

COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular Meeting Date: February 6, 2025 Agenda Item Type: Consent Agenda

Staff Contact: Devon Boullion

STAFF REPORT

AGENDA ITEM:

Consideration to approve Triax Investment, Inc.'s Stormwater Management Operations and Maintenance Agreement (for the Gravel Parking Lot at Shamrock Self Storage located near 430 Senoia Road) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.

BACKGROUND:

Per the Town of Tyrone's Development Regulations, new development and re-development involving the addition or improvement of 5000 square feet of more of impervious surfaces are required to construct and maintain on-site stormwater management facilities to protect the health, safety, and welfare of the Town of Tyrone's residents and water quality in local watersheds. 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. The missing documents include a plat and legal description of the easement; these documents shall be provided prior to the Town's final acceptance of the project as compliant with the Town's code of ordinances, approved plans, and any associated permit requirements.

Pending receipt of finalized documents and 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.

FUNDING:

N/A

STAFF RECOMMENDATION:

Staff recommends authorizing Mayor Dial to execute the Agreement between Triax Investments, Inc. and the Town of Tyrone, subject to receipt of finalized documents prepared to staff's satisfaction for the purpose of finalizing the agreement prior to the Town's final acceptance of the project.

ATTACHMENTS:

Stormwater Management Operations and Maintenance Agreement

PREVIOUS DISCUSSIONS:

None

STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT Town of Tyrone, Georgia

THIS AGREEMENT, made and entered into this 6 day of February
2025, by and between (insert full name of owner)
Triax Investments, 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").
WITNESSETH
WHEREAS, the Property Owner is the owner of certain real property described as
(Fayette County Tax Map/Parcel Identification Number) 0736 068
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 4840 page
0651-0652, and Plat Book, page, and more particularly described on the
attached Exhibit "A" (hereinaster 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)
Gravel Parking lot at Shamrock Self Storage
(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 onsite 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 Payette 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.

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.

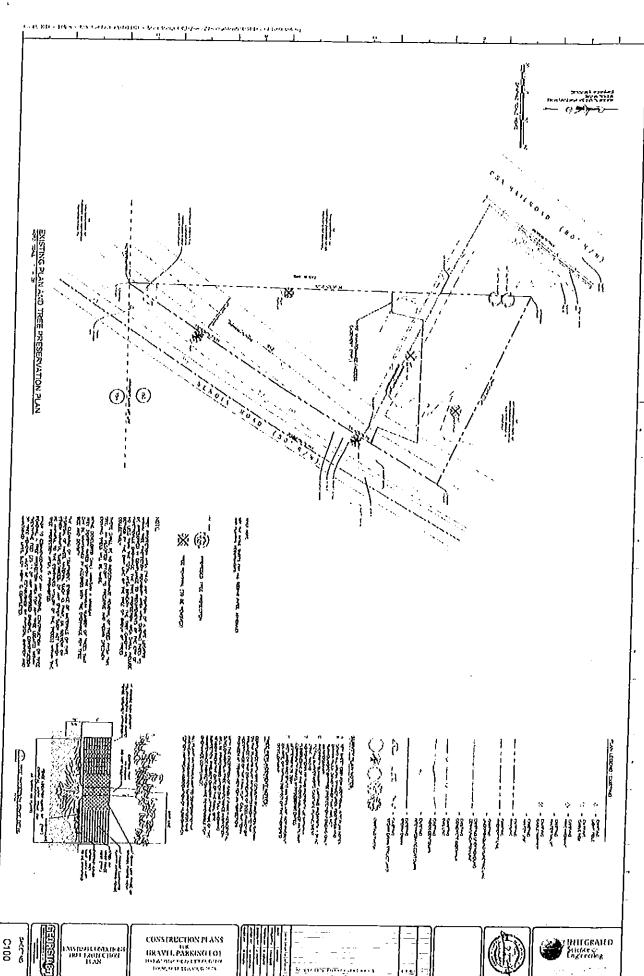
[SIGNATURES FOLLOW ON NEXT PAGE]

