR WITH CAP
- RAV RIGHT-OF-WAY
- PROPERTY LINE
- SBL SETBACK LINE

FINAL PLAT
 TOWN ENGINEER
 MAYOR
 OWNER
 TOWN CLERK



Doc ID: 009803030003 Type: WD
 Recorded: 12/31/2015 at 10:20:00 AM
 Fee Amt: \$1,269.00 Page 1 of 3
 Transfer Tax: \$1,255.00
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court

BK **4404** PG **472-474**

Return to:

Warner, Hooper & Ramsey, P.C.
 900 Westpark Drive – Suite 210
 Peachtree City, Georgia 30269

STATE OF GEORGIA

COUNTY OF FAYETTE

LIMITED WARRANTY DEED

This indenture made this **29th** day of **December, 2015**, between **PATRICIA L. VAILLANCOURT**, as party of the first part, hereinafter called Grantor, and **BETHEL CHURCH OF ATLANTA, INC.**, a Georgia non-profit corporation, as party of the second part, hereinafter called Grantee (the word "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH: that Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lot 118 of the 7th District in the, Fayette County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

To have and to hold the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

And the said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever, claiming by, through or under Grantor.

In witness whereof, the Grantor has signed and sealed this deed, the day and year above written.


 PATRICIA L. VAILLANCOURT

Signed, sealed and delivered
 in the presence of:


 Unofficial Witness


 Notary Public

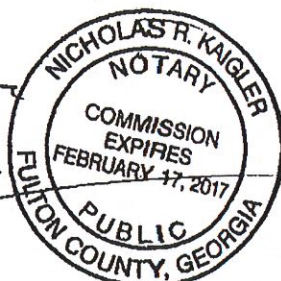


EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in Land Lot 118 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin located on the West right-of-way of Farr Road (80 foot right-of-way), 105.39 feet South of the intersection of the westerly right-of-way of Farr Road and the southerly right-of-way of Tyrone Road; run thence South 01 degrees 10 minutes 51 seconds West along the West right-of-way of Farr Road 378.94 feet to an iron pin; run thence North 89 degrees 32 minutes 55 seconds West 208.80 feet to an iron pin; run thence South 00 degrees 21 minutes 59 seconds West 208.80 feet to an iron pin; run thence North 89 degrees 54 minutes 00 seconds West 532.17 feet to an iron pin; run thence North 00 degrees 22 minutes 10 seconds East 586.40 feet to an iron pin; run thence South 89 degrees 54 minutes 00 seconds East 746.33 feet to an iron pin and the point of beginning.

Said parcel being the same property as depicted on that certain survey prepared for Gary E. Vaillancourt and Patricia L. Vaillancourt, dated August 22, 1997, by Jefferson Consultants, Job No. 970813, which survey is recorded in Plat Book 29, Page 165, in the office of the Clerk of Superior Court of Fayette County, Georgia.

TOGETHER WITH:

TRACT 2:

All that tract or parcel of land lying and being in Land Lot 118 of the 7th District of Fayette County, Georgia consisting of 34.279 acres according to a plat of survey prepared for Gary E. Vaillancourt and Patricia L. Vaillancourt by Larry C. Shimshick registered land surveyor, Jefferson Consultants dated July 28, 1995, recorded in Plat Book 26, Page 166, in the office of the clerk of Superior Court of Fayette County, Georgia, which plat is by this reference incorporated herein and made a part hereof for a more particular description of the metes, bounds, courses, and distances of said property, and in accordance with said plat, said property is more particularly described as follows: BEGINNING at an iron pin located at the intersection of the South Land Lot line of Land Lot 118 and the Westerly right-of-way line of Farr Road (80 foot right-of-way), thence running South 87 degrees 42 minutes 54 seconds West a distance of 744.99 feet to an iron pin found; thence running South 89 degrees 17 minutes 00 seconds West 746.66 feet to an iron pin found; thence running North 00 degrees 12 minutes 00 seconds East 1693.34 feet to an iron pin found; thence running South 89 degrees 40 minutes 07 seconds East a distance of 353.99 feet to an iron pin found; thence running South 17 degrees 30 minutes 49 seconds West a distance of 209.42 feet to an iron pin found; thence running North 89 degrees 31 minutes 33 seconds East a distance of 460.50 feet to an iron pin found; thence running South 00 degrees, 24 minutes, 51 seconds West a distance of 743.27 feet to an iron pin set; thence running South 89 degrees 47 minutes 29 seconds East a distance of 532.69 feet to an iron pin found; thence running South 89 degrees 47 minutes 29 seconds East a distance of 208.10 feet to an iron pin found on the West right-of-way line of Farr

23

Road; thence running South 00 degrees 07 minutes 58 seconds East along the West right-of-way line of Farr Road a distance of 59.72 feet to an iron pin found; thence running North 89 degrees 49 minutes 29 seconds West a distance of 207.44 feet to an iron pin found; thence running South 00 degrees 14 minutes 12 seconds West a distance of 419.63 feet to an iron pin found; thence running North 89 degrees 47 minutes 52 seconds West a distance of 535.07 feet to an iron pin found; thence running South 00 degrees 34 minutes 10 seconds West a distance of 203.15 feet to an iron pin found; thence running North 87 degrees 44 minutes 08 seconds East a distance of 745.09 feet to an iron pin found on the West right-of-way line of Farr Road; thence running South 00 degrees 08 minutes 40 seconds West along the West right-of-way line of Farr Road a distance of 59.86 feet to THE POINT OF BEGINNING.

TOGETHER WITH all of Grantor's right, title, and interest to that certain sixty-foot wide ingress and egress easement which is more particularly described as follows:

All that tract of parcel of land lying and being in Land Lot 118 of the 7th District of Fayette County, Georgia and being described as follows:

To find the TRUE POINT OF BEGINNING, being at an iron pin located at the intersection of the South Land Lot line of Land Lot 118 and the Westerly right-of-way line of Farr Road (80 foot right-of-way), thence running South 87 degrees 42 minutes 54 seconds West a distance of 744.99 feet to an iron pin found; thence running South 89 degrees 17 minutes 00 seconds West 746.66 feet to an iron pin found; thence running North 00 degrees 12 minutes 00 seconds East 1693.34 feet to an iron pin found; thence running South 89 degrees 40 minutes 07 seconds East a distance of 353.99 feet to an iron pin found, this being known as THE TRUE POINT OF BEGINNING. And from said TRUE POINT OF BEGINNING, thence running North 17 degrees 30 minutes 49 seconds West a distance of 286.45 feet to a point located on the Southwesterly right-of-way line of Tyrone Road (80 foot right-of-way), thence running North 64 degrees 05 minutes 32 seconds West along the Southwesterly right-of-way of Tyrone Road a distance of 60.65 feet to a point; thence running South 17 degrees 30 minutes 49 seconds West a distance of 313.86 feet to a point; thence running South 89 degrees 40 minutes 07 seconds East a distance of 62.80 feet to THE TRUE POINT OF BEGINNING; said easement for ingress and egress being the same as the easement contained in a Warranty Deed from James W. Dempsey and Opal L. Dempsey to C.A. Rafter Co., Inc. dated September 30, 1981, recorded October 10, 1981 in Deed Book 246 at page 358, Fayette County, Georgia records.


