



TOWN COUNCIL MEETING **September 03, 2026 at 7:00 PM**

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Billy Campbell, Mayor Pro Tem, Post 3

Jessica Whelan, Post 1

Dia Hunter, Post 2

Maureen Wheeler, Post 4

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 August 20, 2026 minutes.
2. Approval of the Rongo and Friends band for one hour on October 3, 2026, for Founders Day, not to exceed \$900.00.
3. Approval of The Human DJ band contract for October 3, 2026 for Founders Day with a 20% deposit of \$120.00 not exceeding \$600.00.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

4. Consideration to approve a contract with the Town of Tyrone Downtown Development Authority and Night Market LLC for a "Night Market" event on September 18th, 2026 at Shamrock Park. **Brandon Perkins, 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
August 20, 2026 at 7:00 PM**

Eric Dial, Mayor
Billy Campbell, Mayor Pro Tem, Post 3

Jessica Whelan, Post 1
Dia Hunter, Post 2
Maureen Wheeler, Post 4

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

Also present:

Randy Mundy, Police Chief
Doug Morris, Sergeant
Kyle Johns, Corporal
Daniel Mercer, Corporal
Tyler Hergesell, Officer
Sandy Beach, Finance Manager

Absent: Brandon Perkins, Town Manager

I. CALL TO ORDER

Mayor Dial shared that staff would discuss presentations now.

Recognition of Maintenance Worker Roderick Jones' 5 years of service to the Town.

Mr. Trocquet recognized Roderick Jones, who was not present, for his dedicated five years of service to the Town. Staff presented his certificate to him earlier that day.

Chief Mundy congratulated Kyle Johns and Daniel Mercer on their recent promotions to Corporal. He also formally introduced recently hired Officer Tyler Hergesell.

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.*

Mayor Dial reminded everyone that the public comment section was not a time for questions and answers. Staff and Council would meet with anyone after the meeting to address any questions they may have.

Mollie Larsen, who lives on Kellsworth Way, stated that Tyrone has approximately 400,000 GPD of remaining sewer capacity after accounting for current usage and new development.

She expressed concern that Microsoft's DRI filings used figures reflecting a low-water "Fairwater" cooling design, while the company now appears to be deploying a higher-demand "combination/direct evaporative" system. She noted the difficulty in obtaining verified usage data from Microsoft. She asked Council to pay attention to the DRI numbers and the actual facility design.

Carrie Klarl, who lives on Mann Road, argued that the original DRI figures for Project Rita matched a low-water usage facility in Wisconsin, but Microsoft's public statements have since shifted to describing direct evaporative cooling (a higher-water design) for Tyrone. She alleged the Town was presented with one design but appears to be receiving another and provided a sewer estimate of 73,000-110,000 based on an adjusted industry-standard discharge ratio. She requested Council demand clarification from Microsoft on which cooling system will be installed.

Ellie Varela, who lives on Mann Road, compared Project Rita to Microsoft's Azure facility in Palmetto, suggesting peak water output could reach 131,000 GPD, which would overwhelm Tyrone's system. She challenged the low sewer discharge percentage used in Palmetto's DRI. She requested that Council scrutinize usage figures, hold a firm line against new utility requests from Microsoft, and demand documented actual usage numbers from comparable facilities.

Stephanie Pugh, who lives on Westbourne Drive, reported that Fairburn Mayor Hattie Portis-Jones indicated that Tyrone's sewer capacity contract with Fairburn/Fulton County would not be renewed due to Fairburn's growth. She asked Council for its plan to cover a potential sewer shortfall and what capacity requirements would be placed on Microsoft.

Tom White, who lives on Mann Road, argued that existing data center ordinances are outdated and do not account for specific impacts, noting that many jurisdictions have issued moratoriums. He challenged the slippery slope argument against specific regulations by citing numerous other industries that are subject to heightened scrutiny. He asked Council to revisit and strengthen data center ordinances.

Darcy White, who lives on Mann Road, stated that the review of comparable ordinances highlighted gaps, particularly around decommissioning requirements for abandoned facilities. She questioned a timeline where Council would lose the ability to amend ordinances regarding the project.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

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

Each Council Member agreed to remove their motions to allow someone to speak.

