



TOWN COUNCIL MEETING- REVISED

May 07, 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 April 16, 2026 minutes.

2. Approval of a resolution authorizing the Town of Tyrone's participation in an amicus brief in the Chang v. City of Milton Supreme Court (Georgia) case.

VII. PRESENTATIONS

3. Presentation of a proclamation to Town Clerk Dee Baker and Asst. Town Clerk Ciara Willis in recognition of May 3 - 9, 2026 as Professional Municipal Clerk's Week. **Eric Dial, Mayor**

4. Recognition of Asst. Town Manager Phillip Trocquet's 10 years of service to the Town. - **Brandon Perkins, Town Manager**

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

5. Consideration to approve a contract with S&L Integrated Systems, LLC in an amount not to exceed \$107,125.66 for the Shamrock Pavilion A/V System Design & Install project TYR-2026-01. **Phillip Trocquet, Assistant Town Manager**

X. NEW BUSINESS

6. Consideration to approve a “Night Market” event sponsored by the Tyrone Downtown Development Authority (DDA) to include off-premises sales of alcohol at Shamrock Park on Friday, June 19, 2026. **Phillip Trocquet, Assistant Town Manager.**
7. Consideration to approve a public engagement services agreement from Elevating Missions Consulting for an amount not to exceed \$22,000. **Phillip Trocquet, Assistant Town Manager**
8. Consideration to issue an RFP for auditing services. - **Brandon Perkins, Town Manager**
9. Consideration to award project PW-2026-01, the 2026 Asphalt Resurfacing project to Shepco Paving, Incorporated for the base bid amount of \$461,123.40. **Scott Langford, PE - Public Works Director & Town Engineer**

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
April 16, 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:
Krista McClenny, Recreation Manager
Phillip Nelson, Police Major

- 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.*

Rebecca Griffin, who lives on Berry Hill Lane, spoke on behalf of her and her husband, Matt Griffin, and their business Action Wrestling. They were entering into their 8th year of live performances and have given tens of thousands of dollars back to communities and local organizations. She added that Matt also worked on the Netflix series, Heels, a show dedicated to wrestling. Ms. Griffin invited everyone out to their anniversary and live performance at the Roger Spencer Recreation Center in Tyrone on April 24th, beginning at 8:00 pm. She thanked Recreation and Public Works staff for their assistance throughout the years.

Zach Eyster, who lives on Briarwood Road, shared that he was pleased with the new roundabout at Palmetto/Spencer/Arrowood. He added that Briarwood Road was unsafe and that, due to the grade, it was difficult for the police to monitor. It was unsafe for his kids and neighbors to travel on bikes or golf carts. He suggested that the Town strongly consider a golf cart path along Briarwood, and that citizens should have a safe route to downtown. He also shared that the Town needed townhomes for more affordable housing.

Pennie George, who lives on Gaelic Way, spoke regarding questions involving the data center. She understood the function of public comments; however, she wished for public responses. She asked if the Town had initiated contact with Microsoft before the public was notified of the project name.

She mentioned transparency and asked, since the NDA ended on March 18, 2026, would unredacted information be released between the mayor’s office and the Fayette County Development Authority from 2022? She also asked for a meeting to be set regarding the data center so the community could participate.

Mayor Dial shared that they were working on a meeting date and that they would be made aware. He added that he would stay after tonight’s meeting to answer her questions.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda with moving Tyrone Soccer Field Use Agreement for discussion under New Business.

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.

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 March 31 and April 2, 2026.
2. Approval of Eagle Scout Service Project “Tyrone Inclusive Discovery Path” for Russell Emmanuel LaGrande, Troop 79.

A motion was made to approve the revised consent agenda.

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

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

- 3 a. Approval of the Tyrone Soccer (TSL) Field Use Agreement for 2026.

Council Member Wheeler began a discussion regarding researching the possibility of obtaining additional fees from the sports organizations for the use of the Town’s fields. She suggested having more oversight into reviewing their books and revenue from using our fields. She added that the field use fees have not increased since 2022. She also shared that the Town also needed to review their board meetings and minutes. We are looking for more revenue sources, and they have a monopoly on our fields.

Mr. Davenport stated that if the town wishes to review the books, the language needs to be within the field-use contract. Council Member Whelan shared that youth sports should not be evaluated for additional revenue, and it would take staff time to review their books.

The additional costs would be filtered down to the kids. Council Member Hunter shared that the baseball fields were being maintained by Tyrone Youth Baseball Association (TYBA), which saved the Town money.

Council Member Campbell stated that most participants were not from Tyrone. Council agreed that the contracts needed to be reviewed and discussed further. Mr. Perkins stated that he would reach out to the organizations regarding Council’s concerns. The Town would need to know how many kids were registering for baseball and soccer. Council Member Hunter mentioned that we do need kids from surrounding areas and that SPLOST funds raised benefit all our parks. Council Member Wheeler suggested charging more for out-of-town sports participants. Council Member Hunter shared that we need to be more inclusive. Council Member Wheeler agreed that Tyrone citizens did not have enough participants to fund the program.

A motion to approve the Tyrone Soccer Field Use Agreement for 2026.

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

- 3. Approval of an updated lease agreement with WOW! Internet, Cable, and Phone for its facility located at 145 Commerce Drive. Brandon Perkins, Town Manager

Mr. Perkins informed everyone that WOW! Internet service has leased a small building on Town property for years. As part of the agreement, WOW! provides internet services to Town facilities. He added they have agreed to also provide services to our new pavilion and the Public Works building at Handley Park, which requires an agreement update.

A motion was made to approve the updated lease agreement with WOW! Internet, Cable, and Phone.

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

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.*

Mayor Dial asked Eagle Scout candidate, Mr. Russell LaGrande, to speak about his project.

Mr. LaGrande shared that he lives on Peaceful Way and that he was from Troop 79. His project was to create a sensory path and music wall between the Tyrone recreation center and library. He handed out flyers with QR codes. Council thanked him, and he shared that he loved music and his brother had an engineering background, which gave him inspiration.

Zach Eyster returned to discuss the difficulty in obtaining field time at the Handley fields. Most kids are from Sandy Creek and are African American in a white sport. The fields are exclusive to the clubs involved. He reached out to Mr. Perkins for an opportunity to practice. Mr. Perkins clarified that he emailed Mr. Eyster to reach out to Ms. McClenny and Mr. Trocquet for field time. Both tried to reach out to Mr. Eyster.

To no avail. He added that the Redwine field use goes through recreation, and the Handley fields go through TYBA. Mayor Dial mentioned that the Tyrone Recreation ball players also get priority before the clubs.

XII. STAFF COMMENTS

Mr. Perkins stated that he was approached by Council Member Wheeler regarding the Town's auditors. He stated that they have served the Town for several years and that it would not be a bad idea to go through the bidding process. Discussion ensued regarding timing for the next audit and the bidding process. Mayor Dial mentioned that the cost could also increase with the process.

A motion was made to begin the bidding process for audit services.

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

Discussion continued regarding timing. Council Member Hunter mentioned that there were a lot of unanswered questions: what software would they use, and would there be a learning curve?

Council Member Wheeler amended her motion to place auditing services on the next agenda. Council Member Whelan seconded the amended motion.

