



DOWNTOWN DEVELOPMENT AUTHORITY

May 08, 2023 at 9:00 AM

950 Senoia Road, Tyrone, GA 30290

Billy Campbell, Chairman

Jeni Mount, Vice-Chairman

Luci McDuffie, Treasurer

Ernie Johnson

John Kaufman

Nathan Reese

Adam She

Brandon Perkins, Town Manager

Phillip Trocquet, Asst. Town Manager

Ciara Willis, Secretary

E. Allison Ivey Cox, Town Attorney

AGENDA

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 DDA or staff may respond at a later date.*

V. APPROVAL OF AGENDA

VI. APPROVAL OF MINUTES

1. Approval of minutes from April 17, 2023.

VII. PRESENTATIONS

VIII. OLD BUSINESS

IX. NEW BUSINESS

2. Consideration to approve a performance agreement with the Jamie Pelfrey Band for the June First Friday Event. - **Phillip Trocquet, Assistant Town Manager**
3. Consideration to approve a contract with the Hunter Callahan Band for the August First Friday Event. - **Phillip Trocquet, Assistant Town Manager**
4. Consideration to approve a contract with Fun Flicks for the September First Friday Event. - **Phillip Trocquet, Assistant Town Manager**

- [5.](#) Consideration to approve insurance renewal with GIRMA for Fiscal Year 2023-2024.
- *Phillip Trocquet, Assistant Town Manager*

X. PUBLIC COMMENTS

XI. STAFF COMMENTS

XII. BOARD COMMENTS

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

**TYRONE DOWNTOWN
DEVELOPMENT AUTHORITY-
SPECIAL CALLED MEETING**

Section [PN], Item 1.

MINUTES

April 17, 2023 at 9:00 AM

Billy Campbell, Chairman

Jeni Mount, Vice-Chairman

Luci McDuffie, Treasurer

Ernie Johnson

John Kaufman

Nathan Reese

Adam She

Brandon Perkins, Town Manager

Phillip Trocquet, Asst. Town Manager

Ciara Willis, Secretary

E. Allison Ivey Cox, Town Attorney

Also Present:

Krista McClenny, Recreation Assistant

Lynda Owens, Recreation Manager

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 DDA or staff may respond at a later date.*

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Board Member Kaufman, Seconded by Board Member Johnson.

Voting Yea: Chairman Campbell, Vice-Chairman Mount, Treasurer McDuffie, Board Member She, Board Member Reese.

VI. APPROVAL OF MINUTES

1. Approval of minutes from March 13, 2023.

A motion was made to approve the minutes from March 13, 2023.

Motion made by Vice-Chairman Mount, Seconded by Treasurer McDuffie.

Voting Yea: Chairman Campbell, Board Member She, Board Member Johnson, Board Member Kaufman, Board Member Reese.

VII. PRESENTATIONS

VIII. OLD BUSINESS

2. Consideration to approve a Request for Qualifications of 935 Senoia Road (RFQ#: DDA-2023-001). - **Phillip Trocquet, Assistant Town Manager**

Mr. Trocquet discussed the final draft, Request for Qualifications (RFQ) for 935 Senoia Road. He highlighted two items in the document, including the schedule outline and the evaluation factors for the redevelopment project. Additionally, he further detailed the actions that would take place on each date. The main dates of the RFQ included the publish date, the short-list notification, the intent to select, and the approval date. The RFQ process would tentatively occur between May and September 2023. However, the schedule did not include a completion date because the project scope and funding source still needed to be confirmed.

Treasurer McDuffie asked if a funding source would be chosen after selecting a development partner. Mr. Trocquet stated that a development partner would be chosen first so that a partner could be involved in the process from the onset. He also emphasized that the financial planning and the project would take time to complete. Chairman Campbell asked why the DDA could not immediately start applying for loans and grants. Mr. Trocquet specified that the first step in the planning process would be acquiring quotes on the project's cost to fund. He shared that the Georgia Cities Foundation and the Department of Community Affairs (DCA) would require that information before application approval. In addition, he stated that an application approval would also be contingent upon the board's partnership with a development partner.

Chairman Campbell shared that DDA members were interested in participating in the selection committee interviews. The board concurred with that statement. Mr. Trocquet stated that Board Members and Town staff would participate in the selection committee interviews. However, staff would not have a vote in selecting a development partner. Subsequently, Board Member Johnson asked if the discussions would occur in an executive session meeting. Mr. Trocquet stated that applicants would present in an advertised open forum if a quorum of members were present. Attorney Cox added that scheduling the applicant interviews for a DDA meeting would be prudent for transparency.

Mr. Perkins inquired why it was necessary to delay the advertisement of the RFQ for a month. Mr. Trocquet stated that the current schedule consisted of a conservative timetable, but the date could be modified if the board deemed it necessary. Chairman Campbell asked if the board had any other questions for Mr. Trocquet. Treasurer McDuffie asked if a general contractor would need to be approved by the town. Mr. Trocquet stated that the decision would be entirely the board's selection. However, the board could choose to select a contractor for the redevelopment project with input from a development partner.

Board Member Kaufman asked Mr. Trocquet a question about financing terms for the project. Mr. Trocquet shared that the rates were at 10 years and around 3%. Mr. Trocquet shared that the Georgia Cities Foundation would be the most appropriate loan to apply for financing, and the Georgia Department of Community Affairs (DCA) would

be the last. Therefore, there were currently more viable options than the Fayette County Development Authority (FCDA).

Board Members discussed architectural plans for the redevelopment property. In addition, Vice-Chairman Mount asked if the board could provide architectural design input for the building. Mr. Trocquet agreed and stated that elements from the Town Center Plan and the Town of Tyrone's Downtown Overlay requirements would guide the DDA's final design. Mr. Perkins added that a development partner would collaborate with the DDA on architectural proposals, and thus, it would allow feedback from a development partner regarding their requests and requirements. Board Member Reese asked about the roof design. Mr. Trocquet stated that the design elements would be up to the DDA. However, it could be costly if the DDA altered the roof's structure. Therefore, keeping the current roof structure and replacing it with innovative roofing materials could benefit the bottom line.