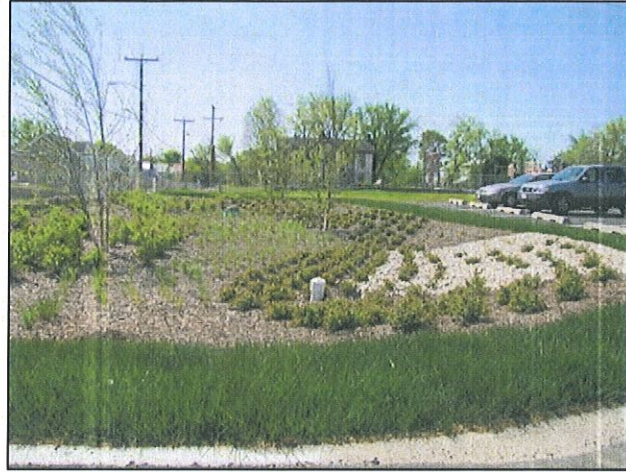


EXHIBIT B
PAGE 1 of 4

**OPERATION AND MAINTENANCE
INSPECTION REPORT FOR STORMWATER
MANAGEMENT SYSTEM**

Bioretention Areas

A bioretention area is a shallow stormwater basin or landscaped area with well-draining soils, generally composed of sand, fines, and organic matter, and vegetation to capture and treat stormwater runoff. The basin or main treatment area of the bioretention area includes plants to aid in the filtration and infiltration of the stormwater flowing through the practice. An underdrain may be placed in the bioretention area to collect runoff that has filtered through the soil layers and pipe it to the storm sewer system or a nearby water body.



There are some common problems to be aware of when maintaining a bioretention area. They include, but are not limited to, the following:

- Sediment build-up
- Clogging in the inlet and outlet structure
- Establishing vegetation within the bioretention area
- Clogging the underdrain (if applicable)
- Mosquitoes breeding in the practice
- Ant mounds
- Maintaining the proper pH levels for plants
- Pruning and weeding to maintain appearance

Routine maintenance should be performed on the bioretention areas to ensure that the structure is functioning properly. Note that during the first year the bioretention area is built, maintenance may be required at a higher frequency to ensure the proper establishment of vegetation in the practice.

In addition to routine maintenance, bioretention areas have seasonal and intermittent maintenance requirements. For example, the following are maintenance activities and concerns specific to winter months. Planting material should be trimmed during the winter, when the plants are dormant. In the event of snow, ensure that snow does not pile up in the bioretention area. Accumulated snow adds additional weight and may compact the bioretention area soil, which would reduce its infiltration capacity. In addition, check to make sure that the materials used to de-ice the surrounding areas stay out of the practice to avoid clogging and further pollution.

Bioretention areas should be inspected after a large rainstorm. Keep drainage paths, both to and from the BMP, clean so that the water can properly infiltrate into the ground. Note that it might take longer for the water to infiltrate into the ground during the winter months and early spring. Mulch the practice

Operations & Maintenance Guidance Document

as needed to keep a thickness of 3-4 inches. Shredded hardwood mulch is preferred, and care should be taken to keep the mulch from piling on the stems of the plants. For more information on vegetation in bioretention areas, see Appendix D: Planting and Soil Guidance.

If the bioretention area is not draining properly, check for clogging of the inflow and outflow structures as well as the infiltration rate of the soil media. If the soil is not draining properly, it could be clogged or over-compacted. In a bioretention area, the media is likely to become clogged at the mulch or upper layer of the soil first. If the media is clogged or over-compacted, then the media should be replaced. Potential sources of excessive sediment that could clog the media include ant mounds and unstable soil upstream of the practice. Possible sources of compaction are vehicles, such as tractors, traveling through the practice. If the practice includes an underdrain, a structural repair or cleanout to unclog the underdrain may be necessary.

In order to keep the water that exits the bioretention area clean, fertilizers should only be used sparingly during the establishment of the practice. Once the vegetation in the practice has been established, fertilizers should not be used. While vegetation in the bioretention area is important, the primary purpose of a bioretention area is to act as a water quality device and introducing fertilizers into the bioretention area introduces nutrients such as phosphorus and nitrogen that can pollute downstream waters. In addition, bioretention areas should already be a nutrient rich environment that does not require fertilization. To control animal nuisances and invasive species, pesticides (including herbicides, fungicides, insecticides, or nematode control agents) should be used sparingly and only if necessary.

If designed correctly, there is no danger of bioretention areas becoming a breeding ground for mosquitoes. A mosquito egg requires 24-48 hours to hatch. In addition, it takes 10-14 more days for the larvae to develop and become an adult. By having a bioretention area that drains properly, it is unlikely that a bioretention area would provide a habitat that could become a breeding area for mosquitoes. Should the bioretention area become a breeding ground for mosquitoes, the problem is likely with the soil media or the overflow structure which may need to be addressed.

The table below shows a schedule for when different maintenance activities should be performed on the bioretention area.

Bioretention Area Typical Routine Maintenance Activities and Schedule

Activity	Schedule
<ul style="list-style-type: none"> • Prune and weed to maintain appearance. • Dissipate flow when erosion is evident. • Remove trash and debris. • Remove sediment and debris from inlets and outlets. • Remove and replace dead or damaged plants. • Mow around the bioretention area as necessary, ensuring grass clippings are not placed in the practice. • Observe infiltration rates after rain events. Bioretention areas should have no standing water within 24 hours of a storm event. • Inspect for evidence of animal activity. 	<p>As needed or 4 times during growing season</p>

Operations & Maintenance Guidance Document

Activity	Schedule
<ul style="list-style-type: none"> Inspect for erosion, rills, or gullies and repair. Inspect filter strip/grass channel for erosion or gullying, if applicable. Re-seed or sod as necessary. Inspect trees and shrubs to evaluate their health, and remove and replace any dead or severely diseased vegetation. Obtain a mulch depth of at least 3 to 4 inches should be inspected and obtained. Additional mulch should be added as necessary. 	Semi-annually in spring and fall
<ul style="list-style-type: none"> Trim planting material. Inspect for snow accumulation. 	As needed or during winter months
<ul style="list-style-type: none"> Test the planting soils for pH levels. Consult with a qualified licensed Professional to determine and maintain the proper pH levels. 	Annually
<ul style="list-style-type: none"> Replace/repair inlets, outlets, scour protection or other structures as needed. Implement plant maintenance plan to trim and divide perennials to prevent overcrowding and stress. Check soil infiltration rates to ensure the bioretention area soil is draining the water at a proper rate. Re-aerate or replace soil and mulch layers as needed to achieve infiltration rate of at least 0.5 inches per hour. 	2 to 3 years



EXHIBIT "C"

PERMANENT WATER QUALITY BMP AND
ACCESS EASEMENT AGREEMENT
Town of Tyrone, Georgia

THIS EASEMENT granted this 17 day of February, 2022,
between the Property Owner BETHEL CHURCH OF ATLANTA, INC. as party of the
first part, hereinafter referred to as Grantor, and the TOWN OF TYRONE, a political subdivision
of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH

That Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid
at and before the sealing and delivery of this easement and in consideration of the agreements
and covenants contained in this document and the Stormwater Management Inspection and
Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an
easement in and to that portion of the property shown on Exhibit "A" to the Stormwater
Management Inspection and Maintenance Agreement, as shown and identified on the plat
attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance
activities to the Water Quality Best Management Practice (BMP) facility, and to prevent
development of the property within the easement following issuance of the Certificate of
Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without
written permission from the Town of Tyrone, Georgia. This easement is required by the
provisions of the Stormwater Management Inspection and Maintenance Agreement executed by
and between the Grantor and Grantee.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized official, this Agreement.

