



**DOWNTOWN DEVELOPMENT  
AUTHORITY**

**May 11, 2026 at 9:00 AM**

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*950 Senoia Road, Tyrone, GA 30290*

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**Tracy Young**, Chair  
**Nathan Reese**, Vice-Chair

**Luci McDuffie**, Treasurer  
**Ernie Johnson**, Board Member  
**John Kaufman**, Board Member  
**Jeni Mount**, Board Member  
**Adam She**, Board Member

**Ciara Willis**, Secretary  
**E. Allison Ivey Cox**, Town Attorney

**AGENDA**

**I. CALL TO ORDER**

**II. APPROVAL OF AGENDA**

**III. APPROVAL OF MINUTES**

1. Approval of the April 17, 2026, Special Called meeting minutes.

**IV. OLD BUSINESS**

2. Consideration to approve a contract with Elevating Missions Consulting regarding strategic planning services.
3. Consideration to approve a contract with Night Market LLC and the Town of Tyrone for an event on April 12th, 2026.

**V. NEW BUSINESS**

**VI. 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 DDA or staff may respond at a later date.*

**VII. STAFF COMMENTS**

4. Update on FY2027 Budget. Phillip Trocquet
5. Update Regarding Georgia Fund 1. Phillip Trocquet

**VIII. BOARD COMMENTS**

**IX. EXECUTIVE SESSION**

## **X. ADJOURNMENT**

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

Section [PN], Item 1.

**MINUTES**

**April 17, 2026 at 9:00 AM**

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Tracy Young, Chair

Nathan Reese, Vice-Chair

Luci McDuffie, Treasurer

Ernie Johnson, Board Member

John Kaufman, Board Member

Jeni Mount, Board Member

Adam She, Board Member

Brandon Perkins, Town Manager

Phillip Trocquet, Asst. Town Manager

Ciara Willis, Secretary

E. Allison Ivey Cox, Town Attorney

Also Present:

Dia Hunter, Council Member

Absent:

Brandon Perkins, Town Manager

**I. CALL TO ORDER**

Chair Young called the meeting to order at 9:00 a.m.

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS:** *The first public comment period is reserved for non-agenda items. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The DDA or staff may respond at a later date.*

**V. APPROVAL OF AGENDA**

A motion was made to approve the agenda.

Motion made by Vice-Chair Reese, Seconded by Board Member Mount.

Voting Yea: Chair Young, Vice-Chair Reese, Treasurer McDuffie, Board Member Mount, Board Member She, Board Member Johnson, Board Member Kaufman.

**VI. APPROVAL OF MINUTES**

1. Approval of the March 9, 2026, meeting minutes.

A motion was made to approve the March 9, 2026, meeting minutes.

Motion made by Board Member Mount, Seconded by Vice-Chair Reese.

Voting Yea: Chair Young, Vice-Chair Reese, Treasurer McDuffie, Board Member Mount, Board Member She, Board Member Johnson, Board Member Kaufman.

**VII. PRESENTATIONS**

**VIII. OLD BUSINESS**

- 2. Consideration to approve an event with Night Market LLC for a single summer event, pending Council's approval. -**Tracy Young, Chairman**

Chair Young stated that the Board had previously discussed hosting a Night Market similar to the one held in Peachtree City at Drake Field. He noted that the same company would produce the event and had submitted a letter of intent to staff. Attorney Cox advised that the Town Council would need to approve both the event and the sale of alcohol.

Chair Young further explained that the DDA would be responsible for providing portable restrooms and law enforcement for traffic control, while Night Market LLC would manage all other aspects of the event. He added that a formal contract had not yet been submitted.

- 3. Consideration to approve a schedule for First Friday events for FY 2026. -**Tracy Young, Chairman**

Chair Young requested input from the Board regarding the proposed First Friday event schedule for fiscal year 2026. He noted that the proposed Night Market event was tentatively scheduled to take place before the end of July.

Upon conclusion of the discussion, the Board, by consensus, determined to defer hosting a First Friday event until after the Night Market event. The Board further identified August and September as potential dates.

