COUNTY AGENDA REQUEST

Department:	Fire & Emergency Services	Presenter(s):	Allen McCullough
Meeting Date:	Thursday, October 13, 2011	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation for approval of a Memorandum of Understanding between Fayette County and the Town of Tyrone for sewer access from Tyrone for a proposed fire station site; and authorization for the Chairman to execute said agreement pending approval by the County Attorney.

Background/History/Details:

The Department of Fire and Emergency Services has identified property on Jenkins Road for the possible relocation of Fire Station 3. The site currently does not have sewer access. The Town of Tyrone has granted sewer access to its sewer system. This Memorandum of Understanding confirms the Town Council's approval and states the terms and conditions of the arrangement.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation for approval of a Memorandum of Understanding between Fayette County and the Town of Tyrone for sewer access from Tyrone for a proposed fire station site; and authorization for the Chairman to execute said agreement pending approval by the County Attorney.

If this item requires funding, please describe:

Funding for the relocation of Fire Station has been approved.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?	No	Backup Provided with Request?	Yes

STAFF USE ONLY

Approved by Finance	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval	Yes		

Staff Notes:

LAW OFFICES
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A PROFESSIONAL CORPORATION

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September 20, 2011

Commander David Scarbrough
Fayette County Department of
Fire & Emergency Services
140 West Stonewall Avenue
Fayetteville, Georgia 30214

Re: Proposed Agreement with the Town of Tyrone for Sewer Service on Jenkins Road Property

Dear Commander Scarbrough:

Back in July, you e-mailed Mr. Richard Newbern about the Town of Tyrone entering into an agreement with Fayette County for the Town of Tyrone to provide sewer service to property located on Jenkins Road (the "Agreement"). A draft document was included with your correspondence for Mr. Newbern to review. Comments have been incorporated into the Agreement by the elected officials and staff. A copy of the revised Agreement is enclosed.

The Mayor and Council, at their meeting on September 15, 2011, approved the enclosed Agreement. Please review the Agreement and let us know of any questions or concerns you may have. Please contact Mr. Richard Newbern with same. In the event the Agreement meets your expectations, please cause two originals to be executed and sent to my attention. I will cause the executions to be completed and send an original back to you for your files.

Yours very truly,

Dennis A. Davenport
Town Attorney
Town of Tyrone

DAD

Enclosure

Cc: Mr. Richard Newbern (without enclosure)
Ms. Dee Baker (without enclosure)

SEWER SERVICE AGREEMENT
BETWEEN
FAYETTE COUNTY
AND
TOWN OF TYRONE, GEORGIA

THIS SEWER SERVICE AGREEMENT (the "Agreement") entered into this ____ day of _____, 2011 by and between the Town of Tyrone, a municipal corporation duly organized under the State of Georgia, hereinafter referred to as the "Town", and Fayette County, a political subdivision of the State of Georgia, hereinafter referred to as the "County", collectively the Town and the County are hereinafter referred to as the "Parties", for the Town to provide sewer service to property owned by the County and for the County to agree to pay for said sewer service and agree to the maximum allotment for sewer capacity provided to the County by the Town.

W I T N E S S E T H:

WHEREAS, the County desires to construct a new fire station within the jurisdictional limits of the Town; and

WHEREAS, the County has contracted to purchase a parcel of land at the southeast quadrant of the intersection of Jenkins Road and Highway 74 within the Town, hereinafter the "Fire Station Property", said Fire Station Property more particularly described in Exhibit "A" which is attached hereto and by this reference is incorporated herein; and

WHEREAS, the Fire Station Property is subject to an easement held by the Town for the Town's sewer system; and

WHEREAS, the Town has sufficient sewer capacity available within the Town's Sanitary Sewer System to meet the needs of the County for the Fire Station Property.

NOW, THEREFORE, for and in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Town hereby grants permission to the County for the County to connect the Fire Station Property to the Town's Sanitary Sewer System, subject to the Town's rules and regulations affecting design, construction, operation, maintenance, and use of the Town's Sanitary Sewer System, and upon approval by the Town of an application from the County for connection to the Town's Sanitary Sewer System.

2. The County agrees to obtain all necessary easements and permits and install the sanitary sewer from the Fire Station Property to the Town's Sanitary Sewer System, all to the satisfaction of the Town.

3. All costs of connecting to the Town's Sanitary Sewer System from the Fire Station Property shall be borne by the County.

