



## TOWN COUNCIL MEETING - REVISED

**December 04, 2025 at 7:00 PM**

*950 Senoia Road, Tyrone, GA 30290*

**Eric Dial**, Mayor

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

**Jessica Whelan**, Post 1

**Dia Hunter**, Post 2

**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager

**Dee Baker**, Town Clerk

**Dennis Davenport**, Town Attorney

### I. CALL TO ORDER

### II. INVOCATION

### III. PLEDGE OF ALLEGIANCE

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

### V. APPROVAL OF AGENDA

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

1. Approval of minutes from November 20, 2025.

2. Approval of a contract with Devine Design Laboratories Services for alcohol/drug testing services

3. Approval of a renewed employment agreement for the Town Manager.

### VII. PRESENTATIONS

### VIII. PUBLIC HEARINGS

### IX. OLD BUSINESS

4. Consideration to approve the 881 Senoia Road – Plumbing Improvements Change Order 1, project PW-2024-04 to Action Plumbing not to exceed \$18,000. **Scott Langford, PE**  
**Public Works Director & Town Engineer**

5. Consideration to amend Sec. 4-1, Definitions, of the Town of Tyrone Alcohol Ordinance regarding Event Venues and Performance Venues. **Phillip Trocquet, Assistant Town Manager**
6. Consideration to amend Sec. 4-72, of the Town of Tyrone Alcohol Ordinance regarding Contents of Application for Licenses. **Phillip Trocquet, Assistant Town Manager**
7. Consideration to amend Sec. 4-82 of the Town of Tyrone Alcohol Ordinance regarding Combining Retail and Retail Consumption licenses. **Phillip Trocquet, Assistant Town Manager**
8. Consideration to amend Sec. 4-143 of the Town of Tyrone Alcohol Ordinance regarding License issuance. **Phillip Trocquet, Assistant Town Manager**
9. Consideration to amend Sec. 4-144 of the Town of Tyrone Alcohol Ordinance regarding Sale of Food. **Phillip Trocquet, Assistant Town Manager**
10. Consideration to amend Sec. 4-150 of the Town of Tyrone Alcohol Ordinance regarding Reports of Sales. **Phillip Trocquet, Assistant Town Manager**
11. Consideration to add Sec. 4-164 to the Town of Tyrone Alcohol Ordinance regarding Event Venue/Banquet Hall Operational Standards. **Phillip Trocquet, Assistant Town Manager**
12. Consideration to add Sec. 4-165 to the Town of Tyrone Alcohol Ordinance regarding Performance Venue Operational Standards. **Phillip Trocquet, Assistant Town Manager**

**X. NEW BUSINESS**

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

**XII. STAFF COMMENTS**

**XIII. COUNCIL COMMENTS**

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

**TYRONE TOWN COUNCIL  
MEETING  
MINUTES  
November 20, 2025 at 7:00 PM**

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

**Jessica Whelan**, Post 1  
**Dia Hunter**, Post 2  
**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager  
**Dee Baker**, Town Clerk  
**Dennis Davenport**, Town Attorney

Also present:  
Sandy Beach, Finance Manager  
Terry Noble, Planning Commissioner

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

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

**V. APPROVAL OF AGENDA**

A motion was made to approve the agenda.

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

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

1. Approval of minutes from November 6, 2025.
2. Approval of a contract with Adiquest Music for sound/DJ for The Town Tree Lighting, November 30, 2025, not to exceed \$1,189.99.
3. Approval of a contract for Amusement Masters to provide amusements for The Town of Tyrone Tree Lighting Celebration and Christmas Market on November 30, 2025, in the amount of \$11,248.50.
4. Approval to surplus and dispose of public works equipment.

A motion was made to approve the consent agenda.

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

## **VII. PRESENTATIONS**

## **VIII. PUBLIC HEARINGS**

## **IX. OLD BUSINESS**

5. Consideration to amend the Scope of Work on the 2024, Adams Lake Dam Improvements project PW-2024-10. Scott Langford, PE Public Works Director and Town Engineer

Mr. Langford explained that Adams Lake was a state-regulated dam. It was part of the 2023 SPLOST for vegetation removal. In 2024, a study was conducted to determine if the dam needed to be upgraded to a Category 1 dam as determined by Safe Dams. As a result of the study's need, the scope expanded along with funding for the potential upgrade. Since then, Safe Dams determined that it was only Category 2. Mr. Langford shared that staff was before Council to determine if the scope of work needed to be amended.

Mr. Langford explained that by moving forward, the Town would save costs and provide benefits to the dam for its future safety. He shared six determinations if the scope of work were to be reduced and what that would mean for the dam; of which included, cost increases for future work, by lowering the lake level more than once, there would be substantial fish kill risks, and by reducing the scope it would mean additional inconveniences to residents, school buses, and emergency vehicles.

Council discussed whether it would be beneficial to remain on course with the dam improvements, including the cost of the project. Council Member Campbell shared concerns regarding the need, a timeframe, and any additional costs. Mr. Langford shared that if approved to move forward, it would be cost-effective, and the project should be completed before June 30<sup>th</sup>. He added that minimal additional costs would be covered by SPLOST funds. Council Member Whelan's concern was whether the Town would be getting its money's worth. Mr. Langford assured Council that the improvements should last for many years. Council Member Hunter inquired if the Town would receive official paperwork that indicated the dam was no longer a Category 1 dam. Mr. Langford stated that official paperwork would be issued to the Town by Georgia Safe Dams. He then recommended approval to keep the original plan of dam improvements.

A motion was made not to approve the scope of work amendment on the 2024 Adams Lake Dam Improvements project PW-2024-10.

