



CITY COUNCIL MEETING & PUBLIC HEARING DECEMBER 8, 2025

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **PRESENTATIONS & PROCLAMATIONS**
 - A. **Service Recognition: City Council Member Donald F. Mitchell**
5. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 12/1/2025)**
Consideration and approval of the City Council meeting minutes from the meeting of December 1, 2025.
 - B. **Partnered Athletic Association's Annual Agreement Renewals**
Consideration and approval of the renewal of annual agreements as partnered athletic associations with the City of Alpharetta's Recreation, Parks, and Cultural Services Department: Alpharetta Ambush Youth Soccer Club, Inc., Alpharetta Youth Baseball Association, Inc., Alpharetta Youth Girls Softball Association, Inc., and North Atlanta Football League, Inc
 - C. **Financial Management Report (Month Ending October 31, 2025)**
Consideration of approval of the Financial Management Report for the month ending October 31, 2025.
6. **PUBLIC HEARING**
 - A. **Announcement of Public Hearing Procedures**
 - B. **Z-25-17 Sharma/12975 Cogburn Road**
Consideration of a rezoning to allow a 1.35-acre property to be subdivided into 2 'For-Sale' single-family detached lots. A rezoning is requested from AG (Agriculture) to R-15 (Dwelling, 'For-Sale', Residential). The property is located at 12975 Cogburn Road and is legally described as being located in Land Lot 1050, 2nd District, 2nd Section, Fulton County, Georgia.
 - C. **Z-25-16 Madewell/204 Marietta Street**
Consideration of a rezoning to allow a 1.18-acre property to be subdivided into 2 'For-Sale' single-family detached lots in the Downtown. A rezoning is requested from O-P (Office-Professional) to DT-R (Downtown Residential). The property is located at 204 Marietta Street and is legally described as being located in Land Lots 694 & 1270, 1st District, 2nd Section, Fulton County, Georgia.
 - D. **The following items have been deferred or withdrawn and will not be considered during this meeting:**
 1. **Z-25-07/CU-25-15/V-25-20 Alpharetta District Places**
DEFERRED: This item has been deferred by the applicant to the January 26, 2026 City Council Meeting and will not be considered during this meeting.
Consideration of a rezoning, conditional use, and variances to allow for 60 'Dwelling, 'For-Sale' condominium units, 60 'Dwelling, 'For-Rent' units, and approximately 35,000 square feet of retail/restaurant on 3.02 acres in the Downtown. The applicant states that the 60 'For-Rent' units will be converted to 'For-Sale' condominium units after 5 years and seeks the ability to convert 25,000 square feet of residential use to office use. A rezoning is requested from C-2 (General Commercial) to DT-C (Downtown Core) and a conditional use is requested to allow 'Dwelling, 'For-Rent'.

Variances are requested to Unified Development Code (UDC) Subsection 1.4.2 and Subsection 3.2.2 to allow utilities in a required landscape strip, Subsection 3.2.8(D) to reduce the landscape strip along Marietta Street, Subsection 3.2.8(K) to remove trees within the building setback along Marietta Street, Appendix A Subsection 2.3.3(E) to modify the Collector Street Commercial/Mixed-Use streetscape requirements for Marietta Street, and Appendix A Subsection 3.5.5 to increase the maximum building footprint. The property is located at 0 South Main Street and 131 South Main Street and is legally described as being located in Land Lot 695, 1st District, 2nd Section, Fulton County, Georgia.

2. CLUP-25-04/Z-25-13/V-25-30 PowerBuild Construction/North Main Street

DEFERRED: This request has been deferred by the applicant to the February 2, 2026 City Council meeting and will not be considered at this meeting.

Consideration of a comprehensive land use plan amendment, rezoning and variances to allow for the construction of 25 'Dwelling, 'For-Sale' Detached' homes on 4.33 acres in the Downtown. A comprehensive land use plan amendment is requested from 'Commercial' to 'Mixed Use Live Work' and a rezoning is requested from C-2 (General Commercial) and O-P (Office-Professional) to DT-LW (Downtown Live-Work). Variances are requested to Unified Development Code (UDC) Appendix A Subsection 2.3.3(G) to modify the Local Street Residential streetscape requirements, UDC Appendix A Subsection 2.4.6(C) to eliminate the 20' recess requirement for a street-facing garage, UDC Appendix A Subsection 3.7.4(B) to reduce the side separation between structures, and UDC Subsection 3.3.2(D) to reduce the impervious setback associated with a non-perennial stream buffer. The property is located at 379, 415, 479 & 487 North Main Street and is legally described as being located in Land Lots 1124, 1125, 1180 & 1181, 2nd District, 2nd Section, Fulton County, Georgia.

3. CLUP-25-05/Z-25-18/V-25-32 McKinley Homes/Morris Road

DEFERRED: This application has been deferred by Staff to the February 2, 2026 City Council meeting and will not be considered at this meeting.

Consideration of a comprehensive land use plan amendment, rezoning and variances to allow for the construction of 110 'Dwelling, 'For-Sale' Attached' condominiums on a 15-acre property, which includes 2 existing office buildings that will remain. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'Mixed Use' and a rezoning is requested from O-I (Office-Institutional) to MU (Mixed Use). A variance is requested to Unified Development Code (UDC) Subsection 2.2.20(B) to reduce the minimum lot size and reduce the minimum amount of commercial use in the MU zoning district. The property is located at 12725 & 12735 Morris Road and is legally described as being located in Land Lot 1118, 2nd District, 2nd Section, Fulton County, Georgia.

4. PH-24-16 Road Abandonment – Manning Street

WITHDRAWN: This item has been withdrawn by staff and will not be considered at this meeting.

Consideration of a request for road abandonment of Manning Street. The property is located within the Manning Street right-of-way and is legally described as being located in Land Lots 1253 & 1268, 2nd District, 2nd Section, Fulton County, Georgia.

5. Z-24-09/E-24-03/V-24-14 Wells Fargo Redevelopment/21 North Main Street

WITHDRAWN: This application has been withdrawn by the applicant and will not be considered at this meeting.

Consideration of a rezoning, parking special exception, and variance to allow a 4-story building including a rooftop restaurant on 0.714 acres in the Downtown. A rezoning is requested from C-2 (General Commercial) to DT-C (Downtown Core) and a parking special exception is requested to allow off-site parking. Variances are requested to Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 3.5.5 to increase the maximum building footprint and UDC Subsection 3.2.8(D) Landscape Strips to eliminate the landscape strip on the east and north sides of the property. The property is located at 21 North Main Street and is legally described as being located in Land Lot 1268, 2nd District, 2nd Section, Fulton County, Georgia.

7. NEW BUSINESS

A. City of Alpharetta & Johns Creek Parks Without Borders Memorandum of Understanding Renewal

Consideration for approval of the renewal of the Memorandum of Understanding with the City of Johns Creek for Parks without Borders.

B. Municipal Court Chief Judge and Associate Judge Employment Extension Agreements

Consideration of approval of Extension to Employment Agreements with Chief Municipal Court Judge David C. Will and Associate Municipal Court Judge Jamie Bendall and with authorization for the Mayor to execute all necessary documents.

C. Substitute Municipal Court Judge Employment Agreement

Consideration of approval of an Employment Agreement by and between the City of Alpharetta, Georgia and Jared Mitnick, as Substitute Municipal Court Judge and with authorization for the Mayor to execute all necessary documents.

D. Substitute Solicitor Employment Agreements

Consideration of approval of Employment Agreements by and between the City of Alpharetta, Georgia and Kianna Chennault, Kenneth Mitchell, Jr., and Thomas Elijah Francis to serve as Substitute City Solicitors.

E. Resolution: Condemnation of Parcel 1 of the Alpha Loop - Devore Road Project

Consideration and adoption of a Resolution to condemn property interest in Tax Parcel No. 12 258206960725 at 11700 Haynes Bridge Road (Parcel Owner: QuikTrip Corporation) of the Alpha Loop - Devore Road Project (Parcel No. 1); estimated just and adequate compensation: \$7,800.00 for 0.002 Acres (65.500 Square Feet) of Fee Simple Right of Way; 2,107.611 Square Feet of Temporary Construction Easement; and One (1) Driveway Easement.

F. Ordinance: Professional Bondsman Text Amendments

SECOND READING

The first reading and public hearing for this item occurred during the December 1, 2025 City Council meeting.

Consideration and adoption of an Ordinance to amend Article XII of Chapter 10 of the Code of the City of Alpharetta to amend requirements for applications for permitting, to provide for renewal applications, to amend regulations regarding the denial or revocation of a permit, to provide for requirements and procedures governing bondsmen, to provide for bond posting and forfeiture, to repeal conflicting ordinances, and for other purposes.

G. Ordinance: Insurer License Fees Text Amendments

SECOND READING

The first reading and public hearing for this item occurred during the December 1, 2025 City Council meeting.

Consideration of an Ordinance to amend Article II of Chapter 42 (Insurer License Fees) of the Code of the City of Alpharetta, Georgia; To Provide for Effective Dates; To Repeal All Ordinances in Conflict Herewith; and for Other Purposes.

H. Ordinance: Mobile Food Vendors and Pawnshops Text Amendments

SECOND READING

The first reading and public hearing for this item occurred during the December 1, 2025 City Council meeting.

Consideration of an Ordinance to amend Article X of Chapter 10, titled "Mobile Food Vendors" and Article XI of Chapter 10, titled "Pawnshops" of The Code of the City of Alpharetta, Georgia.

8. WORK SESSION

A. Power Installation: Alpha Loop

Discussion regarding power installation on the Alpha Loop for Lights on the Loop and other projects.

9. PUBLIC COMMENT

10. REPORTS

11. EXECUTIVE SESSION (IF NECESSARY)

12. ADJOURNMENT



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: December 8, 2025

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 12/1/2025)

Consideration and approval of the City Council meeting minutes from the meeting of December 1, 2025.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council meeting minutes from the meeting of December 1, 2025.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on December 1, 2025.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. CC Minutes 12.1.2025



City Council Meeting & Public Hearing

DECEMBER 1, 2025

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta City Council Meeting proceedings. Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 6:30 p.m.

2. ROLL CALL

- **Council Members**

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- Donald F. Mitchell
- John Hipes
- Fergal M. Brady
- Douglas J. DeRito

- **Staff**

- Chris Lagerbloom, City Administrator
- John Robison, Assistant City Administrator
- Molly Esswein, City Attorney
- Lauren Shapiro, City Clerk
- Adam Montgomery, Director of Information Technology
- Brad Denking, Fire Chief
- Brooke Lappin, Director of Courts
- Charlie Jewell, Director of Economic Development
- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services

- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Trent Lindgren, Chief of Police
- Deanna McKay, Public Communication & Engagement Coordinator

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: Wreaths Across America

- Mayor Gilvin presented a proclamation to the Daughters of the American Revolution Patriots of Liberty Chapter in recognition of its coordination of Wreaths Across America ceremonies in six local cemeteries.

B. Award Presentation: Georgia Recreation and Parks Association's Recreation Programming Network Distinguished Support Staff to Stacey Shirley

- Mayor Gilvin presented the Georgia Recreation and Parks Association's Recreation Programming Network Distinguished Support Staff to Stacey Shirley.

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 11/17/2025)

Consideration of approval of the City Council meeting minutes from the meeting of November 17, 2025.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the consent agenda.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).

6. PUBLIC HEARING

- City Attorney, Molly Esswein, read the public hearing procedures aloud.

A. E-25-09 Activate Games Sign Exception

Consideration of a sign exception to allow an additional wall sign for Activate Games. An exception is requested to Unified Development Code (UDC) Subsection 2.6.12(E) to allow a third wall sign. The property is located at 3020 Windward Plaza and is legally described as being located in Land Lots 1048, 1107 & 1108, 2nd District, 1st Section, Fulton County, Georgia.

- Community Development Director, Kathi Cook, came forward to present this item.
- The applicant, Tom Tyson with Signal Signs, is requesting consideration of a sign exception to allow for an additional wall sign on a commercial building for Activate

Games. The subject property is located at 3020 Windward Plaza at the southeast corner of Windward Parkway and Windward Plaza.

- Staff recommends that Mayor and Council approve E-25-09 Activate Games Sign Exception, subject to the following conditions:
 1. Wall sign location, number, sign copy area, and illumination shall be limited to the submitted sign plans prepared by Signal Signs, dated 7/9/25, as approved by Staff.
 2. Maximum wall sign area for the building shall be limited to no more than 190 square feet.
- The property is zoned CUP (Community Unit Plan) subject to the Windward Master Plan Pod 4. The property is developed with a strip shopping center (The Terraces at Windward) and two (2) out buildings, including the former CVS building. Surrounding properties are zoned CUP and subject to the Windward Master Plan. Windward Fairways office complex is located to the south and west, a two (2) story office building is located to the north, The Terraces at Windward is located to the east, and a one (1) story retail building is located to the south. The comprehensive land use plan designation of the property is 'Commercial'.
- For free-standing commercial establishments not located within a shopping center, Unified Development Code (UDC) Subsection 2.6.12(E) allows one (1) wall sign per road frontage no greater than one square foot (1 SF) of area per one linear foot (1 LF) of frontage. The building has 137' of frontage on Windward Parkway and 95' of frontage on Windward Plaza. Therefore, the building is permitted two (2) wall signs no greater than 137 square feet on Windward Parkway and 95 square feet on Windward Plaza. The existing wall signs on the Windward Parkway and Windward Plaza elevations have a sign area of 77.71 square feet for each sign. Based on the Sign Code maximum sign area allowance, there is a balance of 76.58 square feet of unused sign area. A total of 232 square feet of wall sign area is permitted; however, the applicant proposes a maximum of 190 square feet.
- The applicant requests a sign exception to allow a 3rd wall sign on the northeast elevation of a building, which is the side of the building facing the Terraces at Windward shopping center. The proposed 3rd wall sign has a sign area of 34.58, which is less than half of the unused sign area. The 3rd wall sign is proposed to be halo illuminated channel letters.
- The Citizen Participation Plan report submitted by the applicant states that adjacent property owners were contacted regarding the applicant's intent. The report states that no comments have been received.
- The Community Zoning Information Meeting was held on October 8, 2025. There were no public comments.

- The applicant, Tom Tyson and Marsha Jones, with Signal Signs, came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to deny E-25-09 Activate Games Sign Exception.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (5-1; with Council Member Hipes in opposition).

B. Ordinance: Professional Bonds Persons Text Amendments

FIRST READING

Consideration and approval of an Ordinance to amend Article XII of Chapter 10 of the Code of the City of Alpharetta to amend requirements for applications for permitting, to provide for renewal applications, to amend regulations regarding the denial or revocation of a permit, to provide for requirements and procedures governing bondsmen, to provide for bond posting and forfeiture, to repeal conflicting ordinances, and for other purposes.

- City Attorney, Molly Esswein, read the Ordinance title aloud and came forward to present this item.
- The proposed Ordinance creates a definition section, which defines "professional bondsman". It also requires a professional bondsman to be issued an annual license from the City and describes the process for obtaining a license and creates procedures for denying, suspending, and revoking a license and hearing and appeal rights of a professional bondsman.
- It prescribes requirements for how a professional bondsman shall operate and interact with the City, including submitting various agreements, forms, schedules, and monthly reporting documentation, and, it explains the process for bond forfeitures and cancellations. These amendments are proposed and support our efforts of re-opening the Alpharetta Jail.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to adopt an Ordinance to amend Article XII of Chapter 10 of the Code of the City of Alpharetta to amend requirements for applications for permitting, to provide for renewal applications, to amend regulations regarding the denial or revocation of a permit, to provide for requirements and procedures governing bondsmen, to provide for bond posting and forfeiture, to repeal conflicting ordinances, and for other purposes, and to authorize the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.

- The motion was approved unanimously (6-0).

C. Ordinance: Insurer License Fees Text Amendments

FIRST READING

Consideration of an Ordinance to amend Article II of Chapter 42 (Insurer License Fees) of the Code of the City of Alpharetta, Georgia; To Provide for Effective Dates; To Repeal All Ordinances in Conflict Herewith; and for Other Purposes.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Finance Director, Tom Harris, came forward to present this item.
- In 2025, the City Council amended Article II of Chapter 42 (Insurer License Fees) to increase the annual license fee for insurers doing business within the City. However, the required certified copy of ordinance changes was not filed with the Insurance Commissioner within the statutory deadline, and the increased Insurer License Fees as adopted on June 2, 2025 is not currently in effect, and it is necessary to adopt a new ordinance in order to file with the Insurance Commissioner.
- The proposed ordinance raises the license fee for additional business locations from \$35.00 to \$52.50, and states that the license fees imposed are due and payable beginning on January 1, 2026.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Brady offered a motion to adopt an Ordinance to amend Article II of Chapter 42 (Insurer License Fees) of the Code of the City of Alpharetta, Georgia; To Provide for Effective Dates; To Repeal All Ordinances in Conflict Herewith; and for Other Purposes, and to authorize the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

D. Ordinance: Mobile Food Vendors and Pawnshops Text Amendments

FIRST READING

Consideration of an ordinance to amend Article X of Chapter 10, titled "Mobile Food Vendors" and Article XI of Chapter 10, titled "Pawnshops" of The Code of the City of Alpharetta, Georgia.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Finance Director, Tom Harris, came forward to present this item.
- The City Council previously adopted ordinances establishing regulations for the operation of pawnshops and mobile food vendors within the City.

- The proposed ordinance, if approved, would amend the annual license fees for mobile food vendors and pawnshops from \$150.00 to \$175.00.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Brady offered a motion to adopt an Ordinance to amend Article X of Chapter 10, titled "Mobile Food Vendors" and Article XI of Chapter 10, titled "Pawnshops" of The Code of the City of Alpharetta, Georgia, and to authorize the Mayor to execute all necessary documents.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (5-0).

E. The following items have been deferred and will not be considered during this meeting.

1. MP-25-08/CU-25-13/V-25-17 Hanover Windward Park/Windward MP Pod 66

This request has been deferred by the applicant and will not be considered at the December 1, 2025 Council meeting.

Consideration of a master plan amendment, conditional use, and variances to allow 315 'Dwelling, 'For-Rent' units on 47.65 acres in the Windward Park mixed-use development. A master plan amendment is requested to the Windward Master Plan Pod 66 to add 'Dwelling, 'For-Rent', as well as other modifications to the Windward Park mixed-use development. A conditional use is requested to allow 'Dwelling, 'For-Rent'. Variances are requested to Unified Development Code (UDC) Subsection 2.7.0(b)(1) to increase the distance to/from the off-street parking to the residential unit; UDC Subsection 2.7.0(b)(4) to reduce the minimum floor area of required balconies; UDC Subsection 2.7.0(b)(6) to reduce the first floor minimum ceiling height; and UDC Subsection 2.5.1(A) to reduce the 'For-Rent' residential parking requirement. The property is located at 0 North Point Parkway and 0 Dryden Road and is legally described as being located in Land Lots 1112, 1177 & 1188, 2nd District, 2nd Section, Fulton County, Georgia.

2. PH-25-18 Hudson Park – Change of Condition

This request has been deferred by Staff and will not be considered at the December 1, 2025 City Council meeting.

Consideration of a request to change previous conditions of zoning related to the Weatherford House. The proposed change would allow for the disassembling and reassembling of the Weatherford House instead of restoration of the existing structure. The property is located at 193 Canton Street and is legally described as being located in Land Lots 1197 & 1252, 2nd District, 2nd Section, Fulton County, Georgia.

3. Z-25-10/V-25-22 Levitan/75 & 91 Roswell Street

This request has been deferred by Staff and will not be considered at the December 1, 2025 City Council meeting.

Consideration of a rezoning and variance to allow for the construction of 9 'For-Sale' single-family dwelling units, including 5 detached homes and 4 semi-detached homes, on 1.12 acres in the Downtown. A rezoning is requested from C-2 (General Commercial) to DT-C (Downtown Core) and a variance is requested to Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.3.3 to modify streetscape requirements along Roswell Street, Marietta Street and Cotton Alley. The property is located at 75 & 91 Roswell Street and is legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County, Georgia.

7. NEW BUSINESS

A. Fiscal Year 2026 HVAC Replacements

Consideration of approval to award a HVAC Replacement to AComfort for an amount of \$65,595.14 for the removal of existing HVAC equipment, purchase of new HVAC equipment, and installation of the new HVAC Equipment at the Crabapple gym and with authorization for the Mayor to execute all necessary documents.

- Public Works Director, Pete Sewczwicz, came forward to present this item.
- This request is for the replacement of a 20-ton Carrier Roof Top Unit (RTU) located at the Crabapple gym. This system is 29 years in age and will require extensive repairs/service in order to maintain the unit in a safe working condition. The typical lifespan of these units is 15 to 20 years and this one has already exceeded the expected life expectancy. Replacement of this unit will provide better energy efficiency and bring the unit up to date with the current federal environmental regulations regarding freons. This request is part of a recurring capital initiative to replace aging units at City facilities.
- The City will be utilizing on-call contractor AComfort for HVAC maintenance for the new installation of equipment. AComfort was awarded a 5-year contract on 6-16-2023 for the service and installation of existing and new equipment. In order for labor and manufacturers' warranties to remain valid, the new HVAC equipment installer should also be the one servicing the new equipment. This eliminates any questions or issues with the equipment, making any warranty claims an easier process. In order to make sure the City was receiving fair pricing for the units listed above, staff reached out to a separate HVAC vendor for pricing of installation and other add-ons needed to complete the work as quoted by Acomfort.
- The total cost includes but is not limited to the following:
 1. Refrigerant recovery for system
 2. Installation of all materials and new equipment
 3. Labor and fuel.

4. Lift rental for new equipment
 5. Fabrication and installation of new RTU platform
 6. Fabrication of new duct work transitions to tie into existing ductwork for new equipment.
- The removal and installation of new equipment will take approximately a week.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion approve the award of an HVAC Replacment to AComfort for an amount of \$65,595.14 for the removal of existing HVAC equipment, purchase of new HVAC equipment, and installation of the new HVAC Equipment at the Crabapple gym, and to authorize the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).

B. Request for Proposals (RFP) 26-101 – Design/Build: Farm House Heritage Park

Consideration of approval of the award of a contract for RFP 26-101 to Hasbun Construction, LLC for the design/build of the Farm House Heritage Park in an amount totaling \$1,898,860.00, and with authorization for the Mayor to execute all necessary documents.

- Recreation, Parks, & Cultural Services Director, Morgan Rodgers, came forward to present this item.
- The Farm House Heritage Park was one of the projects approved by the voters as part of the 2022 Parks Bond. The site of the proposed Farm House Heritage Park is considered to be the first settlement in Alpharetta. Historical documents point to a thriving commercial center between 1834–1858 and was located on an important trade route. At various times, there was a gristmill, sawmill, cotton gin, post office and general store. A dam was constructed that provided the needed power to operate the mills and cotton gin. The grist mill operated well into the 1920s and the backwater created by the dam provided a swimming hole for the local children well into the 1950s.
- Construction of the Farm House Heritage Park will assist in preserving the historic location where Alpharetta was founded and allow visitors to experience the area's pioneer history.
- The Hasbun Construction, LLC team (including Kaizen Collaborative Design, LLC as the design partner) identified several challenges associated with the Farm House property. These challenges include steep terrain, flood plain, stream buffer setbacks, and limited access/staging area. Due primarily to these conditions, an overlook park is proposed. The plan has a raised concrete boardwalk with metal piers that will provide a connection to Old Milton Parkway. The boardwalk traverses the terrain to a raised access to oversee

the Farm House Heritage Park. The boardwalk will be 12' in width and will meet ADA guidelines; the maximum slope of the boardwalk will be 5%. A series of historical markers will provide the history of the area.

- Throughout the last couple of months, the Hasbun Construction, LLC design team and representatives from Recreation, Parks, Cultural Services and Public Works met to go over specifics regarding the proposed project to ensure the team understood the City's desired outcomes and could modify the design to meet City expectations.
- Hasbun Construction, LLC believes the project can be completed (design and construction) in less than one year. The construction schedule of the project is tied to when permits for the project can be approved by the State. Since the project is encroaching into the 25' State Buffer, adjacent to the existing stream, the State needs to approve the encroachment prior to any work proceeding. Additionally, the team needs to obtain an encroachment permit from the Georgia Department of Transportation (GDOT's) for work within GDOT's right of way.
- Total costs for the Hasbun Construction, LLC contract is \$1,898,860.00 and includes funding for the design and construction of the Farm House Heritage Park. Funding is provided through the 2022 Parks Bond. Current appropriations (before approval of this contract request) within the Farm House Heritage Park bond-account total \$1,969,430. Remaining appropriations upon approval of the Hasbun Construction contract, will total approximately \$70,570 and is tentatively targeted towards ancillary project costs (e.g., project management services).
- The Evaluation Committee recommends the award of RFP 26-101 to Hasbun Construction, LLC as the high scoring proposal. The Hasbun Construction/Kaizen Collaborative team has worked on aspects of the Beltline and various trails within Metro Atlanta. Based on their previous experience and several meetings with City Staff discussing the challenges associated with the project, City Staff is confident the Hasbun Construction/Kaizen Collaborative understands the goals of this important community project and will deliver the project as proposed.

PUBLIC COMMENTS:

IN FAVOR

- Pat Miller, 1340 King Road, Milton, GA 30075
- Mike Buchanan, 135 Pebble Trail, Alpharetta, GA 30009
- ❖ Council Member Mitchell offered a motion approve the award of a contract for RFP 26-101 to Hasbun Construction, LLC for the design/build of the Farm House Heritage Park in an amount totaling \$1,898,860.00, and to authorize the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

C. Request For Proposals (RFP) 26-102 - Design/Build: Wills Park Baseball Field 5 Artificial Turf Conversion

DEFERRED: This item has been deferred by staff and will not be considered this evening.

Consideration of approval of the award of a contract for RFP 26-102 to Sprinturf, LLC for the design/build conversion of Wills Park Baseball Field 5 to an artificial turf field in an amount totaling \$712,765.00, accepting the funding and associated payment terms from the Alpharetta Youth Baseball Association in an amount totaling \$356,382.50 (50% of project cost), and with authorization for the Mayor to execute all necessary documents.

D. Yellow Playground Structure at Wills Park

Consideration of approval of the design and build services, and corresponding contract, under a Sourcewell contract, with Playground Creations a division of Architectural Design Specialties, Inc., as authorized representative of Landscape Structures. The contract is for the design and construction of improvements to a portion of the Wills Park "Yellow" Playground, located adjacent to the Wills Park Recreation Center at 11925 Wills Road, Alpharetta, GA 30009.

- Recreation, Parks, & Cultural Services Director, Morgan Rodgers, came forward to present this item.
- Playgrounds are among the most utilized amenities within the City's Park system. To ensure safety and compliance with industry standards, the Recreation, Parks & Cultural Services Department follows a recommended replacement cycle of 25-30 years for playground structures. This schedule reflects the limited availability of replacement parts for older equipment, the expiration of manufacturer warranties, and the need for periodic infrastructure upgrades – such as drainage improvements and fall-impact surface replacement, typically required every five to ten years.
- The multi-play structure at the Wills Park Playground, officially designated as the Yellow Playground, was installed in 1993 and has exceeded its recommended service life. A critical component of the structure recently failed, and replacement parts are no longer manufactured. While Parks Services staff have implemented temporary safety repairs, these measures are only short-term solutions. The structures must be replaced to maintain safe and reliable play opportunities for children. Staff determined that the new structure should fit within the existing layout to preserve site flow and maintain cohesion with surrounding play elements.
- As part of the Fiscal Year 2026 Annual Action Plan Playground Equipment Replacement Initiative, funding was requested to replace this component of the Wills Park Playground. In consultation with the City's Finance Department, staff determined that the scope and scale of this project made it appropriate for procurement through an approved purchasing cooperative, which would expedite delivery and installation while ensuring competitive pricing.

- On September 18, 2025, the City issued an email titled "City of Alpharetta Recreation, Parks & Cultural Services - Request for Playground Design Concepts - Wills Park Yellow Playground Replacement" to seven qualified playground companies. The communication stated that the City sought design concepts for the replacement of a portion of the Yellow Playground located near the Wills Park Recreation Center. Vendors were instructed that proposals must include equipment procurement, delivery, installation, and the removal and disposal of the existing play structure. The City also disclosed its intent to utilize a purchasing cooperative for the procurement.
- Vendors were directed to provide two distinct design concepts that support inclusive play, age-appropriate for children ages 6-12, offer a strong visual or experiential "WOW" factor, and fit within the existing playground use zone. The established project budget of \$70,000 to include equipment costs, demolition/removal, delivery and installation was provided to all vendors.
- As this procurement would be handled as a sole source purchase through a cooperative, evaluation criteria focused on adherence to the stated budget, alignment with the City's goals for inclusive and engaging play, compatibility with existing playground elements, project timeline, and completeness of the submission package.
- All seven companies were informed of a submission deadline of Friday, October 10, 2025, at 5:00 PM. The City received six complete submissions. An Evaluation Committee composed of Recreation Parks and Cultural Services staff reviewed each proposal to assess age-appropriate play value, opportunities for exploration and skill development, compatibility with current equipment, and overall quality of design.
- The Evaluation Committee determined that the design proposal submitted by Playground Creations, featuring the Venti play structure from Landscape Structures Smart Play Collection, best met the intent of the project criteria for the Wills Park "Yellow" Playground Replacement. The Venti is a modern, compact structure that incorporates 20 distinct play activities within its footprint. Its design includes a variety of climbing nets, slides, belts and other climbers that support physical, social, and exploratory play. Integrated seating areas beneath the deck provide shaded space for children to rest and interact. The committee found that this proposal offered the strongest combination of inclusive play opportunities, age-appropriate challenge, and compatibility with the existing playground layout.
- On October 29, 2025, the design selection was presented to the Recreation Board during its Work Session. The board expressed support for the concept and noted the unique play value that Venti structure would provide to children in Alpharetta.
- Based on the evaluation results and the Boards support, staff recommends entering into contract negotiations with Playground Creations for the design/build services for the Wills Park Yellow Playground Replacement.
- The total cost of the project is \$70,000.00 which will be funded from the Parks Playground Equipment account.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the design-build services and corresponding contract, under a Sourcewell contract, with Playground Creations for Design Option #2 – The Smart Play Venti by Landscape Structures for the replacement of the play structure at the Wills Park “Yellow” Playground, located adjacent to the Wills Park Recreation Center in the amount of \$70,000.00, and to authorize the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).

E. Memorandum of Understanding: City of Alpharetta and Northside Hospital, Inc.

Consideration of approval of the Memorandum of Understanding between the City of Alpharetta and Northside Hospital, Inc. to renew the partnered sponsorship program focusing on the Health and Wellness aspects of the City's Parks and Programs and to authorize the Mayor to execute all related documents.

- Recreation, Parks, & Cultural Services Director, Morgan Rodgers, came forward to present this item.
- In 2018, the city entered into an agreement in the form of a Memorandum of Understanding (MOU). Under the MOU, Northside Hospital would offer a monetary sponsorship to the City of Alpharetta to be explicitly used for bolstering community health and wellness programs, facilities, equipment, and amenities. To date, the sponsorship has helped provide citizens with new and renovated equipment at Wills Park and the Greenway and made free health and wellness programs available to residents, which include yoga, aerobics, water-based exercise programs, walking programs, and the like. In exchange for the sponsorship, as was outlined in the MOU, the City erected signs throughout parks and trails to acknowledge Northside Hospital's sponsorship and exhibited gratitude through various media outlets.
- The Department of Recreation, Parks & Cultural Services staff have witnessed the benefit of the MOU (as stated above) and encourage renewal of the agreement for another term. Under the MOU attached hereto, Northside Hospital will continue to commit to a sponsorship of \$25,000 per year for three consecutive years (for a total of \$75,000) to strengthen community health and wellness programs, facilities, equipment, and amenities. In exchange, the City will continue to establish signage (where needed) acknowledging Northside Hospital's gracious donations and recognize the hospital via the Alpharetta Guidebook, Recreation, Parks & Cultural Services program guides, and social media posts related to any project in which Northside Hospital funds are used.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Council Member Hipes offered a motion to approve the Memorandum of Understanding between the City of Alpharetta and Northside Hospital, Inc. to renew the partnered sponsorship program focusing on the Health and Wellness aspects of the City's Parks and Programs, and to authorize the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).

F. Resolution: Fiscal Year 2025 Body-Worn Camera Policy and Implementation Program (BWCIPI) Grant Application

Consideration of adoption of a Resolution authorizing the submission of the 2025 Body-Worn Camera Policy and Implementation Program (BWCIPI) Grant Application to the Bureau of Justice Assistance, U.S. Department of Justice.

- City Attorney, Molly Esswein, read the Resolution title aloud.
- Police Chief, Trent Lindgren, came forward to present this item.
- The Police Department requests approval to submit a grant application for the FY2025 Body-Worn Camera Policy and Implementation Program (BWCIPI) Grant. This program supports publicly funded law enforcement and correctional agencies in establishing or expanding body-worn camera (BWC) programs. Properly implemented BWC programs strengthen the evidentiary foundation for criminal prosecutions, provide reliable documentation of officer-citizen encounters, and deter assaults on officers.
- This grant program requires cost sharing/matching funds. Federal funding will cover up to 50% of the total project cost, not to exceed \$2,000 per camera. The total project cost is \$89,724, which includes 28 body-worn cameras at \$3,204 per unit. If awarded, the grant will provide \$44,862, and the City of Alpharetta will provide a 50% local match of \$44,862.
- Key project activities include the procurement of BWCs, integration with existing digital evidence management systems, officer training on proper use and policy compliance, and the implementation of operational protocols. The Police Department will lead the project and coordinate with technology partners to ensure seamless deployment.
- Expected deliverables include the full deployment of 28 BWCs, comprehensive officer training, and operational readiness to expand video-based documentation. Anticipated outcomes include stronger evidentiary support for investigations, enhanced officer and community safety, and increased transparency and accountability in police interactions.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to adopt a Resolution to approve a Fiscal Year 2025 Body-Worn Camera Policy and Implementation Program (BWCIPI) Grant Application, and to authorize the Mayor to execute all necessary documents.

- Council Member DeRito seconded the motion.
- The motion was approved unanimously (6-0).

G. Approval Directing the City Administrator to Negotiate with Other North Fulton Cities Regarding the Future Use of the Alpharetta Jail

Consideration of approval of a motion to direct the city administrator to discuss and negotiate future Intergovernmental Agreements with the cities of Johns Creek, Milton and Roswell for future use of the newly opened Alpharetta Jail and to bring agreements back to the City Council for consideration.

- City Administrator, Chris Lagerbloom, came forward to present this item.
- The Fulton County Sheriff terminated the Intergovernmental Agreement for jail services and no longer operates the Alpharetta Jail. When it was being operated, it was available to Alpharetta, Johns Creek, Milton and Roswell for use. Today, it is the only local jail facility in north Fulton. We will be opening it with city jail staff in December 2025. When it opens, it will be usable by the Alpharetta Police Department only.
- The other north Fulton cities have expressed interest in discussing the regionalization of the facility and have indicated their desire to approve Intergovernmental Agreements between Alpharetta and the other cities to begin using it again. The adoption of this motion would be to approve further negotiations with the other north Fulton cities and signal our intent in a more formal way of our intent. Because our facility is the only one currently constructed in north Fulton, the other cities (like us) are without the use of a jail presently, and if it isn't our intent to consider regionalization, many of them will be forced to evaluate other options.
- Approval of this motion would not be approval of any Intergovernmental Agreement, but would allow our sister cities that have relied on the jail for decades to understand our intent going forward

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to direct the city administrator to discuss and negotiate future Intergovernmental Agreements with the cities of Johns Creek, Milton, and Roswell for future use of the newly opened Alpharetta Jail and to bring agreements back to the City Council for consideration.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (5-0).

H. Resolution: Declaring Results of the 2025 General Municipal Election

Consideration of adoption of a Resolution declaring the results of the Non-Partisan General Municipal Election Held on November 4, 2025.

- City Attorney, Molly Esswein, read the Resolution title aloud.

- City Clerk, Lauren Shapiro, came forward to present this item.
- The Fulton County Board of Registration and Election provided the City with certified elections results of the November 4, 2025 General Municipal Election, which were as follows:

City Council – Post 1

Kirk Driskell – 8,520

City Council – Post 2

Bart Dean – 1,519

Donna Shaw Murphy – 3,647

Katie Reeves – 5,189

City Council – Post 3

Douglas J. DeRito – 5,901

Tate Holcombe – 4,131

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to adopt a Resolution declaring the results of the 2025 General Municipal Election, and to authorize the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

8. WORK SESSION ITEMS

A. Discussion of Juganu Light Discussion of Smart Streetlight Fixtures Installed on Highway 9

- City Administrator, Chris Lagerbloom, came forward to present this item.
- On State Route 9 in the downtown, there are a couple of new light fixtures that have been installed as part of a pilot program to test the look and feel of the light fixture. This work session is to discuss whether the Council is satisfied with the way that they look and if the council would like to move forward with this project.
- Council Member Hipes asked about the difference in price between what the city would typically install and the cost of this light fixture, and he believed that the light fixtures were a little big and did not have a lot of character.
- Council Member Mitchell shared that he believes that we need more lighting and technology, but would like to look at other companies to find an option that would fit in with the aesthetic of the downtown.

- Council Member Brady asked whether or not we have tested the technology of these light fixtures with Alpharetta data and shared that he believed the design was a little plan, but looks okay (he would prefer to compare it to another option).

9. PUBLIC COMMENT

- There were no public comments.

10. REPORTS

- Council Member Hipes shared that we have the Lights on the Loop event along the Northwinds Parkway section of the Alpha Loop; the event begins this weekend and produced by the Alpha Loop Foundation. Alos, Santa's Mailbox is installed at the Alpharetta Community Center and will be available to receive letters to Santa until December 13th. Finally, the Menorah Lighting will take place on the Town Green in Downtown Alpharetta on December 21st.
- Council Member DeRito shared thanks to Director Rodgers and the Recreation and Parks Department and the Police Department for their hard work for a successful Christmas Tree Lighting event.
- Mayor Gilvin asked Fire Chief, Brad Denkinger, to come forward and share details about a letter Mayor received earlier today about exceptional service a resident received regarding an inspection by Fire Marshal, Johnathan Matyasich.
- Council Member Mitchell

11. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

12. ADJOURNMENT

- ❖ Council Member DeRito offered a motion to adjourn the meeting.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:23 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: December 8, 2025

AGENDA ITEM:

Partnered Athletic Association's Annual Agreement Renewals

Consideration and approval of the renewal of annual agreements as partnered athletic associations with the City of Alpharetta's Recreation, Parks, and Cultural Services Department:

Alpharetta Ambush Youth Soccer Club, Inc., Alpharetta Youth Baseball Association, Inc., Alpharetta Youth Girls Softball Association, Inc., and North Atlanta Football League, Inc

STAFF RECOMMENDATION:

Approve the renewal of annual agreements as partnered athletic associations with the City of Alpharetta's Recreation, Parks, and Cultural Services Department:

Alpharetta Ambush Youth Soccer Club, Inc., Alpharetta Youth Baseball Association, Inc., Alpharetta Girls Youth Softball Association, Inc., and North Atlanta Football League, Inc

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: WHILE THERE IS NOT A SPECIFIC FISCAL APPROPRIATION FOR PARTNERED YOUTH ATHLETIC ASSOCIATIONS, CALCULATIONS OF REGISTRATION FEES FOR PROGRAM PARTICIPANTS THAT WILL COVER PROGRAM EXPENSES, THE ASSOCIATION'S OPERATIONS, AND THE CITY'S COST TO MAINTAIN AND REPAIR THE FIELDS AND FACILITIES USED TO FACILITATE THE PROGRAM ARE STIPULATED IN THE AGREEMENT. IN ADDITION, ALL PROGRAM PARTICIPANTS WHO RESIDE OUTSIDE THE CITY LIMITS OF ALPHARETTA WILL BE ASSESSED A NON-RESIDENT FEE AND ASSOCIATIONS ARE TO PAY THE CITY THE NON-RESIDENT FEES FOR EACH ASSOCIATION'S NON-RESIDENT PARTICIPANT IN THEIR PROGRAM. ASSOCIATION NON-RESIDENT FEES ARE CALCULATED AT 75% MORE THAN THE RESIDENT REGISTRATION FEE. THE DOLLAR AMOUNT OF AN ASSOCIATION'S NON-RESIDENT FEE SHALL NOT EXCEED THE HIGHEST NON-RESIDENT FEE CHARGED TO PARTICIPANTS IN YOUTH ATHLETIC PROGRAMS MANAGED DIRECTLY BY THE DEPARTMENT. THEREFORE, THERE ARE TWO FISCAL IMPACTS ON THE CITY:

1. THE FISCAL IMPACT ON THE CITY WOULD BE THE COST TO REPAIR OR MAINTAIN THE FIELD AND FACILITIES. HOWEVER, THIS EXPENSE IS BUDGETED INTO THE

REGISTRATION FEE AND THEREFORE
NULLIFIED.

2. ANY REVENUE GENERATED FROM NON-
RESIDENT PARTICIPANT FEES IN THE
ASSOCIATION PROGRAMS.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Background:

YOUTH ATHLETIC ASSOCIATION PARTNERSHIP & FACILITY USE AGREEMENT (2026):

The City of Alpharetta Recreation, Parks & Cultural Services Department partners with four Youth Athletic Associations. The youth athletic league programs operate in Wills Park, Webb Bridge Park, North Park, and the Innovation Academy Sports Complex.

1. Alpharetta Youth Baseball Association, Inc.
2. Alpharetta Girls Youth Softball Association, Inc.
3. Alpharetta Ambush Soccer Club, Inc.
4. North Atlanta Football League, Inc.

Under the agreements attached hereto, the City of Alpharetta Recreation, Parks, and Cultural Services Department would renew the annual Facility Use Agreements for each partnered Youth Athletic Association from January 1-December 31, 2026.

Recommendation Explanation:

Staff recommends approval by City Council. If the Mayor and Council agree and approve, staff will direct Alpharetta Ambush Youth Soccer Club, Inc., Alpharetta Youth Baseball Association, Inc., Alpharetta Youth Girls Softball Association, Inc., and North Atlanta Football League, Inc. to proceed with their 2026 Spring, Summer & Fall seasons.

ALTERNATIVES:

There is one alternative to this recommendation:

1. To deny approval of Alpharetta Ambush Youth Soccer Club, Inc., Alpharetta Youth Baseball Association, Inc., Alpharetta Youth Girls Softball Association, Inc., and North Atlanta Football League, Inc. as partnered youth athletic associations with the City.

ATTACHMENTS:

1. AMBUSH - 2026
2. AYBA - 2026
3. AYSA - 2026
4. NAFL - 2026



Youth Athletic Associations



Alpharetta Youth Baseball Association



Alpharetta Youth Softball Association



Alpharetta Ambush Soccer Club



North Atlanta Football League

Organizational Requirements and Facility Use Agreement 2026

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

YOUTH ATHLETIC ASSOCIATION FACILITY USE AGREEMENT AND ORGANIZATIONAL REQUIREMENTS

Original approved by Alpharetta Recreation Commission – January 11, 2018

Updated for changes to Milton MOU – December 2021;

John's Creek MOU- December 2022

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ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

MISSION STATEMENT

Alpharetta Recreation, Parks and Cultural Services strives to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of Excellence, Stewardship, Integrity, Service and Loyalty.

(Adopted: February 14, 2013, by Alpharetta Recreation Commission)

Associations and the leaders of these Associations are expected to understand and promote the mission and philosophy of the City of Alpharetta to serve the citizens of Alpharetta. Association members are ambassadors for the City as well as their affiliate Association. While serving as a volunteer for the Association, members are expected to conduct themselves in an ethical and professional manner.

LEGAL AND ORGANIZATIONAL REQUIREMENTS

In order to qualify as a Youth Athletic Association (“Association”) and to operate on City of Alpharetta (“City”) property, each Association must adhere to certain minimum legal and organizational requirements. These requirements are a part of the Facility Use Agreement which must be signed by each Association prior to the operation of any activity on City property. These requirements are necessary in order to ensure the safety and well-being of all participating Associations.

The signing of the Facility Use Agreement indicates the Association’s assumption of the financial responsibility for the program, as well as the management of the program participants and volunteers. The City will not be held responsible for the finances or the program management. Violation of the above-mentioned responsibilities constitutes cause for the revocation of the agreement. The requirements are as follows:

1. ORGANIZATION STATUS

Each Association must register with the Secretary of State’s office as an organization. Proof of status must be on file with Alpharetta Recreation, Parks, and Cultural Services (“Department”).

2. BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Facility Use Agreement.

3. ELECTION OF OFFICERS

The Board of Directors (“Board”) shall be the governing body of each Association for the operation of the affairs of the Association as documented in the bylaws. Each Association board must be comprised of a majority of Residents upon election or appointment, and each Association should strive to achieve a minimum of fifty percent (50%) Residents on the Board. The Board of Directors must be elected annually or as mandated by the Association’s by-laws, but no less than once every two years, by the Association membership. A Department employee and a member of Alpharetta

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

Recreation Commission (“Commission”) must be notified of and invited to attend all Board meetings. The Department Director will appoint an employee liaison to the Board. The Chairman of the Commission will appoint the Commission liaison(s) to the Board on an annual basis.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least thirty (30) days prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location within the Association’s primary park when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

To serve as a member of the Association executive committee, a candidate must have a child actively participating in the Association program at the time of the elections.

The Association shall consider any and all qualified candidates interested in running for a Board position. The Association nominating committee shall prepare a recommended slate of officers and submit to the City for review at least thirty (30) days prior to the elections. The slate of officers must be advertised along with the notice of elections. Nominees must successfully pass the City’s criminal history check before being included in the slate of officers.

The Association must furnish a list of all elected board members, addresses, email addresses, telephone numbers (home and office) to the Department no later than one (1) month after the election. City will verify residency and notify Commission liaison of City resident percentage of newly elected board.

Board members are expected to adhere to the City’s volunteer code of conduct. Upon election of the board and no less than once every two years, board members shall review and sign the City’s volunteer code of conduct.

4. ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Association must provide copies of meeting minutes from Association membership and board meetings to Association members and City. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing board members, and any other necessary business. Efforts must be made to contact all members, and the Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

5. CAPACITY PLAN

Each Association shall ensure that their total registration for each season does not exceed the capacity of the facilities available. Adequate time shall be allotted for each recreation team to practice and play games. Recreation teams shall have priority of field use for games and practices. Travel/select/elite teams shall be given available field time for practices and games after the recreation teams have been served.

Extra facility space is not available through the City. The Association may seek to utilize facility space at other non-City locations. The Association is financially responsible for field usage fees at non-City locations if applicable.

Field time not used by the Association reverts to the City for use as needed.

6. ASSOCIATION OPERATING BUDGET

Each Association must submit a formal budget to the City to coincide with the start of the Association's fiscal year. The submitted budget must detail revenues offsetting expenditures for the fiscal year, based on the Capacity Plan. Excess revenues should initiate an Association's review of program fees. Non-resident fees should not be included in the budget due to those fees being remitted to the City.

7. FINANCIAL REPORTS

The City assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the City with an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit/loss statement.

8. LIABILITY INSURANCE COVERAGE

- Each Association must provide comprehensive liability insurance coverage for all players, coaches, officials, volunteers, sub-contractors and all other association participants, a minimum of \$1,000,000 coverage stated for Project use, listing names and addresses of designated City venues (to be provided)

The City should be listed as an additional insured. A copy of the current liability insurance coverage policy should be filed with the City, submitted annually.

9. PARTICIPATION REPORTS

All Associations are required to submit a list of registered players to the Department no later than one (1) month after the end of the established program registration period. The list shall be provided in an electronic format (i.e. Microsoft Excel) and shall include each player's name, street address, and zip code. The Department will use the list to verify the resident status of registered players and shall not use the list to promote Department programs, without prior consent of the Association. After the City has verified the residency of participants, the City will issue an invoice to the Association for non-resident fees payable to the City.

NOTE: It is imperative that participation information be sent to the Department as soon

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

as possible for Department to verify addresses. Association may send participant information at any time during their registration period for Department to check residency status of participants.

10. REGISTRATION

Associations are encouraged to provide registration dates to the Department in time for inclusion in Department program guides or other promotions. City will notify Associations of the deadline to submit information. The City provides a link to Association websites at www.alpharetta.ga.us. Associations must notify City of any web address changes. Associations are encouraged to establish Facebook events for seasonal registration dates, and to invite the Department page as a co-host at www.Facebook.com/AlpharettaRecreation.

11. CITY RESIDENCY REQUIREMENT FOR TRAVEL/SELECT/ELITE TEAMS

The mission of the Department is to provide quality programs and services to the citizens of Alpharetta. Youth select athletic programs provide high level athletic competition and opportunities for young people. Residency requirement guidelines ensure travel/select/elite teams are formed in the best interest of the City resident participants, to ensure City residents are fairly represented on these teams, to ensure City assets and resources are utilized in the best interest of City resident participants, and to foster long-term success of the Association's competitive youth athletic program.

GUIDELINES:

- A. Open, advertised tryouts must be held prior to team formation. Players are not guaranteed positions on any teams prior to the first tryout date.
- B. For these guidelines, the word "Resident" shall only include residents of the City of Alpharetta.
- C. Each travel/select/elite team must have a minimum of 50% Residents.
- D. Each travel/select/elite team must adhere to the COA guidelines and policy on team formation of Alpharetta Ambush Academy and Select teams dated May 18, 2010.

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e., a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through the remainder of the season.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

12. FACILITY USE - RESTRICTIONS

Each Association is organized to provide league play for youth, including player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, and post-season tournaments. All field use shall be coordinated with the Department using whatever methods are agreed to by the parties to ensure proper preparation and care of the facilities. Hosting of camps and tournaments involving participants from outside the association's own program along with participants in the Association's own

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program is allowed but requires coordination with and written consent of the Department. Field rental fees and staff fees may be applicable. Associations must seek approval from the City to host outside camps and tournaments at the parks at least ninety (90) days prior to the proposed event. Staffing fees for these kinds of events may apply. The Association is specifically not permitted to sublet facilities to any individual or organization. The Association's Facility Use Agreement is for the Association's own use.

Associations may not schedule or host any activities at Wills Park on July 4th and 5th due to the City's annual July 4th celebration and fireworks, and day-after park clean-up. Associations may request special permission from the Department Director to schedule or host any activities at Wills Park on July 4th and/or 5th. The decision shall be made by the Department Director in his sole discretion.

The City reserves the right to restrict facility use on other dates when there are special events hosted by the City, the Department, or a non-City entity utilizing City facilities for a tournament, clinic, camp, etc. deemed appropriate and beneficial to the City. These dates, if applicable, will be included in the annual facility use agreement or will be communicated to the Association as soon as the dates are confirmed.

13. CAPITAL IMPROVEMENTS

The Department formally evaluates the condition of all park facilities and amenities twice per year. During these inspections, Department staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Department based on safety, vandalism, functionality, aesthetics, etc.

During the City budget process (mid-year and/or fiscal year), Department staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include cost estimates and justification and shall be presented to the Commission for review. The Commission shall prioritize the list of projects and may add or delete any projects recommended by staff. The Commission shall approve a capital improvements project budget request to be provided to the City Budget Review Committee and/or Mayor/Council for consideration during the budget process.

Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the Commission liaison and the Department Director and/or his designee no later than early December prior to the start of the budget process. The Director determines whether or not to include recommended projects in the list that is given to the Commission. Financial partnerships (50/50) between the Associations and the Department are encouraged.

14. ANNUAL PRESENTATION

The President/Commissioner of the Association will be invited to the December meeting of the Commission in order to make a brief presentation on the activities of the Association during the past year and its plans for the following year. Each Association representative will be asked to submit a written report electronically to the City at least one week prior to the meeting. Presentation at the meeting and submission of a written

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report are both mandatory annual requirements.

15. CHANGES TO PROGRAM CONTENT, STRUCTURE, PHILOSOPHY, ETC.

Each Association shall communicate to the Commission liaison(s) and employee liaison(s) any and all substantial changes in their program. For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the Association which would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- Addition/elimination of any age or skill level
- Addition/elimination of any component of overall program content (i.e. cheerleading, flag football, fast pitch softball, out-of-park All Stars, Sunday select, summer or winter league play, etc.)
- Association by-laws
- Board structure and composition
- Schedule of fees for participants
- Anything that would be in direct conflict with existing City/Department policies

Association shall notify liaisons as soon as the idea for a substantial change is included on an Association meeting agenda. Upon notification by the Association, the Commission and/or employee liaison shall communicate the information to the Department Director or his/her designee. Before any action shall be taken by the Association to implement the substantial change, the Association shall prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the Association, citizens of Alpharetta, and the City; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

The Department shall determine the level of approval needed for the Association to implement the substantial change. The approval levels are noted as follows:

- a. Association Board and members only
- b. Department Director or his/her designee
- c. Recreation Commission Sub-Committees
- d. Alpharetta Recreation Commission
- e. Alpharetta Mayor and City Council

16. SPONSORSHIPS/ADVERTISING

Associations are not permitted to display permanent advertising signage of any kind on fences, dugouts, concession buildings, grounds, roadways, etc.

Associations are allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for Associations to assist the City in funding capital projects benefitting the parks and facilities they use. Associations are not permitted to obtain sponsorships, including direct financial aid and/or in-kind

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donations, from any religious organization, individuals, and businesses that compete with contractual obligations of the City. Sponsors must be in good taste and appropriate for City Park environment (i.e. alcohol and/or tobacco-related products/businesses are not allowed to advertise in City parks).

Associations must request in writing to the Department Director permission to display sponsor banners in the parks. With approval of the Department Director, sponsor banners may be displayed on fences only during games. All banners must be taken down immediately at the conclusion of the last game of the day.

Associations are encouraged to support the City's Scoreboard Sponsor Program as a fundraising opportunity for Associations. Associations are assigned certain scoreboards and may sell advertising on these scoreboards per the terms of the City's Scoreboard Sponsor Program. Contact Department Director or his/her designee for information on the City's Scoreboard Sponsor Program.

REQUIREMENTS OF ASSOCIATIONS

1. FACILITY USE AGREEMENT

Any Association operating on City property must sign a Facility Use Agreement with the City. The agreement is issued prior to the start of the calendar year and specifically identifies the facilities to be used by the Association and the terms of that use.

Adherence to all policies and procedures in this manual is considered part of the Facility Use Agreement. The City retains the right to change these guidelines and policies at any time, without advance notice, as it deems appropriate. Any changes will be communicated to the Association within five (5) business days after the change has been made and approved.

In accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.

With respect to renewal of this agreement, any Association currently holding a Facility Use Agreement will receive priority, unless the City has reason to revoke the agreement. Facilities not in use will be distributed on a first come first served basis.

2. COACH CERTIFICATION AND TRAINING

Association must provide coach certification and/or training for all head and assistant coaches of each team. It is the responsibility of the Association to ensure that their volunteers complete all legally mandated training programs before being permitted to coach a team. Association must provide documentation of such training to the City upon request.

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A comprehensive training program should include but not be limited to the information listed below:

- Sport Specific Training
- How to Organize Practices
- Communication with Parents
- Basic First Aid and CPR/AED
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Requirement
- Severe Weather Policies and Procedures
- Heat and Hydration Guidelines
- Association Mission/Expectations
- Association Relationship with the City

3. SELECTION OF COACHES

Associations are responsible to select qualified coaches for their program. Each Association shall establish their own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

4. FEES AND CHARGES

Note: Each Association will adhere to fee policies set by the City, including fees that may not yet be currently established.

Registration Fees

All registration fees shall be fair and equitable to all participants. Associations shall communicate to participants what the registration fee covers, including the number of practices and games per season. Registration fees shall be derived from predicted costs to operate the program, to fund Association operations, and to fund park capital improvements (current and future) that mutually benefit the City and Association.

Registration fees shall include the total cost of operating the association's program to include but not limited to; cost of uniforms, player awards, umpires/officials, equipment for the league/teams, first aid supplies, marketing, web administration, general maintenance of facilities, etc.

Non-Resident Fees

All program participants who reside outside the city limits of Alpharetta will be assessed a non-resident fee. Association shall pay the City non-resident fees for each Association non-resident participant in their program. This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

Association non-resident fees shall be calculated at 75% more than the resident registration fee.

Note: the dollar amount of the Association non-resident fee shall not exceed the highest non-resident fee charged to participants in youth athletic programs managed directly by the Department. (Department's highest recreation league non-resident fee shall be the

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maximum for the Association's recreation league non-resident players. Department's highest travel/select league non-resident fee shall be the maximum for the Association's travel/select/division 1 league non-resident players.)

At least two (2) weeks before the advertisement/announcement of registration and non-resident fees for a particular season, the Association must submit a fee schedule to the Department. The Department will review the fee schedule and will have final approval of any and all non-resident fees.

The Association will be responsible for the determination of city residence during the registration period. Within one (1) week after receiving the Association's participation list with addresses, the Department will verify player residency and report information to the Association. The non-resident fee will be paid directly to the City of Alpharetta based on the Department's verification of player residency. The Association is responsible for remitting non-resident fees for all non-City participants, regardless of whether or not it was collected by the Association.

City of Alpharetta employees and their immediate family members, regardless of where they reside, are considered Residents and may register during the Resident registration period. Non-resident fees are waived for these participants. Associations should contact the Department to verify employee status.

Scholarships

The Association should make available a reasonable number of scholarships for participants requiring assistance. The Association shall determine the eligibility criteria for scholarship recipients and shall determine whether or not to charge non-resident fees to scholarship recipients. Regardless, the Association is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City.

Admission Fees

Associations are not allowed to require an admission fee to any normal association play. Admission fees may be collected for tournament play or other special events, upon approval of the Department. The Association must submit a letter of request in order to have an admission fee request approved.

5. PROGRAM/FACILITY SCHEDULES

Associations are required to submit all master schedules to the Department **prior** to the beginning of use of any City facility. This includes tryout dates, practice schedules, opening ceremonies, game schedules, special events such as player clinics, travel team schedules, etc. These schedules should be submitted thirty (30) days prior to the beginning of any program. Facility use outside the scope of the Facility Use Agreement must be requested through the Department and is not guaranteed.

6. SAFETY/ACCIDENT PREVENTION

Associations are responsible for operating their programs in a safe and effective manner. All fields, equipment and other facilities should be inspected before each use.

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Associations should have an adequate number of adults present at each scheduled activity to supervise the participants from the outset to the close of the program. League officials are responsible for insuring that all programs are operated under safe weather conditions. Safety plans should be implemented in case hazardous situations should occur.

7. DISCRIMINATION

Associations must provide equal opportunity without regard to race, color, religion, sex, national origin, age, veteran's status, and disability. Associations must comply with the Americans with Disabilities Act (ADA) of 1990 and provide reasonable accommodations to members of the public, if so requested, unless participation would create a risk to any participant.

8. MAINTENANCE/FACILITY UPKEEP

The Department will be responsible for all field and facility preparation for all practices and games. This includes game day facility preparation, grass mowing, and lining of baseball and softball fields. Parks Services staff will prepare fields only once per day, usually in the morning. Staff is not available to prepare fields on Sundays. Staff is not responsible for lining of grass football fields.

Associations are responsible to report any and all facility maintenance issues to the Department as soon as they are noticed.

Associations are required to provide safe sports equipment for participants.

Associations are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This includes playing areas, walkways, restrooms, press boxes, concession stands, dugouts, etc.

Associations should take proper steps to ensure that scheduled activities do not infringe on park neighbors or other park users. This includes reducing excessive noise, excessive traffic, parking problems, etc.

9. WEATHER POLICIES

The Department will determine if fields are playable. Associations will be notified as early as possible if the fields are not playable. Associations are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the Department's normal business hours, the Association is responsible for determining field playability. Associations are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players foremost.

Associations must adhere to the **City's Severe Weather Policy**. For the safety of all, the City of Alpharetta observes the following severe weather procedures for all outdoor programs: Any flash or sound (thunder) which indicates diminishing weather conditions will result in the immediate suspension of any outdoor activities for a safe waiting period of **thirty (30) minutes**. All participants will be encouraged to seek shelter immediately.

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Department staff and/or on-site supervisors will monitor conditions during this time. Subsequent flashes or sounds will result in an extended safe waiting period until it is determined by staff or on-site supervisor either that conditions are safe to resume scheduled outdoor activities, or that conditions have deteriorated to the point of canceling the outdoor activities.

Associations that do not have their own established **Hydration and Heat Guidelines** must adhere to the Hydration and Heat Related Guidelines observed by the Department. In summary, outdoor activities must be canceled if the WBGT (Wet Bulb Globe Temperature) is over 92 degrees. Additional guidelines also apply. A copy of the guidelines in their entirety will be provided to Associations.

Associations that do not have their own established **Cold Weather Policy** must adhere to the Cold Weather Policy observed by the Department. The policy is as follows: If the official Alpharetta, GA temperature according to www.weather.com is forecasted to be 30 degrees or lower at the time of the scheduled practice or game, it is recommended that the scheduled event be cancelled. If the temperature reaches 25 degrees, it is mandatory the event be cancelled.

The Department may cancel and/or postpone all youth programs and activities whenever Fulton County Schools are closed for inclement weather. If Department cancels programs, Associations shall also cancel programs.

10. CONCESSIONS OPERATIONS

Associations must comply with Fulton County Health Department regulations for concessions operations. Associations are required to purchase their own supplies and equipment, such as microwave, popcorn machine, nacho machine, crock pot, etc.

Associations are required to comply with the terms and conditions of City contracts with food and/or beverage providers for concession operations. Failure to adhere to the terms of any City contracts with concessions providers may result in termination of the facility use agreement. Contact the Department Director or his/her designee for information on current contracts.

Each Association that utilizes the services of a contract vendor (“for-profit” business or individual) to provide concession operations is required to pay the City 15% of all gross receipts from concessions. Gross receipts will constitute any and all revenues collected from sales of concessions. This 15% must be paid directly to the City and held by the City for projects the Association requests (in escrow). Projects for future park improvements require Department Director and Recreation Commission approval. All capital improvements must be completed prior to the start of the following season unless the City agrees that it is in the best interest of the City to delay the completion of the capital improvement.

Each Association that utilizes volunteer board members and/or parents to operate the concession stand is not required to remit a percentage of revenue to the City.

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Concession facilities must be cleaned after each use and at the end of the season. Necessary building maintenance and vandalism should be reported to the City.

11. RESTROOMS

It shall be the responsibility of Associations to ensure that restrooms are inspected after each program session. The City is responsible for the supply of paper products and general maintenance that may occur.

12. SECURING OF FACILITIES

An Association Board member, Coach or Club Approved Field Marshall should be responsible for securing facilities after each use, including all practices and games. This includes closing and locking of all buildings, the turning off of all lights and scoreboards, and ensuring all necessary gates are closed and secured. Association board members and coaches are asked to turn off lights and scoreboards immediately following the last practice or game of the night, instead of waiting for the timer to take effect.

13. KEYS

Keys to all required facilities will be distributed to the Commissioner/President of the Association and may be distributed to the necessary individuals. A list of all individuals who have keys in their possession shall be submitted to the Department. The Association is responsible for returning all issued keys at the conclusion of the program. Any unreturned keys are subject to a fine at the discretion of the City. Periodically, the Department will change the locks and/or combinations to buildings, gates, and electrical boxes. The Department will notify affected Association of any changes and will supply new keys/combinations as needed.

14. PUBLICITY

Associations must provide the Department with information at least two (2) weeks prior to publicizing the information to past and potential participants and on the Association website. The purpose of this is to ensure that guidelines for registration and fee structures (resident/non-resident) are followed by each Association. The Department will review information and notify Association within five (5) business days if any changes need to be made in order to comply with established guidelines.

The Department will provide links to Association websites on the City's website, www.alpharetta.ga.us. The Association must notify the City if the web address changes. Associations may request assistance from the City to help with marketing of registration. City may send news releases to local media outlets, email notifications to Department participants, include information in the City's e-newsletter and the Department's Facebook page. The City will not pay for Association advertising, flyers, mailings, etc.

15. PUBLIC USE OF FIELDS

The Facility Use Agreement applies only to organized league play for the duration of the agreement as specified on the agreement. Unless otherwise scheduled, the facilities are available to the public on a first come first serve basis or may be rented by the Department to outside groups for activities deemed appropriate and beneficial to the City.

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The terms of any facility rental agreements between the Department and outside groups are established and agreed upon solely by the City and the group renting the City's facilities. These agreements are independent of the lease agreements with the Associations. The City will not rent facilities to teams and programs that compete with the City's partner Associations. The City may host large tournaments through the Alpharetta Convention and Visitors Bureau.

16. ACCIDENT/INCIDENT REPORTS (attached)

The Association is responsible for filing an accident/incident report to the City which documents the details of any accident, injury, or incident which occurs on City property. The report should detail what occurred, the time of the accident/incident, where it occurred, who was involved, and who witnessed the accident/incident and filed the report. A copy of the accident/incident report is included in this manual. The report shall be submitted to the Department within two (2) working days of the accident/incident. Any and all accidents/incidents must be reported!

17. PARTICIPANT EVALUATIONS

All participants in Association programs must be given an opportunity to complete a participant evaluation at the conclusion of each athletic season in which he/she participated. The evaluation should include questions pertaining to the administration and organization of the program (i.e., ease of registration, quality of the coaches, program structure, program content, etc.), and the condition and appearance of the Department facilities. The Association should ask participants for comments and suggestions to improve the program. A summary of participant evaluations should be prepared and distributed to the Association Board, the Department, and the Recreation Commission within two (2) months at the end of each season. Upon request, the Association must make completed participant evaluations available to the Department and/or Commission. The City reserves the right to conduct independent participant surveys.

18. GRIEVANCE PROCEDURE

All participants must have due process to address any grievances with the Association's Board at a scheduled meeting.

19. COMPLAINT PROCEDURE

Any written complaint regarding a coach, league official, umpire, etc., should be copied to the Department Director.

20. BACKGROUND CHECK - VOLUNTEERS

All Association board members and any individual who wants to coach a youth team shall go through the City's criminal history background check once per calendar year. All potential volunteers must complete the Request for Criminal History form and provide a copy of valid photo identification. An Association representative shall be designated to collect the documentation and shall submit this to the designated Department staff, who will coordinate with Alpharetta Department of Public Safety.

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The Recreation Services Manager confers with the Department Director on any problematic criminal history background checks. Any individual who does not meet City standards for criminal history background check will not be allowed to coach in the youth league and should not be assigned a team. Potential volunteers who refuse to provide information necessary to complete the criminal history background check shall not be allowed to volunteer.

NOTE: Associations are responsible for collecting and submitting criminal history background check documentation (forms and photo ID) at least one (1) month prior to finalizing team coaching assignments. This will allow ample time for the criminal history background check to be completed. Association will be notified of any and all potential volunteers who do not successfully pass the City's criminal history background check. It is the Association's responsibility to inform volunteers of the outcome of their criminal history background checks. The City provides a process for any denied application to request an appeal of decision. This information is available upon request. The Department strongly encourages all Associations to submit background checks for potential assistant coaches.

21. BACKGROUND CHECK – OFFICIALS AND UMPIRES

Each Association who has a contractual agreement with an outside vendor to provide officiating services for the Association shall require, as part of the written agreement, that all officials/umpires who will be scheduled to officiate at Association activities complete a criminal history background check prior to officiating any games for the Association. The criminal history background check should be performed once per calendar year. The Association shall require appropriate documentation of completion of background checks. Documentation must be maintained on file by the Association.

22. MANDATORY REPORTING LAW

Volunteers who work with children are required by law to report suspected child abuse. The mandatory reporting requirement is a provision in HB 1176, the criminal justice reform bill signed by Governor Nathan Deal on May 2, 2012. Specifically, HB 1176 changed the definition of "child service organization personnel" to include volunteers. The law defines "child service organization personnel" as follows: "Child service organization personnel" means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

It will be the responsibility of each Association to ensure that all volunteers and contracted vendors are notified of the law. All Association volunteers must complete a training program before being allowed to serve as a volunteer for the Association. The City will provide access to online training for volunteers as available.

23. CONCUSSION AWARENESS POLICIES AND PROCEDURES

HB 48 by the Georgia Legislature requires agencies to educate youth athletes and their parents on the dangers of concussions in youth athletic activities. The Georgia Department of Public Health is referring everyone to the “Heads Up – Concussion in Youth Sports” program offered by the CDC. The following is a link to the program: http://www.cdc.gov/concussion/HeadsUp/online_training.html.

It is the policy of the Department to educate coaches, referees, employees, instructors of at-risk activities, trainers, parents, and participants of the signs, symptoms and behaviors consistent with sports- and activity-induced concussions. Further, the Department requires that any participant, under the age of 18, suspected of a concussion or head injury must be removed from the activity and it is recommended that the participant be examined by a licensed health care provider. If a participant is deemed by a licensed health care provider to have sustained a concussion, Department personnel or other designated personnel (coaches, referees, instructors of at-risk activities, trainers, and parents) shall not permit the participant to return to play until he or she receives documented clearance from a licensed health care provider for a full or graduated return to play.

A full copy of the Department’s policies and procedures is available upon request.

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FACILITY GUIDELINES AND ORDINANCES

Associations are responsible for adherence to all City and park ordinances.

1. HOURS OF OPERATION

City facilities open at 8:00am and close at 11:00pm. Associations are not allowed to conduct a program prior to 8:00am and after 11:00pm, unless prior written approval has been given by the Department.

2. USE OF PARKS FOR GOLF PRACTICE

Parks may not be used for golf practice, with the exception of disc golf which is permitted at the disc golf course at Wills Park.

3. MOTOR VEHICLES IN PARKS

Motorized vehicle operation is restricted to prescribed paths, marked roadways, driveways, and parking lots. This also applies to parking in areas other than designated parking spaces. Unauthorized vehicles are not allowed in “plaza” areas of ball fields without permission from the Department.

4. LITTER CONTROL

It is unlawful to litter. Each Association is responsible for insuring that all fields, parking lots, restrooms, dugouts, bleachers, concession areas, etc. are kept clean and litter free on a daily basis. Clean up fees may be assessed to Associations not adhering to this policy. All litter should be picked up and placed in the proper containers.

5. ALCOHOL BEVERAGES

Per City ordinance, the selling or consumption of alcoholic beverages on park property is strictly prohibited.

6. TOBACCO USE

Per City ordinance, the use of any and all tobacco products on park property is strictly prohibited.

7. ANIMALS IN PARKS

Other than service animals, it is against park regulations for any individual who possesses or is in charge of a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner’s responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. For the safety of all, pet owners are required by law to obey Fulton County leash laws while visiting city of Alpharetta Park facilities.

8. NOISES AND SOUNDS PROHIBITED

It is unlawful for any person to make, continue or cause to be made any loud, unnecessary, or unusual noises that annoy, disturb, injure, or endanger the safety or comfort of others in the area.

9. CLOSING OF BALLFIELDS

The Department may close to the Association and/or public any ballfield or facility for maintenance purposes. Such facilities will be posted, and it is unlawful for any person to enter a closed facility.

