



AGENDA

Pre-Agenda Session | 6:30 PM | City Hall Conference Room

City Council Regular Meeting

May 7, 2026, at 7:00 PM | City Hall | 8 W. Hwy 80 Bloomingdale, GA 31302

I. Roll Call/ Declaration of Quorum

II. Call to Order

III. Pledge/Prayer

IV. Approval of Minutes: Approval of the draft copy of Minutes for the following meetings:
April 16th Regular Council Meeting; April 23rd Budget and Finance Committee Meeting;
and the May 4th Planning and Licensing Committee Meeting.

V. Approval of Agenda of May 7th Regular Council Meeting.

VI. Administrative & Committee Reports

VII. Old Business:

1. Consider an At Home Business License application submitted by James Paul for an Industrial Cleaning Service located at 304 Adams Road (Office Only)

VIII. New Business:

1. Consider entering into an Agreement with Peachtree Entertainment, LLC to host the Rock the Country concert at Ottawa Farms on May 29 and 30, 2026 and authorize issuance of the Special Events Permit for the Event.
2. Consider entering into an Agreement with Peachtree Entertainment, LLC to use Taylor Park for the Rock the Country concert.
3. Consider Bid Award for the Traffic Signal Installation at Jimmy DeLoach Parkway and Bloomingdale Road.
4. Consider the purchase of a 2026 Ford F-150 from J.C. Lewis in the amount of \$43,491.00 for the Public Works Department. (CIP/SPLOST)

These are the items presented before the deadline of April 29, 2026, to be included on the agenda.

IX. Pay the bills

X. Adjourn

MINUTES



CITY COUNCIL
Regular Council Meeting - Minutes
April 16, 2026, 7:00 p.m.

In Attendance:

City Council Members: Mayor Dennis G. Baxter; Vice Mayor Glenda Key; Councilman Thomas D. Greene; Councilman Rodney C. West; Councilman Jimmy Kerby; Councilman Terry W. Jones; and Councilwoman Paula Bunton-Knox

Staff Members: City Administrator Charles Akridge; City Attorney Raymond Dickey; City Clerk Jennifer Scholl; and Police Chief Jeffcoat.

- I. **Call to Order:** The meeting was called to order by Mayor Baxter at 7:00 p.m.
- II. **Invocation/ Pledge of Allegiance:** Mayor Baxter gave the Invocation and led the Pledge of Allegiance.
- III. **Approval of Minutes:** Mayor Baxter called for a motion to approve the Minutes for the April 1st Budget and Finance Committee Meeting; April 2nd Regular Council Meeting; and the April 2nd Joint Special Events/ Recreation Committee Meeting.

Vice Mayor Key made a motion to approve the Minutes as read. Councilman Greene seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

- IV. **Approval of Agenda:** Mayor Baxter called for a motion to approve the Agenda for the April 16th Regular Council Meeting.

Councilman West made a motion to approve the agenda. Councilman Greene seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

- V. **Administrative and Committee Reports:**

No Committee Reports were given.

- VI. **Old Business:**

1. *Consideration Site Plan for Phase I Infrastructure on the Morgan property for Northpoint, LLC submitted by Coleman Company on Jimmy DeLoach Parkway. (Sewer Line Size)*
[Approved]

Mayor Baxter called for a motion on the item for consideration.

Councilman Jones made a motion to approve the item for consideration with the condition of installing a 6" Sewer Main instead of a 4". Councilman Greene seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

2. First Reading: Consider a Variance Request application submitted by Northpoint Industrial, LLC. for Sidewalks in an Industrial Zoning District located on Jimmy DeLoach Parkway. [*Withdrawn*]
3. Consider a Well Permit application submitted by Michael Neal at 150 Conaway Road. [*Approved*]

Mayor Baxter called for a motion on the item for consideration.

Councilman Kerby made a motion to approve the item for consideration. Councilwoman Knox seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

VII. New Business:

1. Consider an At Home Business License application submitted by James Paul for an Industrial Cleaning Service located at 304 Adams Road (Office Only). [*Tabled*]

Mayor Baxter called for a motion for the item for consideration.

Councilman Kerby made a motion to table the item for consideration. Councilman Greene seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

2. Consider holding one City Council meeting a month on the Third Thursday for the months of June, July, August and September. [*Approved*]

Mayor Baxter called for a motion for the item for consideration.

Vice Mayor Key made a motion to approve the item for consideration. Councilman Jones seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

3. Request to be placed on the Agenda: Mr. James Hall – Running for Reelection to the Chatham County Board of Elections. [*Presentation.*]

Mr. Hall provided an overview of his campaign for the upcoming election on May 19th.

4. Consider the purchase of a Folder Inserter for Utility Billing in the amount of \$12,573.00. (W/S Operating) [*Approved- Second Reading waived.*]

Mayor Baxter called for a motion for the item for consideration.

Councilman Greene made a motion to approve the item for consideration. Councilwoman Knox seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

Mayor Baxter reported that this concluded the items presented for consideration for inclusion on the Council agenda prior to the deadline of March 25, 2026.

7. Consider paying the Regular Bills:

The Accounts Payables were presented to each Councilmember prior to the meeting. Mayor Baxter called for a motion to pay the bills.

Councilman Kerby made a motion to pay the bills. Councilwoman Knox seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

8. Adjournment of the Regular Council Meeting:

There being no further business, Mayor Baxter called for a motion to adjourn the meeting.

Councilman Kerby made a motion to adjourn the meeting. Vice Mayor Key seconded the motion, and the meeting adjourned at 7:11 p.m.

Yea: 6 | Nay: 0

Transcribed by: Clerk of Council

Submitted by: City Administrator

Accepted & Approved by City Council on May 7, 2026

The foregoing minutes of April 16, 2026, are true and correct and approved by the City Council on the 7th of May 2026.

ATTEST:

Mayor Dennis G. Baxter

Jennifer Scholl, Clerk of Council

Note: Section § 50-14-1 of the Official Code of the State of Georgia Annotated requires that the minutes shall, as a minimum, include a description of each motion or other proposal made, and a record of all votes. These minutes meet the minimum requirements. However, in an attempt to provide as much information as possible to the citizens, the recording clerk has included additional background data and discussion on the subjects presented to the council. The statements of individuals are not verbatim and may be summary in nature.



CITY COUNCIL

Budget & Finance Committee- Called Meeting

April 23, 2026, at 5:00 PM | City Hall | 8 W. Hwy 80 Bloomingdale, GA 31302

I. Roll Call/ Declaration of Quorum:

Council Members: Mayor Dennis G. Baxter; Vice Mayor Glenda Key; Councilman Thomas D. Greene; Councilman Rodney C. West; Councilman Jimmy Kerby; Councilman Terry W. Jones; Councilman Paula Bunton-Knox.

Staff Members: City Administrator Charles Akridge; City Clerk Jennifer Scholl; Police Chief Blair Jeffcoat; Fire Chief Ferman Tyler; Public Works Director Ernie Grizzard, Jr; Recreation Director George Foley, Jr. were all present.

II. General Discussion:

1. The proposed budget for fiscal year 2026-2027 was presented to Mayor and Council.

City Administrator Akridge provided an overview of the presented budget and individual department requests.

There were no actions taken during this meeting.