Board Member Kaufman stated that the schedule outline might need to allow the board more time to execute a contract. He also inquired about a development partner's monthly rent to lease the building. Mr. Trocquet stated that the monthly rent was unknown because the board did not know the project's final cost. Mr. Trocquet noted that the schedule was flexible and that it would take time to define the terms of a lease agreement. Chairman Campbell encouraged the board to take the necessary steps and due diligence during the RFQ process since it would be a long-lasting partnership with a tenant.

Treasurer McDuffie asked if the advertisement date should be adjusted and the contract date extended. Attorney Cox stated that the board had the most flexibility legally and would make the final determination. However, Ms. Cox shared that it would be prudent to negotiate the contract's terms and structure in an appropriate time frame. Attorney Cox also emphasized that the DDA should anticipate delays for legal review to ensure the completeness and accuracy of the contract and lease agreement.

Mr. Trocquet specified that the dates could be modified, but the schedule was organized around the DDA's regular meeting schedule. Thus, he noted that a special-called meeting could be added to the document. Board Member Reese asked if the publishing date could be moved to May 1 instead of May 17. Mr. Trocquet stated that he would analyze the current dates to see if they would be feasible to modify. Attorney Cox indicated that there was limited flexibility in the schedule outline except to adjust the notification of the intent to select date. Therefore, she stated that on July 24, the board and the development partner chosen could begin to confirm the contract terms. Lastly, Mr. Trocquet indicated that he would review the schedule to see if moving up the advertisement date would be practical.

A motion was made to approve a Request for Qualification of 935 Senoia Road (RFQ#: DDA-2023-01).

Motion made by Board Member Kaufman, Seconded by Board Member Johnson.
Voting Yea: Chairman Campbell, Vice-Chairman Mount, Treasurer McDuffie, Board Member She, Board Member Reese.

IX. NEW BUSINESS

3. Consideration to approve a contract from *The Motowners* for the May 5th, First Friday event. - ***Phillip Trocquet, Assistant Town Manager***

Mr. Trocquet shared that the contract with *The Motowners* had been signed and was ready to be approved by the board. He asked the board if they had any questions regarding the agreement. Chairman Campbell noted that the total performance fee was \$4,700.00, and the deposit of \$2,350.00 had been paid. However, Ms. Owens clarified that the deposit would be paid once the board approved the contract. Board Member Johnson asked if a rain date policy was included in the contract in case of a cancellation. Ms. Owens stated that the agreement did not have a rain date. She also asked the board if they wanted a rain date included in the contracts in the future. Mr. Trocquet suggested an agreement could include a rain date within the same month. Ms. Owens reiterated that a rain date could be added to future contracts.

After reading the contract, Mr. Perkins noted language regarding cancellation terms. The agreement stated that *The Motowners* would agree to perform on an alternative date in the event of inclement weather. Thus, Attorney Cox asked the board what portion of the performance fee should be included in the contract for event cancellations, and the board agreed to compensate 10% of the contract total to performers.

A motion was made to compensate bands 10% of the total contract amount due to inclement weather cancellations.

Motion made by Board Member Reese, Seconded by Treasurer McDuffie.
Voting Yea: Chairman Campbell, Vice-Chairman Mount, Board Member She, Board Member Johnson, and Board Member Kaufman.

A motion was made to approve a contract from *The Motowners* for the May 5th, First Friday event.

Motion made by Vice-Chairman Mount, Seconded by Board Member Kaufman.
Voting Yea: Chairman Campbell, Treasurer McDuffie, Board Member She, Board Member Johnson, and Board Member Reese.

X. PUBLIC COMMENTS

XI. STAFF COMMENTS

Mr. Perkins inquired about an event cancellation policy and shared that it needed to be a written guideline. He asked the board about a timeframe to cancel an event due to imminent inclement weather. Treasurer McDuffie stated that 24 hours in advance should be adequate; however, a decision should be based on many factors. Town staff added that they would consult with the board before making a final decision.

When deciding to cancel an event, Ms. Owens asked the board to consider other rental costs, such as tent rentals, stages, and tower lights. She also shared that the press release for *The*

*Motown*ers would be sent to radio and local newspapers this week. Ms. Owens also added that banners for the First Friday series would be displayed at Shamrock Park within the next few weeks.

Vice-Chairman Mount thanked the Tyrone Recreation staff for their hard work assisting the DDA with the First Friday events.

XII. BOARD COMMENTS

Chairman Campbell mentioned that he and Vice-Chairman Mount attended the advanced downtown training in Athens at UGA last week. He also shared a few topics that were discussed and knowledge that was gained from the training. In addition, he thanked Mr. Perkins and Mr. Trocquet for their leadership in supporting the DDA since its inception.

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Board Member Reese, Seconded by Board Member Kaufman.

Voting Yea: Chairman Campbell, Vice-Chairman Mount, Treasurer McDuffie, Board Member She, Board Member Johnson.

The meeting adjourned at 9:55 am.

By: _____
Billy Campbell, Chairman

Attest: _____
Ciara Willis, Secretary



DDA ITEM AGENDA REQUEST FORM

Meeting Date: 05/08/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Department:

Staff Report:

Item Description:

Background/History:

Included is the performance agreement with Jamie Pelfrey for June's First Friday event.

Findings/Current Activity:

Legal has not yet finished review of this agreement.

Is this a budgeted item? _____ **If so, include budget line number:** _____

Actions/Options/Recommendations:

Staff recommends approval of this contract conditioned upon Legal Counsel's review and acceptance.