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PARK/FACILITY REGULATIONS

1. Associations conducting youth activities on City facilities must have at least one (1) adult present for every fifteen (15) youth participating in an activity to supervise all scheduled activities from the outset to the conclusion of the activity.
2. Participants, Spectators, Parents, Coaches, or Officials of an organization must display appropriate conduct while operating activities on City facilities and must adhere to the Department's Code of Conduct. A copy of this document is available upon request. Association is responsible to provide this information to the appropriate parties. Continuous failure to do so could result in the termination of this agreement.
3. The Association shall be responsible for any damage incurred to the facilities while in use by the Association. Persistent damage to City facilities while in use by the Association could result in agreement revocation.
4. The Association is responsible for policing the area around athletic fields, plaza areas, parking lots, rest rooms, concession stand, dugouts, and walkways. This must be completed upon the conclusion of each activity.
5. Association representatives are responsible to report any/all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.
6. The Department will supply locks for all required facilities and structures. Keys and/or combinations will be distributed as per Department policy.
7. The City shall be responsible for mowing the grass, moving bleachers, general maintenance, etc., unless otherwise specified in the agreement.
8. A designated Association member must make sure the facilities are secure and all lights turned off before departing the area.
9. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.
10. Bicycles, roller blades, skateboards are prohibited on walkways or other designated areas.
11. No game shall begin after 10:00pm; every effort should be made to conclude by 11:00pm.
12. Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department: 678-297-6152, athleticprograms@alpharetta.ga.us.

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DEPARTMENT PERSONNEL AND CONTACT INFORMATION

Director

Morgan Rodgers, CPRP 678-297-6103 mrodgers@alpharetta.ga.us

Administrative Office Coordinator

Sarah Bausano 678-297-6104 sbausano@alpharetta.ga.us

Wills Park Manager – Park Facilities,

Equestrian Center

Matt Casey, CPRP 678-297-6122 mcasey@alpharetta.ga.us

Parks Services Manager – Park Supervisors, Greenway

Eric Milley, CPO, CPSI 678-297-6106 emilley@alpharetta.ga.us

Park Supervisor II

Barry Pike (Greenway) 678-297-6125 bpike@alpharetta.ga.us
Chris Anderson (North Park) 770-891-9862 canderson@alpharetta.ga.us

Nate Hand, CPSI (Webb Bridge) 770-751-7841 nhand@alpharetta.ga.us

Administrative Assistant II - Parks

Ruby Flynn 678-297-6123 rflynn@alpharetta.ga.us

Community Services Manager

Amanda Musilli 404-314-1245 amusilli@alpharetta.ga.us

Communications Manager

Deanna McKay 678-879-2568 dmckay@alpharetta.ga.us

Cultural Arts Services Manager

Kim Manning 678-297-6078 kmanning@alpharetta.ga.us

Alpharetta Arts Center 678-297-6135 arts@alpharetta.ga.us

Recreation Services Manager

Christine Young 678-297-6154 cyoung@alpharetta.ga.us

Recreation Centers/Program Areas

General Information 678-297-6100 recreation@alpharetta.ga.us

Athletics Supervisor II- Tyler Spinnenweber 678-297-6163 athleticprograms@alpharetta.ga.us

Alpharetta Community Center (Wills Park) 678-297-6100 accprograms@alpharetta.ga.us

Alpharetta Adult Activity Center (North Park) 678-297-6140 activeadults@alpharetta.ga.us

Wills Park Recreation Center (Wills Park) 678-297-6130 wprcprograms@alpharetta.ga.us

Wills Park Pool, Aquatics and Wellness 678-297-6153 aquatics@alpharetta.ga.us

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City of Alpharetta Citizen Accident / Incident Report Form

Name:		Phone:		Date	
Event Attending:				Time	☐ AM ☐ PM
Event Sponsor:			Phone:		
Address of Accident/ Incident:					
Facility/ detailed area where Accident/ Incident occurred:				Number of persons involved:	
Police notified: ☐ Yes ☐ No		EMS notified: ☐ Yes ☐ No		Is injured party a minor? ☐ Yes ☐ No	
Parent/ Guardian Notified: ☐ Yes ☐ No		Name of Contact			
Method of notification		Phone Number			
☐ Phone		Email Address			
☐ Email					
☐ In Person					
Witnesses to the accident/ incident					
Name (print)		Signature		Phone	
				Day: Evening:	
				Day: Evening:	
				Day: Evening:	
Accident/ Incident Summary <i>(WHO CAUSED INCIDENT, WHAT HAPPENED TO CAUSE INCIDENT, WHERE DID THE OCCUR):</i>					
If applicable, who offered treatment options:			What treatment was provided?		
Did injured party request medical treatment: ☐ Yes ☐ No			** Photos of Incident/ Accident Site taken: ☐ Yes ☐ No		
If minor, parent name:			Signature		
Person completing form:					
		(Print Name)		Signature	
		Day Phone		Evening Phone	

** Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident.

Fax the completed form to the Finance Department at 678-297-6063.

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ASSOCIATION CHECKLIST

REQUIRED ANNUALLY AND/OR BEFORE SEASON BEGINS EACH YEAR:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
Proof of Non-profit status submitted to ARPCS	On file each year	_____
Current Association by-laws to ARPCS	On file each year	_____
Copy of Certificate of Insurance naming ARPCS as a certificate holder	On file each year	_____
Open election of Board of Directors	On file each year	_____
Annual membership meeting	Annually	_____
Coach Background Check Consent Forms	Annually	_____
Signed Facility Use Agreement	Annually	_____
Financial Statements – to include the following;	Annually	_____
1. Summary of operating budget, income and expenses		
2. Summary of capital expenditures		
3. Registration fees charged to participants		
4. Federal and State tax returns		
5. Profit and Loss statement		
Slate of nominated officers and home address to ARPCS 30 days before elections		_____
List of elected officers to ARPCS	One month after elections	_____
Rosters to ARPCS	One month after end of registration period	_____
Master Schedule to ARPCS (tryouts, practices, games)	1 month before season	_____

REQUIRED AFTER THE SEASON ENDS:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
Participant Evaluation Summary to ARPCS	2 months after each season	_____
Payment of Non-Resident Fees to City	3 months after each season	_____
List of Certified Coaches to ARPCS	Provide upon request	_____

REQUIRED SEASONALLY/AS NEEDED:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
List of key holders to ARPCS	Update as necessary	_____
Accident/Incident Reports	As necessary	_____
Copy of Coach Complaint to ARPCS	As necessary	_____
Information for ARPCS promotions	TBD by ARPCS	_____

**Due Dates for each Association will be discussed and agreed upon with each Association Commissioner/President during the contract review process. Some Due Dates will vary per Association, based on Association fiscal year.*

Note: ARPCS = Alpharetta Recreation, Parks, and Cultural Services

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

FACILITY USE AGREEMENT

This agreement made this 11th day of November, 2025 by the City of Alpharetta and ~~Alpharetta Ambush Soccer Club, Inc.~~, a non-profit organization called the “Association”.

Witnessed:

In consideration of the mutual agreements contained in this document, the City and Association agree as follows:

1. The Association agrees to provide a youth sports program (organized league play) as a service for the City in accordance with all policies and procedures for youth sports associations operating on city property previously set forth, (including the Youth Athletic Association Facility Use Agreement and Organizational Requirements) and attached in this agreement.
2. This Facility Use Agreement shall begin on the Effective Date and terminate on December 31, 2026. Thereafter, in accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.
3. The City agrees to authorize the Association the use of fields and facilities as listed below at ~~North Park, Webb Bridge, Innovation Sports Complex~~. The agreement includes use of all support structures (dugouts, lights, press-boxes, concession stands, storage facilities, bleachers, batting cages, fencing, etc.) for approved league play unless otherwise specified. See Exhibit A for detailed information on days and times of approved use of fields and facilities.
4. The Association agrees the facilities will be used in a safe manner, and in compliance with all applicable federal and state laws and City ordinances, rules and regulations.
5. Association shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Association without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have and shall not be a waiver of any subsequent breach of terms or conditions.
7. The City may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

8. It is agreed and understood that the Association shall indemnify and hold the City, its agents and employees harmless from any and all liability, costs, legal fees, expenses, damage or injury to participants or property, and any claim or causes of action arising out of the performance of this agreement or negligence.
9. This agreement may be modified only by a written agreement between the City and the Association.
10. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
11. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers or employees.
12. For the purpose of this agreement, any notices required to be sent to the parties shall be mailed to the following respective addresses:

ASSOCIATION NAME: Alpharetta Ambush Soccer Club, Inc.

ADDRESS: 10945 State Bridge Road, Suite 401-315

CITY/STATE/ZIP: Alpharetta, GA 30022

PHONE: 678-353-4027

WEBSITE: ambushsc@info.com

EMAIL: a

CITY: Alpharetta Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attn: Athletics Supervisor
678-297-6163
athleticprograms@alpharetta.ga.us

13. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
14. The City has designated the Athletics Supervisor II for the City as its contact person, coordinator, and liaison person with the Association in the execution of the terms of this agreement.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

15. The Association shall not have the right to assign the interest it holds in this agreement.
16. The facilities shall not be used for any purpose other than those designated within this agreement, without the written consent of the City.
17. The Association may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Association members agree to abide by all City policies and procedures as attached in this agreement.
19. The Association will adhere to fee policies set by the City, including fees that may not yet be currently established.
20. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of ARPCS. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
21. The Association acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the Association under this Facility Use Agreement were funded by the taxpayers of the City and are owned by the City, and further due to the fact that the recreation fees generated from the availability of such fields, the Association is subject to the Open Records and Open Meeting laws of the state of Georgia. The Association agrees to comply with those laws. To the extent that the Association is uncertain or needs assistance as to proper compliance with such laws, the City shall provide such assistance and guidance. The Association further agrees that all books and records of the Association shall be made available to the City of Alpharetta as and when requested for review or audit.
22. City shall have the right to terminate this Agreement upon failure of Association to perform its obligations to the satisfaction of City. Prior to exercising this right of termination, City shall provide Association with a written notice specifying Association's failure to perform and providing Association with a reasonable opportunity to cure its performance. In the event that Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the Agreement by providing written notice of termination to Association.

Association shall have the right to terminate this Agreement upon failure of City to perform its obligations to the satisfaction of Association. Prior to exercising this right of

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

termination, Association shall provide City with a written notice specifying City's failure to perform and providing City with a reasonable opportunity to cure its performance. In the event that City fails to cure its performance, or in the event of subsequent failure to perform, Association shall have the right to immediately terminate the Agreement by providing written notice of termination to City.

Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

I hereby acknowledge and understand that the Association of which I am authorized to represent will abide by and comply with the terms and conditions as set forth in this Facility Use Agreement as well as all of the policies, procedures, guidelines, and rules contained within the City's Youth Athletic Association Handbook. I understand that failure of the Association or any of its members to comply may result in termination of this Agreement with the City.

**ALPHARETTA AMBUSH SOCCER CLUB,
INC.**

CITY OF ALPHARETTA, GEORGIA

By: _____
Doug Yearwood, President

By: _____
Jim Gilvin, Mayor

WITNESS:

APPROVED AS TO CONTENT:

By: _____
Kim Konopka, Director of Administrative Services

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
Jennifer McCall, City Attorney

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

EXHIBIT A – 2026 Facility Use Agreement Annual Association Schedule for Alpharetta Ambush Soccer Club, Inc.

MOU WITH CITY OF JOHNS CREEK

The City of Alpharetta Mayor and Council Members approved a resolution to enter into memorandum of understandings (MOU's) with the City of Johns Creek. The "Parks without Borders" MOU provides for a mutual waiving of non-resident fees for residents of each city who participate in the partner city's recreational soccer program. The MOU also allows residents of each partner city to register for the other city's recreational soccer program during the second week of registration instead of during the third week of registration. This MOU shall be in effect for the 2026 seasons and shall be renewed automatically with registration through the 2027 seasons unless either City delivers written notice of non-renewal to the other City at least ninety (90) days prior to the expiration of the term or any renewal term.

FIELD SPACE ALLOCATION FOR 2026

Field space at Webb Bridge Park and Innovation Sports Complex will be allocated by the city to the Association based on demonstrated need by the Association. Association shall use field space solely for the purpose of providing organized Association activities including but not limited to team practices, games, end of season tournaments, player clinics, coach clinics, referee clinics, camps, and tournaments organized solely by Association officials. The City reserves the right to use unscheduled field space for other activities, tournaments, camps, rentals, etc.

SPRING SEASON – January 1, 2026 – May 17, 2026:

- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- North Park Field 1 or 2 dependent upon availability.
- EXCEPTION to spring season field usage is as follows:
 - Additional tournaments and events may be added after the execution of this use agreement.

SUMMER SEASON – May 18, 2026 – July 25, 2026:

- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- North Park Field 1 or 2 dependent upon availability.
- EXCEPTION to summer season field usage is as follows:
 - Additional tournaments and events may be added after the execution of this use agreement.

FALL SEASON – July 26, 2026 – December 6, 2026:

- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- North Park Field 1 or 2 dependent upon availability.
- EXCEPTION to fall season field usage is as follows:
 - Additional tournaments and events may be added after the execution of this use agreement.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

Invoicing Schedule

The Association shall be responsible for submitting rosters to designated City staff in a timely manner for residency invoicing:

Youth Athletics SEASONAL INVOICING				
SEASON	ASSOCIATION	SEASON DATES	ROSTER VERIFICATION	INVOICE SUBMISSION
Fall	AYBA, AYSA, AMBUSH, NAFL,	Sept.-Nov.	Mid-November	Mid-December
Winter				
Spring	AYBA, AYSA, CF/Ambush Travel	Mar.-May	Mid-May	Mid-June
Summer	AYBA, AYSA	June-July	Mid-July	Mid-August

This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

TRAVEL/SELECT/ELITE TEAMS: Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practice and games.

To check residency: <https://alphagis.alpharetta.ga.us/AlphaGIS/>

2026 AMBUSH Contact

Name/Title: Doug Yearwood, President

Email: doug@alpharettaambush.org

Phone: 678-353-4027



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **ALPHARETTA AMBUSH SOCCER CLUB, INC.**

Business Type: **Domestic Nonprofit Corporation**

Business Purpose: **NONE**

Principal Office Address: **10945 State Bridge Rd., Suite 401-315, Alpharetta, GA, 30022, USA**

State of Formation: **Georgia**

Control Number: **0638727**

Business Status: **Active/Compliance**

Date of Formation / Registration Date: **5/4/2006**

Last Annual Registration Year: **2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Thomas O'Connor**

Physical Address: **12145 Magnolia Circle, Alpharetta, GA, 30005, USA**

County: **Fulton**

OFFICER INFORMATION

Name	Title	Business Address
Doug Yearwood	CEO	10945 State Bridge Rd., Suite 401-315, Alpharetta, GA, 30022, USA
Kimberly Konopka	Secretary	10945 State Bridge Rd., Suite 401-315, Alpharetta, GA, 30022, USA
Thomas O'Connor	CFO	10945 State Bridge Rd., Suite 401-315, Alpharetta, GA, 30022, USA

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Youth Athletic Associations



Alpharetta Youth Baseball Association



Alpharetta Youth Softball Association



Alpharetta Ambush Soccer Club



North Atlanta Football League

Organizational Requirements and Facility Use Agreement 2026

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

YOUTH ATHLETIC ASSOCIATION FACILITY USE AGREEMENT AND ORGANIZATIONAL REQUIREMENTS

Original approved by Alpharetta Recreation Commission – January 11, 2018

Updated for changes to Milton MOU – December 2021;

John's Creek MOU- December 2022

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ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

MISSION STATEMENT

Alpharetta Recreation, Parks and Cultural Services strives to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of Excellence, Stewardship, Integrity, Service and Loyalty.

(Adopted: February 14, 2013, by Alpharetta Recreation Commission)

Associations and the leaders of these Associations are expected to understand and promote the mission and philosophy of the City of Alpharetta to serve the citizens of Alpharetta. Association members are ambassadors for the City as well as their affiliate Association. While serving as a volunteer for the Association, members are expected to conduct themselves in an ethical and professional manner.

LEGAL AND ORGANIZATIONAL REQUIREMENTS

In order to qualify as a Youth Athletic Association (“Association”) and to operate on City of Alpharetta (“City”) property, each Association must adhere to certain minimum legal and organizational requirements. These requirements are a part of the Facility Use Agreement which must be signed by each Association prior to the operation of any activity on City property. These requirements are necessary in order to ensure the safety and well-being of all participating Associations.

The signing of the Facility Use Agreement indicates the Association’s assumption of the financial responsibility for the program, as well as the management of the program participants and volunteers. The City will not be held responsible for the finances or the program management. Violation of the above-mentioned responsibilities constitutes cause for the revocation of the agreement. The requirements are as follows:

1. ORGANIZATION STATUS

Each Association must register with the Secretary of State’s office as an organization. Proof of status must be on file with Alpharetta Recreation, Parks, and Cultural Services (“Department”).

2. BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Facility Use Agreement.

3. ELECTION OF OFFICERS

The Board of Directors (“Board”) shall be the governing body of each Association for the operation of the affairs of the Association as documented in the bylaws. Each Association board must be comprised of a majority of Residents upon election or appointment, and each Association should strive to achieve a minimum of fifty percent (50%) Residents on the Board. The Board of Directors must be elected annually or as mandated by the Association’s by-laws, but no less than once every two years, by the Association membership. A Department employee and a member of Alpharetta

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

Recreation Commission (“Commission”) must be notified of and invited to attend all Board meetings. The Department Director will appoint an employee liaison to the Board. The Chairman of the Commission will appoint the Commission liaison(s) to the Board on an annual basis.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least thirty (30) days prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location within the Association’s primary park when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

To serve as a member of the Association executive committee, a candidate must have a child actively participating in the Association program at the time of the elections.

The Association shall consider any and all qualified candidates interested in running for a Board position. The Association nominating committee shall prepare a recommended slate of officers and submit to the City for review at least thirty (30) days prior to the elections. The slate of officers must be advertised along with the notice of elections. Nominees must successfully pass the City’s criminal history check before being included in the slate of officers.

The Association must furnish a list of all elected board members, addresses, email addresses, telephone numbers (home and office) to the Department no later than one (1) month after the election. City will verify residency and notify Commission liaison of City resident percentage of newly elected board.

Board members are expected to adhere to the City’s volunteer code of conduct. Upon election of the board and no less than once every two years, board members shall review and sign the City’s volunteer code of conduct.

4. ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Association must provide copies of meeting minutes from Association membership and board meetings to Association members and City. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing board members, and any other necessary business. Efforts must be made to contact all members, and the Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

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5. CAPACITY PLAN

Each Association shall ensure that their total registration for each season does not exceed the capacity of the facilities available. Adequate time shall be allotted for each recreation team to practice and play games. Recreation teams shall have priority of field use for games and practices. Travel/select/elite teams shall be given available field time for practices and games after the recreation teams have been served.

Extra facility space is not available through the City. The Association may seek to utilize facility space at other non-City locations. The Association is financially responsible for field usage fees at non-City locations if applicable.

Field time not used by the Association reverts to the City for use as needed.

6. ASSOCIATION OPERATING BUDGET

Each Association must submit a formal budget to the City to coincide with the start of the Association's fiscal year. The submitted budget must detail revenues offsetting expenditures for the fiscal year, based on the Capacity Plan. Excess revenues should initiate an Association's review of program fees. Non-resident fees should not be included in the budget due to those fees being remitted to the City.

7. FINANCIAL REPORTS

The City assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the City with an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit/loss statement.

8. LIABILITY INSURANCE COVERAGE

- Each Association must provide comprehensive liability insurance coverage for all players, coaches, officials, volunteers, sub-contractors and all other association participants, a minimum of \$1,000,000 coverage stated for Project use, listing names and addresses of designated City venues (to be provided)

The City should be listed as an additional insured. A copy of the current liability insurance coverage policy should be filed with the City, submitted annually.

9. PARTICIPATION REPORTS

All Associations are required to submit a list of registered players to the Department no later than one (1) month after the end of the established program registration period. The list shall be provided in an electronic format (i.e. Microsoft Excel) and shall include each player's name, street address, and zip code. The Department will use the list to verify the resident status of registered players and shall not use the list to promote Department programs, without prior consent of the Association. After the City has verified the residency of participants, the City will issue an invoice to the Association for non-resident fees payable to the City.

NOTE: It is imperative that participation information be sent to the Department as soon

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as possible for Department to verify addresses. Association may send participant information at any time during their registration period for Department to check residency status of participants.

10. REGISTRATION

Associations are encouraged to provide registration dates to the Department in time for inclusion in Department program guides or other promotions. City will notify Associations of the deadline to submit information. The City provides a link to Association websites at www.alpharetta.ga.us. Associations must notify City of any web address changes. Associations are encouraged to establish Facebook events for seasonal registration dates, and to invite the Department page as a co-host at www.Facebook.com/AlpharettaRecreation.

11. CITY RESIDENCY REQUIREMENT FOR TRAVEL/SELECT/ELITE TEAMS

The mission of the Department is to provide quality programs and services to the citizens of Alpharetta. Youth select athletic programs provide high level athletic competition and opportunities for young people. Residency requirement guidelines ensure travel/select/elite teams are formed in the best interest of the City resident participants, to ensure City residents are fairly represented on these teams, to ensure City assets and resources are utilized in the best interest of City resident participants, and to foster long-term success of the Association's competitive youth athletic program.

GUIDELINES:

- A. Open, advertised tryouts must be held prior to team formation. Players are not guaranteed positions on any teams prior to the first tryout date.
- B. For these guidelines, the word "Resident" shall only include residents of the City of Alpharetta.
- C. Each travel/select/elite team must have a minimum of 50% Residents.
- D. Each travel/select/elite team must adhere to the COA guidelines and policy on team formation of Alpharetta Ambush Academy and Select teams dated May 18, 2010.

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e., a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through the remainder of the season.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

12. FACILITY USE - RESTRICTIONS

Each Association is organized to provide league play for youth, including player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, and post-season tournaments. All field use shall be coordinated with the Department using whatever methods are agreed to by the parties to ensure proper preparation and care of the facilities. Hosting of camps and tournaments involving participants from outside the association's own program along with participants in the Association's own

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program is allowed but requires coordination with and written consent of the Department. Field rental fees and staff fees may be applicable. Associations must seek approval from the City to host outside camps and tournaments at the parks at least ninety (90) days prior to the proposed event. Staffing fees for these kinds of events may apply. The Association is specifically not permitted to sublet facilities to any individual or organization. The Association's Facility Use Agreement is for the Association's own use.

Associations may not schedule or host any activities at Wills Park on July 4th and 5th due to the City's annual July 4th celebration and fireworks, and day-after park clean-up. Associations may request special permission from the Department Director to schedule or host any activities at Wills Park on July 4th and/or 5th. The decision shall be made by the Department Director in his sole discretion.

The City reserves the right to restrict facility use on other dates when there are special events hosted by the City, the Department, or a non-City entity utilizing City facilities for a tournament, clinic, camp, etc. deemed appropriate and beneficial to the City. These dates, if applicable, will be included in the annual facility use agreement or will be communicated to the Association as soon as the dates are confirmed.

13. CAPITAL IMPROVEMENTS

The Department formally evaluates the condition of all park facilities and amenities twice per year. During these inspections, Department staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Department based on safety, vandalism, functionality, aesthetics, etc.

During the City budget process (mid-year and/or fiscal year), Department staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include cost estimates and justification and shall be presented to the Commission for review. The Commission shall prioritize the list of projects and may add or delete any projects recommended by staff. The Commission shall approve a capital improvements project budget request to be provided to the City Budget Review Committee and/or Mayor/Council for consideration during the budget process.

Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the Commission liaison and the Department Director and/or his designee no later than early December prior to the start of the budget process. The Director determines whether or not to include recommended projects in the list that is given to the Commission. Financial partnerships (50/50) between the Associations and the Department are encouraged.

14. ANNUAL PRESENTATION

The President/Commissioner of the Association will be invited to the December meeting of the Commission in order to make a brief presentation on the activities of the Association during the past year and its plans for the following year. Each Association representative will be asked to submit a written report electronically to the City at least one week prior to the meeting. Presentation at the meeting and submission of a written

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report are both mandatory annual requirements.

15. CHANGES TO PROGRAM CONTENT, STRUCTURE, PHILOSOPHY, ETC.

Each Association shall communicate to the Commission liaison(s) and employee liaison(s) any and all substantial changes in their program. For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the Association which would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- Addition/elimination of any age or skill level
- Addition/elimination of any component of overall program content (i.e. cheerleading, flag football, fast pitch softball, out-of-park All Stars, Sunday select, summer or winter league play, etc.)
- Association by-laws
- Board structure and composition
- Schedule of fees for participants
- Anything that would be in direct conflict with existing City/Department policies

Association shall notify liaisons as soon as the idea for a substantial change is included on an Association meeting agenda. Upon notification by the Association, the Commission and/or employee liaison shall communicate the information to the Department Director or his/her designee. Before any action shall be taken by the Association to implement the substantial change, the Association shall prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the Association, citizens of Alpharetta, and the City; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

The Department shall determine the level of approval needed for the Association to implement the substantial change. The approval levels are noted as follows:

- a. Association Board and members only
- b. Department Director or his/her designee
- c. Recreation Commission Sub-Committees
- d. Alpharetta Recreation Commission
- e. Alpharetta Mayor and City Council

16. SPONSORSHIPS/ADVERTISING

Associations are not permitted to display permanent advertising signage of any kind on fences, dugouts, concession buildings, grounds, roadways, etc.

Associations are allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for Associations to assist the City in funding capital projects benefitting the parks and facilities they use. Associations are not permitted to obtain sponsorships, including direct financial aid and/or in-kind

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

donations, from any religious organization, individuals, and businesses that compete with contractual obligations of the City. Sponsors must be in good taste and appropriate for City Park environment (i.e. alcohol and/or tobacco-related products/businesses are not allowed to advertise in City parks).

Associations must request in writing to the Department Director permission to display sponsor banners in the parks. With approval of the Department Director, sponsor banners may be displayed on fences only during games. All banners must be taken down immediately at the conclusion of the last game of the day.

Associations are encouraged to support the City's Scoreboard Sponsor Program as a fundraising opportunity for Associations. Associations are assigned certain scoreboards and may sell advertising on these scoreboards per the terms of the City's Scoreboard Sponsor Program. Contact Department Director or his/her designee for information on the City's Scoreboard Sponsor Program.

REQUIREMENTS OF ASSOCIATIONS

1. FACILITY USE AGREEMENT

Any Association operating on City property must sign a Facility Use Agreement with the City. The agreement is issued prior to the start of the calendar year and specifically identifies the facilities to be used by the Association and the terms of that use.

Adherence to all policies and procedures in this manual is considered part of the Facility Use Agreement. The City retains the right to change these guidelines and policies at any time, without advance notice, as it deems appropriate. Any changes will be communicated to the Association within five (5) business days after the change has been made and approved.

In accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.

With respect to renewal of this agreement, any Association currently holding a Facility Use Agreement will receive priority, unless the City has reason to revoke the agreement. Facilities not in use will be distributed on a first come first served basis.

2. COACH CERTIFICATION AND TRAINING

Association must provide coach certification and/or training for all head and assistant coaches of each team. It is the responsibility of the Association to ensure that their volunteers complete all legally mandated training programs before being permitted to coach a team. Association must provide documentation of such training to the City upon request.

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A comprehensive training program should include but not be limited to the information listed below:

- Sport Specific Training
- How to Organize Practices
- Communication with Parents
- Basic First Aid and CPR/AED
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Requirement
- Severe Weather Policies and Procedures
- Heat and Hydration Guidelines
- Association Mission/Expectations
- Association Relationship with the City

3. SELECTION OF COACHES

Associations are responsible to select qualified coaches for their program. Each Association shall establish their own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

4. FEES AND CHARGES

Note: Each Association will adhere to fee policies set by the City, including fees that may not yet be currently established.

Registration Fees

All registration fees shall be fair and equitable to all participants. Associations shall communicate to participants what the registration fee covers, including the number of practices and games per season. Registration fees shall be derived from predicted costs to operate the program, to fund Association operations, and to fund park capital improvements (current and future) that mutually benefit the City and Association.

Registration fees shall include the total cost of operating the association's program to include but not limited to; cost of uniforms, player awards, umpires/officials, equipment for the league/teams, first aid supplies, marketing, web administration, general maintenance of facilities, etc.

Non-Resident Fees

All program participants who reside outside the city limits of Alpharetta will be assessed a non-resident fee. Association shall pay the City non-resident fees for each Association non-resident participant in their program. This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

Association non-resident fees shall be calculated at 75% more than the resident registration fee.

Note: the dollar amount of the Association non-resident fee shall not exceed the highest non-resident fee charged to participants in youth athletic programs managed directly by the Department. (Department's highest recreation league non-resident fee shall be the

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maximum for the Association's recreation league non-resident players. Department's highest travel/select league non-resident fee shall be the maximum for the Association's travel/select/division 1 league non-resident players.)

At least two (2) weeks before the advertisement/announcement of registration and non-resident fees for a particular season, the Association must submit a fee schedule to the Department. The Department will review the fee schedule and will have final approval of any and all non-resident fees.

The Association will be responsible for the determination of city residence during the registration period. Within one (1) week after receiving the Association's participation list with addresses, the Department will verify player residency and report information to the Association. The non-resident fee will be paid directly to the City of Alpharetta based on the Department's verification of player residency. The Association is responsible for remitting non-resident fees for all non-City participants, regardless of whether or not it was collected by the Association.

City of Alpharetta employees and their immediate family members, regardless of where they reside, are considered Residents and may register during the Resident registration period. Non-resident fees are waived for these participants. Associations should contact the Department to verify employee status.

Scholarships

The Association should make available a reasonable number of scholarships for participants requiring assistance. The Association shall determine the eligibility criteria for scholarship recipients and shall determine whether or not to charge non-resident fees to scholarship recipients. Regardless, the Association is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City.

Admission Fees

Associations are not allowed to require an admission fee to any normal association play. Admission fees may be collected for tournament play or other special events, upon approval of the Department. The Association must submit a letter of request in order to have an admission fee request approved.

5. PROGRAM/FACILITY SCHEDULES

Associations are required to submit all master schedules to the Department **prior** to the beginning of use of any City facility. This includes tryout dates, practice schedules, opening ceremonies, game schedules, special events such as player clinics, travel team schedules, etc. These schedules should be submitted thirty (30) days prior to the beginning of any program. Facility use outside the scope of the Facility Use Agreement must be requested through the Department and is not guaranteed.

6. SAFETY/ACCIDENT PREVENTION

Associations are responsible for operating their programs in a safe and effective manner. All fields, equipment and other facilities should be inspected before each use.

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Associations should have an adequate number of adults present at each scheduled activity to supervise the participants from the outset to the close of the program. League officials are responsible for insuring that all programs are operated under safe weather conditions. Safety plans should be implemented in case hazardous situations should occur.

7. DISCRIMINATION

Associations must provide equal opportunity without regard to race, color, religion, sex, national origin, age, veteran's status, and disability. Associations must comply with the Americans with Disabilities Act (ADA) of 1990 and provide reasonable accommodations to members of the public, if so requested, unless participation would create a risk to any participant.

8. MAINTENANCE/FACILITY UPKEEP

The Department will be responsible for all field and facility preparation for all practices and games. This includes game day facility preparation, grass mowing, and lining of baseball and softball fields. Parks Services staff will prepare fields only once per day, usually in the morning. Staff is not available to prepare fields on Sundays. Staff is not responsible for lining of grass football fields.

Associations are responsible to report any and all facility maintenance issues to the Department as soon as they are noticed.

Associations are required to provide safe sports equipment for participants.

Associations are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This includes playing areas, walkways, restrooms, press boxes, concession stands, dugouts, etc.

Associations should take proper steps to ensure that scheduled activities do not infringe on park neighbors or other park users. This includes reducing excessive noise, excessive traffic, parking problems, etc.

9. WEATHER POLICIES

The Department will determine if fields are playable. Associations will be notified as early as possible if the fields are not playable. Associations are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the Department's normal business hours, the Association is responsible for determining field playability. Associations are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players foremost.

Associations must adhere to the **City's Severe Weather Policy**. For the safety of all, the City of Alpharetta observes the following severe weather procedures for all outdoor programs: Any flash or sound (thunder) which indicates diminishing weather conditions will result in the immediate suspension of any outdoor activities for a safe waiting period of **thirty (30) minutes**. All participants will be encouraged to seek shelter immediately.

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Department staff and/or on-site supervisors will monitor conditions during this time. Subsequent flashes or sounds will result in an extended safe waiting period until it is determined by staff or on-site supervisor either that conditions are safe to resume scheduled outdoor activities, or that conditions have deteriorated to the point of canceling the outdoor activities.

Associations that do not have their own established **Hydration and Heat Guidelines** must adhere to the Hydration and Heat Related Guidelines observed by the Department. In summary, outdoor activities must be canceled if the WBGT (Wet Bulb Globe Temperature) is over 92 degrees. Additional guidelines also apply. A copy of the guidelines in their entirety will be provided to Associations.

Associations that do not have their own established **Cold Weather Policy** must adhere to the Cold Weather Policy observed by the Department. The policy is as follows: If the official Alpharetta, GA temperature according to www.weather.com is forecasted to be 30 degrees or lower at the time of the scheduled practice or game, it is recommended that the scheduled event be cancelled. If the temperature reaches 25 degrees, it is mandatory the event be cancelled.

The Department may cancel and/or postpone all youth programs and activities whenever Fulton County Schools are closed for inclement weather. If Department cancels programs, Associations shall also cancel programs.

10. CONCESSIONS OPERATIONS

Associations must comply with Fulton County Health Department regulations for concessions operations. Associations are required to purchase their own supplies and equipment, such as microwave, popcorn machine, nacho machine, crock pot, etc.

Associations are required to comply with the terms and conditions of City contracts with food and/or beverage providers for concession operations. Failure to adhere to the terms of any City contracts with concessions providers may result in termination of the facility use agreement. Contact the Department Director or his/her designee for information on current contracts.

Each Association that utilizes the services of a contract vendor (“for-profit” business or individual) to provide concession operations is required to pay the City 15% of all gross receipts from concessions. Gross receipts will constitute any and all revenues collected from sales of concessions. This 15% must be paid directly to the City and held by the City for projects the Association requests (in escrow). Projects for future park improvements require Department Director and Recreation Commission approval. All capital improvements must be completed prior to the start of the following season unless the City agrees that it is in the best interest of the City to delay the completion of the capital improvement.

Each Association that utilizes volunteer board members and/or parents to operate the concession stand is not required to remit a percentage of revenue to the City.

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Concession facilities must be cleaned after each use and at the end of the season. Necessary building maintenance and vandalism should be reported to the City.

11. RESTROOMS

It shall be the responsibility of Associations to ensure that restrooms are inspected after each program session. The City is responsible for the supply of paper products and general maintenance that may occur.

12. SECURING OF FACILITIES

An Association Board member, Coach or Club Approved Field Marshall should be responsible for securing facilities after each use, including all practices and games. This includes closing and locking of all buildings, the turning off of all lights and scoreboards, and ensuring all necessary gates are closed and secured. Association board members and coaches are asked to turn off lights and scoreboards immediately following the last practice or game of the night, instead of waiting for the timer to take effect.

13. KEYS

Keys to all required facilities will be distributed to the Commissioner/President of the Association and may be distributed to the necessary individuals. A list of all individuals who have keys in their possession shall be submitted to the Department. The Association is responsible for returning all issued keys at the conclusion of the program. Any unreturned keys are subject to a fine at the discretion of the City. Periodically, the Department will change the locks and/or combinations to buildings, gates, and electrical boxes. The Department will notify affected Association of any changes and will supply new keys/combinations as needed.

14. PUBLICITY

Associations must provide the Department with information at least two (2) weeks prior to publicizing the information to past and potential participants and on the Association website. The purpose of this is to ensure that guidelines for registration and fee structures (resident/non-resident) are followed by each Association. The Department will review information and notify Association within five (5) business days if any changes need to be made in order to comply with established guidelines.

The Department will provide links to Association websites on the City's website, www.alpharetta.ga.us. The Association must notify the City if the web address changes. Associations may request assistance from the City to help with marketing of registration. City may send news releases to local media outlets, email notifications to Department participants, include information in the City's e-newsletter and the Department's Facebook page. The City will not pay for Association advertising, flyers, mailings, etc.

15. PUBLIC USE OF FIELDS

The Facility Use Agreement applies only to organized league play for the duration of the agreement as specified on the agreement. Unless otherwise scheduled, the facilities are available to the public on a first come first serve basis or may be rented by the Department to outside groups for activities deemed appropriate and beneficial to the City.

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The terms of any facility rental agreements between the Department and outside groups are established and agreed upon solely by the City and the group renting the City's facilities. These agreements are independent of the lease agreements with the Associations. The City will not rent facilities to teams and programs that compete with the City's partner Associations. The City may host large tournaments through the Alpharetta Convention and Visitors Bureau.

16. ACCIDENT/INCIDENT REPORTS (attached)

The Association is responsible for filing an accident/incident report to the City which documents the details of any accident, injury, or incident which occurs on City property. The report should detail what occurred, the time of the accident/incident, where it occurred, who was involved, and who witnessed the accident/incident and filed the report. A copy of the accident/incident report is included in this manual. The report shall be submitted to the Department within two (2) working days of the accident/incident. Any and all accidents/incidents must be reported!

17. PARTICIPANT EVALUATIONS

All participants in Association programs must be given an opportunity to complete a participant evaluation at the conclusion of each athletic season in which he/she participated. The evaluation should include questions pertaining to the administration and organization of the program (i.e., ease of registration, quality of the coaches, program structure, program content, etc.), and the condition and appearance of the Department facilities. The Association should ask participants for comments and suggestions to improve the program. A summary of participant evaluations should be prepared and distributed to the Association Board, the Department, and the Recreation Commission within two (2) months at the end of each season. Upon request, the Association must make completed participant evaluations available to the Department and/or Commission. The City reserves the right to conduct independent participant surveys.

18. GRIEVANCE PROCEDURE

All participants must have due process to address any grievances with the Association's Board at a scheduled meeting.

19. COMPLAINT PROCEDURE

Any written complaint regarding a coach, league official, umpire, etc., should be copied to the Department Director.

20. BACKGROUND CHECK - VOLUNTEERS

All Association board members and any individual who wants to coach a youth team shall go through the City's criminal history background check once per calendar year. All potential volunteers must complete the Request for Criminal History form and provide a copy of valid photo identification. An Association representative shall be designated to collect the documentation and shall submit this to the designated Department staff, who will coordinate with Alpharetta Department of Public Safety.

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The Recreation Services Manager confers with the Department Director on any problematic criminal history background checks. Any individual who does not meet City standards for criminal history background check will not be allowed to coach in the youth league and should not be assigned a team. Potential volunteers who refuse to provide information necessary to complete the criminal history background check shall not be allowed to volunteer.

NOTE: Associations are responsible for collecting and submitting criminal history background check documentation (forms and photo ID) at least one (1) month prior to finalizing team coaching assignments. This will allow ample time for the criminal history background check to be completed. Association will be notified of any and all potential volunteers who do not successfully pass the City's criminal history background check. It is the Association's responsibility to inform volunteers of the outcome of their criminal history background checks. The City provides a process for any denied application to request an appeal of decision. This information is available upon request. The Department strongly encourages all Associations to submit background checks for potential assistant coaches.

21. BACKGROUND CHECK – OFFICIALS AND UMPIRES

Each Association who has a contractual agreement with an outside vendor to provide officiating services for the Association shall require, as part of the written agreement, that all officials/umpires who will be scheduled to officiate at Association activities complete a criminal history background check prior to officiating any games for the Association. The criminal history background check should be performed once per calendar year. The Association shall require appropriate documentation of completion of background checks. Documentation must be maintained on file by the Association.

22. MANDATORY REPORTING LAW

Volunteers who work with children are required by law to report suspected child abuse. The mandatory reporting requirement is a provision in HB 1176, the criminal justice reform bill signed by Governor Nathan Deal on May 2, 2012. Specifically, HB 1176 changed the definition of "child service organization personnel" to include volunteers. The law defines "child service organization personnel" as follows: "Child service organization personnel" means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

It will be the responsibility of each Association to ensure that all volunteers and contracted vendors are notified of the law. All Association volunteers must complete a training program before being allowed to serve as a volunteer for the Association. The City will provide access to online training for volunteers as available.

23. CONCUSSION AWARENESS POLICIES AND PROCEDURES

HB 48 by the Georgia Legislature requires agencies to educate youth athletes and their parents on the dangers of concussions in youth athletic activities. The Georgia Department of Public Health is referring everyone to the “Heads Up – Concussion in Youth Sports” program offered by the CDC. The following is a link to the program: http://www.cdc.gov/concussion/HeadsUp/online_training.html.

It is the policy of the Department to educate coaches, referees, employees, instructors of at-risk activities, trainers, parents, and participants of the signs, symptoms and behaviors consistent with sports- and activity-induced concussions. Further, the Department requires that any participant, under the age of 18, suspected of a concussion or head injury must be removed from the activity and it is recommended that the participant be examined by a licensed health care provider. If a participant is deemed by a licensed health care provider to have sustained a concussion, Department personnel or other designated personnel (coaches, referees, instructors of at-risk activities, trainers, and parents) shall not permit the participant to return to play until he or she receives documented clearance from a licensed health care provider for a full or graduated return to play.

A full copy of the Department’s policies and procedures is available upon request.

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FACILITY GUIDELINES AND ORDINANCES

Associations are responsible for adherence to all City and park ordinances.

1. HOURS OF OPERATION

City facilities open at 8:00am and close at 11:00pm. Associations are not allowed to conduct a program prior to 8:00am and after 11:00pm, unless prior written approval has been given by the Department.

2. USE OF PARKS FOR GOLF PRACTICE

Parks may not be used for golf practice, with the exception of disc golf which is permitted at the disc golf course at Wills Park.

3. MOTOR VEHICLES IN PARKS

Motorized vehicle operation is restricted to prescribed paths, marked roadways, driveways, and parking lots. This also applies to parking in areas other than designated parking spaces. Unauthorized vehicles are not allowed in “plaza” areas of ball fields without permission from the Department.

4. LITTER CONTROL

It is unlawful to litter. Each Association is responsible for insuring that all fields, parking lots, restrooms, dugouts, bleachers, concession areas, etc. are kept clean and litter free on a daily basis. Clean up fees may be assessed to Associations not adhering to this policy. All litter should be picked up and placed in the proper containers.

5. ALCOHOL BEVERAGES

Per City ordinance, the selling or consumption of alcoholic beverages on park property is strictly prohibited.

6. TOBACCO USE

Per City ordinance, the use of any and all tobacco products on park property is strictly prohibited.

7. ANIMALS IN PARKS

Other than service animals, it is against park regulations for any individual who possesses or is in charge of a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner’s responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. For the safety of all, pet owners are required by law to obey Fulton County leash laws while visiting city of Alpharetta Park facilities.

8. NOISES AND SOUNDS PROHIBITED

It is unlawful for any person to make, continue or cause to be made any loud, unnecessary, or unusual noises that annoy, disturb, injure, or endanger the safety or comfort of others in the area.

9. CLOSING OF BALLFIELDS

The Department may close to the Association and/or public any ballfield or facility for maintenance purposes. Such facilities will be posted, and it is unlawful for any person to enter a closed facility.

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PARK/FACILITY REGULATIONS

1. Associations conducting youth activities on City facilities must have at least one (1) adult present for every fifteen (15) youth participating in an activity to supervise all scheduled activities from the outset to the conclusion of the activity.
2. Participants, Spectators, Parents, Coaches, or Officials of an organization must display appropriate conduct while operating activities on City facilities and must adhere to the Department's Code of Conduct. A copy of this document is available upon request. Association is responsible to provide this information to the appropriate parties. Continuous failure to do so could result in the termination of this agreement.
3. The Association shall be responsible for any damage incurred to the facilities while in use by the Association. Persistent damage to City facilities while in use by the Association could result in agreement revocation.
4. The Association is responsible for policing the area around athletic fields, plaza areas, parking lots, rest rooms, concession stand, dugouts, and walkways. This must be completed upon the conclusion of each activity.
5. Association representatives are responsible to report any/all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.
6. The Department will supply locks for all required facilities and structures. Keys and/or combinations will be distributed as per Department policy.
7. The City shall be responsible for mowing the grass, moving bleachers, general maintenance, etc., unless otherwise specified in the agreement.
8. A designated Association member must make sure the facilities are secure and all lights turned off before departing the area.
9. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.
10. Bicycles, roller blades, skateboards are prohibited on walkways or other designated areas.
11. No game shall begin after 10:00pm; every effort should be made to conclude by 11:00pm.
12. Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department: 678-297-6152, athleticprograms@alpharetta.ga.us.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

DEPARTMENT PERSONNEL AND CONTACT INFORMATION

Director

Morgan Rodgers, CPRP 678-297-6103 mrodgers@alpharetta.ga.us

Administrative Office Coordinator

Sarah Bausano 678-297-6104 sbausano@alpharetta.ga.us

Wills Park Manager – Park Facilities,

Equestrian Center

Matt Casey, CPRP 678-297-6122 mcasey@alpharetta.ga.us

Parks Services Manager – Park Supervisors, Greenway

Eric Milley, CPO, CPSI 678-297-6106 emilley@alpharetta.ga.us

Park Supervisor II

Barry Pike (Greenway) 678-297-6125 bpike@alpharetta.ga.us
Chris Anderson (North Park) 770-891-9862 canderson@alpharetta.ga.us

Nate Hand, CPSI (Webb Bridge) 770-751-7841 nhand@alpharetta.ga.us

Administrative Assistant II - Parks

Ruby Flynn 678-297-6123 rflynn@alpharetta.ga.us

Community Services Manager

Amanda Musilli 404-314-1245 amusilli@alpharetta.ga.us

Communications Manager

Deanna McKay 678-879-2568 dmckay@alpharetta.ga.us

Cultural Arts Services Manager

Kim Manning 678-297-6078 kmanning@alpharetta.ga.us

Alpharetta Arts Center 678-297-6135 arts@alpharetta.ga.us

Recreation Services Manager

Christine Young 678-297-6154 cyoung@alpharetta.ga.us

Recreation Centers/Program Areas

General Information 678-297-6100 recreation@alpharetta.ga.us

Athletics Supervisor II- Tyler Spinnenweber 678-297-6163 athleticprograms@alpharetta.ga.us

Alpharetta Community Center (Wills Park) 678-297-6100 accprograms@alpharetta.ga.us

Alpharetta Adult Activity Center (North Park) 678-297-6140 activeadults@alpharetta.ga.us

Wills Park Recreation Center (Wills Park) 678-297-6130 wprcprograms@alpharetta.ga.us

Wills Park Pool, Aquatics and Wellness 678-297-6153 aquatics@alpharetta.ga.us

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City of Alpharetta Citizen Accident / Incident Report Form

Name:		Phone:		Date	
Event Attending:				Time	☐ AM ☐ PM
Event Sponsor:			Phone:		
Address of Accident/ Incident:					
Facility/ detailed area where Accident/ Incident occurred:				Number of persons involved:	
Police notified: ☐ Yes ☐ No		EMS notified: ☐ Yes ☐ No		Is injured party a minor? ☐ Yes ☐ No	
Parent/ Guardian Notified: ☐ Yes ☐ No		Name of Contact			
Method of notification		Phone Number			
☐ Phone		Email Address			
☐ Email					
☐ In Person					
Witnesses to the accident/ incident					
Name (print)		Signature		Phone	
				Day: Evening:	
				Day: Evening:	
				Day: Evening:	
Accident/ Incident Summary (WHO CAUSED INCIDENT, WHAT HAPPENED TO CAUSE INCIDENT, WHERE DID THE OCCUR):					
If applicable, who offered treatment options:			What treatment was provided?		
Did injured party request medical treatment: ☐ Yes ☐ No			** Photos of Incident/ Accident Site taken: ☐ Yes ☐ No		
If minor, parent name:			Signature		
Person completing form:					
		(Print Name)	Signature	Date	
		Day Phone	Evening Phone		

** Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident.

Fax the completed form to the Finance Department at 678-297-6063.

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ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

ASSOCIATION CHECKLIST

REQUIRED ANNUALLY AND/OR BEFORE SEASON BEGINS EACH YEAR:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
Proof of Non-profit status submitted to ARPCS	On file each year	_____
Current Association by-laws to ARPCS	On file each year	_____
Copy of Certificate of Insurance naming ARPCS as a certificate holder	On file each year	_____
Open election of Board of Directors	On file each year	_____
Annual membership meeting	Annually	_____
Coach Background Check Consent Forms	Annually	_____
Signed Facility Use Agreement	Annually	_____
Financial Statements – to include the following;	Annually	_____
1. Summary of operating budget, income and expenses		
2. Summary of capital expenditures		
3. Registration fees charged to participants		
4. Federal and State tax returns		
5. Profit and Loss statement		
Slate of nominated officers and home address to ARPCS 30 days before elections		_____
List of elected officers to ARPCS	One month after elections	_____
Rosters to ARPCS	One month after end of registration period	_____
Master Schedule to ARPCS (tryouts, practices, games)	1 month before season	_____

REQUIRED AFTER THE SEASON ENDS:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
Participant Evaluation Summary to ARPCS	2 months after each season	_____
Payment of Non-Resident Fees to City	3 months after each season	_____
List of Certified Coaches to ARPCS	Provide upon request	_____

REQUIRED SEASONALLY/AS NEEDED:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
List of key holders to ARPCS	Update as necessary	_____
Accident/Incident Reports	As necessary	_____
Copy of Coach Complaint to ARPCS	As necessary	_____
Information for ARPCS promotions	TBD by ARPCS	_____

**Due Dates for each Association will be discussed and agreed upon with each Association Commissioner/President during the contract review process. Some Due Dates will vary per Association, based on Association fiscal year.*

Note: ARPCS = Alpharetta Recreation, Parks, and Cultural Services

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

FACILITY USE AGREEMENT

This agreement made this 11th day of November, 2025 by the City of Alpharetta and Alpharetta Youth Baseball Association, Inc., a non-profit organization called the “Association”.

Witnessed:

In consideration of the mutual agreements contained in this document, the City and Association agree as follows:

1. The Association agrees to provide a youth sports program (organized league play) as a service for the City in accordance with all policies and procedures for youth sports associations operating on city property previously set forth, (including the Youth Athletic Association Facility Use Agreement and Organizational Requirements) and attached in this agreement.
2. This Facility Use Agreement shall begin on the Effective Date and terminate on December 31, 2026. Thereafter, in accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.
3. The City agrees to authorize the Association the use of fields and facilities as listed below at Webb Bridge and Wills Park. The agreement includes use of all support structures (dugouts, lights, press-boxes, concession stands, storage facilities, bleachers, batting cages, fencing, etc.) for approved league play unless otherwise specified. See Exhibit A for detailed information on days and times of approved use of fields and facilities.
4. The Association agrees the facilities will be used in a safe manner, and in compliance with all applicable federal and state laws and City ordinances, rules and regulations.
5. Association shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Association without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have and shall not be a waiver of any subsequent breach of terms or conditions.
7. The City may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.

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8. It is agreed and understood that the Association shall indemnify and hold the City, its agents and employees harmless from any and all liability, costs, legal fees, expenses, damage or injury to participants or property, and any claim or causes of action arising out of the performance of this agreement or negligence.
9. This agreement may be modified only by a written agreement between the City and the Association.
10. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
11. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers or employees.
12. For the purpose of this agreement, any notices required to be sent to the parties shall be mailed to the following respective addresses:

ASSOCIATION NAME: Alpharetta Youth Baseball Association, Inc.

ADDRESS: P.O. Box 955

CITY/STATE/ZIP: Alpharetta, GA 30009

PHONE: 678-571-5193

WEBSITE: wpyba.org

EMAIL: a

CITY: Alpharetta Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attn: Athletics Supervisor
678-297-6163
athleticprograms@alpharetta.ga.us

13. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
14. The City has designated the Athletics Supervisor II for the City as its contact person, coordinator, and liaison person with the Association in the execution of the terms of this agreement.

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15. The Association shall not have the right to assign the interest it holds in this agreement.
16. The facilities shall not be used for any purpose other than those designated within this agreement, without the written consent of the City.
17. The Association may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Association members agree to abide by all City policies and procedures as attached in this agreement.
19. The Association will adhere to fee policies set by the City, including fees that may not yet be currently established.
20. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of ARPCS. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
21. The Association acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the Association under this Facility Use Agreement were funded by the taxpayers of the City and are owned by the City, and further due to the fact that the recreation fees generated from the availability of such fields, the Association is subject to the Open Records and Open Meeting laws of the state of Georgia. The Association agrees to comply with those laws. To the extent that the Association is uncertain or needs assistance as to proper compliance with such laws, the City shall provide such assistance and guidance. The Association further agrees that all books and records of the Association shall be made available to the City of Alpharetta as and when requested for review or audit.
22. City shall have the right to terminate this Agreement upon failure of Association to perform its obligations to the satisfaction of City. Prior to exercising this right of termination, City shall provide Association with a written notice specifying Association's failure to perform and providing Association with a reasonable opportunity to cure its performance. In the event that Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the Agreement by providing written notice of termination to Association.

Association shall have the right to terminate this Agreement upon failure of City to perform its obligations to the satisfaction of Association. Prior to exercising this right of

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

termination, Association shall provide City with a written notice specifying City's failure to perform and providing City with a reasonable opportunity to cure its performance. In the event that City fails to cure its performance, or in the event of subsequent failure to perform, Association shall have the right to immediately terminate the Agreement by providing written notice of termination to City.

Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

I hereby acknowledge and understand that the Association of which I am authorized to represent will abide by and comply with the terms and conditions as set forth in this Facility Use Agreement as well as all of the policies, procedures, guidelines, and rules contained within the City's Youth Athletic Association Handbook. I understand that failure of the Association or any of its members to comply may result in termination of this Agreement with the City.

**ALPHARETTA YOUTH BASEBALL
ASSOCIATION, INC.**

CITY OF ALPHARETTA, GEORGIA

By: _____
Matt Pringle, Commissioner

By: _____
Jim Gilvin, Mayor

WITNESS:

APPROVED AS TO CONTENT:

By: _____
Kristen Shepherd, Secretary

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
Jennifer McCall, City Attorney

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

EXHIBIT A – 2026 Facility Use Agreement

Annual Association Schedule for Alpharetta Youth Baseball Association, INC. (AYBA)

MOU WITH CITY OF JOHNS CREEK

The City of Alpharetta Mayor and Council Members approved a resolution to enter into memorandum of understandings (MOU's) with the City of Johns Creek. The "Parks without Borders" MOU provides for a mutual waiving of non-resident fees for residents of each city who participate in the partner city's recreational baseball program. The MOU also allows residents of each partner city to register for the other city's recreational baseball program during the second week of registration instead of during the third week of registration. This MOU shall be in effect for the 2026 seasons and shall be renewed automatically with registration through the 2027 seasons unless either City delivers written notice of non-renewal to the other City at least ninety (90) days prior to the expiration of the term or any renewal term.

FIELD SPACE ALLOCATION FOR 2026

Field space at Wills Park and Webb Bridge Park will be allocated by the city to the Association based on demonstrated need by the Association. Association shall use field space solely for the purpose of providing organized Association activities including but not limited to team practices, games, end of season tournaments, player clinics, coach clinics, umpire clinics, camps, and tournaments organized solely by Association officials. The City reserves the right to use unscheduled field space for other activities, tournaments, camps, rentals, etc.

- All tournament play, whether AYBA, or subbing out through AYBA, must be scheduled through ARPCS Parks staff. ARPCS will accommodate subbed tournaments through AYBA up to 45 games per day. If more than 45 games per day are scheduled for any tournament, the organizer must provide additional staff and use AYBA equipment only at no cost to ARPCS.
- Any additional events i.e., camps, clinics, tournaments, need a minimum sixty (60) day notice. If there are less than sixty (60) ARPCS may not be able to guarantee fields or staff.
- No outside amendment to infield mix (kitty litter, stone dust, etc.) added to infield other than what is provided by ARPCS. Any violation is subject to a minimum \$250 fine per field per incident.

SPRING SEASON – January 1, 2026 – May 17, 2026:

- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- EXCEPTION to spring season field usage is as follows:
 - Association agrees to share field space at Webb Bridge Park baseball fields 3 and 4 as needed to accommodate the City's youth soccer program.
 - Additional tournaments and events may be added after the execution of this use agreement.

SUMMER SEASON – May 18, 2026 – July 25, 2026:

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- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- EXCEPTION to summer season field usage is as follows:
 - Wills Park, June 2026, Braves Country Battle Tournament. Exact dates TBD
 - Some fields could be closed for repair and maintenance during the summer season. Planned summer field closures will be communicated to Association by end of April 2026.
 - Wills Park facilities are not available on the following dates: July 4 (Fireworks)
 - Wills Park and Webb Bridge Park, June & July 2026, Atlanta Braves Youth Baseball Tournaments. Exact dates TBD
 - Additional tournaments and events may be added after the execution of this use agreement.

FALL SEASON – July 26, 2026 – December 6, 2026:

- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- EXCEPTION to fall season field usage is as follows:
 - Association agrees to share field space at Webb Bridge Park baseball fields 3 and 4 as needed to accommodate the City's youth soccer program.
 - Additional tournaments and events may be added after the execution of this use agreement.

Invoicing Schedule

The Association shall be responsible for submitting rosters to designated City staff in a timely manner for residency invoicing:

Youth Athletics SEASONAL INVOICING				
SEASON	ASSOCIATION	SEASON DATES	ROSTER VERIFICATION	INVOICE SUBMISSION
Fall	AYBA, AYSA, AMBUSH, NAFL	Sept.-Nov.	Mid-November	Mid-December
Winter				
Spring	AYBA, AYSA, CF/Ambush Travel	Mar.-May	Mid-May	Mid-June
Summer	AYBA, AYSA	June-July	Mid-July	Mid-August

Residents on rosters will be verified per the MOU for each Association:

Residents-Alpharetta & Johns Creek Recreational only; travel must adhere to percentage noted in agreement.

This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

- **TRAVEL/SELECT/ELITE TEAMS:** Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.
- To check residency: <https://alphagis.alpharetta.ga.us/AlphaGIS/>

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

2026 AYBA Contact

Name/Title: Matt Pringle, President/Commissioner
Email: matthew.l.pringle@gmail.com

	GEORGIA CORPORATIONS DIVISION	GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER
HOME		
BUSINESS SEARCH		
BUSINESS INFORMATION		
Business Name: ALPHARETTA YOUTH BASEBALL ASSOCIATION, INC.		
Control Number: K202393		
Business Type: Domestic Nonprofit Corporation		
Business Status: Active/Compliance		
Business Purpose: NONE		
Principal Office Address: P. O. BOX 955, ALPHARETTA, GA, 30009, USA		
Date of Formation / Registration Date: 2/3/1992		
State of Formation: Georgia		
Last Annual Registration Year: 2025		
REGISTERED AGENT INFORMATION		
Registered Agent Name: Elena Chernick, CPA		
Physical Address: 230 Bayfield Court, Milton, GA, 30004, USA		
County: Fulton		
OFFICER INFORMATION		
Name	Title	Business Address
Casey Bacica	CFO	420 Briars Bend, Alpharetta, GA, 30004, USA
Kristen Shepherd	Secretary	12295 Stevens Creek Sr., ALPHARETTA, GA, 30005, USA
Matt Pringle	CEO	13065 Tidewater Crossing, Alpharetta, GA, 30005, USA
Back Filing History Name History Return to Business Search		



Youth Athletic Associations



Alpharetta Youth Baseball Association



Alpharetta Youth Softball Association



Alpharetta Ambush Soccer Club



North Atlanta Football League

Organizational Requirements and Facility Use Agreement 2026

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

YOUTH ATHLETIC ASSOCIATION FACILITY USE AGREEMENT AND ORGANIZATIONAL REQUIREMENTS

Original approved by Alpharetta Recreation Commission – January 11, 2018

Updated for changes to Milton MOU – December 2021;

John's Creek MOU- December 2022

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ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

MISSION STATEMENT

Alpharetta Recreation, Parks and Cultural Services strives to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of Excellence, Stewardship, Integrity, Service and Loyalty.

(Adopted: February 14, 2013, by Alpharetta Recreation Commission)

Associations and the leaders of these Associations are expected to understand and promote the mission and philosophy of the City of Alpharetta to serve the citizens of Alpharetta. Association members are ambassadors for the City as well as their affiliate Association. While serving as a volunteer for the Association, members are expected to conduct themselves in an ethical and professional manner.

LEGAL AND ORGANIZATIONAL REQUIREMENTS

In order to qualify as a Youth Athletic Association (“Association”) and to operate on City of Alpharetta (“City”) property, each Association must adhere to certain minimum legal and organizational requirements. These requirements are a part of the Facility Use Agreement which must be signed by each Association prior to the operation of any activity on City property. These requirements are necessary in order to ensure the safety and well-being of all participating Associations.

The signing of the Facility Use Agreement indicates the Association’s assumption of the financial responsibility for the program, as well as the management of the program participants and volunteers. The City will not be held responsible for the finances or the program management. Violation of the above-mentioned responsibilities constitutes cause for the revocation of the agreement. The requirements are as follows:

1. ORGANIZATION STATUS

Each Association must register with the Secretary of State’s office as an organization. Proof of status must be on file with Alpharetta Recreation, Parks, and Cultural Services (“Department”).

2. BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Facility Use Agreement.

3. ELECTION OF OFFICERS

The Board of Directors (“Board”) shall be the governing body of each Association for the operation of the affairs of the Association as documented in the bylaws. Each Association board must be comprised of a majority of Residents upon election or appointment, and each Association should strive to achieve a minimum of fifty percent (50%) Residents on the Board. The Board of Directors must be elected annually or as mandated by the Association’s by-laws, but no less than once every two years, by the Association membership. A Department employee and a member of Alpharetta

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Recreation Commission (“Commission”) must be notified of and invited to attend all Board meetings. The Department Director will appoint the employee liaison to the Board. The Chairman of the Commission will appoint the Commission liaison(s) to the Board on an annual basis.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least thirty (30) days prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location within the Association’s primary park when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

To serve as a member of the Association executive committee, a candidate must have a child actively participating in the Association program at the time of the elections.

The Association shall consider any and all qualified candidates interested in running for a Board position. The Association nominating committee shall prepare a recommended slate of officers and submit to the City for review at least thirty (30) days prior to the elections. The slate of officers must be advertised along with the notice of elections. Nominees must successfully pass the City’s criminal history check before being included in the slate of officers.

The Association must furnish a list of all elected board members, addresses, email addresses, telephone numbers (home and office) to the Department no later than one (1) month after the elections. City will verify residency and notify Commission liaison of City resident percentage of newly elected board.

Board members are expected to adhere to the City’s volunteer code of conduct. Upon election to the board and no less than once every two years, board members shall review and sign the City’s volunteer code of conduct.

4. ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Association must provide copies of meeting minutes from Association membership and board meetings to Association members and City. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing board members, and any other necessary business. Efforts must be made to contact all members, and the Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

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5. CAPACITY PLAN

Each Association shall ensure that their total registration for each season does not exceed the capacity of the facilities available. Adequate time shall be allotted for each recreation team to practice and play games. Recreation teams shall have priority of field use for games and practices. Travel/select/elite teams shall be given available field time for practices and games after the recreation teams have been served.

Extra facility space is not available through the City. The Association may seek to utilize facility space at other non-City locations. The Association is financially responsible for field usage fees at non-City locations if applicable.

Field time not used by the Association reverts to the City for use as needed.

6. ASSOCIATION OPERATING BUDGET

Each Association must submit a formal budget to the City to coincide with the start of the Association's fiscal year. The submitted budget must detail revenues offsetting expenditures for the fiscal year, based on the Capacity Plan. Excess revenues should initiate an Association's review of program fees. Non-resident fees should not be included in the budget due to those fees being remitted to the City.

7. FINANCIAL REPORTS

The City assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the City with an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit/loss statement.

8. LIABILITY INSURANCE COVERAGE

- Each Association must provide comprehensive liability insurance coverage for all players, coaches, officials, volunteers, sub-contractors and all other association participants, minimum of \$1,000,000 coverage stated for Project use, listing names and addresses of designated City venues (to be provided)

The City should be listed as an additional insured. A copy of the current liability insurance coverage policy should be on file with the City, submitted annually.

9. PARTICIPATION REPORTS

All Associations are required to submit a list of registered players to the Department no later than one (1) month after the end of the established program registration period. The list shall be provided in an electronic format (i.e. Microsoft Excel) and shall include each player's name, street address, and zip code. The Department will use the list to verify the resident status of registered players and shall not use the list to promote Department programs, without prior consent of the Association. After the City has verified residency of participants, the City will issue an invoice to the Association for non-resident fees payable to the City.

NOTE: It is imperative that participation information be sent to the Department as soon

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as possible for Department to verify addresses. Association may send participant information at any time during their registration period for Department to check residency status of participants.

10. REGISTRATION

Associations are encouraged to provide registration dates to the Department in time for inclusion in Department program guides or other promotions. City will notify Associations of the deadline to submit information. The City provides a link to Association websites at www.alpharetta.ga.us. Associations must notify City of any web address changes. Associations are encouraged to establish Facebook events for seasonal registration dates, and to invite the Department page as a co-host at www.Facebook.com/AlpharettaRecreation.

11. CITY RESIDENCY REQUIREMENT FOR TRAVEL/SELECT/ELITE TEAMS

The mission of the Department is to provide quality programs and services to the citizens of Alpharetta. Youth select athletic programs provide high level athletic competition and opportunities for young people. Residency requirement guidelines ensure travel/select/elite teams are formed in the best interest of the City resident participants, to ensure City residents are fairly represented on these teams, to ensure City assets and resources are utilized in the best interest of City resident participants, and to foster long-term success of the Association's competitive youth athletic program.

GUIDELINES:

- A. Open, advertised tryouts must be held prior to team formation. Players are not guaranteed positions on any teams prior to the first tryout date.
- B. For these guidelines, the word "Resident" shall only include residents of the City of Alpharetta.
- C. Each travel/select/elite team must have a minimum of 50% Residents.
- D. Each travel/select/elite team must adhere to the COA guidelines and policy on team formation of Alpharetta Ambush Academy and Select teams dated May 18, 2010.

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e., a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through the remainder of the season.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

12. FACILITY USE - RESTRICTIONS

Each Association is organized to provide league play for youth, including player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, and post-season tournaments. All field use shall be coordinated with the Department using whatever methods are agreed to by the parties to ensure proper preparation and care of the facilities. Hosting of camps and tournaments involving participants from outside the association's own program along with participants in the Association's own

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program is allowed but requires coordination with and written consent of the Department. Field rental fees and staff fees may be applicable. Associations must seek approval from the City to host outside camps and tournaments at the parks at least ninety (90) days prior to the proposed event. Staffing fees for these kinds of events may apply. The Association is specifically not permitted to sublet facilities to any individual or organization. The Association's Facility Use Agreement is for the Association's own use.

Associations may not schedule or host any activities at Wills Park on July 4th and 5th due to the City's annual July 4th celebration and fireworks, and day-after park clean-up. Associations may request special permission from the Department Director to schedule or host any activities at Wills Park on July 4th and/or 5th. The decision shall be made by the Department Director in his sole discretion.

The City reserves the right to restrict facility use on other dates when there are special events hosted by the City, the Department, or a non-City entity utilizing City facilities for a tournament, clinic, camp, etc. deemed appropriate and beneficial to the City. These dates, if applicable, will be included in the annual facility use agreement or will be communicated to the Association as soon as the dates are confirmed.

13. CAPITAL IMPROVEMENTS

The Department formally evaluates the condition of all park facilities and amenities twice per year. During these inspections, Department staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Department based on safety, vandalism, functionality, aesthetics, etc.

During the City budget process (mid-year and/or fiscal year), Department staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include cost estimates and justification and shall be presented to the Commission for review. The Commission shall prioritize the list of projects and may add or delete any projects recommended by staff. The Commission shall approve a capital improvements project budget request to be provided to the City Budget Review Committee and/or Mayor/Council for consideration during the budget process.

Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the Commission liaison and the Department Director and/or his designee no later than early December prior to the start of the budget process. The Director determines whether or not to include recommended projects in the list that is given to the Commission. Financial partnerships (50/50) between the Associations and the Department are encouraged.

14. ANNUAL PRESENTATION

The President/Commissioner of the Association will be invited to the December meeting of the Commission in order to make a brief presentation on the activities of the Association during the past year and its plans for the following year. Each Association representative will be asked to submit a written report electronically to the City at least one week prior to the meeting. Presentation at the meeting and submission of a written

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report are both mandatory annual requirements.

15. CHANGES TO PROGRAM CONTENT, STRUCTURE, PHILOSOPHY, ETC.

Each Association shall communicate to the Commission liaison(s) and employee liaison(s) any and all substantial changes in their program. For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the Association which would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- Addition/elimination of any age or skill level
- Addition/elimination of any component of overall program content (i.e. cheerleading, flag football, fast pitch softball, out-of-park All Stars, Sunday select, summer or winter league play, etc.)
- Association by-laws
- Board structure and composition
- Schedule of fees for participants
- Anything that would be in direct conflict with existing City/Department policies

Association shall notify liaisons as soon as the idea for a substantial change is included on an Association meeting agenda. Upon notification by the Association, the Commission and/or employee liaison shall communicate the information to the Department Director or his/her designee. Before any action shall be taken by the Association to implement the substantial change, the Association shall prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the Association, citizens of Alpharetta, and the City; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

The Department shall determine the level of approval needed for the Association to implement the substantial change. The approval levels are noted as follows:

- a. Association Board and members only
- b. Department Director or his/her designee
- c. Recreation Commission Sub-Committees
- d. Alpharetta Recreation Commission
- e. Alpharetta Mayor and City Council

16. SPONSORSHIPS/ADVERTISING

Associations are not permitted to display permanent advertising signage of any kind on fences, dugouts, concession buildings, grounds, roadways, etc.

Associations are allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for Associations to assist the City in funding capital projects benefitting the parks and facilities they use. Associations are not permitted to obtain sponsorships, including direct financial aid and/or in-kind

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donations, from any religious organization, individuals, and businesses that compete with contractual obligations of the City. Sponsors must be in good taste and appropriate for City Park environment (i.e. alcohol and/or tobacco-related products/businesses are not allowed to advertise in City parks).

Associations must request in writing to the Department Director permission to display sponsor banners in the parks. With approval of the Department Director, sponsor banners may be displayed on fences only during games. All banners must be taken down immediately at the conclusion of the last game of the day.

Associations are encouraged to support the City's Scoreboard Sponsor Program as a fundraising opportunity for Associations. Associations are assigned certain scoreboards and may sell advertising on these scoreboards per the terms of the City's Scoreboard Sponsor Program. Contact Department Director or his/her designee for information on the City's Scoreboard Sponsor Program.

REQUIREMENTS OF ASSOCIATIONS

1. FACILITY USE AGREEMENT

Any Association operating on City property must sign a Facility Use Agreement with the City. The agreement is issued prior to the start of the calendar year and specifically identifies the facilities to be used by the Association and the terms of that use.