Transcribed by: Clerk of Council

Submitted by: City Administrator

Accepted & Approved by City Council on May 7, 2026

The foregoing minutes of April 23, 2026, are true and correct and approved by City Council on this 7th of May 2026.

Mayor Dennis G. Baxter

ATTEST:

Jennifer Scholl
Clerk of Council

Note: Section § 50-14-1 of the Official Code of the State of Georgia Annotated requires that the minutes shall, as a minimum, include a description of each motion or other proposal made, and a record of all votes. These minutes meet the minimum requirements. However, to provide as much information as possible to the citizens, the recording clerk has included additional background data and discussion on the subjects presented to the council. The statements of individuals are not verbatim and may be summary in nature.

OLD BUSINESS

ITEM 1

HOME OFFICE/ BUSINESS
REGULAR OCCUPATIONAL TAX
CERTIFICATE CALENDAR YEAR 2026

Application Date: 3-4-26 Check One: New Renewal Relocate Amended

Type of Business* Industrial Cleaning Business Name: Coastal Surface Prep LLC

All restaurants must submit a copy of the FOOD SERVICE PERMIT from the Health Department- any restaurant that has changed ownership must apply for a new FOOD SERVICE PERMIT through the Health Department.

Business Location 304 Adams rd. Mailing Address Same
(Street Address) (If different)

Business Telephone: 912-272-8420 Emergency Telephone: Same

Check One: Partnership Sole Owner Corporation

Name and residence address and telephone number of business owner(s):

Owner 1: <u>James B Paul</u>	Owner 2: _____
Address: <u>304 Adams rd.</u>	Address: _____
Email Address: <u>j.b.paul859@GMail.com</u>	Email Address: _____
Phone: <u>912-272-8420</u>	Phone: _____

Name of Manager or Operator: James B. Paul

*If this business requires a Georgia State License- Please **attach a copy** and include the number: _____

**NUMBER OF EMPLOYEES 2 (Use number of full-time or full-time equivalent only)

**The number of employees of the business or practitioner shall be computed on a full-time position basis or full-time position equivalent basis, provided that for the purposes of this computation an employee who works 40 hours or more weekly shall be considered a full-time employee and that the average weekly hours of employees who work less than 40hours shall be added and such sum shall be divided by 40 to produce full-time position equivalents.

Base Charge	\$ 275.00
Tax Liability for Current Year	\$ 0.00 <u>2 @ 35</u>
Regulatory Fee (If applicable)	_____
Credit Due from Prev. Year	_____
Additional Fees owed from Prev. Yr.	_____
Penalty for Current Year	_____
Total Fees Due	\$ 275.00 <u>\$ 345.00</u>

I understand that the City's sign ordinance must be followed if a sign is to be installed for the above business. SBP
Initial

Under penalty of perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct, and complete.

[Signature]
 Applicant's Signature

3-4-26
 Date

DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY

Occupation License#: _____

Issue Date: _____

Private Employer Affidavit Pursuant to O.C.G.A. §36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. §36-60-6(d):

Section 1: (Please check only one)

- A) _____ On January 1st of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees¹.

**If you select Section 1-A, please complete Section 2, and then execute below.

- B) On January 1st of the below-signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

**If you select Section 1-B, please skip Section 2, and then execute below.

Section 2:

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

Name of Private Employer

Date of Authorization

Federal Work Authorization User Identification Number

I hereby declare under the penalty of perjury that the foregoing is true and correct.

Executed on ____ day of _____, 20____, in the city of _____
and state of _____

X _____
Signature of Authorized Officer or Agent

Printed Name & Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS 31st DAY OF March, 2026

Shannon Dellinger
NOTARY PUBLIC

My Commission Expires: 11-11-28



¹To determine the number of employees for purposes of this affidavit, a business must count its total number of employees company-wide, regardless of the city, state, or country, in which they are based, working at least 35 hours a week.



Affidavit Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a(n) Occupational Tax Certificate, Alcohol License, Taxi Permit, or other public benefit (circle one) as reference in O.C.G.A. § 50-36-1, from the City of Bloomingdale, the undersigned applicant verifies one of the following with respect to my application for a public benefit.

- 1) I am a United States Citizen
- 2) I am a legal permanent resident of the United States
- 3) I am a qualified alien or non-immigrant under the Federal Immigration and National Act with an alien number issued by the Department of Homeland Security or other Federal Immigration Agency.

My alien number issued by the Department of Homeland Security or other Federal Immigration Agency is: _____

A **secure and verifiable document** must be provided with this affidavit. It should be one of the documents listed on the attached sheet and is classified as: _____

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one (1) secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Bloomingdale (city), Georgia (state).

SUBSCRIBED AND SOWN BEFORE
ME THIS 31st DAY OF
March, 20 2024

Shannon Dellinger
Notary Public
My Commission Expires 11-11-28

[Signature]
Signature of Applicant

Printed Name of Applicant _____ Date of Birth _____



NOTE: IF YOU ARE A UNITED STATES CITIZEN, THIS FORM WILL BE FORWARDED FOR THE RENEWALS ONCE IT IS COMPLETED WITH THE INITIAL APPLICATION.

City of Bloomingdale

Post Office Box 216
Bloomingdale, Georgia 31302

Dear Business Owner:

Enclosed you will find information related to obtaining an Occupational Tax Certificate. You should report **only full-time and/or full-time equivalent employees** when completing your Occupational Tax Certificate Application. To determine full-time equivalent employees, you should add the average weekly hours of employees who work less than 40 hours and divide by 40 to determine the full-time position equivalents.

The tax liability schedule for is as follows:

Number of Employees	Tax Liability
	\$ 275.00 Base Charge
1-6 Employees	\$35.00 Per Employee
7 & Over Employees	\$30.00 Per Employee

Enter the number employees for calculation: 1-6

Employees: 2 x \$ 35.00 = \$ 0.00

Additional Employees over 6: _____ x \$ 30.00 = \$ 0.00

Total Tax Liability Due: \$ 275.00

PLEASE READ THIS SECTION VERY CAREFULLY AND FOLLOW THE INSTRUCTIONS TO DETERMINE YOUR ANNUAL FEES:

We have attempted to make the Occupational License Application process as simple as possible. However, to comply with the state law, we are required to allow the business owners to review their previous year's application to determine if the number of employees listed reflects the correct number of employees who worked during the calendar year. Attached to this letter is a copy of your Application for Occupational Tax Certificate for the previous calendar year. Please review this form to see if the number of employees you reported for that year was correct, then complete your current application as follows:

If the number of employees reported the previous year was correct: Please initial the "Number of Employees" section when completing the renewal application for the current year and return your application packet and fees to City Hall for processing.

If the number of employees reported the previous year was incorrect: Contact City Hall before completing the Tax Liability portion of your Renewal Application for Occupational License and we will assist you in determining your tax liability for the current year.

The completed forms, administrative fees, and tax liability must be received at the Bloomingdale City Hall on or before **January 31st** to avoid late penalties.

If you should have any questions about the process for obtaining your Occupational License, please contact the City Hall: (912) 748-0970.

NEW BUSINESS

ITEM 1

AGREEMENT

This AGREEMENT (this "Agreement") is made and entered into as of April __, 2026 (the "Effective Date"), between the City of Bloomingdale. ("City") and Peachtree Entertainment, LLC, a Delaware limited liability company ("Promoter"). City and Promoter are each a "Party" and collectively the "Parties."