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

## **X. NEW BUSINESS**

6. Consideration to approve a resolution in support of State legislation supporting "micromobility". - Brandon Perkins, Town Manager

Mr. Perkins reminded everyone that at the last meeting, Mr. Keith Larson from Bike-Walk Fayette presented Council a Resolution for the Town and all Fayette County cities proposing that the State legislature amend Georgia Code as it pertained to regulations of micromobility devices. Through discussions, Mayor and Council agreed that the language was too restrictive to Tyrone as it pertained to specific speed limits to be adopted. Council agreed that changes needed to be made; however, to remove the specific speed limit suggestions. They also agreed that Mr. Larson was well versed regarding the proposed regulations and thanked him for his efforts.

Mayor Dial proposed to remove the specific speed limits that restricted the Town.

A motion was made to approve the resolution in support of State legislation supporting micromobility, with the stated changes.

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

7. Consideration to approve a donated file cabinet from MIH Consulting, LLC to the Finance Department. Sandy Beach, Finance Manager

Ms. Beach shared that MIH Consulting, LLC, offered to donate a 3-drawer file cabinet to the finance department, which was needed.

A motion was made to approve the donated file cabinet from MIH Consulting, LLC, to the Finance Department.

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

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

Mr. Bob Swenson, who lives on Castlewood Road inquired about the reopening of the Post Office. Mayor Dial shared that he would address that during Council comments.

## **XII. STAFF COMMENTS**

Ms. Beach handed Council the new Anthem Blue Cross/Blue Shield insurance rates, which included a 6.7% increase. She added that the rates were initially presented with a 10% increase, and the Town's broker, MSI, got it reduced to 6.7% which was budgeted.

She added that the last three years indicated a flat increase, it was time for a true increase. There was also a rebate of \$95,000 in 2023.

Mr. Perkins shared that the Downtown Development Authority met this week to discuss the future of the food truck park. Staff had a test run for a few weeks and received feedback from the vendors and customer reviews. The consensus was that a full-fledged food truck park would be merited. The long-term goal was to redevelop the property. Mr. Perkins opened a discussion regarding combining the former police department property and the former fire station property, making it more marketable. All agreed that it would be a good idea. Mayor Dial shared that he wanted movement and completion once approved. Council Members Whelan and Furr wished to have more information. Mr. Perkins suggested taking renderings from the U.G.A RSVP study to local developers to get their professional opinion on what would benefit the Town in that space before making concrete decisions.

Mr. Perkins announced that due to an error that was not the Town's, the Millage Rate public hearings needed to be heard again for most Fayette County cities. They were readvertised and would be reheard on December 1<sup>st</sup> at 9:00 am and 6:00 pm, and December 8<sup>th</sup> at 6:30 pm, with the adoption at the same meeting.

Ms. Baker reminded everyone of the Christmas Market and Tree Lighting on Sunday, November 30<sup>th</sup>, from 2:00 pm to 7:00 pm at Shamrock Park.

Mr. Perkins asked everyone to come early to the Christmas program for the dedication of the new Shamrock Pavilion at 1:30 pm.

### **XIII. COUNCIL COMMENTS**

Council Member Campbell wished everyone a Happy Thanksgiving.

Council Member Whelan thanked everyone for a wonderful Veterans Day Program and Mr. Minor for being our speaker. She began a discussion regarding housing a static piece at Veterans Memorial Park and agreed to volunteer her time. The discussion included fundraising, upkeep of the item, and how to obtain a piece such as a small cannon to reduce the liability of someone getting hurt. Also, for the piece to coincide with the new park signage.

Mayor Dial then updated everyone on the Post Office reopening. After discussions with Congressman Jacks' District Director, and reviewing an email from Washington D.C. and our Postmaster, the new anticipated month would be January 2026. Progress is being made, and Phase I is almost complete, according to the Federal Post Office representatives. He shared his frustration; however, was hopeful.

Council Member Hunter congratulated the Sandy Creek High School football team as they were preparing for the second championship playoff game tomorrow night.

#### **XIV. EXECUTIVE SESSION**

A motion was made to move into Executive Session for a personnel item and to review the amended October 16, 2025, Executive Session minutes, and to review the November 6, 2025, 5:30 p.m. and 7:00 p.m. Executive Session minutes.

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

A motion was made to reconvene.

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

A motion was made to approve the amended October 16, 2025, Executive Session minutes.

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

A motion was made to approve the Executive Session minutes from the November 6, 2025, workshop.

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

A motion was made to approve the Executive Session minutes from the regular November 6, 2025, meeting.

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

**XV. ADJOURNMENT**

A motion was made to adjourn.

Motion made by Council Member Campbell.

Voting Yea: Council Member Campbell, Council Member Furr, Council Member Whelan,  
Council Member Hunter.

The meeting adjourned at 8:14 p.m.

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

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





## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** December 4, 2025

**Agenda Item Type:** Consent Agenda

**Staff Contact:** Sandy Beach

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### STAFF REPORT

#### AGENDA ITEM:

Consideration to approve the Devine Design Laboratories Services for alcohol/drug testing of employees.

#### BACKGROUND:

Whenever an employee is involved in an accident in a Town vehicle, they are required to get tested for alcohol/drugs. We used to go to a location in Tyrone that has since closed. Then we were using the hospital for after hours incidences, but they are no longer performing that service to municipalities. Therefore we are requesting to use Devine Design Laboratories Services for these infrequent incidences. We have been told that the other Fayette County municipalities use this company as well.

#### FUNDING:

See the attached price list. Each department has budgeted for these services in the general fund in case they are needed.

#### STAFF RECOMMENDATION:

Staff recommends approval of the attached contract.