Adherence to all policies and procedures in this manual is considered part of the Facility Use Agreement. The City retains the right to change these guidelines and policies at any time, without advance notice, as it deems appropriate. Any changes will be communicated to the Association within five (5) business days after the change has been made and approved.

In accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.

With respect to renewal of this agreement, any Association currently holding a Facility Use Agreement will receive priority, unless the City has reason to revoke the agreement. Facilities not in use will be distributed on a first come first served basis.

2. COACH CERTIFICATION AND TRAINING

Association must provide coach certification and/or training for all head and assistant coaches of each team. It is the responsibility of the Association to ensure that their volunteers complete all legally mandated training programs before being permitted to coach a team. Association must provide documentation of such training to the City upon request.

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A comprehensive training program should include but not be limited to the information listed below:

- Sport Specific Training
- How to Organize Practices
- Communication with Parents
- Basic First Aid and CPR/AED
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Requirement
- Severe Weather Policies and Procedures
- Heat and Hydration Guidelines
- Association Mission/Expectations
- Association Relationship with the City

3. SELECTION OF COACHES

Associations are responsible to select qualified coaches for their program. Each Association shall establish their own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

4. FEES AND CHARGES

Note: Each Association will adhere to fee policies set by the City, including fees that may not yet be currently established.

Registration Fees

All registration fees shall be fair and equitable to all participants. Associations shall communicate to participants what the registration fee covers, including the number of practices and games per season. Registration fees shall be derived from predicted costs to operate the program, to fund Association operations, and to fund park capital improvements (current and future) that mutually benefit the City and Association.

Registration fees shall include the total cost of operating the association's program to include but not limited to; cost of uniforms, player awards, umpires/officials, equipment for the league/teams, first aid supplies, marketing, web administration, general maintenance of facilities, etc.

Non-Resident Fees

All program participants who reside outside the city limits of Alpharetta will be assessed a non-resident fee. Association shall pay the City non-resident fees for each Association non-resident participant in their program. This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

Association non-resident fees shall be calculated at 75% more than the resident registration fee.

Note: the dollar amount of the Association non-resident fee shall not exceed the highest non-resident fee charged to participants in youth athletic programs managed directly by the Department. (Department's highest recreation league non-resident fee shall be the

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maximum for the Association's recreation league non-resident players. Department's highest travel/select league non-resident fee shall be the maximum for the Association's travel/select/division 1 league non-resident players.)

At least two (2) weeks before the advertisement/announcement of registration and non-resident fees for a particular season, the Association must submit a fee schedule to the Department. The Department will review the fee schedule and will have final approval of any and all non-resident fees.

The Association will be responsible for the determination of city residence during the registration period. Within one (1) week after receiving the Association's participation list with addresses, the Department will verify player residency and report information to the Association. The non-resident fee will be paid directly to the City of Alpharetta based on the Department's verification of player residency. The Association is responsible for remitting non-resident fees for all non-City participants, regardless of whether or not it was collected by the Association.

City of Alpharetta employees and their immediate family members, regardless of where they reside, are considered Residents and may register during the Resident registration period. Non-resident fees are waived for these participants. Associations should contact the Department to verify employee status.

Scholarships

The Association should make available a reasonable number of scholarships for participants requiring assistance. The Association shall determine the eligibility criteria for scholarship recipients and shall determine whether or not to charge non-resident fees to scholarship recipients. Regardless, the Association is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City.

Admission Fees

Associations are not allowed to require an admission fee to any normal association play. Admission fees may be collected for tournament play or other special events, upon approval of the Department. The Association must submit a letter of request in order to have an admission fee request approved.

5. PROGRAM/FACILITY SCHEDULES

Associations are required to submit all master schedules to the Department **prior** to the beginning of use of any City facility. This includes tryout dates, practice schedules, opening ceremonies, game schedules, special events such as player clinics, travel team schedules, etc. These schedules should be submitted thirty (30) days prior to the beginning of any program. Facility use outside the scope of the Facility Use Agreement must be requested through the Department and is not guaranteed.

6. SAFETY/ACCIDENT PREVENTION

Associations are responsible for operating their programs in a safe and effective manner. All fields, equipment and other facilities should be inspected before each use.

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Associations should have an adequate number of adults present at each scheduled activity to supervise the participants from the outset to the close of the program. League officials are responsible for insuring that all programs are operated under safe weather conditions. Safety plans should be implemented in case hazardous situations should occur.

7. DISCRIMINATION

Associations must provide equal opportunity without regard to race, color, religion, sex, national origin, age, veteran's status, and disability. Associations must comply with the Americans with Disabilities Act (ADA) of 1990 and provide reasonable accommodations to members of the public, if so requested, unless participation would create a risk to any participant.

8. MAINTENANCE/FACILITY UPKEEP

The Department will be responsible for all field and facility preparation for all practices and games. This includes game day facility preparation, grass mowing, and lining of baseball and softball fields. Parks Services staff will prepare fields only once per day, usually in the morning. Staff is not available to prepare fields on Sundays. Staff is not responsible for lining of grass football fields.

Associations are responsible to report any and all facility maintenance issues to the Department as soon as they are noticed.

Associations are required to provide safe sports equipment for participants.

Associations are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This includes playing areas, walkways, restrooms, press boxes, concession stands, dugouts, etc.

Associations should take proper steps to ensure that scheduled activities do not infringe on park neighbors or other park users. This includes reducing excessive noise, excessive traffic, parking problems, etc.

9. WEATHER POLICIES

The Department will determine if fields are playable. Associations will be notified as early as possible if the fields are not playable. Associations are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the Department's normal business hours, the Association is responsible for determining field playability. Associations are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players foremost.

Associations must adhere to the **City's Severe Weather Policy**. For the safety of all, the City of Alpharetta observes the following severe weather procedures for all outdoor programs: Any flash or sound (thunder) which indicates diminishing weather conditions will result in the immediate suspension of any outdoor activities for a safe waiting period of **thirty (30) minutes**. All participants will be encouraged to seek shelter immediately.

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Department staff and/or on-site supervisors will monitor conditions during this time. Subsequent flashes or sounds will result in an extended safe waiting period until it is determined by staff or on-site supervisor either that conditions are safe to resume scheduled outdoor activities, or that conditions have deteriorated to the point of canceling the outdoor activities.

Associations that do not have their own established **Hydration and Heat Guidelines** must adhere to the Hydration and Heat Related Guidelines observed by the Department. In summary, outdoor activities must be canceled if the WBGT (Wet Bulb Globe Temperature) is over 92 degrees. Additional guidelines also apply. A copy of the guidelines in their entirety will be provided to Associations.

Associations that do not have their own established **Cold Weather Policy** must adhere to the Cold Weather Policy observed by the Department. The policy is as follows: If the official Alpharetta, GA temperature according to www.weather.com is forecasted to be 30 degrees or lower at the time of the scheduled practice or game, it is recommended that the scheduled event be cancelled. If the temperature reaches 25 degrees, it is mandatory the event be cancelled.

The Department may cancel and/or postpone all youth programs and activities whenever Fulton County Schools are closed for inclement weather. If Department cancels programs, Associations shall also cancel programs.

10. CONCESSIONS OPERATIONS

Associations must comply with Fulton County Health Department regulations for concessions operations. Associations are required to purchase their own supplies and equipment, such as microwave, popcorn machine, nacho machine, crock pot, etc.

Associations are required to comply with the terms and conditions of City contracts with food and/or beverage providers for concession operations. Failure to adhere to the terms of any City contracts with concessions providers may result in termination of the facility use agreement. Contact the Department Director or his/her designee for information on current contracts.

Each Association that utilizes the services of a contract vendor (“for-profit” business or individual) to provide concession operations is required to pay the City 15% of all gross receipts from concessions. Gross receipts will constitute any and all revenues collected from sales of concessions. This 15% must be paid directly to the City and held by the City for projects the Association requests (in escrow). Projects for future park improvements require Department Director and Recreation Commission approval. All capital improvements must be completed prior to the start of the following season unless the City agrees that it is in the best interest of the City to delay the completion of the capital improvement.

Each Association that utilizes volunteer board members and/or parents to operate the concession stand is not required to remit a percentage of revenue to the City.

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Concession facilities must be cleaned after each use and at the end of the season. Necessary building maintenance and vandalism should be reported to the City.

11. RESTROOMS

It shall be the responsibility of Associations to ensure that restrooms are inspected after each program session. The City is responsible for the supply of paper products and general maintenance that may occur.

12. SECURING OF FACILITIES

An Association Board member, Coach or Club Approved Field Marshall should be responsible for securing facilities after each use, including all practices and games. This includes closing and locking of all buildings, the turning off of all lights and scoreboards, and ensuring all necessary gates are closed and secured. Association board members and coaches are asked to turn off lights and scoreboards immediately following the last practice or game of the night, instead of waiting for the timer to take effect.

13. KEYS

Keys to all required facilities will be distributed to the Commissioner/President of the Association and may be distributed to the necessary individuals. A list of all individuals who have keys in their possession shall be submitted to the Department. The Association is responsible for returning all issued keys at the conclusion of the program. Any unreturned keys are subject to a fine at the discretion of the City. Periodically, the Department will change the locks and/or combinations to buildings, gates, and electrical boxes. The Department will notify affected Association of any changes and will supply new keys/combinations as needed.

14. PUBLICITY

Associations must provide the Department with information at least two (2) weeks prior to publicizing the information to past and potential participants and on the Association website. The purpose of this is to ensure that guidelines for registration and fee structures (resident/non-resident) are followed by each Association. The Department will review information and notify Association within five (5) business days if any changes need to be made in order to comply with established guidelines.

The Department will provide links to Association websites on the City's website, www.alpharetta.ga.us. The Association must notify the City if the web address changes. Associations may request assistance from the City to help with marketing of registration. City may send news releases to local media outlets, email notifications to Department participants, include information in the City's e-newsletter and the Department's Facebook page. The City will not pay for Association advertising, flyers, mailings, etc.

15. PUBLIC USE OF FIELDS

The Facility Use Agreement applies only to organized league play for the duration of the agreement as specified on the agreement. Unless otherwise scheduled, the facilities are available to the public on a first come first serve basis or may be rented by the Department to outside groups for activities deemed appropriate and beneficial to the City.

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The terms of any facility rental agreements between the Department and outside groups are established and agreed upon solely by the City and the group renting the City's facilities. These agreements are independent of the lease agreements with the Associations. The City will not rent facilities to teams and programs that compete with the City's partner Associations. The City may host large tournaments through the Alpharetta Convention and Visitors Bureau.

16. ACCIDENT/INCIDENT REPORTS (attached)

The Association is responsible for filing an accident/incident report to the City which documents the details of any accident, injury, or incident which occurs on City property. The report should detail what occurred, the time of the accident/incident, where it occurred, who was involved, and who witnessed the accident/incident and filed the report. A copy of the accident/incident report is included in this manual. The report shall be submitted to the Department within two (2) working days of the accident/incident. Any and all accidents/incidents must be reported!

17. PARTICIPANT EVALUATIONS

All participants in Association programs must be given an opportunity to complete a participant evaluation at the conclusion of each athletic season in which he/she participated. The evaluation should include questions pertaining to the administration and organization of the program (i.e., ease of registration, quality of the coaches, program structure, program content, etc.), and the condition and appearance of the Department facilities. The Association should ask participants for comments and suggestions to improve the program. A summary of participant evaluations should be prepared and distributed to the Association Board, the Department, and the Recreation Commission within two (2) months at the end of each season. Upon request, the Association must make completed participant evaluations available to the Department and/or Commission. The City reserves the right to conduct independent participant surveys.

18. GRIEVANCE PROCEDURE

All participants must have due process to address any grievances with the Association's Board at a scheduled meeting.

19. COMPLAINT PROCEDURE

Any written complaint regarding a coach, league official, umpire, etc., should be copied to the Department Director.

20. BACKGROUND CHECK - VOLUNTEERS

All Association board members and any individual who wants to coach a youth team shall go through the City's criminal history background check once per calendar year. All potential volunteers must complete the Request for Criminal History form and provide a copy of valid photo identification. An Association representative shall be designated to collect the documentation and shall submit this to the designated Department staff, who will coordinate with Alpharetta Department of Public Safety.

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The Recreation Services Manager confers with the Department Director on any problematic criminal history background checks. Any individual who does not meet City standards for criminal history background check will not be allowed to coach in the youth league and should not be assigned a team. Potential volunteers who refuse to provide information necessary to complete the criminal history background check shall not be allowed to volunteer.

NOTE: Associations are responsible for collecting and submitting criminal history background check documentation (forms and photo ID) at least one (1) month prior to finalizing team coaching assignments. This will allow ample time for the criminal history background check to be completed. Association will be notified of any and all potential volunteers who do not successfully pass the City's criminal history background check. It is the Association's responsibility to inform volunteers of the outcome of their criminal history background checks. The City provides a process for any denied application to request an appeal of decision. This information is available upon request. The Department strongly encourages all Associations to submit background checks for potential assistant coaches.

21. BACKGROUND CHECK – OFFICIALS AND UMPIRES

Each Association who has a contractual agreement with an outside vendor to provide officiating services for the Association shall require, as part of the written agreement, that all officials/umpires who will be scheduled to officiate at Association activities complete a criminal history background check prior to officiating any games for the Association. The criminal history background check should be performed once per calendar year. The Association shall require appropriate documentation of completion of background checks. Documentation must be maintained on file by the Association.

22. MANDATORY REPORTING LAW

Volunteers who work with children are required by law to report suspected child abuse. The mandatory reporting requirement is a provision in HB 1176, the criminal justice reform bill signed by Governor Nathan Deal on May 2, 2012. Specifically, HB 1176 changed the definition of "child service organization personnel" to include volunteers. The law defines "child service organization personnel" as follows: "Child service organization personnel" means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

It will be the responsibility of each Association to ensure that all volunteers and contracted vendors are notified of the law. All Association volunteers must complete a training program before being allowed to serve as a volunteer for the Association. The City will provide access to online training for volunteers as available.

23. CONCUSSION AWARENESS POLICIES AND PROCEDURES

HB 48 by the Georgia Legislature requires agencies to educate youth athletes and their parents on the dangers of concussions in youth athletic activities. The Georgia Department of Public Health is referring everyone to the “Heads Up – Concussion in Youth Sports” program offered by the CDC. The following is a link to the program: http://www.cdc.gov/concussion/HeadsUp/online_training.html.

It is the policy of the Department to educate coaches, referees, employees, instructors of at-risk activities, trainers, parents, and participants of the signs, symptoms and behaviors consistent with sports- and activity-induced concussions. Further, the Department requires that any participant, under the age of 18, suspected of a concussion or head injury must be removed from the activity and it is recommended that the participant be examined by a licensed health care provider. If a participant is deemed by a licensed health care provider to have sustained a concussion, Department personnel or other designated personnel (coaches, referees, instructors of at-risk activities, trainers, and parents) shall not permit the participant to return to play until he or she receives documented clearance from a licensed health care provider for a full or graduated return to play.

A full copy of the Department’s policies and procedures is available upon request.

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FACILITY GUIDELINES AND ORDINANCES

Associations are responsible for adherence to all City and park ordinances.

1. HOURS OF OPERATION

City facilities open at 8:00am and close at 11:00pm. Associations are not allowed to conduct a program prior to 8:00am and after 11:00pm, unless prior written approval has been given by the Department.

2. USE OF PARKS FOR GOLF PRACTICE

Parks may not be used for golf practice, with the exception of disc golf which is permitted at the disc golf course at Wills Park.

3. MOTOR VEHICLES IN PARKS

Motorized vehicle operation is restricted to prescribed paths, marked roadways, driveways, and parking lots. This also applies to parking in areas other than designated parking spaces. Unauthorized vehicles are not allowed in “plaza” areas of ball fields without permission from the Department.

4. LITTER CONTROL

It is unlawful to litter. Each Association is responsible for insuring that all fields, parking lots, restrooms, dugouts, bleachers, concession areas, etc. are kept clean and litter free on a daily basis. Clean up fees may be assessed to Associations not adhering to this policy. All litter should be picked up and placed in the proper containers.

5. ALCOHOL BEVERAGES

Per City ordinance, the selling or consumption of alcoholic beverages on park property is strictly prohibited.

6. TOBACCO USE

Per City ordinance, the use of any and all tobacco products on park property is strictly prohibited.

7. ANIMALS IN PARKS

Other than service animals, it is against park regulations for any individual who possesses or is in charge of a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner’s responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. For the safety of all, pet owners are required by law to obey Fulton County leash laws while visiting city of Alpharetta Park facilities.

8. NOISES AND SOUNDS PROHIBITED

It is unlawful for any person to make, continue or cause to be made any loud, unnecessary, or unusual noises that annoy, disturb, injure, or endanger the safety or comfort of others in the area.

9. CLOSING OF BALLFIELDS

The Department may close to the Association and/or public any ballfield or facility for maintenance purposes. Such facilities will be posted, and it is unlawful for any person to enter a closed facility.

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PARK/FACILITY REGULATIONS

1. Associations conducting youth activities on City facilities must have at least one (1) adult present for every fifteen (15) youth participating in an activity to supervise all scheduled activities from the outset to the conclusion of the activity.
2. Participants, Spectators, Parents, Coaches, or Officials of an organization must display appropriate conduct while operating activities on City facilities and must adhere to the Department's Code of Conduct. A copy of this document is available upon request. Association is responsible to provide this information to the appropriate parties. Continuous failure to do so could result in the termination of this agreement.
3. The Association shall be responsible for any damage incurred to the facilities while in use by the Association. Persistent damage to City facilities while in use by the Association could result in agreement revocation.
4. The Association is responsible for policing the area around athletic fields, plaza areas, parking lots, rest rooms, concession stand, dugouts, and walkways. This must be completed upon the conclusion of each activity.
5. Association representatives are responsible to report any/all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.
6. The Department will supply locks for all required facilities and structures. Keys and/or combinations will be distributed as per Department policy.
7. The City shall be responsible for mowing the grass, moving bleachers, general maintenance, etc., unless otherwise specified in the agreement.
8. A designated Association member must make sure the facilities are secure and all lights turned off before departing the area.
9. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.
10. Bicycles, roller blades, skateboards are prohibited on walkways or other designated areas.
11. No game shall begin after 10:00pm; every effort should be made to conclude by 11:00pm.
12. Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department: 678-297-6152, athleticprograms@alpharetta.ga.us.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

DEPARTMENT PERSONNEL AND CONTACT INFORMATION

Director

Morgan Rodgers, CPRP 678-297-6103 mrodgers@alpharetta.ga.us

Administrative Office Coordinator

Sarah Bausano 678-297-6104 sbausano@alpharetta.ga.us

Wills Park Manager – Park Facilities,

Equestrian Center

Matt Casey, CPRP 678-297-6122 mcasey@alpharetta.ga.us

Parks Services Manager – Park Supervisors, Greenway

Eric Milley, CPO, CPSI 678-297-6106 emilley@alpharetta.ga.us

Park Supervisor II

Barry Pike (Greenway) 678-297-6125 bpike@alpharetta.ga.us
Chris Anderson (North Park) 770-891-9862 canderson@alpharetta.ga.us

Nate Hand, CPSI (Webb Bridge) 770-751-7841 nhand@alpharetta.ga.us

Administrative Assistant II - Parks

Ruby Flynn 678-297-6123 rflynn@alpharetta.ga.us

Community Services Manager

Amanda Musilli 404-314-1245 amusilli@alpharetta.ga.us

Communications Manager

Deanna McKay 678-879-2568 dmckay@alpharetta.ga.us

Cultural Arts Services Manager

Kim Manning 678-297-6078 kmanning@alpharetta.ga.us

Alpharetta Arts Center 678-297-6135 arts@alpharetta.ga.us

Recreation Services Manager

Christine Young 678-297-6154 cyoung@alpharetta.ga.us

Recreation Centers/Program Areas

General Information 678-297-6100 recreation@alpharetta.ga.us

Athletics Supervisor II- Tyler Spinnenweber 678-297-6163 athleticprograms@alpharetta.ga.us

Alpharetta Community Center (Wills Park) 678-297-6100 accprograms@alpharetta.ga.us

Alpharetta Adult Activity Center (North Park) 678-297-6140 activeadults@alpharetta.ga.us

Wills Park Recreation Center (Wills Park) 678-297-6130 wprcprograms@alpharetta.ga.us

Wills Park Pool, Aquatics and Wellness 678-297-6153 aquatics@alpharetta.ga.us

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City of Alpharetta Accident / Incident Report Form

Date of accident/incident _____ Time of accident/incident _____

Facility where accident/incident occurred _____

Specific location of accident/incident within the facility _____

Number of persons involved _____ Police notified Y N EMS notified Y N

Information on persons involved in the accident/incident:

NAME (please print)	PHONE	Under the age of 18
	Day: Evening:	
	Day: Evening:	
	Day: Evening:	

Information on witnesses to the accident/incident

NAME (print)	SIGNATURE	PHONE
		Day: Evening:
		Day: Evening:
		Day: Evening:
		Day: Evening:

ACCIDENT/INCIDENT SUMMARY:

If applicable, who offered treatment options

Did the injured party waive treatment Y N

**Photos of accident/incident site taken Y N

Person completing form _____
(Print name) Signature Date

Person completing form _____
Day phone Evening phone

** Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident
Fax or email completed form to **Safety/Risk Administrator at 678-297-6065**
osutton@alpharetta.ga.us; and City at 678-297-6154 or recreation@alpharetta.ga.us.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

ASSOCIATION CHECKLIST

REQUIRED ANNUALLY AND/OR BEFORE SEASON BEGINS EACH YEAR:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
Proof of Non-profit status submitted to ARPCS	On file each year	_____
Current Association by-laws to ARPCS	On file each year	_____
Copy of Certificate of Insurance naming ARPCS as a certificate holder	On file each year	_____
Open election of Board of Directors	On file each year	_____
Annual membership meeting	Annually	_____
Coach Background Check Consent Forms	Annually	_____
Signed Facility Use Agreement	Annually	_____
Financial Statements – to include the following;	Annually	_____
1. Summary of operating budget, income and expenses		
2. Summary of capital expenditures		
3. Registration fees charged to participants		
4. Federal and State tax returns		
5. Profit and Loss statement		
Slate of nominated officers and home address to ARPCS 30 days before elections		_____
List of elected officers to ARPCS	One month after elections	_____
Rosters to ARPCS	One month after end of registration period	_____
Master Schedule to ARPCS (tryouts, practices, games)	1 month before season	_____

REQUIRED AFTER THE SEASON ENDS:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
Participant Evaluation Summary to ARPCS	2 months after each season	_____
Payment of Non-Resident Fees to City	3 months after each season	_____
List of Certified Coaches to ARPCS	Provide upon request	_____

REQUIRED SEASONALLY/AS NEEDED:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
List of key holders to ARPCS	Update as necessary	_____
Accident/Incident Reports	As necessary	_____
Copy of Coach Complaint to ARPCS	As necessary	_____
Information for ARPCS promotions	TBD by ARPCS	_____

**Due Dates for each Association will be discussed and agreed upon with each Association Commissioner/President during the contract review process. Some Due Dates will vary per Association, based on Association fiscal year.*

Note: ARPCS = Alpharetta Recreation, Parks, and Cultural Services

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

FACILITY USE AGREEMENT

This agreement made this 15th Day of December, 2025 by the City of Alpharetta and Alpharetta Girls Youth Softball Association, Inc., a non-profit organization called the “Association”.

Witnessed:

In consideration of the mutual agreements contained in this document, the City and Association agree as follows:

1. The Association agrees to provide a youth sports program (organized league play) as a service for the City in accordance with all policies and procedures for youth sports associations operating on city property previously set forth, (including the Youth Athletic Association Facility Use Agreement and Organizational Requirements) and attached in this agreement.
2. This Facility Use Agreement shall begin on the Effective Date and terminate on December 31, 2026. Thereafter, in accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.
3. The City agrees to authorize the Association the use of fields and facilities as listed below at North Park. The agreement includes use of all support structures (dugouts, lights, press-boxes, concession stands, storage facilities, bleachers, batting cages, fencing, etc.) for approved league play unless otherwise specified. See Exhibit A for detailed information on days and times of approved use of fields and facilities.
4. The Association agrees the facilities will be used in a safe manner, and in compliance with all applicable federal and state laws and City ordinances, rules and regulations.
5. Association shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Association without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have and shall not be a waiver of any subsequent breach of terms or conditions.
7. The City may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.

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8. It is agreed and understood that the Association shall indemnify and hold the City, its agents and employees harmless from any and all liability, costs, legal fees, expenses, damage or injury to participants or property, and any claim or causes of action arising out of the performance of this agreement or negligence.
9. This agreement may be modified only by a written agreement between the City and the Association.
10. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
11. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers or employees.
12. For the purpose of this agreement, any notices required to be sent to the parties shall be mailed to the following respective addresses:

ASSOCIATION NAME: Alpharetta Girls Youth Softball Association, Inc.

ADDRESS: 5665 Atlanta Hwy., Ste. 103-141

CITY/STATE/ZIP: Alpharetta, GA 30004

PHONE: 770-655-6622

WEBSITE: www.alpharettasoftball.com

EMAIL: aaysacommissioner@gmail.com

CITY: Alpharetta Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attn: Athletics Supervisor
678-297-6163
athleticprograms@alpharetta.ga.us

13. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
14. The City has designated the Athletics Supervisor II for the City as its contact person, coordinator, and liaison person with the Association in the execution of the terms of this agreement.

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15. The Association shall not have the right to assign the interest it holds in this agreement.
16. The facilities shall not be used for any purpose other than those designated within this agreement, without the written consent of the City.
17. The Association may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Association members agree to abide by all City policies and procedures as attached in this agreement.
19. The Association will adhere to fee policies set by the City, including fees that may not yet be currently established.
20. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of ARPCS. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
21. The Association acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the Association under this Facility Use Agreement were funded by the taxpayers of the City and are owned by the City, and further due to the fact that the recreation fees generated from the availability of such fields, the Association is subject to the Open Records and Open Meeting laws of the state of Georgia. The Association agrees to comply with those laws. To the extent that the Association is uncertain or needs assistance as to proper compliance with such laws, the City shall provide such assistance and guidance. The Association further agrees that all books and records of the Association shall be made available to the City of Alpharetta as and when requested for review or audit.
22. City shall have the right to terminate this Agreement upon failure of Association to perform its obligations to the satisfaction of City. Prior to exercising this right of termination, City shall provide Association with a written notice specifying Association's failure to perform and providing Association with a reasonable opportunity to cure its performance. In the event that Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the Agreement by providing written notice of termination to Association.

Association shall have the right to terminate this Agreement upon failure of City to perform its obligations to the satisfaction of Association. Prior to exercising this right of

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termination, Association shall provide City with a written notice specifying City's failure to perform and providing City with a reasonable opportunity to cure its performance. In the event that City fails to cure its performance, or in the event of subsequent failure to perform, Association shall have the right to immediately terminate the Agreement by providing written notice of termination to City.

Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

I hereby acknowledge and understand that the Association of which I am authorized to represent will abide by and comply with the terms and conditions as set forth in this Facility Use Agreement as well as all of the policies, procedures, guidelines, and rules contained within the City's Youth Athletic Association Handbook. I understand that failure of the Association or any of its members to comply may result in termination of this Agreement with the City.

**ALPHARETTA GIRLS YOUTH SOFTBALL
ASSOCIATION, INC.**

CITY OF ALPHARETTA, GEORGIA

By: _____
Shannon Gill, Commissioner

By: _____
Jim Gilvin, Mayor

WITNESS:

APPROVED AS TO CONTENT:

By: _____
John Milliner, Vice Commissioner

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
Jennifer McCall, City Attorney

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

EXHIBIT A 2026 FACILITY USE AGREEMENT – ALPHARETTA GIRLS YOUTH SOFTBALL ASSOCIATION, INC. (AYSA)

MOU WITH CITIES OF JOHNS CREEK & MILTON

The City of Alpharetta Mayor and Council Members approved a resolution to enter memorandum of understandings (MOU's) with the City of Johns Creek and the City of Milton. The "Parks without Borders" MOU provides for a mutual waiving of non-resident fees for residents of each city who participate in the partner city's recreational softball program. The MOU also allows residents of each partner city to register for the other city's recreational softball program during the second week of registration instead of during the third week of registration. This MOU shall be in effect for the 2026 seasons and shall be renewed automatically with registration through the 2027 seasons unless either City delivers written notice of non-renewal to the other City at least ninety (90) days prior to the expiration of the term or any renewal term.

FIELD SPACE ALLOCATION FOR 2026

Field space at North Park will be allocated by the city to the Association based on demonstrated need by the Association. Association shall use field space solely for the purpose of providing organized Association activities including but not limited to team practices, games, end of season tournaments, player clinics, coach clinics, umpire clinics, camps, and tournaments organized solely by Association officials. The City reserves the right to use unscheduled field space for other activities, tournaments, camps, rentals, etc.

SPRING SEASON – January 1, 2026 – May 17, 2026:

- Fields 1-4: Tuesdays, Thursdays, and Fridays from 5pm to 11pm; and Saturdays from 8am to 10pm; AYSA will be given right of first refusal if fields are available Monday & Wednesday
- Fields 1-4: Sundays from 8:00am to 10pm, if needed and agreed upon by City and Association
- Fields 5-8: Monday through Friday from 5pm to 11pm; Saturdays from 8am to 10pm; and Sundays from 8am to 10pm
- EXCEPTION to spring season field usage is as follows:
 - Field 5: Association agrees to provide field space for North Metro Miracle League as needed for their spring program with dates/times to be coordinated through the City and NMML
 - Additional tournaments and events may be added after the execution of this use agreement.

SUMMER SEASON – May 18, 2026 – August 3, 2026:

- Fields 1-4: Fridays from 5pm to 11pm and Saturdays from 8am to 11pm; AYSA will be given right of first refusal if fields are available Monday – Thursday.
- Fields 1-4: Sundays from 8:00am to 10pm, if needed and agreed upon by City and Association
- Fields 5-8: Monday through Friday from 5pm to 11pm; Saturdays from 8am to 10pm; and Sundays from 8am to 11pm
- EXCEPTION to summer season field usage is as follows:
 - Field 5: Association agrees to provide field space for North Metro Miracle League as needed for summer camps and programs with dates/times to be coordinated through the City and NMML
 - Fields 1-8: These fields are not available June TBD, 2026, Triple Crown Zoom into June Tournament; July 13-16, 2026 Triple Crown SE Nationals

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

- Additional tournaments and events may be added after the execution of this use agreement.

FALL SEASON – August 4, 2026 – November 8, 2026:

- Fields 1-4: Fridays from 5pm to 11pm; and Saturdays from 8am to 10pm; AYSA will be given right of first refusal if fields are available Monday- Thursday.
- Fields 1-4: Sundays from 1pm to 6pm, if needed and agreed upon by City and Association
- Fields 5-8: Monday through Friday from 5:00pm to 11pm; Saturdays from 8am to 10pm; and Sundays from 8am to 10pm
- EXCEPTION to fall season field usage is as follows:
 - Field 5: Association agrees to provide field space for North Metro Miracle League as needed for their fall program with dates/times to be coordinated through the City and NMML
 - Fields 6-7: These fields may be rented by Kings Ridge Christian School softball teams August to October for practices and games; 3:00-5:00pm. Dates to be coordinated by the city in coordination with the Association.
 - Additional tournaments and events may be added after the execution of this use agreement.

Invoicing Schedule

The Association shall be responsible for submitting rosters to designated City staff in a timely manner for residency invoicing:

Youth Athletics SEASONAL INVOICING				
SEASON	ASSOCIATION	SEASON DATES	ROSTER VERIFICATION	INVOICE SUBMISSION
Fall	AYBA, AYSA, AMBUSH, NAFL	Sept.-Nov.	Mid-November	Mid-December
Winter				
Spring	AYBA, AYSA, CF/Ambush Travel	Mar.-May	Mid-May	Mid-June
Summer	AYBA, AYSA	June-July	Mid-July	Mid-August

Residents on rosters will be verified per the MOU for each Association.

AYSA: Residents- Alpharetta & Milton; Johns Creek Recreational Only

This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

TRAVEL/SELECT/ELITE TEAMS: Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practice and games.

To check residency: <https://alphagis.alpharetta.ga.us/AlphaGIS/>

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AYSA - 2026 Contact

Name/Title: Shannon Gill

Email: aysa.commissioner@gmail.com

Phone: 770-655-6622

Updated business license verification pending. Will revise once received. Receipt noted below.



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

RECEIPT

Filer Information

Fabian Garrison
906 Atlanta St SW
Marietta, GA 30061

Transaction Details

Product Description	Business Name	Control No.	Shipped	Order Date	Item Cost	Expedite Fee	Service Charge	Total
Reinstatement	ALPHARETTA GIRLS YOUTH SOFTBALL ASSOCIATION, INC.	0687227	Online	10/13/2025	250.00	0.00	10.00	260.00

Invoice Total: \$260.00

Payment Details

Payment Type	Check/Reference No.	Amount
Credit Card - VISA	#####6860	260.00

Payment Total: \$260.00



Youth Athletic Associations



Alpharetta Youth Baseball Association



Alpharetta Youth Softball Association



Alpharetta Ambush Soccer Club



North Atlanta Football League

Organizational Requirements and Facility Use Agreement 2026

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

YOUTH ATHLETIC ASSOCIATION FACILITY USE AGREEMENT AND ORGANIZATIONAL REQUIREMENTS

Original approved by Alpharetta Recreation Commission – January 11, 2018

Updated for changes to Milton MOU – December 2021;

John's Creek MOU- December 2022

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ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

MISSION STATEMENT

Alpharetta Recreation, Parks and Cultural Services strives to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of Excellence, Stewardship, Integrity, Service and Loyalty.

(Adopted: February 14, 2013, by Alpharetta Recreation Commission)

Associations and the leaders of these Associations are expected to understand and promote the mission and philosophy of the City of Alpharetta to serve the citizens of Alpharetta. Association members are ambassadors for the City as well as their affiliate Association. While serving as a volunteer for the Association, members are expected to conduct themselves in an ethical and professional manner.

LEGAL AND ORGANIZATIONAL REQUIREMENTS

In order to qualify as a Youth Athletic Association (“Association”) and to operate on City of Alpharetta (“City”) property, each Association must adhere to certain minimum legal and organizational requirements. These requirements are a part of the Facility Use Agreement which must be signed by each Association prior to the operation of any activity on City property. These requirements are necessary in order to ensure the safety and well-being of all participating Associations.

The signing of the Facility Use Agreement indicates the Association’s assumption of the financial responsibility for the program, as well as the management of the program participants and volunteers. The City will not be held responsible for the finances or the program management. Violation of the above-mentioned responsibilities constitutes cause for the revocation of the agreement. The requirements are as follows:

1. ORGANIZATION STATUS

Each Association must register with the Secretary of State’s office as an organization. Proof of status must be on file with Alpharetta Recreation, Parks, and Cultural Services (“Department”).

2. BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Facility Use Agreement.

3. ELECTION OF OFFICERS

The Board of Directors (“Board”) shall be the governing body of each Association for the operation of the affairs of the Association as documented in the bylaws. Each Association board must be comprised of a majority of Residents upon election or appointment, and each Association should strive to achieve a minimum of fifty percent (50%) Residents on the Board. The Board of Directors must be elected annually or as mandated by the Association’s by-laws, but no less than once every two years, by the Association membership. A Department employee and a member of Alpharetta

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Recreation Commission (“Commission”) must be notified of and invited to attend all Board meetings. The Department Director will appoint an employee liaison to the Board. The Chairman of the Commission will appoint the Commission liaison(s) to the Board on an annual basis.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least thirty (30) days prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location within the Association’s primary park when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

To serve as a member of the Association executive committee, a candidate must have a child actively participating in the Association program at the time of the elections.

The Association shall consider any and all qualified candidates interested in running for a Board position. The Association nominating committee shall prepare a recommended slate of officers and submit to the City for review at least thirty (30) days prior to the elections. The slate of officers must be advertised along with the notice of elections. Nominees must successfully pass the City’s criminal history check before being included in the slate of officers.

The Association must furnish a list of all elected board members, addresses, email addresses, telephone numbers (home and office) to the Department no later than one (1) month after the election. City will verify residency and notify Commission liaison of City resident percentage of newly elected board.

Board members are expected to adhere to the City’s volunteer code of conduct. Upon election of the board and no less than once every two years, board members shall review and sign the City’s volunteer code of conduct.

4. ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Association must provide copies of meeting minutes from Association membership and board meetings to Association members and City. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing board members, and any other necessary business. Efforts must be made to contact all members, and the Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

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5. CAPACITY PLAN

Each Association shall ensure that their total registration for each season does not exceed the capacity of the facilities available. Adequate time shall be allotted for each recreation team to practice and play games. Recreation teams shall have priority of field use for games and practices. Travel/select/elite teams shall be given available field time for practices and games after the recreation teams have been served.

Extra facility space is not available through the City. The Association may seek to utilize facility space at other non-City locations. The Association is financially responsible for field usage fees at non-City locations if applicable.

Field time not used by the Association reverts to the City for use as needed.

6. ASSOCIATION OPERATING BUDGET

Each Association must submit a formal budget to the City to coincide with the start of the Association's fiscal year. The submitted budget must detail revenues offsetting expenditures for the fiscal year, based on the Capacity Plan. Excess revenues should initiate an Association's review of program fees. Non-resident fees should not be included in the budget due to those fees being remitted to the City.

7. FINANCIAL REPORTS

The City assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the City with an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit/loss statement.

8. LIABILITY INSURANCE COVERAGE

- Each Association must provide comprehensive liability insurance coverage for all players, coaches, officials, volunteers, sub-contractors and all other association participants, a minimum of \$1,000,000 coverage stated for Project use, listing names and addresses of designated City venues (to be provided)

The City should be listed as an additional insured. A copy of the current liability insurance coverage policy should be filed with the City, submitted annually.

9. PARTICIPATION REPORTS

All Associations are required to submit a list of registered players to the Department no later than one (1) month after the end of the established program registration period. The list shall be provided in an electronic format (i.e. Microsoft Excel) and shall include each player's name, street address, and zip code. The Department will use the list to verify the resident status of registered players and shall not use the list to promote Department programs, without prior consent of the Association. After the City has verified the residency of participants, the City will issue an invoice to the Association for non-resident fees payable to the City.

NOTE: It is imperative that participation information be sent to the Department as soon

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as possible for Department to verify addresses. Association may send participant information at any time during their registration period for Department to check residency status of participants.

10. REGISTRATION

Associations are encouraged to provide registration dates to the Department in time for inclusion in Department program guides or other promotions. City will notify Associations of the deadline to submit information. The City provides a link to Association websites at www.alpharetta.ga.us. Associations must notify City of any web address changes. Associations are encouraged to establish Facebook events for seasonal registration dates, and to invite the Department page as a co-host at www.Facebook.com/AlpharettaRecreation.

11. CITY RESIDENCY REQUIREMENT FOR TRAVEL/SELECT/ELITE TEAMS

The mission of the Department is to provide quality programs and services to the citizens of Alpharetta. Youth select athletic programs provide high level athletic competition and opportunities for young people. Residency requirement guidelines ensure travel/select/elite teams are formed in the best interest of the City resident participants, to ensure City residents are fairly represented on these teams, to ensure City assets and resources are utilized in the best interest of City resident participants, and to foster long-term success of the Association's competitive youth athletic program.

GUIDELINES:

- A. Open, advertised tryouts must be held prior to team formation. Players are not guaranteed positions on any teams prior to the first tryout date.
- B. For these guidelines, the word "Resident" shall only include residents of the City of Alpharetta.
- C. Each travel/select/elite team must have a minimum of 50% Residents.
- D. Each travel/select/elite team must adhere to the COA guidelines and policy on team formation of Alpharetta Ambush Academy and Select teams dated May 18, 2010.

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e., a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through the remainder of the season.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

12. FACILITY USE - RESTRICTIONS

Each Association is organized to provide league play for youth, including player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, and post-season tournaments. All field use shall be coordinated with the Department using whatever methods are agreed to by the parties to ensure proper preparation and care of the facilities. Hosting of camps and tournaments involving participants from outside the association's own program along with participants in the Association's own

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program is allowed but requires coordination with and written consent of the Department. Field rental fees and staff fees may be applicable. Associations must seek approval from the City to host outside camps and tournaments at the parks at least ninety (90) days prior to the proposed event. Staffing fees for these kinds of events may apply. The Association is specifically not permitted to sublet facilities to any individual or organization. The Association's Facility Use Agreement is for the Association's own use.

Associations may not schedule or host any activities at Wills Park on July 4th and 5th due to the City's annual July 4th celebration and fireworks, and day-after park clean-up. Associations may request special permission from the Department Director to schedule or host any activities at Wills Park on July 4th and/or 5th. The decision shall be made by the Department Director in his sole discretion.

The City reserves the right to restrict facility use on other dates when there are special events hosted by the City, the Department, or a non-City entity utilizing City facilities for a tournament, clinic, camp, etc. deemed appropriate and beneficial to the City. These dates, if applicable, will be included in the annual facility use agreement or will be communicated to the Association as soon as the dates are confirmed.

13. CAPITAL IMPROVEMENTS

The Department formally evaluates the condition of all park facilities and amenities twice per year. During these inspections, Department staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Department based on safety, vandalism, functionality, aesthetics, etc.

During the City budget process (mid-year and/or fiscal year), Department staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include cost estimates and justification and shall be presented to the Commission for review. The Commission shall prioritize the list of projects and may add or delete any projects recommended by staff. The Commission shall approve a capital improvements project budget request to be provided to the City Budget Review Committee and/or Mayor/Council for consideration during the budget process.

Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the Commission liaison and the Department Director and/or his designee no later than early December prior to the start of the budget process. The Director determines whether or not to include recommended projects in the list that is given to the Commission. Financial partnerships (50/50) between the Associations and the Department are encouraged.

14. ANNUAL PRESENTATION

The President/Commissioner of the Association will be invited to the December meeting of the Commission in order to make a brief presentation on the activities of the Association during the past year and its plans for the following year. Each Association representative will be asked to submit a written report electronically to the City at least one week prior to the meeting. Presentation at the meeting and submission of a written

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report are both mandatory annual requirements.

15. CHANGES TO PROGRAM CONTENT, STRUCTURE, PHILOSOPHY, ETC.

Each Association shall communicate to the Commission liaison(s) and employee liaison(s) any and all substantial changes in their program. For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the Association which would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- Addition/elimination of any age or skill level
- Addition/elimination of any component of overall program content (i.e. cheerleading, flag football, fast pitch softball, out-of-park All Stars, Sunday select, summer or winter league play, etc.)
- Association by-laws
- Board structure and composition
- Schedule of fees for participants
- Anything that would be in direct conflict with existing City/Department policies

Association shall notify liaisons as soon as the idea for a substantial change is included on an Association meeting agenda. Upon notification by the Association, the Commission and/or employee liaison shall communicate the information to the Department Director or his/her designee. Before any action shall be taken by the Association to implement the substantial change, the Association shall prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the Association, citizens of Alpharetta, and the City; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

The Department shall determine the level of approval needed for the Association to implement the substantial change. The approval levels are noted as follows:

- a. Association Board and members only
- b. Department Director or his/her designee
- c. Recreation Commission Sub-Committees
- d. Alpharetta Recreation Commission
- e. Alpharetta Mayor and City Council

16. SPONSORSHIPS/ADVERTISING

Associations are not permitted to display permanent advertising signage of any kind on fences, dugouts, concession buildings, grounds, roadways, etc.

Associations are allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for Associations to assist the City in funding capital projects benefitting the parks and facilities they use. Associations are not permitted to obtain sponsorships, including direct financial aid and/or in-kind

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donations, from any religious organization, individuals, and businesses that compete with contractual obligations of the City. Sponsors must be in good taste and appropriate for City Park environment (i.e. alcohol and/or tobacco-related products/businesses are not allowed to advertise in City parks).

Associations must request in writing to the Department Director permission to display sponsor banners in the parks. With approval of the Department Director, sponsor banners may be displayed on fences only during games. All banners must be taken down immediately at the conclusion of the last game of the day.

Associations are encouraged to support the City's Scoreboard Sponsor Program as a fundraising opportunity for Associations. Associations are assigned certain scoreboards and may sell advertising on these scoreboards per the terms of the City's Scoreboard Sponsor Program. Contact Department Director or his/her designee for information on the City's Scoreboard Sponsor Program.

REQUIREMENTS OF ASSOCIATIONS

1. FACILITY USE AGREEMENT

Any Association operating on City property must sign a Facility Use Agreement with the City. The agreement is issued prior to the start of the calendar year and specifically identifies the facilities to be used by the Association and the terms of that use.

Adherence to all policies and procedures in this manual is considered part of the Facility Use Agreement. The City retains the right to change these guidelines and policies at any time, without advance notice, as it deems appropriate. Any changes will be communicated to the Association within five (5) business days after the change has been made and approved.

In accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.

With respect to renewal of this agreement, any Association currently holding a Facility Use Agreement will receive priority, unless the City has reason to revoke the agreement. Facilities not in use will be distributed on a first come first served basis.

2. COACH CERTIFICATION AND TRAINING

Association must provide coach certification and/or training for all head and assistant coaches of each team. It is the responsibility of the Association to ensure that their volunteers complete all legally mandated training programs before being permitted to coach a team. Association must provide documentation of such training to the City upon request.

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A comprehensive training program should include but not be limited to the information listed below:

- Sport Specific Training
- How to Organize Practices
- Communication with Parents
- Basic First Aid and CPR/AED
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Requirement
- Severe Weather Policies and Procedures
- Heat and Hydration Guidelines
- Association Mission/Expectations
- Association Relationship with the City

3. SELECTION OF COACHES

Associations are responsible to select qualified coaches for their program. Each Association shall establish their own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

4. FEES AND CHARGES

Note: Each Association will adhere to fee policies set by the City, including fees that may not yet be currently established.

Registration Fees

All registration fees shall be fair and equitable to all participants. Associations shall communicate to participants what the registration fee covers, including the number of practices and games per season. Registration fees shall be derived from predicted costs to operate the program, to fund Association operations, and to fund park capital improvements (current and future) that mutually benefit the City and Association.

Registration fees shall include the total cost of operating the association's program to include but not limited to; cost of uniforms, player awards, umpires/officials, equipment for the league/teams, first aid supplies, marketing, web administration, general maintenance of facilities, etc.

Non-Resident Fees

All program participants who reside outside the city limits of Alpharetta will be assessed a non-resident fee. Association shall pay the City non-resident fees for each Association non-resident participant in their program. This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

Association non-resident fees shall be calculated at 75% more than the resident registration fee.

Note: the dollar amount of the Association non-resident fee shall not exceed the highest non-resident fee charged to participants in youth athletic programs managed directly by the Department. (Department's highest recreation league non-resident fee shall be the

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maximum for the Association's recreation league non-resident players. Department's highest travel/select league non-resident fee shall be the maximum for the Association's travel/select/division 1 league non-resident players.)

At least two (2) weeks before the advertisement/announcement of registration and non-resident fees for a particular season, the Association must submit a fee schedule to the Department. The Department will review the fee schedule and will have final approval of any and all non-resident fees.

The Association will be responsible for the determination of city residence during the registration period. Within one (1) week after receiving the Association's participation list with addresses, the Department will verify player residency and report information to the Association. The non-resident fee will be paid directly to the City of Alpharetta based on the Department's verification of player residency. The Association is responsible for remitting non-resident fees for all non-City participants, regardless of whether or not it was collected by the Association.

City of Alpharetta employees and their immediate family members, regardless of where they reside, are considered Residents and may register during the Resident registration period. Non-resident fees are waived for these participants. Associations should contact the Department to verify employee status.

Scholarships

The Association should make available a reasonable number of scholarships for participants requiring assistance. The Association shall determine the eligibility criteria for scholarship recipients and shall determine whether or not to charge non-resident fees to scholarship recipients. Regardless, the Association is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City.

Admission Fees

Associations are not allowed to require an admission fee to any normal association play. Admission fees may be collected for tournament play or other special events, upon approval of the Department. The Association must submit a letter of request in order to have an admission fee request approved.

5. PROGRAM/FACILITY SCHEDULES

Associations are required to submit all master schedules to the Department **prior** to the beginning of use of any City facility. This includes tryout dates, practice schedules, opening ceremonies, game schedules, special events such as player clinics, travel team schedules, etc. These schedules should be submitted thirty (30) days prior to the beginning of any program. Facility use outside the scope of the Facility Use Agreement must be requested through the Department and is not guaranteed.

6. SAFETY/ACCIDENT PREVENTION

Associations are responsible for operating their programs in a safe and effective manner. All fields, equipment and other facilities should be inspected before each use.

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Associations should have an adequate number of adults present at each scheduled activity to supervise the participants from the outset to the close of the program. League officials are responsible for insuring that all programs are operated under safe weather conditions. Safety plans should be implemented in case hazardous situations should occur.

7. DISCRIMINATION

Associations must provide equal opportunity without regard to race, color, religion, sex, national origin, age, veteran's status, and disability. Associations must comply with the Americans with Disabilities Act (ADA) of 1990 and provide reasonable accommodations to members of the public, if so requested, unless participation would create a risk to any participant.

8. MAINTENANCE/FACILITY UPKEEP

The Department will be responsible for all field and facility preparation for all practices and games. This includes game day facility preparation, grass mowing, and lining of baseball and softball fields. Parks Services staff will prepare fields only once per day, usually in the morning. Staff is not available to prepare fields on Sundays. Staff is not responsible for lining of grass football fields.

Associations are responsible to report any and all facility maintenance issues to the Department as soon as they are noticed.

Associations are required to provide safe sports equipment for participants.

Associations are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This includes playing areas, walkways, restrooms, press boxes, concession stands, dugouts, etc.

Associations should take proper steps to ensure that scheduled activities do not infringe on park neighbors or other park users. This includes reducing excessive noise, excessive traffic, parking problems, etc.

9. WEATHER POLICIES

The Department will determine if fields are playable. Associations will be notified as early as possible if the fields are not playable. Associations are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the Department's normal business hours, the Association is responsible for determining field playability. Associations are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players foremost.

Associations must adhere to the **City's Severe Weather Policy**. For the safety of all, the City of Alpharetta observes the following severe weather procedures for all outdoor programs: Any flash or sound (thunder) which indicates diminishing weather conditions will result in the immediate suspension of any outdoor activities for a safe waiting period of **thirty (30) minutes**. All participants will be encouraged to seek shelter immediately.

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Department staff and/or on-site supervisors will monitor conditions during this time. Subsequent flashes or sounds will result in an extended safe waiting period until it is determined by staff or on-site supervisor either that conditions are safe to resume scheduled outdoor activities, or that conditions have deteriorated to the point of canceling the outdoor activities.

Associations that do not have their own established **Hydration and Heat Guidelines** must adhere to the Hydration and Heat Related Guidelines observed by the Department. In summary, outdoor activities must be canceled if the WBGT (Wet Bulb Globe Temperature) is over 92 degrees. Additional guidelines also apply. A copy of the guidelines in their entirety will be provided to Associations.

Associations that do not have their own established **Cold Weather Policy** must adhere to the Cold Weather Policy observed by the Department. The policy is as follows: If the official Alpharetta, GA temperature according to www.weather.com is forecasted to be 30 degrees or lower at the time of the scheduled practice or game, it is recommended that the scheduled event be cancelled. If the temperature reaches 25 degrees, it is mandatory the event be cancelled.

The Department may cancel and/or postpone all youth programs and activities whenever Fulton County Schools are closed for inclement weather. If Department cancels programs, Associations shall also cancel programs.

10. CONCESSIONS OPERATIONS

Associations must comply with Fulton County Health Department regulations for concessions operations. Associations are required to purchase their own supplies and equipment, such as microwave, popcorn machine, nacho machine, crock pot, etc.

Associations are required to comply with the terms and conditions of City contracts with food and/or beverage providers for concession operations. Failure to adhere to the terms of any City contracts with concessions providers may result in termination of the facility use agreement. Contact the Department Director or his/her designee for information on current contracts.

Each Association that utilizes the services of a contract vendor (“for-profit” business or individual) to provide concession operations is required to pay the City 15% of all gross receipts from concessions. Gross receipts will constitute any and all revenues collected from sales of concessions. This 15% must be paid directly to the City and held by the City for projects the Association requests (in escrow). Projects for future park improvements require Department Director and Recreation Commission approval. All capital improvements must be completed prior to the start of the following season unless the City agrees that it is in the best interest of the City to delay the completion of the capital improvement.

Each Association that utilizes volunteer board members and/or parents to operate the concession stand is not required to remit a percentage of revenue to the City.

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Concession facilities must be cleaned after each use and at the end of the season. Necessary building maintenance and vandalism should be reported to the City.

11. RESTROOMS

It shall be the responsibility of Associations to ensure that restrooms are inspected after each program session. The City is responsible for the supply of paper products and general maintenance that may occur.

12. SECURING OF FACILITIES

An Association Board member, Coach or Club Approved Field Marshall should be responsible for securing facilities after each use, including all practices and games. This includes closing and locking of all buildings, the turning off of all lights and scoreboards, and ensuring all necessary gates are closed and secured. Association board members and coaches are asked to turn off lights and scoreboards immediately following the last practice or game of the night, instead of waiting for the timer to take effect.

13. KEYS

Keys to all required facilities will be distributed to the Commissioner/President of the Association and may be distributed to the necessary individuals. A list of all individuals who have keys in their possession shall be submitted to the Department. The Association is responsible for returning all issued keys at the conclusion of the program. Any unreturned keys are subject to a fine at the discretion of the City. Periodically, the Department will change the locks and/or combinations to buildings, gates, and electrical boxes. The Department will notify affected Association of any changes and will supply new keys/combinations as needed.

14. PUBLICITY

Associations must provide the Department with information at least two (2) weeks prior to publicizing the information to past and potential participants and on the Association website. The purpose of this is to ensure that guidelines for registration and fee structures (resident/non-resident) are followed by each Association. The Department will review information and notify Association within five (5) business days if any changes need to be made in order to comply with established guidelines.

The Department will provide links to Association websites on the City's website, www.alpharetta.ga.us. The Association must notify the City if the web address changes. Associations may request assistance from the City to help with marketing of registration. City may send news releases to local media outlets, email notifications to Department participants, include information in the City's e-newsletter and the Department's Facebook page. The City will not pay for Association advertising, flyers, mailings, etc.

15. PUBLIC USE OF FIELDS

The Facility Use Agreement applies only to organized league play for the duration of the agreement as specified on the agreement. Unless otherwise scheduled, the facilities are available to the public on a first come first serve basis or may be rented by the Department to outside groups for activities deemed appropriate and beneficial to the City.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

The terms of any facility rental agreements between the Department and outside groups are established and agreed upon solely by the City and the group renting the City's facilities. These agreements are independent of the lease agreements with the Associations. The City will not rent facilities to teams and programs that compete with the City's partner Associations. The City may host large tournaments through the Alpharetta Convention and Visitors Bureau.

16. ACCIDENT/INCIDENT REPORTS (attached)

The Association is responsible for filing an accident/incident report to the City which documents the details of any accident, injury, or incident which occurs on City property. The report should detail what occurred, the time of the accident/incident, where it occurred, who was involved, and who witnessed the accident/incident and filed the report. A copy of the accident/incident report is included in this manual. The report shall be submitted to the Department within two (2) working days of the accident/incident. Any and all accidents/incidents must be reported!

17. PARTICIPANT EVALUATIONS

All participants in Association programs must be given an opportunity to complete a participant evaluation at the conclusion of each athletic season in which he/she participated. The evaluation should include questions pertaining to the administration and organization of the program (i.e., ease of registration, quality of the coaches, program structure, program content, etc.), and the condition and appearance of the Department facilities. The Association should ask participants for comments and suggestions to improve the program. A summary of participant evaluations should be prepared and distributed to the Association Board, the Department, and the Recreation Commission within two (2) months at the end of each season. Upon request, the Association must make completed participant evaluations available to the Department and/or Commission. The City reserves the right to conduct independent participant surveys.

18. GRIEVANCE PROCEDURE

All participants must have due process to address any grievances with the Association's Board at a scheduled meeting.

19. COMPLAINT PROCEDURE

Any written complaint regarding a coach, league official, umpire, etc., should be copied to the Department Director.

20. BACKGROUND CHECK - VOLUNTEERS

All Association board members and any individual who wants to coach a youth team shall go through the City's criminal history background check once per calendar year. All potential volunteers must complete the Request for Criminal History form and provide a copy of valid photo identification. An Association representative shall be designated to collect the documentation and shall submit this to the designated Department staff, who will coordinate with Alpharetta Department of Public Safety.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

The Recreation Services Manager confers with the Department Director on any problematic criminal history background checks. Any individual who does not meet City standards for criminal history background check will not be allowed to coach in the youth league and should not be assigned a team. Potential volunteers who refuse to provide information necessary to complete the criminal history background check shall not be allowed to volunteer.

NOTE: Associations are responsible for collecting and submitting criminal history background check documentation (forms and photo ID) at least one (1) month prior to finalizing team coaching assignments. This will allow ample time for the criminal history background check to be completed. Association will be notified of any and all potential volunteers who do not successfully pass the City's criminal history background check. It is the Association's responsibility to inform volunteers of the outcome of their criminal history background checks. The City provides a process for any denied application to request an appeal of decision. This information is available upon request. The Department strongly encourages all Associations to submit background checks for potential assistant coaches.

21. BACKGROUND CHECK – OFFICIALS AND UMPIRES

Each Association who has a contractual agreement with an outside vendor to provide officiating services for the Association shall require, as part of the written agreement, that all officials/umpires who will be scheduled to officiate at Association activities complete a criminal history background check prior to officiating any games for the Association. The criminal history background check should be performed once per calendar year. The Association shall require appropriate documentation of completion of background checks. Documentation must be maintained on file by the Association.

22. MANDATORY REPORTING LAW

Volunteers who work with children are required by law to report suspected child abuse. The mandatory reporting requirement is a provision in HB 1176, the criminal justice reform bill signed by Governor Nathan Deal on May 2, 2012. Specifically, HB 1176 changed the definition of "child service organization personnel" to include volunteers. The law defines "child service organization personnel" as follows: "Child service organization personnel" means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

It will be the responsibility of each Association to ensure that all volunteers and contracted vendors are notified of the law. All Association volunteers must complete a training program before being allowed to serve as a volunteer for the Association. The City will provide access to online training for volunteers as available.

23. CONCUSSION AWARENESS POLICIES AND PROCEDURES

HB 48 by the Georgia Legislature requires agencies to educate youth athletes and their parents on the dangers of concussions in youth athletic activities. The Georgia Department of Public Health is referring everyone to the “Heads Up – Concussion in Youth Sports” program offered by the CDC. The following is a link to the program: http://www.cdc.gov/concussion/HeadsUp/online_training.html.

It is the policy of the Department to educate coaches, referees, employees, instructors of at-risk activities, trainers, parents, and participants of the signs, symptoms and behaviors consistent with sports- and activity-induced concussions. Further, the Department requires that any participant, under the age of 18, suspected of a concussion or head injury must be removed from the activity and it is recommended that the participant be examined by a licensed health care provider. If a participant is deemed by a licensed health care provider to have sustained a concussion, Department personnel or other designated personnel (coaches, referees, instructors of at-risk activities, trainers, and parents) shall not permit the participant to return to play until he or she receives documented clearance from a licensed health care provider for a full or graduated return to play.

A full copy of the Department’s policies and procedures is available upon request.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

FACILITY GUIDELINES AND ORDINANCES

Associations are responsible for adherence to all City and park ordinances.

1. HOURS OF OPERATION

City facilities open at 8:00am and close at 11:00pm. Associations are not allowed to conduct a program prior to 8:00am and after 11:00pm, unless prior written approval has been given by the Department.

2. USE OF PARKS FOR GOLF PRACTICE

Parks may not be used for golf practice, with the exception of disc golf which is permitted at the disc golf course at Wills Park.

3. MOTOR VEHICLES IN PARKS

Motorized vehicle operation is restricted to prescribed paths, marked roadways, driveways, and parking lots. This also applies to parking in areas other than designated parking spaces. Unauthorized vehicles are not allowed in “plaza” areas of ball fields without permission from the Department.

4. LITTER CONTROL

It is unlawful to litter. Each Association is responsible for insuring that all fields, parking lots, restrooms, dugouts, bleachers, concession areas, etc. are kept clean and litter free on a daily basis. Clean up fees may be assessed to Associations not adhering to this policy. All litter should be picked up and placed in the proper containers.

5. ALCOHOL BEVERAGES

Per City ordinance, the selling or consumption of alcoholic beverages on park property is strictly prohibited.

6. TOBACCO USE

Per City ordinance, the use of any and all tobacco products on park property is strictly prohibited.

7. ANIMALS IN PARKS

Other than service animals, it is against park regulations for any individual who possesses or is in charge of a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner’s responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. For the safety of all, pet owners are required by law to obey Fulton County leash laws while visiting city of Alpharetta Park facilities.

8. NOISES AND SOUNDS PROHIBITED

It is unlawful for any person to make, continue or cause to be made any loud, unnecessary, or unusual noises that annoy, disturb, injure, or endanger the safety or comfort of others in the area.

9. CLOSING OF BALLFIELDS

The Department may close to the Association and/or public any ballfield or facility for maintenance purposes. Such facilities will be posted, and it is unlawful for any person to enter a closed facility.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

PARK/FACILITY REGULATIONS

1. Associations conducting youth activities on City facilities must have at least one (1) adult present for every fifteen (15) youth participating in an activity to supervise all scheduled activities from the outset to the conclusion of the activity.
2. Participants, Spectators, Parents, Coaches, or Officials of an organization must display appropriate conduct while operating activities on City facilities and must adhere to the Department's Code of Conduct. A copy of this document is available upon request. Association is responsible to provide this information to the appropriate parties. Continuous failure to do so could result in the termination of this agreement.
3. The Association shall be responsible for any damage incurred to the facilities while in use by the Association. Persistent damage to City facilities while in use by the Association could result in agreement revocation.
4. The Association is responsible for policing the area around athletic fields, plaza areas, parking lots, rest rooms, concession stand, dugouts, and walkways. This must be completed upon the conclusion of each activity.
5. Association representatives are responsible to report any/all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.
6. The Department will supply locks for all required facilities and structures. Keys and/or combinations will be distributed as per Department policy.
7. The City shall be responsible for mowing the grass, moving bleachers, general maintenance, etc., unless otherwise specified in the agreement.
8. A designated Association member must make sure the facilities are secure and all lights turned off before departing the area.
9. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.
10. Bicycles, roller blades, skateboards are prohibited on walkways or other designated areas.
11. No game shall begin after 10:00pm; every effort should be made to conclude by 11:00pm.
12. Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department: 678-297-6152, athleticprograms@alpharetta.ga.us.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

DEPARTMENT PERSONNEL AND CONTACT INFORMATION

Director

Morgan Rodgers, CPRP 678-297-6103 mrodgers@alpharetta.ga.us

Administrative Office Coordinator

Sarah Bausano 678-297-6104 sbausano@alpharetta.ga.us

Wills Park Manager – Park Facilities,

Equestrian Center

Matt Casey, CPRP 678-297-6122 mcasey@alpharetta.ga.us

Parks Services Manager – Park Supervisors, Greenway

Eric Milley, CPO, CPSI 678-297-6106 emilley@alpharetta.ga.us

Park Supervisor II

Barry Pike (Greenway) 678-297-6125 bpike@alpharetta.ga.us
Chris Anderson (North Park) 770-891-9862 canderson@alpharetta.ga.us

Nate Hand, CPSI (Webb Bridge) 770-751-7841 nhand@alpharetta.ga.us

Administrative Assistant II - Parks

Ruby Flynn 678-297-6123 rflynn@alpharetta.ga.us

Community Services Manager

Amanda Musilli 404-314-1245 amusilli@alpharetta.ga.us

Communications Manager

Deanna McKay 678-879-2568 dmckay@alpharetta.ga.us

Cultural Arts Services Manager

Kim Manning 678-297-6078 kmanning@alpharetta.ga.us

Alpharetta Arts Center 678-297-6135 arts@alpharetta.ga.us

Recreation Services Manager

Christine Young 678-297-6154 cyoung@alpharetta.ga.us

Recreation Centers/Program Areas

General Information 678-297-6100 recreation@alpharetta.ga.us

Athletics Supervisor II- Tyler Spinnenweber 678-297-6163 athleticprograms@alpharetta.ga.us

Alpharetta Community Center (Wills Park) 678-297-6100 accprograms@alpharetta.ga.us

Alpharetta Adult Activity Center (North Park) 678-297-6140 activeadults@alpharetta.ga.us

Wills Park Recreation Center (Wills Park) 678-297-6130 wprcprograms@alpharetta.ga.us

Wills Park Pool, Aquatics and Wellness 678-297-6153 aquatics@alpharetta.ga.us

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES



City of Alpharetta Citizen Accident / Incident Report Form

Name:		Phone:		Date	
Event Attending:				Time	☐ AM ☐ PM
Event Sponsor:			Phone:		
Address of Accident/ Incident:					
Facility/ detailed area where Accident/ Incident occurred:				Number of persons involved:	
Police notified: ☐ Yes ☐ No		EMS notified: ☐ Yes ☐ No		Is injured party a minor? ☐ Yes ☐ No	
Parent/ Guardian Notified: ☐ Yes ☐ No		Name of Contact			
Method of notification		Phone Number			
☐ Phone		Email Address			
☐ Email					
☐ In Person					
Witnesses to the accident/ incident					
Name (print)		Signature		Phone	
				Day: Evening:	
				Day: Evening:	
				Day: Evening:	
Accident/ Incident Summary (WHO CAUSED INCIDENT, WHAT HAPPENED TO CAUSE INCIDENT, WHERE DID THE OCCUR): 					
If applicable, who offered treatment options:			What treatment was provided?		
Did injured party request medical treatment: ☐ Yes ☐ No			** Photos of Incident/ Accident Site taken: ☐ Yes ☐ No		
If minor, parent name:			Signature		
Person completing form:					
		(Print Name)	Signature	Date	
		Day Phone		Evening Phone	

** Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident.

Fax the completed form to the Finance Department at 678-297-6063.

02/24

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

ASSOCIATION CHECKLIST

REQUIRED ANNUALLY AND/OR BEFORE SEASON BEGINS EACH YEAR:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
Proof of Non-profit status submitted to ARPCS	On file each year	_____
Current Association by-laws to ARPCS	On file each year	_____
Copy of Certificate of Insurance naming ARPCS as a certificate holder	On file each year	_____
Open election of Board of Directors	On file each year	_____
Annual membership meeting	Annually	_____
Coach Background Check Consent Forms	Annually	_____
Signed Facility Use Agreement	Annually	_____
Financial Statements – to include the following;	Annually	_____
1. Summary of operating budget, income and expenses		
2. Summary of capital expenditures		
3. Registration fees charged to participants		
4. Federal and State tax returns		
5. Profit and Loss statement		
Slate of nominated officers and home address to ARPCS 30 days before elections		_____
List of elected officers to ARPCS	One month after elections	_____
Rosters to ARPCS	One month after end of registration period	_____
Master Schedule to ARPCS (tryouts, practices, games)	1 month before season	_____

REQUIRED AFTER THE SEASON ENDS:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
Participant Evaluation Summary to ARPCS	2 months after each season	_____
Payment of Non-Resident Fees to City	3 months after each season	_____
List of Certified Coaches to ARPCS	Provide upon request	_____

REQUIRED SEASONALLY/AS NEEDED:

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
List of key holders to ARPCS	Update as necessary	_____
Accident/Incident Reports	As necessary	_____
Copy of Coach Complaint to ARPCS	As necessary	_____
Information for ARPCS promotions	TBD by ARPCS	_____

**Due Dates for each Association will be discussed and agreed upon with each Association Commissioner/President during the contract review process. Some Due Dates will vary per Association, based on Association fiscal year.*

Note: ARPCS = Alpharetta Recreation, Parks, and Cultural Services

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

FACILITY USE AGREEMENT

This agreement made this 11th day of November, 2025 by the City of Alpharetta and North Atlanta Football League, Inc., a non-profit organization called the “Association”.

Witnessed:

In consideration of the mutual agreements contained in this document, the City and Association agree as follows:

1. The Association agrees to provide a youth sports program (organized league play) as a service for the City in accordance with all policies and procedures for youth sports associations operating on city property previously set forth, (including the Youth Athletic Association Facility Use Agreement and Organizational Requirements) and attached in this agreement.
2. This Facility Use Agreement shall begin on the Effective Date and terminate on December 31, 2026. Thereafter, in accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.
3. The City agrees to authorize the Association the use of fields and facilities as listed below at North Park. The agreement includes use of all support structures (dugouts, lights, press-boxes, concession stands, storage facilities, bleachers, batting cages, fencing, etc.) for approved league play unless otherwise specified. See Exhibit A for detailed information on days and times of approved use of fields and facilities.
4. The Association agrees the facilities will be used in a safe manner, and in compliance with all applicable federal and state laws and City ordinances, rules and regulations.
5. Association shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Association without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have and shall not be a waiver of any subsequent breach of terms or conditions.
7. The City may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

8. It is agreed and understood that the Association shall indemnify and hold the City, its agents and employees harmless from any and all liability, costs, legal fees, expenses, damage or injury to participants or property, and any claim or causes of action arising out of the performance of this agreement or negligence.
9. This agreement may be modified only by a written agreement between the City and the Association.
10. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
11. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers or employees.
12. For the purpose of this agreement, any notices required to be sent to the parties shall be mailed to the following respective addresses:

ASSOCIATION NAME: North Atlanta Football League, Inc.

ADDRESS: 2705 Bethany Creek Court

CITY/STATE/ZIP: Milton, Ga 30004

PHONE: 419-343-2013

WEBSITE: nafl.club

EMAIL: a

CITY: Alpharetta Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attn: Athletics Supervisor
678-297-6163
athleticprograms@alpharetta.ga.us

13. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
14. The City has designated the Athletics Supervisor II for the City as its contact person, coordinator, and liaison person with the Association in the execution of the terms of this agreement.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

15. The Association shall not have the right to assign the interest it holds in this agreement.
16. The facilities shall not be used for any purpose other than those designated within this agreement, without the written consent of the City.
17. The Association may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Association members agree to abide by all City policies and procedures as attached in this agreement.
19. The Association will adhere to fee policies set by the City, including fees that may not yet be currently established.
20. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of ARPCS. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
21. The Association acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the Association under this Facility Use Agreement were funded by the taxpayers of the City and are owned by the City, and further due to the fact that the recreation fees generated from the availability of such fields, the Association is subject to the Open Records and Open Meeting laws of the state of Georgia. The Association agrees to comply with those laws. To the extent that the Association is uncertain or needs assistance as to proper compliance with such laws, the City shall provide such assistance and guidance. The Association further agrees that all books and records of the Association shall be made available to the City of Alpharetta as and when requested for review or audit.
22. City shall have the right to terminate this Agreement upon failure of Association to perform its obligations to the satisfaction of City. Prior to exercising this right of termination, City shall provide Association with a written notice specifying Association's failure to perform and providing Association with a reasonable opportunity to cure its performance. In the event that Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the Agreement by providing written notice of termination to Association.