4. The County agrees to pay to the Town the connection fee in the sum required to be paid to the Town upon submission of the application to the Town. The fee shall be in accordance with the Town's ordinances and regulations relating to the Town's Sanitary Sewer System.

5. The County agrees, in return for receiving sewerage treatment service from the Town, to pay the monthly sewage treatment fee assessed by the Town, as the said fee may be amended from time to time during the term of this Agreement, the sewage treatment fee being due and payable at the same time as the balance of the Town's customers pay the monthly sewage treatment fee.

6. The Town agrees to make one thousand (1,000) gallons per day of sewage treatment capacity available to the County for the purposes of a fire station. The County agrees that it shall utilize no more than an average of one thousand (1,000) gallons per day of sewage treatment capacity in any given calendar month (the "Maximum Treatment Capacity"). To the extent the County causes, or allows, more than the Maximum Treatment Capacity to enter into the Town's Sanitary Sewer System, the County agrees that the County will pay a "Sewer Surcharge" for exceeding the Maximum Treatment Capacity as follows:

a. If the total monthly capacity utilized is less than or equal to the Maximum Treatment Capacity, no surcharge will be required under this Agreement
b. If the total monthly capacity utilized exceeds the Maximum Treatment Capacity by 100 gallons or less per day, the County will pay a surcharge of $200.00.
c. If the total monthly capacity utilized exceeds the Maximum Treatment Capacity by at least 100 gallons per day but by no more than 200 gallons per day, the County will pay a surcharge of $400.00.
d. If the total monthly capacity utilized exceeds the Maximum Treatment Capacity by at least 200 gallons per day but by no more than 300 gallons per day, the County will pay a surcharge of $600.00.
e. If the total monthly capacity utilized exceeds the Maximum Treatment Capacity by at least 300 gallons per day but by no more than 400 gallons per day, the County will pay a surcharge of $1,000.00.
f. If the total monthly capacity utilized exceeds the Maximum Treatment Capacity by more than 500 gallons per day, the County will pay a surcharge of $1,500.00.

The County agrees to timely pay the Sewer Surcharge by paying it with the normal monthly charges by the appropriate date.

7. If the County does not close on the property within six (6) months of the execution of this Agreement, this Agreement shall be void.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. This Agreement shall be valid and enforceable for a period of fifteen (15) years. This Agreement shall automatically renew for successive fifteen (15)-year terms unless either party provides written notice of termination within six (6) months of the then current term.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals by their duly authorized officials on the date first above written.

FAYETTE COUNTY, GEORGIA

(SEAL)

_____
Herb Frady, Chairman

Attest:

_____
Clerk

TOWN OF TYRONE, GEORGIA

(SEAL)

_____
Don Rehwaldt, Mayor

Attest:

_____
Town Clerk

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 115 and 116, of the 7th District of Fayette County, Georgia, and being Tract 5 containing 6.612 acres as per plat of survey dated January 11, 1990, revised March 5, 1992, prepared by Koons, Wood, Moore and Shimshick, Registered Land Surveyors, and being more particularly described as follows:

BEGINNING at the point of intersection of the southeasterly right-of-way line of Georgia Highway #74 with the southwesterly right-of-way line of Jenkins Road; from said POINT OF BEGINNING running thence south 88 degrees 26 minutes 39 seconds east a distance of 54.52 feet to a point; running thence north 85 degrees 16 minutes 26 seconds east a distance of 13.23 feet to a point; running thence south 77 degrees 33 minutes 27 seconds east a distance of 300.00 feet to a point; running thence south 22 degrees 54 minutes 21 seconds west a distance of 705.47 feet to a point, which point is located on the northeasterly boundary of a 100 foot easement as per lease agreement between L. M. Hobgood and Davidson Mineral Properties, Inc.; running thence in a northwesterly direction, and following along the northeasterly boundary of said easement, and along the arc of a curve to the left, an arc distance of 460.17 feet (chord bearing north 58 degrees 21 minutes 56 seconds west and a chord length of 458.71 feet) to a point; running thence north 67 degrees 58 minutes 10 seconds west, and continuing along said northeasterly boundary, a distance of 112.44 feet to a point, which point is located on the southeasterly right-of-way of Georgia Highway #74; running thence in a northeasterly direction, and following along said right-of-way, and along the arc of a curve to the right, an arc distance of 434.53 feet (chord bearing north 42 degrees 04 minutes 41 seconds east and a chord length of 434.41 feet) to a point; running thence north 47 degrees 00 minutes 02 seconds east, and continuing along said right-of-way, a distance of 160.80 feet to a point and the POINT OF BEGINNING.