#### ATTACHMENTS:

Devine Design Laboratories Services Price List

Devine Design Laboratories Services Contract

#### PREVIOUS DISCUSSIONS:

None



1572 GA 85 North  
Suite 510  
Fayetteville, GA 30214

**Phone:** 770-703-3224  
**Fax:** 470-726-1762  
**Email:** info@divinedesignlabs.com  
**Website:** www.divinedesignlabs.com

### Price List

DOT 5 Panel Urine Test w/MRO	\$34
Non-DOT 10 Panel Urine Test w/MRO	\$34
Non-DOT 10 Panel Urine Test (Rapid)	\$30
Breath Alcohol Test	\$40
Respirator Fit Test	\$40
After Hour Call Out Fee – Additional	\$100
Offsite Fee	\$30
Non- DOT Physical	\$70

- ❖ On-Site Mileage (outside of Divine Design Lab area) \$0.53 per mile (Mileage fee is subject to change based on IRS rate)
- ❖ Wait fee (off-site if collection takes over one hour) \$50.00/per hour, billed in 30-minute increments

## SERVICE AGREEMENT FOR DRUG TESTING SERVICES



Section VI, Item 2.

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

Divine Design Laboratories Services

1572 GA 85 North Suite 510, Fayetteville, GA 30214

Phone: (770) 703-3224

Fax: (470) 726-1762

Email: [info@divinedesignlabs.com](mailto:info@divinedesignlabs.com)

Town of Tyrone

950 Senoia Rd, Tyrone, GA 30290

Phone: (770) 487-4038

Email: [sandy.beach@tyronega.gov](mailto:sandy.beach@tyronega.gov)

WHEREAS Provider offers professional drug and alcohol testing services for employers, courts, and healthcare facilities; and

WHEREAS Client desires to retain the Provider for such services within a 50-mile radius of Provider's service location.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

### **Scope of Services**

Provider shall deliver the following services to Client upon request:

- Non-DOT 10 panel Urine test w/MRO
- Non-DOT 10 panel Urine test (Rapid)

- DOT 5 panel Urine test
- Non-DOT Physicals
- Pre-employment Screening
- Random Drug Testing
- Post-accident and Reasonable Suspicion Testing
- Breath Alcohol Testing
- Respirator fit test
- After-Hour on Call Fee
- Offsite fee
- On-site collections (as scheduled)

### **Service Area**

Off-Site Mileage (outside of Divine Design Laboratories Services) \$0.53 per mile.

### **Service Fees**

The client agrees to pay the following rates:

- DOT 5-Panel Rapid Urine Test: \$34.00 per test
- Non-DOT 10 panel Urine test w/ MRO: \$34.00 per test
- Non-DOT 10 panel Urine test (Rapid): \$30.00 per test
- Non-DOT Physicals: \$70.00
- Respirator fit test: \$40.00
- Breath Alcohol Test: \$40.00 per test
- Offsite Fee: \$30.00 per trip
- After-Hour on Call Fee: \$100.00 per test
- Wait fee (if off-site collection takes over one hour) \$50.00/per hour, billed in 30 min increments

Invoices will be sent monthly and are payable within \_\_\_\_ days.

### **Term and Termination**

This agreement shall begin on an effective date and remain in effect for 12 months, automatically renewed unless terminated by either party with 30 days' written notice.

### **Confidentiality**

The provider agrees to maintain the confidentiality of all test results and sensitive employee information in accordance with HIPAA and applicable federal/state laws.

### **Compliance**

The provider certifies that it will follow all regulations as outlined by:

- U.S. Department of Transportation (if applicable)
- Substance Abuse and Mental Health Services Administration (SAMHSA)
- Applicable state laws and OSHA regulations

### **Indemnification**

Each party agrees to hold harmless and indemnify the other for any claims, liabilities, or damages arising out of their own negligence or misconduct to the extent permitted by law.

### **Entire Agreement**

This Agreement contains the entire understanding of both parties and supersedes any prior agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PROVIDER

Signature: \_\_\_\_\_

Name: Lashunda Ward

Title: Owner/Director

Date: \_\_\_\_\_

CLIENT

Signature: \_\_\_\_\_

Name: Town of Tyrone

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** December 4, 2025

**Agenda Item Type:** Consent Agenda

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

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### STAFF REPORT

**AGENDA ITEM:**

Approval of a renewed employment agreement for the Town Manager.

**BACKGROUND:**

The Town Manager's current employment agreement ends on December 31, 2025 and both parties (Mr. Perkins & The Town) have agreed on a renewal for a term of three years commencing on January 1, 2026.

**FUNDING:**

Click or tap here to enter text.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

None.

**PREVIOUS DISCUSSIONS:**

**EMPLOYMENT AGREEMENT**  
**MAYOR AND COUNCIL FOR THE TOWN OF TYRONE**  
**AND**  
**TYRONE TOWN MANAGER**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Mayor and Council for the Town of Tyrone, Georgia, hereinafter called "Employer," as party of the first part, and Brandon Perkins, hereinafter called "Employee," as party of the second part, for the purpose of establishing an Employment Agreement for the position of Town Manager for the Town of Tyrone, both of whom understand and agree as follows:

**W I T N E S S E T H:**

**WHEREAS**, Employer desires to employ the services of said Employee as Town Manager of the Town of Tyrone, State of Georgia, as provided by the Official Code of Georgia and the Charter for the Town of Tyrone; and

**WHEREAS**, it is the desire of Employer, to provide certain benefits, establish certain conditions of employment, and to set working requirements of said Employee; and

**WHEREAS**, Employee desires to accept employment as Town Manager of said Tyrone, Georgia.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are acknowledged by both parties, the parties agree as follows:

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January 1, 2026

Page 1



SECTION 1. Term.