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

Ms. Baker reminded everyone about early voting for the General Primary Election on May 19th. Early voting begins on April 27th at Town Hall for three weeks, including two Saturdays. The election includes federal, legislative, judicial, and state positions. She added that voting on election day would take place at the Tyrone Library, located at 143 Commerce Drive. Please check myvoterpage.com for your election day polling place and contact the Fayette County Elections office for more information.

Mr. Trocquet announced that the next Talk of the Town was next Tuesday at 6:00 pm in the Council Chambers. The main discussion will focus on the 5-year Comprehensive Plan Update.

XIII. COUNCIL COMMENTS

Council Member Hunter announced that Flat Rock Middle School won gold at SkillsUSA State conference. Flat Rock also placed 1st in the state track and field competition. Our schools do a fine job.

Council Member Whelan announced that Tyrone had a new Veterans Committee and gave a shout-out to Mr. Perkins for his work with the committee. She recognized Mr. Will Wynn in the audience as a member of the committee. Their goal was to obtain a static piece for Veterans Park, among other improvements. She also announced the Banner Program. Banners would be displayed along Senoia Road from Memorial Day to Veterans Day and would then be presented to the family after the Veterans Day celebration. She shared the website, tyronega.gov/veterans-banners. The banners were \$150 for Tyrone residents. She invited everyone to visit the Wreaths Across America booth during the Spring Festival at Shamrock Park on Saturday, April 18th. She then announced the America 250 Celebration at Shamrock Park on July 4th, which would include a small parade, fireworks, live music, and vendors including food, games, and prizes. There would also be a flyover from the War Birds. She thanked Ms. McClenny and Council Member Hunter for their work. She shared that the committees were always looking for volunteers, and to please speak with Krista McClenny at the recreation center.

Council Member Wheeler also shared her concerns regarding safety along Briarwood Road. She stated that a couple of years back, she was struck by a Hummer while walking along Briarwood Road. She would like to explore a cart path expansion along Briarwood Road.

XIV. EXECUTIVE SESSION

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 7:51pm.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: May 7, 2026

Agenda Item Type: Consent Agenda

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Approval of a resolution authorizing the Town of Tyrone's participation in an amicus brief in the Chang v. City of Milton Supreme Court (Georgia) case.

BACKGROUND:

The City of Milton has requested that municipalities across Georgia consider adopting a resolution authorizing participation in an **amicus curiae** (friend of the court) brief in the ongoing litigation styled *Chang v. City of Milton*. The case arises from a 2016 motor vehicle collision and subsequent claims related to roadway conditions.

The Council has previously authorized participation in two earlier amicus efforts related to this same case, joining municipalities across the state in support of clarifying the scope of municipal liability and sovereign immunity.

On March 12, 2026, the Supreme Court of Georgia issued a significant ruling in the case, clarifying that a municipality's duty related to roadway maintenance applies only to areas intended for ordinary travel and not to conditions outside those travel lanes. The case has now been remanded to the Georgia Court of Appeals to address a separate issue involving the so-called "**nuisance**" **exception** to sovereign immunity in personal injury claims.

Historically, Georgia courts have allowed certain nuisance claims for personal injury against cities based on judicial precedent rather than an explicit constitutional or statutory waiver of sovereign immunity. Recent court decisions have questioned the continued validity and scope of that doctrine.

Municipal organizations consider the outcome of this issue to be of statewide importance because it could affect the extent of liability exposure for cities and the associated financial and operational impacts on local governments. The proposed resolution would authorize the Town to again join other municipalities in supporting an amicus brief seeking clarification that any waiver of sovereign immunity for nuisance claims involving personal injury must be grounded in the Constitution or state law.

Participation in the amicus effort does not make the Town a party to the litigation but allows its position and interests to be formally considered by the appellate courts. Timing is important, as participating municipalities have been asked to adopt and return resolutions within approximately 30 days to support coordinated filing of the brief.

FUNDING:

None.

STAFF RECOMMENDATION:

Staff recommends approval for the Mayor to sign.

ATTACHMENTS:

- 1. Resolution
- 2. Request from City of Milton

PREVIOUS DISCUSSIONS:

December 5, 2024
July 17, 2025



Important - Following Supreme Court Decision – Next Step for Cities (Chang v. Milton)

From Peyton Jamison <peyton.jamison@miltonga.gov>
Date Sat 4/25/2026 4:56 PM
To Peyton Jamison <peyton.jamison@miltonga.gov>
Cc sallyn@jarrard-davis.com <sallyn@jarrard-davis.com>

1 attachment (30 KB)
UPDATED AMICUS.docx;

Caution: This email originated from an external sender. Verify the source before opening links or attachments.

Mayors,

I'm reaching out again on an issue that has real importance for cities across Georgia, and I'm asking for your continued partnership.

First, some good news. As you may recall, Milton previously asked for amicus support in litigation involving sovereign immunity and roadway maintenance. The response from across the state was incredible - more than 80 cities joined in, which sent a strong, unified message. That effort paid off with the Supreme Court's March 12, 2026 decision in *City of Milton v. Chang*, where the Court clarified that a city's duty related to roadway safety applies only to ordinary travel on the parts of the road intended for that purpose. That was a significant and meaningful win for all of us.

That same case is now back before the Court of Appeals, and it presents another important challenge -this time involving the "nuisance" exception for personal injury claims. In simple terms, there's an old court-created doctrine (going back to a 1968 case) that allows cities - but not counties - to be sued more broadly under a nuisance theory. Over time, that doctrine has expanded well beyond its original footing and is not grounded in the Constitution or general law.

More recently, in a 2021 case, the Supreme Court itself questioned the legal foundation of that doctrine and whether it still holds up under today's sovereign immunity framework. The Court of Appeals now has the opportunity to take a closer look.

The stakes here are significant. If this doctrine remains in place, cities across Georgia could face expanded and unpredictable liability, which ultimately impacts operations, budgets, and taxpayers. On the other hand, a clear ruling that reins this in would provide much-needed clarity and protection for municipalities.

As with the first *Chang* case, I believe we have a real opportunity to make an impact. A strong, unified show of support will reinforce how important this issue is for cities statewide.

I've attached a draft resolution for your consideration if you're willing to authorize your city attorney to join the amicus effort in *Chang v. Milton*. Please feel free to use or modify it as

needed. Timing is critical as we would need the adopted resolution returned in 30 da

Section VI, Item 2.

I've copied Samantha Allyn from our City Attorney's Office in case you have any questions

Thank you again for your leadership and for the support.

Best regards,

Peyton



SERVICE - TEAMWORK - OWNERSHIP
LEADERSHIP - RURAL HERITAGE



National Champion for Trust in
Government

Info at miltonga.gov/Trust

Peyton Jamison

MAYOR

📍 2006 Heritage Walk
Milton, Georgia 30004

☎ 678-242-2484

✉ peyton.jamison@miltonga.gov

🌐 www.miltonga.gov

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**TOWN OF TYRONE
COUNTY OF FAYETTE**

RESOLUTION NO.