**PROPERTY OWNER
CORPORATION**

Name of Corporation: BETHEL CHURCH OF ATLANTA, INC., A Georgia Corporation
Printed or Typed Name

By: Lauren Brownlee
Signature

Attest: [Signature]
Signature of Witness

Lauren Brownlee
Typed or Printed Name

DAN WEBER
Typed or Printed Name

Title: Senior Leader

Title: SENIOR LEADERSHIP

(CORPORATE SEAL)

TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Attachments:

EXHIBIT C.1 - OVERALL GRADING PLAN, SHEET C300
EXHIBIT C.2 - AS-BUILT POND CERTIFICATION LETTER, 1/26/2022

1. THE TOWN SHALL BE ALLOWED TO ACCESS THE PROPERTY FOR STORMWATER INSPECTION PURPOSES VIA THE EXISTING DRIVEWAY AND THE PROPERTY OWNER SHALL TAKE NECESSARY MEASURES TO ALLOW TOWN STAFF TO ACCESS THE PROPERTY AND INSPECT STORMWATER FEATURES (PER THE TERMS OF THE AGREEMENT)
2. THE PROPERTY OWNER SHALL MAINTAIN SUFFICIENT ACCESS TO THE STORMWATER FEATURES AS NEEDED FOR MAINTENANCE AND INSPECTION.

NO. REVISION 0001 34
WEN PROVIDED 2125 OF
TOP OF SOL. MEDIA 864.6
DEPTH OF SOL. MEDIA 78 INCHES
DEPTH OF WISHED IN STORE 4 INCHES
DEPTH OF WISHED 207 BOND 8 INCHES
BOTTOM OF SPIN 841.0
WASH SHELL PAVE 1 FT BOND CONSTRUCTED
AND NO. PERMETER.

N/F
BETHEL CHURCH
ATLANTA, INC
DB 43898/PG 46
JAX ID:0727 0

EX. BARN

TENT SITE ALREADY
CONSTRUCTED

EX.
STRUCTURE
FFE =
±966.13

END REVISION SHEET 2
NOV PROPOSED: 127 OF
TOP OF SOL. MED. SANDS
DEPTH OF SOL. MED. SANDS 6 INCHES
DEPTH OF WASHED R/L STONE 4 INCHES
DEPTH OF WASHED R/L STONE 6 INCHES
BOTTOM OF SAND: 143.17
BIRM SHALL HAVE 1 FT BIRM CONSTRUCTION

$$FFE = 968.5$$

NF
BETHEL CHURCH OF
ATLANTA INC.
DB 4794PG 1
TAX ID: 0727 028



January 26, 2022

Ms. Devon Boullion, Environmental Specialist
Town of Tyrone
950 Senoia Rd
Tyrone, Georgia 30290

RE: As-Built Pond Certification Letter
Bethel Church
362 Farr Road
Tyrone, Georgia

Ms. Boullion:

The purpose of this letter is to present the As-Built Pond Certification information for the above-referenced project in accordance with the Town of Tyrone requirements. Approved Construction Plans for the site are dated October 18, 2019 and the approved Hydrology and Hydraulic Design report for the facility is dated November 5, 2019. ISE has visually inspected the stormwater management facilities that were installed at the site as part of this development.

Water Quality Treatment

Generally, the portion of the property developed as part of this development, drains North to Southwest to an existing wet pond in the center of the property before ultimately draining to an unnamed tributary of Flat Creek. In order to satisfy the Water Quality requirements for this site, three Bio Retention Basins were designed to provide the necessary Runoff Reduction Volume (RRv). Due to topography and a conflict in the field, Bio Retention Basin 3 was split into 2 separate Bio Retention Basins and relocated to better capture the impervious surfaces from this project. This split and relocation came at the direction of ISE and the new Bio Retention Basins 3A and 3B together contain the same or greater amount of volume than the original Basin 3. The Bio Retention Basins are composed of a combination of layers of soil media, #8 stone, and #57 stone and is topped with a layer of mulch and planted with a wetland seed mix.

EXHIBIT C.2
BETHEL CHURCH OF ATLANTA
PAGE 2 OF 3

Operations and Maintenance Plan

Long-term operation and maintenance shall be performed by the Owner in accordance with the manufacturer's written specification for each component of the overall stormwater management system, as detailed in the Operations & Maintenance Manual as well as in accordance with the Georgia Stormwater Management Manual.

Detailed Operation and Maintenance recommendations for Bio Retention Ponds should be referenced directly in the Georgia Stormwater Management Manual, latest edition. Specific information regarding the operation and maintenance for these structural controls is provided in the following below. Please see Appendix E of the Georgia Stormwater Management Manual for the Operation & Maintenance Inspection Report for Stormwater Management Ponds.

Typical Maintenance Activities for Bio Retention Ponds

Activity	Schedule
<ul style="list-style-type: none"> • Prune and weed to maintain appearance. • Dissipate flow when erosion is evident. • Remove trash and debris. • Remove sediment and debris from inlets and outlets. • Remove and replace dead or damaged plants. 	As needed or 4 times during growing season
<ul style="list-style-type: none"> • Mow around the bioretention area as necessary ensuring grass clippings are not placed in the practice. • Observe infiltration rates after rain events. Bio retention areas should have no standing water within 48 hours of a storm event (though 24 hours is more desirable). • Inspect for evidence of animal activity. 	
<ul style="list-style-type: none"> • Inspect for erosion, rills, or gullies and repair. • Inspect filter strip/grass channel for erosion or gullyng, if applicable. Re-seed or sod as necessary. • Inspect trees and shrubs to evaluate their health, and remove and replace any dead or severely diseased vegetation. • Obtain a mulch depth of atleast 3 to 4 inchess should be inspected and obtained. Additional mulch should be added as necessary. 	Semi-annually in spring and fall
<ul style="list-style-type: none"> • Trim planting material. • Inspect for snow accumulation. 	As needed or during winter months

EXHIBIT C.2
BETHEL CHURCH OF ATLANTA
PAGE 3 OF 3

Bethel Church – As-Built Pond Certification Letter
 January 26, 2022
 Page 3 of 3

<ul style="list-style-type: none"> Test the planting soils for pH levels. Consult with a qualified licensed Professional to determine and maintain the proper pH levels. 	Annually
<ul style="list-style-type: none"> Replace/repair inlets, outlets, scour protection or other structures as needed. Implement plant maintenance plan to trim and divide perennials to prevent overcrowding and stress. Check soil infiltration rates to ensure the bioretention area is draining the water at a proper rate. Re-aerate or replace soil and mulch layers as needed to achieve infiltration rate of at least 0.5 inches per hour. 	2 to 3 years

Certification Statements

ISE observed the installation of these Bio Retention Basins and determined that they are installed within the design parameters set forth in the approved Construction Plans. The facilities are built in accordance with design documents and are clean and free of sediment and debris and are sized to accommodate the required Runoff Reduction Volume for this development. I certify that each Bio Retention Basin has been built as designed and will function properly.