A. Employee agrees to remain in the exclusive employ of Employer from January 1, 2026 until December 31, 2028 (the “Initial Term”), and neither to accept other employment nor become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 8, Paragraphs A and B of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 8, Paragraph C of this Agreement.

D. In the event written notice is not provided by either party to this Agreement to the other 30 days prior to the termination of the Initial Term, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year (the “Subsequent Term”). Said Agreement shall continue thereafter for one (1)-year periods (“Additional Terms”) unless either party hereto gives 30 days written notice to the other party that the party does not wish to extend this Agreement for an Additional Term.

SECTION 2. Salary.

A. Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of ONE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED THIRTY-SEVEN AND 84/100 (\$165,637.84) DOLLARS, payable in installments at the same time as other

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January 1, 2026

employees of Employer are paid.

B. The Employee's base salary shall be increased each year on July 1 by the greater of:

(1) three percent (3%) of the Employee's then-current base salary, or

(2) the same percentage as any across-the-board cost-of-living adjustment (COLA) or general salary increase granted to other Town employees during the annual budgeting process.

C. In the event no COLA or general salary increase is granted to other Town employees for a given year, no automatic increase shall be applied to the Employee's base salary for that year.

D. These automatic increases shall be in addition to any merit-based or market-based salary adjustments the Employer may approve. All increases shall be calculated against the Employee's then-current base salary and shall take effect on July 1 of each applicable year.

SECTION 3. Duties. Employer hereby agrees to employ Brandon Perkins as Town Manager of Employer to perform the functions and duties specified in the Charter for the Town of Tyrone, Georgia, and to perform other legally permissible duties and functions as Employer may assign.

SECTION 4. Hours of Work. Employee is an exempt employee who is expected to engage in those hours of work which are necessary to fulfill the obligations of his position of employment. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer and, to that end, the Employee shall be allowed to establish an appropriate work schedule. Employee shall work at least forty (40) hours per week.

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January 1, 2026

SECTION 5. Outside Activities. The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a reduced dedication to his/her responsibilities under this Agreement. These additional consulting, teaching and business opportunities are not considered "employment" within the meaning of that term as utilized in Section 1 (A) herein.

SECTION 6. Performance Evaluation.

A. Employer shall review and evaluate the performance of Employee between August 1 and October 30, annually. Said review and evaluation shall be in accordance with specific job-related criteria developed by the Employer. Said criteria may be added to or deleted from as Employer may from time to time determine. Further, the Mayor or his designee shall provide Employee with a written summary statement of the findings of Employer and provide an adequate opportunity for Employee to discuss his evaluation with the Employer.

B. Annually, the Employer shall define goals and performance objectives which Employer determines are necessary for the proper operation of the Town and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, Employer and Employee mutually

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January 1, 2026

agree to abide by the provisions of applicable law.

SECTION 7. Suspension. Employer may suspend Employee with pay as circumstances may dictate at any time during the term of this Agreement upon the official vote of the Employer.

SECTION 8. Termination and Severance Compensation.

A. In the event Employee is terminated by Employer for other than cause, or for any other reason defined in Section 8, Paragraphs A and B, and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event Employer agrees to pay Employee severance compensation as hereafter defined. It is expressly understood and agreed that severance compensation is comprised of a cash amount equal to six (6) months of base salary and all accumulated annual leave, excluding sick leave (“Severance Compensation”). For six (6) months following termination, the Employer shall pay the cost to continue health insurance, disability, and life insurance for the Employee. Severance Compensation shall be made, at Employer’s option, in a lump sum or over a period of time not to exceed the normal pay periods immediately following the date of termination and shall be paid in the same form and manner as prescribed for other Town employees.

B. In the event the Employer, at any time during the term of this Agreement, reduces the salary or other financial benefits of the Employee in a greater percentage than any applicable across-the-board reduction for all Town employees; or if the Employee resigns following a formal or informal request by the Council to resign; or as a result of any action by the Employer that creates a hostile work environment or materially interferes with the

Employee's ability to perform the duties of Town Manager, then the Employee may, at his option, be deemed terminated as of the date of such reduction, request, or action. In any such event, the Employee shall be entitled to payment in accordance with the Severance Compensation provisions of this Agreement.

C. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer 30 days' notice in advance, unless the parties otherwise agree. In this event, Employee shall not be paid within the meaning and context of the Severance Compensation provision of this Agreement but shall be eligible for other benefits paid to other Town employees who resign in good standing, including payment for accumulated annual leave, excluding sick leave. In no event shall a voluntary resignation by Employee extend the term of this Agreement without the consent of the Employer.

D. In the event Employer terminates Employee for cause, then no salary or benefits shall be due Employee subsequent to the date of termination. For purposes of this Agreement, termination "for cause" shall mean:

1. Embezzlement, theft, larceny, or material fraud against the Employer; and
2. Conviction of a crime of moral turpitude or other conduct which constitutes gross insubordination or repeated insubordination after written warnings by the Employer.

E. Employer agrees, to the extent possible, not to terminate the Employee during the one hundred twenty (120) day period following one or more new members of the Town Council taking office. This period allows the new Mayor and Council an opportunity to work with and observe Employee's performance. Should Employer determine to terminate Employee for other

than cause during this one hundred twenty (120) day period, Employer agrees to pay Employee the aforementioned Severance Compensation and an additional amount equal to one-third the annual salary of Employee.

SECTION 9. Disability. If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of twelve (12) weeks in any calendar year, beyond Employee's use of annual leave and sick leave, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements in Section 8, Paragraph A, and Employee, or his heirs and assigns, shall be paid within the meaning and context of the Severance Compensation portion of this Agreement.