Association shall have the right to terminate this Agreement upon failure of City to perform its obligations to the satisfaction of Association. Prior to exercising this right of

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

termination, Association shall provide City with a written notice specifying City's failure to perform and providing City with a reasonable opportunity to cure its performance. In the event that City fails to cure its performance, or in the event of subsequent failure to perform, Association shall have the right to immediately terminate the Agreement by providing written notice of termination to City.

Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

I hereby acknowledge and understand that the Association of which I am authorized to represent will abide by and comply with the terms and conditions as set forth in this Facility Use Agreement as well as all of the policies, procedures, guidelines, and rules contained within the City's Youth Athletic Association Handbook. I understand that failure of the Association or any of its members to comply may result in termination of this Agreement with the City.

**NORTH ATLANTA FOOTBALL LEAGUE,
INC.**

CITY OF ALPHARETTA, GEORGIA

By: _____
David Cramer, Association Representative

By: _____
Jim Gilvin, Mayor

WITNESS:

APPROVED AS TO CONTENT:

By: _____
Tony Palazzo, Association Representative

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
Jennifer McCall, City Attorney

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

EXHIBIT A

2026 FACILITY USE AGREEMENT – NORTH ATLANTA FOOTBALL LEAGUE, INC. (NAFL)

MOU WITH CITY OF MILTON

The City of Alpharetta Mayor and Council Members approved a resolution to enter memorandum of understandings (MOU's) with the City of Milton. The "Parks without Borders" MOU provides for a mutual waiving of non-resident fees for residents of each city who participate in the partner city's recreational football program. The MOU also allows residents of each partner city to register for the other city's recreational football program during the second week of registration instead of during the third week of registration. This MOU shall be in effect for the 2026 seasons and shall be renewed automatically with registration through the 2027 seasons unless either City delivers written notice of non-renewal to the other City at least ninety (90) days prior to the expiration of the term or any renewal term.

May 19, 2026 – July 31, 2026:

- North Park Multi-Purpose Field 1: Days/times to be determined and agreed upon by City and NAFL. Field 2 based upon availability in scheduling.

August 1, 2026 – November 15, 2026:

- North Park Multi-Purpose Field 1: Monday through Friday from 5pm to 8:30pm; Field 2 based upon availability in scheduling.
- North Park Multi-Purpose Field 1: Saturdays from 8:00am to 5:00pm (exact schedule of field use to be determined once the game schedule is published); Field 2 based upon availability in scheduling.
- North Park Multi-Purpose Field 2: Field 2 based upon availability in scheduling.
- Alpharetta Recreation, Parks and Cultural Services will use North Park Multi-Purpose Fields 1 & 2 Monday through Friday from 8:45pm to 5:00pm, Saturdays from 5pm to close (pending final published game schedule).
- North Park North Metro Miracle League field may be used with permission from NMML prior to start of the season. Contact Mike Haynes at mikehaynes@str8upsports.com for approval.
- The City in its sole discretion shall consider requests for field time above and beyond the times listed above based on demonstrated need by NAFL. ***All additional clinics and camps scheduled past the end of the regular season must be submitted and approved by City staff prior to the advertising and registration of NAFL's events.***
- Rentals, tournaments, and events may be scheduled by the city after the execution of this facility use agreement.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES

Invoicing Schedule

The Association shall be responsible for submitting rosters to designated City staff in a timely manner for residency verification and invoicing:

Youth Athletics SEASONAL INVOICING				
SEASON	ASSOCIATION	SEASON DATES	ROSTER VERIFICATION	INVOICE SUBMISSION
Fall	AYBA, AYSA, AMBUSH, NAFL	Sept.-Nov.	Mid-November	Mid-December
Winter				
Spring	AYBA, AYSA, CF/Ambush Travel	Mar.-May	Mid-May	Mid-June
Summer	AYBA, AYSA	June – July	Mid-July	Mid-August

Residents on rosters will be verified per the MOU for each Association:
Residents-Alpharetta & Milton

2026 NAFL Contact

Name/Title: David Cramer, President

Email: davidcramer3@gmail.com

Phone: 419-343-2013

GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: North Atlanta Football League, Inc.	Control Number: 15022837
Business Type: Domestic Nonprofit Corporation	Business Status: Active/Compliance
Business Purpose: NONE	
Principal Office Address: 895 Onagh Ct, Milton, GA, 30004, USA	Date of Formation / Registration Date: 2/17/2015
State of Formation: Georgia	Last Annual Registration Year: 2025

REGISTERED AGENT INFORMATION

Registered Agent Name: Vaughn Lemoine
Physical Address: 895 onagh ct, milton, GA, 30004, USA
County: Fulton

OFFICER INFORMATION

Name	Title	Business Address
Thomas DeLaHunt	CFO	2705 Bethany Creek Ct, Milton, GA, 30004, USA
thomas delahunt	Secretary	2705 bethany creek ct, milton, GA, 30004, USA
Vaughn Lemoine	CEO	895 ONAGH CT, MILTON, GA, 30004, USA

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STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: December 8, 2025

AGENDA ITEM:

Financial Management Report (Month Ending October 31, 2025)

Consideration of approval of the Financial Management Report for the month ending October 31, 2025.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending October 31, 2025.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

On a monthly basis, the Finance Department prepares detailed revenue and expenditure statements for all city operating funds (including prior-year comparisons for the General Fund). In addition, this report includes:

1. Detailed capital project report including life-to-date activity;
2. Payments \$5,000 and greater; and
3. Purchase orders with an estimated cost between \$5,000 and \$50,000.

ALTERNATIVES:

ATTACHMENTS:

1. FY 2026 Financial Management Report (4-October)

Financial Management Reports



for the month ending
October 31, 2025
(period 4 of 12 – unaudited)

Please visit the Financial Transparency Portal for additional information including audited financial statements, adopted budgets, and automated tools aimed at simplifying access to the City's financial data.

<https://www.alpharetta.ga.us/212/Financial-Transparency>

Financial Management Reports

Fiscal Year 2026

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CITY OF ALPHARETTA

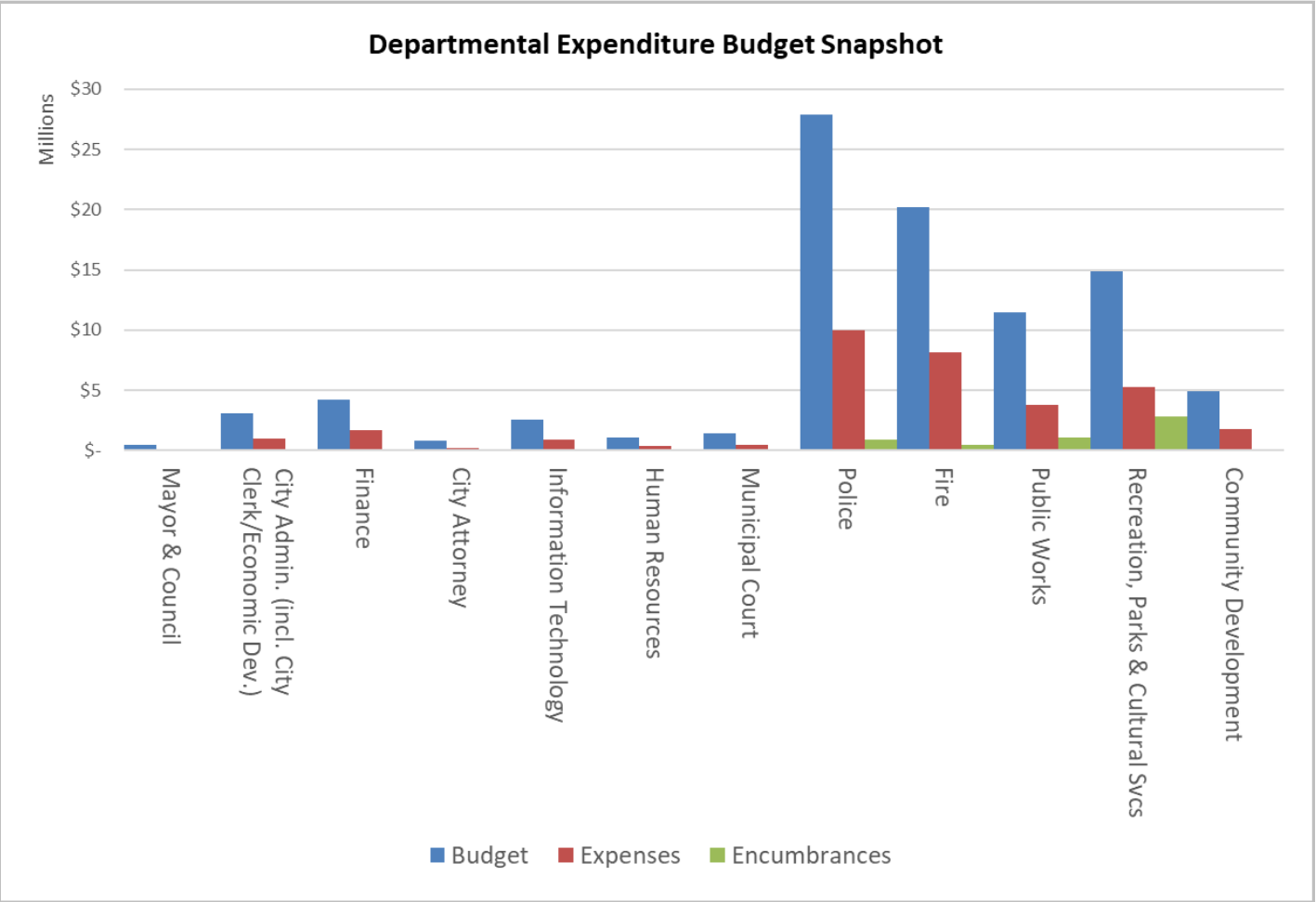
Financial Management Reports

Performance Dashboard

For the month ended October 31, 2025

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL	Revenues	Performance Status	Forecasted Gain/Loss
	Top-10		
	Property/Motor Vehicle Taxes	↔	\$390,000
	Local Option Sales Tax	↔	\$0
	Franchise Tax	↔	(\$50,000)
	Insurance Premium Tax	↑	\$769,239
	Alcohol Beverage Excise Tax	↔	\$25,000
	Building Permit Fees	↔	\$0
	Business and Occupational Tax	↔	\$0
	Court/Traffic Fines	↔	\$0
	Recreation/Special Event Fees	↔	(\$42,642)
	Hotel/Motel Tax (City portion)	↑	\$187,500
	Other Revenues	↔	\$162,201
	Minimum Surplus Goal Needed to Fund Capital: (\$15M Annual Capital Need less \$1.5M allocated in the annual budget and \$4.5M allocated through TSPLOST)		\$9.0M
	Less: Forecasted Revenue Gain		\$1.4M
	Less: Forecasted Expenditure Savings		(\$3.0M)*
	Favorable (Unfavorable) Net Surplus vs \$15M Capital Need:		(\$4.6M)*



* Forecasted losses/savings will be updated once more trend data becomes available.

FUND SYNOPSIS				Non-Allocated	BOND RATING
	Revenue	Expenses			
	General Fund (Contingency)	↔	↔	\$888,917	
	Special Revenue Funds				
	Confiscated Assets Fund (DEA)	↔	↔	\$373,138	
	Opioid Settlement Fund	↔	↔	\$19,558	
	Emergency 911 Fund	↔	↔	\$0	
	Impact Fee Fund	↔	↔	\$1,013,154	
	Hotel/Motel Fund	↑	↑	\$509,435	
	Hotel/Motel Fund (Debt Svc Reserve)			\$1,500,000	
	Debt Service Fund	↔	↔	\$891,906	EMERGENCY RESERVE
	Proprietary Funds				
	Solid Waste Fund	↔	↔	\$0	
	Risk Management Fund	↔	↔	\$1,843,707	
	Medical Insurance Fund	↔	↔	\$91,269	
	Grant Funds				
	Operating Grant Fund			\$16,505	
	Capital Grant Fund			\$31,677	
	Capital Project Funds				
	Capital Project Fund			\$1,469,003	
	Capital Project Fund (Grant Matching Reserve)			\$0	
	Stormwater Capital Fund			\$255,378	
	Series 2022 Bond Fund (Parks)			\$297,023	
	Series 2022 Bond Fund (Potential Arbitrage)			\$1,106,566	
	TSPLOST I Capital Fund			\$1,389,099	
	TSPLOST II Capital Fund			\$3,881,433	
	Blended Component Unit				
	Development Authority Fund			\$244,919	

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund

\$24.2M (25%)

Emergency

911 Fund

\$313K (6%)

Sanitation Fund

\$70K (1%)

Please Note: Current year revenue in excess of budgeted amounts may be available to augment Non-Allocated balances upon City Council approval (e.g. Impact Fees and Confiscated Asset collections).



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR *TH*

DATE: DECEMBER 8, 2025

RE: FINANCIAL MANAGEMENT REPORTS AS OF OCTOBER 31, 2025

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending October 31, 2025.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2026 revenues are budgeted at \$97 million (net of Carryforward Fund Balance totaling \$5 million). As of October 31, 2025, actual revenue collections total 26% or \$25.2 million.

Early trends (property digest valuations and collection trends) indicate a net gain over budget of \$1.4 million with the following details:

• Property Taxes (current year):	\$ 325,000
• Motor Vehicle Title Fee:	75,000
• Franchise Taxes:	(50,000)
• Insurance Premium Taxes:	769,239
• Hotel Taxes (Alpharetta portion):	187,500
• Other:	<u>134,559</u>
Forecasted Gain:	\$1,441,298

The October 1st billing for General Fund property taxes totals roughly \$34.6 million. Property taxes for public utilities will occur in Spring 2026 and is estimated at an additional \$600,000. Historically, the City collects between 98% and 99% of billed property taxes within the fiscal year, with FY 2025 totaling 99%. The FY 2026 budget for property taxes (General Fund) totals \$34 million and represents 97% of the initial billing. The current estimate for property taxes (General Fund) in FY 2026 totals \$34.4 million, or 98% of the initial billing which is in line with historical collection averages.

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
FERGAL M. BRADY
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL

CITY
ADMINISTRATOR
CHRIS LAGERBLOOM

FY 2026 Taxbase statistics:

- Gross property valuations (before reductions for appeals and exemptions).
 - 59% Residential
 - 41% Commercial/Other
- Taxable property valuations (reduced for appeals and homestead exemptions).
 - 49% Residential
 - 51% Commercial/Other
 - Appeal and homestead exemption valuations total \$2.4 billion.
 - Appeal valuations total \$268 million (53% Residential; 47% Commercial).
 - Floating Homestead exemption valuations total \$1.4 billion.
 - General Homestead exemption valuations (including Senior) total \$725 million.
 - Annual tax savings associated with the homestead exemptions total more than \$10.8 million annually.

Motor Vehicle Title Fee collections is trending flat with FY 2025 (\$3.7 million). Collection estimates for FY 2026 tentatively total \$3.7 million (\$75,000 greater than budget).

Franchise taxes for telecommunication have been declining since FY 2022 and is down -10% year-to-date, due primarily to a settlement with a telecom provider, resulting in a revised forecast of \$125,000 in FY 2026 (\$50,000 less than budget). FY 2025 collections totaled \$159,221.

Insurance Premium Tax collections total \$7.2 million in FY 2026 and represent a 14% increase (\$769,239 greater than budget) over FY 2025 collections of \$6.3 million.

Hotel/Motel tax collections is discussed within the Special Revenue Funds section of this letter.

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of October 31, 2025, city departments (not including General Government¹) have encumbered and expensed 43%, or \$39.8 million, of their FY 2026 budget appropriations.

Contingency: The General Fund contingency balance totals \$888,917.

Other Funds

The following section references information included within the attached Performance Dashboard, Grant and Capital Funds Detail Reports, GAAP Financial Statements, etc.

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total \$74,920. Remaining appropriations are set aside for a non-allocated reserve (\$16,505).

¹ General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations total \$949,686. Remaining appropriations are set aside for a non-allocated reserve (\$31,677).

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total \$15.2 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.5 million).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total \$3.9 million. Remaining appropriations are set aside for a non-allocated reserve (\$255,378).

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total \$7.9 million. Remaining appropriations are set aside for a non-allocated reserve (\$297,023) and a reserve for future arbitrage liability (\$1.1 million).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total \$6.2 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.4 million).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals \$52 million and represents Tier-1 project funding.

Current project funding levels approximate 90% of forecasted revenue collections over the life of the 5-year tax (as provided by Georgia State University). For comparison purposes, TSPLOST 1 collections trended at over 90% of forecasted revenue collections. Life-to-date collections for TSPLOST 2 have trended at 121% of the original forecasted revenue collections.

Unspent/unencumbered project appropriations total \$22.6 million. Remaining appropriations are set aside for a non-allocated reserve (\$3.9 million).

Hotel/Motel Fund: FY 2026 revenues are budgeted at \$9.1 million (net of carryforward fund balance totaling \$1.8 million).

Appropriations within the Hotel/Motel Fund are as follows:

- Alpharetta Convention & Visitor's Bureau (43.75% or \$4 million).
- City of Alpharetta (37.5% or \$3.4 million).
- Tourism Product Development (18.75%):
 - \$1.5 million for debt service on the Series 2016 Convention Center Bonds.
 - \$1.5 million for a debt service reserve (included herein to insulate the City from hotel tax fluctuations that may impact debt service funding in any given fiscal year).
 - \$509,435 reserve available for appropriation by the City Council for allowable tourism product development uses.

Hotel tax collections is trending 24% higher than FY 2025 (\$9.3 million) with estimates for FY 2026 tentatively totaling \$9.6 million (\$500,000 greater than budget). Alpharetta's share is \$3.6 million (\$187,500 increase over budget). However, included in the current year revenue collections is \$395,032 from Priceline for the period of November 2021-June 2023. After adjusting for this prior-period revenue, the revised growth trend totals 6% higher than FY 2025.

E911 Fund: FY 2026 revenues are budgeted at \$4.9 million (net of carryforward fund balance totaling \$53,594). As of October 31, 2025, the city has collected 16.5%, or \$813,576. E911 Fund collections (non-prepaid) is trending 13% higher than FY 2025 but the collections are volatile. For example, the non-prepaid collections for FY 2025 totaled \$2.9 million which is only slightly higher than the collections posted in FY 2019 (\$2.7 million). That said, personnel costs in FY 2019 totaled \$2.5 million with the estimate for FY 2026 totaling \$3.9 million.

E911 Fund revenues cannot sustain expenditure trends; accordingly, the FY 2026 adopted budget included a reallocation of \$1 million in expenditure appropriations to the General Fund.

Furthermore, the FY 2026 mid-year budget proposal as well as the FY 2027 proposed budget proposal tentatively includes subsidy requests to cover operations.

Other Items

Council Member Stipend Activity Listing: The FY 2026 budget includes appropriations of \$9,200 for the Mayor and \$8,000 for each City Council Post and the available balances as of October 31, 2025 are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	\$ 9,200	\$ 4,159	\$ 5,041
Post #1: Donald Mitchell	\$ 8,000	\$ 0	\$ 8,000
Post #2: Vacant	\$ 8,000	\$ 331	\$ 7,669
Post #3: Doug DeRito	\$ 8,000	\$ 246	\$ 7,754
Post #4: John Hipes	\$ 8,000	\$ 3,490	\$ 4,510
Post #5: Fergal Brady	\$ 8,000	\$ 350	\$ 7,650
Post #6: Dan Merkel	\$ 8,000	\$ 1,556	\$ 6,444

Development Authority² (Component Reporting Unit)

As of October 31, 2025, the Development Authority has \$244,919 in forecasted resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

² The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.



GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 As of October 31, 2025

	Current Fiscal Year					Prior Fiscal Year		
	2026 Budget	2026 YTD	% Collected	2026 Estimated	Variance	2025 Actual	2025 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 34,075,000	\$ 4,766,876	14.0%	\$ 34,400,000	\$ 325,000	\$ 33,031,495	\$ 5,096,263	15.4%
Delinquent	329,000	(178,039)	-54.1%	329,000	-	423,173	(30,373)	-7.2%
Motor Vehicle Tax	50,000	10,842	21.7%	40,000	(10,000)	50,970	14,361	28.2%
Motor Vehicle Title Fee	3,625,000	950,811	26.2%	3,700,000	75,000	3,722,481	954,964	25.7%
Local Option Sales Tax	22,440,500	5,333,369	23.8%	22,440,500	-	22,333,319	5,558,241	24.9%
Franchise Tax	7,130,000	297,818	4.2%	7,080,000	(50,000)	7,194,127	178,397	2.5%
Insurance Premium Tax	6,390,000	7,159,239	112.0%	7,159,239	769,239	6,279,075	6,279,075	100.0%
Alcohol Beverage Excise Tax	2,825,000	747,201	26.4%	2,850,000	25,000	2,812,914	719,218	25.6%
Building Permit Fees	1,900,000	950,153	50.0%	1,900,000	-	2,459,028	892,452	36.3%
Business and Occupational Tax	2,150,000	65,809	3.1%	2,150,000	-	1,162,682	34,269	2.9%
Court/Traffic Fines	2,275,000	716,766	31.5%	2,275,000	-	2,437,798	730,380	30.0%
Recreation/Special Event Fees	3,865,100	1,160,422	30.0%	3,822,458	(42,642)	3,666,434	1,100,071	30.0%
Hotel/Motel Tax (City portion)	3,412,500	1,363,480	40.0%	3,600,000	187,500	3,477,779	845,995	24.3%
subtotal	\$ 90,467,100	\$ 23,344,746	25.8%	\$ 91,746,197	\$ 1,279,097	\$ 89,051,276	\$ 22,373,313	25.1%
Other Revenues	6,397,491	1,832,949	28.7%	6,559,692	162,201	7,484,244	2,051,426	27.4%
Total Revenues	\$ 96,864,591	\$ 25,177,695	26.0%	\$ 98,305,889	\$ 1,441,298	\$ 96,535,520	\$ 24,424,739	25.3%
 Carryforward Fund Balance	 5,017,048							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 As of October 31, 2025

		Current Fiscal Year						Prior Fiscal Year		
		2026 Budget	2026 Encumbrances	2026 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2025 Exp. (Total)	2025 Exp. (YTD)	% Exp.
Expenditures by Department:										
	Mayor & Council	\$ 443,701	\$ 5,065	\$ 118,015	\$ 320,620	27.7%	26.6%	\$ 339,277	\$ 125,979	37.1%
(1)	City Admin. (incl. City Clerk/Economic Dev.)	3,110,149	142,603	975,484	1,992,062	35.9%	31.4%	2,398,858	831,664	34.7%
	Finance	4,220,564	149,783	1,691,956	2,378,825	43.6%	40.1%	4,008,240	1,562,230	39.0%
	City Attorney	800,000	5,946	169,170	624,884	21.9%	21.1%	719,057	163,716	22.8%
	Information Technology	2,572,375	48,564	946,042	1,577,768	38.7%	36.8%	2,355,024	862,489	36.6%
	Human Resources	1,110,544	33,135	427,340	650,069	41.5%	38.5%	992,950	337,381	34.0%
	Municipal Court	1,410,650	42,442	505,984	862,225	38.9%	35.9%	1,264,685	423,523	33.5%
	Public Safety	-	-	-	-	-	-	42,214,823	15,518,410	36.8%
	Police	27,930,459	923,355	10,012,015	16,995,089	39.2%	35.8%	-	-	-
	Fire	20,242,597	476,144	8,173,016	11,593,438	42.7%	40.4%	-	-	-
	Public Works	11,483,060	1,117,295	3,791,119	6,574,646	42.7%	33.0%	10,778,721	3,305,953	30.7%
	Recreation, Parks & Cultural Svcs	14,873,122	2,873,107	5,285,735	6,714,281	54.9%	35.5%	14,565,991	4,608,789	31.6%
(1)	Community Development	4,884,783	53,830	1,821,175	3,009,778	38.4%	37.3%	4,458,793	1,581,678	35.5%
	subtotal	\$ 93,082,004	\$ 5,871,268	\$ 33,917,051	\$ 53,293,685	42.7%	36.4%	\$ 84,096,420	\$ 29,321,813	34.9%
General Government:										
	Insurance Premiums (Risk)	\$ 1,060,500	\$ -	\$ 353,500	\$ 707,000	33.3%	33.3%	\$ 966,800	\$ 322,267	33.3%
	Gwinnett Tech Bond P&I	291,065	-	33,033	258,033	11.3%	11.3%	286,978	35,989	12.5%
	Transfer(s) to other Funds	6,534,453	-	-	6,534,453	0.0%	0.0%	13,447,780	-	0.0%
	Contingency	913,617	13,520	11,180	888,917	2.7%	1.2%	33,750	27,450	81.3%
	subtotal	\$ 8,799,635	\$ 13,520	\$ 397,713	\$ 8,388,403	4.7%	4.5%	\$ 14,735,308	\$ 385,705	2.6%
Total Expenditures		\$ 101,881,639	\$ 5,884,788	\$ 34,314,764	\$ 61,682,087	39.5%	33.7%	\$ 98,831,727	\$ 29,707,518	30.1%

Notes:

- (1) The Economic Development function was organized under City Administration in FY 2025. All activity prior to FY 2025 for the Economic Development function is reflected under the Community Development Department.



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Category
 As of October 31, 2025

		Current Fiscal Year						Prior Fiscal Year		
		2026 Budget	2026 Encumbrances	2026 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2025 Exp. (Total)	2025 Exp. (YTD)	% Exp.
Expenditures by Category:										
Salaries & Benefits:										
(1)	Regular Salaries	\$ 39,343,530	\$ -	\$ 12,997,003	\$ 26,346,527	33.0%	33.0%	\$ 36,765,832	\$ 10,662,299	29.0%
	Overtime	3,187,532	-	1,345,834	1,841,698	42.2%	42.2%	3,718,642	1,096,315	29.5%
	Group Insurance	10,441,676	-	3,524,784	6,916,892	33.8%	33.8%	8,998,599	3,394,959	37.7%
	FICA and Social Security	3,257,351	-	1,046,943	2,210,408	32.1%	32.1%	2,951,904	847,760	28.7%
	Defined Benefit Pension	3,782,091	-	3,782,091	-	100.0%	100.0%	3,537,725	3,537,725	100.0%
	401(A) Retirement/Match	4,426,646	-	1,207,730	3,218,916	27.3%	27.3%	3,586,378	1,141,698	31.8%
(2)	Other	1,958,270	-	1,254,624	703,646	64.1%	64.1%	1,846,107	1,233,902	66.8%
	subtotal	\$ 66,397,096	\$ -	\$ 25,159,009	\$ 41,238,087	37.9%	37.9%	\$ 61,405,188	\$ 21,914,658	35.7%
Maintenance & Operations:										
	Professional Services	\$ 4,093,910	\$ 1,559,117	\$ 1,130,100	\$ 1,404,693	65.7%	27.6%	\$ 3,792,072	\$ 1,045,618	27.6%
	Legal Services	800,000	5,946	169,170	624,884	21.9%	21.1%	719,057	163,716	22.8%
	Vehicle Fuel/Maintenance	1,513,000	17,006	419,150	1,076,845	28.8%	27.7%	1,445,526	495,451	34.3%
	Maintenance Contracts	4,769,450	2,716,389	1,420,305	632,755	86.7%	29.8%	3,681,008	822,958	22.4%
	IT Professional Services	5,484,289	767,492	2,396,901	2,319,896	57.7%	43.7%	3,661,422	2,075,850	56.7%
	General Supplies	1,283,062	210,319	383,509	689,234	46.3%	29.9%	1,284,590	411,215	32.0%
	Utilities	3,437,875	-	979,044	2,458,831	28.5%	28.5%	3,542,059	930,545	26.3%
	Insurance Premiums (Risk)	1,060,500	-	353,500	707,000	33.3%	33.3%	966,800	322,267	33.3%
	Other	3,974,027	563,196	1,040,870	2,369,961	40.4%	26.2%	3,614,548	897,150	24.8%
	subtotal	\$ 26,416,113	\$ 5,839,465	\$ 8,292,549	\$ 12,284,100	53.5%	31.4%	\$ 22,707,081	\$ 7,164,769	31.6%
Capital/Leases/Other:										
	Fire Vehicle/Equip. Leases	\$ 1,005,116	\$ -	\$ 742,009	\$ 263,107	73.8%	73.8%	\$ 779,059	\$ 515,960	66.2%
	Equipment/Capital	316,679	31,803	68,364	216,512	31.6%	21.6%	160,361	46,621	29.1%
	Other	7,500	-	8,621	(1,121)	114.9%	114.9%	11,531	2,071	18.0%
	subtotal	\$ 1,329,295	\$ 31,803	\$ 818,993	\$ 478,499	64.0%	61.6%	\$ 950,951	\$ 564,652	59.4%
General Government:										
	Gwinnett Tech Bond P&I	\$ 291,065	\$ -	\$ 33,033	\$ 258,033	11.3%	11.3%	\$ 286,978	\$ 35,989	12.5%
	Transfer(s) to other Funds	6,534,453	-	-	6,534,453	0.0%	0.0%	13,447,780	-	0.0%
	Contingency	913,617	13,520	11,180	888,917	2.7%	1.2%	33,750	27,450	81.3%
	subtotal	\$ 7,739,135	\$ 13,520	\$ 44,213	\$ 7,681,403	0.7%	0.6%	\$ 13,768,508	\$ 63,439	0.5%
Total Expenditures		\$ 101,881,639	\$ 5,884,788	\$ 34,314,764	\$ 61,682,087	39.5%	33.7%	\$ 98,831,727	\$ 29,707,518	30.1%

Notes:

- (1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.
- (2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.



GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of October 31, 2025

			Fiscal Years 2013-2025		FY 2026					Available Budget
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenues										
Administration										
22013230-371000	C2100	MURAL ART PROJECT	6,786	6,786	\$ -	\$ -	\$ -	\$ -		\$ -
		subtotal			\$ -	\$ -	\$ -	\$ -		\$ -
Public Safety										
22031150-371000	C2310	ALPHA BUS. ASSOC. K-9	17,000	17,000	-	-	-	-		-
22031150-331110	C2317	2023 BULLETPROFF VEST (DOJ)	17,000	14,835	-	2,165	2,165	-		2,165
22031150-331110	G2509	2024 BULLETPROOF VEST (DOT)	13,334	-	-	13,334	13,334	-		13,334
		subtotal			\$ -	\$ 15,499	\$ 15,499	\$ -		\$ 15,499
Public Works										
22041100-371000	G2512	KEEP AMERICA BEAUTIFUL	10,000	10,000	\$ -	\$ -	\$ -	\$ -		\$ -
		subtotal			\$ -	\$ -	\$ -	\$ -		\$ -
Recreation, Parks & Cultural Services										
22061150-347509	C2039	WIRE & WOOD (ACVB SPONSOR)	391,324	341,324	\$ -	\$ 50,000	\$ 50,000	\$ 81,500		\$ (31,500)
22061150-371000	C2234	ARTS CENTER (CERAMICS)	3,627	3,627	-	-	-	-		-
22061150-347509	C2308	MUSIC MATCH SPONSORSHIPS	3,308	3,145	-	163	163	1,929		(1,766)
22061150-371000	C2308	MUSIC MATCH APPLICATIONS	6,476	6,476	-	-	-	-		-
22061150-371000	C2528	SENIOR TALENT SHOW	2,500	2,500	-	-	-	-		-
22061150-336000	G2508	FC ARTS & CULTURE	9,000	9,000	-	-	-	-		-
22061150-336000	G2511	2025 CAMP HAPPY HEARTS	5,000	5,000	-	-	-	-		-
22061150-371000	C2617	COMM AGR FACILITY RENOVATION	-	-	-	-	-	811		(811)
		subtotal			\$ -	\$ 50,163	\$ 50,163	\$ 84,239		\$ (34,076)
General Government										
22090200-361000		INTEREST EARNINGS			\$ -	\$ -	\$ -	1,684		\$ (1,684)
22090200-362000		REALIZED GAIN/LOSS			-	-	-	(41)		41
22090200-363000		UNREALIZED GAIN/LOSS			-	-	-	511		(511)
22090200-395000		CARRYFORWARD FUND BALANCE			-	147,257	147,257	-		147,257
		subtotal			\$ -	\$ 147,257	\$ 147,257	\$ 2,154		\$ 145,103
		Total			\$ -	\$ 212,919	\$ 212,919	\$ 86,394		\$ 126,525



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of October 31, 2025

			Fiscal Years 2013-2025		FY 2026						
Account #	Project		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget	
Expenditures											
City Administration											
22013230-521200	C2100	MURAL ART PROJECT	24,002	10,300	\$ -	\$ 13,702	\$ 13,702	\$ 7,700	\$ -	\$ 6,002	
subtotal					\$ -	\$ 13,702	\$ 13,702	\$ 7,700	\$ -	\$ 6,002	
Public Safety											
22031150-521200	C2310	ALPHA BUS. ASSOC K-9	17,000	10,560	-	6,440	6,440	-	-	6,440	
22031150-542100	C2317	2023 BULLETPROOF VEST (DOJ)	34,000	34,000	-	-	-	-	-	-	
22031150-542100	G2509	2024 BULLETPROOF VEST (DOT)	26,669	14,653	-	12,016	12,016	11,229	-	787	
subtotal					\$ -	\$ 18,456	\$ 18,456	\$ 11,229	\$ -	\$ 7,227	
Public Works											
22041100-522240	G2512	KEEP AMERICA BEAUTIFUL	10,001	5,433	\$ -	\$ 4,568	\$ 4,568	\$ 94	\$ -	\$ 4,474	
subtotal					\$ -	\$ 4,568	\$ 4,568	\$ 94	\$ -	\$ 4,474	
Recreation, Parks & Cultural Services											
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	367,515	220,549	\$ -	\$ 146,966	\$ 146,966	\$ 50,000	\$ 50,000	\$ 46,966	
22061150-531100	C2102	FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630	
22061150-531100	C2212	PARKING PERMIT - FILM	4,000	3,750	-	250	250	-	-	250	
22061150-531100	C2234	ARTS CENTER (CERAMICS)	6,693	3,267	-	3,426	3,426	-	-	3,426	
22061150-531100	C2237	PARTNERED EVENTS	5,000	4,305	-	695	695	-	-	695	
22061150-521200	C2308	MUSIC MATCH APPLICATIONS	9,786	8,315	-	1,471	1,471	-	-	1,471	
22061150-531100	C2528	SENIOR TALENT SHOW	2,500	-	-	2,500	2,500	2,471	-	29	
22061150-521200	G2508	FC ARTS & CULTURE	9,000	8,250	-	750	750	-	-	750	
22061150-531100	G2511	2025 CAMP HAPPY HEARTS	5,000	5,000	-	-	-	-	-	-	
subtotal					\$ -	\$ 159,688	\$ 159,688	\$ 52,471	\$ 50,000	\$ 57,217	
Non-Allocated											
22090200-579000		CONTINGENCY			\$ -	\$ 16,505	\$ 16,505	\$ -	\$ -	\$ 16,505	
22090200-579011		MATCH (GRANTS UNDER REVIEW)			-	-	-	-	-	-	
subtotal					\$ -	\$ 16,505	\$ 16,505	\$ -	\$ -	\$ 16,505	
Total					\$ -	\$ 194,463	\$ 212,919	\$ 71,494	\$ 50,000	\$ 91,425	



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds

Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
As of October 31, 2025

			Fiscal Years 2013-2025		FY 2026					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Public Works										
34041100-334310	G2600	FY 2026 LRA GRANT (MILLING/RESURFACING)	576,107	-	\$ -	\$ 576,107	\$ 576,107	\$ -		\$ 576,107
34041100-334310	G2601	FY 2026 LMIG GRANT	781,162	-	-	781,162	781,162	\$ 781,162		0
34041100-334310	G2602	FY 2026 LRA GRANT (BRIDGE MAINT.)	275,000	-	-	275,000	275,000	-		275,000
subtotal					\$ -	\$ 1,632,269	\$ 1,632,269	\$ 781,162		\$ 851,107
Recreation, Parks & Cultural Services										
34061150-371000	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	5,314	\$ -	\$ 69,686	\$ 69,686			\$ 69,686
34061150-331310	G2507	LWCF GRANT (N PARK LIGHTING)	495,000	-	-	495,000	495,000	-		495,000
34061150-331350	G2603	ADA-AAC PARKING LOT CDBG GRANT	110,000	-	-	110,000	110,000	-		110,000
subtotal					\$ -	\$ 674,686	\$ 674,686	\$ -		\$ 674,686
General Government										
34090200-361000		INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 12,517		\$ (12,517)
34090200-362000		REALIZED GAIN/LOSS			-	-	-	(241)		241
34090200-363000		UNRELIZED GAIN/LOSS			-	-	-	2,447		(2,447)
34090200-395000		CARRYFORWARD FUND BALANCE			-	31,677	31,677	-		31,677
subtotal					\$ -	\$ 31,677	\$ 31,677	\$ 14,723		\$ 16,954
Total					\$ -	\$ 2,338,632	\$ 2,338,632	\$ 795,885		\$ 1,542,747
Expenditures										
Public Works										
34041100-541410	G2600	FY 2026 LRA GRANT (MILLING/RESURFACING)	576,107	-	\$ -	\$ 576,107	\$ 576,107	\$ -	\$ 576,107	\$ -
34041100-541410	G2601	FY 2026 LMIG GRANT	781,162	-	-	781,162	781,162	-	781,162	-
34041100-541410	G2602	FY 2026 LRA GRANT (BRIDGE MAINT.)	275,000	-	-	275,000	275,000	-	-	275,000
subtotal					\$ -	\$ 1,632,269	\$ 1,632,269	\$ -	\$ 1,357,269	\$ 275,000
Recreation, Parks & Cultural Services										
34061150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	5,314	\$ -	\$ 69,686	\$ 69,686	\$ -	\$ -	\$ 69,686
34061150-541500	G2507	LWCF GRANT (N PARK LIGHTING)	495,000	-	-	495,000	495,000	-	-	495,000
34061150-541500	G2603	ADA-AAC PARKING LOT CDBG GRANT	110,000	-	-	110,000	110,000	-	-	110,000
subtotal					\$ -	\$ 674,686	\$ 674,686	\$ -	\$ -	\$ 674,686



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
As of October 31, 2025

Account #	Project	Fiscal Years 2013-2025		FY 2026					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Non-Allocated									
34090200-579000	CONTINGENCY			\$ -	\$ 31,677	\$ 31,677	\$ -	\$ -	\$ 31,677
	<i>subtotal</i>			\$ -	\$ 31,677	\$ 31,677	\$ -	\$ -	\$ 31,677
	Total			\$ -	\$ 2,338,632	\$ 2,338,632	\$ -	\$ 1,357,269	\$ 981,363



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2025

				Fiscal Years 2013-2025		FY 2026					
				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
Account #				Project							
Revenue											
30131150-337051	C2421	CAD/RECORDS MGMT (MILTON)		241,538	-	\$ -	\$ 241,538	\$ 241,538	\$ -		\$ 241,538
30131150-332200	C2526	TESLA FLEET TAX CREDIT FY2025		30,000	-	-	30,000	30,000	-		30,000
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)		333,926	217,707	-	116,219	116,219	-		116,219
30141100-371000	C2113	ENCORE GREENWAY GATEWAY		1,930,001	429,981	-	1,500,020	1,500,020	-		1,500,020
30161150-371000	C0922	SYNTHETIC TURF (AMBUSH)		14,100	7,050	-	7,050	7,050	7,050		-
30161150-371000	C1911	EQUESTRIAN CENTER		1,978,374	-	-	1,978,374	1,978,374	1,000,000		978,374
30161150-371000	C1929	COMM AG PROGRAM		124,521	122,164	-	2,357	2,357	7,615		(5,258)
30161150-371000	C2010	MEMORIAL PAK ENHANCEMENTS		-	-	-	-	-	5,000		(5,000)
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)		541,249	224,334	-	316,915	316,915	38,313		278,602
30161150-337052	C2426	MAYFIELD PARK - MILTON IGA		59,555	-	-	59,555	59,555	59,555		1
30174150-337000	C0910	TREE REPLACEMENT FUND		1,383,150	1,383,150	-	-	-	408,160		(408,160)
subtotal						\$ -	\$ 4,252,028	\$ 4,252,028	\$ 1,525,692		\$ 2,726,336
Non-Departmental											
30190200-361000		INTEREST EARNINGS				\$ 300,000	\$ -	\$ 300,000	\$ 137,068		\$ 162,932
30190200-362000		REALIZED GAIN/LOSS				-	-	-	(4,436)		4,436
30190200-363000		UNREALIZED GAIN/LOSS				-	-	-	44,889		(44,889)
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND				6,208,340	(1,573,887)	4,634,453	-		4,634,453
30190200-395000		CARRYFORWARD FUND BALANCE				3,405,000.00	15,044,772	18,449,772	-		18,449,772
subtotal						\$ 9,613,340	\$ 13,470,885	\$ 23,384,225	\$ 177,521		\$ 23,206,704
Total						\$ 9,613,340	\$ 17,722,913	\$ 27,636,253	\$ 1,703,213		\$ 25,933,040



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2025

			Fiscal Years 2013-2025		FY 2026					
Account #	Project		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
Expenditures										
Administration										
30113230-544100	C1300	CITY ECONOMIC DEVELOPMENT INITIATIVES	143,750	-	\$ 100,000	\$ 43,750	\$ 143,750	\$ -	\$ -	\$ 143,750
		subtotal			\$ 100,000	\$ 43,750	\$ 143,750	\$ -	\$ -	\$ 143,750
Information Technology										
30117400-542400	C1103	NETWORK AND VOIP	717,680	496,812	\$ -	\$ 220,868	\$ 220,868	\$ 9,476	\$ 22,159	\$ 189,234
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,003	503,653	-	6,350	6,350	-	-	6,350
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	4,290,171	3,629,910	397,800	262,461	660,261	41,742	2,534	615,985
30117400-542400	C1519	WIRELESS ACCESS POINTS	100,000	-	-	100,000	100,000	-	-	100,000
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	166,910	-	233,235	233,235	10,840	-	222,395
30117400-544200	C2201	CITY COUNCIL A/V REPLACEMENT	61,000	-	61,000	-	61,000	54,656	1,019	5,326
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	-	-	50,000	50,000	-	35,500	14,500
30117400-542400	C2600	DATA CTR SERVER REPLACEMENT	500,000	-	500,000	-	500,000	460,639	3,000	36,361
		subtotal			\$ 958,800	\$ 872,914	\$ 1,831,714	\$ 577,352	\$ 64,211	\$ 1,190,151
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	9,863,578	9,840,237	\$ -	\$ 23,341	\$ 23,341	\$ 12,296	\$ 2,429	\$ 8,616
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,925	1,497,154	-	16,771	16,771	10,937	3,719	2,115
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	254,542	-	237,989	237,989	-	-	237,989
30131150-542400	C2052	SECURITY SYSTEM REFRESH	472,060	378,352	-	93,708	93,708	73,727	-	19,981
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,001	908,920	-	1,341,081	1,341,081	3,161	1,335,263	2,658
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,502	425,736	-	23,766	23,766	22,736	-	1,030
30131150-541300	C2314	FIRE STATION FACILITIES ASSESSMENT	300,001	100,850	-	199,151	199,151	-	-	199,151
30131150-542400	C2406	REAL TIME CRIME CENTER	128,901	44,343	-	84,558	84,558	-	-	84,558
30131150-542200	C2407	ASST FIRE MARSHAL EQUIPMENT	63,382	59,866	-	3,516	3,516	-	-	3,516
30131150-542400	C2421	CAD/RECORDS MGMT (MILTON)	241,538	-	-	241,538	241,538	-	241,537	1
30131150-541300	C2501	FS81 RENOVATIONS	2,830,001	96,358	-	2,733,643	2,733,643	32,862	150,967	2,549,815
30131150-541300	C2502	2972 WB RD RENOVATIONS	234,133	156,920	-	77,213	77,213	73,294	605	3,313
30131150-542200	C2504	FY2025 FLEET REPLACEMENT	1,558,689	35,469	-	1,523,220	1,523,220	-	1,241,652	281,568
30131150-542200	V2505	FY2025 FIRE LT VEHICLE	50,000	-	-	50,000	50,000	-	-	50,000



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2025

Account #	Project	Fiscal Years 2013-2025		FY 2026					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
30131150-542100	C2506 FIRE TRUCK EQUIPMENT	187,662	75,000	112,662	-	112,662	31,810	30,778	50,075
30131150-542200	C2526 TESLA FLEET (FY2025)	346,311	345,908	-	403	403	403	-	0
30131150-542200	C2601 FY 2026 FLEET REPLACEMENT	1,600,000	-	1,600,000	-	1,600,000	46,264	42,071	1,511,665
30131150-542100	C2602 GATE SYSTEM REPAIR	32,000	-	32,000	-	32,000	-	-	32,000
30131150-542100	C2603 EV FAST CHARGER	260,000	-	260,000	-	260,000	-	250,250	9,750
30131150-542400	C2604 CAMERA MGMT PROGRAM	225,000	-	225,000	-	225,000	-	-	225,000
30131150-542100	C2605 FARO SCANNER	-	-	75,500	(75,500)	-	-	-	-
30131150-542200	C2616 JAIL OPERATIONS FLEET	50,150	-	-	50,150	50,150	-	-	50,150
	subtotal			\$ 2,305,162	\$ 6,624,548	\$ 8,929,710	\$ 307,488	\$ 3,299,270	\$ 5,322,951
Public Works									
30141100-541200	C0910 TREE REPLACEMENT FUND	\$ 2,126,303	\$ 1,535,636	\$ -	\$ 590,667	\$ 590,667	\$ 31,055	\$ -	\$ 559,612
30141100-541200	C1008 CEMETERY AUTHORITY-MAINTENANCE	481,823	266,994	-	214,829	214,829	5,250	7,125	202,454
30141100-541410	C1207 BRIDGE MAINTENANCE	1,115,212	760,840	-	354,372	354,372	925	-	353,447
30141100-541410	C1208 MAST ARM MAINTENANCE	105,000	34,700	60,000	10,300	70,300	-	-	70,300
30141100-541410	C1215 STRIPING & SIGNAGE	2,494,666	2,476,657	-	18,009	18,009	16,367	-	1,642
30141100-541410	C1217 TRAFFIC CALMING & INTERSECTION IMP	663,585	577,602	50,000	35,983	85,983	18,190	-	67,793
30141100-541410	C1218 TRAFFIC SIGNAL SYSTEM MAINTENANCE	974,269	954,066	-	20,203	20,203	11,887	-	8,316
30141100-541410	C1219 MILLING AND RESURFACING	28,695,922	28,304,837	-	391,085	391,085	-	372,687	18,398
30141100-541410	C1220 TRAFFIC CONTROL EQUIPMENT	1,357,079	1,144,002	200,000	13,077	213,077	43,387	25,622	144,068
30141100-541410	C1221 DESIGN SERVICES	1,113,301	1,014,137	45,000	54,164	99,164	29,684	14,134	55,346
30141100-542200	C1223 FLEET REPLACEMENT	2,420,224	1,736,045	395,000	289,179	684,179	337,109	324,580	22,490
30141100-541200	C1302 TREE PLANTING & LANDSCAPING IMP	1,699,772	1,201,123	165,000	333,649	498,649	19,391	77,455	401,804
30141100-541420	C1801 SIDEWALK MAINTENANCE & REPAIR	240,001	164,811	-	75,190	75,190	19,365	30,000	25,825
30141100-542100	C1802 PW EQUIPMENT REPLACEMENT	277,374	253,783	-	23,591	23,591	2,949	9,510	11,132
30141100-541410	C1901 TRAFFIC RESPONSIVE SYSTEM MAINT	550,003	547,546	-	2,457	2,457	-	-	2,457
30141100-541300	C1902 FIRE STATION RENOVATIONS	435,003	432,405	-	2,598	2,598	-	-	2,598
30141100-541300	C1904 PW HQ RENOVATIONS	90,000	-	90,000	-	90,000	-	62,063	27,937
30141100-541300	C1906 CITY HALL RENOVATIONS	97,500	36,060	32,500	28,940	61,440	-	-	61,440
30141100-541300	C2003 HVAC REPLACEMENTS	591,730	491,730	100,000	-	100,000	-	-	100,000
30141100-541300	C2004 GENERATOR REPLACEMENT	100,000	-	100,000	-	100,000	-	35,499	64,501



CITY OF ALPHARETTA
 Financial Management Reports
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General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
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Account #	Project	Fiscal Years 2013-2025		FY 2026					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
30141100-542400	C2026 TCC HARDWARE/SOFTWARE	170,003	112,571	-	57,432	57,432	2,896	-	54,536
30141100-541410	C2048 STREETLIGHT MAINTENANCE	434,080	301,748	-	132,332	132,332	1,553	10,851	119,928
30141100-541500	C2050 REC FACILITY MAINTENANCE	205,000	155,000	50,000	-	50,000	9,440	-	40,560
30141100-541300	C2053 PARKING GARAGE MAINTENANCE	381,308	299,219	50,000	32,089	82,089	-	3,390	78,699
30141100-541410	C2104 WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	229,165	-	104,760	104,760	-	104,760	-
30141100-541410	C2113 ENCORE GREENWAY GATEWAY	1,930,002	639,191	-	1,290,811	1,290,811	50,145	1,240,646	21
30141100-521200	C2242 NORTHPOINT ALPHALINK (ARC/LCI)	365,001	106,191	-	258,810	258,810	-	35,638	223,172
30141100-541200	C2409 SR9 LANDSCAPING	1,665,000	-	740,000	925,000	1,665,000	-	-	1,665,000
30141100-542100	C2410 WINTER WEATHER EQUIPMENT	65,000	-	-	65,000	65,000	-	-	65,000
30141100-541410	C2509 BRICK PAVER MAINTENANCE/REPAIR	50,001	26,399	-	23,602	23,602	23,051	-	551
30141100-544200	C2510 DOWNTOWN BUS SHELTERS	80,000	3,970	-	76,030	76,030	-	2,950	73,080
30141100-541300	C2511 FACILITY ASSESSMENT/RENOVATIONS	339,647	-	150,000	189,647	339,647	-	189,647	150,000
30141100-541300	C2512 PS FACILITY MAINTENANCE	174,999	74,999	100,000	-	100,000	-	46,867	53,134
30141100-542200	C2513 FY 2025 FORESTRY ASST VEHICLE	50,000	43,915	-	6,085	6,085	1,878	-	4,207
30141100-541410	G2601 FY 2026 LMIG GRANT	234,349	-	-	234,349	234,349	-	234,349	-
30141100-542100	C2611 STAND-ON COMPACT LOADER	50,000	-	50,000	-	50,000	-	46,994	3,006
subtotal				\$ 2,377,500	\$ 5,854,240	\$ 8,231,740	\$ 624,520	\$ 2,874,767	\$ 4,732,453
Recreation, Parks & Cultural Services									
30161150-541200	C1210 TREE MAINT-PLANTING-REMOVAL	\$ 809,757	\$ 584,757	\$ 225,000	\$ -	\$ 225,000	\$ 69,387	\$ 27,907	\$ 127,706
30161150-541500	C1221 DESIGN SERVICES	260,425	220,669	25,000	14,756	39,756	2,400	-	37,356
30161150-542200	C1232 FLEET	534,010	520,838	-	13,172	13,172	-	-	13,172
30161150-542100	C1402 RP EQUIPMENT REPLACEMENT	1,195,788	1,019,830	50,000	125,958	175,958	34,754	12,600	128,604
30161150-544200	C1527 VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	-	5,000	24,861
30161150-541500	C1614 THE STORIES PROJECT	85,000	78,065	-	6,935	6,935	-	-	6,935
30161150-541510	C1636 GREENWAY REPAIR AND MAINTENANCE	1,438,594	488,071	250,000	700,523	950,523	-	1,956	948,567
30161150-541500	C1804 PARK REPAIRS/IMPROVEMENTS	1,182,213	986,650	146,000	49,563	195,563	12,383	-	183,180
30161150-541500	C1806 PARKS PLAYGROUND EQUIPMENT	808,640	738,640	70,000	-	70,000	-	-	70,000
30161150-544100	C1807 PUBLIC ARTS PROGRAM	386,000	303,840	45,000	37,160	82,160	-	-	82,160
30161150-541500	C1911 EQUESTRIAN CENTER	1,978,374	-	-	1,978,374	1,978,374	9,571	1,968,803	-
30161150-541500	C1926 NORTHSIDE MOU (PARKS)	149,904	149,500	-	404	404	-	-	404
30161150-541500	C1929 COMMUNITY AGRICULTURE PROGRAM	124,525	104,993	-	19,532	19,532	7,644	4,992	6,896



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2025

Account #			Fiscal Years 2013-2025		FY 2026					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
30161150-541500	C2010	PARK ENHANCEMENTS	668,218	660,305	-	7,913	7,913	645	-	7,268
30161150-541500	C2035	NORTH PARK RESTROOM 1 - 4	271,180	-	255,000	16,180	271,180	-	266,097	5,083
30161150-541500	C2051	FOUNTAIN MAINTENANCE	86,306	81,606	-	4,700	4,700	-	4,700	-
30161150-541500	C2202	ATHLETIC COURTS RESURFACING	198,433	175,655	-	22,778	22,778	-	-	22,778
30161150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	5,314	-	69,686	69,686	-	-	69,686
30161150-541500	C2304	PARK WOOD POLE REPLACEMENT	125,000	-	125,000	-	125,000	-	-	125,000
30161150-541500	C2309	WACKY WORLD 2.0 (DONATIONS)	541,332	7,411	-	533,921	533,921	94	506,966	26,861
30161150-541500	C2411	PARK TRAIL MAINTENANCE	300,000	194,005	100,000	5,995	105,995	-	3,055	102,940
30161150-541500	C2412	CULTURAL ARTS MASTER PLAN	30,001	29,122	-	879	879	-	878	1
30161150-544100	C2415	PUBLIC ART FUND (CITY LOCATIONS)	82,500	-	25,000	57,500	82,500	2,020	-	80,480
30161150-544100	C2416	PUBLIC ART DEV (CITY PROP)	20,000	-	10,000	10,000	20,000	-	-	20,000
30161150-544100	C2417	PUBLIC ART IN PARKS	40,001	10,111	20,000	9,890	29,890	345	-	29,545
30161150-541500	C2426	MAYFIELD PARK - MILTON IGA	124,556	123,962	-	594	594	204	-	390
30161150-541500	C2514	INNOV ACADEMY SOCCER	40,001	36,182	-	3,819	3,819	-	3,819	-
30161150-541500	C2515	PARK SECURITY IMPROVEMENTS	124,000	-	44,000	80,000	124,000	-	-	124,000
30161150-541500	C2612	WILLS PARK FIELD 5 TURF	100,000	-	100,000	-	100,000	4,600	-	95,400
30161150-541500	C2613	WB MIDDLE - FOOTBALL FIELD	50,000	-	50,000	-	50,000	-	-	50,000
30161150-541500	G2507	LWCF GRANT MATCH (NORTH PARK LIGHTING)	500,001	101,164	-	398,837	398,837	-	-	398,837
30161150-541500	G2603	ADA-AAC PARKING LOT-CITY FUNDING	147,359	-	-	147,359	147,359	-	-	147,359
subtotal					\$ 1,540,000	\$ 4,346,289	\$ 5,886,289	\$ 144,048	\$ 2,806,773	\$ 2,935,468
Community Development										
30174150-544100	C0019	DOWNTOWN PARKING FUND	523,552	315,748	\$ -	\$ 207,804	\$ 207,804	\$ -	\$ -	\$ 207,804
30174150-541410	C1603	DESIGN SERVICES	711,108	517,284	63,600	130,224	193,824	21,160	42,429	130,235
30174150-523400	C2402	GARDEN DISTRICT SIGNAGE	12,700	10,838	-	1,862	1,862	-	-	1,862
30174150-544100	C2403	SOUTH MAIN DISTRICT	200,000	36,607	-	163,393	163,393	-	16,393	147,000
30174150-544100	C2404	BROOKSIDE PARK GATEWAY	300,000	6,863	-	293,137	293,137	-	21,637	271,500
30174150-541410	C2414	BROOKSIDE PARKWAY LAND DIET	40,001	37,128	-	2,873	2,873	2,241	631	1
30174150-544100	C2500	DWTN WAYFINDING SIGNAGE	33,692	32,538	-	1,154	1,154	-	-	1,154
30174150-544200	C2516	MILTON AVE LIGHTING	50,000	-	-	50,000	50,000	-	11,375	38,625
30174150-541410	C2517	ENTRY MONUMENTS	50,000	-	-	50,000	50,000	2,596	22,117	25,287



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2025

Account #			Fiscal Years 2013-2025		FY 2026					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
30174150-521200	C2527	NF COMP TRANSPORTATION PLAN	60,000	-	-	60,000	60,000	42,880	-	17,120
30174150-521200	C2614	COMPREHENSIVE PLAN UPDATE	120,000	-	120,000	-	120,000	15,976	101,545	2,479
subtotal					\$ 183,600	\$ 960,447	\$ 1,144,047	\$ 84,853	\$ 216,127	\$ 843,067
Non-Departmental										
30190200-579000		NON-ALLOCATED			\$ 2,448,278	\$ (979,275)	\$ 1,469,003	\$ -	\$ -	\$ 1,469,003
30190200-579011		MATCH (GRANTS UNDER REVIEW)			-	-	-	-	-	-
subtotal					\$ 2,448,278	\$ (979,275)	\$ 1,469,003	\$ -	\$ -	\$ 1,469,003
Total					\$ 9,913,340	\$ 17,722,913	\$ 27,636,253	\$ 1,738,262	\$ 9,261,148	16,636,842



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
 As of October 31, 2025

		Fiscal Years 2017-2025		FY 2026					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
Non-Departmental									
30290200-361000	INTEREST EARNINGS	696,501	596,501	\$ 100,000	\$ -	\$ 100,000	\$ 42,413		\$ 57,587
30290200-362000	REALIZED GAIN/LOSS			-	-	-	(1,488)		1,488
30290200-363000	UNREALIZED GAIN/LOSS			-	-	-	10,953		(10,953)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH	21,914,364	20,014,364	1,900,000	-	1,900,000	-		1,900,000
30290200-395000	CARRYFORWARD FUND BALANCE	4,863,655	-	-	4,863,655	4,863,655	-		4,863,655
	subtotal			\$ 2,000,000	\$ 4,863,655	\$ 6,863,655	\$ 51,877		\$ 6,811,778
	Total			\$ 2,000,000	\$ 4,863,655	\$ 6,863,655	\$ 51,877		\$ 6,811,778
Expenditures									
Public Works									
30241100-541430-C1308	SW PIPE & STRUCTURE R&M	19,069,356	12,472,296	\$ 2,000,000	\$ 4,597,060	\$ 6,597,060	\$ 1,812,893	\$ 927,642	\$ 3,856,525
30241100-541430-C2518	MID-BORADWELL CULVERT	118,816	107,599	-	11,217	11,217	-	11,216	1
	subtotal			\$ 2,000,000	\$ 4,608,277	\$ 6,608,277	\$ 1,812,893	\$ 938,858	\$ 3,856,526
Non-Departmental									
30290200-579000	NON-ALLOCATED			\$ -	\$ 255,378	\$ 255,378	\$ -	\$ -	\$ 255,378
	subtotal			\$ -	\$ 255,378	\$ 255,378	\$ -	\$ -	\$ 255,378
	Total			\$ 2,000,000	\$ 4,863,655	\$ 6,863,655	\$ 1,812,893	\$ 938,858	\$ 4,111,904



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
 As of October 31, 2025

			Fiscal Years 2022-2025		FY 2026					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
31890200-361000	INTEREST EARNINGS				\$ -	\$ -	\$ -	\$ 271,224		\$ (271,224)
31890200-395000	CARRYFORWARD FUND BALANCE				-	25,466,891	25,466,891	-		25,466,891
	subtotal				\$ -	\$ 25,466,891	\$ 25,466,891	\$ 271,224		\$ 25,195,667
	Total				\$ -	\$ 25,466,891	\$ 25,466,891	\$ 271,224		\$ 25,195,667
Expenditures										
31841100-541420	C1712	ALPHALOOP	6,082,396	684,254	\$ -	\$ 5,398,142	\$ 5,398,142	\$ 14,182	\$ 5,613	\$ 5,378,347
31841100-541420	C2520	ALPHALOOP (ROSWELL ST)	617,087	43,675	-	573,412	573,412	-	573,412	0
31841100-541420	C2521	ALPHALOOP (DEVORE RD)	33,265	30,644	-	2,621	2,621	2,185	436	0
31841100-541420	C2522	ALPHALOOP (OMP TO THOMPSON)	432,157	47,025	-	385,132	385,132	5,700	379,432	1
31841100-541420	C2523	ALPHALOOP (HBR TO WESTSIDE)	35,095	34,952	-	143	143	143	-	0
31841100-541420	C2619	ALPHALOOP (LAKEVIEW PKWY)	300,000	-	-	300,000	300,000	-	-	300,000
31861150-541500	C0922	SYNTHETIC TURF	1,631,777	1,631,777	-	-	-	-	-	-
31861150-541500	C1911	EQUESTRIAN CENTER (CITY)	4,495,909	1,444,597	-	3,051,312	3,051,312	22,332	2,905,264	123,716
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	7,625,459	773,415	-	6,852,044	6,852,044	3,601	6,811,184	37,259
31861150-541500	C2216	UNION HILL PARK	3,280,002	698,406	-	2,581,596	2,581,596	17,178	2,555,097	9,321
31861150-541500	C2217	MID-BROADWELL PARK	496,021	496,021	-	-	-	-	-	-
31861150-541500	C2218	OLD RUCKER PARK	3,360,000	410,530	-	2,949,470	2,949,470	20,859	2,878,597	50,014
31861150-541500	C2219	FARMHOUSE PARK	2,000,000	30,570	-	1,969,430	1,969,430	-	-	1,969,430
31861150-541500	C2220	WATERS ROAD PARK	1,256,501	1,256,501	-	-	-	-	-	-
31861150-541500	C2245	WILLS PARK MAINTENANCE FACILITY	328,634	328,634	-	-	-	-	-	-
31890200-579000	PARKS RESERVE		297,023	-	-	297,023	297,023	-	-	297,023
31890200-579012	RESERVE FOR ARBITRAGE		1,106,566	-	-	1,106,566	1,106,566	-	-	1,106,566
31890200-584000	DEBT ISSUANCE COSTS		368,549	368,549	-	-	-	-	-	-
	Total				\$ -	\$ 25,466,891	\$ 25,466,891	\$ 86,179	\$ 16,109,034	\$ 9,271,677



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
 As of October 31, 2025

			Fiscal Years 2018-2025		FY 2026					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
33590200-395000	CARRYFORWARD FUND BALANCE				\$ 400,000	\$ 23,916,756	\$ 24,316,756	\$ -		\$ 24,316,756
33541100-361000	INTEREST EARNINGS				300,000	-	300,000	372,130		(72,130)
	Total				\$ 700,000	\$ 23,916,756	\$ 24,616,756	\$ 372,130		\$ 24,244,626
Expenditures										
Administration										
33541100-541410	C1631	MCGINNIS FERRY IGA (FORSYTH)	\$ 5,026,415	\$ 1,323,437	\$ -	\$ 3,702,978	\$ 3,702,978	\$ 650	\$ -	\$ 3,702,329
33541100-541410	C1713	KIMBALL BR RD OP IMP.	1,359,742	1,297,487	-	62,255	62,255	-	61,170	1,085
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP.	5,579,476	4,720,172	-	859,304	859,304	68,726	48,409	742,169
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,000	2,811,714	-	2,074,286	2,074,286	691,429	1,382,857	0
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	6,678,125	1,356,541	-	5,321,584	5,321,584	141,316	4,966,832	213,436
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)	6,000,001	4,300,918	-	1,699,083	1,699,083	66,307	590,270	1,042,507
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT)	17,000,002	7,491,835	-	9,508,167	9,508,167	1,464,583	7,569,858	473,726
33590200-579000	CONTINGENCY				700,000	689,099	1,389,099	-	-	1,389,099
	Total				\$ 700,000	\$ 23,916,756	\$ 24,616,756	\$ 2,433,010	\$ 14,619,395	\$ 7,564,351



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
As of October 31, 2025

			Fiscal Years 2022-2025		FY 2026					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
33690200-313400	TSPLOST II				\$ -	\$ 6,985,201	\$ 6,985,201	\$ 3,846,016		\$ 3,139,185
33641100-361000	INTEREST EARNINGS				400,000	-	400,000	401,895		(1,895)
33690200-395000	CARRYFORWARD FUND BALANCE				7,000,000	19,276,729	26,276,729	-		26,276,729
	Total				\$ 7,400,000	\$ 26,261,930	\$ 33,661,930	\$ 4,247,911		\$ 29,414,019
Expenditures										
33641100-541410	C1215	STRIPING & SIGNAGE	\$ 280,000	\$ -	\$ 280,000	\$ -	\$ 280,000.00	\$ 12,180.92	\$ 161,434.00	\$ 106,385.08
33641100-541410	C1219	MILLING & RESURFACING	2,788,893	-	2,788,893	-	2,788,893	-	1,927,583	861,310
33641100-541410	C1713	KIMBALL BR RD GAP	500,001	204,810	-	295,191	295,191	6,227	182,912	106,052
33641100-541420	C1801	SIDEWALK MAINT/REPAIR	750,000	-	750,000	-	750,000	664	-	749,336
33641100-541410	C2040	TRADEWINDS PARKWAY	2,000,000	437,015	-	1,562,985	1,562,985	-	-	1,562,985
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,500,002	8,215,523	-	5,284,479	5,284,479	778,788	968,979	3,536,713
33641100-541410	C2107	NORTH POINT PARKWAY IMP	703,442	439,207	-	264,235	264,235	-	188,099	76,136
33641100-541410	C2224	RAISED INTSECTION (MARIETTA ST)	350,002	292,706	-	57,296	57,296	26,140	31,155	1
33641100-541410	C2225	CROSSINGS (CITY CTR/ CHURCHES)	750,001	38,061	-	711,940	711,940	-	80,639	631,301
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,002	2,329,398	-	1,670,604	1,670,604	28,959	1,416,620	225,025
33641100-541410	C2230	CUMMING ST CORRIDOR	4,757,527	340,811	-	4,416,716	4,416,716	157,761	1,040,828	3,218,127
33641100-541420	C2242	NP ALPHALINK			-	7,937,063	7,937,063	-	-	7,937,063
33641100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	11,110,929	11,048,736	-	62,193	62,193	-	62,182	11
33641100-541410	C2427	DRYDEN RD EXTENSION	3,000,000	1,098	-	2,998,902	2,998,902	-	-	2,998,902
33641100-521200	C2607	TSPLOST 3 EXHIBITS	100,000	-	100,000	-	100,000	-	14,300	85,700
33641100-541410	C2608	MID BROADWELL CROSSWALK	50,000	-	50,000	-	50,000	-	-	50,000
33641100-541410	C2609	NORTHWINDS CROSSWALK	300,000	-	300,000	-	300,000	-	46,939	253,061
33641100-541410	C2610	MAST ARMS (KIMBALL/NWINDS)	250,000	-	250,000	-	250,000	1,791	-	248,209
33690200-579000	CONTINGENCY		3,881,433	-	2,881,107	1,000,326	3,881,433	-	-	3,881,433
	Total				\$ 7,400,000	\$ 26,261,930	\$ 33,661,930	\$ 1,012,511	\$ 6,121,671	\$ 26,527,748



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of October 31, 2025

				Fiscal Years 2013-2025		FY 2026					
Account #		Project		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue											
27074110-341321		IMPACT FEES STREETS & HIGHWAYS		4,138,766	4,138,766	\$ -	\$ -	\$ -	\$ 84,375		\$ (84,375)
27074110-341323		IMPACT FEES RECREATION & PARKS		9,121,036	9,121,036	-	-	-	291,076		(291,076)
27074110-341324		IMPACT FEES PUBLIC SAFETY		1,132,965	1,132,965	-	-	-	21,489		(21,489)
27074110-362000		REALIZED GAIN/LOSS				-	-	-	(1,547)		1,547
27074110-363000		UNREALIZED GAIN/LOSS				-	-	-	18,528		(18,528)
27074110-395000		CARRYFORWARD FUND BALANCE		6,079,080	-	575,000	5,504,080	6,079,080	-		6,079,080
27074110-361000		INTEREST EARNINGS		769,478	769,478	-	-	-	62,590		(62,590)
Total						\$ 575,000	\$ 5,504,080	\$ 6,079,080	\$ 476,509		\$ 5,602,571
Expenditures											
Public Safety											
27031150-541300 C2501		FS 81 RENOVATIONS		170,000	-	\$ -	\$ 170,000	170,000	\$ -	\$ -	\$ 170,000
subtotal						\$ -	\$ 170,000	\$ 170,000	\$ -	\$ -	\$ 170,000
Public Works											
27041100-541420 C2242		NP ALPHALINK		2,062,937	-	\$ -	\$ 2,062,937	\$ 2,062,937	\$ -	\$ -	\$ 2,062,937
subtotal						\$ -	\$ 2,062,937	\$ 2,062,937	\$ -	\$ -	\$ 2,062,937
Recreation, Parks & Cultural Services											
27061150-541500 C2011		WILLS PARK MASTER PLAN		328,634	21,930	\$ -	\$ 306,704	\$ 306,704	\$ 40,146	\$ 266,558	\$ -
27061150-541500 C2035		NORTH PARK RESTROOM 1 - 4 (DESIGN)		528,820	-	345,000	183,820	528,820	-	528,820	-
27061150-541410 C2113		ENCORE GREENWAY GATEWAY		2,000,001	201,893	-	1,798,108	1,798,108	36,469	1,761,639	1
27061150-541500 C2612		WILLS PARKL FIELD 5 TURF		150,000	-	150,000	-	150,000	-	-	150,000
27061150-541500 C2615		MARIETTA-ROSWELL ST PARK		20,000	-	20,000	-	20,000	9,500	9,500	1,000
subtotal						\$ 515,000	\$ 2,288,632	\$ 2,803,632	\$ 86,114	\$ 2,566,517	\$ 151,001



CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of October 31, 2025

		Fiscal Years 2013-2025		FY 2026					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Non-Departmental									
27074110-521200	PROFESSIONAL SERVICES			\$ -	\$ 29,357	\$ 29,357		\$ 29,356	\$ 1
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS			-	52,039	52,039	-	-	52,039
27074110-579002	NON-ALLOCATED PARKS				840,756	840,756	-	-	840,756
27074110-579003	NON-ALLOCATED PUBLIC SAFETY			60,000	60,359	120,359	-	-	120,359
	subtotal			\$ 60,000	\$ 982,511	\$ 1,042,511	\$ -	\$ 29,356	\$ 1,013,155
	Total			\$ 575,000	\$ 5,504,080	\$ 6,079,080	\$ 86,114	\$ 2,595,873	\$ 3,397,093