Joana Powers, who lives on Thompson Road, shared that the proposed data center would be built across from her family's property and that she and her neighbors are strongly opposed. She implored the council to reconsider the project.

Donna Wesley, who lives on Millbrook Village Drive, argued that the existing \$1,000 fine for ordinance violations is an inadequate deterrent for a company like Microsoft. She urged the Council to tighten requirements and prioritize residents' health and environmental interests, and have a stronger penalty structure.

A motion was made to approve the agenda.

Motion made by Council Member Hunter, Seconded by Council Member Wheeler.

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

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 the August 6, 2026 minutes.
2. Approval to purchase, equip, and outfit two 2026 Ford Police Explorer Interceptors for \$155,751.68 under State Contract.
3. Approval to renew the Right of Way Mowing Contract with Aabby Group, for \$249,250.
4. Approval to renew the Fertilization and Weed Control Contract with TruGreen, LP for \$10,360.

A motion was made to approve the consent agenda.

Motion made by Council Member Whelan, Seconded by Council Member Campbell.

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

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

6. Consideration to Award the 2024 Shamrock Industrial Park Emergency Access Road, Project Number PW-2024-09 to McLeRoy, Incorporated in the amount not to exceed \$289,023.12. Scott Langford PW Director & Town Engineer

Mr. Langford stated that the emergency road access would include constructing an unpaved road with fencing and gates for emergency services use only, not for the stopping of the train or for crossing repairs. It was for an emergency evacuation. He recommended approval of the low responsible bidder, McElroy Inc. He clarified that it was within the budget. Council Member Campbell and Whelan asked for a timeline. Mr. Langford shared that it should begin within two months and be completed within 120 days. He would email them with confirmation.

A motion was made to award the 2024 Shamrock Industrial Park Emergency Access Road, Project PW-2024-09 to McLeRoy Inc. in the amount not to exceed \$289,023.12.

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

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.*

Ellie Varela urged Council to create stricter ordinances regarding nuisances like noise and challenged the Town's position on its inability to impose conditions not currently in ordinances.

Kevin Leslie, who lives on Mann Road, suggested the Town may need to reserve funds for potential lawsuits against Microsoft, citing the company's history of legal issues.

Carrie Klarl argued that the Town's ordinances have gaps, particularly regarding noise, and stated that allowing Microsoft to build and then test for compliance is unacceptable. She cited Town code sections defining nuisances and the Town's duty to protect residents.

XII. STAFF COMMENTS

Mr. Trocquet stated that the amount for the recently approved purchase of the SKYJACK SJ472E Scissor Lift did not include shipping. The amount is \$750, and added to the purchase would still make Ariel Titans the lowest bidder, plus the amount would still be within budget. He recommended approval.

A motion was made to approve the amount of \$750 for shipping.

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

Mr. Langford gave a shout-out to the Public Works team (Mitch, Matt, and Dominic). Although being short-staffed during the heavy rains, they kept the roads clear. He thanked the entire crew for their hard work.

XIII. COUNCIL COMMENTS

Council Member Wheeler inquired about the Public Works on-call system. Mr. Trocquet shared that it should be before Council next month. Council Member Wheeler then inquired about a timeline for changing ordinances. Council Member Whelan inquired about amending the Town's noise and light trespass ordinance. Mr. Trocquet explained that while there was no set timeline for changing ordinances, a new noise ordinance would likely be enforceable on a vested project, depending on legal specifics. Council Member Hunter reminded everyone that staff was already directed to amend the light and noise ordinances.

Council Member Whelan formally requested that the administration of memorial veterans' crosses and bricks be transferred to the new Tyrone Veterans Committee (TVC), with installation still assigned to public works. Staff was directed to investigate the transition.

Chairman Burt Minor and Vice-Chair Dr. Nita Brown introduced themselves. Mr. Minor shared that the committee launched a successful banner program. The banners are displayed from Memorial Day through Veterans Day week. He noted the poor condition of the veterans' crosses and suggested phasing them out. He added that the TVC planned to enhance Veterans Park with educational elements with QR codes and was seeking static displays. Dr. Brown noted that the banners would be given to the families after display. Council Member Wheeler began a discussion regarding the memorial benches throughout the parks. Council Member Whelan suggested a separate bench policy for Veterans Park. Mr. Minor shared that he would like to see the benches represent the colors of each branch of service. Council Member Whelan also added that the committee was looking for sponsorship for the annual Wreaths Across America program, which costs \$17.