SECTION 10. Automobile. The Employer shall provide a vehicle allowance of NINE THOUSAND AND 00/100 (\$9,000.00) DOLLARS annually, payable in twenty-six equal installments, upon the same time other employees of the Employer are paid, during the period of employment, prorated for any partial employment period.

SECTION 11. General Expenses. Employer recognizes that certain expenses of a job-related nature could be incurred by Employee and Employer hereby agrees to reimburse Employee for said expenses upon approval by the Mayor of Employer.

SECTION 12. Benefits & Leave Time.

A. Employee shall be entitled to receive all Health Care, Life Insurance and

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January 1, 2026

Disability Insurance benefits offered to all other Town employees. Although Employer recognizes that all new employees must wait to until the first day of the next calendar month after hire before these benefits are applicable, Employee shall receive these benefits immediately upon execution of this Agreement and the commencement of the Initial Term.B.

Notwithstanding anything contained herein to the contrary, all regulations and rules of Employer relating to retirement, pension system contributions, and holidays, as they now exist or hereafter may be amended, also shall apply equally to Employee as they would to other employees of Employer. However, to the extent this provision may conflict with regulations relating to vacation time allowed, this Agreement shall control. Employee shall receive twelve (12) days of sick leave per year.

C. The Employee shall be credited with thirty (30) days of vacation on January 1<sup>st</sup> of each year. The Employee's unused vacation days may accrue from year to year of employment. If the Employee accrues more than 60 unused vacation days, the Employee shall receive payment in an amount equal to all unused personal days over 60 days as of December 1 of each calendar year during the term of this Agreement. In the event of the Employee's termination, either voluntarily or involuntarily; the Employee shall be compensated, within thirty (30) days, for all accrued vacation days based upon the Employee's salary as of the date of employment termination.

SECTION 13. Travel. Employee shall be subject to the general policies of the Employer regarding travel as the same exists or may hereafter be amended for all other Town employees.

SECTION 14. Dues. Employer agrees to budget and pay for the reasonable professional dues of Employee necessary for his participation in national, regional, state and local associations and organizations necessary and desirable for the good of Employer. This includes, but is not limited to, payment of annual Georgia City-County Management Association, and Georgia Municipal Association dues.

SECTION 15. Professional Development.

A. Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for approved professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the Town, including, but not limited to, the Georgia City-County Management Association, Georgia Municipal Association, and such other national, regional, state and local government associations as Employer deems appropriate. Said expenses shall be subject to budget limitations and Town travel policies as from time to time established or amended by the Town.

B. Employer also agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for short courses and institutes, including, but not limited to, the Carl Vinson Institute of Government, and seminars that are necessary for his professional development and for the good of Employer as the Employer deems appropriate. Said expenses shall be subject to budget limitations and Town travel policies as from time to time established or amended by the Town.



SECTION 16. Bonding. Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 17. Public Records and Personnel File Protections. The Employer agrees that Employee shall be provided reasonable access to his personnel file upon request. To the extent permitted by Georgia Open Records law (O.C.G.A. § 50-18-70 et seq.), all performance evaluations, employment-related records, and personal identifying information shall be treated as confidential and shall not be publicly disclosed except as required by law or with Employee's express written consent.

SECTION 18. Mutual Non-Disparagement. Both Employer and Employee agree that during and after the term of this Agreement, neither party shall make any public or private statement that is intended to defame, disparage, or otherwise harm the reputation of the other. This provision shall not restrict the ability of either party to provide truthful testimony under oath or as otherwise required by law, nor shall it prevent the Employer from making official statements in the course of municipal governance.

SECTION 19. Indemnification. To the extent allowed by law, Employer shall defend, save harmless and indemnify Employee against any legal action, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Manager except claims due to intentional acts of malfeasance. Employer will litigate, compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 20. Notices. Notices pursuant to this Agreement shall be given in writing by personal service or deposit in the custody of the United States Postal Service, addressed as follows:

(1) Employer: Mayor  
Town of Tyrone  
950 Senoia Road  
Tyrone, Georgia 30290

(2) Employee: Brandon Perkins  
20 Henley Lane  
Newnan, Georgia 30263

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Either party may amend the address at which the party desires to receive notice by providing the new notice information in writing to the other party.

Section 21. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective upon its execution.

D. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Mayor and Council for the Town of Tyrone, Georgia  
has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested  
by its Town Clerk, and the Employee has signed and executed this Agreement, both in duplicate.

This \_\_\_\_ day of \_\_\_\_\_, 2025.

MAYOR AND COUNCIL FOR THE  
TOWN OF TYRONE

By: \_\_\_\_\_  
ERIC DIAL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
BRANDON PERKINS, Employee

WITNESS:

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

January 1, 2026



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** December 4, 2025

**Agenda Item Type:** Old Business

**Staff Contact:** Scott Langford

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### STAFF REPORT

#### AGENDA ITEM:

Consideration to approve the 881 Senoia Road – Plumbing Improvements Change Order 1, project PW-2024-04 to Action Plumbing in the amount not to exceed \$18,000.

#### BACKGROUND:

In 2022, Staff expressed desire to expand Recreation services for classrooms and a community room. In December 2022, the facility had water damage as the result of a frozen waterline. During this time, staff met to discuss plans for the facility and needed renovations. In 2024, the Council approved a floor plan for the rear area of the building, and in October of 2025 Council approved a contract with Action Plumbing at \$14,980. During the work, it was discovered that the sewer line leading from the old Town Manager bathroom was holding water and did not slope at the minimum slope. Action Plumbing provided quotes for \$15,860 to replacing the 3" sewer line at proper grade. The exact depth is unknown as it is under the concrete floor; therefore, the quote is to replace the whole line at the correct slope. During construction if it is discovered that it does not have to run the full length then cost will be reduced accordingly. The other quote was for installing 3 point of use water heaters for \$2,140. Total estimated cost for Change Order 1 is \$18,000.