2026-__

A RESOLUTION OF THE TOWN OF TYRONE, GEORGIA, AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN CHANG v. CITY OF MILTON ON REMAND BEFORE THE GEORGIA COURT OF APPEALS OR, IF WARRANTED, THE GEORGIA SUPREME COURT; TO PROMOTE THE PUBLIC HEALTH, SAFETY, AND WELFARE; AND FOR OTHER PURPOSES.

WHEREAS, the litigation styled Chang v. City of Milton arises from claims asserted against the City of Milton, Georgia, related to a 2016 motor vehicle collision on Batesville Road; and

WHEREAS, on September 16, 2024, the Georgia Court of Appeals issued its decision in City of Milton v. Chang, 373 Ga. App. 667 (2024); and

WHEREAS, the Supreme Court of Georgia thereafter granted certiorari and, on March 12, 2026, vacated the Court of Appeals decision and remanded the case for further proceedings, holding that a municipality's ministerial duty over roadway upkeep and repair did not apply where the alleged unsafe condition was outside the lanes of ordinary travel, City of Milton v. Chang, 2026 WL 695364; and

WHEREAS, following remand, the Georgia Court of Appeals will consider the separate question of whether a Georgia municipality may nevertheless be subjected to liability under a so-called nuisance theory for personal injury claims; and

WHEREAS, the Town recognizes that any asserted waiver of sovereign immunity for nuisance claims resulting in personal injury does not arise from any express constitutional or

statutory waiver applicable to municipalities, but instead traces to judicial decisions such as Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (1968); and

WHEREAS, the Supreme Court of Georgia explained in Georgia Department of Natural Resources v. Center for a Sustainable Coast, Inc., 294 Ga. 593 (2014), that waivers of sovereign immunity must come from the Constitution or the General Assembly and that courts may not create new exceptions to sovereign immunity; and

WHEREAS, in Mayor & C. of Savannah v. Palmerio, 242 Ga. 419 (1978), Justice Hall, in a concurring opinion, advised that “the time is long past for this court to re-examine its opinion in Town of Ft. Oglethorpe v. Phillips, 224 Ga. 834, 165 S.E.2d 141 (1968);” and

WHEREAS, in Gatto v. City of Statesboro, 312 Ga. 164, fn. 6 (2021), the Court observed “[s]ome of us have doubts about the legal foundations of Phillips, which also divorced municipal nuisance liability from its basis in our Constitution's Takings Clause;” and

WHEREAS, a nuisance theory that permits personal-injury claims against cities, but not counties, creates an uneven exposure to liability that is not supported by a clear constitutional or statutory waiver; and

WHEREAS, Georgia law has long distinguished between nuisance claims that implicate the Takings Clause and nuisance claims seeking damages for personal injury; and

WHEREAS, municipalities across the State have a substantial interest in ensuring that any waiver of sovereign immunity remains tied to a constitutional or statutory foundation rather than a judicially created expansion; and

WHEREAS, the Town finds that it is in the best interests of its citizens and residents to support the City of Milton in seeking an appellate ruling that there is no waiver of municipal

sovereign immunity for an alleged nuisance resulting in personal injury, outside the limited context of a nuisance claim amounting to a constitutional taking; and

WHEREAS, the Town further finds that Georgia cities should have their collective voice heard on this issue of statewide importance through coordinated amicus participation before the Georgia Court of Appeals and/or the Georgia Supreme Court.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF TYRONE, GEORGIA, that:

- The Town authorizes participation in, support for, and joinder with an amicus curiae brief or briefs to be filed in Chang v. City of Milton on remand before the Georgia Court of Appeals and/or, if further appellate proceedings occur after the Court of Appeals, before the Georgia Supreme Court, and authorizes the Town's name to be included as an amicus participant.
- The Town supports the position that any purported waiver of a city's sovereign immunity for nuisance claims seeking recovery for personal injury is a judicially created doctrine rather than an express waiver grounded in the Georgia Constitution or an act of the General Assembly.
- The Town supports the position that, consistent with Sustainable Coast and related sovereign-immunity precedent, no waiver of municipal sovereign immunity exists for an alleged nuisance resulting in personal injury.
- The Mayor, Town Manager, Town Attorney, and such other officers as may be appropriate are authorized to take all actions reasonably necessary to implement this Resolution and to coordinate with counsel for the City of Milton and other participating municipalities.

SO RESOLVED this ____ day of _____, 2026.

**MAYOR AND COUNCIL FOR THE
TOWN OF TYRONE, GEORGIA**

(SEAL)

By: _____
ERIC DIAL, Mayor

ATTEST:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney

Proclamation

57th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 3 - 9, 2026

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, WE, The Mayor & Members of the Town Council, do recognize the week of May 3 through 9, 2026, as Professional Municipal Clerks Week, and further extend appreciation to our Municipal Clerks, Dee Baker and Ciara Willis and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this _____ day of _____, 2026

Mayor: _____ Attest: _____



COUNCIL ITEM AGENDA REQUEST FORM

Department: Community Development

Meeting Date: 05/07/2026

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Consideration to approve a contract with S&L Integrated Systems, LLC in an amount not to exceed \$107,125.66 for the Shamrock Pavilion A/V System Design & Install project TYR-2026-01.

Background/History:

Shamrock Pavilion was constructed with electrical infrastructure and conduit stubs intended for a future, standalone A/V installation. The Town issued RFP TYR-2026-01 to procure a preset-based sound, lighting, and rear-projection system operable by non-technical staff and approved rental groups. Proposals were evaluated by a selection committee using the published criteria; S&L Integrated Systems received the highest overall score and is recommended for award.

Findings/Current Activity:

A contract has been prepared regarding these services and been reviewed by the Town's legal counsel.

Is this a budgeted item? YES If so, include budget line number: 2023 SPLOST and ASSIGNED FUNDS

Actions/Options/Recommendations: Staff recommends approval of this contract.

**CONTRACT FOR
SHAMROCK PAVILION A/V SYSTEM DESIGN & INSTALL**

RFP Number: TYR-2026-01

between

TOWN OF TYRONE, GEORGIA

and

S&L INTEGRATED SYSTEMS, LLC

Contract Date: [_____], 2026

CONTRACT AGREEMENT

This Contract ("Agreement") is entered into as of the _____ day of _____, 2026 (the "Effective Date"), by and between the **Town of Tyrone, Georgia**, a municipal corporation organized under the laws of the State of Georgia, with offices at 950 Senoia Road, Tyrone, GA 30290 (the "Town"), and **S&L Integrated Systems, LLC**, a Georgia limited liability company, with principal offices at 7 Midway Road, Thomasville, GA 31757 (the "Contractor").

RECITALS

WHEREAS, the Town issued Request for Proposals No. TYR-2026-01 (the "RFP"), dated March 2, 2026, together with Addendum Number 1, dated March 13, 2026, soliciting proposals for the design, furnishing, installation, programming, commissioning, training, and warranty of an audio/visual system at the Shamrock Pavilion, located at 960 Senoia Road, Tyrone, Georgia 30290 (the "Project"); and

WHEREAS, the Contractor submitted a proposal dated March 30, 2026, including Quotation No. 23167, dated March 25, 2026 (the "Proposal"), which was evaluated and selected by the Town as the most responsive and responsible submission; and

WHEREAS, the Town Council approved the selection of the Contractor at its meeting on April 2, 2026; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions governing the performance of the Work;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 — DEFINITIONS

1.1 "Acceptance" means written confirmation by the Town that the Work, or a defined portion thereof, has been completed in conformance with the Contract Documents and has passed all required acceptance tests.