Closure

ISE is pleased to present this data on behalf of Bethel Church and Carlisle. Please feel free to contact the undersigned with any questions or comments, or if you require any additional information.

Sincerely,
INTEGRATED SCIENCE & ENGINEERING, INC.



 Jason L. Walls, P.E.
 Principal Engineer



EXHIBIT D
BETHEL CHURCH OF ATLANTA,
INC.
 pg 1 of 2

Operations & Maintenance Guidance Document

Bioretention Area					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet Structure					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.					
Area around the inlet structure is mowed and grass clippings are removed.					
No evidence of gullies, rills, or excessive erosion around the inlet structure.					
Water is going through structure (i.e. no evidence of water going around the structure).					
Diversion structure (high flow bypass structure or other) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type.					
Pretreatment (choose one)					
Forebay – area is free of trash, debris, and sediment.					
Weir – area is free of trash, debris, and sediment is less than 25% of the total depth of the weir.					
Filter Strip or Grass Channels – area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion.					
Rock Lined Plunge Pools – area is free of trash debris and sediment. Rock thickness in pool is adequate.					
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					

Bioretention Area					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
No evidence of long-term ponding or standing water in the ponding area of the practice (examples include: stains, odors, mosquito larvae, etc).					
Structure seems to be working properly. No settling around the structure. Comment on overall condition of structure.					
Vegetation within and around practice is maintained per landscaping plan. Grass clippings are removed.					
Mulching depth of 3-4 inches is maintained. Comment on mulch depth.					
Native plants were used in the practice according to the planting plan.					
No evidence of use of fertilizer on plants (fertilizer crusting on the surface of the soil, tips of leaves turning brown or yellow, blackened roots, etc.).					
Plants seem to be healthy and in good condition. Comment on condition of plants.					
Emergency Overflow					
Emergency overflow is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Outlet Structure					
Outlet structure is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Results					
Overall condition of Bioretention Area:					
Additional Comments					
Notes: *If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					



COUNCIL ITEM AGENDA REQUEST FORM

Section VI, Item 3.

Department: Finance

COUNCIL MEETING DATE

2/20/2022

STAFF CONTACT

Rebecca Brock

Staff Report:

Item Description:

Baseball Contract for 2022

Background/History:

Findings/Current Activity:

Due to rising costs of maintenance for the park, planned improvements, and to keep in line with other cities and county's the fee has been raised from \$2,000 to \$3,000. This was a request from Town Manager Brandon Perkins.

Is this a
budgeted item?

Y

☐

N

☐

If so, include budget line number:

Actions/Options/Recommendations:

Staff Recommends the approval of this contract.

**Youth Sports Association Facility Agreement
Tyrone Youth Baseball Association
and
The Town of Tyrone**

GENERAL

1. The **Tyrone Youth Baseball Association** agrees to provide a **RECREATIONAL** youth sports program as a service for the Town of Tyrone. In return for providing the youth sports program and for fulfilling the other requirements of this Agreement, the Town hereby waives other, usual fees for field usage routinely charged to other non-affiliated organizations.

2. The term of this Agreement will begin **January 1, 2022** and continue through **December 31, 2022**. Should both parties agree, a new agreement, with substantially the same terms and conditions, as this Agreement may be entered into at the conclusion of the term of this Agreement. If either party desires to enter into a new agreement, said party shall provide notice to the other party at least thirty (30) days prior to the termination of this Agreement.

3. The Town agrees to authorize the **Tyrone Youth Baseball Association** to use the field(s) and facilities on a non-exclusive basis to conduct a baseball program at the following locations: Handley Park Baseball Fields & Concession Stand/Restrooms hereinafter referred to as the "Facility".

For purposes of this agreement, **Tyrone Youth Baseball Association** baseball program is designed as a program where all children who register under existing **Tyrone Youth Baseball Association** guidelines will be able to play on a team that matches their age and ability. This agreement also covers other State of Georgia sponsored youth sports, such as traveling teams, and All Star teams. As such, these programs fall under the same policies of this agreement.

4. The **Tyrone Youth Baseball Association** must provide, prior to the beginning of its playing season, to the town of Tyrone's Recreation Department the current versions of:

- (a) A current list of Board of Directors and Association Officers, a set of by-laws, with amendments, if applicable
- (b) A current roster of participants, to show how many youths registered, their ages and where they reside i.e. city and county.
- (c) Proof of liability insurance/certificate of insurance coverage insuring **Tyrone Youth Baseball Association** with The Town of Tyrone named as an additional insured. Coverage should include, at a minimum:
 - I. one million dollars (\$1,000,000) of Commercial General Liability on an occurrence basis with not less than \$1,000 deductible per incident or claim; and
 - II. one hundred thousand dollars (\$100,000) of coverage per participant accident.

5. The **Tyrone Youth Baseball Association** shall require all coaches, assistant coaches and managers to be certified through the National Youth Sports Coaches Associations (NYSCA), and require all coaches, assistant coaches and managers to have proof of such certification when utilizing the Town of Tyrone facilities in their official capacity. The **Tyrone Youth Baseball Association** shall also require all coaches, assistant coaches, and managers to comply with the rules and requirements of their governing organizations. The Town of Tyrone Recreation Department may request Proof of NYSCA Certification at any time.

6. The **Tyrone Youth Baseball Association** will provide the Town of Tyrone Recreation Department with notice and location of all board meetings including called or specially called meetings and copies of minutes of all regular meetings, and all annual or special called meetings of the officers, Board of Directors or general membership within 30 days of each meeting. In addition, the Association shall provide to the Town copies of any newsletters or special correspondence to membership.

7. The **Tyrone Youth Baseball Association** shall provide to the Town of Tyrone within three (3) calendar days a preliminary written record of any incidents during their activities involving any parent, coach, or official. This shall be followed by written record within three (3) calendar days of resolution of, or action taken by, the **Tyrone Youth Baseball Association** concerning such incidents.

8. The **Tyrone Youth Baseball Association** shall put forth reasonable efforts to control the behavior of participants and spectators during each **Tyrone Youth Baseball Association** event. The **Tyrone Youth Baseball Association** agrees to exercise reasonable efforts to ensure that the behavior of the coaches, parents, officials, and youth is appropriate, and, to that end, the **Tyrone Youth Baseball Association** agrees to distribute for each coach and each parent whose child participates in the baseball program a code of ethics for coaches and parents to follow. Additional copies may be posted online or at the recreational fields and facilities for reference.