Council Member Hunter began a discussion regarding the actual total of sewer capacity for the Town. Mr. Davenport clarified that the total capacity is 650,000 gallons. Property owners purchased tap fees in advance; however, these properties have not been developed. The total current usage was less than 250,000 gallons due to the allocation for the undeveloped properties.

XIV. EXECUTIVE SESSION

A motion was made to move into Executive Session for one item of threatened litigation and to review the Executive Session minutes from August 6, 2026.

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

A motion was made to reconvene.

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

A motion was made to approve the Executive Session minutes from August 6, 2026.

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

XV. ADJOURNMENT

A motion was made to adjourn.

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

The meeting adjourned at 8:23 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: September 3, 2026

Agenda Item Type: Consent Agenda

Staff Contact: Kristie McClenny

STAFF REPORT

AGENDA ITEM:

Approval for Ron Burns contract for one hour on October 3, 2026, for the Founders Day event at Shamrock Park.

BACKGROUND:

The Recreation Department sought quotes from three bands and "Ron Burns" was the lowest responsible bid. Ron will have a small band performing for one hour.

FUNDING:

This contract shall not exceed \$900.00 for line item #230-62-521350.

STAFF RECOMMENDATION:

Staff recommends approval of this contract for Founders Day.

ATTACHMENTS:

"Rongo and Friends " contract.

PREVIOUS DISCUSSIONS:

None

RONGO AND FRIENDS PERFORMANCE CONTRACT

Section VI, Item 2.

CONTRACT ISSUE DATE: 8/10/26
PERFORMANCE DATE(S): 10/3/26
PERFORMANCE LOCATION: Shamrock Park
Tyrole, GA

PERFORMANCE HOURS: FROM _____ UNTIL _____
TYPE OF OCCASION: Concert
BAND SETUP TIME: FROM _____ UNTIL _____
WILL BAND PROVIDE P.A. (SOUND SYSTEM)? YES _____ NO ☒
WILL BUYER PROVIDE P.A. (SOUND SYSTEM)? YES ☒ NO _____

TOTAL CONTRACT FEE FOR PERFORMANCE: \$ 900

IS A DEPOSIT REQUIRED FROM THE BUYER? YES _____ NO ☒
AMOUNT OF DEPOSIT: _____ / BALANCE AMOUNT: _____
MAKE ALL CHECKS PAYABLE TO: Ronald Burns

.....
SPECIAL INSTRUCTIONS: 1. Band will perform 1 hour
2. Buyer will provide P.A. (sound system),
including power, mains, monitors, microphones,
stands, cables, etc. and sound technician.

.....
BUYER

BAND LEADER

Ron Burns

SIGNATURE:

SIGNATURE:

Ron



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: September 3, 2026

Agenda Item Type: Consent Agenda

Staff Contact: Kristie McClenny

STAFF REPORT

AGENDA ITEM:

Approval for The Human DJ contract for one hour on October 3, 2026, for the Founders Day event at Shamrock Park.

BACKGROUND:

The Recreation Department is seeking approval for The Human DJ for the 2026 Founders Day event. There is a 20% deposit of \$120.00. The band will play for one hour.

FUNDING:

This contract shall not exceed \$600.00 for line item #230-62-521350.

STAFF RECOMMENDATION:

Staff recommends approval of this contract for Founders Day.

ATTACHMENTS:

"The Human DJ" contract.

PREVIOUS DISCUSSIONS:

None

PERFORMANCE AGREEMENT

This Performance Agreement ("Agreement") is entered into by and between:

Client:

Town of Tyrone Recreation
950 Senoia Road
Tyrone, GA 30290

and

Performer:

Caleb Hensinger, professionally known as **The Human DJ**
1747 Cahoon Street SW
Atlanta, GA 30310
Email: calebhensinger@gmail.com
Phone: (805) 234-6933

1. Event Information

Event: Town of Tyrone Founders Day Celebration

Performance Date: October 3, 2026

Performance Time: Approximately 3:00 PM

Performance Length: Approximately 90 minutes

Performance Group: The Human DJ band consisting of three (3) members, including Caleb Hensinger.