Performance Agreement

Between: The Town of Tyrone DDA

And Jamie Pelfrey Band

(individually and collectively the "Performer")

Background:

A. The performer is a band known as: Jamie Pelfrey Band

B. The Purchaser wishes to engage the Performer and is willing to undertake to do so, subject to the terms and conditions as follows:

In consideration of and as a condition of the Purchaser hiring the Performer and other valuable consideration,

the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Address of the Performer

The Performer will be represented by a primary contact (the "Performer Contact"). Any payments by check or money order should be made out to the Performer Contact. The Performer's address is as follows:

Band Manager: Jamie Pelfrey

Address: 17 Sherman Lane, Cartersville, GA 30121

Telephone: (404) 862-0779

Email: jpelfreymusic@gmail.com

This contract (the "Agreement") made and entered into this 27th day of February, 2023

(the "Execution Date"),

The Town of Tyrone DDA

"Jamie Pelfrey Band"

Atlanta, Georgia

404-862-0779

Address of the Purchaser (PLEASE FILL IN)

The Purchaser's address is as follows:

Address: 960 Senoia Rd, Tyrone, GA 30290

Telephone: 770-487-4694

Email: lowens@tyrone.org

Venue:

The place of performance (the "Venue") is located at:

Name: Shamrock Park

Address: 960 Senoia Rd, Tyrone, GA 30290

1. Performance

The entertainment to be provided by the Performer is generally described as a family friendly festival.

2. Date and Time of Performance

The date of the Performance is Friday, June 2nd, 2023. The Venue will be available for set-up and sound check on June 2, 2023 by 2:00PM. The Band will play a two hour set, with no breaks.

3. Payment

In full consideration for all services rendered by the Performer, the Purchaser agrees to pay the Performer a fixed fee of \$1600.00 (the "Fee").

4. Performer Expenses

The Performer agrees that the Fee is inclusive of all accommodations, traveling expenses to and from the Venue and covers any payments whatsoever due to other members of the group or unit, except as expressly provided in this Agreement.

5. Refreshments

The Purchaser will provide a cooler filled with ice, bottled water and gatorades.

6. Deposit

The total amount of \$250 will be sent to the Band Manager for the date requested.

7. Deposit Refund

The deposit is not refundable, except as provided in this Agreement.

8. Overtime

If and when agreeable to the Purchaser and the Performer, the time of the Performance may be extended at the hourly overtime rate of \$400.00, to be paid prior to the overtime period.

9. Payment of Balance

The Purchaser is paying the remaining balance of \$1350 before set up on June 2nd, 2023. Remaining balance will be in the form of a check made out to the band leader: Jamie Pelfrey.

10. Cancellation By Purchaser

The Purchaser reserves the right to cancel this agreement without obligation upon notice to the Performer prior to May 15th, 2023. In the event of said cancellation, all payments made to the Performer will be forfeited.

11. Cancellation By Performer

The Performer reserves the right to cancel this Agreement without obligation upon notice to the Purchaser prior to May 15th, 2023. In the event the Performer cancels the Performance under the terms of this section, the Performer will promptly return any funds already paid to the Purchaser.

12. Non-performance by the Purchaser

Those obligations of the Purchaser that are to be completed prior to the Performance of the Performer are conditions precedent which must be carried out in full by the Purchaser before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Purchaser cancels or postpones any performance without proper notice or fails to make any payment or fails to carry out any other condition precedent as required by this Agreement then the Purchaser will be in breach of this Agreement and the Performer will have no further obligations under this Agreement. The Purchaser will forfeit any funds already paid to the Performer.

13. Sound and Lighting Systems

The Purchaser will provide all sound and lighting systems required to facilitate the Performance as agreed upon by both parties. The Performer warrants that all equipment is in good working order, and fit for its purpose. The Performer will designate a representative who will have sole authority in mixing and controlling all sound equipment during the Performance and during each rehearsal. Notwithstanding the above, the adjustment of the volume and sound level of any equipment will be at the sole discretion of the Purchaser.

14. Security Deposit

The Performer will not be required to post a bond or security deposit against any or all possible damage related to or arising from the Performance.

15. Force Majeure

Neither the Performer nor the Purchaser will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Purchaser. However, failure to perform will result in the Performer returning any and all outstanding funds to the Purchaser.

16. Sickness and Accidents

The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident, such incapacity to be confirmed in writing by a medical doctor. However, failure to perform will result in the Performer returning any and all outstanding funds to the Purchaser.

17. Key Personnel

The band will consist of 5 pieces.

18. Recording of the Performance

Recording or transmitting of the Performance by anyone through any means whatsoever will be allowed under this agreement.

19. Merchandising

The Performer will not be permitted to display or offer for sale CDs, tapes, and other items at the Performance.

20. Exclusivity

The Performer will perform exclusively for the Purchaser throughout the actual period of services of this Agreement unless otherwise provided by the Purchaser in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

21. Indemnification

The Performer is responsible only for its own conduct. The Performer will be compensated by the Purchaser for any and all damage done to the Performer's equipment by the Purchaser, its agents or guests. The Purchaser indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

22. Permits

The Purchaser warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

23. Dress Code

The Performer will be suitably and tidily dressed during the Performance.

24. Hazardous Material

The Performer and any other person associated with the Performer agree not to bring into the

Venue any material, equipment, or other object which is likely to constitute a hazard of bodily harm to any person or which is likely to constitute a hazard to property.

25. Pyrotechnics

No pyrotechnic devices will be allowed during the Performance. Violation of this provision will result in immediate cancellation of the Performance and this Agreement.

26. Security

The Purchaser will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Purchaser is also responsible to ensure that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

27. Picket Lines

The Performer will not be required to cross a picket line established by a labor organization at the Venue nor will the Performer be disciplined, or this Agreement be considered or deemed breached by the Performer, by reason of the Performer's refusal to cross such picket line.

28. Governing Law

The Purchaser and the Performer submit to the jurisdiction of the courts of the State of Georgia for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

This Agreement will be enforced or construed according to the laws of the State of Georgia.

29. Mediation and Arbitration

If a dispute will arise under the terms of this Agreement, the party claiming the dispute will have 30 days to notify the other party. The party not claiming the dispute will have 30 days to remedy the dispute. In the event that the dispute is not remedied within this time period, then any party at its option will have ten (10) days to submit the dispute to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, any outstanding

rules will be submitted to final and binding arbitration in accordance with the statutory rules of that program. If such services are not available, the dispute will be submitted to arbitration in accordance with the laws of the State of Georgia. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Georgia.

30. Covenant of Good Faith and Fair Dealing

The Purchaser and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

31. Miscellaneous Terms

Time is of the essence in this Agreement.