1.2 "Addendum" means Addendum Number 1 to the RFP, dated March 13, 2026, attached hereto as Exhibit B.

1.3 "Change Order" means a written instrument signed by both parties modifying the scope, schedule, or Contract Price.

1.4 "Contract Documents" means this Agreement, the RFP (Exhibit A), the Addendum (Exhibit B), the Contractor's Proposal (Exhibit C), the Scope of Work and Equipment Schedule (Exhibit D), the Project Schedule (Exhibit E), the Insurance Certificate (Exhibit F), the Performance Bond (Exhibit G), and all Change Orders issued hereunder. In the event of conflict among the Contract Documents, the order of precedence shall be: (a) this Agreement; (b) Change Orders (most recent first);

(c) the RFP and Addendum; (d) the Contractor's Proposal and Scope of Work.

1.5 "Contract Price" means the total lump-sum amount payable to the Contractor for the Work, as set forth in Article 4.

1.6 "Day" means calendar day unless otherwise specified.

1.7 "Notice to Proceed" or "NTP" means written authorization from the Town directing the Contractor to commence the Work.

1.8 "Project Manager" means the Town's designated representative for day-to-day administration of this Agreement.

1.9 "Substantial Completion" means the date on which the Work is sufficiently complete, in accordance with the Contract Documents, so that the Town can use the system for its intended purpose, as certified in writing by both parties.

1.10 "Work" means all labor, materials, equipment, services, and deliverables required of the Contractor under the Contract Documents.

ARTICLE 2 — SCOPE OF WORK

2.1 General. The Contractor shall design, furnish, install, program, test, commission, train Town staff on, and provide warranty support for a complete audio/visual system at the Shamrock Pavilion, as more particularly described in the Scope of Work attached as Exhibit D and the minimum technical requirements set forth in the RFP (Exhibit A, pp. 4-5). The Work includes all audio, video/projection, lighting, infrastructure, control, and networking components described in the Contractor's Quotation No. 23167.

2.2 Deliverables. The Contractor shall deliver the following:

- Design and engineering documents including speaker locations/aiming, projector mount location, screen location, lighting fixture locations, control locations, cable routing, signal flow diagram, power diagram, and network diagram.
- Audio system as specified in Scope of Work Sections 1.1 through 1.9.
- Video/projection system as specified in Scope of Work Sections 2.1 through 2.3.
- Lighting system as specified in Scope of Work Sections 3.1 through 3.3.
- Infrastructure as specified in Scope of Work Sections 4.1 through 4.3.
- As-built documentation including signal flow diagrams, rack elevations, cable schedule, and breaker map.
- Staff training session covering system startup/shutdown, preset operation, wireless microphone handling, projection screen deployment and storage, and basic troubleshooting.
- Assistive listening system with twelve (12) portable FM receivers for audience use.

2.3 Equipment. All equipment furnished under this Agreement shall be new and unused and of like kind to the Equipment Schedule (Exhibit D). Substitutions require prior written approval from the Town. Substituted equipment shall be of equal or greater quality and capability.

2.4 Site Verification. Within five (5) Days of NTP, the Contractor shall conduct a site survey and field verification to confirm conduit pathways, power availability, mounting conditions, and available space, as required by the RFP. The Contractor shall promptly notify the Town in writing of any conditions that differ materially from the Contract Documents.

2.5 Permits and Licenses. The Contractor shall obtain and pay for all permits, licenses, and inspections required for the Work, except as specifically identified as the Town's responsibility. The Contractor shall comply with all applicable federal, state, and local codes and regulations.

2.6 Coordination. The Contractor shall coordinate with the Town's internet service provider (WOW fiber) for service termination at the pavilion service pull box. The Contractor is not responsible for internet service procurement, recurring costs, or provider delays.

ARTICLE 3 — CONTRACT TIME AND SCHEDULE

3.1 Notice to Proceed. The Town anticipates issuing NTP on or about April 30, 2026.

3.2 Substantial Completion. The Contractor shall achieve Substantial Completion no later than June 30, 2026 (the "Completion Date"), unless extended by Change Order, provided Contractor may add costs and adjust schedule for delays caused by Town or other contractors.

3.3 Project Schedule. The Contractor shall perform the Work in accordance with the Project Schedule attached as Exhibit E and the following milestone dates:

Schedule	Target Date
Site Survey & Field Verification	May 1-5, 2026
Design Submittal	May 15, 2026
Procurement & Prefab	May 20-June 1
Installation & Integration	June 5-20
Testing & Commissioning	June 21-25
Staff Training & As-Builts	June 26-28
Substantial Completion	June 30, 2026

3.4 Liquidated Damages. The parties acknowledge that delay in achieving Substantial Completion will cause the Town damages that are difficult to ascertain. If the Contractor fails to achieve Substantial Completion by the Completion Date, as it may be adjusted by Change

Order, the Contractor shall pay the Town liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per Day for each Day beyond the Completion Date until Substantial Completion is achieved. This sum represents a genuine pre-estimate of damages and is not a penalty. Liquidated damages may be deducted from amounts otherwise payable to the Contractor.

3.5 Excusable Delay. The Completion Date shall be extended for delays caused by acts of God, fire, flood, epidemic, abnormal weather conditions, strikes, governmental actions, or other causes beyond the Contractor's reasonable control, provided the Contractor gives written notice to the Town within five (5) Days of the commencement of any such delay. Delay caused by the Contractor's subcontractors or suppliers shall not be considered excusable unless the delay arises from causes that would constitute excusable delay for the Contractor.

ARTICLE 4 — CONTRACT PRICE AND PAYMENT

4.1 Contract Price. The Town shall pay the Contractor a total lump-sum Contract Price of One Hundred Seven Thousand One Hundred Twenty-Five Dollars and Sixty-Six Cents (\$107,125.66) for the complete and satisfactory performance of the Work, broken down as follows:

Category	Amount
Purchased Equipment	\$75,016.31
Installation Services	\$24,026.04
Shipping and Handling	\$2,483.30
Client Care (1-Year)	\$5,600.01
TOTAL CONTRACT PRICE	\$107,125.66

4.2 The Contract Price includes all labor, materials, equipment, shipping, freight, performance bond, insurance, overhead, profit, taxes (if applicable), travel, and all other costs necessary to complete the Work. The Town of Tyrone is a tax-exempt entity.

4.3 Payment Schedule. The Town shall pay the Contractor based on the following milestone schedule, subject to satisfactory completion of each milestone and submission of a proper invoice:

Payment	Milestone	Amount
1	Upon NTP and submission of performance bond, insurance certificates, and approved design submittal	30% — \$32,137.70
2	Upon delivery of equipment to site, verified by Town	30% — \$32,137.70
3	Upon completion of installation, passing of acceptance testing, and delivery of as-built documentation and staff training	30% — \$32,137.70
4	Retainage: released 30 Days after Substantial Completion and resolution of all punch list items	10% — \$10,712.56

4.4 Invoicing. The Contractor shall submit invoices to the Project Manager upon achievement of each milestone. Each invoice shall include: (a) the Agreement number and milestone reference; (b) a description of work completed; (c) the amount due; and (d) any supporting documentation reasonably requested by the Town. The Town shall pay undisputed invoices within thirty (30) Days of receipt of a proper invoice.