- 4. Consideration to amend the DDA Bylaws.- **Phillip Trocquet, Assistant Town Manager**

Mr. Trocquet stated that the bylaws currently require officers to be elected annually in March. He advised that staff recommend revising the bylaws to hold annual officer elections during the January meeting rather than March to align with the calendar year.

Mr. Trocquet then stated that the bylaws currently provide for a combined Secretary/Treasurer position. He noted that the Board had customarily appointed a Board Member as Treasurer and the Assistant Town Clerk as Secretary. Staff recommended amending the bylaws to establish two separate positions.

Staff recommended that the Board approve the revisions to the bylaws.

A motion was made to amend the bylaws to elect officers annually in January.

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

A motion was made to amend the bylaws to reflect two separate positions for Treasurer and Secretary.

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

**IX. NEW BUSINESS**

- 5. Consideration to amend the DDA's standard agenda template for future meetings. - **Tracy Young, Chairman**

Chair Young presented proposed revisions to the DDA’s agenda template for future meetings. He explained that one public comment section, as well as the invocation, presentations, and pledge of allegiance, would be removed to streamline the agenda and reduce formality. He further noted that these revisions would align the DDA’s agenda format with those utilized by other local development authorities.

- 6. Consideration to seek on-call contract services for DDA staff administration. - **Tracy Young, Chairman**

Chair Young asked for direction from the Board regarding hiring administrative staff for the DDA. He added that Katie Quattlebaum with Elevating Missions Consulting had submitted a summary of three options to assist the Board with the website, social media, and marketing. Mr. Trocquet then shared that the Town was in contract discussions with Ms. Quattlebaum to assist with the public engagement aspect of the Comprehensive Plan.

Chair Young stated that the primary objective of hiring DDA staff was to establish the DDA separately from the Town. The Board agreed to pursue option one of Ms. Quattlebaum’s proposal for the scope of service. Mr. Trocquet stated that a contract would be presented to the Board at a future meeting.

A motion was made to seek on-call contract services for DDA Staff administration.

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

- 7. Consideration to appoint members to the Event and Finance Subcommittees. - **Tracy Young, Chairman**

The Board discussed the Events and Finance Subcommittees, which were established in 2023. Chair Young inquired whether the two subcommittees remained necessary and noted that, if so, reappointments would be required. The Board agreed to dissolve the Events Subcommittee at the next meeting.

A motion was made to appoint Chair Young, Vice-Chair Reese, and Treasurer McDuffie to the Finance Subcommittee.

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

**X. PUBLIC COMMENTS**

**XI. STAFF COMMENTS**

8. *Discussion and update regarding DDA investment options*

Mr. Trocquet advised that the DDA periodically maintains idle funds that were not currently committed to an active project, grant program, or development activity. He noted that the DDA did not presently have a written investment policy to govern the management of such funds, and he referenced Georgia Fund 1 as a potential investment option.

Chair Young requested the Board's input regarding an investment in Georgia Fund 1, and the Board expressed consensus to proceed. Mr. Trocquet stated that he would prepare a resolution for consideration at the next meeting for submission to the State Depository Board.

**XII. BOARD COMMENTS**

9. Discussion of a DDA Action Plan. -**Tracy Young, Chairman**

Chair Young stated that the objective was to develop a strategy for the DDA to implement the Comprehensive Plan and to identify the actions required. He noted that this item would be discussed further at a future meeting.

10. Discussion of a DDA Ethics Code. -**Tracy Young, Chairman**

Chair Young stated that he would provide Attorney Cox with ethics code materials from the IEDC and would return the matter to the Board for further discussion.

**XIII. EXECUTIVE SESSION**

A motion was made to move into Executive Session for two items of real estate.

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

A motion was made to reconvene.

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

**XIV. ADJOURNMENT**

A motion was made to adjourn.

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

The meeting adjourned at 9:55 a.m.