2. Services

The Performer agrees to provide live musical entertainment for the Client at the Town of Tyrone Founders Day Celebration. The Performer agrees to perform approximately ten (10) to (15) songs during the scheduled performance with one 15-minute break.

3. Compensation

The Client agrees to pay the Performer a total fee of **Six Hundred Dollars (\$600.00)** for the performance.

Payment shall be made as follows:

- **Deposit:** 20% (One Hundred Twenty Dollars)(\$120.00)
- **Remaining Balance:** Four Hundred Eighty Dollars (\$480.00)

The remaining balance of **\$480.00** shall be paid to the Performer upon arrival and prior to the commencement of the scheduled performance.

4. Cancellation and Postponement

In the event the scheduled event is canceled or postponed by the Client, the Client agrees that the **\$120.00 deposit is non-refundable and shall be forfeited to the Performer.**

If the scheduled event is rescheduled to an alternate date, the Client and Performer agree to negotiate in good faith regarding the Performer's availability and compensation for the rescheduled event. The Performer is under no obligation to perform on a rescheduled date unless a new agreement is reached between the parties.

5. Independent Contractor

The Performer is acting as an independent contractor and is not an employee of the Client. The Performer shall be solely responsible for his own taxes, insurance, and business expenses.

6. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior discussions or understandings regarding the performance described herein. Any modifications to this Agreement must be made in writing and signed by both parties.

Signatures

CLIENT

Town of Tyrone Recreation

By: _____

Name: _____

Title: _____

Date: _____

PERFORMER

Caleb Hensinger (The Human DJ)

Signature: _____ 

Date: 8/26 _____

Performance Fee: \$600.00

Deposit: \$120.00

Balance Due Prior to Performance: \$480.00



TOWN COUNCIL ITEM AGENDA REQUEST FORM

Meeting Date:	09/03/2026	Staff Contact:	Brandon Perkins
Agenda Section:	New Business	Department:	Community Development

Staff Report

Item Description:

*Consideration to approve a contract with the Town of Tyrone Downtown Development Authority and Night Market LLC for a "Night Market" event on September 18th, 2026 at Shamrock Park. **Phillip Trocquet**, Assistant Town Manager.*

Background/History:

The Tyrone DDA has been in discussion with Mr. Jason Bass, operator of Night Market, an established evening market and festival currently operating in Peachtree City and other locations, to bring the event to Tyrone. Under the proposed arrangement, the DDA would serve as the event sponsor and Mr. Bass as the event operator.

Council has already approved the event to occur on this date, but has not yet approved the contract. This contract is substantively the same as the previous contract save how sponsorship revenue is handled. Under this contract, sponsorship revenue will first go to the sponsorship coordinator at the agreed upon rate, then the Town is compensated for its incurred costs. Net revenue after this is split equally amongst Night Market and the DDA.

Findings/Current Activity:

- Event: Night Market at Shamrock Park, September 18th, 2026
- Sponsor: Tyrone Downtown Development Authority; Operator: Mr. Jason Bass, Night Market.
- Alcohol vendor: A single licensed vendor, Partners II Pizza (the only currently licensed alcoholic beverage caterer holding a Town-issued license) would sell alcohol by the drink under an event permit issued by the Town Clerk pursuant to Sec. 4-203.
- Compliance measures: Alcohol service will be confined to a designated area within the park with physical boundary markers controlling ingress and egress. Serve-ware will be distinctively marked. These measures satisfy the area-definition requirements of Sec. 4-203(a)(6). Mr. Bass applies equivalent practices at his Peachtree City events.
- Budget: The DDA will fund ancillary event costs, including sanitation facilities and supplemental event materials. Costs incurred by the Town will be covered or offset by sponsorship revenue.

Actions/Options/Recommendations:

Council approval is required for this event in the Park. Staff recommends approval.

STATE OF GEORGIA**TOWN OF TYRONE****NIGHT MARKET EVENT AGREEMENT**

This Agreement is made and entered into this _____ day of _____ 2026 by and between The Downtown Development Authority of Tyrone (hereinafter referred to as the Authority), the Town of Tyrone, Georgia (hereinafter referred to as the Town), and Night Market, LLC. (hereinafter referred to as Night Market), a domestic limited liability company organized and operating in the state of Georgia.