#### FUNDING:

General Fund 100-40-54.1300 (includes Insurance funds) and 2017 SPLOST

#### STAFF RECOMMENDATION:

Staff requests that Council approve Change Oder 1 to Action Plumbing for the 881 Senoia Road – Plumbing Improvements, project number PW-2024-04 in the amount of \$18,000.

#### ATTACHMENTS:

Quote 2963 and 2964

#### PREVIOUS DISCUSSIONS:

October 2, 2025, for contract approval. Multiple budget meetings and workshop.



**ACTION PLUMBING COMPANY**  
 1520 Senoia Road, Suite C  
 Tyrone, Ga 30290

# Estimate

DATE	NUMBER
11/19/2025	2963
Valid for 30 Days	

**BILL TO:**

Town of Tyrone (6567)  
 950 Senoia Road Suite A  
 Tyrone, Georgia, 30290

**LOCATION:**

881 Senoia Road  
 881 Senoia Road  
 Tyrone, Georgia 30290

P: 7704874038 E: slangford@tyrone.org

QTY	MPN	DESC
1.00		Time & Material:

**TOTAL \$ 2,140.00**

CHANGE ORDER:  
 Plumber to install (2) point of use water heaters in men's and women's ADA restrooms.  
 Plumber to install (1) 2.5 gallon electric water heater to service restroom and Art sink.

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**ACTION PLUMBING COMPANY**  
 1520 Senoia Road, Suite C  
 Tyrone, Ga 30290

# Estimate

DATE	NUMBER
11/19/2025	2964
Valid for 30 Days	

BILL TO:

LOCATION:

Town of Tyrone (6567)  
 950 Senoia Road Suite A  
 Tyrone, Georgia, 30290

881 Senoia Road  
 881 Senoia Road  
 Tyrone, Georgia 30290

P: 7704874038 E: slangford@tyrone.org

QTY	MPN	DESC
1.00		Time & Material:

**TOTAL \$ 15,860.00**

Demo:  
 Plumber to cut and remove approximately 85' of concrete and dispose in dumpster provided by plumber.  
 Plumber to clean and prep digsite for inspection and concrete pour back.  
 Plumber to pour back all concrete.

New Work:  
 Plumber to replace PVC drain line under slab due to improper drain fall that are causing draining issues.  
 Job figured with PVC drain lines  
 Plumber to reconnect drain line to existing drain line at building termination point.

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## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** December 4, 2025

**Agenda Item Type:** New Business

**Staff Contact:** Phillip Trocquet

### STAFF REPORT

#### AGENDA ITEM:

Consideration to amend Sections 4-1, 4-71, 4-72, 4-82, 4-143, 4-144, 4-150 and to add Section 4-164 and 4-165 to the Town's Alcohol Ordinance.

#### BACKGROUND:

At the annual planning workshop in March, Council discussed alcohol special events and event venues. In response, staff prepared modifications to the ordinance in two phases:

Phase One (recently adopted): Focused on catered special events, creating a mechanism for occasional alcohol service at events not integral to the host business.

Phase Two (this discussion): Focuses on event venues, in response to Council's request for a more appropriate framework to address regular alcohol use at such locations.

This second phase is intended to regulate alcohol service at event venues that may currently operate outside the bounds of the ordinance, such as through informal BYOB policies. While these establishments can technically use outside catering services, doing so for every event is cumbersome and not feasible for businesses where events are a regular part of operations.

Many Georgia municipalities have adopted alcohol provisions for event venues and performing arts spaces that strike a balance in allowing controlled service without creating loopholes for bar-only establishments. The intent is to ensure Tyrone's ordinance goals are preserved while offering a practical, enforceable path for legitimate venue operations.

At the previous Council Workshop meeting, language was discussed with council for these provisions. Modifications were made based on council feedback as well as the Town's attorney from review.

The attached redlined ordinances are provided for consideration to adopt.

#### FUNDING:

N/A

#### STAFF RECOMMENDATION:

Staff recommends approval of these ordinances.

#### ATTACHMENTS:

Redline draft ordinances

**PREVIOUS DISCUSSIONS:**

November 6, 2025 Council Workshop

March 27, 2025 Annual Planning Workshop:

<https://mccmeetings.blob.core.usgovcloudapi.net/tyronega-pubu/MEET-Minutes-cf6fcc635efe44fdb6a485ba593416cd.pdf>



**Sec. 4-1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcohol* means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

*Alcoholic beverage* means all alcohol, distilled spirits, beer, spirituous liquors, malt beverage, wine, or fortified wine as defined in this section.

*Brown bag establishment* means any restaurant, private club or other establishment providing food or entertainment in the normal course of business, and in which the owners or their agents knowingly allow patrons to bring in and consume the patrons' own alcoholic beverages.

*Brown bagging* means the act of patrons entering any restaurant, private club, or other establishment providing food or entertainment in the normal course of business and bringing in and consuming the patrons' own alcoholic beverage.

*Close corporation* means a domestic corporation that does not:

- (1) Have more than five stockholders;
- (2) Have a corporation as a shareholder; or
- (3) Have more than one class of stock.

*Distilled spirits or spiritous liquors* means any alcoholic beverage obtained by distillation or containing more than 24 percent alcohol by volume including, but not limited to, all fortified wines, whiskey, rum, gin, brandy, vodka, tequila and all other alcoholic beverages of a similar nature and with similar alcoholic content.