9. The **Tyrone Youth Baseball Association** agrees to indemnify and hold harmless the Town of Tyrone from any injuries of any kind to any person or damages to any property which occur while attending or participating in **Tyrone Youth Baseball Association** activities on the Town's property absent of a clear showing of negligence on the part of the Town.

10. To the extent permitted by law, The Town of Tyrone agrees to indemnify and hold harmless the **Tyrone Youth Baseball Association** from and against any claim alleging damages which are based upon or attributable to a breach by the Town of any of its obligations set forth in this agreement.

11. The **Tyrone Youth Baseball Association** IS REQUIRED TO CONDUCT BACKGROUND CHECKS FOR ALL COACHES, ASSISTANT COACHES and MANAGERS INVOLVED WITH THE **Tyrone Youth Baseball Association**. These background checks must be in accordance with the adopted Background Check Policy set by the Town of Tyrone and facilitated by the Town of Tyrone Recreational Department. The appropriate background check form will be provided to the **Tyrone Youth Baseball Association** by the Town of Tyrone Recreational Department. Coaches, Assistant Coaches and Managers may return the completed background check form directly to the Town of Tyrone Recreational Department. These background checks must include background information from other states and /or countries, as applicable. Results of these background checks shall be forwarded to the Tyrone Recreation Department after acceptance from the Tyrone Police Department. No background check for any coach, assistant coach or manager shall have aged more than two years. The Town of Tyrone's staff reserves the right to monitor the background checks conducted by the Association. Audits shall be conducted with no advance notice and the Association shall be prepared to produce the requested information or documentation.

SCHEDULES

12. The **Tyrone Youth Baseball Association** agrees to provide Tyrone Recreation Department with a written general schedule of games and practice times prior to the first scheduled game or practice. Dual seasons (fall/spring) will require dual schedules. Schedules should list, at a minimum, fields/facility, dates and times. The **Tyrone Youth Baseball Association** will also provide updates or changes to the original schedule. The **Tyrone Youth Baseball Association** shall not schedule regular practices or games on any

Wednesdays unless prior arrangements have been made between the Association and the Town. The Recreation Department must review the schedule (which must include all times needed for games, practices and field maintenance) before the **Tyrone Youth Baseball Association** can use the fields. If the **Tyrone Youth Baseball Association** opts to schedule, and be responsible for travel teams, the schedules of these teams shall also be submitted to the Recreation Department. Once the Recreation Department has approved the schedule, the **Tyrone Youth Baseball Association** shall have exclusive use of the fields for all times listed on the approved schedule. The Tyrone Recreation Department shall have a minimum of five work days to review the proposed schedule, but shall not unreasonably withhold approval of the schedule.

FACILITIES/SECURITY

13. The **Tyrone Youth Baseball Association** agrees to regularly monitor all areas of the Facility being used to ensure that trash and litter are cleaned up after use. A cleanup/damage/security deposit of \$500 will be escrowed prior to the beginning of each season. If cleanup for each event is not completed within twenty-four (24) hours, the Town of Tyrone shall complete the cleanup of the facility and shall invoice the **Tyrone Youth Baseball Association** for the cost of the cleanup. The cost of the cleanup shall be forty dollars (\$40.00) per hour required by the Town to complete the cleanup. Any unused portion of the security deposit will be credited toward the required deposit for the next season.

14. The **Tyrone Youth Baseball Association** shall notify the Director of the Tyrone Recreation Department of any damage, vandalism, needed repairs and/or safety issues at the Facility as soon as possible, but not later than the next working day. The Tyrone Recreational Department will determine the cause and cost to repair the Damages and thereby notify the **Tyrone Youth Baseball Association** of its findings. If any damage is determined to be caused as a result of **Tyrone Youth Baseball Association** members' negligence or failure to comply with the Town's operational or security measures, the **Tyrone Youth Baseball Association** shall reimburse the Town of Tyrone for all costs of repair due to this negligence or failure to comply with the Town's operational or security measures. A copy of the operational or security measures policy shall be provided by the Town.

15. The **Tyrone Youth Baseball Association** is responsible for monitoring the restrooms during its use of the Facility. The **Tyrone Youth Baseball Association** shall ensure that all restrooms are locked at the conclusion of each usage of the facility.

16. The **Tyrone Youth Baseball Association** must contact proper enforcement authorities when violations have been noted concerning the use of any tobacco products, alcoholic beverages and/or illegal drugs to be consumed on the grounds of the Facility.

17. All vehicles shall be parked in designated parking spaces, unless specifically authorized by the Recreation Department.

18. The **Tyrone Youth Baseball Association** shall be responsible for lining their fields for play.

19. The **Tyrone Youth Baseball Association** shall turn off all lights and lock the designated gates or doors at the conclusion of each night's activities. Any costs incurred as a result of this provision not being followed shall be assessed against the **Tyrone Youth Baseball Association**

20. The **Tyrone Youth Baseball Association** shall not alter, add, delete or improve the Fields/Facility without prior written consent of the Town of Tyrone and the Town shall not unreasonably withhold approval of such Facility improvements to be performed and paid for by the **Tyrone Youth Baseball Association**.

21. All tournaments and events other than regularly scheduled games shall be approved by the Recreation Department. To host such tournaments or events sponsored by organizations other than the **Tyrone Youth Baseball Association**, the **Tyrone Youth Baseball Association** shall pay to the Town of Tyrone a rental fee that shall be in accordance with a schedule of fees prepared in accordance with this contract by the Recreation Department.

22. All funds generated at tournaments will, to the extent possible, be earmarked for field maintenance, and/or capital improvements to the same. If any tournament does not involve teams from the **Tyrone Youth Baseball Association**, net proceeds will be equally divided between the Town of Tyrone and the **Tyrone Youth Baseball Association**. **Tyrone residents shall not be charged a parking fee for tournament attendance.**

23. If the **Tyrone Youth Baseball Association** desires to serve food items, the **Tyrone Youth Baseball Association** shall request the Fayette County Health Department to conduct an inspection of the concession stands at the Facility and shall explain the level of food service the **Tyrone Youth Baseball Association** will be requesting. The **Tyrone Youth Baseball Association** shall also provide the Town of Tyrone with documentation, from the Health Department, as to the permit issued.

24. The Town of Tyrone and the **Tyrone Youth Baseball Association** acknowledge that a comprehensive field maintenance program is required to preserve the life of the fields, reduce long-term capital expenditures and ensure safe playing conditions. The Town of Tyrone will provide certain services in accordance with the available budget and human resources. In turn, the **Tyrone Youth Baseball Association** will supplement this maintenance effort either with materials, funding or other available resources at their disposal.

25. Within sixty (60) days prior to the signing of the 2022 agreement, key representatives of the **Tyrone Youth Baseball Association** and the Town of Tyrone will meet to develop a joint maintenance program outlining frequencies, services and which party will perform these functions. The Town of Tyrone and the **Tyrone Youth Baseball Association** will coordinate to ensure compliance with the program.

26. The Town of Tyrone's insurance covers only the Town's buildings and fields. It is the responsibility of the **Tyrone Youth Baseball Association** to insure any contents stored in its concession stands, office and storage buildings.