WHEREAS, Promoter is engaged in the business of organizing, promoting, arranging, conducting, hosting, and licensing festivals, including but not limited to Rock the Country (the "Festival"), which Promoter plans to conduct at Ottawa Farms (the Premises).

WHEREAS, City shall provide sanitation pick-up and police and fire equipment for public safety purposes; and

WHEREAS Promoter and City understand and agree that City is not a party to or agent of this business venture (Festival) of the Promoter. The Promoter is completely independent and separate from the City and the Promoter is the only entity organizing and conducting the Festival; and

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

1. Services to be provided by Peachtree Entertainment, LLC (Rock The Country). The following services shall be the sole responsibility and expense of the Promoter:
 - 1.0 Set-up, including procuring all necessary licenses and permits for the festival (Including Alcohol Licensing).
 - 1.1 Liability Insurance (Additionally Insured) for Ottawa Farms and for the City of Bloomingdale. (\$1,000,000 Each Occurrence/\$5,000,000 Each Occurrence Excess Liability/\$1,000,000 Liquor Liability).
 - 1.2 Providing all additional lighting and/or generators to power the lighting in and around the grounds of the Premises.
 - 1.3 Complementary Tent with 30 access passes for Friday night and 30 access passes for Saturday night, plus 50 general admission passes for Friday night and 50 general admission passes for Saturday night. Also, Promoter will provide 30 AA passes for each night for the Mayor, City Council, and Charter Officers of the City. Additionally, Promoter will provide 55 parking passes for each night. The access passes and parking passes shall be delivered to the City no later than May 1, 2026.
 - 1.4 Law enforcement personnel, said personnel must be approved by the City. Personnel are for use at the festival, City owned roads and streets, and any parking facilities. Promoter agrees to pay the cost of the personnel and the cost of the use of the emergency equipment. The number of personnel, rate of pay for the personnel, and the equipment rate is listed on Exhibit "A", a spreadsheet. Exhibit "A" is hereby incorporated herein and made a part of this agreement. Also, Promoter shall pay the personnel directly and pay the City for the use of the emergency equipment.
 - 1.5 Law enforcement personnel for state owned public roadway intersections by contracting with the Georgia State Patrol.
 - 1.6 EMS personnel and ambulances for the festival which must be approved by the City.

- 1.7 Airconditioned Medical tent for the festival.
 - 1.8 Fire Department personnel / Fire Inspections, said personnel must be approved by the City. Personnel are for use at the festival. Promoter agrees to pay the cost of the personnel and the cost of the use of the emergency equipment. The number of personnel, rate of pay for the personnel, and the equipment rate is listed on Exhibit "B" a spreadsheet. Exhibit "A" is hereby incorporated herein and made a part of this agreement. Also, Promoter shall pay the personnel directly and pay the City for the use of the emergency equipment.
 - 1.9 Private security personnel.
 - 1.10 Coordination with the City of Bloomingdale for traffic planning and emergency/safety operations.
 - 1.11 Parking personnel.
 - 1.12 All traffic signage related to the festival, coordination with the City of Bloomingdale.
 - 1.13 Labor for the Festival.
 - 1.14 Clean-up so that the Premises is restored to its original cleanliness.
 - 1.15 Trash dumpsters and disposal of trash through the City services.
 - 1.16 Toilets (Porta Potties). Cannot use Bloomingdale Manholes to dispose of any waste.
 - 1.17 Move-In and Move-Out.
 - 1.18 Administrative fee to the City in the amount of \$2,500.00.
 - 1.19 Legal fees to be paid to J. Raymond Dickey, Attorney at Law, in the amount of \$2,500.00 for representation of the City.
 - 1.20 Obtain all necessary approvals from the State Fire Marshal's Office.
2. Services to be provided by City. The City will provide trash dumpsters and other trash collection containers through its contractor. Promoter shall pay for those services and be responsible for placement of the collection containers at the Premises. The City shall provide police and fire emergency equipment as indicated on Exhibit A and Exhibit B. Promoter shall be responsible for the cost of the use of the equipment as listed on Exhibit A and Exhibit B.
3. Recording Rights/Photography.
- 3.0 Use of City Name and Mark/Photography. Promoter may use City's name and/or logo in materials or media used to announce or promote the Festival with City's prior written consent, provided that Promoter makes at least one (1) co-branded promotional social media post on Instagram, Facebook, Twitter, and any other social media outlets that Promoter uses. Promoter shall have the right to enter upon and be in and around the Premises for the purpose of taking photographs/videography in connection with the Premises ("Photography"). City acknowledges that Promoter owns all rights in and to the photographs/video/media derived from the Photography. Promoter agrees not to use the likeness of the City or any principal officer of City without express written consent from said party. Promoter shall have the right to use the Photography throughout the universe, in perpetuity, in any manner and in any media, whether now known or later developed, as Promoter may desire. Without limiting the generality of the preceding sentences, Promoter may use the photographs derived from the Photography in connection with all advertising, publicity, and marketing

of Promoter, the photographs/videos and/or the festival. Promoter agrees to grant City a non-exclusive, perpetual license to use any Photography selected by City, at no charge, for promotional purposes, provided that Promoter owns the copyright to said Photography.

- 3.1 Recordings. The following terms and conditions shall apply to the recording of the festival (“Recording”): Promoter shall have the right to enter upon and be in and around the Premises for the purpose of filming and making video and/or audio/video Recordings of the Festival. City acknowledges that as between it and Promoter, Promoter owns all rights in and to the Recordings. Promoter shall have the right to use the Recording throughout the universe, in perpetuity, in any manner and in any media, whether now known or later developed, as Promoter may desire. Without limiting the generality of the preceding, Promoter may use the Recording in connection with all advertising, publicity, and marketing of Promoter, the Recording and/or the festival. Promoter represents, warrants, and covenants that no disparaging remarks, comments, or actions about or toward City or its related companies, successors, assigns, parent, partners, and its officers, directors, agents, representatives, or employees shall be used in connection with the Festival and/or the Recording. Promoter agrees to grant City a non- exclusive, perpetual license to use any Recordings selected by City, at no charge, for promotional purposes, provided that Promoter owns the copyright to said Recordings.

4. Permits and Permissions.

- 4.0 General. Promoter shall be responsible for obtaining all necessary permits and licenses in connection with the festival at its sole cost and expense. Promoter shall ensure that all vendors related to or associated with the Festival shall obtain the necessary business license and permits. Promoter’s acquisition of all required permits and licenses is a condition precedent to all of City’s obligations under this Agreement; provided, however, that if a governmental authority refuses to provide Promoter a permit that, in turn, prohibits Promoter from operating the Festival as contemplated by this Agreement, then in that event, the festival shall be terminated until the proper approval is obtained. City agrees to refund Promoter the License Fee paid as of the date of the governmental authority’s rejection of the permit.
- 4.1 Copyright Licenses and Intellectual Property. In furtherance of Promoter’s obligations under this Section, Promoter shall procure and obtain, at its sole cost and expense, any and all required permits, licenses, and/or other permissions that are in any way connected with or related to the Festival that are necessary to comply with the Copyright Act of 1976, as amended, and the Trademark Act of 1946, as amended, which are collectively referred to as “IP Law.” Promoter shall indemnify, defend, and hold harmless City and any affiliated entities, and their respective employees, officers, directors, managers, shareholders, owners, members, agents, successors, and assigns, jointly and severally, from and against any and all claims, allegations, liabilities, losses, damages, expenses, costs, and

attorneys' fees, and to satisfy all judgments and decrees resulting from any claim, demand, suit, action, cause of action, or proceeding in any way connected with or related to an allegation that there has been a violation or infringement of IP Law in connection with or related to the Festival.