By: \_\_\_\_\_  
Tracy Young, Chair

Attest: \_\_\_\_\_  
Ciara Willis, Secretary

	<b>DDA ITEM Agenda Request Form</b>
<b>Meeting Date:</b> <hr style="width: 50px; margin-left: 0;"/>	<b>Staff Contact:</b> Phillip Trocquet, AICP, CPM <b>Department:</b> DDA
<b>Agenda Section:</b> Action Items	
<b>Staff Report:</b>	<b>Item Description:</b> Consider Approval of Professional Services Agreement with Elevating Missions Consulting, LLC for DDA Launch Services

**Background/History:**

The Downtown Development Authority of Tyrone has been working to establish its organizational identity and presence within the downtown district. As part of this effort, the DDA identified a need for professional consulting services to support branding, web development, business directory creation, and launch communications. At a prior DDA meeting, the Board reviewed a menu of service options presented by Elevating Missions Consulting, LLC, selected the scope of services reflected in the attached draft contract, and directed staff to bring the agreement forward for formal approval.

**Findings/Current Activity:**

The proposed agreement with Elevating Missions Consulting, LLC (Katie Pace Quattlebaum, Principal Consultant) covers the following DDA Launch Services: (1) brand identity development including logo, colors, and typography; (2) web development and content creation for 5–7 pages; (3) business inventory and directory structure for all businesses within the DDA district; (4) core messaging and positioning strategy with a pro-business focus; and (5) a public relations announcement introducing the DDA’s next chapter. The total contract amount does not exceed \$6,000, billed in two installments of \$3,000 each, with an anticipated project duration of six to eight weeks from execution.

**Is this a budgeted item?** Yes **If so, include budget line number:** Technical Services

**Actions/Options/Recommendations:**

Staff recommends approval of the Professional Services Agreement with Elevating Missions Consulting, LLC for DDA Launch Services in a total amount not to exceed \$6,000, and authorization for the DDA Chairman to execute the agreement on behalf of the Authority.



# AGREEMENT

## Downtown Development Authority Launch Services Downtown Development Authority of Tyrone, Georgia

05/11/2026

Elevating Missions Consulting, LLC (the “Consultant”) agrees to provide the Downtown Development Authority of Tyrone, Georgia (the “Client”) the following professional services associated with branding, website, business directory, and launch communications consulting services in support of the Client’s initiative (the “Project”), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the “Agreement”).

### 1. SCOPE OF SERVICES

The Consultant will provide the following services:

#### **DDA Launch Services (Intended to strengthen identity, visibility, and create foundational tools)**

- Re-create a brand identity to include logo, colors, and typography
- Create or modify web development and content (5-7 pages)
- Perform a business inventory and directory structure to include identification, categorization, and mapping of all businesses within the DDA’s district.
- Create core messaging and positioning strategy (pro-business focus)
- Create a PR announcement introducing the DDA’s next chapter

### 2. SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the Services above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see Schedule), make changes to the Services and their technical provisions, as mutually agreed upon in writing. If any such change causes any increase or decrease in the Consultant’s cost of performing any part of the Services, an equitable adjustment will be made in Fees, or in the Schedule, or in both, and a written amendment of such adjustment will be made. Any claim by the Consultant for an equitable adjustment must be in writing and delivered to the Client before proceeding with the additional services. The Consultant will perform no additional services until written authorization is received from Client. Nothing in this clause will excuse the Consultant from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

### 3. SCHEDULE

There is no fixed calendar schedule associated with this Agreement. The schedule for individual services shall be as mutually agreed upon by the Consultant and the Client. The anticipated duration of this Agreement is six (6) to eight (8) weeks from the date of execution informed by the outlined scope of services.

### 4. FEES

The Consultant agrees to provide services included in this Agreement for a total fee not exceeding SIX THOUSAND DOLLARS (\$6,000.00). Fees will be billed monthly over the course of the engagement, with billing anticipated in two installments of \$3,000.00, beginning upon the date of execution. Monthly invoices shall reflect services performed during the preceding period consistent with the scope of work described in Section 1. The Consultant shall provide a brief written summary of activities performed with each invoice. Fees shall include all subcontractors, as needed, and direct/indirect expenses.

The final monthly payment shall not be due until the Consultant has delivered the final deliverables described in Section 1.

### 5. ADDITIONAL SERVICES

Work will be completed based on the Schedule section above. Changes in Client input or direction, excessive changes, or major deviation from the Schedule may be cause for additional services. Any service that the Client requests that is not specified in Services above will be considered an additional service. Such work requires written approval, an amendment to this Agreement, and additional fees.