4.5 Retainage. The Town shall retain ten percent (10%) of the Contract Price until thirty (30) Days after Substantial Completion and the Contractor's satisfactory resolution of all items on the punch list, at which point the retainage shall be released in full.

4.6 Payment Not Acceptance. No payment made by the Town shall constitute or be construed as acceptance of any portion of the Work or a waiver of the Town's right to require correction of defective or nonconforming Work, or to pursue any other remedy available under this Agreement or at law.

ARTICLE 5 — CHANGE ORDERS

5.1 The Town may, at any time, order changes in the Work within the general scope of this Agreement. Such changes shall be authorized only by written Change Order signed by both parties.

5.2 The Contractor shall not perform any changed or additional work without a signed Change Order. Work performed without an approved Change Order shall be at the Contractor's sole risk and expense.

5.3 Pricing of Changes. The cost or credit of a Change Order shall be determined by one of the following methods, in order of preference: (a) mutual agreement on a lump-sum amount; (b) unit prices, if established in the Contract Documents; or (c) cost of labor, materials, and equipment, plus an agreed markup not to exceed fifteen percent (15%) for overhead and profit. The Contractor shall provide

itemized cost documentation for any Change Order priced on a cost-plus basis.

5.4 The Contractor shall promptly notify the Town in writing of any condition that may require a Change Order, including unforeseen site conditions such as inaccessible conduit pathways, inadequate structural support for equipment mounting, or other differing conditions from those shown in the Contract Documents.

ARTICLE 6 — WARRANTY

6.1 Workmanship Warranty. The Contractor warrants that all Work shall be performed in a professional and workmanlike manner, free from defects in materials and workmanship, for a period of one (1) year from the date of Substantial Completion (the "Warranty Period"). During the Warranty Period, the Contractor shall, at its sole cost and expense, promptly correct any defective Work upon written notice from the Town.

6.2 Equipment Warranty. The Contractor shall pass through to the Town all manufacturer warranties for equipment furnished under this Agreement. The Contractor shall assist the Town in processing warranty claims with manufacturers during the Warranty Period at no additional cost.

6.3 Client Care Program. In addition to the warranties set forth above, the Contractor shall provide its Client Care program for a period of one (1) year from the date of Substantial Completion, including remote system monitoring, remote troubleshooting support, and priority on-site service response, as described in the Contractor's Proposal. The cost of the Client Care program is included in the Contract Price.

6.4 Correction of Work. If, within the Warranty Period, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct such Work within ten (10) Days of written notice from the Town, or within such shorter period as may be required by emergency conditions. If the Contractor fails to correct defective Work within the specified time, the Town may correct the Work at the Contractor's expense.

ARTICLE 7 — TESTING, COMMISSIONING, AND ACCEPTANCE

7.1 Acceptance Test Plan. No later than fourteen (14) Days before the scheduled commencement of testing and commissioning, the Contractor shall submit to the Town a written Acceptance Test Plan describing the tests to be performed, the measurable criteria for each test, and the

pass/fail thresholds. The Acceptance Test Plan shall address, at a minimum: (a) speech intelligibility testing; (b) audio coverage uniformity to the specified audience area; (c) projector alignment and image quality; (d) lighting preset functionality; (e) control system preset operation; and (f) assistive listening system operation.

7.2 Commissioning. The Contractor shall commission all systems in the presence of the Town's Project Manager or designee. The Contractor shall demonstrate that each system and preset operates as specified.

7.3 Punch List. Following commissioning, the Town and the Contractor shall jointly inspect the Work and develop a punch list of items requiring correction or completion. The Contractor shall complete all punch list items within fifteen (15) Days unless a longer period is agreed in writing.

7.4 Substantial Completion. Substantial Completion shall be achieved when all systems are operational and performing in accordance with the Contract Documents

7.5 Final Completion. Final Completion shall be achieved when, (a) acceptance testing has been completed and passed; (b) staff training has been delivered; (c) as-built documentation has been delivered to the Town; and all punch list items have been resolved to the Town's reasonable satisfaction.

ARTICLE 8 — INSURANCE AND BONDING

8.1 Insurance Requirements. The Contractor shall maintain, at its sole cost and expense, the following insurance coverage throughout the term of this Agreement and for a period of at least one (1) year after Final Completion:

- Commercial General Liability, including Contractual Liability, Products/Completed Operations, and Personal Injury: \$2,000,000 combined single limit per occurrence and per project.
- Comprehensive Automobile Liability: \$1,000,000 combined single limit per occurrence.
- Umbrella/Excess Liability: \$1,000,000 per occurrence.
- Workers' Compensation: statutory limits; Employers' Liability: \$100,000 per accident, \$500,000 disease policy limit, \$100,000 disease per employee.

8.2 The Town shall be named as an additional insured on the Contractor's Commercial General Liability and Automobile Liability policies. Certificates of insurance shall be delivered to the Town prior to NTP and upon each policy renewal during the term of this Agreement.

8.3 The Contractor shall provide the Town with at least thirty (30) Days' prior written notice of cancellation, non-renewal, or material change in any required insurance coverage.

8.4 Performance Bond. The Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the Contract

Price, issued by a surety company authorized to do business in the State of Georgia. The bond shall be delivered to the Town prior to NTP.

8.5 Payment Bond. The Contractor shall furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract Price, issued by a surety company authorized to do business in the State of Georgia. The bond shall be delivered to the Town prior to NTP.

ARTICLE 9 — INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 The Contractor shall indemnify, defend, and hold harmless the Town, its officers, officials (including the Mayor and Council members), employees, and agents from and against any and all claims, damages, losses, expenses (including reasonable attorneys' fees), demands, and liabilities arising out of or resulting from: (a) the performance or intended performance of the Work; (b) any negligent or willful act or omission of the Contractor, its employees, agents, or subcontractors; or (c) any breach of this Agreement by the Contractor.

Notwithstanding anything to the contrary, Contractor's indemnification obligations in this Agreement apply only to the extent a loss is caused by Contractor's negligence or willful misconduct. Notwithstanding anything to the contrary, Contractor shall not have any indemnification obligations to the extent that a claim: (a) arises out of the negligence, willful misconduct, or design defects of customer or other parties under its direction or control; or (b) is not within Contractor's scope of work.

9.2 The Contractor's indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under any workers' compensation, disability benefit, or other employee benefit act or insurance policy maintained by or for the Contractor.

9.3 Notwithstanding anything to the contrary, no party shall be liable for any indirect or consequential damages, however caused, including loss of revenue, profits, savings, data, time, or business, for any matter arising from or relating to this Agreement, even if advised of the possibility of those damages.