5. Promoter's Policies. Promoter may, as promoter/sponsor of the festival, impose its policies (including conditions and limitations) relating to admission and conduct of the festival; provided such policies are lawful and not in conflict with operational requirements of City.
6. Representations and Warranties of Parties. Each Party represents and warrants that:
 - 6.0 It has the right and power to execute this Agreement and perform as indicated herein without violation of any other agreements, whether written or oral, which would prohibit it from performing its obligations under this Agreement; and
 - 6.1 Its entry into this Agreement will not infringe upon any rights of any third parties or cause a breach of any other agreements to which it is a party; and
 - 6.2 Promoter shall ensure that any copyrighted material to be performed in connection with the festival has been duly authorized and licensed by the owners of such copyright or the owner's authorized representative. Promoter shall, upon the reasonable request of City, show reasonable proof of authorization to perform copyrighted material.
7. Indemnification.
 - 7.0 Indemnification by Promoter. Promoter agrees to fully and unconditionally release, indemnify, defend, and hold harmless City (including but not limited to, City's owners, employees, officers, directors, shareholders, agents, contractors, sub-contractors, representatives, and designees) from any and all claims by any person, party, guest, invitee, company, or governmental entity (including but not limited to Promoter's own employees, officers, directors, shareholders, agents, contractors, sub-contractors, representatives and designees) pertaining to the Festival or the Premises, for any and all legal or equitable claims or causes of action arising from Promoter's use of the Premises or its promotion or operation of the Festival, including but not limited to: personal or physical injury, death, any intentional or negligent tortious or criminal acts, any property loss, damage or theft, or any other losses, damages, charges or expenses which arise out of or are in connection with the Festival or use of the Premises, including any claims made pertaining to any alleged unsafe or defective condition or design of the Premises, including but not limited to its field(s), wooded areas, lakes, lagoons, waterways, or other bodies of water, and its physical structures, buildings, parking lots, roadways, sidewalks, vehicular, or pedestrian trails or paths.
 - 7.1 Limited Indemnification by City. Notwithstanding the release given by Promoter in this Agreement, City agrees to indemnify Promoter and its employees, officers,

directors, shareholders, agents, and representatives from any and all claims for personal injury that are caused by the negligent acts or omissions of City, or its employees, officers, directors, or agents, or in connection with any breach by City of any agreement, representation, or warranty made by City under this Agreement.

7.2 Promoter will provide the City with a certificate of insurance (COI) before arrival. Listing The City of Bloomingdale as “additionally insured”.

8. Default. In the event that Promoter defaults in the payment of any cost, fee, or other monies required by the Agreement when due, and Promoter fails to cure said default within Fourteen (14) days after receipt of written notice thereof from City; or if Promoter defaults in any other obligation under the Agreement and Promoter fails to cure said default within Fourteen (14) days after receipt of written notice thereof from City; or if Promoter is adjudicated bankrupt; City, at its option, may at once, or at any time during the continuance of such default or condition, terminate the Agreement by written notice to Promoter; whereupon the Agreement shall end and/or file civil litigation to recover any amounts owed to the City.

9. Force Majeure.

9.0 If the Festival is canceled due to a Force Majeure Event (as defined below) then: (i) neither party shall be in breach of its obligations by reason of such cancellation, and (ii) both Parties shall use reasonable efforts to reschedule the festival at a mutually agreeable new date. In the event that the festival is not able to be rescheduled because of a Force Majeure Event, then Promoter shall receive a full refund including but not limited to the Escrowed Funds, less any reasonable restoration work required, as determined in good faith by the City, in which event the Escrowed Funds will be utilized for such restoration.

9.1 “Force Majeure Event” shall mean an act of God; fire; industry strike or other acute labor dispute; war or threat of war; act of public enemy; act of terrorism or threats thereof; riot or civil commotion; national state of emergency; enactment, rule, order, or act of any government or governmental instrumentality that makes the performance of the festival impossible. Inclement weather shall not be deemed a Force Majeure Festival and Promoter assumes all risks of weather conditions prohibiting performance of all or any part of the festival; provided, however, that should such weather conditions be severe or threatening enough to threaten public safety, then such weather conditions shall be deemed a Force Majeure Event hereunder. Notwithstanding anything herein to the contrary, a dispute between Promoter and one or more of its vendors regarding the payment of any consideration from Promoter to said vendor(s) and/or the vendor’s failure to provide any and all services to Promoter pursuant to any contract or agreement between Promoter and said vendor(s) as a result of said dispute shall not be deemed a Force Majeure Event.

10. Miscellaneous.

- 10.0 Assignments. Promoter shall not assign this Agreement to any person or business entity without the prior written consent of City nor suffer any use of the Premises other than those permitted by this Agreement. For purposes of this Agreement, “assign” includes, but is not limited to, any transaction that results in a change of control of Promoter, a change in more than 50% of Promoter’s ownership, or the sale of substantially all of Promoter’s assets.
- 10.1 Settlement will take place 15 days post May 30, 2026.
- 10.2 Waiver and Modification. No waiver by either Party of any breach of any term, covenant, or condition of this Agreement nor the failure of either Party to seek redress for violation of or to insist upon strict performance of any term, covenant or condition shall be considered to be a waiver of such term, covenant, condition or provision or a waiver of either Party’s rights in the event of any subsequent breach. No provision of this Agreement shall be deemed to be waived or modified by either party unless such waiver or modification is made in a written instrument signed by both parties.
- 10.3 Applicable Laws and Regulations. Promoter shall comply with the requirements of all statutes, laws, ordinances, or regulations of any governmental agency which may be applicable, including any noise abatement and/or curfew rules. Promoter shall obtain any and all required permits and licenses and shall be responsible for payment of any taxes which may be imposed as set forth herein.
- 10.4 Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein. There are no agreements, representations, warranties, or covenants other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.
- 10.5 Invalid or Unenforceable Provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted or modified by a court of competent jurisdiction in such a way as to make it valid and enforceable.
- 10.6 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Party. Further, time shall be of essence for this agreement.
- 10.7 Dispute Resolution. Any controversy, dispute, or claim of whatever nature arising out of or related to the interpretation, performance, or breach of this

If to City: City of Bloomingdale
 P.O Box 216
 Bloomingdale, GA 31302

Any notice or other communication shall be deemed delivered when received, provided that the sender has confirmation of receipt. If sent by prepaid overnight courier service, such notices or other communications shall be deemed delivered upon delivery or refusal to accept delivery as indicated on the return receipt. Either party may change its address at any time by written notice to the other party as set forth above.