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: Triax Invest	
By: John Aurs Signature	Typed Name Attest: Signature of Witness
Tony Davis Typed or Printed Name	Marie Davls Typed or Printed Name
Title: President	Title: Secretary
(CORPORATE SEAL)	· ·····SA
My Commission Expires: 7/9/207	(NOTARIAL SEAL)
My Commission Expires: 7/9/207	-8 PUBLIC
TOWN O	F TYRONE, GEORGIA
By:Mayor	Attest:
(TOWN SEAL)	
Notary Public:	(NOTARIAL SEAL)
My Commission Expires:	_
Attachments:	and the second of the second o
Exhibit A. Plat and Legal Des Exhibit B. Maintenance and It Exhibit C: Permanent Water C	cription spection Schedule uality BMP and Access Easement Agreement
Example Operation	and Maintenance Inspection Report

Exhibit "A"



CHILLERATED Sticker & Engereing

MANN & WOOLDRIDGE, P.C. P.O. BOX 310 NEWNAN, GA 30264-0310 Doo ID: 010578130002 Type: WD Recorded: 02/20/2019 at 11:15:00 AM Fee Amt: \$55.20 Page 1 of 2 Transfer Tax: \$43.20 Fayette. Ga. Clerk Superior Court Shella Studderd Clerk of Court BK 4840 Pa651-652

WARRANTY DEED

STATE OF GEORGIA, FAYETTE COUNTY

THIS INDENTURE, made this 18th day of Pebruary, in the year two thousand nineteen, between THOMAS C. BRYANT of the County of Coweta, and State of Georgia as party or parties of the first part, hereinafter called Grantor, and TRIAX INVESTMENTS, INC. of the County of Fayette, State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "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 DOLLARS AND NO/100 (\$10,00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS 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, all the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 153 of the 7th District of Fayette County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the westerly right-of-way of Senoia Road with the south line of Land Lot 153; running thence along the south line of Land Lot 153, north 89 degrees 46 minutes 00 seconds West, 1.0 feet to a point; running thence north 1 degree 14 minutes 00 seconds east, 447.30 feet to a point located on the easterly right-of-way of the Senboard Coast Line Railroad; running thence south 64 degrees 19 minutes 00 seconds east, 228.0 feet to a point located on the westerly right-of-way of Senoia Road; running thence along the westerly right-of-way of Senoia Road south 30 degrees 37 minutes 00 seconds West, 200.0 feet to a point; continuing thence along the westerly right-of-way of Senoia Road south 32 degrees 29 minutes 00 seconds West 209.0 feet to the point of beginning; being a tract of 1.08 acres as shown on plat of survey dated April 15, 1994, prepared by R. M. Boyd and Associates, Georgia Registered Land Surveyor No. 2227.

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.

IN WITNESS WHEREOF, the Grantor has signed and scaled this deed, the day and year above written.

Signed, scaled and delivered in the Presence of

Notary Public

(SEAL) (SEAL)

Exhibit "B"

EXHIBIT "B"

STORMWATER FACILITY INSPECTION AND MAINTENANCE SCHEDULE Toyen of Tyrono, Georgia

STORMWATER FACILITY	INSPECTION PREQUENCY
Wet Pond	Once per Year
Dry Pond	Onco por Year
Constructed Wellands	Once per Year
Filtration Pacility	Onco por Year 🗲
Enhanced Swales, Grass Channels and Piller Strips	Onco por Your

Required maintenance—All stormwater structural control facilities will be maintained, at a minimum, according to the guidelines and procedures provided in Volume 2 of the Georgia Stormwater Management Manual. (Maintenance requirements are detailed for each structural control. See wyw.georgiastormwater.com for more information.) In general, the Town is responsible for maintenance of all stormwater infrastructure located on public property and in the right of way. Commercial, industrial and residential property owners are responsible for maintenance of stormwater infrastructure located on private property.