9.4 This Article shall survive the expiration or termination of this Agreement.

ARTICLE 10 — TERMINATION

10.1 Termination for Cause. If the Contractor fails to perform any material obligation under this Agreement, or if the Contractor knowingly violates any covenant, agreement, or stipulation herein, the Town may terminate this Agreement by giving written notice specifying the effective date of termination. Notwithstanding anything to the contrary, in the event that Town issues a notice of default to Contractor, Contractor shall have no less than five (5) business days to initiate a remedy for or cure the default prior to Town initiating any remedy. The Contractor shall be entitled to payment for satisfactory Work completed prior to termination, less any damages sustained by the Town.

10.2 Termination for Convenience. The Town may terminate this Agreement at any time for its convenience by giving the Contractor thirty (30) working days' prior written notice. Upon such termination, the Contractor shall be paid for: (a) Work satisfactorily completed prior to the termination date; (b) reasonable demobilization costs; and (c) the cost of materials and equipment procured for the Work that cannot reasonably be returned, provided such materials and equipment are delivered to the Town. The Contractor shall not be entitled to lost profits on unperformed Work.

10.3 The Town's right to terminate shall not be construed as the Town's exclusive remedy. The Town may pursue all rights and remedies available at law or in equity, including the right to withhold payments as set-off against damages. **Notwithstanding anything to the contrary, any offset or right to withhold payment in this Agreement is conditioned on customer providing prior written notice to Contractor with a reasonable opportunity to cure.**

ARTICLE 11 — OWNERSHIP OF WORK PRODUCT

11.1 All data, materials, documentation, designs, drawings (including CAD files in original editable format), as-built documentation, signal flow diagrams, programming configurations, custom control interfaces, preset configurations, and any other work product prepared for or delivered to the Town under this Agreement shall be the exclusive property of the Town upon creation or delivery.

11.2 Third-Party Software and Firmware. The parties acknowledge that certain equipment includes third-party manufacturer firmware and software that is licensed, not sold, by the respective manufacturers. Such licenses are governed by the applicable manufacturer's end-user license agreement and are not transferred to the Town as work product. The Contractor shall ensure that all necessary licenses for the Town's use of the installed system are properly obtained and transferred.

11.3 Work product may constitute public records subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

ARTICLE 12 — COMPLIANCE WITH LAW

12.1 General Compliance. The Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, and ordinances in the performance of the Work, including but not limited to: the Fair Labor Standards Act; Equal Opportunity Employment Act; Americans with Disabilities Act; and all applicable building, electrical, and fire codes.

12.2 E-Verify. The Contractor certifies compliance with the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. The Contractor's executed E-Verify Affidavit is incorporated into this Agreement by reference. The Contractor shall require all subcontractors performing physical services under this Agreement to provide similar affidavits and to maintain E-Verify participation throughout the contract period.

12.3 Criminal Background Checks. The Contractor shall not bring or send to Town property any employee that the Contractor reasonably believes poses a threat to property or persons. The Contractor shall impose this requirement on all subcontractors.

12.4 Equal Opportunity. This is an equal opportunity project. No person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this Agreement on the grounds of race, color, national origin, sex, age, or disability.

ARTICLE 13 — GENERAL PROVISIONS

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts-of-law principles.

13.2 Venue. Any litigation arising out of or related to this Agreement shall be brought exclusively in the courts of Fayette County, Georgia, or the United States District Court for the Northern District of Georgia.

13.3 No Arbitration. The parties agree that disputes under this Agreement shall not be subject to mandatory binding arbitration.

13.4 Entire Agreement. This Agreement, together with the Contract Documents, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, relating to the subject matter hereof.

13.5 Amendment. This Agreement may be amended only by a written instrument signed by both parties.

13.6 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.7 Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce that provision or any other provision in the future.

13.8 Independent Contractor. The Contractor is an independent contractor and not an employee, agent, or partner of the Town. The Contractor shall have no authority to bind the Town.

13.9 Assignment. The Contractor shall not assign this Agreement or any interest herein, or subcontract any portion of the Work, without the prior written consent of the Town.

13.10 Notices. All notices under this Agreement shall be in writing and shall be deemed delivered when: (a) hand-delivered; (b) sent by certified mail, return receipt requested; or (c) sent by recognized overnight courier, to the addresses set forth on the first page of this Agreement, or to such other address as either party may designate in writing.

13.11 Open Records. The Contractor acknowledges that records relating to this Agreement may be subject to the Georgia Open Records Act,

O.C.G.A. § 50-18-70 et seq. The Contractor shall not include proprietary information in submissions to the Town without clearly marking such information and understanding that the Town cannot guarantee confidentiality under Georgia law.

13.12 Survival. The provisions of Articles 6 (Warranty), 9 (Indemnification), 11 (Ownership), and 13 (General Provisions) shall survive the expiration or termination of this Agreement.

13.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

SIGNATURES

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

**TOWN OF TYRONE, GEORGIA
S&L INTEGRATED SYSTEMS, LLC**

By: _____

By:

Name: Eric Dial
Name: Joshua Sharp
Title: Mayor
Title: CFO

Date: _____

Date:

Attest:
[COMPANY SEAL]

By: _____

Name: [Town Clerk Name]
Title: Town Clerk

[TOWN SEAL]

EXHIBITS

The following Exhibits are attached hereto and incorporated by reference:

- Exhibit A — Request for Proposals No. TYR-2026-01
- Exhibit B — Addenda
- Exhibit C — Contractor's Proposal, dated March 30, 2026
- Exhibit D — Scope of Work and Equipment Schedule (Quotation No. 23167)
- Exhibit E — Project Schedule
- Exhibit F — Certificate of Insurance (to be updated prior to NTP with Town named as additional insured)
- Exhibit G — Performance & Payment Bonds
- Exhibit H — E-Verify Affidavit



TOWN COUNCIL ITEM AGENDA REQUEST FORM

Meeting Date:	05/07/2026	Staff Contact:	Phillip Trocquet
Agenda Section:	New Business	Department:	Community Development

Staff Report

Item Description:

Consideration to approve a "Night Market" event sponsored by the Tyrone Downtown Development Authority (DDA) to include off-premises sales of alcohol at Shamrock Park on Friday, June 19, 2026. Phillip Trocquet, Assistant Town Manager.

Background/History:

Town Council previously adopted two ordinance provisions that together authorize this request. First, Chapter 4, Article VI of the Code of Ordinances allows licensed alcoholic beverage caterers to sell alcohol by the drink off premises at authorized catered functions (Sec. 4-201(e)). Second, Sec. 4-7(b) permits possession and consumption of alcoholic beverages in a designated area during authorized Town-sponsored events held in public parks.

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. The agreement governing the event will be between the DDA and Mr. Bass.

Findings/Current Activity:

- Event: Night Market at Shamrock Park, Friday, June 19, 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.

Actions/Options/Recommendations:

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



COUNCIL ITEM AGENDA REQUEST FORM

Department: Community Development

Meeting Date: 04/16/2026

Staff Contact: Phillip Trocquet

Agenda Section: New Business

Staff Report:

Item Description:

Consideration to approve public engagement services from Elevating Missions Consulting for an amount not to exceed \$22,000.