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of October 31, 2025

		Fiscal Years 2013-2025		FY 2026					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
27590150-314100	HOTEL/MOTEL TAXES	98,056,554	88,956,554	\$ 9,100,000	\$ -	\$ 9,100,000	\$ 2,792,336		\$ 6,307,664
27590150-319201	PEALTY/INT HOTEL/MOTEL TAX	4,804	4,804	-	-	-	-		-
27590150-362000	REALIZED GAIN/LOSS			-	-	-	(536)		536
27590150-363000	UNREALIZED GAIN/LOSS			-	-	-	6,841		(6,841)
27590150-361000	INTEREST EARNINGS	197,536	177,536	20,000	-	20,000	20,625		(625)
	subtotal			\$ 9,120,000	\$ -	\$ 9,120,000	\$ 2,819,267		\$ 6,300,733
Non-Departmental									
27590150-395000	CARRYFORWARD FUND BALANCE	1,752,468	-	\$ -	\$ 1,752,468	\$ 1,752,468	\$ -		\$ 1,752,468
	subtotal			\$ -	\$ 1,752,468	\$ 1,752,468	\$ -		\$ 1,752,468
	Total			\$ 9,120,000	\$ 1,752,468	\$ 10,872,468	\$ 2,819,267		\$ 8,053,201
Expenditures									
Alpharetta Convention & Visitors Bureau									
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION	42,748,387	38,767,137	\$ 3,981,250	\$ -	\$ 3,981,250	\$ 1,221,647	\$ -	\$ 2,759,603
	subtotal			\$ 3,981,250	\$ -	\$ 3,981,250	\$ 1,221,647	\$ -	\$ 2,759,603
City of Alpharetta									
27590150-611100	CITY OF ALPHARETTA DISTRIBUTION	36,168,502	32,756,002	\$ 3,412,500	\$ -	\$ 3,412,500	\$ 1,047,126	\$ -	\$ 2,365,374
	subtotal			\$ 3,412,500	\$ -	\$ 3,412,500	\$ 1,047,126	\$ -	\$ 2,365,374
Recreation, Parks & Cultural Services									
27590150-541500	C2011 WILLS PARK MASTER PLAN	15,070	-	\$ -	\$ 15,070	15,070	\$ 15,070	\$ -	-
	subtotal			\$ -	\$ 15,070	\$ 15,070	\$ 15,070	\$ -	\$ -
Tourism Product Development									
27590150-521200	PROFESSIONAL SERVICES	47,635	42,135	\$ 5,500	\$ -	\$ 5,500	\$ -	\$ -	\$ 5,500
27590150-579000	TPD RESERVE	509,435	-	-	509,435	509,435	-	-	509,435
27590150-579006	DEBT SERVICE RESERVE	1,500,000	-	272,037	1,227,963	1,500,000	-	-	1,500,000
27590151-581100	D1600 PRINCIPAL (2016 CONF CTR BOND)	4,505,000	3,665,000	840,000	-	840,000	-	-	840,000
27590151-582100	D1600 INTEREST PAYMENT (2016 CONF CTR BOND)	7,282,292	6,673,579	608,713	-	608,713	304,356	-	304,357
	subtotal			\$ 1,726,250	\$ 1,737,398	\$ 3,463,648	\$ 304,356	\$ -	\$ 3,159,292
	Total			\$ 9,120,000	\$ 1,752,468	\$ 10,872,468	\$ 2,588,199	\$ -	\$ 8,284,269



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Confiscated Assets Fund (Fund 210; life-to-date for active projects)
 As of October 31, 2025

			Fiscal Years 2013-2025		FY 2026					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
DEA										
21031110-351300	CONFISCATION/FEDERAL SEIZURE		3,556,480	3,556,480	\$ -	\$ -	\$ -	\$ 14,025		\$ (14,025)
21031110-395000	CARRYFORWARD FUND BALANCE		491,829	-	290,000	201,829	491,829	-		491,829
	Total				\$ 290,000	\$ 201,829	\$ 491,829	\$ 14,025		\$ 477,804
Expenditures										
DEA										
21031110-521200	PROFESSIONAL SERVICES		72	72	\$ -	\$ -	\$ -	-	-	\$ -
21031110-523500	EMPLOYEE TRAVEL		47,178	32,030	-	15,148	15,148	-	-	15,148
21031110-523700	EMPLOYEE TRAINING		66,279	63,779	-	2,500	2,500	-	-	2,500
21031110-531100	GENERAL SUPPLIES AND MATERIALS		127,897	107,620	-	20,277	20,277	-	-	20,277
21031110-531700	EMPLOYEE UNIFORMS		8,014	-	-	8,014	8,014	8,013	-	1
21031110-542100	C2503	ARTIC FURNITURE	25,000	-	-	25,000	25,000	-	-	25,000
21031110-542100	C2507	DRONE 1ST RESPONDER PROGRAM	18,800	-	-	18,800	18,800	-	-	18,800
21031110-542100	C2606	TRUNARC DRUG IDENTIFIER	28,952	-	28,952	-	28,952	-	-	28,952
21031110-579000	CONTINGENCY			-	261,048	112,090	373,138	-	-	373,138
	Total				\$ 290,000	\$ 201,829	\$ 491,829	\$ 8,013	\$ -	\$ 483,816



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
State Confiscated Assets Fund (Fund 211; life-to-date for active projects)
 As of October 31, 2025

		Fiscal Years 2013-2025		FY 2026					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
State									
21131120-351301	CONFISCATION/STATE SEIZURE	334,711	334,711	\$ -	\$ -	\$ -			\$ -
21131120-395000	CARRYFORWARD FUND BALANCE	27,136	-	-	27,136	27,136	-		27,136
	subtotal			\$ -	\$ 27,136	\$ 27,136	\$ -		\$ 27,136
	Total			\$ -	\$ 27,136	\$ 27,136	\$ -		\$ 27,136
Expenditures									
State									
21131120-532400	NON-RECURRING EXPENSES	361,486	334,350	\$ -	\$ 27,136	\$ 27,136	\$ 17,812	\$ -	\$ 9,324
	subtotal			\$ -	\$ 27,136	\$ 27,136	\$ 17,812	\$ -	\$ 9,324
	Total			\$ -	\$ 27,136	\$ 27,136	\$ 17,812	\$ -	\$ 9,324



CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
Opioid Settlement Fund (Fund 213; life-to-date for active projects)
As of October 31, 2025

		Fiscal Years 2024-2025		FY 2026					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
21331510-351920	OPIOID SETTLEMENT	78,958	78,958	\$ -	\$ -	\$ -	\$ 15,151		\$ (15,151)
21331510-395000	CARRYFORWARD			-	78,958	78,958	-		78,958
	subtotal			\$ -	\$ 78,958	\$ 78,958	\$ 15,151		\$ 63,807
	Total			\$ -	\$ 78,958	\$ 78,958	\$ 15,151		\$ 63,807
Expenditures									
21331510-523700	EMPLOYEE TRAINING	59,400	-	\$ -	\$ 59,400	\$ 59,400	\$ -	\$ 59,400	\$ -
21331510-579000	CONTINGENCY	19,558	-	-	19,558	19,558	-	-	19,558
	subtotal			\$ -	\$ 78,958	\$ 78,958	\$ -	\$ 59,400	\$ 19,558
	Total			\$ -	\$ 78,958	\$ 78,958	\$ -	\$ 59,400	\$ 19,558



OTHER REPORTS



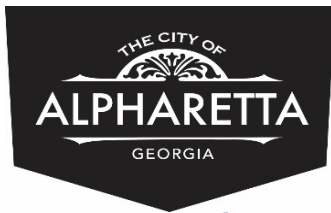
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended October 31, 2025

Vendor	Description	Department	\$ Amount
20/20 BIOLABS INC	CANCER TEST KITS	Fire	\$ 20,845.00
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 14,739.00
AFLAC	VOL SUPP INSURANCE	General Government	\$ 12,619.95
AFLAC	VOL SUPP INSURANCE	General Government	\$ 12,689.54
ALCALDE & FAY LTD	LOBBY SERVICES	City Administration	\$ 5,000.00
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Various Departments	\$ 490,007.18
ALPHA LOOP FOUNDATION	ALPHA LOOP ART SCULPTURES & CHRISTMAS LIGHTS	Various Departments	\$ 27,700.00
ALPHARETTA CONVENTION & VISITORS BUREAU	AUGUST FY26 OCCUPANCY	General Government	\$ 356,747.88
ALPHARETTA CONVENTION & VISITORS BUREAU	SEPTEMBER FY26 OCCUPANCY	General Government	\$ 498,182.70
ALTEC INDUSTRIES INC	CLASS 5 TRUCKS (16,001 - 19,500 LB. GVWR)	Public Works	\$ 162,510.00
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 38,010.69
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 10,782.19
ANIMAL CONTROL	ANIMAL TRAPPING SERVICES	Public Works	\$ 49,081.05
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Police	\$ 10,105.21
AT&T/BELLSOUTH @ 85	911 AT&T SERVICE FEES	Police	\$ 17,300.16
AT&T/BELLSOUTH @ 85	911 ESI NET	Police	\$ 10,105.21
ATKINSREALIS USA INC	PROJECT MANAGEMENT SERVICES: VARIOUS PROJECTS	Public Works	\$ 30,238.27
ATKINSREALIS USA INC	CONSTRUCTION MANAGEMENT SERVICES	Public Works	\$ 7,164.03
AZIMUTH CONTRACTORS	CONSTRUCTION, HIGHWAY AND ROAD	Public Works	\$ 26,139.81
BANC OF AMERICA	2016 & 2022 FIRE TRUCK LEASE PRINCIPLE & INTEREST	Fire	\$ 516,002.97
BLEAKLY ADVISORY	ANALYTICAL STUDIES AND SURVEYS (CONSULTING)	Various Departments	\$ 10,100.00
BNY MELLON	INTEREST (GTECH SERIES 2013)	General Government	\$ 33,032.50
BNY MELLON	INTEREST (2016 CONF CTR)	General Government	\$ 304,356.25
BNY MELLON	INTEREST (GO SERIES 2014R)	General Government	\$ 21,645.00
BNY MELLON	BOND INTEREST (2016 GO BOND)	General Government	\$ 686,993.75
BNY MELLON	INTEREST (GO 2020 REFUNDING)	General Government	\$ 412,500.00
BNY MELLON	INTEREST (GO 2022 BOND)	General Government	\$ 414,133.75
BOUND TREE MEDICAL	EMS SUPPLIES	Fire	\$ 12,803.31
CAMBRIDGE INVESTMENT	PROFESSIONAL SERVICES	Finance	\$ 12,615.79



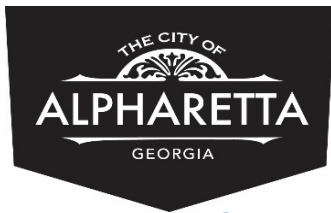
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended October 31, 2025

Vendor	Description	Department	\$ Amount
CARASOFT TECHNOLOGY	SOFTWARE, COMPUTER, RENTAL OR LEASE	Rec., Parks & Cultural Services	\$ 10,181.18
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 38,296.23
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 30,968.00
CITY OF MILTON	LEASE COURTROOM IGA OCT 2025	Municipal Court	\$ 6,775.00
CITY OF ROSWELL	COA SHARED COST FOR RAPSTC	Public Safety (Police, Fire, etc.)	\$ 40,986.85
CLASSIC TENTS & EVENTS	TENTS, TARPAULINS AND SUPPLIES RENTAL OR LEASE	Rec., Parks & Cultural Services	\$ 9,749.77
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP	LEGAL SERVICES	Legal Services	\$ 5,395.88
CORPORATE BILLING	VEHICLE REPAIR & MAINTENANCE	Police	\$ 29,493.92
CORPORATE BILLING	VEHICLE REPAIR & MAINTENANCE	Police	\$ 19,966.06
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 25,892.95
CSTE INC	SW PIPE & STRUCTURE R&M	Public Works	\$ 107,279.50
CSTE INC	RETAINAGE RELEASE: Contract Withholding: 24-122TO2	General Government	\$ 24,755.31
CUMBERLAND LANDSCAPE	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 5,660.16
CZEKALA	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 5,148.00
DANA SAFETY SUPPLY	VEHICLE UPFITTING	Public Safety (Police, Fire, etc.)	\$ 29,564.69
DATA MEDIA ASSOCIATE	SANITATION AND GENERAL STATEMENTS & POSTAGE	Finance	\$ 35,540.97
DC POOL SERVICE LLC.	POOL AND SPLASHPAD SERVICE	Rec., Parks & Cultural Services	\$ 11,508.00
DELL MARKETING LP	SERVERS, MINI/MAINFRAME COMPUTER	Information Technology	\$ 10,840.35
DREAM HOUSE PAINTING	PAINTING, MAINTENANCE AND REPAIR SERVICES	Public Works	\$ 9,440.00
DREAM HOUSE PAINTING	EXTERIOR PAINTING JAIL	Police	\$ 5,640.00
EDGE BUSINESS	MAINTENANCE CONTRACTS	Various Departments	\$ 7,419.97
ESIS INC	MONTHLY WC INVOICE	Risk Management	\$ 19,126.53
ESIS INC	WC MEDICAL SERVICE D FREEMAN	Risk Management	\$ 15,964.24
FLEETIO	POLICE MANAGEMENT SOFTWARE RENEWAL	Police	\$ 17,850.00
FRAZIER & DEETER	AUDITING	City Clerk	\$ 5,000.00
FULTON COUNTY BOARD OF COMMISSIONERS	COLLECTION REPORT SEPTEMBER 2025	Police	\$ 6,630.85
FULTON COUNTY BOARD OF EDUCATION	SEPTEMBER FUEL INVOICE	Various Departments	\$ 30,227.56
FULTON COUNTY SUPERIOR COURT	PARCEL 2 (155 CUMMING STREET)	Public Works	\$ 15,800.00



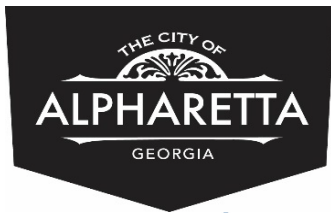
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended October 31, 2025

Vendor	Description	Department	\$ Amount
FULTON COUNTY SUPERIOR COURT	WEBB BRIDGE RD PARCEL 18	Public Works	\$ 16,555.00
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	\$ 16,959.00
GEORGIA BRIDGE AND CONCRETE, LLC	CONSTRUCTION, STREET (MAJOR AND RESIDENTIAL)	Public Works	\$ 28,146.09
GEORGIA GREEN GROUND	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 17,267.80
GEORGIA INFRASTRUCTURE	ENCORE GREENWAY GATEWAY CONSTRUCTION	Various Departments	\$ 98,490.47
GEORGIA INTERLOCAL	2026 SEMIANNUAL INVOICE PTSD PROGRAM	Public Safety (Police, Fire, etc.)	\$ 18,722.00
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 221,018.38
GEORGIA POWER CO	ELECTRICAL SERVICES	Public Safety (Police, Fire, etc.)	\$ 8,551.84
GEORGIA SUPERIOR COURT CLERK'S CO-OP AUTH	COLLECTIONS FOR SEPTEMBER 2025	Police	\$ 30,375.71
GESSNER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 11,734.55
GREENTREE BEDDING	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	\$ 5,947.20
GREENTREE BEDDING	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	\$ 5,947.20
IGNITE ON-SITE MOBILE SERVICE LLC	VEHICLE REPAIR & MAINTENANCE	Fire Administration	\$ 9,776.55
INLINER SOLUTIONS	RETAINAGE RELEASE: Contract Withholding: 21-112	General Government	\$ 54,206.97
INTEGRATED CONSTRUCTION	RETAINAGE PAYABLE: Contract Withholding: 25-011	General Government	\$ 19,981.56
INTEGRATED CONSTRUCTION	PARK AREA CONSTRUCTION/RENOVATION	Various Departments	\$ 125,155.35
JARRARD & DAVIS	LEGAL SERVICES	Legal Services	\$ 61,437.57
JERICO DESIGN GROUP	DESIGNING SERVICES: FS 81 RENOVATIONS	Fire	\$ 18,256.50
JOURNAL TECHNOLOGIES	SOFTWARE MAINTENANCE/SUPPORT	Municipal Court	\$ 38,150.00
KIMBROUGH INDUSTRIAL	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)	Public Works	\$ 18,095.40
KIMBROUGH INDUSTRIAL	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)	Public Works	\$ 9,000.85
KRISTEN THIGPEN ORR	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 5,250.00
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 45,461.25
LIGHTHOUSE HEALTH AND WELLNESS	EXTRA JOB TRACKING SOFTWARE	Police	\$ 6,000.00
M. H. BIGGERS & ASSOCIATES	RIGHT OF WAY SERVICES (INCLUDING TITLE, APPRAISAL)	Public Works	\$ 14,400.00
MEER ELECTRIC	ELECTRICAL SERVICES	Rec., Parks & Cultural Services	\$ 5,476.00
MEER ELECTRIC	ELECTRICAL SERVICES	Various Departments	\$ 21,645.86
MEER ELECTRIC	ELECTRICAL SERVICES	Rec., Parks & Cultural Services	\$ 31,816.10



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended October 31, 2025

Vendor	Description	Department	\$ Amount
MES	MACHINERY AND EQUIPMENT	Public Safety	\$ 50,210.62
MES	SCBA TESTING AND REPAIRS	Fire	\$ 13,056.31
METRO ATLANTA CHAMBER OF COMMERCE INC	MEMBERSHIP DUES 2026	Economic Development	\$ 10,000.00
MKSK INC.	COMPREHENSIVE PLAN UPDATE	Community Development	\$ 8,705.00
NAFECO INC	HOSE, FIRE, AND FITTINGS, COUPLED AND UNCOUPLED	Fire	\$ 8,925.00
NEARMAP	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 12,231.17
NETPLANNER SYSTEMS	SECURITY SYSTEM REFRESH	Police	\$ 28,824.45
NORTH FULTON REGIONAL RADIO SYS AUTH	RADIO FREQUENCY ACCESS SERVICES Q2 FY26	Various Departments	\$ 180,062.50
OFF DUTY, INC.	INSTRUCTOR-LED, CLASSROOM TRAINING (TECHNICAL)	Fire	\$ 5,665.42
OHMSHIV	CONSTRUCTION: WBR PH3 (GREENWAY-ROUNDAABOUT)	Public Works	\$ 497,095.34
PEACE OFFICER'S ANNUITY BENEFIT FUND OF GA	FINES & FORFEITURES FOR 9/1/25-9/30/25	Police	\$ 13,820.99
PEACH STATE TRUCK	TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC)	Public Works	\$ 172,280.00
PERFORMANCE FOOD GROUP, INC.	JAIL APPLIANCES FOR FOOD PREP FOR INMATES	Police	\$ 11,620.26
PREMIER EVENTS LLC	EVENT PLANNING SERVICES	Rec., Parks & Cultural Services	\$ 14,750.00
PROLOGIC ITS, LLC	UPFIT FOR PD 0959	Risk Management	\$ 5,680.54
RCS PRODUCTIONS	EVENT PLANNING SERVICES	Rec., Parks & Cultural Services	\$ 42,485.00
RED ELEPHANT INVESTM	CUMMING STREET CORRIDOR-PARCEL 11	Public Works	\$ 36,000.00
RED ELEPHANT INVESTM	CUMMING ST. CORRIDOR-PARCEL 12	Public Works	\$ 13,000.00
RINGCENTRAL, INC.	COMMUNICATION SYSTEMS, INTEGRATED	Various Departments	\$ 9,479.84
ROYAL CENTRE HOLDING	DELINQUENT PROPERTY TAXES	General Government	\$ 14,545.20
RURAL METRO	MONTHLY SUBSIDY FEE - SEPT 2025	Rec., Parks & Cultural Services	\$ 31,317.99
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 70,570.02
RUSSELL LANDSCAPE	TREE PLANTING & LANDSCAPNG IMP	Various Departments	\$ 6,648.80
RUSSELL LANDSCAPE	LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING)	Various Departments	\$ 9,902.50
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	\$ 22,505.78
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	\$ 13,005.18
SETCOM CORPORATION	MOTOR HELMETS	Police	\$ 5,862.53
SHI INTERNATIONAL CO	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 23,126.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended October 31, 2025

Vendor	Description	Department	\$ Amount
SOL CONSTRUCTION LLC	CONSTRUCTION: WBR PH2 (ROUNDAABOUT-PARK)	Public Works	\$ 21,186.26
SOUTHEASTERN SPORTS	SPORTS PROFESSIONALS SERVICES	Rec., Parks & Cultural Services	\$ 5,740.00
STEPHEN A. LASER ASSOCIATES	PSYCHOLOGISTS/PSYCHOLOGICAL AND PSYCHIATRIC SERVICES	Human Resources	\$ 5,175.00
SUMMIT CONSTRUCTION	CONSTRUCTION, SEWER AND STORM DRAIN	Public Works	\$ 139,588.94
SUPERIOR GROUNDCOVER	HYDROMULCH	Rec., Parks & Cultural Services	\$ 5,795.00
T&T UNIFORMS, INC.	EMPLOYEE UNIFORMS	Public Safety (Police, Fire, etc.)	\$ 9,147.90
T&T UNIFORMS, INC.	EMPLOYEE UNIFORMS	Public Safety (Police, Fire, etc.)	\$ 5,198.13
TAKKT AMERICA HOLDINGS	FURNITURE: OFFICE	Police	\$ 10,424.40
TEMPLE INC	TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS	Public Works	\$ 22,826.25
TERRAMARK LAND	SURVEYOR SERVICES, LAND	Public Works	\$ 6,882.50
TERRAMARK LAND	SURVEYOR SERVICES, LAND	Public Works	\$ 11,728.75
THE DUMPSTER CO	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 20,374.95
THE F. A. BARTLETT T	GROUNDS REPAIR & MAINTENANCE	Various Departments	\$ 19,617.00
THOMAS CONCRETE	SIDEWALK MAINT/REPAIR	Public Works	\$ 6,057.50
TRANSAMERICA	RECORDKEEPING FEES	Finance	\$ 5,440.06
TRI SCAPES	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 50,075.50
TRUIST BANK	PCARD LIABILITY	Various Departments	\$ 184,489.27
UTILITY ASSET MANAGEMENT, INC	RETAINAGE RELEASE: Contract Withholding: 21-112FY25	General Government	\$ 25,476.60
VERIZON WIRELESS SER	TELEPHONE SERVICES, CELLULAR 9/13/25-10/12/25	Various Departments	\$ 13,835.99
VERIZON WIRELESS SER	SERVICE - EQUIPMENT TELECOMMUNICATION SERVICES	Various Departments	\$ 6,761.74
WITT O'BRIEN'S LL	CONSULTING SERVICES (NOT OTHERWISE CLASSIFIED)	City Administration	\$ 5,145.00
WITT O'BRIEN'S LL	CONSULTING SERVICES (NOT OTHERWISE CLASSIFIED)	City Administration	\$ 7,527.50



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended October 31, 2025

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
26000341	METRO ATLANTA CHAMBER OF COMMERCE	ADMINISTRATION	10,000.00	ANNUAL MEMBERSHIP DUES
26000344	CDW LLC	INFORMATION TECHNOLOGY	30,968.00	ANNUAL ADOBE SUBSCRIPTION RENEWAL
26000345	THE F. A. BARTLETT TREE EXPERT COMPANY	PUBLIC WORKS	7,075.00	TREE SERVICES AT ALPHARETTA COMMUNITY CENTER
26000348	NEARMAP US, INC	INFORMATION TECHNOLOGY	12,231.17	NEARMAP VERTICAL RENEWAL
26000350	DANA SAFETY SUPPLY INC	POLICE	22,736.03	VEHICLE UPFITTING AND CAMPER SHELL
26000351	KIMBROUGH INDUSTRIAL GROUP LLC	PUBLIC WORKS	8,682.20	REPLACEMENT COOLING COIL AT POLICE EVIDENCE BUILDING
26000352	CLEAN HARBORS, INC.	PUBLIC WORKS	27,146.75	HAZARDOUS MATERIAL AND WASTE SERVICES FOR NOV 8, 2025
26000353	M. H. BIGGERS & ASSOCIATES	PUBLIC WORKS	7,200.00	APPRAISAL SERVICES FOR (4) PARCELS
26000354	WILLO PRODUCTS COMPANY INC	POLICE	13,073.00	JAIL DOOR AND LOCK REPAIRS
26000356	ANYTIME PARTY MACHINES USA	REC, PARKS & CULTURAL SERVICES	5,170.00	SNOW MACHINES RENTAL AND OPERATOR FOR TREE LIGHTING
26000357	SEM EVENTS LLC	REC, PARKS & CULTURAL SERVICES	9,877.45	TENT, TABLE, CHAIR, AND HEATER RENTALS FOR WIRE & WOOD
26000358	UTILITIES PROTECTION CENTER INC	PUBLIC WORKS	5,778.14	UTILITIES PROTECTION MEMBERSHIP
26000359	RARESTEP, INC.	POLICE	17,850.00	POLICE MANAGEMENT SOFTWARE RENEWAL
26000363	MEER ELECTRICAL CONTRACTORS INC	REC, PARKS & CULTURAL SERVICES	15,189.00	ELECTRICAL SERVICES AND GENERATORS FOR WIRE & WOOD
26000365	M. H. BIGGERS & ASSOCIATES	PUBLIC WORKS	9,000.00	APPRAISAL SERVICES FOR (5) PARCELS
26000366	PERFORMANCE FOOD GROUP, INC.	POLICE	11,620.26	FOOD PREPARATION APPLIANCES FOR JAIL INMATES
26000368	DREAM HOUSE PAINTING INC	PUBLIC WORKS	8,350.00	PAINTING SERVICES FOR EVIDENCE BUILDING DUE
26000372	DELL MARKETING LP	INFORMATION TECHNOLOGY	9,885.63	COMPUTERS AND ACCESSORIES FOR JAIL
26000376	WITT O'BRIEN'S LLC	ADMINISTRATION	50,000.00	GRANT MANAGEMENT CONSULTING SERVICES
26000379	CORNERSTONE DETENTION PRODUCTS, INC.	POLICE	16,457.86	JAIL DOOR AND LOCK REPAIRS
26000380	POWER SOLUTIONS UNLIMITED, INC.	PUBLIC WORKS	35,499.00	48KW GENERATOR AND INSTALLATION
26000381	THE CHARLES MACHINE WORKS, INC.	PUBLIC WORKS	46,994.32	STAND ON COMPACT LOADER
26000383	MEER ELECTRICAL CONTRACTORS INC	PUBLIC WORKS	7,250.00	ELECTRICAL SERVICES ALONG WEBB BRIDGE RD
26000385	OFF DUTY, INC.	FIRE	5,665.42	GUEST SPEAKER FOR FIRE'S QUARTERLY OFFICERS FORUM
26000391	JOURNAL TECHNOLOGIES INC.	INFORMATION TECHNOLOGY	38,150.00	ECOURT SOFTWARE LICENSE AND STORAGE FEES
26000393	CARASOFT TECHNOLOGY CORPORATION	REC, PARKS & CULTURAL SERVICES	10,181.18	SPECIAL EVENT PERMITTING SOFTWARE RENEWAL
26000398	TEMPLE INC	PUBLIC WORKS	8,400.34	AUDIBLE PUSH BUTTON KITS
26000405	AG-PRO LLC	REC, PARKS & CULTURAL SERVICES	12,600.00	MULTIGROOMER FOR WILLS PARK EQUESTRIAN CENTER
26000406	MASON TRACTOR COMPANY INC	REC, PARKS & CULTURAL SERVICES	5,217.32	KUBOTA TRACTOR REPAIRS
26000409	CLEARGOV INC	FINANCE	50,000.00	BUDGETING SOFTWARE RENEWAL
26000410	MR PLUNGER INC	REC, PARKS & CULTURAL SERVICES	9,000.00	EQUESTRIAN BATH HOUSE PLUMBING REPAIR
26000411	DC POOL SERVICE LLC.	REC, PARKS & CULTURAL SERVICES	14,800.00	LAZY RIVER PUMP REPLACEMENT
26000412	EXPERT PAINTING & RENOVATIONS LLC	REC, PARKS & CULTURAL SERVICES	10,500.00	REPAIRS TO NORTH PARK FIELDS 1 - 4 STORAGE BUILDING
26000414	STEELCASE	ADMINISTRATION	8,943.00	ADDITIONAL TABLES FOR THE COMMUNITY ROOM
26000425	YANCEY BROS CO.	PUBLIC WORKS	9,510.00	BROOM ATTACHMENT FOR SKID STEER
26000426	ENVIRONMENTAL PRODUCTS GROUP, INC.	PUBLIC WORKS	11,727.64	VEHICLE REPAIR AND MAINTENANCE TO EN2020
26000428	CENTER FOR INTERNET SECURITY, INC.	INFORMATION TECHNOLOGY	33,600.00	CIS ABLERT MD APPLIANCE PRIMARY SENSOR

**City of Alpharetta
Balance Sheet
Governmental Funds
October 31, 2025**

	Major Governmental Funds						Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	2022 Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
ASSETS								
Cash / Cash Equivalents / Investments	\$ 27,779,865	\$ 18,042,359	\$ 1,748,355	\$ 25,685,508	\$ 22,721,011	\$ 30,021,512	\$ 12,620,929	\$ 138,619,539
Receivables (net of allowance for uncollectibles)								
Taxes Receivable								
Property Taxes	30,443,583	-	-	-	-	-	-	30,443,583
Other Taxes	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Accounts	877,552	-	-	-	-	-	5,573,036	6,450,587
Due from Other Funds	1,676,336	-	-	-	-	-	16,991	1,693,327
Intergovernmental Receivable	-	30,000	-	-	-	-	316,354	346,354
Cash - Restricted	221,306	459,679	-	-	-	-	-	680,985
Total Assets	60,998,643	18,532,038	1,748,355	25,685,508	22,721,011	30,021,512	18,527,310	178,234,376
LIABILITIES AND FUND BALANCES								
Liabilities								
Current								
Accounts Payable	261,423	16,517	-	-	20,127	31,997	73,129	403,193
Retainage Payable	-	24,905	-	33,572	445,008	477,385	49,096	1,029,967
Intergovernmental Payable	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-
Payroll Payable	1,273,838	-	-	-	-	-	80,240	1,354,079
Due to Other Funds	-	-	-	-	-	-	354,688	354,688
Deferred Revenue	32,625,098	30,000	-	-	-	-	5,590,027	38,245,126
Unearned Revenue	122,322	-	920,792	-	-	-	-	1,043,114
Non-Current								
Unclaimed Property	105,106	-	-	-	-	-	-	105,106
Claims Payable	-	-	-	-	-	-	-	-
Total Liabilities	34,387,789	71,421	920,792	33,572	465,135	509,382	6,147,181	42,535,273
Fund Balances:								
Restricted for:								
Capital Projects	-	7,730,465	(561,384)	8,139,312	6,247,382	19,509,026	4,768,852	45,833,653
Law Enforcement	-	-	-	-	-	-	149,179	149,179
Emergency Telephone Activities	-	-	-	-	-	-	(967,987)	(967,987)
Debt Service	-	-	-	-	-	-	(298,712)	(298,712)
Promotion of Tourism	-	-	-	-	-	-	483,536	483,536
Assigned for:								
Grant Projects	-	-	-	-	-	-	117,576	117,576
Arbitrage	-	-	-	1,106,566	-	-	-	1,106,566
Encumbrances	5,884,788	9,261,148	1,357,269	16,109,034	14,619,395	6,121,671	4,058,046	57,411,352
Unallocated	20,726,066	1,469,003	31,677	297,023	1,389,099	3,881,433	4,069,639	31,863,940
Total Fund Balances	26,610,854	18,460,616	827,562	25,651,936	22,255,876	29,512,129	12,380,129	135,699,103
Total Liabilities and Fund Balances	\$ 60,998,643	\$ 18,532,038	\$ 1,748,355	\$ 25,685,508	\$ 22,721,011	\$ 30,021,512	\$ 18,527,310	\$ 178,234,376

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended October 31, 2025

	Major Governmental Funds						Non-Major	Total
	General	Capital	Capital	S2022 Const	T-SPLOST	T-SPLOST II	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Capital Fund	Capital Fund	Funds	Funds
REVENUES								
Taxes:								
Property Tax	\$ 5,659,959	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 864,516	\$ 6,524,475
Local Option Sales Tax	5,333,369	-	-	-	-	-	-	5,333,369
Transportation SPLOST	-	-	-	-	-	3,846,016	-	3,846,016
Other Taxes	8,417,940	-	-	-	-	-	2,792,336	11,210,276
Licenses and permits	1,465,549	-	-	-	-	-	-	1,465,549
Intergovernmental	72,999	467,715	781,162	-	-	-	-	1,321,876
Charges for services	1,815,356	-	-	-	-	-	903,344	2,718,699
Impact Fees	-	-	-	-	-	-	396,939	396,939
Fines/Forfeitures	716,766	-	-	-	-	-	14,025	730,791
Investment earnings (Loss)	296,231	223,415	14,723	271,224	372,130	401,895	167,706	1,747,326
Contributions and Donations	39,934	1,057,977	-	-	-	-	2,739	1,100,651
Misc Revenue	23,813	-	-	-	-	-	-	23,813
Other	-	-	-	-	-	-	15,151	15,151
Total revenues	23,841,916	1,749,107	795,885	271,224	372,130	4,247,911	5,156,757	36,434,931
EXPENDITURES								
Current:								
Unallocated	-	-	-	-	-	-	-	-
General government	5,198,672	577,352	-	-	-	-	1,551,273	7,327,298
Public safety	18,185,031	307,488	-	-	-	-	1,717,364	20,209,884
Public works	3,791,119	624,520	-	22,210	2,433,010	1,012,511	1,812,988	9,696,357
Economic and community development	1,821,175	84,853	-	-	-	-	-	1,906,028
Alpharetta Business Community	-	-	-	-	-	-	-	-
Culture and recreation	5,285,735	144,049	-	63,970	-	-	138,585	5,632,338
Contingency	-	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-	-
Debt service:								
Principal	-	-	-	-	-	-	-	-
Interest	33,033	-	-	-	-	-	1,535,273	1,568,305
Other Costs	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	34,314,764	1,738,263	-	86,179	2,433,010	1,012,511	6,755,483	46,340,210
Excess (deficiency) of revenues over (under) expenditures	(10,472,848)	10,844	795,885	185,045	(2,060,880)	3,235,400	(1,598,726)	(9,905,279)
OTHER FINANCING SOURCES (USES)								
Transfers in	1,363,480	-	-	-	-	-	-	1,363,480
Transfers out	-	-	-	-	-	-	(1,047,126)	(1,047,126)
Loan Proceeds	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-
Sale of capital assets	30,782	-	-	-	-	-	-	30,782
Sale of non-capital assets	820	-	-	-	-	-	-	820
Land Sale	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	1,395,082	-	-	-	-	-	(1,047,126)	347,956
Net change in fund balances	(9,077,766)	10,844	795,885	185,045	(2,060,880)	3,235,400	(2,645,852)	(9,557,324)
Fund balances - beginning	35,688,620	18,449,772	31,677	25,466,891	24,316,756	26,276,729	15,025,981	145,256,427
Fund balances - ending	\$ 26,610,854	\$ 18,460,616	\$ 827,562	\$ 25,651,936	\$ 22,255,876	\$ 29,512,129	\$ 12,380,129	\$ 135,699,103

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
October 31, 2025

	Special Revenue						Total Non-major			
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	Opioid Settlement Fund	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	\$ 1,667,936	\$ 6,531,224	\$ 501,688	\$ 9,324	\$ 184,081	\$ (116,400)	\$ 94,110	\$ 595,482	\$ 3,153,485	\$ 12,620,929
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-
Property Taxes	0	-	-	-	-	-	-	5,573,036	-	5,573,036
Intergovernmental Receivable	-	-	-	-	16,991	-	-	-	-	16,991
Due From Other Funds	316,354	-	-	-	-	-	-	-	-	316,354
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	1,984,290	6,531,224	501,688	9,324	201,072	(116,400)	94,110	6,168,518	3,153,485	18,527,310
LIABILITIES										
Accounts Payable	0	49,197	3,847	-	-	2,744	-	2,288	15,054	73,129
Retainage Payable	754	12,551	-	-	-	-	-	-	35,792	49,096
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	80,240	-	-	-	80,240
Due to Other Fund	-	-	-	-	-	354,688	-	-	-	354,688
Deferred Revenue	0	-	-	-	16,991	-	-	5,573,036	-	5,590,027
Unearned Revenue	-	-	-	-	-	-	-	-	-	-
Total Liabilities	754	61,748	3,847	-	16,991	437,672	-	5,575,324	50,845	6,147,181
FUND BALANCES										
Restricted:										
Capital Projects	-	2,860,449	-	-	-	-	-	-	1,908,403	4,768,852
Law Enforcement	-	-	124,703	9,324	-	-	15,152	-	-	149,179
Promotion of Tourism	483,536	-	-	-	-	-	-	-	-	483,536
Emergency Telephone Activities	-	-	-	-	-	(967,987)	-	-	-	(967,987)
Debt Service	-	-	-	-	-	-	-	(298,712)	-	(298,712)
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	117,576	-	-	-	-	117,576
Encumbrances	-	2,595,873	-	-	50,000	413,915	59,400	-	938,858	4,058,046
Unallocated	1,500,000	1,013,154	373,138	-	16,505	-	19,558	891,906	255,378	4,069,639
Total Fund Balances	1,983,536	6,469,476	497,841	9,324	184,081	(554,073)	94,110	593,194	3,102,640	12,380,129
Total Liabilities and Fund Balances	\$ 1,984,290	\$ 6,531,224	\$ 501,688	\$ 9,324	\$ 201,072	\$ (116,400)	\$ 94,110	\$ 6,168,518	\$ 3,153,485	\$ 18,527,310

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended October 31, 2025

	Special Revenue							Total Non-major		
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	Opioid Settlement Fund	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	\$ 2,792,336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,792,336
Property tax	-	-	-	-	-	-	-	864,516	-	864,516
Charges for Service	-	-	-	-	81,500	821,844	-	-	-	903,344
Impact Fees	-	396,939	-	-	-	-	-	-	-	396,939
Forfeiture Income	-	-	14,025	-	-	-	-	-	-	14,025
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Contributions & Donations	-	-	-	-	2,739	-	-	-	-	2,739
Investment Earnings (Loss)	26,930	79,570	-	-	2,154	(8,268)	-	15,442	51,877	167,706
Other	-	-	-	-	-	-	15,151	-	-	15,151
Total revenues	2,819,267	476,509	14,025	-	86,394	813,576	15,151	879,958	51,877	5,156,757
EXPENDITURES:										
Tourism	1,541,073	-	-	-	-	-	-	-	-	1,541,073
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	-	86,114	-	-	52,471	-	-	-	-	138,585
Public Safety	-	-	8,013	17,812	11,229	1,680,310	-	-	-	1,717,364
Public Works	-	-	-	-	94	-	-	-	1,812,893	1,812,988
General Government	-	-	-	-	7,700	-	-	2,500	-	10,200
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	1,535,273	-	1,535,273
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	1,541,073	86,114	8,013	17,812	71,494	1,680,310	-	1,537,773	1,812,893	6,755,483
Excess (deficiency) of revenues over expenditures	1,278,193	390,395	6,011	(17,812)	14,899	(866,734)	15,151	(657,814)	(1,761,016)	(1,598,726)
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(1,047,126)	-	-	-	-	-	-	-	-	(1,047,126)
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(1,047,126)	-	-	-	-	-	-	-	-	(1,047,126)
Net change in fund balances	231,067	390,395	6,011	(17,812)	14,899	(866,734)	15,151	(657,814)	(1,761,016)	(2,645,852)
Fund balances - beginning	1,752,469	6,079,081	491,830	27,136	169,182	312,662	78,958	1,251,008	4,863,655	15,025,981
Fund balances - ending	\$ 1,983,536	\$ 6,469,476	\$ 497,841	\$ 9,324	\$ 184,081	\$ (554,073)	\$ 94,110	\$ 593,194	\$ 3,102,640	\$ 12,380,129

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
October 31, 2025

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,694,222
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	-
Prepaid Insurance Expenses	-
Total Current Assets	<u>1,694,222</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>1,694,222</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	13,729
Accounts Payable/ Customer Credit Balances	14,692
Accounts Payable/ Customer Pre-Paid Service	-
Payroll Liabilities	956
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>29,377</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>29,377</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	1,664,845
Total Net Assets	<u>1,664,845</u>
Total Liabilities & Net Assets	<u>\$ 1,694,222</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended October 31, 2025

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 3,062,341
Misc Revenue	-
Total operating revenues	<u>3,062,341</u>
Operating expenses:	
Administration	6,060,681
Non-departmental	-
Total operating expenses	<u>6,060,681</u>
Operating Gain (loss)	(2,998,339)
Non-operating revenues (expenses):	
Investment earnings (Loss)	20,808
Total non-operating revenue (expenses)	<u>20,808</u>
Income (loss) before transfers	(2,977,532)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(2,977,532)
Total net assets-beginning	<u>69,563</u>
Total net assets-ending (net of encumbrances)	<u>(2,907,970)</u>
Adjustments to GAAP basis:	
Encumbrances	4,572,814
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 1,664,845</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of October 31, 2025 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ -	\$ -		\$ -
99575100-361000	Investment Earnings	-	4,832		(4,832)
	subtotal	\$ -	\$ 4,832		\$ (4,832)
(1) 99575100-395000	Carryforward Fund Balance	\$ 486,587	\$ -		\$ 486,587
	subtotal	\$ 486,587	\$ -		\$ 486,587
	Total	\$ 486,587	\$ 4,832		\$ 481,755
Expenditures					
99575100-571000	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-521200-C2529	Market Feasibility Study	123,053	55,349	67,703	1
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C2422	Connect Forward Grant Program	50,000	-	-	50,000
99575100-544100-C2618	Lights on the Loop	20,000	20,000	-	-
	subtotal	\$ 246,501	\$ 75,349	\$ 67,703	\$ 103,449
99575100-579000	Reserve	\$ 240,086	\$ -	\$ -	\$ 240,086
	Total	\$ 486,587	\$ 75,349	\$ 67,703	\$ 343,535

(1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.

Fund Balance Reconciliation

Fund Balance (beginning of Fiscal Year)	\$ 486,588
Revenues collected to date	4,832
Expenditures incurred to date	(75,349)
Fund Balance*	\$ 416,071
Fund Balance Allocation (forecasted):	
Non-Spendable (unspent/remaining project allocations)	\$ 171,152
Spendable (available for investment by the Board)	244,919
	\$ 416,071

* May differ from the Fund Balance figures in the attached Balance Sheet due to forecasted revenue collections that are anticipated, but not yet collected.

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
October 31, 2025

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 416,071
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-
Total Assets	416,071

LIABILITIES

Current Liabilities:

Accounts Payable	-
Deferred Revenue	-
Due to Other Funds	-
Total Current Liabilities	-

Current Liabilities Payable from Restricted Assets:

	-
Total Current Liabilities Payable from Restricted Assets	-

Noncurrent Liabilities:

	-
Total Noncurrent Liabilities	-
Total Liabilities	-

Fund Balance

Restricted	171,152
Unallocated	244,919
Total Fund Balance	416,071

Total Liabilities & Fund Balance	\$ 416,071
----------------------------------	-------------------

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended October 31, 2025

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ -
State Grant	-
Fees	-
Contributions & Donations	-
Miscellaneous Income-Interest	4,832
Miscellaneous Revenue	<u>-</u>
Total Revenues	<u>4,832</u>
Expenditures	
Economic Development	143,052
Maintenance Contracts	-
Donation to private source	-
Utilities - Miscellaneous	-
Debt Service:	
Principal	-
Interest	<u>-</u>
Total Expenditures	<u>143,052</u>
Excess (deficiency) of revenues over (under) expenditures	(138,221)
Other Financing Sources (Uses)	
Sale of capital assets	<u>-</u>
Net Change in Fund Balances	(138,221)
Fund Balance, Beginning of Year	<u>486,588</u>
Encumbrances	67,703
Fund Balance, End of Year	<u>416,071</u>





STAFF REPORT

Department: City Clerk

Submitted By:

Meeting Date: December 8, 2025

AGENDA ITEM:

Announcement of Public Hearing Procedures

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: December 8, 2025

AGENDA ITEM: Z-25-17 SHARMA/12975 COGBURN ROAD

The applicants, Sidhant Sharma and Parminder Lamba, are requesting a rezoning in order to subdivide a 1.35-acre property into two (2) 'For-Sale' single-family detached lots. A rezoning is requested from AG (Agriculture) to R-15 (Dwelling, 'For-Sale' Residential). The subject property is located at 12975 Cogburn Road near the southwest corner of Cogburn Road and Windward Parkway.

This item was considered at the December 4, 2025 Planning Commission meeting. There were public comments in support, as well as comments regarding preserving tree canopy and stormwater runoff. After discussion, the Commission recommended approval subject to the staff recommended conditions. Vote 6-0

STAFF RECOMMENDATION:

Approve Z-25-17 SHARMA/12975 Cogburn Road, subject to the following conditions:

1. The site, consisting of approximately 1.35 acres, shall be rezoned to R-15 and developed substantially similar to the site plan prepared by DES Davis, revised 11/12/25, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. Home elevation style, exterior materials and details shall be substantially similar to the submitted renderings, with final approval by Staff. Home elevations along Cogburn Road shall appear as 2 distinct designs and homes shall have 3-sided (front and sides) architecture, materials and details, as approved by Staff.
3. Homes shall be side loaded, and each lot shall be permitted a driveway on Cogburn Road.
4. Developer shall improve Cogburn Road streetscape with a minimum 6' planter planted with street trees and minimum 5' sidewalk, as approved by Staff.
5. Minimum 10' decorative landscape strip shall be provided along Cogburn Road, consisting of a mix of trees and shrubs, as approved by Staff.
6. Developer shall plant a mix of evergreen and deciduous trees in the 5' landscape strips along the north and east property lines.
7. Developer shall make reasonable efforts to save tree #6 and 9-13, with final approval by Staff.
8. Developer shall make reasonable efforts to save landscape trees and boundary trees within the 10' landscape strip adjacent to Cogburn Walk, as well as good condition trees in the tree grouping in the north corner of the property, with final approval by Staff.
9. Unfinished wood fences and decks shall not be visible from Cogburn Road.

ITEM DESCRIPTION:

The submitted request, if approved, will allow for subdivision of a 1.35-acre property into two (2) 'For-Sale' single-family detached lots. The proposed density is 1.48 dwelling units per acre. A rezoning is requested from AG (Agriculture) to R-15 (Dwelling, 'For-Sale' Residential). The subject property is located at 12975 Cogburn Road near the southwest corner of Cogburn Road and Windward Parkway.

The property is developed with one (1) single-family detached home. Surrounding properties are zoned CUP (Community Unit Plan) to the south, C-1 (Neighborhood Commercial) to the east, AG to the north, and R-15 (Dwelling, 'For-Sale', Residential) to the west. Cogburn Walk is located to the south, Windward Professional Pavilion is located to the east, an unplatted residential lot is located to the north, and Rhodes Plantation is located to the west. The comprehensive land use plan designation of the property is 'Low Density Residential', which supports the applicant's zoning proposal.

SITE PLAN

The submitted site plan depicts the 1.35-acre property being subdivided into two (2) single-family detached lots. Lot 1 is approximately 0.68 acres with 104' of frontage and Lot 2 is 0.67 acres with 121' of frontage. Homes are oriented to Cogburn Road with each lot having access from a new driveway off Cogburn Road. Garages are depicted to be side loaded. A ten-foot (10') landscape strip is required along Cogburn Road and five-foot (5') landscape strips are required around the perimeter of the 1.35-acre property.

The applicant submitted a tree report which identifies six (6) specimen trees on the property, primarily consisting of Poplars. The tree report also identifies several landscape trees and boundary trees in a ten-foot (10') landscape strip along the south property line, which are required buffer plantings as conditioned by City Council with the approval of the adjacent subdivision Cogburn Walk. The former owner of the subject property (Mullinax) requested that the developer of Cogburn Walk plant a buffer to screen the subject property from Cogburn Walk. It is recommended that the developer of the subject property make all reasonable efforts to save the existing landscape and boundary trees in the ten-foot (10') landscape strip along the common property line with Cogburn Walk.

The applicant provided an example rendering of the type of homes to be constructed on the two (2) lots. The rendering depicts a two (2) story home in the modern farmhouse style. The primary exterior materials are brick, board and batten and stone.

TRAFFIC

The proposed project, consisting of two (2) single-family detached homes, would generate approximately two (2) AM Peak Hour trips and two (2) PM Peak Hour trips.

SCHOOLS

Residential development is known to increase school enrollment. However, Fulton County Schools does not provide an impact assessment for residential developments with less than four (4) dwelling units. Impacts to area schools should be negligible with the proposed development.

STANDARDS FOR ZONING CHANGES

The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

- a. Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property.

Response: The zoning proposal would be suitable as it relates to the use and development of adjacent or nearby properties. The proposal would result in two (2) lots that are larger than surrounding lots.

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

Response: The zoning proposal should not adversely affect the existing use or usability of adjacent or nearby properties. The proposal would result in two (2) lots that are larger than surrounding lots.

c. Whether the zoning proposal will adversely affect the natural environment.

Response: The applicant's proposal should not have significant impacts on the natural environment. It is recommended that reasonable efforts be made to save specimen trees, landscape trees and boundary trees on the subject property.

d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.

Response: The future land use designation of the property supports a rezoning to R-15, allowing the property to be subdivided into two (2) lots. The proposed density, 1.48 dwelling units per acre, is less than half the maximum density (three (3) dwelling units per acre) permitted in the 'Low Density Residential' future land use designation of the property.

e. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including but not limited to existing streets and transportation facilities, schools, water or sewer utilities, and police or fire protection.

Response: The applicant's proposal would not have a significant demand on public facilities and services. The request limits the demand on public facilities and services by proposing a density (1.48 dwelling units/acre) that is less than half the maximum density (three (3) dwelling units per acre) permitted in the future land use designation of the property.

f. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property.

Response: Not applicable.

g. Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare against the right to unrestricted use of property.

Response: The zoning proposal reflects a reasonable balance and is supported by the future land use designation of the property, which is 'Low Density Residential'.

h. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

Response: The future land use designation of the property supports a rezoning to R-15, allowing the property to be subdivided into two (2) lots. The proposed density, 1.48 dwelling units per acre, is less than half the maximum density (three (3) dwelling units per acre) permitted in the 'Low Density Residential' future land use designation of the property.

i. The extent to which the zoning proposal is consistent with the Comprehensive Plan.

Response: The comprehensive land use plan designation of the property is 'Low Density Residential', which supports the applicant's proposal.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria for a rezoning. The proposal is supported by the future land use designation of the property, which is 'Low Density Residential'. The requested rezoning is appropriate as it relates to the use and development of adjacent or nearby properties, which are similarly developed. The proposal would result in lots that are larger than surrounding residential lots. If approved, it is recommended that reasonable efforts be made to save specimen trees, landscape trees, and boundary trees.

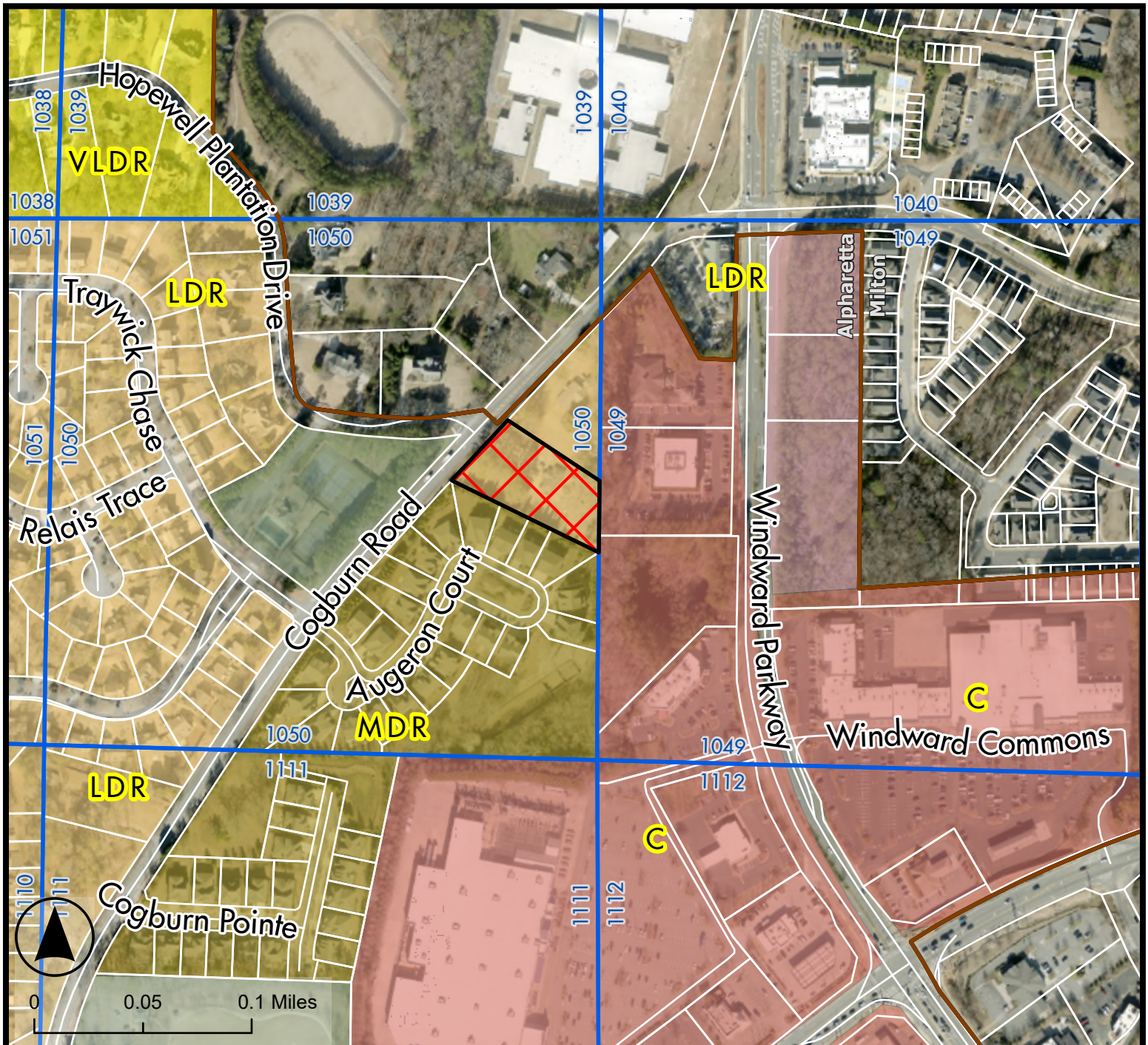
CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that there were no public comments.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on November 12, 2025. There were no public comments on the sign-in sheet.

ATTACHMENTS:
• Map Series • CZIM • Citizen Part B • Application



Legend

- Z-25-17
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Future Land Use 2040

- Commercial
- Corporate Office
- Low Density Residential
- Medium Density Residential
- Parks, Recreation, Open Space
- Very Low Density Residential

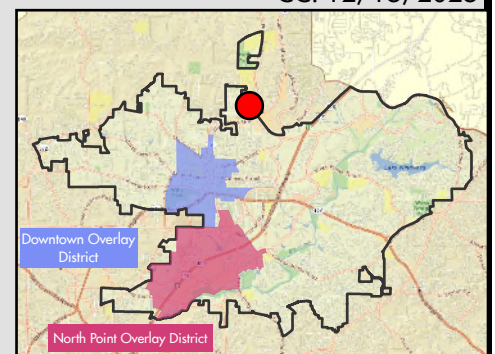
Future Land Use Map

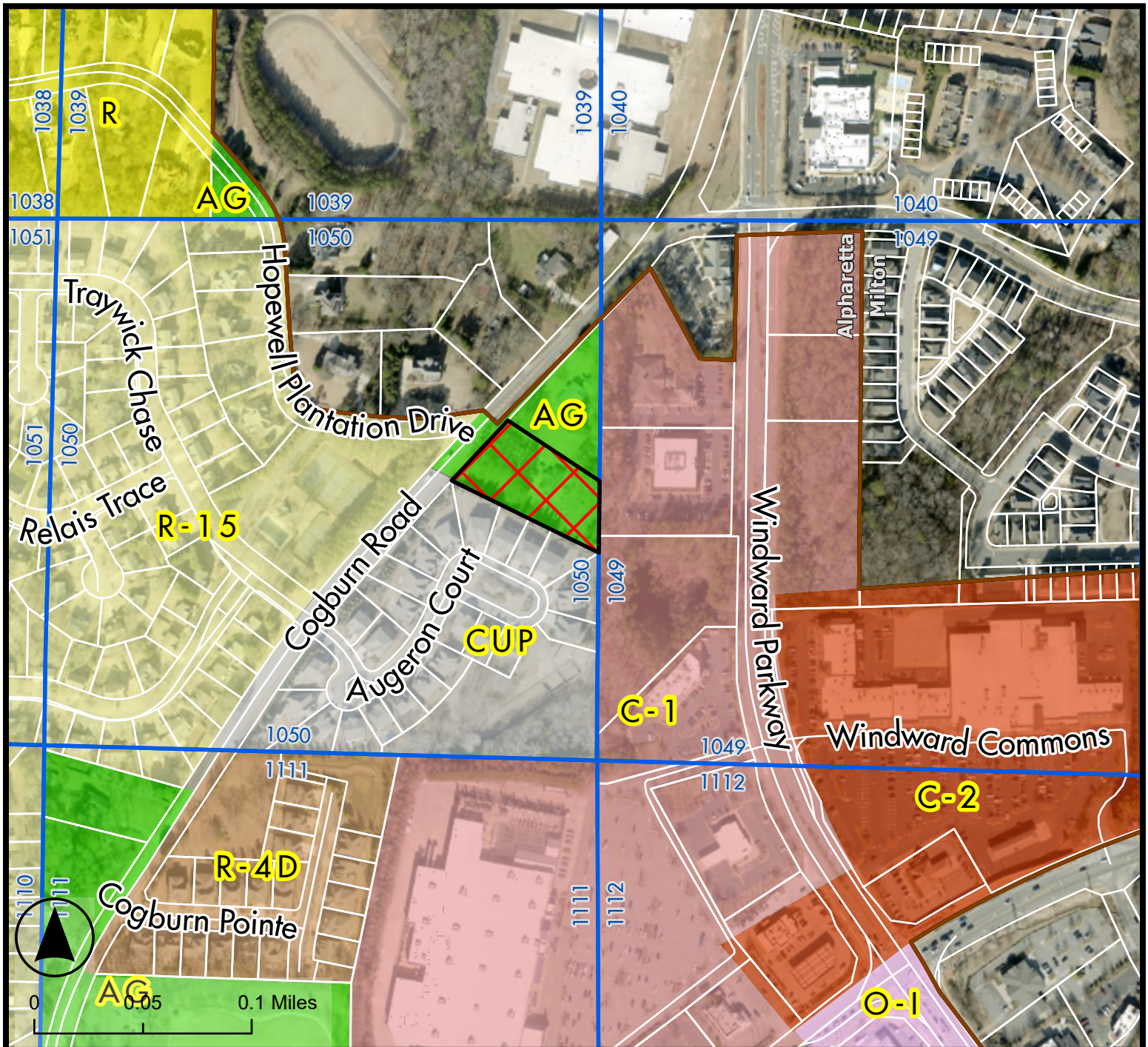
12975 Cogburn Rd
12975 Cogburn Rd

Z-25-17

D/LL: 2/2/1050

PC: 12/4/2025
CC: 12/15/2025





Legend

- Z-25-17
- Land Lots
- Tax Parcels
- Alpharetta City Limits
- Zoning District**
- AG Agriculture
- C-1 Neighborhood Commercial
- General Commercial
- CUP Community Unit Plan
- O-1 Office Institutional
- R Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-4D

Zoning Map

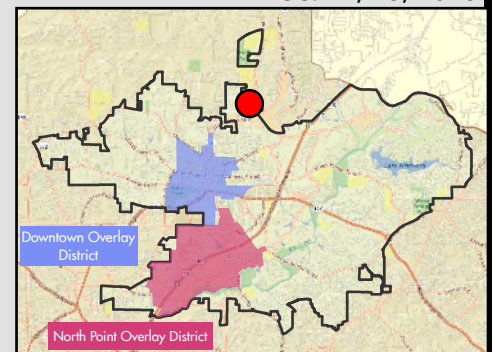
12975 Cogburn Rd
12975 Cogburn Rd

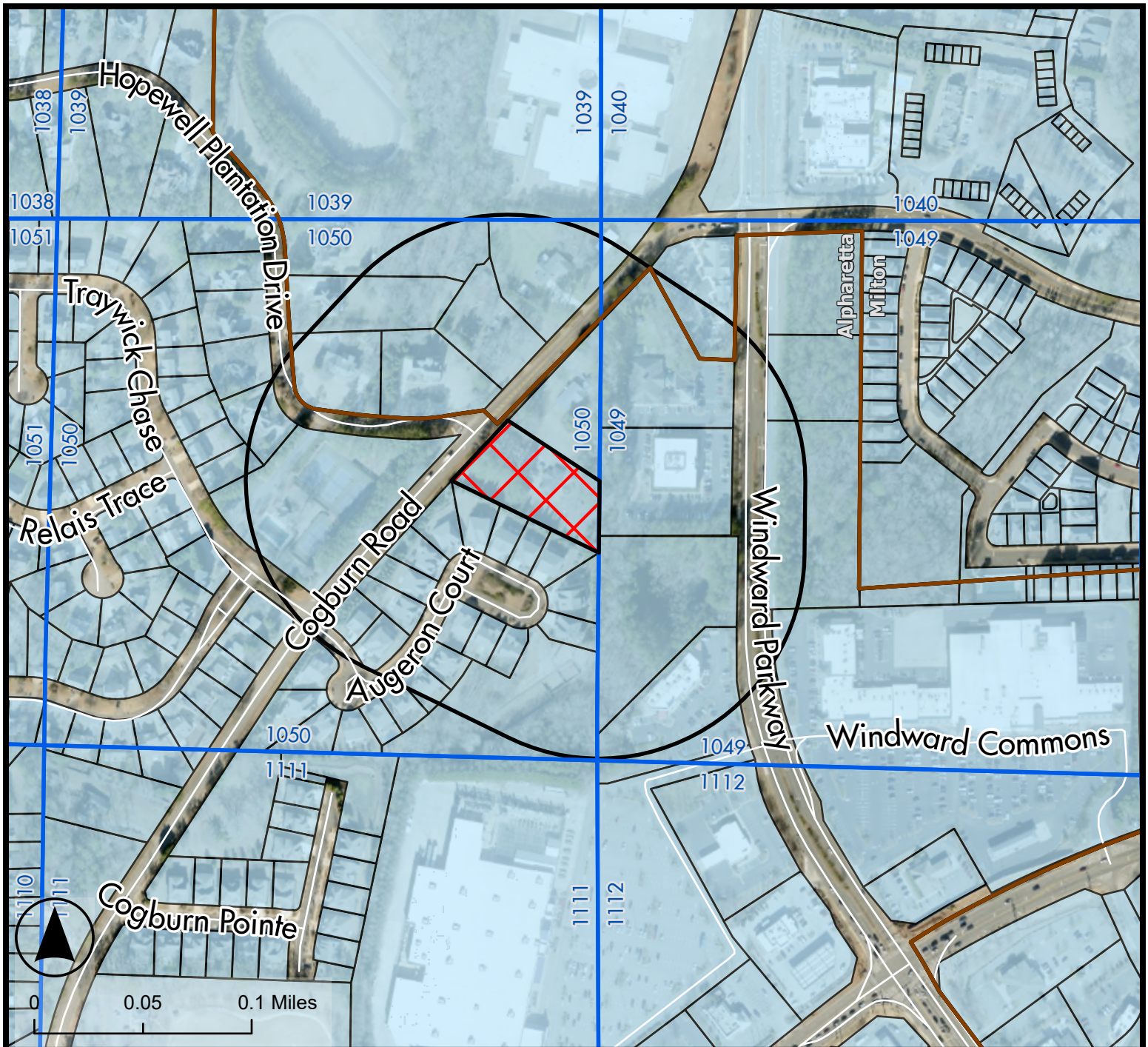
Z-25-17

D/LL: 2/2/1050

PC: 12/4/2025

CC: 12/15/2025





Legend

-  Z-25-17
-  Land Lots
-  Tax Parcels
-  500 ft Buffer
-  Alpharetta City Limits

Location Map

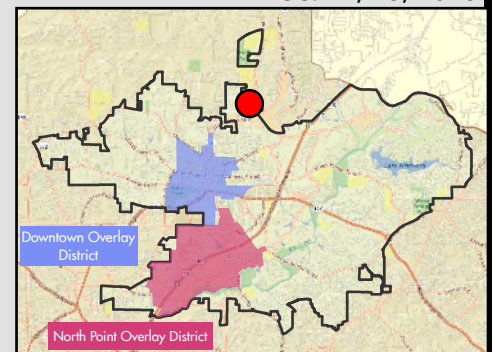
12975 Cogburn Rd
12975 Cogburn Rd

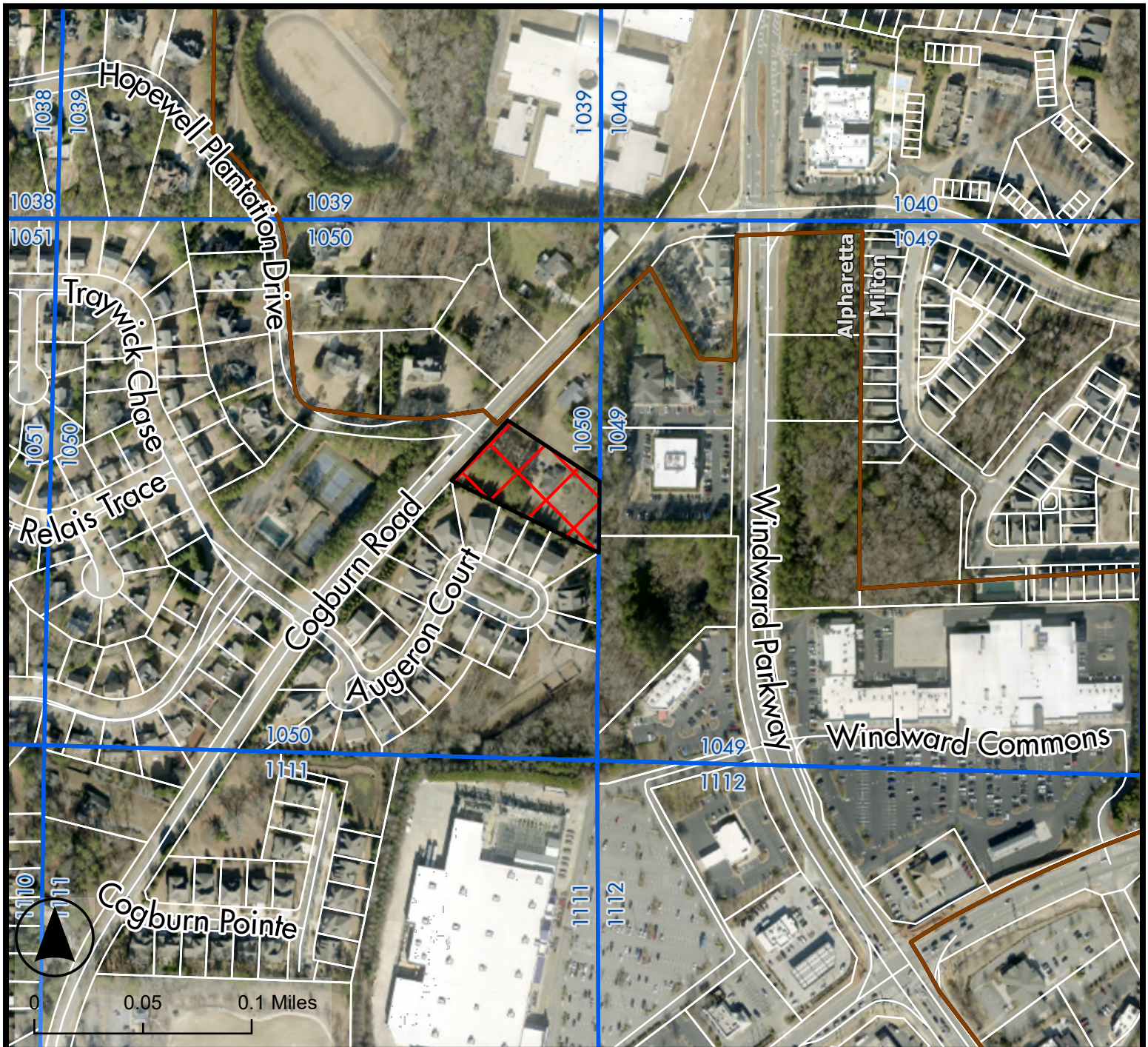
Z-25-17

D/LL: 2/2/1050

PC: 12/4/2025

CC: 12/15/2025





Legend

-  Z-25-17
-  Land Lots
-  Tax Parcels
-  Alpharetta City Limits

Aerial Map

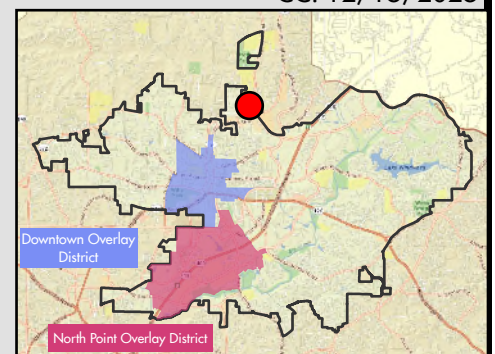
12975 Cogburn Rd
12975 Cogburn Rd

Z-25-17

D/LL: 2/2/1050

PC: 12/4/2025

CC: 12/15/2025



Community Zoning Information Meeting (CZIM)

November 12, 2025

Please sign-in and leave your comments and/or concerns.

Z-25-17 / Sharma/12975 Cogburn Road

NAME	ADDRESS	COMMENTS
Melanie Burrell	2595 Hopewell Plantation Drive Alpharetta GA 30004	

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: Rezoning Request for property located at 12795 Cogburn Road (AG1 to R15)

Contact Name: Sidhant Sharma, Parminder Lamba

Telephone: 470-337-8037; 404-966-1534

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

No responses received

Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

- | | |
|--|---|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other (Please Specify) _____ |

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: 

Date: 11/17/2025

10/24/2025

Sidhant Sharma
402 Oakleigh Ave
Woodstock, GA, 30188

RE: Z-25-17 SHARMA/12975 Cogburn Road

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a rezoning to allow a 1.35-acre property to be subdivided into 2 'For-Sale' single-family detached lots. A rezoning is requested from AG (Agriculture) to R-15 (Dwelling, 'For-Sale', Residential). The property is located at 12975 Cogburn Road and is legally described as being located in Land Lot 1050, 2nd District, 2nd Section, Fulton County, Georgia.