Inspections – The Property Owner shall inspect all stormwater facilities at least once each year using the BMP Operation and Maintenance inspection Report attached to the Stormwater Management Inspection and Maintenance Agreement as Bahlbit "D". Upon completion of each inspection, the Property Owner shall submit the completed Report to the Town.

OPERATION & MAINTENANCE PLAN: FOR:

Tyrone Gravel Storage Lot

LOCATED IN:

LAND LOT 153 - 7th DISTRICT; (The Town of Tyrone) FAYETTE COUNTY, GEORGIA

Objective & Goals:

The Goal of the operations and maintenance plan for the aforementioned "Tyrone Gravel Storage Lot for Triax Investments, Inc." is to insure that the storm water management facility is functioning properly and will continue to function as designed and constructed. The objective is to provide for a simple yet effective plan and check list to aid in maintenance and to assist the assigned inspector/inspectors with the various pond components that should be inspected for effectiveness and deficiencies.

Limit of Responsibility:

The inspection and maintenance Plan and checklist shall pertain only to the Storm Water Quality Basin and access easements and all of the structural storm-water controls for that basin (i.e. all slopes, filtration medium, etc.) All internal drainage structures inside of the site shall come under the responsibility of the owner as far as maintenance and inspection. The assigned "onsite" inspectors should notify the owner for any structures or systems that may need repair and maintenance and should notify the proper authorities for any illegal discharges into any storm drainage system or Water Quality Basin. Illegal discharges may include the dumping of oil, gasoline, detergents, pesticides, or any other refuse or contaminates that may cause damage to the surrounding "state waters" or other environmentally sensitive areas.

Note: The operations and maintenance schedules included with this report are minimum standards and additional checks/maintenance may be required based on future conditions and circumstances.

Developer/ Primary Permittee Responsibility:

During the construction/development process the Water Quality basin shall be monitored as necessary under the provisions required as part of the NPDES General Permit for Construction Activities & Notice of Intent. The storm water quality basin will also act as a sediment basin by leaving the infiltration trench open (not filled in - until final landscaping activities) - The ultimate outflow from this Basin will ultimately flow into Line Creek. The Primary Permittee shall be responsible for all monitoring of construction activities for compliance until the site has been stabilized.

It shall be the responsibility of the Developer or Primary Permittee to insure that prior to any full acceptance by the Town of Tyrone and/or prior to Final approval, that any structural alterations to any of the Water Quality/ Basin shall be approved by the Project engineer.

The Primary Permittee/Developer shall insure that adequate vegetation and ground cover has been established around and within the basin prior turning over responsibility to any assigned inspectors. The Primary Permittee/Developer shall continue to monitor the basin until a permanent inspector is assigned.

Assigned Inspector/Operator Responsibility:

The assigned inspectors shall refer to the Operation and Maintenance Inspection Report for Storm Water Infiltration Trenches included in the back of this report - Copies of the blank forms should be made and can be used when filling out the inspection reports. The inspection report list items that should be checked and the frequency required for inspection - "A" refers to annual inspection and "M" refers to monthly inspection. In the case of extremely large storm events, the basin should be inspected immediately afterwards.

The assigned inspectors shall monitor the access easement to insure that it remains open and are reasonably maintained. No fences shall be constructed or trees planted within the access limits. Fences that are installed around the perimeter of any basin shall remain in place and all gates shall be remain closed. It will be at the discretion of the inspector as to whether locks shall be placed on the gates.

The assigned inspectors shall review the basin to see if is losing storage volume due to any accumulations of silt or other debris, the assigned inspector may also contact the project developer with restoring the basin to the required volume.

The operator should inspect the basin slopes to see if any cavitation or excessive washing is occurring. If any washing is occurring additional dirt or stone should be placed in the area of concern. The slopes should be mowed as necessary to prevent any undesired tree or shrub growth.