FINANCIAL

27. The **Tyrone Youth Baseball Association** agrees to an annual flat fee schedule of **\$3,000.00** without revenue collection from the travel teams, or **\$4,000.00** with the revenue collection from the travel teams. 50% of the fee is to be paid prior to the commencement of each season and the remaining 50% to be paid prior to the start of the second season.

28. The following special provisions shall apply to the use of the Facility by the Association:

- (a) The Association will not schedule activities of any kind on September 30th, 2022, and October 1, 2022.
- (b) During these same dates, the Town of Tyrone assumes all responsibility for use of the Facility including the use of all restroom facilities except as provided below.
- (c) The Town of Tyrone will not permit the use of, nor assume responsibility, for concession or meeting facilities located in concession buildings by others.

29. Receipts and Disbursements: **Tyrone Youth Baseball Association** shall properly maintain records, receipts and disbursements of all funds for each season completed. The appropriate invoice or documentation shall support all disbursements.
30. Following the conclusion of the season, the entire storage area shall be cleared for the next season. Should any organization choose to sell remaining concession products, this transaction shall take place prior to the beginning of the next season and must be reported with that season's receipts.
31. The **Tyrone Youth Baseball Association** shall submit back-up documentation based on participant registration numbers. The **Tyrone Youth Baseball Association** shall have all required documentation such as the Association By-Laws, player and coach registrations, field /player insurance, in and out of county player participation numbers and fees, background check forms, and coach NYSCA certification, team rosters, game and practice schedules. Failure to have all documentation submitted to the Town one week prior to opening day of the season will result in LOSS OF USE OF FACILITIES UNTIL IN COMPLIANCE WITH CONTRACT.
32. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, USA, without giving effect to its conflicts of law principles.
33. This Agreement constitutes the entire understanding between the parties with respect to **Tyrone Youth Baseball Association** use of the Facility and supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties, whether written or oral, between the parties with respect to **Tyrone Youth Baseball Association** use of the Facility. No amendment or modification of this Agreement will be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

Signed and agreed upon this ____ day of _____, 2022 by:

TYBA, President

Eric Dial, Mayor



COUNCIL ITEM AGENDA REQUEST FORM

Section VI, Item 4.

Department: Finance

COUNCIL MEETING DATE

2/20/2022

STAFF CONTACT

Rebecca Brock

Staff Report:

Item Description:

Soccer Contract

Background/History:

Findings/Current Activity:

Due to rising cost of maintenance and to keep in line with other county's and cities the annual fee has been raised from \$2000 to \$3000. This was a request from Town Manager Brandon Perkins.

Is this a ☐ Y ☐ N
budgeted item?

If so, include budget line number:

Actions/Options/Recommendations:

Staff recommends approval of this contract.

**Youth Sports Association Facility Agreement
Tyrone Lazars Soccer Club
and
The Town of Tyrone**

GENERAL

1. The **Tyrone Lazars Soccer Club** agrees to provide a **RECREATIONAL** youth sports program as a service for the Town of Tyrone. In return for providing the youth sports program and for fulfilling the other requirements of this Agreement, the Town hereby waives other, usual fees for field usage routinely charged to other non-affiliated organizations.

2. The term of this Agreement will begin **January 1, 2022** and continue through **December 31, 2022**. Should both parties agree, a new agreement, with substantially the same terms and conditions, as this Agreement may be entered into at the conclusion of the term of this Agreement. If either party desires to enter into a new agreement, said party shall provide notice to the other party at least thirty (30) days prior to the termination of this Agreement.

3. The Town agrees to authorize the **Tyrone Lazars Soccer Club** to use the field(s) and facilities on a non-exclusive basis to conduct a soccer program at the following locations: Handley Park Soccer Field hereinafter referred to as the "Facility".

For purposes of this agreement, **Tyrone Lazars Soccer Club** soccer program is designed as a program where all children who register under existing **Tyrone Lazars Soccer Club** guidelines will be able to play on a team that matches their age and ability. This agreement also covers other State of Georgia sponsored youth sports, such as traveling teams, and All Star teams. As such, these programs fall under the same policies of this agreement.

4. The **Tyrone Lazars Soccer Club** must provide, prior to the beginning of its playing season, to the town of Tyrone's Recreation Department the current versions of:

- (a) A current list of Board of Directors and Association Officers, a set of by-laws, with amendments, if applicable
- (b) A current roster of participants, to show how many youths registered, their ages and where they reside i.e. city and county.
- (c) Proof of liability insurance/certificate of insurance coverage insuring **Tyrone Lazars Soccer Club** with The Town of Tyrone named as an additional insured. Coverage should include, at a minimum:
 - I. one million dollars (\$1,000,000) of Commercial General Liability on an occurrence basis with not less than \$1,000 deductible per incident or claim; and
 - II. one hundred thousand dollars (\$100,000) of coverage per participant accident.

5. The **Tyrone Lazars Soccer Club** shall require all coaches, assistant coaches and managers to be certified through the National Youth Sports Coaches Associations (NYSCA), and require all coaches, assistant coaches and managers to have proof of such certification when utilizing the Town of Tyrone facilities in their official capacity. The **Tyrone Lazars Soccer Club** shall also require all coaches, assistant coaches, and managers to comply with the rules and requirements of their governing organizations. The Town of Tyrone Recreation Department may request Proof of NYSCA Certification at any time.

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10. To the extent permitted by law, The Town of Tyrone agrees to indemnify and hold harmless the **Tyrone Lazars Soccer Club** from and against any claim alleging damages which are based upon or attributable to a breach by the Town of any of its obligations set forth in this agreement.

11. The **Tyrone Lazars Soccer Club** IS REQUIRED TO CONDUCT BACKGROUND CHECKS FOR ALL COACHES, ASSISTANT COACHES and MANAGERS INVOLVED WITH THE **Tyrone Lazars Soccer Club**. These background checks must be in accordance with the adopted Background Check Policy set by the Town of Tyrone and facilitated by the Town of Tyrone Recreational Department. The appropriate background check form will be provided to the **Tyrone Lazars Soccer Club** by the Town of Tyrone Recreational Department. Coaches, Assistant Coaches and Managers may return the completed background check form directly to the Town of Tyrone Recreational Department. These background checks must include background information from other states and /or countries, as applicable. Results of these background checks shall be forwarded to the Tyrone Recreation Department after acceptance from the Tyrone Police Department. No background check for any coach, assistant coach or manager shall have aged more than two years. The Town of Tyrone's staff reserves the right to monitor the background checks conducted by the Association. Audits shall be conducted with no advance notice and the Association shall be prepared to produce the requested information or documentation.

SCHEDULES

12. The **Tyrone Lazars Soccer Club** agrees to provide Tyrone Recreation Department with a written general schedule of games and practice times **prior to** the first scheduled game or practice. Dual seasons (fall/spring) will require dual schedules. Schedules should list, at a minimum, fields/facility, dates and times. The **Tyrone Lazars Soccer Club** will also provide updates or changes to the original schedule. The **Tyrone Lazars Soccer Club** shall not schedule regular practices or games on any Wednesdays unless prior arrangements have been made between the Association and the Town. The Recreation Department must

review the schedule (which must include all times needed for games, practices and field maintenance) before the **Tyrone Lazars Soccer Club** can use the fields. If the **Tyrone Lazars Soccer Club** opts to schedule, and be responsible for travel teams, the schedules of these teams shall also be submitted to the Recreation Department. Once the Recreation Department has approved the schedule, the **Tyrone Lazars Soccer Club** shall have exclusive use of the fields for all times listed on the approved schedule. The Tyrone Recreation Department shall have a minimum of five work days to review the proposed schedule, but shall not unreasonably withhold approval of the schedule.