Background/History:

The Town is required to maintain a current comprehensive plan as a condition of local planning certification under ARC and DCA standards. The current plan requires updating for the 2027-2032 cycle. Staff intends to complete the technical work of the update in-house such as data analysis, policy drafting, land use mapping, and compliance documentation, which significantly reduces the overall cost compared to hiring a full-service planning consultant. The public engagement component, however, is the most time-intensive element of the process and exceeds current staff capacity when combined with the technical workload. Staff issued a solicitation for public engagement services and received three proposals. All three respondents proposed the same scope category.

Findings/Current Activity:

The proposed scope runs May 2026 through February 2027 and is organized in three phases. Phase 1 covers kickoff, work plan development, survey and outreach design, steering committee recruitment, and messaging framework development. Phase 2 covers up to 10 stakeholder interviews, up to 5 facilitated steering committee meetings, up to 3 open house-style public meetings, and development of outreach materials including online surveys, ads, and mailers. Phase 3 covers data compilation, a summary findings narrative, a final engagement report, and an executive summary for Town leadership and Council. Staff reviewed all three proposals for scope alignment, qualifications, and price.

Is this a budgeted item? YES If so, include budget line number: PLANNING & ZONING TECHNICAL SERVICES

Actions/Options/Recommendations: Staff recommends approval.



BID TABULATION

2027-2032 Comprehensive Plan Public Engagement Services

Company	Elevating Missions Consulting	TSW Consulting	Blue Cypress Consulting
Scope of Work	<i>Management & Coordination, Program Implementation & Documentation</i>	<i>Management & Coordination, Program Implementation & Documentation</i>	<i>Management & Coordination, Program Implementation & Documentation</i>
Quote Price	\$22,000.00	\$33,500.00	\$64,800.00



AGREEMENT

Comprehensive Plan Community Engagement Services

Town of Tyrone, Georgia

[DATE]

Elevating Missions Consulting, LLC (the “Consultant”) agrees to provide the **Town of Tyrone, Georgia** (the “Client”) the following professional services associated with community engagement consulting services in support of the Town’s Comprehensive Plan update (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:

Phase 1: Planning & Strategy Development (Month 1)

- Kickoff meeting with Town staff
- Review of Comprehensive Plan goals and timeline
- Design of the overall public engagement strategy, including work plan, schedule, and engagement approach
- Design of survey and outreach strategy
- Identification of steering committee (approximately 10–12 members representing a cross-section of the community)
- Design of a messaging and communications framework to guide how the engagement process is communicated to the community
- Application of audience segmentation to ensure broad and representative participation.

Phase 2: Public Engagement Implementation (Months 2–7)

- Launch public engagement activities
- Conduct up to ten (10) targeted stakeholder interviews
- Facilitate up to five (5) steering committee meetings, including agendas, materials, and summary documentation
- Coordinate and facilitate public engagement events:
 - Up to three (3) open house-style meetings incorporating maps, charrettes, and interactive feedback
 - Materials and design of community education meetings designed for smaller group discussion and Q&A

- Provide ongoing coordination with Town staff and partners
- Apply targeted outreach strategies to engage a broad cross-section of the community, including harder-to-reach audiences
- Facilitate discussions in a manner that keeps meetings productive, forward-looking, and aligned with Town goals
- Monitor participation and adjust engagement tactics as needed throughout the process

Phase 3: Analysis & Documentation (Months 8–10)

- Compile and analyze survey and engagement data
- Develop stakeholder and engagement documentation
- Prepare a summary of findings and key themes
- Deliver a final engagement report

- Provide an executive-level summary for Town leadership and Council
- Frame community input in a clear narrative to support future communication and implementation

Deliverables. The Consultant shall produce the following deliverables over the course of this Agreement:

- Community involvement plan documentation
- Public engagement work plan with schedule
- Messaging and communications framework
- Stakeholder list and engagement plan
- Steering committee materials for each meeting (agendas, materials, meeting summaries)
- Online survey, distribution plan, and results
- Ads, mailers, and outreach designs
- Survey data and results
- Summary findings and themes narrative
- Final engagement report

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 ten (10) months 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 **TWENTY-TWO THOUSAND DOLLARS (\$22,000.00)**. Fees will be billed monthly at \$2,200 per month over ten (10) months, 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 engagement report 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 Town 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. Interest charges will be applied at a rate of 1.5% to delinquent accounts for professional services.

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

By: _____

Katie Pace Quattlebaum
Principal Consultant

Date: _____

CLIENT

Town of Tyrone, Georgia

By: _____

Eric Dial
Mayor

Date: _____

Attest: _____

Dee Baker, Town Clerk

TOWN SEAL



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: May 7, 2026

Agenda Item Type: New Business

Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration to issue an RFP for auditing services.

BACKGROUND:

The Town has utilized the services of Rushton & Company to conduct its annual independent financial audits since 2011. Councilwoman Wheeler recently expressed interest in the Town seeking proposals from other audit firms given the length of this relationship. Staff raised this matter during staff comments at the April 16, 2026 meeting, and Council requested that the item be brought back as a regular agenda item after confirming the Town’s current contractual status.

Staff has determined that the Town is not under a multi-year contract with Rushton & Company. As is typical for professional audit services, the Town executes an annual engagement letter outlining the scope of work, responsibilities, and fees for each fiscal year audit. Accordingly, there is no contractual restriction that would prevent the Town from issuing a request for proposals (RFP) for audit services should Council choose to do so.

There are no federal or state laws requiring local governments to periodically change external auditors. However, several professional organizations provide guidance regarding the periodic procurement of audit services. In general, these organizations recommend regularly evaluating audit services through a competitive process while allowing continuity when performance and independence remain satisfactory.

Relevant Professional Guidance

Georgia Municipal Association (GMA)

- Typical structure includes a one-year initial term with up to four annual renewals
- Competitive procurement of audit services approximately every five years is a common practice

International City/County Management Association (ICMA)

- Periodic re-procurement of audit services, typically on a five-year cycle, is considered a sound governance practice

American Institute of Certified Public Accountants (AICPA)

- Emphasizes rotation of the lead audit partner rather than mandatory rotation of the audit firm
- Lead audit partner rotation is generally recommended every five to seven years to maintain independence and professional objectivity

Government Finance Officers Association (GFOA)

- Recommends periodic competitive procurement of audit services, typically every five years
- Continuation with the same firm is appropriate when performance, pricing, and independence remain satisfactory

Because several of the above standards reference lead partner rotation as an important independence safeguard, staff reviewed the Town’s history with Rushton & Company. The lead audit partner assignments have been as follows:

- John Holden: 2011–2013
- Sam Latimer: 2013–2016
- Julie George: 2017–Present

This history reflects periodic rotation of the lead audit partner over the course of the Town’s relationship with the firm.

FUNDING:

None required to issue RFP.

STAFF RECOMMENDATION:

Council direction is requested regarding whether to:

1. Continue utilizing Rushton & Company for the upcoming audit cycle, or
2. Authorize staff to issue a Request for Proposals (RFP) for external audit services.

ATTACHMENTS:

None

PREVIOUS DISCUSSIONS:

Staff comments – April 16, 2026



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: May 7, 2026

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to award project PW-2026-01, the 2026 Asphalt Resurfacing project to Shepco Paving, Incorporated for the base bid amount of \$461,123.40.