*Event Venue, to include Banquet Halls, means a fixed, permanent place of business that is designed, marketed and primarily used for pre-booked private or ticketed functions such as weddings, banquets, conferences, reunions, or similar gatherings and is not open to the public except in connection with such events.*

*Family* means includes any person related to the holder of a license within the first degree of consanguinity or affinity as computed according to civil law.

*Fortified wine* means any alcoholic beverage containing more than 24 percent alcohol by volume made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. The term "fortified wine" includes, but is not limited to, brandy.

*Hotel* means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential. To meet the definition of "hotel" under this chapter, the facility must have 50 or more rooms used for sleeping accommodations of such guests and one or more public dining rooms, with an adequate and sanitary kitchen and a seating capacity of at least 25 persons, where meals are regularly served to such guests. As used in this section, the term "seating" shall mean that no more than 25 percent of such seating shall be at a common table or counter area or shall be other than individual tables or booths designed for seating of at least two individuals. All sleeping accommodations and dining rooms must be conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Motels meeting the qualifications set out herein for hotels shall be classified in the same category as hotels. Hotels shall have the privilege of granting franchises for the operation of a restaurant in their premises, and the holder of such franchise shall be eligible for a license under the "hotel" classification. At least 55 percent of the receipts of the dining room or rooms shall come from the sale of food. To be included in the tabulation of receipts for the purpose of this calculation, are all receipts of all

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persons laboring in the dining room, including the services of all independent contractors, performers, servers, entertainers, or other non-employee personnel not to include, however, persons who are called in the dining room from other licensed businesses to perform services, repairs or construction on equipment or building premises. For purposes of this section, the calculations of receipts for alcoholic beverages shall be made pursuant to the scheduling of pricing and the regulations contained therein as required by section 4-147. Receipts for room rentals shall not be included in the calculations.

*Individual* means a natural person.

*Interest in license* means an individual is deemed to have an interest in a license if:

- (1) He is the owner of the license.
- (2) He is the co-owner of the license.
- (3) He is a partner in any partnership that owns an interest in a license.
- (4) He is a stockholder holding more than five percent of the stock in any corporation and or is a stockholder in any corporation that has fewer than 25 stockholders, which owns an interest in a license.
- (5) He shares in any income or corpus of any trust fund having any interest in a license to sell at retail.

*License representative.* If a license representative is required, the license representative shall be a resident of the State of Georgia and a manager of the business who is on the premises on a regular basis.

*Lounge/bar* means a separate room connected with, a part of, and adjacent to, a restaurant or a room located in hotels as defined herein, and which serves no food. A lounge/bar shall not be permitted to sell or serve alcoholic beverages.

*Malt beverage.*

- (1) The term "malt beverage" means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than 14 percent alcohol by volume, and including, but not limited to, ale, porter, brown, stout, lager beer, malt liquor, small beer and strong beer.
- (2) The term "malt beverage" does not include sake, known as Japanese rice wine.

*Meal or regular meal.*

- (1) The term "meal" or "regular meal" means a meal which is prepared on the premises according to the order of the patron or customer given to a waiter or waitress at the table, booth or counter area where the customer is seated and served by the waiter or waitress at said table, booth or counter area.
- (2) The term "meal" or "regular meal" does not include food served in a specialty shop; nor food served over the counter; nor "short order meals" such as sandwiches, hot dogs or hamburgers; nor prepackaged, individual meals.

*Minor* means any person under the age of 21 years.

*Package* means a bottle, can, keg, barrel, or other original consumer container.

*Performing Arts Venue* means an indoor facility primarily used for live theatrical, musical, dance, cinematic, or other staged artistic performances before a seated audience operated on a ticketed or reserved-admission basis, and not functioning as a bar, restaurant, or nightclub.

*Person* means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or

**Sec. 4-71. License required to sell alcoholic beverages.**

- (a) Licenses for the sale of alcoholic beverages shall be issued by the town clerk. The fees for such licenses shall be as set forth annually by the mayor and council. A table of said fees shall be maintained by the town clerk.
- (b) All licenses issued herein shall constitute a mere grant of a privilege to carry on such business during the term of the license subject to all the terms and conditions imposed by this ordinance, the charter, related ordinances, this Code, and the Constitution, laws and regulations of the state and the United States of America applicable to such business.
- (c) All licenses issued under this article shall have printed on the face the following words:  

"THIS LICENSE IS A PRIVILEGE AND IS SUBJECT TO BEING REVOKED AND ANNULLED BY THE TOWN COUNCIL OF THE TOWN OF TYRONE AND IS SUBJECT TO LAWS, ORDINANCES AND REGULATIONS HEREAFTER ADOPTED."
- (d) Both the licensee or license representative shall be the authorized and duly constituted agent for service of all notices and processes required to be served on or given hereunder for any action or proceeding or uses of any nature whatsoever permitted under the provisions of the ordinance or under any other provisions of this Code.

(Code 1984, § 2-8-21; Ord. No. 2011-02, § 2, 1-20-2011)

State law reference(s)—Local alcoholic beverage license fees, O.C.G.A. §§ 3-4-50, 3-5-43.