WHEREAS, the Town and the Authority are interested in providing a forum for community interaction in a safe, family-friendly environment; and

WHEREAS, the Town and the Authority are interested in promoting economic development in Tyrone and activating the downtown area; and

WHEREAS, the Town and the Authority are interested in promoting local business; and

WHEREAS, Night Market has expressed a desire to coordinate an event that would provide opportunity to support each of these interests; and

WHEREAS, Town property known as Shamrock Park has been identified as appropriate for hosting such an event.

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

1.0 Duties and Costs

- A. Night Market shall serve as the operational producer of the Night Market Event to be held on _____ (EVENT DATE), 2026 between the hours of 5:00. P.M. and 10:00 P.M. at Shamrock Park in Tyrone, Georgia, hereinafter referred to as the “Event.” Night Market duties are specifically enumerated as follows:
1. Night Market shall be the production manager and designer for the Event and shall be responsible for the costs thereof;
 2. Night Market shall promote and market the Event at its own expense;
 3. Night Market shall provide sponsorship activation coordination through Octavia Samuels;

4. Night Market shall, at its own expense, recruit, select, and secure/contract with all musical talent, hereinafter referred to as Act(s), programed to appear/perform at the Event;
5. Night Market shall, at its own expense, recruit, select and secure/contract with all vendors programmed to display and offer wares for sale at the Event, hereinafter referred to as “Vendors”;
6. Night Market shall, at its own expense, recruit, select and secure/contract with all food and beverage vendors programmed to operate at the Event to prepare and sale food and beverage (including alcoholic beverages), hereinafter referred to as “Food Vendors”;
7. Night Market shall, at its own expense, coordinate, recruit, select and secure/contract with all food truck operators programed to operate at the Event, hereinafter referred to as “Food Trucks”;
8. Night Market staff shall be present on site at all times to manage all Vendors, Food Vendors, Food Trucks and Acts commencing at set-up and running through breakdown and departure from Event grounds. This presence will begin at nine AM (9:00 A.M.), the date of the Event and run through the break-down and clean-up of the last vendor, at approximately midnight on the night of the Event (12:00A.M.);
9. Night Market shall provide, at its own expense, all staffing necessary to support the Event;
10. Night Market shall provide, at its own expense, all stage and entertainment production needed to support the Event;
11. Night Market shall be responsible for ensuring that each Act, Vender, Food Vender and/or Food Truck has secured all required licensing and permitting by all relevant oversight agencies or governments, including alcoholic beverage permitting, whether state or local, prior to authorizing the operation of any Act, Vender, Food Vender and/or Food Truck at the Event, by requiring all Acts, Venders, Food Venders and/or Food Trucks to provide evidence of all required licensing and permitting.. This evidence of the proper licensing and permitting will be provided to Town, by Night Market, at least 48 hours prior to the Event;
12. Night Market shall be responsible for ensuring that each Act, Vender, Food Vender and/or Food Truck has secured worker’s compensation and commercial general liability insurance coverage for the Event prior to authorizing the operation of any Act, Vender, Food Vender and/or Food Truck at the Event by requiring all Acts, Venders, Food Venders and/or Food Trucks to provide evidence of said insurance coverage. All insurance must be carried through a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker’s Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include

personal liability coverage will be \$1,000,000 per person and \$3,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage;