32. The Performer and the Performer's crew will not be in possession or consume at the Venue any drugs.

33. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

34. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules, or any other requirements including building and fire regulations. The Performance will not contain any lewd or indecent acts, images, or language. If the Performer violates this section, the Purchaser may immediately cancel the Performance and this Agreement.

35. The Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement.

36. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

37. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be

reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

38. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Purchaser by the Performer or to the Performer by the Purchasers, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

39. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Purchaser's successors and assigns.

40. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Purchaser for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

41. The Purchaser will be responsible for providing suitable power and electricity for the Performance.

42. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Purchaser will control the scheduling of the Performance. The Performer is not an employee of the Purchaser. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other Purchasers.

43. Any notices or delivery required here will be deemed complete when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the

respective addresses contained in this Agreement or as the parties may later designate in writing.

44. The Performer and the Purchaser each hereby agree that GigMasters.com, Inc. is not responsible for any loss, injury, claim, liability, damage, or consequential damage caused by, arising out of or otherwise related to the Performance, this Agreement, or any matter related thereto, or for any other reason. The Performer and the Purchaser each agree to indemnify and hold GigMasters.com, Inc., its directors, officers and employees, harmless from any claim, demand, or damage, including legal fees, asserted by any third party due to or arising out of the Performance, this Agreement, or any matter related thereto, or for any other reason. GigMasters.com, Inc. shall be entitled to rely on, and shall be a third party beneficiary of, this section. The Performer and the Purchaser each hereby agree that this Agreement is solely between the Performer and the Purchaser. The Performer and the Purchaser each hereby agree that GigMasters.com, Inc. is not responsible for this Agreement, the Performance, or any matters related thereto, and GigMasters.com, Inc. shall not be required to intervene, arbitrate, negotiate or otherwise become a party to or involved in this Agreement, the Performance, or any matters related thereto. GigMasters.com, Inc. shall not be required to intervene, arbitrate, negotiate or otherwise become a party to or involved in this Agreement, the Performance, or any matters related thereto.

In witness whereof the Performer and the Purchaser have duly affixed their signatures under hand and seal on this 27th Day of February, 2023.

Lynda Owens

Jamie Pelfrey

Thanks again!!

Jamie



DDA ITEM AGENDA REQUEST FORM

Meeting Date: 05/08/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Department:

Staff Report:

Item Description:

Background/History:

Included is the contract with Hunter Callahan Band for August's First Friday event.

Findings/Current Activity:

Legal has not yet finished review of this agreement.

Is this a budgeted item? _____ **If so, include budget line number:** _____

Actions/Options/Recommendations:

Staff recommends approval of this contract conditioned upon Legal Counsel's review and acceptance.

HUNTER CALLAHAN MUSIC – CONTRACT

This contract (the "Agreement") is made on this day of **March 6, 2023**, between the Tyrone Downtown Development Authority (the "Customer") and **[Hunter Callahan]**(the "Band") for the hiring of Band as independent contractors to perform (the "Show").

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue **[Shamrock Park]**, located at the address **[960 Senoia Road]**, on the **[4th]** day of **[August, 2023]** at **[6:00pm]**.
2. **Description of Show.** The event will be a musical performance with musical content decided by Band as well as requests from Customer. The event will consist of a full band set that will last of a minimum of 60 minutes (maximum of 180 minutes)
3. **Payment.** Compensation for the Show will be \$1000, payable by check, Paypal, or Cash App/ Venmo (together being the "Fee").
4. **Cancellation.** If full payment is not made immediately prior to the Band's Show, Show may be cancelled by Band, and Customer may not seek any damages. Cancellation may be made by Customer for any reason prior to the event, in which case Customer's deposit is non-refundable If Band initiates the cancellation of the Event, Band must refund Customer entirely.
5. **Force Majeure.** In the event the services cannot reasonably be rendered because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the deposit shall be refunded refundable, , or the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Customer.
7. **Security, Health, and Safety.** Customer warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.
8. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

10. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement. All riders must be in writing and signed by the parties.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Customer Representative warrants s/he has authority to bind Customer and Venue (above).

TYRONE DOWNTOWN DEVELOPMENT
AUTHORITY


(SEAL)

Billy Campbell, Chairman

ATTEST:

Ciara Willis, Secretary

Hunter Callahan



Hunter Callahan, Owner



DDA ITEM AGENDA REQUEST FORM

Meeting Date: 05/08/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Department:

Staff Report:

Item Description:

Background/History:

Included is the contract with Fun Flicks for September's First Friday event.

Findings/Current Activity:

Legal has not yet finished review of this agreement.

Is this a budgeted item? _____ **If so, include budget line number:** _____

Actions/Options/Recommendations:

Staff recommends approval of this contract conditioned upon Legal Counsel's review and acceptance.

**Invoice #13261639**

Sign & Pay Online!

If you need to print and mail your contract, please mail to:

Thomas & Braun LLC

501 Darby Creek Rd Ste 49a Lexington, KY, 40509-2740

(478) 910-1107

Billing Information**The Town of Tyrone: DDA****Tyrone Development Authority**

, GA

Home Phone:**Cell Phone:** (770) 881-8295**Office Phone:** (770) 487-4694**Delivery Location Information****Shamrock Park**

960 Senoia Rd

Tyrone, GA 30290

On-site Contact:

Event ID #: 13261639
Invoice Date: 4/10/2023
Rep: Jonathan Berry

Rental Date: 9/1/2023
Arrival Time: 6:15pm
Equipment Start Time: 8:15pm
Equipment End Time: 10:45pm

Delivery Method: Fully Hosted
Surface Type: Grass - Allow Stakes

Rental Items	Qty	Total
26-ft (20x12 Viewable) Blockbuster Movie Screen	1	\$1,099.00
All Projection, Sound & Cables	1	\$0.00
FREE Weather Assurance Plan (Subject to Availability)	1	\$0.00
Movie Licensing	1	\$0.00
We Bring the Movie	1	\$30.00
Laptop Connection Request	1	\$0.00
Order subtotal		\$1,129.00
Distance Charges		\$55.23
Surcharge*	8.0%	\$87.92
Total		\$1,272.15
Deposit Due		\$636.08
Amount Paid		\$0.00
Balance Due		\$1,272.15

*Surcharge is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the trademark registration

There may be discounts on your order that are part of a special offering. If changes made to an event/event series make it ineligible for an applied discount, the discount is subject to removal. Any payments made on events that have not been completed may be moved to cover outstanding balances.