BACKGROUND:

In keeping with the maintenance of our roads system, this year's asphalt resurfacing project consists of LMIG 2025 Supplemental road projects (Donegal Drive and Wickham Drive), and LMIG 2026 road projects (Tailor Ridge, Park Drive, Handley Court, Brunswick Drive, Arbor Crest and Dover Chase). The project was advertised, and Bids were received and read aloud on April 23, 2026 at 10 AM. The lowest responsive and responsible bid was \$461,123.40 by Shepco Paving, Inc. This bid is within budget.

FUNDING:

General Funds 100-40-52.2205, LMIG 2025 Sup. Grant, LMIG 2025 Grant and 2023 SPLOST.

STAFF RECOMMENDATION:

Staff requests that Council award project PW-2026-01, the 2026 Asphalt Resurfacing project, and for the Mayor to execute the Agreement to Shepco Paving, Inc. for the total sum of the Base Bid at \$461,123.40.

ATTACHMENTS:

Bid Tabulation Sheet

PREVIOUS DISCUSSIONS:

Council Budget Planning Workshop in 2025



Bid tabulation for: PW-2026-01
**2026 ASPHALT RESURFACING FOR
 THE TOWN OF TYRONE, GA**

BID DATE: April 23, 2026 @ 10 AM

ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	Piedmont Paving Newnan, GA		Shepeco Paving Inc. Alpharetta, GA		MHB Paving Inc. Social Circle, GA		Summit Construction & Dev Peachtree Corners, GA	
				UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE
BASE BID											
Acknowledged Addenda 1											
Bid Bond (5%)											
1	Traffic Control, Complete Pay Item 150-1000	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 23,399.00	\$ 23,399.00	\$ 14,400.00	\$ 14,400.00	\$ 55,000.00	\$ 55,000.00
2	Grading Complete, Pay Item 210-0100	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,400.00	\$ 5,400.00	\$ 10,000.00	\$ 10,000.00
3	Recycled Asph 12.5mm Superpave, Type II, GP2 only, Incl Polymer Modified Bitum Mat & Lime, Pay Item 402-3130	2,864	TN	\$ 118.82	\$ 311,208.48	\$ 96.59	\$ 257,315.78	\$ 124.97	\$ 332,920.08	\$ 129.38	\$ 344,868.32
4	Recycled Asph 25mm Superpave, Type II, GP1 or GP2, Incl Bitum Mat & Lime, Pay Item 402-3121	288	TN	\$ 145.81	\$ 39,103.88	\$ 240.55	\$ 64,467.40	\$ 215.36	\$ 57,718.48	\$ 170.00	\$ 45,560.00
5	Mill Asph Conc Pvmnt 1.5" Depth, Pay Item 432-0206	20,988	SY	\$ 3.42	\$ 71,710.56	\$ 2.63	\$ 55,145.84	\$ 2.20	\$ 46,128.60	\$ 2.00	\$ 41,936.00
6	Mill Asph Conc Pvmnt 2.5" Depth, Pay Item 432-0210	6785.0	SY	\$ 3.08	\$ 20,762.10	\$ 4.24	\$ 28,768.40	\$ 3.82	\$ 25,918.70	\$ 2.27	\$ 15,401.95
7	Task Coat, Pay Item 413-0750	1,866	GL	\$ 7.20	\$ 11,995.20	\$ 4.50	\$ 7,497.00	\$ 6.00	\$ 9,996.00	\$ 6.50	\$ 10,929.00
8	Thermoplastic Solid Traf Stripe, 6" yellow, Pay Item 653-2802	240	LF	\$ 1.78	\$ 422.40	\$ 8.85	\$ 2,394.00	\$ 1.25	\$ 300.00	\$ 2.00	\$ 480.00
9	Thermoplastic Solid Traf Stripe, 24" white, Pay Item 653-1704	80	LF	\$ 11.55	\$ 924.00	\$ 9.85	\$ 788.00	\$ 15.00	\$ 1,200.00	\$ 9.00	\$ 720.00
10	Raised PVMT Markers Type 1, Pay Item 654-1001	12	EA	\$ 7.70	\$ 92.40	\$ 31.50	\$ 378.00	\$ 10.00	\$ 120.00	\$ -	\$ -
11	Special Allowance, Complete	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
12											
13											
14											
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18											
19											
TOTAL BASE BID				\$	\$ 506,219.02	\$	\$ 461,123.40	\$	\$ 514,100.86	\$	\$ 544,595.27

Note Red numbers are math errors that have been corrected.

Bids Received by: Scott Langford
 Witnessed by: Sandra Beach



Bid tabulation for: PW-2026-01
**2026 ASPHALT RESURFACING FOR
 THE TOWN OF TYRONE, GA**

BID DATE: April 23, 2026 @ 10 AM		Blount Construction Marietta, GA		Atlanta Paving & Conc. Peachtree Corners, GA					
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE
BASE BID									
	Acknowledged Addenda 1			Yes		Yes			
	Bid Bond (5%)			Yes		Yes			
1	Traffic Control, Complete Pay Item 150-1000	1	LS	\$ 38,534.62	\$ 38,534.62	\$ 45,000.00	\$ 45,000.00		
2	Grading Complete, Pay Item 210-0100	1	LS	\$ 1.00	\$ 1.00	\$ 15,000.00	\$ 15,000.00		
3	Recycled Asph 12.5mm Superpave, Type II, GP2 only, Incl Polymer Modified Bitum Mat & Lims. Pay Item 402-3130	2,664	TN	\$ 120.14	\$ 320,052.96	\$ 118.80	\$ 316,483.20		
4	Speciated Asph 25mm Superpave, Type II, GP1 or GP2, Incl Bitum Mat & Lims, Pay Item 402-3131	288	TN	\$ 145.58	\$ 39,015.44	\$ 118.00	\$ 31,624.00		
5	Mill Asph Conc Pvmnt 1.5" Depth, Pay Item 432-0206	20,968	SY	\$ 1.98	\$ 41,097.28	\$ 3.33	\$ 69,823.44		
6	Mill Asph Conc Pvmnt 2.5" Depth, Pay Item 432-0210	6785.0	SY	\$ 3.24	\$ 21,983.40	\$ 3.97	\$ 26,936.45		
7	Tack Coat, Pay Item 413-0750	1,666	GL	\$ 3.22	\$ 5,364.52	\$ 4.20	\$ 6,997.20		
8	Thermoplastic Solid Traf Stripe, 6" yellow, Pay Item 653-2802	240	LF	\$ 2.03	\$ 487.20	\$ 3.00	\$ 720.00		
9	Thermoplastic Solid Traf Stripe, 24" white, Pay Item 653-1704	80	LF	\$ 9.20	\$ 736.00	\$ 15.00	\$ 1,200.00		
10	Raised PVMT Markers Type 1, Pay Item 654-1001	12	EA	\$ 7.57	\$ 90.84	\$ 10.00	\$ 120.00		
11	Special Allowance, Complete	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		
12									
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17									
18									
19									
TOTAL BASE BID				\$	487,363.26	\$	533,904.29	\$	-

Note Red numbers are math errors that have been corrected.

Bids Received by: Scott Langford
 Witnessed by: Sandra Beach