The Community Zoning Information Meeting (CZIM) will be held on **Wednesday, November 12 2025, at 6:00 PM** in the Community Room in Alpharetta City Hall across from the Council Chambers. Alpharetta City Hall is Located at 2 Park Plaza, Alpharetta, GA, 30009. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

The item will be considered by the Planning Commission on **Thursday, December 4, 2025 at 6:30 PM.** and **City Council on Monday, December 15, 2025 at 6:30 PM.** The meetings will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at sid.vashisht@gmail.com

Sincerely,

Sidhant Sharma

ALMONTE CESAR AMBIORIX HERNANDEZ
2705 AUGERON CT
ALPHARETTA GA 30004

BECKLER WILLIAM & RITA W
3167 GULLS WHARF DR
GAINESVILLE GA 30501

CHILUVURI VENKATARAMA S & RUDRARAJU DEEPTHI
2690 AUGERON CT
ALPHARETTA GA 30004

COGBURN WALK HOMEOWNERS ASSOCIATION INC
500 SUGAR MILL RD BLDG/STE B200
ATLANTA GA 30350

COVENTRY FOREST HOMEOWNERS ASSOC INC
500 SUGAR MILL RD # B 200
ATLANTA GA 30350

CRIDER SCOTT A & RUTH A
12985 COGBURN RD
ALPHARETTA GA 30004-3604

DASH DEVELOPMENT TEAM LLC
14415 WOOD RD
MILTON GA 30004

DHANARAJUPALI ANANDA BABU
& VENIGALLA ANURADHA
2625 AUGERON CT
ALPHARETTA GA 30004

DONIPARTHI NALINIKRISHNA KUMAR
& HEAMLATTABEN D
2740 AUGERON CT
ALPHARETTA GA 30004

FULTON COUNTY BOARD OF EDUCATION
786 CLEVELAND AVE
ATLANTA GA 30315

FULTON GREENS LTD PARTNERSHIP LLC
3121 MICHELSON DR STE 510
IRVIN CA 92612

GEORGE LAFAYETTE & STEPHANIE M
2615 AUGERON CT
ALPHARETTA GA 30004

GK CUSTOM BUILDERS LLC
12990 COGBURN RD
ALPHARETTA GA 30004

HALLMARK INVESTMENTS WINWARD LLC
4875 WINDWARD PKWY
ALPHARETTA GA 30004

HO JOHN C & AGNES C
2700 AUGERON CT
ALPHARETTA GA 30004-3863

IVT WINDWARD COMMONS ALPHARETTA LLC
P.O. BOX 6035
CHICAGO IL 60606

KAMARAINEN JARNO & LIAO LINMEI
2710 AUGERON CT
ALPHARETTA GA 30004

KHAN HASAN NEWAZ & FARHANA SHARITA
2730 AUGERON CT
ALPHARETTA GA 30004

KITTANA ANAN
2100 TRAYWICK CHASE
ALPHARETTA GA 30004

KOCA GUNDOGAN
2745 AUGERON CT
ALPHARETTA GA 30004

LEIBEL CHARLES A II & LEIBEL TARA
2655 HOPEWELL PLANTATION DR
ALPHARETTA GA 30004

LR HOME GROUP LLC
2870 PEACHTREE RD NW # 137
ATLANTA GA 30305

MANTENA SUDHEER & PATHAPATI SRAVYA
2725 AUGERON CT
ALPHARETTA GA 30004

MELIANI KARIM & ZEKHNINI HANANE
2670 AUGERON CT
ALPHARETTA GA 30004

NEWLAND LEVY JULIE & DESMOND
2640 HOPEWELL PLANTATION DR
ALPHARETTA GA 30004

ONUIGBO SUNNY
2735 AUGERON CT
ALPHARETTA GA 30004

PADGETT CAROLE ANN
2630 HOPEWELL PLANTATION DR
ALPHARETTA GA 30004

POURKHOSROW IRANA KATHRYN
2695 AUGERON CT
ALPHARETTA GA 30004

SAHU ASHISH & VAISH NIHARIKA
2715 AUGERON CT
ALPHARETTA GA 30004

SANNA MATTHEW & SANNA KELLIE
2660 AUGERON CT
ALPHARETTA GA 30004-3864

SEAN MC GARRY REVOCABLE TRUST THE
5 E SEACREST BEACH BLVD UNIT B302
PANAMA CITY FL 32413

SOTO VLADIMIR & OLIVIA
2750 AUGERON CT
ALPHARETTA GA 30004

SPERANZA DAVID & SPERANZA LINDSEY P
2610 HOPEWELL PLANTATION DR
ALPHARETTA GA 30004

TCF CHARITABLE REAL ESTATE
191 PEACHTREE ST NE 1000
ATLANTA GA 30303

TOCCI JAMES ANTHONY JR
& TOCCI ANNALYN REBECCA PEELE
2665 HOPEWELL PLANTATION DR
ALPHARETTA GA 30004

UGUR AHMED V
2685 AUGERON CT
ALPHARETTA GA 30004

WHM & ASSOCIATES LLC
220 CINEMA VIEW WAY
WOODSTOCK GA 30189

WINDWARD CENTER LLC
3701 ANTIOCH CHURCH RD
WEDDINGTON NC 28104

WINDWARD PROFESSIONAL PAVILLION LLC
4895 WINDWARD PKY STE 200
ALPHARETTA GA 30004

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: 2025-17-Sharma-12975

PH #: Cogburn Rd

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: Sidhant Sharma ; Parminder Lamba

Telephone: 470-337-6037; 404-966-153

Address: 402 Oakleigh Ave ; 240 Milton Overlook Pass

Suite: _____

City Woodstock

State: GA

Zip: 30188

Fax: _____

Mobile Tel: (470) 337-6037

Email: sid.vashisht@gmail.com ; lamba.parminder@gmail.com

Subject Property Information:

Address: 12975 Cogburn Rd

Current Zoning: AG-1

District: 2nd

Section: 2nd

Land Lot: 1050

Parcel ID: 22-5110-1050-013-0

Proposed Zoning: R-15

Current Use: Residential

This Application For (Check All That Apply):

☐ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☒ Rezoning

☐ Master Plan Review

☐ Variance

☐ Public Hearing

☐ Exception

☐ Other (Specify): _____

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

We are requesting to rezone the property located at 12975 Cogburn Road from AG-1 (Agricultural) to R-15 (Single-Family Residential). The property is approximately 1.35 acres and is currently limited to one residence under AG-1. Rezoning to R-15 will allow the property to be subdivided into two single-family lots, each exceeding the 15,000 sq. ft. minimum lot size and 100-foot frontage requirement.

A detailed Letter of Intent describing our vision and architectural commitments is included in this application packet

Applicant's Request (Please itemize the proposal):

Itemized Proposal

- Rezoning Request: Rezone the property located at 12975 Cogburn Road (1.35 acres) from AG-1 (Agricultural, 1-acre minimum lot size) to R-15 (Single-Family Residential, 15,000 sq. ft. minimum lot size).
- Subdivision: Subdivide the property into two single-family residential lots.
- Lot Compliance: Each lot will exceed the 15,000 sq. ft. minimum area and 100-foot frontage requirement of the R-15 district.
- Use: Construction of two Modern Farmhouse style single-family detached homes, with side-entry garages and high-quality exterior materials (brick, stone, board-and-batten siding).
- Intended Occupancy: Both homes will serve as primary residences for the applicants' families (not speculative development).
- Comprehensive Plan Alignment: Request is consistent with the Low Density Residential (LDR) future land use designation.
- Supporting Materials: A Letter of Intent and architectural renderings are included in the app packet

Applicant's Intent *(Please describe what the proposal would facilitate).*

Our intent is to construct two Modern Farmhouse style homes with side-entry garages, using high-quality exterior materials such as brick, stone, and board-and-batten siding. Both homes will serve as primary residences for our families, reinforcing the Low Density Residential (LDR) future land use designation, maintaining compatibility with surrounding R-15 properties, and creating a long-term investment in the City of Alpharetta.

A detailed Letter of Intent describing our vision and architectural commitments is included in this application packet

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Sidhant Sharma ; Parminder Lamba

Telephone: 470-337-6037; 404-966-1534

Address: 402 Oakleigh Ave ; 240 Milton Overlook Pass

Suite: _____

City Woodstock

State: GA

Zip: 30188

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☒ Rezoning | ☐ Conditional Use |
| ☐ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Sidhant Sharma ; Parminder Lamba

Telephone: 470-337-6037; 404-966-1534

Address: 402 Oakleigh Ave ; 240 Milton Overlook Pass

Suite: _____

City Woodstock

State: GA

Zip: 30188

So Sworn and Attested:

Owner Signature: _____

Date: _____

Notary:

Notary Signature: _____

Date: _____



DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: NA

Subject Public Hearing Case: NA

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution as been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: NA Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1

Signature: _____



Parvinder

Date: _____

09/29/26

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

Please see attached document as the official record of our responses to this section

How will this proposal affect the use and value of the surrounding properties?

Please see attached document as the official record of our responses to this section

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

Please see attached document as the official record of our responses to this section

What would be the increase to population and traffic if the proposal were approved?

Please see attached document as the official record of our responses to this section

What would be the impact to schools and utilities if the proposal were approved?

Please see attached document as the official record of our responses to this section

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

Please see attached document as the official record of our responses to this section

Are there existing or changing conditions which affect the development of the property and support the proposed request?

Please see attached document as the official record of our responses to this section

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: Rezoning Request for property located at 12795 Cogburn Road (AG1 to R15)

Contact Name: Sidhant Sharma, Parminder Lamba Telephone: 470-337-6037; 404-966-153

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

See Attached List of Participants

Owners of properties located within 500 ft. of the subject property	Address

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other <i>(Please Specify)</i> |

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

Individuals will be provided with the applicant mailing address and email. They may respond directly by mail or email with any questions or concerns regarding the proposal.

ALMONTE CESAR AMBIORIX HERNANDEZ
2705 AUGERON CT
ALPHARETTA GA 30004

BECKLER WILLIAM & RITA W
3167 GULLS WHARF DR
GAINESVILLE GA 30501

CHILUVURI VENKATARAMA S & RUDRARAJU DEEPTHI
2690 AUGERON CT
ALPHARETTA GA 30004

COGBURN WALK HOMEOWNERS ASSOCIATION INC
500 SUGAR MILL RD BLDG/STE B200
ATLANTA GA 30350

COVENTRY FOREST HOMEOWNERS ASSOC INC
500 SUGAR MILL RD # B 200
ATLANTA GA 30350

CRIDER SCOTT A & RUTH A
12985 COGBURN RD
ALPHARETTA GA 30004-3604

DASH DEVELOPMENT TEAM LLC
14415 WOOD RD
MILTON GA 30004

DHANARAJUPALI ANANDA BABU
& VENIGALLA ANURADHA
2625 AUGERON CT
ALPHARETTA GA 30004

DONIPARTHI NALINIKRISHNA KUMAR
& HEAMLATTABEN D
2740 AUGERON CT
ALPHARETTA GA 30004

FULTON COUNTY BOARD OF EDUCATION
786 CLEVELAND AVE
ATLANTA GA 30315

FULTON GREENS LTD PARTNERSHIP LLC
3121 MICHELSON DR STE 510
IRVIN CA 92612

GEORGE LAFAYETTE & STEPHANIE M
2615 AUGERON CT
ALPHARETTA GA 30004

GK CUSTOM BUILDERS LLC
12990 COGBURN RD
ALPHARETTA GA 30004

HALLMARK INVESTMENTS WINWARD LLC
4875 WINDWARD PKWY
ALPHARETTA GA 30004

HO JOHN C & AGNES C
2700 AUGERON CT
ALPHARETTA GA 30004-3863

IVT WINDWARD COMMONS ALPHARETTA LLC
P.O. BOX 6035
CHICAGO IL 60606

KAMARAINEN JARNO & LIAO LINMEI
2710 AUGERON CT
ALPHARETTA GA 30004

KHAN HASAN NEWAZ & FARHANA SHARITA
2730 AUGERON CT
ALPHARETTA GA 30004

KITTANA ANAN
2100 TRAYWICK CHASE
ALPHARETTA GA 30004

KOCA GUNDOGAN
2745 AUGERON CT
ALPHARETTA GA 30004

LEIBEL CHARLES A II & LEIBEL TARA
2655 HOPEWELL PLANTATION DR
ALPHARETTA GA 30004

LR HOME GROUP LLC
2870 PEACHTREE RD NW # 137
ATLANTA GA 30305

MANTENA SUDHEER & PATHAPATI SRAVYA
2725 AUGERON CT
ALPHARETTA GA 30004

MELIANI KARIM & ZEKHNINI HANANE
2670 AUGERON CT
ALPHARETTA GA 30004

NEWLAND LEVY JULIE & DESMOND
2640 HOPEWELL PLANTATION DR
ALPHARETTA GA 30004

ONUIGBO SUNNY
2735 AUGERON CT
ALPHARETTA GA 30004

PADGETT CAROLE ANN
2630 HOPEWELL PLANTATION DR
ALPHARETTA GA 30004

POURKHOSROW IRANA KATHRYN
2695 AUGERON CT
ALPHARETTA GA 30004

SAHU ASHISH & VAISH NIHARIKA
2715 AUGERON CT
ALPHARETTA GA 30004

SANNA MATTHEW & SANNA KELLIE
2660 AUGERON CT
ALPHARETTA GA 30004-3864

SEAN MC GARRY REVOCABLE TRUST THE
5 E SEACREST BEACH BLVD UNIT B302
PANAMA CITY FL 32413

SOTO VLADIMIR & OLIVIA
2750 AUGERON CT
ALPHARETTA GA 30004

SPERANZA DAVID & SPERANZA LINDSEY P
2610 HOPEWELL PLANTATION DR
ALPHARETTA GA 30004

TCF CHARITABLE REAL ESTATE
191 PEACHTREE ST NE 1000
ATLANTA GA 30303

TOCCI JAMES ANTHONY JR
& TOCCI ANNALYN REBECCA PEELE
2665 HOPEWELL PLANTATION DR
ALPHARETTA GA 30004

UGUR AHMED V
2685 AUGERON CT
ALPHARETTA GA 30004

WHM & ASSOCIATES LLC
220 CINEMA VIEW WAY
WOODSTOCK GA 30189

WINDWARD CENTER LLC
3701 ANTIOCH CHURCH RD
WEDDINGTON NC 28104

WINDWARD PROFESSIONAL PAVILLION LLC
4895 WINDWARD PKY STE 200
ALPHARETTA GA 30004

Letter of Intent

Rezoning from AG-1 to R-15
12975 Cogburn Road, Alpharetta, GA

Dear City of Alpharetta,

We are writing as two families who are deeply invested in Alpharetta and who are eager to make this city our long-term home. Our request is to rezone the property at 12975 Cogburn Road from AG-1 to R-15 so that we may subdivide the 1.35-acre parcel into two single-family lots. Each lot will exceed the R-15 minimum standards for area and frontage, and our intention is to build two forever homes for our families.

This request is not about speculation or development for profit. It is about **building a future for our children in a city we admire and respect**. Alpharetta has always been a place we have looked to for its excellent schools, beautiful neighborhoods, and the quality of life it offers to families. This property represents a dream opportunity for us to put down roots and raise our children in an environment that reflects those values.

Both homes are planned in a **Modern Farmhouse style**, using high-quality materials such as brick, stone, and board-and-batten siding. We will feature side-entry garages to ensure that the homes present a welcoming and attractive face to Cogburn Road. Renderings of our intended design are included, as we want the City to see the care and thought we are putting into this project.

For us, this is personal. We love Alpharetta, and we want to be part of its story. One of us **works at ADP on Windward Parkway**, just a mile away from this property. The **ability to live and work in the same community** — to raise a family in Alpharetta while contributing professionally to one of the city's largest employers — is a rare and special situation. This rezoning gives us the chance to create that balance of home, school, and work in a way that truly connects us to the city.

We are fully committed to making this project a success. The **proposed rezoning aligns with the City's Comprehensive Plan (LDR designation)** and with the surrounding R-15 neighborhoods already established on Cogburn Road. More importantly, it reflects our genuine desire to build homes that complement Alpharetta's character while creating a lasting legacy for our children.

We thank you for your consideration and hope you see the personal significance of this request. Approving this rezoning will not just create two new homes — it will allow two families to fulfill a dream of living, working, and raising children in Alpharetta.

Sincerely,

Sidhant Sharma
Parminder Lamba

Planning Commission Review Criteria Responses

Rezoning Application: AG-1 to R-15

Property: 12975 Cogburn Road, Alpharetta, GA

Applicants: Sidhant Sharma & Parminder Lamba

1. How will this proposal be compatible with surrounding properties?

The proposed rezoning from AG-1 (Agricultural) to R-15 (Single-Family Residential) is fully compatible with surrounding properties. The subject property fronts Cogburn Road, where R-15 zoning already exists across the street. Adjacent properties along Cogburn Road and in the nearby neighborhoods are developed with single-family detached homes on comparable or smaller lots.

Our request to create two R-15-compliant lots, each exceeding the 15,000 square foot minimum and the 100-foot frontage requirement, is consistent with the established residential character of the area. Both new homes are planned in a Modern Farmhouse architectural style, featuring side-entry garages that do not face the road, ensuring that the homes present an attractive residential frontage and consistent with the scale and appearance of surrounding residences.

We have attached renderings of the intended architecture, which detail the use of quality exterior materials such as brick, stone, and board-and-batten siding. These design choices reinforce compatibility with the existing neighborhood context and enhance the visual character of the corridor.

This rezoning will not introduce any new use that conflicts with nearby land uses. Instead, it will strengthen the existing **low-density, single-family residential pattern**, while ensuring compatibility in terms of lot size, setbacks, building orientation, and design.

2. How will this proposal affect the use and value of the surrounding properties?

The proposed rezoning will not adversely affect the use or value of surrounding properties. Instead, it will strengthen the existing single-family character of the neighborhood. The two proposed R-15 lots both **exceed the minimum lot size and frontage requirements**, ensuring they remain consistent with the established development pattern.

Each home will be designed in a **Modern Farmhouse architectural style with side-entry garages** and the use of **high-quality exterior materials such as brick, stone, and board-and-batten siding** (Renderings of the intended architecture are included with this application)

By limiting the request to two single-family residences, rather than pursuing higher-density development, the proposal maintains the **low-density residential character of**

Cogburn Road and is expected to have a **neutral to positive effect on nearby property values**.

3. Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

The subject property is **1.35 acres** and is currently zoned **AG-1 (Agricultural)**, which requires a **minimum of one acre per lot**. While the existing zoning allows for a single residence, it does not permit the property to be subdivided to accommodate two homes, since each lot must be at least one acre in size. This restriction limits the property to a **single-home use**, which does not align with the City's **Low Density Residential (LDR)** future land use designation that supports smaller-lot single-family housing.

Rezoning to **R-15** would enable the property to be subdivided into **two conforming lots**, each exceeding the 15,000 square-foot minimum lot size and 100-foot frontage requirement. This provides a **reasonable and economically viable use** of the property while maintaining compatibility with surrounding single-family neighborhoods.

4. What would be the increase to population and traffic if the proposal were approved?

The proposed rezoning would allow the property to be subdivided into **two R-15 lots**. Since one single-family home already exists on the property, the rezoning would result in a **net increase of only one additional residence**.

This minimal increase in housing translates to a **negligible impact on population** and a **very minor increase in traffic** along Cogburn Road. Any additional vehicle trips generated by a single household can easily be accommodated by the existing roadway network and will not alter current traffic conditions in the area

5. What would be the impact to schools and utilities if the proposal were approved?

The proposed rezoning will have a **minimal impact on schools and utilities**. Subdividing the property into two R-15 lots results in a **net increase of only one single-family residence**. Our families intend to live in these homes, and while we currently have two children, the overall impact amounts to at most **one additional household with school-aged children**. This represents an insignificant increase and can easily be accommodated within the existing school system.

Regarding utilities, the property will be served by **Fulton County water and sewer** and will comply with all City and County requirements. Stormwater management will be addressed in accordance with City engineering standards, including additional measures

if impervious surfaces exceed 5,000 square feet. Given the small scale of development, the overall impact on public utilities and infrastructure will be **negligible**.

6. How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

The proposed rezoning is **fully consistent with the City of Alpharetta's Comprehensive Plan and Future Land Use Map**. The property is designated **Low Density Residential (LDR)**, which supports single-family detached housing at densities consistent with **R-12 and R-15 zoning categories**.

By rezoning from AG-1 to R-15, the property will be aligned with the **intended future land use vision** and the **surrounding residential pattern**. The subdivision will create **two conforming lots**, each larger than the 15,000 square foot minimum and with more than the required 100 feet of frontage. This reinforces the City's objective of providing **appropriately scaled residential development** that strengthens existing neighborhoods.

Furthermore, the proposal avoids higher-density alternatives, such as townhomes, that would not align with the LDR designation or neighborhood character. Instead, it delivers **two single-family homes in a Modern Farmhouse style**, with side-entry garages and high-quality exterior materials, consistent with nearby residences

7. Are there existing or changing conditions which affect the development of the property and support the proposed request?

Yes. The property is currently zoned **AG-1 (Agricultural)**, which requires a **minimum of one acre per lot** and does not reflect the surrounding development pattern along Cogburn Road.

The **surrounding context has shifted** toward single-family residential neighborhoods. Properties across Cogburn Road and nearby streets are already zoned **R-15 or higher density**. The City's **Comprehensive Plan and Future Land Use Map** anticipate this change by designating the property as **Low Density Residential (LDR)**, which supports R-15 zoning.

These existing and changing conditions demonstrate that rezoning to R-15 is both **appropriate and consistent** with the area's growth. The proposal will allow the property to be developed reasonably into **two conforming single-family lots**, ensuring compatibility with surrounding homes and avoiding higher-density development that would not fit the character of the neighborhood.

LOCATION MAP
(NOT TO SCALE)

The map shows a street grid. A diagonal road labeled "LUCERNE RD" runs from the top right towards the bottom left. A road labeled "LUCERNE PLANTATION DRIVE" branches off to the left from Lucerne Rd. A road labeled "DUNBAR RD (Hwy)" runs vertically on the right side. A shaded lot labeled "S01" is located on the left side of Lucerne Rd, between Dunbar Rd and Lucerne Plantation Drive.

GRID NORTH
SPC - GA WEST ZONE

~LEGEND~		
○	CALCULATED POSITION	RB REBAR
●	IRON PIN FOUND/SET	SR SOLID ROD
	VFF (IPS)	
☒	MONUMENT	OCS OUTLET CONTROL
C/L	CENTERLINE	STRUCTURE
CTP	CRIMPED TOP PIPE	CPP CORRUGATED PLASTIC
DB	DEED BOOK	CPI PIPE
N/F	NOW OR FORMERLY	GI GRATE INLET
OTP	OPEN TOP PIPE	DI DROP INLET
PB	PLAT BOOK	Ø SANITARY SEWER
PG	PAGE	Ø MANHOLE (SSMH)
P/L	PROPERTY LINE	⊗ LIGHTPOLE
		⊗ CLEANOUT
☒	TELEPHONE PED. (T.P.)	(ALL IPS ARE 1/2" RB "CAPPED"
☒	FIRE HYDRANT (FH)	UNLESS OTHERWISE LABELED)
W	WATER METER (WM)	— ADJOINER
W	WATER METER (WM)	— ADJOINER
⌒	WATER VALVE (WV)	— LAND LOT LINE (L.L.L.)
□	POWER BOX (PBX)	— RIGHT OF WAY (R/W)
⊗	POWER POLE (PP)	— * FENCE
		— OHP OVERHEAD WIRE

FIELD MEASUREMENTS WERE TAKEN WITH A LEICA TS16 ROBOTIC INSTRUMENT.

FIELD DATA FOUND TO HAVE A CLOSURE
PRECISION OF 1 FOOT IN 35,126 FEET, AND
AN ANGULAR ERROR OF 16 SECONDS PER
ANGLE.

FIELD DATA ADJUSTED USING THE LEAST
SQUARES METHOD.

THIS PLAT HAS BEEN CALCULATED FOR
CLOSURE AND FOUND TO HAVE A PRECISION
OF 1 FOOT IN 521,376 FEET.

THIS PLAT DOES NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS A TITLE SEARCH OR REPORT, AND THUS MAY BE SUBJECT TO ANY EASEMENTS, RIGHT OF WAY OR RESTRICTIONS ONE MAY FIND.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE
USE OF THE PERSON, PERSONS OR ENTITY
NAMED ON THIS PLAT.

THIS DOES NOT EXTEND TO ANY UNNAMED
THIRD PARTY WITHOUT AN EXPRESSED
RESTATEMENT BY THE SURVEYOR.

TYPE OF SURVEY: RETRACEMENT

SOURCE OF TITLE DESCRIPTION FOR PROPERTY
SHOWN HEREON:
DEED BOOK 39309, PAGE 422

PROPERTY OWNERS AS OF SURVEY DATE:
DONA JEAN MULLINAX

PARCEL NUMBER: 22 511010500130

TOTAL AREA
1.35 ACRES

PARCEL 22 511010500130

N/F
PITTMAN
DB 12032, pg 181
PARID: 22 511010500072

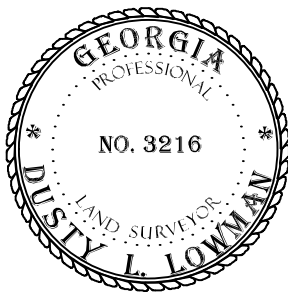
N/F
WINDWARD PROFESSIONAL
PAVILLION LLC.
DB 34323, pg 138
PARID: 22 511010491728

20' SANITARY SEWER
EASEMENT AS SHOWN
IN PB 383, pg 77

APPROXIMATE P/L

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

DUSTY L. LOWMAN PLS# 3216



BASED ON AN INTERPRETATION OF FLOOD
INSURANCE RATE MAP NO. 13121C0056G,
EFFECTIVE DATE 6/19/2020, THIS SITE IS NOT
LOCATED WITHIN THE 100-YEAR FLOOD PRONE
AREA. IF THE ACCURATE LOCATION AND/OR
ELEVATION OF THE FLOOD HAZARD IS REQUIRED
A DETAILED STUDY MAY BE NECESSARY.

CITY: ALPHARETTA
ZONE: AG
SETBACK REQUIREMENTS:
FRONT: 50'
REAR: 50'
SIDE: 25'

(IN FEET)
1 inch = 40 ft.

SHEET NO.

1 OF 1

DRAWN BY: W.G.H.

FIELD CREW: J.M

PLAT DATE: 11/11/2022

FIELD DATE: 11/3/2022

PROJECT NO.

22-395

SURVEY FOR:

WHM & ASSOCIATES LLC.
LAND LOT 1050
2nd DISTRICT, 2nd SECTION
FULTON COUNTY, GEORGIA
CITY OF ALPHARETTA

PREPARED BY

DES
DAVIS
ENGINEERING & SURVEYING

24 DAWSON VILLAGE
WAY SOUTH
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234

DAVISENGINEERS.COM

All that tract or parcel of land lying and being in Land Lot 1050, 2nd District, 2nd Section, Fulton County, Georgia, City of Alpharetta, and being more particularly described as follows:

COMMENCING at a point at the center line intersection of Cogburn Road (a 60' right-of-way) and Hopewell Plantation Drive (a 60' right-of-way),

THENCE, N 64°47'00" E a distance of 94.38' to a ¾" crimp top pipe found on the southern right-of-way of Cogburn Road, said ¾" crimp top pipe found being the POINT OF BEGINNING;

THENCE, leaving said right-of-way, S 46°47'29" E a distance of 284.16' to a ½" capped rebar set;

THENCE, S 00°34'05" W a distance of 149.86' to a 1" crimp top pipe found;

THENCE, N 63°23'16" W a distance of 127.54' to a ½" rebar found;

THENCE, N 63°23'16" W a distance of 60.95' to a ½" rebar found;

THENCE, N 63°23'16" W a distance of 74.23' to a ½" rebar found;

THENCE, N 63°23'16" W a distance of 138.81' to a point on the southern right-of-way of Cogburn Road, said point being witnessed by a ½" capped rebar set 5.00' back;

THENCE, following the aforementioned right-of-way, N 42°59'13" E a distance of 224.93' to a ¾" crimp top pipe found on the southern right-of-way of Cogburn Road, said ¾" crimp top pipe found being the POINT OF BEGINNING.

Said property containing 1.35 acres as shown on a survey prepared by Davis Engineering and Surveying dated 11-11-2022.

PROJECT INFORMATION:
THE PROPOSED DEVELOPMENT WILL CONSIST OF THE DEMOLITION OF THE EXISTING RESIDENCE AND DIVISION OF THE LOT INTO THE SEPARATE RESIDENTIAL LOTS. A REZONE FROM AG TO R-15 IS PROPOSED.

ADDRESS: 12975 COGBURN ROAD, ALPHARETTA, GA
PARCEL NUMBER: 22 511010500130
JURISDICTION: CITY OF ALPHARETTA

TOTAL AREA= 1.35 ACRES

BOUNDARY INFORMATION OBTAINED FROM A SURVEY FOR WHM & ASSOCIATES LLC COMPLETED BY DAVIS ENGINEERING & SURVEYING, LLC DATED 11/11/2022.

CONTOUR DATA FROM FULTON COUNTY GIS DEPARTMENT.
CONTOUR INTERVAL: 2'

UTILITIES SHOWN HEREON ARE FROM EXISTING STRUCTURES AND ABOVEGROUND MARKS FOUND. DAVIS ENGINEERING AND SURVEYING, LLC IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES.

ACCORDING TO AN INTERPRETATION OF THE FEMA NATIONAL FLOOD HAZARD LAYER, THIS PROPERTY DOES NOT LIE WITHIN A FEDERAL FLOOD HAZARD AREA PER FIRM PANEL 13121C0056G DATED 6/19/2020.

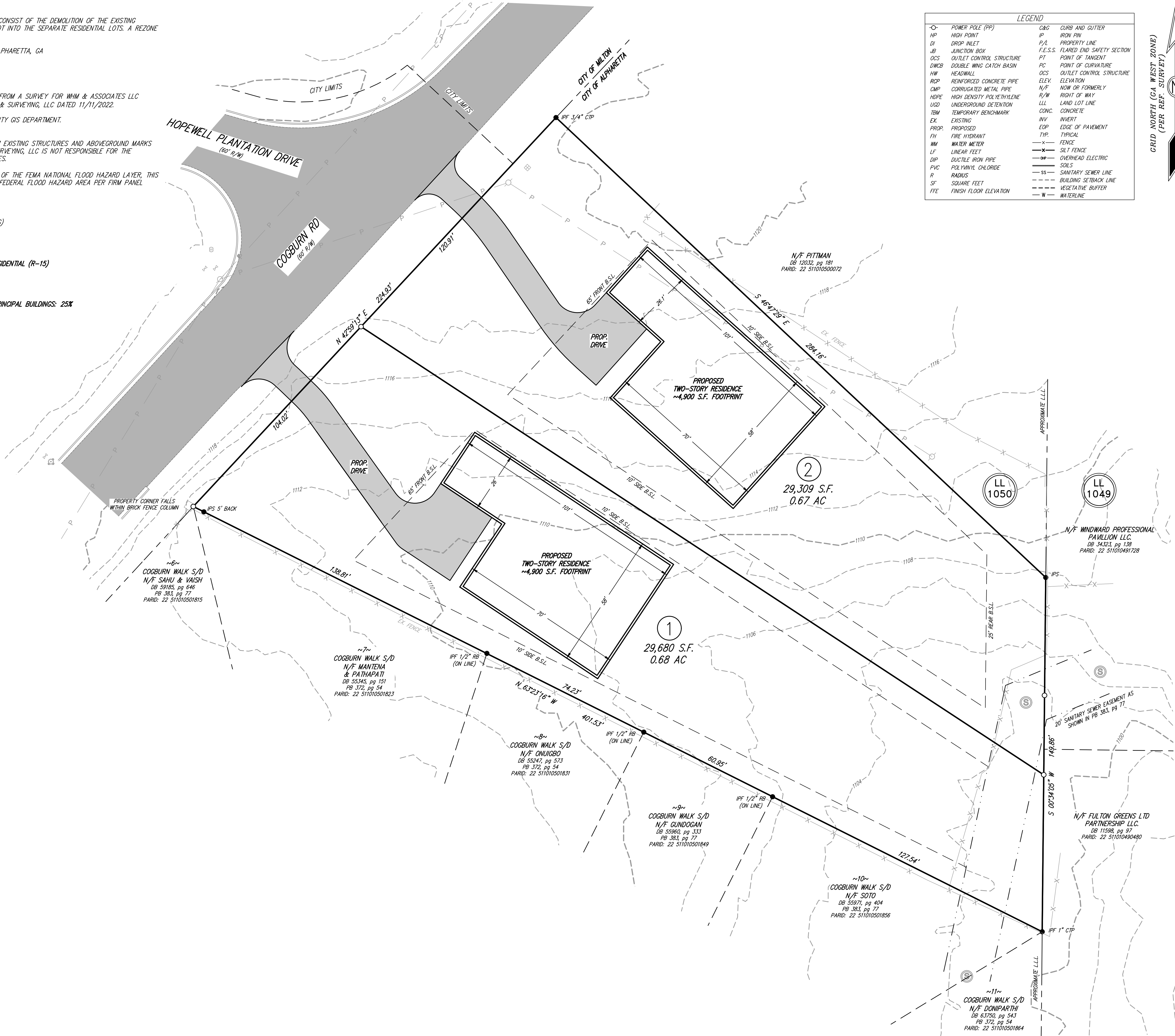
ZONING INFORMATION:

CITY OF ALPHARETTA
CURRENT ZONING: AGRICULTURAL (AG)
FRONT: 50'
SIDE: 25'
REAR: 50'

PROPOSED ZONING: 'FOR-SALE' RESIDENTIAL (R-15)
SETBACKS

FRONT: 65'
SIDE: 10'
REAR: 25'
MAXIMUM GROUND COVERAGE BY PRINCIPAL BUILDINGS: 25%
MINIMUM LOT SIZE: 15,000 S.F.
MINIMUM LOT WIDTH: 100'
MAXIMUM BUILDING HEIGHT: 35'
MINIMUM FLOOR AREA: 1,500 S.F.

COPYRIGHT © 2025 THESE DRAWINGS ARE PROTECTED BY FEDERAL COPYRIGHT PROTECTION. UNAUTHORIZED USE OF THESE DRAWINGS, INCLUDING ANY REPRODUCTION OR COPY OF IT, WHETHER IN WHOLE OR IN PART, MAY RESULT IN AN INFRINGEMENT ACTION.



DES DAVIS
ENGINEERING & SURVEYING
24 DAWSON VILLAGE
WAY SOUTH
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234
DAVISENGINEERS.COM

NOT FOR CONSTRUCTION

REVISION	DATE	DESCRIPTION
1	8/20/2025	INITIAL SUBMIT
2	9/4/2025	REVISION FRONT SETBACKS
3	9/4/2025	REVISION LOT LINE
4	9/5/2025	REVISION FOOTPRINT
5	9/19/2025	UPDATE LAYOUT

CONCEPTUAL SITE PLAN
SIDHANT SHARMA & PARMINDER LAMBA
LAND LOT 1050
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

DRAWN BY:	NAP
CHECKED BY:	JRD
LAND LOT:	1050
DISTRICT:	2ND
SECTION:	2ND
CITY:	ALPHARETTA
COUNTY:	FULTON
DATE:	9/4/2025

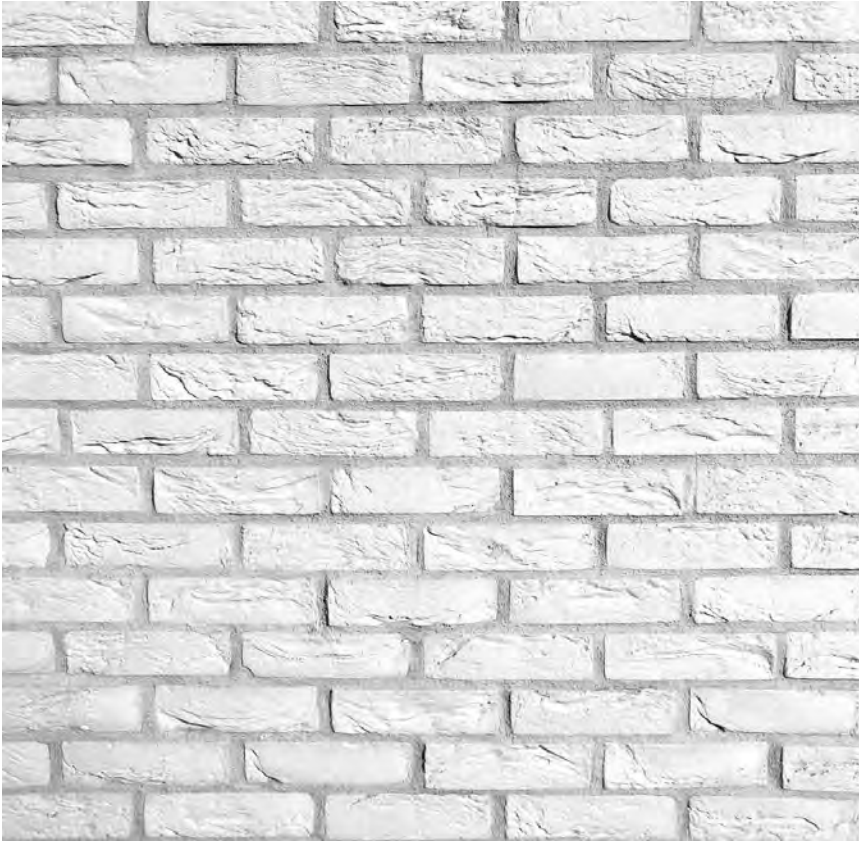
SHEET NO.
1 OF 1
PROJECT NO.
22-395







The renderings shared are intended as illustrative examples that convey the overall style and type of home we are proposing, rather than exact replicas of the final structures. They reflect the modern farmhouse architectural direction and demonstrate how the selected materials and finishes contribute to a cohesive design. While the final construction may include adjustments based on site conditions and other considerations, our intent is to remain closely aligned with these renderings to preserve the design vision. This approach ensures the homes will complement the neighborhood's character while allowing for appropriate flexibility during the building process.



White Exterior Bricks



Board and Batten



White Exterior Stone



Black Roofing Shingles

The materials presented above have been carefully selected to reflect a cohesive modern farmhouse architectural style. This combination of finishes is intended to ensure durability, aesthetic harmony, and alignment with the character of the surrounding community. These selections are consistent with the approximate renderings previously shared and represent our intent to build closely in line with that vision, while allowing for flexibility as the project progresses. We believe these choices provide a timeless yet contemporary appearance that will positively contribute to the neighborhood's visual appeal

Reservation of Constitutional and Other Legal Rights

Applicant: Sidhant Sharma and Parminder Lamba

Subject Property: 1.35 Acres Located at 12975 Cogburn Road, Alpharetta, Fulton County, Georgia (Tax Parcel ID No. 22-5110-1050-013-0)

Current Zoning: AG-1 (Agricultural)

Proposed Zoning: R-15 (Residential)

Proposed Use: Subdivision into Two (2) Residential Lots

Application: Rezoning Request with Associated Approvals

ROW Access: Cogburn Road

Governing Jurisdiction: City of Alpharetta, Georgia

This Reservation of Constitutional and Other Legal Rights ("Reservation") is intended to supplement and form a part of the zoning application of the Applicant and the owners of the Subject Property (collectively, the "Owner") and to put the Governing Jurisdiction on notice of the Applicant's assertion of its constitutional and legal rights.

The Applicant has filed a timely and complete application, provided all required information, and submitted the appropriate application fees. The Application meets all judicial and statutory requirements for approval.

The Applicant objects to the standing of any opponents who are not owners of land adjoining the Subject Property and to the consideration of testimony or evidence presented by any party without standing in making its decision regarding the Application. The Applicant also objects to the consideration of testimony or evidence that is hearsay, violates applicable rules of procedure, or that is presented by any party who fails to comply with statutory notice and disclosure requirements.

The Current Zoning of the Subject Property is unconstitutional and deprives the Subject Property of viable economic use. The Proposed Use represents the only viable economic use of the Subject Property, and the Governing Jurisdiction has deemed this Application necessary to allow such use. As such, this filing is not an admission of the need for approval, but rather an effort to exhaust administrative remedies should the Application be denied. The Applicant and Owner expressly reserve the right to challenge the Current Zoning and any conditions or restrictions affecting the Subject Property.

Denial of the Application, or approval in a form other than as requested, would impose a disproportionate hardship on the Applicant and Owner without benefiting surrounding property owners. There is no reasonable alternative use of the Subject Property other than as proposed, and denial would serve no valid public purpose.

Any provisions of the applicable zoning ordinance that classify the Subject Property into non-requested zoning or use classifications, or at a density or intensity less than requested, are unconstitutional takings of property rights without just compensation in violation of the Georgia Constitution (Art. I, Sec. III, Para. I) and the Fifth and Fourteenth Amendments to the U.S. Constitution.

Refusal by the Governing Jurisdiction to approve the Application as requested would also:

- Constitute an unreasonable application of land use authority unrelated to public health, safety, or welfare;
- Result in arbitrary and capricious discrimination between similarly situated property owners, in violation of equal protection rights; and
- Potentially amount to unlawful delegation of zoning authority without due legislative process.

Furthermore, the Governing Jurisdiction cannot lawfully impose conditions or restrictions beyond those reasonably necessary to mitigate actual impacts of the development. Any unrelated conditions or design requirements would constitute an illegal impact fee, an unconstitutional taking, or both.

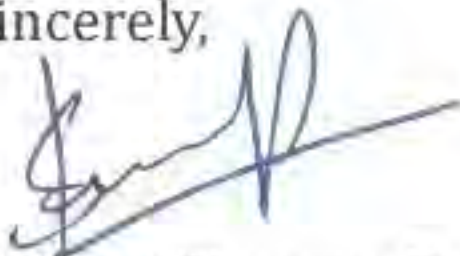
The Applicant and Owner have relied upon existing zoning ordinances and regulations in planning for development, and have expended substantial sums in reliance thereon. As such, vested rights have been acquired in developing the Subject Property consistent with the Proposed Use.

Finally, the Applicant and Owner assert that denial of this Application based upon provisions of zoning ordinances, maps, or plans not lawfully adopted would deprive them of due process under state and federal law.

By filing this Reservation, the Applicant reserves all rights and remedies available under the U.S. Constitution, the Georgia Constitution, applicable laws and ordinances, and in equity.

The Applicant respectfully requests that this Application be approved as submitted and that this Reservation be included with all other application materials. The Applicant and Owner reserve the right to amend or supplement this Reservation at any time.

Sincerely,



Sidhant Sharma, Parminder Lamba





CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: December 8, 2025

AGENDA ITEM: Z-25-16 MADEWELL/204 MARIETTA STREET

The applicant, Madewell, is requesting a rezoning to allow for a 1.178-acre property to be subdivided into two (2) 'For-Sale' single-family detached lots in the Downtown. A rezoning is requested from O-P (Office-Professional) to DT-R (Downtown Residential). The subject property is located at 204 Marietta Street near the northeast corner of Marietta Street and Old Milton Parkway.

This item was considered at the December 4, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions. Vote 6-0

STAFF RECOMMENDATION:

Approve Z-25-16 MADEWELL/204 MARIETTA STREET, subject to the following conditions:

1. Approximately 1.178 acres shall be rezoned to DT-R and limited to 2 'For-Sale' single-family detached lots. Site shall be developed substantially similar to the site plan prepared by OnSite Civil Group, dated 11/3/25, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. Architecture and materials shall be developed substantially similar to the renderings prepared by Diana Bolivar, dated 9/26/25 & 9/30/25, except for modifications required to comply with these conditions and in compliance with the Alpharetta Downtown Code and Downtown Consultant's comments, subject to final approval by DRB. Homes shall have 4-sided architecture, as approved by DRB.
3. Density shall not exceed 1.70 dwelling units per acre.
4. Homes shall have a minimum 30' front building setback, as depicted on the site plan prepared by OnSite Civil Group, dated 11/3/25.
5. Garages on each lot shall not exceed a maximum storage capacity of 4 vehicles.
6. Developer shall improve the Marietta Street streetscape with a minimum 6' planter (planted with street trees), minimum 6' sidewalk and decorative pedestrian lighting, as approved by Staff.
7. Minimum 10' landscape strip along Marietta Street shall be planted with shade trees as a continuation of what has been planted in the Downtown and outside of utility easements and overhead utilities, as approved by DRB.
8. Minimum 10' planted buffer shall be provided along the east and west property lines of the 1.178-acre property and planted with a mix of evergreen and deciduous trees, except that buffer plantings shall not be planted in the 20' drainage easement on the east side of the property. Developer shall make reasonable efforts to save existing trees within the buffers identified to be in Good condition, with final approval by Staff.
9. Minimum 20' landscaped or natural buffer shall be required along Old Milton Parkway. Existing Red Oaks within the 20' buffer identified to be in Good to Fair condition shall be saved, with final approval by Staff.
10. Developer shall save tree #6 (24" Water Oak). Developer shall work with Staff to provide an alternative if tree #4 (31" Water Oak) cannot be saved. Encroachment into the CRZ of saved trees shall not exceed 20%, as approved by Staff.
11. Home, accessory structures and infiltration shall be positioned on the property to have the least impact to saved trees, as approved by Staff.

12. Fences and walls visible from the public right-of-way shall be decorative and shall complement exterior materials used on each home, as approved by DRB. Walls shall be developed substantially as depicted on the site plan and construction details prepared by OnSite Civil Group, dated 11/3/25, except that walls in the front yard shall be placed behind the required landscape strip.
13. Unfinished wood fences and decks shall not be visible from the street.
14. HVAC and similar equipment shall not be visible from the public right-of-way.
15. A site line shall be required at land disturbance permit, with final approval by Staff.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for the subdivision of a 1.178-acre property into two (2) 'For-Sale' single-family detached lots in the Downtown. The proposed density is 1.70 dwelling units per acre. The applicant proposes a rezoning from O-P (Office-Professional) to DT-R (Downtown Residential). The subject property is located at 204 Marietta Street near the northeast corner of Marietta Street and Old Milton Parkway.

The subject property is developed with a two (2) story, 3,586 square foot commercial structure that was previously used as a residence. Surrounding properties are zoned R-8A/D (Dwelling, 'For-Sale', Attached and Detached) and CUP (Community Unit Plan) to the north, DT-R (Downtown Residential) and C-2 (General Commercial) to the east, SU (Special Use) to the south and O-P to the west. Wills Commons and two (2) unplatted residential lots are located to the north, an unplatted residential lot is located to the east, Wills Park is located to the south, and Precocious Kids Daycare is located to the west. The property is located within the Downtown Overlay and has a comprehensive land use plan designation of 'Mixed Use' which supports the zoning proposal.

SITE PLAN

The site plan depicts the property being subdivided into two (2) single-family detached lots with both homes having access and being oriented to Marietta Street. The eastern lot, Lot 1, is 0.567 acres and the western lot, Lot 2, is 0.611 acres. Both lots are depicted with a twenty-foot (20') front setback along Marietta Street. The homes are depicted with side-loaded garages. Lot 2 has a driveway with porte cochere on the west side of the home leading to a garage at the rear of the property. Each home will have a minimum two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating a minimum of two (2) additional cars.

Marietta Street is depicted with a six-foot (6') planter and six-foot (6') sidewalk. A ten-foot (10') landscape strip is depicted along Marietta Street and is setback behind a fifteen-foot (15') power line easement. A five-foot (5') landscape strip is depicted along the east property line, a ten-foot (10') planted buffer is depicted along the west property line and a twenty-foot (20') buffer is depicted along Old Milton Parkway. The Unified Development Code (UDC) requires a twenty-foot (20') landscaped or natural buffer on double frontage lots. District regulations, including minimum building setbacks, lot size, and lot width are consistent with the DT-R development standards.

The DT-R zoning district requires a minimum ten percent (10%) amenity space, which can be met in yards, courtyards, and patios. Stormwater is proposed in underground systems on each lot located in the front and side yards.

The submitted tree survey and arborist assessment identifies several trees on the property, including eight (8) specimen trees. The site plan depicts several tree saves along Old Milton Parkway, which includes a specimen tree #6 (24" Water Oak). A previous variance approval on the property required a specimen tree #4 (31" Water Oak) and six (6) trees of quality (Red Oaks ranging in size from 13" – 22") along Old Milton Parkway to be saved. The specimen Water Oak and Red Oaks are located in the required twenty-foot (20') landscaped or natural buffer along Old Milton Parkway.

RENDERINGS

According to the applicant's architect, the proposed renderings reflect French Eclectic (Lot 1) and Federal (Lot 2) architectural styles. Both homes are depicted to be two (2) stories with brick as the primary exterior material. The City's Downtown Consultant reviewed the submitted renderings and believes that the designs generally comply with the Downtown Design Guidelines, subject to compliance with the following comments:

Lot 1 – French Eclectic

1. The lower roof eave suggests (actually requires) that the roof at this condition extends noticeably farther towards the front of the house than the same condition on the other end, yet such a condition, with a prominent chimney in front, does not seem possible.
2. The dormers are character-defining elements for this style, but the use of shed roof forms and metal roof covering (suggested by the drawing) is not known to this style. Hipped roof form with shingles, or an arched roof form with flat-seamed metal roof covering, would be more appropriate.

Lot 2 – Federal

1. The secondary, front-facing gabled end elements are appropriate, especially at the front entrance. However, these plain brick facades should receive additional architectural detail and articulation to further express their importance. This is especially true of the front entrance. The other front-facing gable could benefit from additional detail but could also be left as is. For the front entrance, the addition of cast stone elements, or a brick pattern, especially if it is three dimensional, would be more consistent with the style.
2. The dormers are character-defining elements for this style, but the use of shed roof forms and metal roof covering (suggested by the drawing) is not known to this style. Hipped roof form with shingles, or an arched roof form with flat-seamed metal roof covering, would be more appropriate.

TRAFFIC

Staff estimates that the two (2) single-family detached lots would generate two (2) AM Peak Hour trips and two (2) PM Peak Hour trips.

STANDARDS FOR ZONING CHANGES

The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

- a. Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property.

Response: The zoning proposal would be suitable as it relates to the use and development of adjacent or nearby properties, which are similarly developed with residential uses.

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

Response: The zoning proposal should not adversely affect the existing use or usability of adjacent or nearby properties, which are similarly developed with residential uses.

c. Whether the zoning proposal will adversely affect the natural environment.

Response: The applicant's proposal should not adversely affect the natural environment. If approved, the applicant should save the Red Oaks along Old Milton Parkway, as well as a specimen tree #4 (31' Water Oak) and #6 (24" Water Oak).

d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.

Response: The future land use designation of the property supports a rezoning to DT-R, allowing the property to be subdivided into two (2) lots. The proposed density, 1.70 dwelling units per acre, is much less than the maximum ten (10) dwelling units per acre permitted in the 'Mixed Use' future land use designation of the property.

e. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including but not limited to existing streets and transportation facilities, schools, water or sewer utilities, and police or fire protection.

Response: The zoning proposal would not cause an excessive burden on public facilities and services. The requested rezoning would allow two (2) 'For-Sale' single-family detached homes.

f. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property.

Response: The subject property is located in the Downtown Overlay, which includes opportunities for properties to develop under the Downtown zoning districts. The future land use of the property allows for single use development, residential and commercial, and mixed-use development.

g. Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare against the right to unrestricted use of property.

Response: The zoning proposal reflects a reasonable balance. The applicant's proposal is compatible with the future land use of the property, which allows for single use development, residential and commercial, and mixed-use development.

h. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

Response: The future land use designation of the property supports a rezoning to DT-R, allowing the property to be subdivided into two (2) lots. The proposed density, 1.70 dwelling units per acre, is much less than the maximum ten (10) dwelling units per acre permitted in the 'Mixed Use' future land use designation of the property.

i. The extent to which the zoning proposal is consistent with the Comprehensive Plan.

Response: The comprehensive land use plan designation of the property is 'Mixed Use', which supports the zoning proposal.

CONCURRENCES

Staff has reviewed the applicant’s proposal against the established review criteria for a rezoning. The proposal is consistent with the vision of the Downtown Master Plan and comprehensive land use plan designation of the property, which is ‘Mixed Use’. The future land use designation allows for single use development, residential and commercial, as well as mixed-use development. The requested rezoning is appropriate as it relates to the use and development of adjacent or nearby properties. The DT-R zoning district would result in lots that are similar to residential lots to the east and north and the proposed density is much less than the maximum density permitted in the future land use designation of the property. If approved, trees should be saved along Old Milton Parkway, as well as two (2) specimen trees.

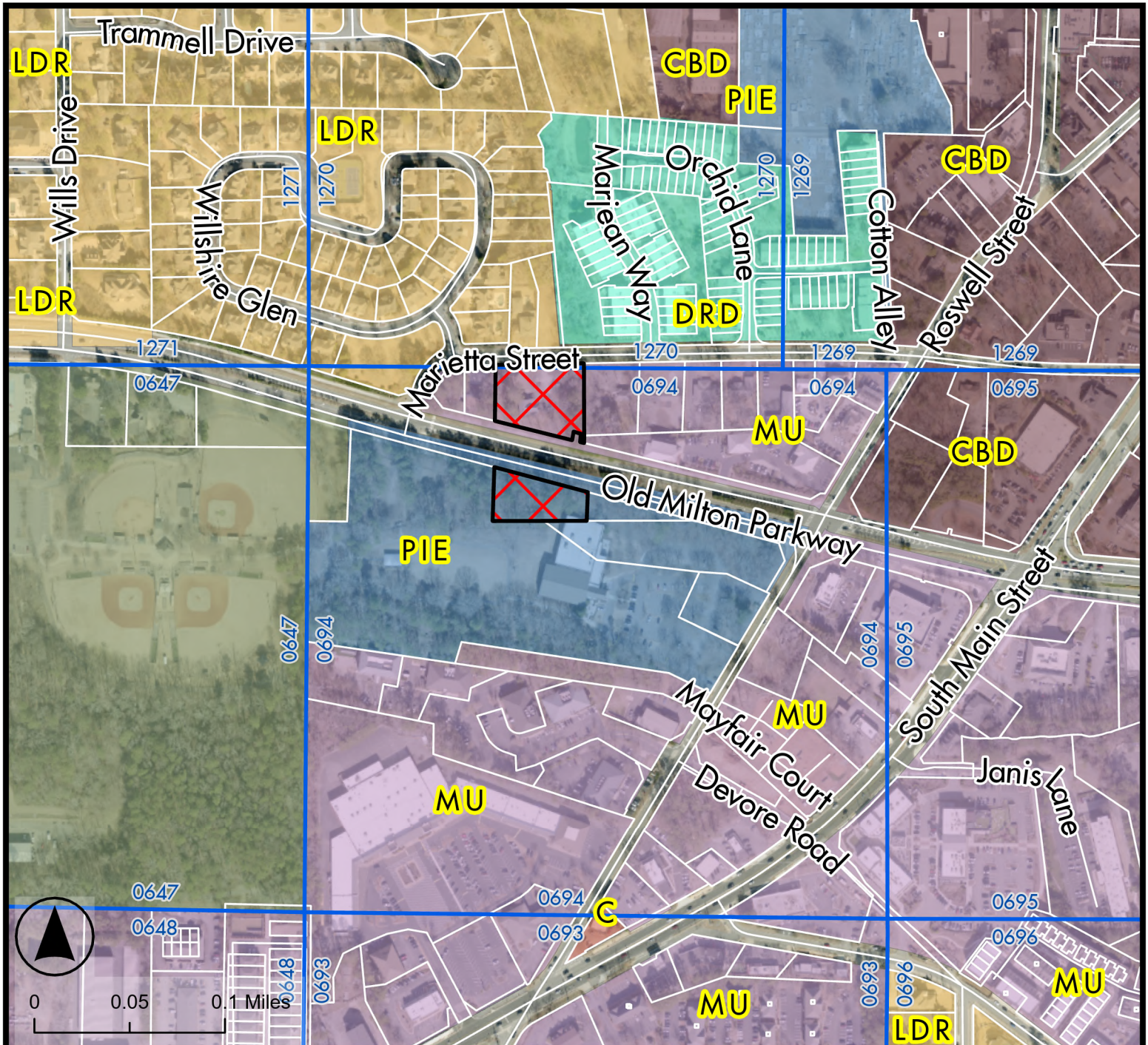
CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners within 500’ were contacted regarding the applicant’s intent. The report states that a public comment was received at the CZIM meeting with concerns over protecting the tree canopy.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on November 12, 2025. There was one (1) public comment with concerns over protecting the tree canopy.

ATTACHMENTS:
• Map Series • Updated Information • CZIM • Citizen Part B • Application



Legend

- Z-25-16
- Land Lots
- Tax Parcels
- Alpharetta City Limits
- Future Land Use 2040**
- Central Business District
- Commercial
- Downtown Residential Density
- Low Density Residential
- Mixed Use
- Parks, Recreation, Open Space
- Public, Institutional, Education

Future Land Use Map

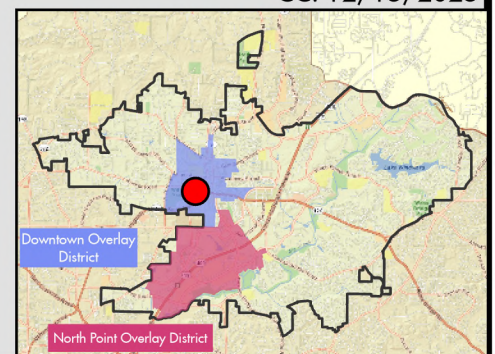
Madewell
204 Marietta Street

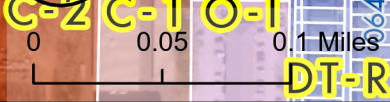
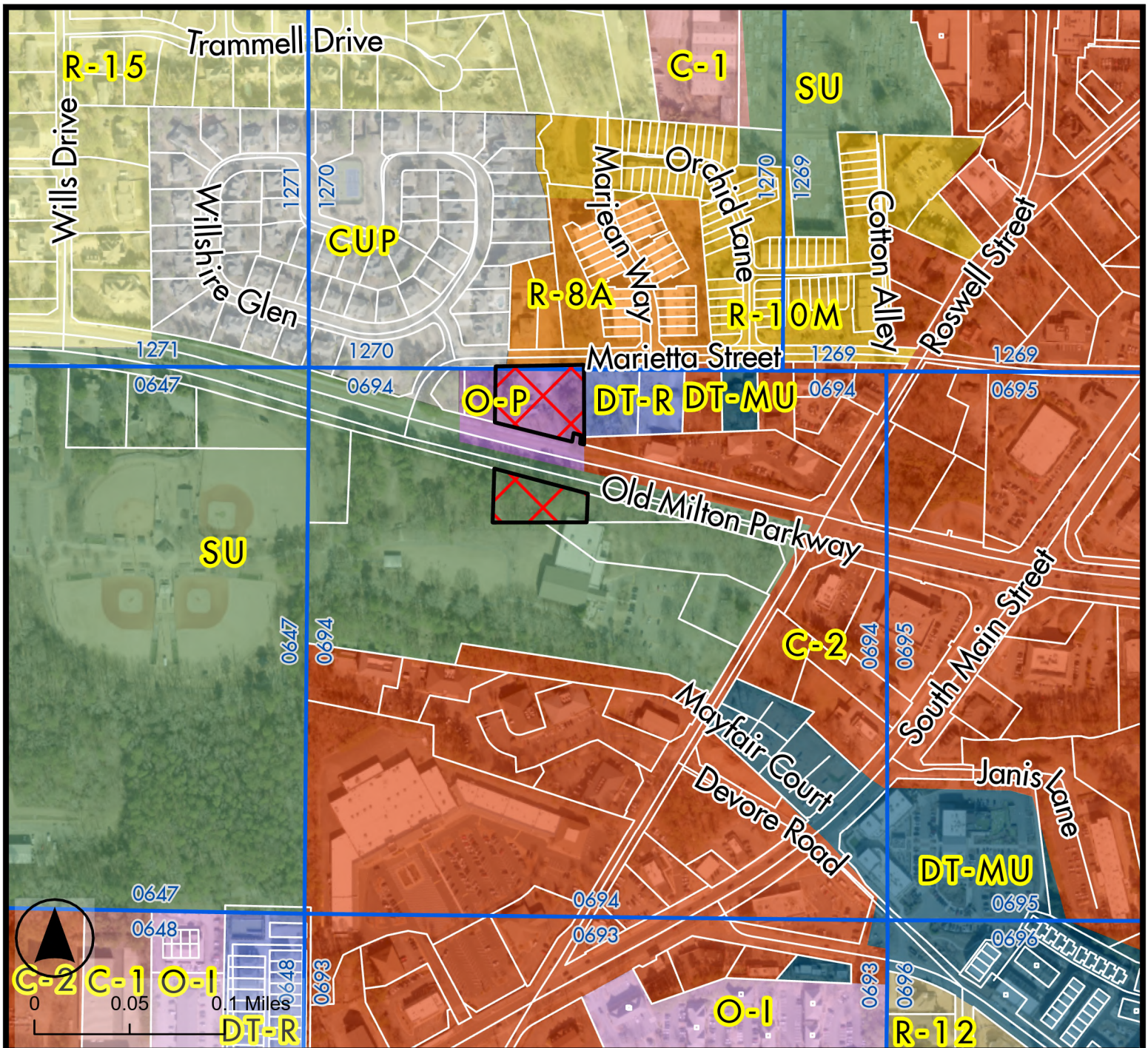
Z-25-16

D/LL: 1/2/0694

PC: 12/4/2025

CC: 12/15/2025





- Legend**
- Z-25-16
 - Land Lots
 - Tax Parcels
 - Alpharetta City Limits
 - Zoning District**
 - C-1 Neighborhood Commercial
 - General Commercial
 - CUP Community Unit Plan
 - DT-MU Downtown Mixed Use
 - DT-R Downtown Residential
 - O-I Office Institutional
 - O-P Office Professional
 - R-10M Multi Family Residential (HDR)
 - R-12 Single Family Detached Residential
 - R-15 Single Family Detached Residential
 - R-8A Single Family Attached Residential (Medium Density)
 - SU Special Use

Zoning Map

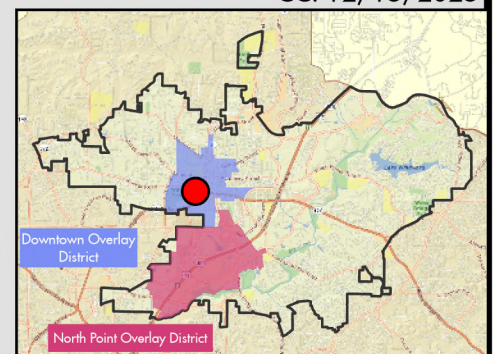
Madewell
204 Marietta Street

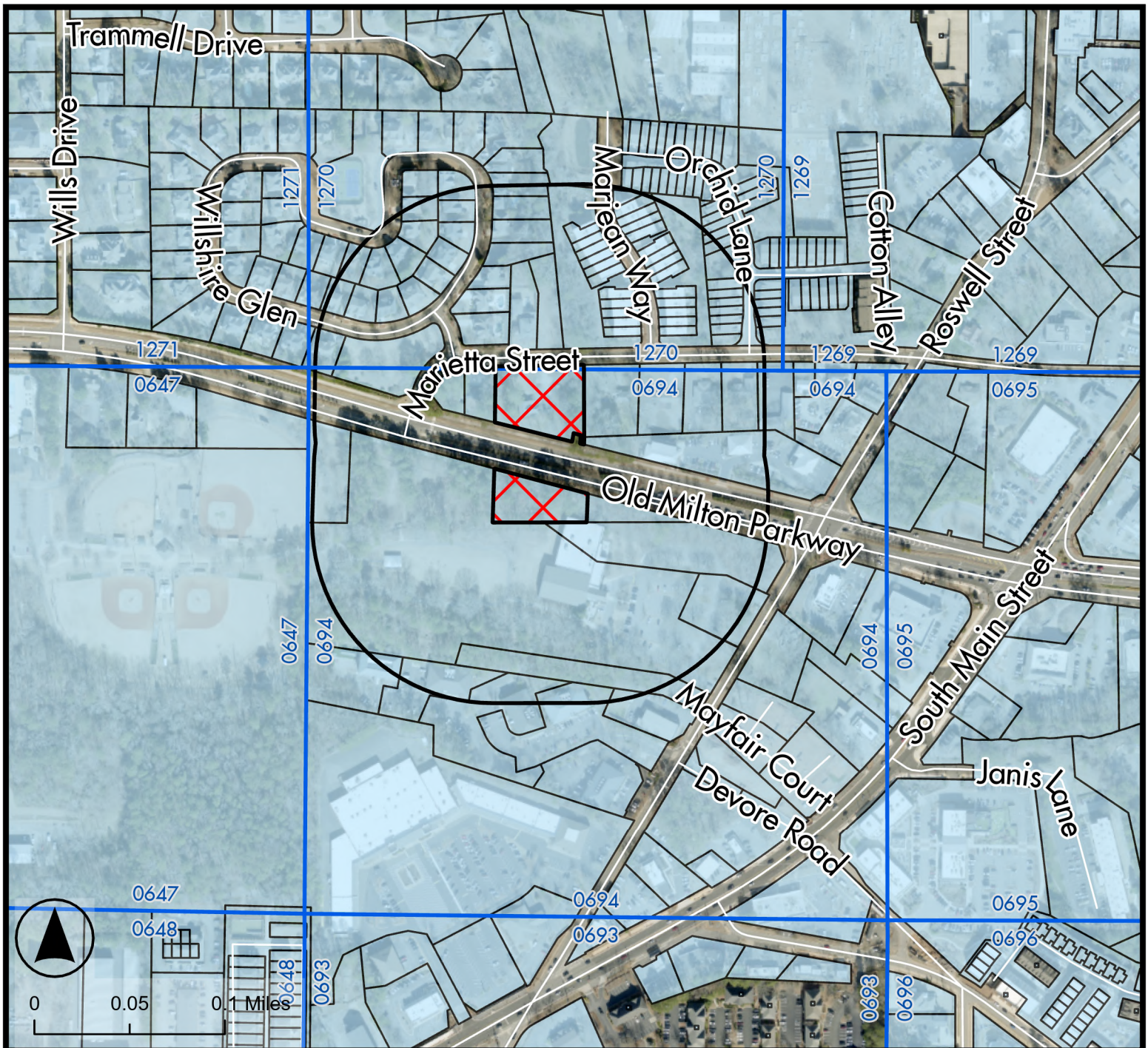
Z-25-16

D/LL: 1/2/0694

PC: 12/4/2025

CC: 12/15/2025





Legend

-  Z-25-16
-  Land Lots
-  Tax Parcels
-  500 ft Buffer
-  Alpharetta City Limits

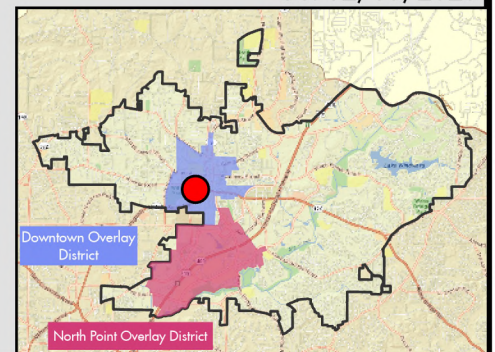
Location Map

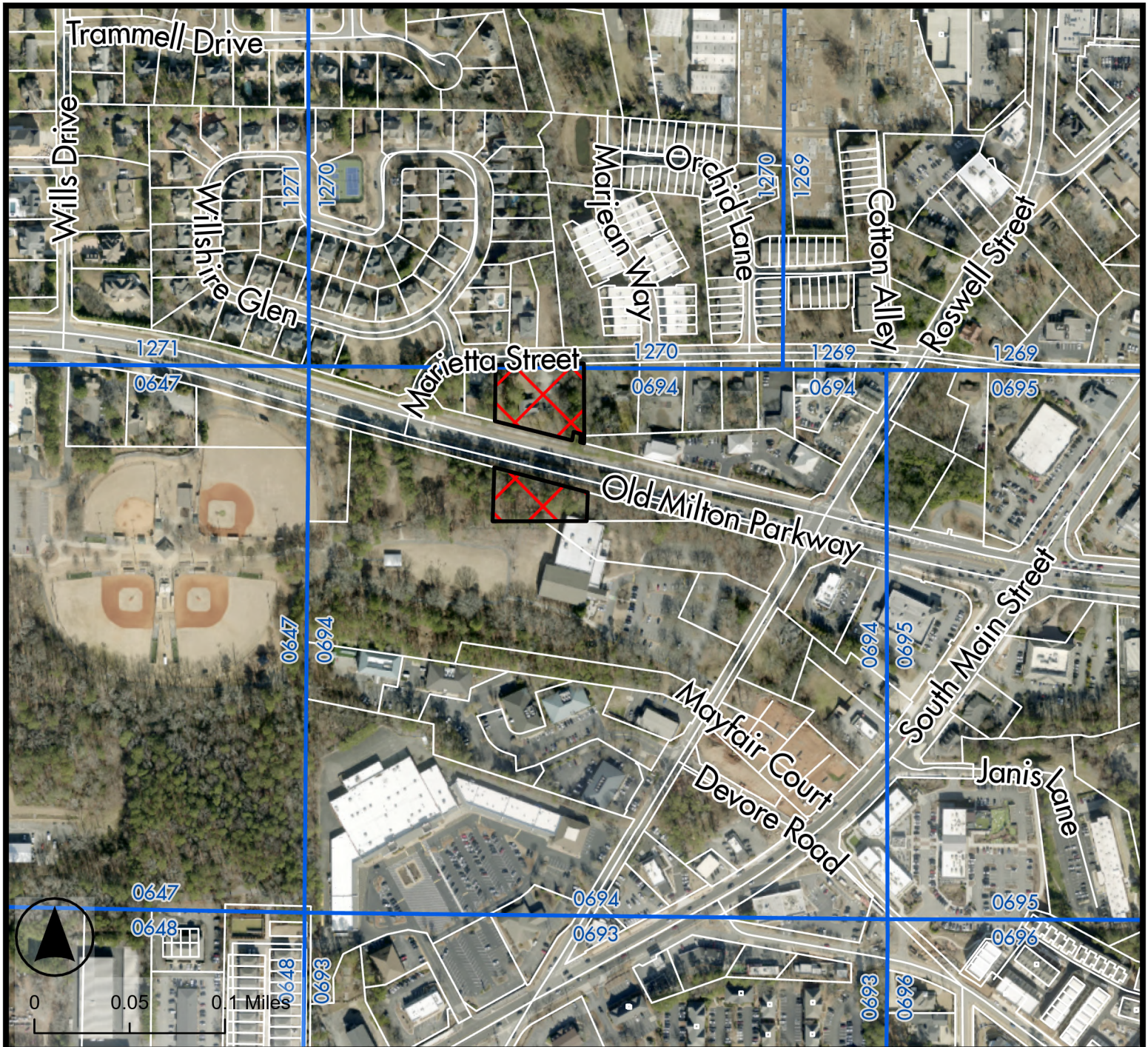
Madewell
204 Marietta Street

Z-25-16

D/LL: 1/2/0694

PC: 12/4/2025
CC: 12/15/2025





Legend

-  Z-25-16
-  Land Lots
-  Tax Parcels
-  Alpharetta City Limits

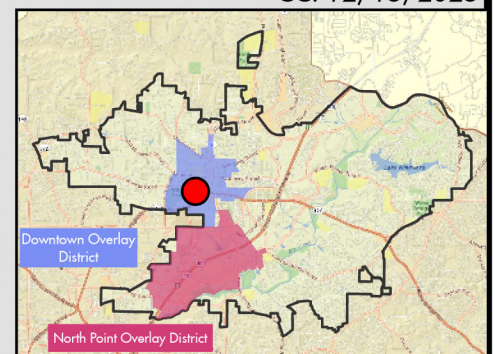
Aerial Map

Madewell
204 Marietta Street

Z-25-16

D/LL: 1/2/0694

PC: 12/4/2025
CC: 12/15/2025



To: Community Development, City of Alpharetta

Attn: Brian Borden

Date: September 30th, 2025

The home being designed at Marietta lot 1, contains the following architectural elements from French Eclectic style which is in line with the downtown overlay architectural styles approved by the City of Alpharetta.