### 6. ASSIGNMENT OF WORK

The Consultant reserves the right to assign subcontractors to the Services to ensure quality and on-time completion.

### 7. COPYRIGHTS

The Consultant shall retain the right to use all copyrighted materials for marketing purposes. The Client shall retain copyrights associated with work after undisputed payment of each task listed in the contract. Such copyrighted material shall include, but not be limited to, digital files, plans, documents, presentations, reports, and other deliverables produced under this Agreement.

### 8. PERMISSIONS AND RELEASES

The Client agrees, to the level of indemnification allowed by law, to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Services at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

## 9. BILLING AND PAYMENT POLICIES

In contracting with the Consultant, the Client warrants that funds are available to compensate the Consultant for the total fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.

The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld.

## 10. TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of the Agreement.
- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.

When the Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.

The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

## 11. DISPUTE RESOLUTION

All disputes arising from this Agreement shall be referred to a court of competent jurisdiction. Venue for any cause of action shall be in Fayette County, Georgia, or the Northern District of Georgia, as the case may be.

## 12. MISCELLANEOUS

This Agreement is governed by the laws of the State of Georgia.

The Client and Elevating Missions Consulting, LLC are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

**13. EXECUTION**

The undersigned agrees to the terms of this Agreement on behalf of their organization or business.

CONSULTANT  
Elevating Missions Consulting, LLC

CLIENT  
Downtown Development Authority of Tyrone

By: \_\_\_\_\_  
Katie Pace Quattlebaum  
Principal Consultant

By: \_\_\_\_\_  
Tracy Young  
Chairman

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

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

Attest: \_\_\_\_\_  
Ciara Willis  
Secretary

**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 Even(12:00A.M.);

8. The Town shall, at its own expense, provide access to all existing restroom 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 restroom 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, 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

<b>DDA ITEM Agenda Request Form</b>	
<b>Meeting Date:</b>	<b>Staff Contact:</b> Phillip Trocquet, <b>Department:</b> DDA
<b>Agenda Section:</b> New Business	
<b>Staff Report Item Description:</b> Authorization of Night Market Event Agreement, Shamrock Park	

**Background/History:**

The Town of Tyrone and the Tyrone Downtown Development Authority (DDA) have been engaged in discussions with Night Market, LLC (Jason Bass) regarding the coordination of a public Night Market event at Shamrock Park. The event is intended to activate the downtown area, support local business, and provide a community gathering opportunity in a family-friendly environment. At its regular meeting on May 7, 2026, the Tyrone Town Council voted 3 to 1 to approve the Night Market Event Agreement.

**Findings/Current Activity:**

The Night Market Event Agreement is a tri-party agreement among the Town, the Authority, and Night Market, LLC. Night Market serves as the operational producer and bears primary production costs, including staffing, talent, vendor coordination, permitting verification, and marketing. The Town provides staff support including public works crew, waste receptacles, police presence, and Recreation Department coordination. The DDA serves as the activation lead, responsible for alcoholic beverage permitting, local business engagement, sponsorship leadership, and financial oversight of event-specific additional costs beyond Night Market LLC's. The DDA will also provide supplemental cost support for supplies and services, such as portable sanitation. The event is proposed for June 12<sup>th</sup> between 5:00 p.m. and 10:00 p.m.; future events would require a written amendment. The Town Council authorized the agreement on May 7, 2026, by a vote of 3 to 1.

**Is this a budgeted item?** To be confirmed. **If so, include budget line number:** \_\_\_\_\_

DDA expenditures are anticipated for portable sanitation, alcoholic beverage permitting fees, and supplemental event supplies. Specific amounts are not yet itemized; staff recommends spending consistent with 1<sup>st</sup> Friday Event Budgets.

**Actions/Options/Recommendations:**

Staff recommends the Authority authorize the DDA Chairman to execute the Night Market Event Agreement on behalf of the Tyrone Downtown Development Authority.