11. Compliance with Laws. Each party shall be responsible for compliance with all federal, state, and local laws applicable to such party's activities in connection with this Agreement.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have caused these present to be signed in person, the day and year first above written, acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein, and have the power to execute this Venue License Agreement as an agent for the designated person or entity:

City of Bloomingdale, Georgia

Peachtree Entertainment, LLC:

By: _____
SIGNATURE

By: 
SIGNATURE

PRINT NAME

Michael McBrayer

PRINT NAME

TITLE

Director of Government Relations

TITLE

21	Patrol Officer	4	1300hrs - 0100hrs	Assist venue security when needed	Front of stage "Pitt"	\$75.00/hr	48hrs-\$3,600	
22	Patrol Officer	4	1300hrs - 0100hrs	Assist venue security when needed	"Shute"	\$75.00/hr	48hrs-\$3,600	
23	Patrol Officer	10	1300hrs - 0100hrs	Patrol General Admission area & assist venue security when needed	General Admission Zone	\$75.00/hr	120hours-\$9,000	
24	Patrol Officer	4	1300hrs - 0100hrs	Patrol General Admission area & assist venue security when needed	GA+ Zone	\$75.00/hr	48hours-\$3,600	
25	Patrol Officer	4	1300hrs - 0100hrs	Tent, assist venue security when needed	VIP Zone	\$75.00/hr	36hrs-\$2,700	
26	Patrol Officer	4	1300hrs - 0100hrs	Patrol Fan Zone, assist venue security if needed	Fan Zone	\$75.00/hr	48hrs-\$3,600	
27	Patrol Officer w/ vehicle	4	0900 - 0100hrs	parking area patrols	Parking lots	\$75.00/hr	64 hours-\$4,800	
28	Patrol Officer w/ vehicle	2	1100-2400hrs	First Responder area	Parking lots	\$75.00/hr	26 hours-\$1,950	
29	Command Staff	6	1100-0100hrs	Command	Footprint	\$75.00/hr	84 hours-\$6,300	
							EST. 654 hrs	EST. \$49,050 Day2
								50 Officers
LIN	Date: May 31 Sunday	Load Out						
	Resource Requested	Quantity Requested	Times	Assignment	Post	Per Hour Rate Total	Notes	
30	Patrol Officer w/ vehicle	1	0600hrs - 1200hrs	standby law enforcement response and rapid intervention capability	Event Campground	\$75.00/hr	6hrs-\$450	
31	Patrol Officer w/ vehicle	1	0800hrs - 1200hrs	Weapons Return	Weapon return site	\$75.00/hr	4hrs. \$300	
32	Sams Club	Burgers/Dogs	Water etc.	EST. \$620			EST. 10 hrs	EST. \$750.00
33	Sunbelt Rentals	8	Utility Vehicle	EST. \$3,150				
34	Patrol Vehicles	9		patrols	turn arounds/ parking areas/ gat.	\$16.10/hr	202 hrs	\$3,252.00

Event
Show Dates
Location

ROCK THE COUNTRY - Bloomingdale
MAY 28 - 31
Ottawa Farms

FIRE REQUEST

LIN	Date: May 28 Thursday		RV Check In	Quantity Requested	Times	Assignment	Post	Per Hour Rate	Total	Notes
	Resource Requested	Quantity Requested								
30	Fire Personnel w/ ATV & Apparatus	2		0700hrs-1500hrs	Respond to fire/medical emergencies in campground	Camping check-in / early coverage	\$75.00/hr.	\$1,200.00 (8 hours/2upl)		
31	Fire Personnel w/ ATV & Apparatus	2		1500hrs - 2300hrs	Respond to fire/medical emergencies on site	Camping Coverage	\$75.00/hr.	\$1,200.00 (8 hours/2upl)		
32	Fire Personnel w/ ATV & Apparatus	2		2300hrs-0500hrs	Respond to fire/medical emergencies in campground	Overnight RV/camping coverage	\$75.00/hr.	\$900.00 (6hours/2upl)	FEMA 2025 Equipment 8085	
33	ATV	1		0700hrs-0500hrs	Response Vehicle		\$30.09/hr.	\$61.96 (2hours)		
Daily Cost									\$3,961.00	

LIN	Date: May 29 Friday		Day 1 of Show	Quantity Requested	Times	Assignment	Post	Per Hour Rate	Total	Notes
	Resource Requested	Quantity Requested								
34	Fire Personnel w/ ATV & Apparatus	4		0500hrs-1500hrs	Respond to fire/medical emergencies in campground	Camping check-in / parking	\$75.00/hr.	\$3,000.00 (10hours)		1st shift - 2 - 2 men crews
35	Response Personnel	4		1100hrs-2100hrs	Respond to fire/medical emergencies in parking	Transition / parking / peak build	\$75.00/hr.	\$3,000.00 (10hours)		2nd shift - 2 - 2 men crews
36	Fire Personnel w/ ATV & Apparatus	8		1300hrs-2300hrs	Festival & Pyro Stand By	Festival Footprint	\$75.00/hr.	\$6,000.00 (10hours)		3rd shift - 4 - 2 men crews
37	Response Personnel	2		2300hrs-0500hrs	Respond to fire/medical emergencies in campground	Overnight RV/camping coverage	\$75.00/hr.	\$900.00 (6hours/2upl)		4th shift - 1 - 2 men crew
38	Command Personnel	6		0900hrs-0100hrs	Respond to fire/medical emergencies on site	Command Staffing	\$75.00/hr.	\$4,500.00 (10hours)		
39	ATV	2		0500hrs-0500hrs	Response Vehicle		\$30.09/hr.	\$1,444.32 (24hours)		FEMA 2025 Equipment 8085
40	Apparatus	1		0500hrs-0500hrs	Response Vehicle		\$99.79/hr.	\$2,394.96 (24hours)		FEMA 2025 Equipment 8690
Daily Cost									\$23,998.28	

LIN	Date: May 30 Saturday		Day 2 of Show	Quantity Requested	Times	Assignment	Post	Per Hour Rate	Total	Notes
	Resource Requested	Quantity Requested								
42	Fire Personnel w/ ATV & Apparatus	4		0500hrs-1500hrs	Respond to fire/medical emergencies in campground	Camping check-in / parking	\$75.00/hr.	\$3,000.00 (10hours)		1st shift - 2 - 2 men crews
43	Response Personnel	4		1100hrs-2100hrs	Respond to fire/medical emergencies in parking	Transition / parking / peak build	\$75.00/hr.	\$3,000.00 (10hours)		2nd shift - 2 - 2 men crews
44	Fire Personnel w/ ATV & Apparatus	8		1300hrs-2300hrs	Festival & Pyro Stand By	Festival Footprint	\$75.00/hr.	\$6,000.00 (10hours)		3rd shift - 4 - 2 men crews
45	Response Personnel	2		2300hrs-0500hrs	Respond to fire/medical emergencies in campground	Overnight RV/camping coverage	\$75.00/hr.	\$900.00 (6hours/2upl)		4th shift - 1 - 2 men crew
46	Command Personnel	6		0900hrs-0100hrs	Respond to fire/medical emergencies on site	Command Staffing	\$75.00/hr.	\$4,500.00 (10hours)		
47	ATV	2		0500hrs-0500hrs	Response Vehicle		\$30.09/hr.	\$1,444.32 (24hours)		FEMA 2025 Equipment 8085
48	Apparatus	1		0500hrs-0500hrs	Response Vehicle		\$99.79/hr.	\$2,394.96 (24hours)		FEMA 2025 Equipment 8690
Daily Cost									\$23,998.28	