French Eclectic Features Present:

- Symmetrical façade with centered entry.
- Two-story, rectangular box form with balanced proportions.
- Side-gabled roof with a steep pitch.
- Dormers evenly spaced across the front roof slope.
- Brick exterior cladding, typical of higher-style Georgian houses.
- Windows arranged in a strict, orderly pattern.
- Arched Entry, emphasizing formality and centrality.

Sincerely,



Diana Bolivar
Registered Architect, NCARB, LEED AP BD+C

Diana Bolivar, NCARB, RA, LEED AP BD+C - 704-622-8895 - d1rchitect@gmail.com <http://dianambolivar.carbonmade.com>



To: Community Development, City of Alpharetta

Attn: Brian Borden

Date: September 30th, 2025

The home being designed at Marietta lot 2, contains the following architectural elements from Federal style which is in line with the downtown overlay architectural styles approved by the City of Alpharetta.

Federal Features Present:

- Symmetrical façades (though some variations exist).
- Elliptical arched entry.
- Delicate ornament (thin moldings, attenuated proportions).
- Side-gabled roof with parapeted end walls.
- Dormers projecting from the roof
- Brick as a primary cladding material.
- Proportionally tall rather than squat windows.
- Overall vertical proportion.

Sincerely,



Diana Bolivar
Registered Architect, NCARB, LEED AP BD+C

Diana Bolivar, NCARB, RA, LEED AP BD+C - 704-622-8895 - d1rchitect@gmail.com <http://dianambolivar.carbonmade.com>



EXISTING CONDITION BOUNDARY SURVEY



PROPERTY IS ZONED O-P, SU
CITY OF ALPHARETTA
BUILDING SETBACK:
FRONT: 50' LOCAL STREET, 65' ALL OTHER STREET
SIDE: 15'
REAR: 15'
MAX IMPERVIOUS AREA 70%
MAX BUILDING HEIGHT 40'

ZONING NOTE:
BEFORE DEVELOPMENT OF THIS PROPERTY,
DEVELOPER AND ARCHITECT TO CONFIRM
ZONING DISTRICT, PER ZONING DEPARTMENT.

SURVEY NOTES:

- STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATION OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, TELEPHONE, ELECTRIC, WATER AND SEWER, GAS COMPANIES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.
- THIS PLAT WAS PREPARED TO SHOW THE APPROXIMATE LOCATION OF THE IMPROVEMENTS AND IS NOT RECORDABLE. FENCES SHOULD NOT BE LOCATED USING SIDE DIMENSIONS FROM THE HOUSE. ALL MATTERS OF THE TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHT OF WAY PUBLIC OR PRIVATE.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD RECORDED AND NOT RECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT, EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED. PROPERTY OWNER OR PERSON ORDERING THE SURVEY IS RESPONSIBLE TO CONTACT CLOSING ATTORNEY OR TITLE COMPANY FOR A FULL TITLE SEARCH AND COMMITMENT INCLUDING ALL THE EXCEPTION.
- SURVEY LAND EXPRESS, INC. IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ZONING INFORMATION AND INTERPRETATION AS PROVIDED HEREIN. THIS INFORMATION IS OBTAINED USING ON-LINE SOURCES, TELEPHONE CONVERSATION WITH ZONING OFFICE AT THE COUNTY OR CITY, ETC. AND CANNOT GUARANTEE ITS ACCURACY. IT IS RECOMMENDED THAT THE CLIENT OR USER OF THIS DATA VERIFY THIS INFORMATION WITH THE ISSUING AUTHORITY.
- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECERTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS, ENTITY.



IF YOU DIG GEORGIA...
CALL US FIRST
1-800-282-7411
770-623-4344
(METRO ATLANTA ONLY)
UTILITY PROTECTION CENTER
IT'S THE LAW

* LEGEND *

- APP AS PER PLAT
APD AS PER DEED
APF AS PER FIELD
AI ANGLE IRON FOUND
APZ AS PER ZONING
BB BOTTOM BANK
BC BLOCK
BLS BUILDING SETBACK LINE
BRK BRICK
BSMT BASEMENT
CBX CABLE BOX
CBL CABLE LINE
C CONCRETE
CB CATCH BASIN
CL CENTER LINE
CLF CHAIN LINK FENCE
CMP CORRUGATED METAL PIPE
C.O.A. CITY OF ATLANTA
CO SAN SEWER CLEAN OUT
CM CADASTRAL MAP
CRWL CRAWL SPACE
CP CALCULATED POINT
CPT CARPORT
(D) DEED
DE DRAINAGE EASEMENT
DI DRAINAGE INLET
DWM DEPARTMENT OF WATERSHED
MANAGEMENT
EB ELECTRIC POWER BOX
EM ELECTRIC METER
EP EDGE OF PAVEMENT
F FIELD
FC FACE OF CURB
FDC FIRE DEPARTMENT
CONNECTION
FH FIRE HYDRANT
FR FRAME
GL GAS LINE
GM GAS METER
GV GAS VALVE
GW GUY WIRE
HDW HEAD WALL
HW HARDWOOD TREE
IP IRON PIN
IPF IRON PIN FOUND
IPS IRON PIN SET
IV IRRIGATION VALVE
IWM IRRIGATION METER
JB JUNCTION BOX
LLL LAND LOT LINE
MAG MAGNETIC READING IP
MGN MAGNOLIA TREE
MH MAN HOLE
MTF METAL FENCE
N NBORS
OH OVERHANG
OTP OPEN TOP PIPE FOUND
P PORCH
(P) PLAT
PC PROPERTY CORNER
PL PINE TREE
POB POINT OF BEGINNING
POC POINT OF COMMENCING
PP POWER POLE
PW POWER LINE
R RECORD
PVC POLYVINYL CHLORIDE PIPE
ROD IRON ROD FOUND
RSF RAIL SPIKE FOUND
RBF REINFORCING BAR FOUND
RBS REINFORCING BAR SET
RCP REINFORCED CONC. PIPE
R/W RIGHT-OF-WAY
SN SIGN
SSL SANITARY SEWER LINE
SSE SANITARY SEWER EASEMENT
SP SCREENED PORCH
SW SIDEWALK
TB TOP OF BANK
TRP TRAFFIC POLE
UE UTILITY EASEMENT
WD WOOD
WDF WOOD FENCE
WOK WOOD DECK
WL WATER LINE
WM WATER METER
WRF WIRE FENCE
WV WATER VALVE
WW WET WEATHER
W WITH/
Y YARD INLET

FLOOD NOTE:

I HAVE THIS DATE, EXAMINED THE "FIA FLOOD HAZARD MAP" AND FOUND IN MY OPINION REFERENCED PARCEL IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS. WITHOUT AN ELEVATION CERTIFICATION SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGE DUE TO ITS OPINION FOR SAID PARCEL MAP ID 13121C0058F. EFFECTIVE DATE: 9/18/2013
ZONE: X

THE FLOOD INFORMATION ON THIS PLAT HAS BEEN DETERMINED AFTER REVIEW OF MAPS WHICH ONLY APPROXIMATE THE LOCATION OF THE APPLICABLE FLOOD HAZARD AREA A SECOND OPINION OR COMPREHENSIVE FLOOD EVALUATION STUDY IS SUGGESTED FOR MORE ACCURATE INFORMATION. FOR FURTHER INFORMATION CONTACT THE LOCAL DRAINAGE DEPARTMENT, CORPS OF ENGINEERS AND INSURANCE COMPANY OR AN APPRAISER.

THIS PLAT WAS PREPARED TO SHOW THE APPROXIMATE LOCATION OF THE IMPROVEMENTS AND IS NOT RECORDABLE. FENCES SHOULD NOT BE PLACED USING SIDE DIMENSIONS FROM HOUSE. ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHT-OF-WAY PUBLIC OR PRIVATE.

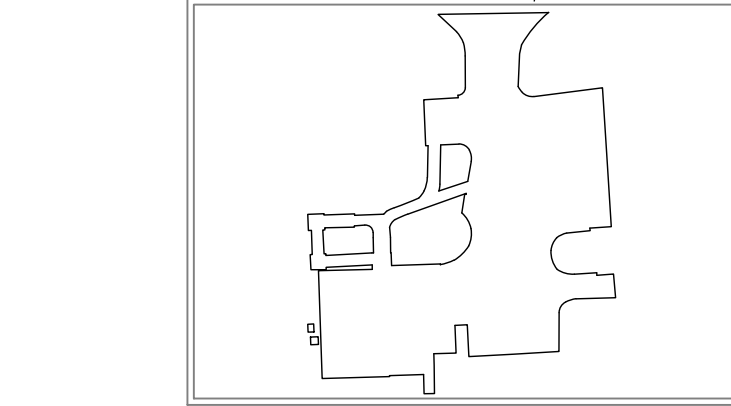
FUTURE FLOOD DISCLAIMER:

THE FLOOD DATA SHOWN HEREON IS PER FEMA ACTIVE PANEL MAP WITH EFFECTIVE DATE, AS SHOWN. THERE MAY BE FUTURE FLOOD ELEVATION INFORMATION STUDIED INTERNALLY BY THE LOCAL GOVERNING MUNICIPALITY IN WHICH THE SUBJECT PROPERTY SITUATES AND THAT INFORMATION MAY NOT BE AVAILABLE TO THE PUBLIC, THEREBY NOT REFLECTED ON THE CURRENT FEMA PANEL MAP ON THE DATE OF THIS SURVEY. WE REQUEST ANY AND ALL FUTURE FLOOD INFORMATION FROM THE APPLICABLE MUNICIPALITIES AND SHOW THAT INFORMATION HEREON WHENEVER POSSIBLE. IT IS THE RESPONSIBILITY OF THE END USER OF THIS SURVEY TO VERIFY THE APPLICABLE FLOOD INFORMATION DURING THE DEVELOPMENT PHASE, OR OTHER FUTURE USE, BEYOND THE DATE OF THIS SURVEY.

Course	Bearing	Distance
L1	N 13°23'45"E	20.00'
L2	N 76°36'15"W	20.00'
L3	S 13°23'45"W	20.00'

S 01°04'41"W
21.06'(F)
21.06'(DB.29774/PG.401)
20.78'(DB.58060/PG.501)
(DB.58060/PG.501)
N/F
ALPHARETTA BEACH HOUSE LLC
Parcel ID: 12 258506940096

EXISTING LOT COVERAGE DETAIL



LOT	BLOCK
SUBDIVISION	UNIT
LAND LOT 694	1ST DISTRICT 2ND SECTION
FULTON COUNTY, GEORGIA	DB.29774/PG.401 PB./PG.
FIELD WORK DATE JULY 23, 2025	PRINTED/SIGNED AUGUST 25, 2025
ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED PAPER SIZE: 17" x 22"	

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 30,000+ FEET, AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 100,000+ FEET. AN ELECTRONIC TOTAL STATION AND A 100' CHAIN WERE USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT. NO STATE PLANE COORDINATE MONUMENT FOUND WITHIN 500' OF THIS PROPERTY.

SURVEY LAND EXPRESS, INC
LAND SURVEYING SERVICES

24 LENOX POINTE
ATLANTA, GA 30324
FAX 404-601-0941
TEL 404-252-5747
INFO@SURVEYLANDEXPRESS.COM

EXISTING CONDITIONS SURVEY PREPARED FOR: SHEET 1 OF 1
TORI YOUNG
PROPERTY ADDRESS:
204 MARIETTA STREET
ALPHARETTA, GA 30009



THIS SURVEY PLAT OF EXISTING CONDITIONS ON THE PROPERTY MUST BE USED AS A SINGLE STAND ALONE DOCUMENT. CAN NOT BE SCANNED AND ALTERED, CROPPED OUT COPY/PASTE OR MODIFIED WITH SURVEY LAND EXPRESS TITLE BLOCK, SURVEYOR'S STAMP AND SIGNATURE. THIS SURVEY PLAT CAN BE ONLY ATTACHED AS A SEPARATE DOCUMENT BY ITSELF TO DEVELOPMENT PROJECTS AND SITEPLANS AND CAN NOT BE INSERTED WITH SURVEY LAND EXPRESS TITLE BLOCK, SURVEYOR'S STAMP AND SIGNATURE TO SOME OTHER DEVELOPMENT PROJECTS PREPARED BY ANY OTHER PARTY WITHOUT WRITTEN APPROVAL AND ORIGINAL BLUE INK SIGNATURE OF THE SURVEYOR OF RECORD.

TOTAL LAND AREA
51,333.00 SF / 1.178 AC FH8
ALLOWABLE IMPERVIOUS AREA
35,933.10 SF / 0.525 AC / 70%
EXISTING IMPERVIOUS AREA
8,973.07 SF / 0.206 AC / 17.5%

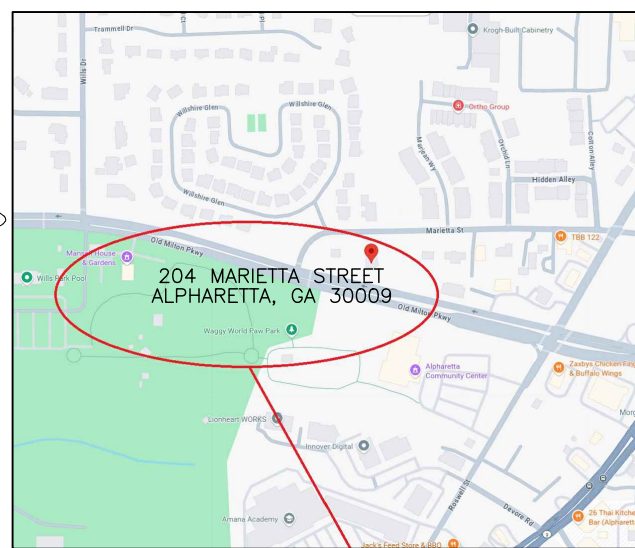
* LINE INDICATORS *

- INDICATES SANITARY SEWER LINE
- INDICATES POWER LINE
- INDICATES WATER LINE
- INDICATES GAS LINE
- INDICATES FENCE LINE
- INDICATES DRAINAGE LINE
- BURIED POWER/CABLE LINE
- AT&T BURIED LINE
- OVERHEAD TRAFFIC/SING STRUCTURES

* SYMBOLS *

- ELECTRIC PANEL/METER
- WATER METER
- AIR CONDITIONER
- GAS METER
- JUNCTION BOX
- SANITARY SEWER MANHOLE
- STORM MANHOLE
- TRAFFIC/INFO SIGN
- GAS MARKER
- LAMP POST
- METAL POST/PILLAR
- WATER VALVE
- HEADWALL
- STAIRS
- DRAINAGE INLET
- FIRE HYDRANT
- R/W MONUMENT
- PARKING STOP BLOCKS
- CONCRETE MONUMENT
- TRAFFIC POLE
- SING POLE
- BENCHMARK

PROPOSED REZONING PLAT



TREE INVENTORY MAP

Arborist Specimen Tree Report
204 Marietta Street, Alpharetta
September 9, 2025

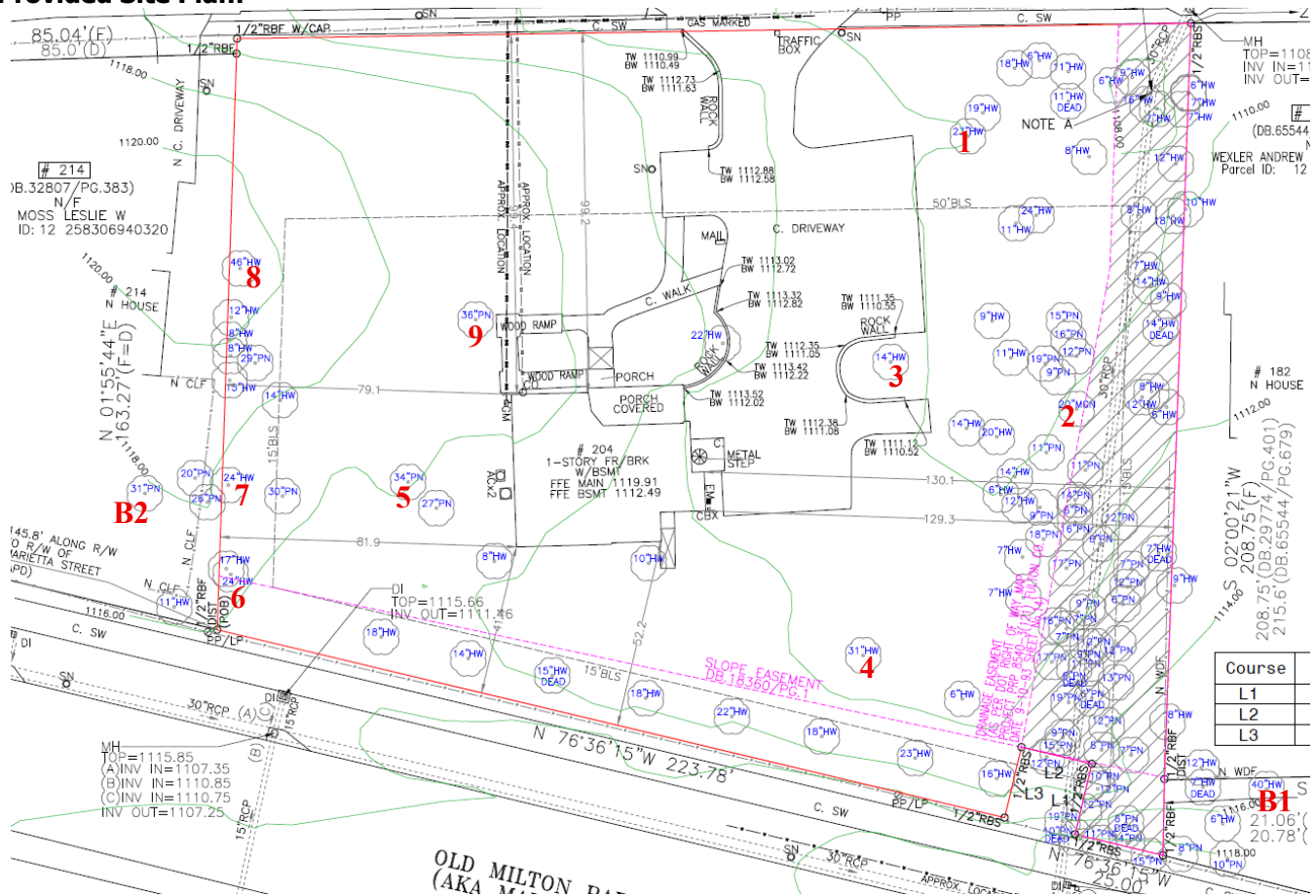
Overview:

HRH Trees, LLC was asked to identify, tag and evaluate the specimen trees at 204 Marietta Street in Alpharetta. There are eight specimen sized trees that were identified and verified on site and two boundary specimen trees nearby off site. One tree of quality was previously tagged. All are in fair to good condition. See site plan and pictures below. The lot size is approximately 1.178 acres. The site visit took place on September 9, 2025.

Alpharetta Specimen Tree Size Criteria

- Pine Trees: 30-inch diameter or larger for trees in the *Pinus* (Pine) genus
- Coniferous Trees: 20" diameter or larger for trees in the *cedrus* (deodar cedar), *Thuja* (Arborvitae), or other ecologically similar trees
- Overstory Trees: 30-inch diameter or larger for trees in the *Liquidambar* (Sweetgum) or *Liriodendron* (Tulip poplar)
- 20-inch diameter or larger for trees in the *Fagus* (Beech), *Nyssa* (Tupelo), *Diospyros* (Persimmon), *Sassafras* (Sassafras), or other ecologically similar trees,
- 20-inch diameter or larger for *Magnolia grandiflora* (Southern magnolia) and those cultivars that generally reach a mature height over 40'
- 24-inch diameter or larger for trees in all other genera
- Understory Trees: 8-inch (8") diameter or larger
10-inch (10") diameter or larger for *Oxydendron arboreum* (Sourwood).

Provided Site Plan:



PAGE 2
204 Marietta Street, Alpharetta

Observations:

All observations were visual and made from the ground (Level 2 Assessment). No invasive tests or aerial inspections were performed. No underground inspections were undertaken. The diameters were measured at breast height, 4½ feet above ground (DBH) with a diameter tape. For trees with more than one trunk, diameters are measured at the narrowest point below the split of the trunks (BS). Boundary tree diameters were approximated as no trespassing occurred.

Specimen Trees:

TREE NO.	Tag#	Species	DBH	Condition	NOTE
1	1394	Water Oak	26"	Good	Appears healthy with no issues
2	1396	So. Magnolia	19"	Good	Appears healthy with no issues – Not Specimen size but is a Tree of Quality
3	503	Jap Saucer Magnolia	20" BS	Good	Appears healthy with no issues
4	1397	Water Oak	31"	Fair	Minor dead low limbs
5	1399	Loblolly Pine	33"	Good	Appears healthy with no issues
6	815	Water Oak	24"	Fair	One-sided, phototropism & competition
7	816	Water Oak	24"	Good	Appears healthy with no issues
8	1400	Water Oak	45" BS	Fair	Co-dominant trunks, appears structurally sound, but the union is a weak area
9	1401	Loblolly Pine	35"	Good	Appears healthy with no issues
B1	86	Water Oak	~40 BS	Fair	Co-dominant trunks, appears structurally sound, but the union is a weak area
B2	?	Loblolly Pine	~31"	Good	Appears healthy with no issues

*Boundary trees were not fully assessed or measured as no trespassing occurred.

**The City of Alpharetta Arborist has the final decisions on all qualifications or disqualifications of specimen trees.

***Yellow jacket nest near Tree 8.

Final Notes:

The City of Alpharetta Arborist has the final decisions on all qualifications or disqualifications of specimen trees.

This report serves as an assessment of the specified trees. I certify that all the statements in this letter are true, complete, and correct to the best of my knowledge and belief, and that they are made in good faith. All trees will fail. No arborist can state exactly when, where, or how a tree will fail. Live trees that appear healthy may fail as an "act of God" or with significant weather or environmental conditions that cannot be controlled. All recommendations made in this report are the sole responsibility of the contractors to address, thus assuming any risk associated with not performing such recommendations.

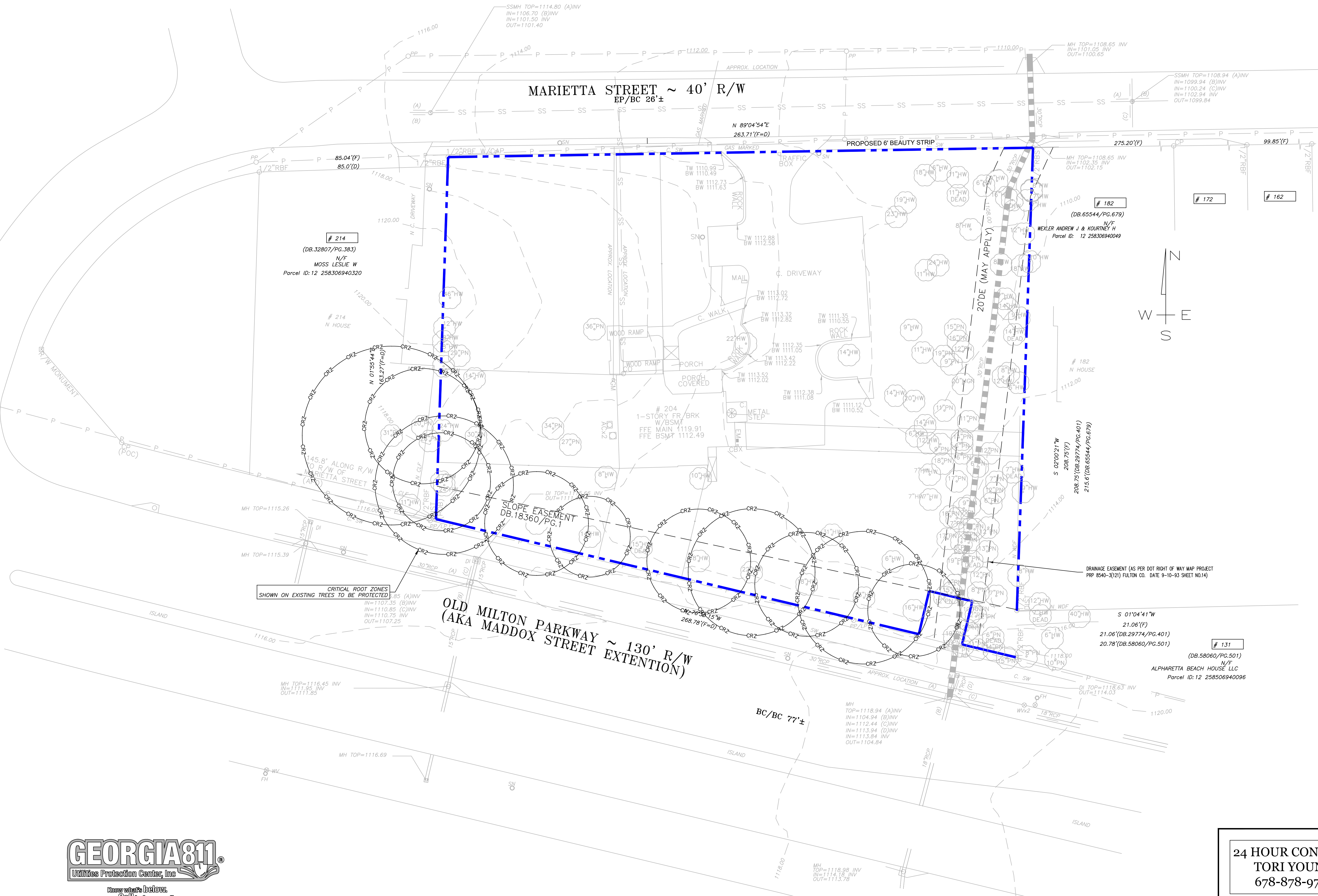
This report was generated by Heidi Rieckermann Harrington, Certified Arborist (ISA #NY-1074A), Certified Forester (SAF #2756), HRH Trees, LLC.

EXISTING TREE MAP, TREE REMOVAL AND
DEMOLITION PLAN, AND TREE PROTECTION PLAN

C:\USERS\BLAKE\ON SITE DROPPBOX PROJECTS\2025\25-040 MADEWELL 204 MARIETTA STREET.DWG 9-26-25 MARIETTA ST REZONING PLANDWG PLOTTED ON 11/3/2025 5:20 PM BY BLAKE MADEWELL



SURVEY NOTE:
EXISTING CONDITIONS BASED OF A GROUND RUN TOPOGRAPHIC SURVEY PREPARED BY SURVEY LAND EXPRESS, INC. DATED AUGUST 25, 2025. ONSITE CIVIL GROUP LLC TAKES NO LIABILITY FOR THE ACCURACY OF THIS SURVEY. CONTRACTORS AND SUB-CONTRACTORS A RESPONSIBLE FOR VERIFICATION OF FIELD CONDITIONS.



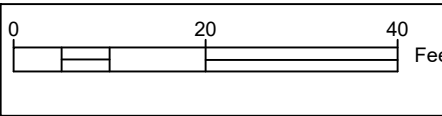
ON SITE
CIVIL GROUP

980 BIRMINGHAM RD. SUITE 600-340 MILTON, GA 30004
PHONE: 678-878-9791
WWW.ONSITECIVIL.COM
INFO@ONSITECIVIL.COM

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GEORGIA
REGISTERED
PROFESSIONAL
LAND SURVEYOR
W. J. JONES
11-3-2025

REVISIONS		
No.	DATE	DESCRIPTION



CLIENT:
MADEWELL HOMES

INDIVIDUAL LOT PLAN
204 MARIETTA ST
ALPHARETTA, GA

EXISTING
CONDITIONS &
TREE INVENTORY

DATE: NOVEMBER 3, 2025
PROJECT: 25-040

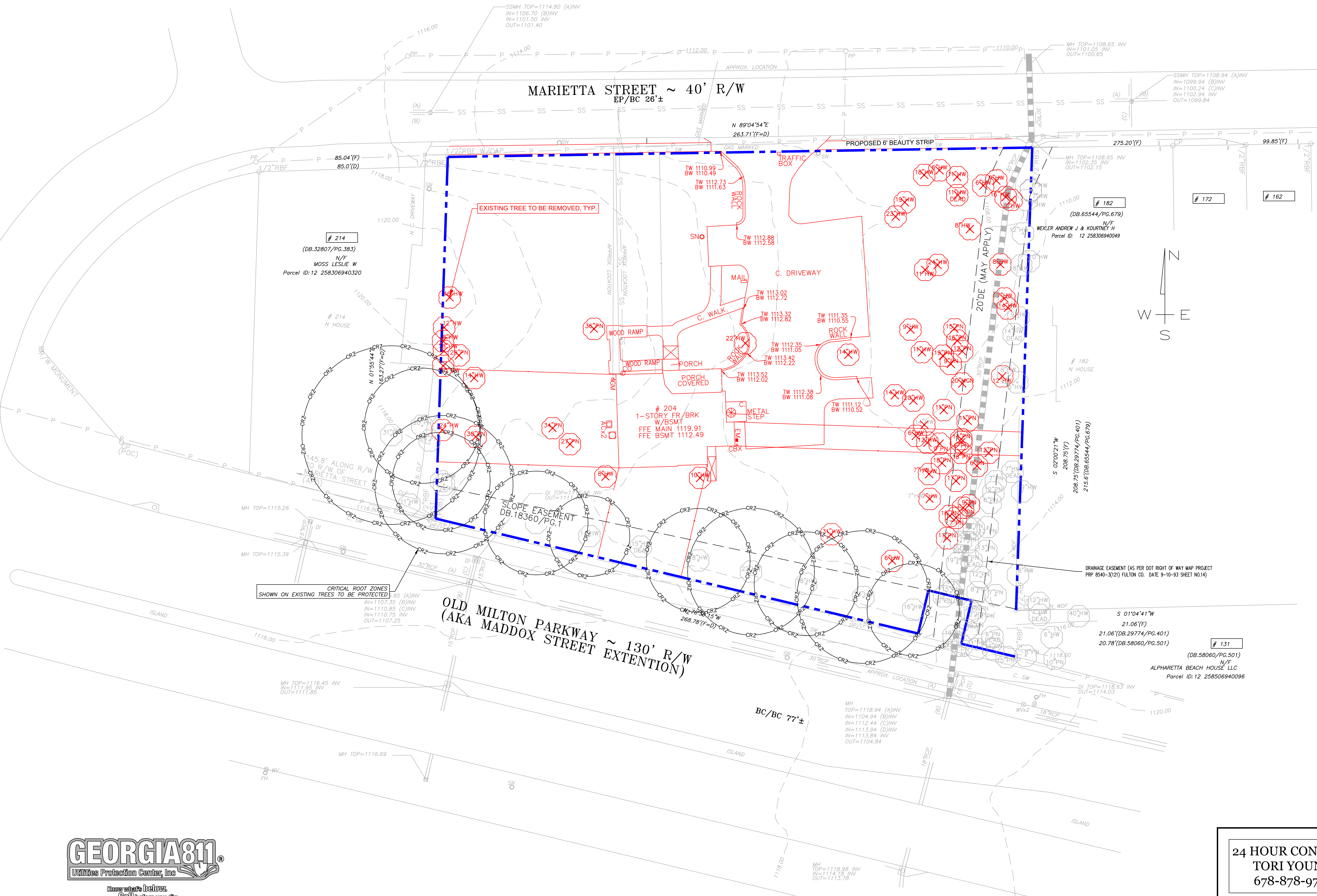
SHEET: C 301

24 HOUR CONTACT:
TORI YOUNG
678-878-9791

C:\USERS\BLAKE\ON SITE DROPPBOX\PROJECTS\2025\25-040 MADEWELL 204 MARIETTA STREET\DWG\9-26-25 MARIETTA ST REZONING PLANDWG PLOTTED ON 11/3/2025 5:20 PM BY BLAKE MADEWELL



SURVEY NOTE:
EXISTING CONDITIONS BASED OF A GROUND RUN TOPOGRAPHIC SURVEY PREPARED BY SURVEY LAND EXPRESS, INC, DATED AUGUST 25, 2025. ONSITE CIVIL GROUP LLC TAKES NO LIABILITY FOR THE ACCURACY OF THIS SURVEY. CONTRACTORS AND SUB-CONTRACTORS A RESPONSIBLE FOR VERIFICATION OF FIELD CONDITIONS.



ON SITE
NO

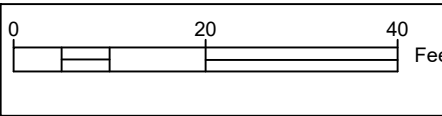
CIVIL GROUP

980 BIRMINGHAM RD, SUITE 601-340 MILTON, GA 30004
PHONE: 678-812-3456
WWW.ONSITECIVIL.COM
INFO@ONSITECIVIL.COM

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GEORGIA
REGISTERED
PROFESSIONAL
LAND SURVEYOR
W. J. BLOOM
#131
11-3-2025

REVISIONS		
No.	DATE	DESCRIPTION



CLIENT:
MADEWELL HOMES

INDIVIDUAL LOT PLAN
204 MARIETTA ST
ALPHARETTA, GA

TREE REMOVAL AND
DEMOLITION PLAN

DATE: NOVEMBER 3, 2025
PROJECT: 25-040

SHEET: C 302

24 HOUR CONTACT:
TORI YOUNG
678-878-9791

C:\USERS\BLAKE\ON SITE DROPPBOX\PROJECTS\2025\25-040 MADEWELL 204 MARIETTA STREET\DWG\9-26-25 MARIETTA ST REZONING PLANDWG PLOTTED ON 11/3/2025 3:20 PM BY BLAKE WATSON



ON SITE
CIVIL GROUP

980 BIRMINGHAM RD, SUITE 600-340 MILTON, GA 30004
PHONE: 678-878-9791
WWW.ONSITECIVIL.COM
INFO@ONSITECIVIL.COM

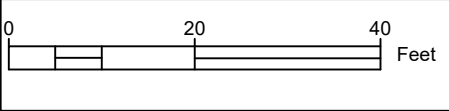
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GEORGIA
REGISTERED
PROFESSIONAL
CIVIL ENGINEER

W. J. WATSON
AM. JOHN ROYSE

11-3-2025

REVISIONS		
No.	DATE	DESCRIPTION



CLIENT:
MADEWELL HOMES

INDIVIDUAL LOT PLAN
204 MARIETTA ST
ALPHARETTA, GA

TREE PROTECTION
PLAN

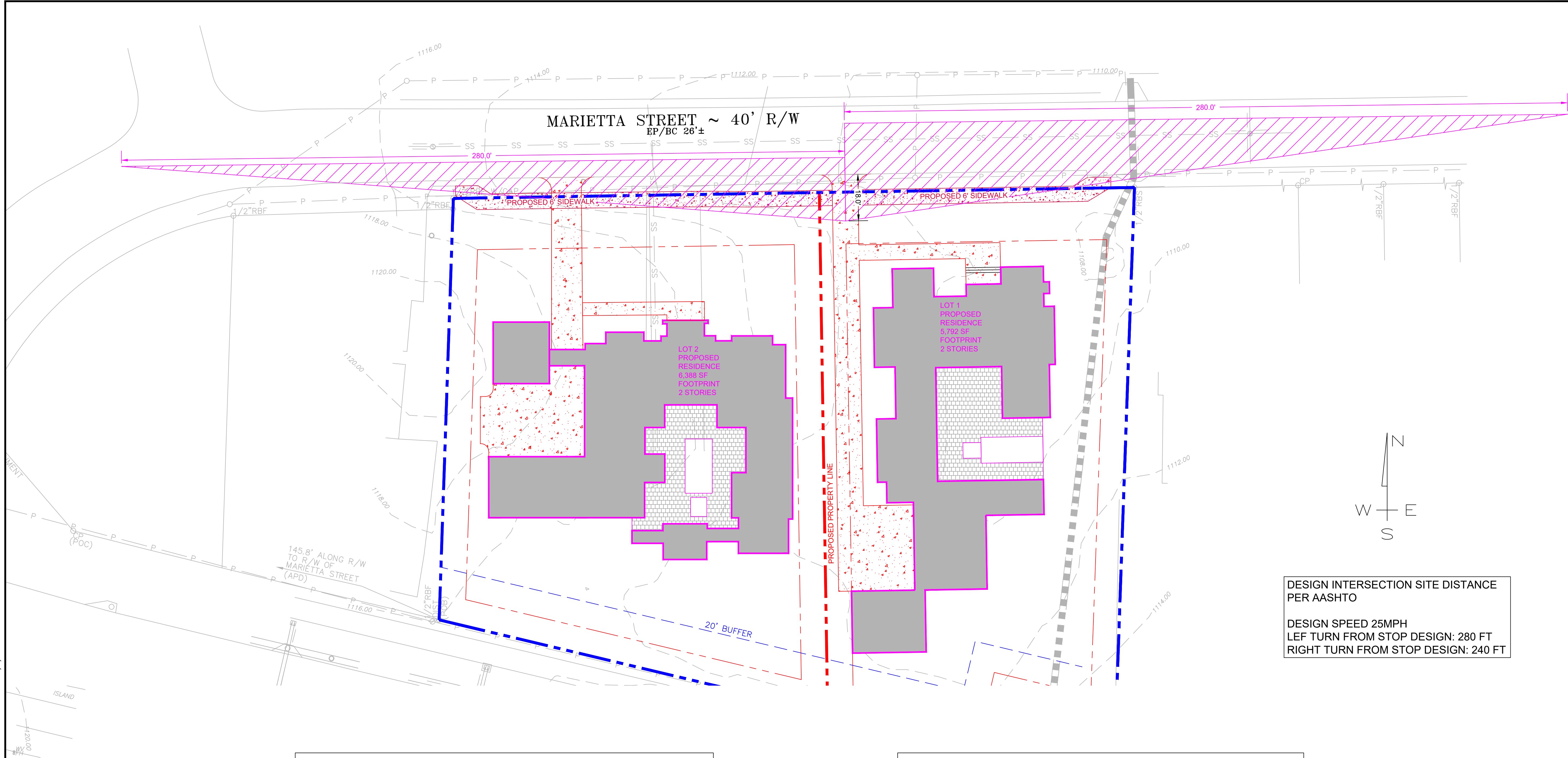
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PROJECT: 25-040

SHEET: C 400

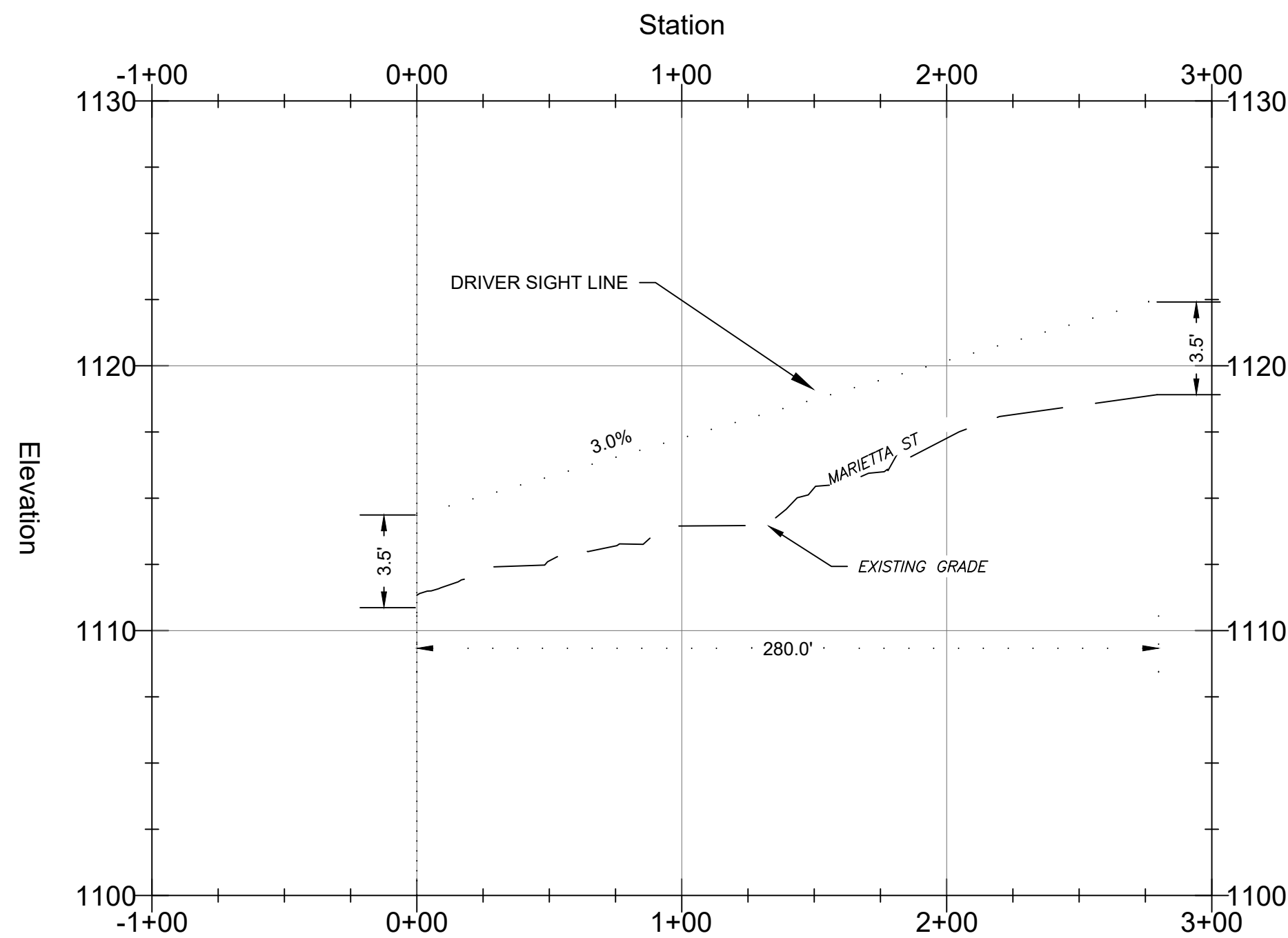
24 HOUR CONTACT:
TORI YOUNG
678-878-9791

SITE PLAN AND SITE DISTANCE PROFILES

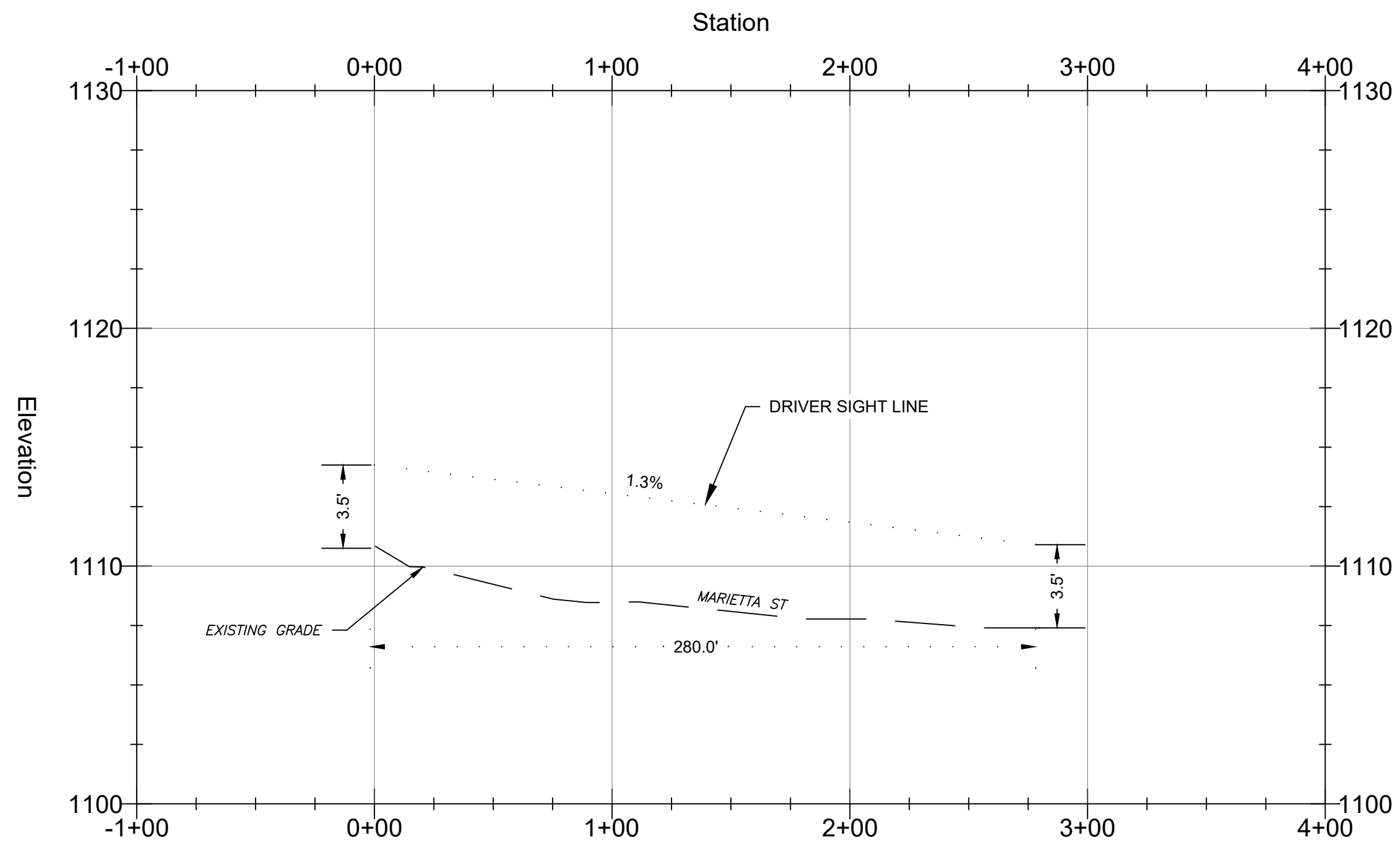
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RIGHT TURN SIGHT DISTANCE LOT 1 PROFILE



LEFT TURN SIGHT DISTANCE LOT 1 PROFILE



24 HOUR CONTACT:
TORI YOUNG
678-878-9791

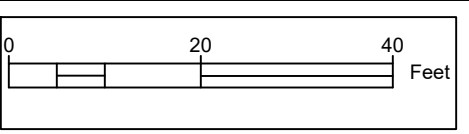
ON SITE
CIVIL GROUP

980 BIRMINGHAM RD, SUITE 603-340 MILTON, GA 30004
PHONE: 678-613-3400
WWW.ONSITECIVIL.COM
INFO@ONSITECIVIL.COM

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GEORGIA REGISTERED PROFESSIONAL ENGINEER
No. 29438
W. AMMOHN
11-3-2025

REVISIONS		
No.	DATE	DESCRIPTION



CLIENT:
MADEWELL HOMES

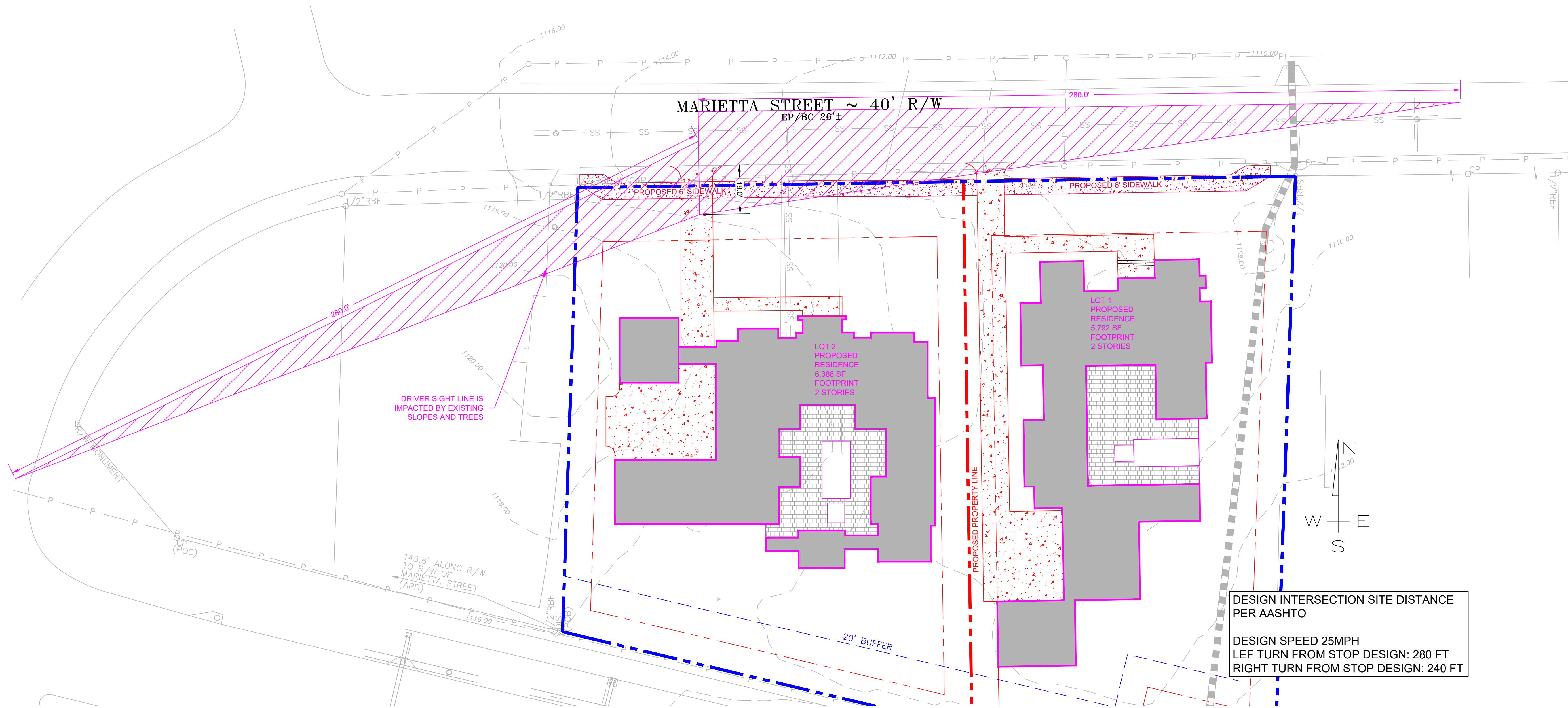
INDIVIDUAL LOT PLAN
204 MARIETTA ST
ALPHARETTA, GA

LOT 1 ISD PLAN
AND PROFILES

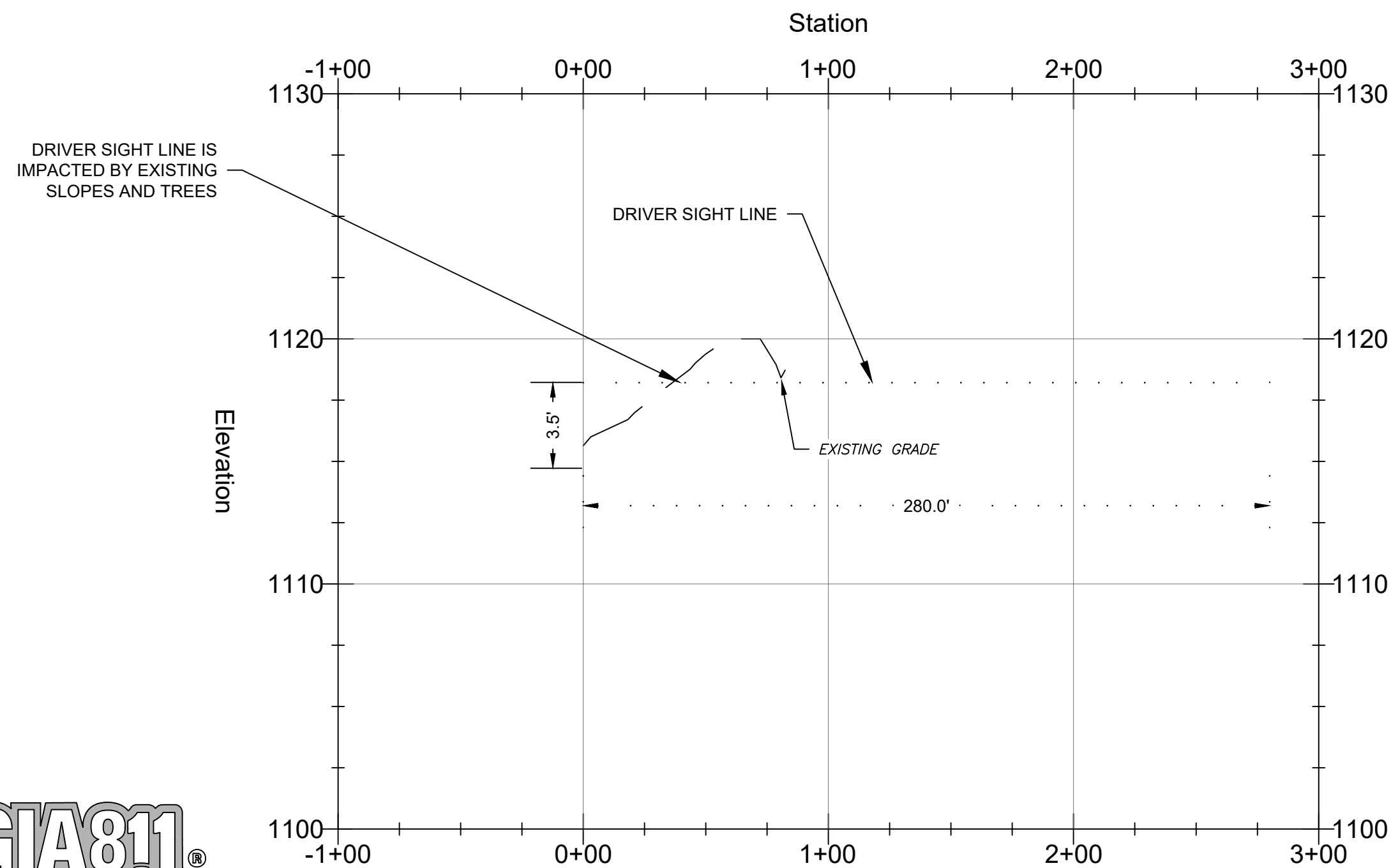
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PROJECT: 25-040

SHEET: C 402

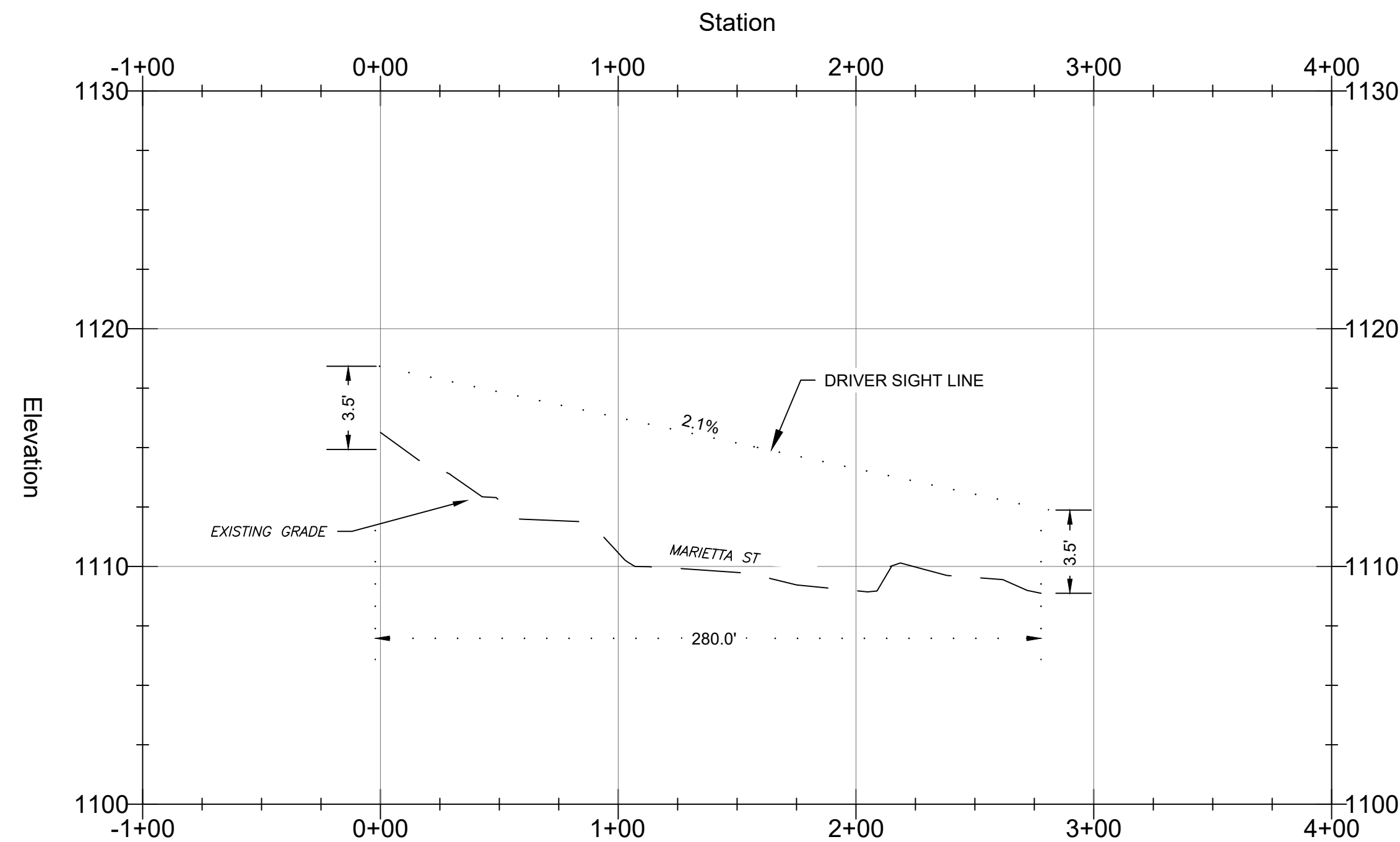
C:\USERS\BLAKE\ONSITE DROPBOX\PROJECTS\2025\25-040 MADEWELL 204 MARIETTA STREET\DWG\9-26-25 MARIETTA ST REZONING PLANDWG PLOTTED ON 11/3/2025 3:21 PM BY BLAKE WATSON



RIGHT TURN SIGHT DISTANCE LOT 2 PROFILE



LEFT TURN SIGHT DISTANCE LOT 2 PROFILE



24 HOUR CONTACT:
TORI YOUNG
678-878-9791

ON SITE

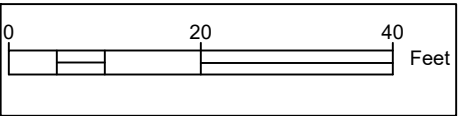
CIVIL GROUP

980 BIRMINGHAM RD, SUITE 600-340, MILTON, GA 30004
PHONE: 678-612-7777
WWW.ONSITECIVIL.COM
INFO@ONSITECIVIL.COM

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GEORGIA REGISTERED PROFESSIONAL ENGINEER
No. 28438
W. J. AMJOHN
11-3-2025

REVISIONS		
No.	DATE	DESCRIPTION



CLIENT:
MADEWELL HOMES

INDIVIDUAL LOT PLAN
204 MARIETTA ST
ALPHARETTA, GA

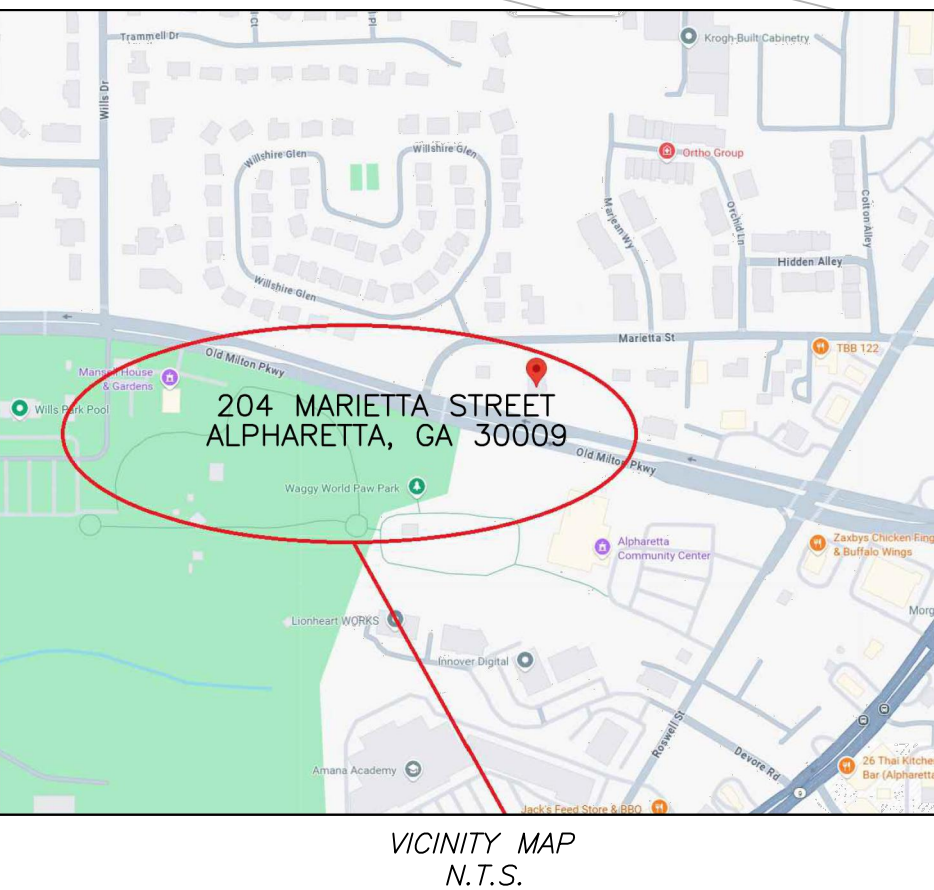
LOT 2 ISD PLAN
AND PROFILES

DATE: NOVEMBER 3, 2025
PROJECT: 25-040

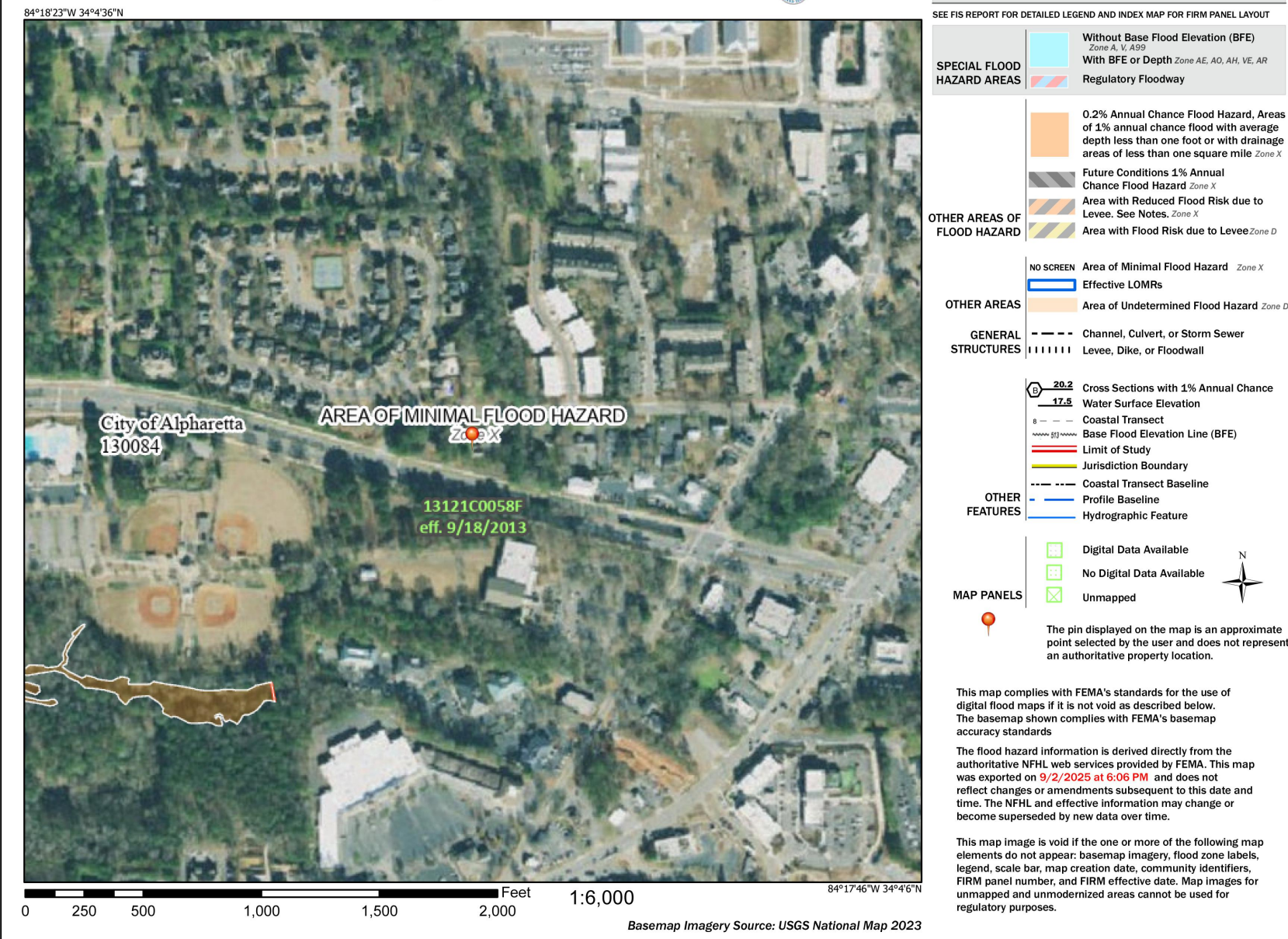
SHEET: C 403

G:\USERS\CAVALI\ON SITE DROPTBOX\PROJECTS\2025\25-040 MADEWELL 204 MARIETTA STREET\DWG\12-05-25 MARIETTA ST REZONING PLANDWG PLOTTED ON 12/5/2025 11:07 AM BY JARRETT SEMBEIL

LEGEND	
PROPERTY LINE	---
PROPOSED PROPERTY LINE	---
EXISTING SETBACK	---
PROPOSED SETBACK	---
EXISTING BUFFER	---
PROPOSED BUFFER	---
PROPOSED LANDSCAPE STRIP	---
EXISTING BUILDING	---
PROPOSED BUILDING	---
STORMWATER MANAGEMENT FACILITY	---
CONCRETE AREA	---



National Flood Hazard Layer FIRMette



NOTE:
ACCESS EASEMENT SHALL BE GRANTED TO
THE CITY FOR THE PROPOSED SIDEWALK.

SITE CALCULATIONS:

LOT 1:
SITE AREA: 24,702 SF (0.57 ACRES)
MAXIMUM PRINCIPAL BUILDING AREA: 6,175 SF (25%)
MAXIMUM IMPERVIOUS AREA: 12,351 SF (50%)
PRINCIPLE BUILDING AREA PROPOSED: 5,792 (23%)
IMPERVIOUS AREA PROPOSED: 8,617 (35%)
LOT 2:
SITE AREA: 26,631 SF (0.61 ACRES)
MAXIMUM PRINCIPAL BUILDING AREA: 6,658 SF (25%)
MAXIMUM IMPERVIOUS AREA: 13,315 SF (50%)
PRINCIPLE BUILDING AREA PROPOSED: 6,388 (25%)
IMPERVIOUS AREA PROPOSED: 13,315 (50%)

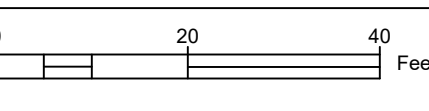
ZONING CONDITIONS		
ITEM	EXISTING	PROPOSED
ZONING	OP	DT-R
FRONT BUILDING SETBACK	50'	30'
SIDE BUILDING SETBACK	15'	0' MIN (10' BETWEEN STRUCTURES)
REAR BUILDING SETBACK	15'	10'
FRONT LANDSCAPE STRIP	10'	10'



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PART WITHOUT THE EXPRESS
WRITTEN PERMISSION OF
ONSITE CIVIL GROUP, LLC.



REVISIONS		
No.	DATE	DESCRIPTION



CLIENT:
MADEWELL HOMES
HOLMES HAWKINS
404-578-8100

REZONING PLAN
204 MARIETTA ST
ALPHARETTA, GA
PARCEL ID: 12 258306940031

SITE PLAN

DATE: DECEMBER 5, 2025
PROJECT: 25-040

SHEET: C 401

24 HOUR CONTACT:
TORI YOUNG
678-878-9791

Community Zoning Information Meeting (CZIM)

November 12, 2025

Please sign-in and leave your comments and/or concerns.

Z-25-16 / Madewell/204 Marietta Street

NAME	ADDRESS	COMMENTS
Paula Wright	1845 No. Creek Cir. Alpha.	
Carle Shan	2610 Traywick Chase Alpha.	Please try to maintain Alpharetta's tree canopy - that's a concern.

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: Z-25-16 Madewell Homes/204 Marietta St.

Contact Name: Tori Young Telephone: 678-878-9701

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

No specific concerns were raised. One person who attended the CZIM meeting expressed a general desire to maintain the tree canopy within the City of Alpharetta.

Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other <i>(Please Specify)</i> _____ |

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: Tori Young

Date: 11/13/25

Print Form

October 20, 2025

[Your Name]
[Your Address]
[City, State Zip]

RE: Z-25-16 Madewell/204 Marietta Street

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a rezoning to allow a 1.18-acre property to be subdivided into 2 'For-Sale' single-family detached lots in the Downtown. A rezoning is requested from O-P (Office-Professional) to DT-R (Downtown Residential). The property is located at 204 Marietta Street and is legally described as being located in Land Lots 694 & 1270, 1st District, 2nd Section, Fulton County, Georgia .

The Community Zoning Information Meeting (CZIM) will be held on **Wednesday, November 12 2025, at 6:00 PM** in the Community Room in Alpharetta City Hall across from the Council Chambers. Alpharetta City Hall is Located at 2 Park Plaza, Alpharetta, GA, 30009. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

The item will be considered by the Planning Commission on **Thursday, December 4, 2025 at 6:30 PM.** and **City Council on Monday, December 15, at 6:30 PM.** The meetings will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at tori@madewell.homes and/or (678) 878-9791.