FACILITIES/SECURITY

13. The **Tyrone Lazars Soccer Club** agrees to regularly monitor all areas of the Facility being used to ensure that trash and litter are cleaned up after use. A cleanup/damage/security deposit of \$500 will be escrowed prior to the beginning of each season. If cleanup for each event is not completed within twenty-four (24) hours, the Town of Tyrone shall complete the cleanup of the facility and shall invoice the **Tyrone Lazars Soccer Club** for the cost of the cleanup. The cost of the cleanup shall be forty dollars (\$40.00) per hour required by the Town to complete the cleanup. Any unused portion of the security deposit will be credited toward the required deposit for the next season.

14. The **Tyrone Lazars Soccer Club** shall notify the Director of the Tyrone Recreation Department of any damage, vandalism, needed repairs and/or safety issues at the Facility as soon as possible, but not later than the next working day. The Tyrone Recreational Department will determine the cause and cost to repair the Damages and thereby notify the **Tyrone Lazars Soccer Club** of its findings. If any damage is determined to be caused as a result of **Tyrone Lazars Soccer Club** members' negligence or failure to comply with the Town's operational or security measures, the **Tyrone Lazars Soccer Club** shall reimburse the Town of Tyrone for all costs of repair due to this negligence or failure to comply with the Town's operational or security measures. A copy of the operational or security measures policy shall be provided by the Town.

15. The **Tyrone Lazars Soccer Club** is responsible for monitoring the restrooms during its use of the Facility. The **Tyrone Lazars Soccer Club** shall ensure that all restrooms are locked at the conclusion of each usage of the facility.

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17. All vehicles shall be parked in designated parking spaces, unless specifically authorized by the Recreation Department.

18. The **Tyrone Lazars Soccer Club** shall be responsible for lining their fields for play.

19. The **Tyrone Lazars Soccer Club** shall turn off all lights and lock the designated gates or doors at the conclusion of each night's activities. Any costs incurred as a result of this provision not being followed shall be assessed against the **Tyrone Lazars Soccer Club**.

20. The **Tyrone Lazars Soccer Club** shall not alter, add, delete or improve the Fields/Facility without prior written consent of the Town of Tyrone and the Town shall not unreasonably withhold approval of such Facility improvements to be performed and paid for by the **Tyrone Lazars Soccer Club**.

21. All tournaments and events other than regularly scheduled games shall be approved by the Recreation Department. To host such tournaments or events sponsored by organizations other than the

Tyrone Lazers Soccer Club, the **Tyrone Lazers Soccer Club** shall pay to the Town of Tyrone a rental fee that shall be in accordance with a schedule of fees prepared in accordance with this contract by the Recreation Department.

22. All funds generated at tournaments will, to the extent possible, be earmarked for field maintenance, and/or capital improvements to the same. If any tournament does not involve teams from the **Tyrone Lazers Soccer Club**, net proceeds will be equally divided between the Town of Tyrone and the **Tyrone Lazers Soccer Club**. **Tyrone residents shall not be charged a parking fee for tournament attendance.**

23. If the **Tyrone Lazers Soccer Club** desires to serve food items, the **Tyrone Lazers Soccer Club** shall request the Fayette County Health Department to conduct an inspection of the concession stands at the Facility and shall explain the level of food service the **Tyrone Lazers Soccer Club** will be requesting. The **Tyrone Lazers Soccer Club** shall also provide the Town of Tyrone with documentation, from the Health Department, as to the permit issued.

24. The Town of Tyrone and the **Tyrone Lazers Soccer Club** acknowledge that a comprehensive field maintenance program is required to preserve the life of the fields, reduce long-term capital expenditures and ensure safe playing conditions. The Town of Tyrone will provide certain services in accordance with the available budget and human resources. In turn, the **Tyrone Lazers Soccer Club** will supplement this maintenance effort either with materials, funding or other available resources at their disposal.

25. Within sixty (60) days prior to the signing of the 2022 agreement, key representatives of the **Tyrone Lazers Soccer Club** and the Town of Tyrone will meet to develop a joint maintenance program outlining frequencies, services and which party will perform these functions. The Town of Tyrone and the **Tyrone Lazers Soccer Club** will coordinate to ensure compliance with the program.

26. The Town of Tyrone's insurance covers only the Town's buildings and fields. It is the responsibility of the **Tyrone Lazers Soccer Club** to insure any contents stored in its concession stands, office and storage buildings.

FINANCIAL

27. The **Tyrone Lazers Soccer Club** agrees to an annual flat fee schedule of **\$3,000.00** without revenue collection from the travel teams, or **\$4,000.00** with the revenue collection from the travel teams. 50% of the fee is to be paid prior to the commencement of each season and the remaining 50% to be paid prior to the start of the second season.

28. The following special provisions shall apply to the use of the Facility by the Association:

- (a) The Association will not schedule activities of any kind on September 30th, 2022, and October 1, 2022.
- (b) During these same dates, the Town of Tyrone assumes all responsibility for use of the Facility including the use of all restroom facilities except as provided below.
- (c) The Town of Tyrone will not permit the use of, nor assume responsibility, for concession or meeting facilities located in concession buildings by others.

29. Receipts and Disbursements: **Tyrone Lazers Soccer Club** shall properly maintain records, receipts and disbursements of all funds for each season completed. The appropriate invoice or documentation shall support all disbursements.

30. Following the conclusion of the season, the entire storage area shall be cleared for the next season.

Should any organization choose to sell remaining concession products, this transaction shall take place prior to the beginning of the next season and must be reported with that season's receipts.

31. The **Tyrone Lazars Soccer Club** shall submit back-up documentation based on participant registration numbers. The **Tyrone Lazars Soccer Club** shall have all required documentation such as the Association By-Laws, player and coach registrations, field /player insurance, in and out of county player participation numbers and fees, background check forms, and coach NYSCA certification, team rosters, game and practice schedules. Failure to have all documentation submitted to the Town one week prior to opening day of the season will result in LOSS OF USE OF FACILITIES UNTIL IN COMPLIANCE WITH CONTRACT.

32. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, USA, without giving effect to its conflicts of law principles.

33. This Agreement constitutes the entire understanding between the parties with respect to **Tyrone Lazars Soccer Club** use of the Facility and supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties, whether written or oral, between the parties with respect to **Tyrone Lazars Soccer Club** use of the Facility. No amendment or modification of this Agreement will be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

Signed and agreed upon this ____ day of _____, 2022 by:

Tyrone Lazars Soccer Club, President

Eric Dial, Mayor



COUNCIL ITEM AGENDA REQUEST FORM

Section VI, Item 5.