**Sec. 4-72. Contents of application for license.**

- (a) All persons desiring to obtain a license under this article for the sale of alcoholic beverages shall apply to the town council upon forms to be prepared and provided by the town clerk and shall be considered at a regular meeting of the town council.
  - (1) The location of the proposed business;
  - (2) The nature and character of the proposed business;
  - (3) If the business is to be operated by an individual, the name and address of that individual;
  - (4) If the business is to be operated by a partnership, the name and address of all general partners, the licensee and the license representative;
  - (5) If the business is to be operated by a close corporation, the names and addresses of all officers, directors, stockholders, licensee and license representative;
  - (6) If the business is to be operated by a corporation, other than a close corporation, the name of the corporation, the address of the corporate office, the name and address of the registered agent for service of process for the corporation, and the name and address of the licensee and license representative; and
  - (7) Such other appropriate information as may be required by the town council.
- (b) The truth of the contents of an application for a license shall be sworn to by the licensee and the license representative.
- (c) The licensee shall also file with the clerk a completed state department of revenue alcohol tax and control unit form ATT-17, which has been filed with the state.

- (d) The application, when filed with the town clerk, shall be accompanied by a processing and investigation fee of \$350.00. Such fee shall cover costs of investigating the license applicant and shall be credited against the first annual license fee upon grant of a license. Said processing fee will not be refunded if the requested license is not granted.
- (e) When the license is approved, the license fee must be paid by certified check or cash within 30 days and prior to the issuance of the license.
- (f) If the person applying fails to receive a license from the state, any license fees in excess of the processing and investigative fees paid to the town shall be refunded.
- (g) Only one application form and accompanying documents must be filed for each business premises.
- (h) Applications for event venues/banquet halls shall be required to submit a copy of the facility's rental contract template; applications for performing arts venues shall submit a ticketing/reservations policy and sample ticket.

(Code 1984, § 2-8-22; Ord. No. 2024-06, § 1, 5-16-2024)

#### **Sec. 4-82. Combining retail and retail consumption licenses.**

- (a) No premises licensed for the retail sale of alcoholic beverages shall hold a license for, or allow the retail consumption on the premises of alcoholic beverages.
- (b) No retail package license shall be issued for, or in connection with, any restaurant, cafe or eating-place.

(Code 1984, § 2-8-37)

#### **Sec. 4-143. Licenses.**

Any type of alcoholic beverage license for consumption on the premises may be granted only to a restaurant, a private club, event venue, performing arts venue, or a hotel/motel as defined under section 4-1.

(Code 1984, § 2-8-70)

State law reference(s)—Licenses for sale of distilled spirits by the drink, O.C.G.A. § 3-4-110.

#### **Sec. 4-144. Sale of food.**

In order for an establishment to qualify for a pouring license for distilled spirits, malt beverages or wine for consumption on the premises, only, as a restaurant, private club or restaurant in a hotel, such establishment must have at least 55 percent of its total sales comprised of the sale of food prepared on the premises and nonalcoholic beverages consumed on the premises. For this purpose, if a restaurant makes a minimum charge, cover charge, or admission charge, or any other nonfood or nonalcoholic beverage charge, the amount so charged shall not be counted in computing total sales and shall not be counted as a food or beverage sale.

Event Venues/Banquet Halls and performing arts venues licensed under this chapter are exempt from the 55 percent food requirement above and shall instead comply with Sec. 4-164 of this chapter.

(Code 1984, § 2-8-71)

**Sec. 4-150. Reports of sales to be made quarterly; suspension, revocation.**

- (a) ~~(a)~~ Licensees shall, within 30 days following the end of each quarter, file with the town clerk a report sworn to by the licensee, setting forth gross sales of the licensee for the quarter, sales of food and nonalcoholic beverages, and sales of alcoholic beverages.
- (b) Event Venue/Banquet Hall and Performing Arts Venues Licensees shall, within 30 days following the end of each quarter, file with the town clerk a report sworn by the licensee, setting forth gross sales of the licensee for the quarter the following:
- a. Rental or ticket revenue.
  - b. Food, concessions, or catering revenue.
  - c. Alcoholic beverage revenue.
- (b) Should the total sales from food and nonalcoholic beverages reported by any licensee for consumption on the premises not exceed those from the sale of all alcoholic beverages as required by this ordinance for any two consecutive reporting periods, the license may be suspended or revoked by the mayor and council after a hearing as provided for in section 4-93.

(Code 1984, § 2-8-77)

**Sec. 4-164. Event Venue/Banquet Hall Operational Standards.**

- (a) Alcohol sales are only allowed during a bona-fide event held pursuant to a written contract signed in advance and kept on file for a period of 1 year.
- (b) No walk-in or bar-only service to the general public shall be permitted.
- (c) A special event reserved and conducted solely by and for the owner for the primary purpose of revenue generation is prohibited.
- (d) Alcoholic beverage service hours shall mirror Section 4-11; in no case may service exceed fifteen (15) total hours in a calendar day.
- (e) Event venues must derive greater than or equal to 55 percent of annual gross revenue from charges other than alcoholic beverages. Quarterly sales reports required by Section 4-150 shall demonstrate compliance.
- (f) A business employee for the venue must be on site whenever alcohol is served.
- (g) All other distance, age verification, security, and disorderly conduct provisions of this chapter apply.

**Sec. 4-165. Performing Arts Venue Operational Standards**

- (a) Bona-fide performance: alcohol sales shall only be permitted during a bona-fide, ticketed, or reserved performance or event.
- (b) Service windows: service is limited to no earlier than one (1) hour before the scheduled event or performance and no later than one (1) hour after the performance ends; service may occur during intermissions
- (c) Bar location: alcoholic beverages shall be sold/served only in the lobby or designated concession areas.
- (d) No walk-in or bar-only service to the general public absent a ticket or reservation shall be permitted.
- (e) Performing arts venues must derive greater than or equal to 55 percent of annual gross revenue from charges other than alcoholic beverages. Quarterly sales reports required by section 4-150 shall demonstrate compliance.
- (f) A business employee for the venue must be on site whenever alcohol is served.
- (g) All other distance, age verification, security, and disorderly conduct provisions of this chapter apply.

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