Pre-Paid Gratuity: As a convenience to our customers, you can include a pre-paid gratuity for your technician at the time of your booking. If you would like to pay gratuity later, you can give it directly to your tech on-site or call our office after your event and we'll be happy to add it then.

Please Note: Your rental must be paid in full 14 days prior to your event date.

Section [PN], Item 4.

Your reservation is not confirmed until you have signed this rental agreement. No refunds are offered and all postponements or cancellations will be credited towards future rentals.

Equipment Rental Agreement: Our goal is to provide you with friendly, FUN, professional & quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather and emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome, then the terms and conditions written here are the only acceptable terms of negotiation.

By making your deposit or payment in full, you are agreeing to these terms and conditions described on the invoice above and Rental Agreement below.

Deposits: A 50% deposit is required to confirm your event date.

If you need to make alternate arrangements to meet our deposit requirements, please contact your Sales Rep. If you are making this reservation less than 14 days prior to your event date, then payment in full is required at the time of your reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed Rental Agreement.

Final Payments: Your final balance must be paid to us no later than 14 days prior to your event rental date. Your rental may be cancelled if we have not received your final payment by that time. Customers can make post-event payment arrangements with Purchase Orders or other terms with our approval.

Return Check Charge: There is a \$50 charge for all returned checks.

CANCELLATION FEE POLICY

You always have 18 months to re-book your rental instead of forfeiting funds, but if you must cancel the terms are listed here.

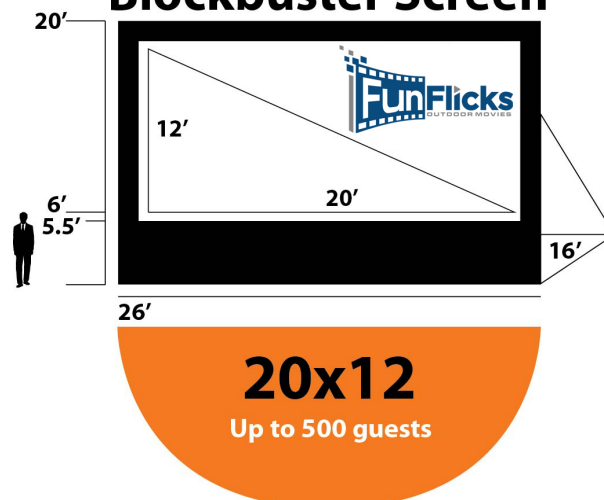
30+ Days Prior To Event Date	Pay 25% of Event Rental Total
15 - 29 Days from Event Date	Pay 50% of Event Rental Total
14 Days or Less from Event Date	Pay 100% of Event Rental Total

RESCHEDULING FEE POLICY

Reschedule 30+ Days from Event Date	Pay 5% of Event Rental Total
Reschedule 15-29 Days from Event Date	Pay 10% of Event Rental Total
Reschedule 14 Days or Less from Event Date	Pay 20% of Event Rental Total

INFORMATION & TERMS *Details For Your Specific Rental*

Blockbuster Screen



Additional 25' Needed for Projection Table Setup (Front or Rear Projection Capable)

- Includes HD Projector, Blu-ray Player, Amplified Speakers, Sound Mixer, Microphone & All Cables
- 2 1/2 Hours Standard Rental Time

- FunFlicks Tech for setup, operation and breakdown (If you selected the Drop Off Option we will setup and breakdown but will not be on-site for operation)

Section [PN], Item 4.

WEATHER POLICY:

We DO NOT cancel your event for weather related reasons until the day of your event, long distance events may be asked to make a decision the day prior.

Weather predictions change (often!) --- we want to give you the opportunity to have the event, so we do not allow weather related cancellations or rescheduling until the day of your event. If you do cancel/reschedule your event prior to the day of your event, you may be required to pay a rescheduling or cancellation fee (see Fee Schedule).

40%+ CHANCE OF RAIN: If there is a 40%+ chance of rain or if winds are forecasted to be 15+ MPH (less for extremely large screens) for the period starting two hours before, during, and two hours after your event, we reserve the right to cancel your event for that date in order to protect our clients, hosts, and equipment. We also reserve the right to setup our screen parallel to the wind regardless of where customer would like placement, in order to minimize risks associated with gusts of wind.

LESS THAN 40% CHANCE OF RAIN: We will mutually discuss and agree to proceed or postpone using the Proceed/Postpone Weather Options listed below.

PROCEED/POSTPONE WEATHER OPTIONS: It is agreed by both parties that www.weather.com is the tool used to verify weather percentages and wind speeds. Simply visit www.weather.com the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 2:00 PM on the day of the event to make a final decision, using the following options:

1. Move your event indoors: (keep in mind our screens are very tall and will not fit in most residences). If you move your event indoors and you need to move down in screen size in order to fit your available location, there are no refunds or discounts for changing screen sizes due to weather and indoor requirements, and smaller screens are subject to availability.
2. Postpone/Reschedule: You can reschedule your screen rental, if you have chosen a discounted day that discount may not be available on the future date and should be discussed with our sales team.
3. Take Your Chances: If you choose to have our host dispatched to your location and we cannot complete your event due to poor weather conditions, you will not receive a refund and another event will not be scheduled. This would constitute your event!
4. After the Event Day Confirmation Contact occurs, you wish to postpone your event a fee will be charged. You must pay any fees prior to rescheduling your event. The schedule of fees are as follows:
 - If the host is not already in route to your event, a Restocking fee of \$100 will be charged for the host to return the equipment to the warehouse.
 - If the host is already in route and/or has arrived on-site but not yet unloaded equipment, a \$100 Restocking fee will be charged, a Travel fee \$1.50 per mile from the warehouse to the point when the host is notified (a minimum charge of \$25.00).
 - Once the host has begun unloading any equipment, the event is considered in progress and no further rescheduling can be made, except those covered in the contract.