All exit channels should remain open for free flow conditions. All inflow drainage ditches and swales should also remain open and excessive erosion should be repaired with either additional rip rap or other measures.

The inspector should note any encroachments into the basin from adjacent property owners. The basin should not be used as an area for dumping of grass clippings, tree limbs, or other debris. It will be the responsibility of the inspector to inform the assigned member of the grounds committee to remove any "dumped" items to locations outside of the basin or easement limits.

The inspector shall keeps all records of each inspection in his or her file. Blank inspection reports may be copied as necessary for each inspection sequence.

THE ASSIGNED INSPECTOR AT THIS TIME SHALL BE AN EMPLOYEE OF TRIAX INVESTMENTS, INC.

Final Ownership of the basin shall be the same

Operation and Maintenance Inspection Report for Infiltration Trenches

(Adapted from Watershed Management Institute, Inc.)

	Inspector Name Inspection Date Watershed As-built Plans available?			Proje	ct Location
	Inspection Items	Checked? Yes / No	Maintenance Needed? Yes/No	Inspection Frequency	Comments
١,					
	Trench surface clear of debris Inlets clear of debris	<u> </u>		M	
	Inflow pipes clear of debris	 		M M	-
	Overflow spillway clear of debris	<u> </u>		M	
2.					·
	synles	}			
	Obviously trapping sediment			٨	
	Greater than 50% of original storage		j	A	
	volume romaining				
3.	Vegetation Mowing done when necessary				
	Fertilized per specification			M	
	Any evidence of crossion			M M	•
	Contributing drainage area stabilized	-		M	
4,	Dewatering	-		-112	
	Trench dewaters between storms	- 1	ł	M	
5,	Sediment removal of trench				
	Any evidence of sedimentation in trench			Λ	
	Does sediment accumulation currently			A	
	require removal				
б.	Inlets				
	Good condition	-		<u> </u>	
7.	Any evidence of erosion Outlets/overflow spillway			٨	
7.	Good condition (no need for repair)	-		. 1	
-	Any evidence of crosion			A	•
8.	Aggregate repairs	- 		-/1	
.,	Surface of aggregate clean	}	[A	
-	Top layer of stone in need of	· -		7	
_	replacement				
	Trench in need of rehabilitation			٨	

	Inspection Items	Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	' Comments
9.	Vegetated surface				
	Eyldence of erosion present			M	
	Perforated inlet functioning adequately	j	·]	M	
	Does water stand on vegetated surface			M	
	Does good vegetative cover exist	'		M	
10,	Overall function of facility Any evidence of flow bypassing facility			8	

Inspection Frequency Key A=Annual, M=Monthly, S=After major storm

Necessary	Action:

If any of the items above where answered Yes for "Maintenance Needed", a time frame needs to be established for repair or correction.

No action necessary. Continue routine inspection Correct noted facility deficiencies by (date)	
Facility repairs were previously indicated and completed corrections or improvements.	d. Site reinspection is necessary to verify
Site reinspection completed on (date)	
Site reinspection was satisfactory. Next routine inspection is scheduled for approximately (dale):
	Inspectors Signature

Exhibit "C"

EXHIBIT "C"

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

THIS BASBMBNT granted this 6 day of February . 20 25	_,
between the Property Owner Triax Investments, Inc. as party of the	Ç
first part, hereinafter referred to as Grantor, and the TOWN OF TYRONE, a political subdivisio	H
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 puld at and before the senting and delivery of this ensement and in consideration of the agreements and covenants contained in this document and the Stormwater Management Inspection and Maintenance Agreement between Oranter and Grantee, hereby grants unto the Orantee 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 "i".