Date: May 31 Sunday		Tear-down								
LIN	Resource Requested	Quantity Requested	Times	Assignment	Post	Per Hour Rate	Total	Notes		
50	Fire Personnel w/ ATV	2	0500hrs - 1200hrs	Respond to fire/medical emergencies in campground	RV Check In area	\$75.00/hr.	\$1,050.00 (7hours2,pp)			
51	Fire Suppression Team w/ Apparatus	2	0500hrs - 1200hrs	Respond to fire/medical emergencies on site	RV Check In area	\$75.00/hr.	\$1,050.00 (7hours2,pp)			
52	ATV	1	0500hrs-1200hrs	Response Vehicle		\$30.09/hr.	\$210.63 (7hours)	FEIMA 2025 Equipment 8085		
53	Apparatus	1	0500hrs-1200hrs	Response Vehicle		\$89.79/hr.	\$696.53 (7hours)	FEIMA 2025 Equipment 8690		
							Daily Cost	\$3,658.56		

NEW BUSINESS

ITEM 2

AGREEMENT

This LICENSE/RENTAL AGREEMENT (this "Agreement") is made and entered into as of April __, 2026 (the "Effective Date"), between the City of Bloomingdale. ("City") and Peachtree Entertainment, LLC, a Delaware limited liability company ("Licensee"). City and Licensee are each a "Party" and collectively the "Parties."

WHEREAS, Licensee is engaged in the business of organizing, promoting, arranging, conducting, hosting, and licensing festivals, including but not limited to Rock the Country (the "Festival"), which Licensee plans to park/gain access to Ottawa Farms using Taylor Park; and

WHEREAS, City owns a certain tract of land (Taylor Park) located at 1824 Pine Barren Road Bloomingdale, GA. 31302 (the "Property"); and

WHEREAS Licensee wishes to utilize certain parts of the Property (Approximately 17 Acres) to park, stage emergency vehicles, create a landing zone for emergency helicopter, create lanes for Ingress/Egress between the Property and Taylor Park for emergency access and manage the festival;

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

1. Grant of License. Beginning on the Move-In Date (as defined below) and ending on the Move-Out Date (as defined below), City hereby grants Licensee a limited license for the full use of the Property for the purpose of parking vehicles, staging emergency vehicles, creating a landing zone for an emergency helicopter, creating lanes for Ingress/Egress between the Festival and Taylor Park for emergency access and management of the festival. However, the Ingress and Egress shall only be used for emergencies and emergency equipment. The Ingress and Egress shall not be used as access points for traffic going to or leaving the Property other than in the event of an emergency. Licensee may not use the ball fields located on the Property for any purpose.

Fees. As consideration for the limited use of the Property and the full rights and services granted herewith, Licensee shall pay City the following fees:

\$10,000 Base Rent for Taylor Park
\$300 Special Event Permit Fee

Settlement will take place 15 days post May 30, 2026.

2. Care of Property. Licensee shall use and occupy the Property solely for the purposes set forth herein, and in a safe and careful manner. Licensee shall not take any action that will materially mar, deface, or injure any part of the Property, normal wear and tear excepted. Licensee and City shall conduct an inspection of the Property prior to the Move-In Date (as defined below) and immediately following the Move-Out Date (as defined below). The Licensee accepts the Property "as is" and hereby assumes complete responsibility for the safety, maintenance, and cleaning of the Property during the time Licensee is in

possession of the Property. If any portion of the Property is damaged during the time in which Licensee is in possession of the Property by the act or negligence of the Licensee, or of the Licensee's agents, employees, patrons, guests, or any person admitted to the Property by Licensee, the Licensee shall pay City that sum of money necessary to reasonably restore the Property and equipment to the condition it was in at the time of the original inspection prior to the Festival.

3. Exclusivity/Creative Control of Property.

3.0 Exclusive Rights to the Property. Between the Move-In Date and the Move-Out Date, City grants to Licensee an limited license to use the Property; provided, however, that City may use or occupy or allow other individuals or entities to use or occupy any portion of the Property not being used by Licensee at the time of the Festival so long as such use or occupancy does not impact the Festival. For purposes of this Agreement, the "Move-In Date" shall be Five (5) days prior to May 29, 2026, and the "Move-Out Date" shall be Two (2) days after the May 30, 2026, unless mutually agreed in writing by the Parties. (This would be for access and additional lighting, if needed).

4. Services to be Provided by Peachtree Entertainment, LLC (Rock The Country). The following services shall be the sole responsibility and expense of the Licensee:

- 4.0 Liability Insurance (Additionally Insured) for the City of Bloomingdale. (\$1,000,000 Each Occurrence/\$5,000,000 Each Occurrence Excess Liability/\$1,000,000 Liquor Liability).
- 4.1 Providing all additional lighting and/or generators to power the lighting in and around the grounds of the Property.
- 4.2 Taylor Park Rental (\$10,000). Note: City will allow a minimum of 2 lanes of access for ingress and egress. Licensee shall construct culverts according to the City's specifications for access to the Festival. Licensee shall be responsible for clearing the access between the Property and the Festival in order to allow ambulances, fire trucks, and tour buses to safely navigate the access. (No camping allowed on the Property)
- 4.3 Law enforcement personnel for any parking facilities and main public roadway intersections.
- 4.4 Parking personnel.
- 4.5 All traffic signage related to parking, coordination with the City of Bloomingdale.
- 4.6 Clean-up so that the Property is restored to its original cleanliness.
- 4.7 Trash dumpsters and disposal of trash.
- 4.8 Move-In and Move-Out.

5. Services to be provided by City. The City further agrees that all City streets will be provided in a safe and passable condition as of the Move-In Date and that the Property is maintained and grass cut to a safe and reasonable height from the Move-In Date through the Move-Out Date. City will not make any significant changes to the Property prior to the Move in Date that would materially interfere with Licensee's ability to use the

Property without the prior specific written approval of Licensee in each instance, which will not be unreasonably withheld.

6. Recording Rights/Photography.

6.0 Use of City Name and Mark/Photography. Licensee may use City's name and/or logo in materials or media used to announce or promote the Festival with City's prior written consent, provided that Licensee makes at least one (1) co-branded promotional social media post on Instagram, Facebook, Twitter, and any other social media outlets that Licensee uses. Licensee shall have the right to enter upon and be in and around the Property for the purpose of taking photographs/videography in connection with the Property ("Photography") with advance notice to and consent of City. City acknowledges that Licensee owns all rights in and to the photographs/video/media derived from the Photography. Licensee agrees not to use the likeness of the City or any principal officer of City without express written consent from said party. Licensee shall have the right to use the Photography throughout the universe, in perpetuity, in any manner and in any media, whether now known or later developed, as Licensee may desire. Without limiting the generality of the preceding sentences, Licensee may use the photographs derived from the Photography in connection with all advertising, publicity, and marketing of Licensee, the photographs/videos and/or the festival. Licensee agrees to grant City a non-exclusive, perpetual license to use any Photography selected by City, at no charge, for promotional purposes, provided that Licensee owns the copyright to said Photography.