FunFlicks of Georgia does not refund event payments in case of weather related cancellations/reschedules. You will have 12 months to reschedule your movie screen rental in the case of inclement weather. Your options for reschedule dates are governed by the Weather Assurance Plan that you chose at the time of your booking.

COVID Exception: Should the Local, State or Federal Government institute restrictive measures that place encumbrances on either party as to affect the operations of what would be deemed "normal", the client will be allowed to re-schedule to a time when said restrictions are not being enforced. All rates will be honored for events that have signed and paid a minimum of a deposit and no penalties applied.

We Bring the Movie: This service is only available when FunFlicks of Georgia obtains Movie Licensing for your event. It is only available given enough notice to obtain the movie.

Laptop Connection Request: You have added the Laptop Connection to your rental. Customer is responsible for providing the laptop or other device for playing media that is not on a disc, and verifying their connection types with our staff to ensure compatibility with our projection and sound system. We currently only support laptops with a native HDMI connection. If you want audio to play through our system your device will need to have a 3.5mm headphone jack.

PLEASE NOTE: If we provide screen upgrade due to equipment availability and your event is rescheduled for any reason, you may not receive the screen upgrade at your rescheduled event.

1. Event Day Confirmation Call: We will call you on the morning of your event between 10:00 AM - 2:00 PM to confirm your event. You must be available to take our call that day or you can request a text message for confirmation as well. message, you need to be able to reply with your confirmation that our message was received. If there is more than 15 minutes of rain or wind is forecasted 15+ MPH on your date as listed on weather.com, we will not dispatch our tech for delivery without talking with you. This means that if you do not respond to the text message or take our call, we will not be able to deliver your rentals.

Section [PN], Item 4.

If, after the Event Day Confirmation Call occurs, you wish to postpone your event a fee will be charged. You must pay any fees prior to rescheduling your event. Please see Weather Policy for explanation of fees.

2. Rental Period: your Movie Start Time is the time that we expect to start your main feature presentation. If you need to start later than your listed start time, please let us know in advance. If your start time is changed by more than 15 minutes once we are on-site, you will be charged an additional \$50 for each hour or portion of an hour that the start is delayed.

3. Tech Arrival & Movie Start Time: We will arrive at the approximate time listed at the top of this contract (Arrival Time). Our arrival time may vary from the time listed here due to traffic or other circumstances. We include significant buffer time in the equipment setup period to allow for this variance. 95% of our event rentals start on time and we will make every effort possible to meet your Movie Start Time listed, however we do not guarantee that your movie will start at the Movie Start Time. No refunds or credits will be issued for not starting your movie at the Movie Start Time listed here.

4. Tech Responsibilities

Full Service Option: Our tech is provided to deliver & setup equipment, change media, connect devices, make adjustments and breakdown equipment. We will stay on-site during the duration of your screen rental to ensure that everything runs as smoothly as possible. Our tech is happy to help out with most event related items but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside the ones listed here.

Drop-Off Service Option: Our tech will deliver, setup & breakdown your rental equipment but will not remain on-site for the duration of your event. If any technical difficulties arise, you will call our On Call Manager or the Delivery Tech for support. In the event of inclement weather, customer is responsible for covering equipment or moving it to a safe location.

5. Parking & Unloading: Customer must provide adequate parking for loading/unloading, including any costs, permits or passes, to allow host an unloading point within 100 yards of the screen setup location.

6. Screen Location, Size & Surface Type: Customer is responsible for ensuring our screen & projection gear will fit at rental location. It must be completely dark (15 minutes after official sunset) before projection can begin, unless the event is held indoors. We normally secure our screens by placing 18" stakes in the ground around the screen. If we cannot place stakes in the ground for any reason (no stakes allowed, pavement, concrete, etc.) customer is responsible for providing weighted item for tying off to secure the screen. Examples would be water filled trash cans, sand bags, cinder blocks, etc. Customer is responsible for letting us know if these items are not available on-site at least 72 hours prior to rental. FunFlicks of Georgia offers sand bag and water barrel rentals for locations that where stakes are not allowed and customer is responsible for securing these items prior to event date.

7. Lighting: Customer is responsible for minimizing the amount of light in the area above and nearby the screen. Parking lights, street lights, flood lights, stadium lights, etc. will degrade the quality of the image on our screen and make it appear washed out. FunFlicks of Georgia is not responsible for the quality of the video image if all light sources within 100' of the screen are not turned off.

8. Electrical Requirements: Customer must provide sufficient power on-site for our equipment to operate correctly. You will need to provide 3 outlet(s), each on a separate circuit breaker for the rentals you requested. Power outlets must be located within 100' of the location where our screen/equipment will be setup. We will not setup equipment more than 200' from a power source.

Generators: Customer may provide a generator with at least 5,000 watts of continuous power and 2 separate circuit breakers. Inverted power is strongly recommended. FunFlicks of Georgia will not be responsible for customer provided generators that fail, trip breakers or otherwise don't function with our equipment. We offer generator rentals at additional charge in some locations.

9. Customer Provides All Media: Unless specifically licensed through FunFlicks of Georgia and listed in this agreement, all media to be played on our screen/system must be provided by the customer. Our system plays standard, commercially produced DVD and Blu-ray discs. We currently do not support 4K, Ultra HD or other disc types other than standard DVD and Blu-ray.

1. We are not responsible for scratched media, custom burned media, download media or any other content issues/errors that occur with our equipment. We use new equipment that has been tested with most commercial DVD/Blu-ray discs. Please be prepared to provide a backup copy of your movie or other content you plan on playing in our systems in case there are problems with the primary disc.

2. If you are connecting a laptop, cable box, gaming system or other media devices you must tell us in advance and it must be included in this contract. If you do not see your media type listed (i.e. laptop, live TV, video gaming) then it assumes a standard DVD or Blu-ray disc. Please contact your Sales Coordinator if you are not showing a standard disc type. **Any special connectors required to connect customer provided equipment to our system shall be provided by the customer. Extending your service to our equipment is also the customer responsibility (additional coax to move cable box to our equipment, etc). FunFlicks of Georgia can advise the specific connections our system can accommodate.**

3. Customer is responsible for all licensing and other costs associated with any content or media used on a FunFlicks of Georgia system.