13. Night Market shall maintain General Liability Insurance as specified in Paragraph five (5) hereof;
 14. If inclement weather is forecasted with a likelihood above fifty percent (50%), Night Market will make arrangements with all Event participants, including but not limited to each Act, Vender, Food Vender and/or Food Truck and Event staff to cancel the Event by noon (12:00 P.M.) the Thursday prior to the Event. Thereafter Night Market will make arrangements with each Act, Vender, Food Vender and/or Food Truck and the Event staff to arrange a date and time to reschedule the Event;
 15. Night Market, at its own expense, will ensure that trash and litter are cleaned up and properly disposed of in provided receptacles at the conclusion of the Event; and
 16. Night Market shall notify the Recreation Department of any damage, vandalism, or similar of which it becomes aware during the Event.
- B. The Town shall facilitate operation of the Event as the authority and coordinator for public safety and regulatory compliance. Town duties are specifically enumerated as follows:
1. The Town shall, at its own expense, supply all access to existing electrical and/or other municipal infrastructure necessary to support each Act, Vender, Food Vender and/or Food Truck programmed to appear at the Event;
 2. The Town shall assist in securing all local permitting necessary and absorb the costs thereof;
 3. The Town shall, at its own expense, provide a police presence at the Event;
 4. The Town shall, at its own expense, coordinate and provide all other police services necessary to maintain public safety at the Event and otherwise support the Event;
 5. The Town shall, at its own expense, provide all necessary public works services, including but not limited to waste receptacles and be responsible for removal of those receptacles at the conclusion of the Event;
 6. The Town shall, at its own expense, provide all Fire and EMS services necessary to support the Event;
 7. The Town shall allow unfettered access to Shamrock Park from nine AM (9:00 A.M.) the date of the Event through the break-down and clean-up of the Event, approximately midnight on the day of the Event(12:00A.M.);

8. The Town shall, at its own expense, provide access to all existing rest room and toileting facilities necessary to support the Event;
 9. The Town shall, at its own expense, provide adequate parking facilities necessary to support the Event; and
 10. The Town shall provide all tables and chairs that, in the discretion of the Town, are necessary to support the Event.
- C. The Authority shall facilitate the operation of the Event lead partner for municipal activation Authority duties are specifically enumerated as follows:
1. The Authority shall coordinate the application for alcoholic beverage permitting;
 2. The Authority shall provide leadership for event sponsorship;
 3. The Authority shall engage local business to participate in the Event;
 4. The Authority shall provide financial oversight regarding Event-specific municipal costs;
 5. The Authority, at its own expense, shall apply for all permitting required to be made in the name of the Authority to ensure alcoholic beverage service is permitted on the grounds;
 6. The Authority shall provide coordination with town leadership to support the Event partnership; and
 7. The Authority shall provide reporting on the economic Impact of the Event;
 8. The Authority shall, at its own expense, supply access to any temporary electrical and/or other infrastructure necessary to support each Act, Vender, Food Vender and/or Food Truck programmed to appear at the Event;
 9. The Authority shall, at its own expense, provide access to any temporary rest room and toileting facilities necessary to support the Event; and
 10. The Authority shall, at its own expense, clearly designate all those areas upon which the consumption of alcohol is permitted under the Town's ordinances and shall, at its own expense, secure all permitting necessary to ensure alcoholic beverage service is permitted on the grounds,

2.0 Term & Payment

- A. Term – The term of this agreement shall be the duration of operation and clean-up for one Event. Following the event, the parties will evaluate attendance, economic impact, operational effectiveness and community response to determine if future events are prudent. Should the parties hereto desire to organize future events, the terms of those events shall be negotiated and evidenced by a written amendment executed by both parties and attached to this agreement.
- B. Payment – Costs and Expenses of the Event shall be borne as indicated in the duties set forth above. Further, Night Market shall not be responsible for the payment of any fees for the use of Shamrock Park or any other Town or Authority facilities or services. Neither the Town nor the Authority shall be responsible for payment of fees to compensate Night Market for its efforts in organizing the Event. The collection of fees from Acts and/or Vendors and the community good-will shall be deemed adequate consideration to secure the benefits of this agreement.
- C. In the event that revenue is produced as a result of Event sponsorship, it shall be distributed as follows :
 - 1. The Sponsorship Coordinator shall be compensated at the agreed-upon rate from the gross sponsorship revenue;
 - 2. From the remaining gross sponsorship revenue, The town shall be reimbursed for all expenses borne by the town to support the Event; and
 - 3. Any sponsorship revenue balance remaining following distribution according to paragraph C(1) and C(2) above shall be distributed equally between Night Market and the Authjority.~~that income shall be used to offset municipal costs.~~
- D. All Act, Vender, Food Vender and/or Food Truck fees/revenue collected shall be utilized by night market to support production costs.
- E. All revenue realized in the sale of Alcoholic Beverages shall be distributed according to applicable state and local law.