Department: Finance

COUNCIL MEETING DATE

2/20/2022

STAFF CONTACT

Rebecca Brock

Staff Report:

Item Description:

Crossroads Christian School Shamrock Park Fun Run.

Background/History:

This event will be held on April 30th from 10am-3pm. Rain date will be May 7th. They will be using our stage.

Findings/Current Activity:

This will be a free event open to the public.

Is this a
budgeted item?

Y

☐

N

☐

If so, include budget line number:

Actions/Options/Recommendations:

Staff recommends approval of this event

TOWN OF TYRONE

STATE OF GEORGIA

GRANT AGREEMENT

THIS GRANT AGREEMENT entered this ____ day of _____, 2022, by and between the Town of Tyrone, a municipal corporation of the State of Georgia, acting by and through its Mayor and Council, hereinafter referred to as the “Town,” and the Castle Lake Maintenance and Repair Funding Group, Inc., a corporation duly organized in the State of Georgia, acting by and through its designated officers, hereinafter referred to as the “Funding Group,” for the purpose of having the Town assist the Funding Group to obtain grant funding for upgrading and maintaining the dam in Castle Lake, hereinafter the “Castle Lake Dam,” within the Castle Lake subdivision, hereinafter referred to as the “Grant Agreement.”

WITNESSETH:

WHEREAS, the Town is a duly organized municipal corporation within the State of Georgia and is authorized to act through its Mayor and Council; and

WHEREAS, the Funding Group is a duly organized corporation within the State of Georgia and is authorized to act through its designated officers; and

WHEREAS, the Funding Group was organized for the purpose of providing funding to upgrade and maintain the Castle Lake Dam; and

WHEREAS, a funding opportunity is available through a High Hazard Potential Dam Grant, hereinafter the “Grant,” through the Safe Dams department of the Environmental Protection Division for the State of Georgia; and

WHEREAS, those persons eligible to receive the Grant are generally limited to local governments, and persons sponsored by local governments, hereinafter “Sponsor,” among others; and

WHEREAS, the Funding Group desires the Town to act as its sponsor making it eligible to receive a Grant; and

WHEREAS, the Town is in agreement to act as the sponsor for the Funding Group under certain terms and conditions.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the Funding Group, the Town and the Funding Group hereby agree as follows:

1,

The Town has agreed to act as Sponsor for the Funding Group and has in fact taken action to serve as Sponsor for the Funding Group at its meeting on Thursday, May 20, 2021, by voting unanimously to serve as Sponsor for the Funding Group conditioned upon certain terms being met by the Funding Group: 1. Matching funds necessary to receive the Grant of approximately ONE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED AND 00/100 (\$149,800.00) DOLLARS, hereinafter referred to as the “Matching Dollars,” shall be placed in an account to be used solely for the matching funds of the Grant; 2. The Funding Group shall reimburse all costs to the Town in the Town’s efforts while acting as Sponsor for the Grant; and 3. The Funding Group shall ensure the funding mechanism for maintaining the Castle Lake Dam will be in place for at least 50 years.

2.

The Funding Group shall deposit the Matching Dollars in an account on or before February 28, 2022, or upon notification of a successful award of the Grant, whichever is the first to occur. The Funding Group understands that the Matching Dollars is an estimate based upon the understanding of the Funding Group as to the amount which will be required if it is successful in being awarded the Grant. To the extent that the Matching Funds is not sufficient for the Grant award, the Funding Group shall increase the amount paid into the account to an amount equal to the minimum necessary for the Grant award.

3.

All requests for reimbursement from the Town to the Funding Group shall be satisfied by the Funding Group within 30 days from its receipt of the reimbursement request.

4.

The Funding Group understands that the Town is operating solely as the Sponsor for the Grant on behalf of the Funding Group. All costs incurred by the Town in its efforts to apply for, receive, and disburse the Grant award, if any, will be reimbursed to the Town by the Funding Group. The Funding Group understands that all costs which are incurred by the Town which are the result of the Town serving as the Sponsor for the Grant will be reimbursed to the Town by the Funding Group.

5.

All notices between the Town and the Funding Group shall be made to those persons identified by the Town and the Funding Group as the recognized contact person for the respective entity. Notices are deemed to be given if placed in the U.S. Mail with sufficient postage affixed thereon and addressed as follows:

If to the Town: Town Manager
 950 Senoia Road
 Tyrone, Georgia 30290

If to the Funding Group: Mr. Stephen Castlen
 209 Castlewood Road
 Tyrone, Georgia 30290

Notices are deemed to be received three days subsequent to the postmark date. Alternatively, notices provided via overnight delivery are deemed to have been given the next day.

6.

The Town and the Funding Group understand that when matching funds are requested to receive the Grant the Town is under no obligation to pay the required funds. The Funding Group is the sole responsible party for the payment of the funds required to receive the Grant. To the extent that the Grant is rescinded for any reason, either due to the lack of timely payment of the matching funds for the Grant, or for any other reason, the Town and the Funding Group understand that the Town bears no responsibility for the decision to rescind the Grant.

7.

The term of this Grant Agreement shall be for 50 years from the Effective Date hereof. The Funding Group shall take all action necessary to ensure that the Funding Group shall remain in existence throughout the term of this Grant Agreement.

8.

All communications with Safe Dams, or any agent thereof, in the context of seeking an award of the Grant shall be either through a representative of the Town or in conjunction with a representative of the Town. The Town and the Funding Group understand that a successful Grant award comes with the concomitant obligation to justify the expenditure of the Grant funds. Such obligation will most likely occur as well as in the context of subsequent year's audits. All

costs for the activities requiring the Town's involvement shall be reimbursed to the Town from the Funding Group.

9.

The Town agrees to use its best efforts to apply for, receive, and disburse the Grant award, if any, and to do so on a timely basis in support of the Funding Group and its efforts to upgrade and maintain the Castle Lake Dam. The Funding Group agrees to use its best efforts to support the Town in its Grant activities as well as to prosecute the upgrading and maintaining of the Castle Lake Dam in a workmanlike manner.

10.

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

11.

Any dispute which may arise under or as a result of this Grant Agreement and/or the performance hereof shall be resolved in a court of competent jurisdiction in Fayette County, Georgia.

12.

This Grant Agreement shall constitute the entire agreement between the parties. This Grant Agreement supersedes and replaces any and all previous agreements between the Town and the Funding Group.

13.

No modification or addition to this Grant Agreement shall be binding upon any party hereto unless said modification or addition is evidenced in a writing executed by all parties hereto.

14.

This Grant Agreement shall become effective upon the approval of the Town and the Funding Group and is contingent upon the Funding Group being awarded the Grant that was applied for in 2021.

WHEREFORE, the Town and the Funding Group have hereupon set their hands and seals on the date first above written.

(SEAL)

MAYOR AND COUNCIL FOR
THE TOWN OF TYRONE

By:_____

ERIC DIAL, Mayor

ATTEST:

Dee Baker, Town Clerk

(SEAL)

CASTLE LAKE MAINTENANCE AND
REPAIR FUNDING GROUP, INC.

By:_____

STEPHEN CASTLEN, CEO

ATTEST:

Joyce Genter, Secretary