10. Equipment Malfunctions: All equipment is tested and maintained for your assurance - however there is always the risk of technical malfunctions. If we experience an equipment issue on-site, we will make every effort to get it fixed on-site within 60 minutes, or get replacement equipment delivered to your location within 60 minutes of diagnosis. If we are unable to get the equipment working or are unable to get a replacement on-site within 60 minutes from our diagnosis of problem, then FunFlicks of Georgia will provide a rescheduled rental on a date mutually agreeable by customer and FunFlicks of Georgia, not to be scheduled later than 18 months from the originally scheduled date. We do not offer refunds for technical malfunctions.

FunFlicks of Georgia is not responsible and will not pay for incidental or consequential damages caused by any delays or equipment malfunctions. This includes but is not limited to food, entertainment, labor, sponsorships, other rentals, or other costs incurred by customer in conjunction with this rental.

Customer Provided Equipment: We will substitute any customer provided equipment in the case of failure (i.e. DVD player, projector, speakers, cables, etc.), however no refund or credit will be provided if event goes on as planned. If delayed more than 60 minutes, customer can opt to request a rescheduled rental option subject to approval by FunFlicks of Georgia.

11. Sprinklers & Venue Safety: Customer is responsible for ensuring that sprinkler systems are turned off in the area where our screens & other equipment will be setup. If sprinkler systems are activated during your rental and our equipment is subjected to water from sprinklers, you will be charged a \$150 cleaning fee. If any equipment is damaged by water from sprinkler systems, then customer is responsible for paying repair or replacement costs for damaged equipment.

Customer is responsible for providing a safe venue for our equipment and our technician. We reserve the right to not setup our equipment in or vacate any environment our technician deems to be unsafe. This includes but is not limited to factors such as weather (or impending weather), uneven terrain, unsafe structures, uncontrolled crowds, unacceptable power quality, standing water, etc. In extremely unsafe conditions, regardless of source of the unsafe conditions, the technician will abandon the equipment and vacate the venue. FunFlicks of Georgia does not issue refunds and no rescheduled rental will be provided for cancellations caused by unsafe conditions. The customer is responsible for paying repair or replacement costs for damaged/stolen equipment due to unsafe venue conditions or subsequent abandonment of equipment. Event weather related concerns are covered separately by our Weather Policy.

To insure the safety of our technician(s), the customer is responsible for having a representative on site from technician arrival until technician departure. In the event the technician's vehicle location is not in the immediate area of the venue, this responsibility includes escorting the technician to/from their vehicle for each loading trip. We appreciate your participation in insuring the safety of our technician.

ADVERTISING, PHOTOGRAPHS & PROMOTION: The customer gives their full consent and permission to FunFlicks of Georgia, its local affiliates and contractors, their sponsors and/corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of people and activities that are made during the course of this event. In addition, FunFlicks of Georgia may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

COMPLETE AGREEMENT: This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Customer acknowledges that by making payment and/or signing, that this Rental Agreement is a legal and binding contract. To cancel or reschedule a rental, sufficient notice must be given by Customer in accordance with the terms outlined in this Rental Agreement and that Customer may incur additional fees for doing so. Any rescheduled event is subject to availability at the time of cancellation or postponement. Refunds are not provided for rentals from FunFlicks of Georgia. FunFlicks of Georgia may, at its sole discretion, provide credits towards future events for weather related and other cancellations.

Signature

Printed Name

Date

Section [PN], Item 4.



DDA ITEM AGENDA REQUEST FORM

Meeting Date: 05/08/2023

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Department:

Staff Report:

Item Description:

Background/History:

In January of 2022 the DDA Board voted to enroll in GIRMA membership and approve insurance coverage through the Georgia Municipal Association and GIRMA.

Insurance renewal has been presented to the DDA for another term

Findings/Current Activity:

Insurance coverage will remain the same as last year and includes General Liability, Automobile Liability, Public Official Liability, and Property Liability.

Is this a budgeted item? _YES_ If so, include budget line number: _____

Actions/Options/Recommendations:

Staff recommends approval of insurance renewal with GIRMA in an amount not to exceed \$4,375

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2023-2024

DOWNTOWN DEVELOPMENT AUTHORITY OF TYRONE

TY4

950 Senoia Road
Tyrone, GA 30290

Coverage Period:

May-01-2023 to May-01-2024

Presented by:



201 Pryor Street
Atlanta, GA 30303

Quote Date:

4/27/2023

Administered by:

Lockton Companies

3280 Peachtree Road NE #250
Atlanta, GA 30305

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2023-2024

Section [PN], Item 5.

DOWNTOWN DEVELOPMENT AUTHORITY OF TYRONE

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products / Completed Operations	\$1,000,000
Failure to Supply Utilities	\$1,000,000
Fire Legal Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
General Aggregate	Unlimited
Products / Completed Ops Aggregate	\$5,000,000
Failure to Supply Utilities Aggregate	\$5,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$1,000
Law Enforcement Liability Deductible	\$1,000
Employee Benefits Liability	\$1,000,000
Employee Benefits Aggregate	\$5,000,000
Form	Occurrence
Deductible	\$1,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2023-2024

Section [PN], Item 5.

DOWNTOWN DEVELOPMENT AUTHORITY OF TYRONE

Public Officials / Errors & Omissions Liability	Limit of Liability
Each Wrongful Act or Occurrence	\$1,000,000
Aggregate Limit	\$5,000,000
Form	Occurrence
Deductible	\$1,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

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Disclaimer:

Georgia Interlocal Risk Management Agency

Section [PN], Item 5.

RENEWAL TERMS FOR 2023-2024

DOWNTOWN DEVELOPMENT AUTHORITY OF TYRONE

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$0
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$1,000
Uninsured Motorist Deductible	\$0

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$1,000
Collision Deductible	\$1,000
Hired Physical Damage Deductible	\$1,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

	Limit of Liability
Crime / Fidelity	
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$1,000
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2023-2024

DOWNTOWN DEVELOPMENT AUTHORITY OF TYRONE

Property	Limit of Liability
Total Insured Values	\$318,000
Blanket Building & Contents	\$318,000
Mobile Equipment	\$0
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$318,000
Earthquake Limit	\$318,000
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$1,000
Deductible – Mobile Equipment All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$1,000
Deductible – Named Windstorm for Tier 1 Only* * Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$318,000
Ordinance or Law Limit	\$318,000
Hazardous Substance	\$250,000
Deductible	\$1,000
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$318,000
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2023-2024

Section [PN], Item 5.