6.1 Recordings. The following terms and conditions shall apply to the recording of the festival ("Recording"): Licensee shall have the right to enter upon and be in and around the Property for the purpose of filming and making video and/or audio/video Recordings of the Festival. City acknowledges that as between it and Licensee, Licensee owns all rights in and to the Recordings. Licensee shall have the right to use the Recording throughout the universe, in perpetuity, in any manner and in any media, whether now known or later developed, as Licensee may desire. Without limiting the generality of the preceding, Licensee may use the Recording in connection with all advertising, publicity, and marketing of Licensee, the Recording and/or the festival. Licensee represents, warrants, and covenants that no disparaging remarks, comments, or actions about or toward City, Property, or their related companies, successors, assigns, parent, partners, and their officers, directors, agents, representatives, or employees shall be used in connection with the Festival and/or the Recording. Licensee agrees to grant City a non-exclusive, perpetual license to use any Recordings selected by City, at no charge, for promotional purposes, provided that Licensee owns the copyright to said Recordings.

7. Use and Condition of Property.

- 7.0 Supervision by City. City shall have the right to reasonably monitor all operations of Licensee at the Property in order to ensure that the Property is not subjected to risk of damage. City reserves the right to preclude any act or use of equipment by Licensee when, in the reasonable opinion of City, such action is required to protect persons, property, and/or the Property from exposure to risk of serious bodily harm or death. City shall also have the right to reasonably supervise use of the Property by Licensee to assure that the use of the Property will not interfere with City's future use thereof.
- 7.1 Signage, Advertising and Promotional Material. Licensee may post or exhibit or permit the posting or exhibition of signs, advertisements, billboards, lithographies, poster, or banners on or about the Property promoting the festival. Licensee shall remove all signage after the festival has been concluded, but in no event after the Move-Out Date.
- 7.2 Lost or Checked Articles. City agrees that Licensee shall have the sole right and responsibility to collect and have custody of all legal articles left, lost, or checked in by persons entering the Property during the rental period. No other person shall collect or interfere with the collection or custody of such articles and Licensee shall take possession of any articles collected.
- 7.3 Licensee's Policies. Licensee may, as promoter/sponsor of the festival, impose its policies (including conditions and limitations) relating to admission and conduct of the festival; provided such policies are lawful and not in conflict with ordinances, policies, and operational requirements of City.
8. Representations and Warranties of Parties. Each Party represents and warrants that:
- 8.0 It has the right and power to execute this Agreement and perform as indicated herein without violation of any other agreements, whether written or oral, which would prohibit it from performing its obligations under this Agreement; and
- 8.1 Its entry into this Agreement will not infringe upon any rights of any third parties or cause a breach of any other agreements to which it is a party; and
9. Indemnification.
- 9.0 Indemnification by Licensee. Licensee agrees to fully and unconditionally release, indemnify, defend, and hold harmless City (including but not limited to, City's owners, employees, officers, directors, shareholders, agents, contractors, sub-contractors, representatives, and designees) from any and all claims by any person, party, guest, invitee, company, or governmental entity (including but not limited to Licensee's own employees, officers, directors, shareholders, agents, contractors, sub-contractors, representatives and designees) pertaining to the Festival or the Property, for any and all legal or equitable claims or causes of action arising from Licensee's use of the Property or its promotion or operation of

the Festival, including but not limited to: personal or physical injury, death, any intentional or negligent tortious or criminal acts, any property loss, damage or theft, or any other losses, damages, charges or expenses which arise out of or are in connection with the Festival or use of the Property, including any claims made pertaining to any alleged unsafe or defective condition or design of the Property, including but not limited to its field(s), wooded areas, lakes, lagoons, waterways, or other bodies of water, and its physical structures, buildings, parking lots, roadways, sidewalks, vehicular, or pedestrian trails or paths.

9.1 Limited Indemnification by City. Notwithstanding the release given by Licensee in this Agreement, City agrees to indemnify Licensee and its employees, officers, directors, shareholders, agents, and representatives from any and all claims for personal injury that are caused by the negligent acts or omissions of City, or its employees, officers, directors, or agents, or in connection with any breach by City of any agreement, representation, or warranty made by City under this Agreement.

9.2 Licensee will provide the City with a certificate of insurance (COI) before arrival / "load-in" listing the City of Bloomingdale, Georgia as "additionally insured".

10. Default. In the event that Licensee defaults in the payment of any cost, fee, or other monies required by the Agreement when due, and Licensee fails to cure said default within Fourteen (14) days after receipt of written notice thereof from City; or if Licensee defaults in any other obligation under the Agreement and Licensee fails to cure said default within Fourteen (14) days after receipt of written notice thereof from City; or if Licensee is adjudicated bankrupt; City, at its option, may at once, or at any time during the continuance of such default or condition, terminate the Agreement by written notice to Licensee; whereupon the Agreement shall end.

11. Force Majeure.

11.0 If the Festival is canceled due to a Force Majeure Event (as defined below) then: (i) neither party shall be in breach of its obligations by reason of such cancellation, and (ii) both Parties shall use reasonable efforts to reschedule the festival at a mutually agreeable new date. In the event that the festival is not able to be rescheduled because of a Force Majeure Event, then Licensee shall receive a full refund including but not limited to the Escrowed Funds, less any reasonable restoration work required, as determined in good faith by the City, in which event the Escrowed Funds will be utilized for such restoration.

11.1 "Force Majeure Event" shall mean an act of God; fire; industry strike or other acute labor dispute; war or threat of war; act of public enemy; act of terrorism or threats thereof; riot or civil commotion; national state of emergency; enactment, rule, order, or act of any government or governmental instrumentality that makes

the performance of the festival impossible. Inclement weather shall not be deemed a Force Majeure Festival and Licensee assumes all risks of weather conditions prohibiting performance of all or any part of the festival; provided, however, that should such weather conditions be severe or threatening enough to threaten public safety, then such weather conditions shall be deemed a Force Majeure Event hereunder. Notwithstanding anything herein to the contrary, a dispute between Licensee and one or more of its vendors regarding the payment of any consideration from Licensee to said vendor(s) and/or the vendor's failure to provide any and all services to Licensee pursuant to any contract or agreement between Licensee and said vendor(s) as a result of said dispute shall not be deemed a Force Majeure Event.

12. Gate Setup and Control for the Festival. Beginning on (3) three days prior to the start of the festival and ending (3) three days after the end of the festival ("Gate Control Period"), City grants and Licensee accepts control of the security gates at each entrance to the Property. Licensee further agrees to set up any and all temporary security gates as may be necessary. All costs and expenses related to controlling and managing access to the Property during the Gate Control Period shall be borne by the Licensee. The Licensee shall be responsible for providing adequate security in order to secure and protect the Property.

13. Miscellaneous.

13.0 Assignments. Licensee shall not assign this Agreement to any person or business entity without the prior written consent of City nor suffer any use of the Property other than those permitted by this Agreement. For purposes of this Agreement, "assign" includes, but is not limited to, any transaction that results in a change of control of Licensee, a change in more than 50% of Licensee's ownership, or the sale of substantially all of Licensee's assets.

13.1 Waiver and Modification. No waiver by either Party of any breach of any term, covenant, or condition of this Agreement nor the failure of either Party to seek redress for violation of or to insist upon strict performance of any term, covenant or condition shall be considered to be a waiver of such term, covenant, condition or provision or a waiver of either Party's rights in the event of any subsequent breach. No provision of this Agreement shall be deemed to be waived or modified by either party unless such waiver or modification is made in a written instrument signed by both parties.