**FY 2026/2027 DOWNTOWN DEVELOPMENT AUTHORITY PROPOSED BUDGET**

Account ID	Description	FY25 Actuals	FY26 Budget	FY26 Actuals At 03/31/26	FY27 Proposed Budget	FY27 Itemizations	Difference	% Change
750-00-336010	LOCAL GOVT UNIT GRANTS	\$ 17,707.50	\$ 194,000.00	\$ -			\$ (194,000.00)	-100.00%
750-00-336300	TOWN OF TYRONE CONTRIBUTIONS	\$ -	\$ 30,000.00	\$ -			\$ (30,000.00)	-100.00%
	<b>TOTAL INTERGOVERNMENTAL</b>	<b>\$ 17,707.50</b>	<b>\$ 224,000.00</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ (224,000.00)</b>	<b>-100.00%</b>
750-00-347310	VENDOR APPLICATION FEES	\$ 310.00	\$ 2,000.00	\$ 65.00			\$ (2,000.00)	-100.00%
750-00-347920	CONCESSION REVENUE	\$ -	\$ 150.00	\$ -			\$ (150.00)	-100.00%
	<b>TOTAL CHARGES FOR SERVICES</b>	<b>\$ 310.00</b>	<b>\$ 2,150.00</b>	<b>\$ 65.00</b>	<b>\$ -</b>		<b>\$ (2,150.00)</b>	<b>-100.00%</b>
750-00-361100	INTEREST REVENUES	\$ 255.83	\$ 200.00	\$ 104.45	\$ 100.00		\$ (100.00)	-50.00%
	<b>TOTAL INVESTMENT INCOME</b>	<b>\$ 255.83</b>	<b>\$ 200.00</b>	<b>\$ 104.45</b>	<b>\$ 100.00</b>		<b>\$ (100.00)</b>	<b>-50.00%</b>
750-00-371000	PRIVATE CONTRIB & DONATIONS	\$ -	\$ 1,500.00	\$ -			\$ (1,500.00)	-100.00%
	<b>TOTAL CONTRIBUTIONS &amp; DONATIONS</b>	<b>\$ -</b>	<b>\$ 1,500.00</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ (1,500.00)</b>	<b>-100.00%</b>
750-00-381000	RENTS & ROYALTIES	\$ -	\$ 9,047.00	\$ -			\$ (9,047.00)	-100.00%
	<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>\$ -</b>	<b>\$ 9,047.00</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ (9,047.00)</b>	<b>-100.00%</b>
750-00-391001	FUNDS CARRIED FORWARD	\$ -	\$ 111,453.00	\$ -	\$ 62,400.00		\$ (49,053.00)	-44.01%
	<b>TOTAL OTHER FINANCING SOURCES</b>	<b>\$ -</b>	<b>\$ 111,453.00</b>	<b>\$ -</b>	<b>\$ 62,400.00</b>		<b>\$ (49,053.00)</b>	<b>-44.01%</b>
	<b>DDA TOTAL REVENUE</b>	<b>\$ 18,273.33</b>	<b>\$ 348,350.00</b>	<b>\$ 169.45</b>	<b>\$ 62,500.00</b>		<b>\$ (285,850.00)</b>	<b>-82.06%</b>
750-75-521201	LEGAL SERVICES	\$ 3,172.50	\$ 2,500.00	\$ 2,047.50			\$ (2,500.00)	-100.00%
750-75-521350	SPECIAL PROGRAM SERVICES	\$ 7,259.98	\$ 8,000.00	\$ 1,729.99			\$ (8,000.00)	-100.00%
750-75-522206	BUILDING MAINTENANCE	\$ 38,029.31	\$ -	\$ (1,797.31)			\$ -	#DIV/0!
750-75-522320	RENTAL OF EQUIPMENT & VEHICLES	\$ 1,860.00	\$ 3,000.00	\$ 1,492.15			\$ (3,000.00)	-100.00%
750-75-523101	BUILDING INSURANCE	\$ 1,795.32	\$ 1,500.00	\$ -			\$ (1,500.00)	-100.00%