DOWNTOWN DEVELOPMENT AUTHORITY OF TYRONE

Cyber	Limit of Liability
Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$0
Deductible	Nil

Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

Disclaimer:

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2023-2024

DOWNTOWN DEVELOPMENT AUTHORITY OF TYRONE

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$99
Law Enforcement Liability – Before Credit	\$0
<i>Law Enforcement Initiative Credit Amount</i>	<i>\$0</i>
Law Enforcement Liability – After Credit	\$0
Public Officials Liability	\$678
Automobile Liability	\$0
Automobile Physical Damage	\$0
Property – Buildings & Contents	\$998
Mobile Equipment	\$0
Police Animal Mortality	\$0
Crime / Fidelity	\$32
Boiler & Machinery	\$325
Uninsured Motorist	\$0
Sub Total	\$4,375
Less Renewal Credit	\$0
Total	\$4,375

Disclaimer:

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Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

CONTRIBUTION PAYMENT TERMS

DOWNTOWN DEVELOPMENT AUTHORITY OF TYRONE

RLFC# TY4

INVOICE NUMBER 335089

EFFECTIVE DATE 05/01/2023

INVOICE AMOUNT \$4,375

PROPOSAL NUMBER RTY4-PR2023-1

PAYMENT TERMS:

- OPTION 1: Full Amount Due on Binding
- OPTION 2: 50% Down – Balance due in 30 days
- OPTION 3: 25% Down – Balance due in 4 monthly installments. The entire contribution must be paid within 6 months of the effective date.

Checks should be made payable to **GIRMA**. Please sign and return with your check to:

Georgia Interlocal Risk Management Agency
P.O. Box 105377
Atlanta, Georgia 30348

Please sign and date on the lines below that you have read and accept the limits and deductibles outlined in the renewal terms. Please return the signed invoice with your initial payment to the GIRMA address above.

Authorized Signature

Date

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
Downtown Development Authority of Tyrone (TY4)	Effective Date	05/01/2023
GENERAL LIABILITY		
Grants Administered	\$0	
GROSS OPERATING EXPENDITURES	\$99	
PARK ACREAGE	\$0	
HOUSING AUTHORITIES - UNITS	\$0	
PUBLIC UTILITIES - CABLE / TELECOM	\$0	
PUBLIC UTILITIES - ELECTRIC	\$0	
PUBLIC UTILITIES - GAS	\$0	
PUBLIC UTILITIES - SEWER	\$0	
PUBLIC UTILITIES - WATER	\$0	
REFUSE COLLECTION	\$0	
SCHOOLS - ALL OTHER STUDENTS	\$0	
SCHOOLS - TRADE OR VOCATIONAL STUDENTS	\$0	
WATER RELATED ACTIVITIES - # BEACHES, LAKES, POOLS	\$0	
GENERAL LIABILITY TOTALS		\$99

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE		Contribution Breakdown	Contribution Total
AUTOMOBILE LIABILITY	Number of Vehicles	Contrib Per Vehicle	Total Contribution
Trucks - Van, Pickups, Light Trucks	0	\$0.00	\$0.00
Trucks - Medium Weight	0	\$0.00	\$0.00
Trucks - Heavy Weight	0	\$0.00	\$0.00
Trucks - Extra Heavy Weight	0	\$0.00	\$0.00
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00
Trucks - Garbage	0	\$0.00	\$0.00
Trucks - Fire Trucks	0	\$0.00	\$0.00
Private Passenger - Fire Cars	0	\$0.00	\$0.00
Private Passenger - Police Cars	0	\$0.00	\$0.00
Private Passenger - All Other Type Cars	0	\$0.00	\$0.00
Trailers - Semi Trailers	0	\$0.00	\$0.00
Trailers - Trailers	0	\$0.00	\$0.00
Buses - Public Transit Buses	0	\$0.00	\$0.00
Buses - School Buses	0	\$0.00	\$0.00
Motorcycles	0	\$0.00	\$0.00
AUTO LIABILITY TOTALS	0		\$0

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE			Contribution Breakdown	Contribution Total
AUTOMOBILE PHYSICAL DAMAGE	Number of Vehicles	Contrib Per Vehicle	Total Contribution	
Trucks - Van, Pickups, Light Trucks	0	\$0.00	\$0.00	
Trucks - Medium Weight	0	\$0.00	\$0.00	
Trucks - Heavy Weight	0	\$0.00	\$0.00	
Trucks - Extra Heavy Weight	0	\$0.00	\$0.00	
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00	
Trucks - Garbage	0	\$0.00	\$0.00	
Trucks - Fire Trucks	0	\$0.00	\$0.00	
Private Passenger - Fire Cars	0	\$0.00	\$0.00	
Private Passenger - Police Cars	0	\$0.00	\$0.00	
Private Passenger - All Other Type Cars	0	\$0.00	\$0.00	
Trailers - Semi Trailers	0	\$0.00	\$0.00	
Trailers - Trailers	0	\$0.00	\$0.00	
Buses - Public Transit Buses	0	\$0.00	\$0.00	
Buses - School Buses	0	\$0.00	\$0.00	
Motorcycles	0	\$0.00	\$0.00	
PHYSICAL DAMAGE TOTALS	0			\$0

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

Section [PN], Item 5.

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
UNINSURED MOTORIST LIABILITY		\$0
LAW ENFORCEMENT LIABILITY	\$0.00 per officer	\$0
PUBLIC OFFICIALS LIABILITY		\$678
PROPERTY (including Mobile Equipment and Boiler & Machinery)	Values / Rates	\$1,323
Total Insured Value	\$318,000	
Rate per \$100 of Value	\$0.4160	
POLICE ANIMALS	\$0	\$0
CRIME	\$32.00 per employee	\$32
TOTAL CONTRIBUTION*		\$4,375

* Figures may be off by \$1 due to rounding