13.2 Applicable Laws and Regulations. Licensee shall comply with the requirements of all statutes, laws, ordinances, or regulations of any governmental agency which may be applicable to the use of the Property by Licensee, including any noise abatement and/or curfew rules. Licensee shall obtain any and all required permits and licenses and shall be responsible for payment of any taxes which may be imposed as set forth herein.

13.3 Entire Agreement. This Agreement embodies the entire agreement and

understanding of the Parties in respect of the subject matter contained herein. There are no agreements, representations, warranties, or covenants other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

- 13.4 Invalid or Unenforceable Provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted or modified by a court of competent jurisdiction in such a way as to make it valid and enforceable.
- 13.5 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Party. Further, time shall be of essence for this agreement.
- 13.6 Dispute Resolution. Any controversy, dispute, or claim of whatever nature arising out of or related to the interpretation, performance, or breach of this Agreement, including any claim based on contract, tort, or statute, shall first be resolved through mediation by a mediator selected by the parties. In the event the parties are unable to agree on the selection of a mediator within twenty (20) days of the date of the notice initiating the mediation, then the parties will each select a mediator. The two mediators selected by the parties will then select a third mediator, and the third mediator shall serve as the mediator over any mediation initiated under this Section. If the dispute has not been resolved within sixty (60) days of the appointment of a mediator, or within ninety (90) days of the date of the notice initiating the mediation (whichever occurs sooner), then either party may submit said dispute to the Superior Court of Chatham County, GA. The prevailing party in any litigation shall be entitled to its reasonable attorneys' fees and all other costs, fees, or other expenses associated with the litigation.
- 13.7 Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. Any litigation between the Parties shall be conducted exclusively in the State Georgia in the Superior Court of Chatham County, Georgia. City and Licensee hereby consent to said jurisdiction. City and Licensee hereby waive any defense of lack of jurisdiction. Venue for any litigation relating to this Agreement shall be exclusively in the Superior Court of Chatham County, Georgia. City and Licensee agree and consent to such venue, and City and Licensee waive any defense pertaining to venue.
- 13.8 Headings. Headings and other captions in this Agreement are for convenience of reference only and shall not be used in interpreting, construing, or enforcing any

of the provisions of this Agreement.

- 13.9 Sovereign Immunity. Nothing contained in this agreement shall waive, restrict, reduce, prevent, or terminate the City's governmental right to sovereign immunity as allowed under Georgia law.
- 13.10 Third Party Rights. The Parties acknowledge and agree that the benefit of this Agreement is intended to inure only to the Parties and nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or deemed to confer any third-party beneficiary status on any person or entity who is not a Party.
- 13.11 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered either by personal service or prepaid overnight courier service and addressed, and additionally via e-mail, as follows:

If to Licensee: Peachtree Entertainment, LLC
 1234 Martin St, Suite 420
 Nashville, TN 37203
 Email: michael.mcbrayer@peachtreeent.com

If to City: City of Bloomingdale
 P.O Box 216
 Bloomingdale, GA 31302

Any notice or other communication shall be deemed delivered when received, provided that the sender has confirmation of receipt. If sent by prepaid overnight courier service, such notices or other communications shall be deemed delivered upon delivery or refusal to accept delivery as indicated on the return receipt. Either party may change its address at any time by written notice to the other party as set forth above.

14. Compliance with Laws. Each party shall be responsible for compliance with all federal, state, and local laws applicable to such party's activities in connection with this Agreement.
15. Counterparts. This Agreement may be executed in two or more counterparts, each of

which shall be deemed an original, but all of which together shall constitute one and the same agreement.


(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have caused these present to be signed in person, the day and year first above written, acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein, and have the power to execute this Venue License Agreement as an agent for the designated person or entity:

City of Bloomingdale

Peachtree Entertainment, LLC:

By: _____
SIGNATURE

By: 
SIGNATURE

PRINT NAME

Michael McBrayer
PRINT NAME

TITLE

Director of Government Relations
TITLE

NEW BUSINESS

ITEM 3

NEW BUSINESS

ITEM 4



Proposal Prepared For

City Of Bloomingdale

2026 FORD F-150

• 1FTEX1K58TKD54051

Trim SUPERCAB XL GAS 2WD

Exterior

Interior

Miles 0

Your Deal Breakdown

MSRP / Market Value	\$46,535.00
Savings	-\$3,147.00
Adjusted Selling Price	\$43,388.00
Sales Sub Total	\$43,388.00
State Taxes And Fees	\$0.00
Lemon Law	\$3.00
Final Price	\$43,391.00

Your Sales Consultant



Dave Heins
dheins@jclewis.com
(843) 732-0158

Guest Signature

Manager Signature

Any payment, based on a rate, is an estimate which is based on market averages for well qualified individuals. Individual rates may vary based on creditworthiness. Approval based on the original worksheet is required, and those rates may change. I/we hereby authorize J.C. Lewis Motor Co. and its representatives to obtain consumer credit reports and other credit information from any credit reporting agency, financial institution, or other source for the purpose of evaluating creditworthiness in connection with a potential vehicle purchase based on provided customer information.



Proposal Prepared For

City Of Bloomingdale
(913) 748-0970

2026 FORD F-150

• 1FTEX1K54TKD56430
Trim SUPERCAB XL GAS 2WD
Exterior
Interior
Miles 0

Your Deal Breakdown

MSRP / Market Value	\$47,295.00
Savings	-\$2,933.00
Adjusted Selling Price	\$44,362.00
Sales Sub Total	\$44,362.00
State Taxes And Fees	\$0.00
Lemon Law	\$3.00
Dealer Fee	\$0.00
Optional Tag and Registration	\$0.00
Title Only	\$0.00
Final Price	\$44,365.00

Guest Signature

Manager Signature

Any payment, based on a rate, is an estimate which is based on market averages for well qualified individuals. Individual rates may vary based on creditworthiness. Approval based on the original worksheet is required, and those rates may change. I/we hereby authorize J.C. Lewis Motor Co. and its representatives to obtain consumer credit reports and other credit information from any credit reporting agency, financial institution, or other source for the purpose of evaluating creditworthiness in connection with a potential vehicle purchase based on provided customer information.



Proposal Prepared For

City Of Bloomingdale
(913) 748-0970

2026 Ford F-150

• 1FTEX1K58TKD54051
Trim SUPERCAB XL GAS 2WD
Exterior
Interior
Miles 0

Your Deal Breakdown

MSRP / Market Value	\$47,155.00
Savings	-\$2,784.00
Selling Price	\$44,371.00
Sales Sub Total	\$44,371.00
State Taxes And Fees	\$0.00
Other Fees	\$3.00
Final Price	\$44,374.00

Guest Signature

Manager Signature

Any payment, based on a rate, is an estimate which is based on market averages for well qualified individuals. Individual rates may vary based on creditworthiness. Approval based on the original worksheet is required, and those rates may change. I/we hereby authorize J.C. Lewis Motor Co. and its representatives to obtain consumer credit reports and other credit information from any credit reporting agency, financial institution, or other source for the purpose of evaluating creditworthiness in connection with a potential vehicle purchase based on provided customer information.