750-75-523103	PUBLIC OFFICIALS LIABILITY INS	\$ 1,667.30	\$ 1,500.00	\$ 2,833.64			\$ (1,500.00)	-100.00%
750-75-523105	BOILER & MACHINERY INSURANCE	\$ 527.56	\$ -	\$ -			\$ -	#DIV/0!
750-75-523107	FESTIVAL INSURANCE	\$ 48.11	\$ 50.00	\$ 101.52			\$ (50.00)	-100.00%
750-75-523108	GENERAL LIABILITY INSURANCE	\$ 336.71	\$ 300.00	\$ 710.67			\$ (300.00)	-100.00%
750-75-523300	ADVERTISING	\$ 30.00	\$ 1,000.00	\$ -			\$ (1,000.00)	-100.00%
750-75-523400	PRINTING & BINDING	\$ 184.78	\$ 500.00	\$ 39.00			\$ (500.00)	-100.00%
750-75-523500	TRAVEL	\$ -	\$ 500.00	\$ -			\$ (500.00)	-100.00%
750-75-523700	EDUCATION & TRAINING	\$ -	\$ 1,000.00	\$ -			\$ (1,000.00)	-100.00%
	<b>TOTAL SERVICES COSTS</b>	<b>\$ 54,911.57</b>	<b>\$ 19,850.00</b>	<b>\$ 7,157.16</b>	<b>\$ -</b>		<b>\$ (19,850.00)</b>	<b>-100.00%</b>
750-75-531005	SPECIAL PROGRAM SUPPLIES	\$ 1,373.65	\$ 2,000.00	\$ 768.82			\$ (2,000.00)	-100.00%
750-75-531101	OFFICE SUPPLIES	\$ 73.54	\$ 200.00	\$ -			\$ (200.00)	-100.00%
750-75-531103	POSTAGE	\$ -	\$ 100.00	\$ -			\$ (100.00)	-100.00%
750-75-531210	WATER	\$ 59.09	\$ 1,000.00	\$ -	\$ -		\$ (1,000.00)	-100.00%
750-75-531231	ELECTRICITY - BUILDING	\$ 230.94	\$ 5,500.00	\$ -	\$ -		\$ (5,500.00)	-100.00%
750-75-531270	GASOLINE/DIESEL	\$ -	\$ -	\$ -	\$ -		\$ -	#DIV/0!
750-75-531601	SIGNS	\$ 216.00	\$ 1,500.00	\$ 216.00			\$ (1,500.00)	-100.00%
750-75-531700	OTHER SUPPLIES	\$ 20.00	\$ 200.00	\$ 152.44			\$ (200.00)	-100.00%
	<b>TOTAL SUPPLIES COSTS</b>	<b>\$ 1,973.22</b>	<b>\$ 10,500.00</b>	<b>\$ 1,137.26</b>	<b>\$ -</b>		<b>\$ (10,500.00)</b>	<b>-100.00%</b>
750-75-541199	SITES	\$ -	\$ -	\$ 5,486.25			\$ -	#DIV/0!
750-75-541200	SITE IMPROVEMENTS	\$ -	\$ 309,000.00	\$ -			\$ (309,000.00)	-100.00%
750-75-541310	BUILDING IMPROVEMENTS	\$ -	\$ -	\$ -			\$ -	#DIV/0!
	<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ -</b>	<b>\$ 309,000.00</b>	<b>\$ 5,486.25</b>	<b>\$ -</b>		<b>\$ (309,000.00)</b>	<b>-100.00%</b>
750-75-579000	CONTINGENCIES	\$ -	\$ 9,000.00	\$ -			\$ (9,000.00)	-100.00%
	<b>TOTAL OTHER COSTS</b>	<b>\$ -</b>	<b>\$ 9,000.00</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ (9,000.00)</b>	<b>-100.00%</b>
	<b>DDA TOTAL EXPENSES</b>	<b>\$ 56,884.79</b>	<b>\$ 348,350.00</b>	<b>\$ 13,780.67</b>	<b>\$ -</b>		<b>\$ (348,350.00)</b>	<b>-100.00%</b>
	<b>DOWNTOWN DEVELOPMENT AUTHORITY TOTAL</b>	<b>\$ (38,611.46)</b>	<b>\$ -</b>	<b>\$ (13,611.22)</b>	<b>\$ 62,500.00</b>		<b>\$ 62,500.00</b>	<b>#DIV/0!</b>