The purpose of this ensement is to allow Orantee, 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 ensement following issuance of the Certificate of Occupancy or in the case of a residential subdivision, the approval of the Plat, without written permission from the Town of Tyrone, Georgia. This ensement is required by the provisions of the Stormwater Management Inspection and Maintenance Agreement executed by and between the Granter 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: Triax Investments, Inc. Printed or Typed Na.	, A Georgia Corporation
By: Oly Alaris Signature	Attest: Marie (L) Gurs Signature of Witness
Tony Davis Typed or Printed Name	<u>Marie Davis</u> Typed or Printed Name
Title: President	Title: Secretary
(CORPORATE SEAL) Notary Public: 1-9-2018 My Commission Expires: 7-9-2018 TOWN OF TYRON	(NOTARIAL SEALE ONOTARIA) (NOTARIAL SEALE ONOTARIA) (NOTARIAL SEALE ONOTARIA (NOTARIAL SEALE
By:	Attest:
(TOWN SEAL)	
Notary Public:	(NOTARIAL SEAL)
My Commission Expires:	
Attachments: Exhibit 1. Plat of Easement	

Yellow highlighted area delineates the approximate, proposed stormwater access Easement location and boundaries. Plat and legal description of the stormwater access easement (prepared to Town's satisfaction) shall be provided prior to the Town's final acceptance of the project as compliant with the Town's code of ordinances, approved plans, and any associated permit requirement's" CONSTRUCTION PLANS
FOR
GRAVEL PARKING FOR
GOVERNMENT CONTROLLING
THE AUTHORITIES FOR GRADING AND DRAINAGE

Exhibit "D"

Operation and Maintenance Inspection Report for Infiltration Trenches

(Adapted from Watershed Management Institute, Inc.)

	Inspector Name Inspection Date Watershed As-built Plans available?		 -	Proje	ect Location
	Inspection Items	Checked? Yes/No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
١,	****				
	Trench surface clear of debris Inlots clear of debris	 		M	4
	Inflow pipes clear of debris	 	 	$\frac{M}{M}$	-
	Overflow spillway clear of debris	 	 	M	-
2.					
	swales	i]		
	Obviously trapping sediment	i		Α.	
	Greater than 50% of original storage			λ	
	volume remaining				
3.	Vegetation				· · · · · · · · · · · · · · · · · ·
	Mowing done when necessary			M	
	Pertilized per specification Any evidence of crossion			M	
	Contributing drainage area stabilized			M	
4.	Downtering			M	
٠,,	Trench dewaters between storms	ſ		M	
5.	Sedlment removal of trench			171	
	Any evidence of sedimentation in trench		1	Λ	
	Does sediment accumulation currently			Λ	
	require removal				
6.	Inlets				
_	Good condition			Α	
	Any evidence of crosion			٨	
7.	Outlots/overflow spillway	-	ĺ	i	
-	Good condition (no need for repair)			<u> </u>	
8.	Any evidence of crosion Aggregate repairs	- +		Λ	
ο,	Surface of aggregate clean	i		,]	
-	Top layer of stone in need of			$\frac{A}{A}$	
	replacement	}	1	"	
	Trench in need of rehabilitation			٨	

	Inspection Items	Checked? Yes/No	Maintenance Needed? Yes / No	Inspection Frequency	' Comments
9.	Vegetated surface	,			
	Byldence of erosion present			M	
	Perforated inlet functioning adequately			M	
	Does water stand on vogetated surface			M	
	Does good vegetative cover exist]		M	
10.	Overall function of facility				
	Any evidence of flow hypassing facility			8	134 34

Inspection Frequency Key A=Annual, M=Monthly, S=After major storm

Necessary Ac

If any of the items above where answered Yes for "Maintenance Needed", a time frame needs to be established for repair or correction.

No action necessary. Continue routine inspect Correct noted facility deficiencies by (date)	
Facility repairs were previously indicated and complete corrections or improvements.	ted. Site reinspection is necessary to verify
Site reinspection completed on (date)	
Site reinspection was satisfactory. Next routine inspection is scheduled for approximately	y (date):
	Inspectors Signature