3.0 Independent Contractor

- A. Night Market shall be an independent contractor. Night Market is not an employee, agent or representative of the Town or the Authority. Night Market shall obtain and maintain, at Night Market's expense, all permits, license or approvals that may be necessary for the performance of the services at the Event. Night Market shall furnish copies of all such permits, licenses or approvals to the Town and Authority at the time of the execution of this agreement.
- B. Inasmuch as the Town, the Authority and Night Market are independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by the parties hereto. Night Market agrees not to represent itself as the agent of either the

Town or the Authority for any purpose to any party or to allow any employee of Night Market to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Night Market shall assume full liability for any contracts or agreements Night Market enters into on behalf of the Town or Authority without the express knowledge and prior written consent of the Town and/or Authority.

4.0 Indemnification

Night Market agrees to indemnify, hold harmless and defend the Town and the Authority from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) arising out of or related in whole or in part to any act or omission of Night Market, its agents, employees or any Act and/or Vendor secured by Night Market for purposes of the Event. Night Market agrees to pay any and all judgements and/or costs (including attorney's fees) which may be rendered against the Town or Authority as a result of the aforementioned claims

5.0 Insurance

Night Market shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage for the period of this Agreement, such insurance shall be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$3,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Night Market shall provide a certificate of insurance wherein both the Town and the Authority are named as additional insured entities. In addition, night Market shall provide insurance verification for every vendor engaged to participate in the Event.

6.0 Termination

Each party has the right to terminate this Agreement at any time, with or without cause with thirty (30) days written notice of termination. If the Town or Authority have borne any expense in contracting with any other party in reliance on this agreement and is unable to realize a return of those funds, and Night Market is the party seeking termination, then Night Market shall compensate the Town and/or Authority for said losses.

7.0 Inclusion of Documents

The Contract and any written and executed amendments thereto are incorporated into this Agreement by reference as an integral part of this Agreement. In the event of a conflict in language between this Agreement and any amendment thereto, the provisions and requirements set forth in this Agreement shall govern.

8.0 Compliance with All Laws and Licenses

The Night Market must obtain all necessary licenses and permits and comply with all local, state and federal requirements at all times.

9.0 Amendments in Writing

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party.

10.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia and any disputes arising hereunder will be resolved in a court of competent jurisdiction in Fayette County, Georgia or the Northern District Court of Georgia.

11.0 Miscellaneous Provisions

- A. It is understood and agreed by and between the Town, the Authority and Night Market that, on account of breach or default by either party of any of their obligations hereunder, if it becomes necessary for the any other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of the other parties' rights or remedies hereunder, then, the defaulting or breaching party shall pay all attorney fees, court costs and other expenses occasioned by such default(s) or breach(as).
- B. All notices from the Authority or Night Market to the Town shall be served on or sent to the Town at the following address:

C.

Town of Tyrone
Attn: Brandon Perkins
Town Manager
881 Senoia Road
Tyrone, Georgia 30290

All notices from the Town or Night Market to the Authority shall be served on or sent to the Authority at the following address:

Tyrone Downtown Development Authority
Attn: Brandon Perkins
Town Manager
881 Senoia Road
Tyrone, Georgia 30290

All notices from the Town or the Authority to Night Market shall be served on or sent to Night Market at the following address:

Night Market
Attn: Jason Bass
73 Silverbell Lane
Sharpsburg, Georgia 30277

- D. Force Majeure. No party hereto shall be liable to any other party for nonperformance, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to the weather (including but not limited to rain, showers, hurricanes, floods), declared or undeclared war, sabotage, insurrection, riot or other acts of civil disobedience or other acts of GOD. Should Event cancellation be required, Night Market will attempt to reschedule for the next weekend available to both parties.

12.0 Entire agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto signed, sealed and delivered this Agreement this _____ day of _____ 2026.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

TOWN OF TYRONE, GEORGIA

Eric Dial, Mayor

ATTEST:

(TOWN SEAL)

Dee Baker, Town Clerk

TYRONE DOWNTOWN DEVELOPMENT
AUTHORITY

(SEAL)

Tracy Young , Chairman

ATTEST:

(AUTHORITY SEAL)

Ciara Willis, Secretary

NIGHT MARKET, LLC.

Jason Bass, Authorized Signatory

ATTEST:

(CORPORATE SEAL)

Officer Title: _____

Approved as to Form:

Town Attorney