Sincerely,

Tori Young

172 MARIETTA ST LLC
172 MARIETTA ST
ALPHARETTA GA 30009-1534

A & A CHAPMAN HOLDING LLC
1218 BASNETT DR
ALPHARETTA GA 30004-0882

ALIMUDDIN LINARSO & MUI NGA LAI
1840 WILLSHIRE GLN
ALPHARETTA GA 30009

ALPHARETTA BEACH HOUSE LLC
131 ROSWELL ST # B201
ALPHARETTA GA 30009

ANDERSON RICK
265 MARJEAN WAY
ALPHARETTA GA 30009

ARTHUR L ABBEY & BARBARA L
LIVING TRUST THE
260 MARJEAN WAY
ALPHARETTA GA 30009

BEHAR JOSHUA & ORLY
5761 LONG GROVE DR
ATLANTA GA 30328

BERG JOHANN
4951 MARK JOHN WAY
CUMMING GA 30040

BHIMANI NIRAV & BHIMANI DINTA N
2000 WILLSHIRE GLN
ALPHARETTA GA 30009

BOONE RICHARD A JR & GRETCHEN M
285 MARJEAN WAY
ALPHARETTA GA 30009

BRADY FERGAL & BRADY AUDREY M
511 VERANDA CT
ALPHARETTA GA 30009

BRUGNOLI ANDREW & CATHERINE A
12012 ORCHID LANE
ALPHARETTA GA 30009

BUONOCORE JENNIFER
12005 ORCHID LANE
ALPHARETTA GA 30009

BURGDORF GRANT CHRISTIAN
& DIAZ VIDAL NATASHA
2105 WILLSHIRE GLN
ALPHARETTA GA 30009

DANIELL REALTY HOLDINGS LLC
370 WINN PARK CT
ROSWELL GA 30075

DEMETRIOU CLINTON A
& DEMETRIOU JOY D
12024 ORCHID LANE
ALPHARETTA GA 30009

ELIZABETH DISTEL KEITH
REVOCABLE TRUST THE
300 MARJEAN WAY
ALPHARETTA GA 30009

FAY JAMES PATRICK & ELLEN TEDESCO
310 MARJEAN WAY
ALPHARETTA GA 30009

FOWLER SAMUEL WREN
12004 ORCHID LN
ALPHARETTA GA 30009

FOX LYDIA
12022 ORCHID LN
ALPHARETTA GA 30004

GEER WALTER I III
210 MARJEAN WAY
ALPHARETTA GA 30009

GILKEY SCOTT & ALICIA
2095 WILLSHIRE GLEN
ALPHARETTA GA 30004

GOODYEAR MARION DAN & TERESA O
245 MARJEAN WAY
ALPHARETTA GA 30009

GUILLORY GROUP HOLDINGS LLC
3180 N POINT PKWY STE 301
ALPHARETTA GA 30005

HANJI SANJAY& HANJI
2055 WILSHIRE GLEN
ALPHARETTA GA 30004

HARRIS JEFFREY ROBERT & MARY S
240 MARJEAN WAY
ALPHARETTA GA 30009

HELLRIEGEL JOHN EDWARD
& JUDITH TOWER
290 MARJEAN WAY
ALPHARETTA GA 30009

HICKS MARJORIE LYNNE
12007 ORCHID LN
ALPHARETTA GA 30004

HILL BRIAN F & BARBARA I
225 MARJEAN WAY
ALPHARETTA GA 30009

HOLLEY WILLIAM & PHYLLIS
250 MARJEAN WAY
ALPHARETTA GA 30009

HOLMES LAUREN L & MARK J
13900 HAGOOD RD
ALPHARETTA GA 30004

JOHNSTON DOUGLAS S
330 MARJEAN WAY
ALPHARETTA GA 30009

KEITH E LINCH REVOCABLE TRUST THE
270 MARJEAN WAY
ALPHARETTA GA 30009

KNE WILLSHIRE GLEN LLC
12697 LECOMA TRC
ALPHARETTA GA 30004

KOBIR MONWARUL M &
PARVIN SHAHANARA
2020 WILSHIRE GLN
ALPHARETTA GA 30009

KOVALEV ANDREY &
KAVALIOVA MARYIA
12003 ORCHID LANE
ALPHARETTA GA 30009

KRISHNAMURTHY EASWARAN &
EASWARAN SRIKRUPA
1990 WILSHIRE GLN
ALPHARETTA GA 30004

KRITEMAN LEWIS S & LAURA H
280 MARJEAN WAY
ALPHARETTA GA 30009

LANDRY CHRISTINA KAY
205 MARJEAN WAY
ALPHARETTA GA 30009

MC MANES ALBERT S JR & LORI
255 MARJEAN WAY
ALPHARETTA GA 30009

MC SWEENEY STEPHEN D
2030 WILLSHIRE GLEN
ALPHARETTA GA 30004

MICHAEL & DEBRA KOPEC
JOINT REVOCABLE TRUST THE
295 MARJEAN WAY
ALPHARETTA GA 30009

MOSS LESLIE W
214 MARIETTA ST
ALPHARETTA GA 30004

NGUYEN NATHANIEL & DINH CHRISTINA
2060 WILLSHIRE GLEN
ALPHARETTA GA 30004

NIMMO JOHN & SALLY
1860 WILLSHIRE GLEN
ALPHARETTA GA 30004

NLB REAL ESTATE HOLDINGS LLC
11340 LAKEFIELD DR STE 200
DULUTH GA 30097

ONE NINE ONE ROSWELL STREET LLC
3105 SALISBURY DR
ALPHARETTA GA 30004

PATEL SHAILESHKUMAR &
DAYALJI PATEL MNESHA
2100 WILLSHIRE GLN
ALPHARETTA GA 30009

PAUL DAVID A & AMY L
12020 ORCHID LN
ALPHARETTA GA 30009-7989

PEREIRA ROBERTO F &
ROSA MAGDA DE FARIAS
220 MARJEAN WAY
ALPHARETTA GA 30009

PROVIDENCE PARTNERS GROUP LLC
204 MARIETTA ST
ALPHARETTA GA 30004

RATTARY DEBRA ANN
12002 ORCHID LANE
ALPHARETTA GA 30009

REED LANCE PATRICK &
REED KIMBERLY SCHMITZ
230 MARJEAN WAY
ALPHARETTA GA 30009-7980

RONDONE STEVEN & TERESA ANN
2085 WILLSHIRE GLN
ALPHARETTA GA 30009

RULAND MICHAEL & ELISA STEVENSON
320 MARJEAN WAY
ALPHARETTA GA 30009

SALVANHA JETHER
2065 WILLSHIRE GLN
ALPHARETTA GA 30009

SANCHEZ HECTOR & TUYMER ANTIA V
2010 WILLSHIRE GLN
ALPHARETTA GA 30004

SANDER ANN P
12008 ORCHID LN
ALPHARETTA GA 30009

SAWANT PRASHANT VASANT
SAWANT ASHWINI P
2070 WILLSHIRE GLEN
ALPHARETTA GA 30004

SCHNEIDER TERESA L
12048 ORCHID LANE
ALPHARETTA GA 30009

SHRIVASTAVA ASHWINI
& SAHAY ALKA
2080 WILLSHIRE GLEN
ALPHARETTA GA 30004

SIEGEL FAMILY REVOCABLE TRUST THE
275 MARJEAN WAY
ALPHARETTA GA 30009

SINGH PRIYA R & SHWETA KUMARI
2040 WILLSHIRE GLEN
ALPHARETTA GA 30004

SMITH WILLINGHAM III
& SMITH IRENE
305 MARJEAN WAY
ALPHARETTA GA 30009

SPIEGEL AMY SUE
6 SANDY HOOD RD N
SARASOTA FL 34242

THE LIONHEART SCHOOL INC
225 ROSWELL ST
ALPHARETTA GA 30009-1933

TKB2 PROPERTIES LLC
125 N CHRISTOPHERS RUN
ALPHARETTA GA 30004

VANSANT ROBERT SCOTT & STACEY O
215 MARJEAN WAY
ALPHARETTA GA 30009

VICTORIA SQUARE TOWNHOME
ASSOCIATION INC
7380 MCGINNIS FERRY RD STE 200
SUWANEE GA 30024

VICTORIA SQUARE TOWNHOME
ASSOCIATION INC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

VON NORDHEIM LIVING TRUST THE
1850 WILLSHIRE GLN
ALPHARETTA GA 30009

WALDORF WILLIAM
12006 ORCHID LANE
ALPHARETTA GA 30009

WANDRICK GREGORY A &
DEVOUS DANIELLE J
1855 WILLSHIRE GLEN
ALPHARETTA GA 30004

WEXLER ANDREW J & KOURTNEY H
182 MARIETTA ST
ALPHARETTA GA 30009

WILLS COMMONS HOMOWNERS ASSOC INC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

WINDSONG TOWNHOME
COMMUNITY ASSN INC
1418 DRESDEN DR STE 200
ATLANTA GA 30319

WONG HANSON & KATTI
2090 WILLSHIRE GLN
ALPHARETTA GA 30004

YOUNG DEER PROPERTIES LLC
2140 CLAY DR
SANDY SPRINGS GA 30350-3604

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: Z-25-16 Madewell 204

Marietta St

PH #: _____

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: Tori Young / Madewell Homes Telephone: (678) 878-9791

Address: 18 Cumming St. Suite: _____

City: Alpharetta State: GA Zip: 30009 Fax: _____

Mobile Tel: (678) 878-9791 Email: tori@madewell.homes

Subject Property Information:

Address: 204 Marietta St. Current Zoning: O-P

District: 01 Section: 2 Land Lot: 0694 Parcel ID: 12 258306940031

Proposed Zoning: DT-R Current Use: Office

This Application For *(Check All That Apply):*

- | | | |
|--|--|---|
| ☐ Conditional Use | ☐ Master Plan Amendment | ☐ Comprehensive Plan Amendment |
| ☒ Rezoning | ☐ Master Plan Review | |
| ☐ Variance | ☐ Public Hearing | |
| ☐ Exception | ☐ Other <i>(Specify):</i> _____ | |

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

The proposed use of the property would be to split the approximate 2 acre lot into two approximate 1 acre lots and build a single family custom home on each lot.

Applicant's Request (Please itemize the proposal):

We are requesting you approve the following:

- 1- Rezoning of the property from O-P to DT-R.
- 2- Approval to divide the parcel into two lots.

Applicant's Intent *(Please describe what the proposal would facilitate).*

Our intent is to rezone the property from O-P to DT-R, divide the parcel into two lots and construct a custom detached single family home on each of the two lots.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Phil Christian

Telephone: 678 234 9926

Address: 204 Marietta St.

Suite: _____

City: Alpharetta

State: GA

Zip: 30009

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☒ Rezoning | ☐ Conditional Use |
| ☐ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Tori Young / Madewell Homes

Telephone: (678) 878-9791

Address: _____

Suite: _____

City: Alpharetta

State: GA

Zip: 30009

So Sworn and Attested:

Owner Signature: _____

Date: 9/2/25

Notary:

Notary Signature: _____

Date: 9-2-25



DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: Tori Young / Madewell Homes

Subject Public Hearing Case: 204 Marietta St. Rezoning

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution as been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: n/a Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature: Tori Young

Date: 9/2/25

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The adjacent parcel to the east at 182 Marietta was recently rezoned from C-2 to DT-R and a single family home is currently being built. The properties to the north are zoned R-8A and developed with residential uses (townhomes and single family detached).

How will this proposal affect the use and value of the surrounding properties?

Rezoning this property will change the use of the property from office to residential, but will not diminish the value of the surrounding properties.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

There is limited demand for new office space in the downtown overlay district but there is substantial demand for new residential housing.

What would be the increase to population and traffic if the proposal were approved?

Rezoning of the parcel from O-P to DT-R would not increase the population or traffic.

What would be the impact to schools and utilities if the proposal were approved?

The proposed rezoning would have a very minimal impact to schools and utilities since only two single family homes will be built on the parcel.

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

The proposed rezoning will meet the criteria of Alpharetta's Comprehensive Plan and the future land use. The subject property is located in the Downtown Overlay, which includes opportunities for properties to develop under the Downtown zoning districts. The future land use of the property allows for single use development, residential and commercial and mixed-use development.

Are there existing or changing conditions which affect the development of the property and support the proposed request?

Rezoning the parcel from O-P to DT-R will help support the unmet demand for housing in the downtown corridor.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: Madewell Homes - 204 Marietta St.

Contact Name: Tori Young Telephone: (678) 878-9791

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

see attached list.

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

☒

Letter

☐

Personal Visits

☐

Telephone

☐

Group Meeting

☐

Email

☐

Other *(Please Specify)*

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

PURE TAQUERIA LLC
103 ROSWELL ST
ALPHARETTA GA 30009

122 MARIETTA STREET LLC
119 ROSWELL ST
ALPHARETTA GA 30009

RATTARY DEBRA ANN
12002 ORCHID LANE
ALPHARETTA GA 30009

KOVALEV ANDREY &
KAVALIOVA MARYIA
12003 ORCHID LANE
ALPHARETTA GA 30009

FOWLER SAMUEL WREN
12004 ORCHID LN
ALPHARETTA GA 30009

BUONOCORE JENNIFER
12005 ORCHID LANE
ALPHARETTA GA 30009

WALDORF WILLIAM
12006 ORCHID LANE
ALPHARETTA GA 30009

HICKS MARJORIE LYNNE
12007 ORCHID LN
ALPHARETTA GA 30004

SANDER ANN P
12008 ORCHID LN
ALPHARETTA GA 30009

CIACCIA LOUIS & MARYANNE
12009 ORCHID LANE
ALPHARETTA GA 30009

CARTER JOHN HARRISON III
12011 ORCHID LN
ALPHARETTA GA 30009

BRUGNOLI ANDREW & CATHERINE A
12012 ORCHID LANE
ALPHARETTA GA 30009

PAUL DAVID A & AMY L
12020 ORCHID LN
ALPHARETTA GA 30009-7989

FRIEL TODD & FRIEL SUSAN
12021 ORCHID LANE
ALPHARETTA GA 30009

FOX LYDIA
12022 ORCHID LN
ALPHARETTA GA 30004

PRANA VIDA LLC
12023 ORCHID LANE
ALPHARETTA GA 30009

DEMETRIOU CLINTON A
& DEMETRIOU JOY D
12024 ORCHID LANE
ALPHARETTA GA 30009

WATSON DAVID E & HAMLIN MARK S
12025 ORCHID LN
ALPHARETTA GA 30004

MICHAEL J REINHARDT TRUST THE
12026 ORCHID LANE
ALPHARETTA GA 30009

BALSANO DEBORAH
12028 ORCHID LANE
ALPHARETTA GA 30009

MANTHEY CATHERINE J
12032 ORCHID LN
ALPHARETTA GA 30009

BARRANCA JOHN P & BARRANCA LISA A
12034 ORCHID LANE
ALPHARETTA GA 30009

GANT STEPHEN
12036 ORCHID LANE
ALPHARETTA GA 30009

PEYSER TED & PEYSER TERESA
12038 ORCHID LN
ALPHARETTA GA 30009

PARK JOAN H
12040 ORCHID LN
ALPHARETTA GA 30009

SAUNDERS JEREMIE A
SAUNDERS MARCELLA M
12042 ORCHID LN
ALPHARETTA GA 30009-7989

CLARK LOUISE
12044 ORCHID LANE
ALPHARETTA GA 30009

SOLOMONSON SHELLY &
SOLOMONSON ANDREW L
12046 ORCHID LN
ALPHARETTA GA 30009

SCHNEIDER TERESA L
12048 ORCHID LANE
ALPHARETTA GA 30009

A & A CHAPMAN HOLDING LLC
1218 BASNETT DR
ALPHARETTA GA 30004-0882

TKB2 PROPERTIES LLC
125 N CHRISTOPHERS RUN
ALPHARETTA GA 30004

KNE WILLSHIRE GLEN LLC
12697 LECOMA TRC
ALPHARETTA GA 30004

SEDG INVESTMENTS LLC
13050 BETHANY RD
ALPHARETTA GA 30009

ALPHARETTA BEACH HOUSE LLC
131 ROSWELL ST # B201
ALPHARETTA GA 30009

HOLMES LAUREN L & MARK J
13900 HAGOOD RD
ALPHARETTA GA 30004

WINDSONG TOWNHOME
COMMUNITY ASSN INC
1418 DRESDEN DR STE 200
ATLANTA GA 30319

172 MARIETTA ST LLC
172 MARIETTA ST
ALPHARETTA GA 30009-1534

WEXLER ANDREW J & KOURTNEY H
182 MARIETTA ST
ALPHARETTA GA 30009

CITY OF ALPHARETTA
2 PARK PLAZA
ALPHARETTA GA 30009

VANCE DAVID A
2000 HIDDEN ALLEY
ALPHARETTA GA 30009-7986

TAYLOR LOURIE
2002 HIDDEN ALY
ALPHARETTA GA 30009

GRANGER STUART A
2006 HIDDEN ALY
ALPHARETTA GA 30009

BOOTHE JOHN D & CLARE F
2007 HIDDEN ALY
ALPHARETTA GA 30009

EDGE JULIAN D III
2008 HIDDEN ALY
ALPHARETTA GA 30009

MOHAMED M YUSUF M
& KHEDR SHEREEN M
2009 HIDDEN ALLEY
ALPHARETTA GA 30009

YACKEL STEFFANIE
2010 HIDDEN ALY
ALPHARETTA GA 30009

DETHON TRACI L
2011 HIDDEN ALY
ALPHARETTA GA 30009

MINICHELLO DONALD & MARILYN
2012 HIDDEN ALLEY
ALPHARETTA GA 30004

RUDD NICOLE M
2013 HIDDEN ALY
ALPHARETTA GA 30009

THOMSON KENNETH JAMES
& TAMATHA REA
2014 HIDDEN ALY
ALPHARETTA GA 30009

BONIFACE DORY ANNA
2015 HIDDEN ALY
ALPHARETTA GA 30009

JONES WILLIAM W
& JONES DEBORAH J
2016 HIDDEN ALY
ALPHARETTA GA 30009

TAYLOR TRACE S
& TAYLOR FRANCENE H
2017 HIDDEN ALY
ALPHARETTA GA 30009

PROVIDENCE PARTNERS GROUP LLC
204 MARIETTA ST
ALPHARETTA GA 30004

LANDRY CHRISTINA KAY
205 MARJEAN WAY
ALPHARETTA GA 30009

HANJI SANJAY & HANJI
2055 WILSHIRE GLEN
ALPHARETTA GA 30004

NGUYEN NATHANIEL & DINH CHRISTINA
2060 WILLSHIRE GLEN
ALPHARETTA GA 30004

SALVANHA JETHER
2065 WILLSHIRE GLN
ALPHARETTA GA 30009

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SAWANT ASHWINI P
2070 WILLSHIRE GLEN
ALPHARETTA GA 30004

SHRIVASTAVA ASHWINI & SAHAY ALKA
2080 WILLSHIRE GLEN
ALPHARETTA GA 30004

RONDONE STEVEN & TERESA ANN
2085 WILLSHIRE GLN
ALPHARETTA GA 30009

WONG HANSON & KATTI
2090 WILLSHIRE GLN
ALPHARETTA GA 30004

GILKEY SCOTT & ALICIA
2095 WILLSHIRE GLEN
ALPHARETTA GA 30004

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210 MARJEAN WAY
ALPHARETTA GA 30009

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DAYALJI PATEL MNESHA
2100 WILLSHIRE GLN
ALPHARETTA GA 30009

BURGDORF GRANT CHRISTIAN
& DIAZ VIDAL NATASHA
2105 WILLSHIRE GLN
ALPHARETTA GA 30009

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214 MARIETTA ST
ALPHARETTA GA 30004

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& STACEY O
215 MARJEAN WAY
ALPHARETTA GA 30009

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ROSA MAGDA DE FARIAS
220 MARJEAN WAY
ALPHARETTA GA 30009

HILL BRIAN F & BARBARA I
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REED LANCE PATRICK &
REED KIMBERLY SCHMITZ
230 MARJEAN WAY
ALPHARETTA GA 30009-7980

HARRIS JEFFREY ROBERT & MARY S
240 MARJEAN WAY
ALPHARETTA GA 30009

GOODYEAR MARION DAN & TERESA O
245 MARJEAN WAY
ALPHARETTA GA 30009

HOLLEY WILLIAM & PHYLLIS
250 MARJEAN WAY
ALPHARETTA GA 30009

MC MANES ALBERT S JR & LORI
255 MARJEAN WAY
ALPHARETTA GA 30009

ARTHUR L ABBEY & BARBARA L
LIVING TRUST THE
260 MARJEAN WAY
ALPHARETTA GA 30009

ANDERSON RICK
265 MARJEAN WAY
ALPHARETTA GA 30009

KEITH E LINCH
REVOCABLE TRUST THE
270 MARJEAN WAY
ALPHARETTA GA 30009

SIEGEL FAMILY REVOCABLE TRUST THE
275 MARJEAN WAY
ALPHARETTA GA 30009

KRITEMAN LEWIS S & LAURA H
280 MARJEAN WAY
ALPHARETTA GA 30009

BOONE RICHARD A JR & GRETCHEN M
285 MARJEAN WAY
ALPHARETTA GA 30009

HELLRIEGEL JOHN EDWARD
& JUDITH TOWER
290 MARJEAN WAY
ALPHARETTA GA 30009

MICHAEL & DEBRA KOPEC
JOINT REVOCABLE TRUST THE
295 MARJEAN WAY
ALPHARETTA GA 30009

ELIZABETH DISTEL KEITH
REVOCABLE TRUST THE
300 MARJEAN WAY
ALPHARETTA GA 30009

SMITH WILLINGHAM III
& SMITH IRENE
305 MARJEAN WAY
ALPHARETTA GA 30009

FAY JAMES PATRICK
& ELLEN TEDESCO
310 MARJEAN WAY
ALPHARETTA GA 30009

RULAND MICHAEL & ELISA STEVENSON
320 MARJEAN WAY
ALPHARETTA GA 30009

JOHNSTON DOUGLAS S
330 MARJEAN WAY
ALPHARETTA GA 30009

CEMETERY
3693 STEWART ROAD
ATLANTA GA 30340

BERG JOHANN
4951 MARK JOHN WAY
CUMMING GA 30040

BRADY FERGAL & AUDREY M
511 VERANDA CT
ALPHARETTA GA 30009

SPIEGEL AMY SUE
6 SANDY HOOD RD N
SARASOTA FL 34242

GRACE & JERRY W DAWSON
REVOCABLE LIVING TRUST THE
738 MUSTANG DR
HARTWELL GA 30643

VICTORIA SQUARE
TOWNHOME ASSOCIATION INC
7380 MCGINNIS FERRY RD STE 200
SUWANEE GA 30024

PRP LAND LLC & VICTORIA SQUARE
TOWNHOME ASSN INC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

VICTORIA SQUARE
TOWNHOME ASSOCIATION INC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

WILLS COMMONS
HOMOWNERS ASSOC INC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

September 2, 2025

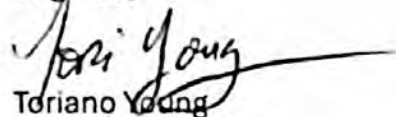
Ms. Kathi Cook
Director of Community Development
City of Alpharetta
287 South Main St.
Alpharetta, GA 30004

Re: Letter of Intent for Rezoning for 204 Marietta St.

Dear Ms. Cook:

On behalf of Madewell Homes, please accept this letter of intent in support of our request to rezone 204 Marietta St. from O-P to DT-R. Our intent is to rezone the property to DT-R, which will match the zoning of the adjacent property at 182 Marietta St., divide the parcel into two lots as detailed in the included site plan, and construct a detached single family home on each of the two lots. Our intent is to construct the homes within the setbacks and other requirements for DT-R zoning without the need for any variances.

Regards,



Toriano Young
Madewell Homes
(678) 878-9791



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

Tax Bill

141 Pryor Street
Atlanta, Georgia 30303
404.613.6100

Property Owner	Parcel Identification	Description	User ID
PROVIDENCE PARTNERS GROUP LLC	12 258306940031	Real Estate	IWR
Tax District: 10 - ALPHARETTA			

Property Address	Account Number	Current Fair Market Value	Current Assessed Value
204 MARIETTA STREET	0681091	454,500	181,800

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

County Sales Tax Credit: \$34.36

Tax Year	Cycle	Principal Amount	Interest	Penalties/ Fees	Paid	Total	Due Date
	County	4,748.62	0.00	0.00	4,748.62	0.00	11/15/2024
	County	4,761.34	0.00	0.00	4,761.34	0.00	11/15/2023
	County	4,783.16	0.00	0.00	4,783.16	0.00	11/15/2022
	County	4,930.06	0.00	0.00	4,930.06	0.00	11/15/2021
	County	5,050.36	0.00	0.00	5,050.36	0.00	11/15/2020
	County	5,090.58	95.97	0.00	5,186.55	0.00	10/15/2019
	County	FIFA TRANSFERRED/SOLD	120.78	5.00	5,270.81	0.00	05/31/2019

Grand Total Due: \$0.00

Mailing Address

PROVIDENCE PARTNERS GROUP LLC
204 MARIETTA ST
ALPHARETTA GA 30004

Property owners with current legal matters, such as bankruptcy or foreclosure, must contact the Tax Commissioner's office at 404.613.6100 for the official balance due on their parcel(s).

To: Community Development, City of Alpharetta

Attn: Brian Borden

Date: September 30th, 2025

The home being designed at Marietta lot 1, contains the following architectural elements from French Eclectic style which is in line with the downtown overlay architectural styles approved by the City of Alpharetta.

French Eclectic Features Present:

- Symmetrical façade with centered entry.
- Two-story, rectangular box form with balanced proportions.
- Side-gabled roof with a steep pitch.
- Dormers evenly spaced across the front roof slope.
- Brick exterior cladding, typical of higher-style Georgian houses.
- Windows arranged in a strict, orderly pattern.
- Arched Entry, emphasizing formality and centrality.

Sincerely,



Diana Bolivar
Registered Architect, NCARB, LEED AP BD+C

Diana Bolivar, NCARB, RA, LEED AP BD+C - 704-622-8895 - d1rchitect@gmail.com <http://dianambolivar.carbonmade.com>



To: Community Development, City of Alpharetta

Attn: Brian Borden

Date: September 30th, 2025

The home being designed at Marietta lot 2, contains the following architectural elements from Federal style which is in line with the downtown overlay architectural styles approved by the City of Alpharetta.

Federal Features Present:

- Symmetrical façades (though some variations exist).
- Elliptical arched entry.
- Delicate ornament (thin moldings, attenuated proportions).
- Side-gabled roof with parapeted end walls.
- Dormers projecting from the roof
- Brick as a primary cladding material.
- Proportionally tall rather than squat windows.
- Overall vertical proportion.

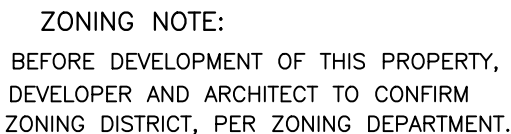
Sincerely,



Diana Bolivar
Registered Architect, NCARB, LEED AP BD+C

Diana Bolivar, NCARB, RA, LEED AP BD+C - 704-622-8895 - d1rchitect@gmail.com <http://dianambolivar.carbonmade.com>





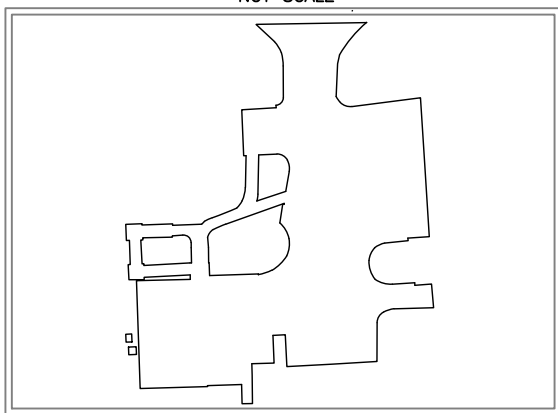
1. STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATION OF UNDERGROUND MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, TELEPHONE, ELECTRIC, WATER AND SEWER, GAS COMPANIES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.
2. THIS PLAT WAS PREPARED TO SHOW THE APPROXIMATE LOCATION OF THE IMPROVEMENTS AND IS NOT RECORDABLE. FENCES SHOULD NOT BE LOCATED USING SIDE DIMENSIONS FROM THE HOUSE. ALL MATTERS OF THE TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHT OF WAY PUBLIC OR PRIVATE.
3. OWNER HAS HAD AN INVESTIGATION CONDUCTED FOR RECORD RECORDED AND NOT RECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT, EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED. PROPERTY OWNER OR PERSON ORDERING THE SURVEY IS RESPONSIBLE TO CONTACT CLOSING ATTORNEY OR TITLE COMPANY FOR A FULL TITLE SEARCH AND COMMITMENT INCLUDING ALL THE EXCEPTION.
5. SURVEY LAND EXPRESS, INC. IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ZONING INFORMATION AND INTERPRETATION AS PROVIDED HEREIN. THIS INFORMATION IS OBTAINED USING ON-LINE TELEPHONE CONVERSATION WITH THE ZONING OFFICE AT THE COUNTY OR CITY, ETC. AND CANNOT GUARANTEE ITS ACCURACY. IT IS RECOMMENDED THAT THE CLIENT OR USER OF THIS DATA VERIFY THIS INFORMATION WITH THE ISSUING AUTHORITY.
6. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECERTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS, ENTITY.



LOCATION MAP
NOT SCALE

- APP AS PER PLAT
 APD AS PER DEED
 APP AS PER FIELD
 APZ AS ANGLE IRON FOUND
 BB BOTTOM BANK
 BK BACK OF CURB
 BLK BLOCK
 BLS BUILDING SETBACK LINE
 BRK BRICK
 BSUT BASEMENT
 CBX CABLE BOX
 CBL CABLE
 CB CONCRETE
 CB CATCH BASIN
 CL CENTER LINE
 CHN CHAIN LINK FENCE
 CMP CORRUGATED METAL PIPE
 C.O.A CITY OF ATLANTA
 CO SAILER CLEAN OUT
 CAD CADESTRAL MAP
 CRWL CRAWL SPACE
 CP CALCULATED POINT
 CP CARPORT
 (D) DEED
 DE DEBRANE EASEMENT
 D DRAINAGE IN
 DWM DRAINAGE DEPARTMENT OF WATERSHED
 MANAGEMENT
 EB ELECTRIC POWER BOX
 EF ELECTRIC FIELD
 EP EDGE OF PAVEMENT
 F FIELD
 FC FACE OF CURB
 FDC FIRE DEPARTMENT
 CONNECTION
 FH FIRE HYDRANT
 FR FRAME
 GL GAS LINE
 GM GAS METER
 GV GAS VALVE
 GUY GUY WIRE
 HDW HEAD WALL
 HW HARDWOOD TREE
 IP IRON PIN
 IPF IRON PIN FOUND
 IRP IRON PIN SET
 IRI IRRIGATION VALVE
 IVM IRRIGATION VALVE
 JUNCTION BOX
 LLL LAND LOT LINE
 MAG MAGNETIC READING IP
 MGN MAGNOLIA TREE
 M HAN MOUNTAIN
 MTF METAL FENCE
 N 'N'ORS
 OH OVERHANG
 OTH OUT TOP PIPE FOUND
 P PORCH
 (P) PLAT
 PL PROPERTY CORNER
 PL PROPERTY LINE
 PN PINE TREE
 POB POINT OF BEGINNING
 POI POINT OF COMMENCING
 PP POWER POLE
 PW POWER LINE
 R RECORD
 PVC POLYVINYL CHLORIDE PIPE
 ROD IRON ROD FOUND
 RSP RAIL SPIKE FOUND
 RSP RAIL SPIKE FOUND
 RBS REINFORCING BAR SET
 RCP REINFORCED CONCP. PIPE
 S SIGN
 S/W RIGHT-OF-WAY SIGN
 SS SANITARY SEWER LINE
 SSE SANITARY SEWER EASEMENT
 SPP SIDEWALK PORCH
 SW SIDEWALK
 TB TOP OF BANK
 TRP TRAFFIC POLE
 UE UTILITY EASEMENT
 W WOOD
 WDK WOOD DECK
 WL WATER LINE
 WM WATER METER
 WRF WIRE FENCE
 WW WATER WALKER
 WWT WET WEATHER
 WITH/ W/TH
 Y YARD INLET

EXISTING LOT COVERAGE DETAIL

TORI YOUNG

A circular professional seal for Eugene A. Stepanov, a Registered Professional Surveyor in the State of Georgia. The seal features the text "GEORGIA REGISTERED" at the top, "PROFESSIONAL" in the center, and "EUGENE A. STEPANOV" at the bottom. The number "No. 31972" is stamped over the center. The seal is signed with a cursive signature across it.

THIS SURVEY PLAT OF EXISTING CONDITIONS ON THE PROPERTY MUST BE USED AS A SINGLE STAND ALONE DOCUMENT, CAN NOT BE SCANNED AND ALTERED, CROPPED OUT COPY/PASTE OR MODIFIED WITH SURVEY LAND EXPRESS TITLE BLOCK, SURVEYOR'S STAMP AND SIGNATURE. THIS SURVEY PLAT CAN BE ONLY USED AS A REFERENCE TO THE SURVEYOR'S RECORDS FOR DEVELOPMENT PROJECTS AND SITEPLANS AND CAN NOT BE INSERTED WITH SURVEY LAND EXPRESS TITLE BLOCK, SURVEYOR'S STAMP AND SIGNATURE TO SOME OTHER DEVELOPMENT PROJECTS PREPARED BY ANY OTHER PARTY WITHOUT WRITTEN APPROVAL OF THE ORIGINAL BLUE INK SIGNATURE OF THE SURVEYOR OF RECORD.

TOTAL LAND AREA
51,333.00 SF / 1.178 AC

ALLOWABLE IMPERVIOUS AREA
35,933.10 SF / 0.525 AC / 70%

EXISTING IMPERVIOUS AREA
8,973.07 SF / 0.206 AC / 17.5%

24 LENOX POINTE
ATLANTA, GA 30324
FAX 404-601-0941
TEL 404-252-5747
INFO@SURVEYLANDPRESS.COM

AU
COORD #20251253
DWG #20251253

I HAVE THIS DATE, EXAMINED THE "FIA FLOOD HAZARD MAP" AND FOUND IN MY OPINION REFERENCED PARCEL IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS, WITHOUT AN ELEVATION CERTIFICATION SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGES DUE ITS OPINION FOR SAID PARCEL MAP ID: 13121C0058F EFFECTIVE DATE: 9/18/2013
ZONE: X

THE FLOOD INFORMATION ON THIS PLAT HAS BEEN DETERMINED AFTER REVIEW OF MAPS WHICH ONLY APPROXIMATE THE LOCATION OF THE APPLICABLE FLOOD HAZARD AREA A SECOND OPINION OR COMPREHENSIVE FLOOD EVALUATION STUDY IS SUGGESTED FOR MORE ACCURATE INFORMATION. FOR FURTHER INFORMATION CONTACT THE LOCAL DRAINAGE DEPARTMENT, CORPS OF ENGINEERS AND INSURANCE COMPANY OR AN APPRAISER.

THIS PLAT WAS PREPARED TO SHOW THE APPROXIMATE LOCATION OF THE IMPROVEMENTS AND IS NOT RECORDABLE. FENCES SHOULD NOT BE PLACED USING SIDE DIMENSIONS FROM HOUSE. ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHT-OF-WAY PUBLIC OR PRIVATE.

FUTURE FLOOD DISCLAIMER:

THE FLOOD DATA SHOWN HEREON IS PER FEMA ACTIVE PANEL MAP WITH EFFECTIVE DATE, AS SHOWN. THERE MAY BE FUTURE FLOOD ELEVATION INFORMATION SUBMITTED INTERNALLY BY THE LOCAL GOVERNING MUNICIPALITY IN WHICH THE SUBJECT PROPERTY SITUATES AND THAT INFORMATION MAY NOT BE AVAILABLE TO THE PUBLIC, THEREBY NOT REFLECTED ON THE FLOOD ELEVATION INFORMATION PROVIDED OF THIS SURVEY. WE REQUEST ANY AND ALL FUTURE FLOOD INFORMATION FROM THE APPLICABLE MUNICIPALITIES AND SHOW THAT INFORMATION HEREON WHENEVER POSSIBLE. IT IS THE RESPONSIBILITY OF THE LAND OWNER AND SURVEYOR TO VERIFY THE APPLICABLE FLOOD INFORMATION DURING DEVELOPMENT PHASE, OR OTHER FUTURE USE, BEYOND THE DATE OF THIS SURVEY.

Course	Bearing	Distance
L1	N 13°23'45"E	20.00'
L2	N 76°36'15"W	20.00'
L3	S 13°23'45"W	20.00'

```

)
/PG.401)
/PG.501) # 131
(DB.58060/PG.501)

```

ALPHARETTA BEACH HOUSE LLC
Parcel ID: 12 258506940096

* SYMBOLS *

-  ELECTRIC PANEL/METER
-  WATER METER
-  AIR CONDITIONER
-  GAS METER
-  JUNCTION BOX
-  SANITARY SEWER MANHOLE
-  STORM MANHOLE
-  TRAFFIC/INFO SIGN
-  GAS MARKER
-  LAMP POST
-  METAL POST/PILLAR
-  WATER VALVE
-  HEADWALL
-  STAIRS
-  DRAINAGE INLET
-  FIRE HYDRANT
-  R/W MONUMENT
-  PARKING MONUMENT
-  PARKING STOPS BLOCKS
-  CONCRETE MONUMENT
-  TRAFFIC POLE
-  SINGE POLE
-  BENCHMARK

* LINE INDICATORS

INDICATES SANITARY SEWER LINE

INDICATES POWER LINE

INDICATES WATER LINE

INDICATES GAS LINE

INDICATES FENCE LINE

INDICATES DRAINAGE LINE

BURIED POWER/CABLE LINE

AT&T BURIED LINE

OVERHEAD TRAFFIC/SING STRUCT

ZONING NOTE:
BEFORE DEVELOPMENT OF THIS PROPERTY,
DEVELOPER AND ARCHITECT TO CONFIRM
ZONING DISTRICT, PER ZONING DEPARTMENT.

SURVEY NOTE:
EXISTING CONDITIONS BASED OF A GROUND RUN TOPOGRAPHIC SURVEY PREPARED
BY SURVEY LAND EXPRESS, INC, DATED AUGUST 25, 2025. ONSITE CIVIL GROUP LLC
TAKES NO LIABILITY FOR THE ACCURACY OF THIS SURVEY. CONTRACTORS AND
SUB-CONTRACTORS A RESPONSIBLE FOR VERIFICATION OF FIELD CONDITIONS.

ON SITE

980 BIRMINGHAM RD, SUITE 501-340, MILTON, GA 30004
PHONE: 678-615-3347
WWW.ONSITECIVIL.COM
INFO@ONSITECIVIL.COM

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PART WITHOUT THE EXPRESS
WRITTEN PERMISSION OF
ONSITE CIVIL GROUP, LLC.



REVISIONS		
No.	DATE	DESCRIPTION
-	-	-

CLIENT: MADEWELL HOMES

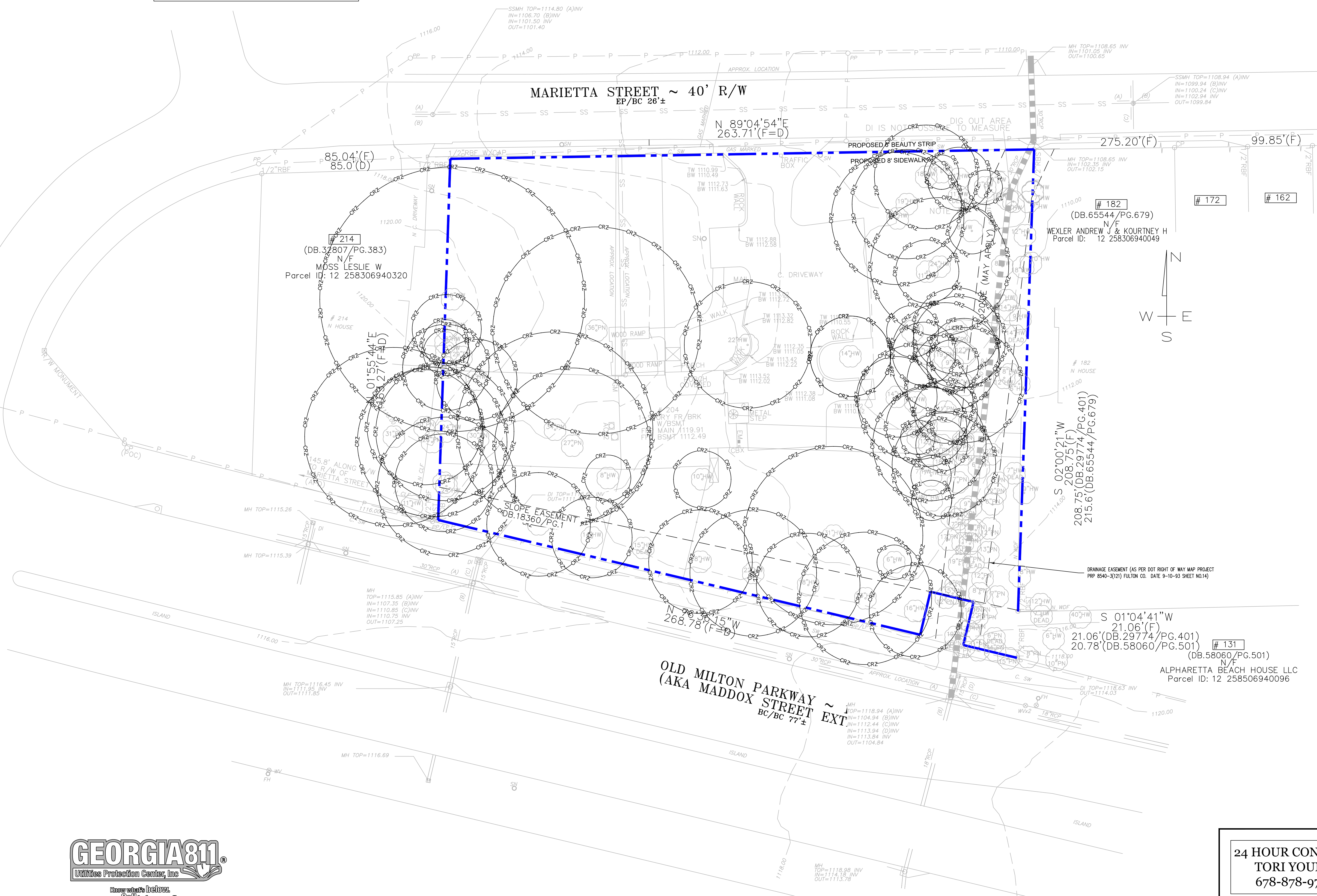
INDIVIDUAL LOT PLAN
204 MARIETTA ST
ALPHARETTA, GA

EXISTING CONDITIONS & TREE INVENTORY

DATE:	SEPTEMBER 2, 2025
PROJECT:	25-040

SHEET: C 301

24 HOUR CONTACT:
TORI YOUNG
678-878-9791



PAGE 2
204 Marietta Street, Alpharetta

Observations:

All observations were visual and made from the ground (Level 2 Assessment). No invasive tests or aerial inspections were performed. No underground inspections were undertaken. The diameters were measured at breast height, 4½ feet above ground (DBH) with a diameter tape. For trees with more than one trunk, diameters are measured at the narrowest point below the split of the trunks (BS). Boundary tree diameters were approximated as no trespassing occurred.

Specimen Trees:

TREE NO.	Tag#	Species	DBH	Condition	NOTE
1	1394	Water Oak	26"	Good	Appears healthy with no issues
2	1396	So. Magnolia	19"	Good	Appears healthy with no issues – Not Specimen size but is a Tree of Quality
3	503	Jap Saucer Magnolia	20" BS	Good	Appears healthy with no issues
4	1397	Water Oak	31"	Fair	Minor dead low limbs
5	1399	Loblolly Pine	33"	Good	Appears healthy with no issues
6	815	Water Oak	24"	Fair	One-sided, phototropism & competition
7	816	Water Oak	24"	Good	Appears healthy with no issues
8	1400	Water Oak	45" BS	Fair	Co-dominant trunks, appears structurally sound, but the union is a weak area
9	1401	Loblolly Pine	35"	Good	Appears healthy with no issues
B1	86	Water Oak	~40 BS	Fair	Co-dominant trunks, appears structurally sound, but the union is a weak area
B2	?	Loblolly Pine	~31"	Good	Appears healthy with no issues

*Boundary trees were not fully assessed or measured as no trespassing occurred.

**The City of Alpharetta Arborist has the final decisions on all qualifications or disqualifications of specimen trees.

***Yellow jacket nest near Tree 8.

Final Notes:

The City of Alpharetta Arborist has the final decisions on all qualifications or disqualifications of specimen trees.

This report serves as an assessment of the specified trees. I certify that all the statements in this letter are true, complete, and correct to the best of my knowledge and belief, and that they are made in good faith. All trees will fail. No arborist can state exactly when, where, or how a tree will fail. Live trees that appear healthy may fail as an "act of God" or with significant weather or environmental conditions that cannot be controlled. All recommendations made in this report are the sole responsibility of the contractors to address, thus assuming any risk associated with not performing such recommendations.

This report was generated by Heidi Rieckermann Harrington, Certified Arborist (ISA #NY-1074A), Certified Forester (SAF #2756), HRH Trees, LLC.

LEGEND	
PROPERTY LINE	---
PROPOSED PROPERTY LINE	---
EXISTING SETBACK	---
PROPOSED SETBACK	---
EXISTING BUFFER	---
PROPOSED BUFFER	---
PROPOSED LANDSCAPE STRIP	---
EXISTING BUILDING	---
PROPOSED BUILDING	---
STORMWATER MANAGEMENT FACILITY	---
CONCRETE AREA	---

PROPERTY IS ZONED O-P, SU
CITY OF ALPHARETTA
BUILDING SETBACK:
FRONT: 50' LOCAL STREET, 65' ALL OTHER STREET
SIDE: 15'
REAR: 15'
MAX IMPERVIOUS AREA 70%
MAX BUILDING HEIGHT 40'

NOTE:
ACCESS EASEMENT SHALL BE GRANTED TO
THE CITY FOR THE PROPOSED SIDEWALK.

SITE CALCULATIONS:

LOT 1:
SITE AREA: 24,702 SF (0.57 ACRES)
MAXIMUM PRINCIPAL BUILDING AREA: 6,175 SF (25%)
MAXIMUM IMPERVIOUS AREA: 12,351 SF (50%)

PRINCIPLE BUILDING AREA PROPOSED: 5,792 (23%)
IMPERVIOUS AREA PROPOSED: 8,617 (35%)

LOT 2:
SITE AREA: 26,631 SF (0.61 ACRES)
MAXIMUM PRINCIPAL BUILDING AREA: 6,658 SF (25%)
MAXIMUM IMPERVIOUS AREA: 13,315 SF (50%)

PRINCIPLE BUILDING AREA PROPOSED: 6,388 (25%)
IMPERVIOUS AREA PROPOSED: 13,315 (50%)

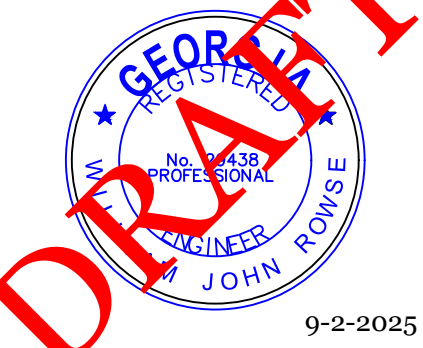
ZONING CONDITIONS		
ITEM	EXISTING	PROPOSED
ZONING	OP	DT-R
FRONT BUILDING SETBACK	50'	10' MIN.
SIDE BUILDING SETBACK	15'	0' MIN (10' BETWEEN STRUCTURES)
REAR BUILDING SETBACK	15'	10'
FRONT LANDSCAPE STRIP	10'	10'

ON SITE

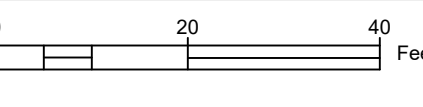
CIVIL GROUP

980 BIRMINGHAM RD, SUITE 201-240, MILTON, GA 30004
PHONE: 678-878-9791
WWW.ONSITECIVIL.COM
INFO@ONSITECIVIL.COM

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REVISIONS		
No.	DATE	DESCRIPTION



CLIENT:
MADEWELL HOMES

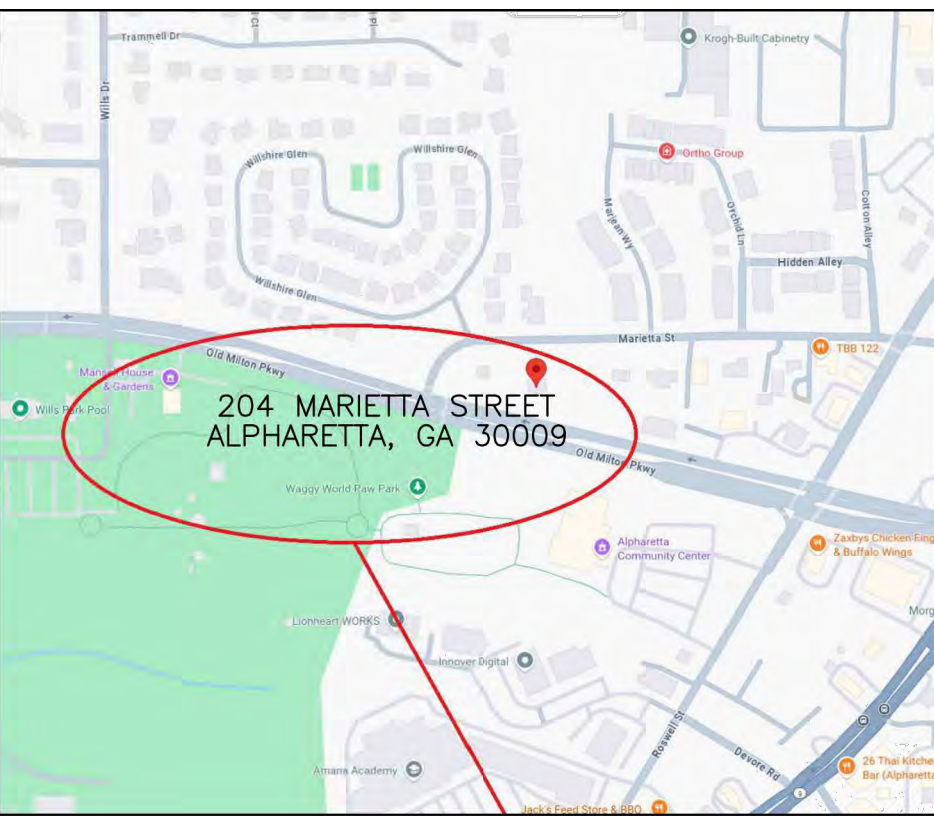
INDIVIDUAL LOT PLAN
204 MARIETTA ST
ALPHARETTA, GA

SITE PLAN

DATE: SEPTEMBER 2, 2025
PROJECT: 25-040

SHEET: C 401

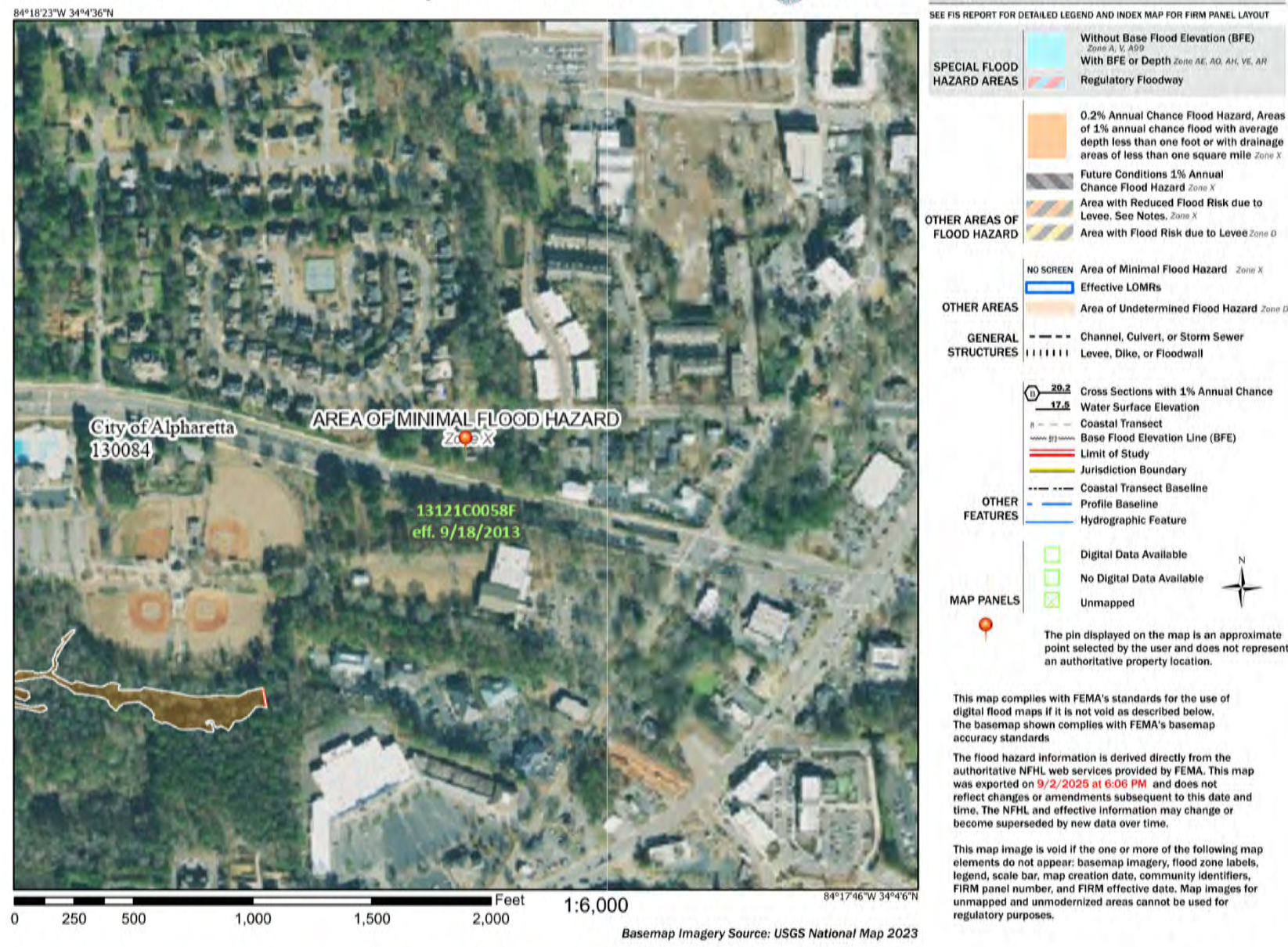
24 HOUR CONTACT:
TORI YOUNG
678-878-9791



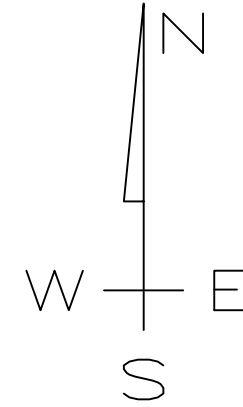
VICINITY MAP
N.T.S.



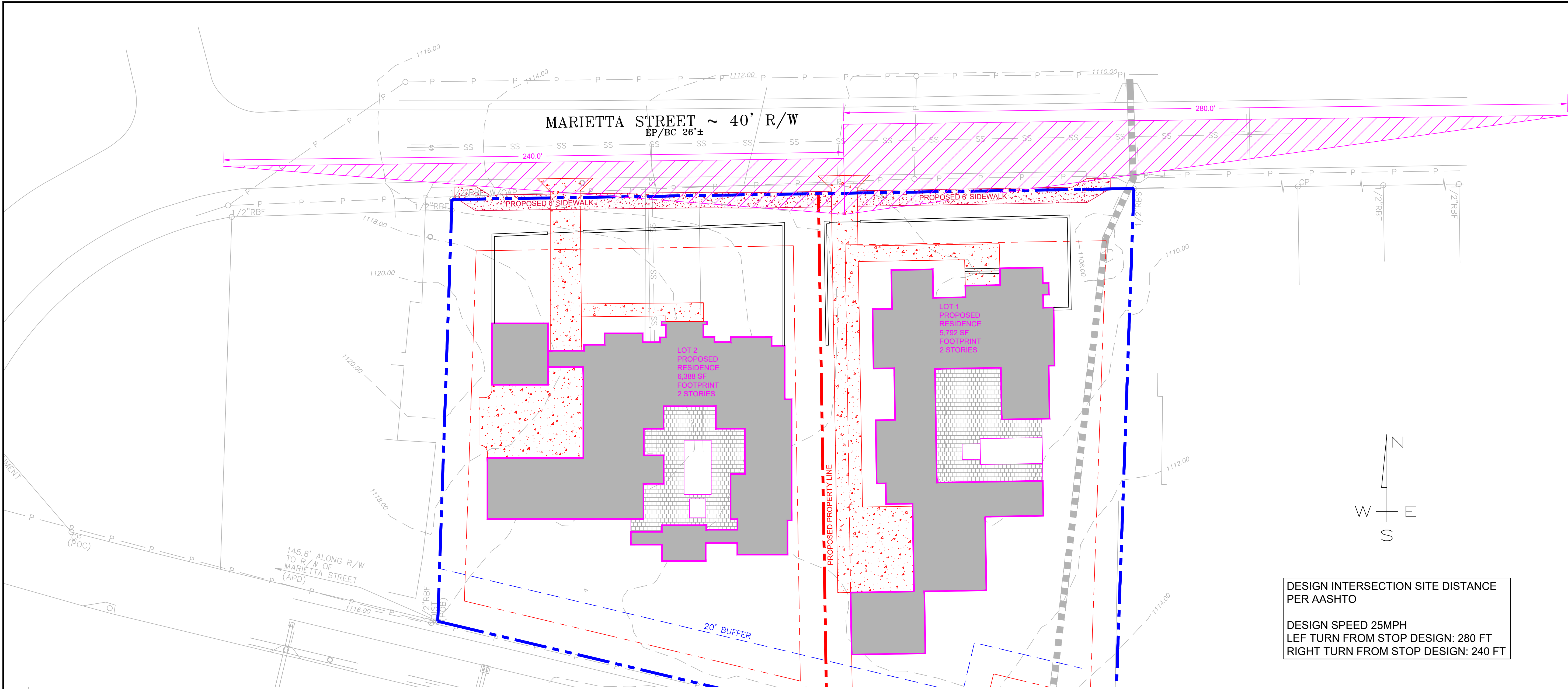
National Flood Hazard Layer FIRMette



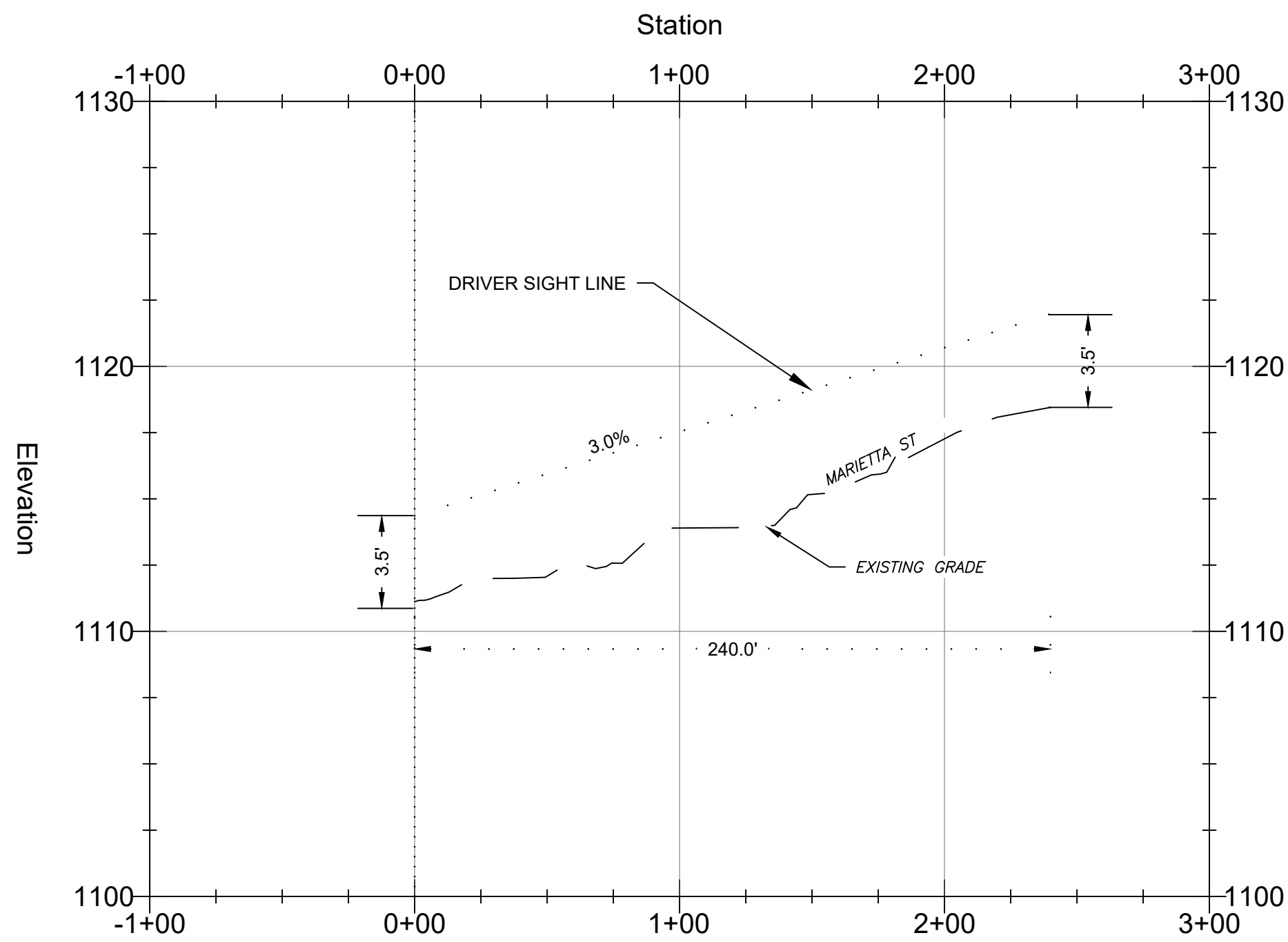
OLD MILTON PARKWAY
(AKA MADDOX STREET
EXTENTION)
BC/BC 77'±



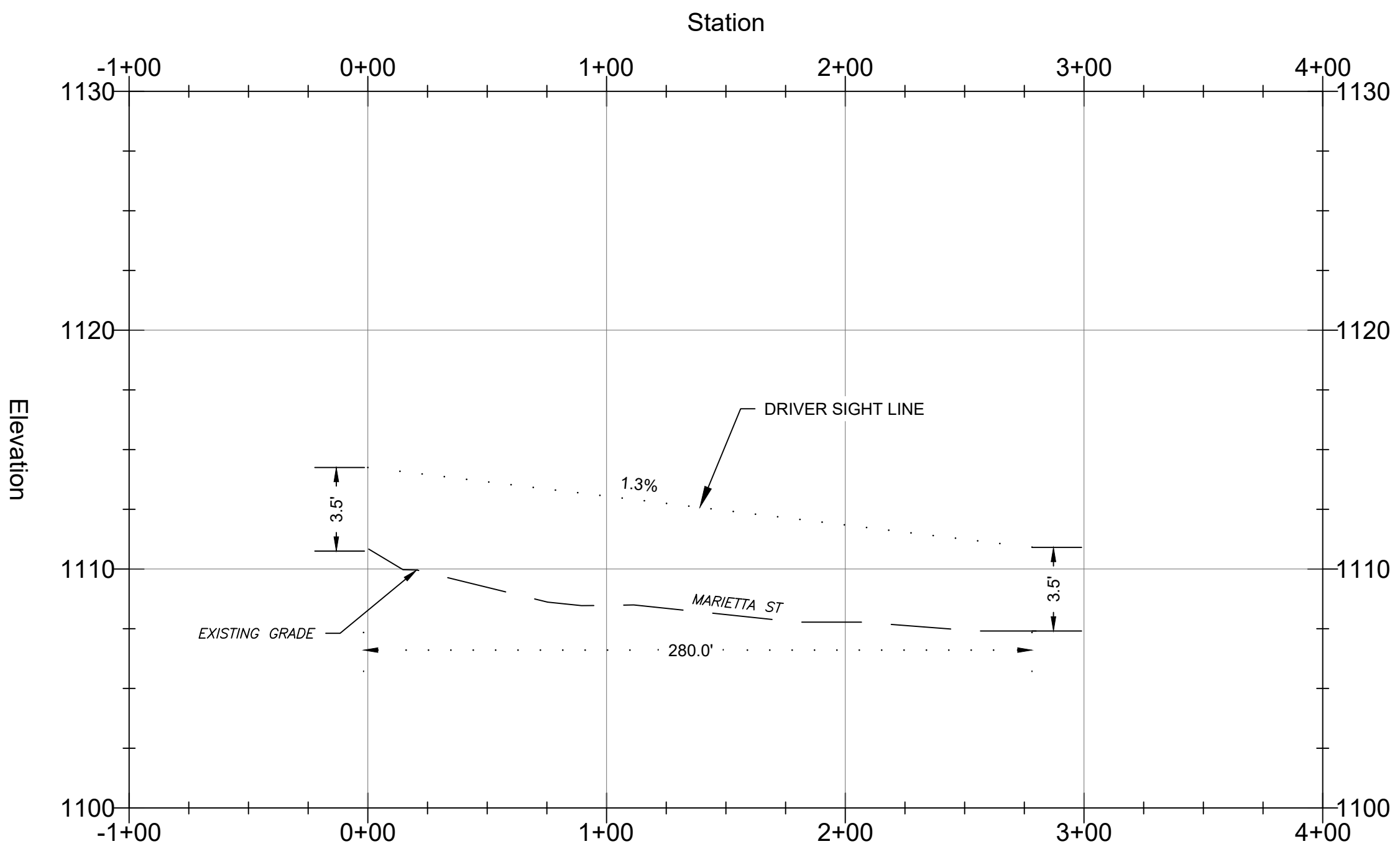
C:\USERS\BLAKE\ONSITE DROPBOX\PROJECTS\2025\25-040 MADEWELL 204 MARIETTA STREET\DWG\9-26-25 MARIETTA ST REZONING PLANDWG PLOTTED ON 9/30/2025 3:48 PM BY BLAKE WATSON



RIGHT TURN SIGHT DISTANCE LOT 1 PROFILE



LEFT TURN SIGHT DISTANCE LOT 1 PROFILE



RIGHT TURN SIGHT DISTANCE LOT 2 PROFILE

LEFT TURN SIGHT DISTANCE LOT 2 PROFILE

24 HOUR CONTACT:
TORI YOUNG
678-878-9791

ON SITE

CIVIL GROUP

980 BIRMINGHAM RD, SUITE 600-340, MILTON, GA 30004
PHONE: 678-612-3527
WWW.ONSITECIVIL.COM
INFO@ONSITECIVIL.COM

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GEORGIA REGISTERED PROFESSIONAL ENGINEER JOHN ROUSE 9-2-2025

DRAFT

REVISIONS		
No.	DATE	DESCRIPTION

CLIENT:
MADEWELL HOMES

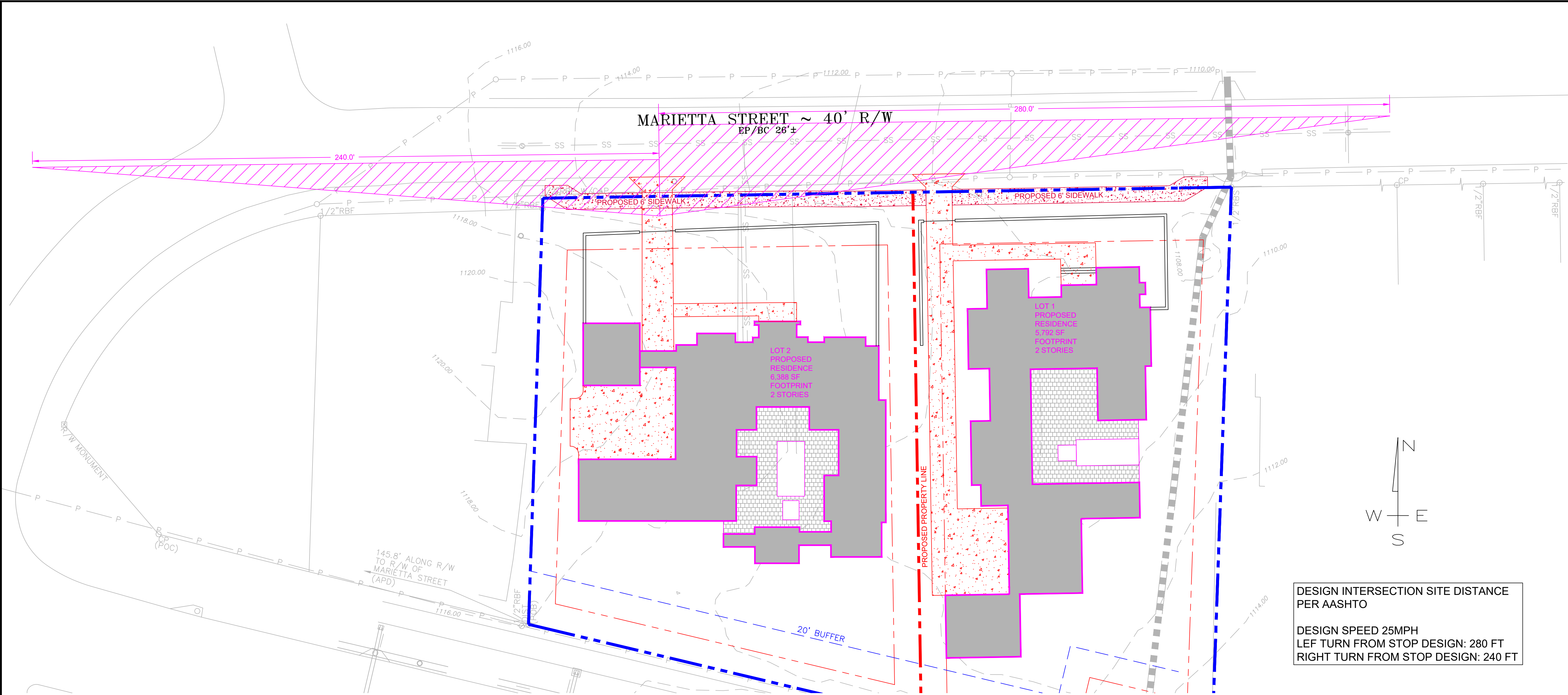
INDIVIDUAL LOT PLAN
204 MARIETTA ST
ALPHARETTA, GA

LOT 1 ISD PLAN
AND PROFILES

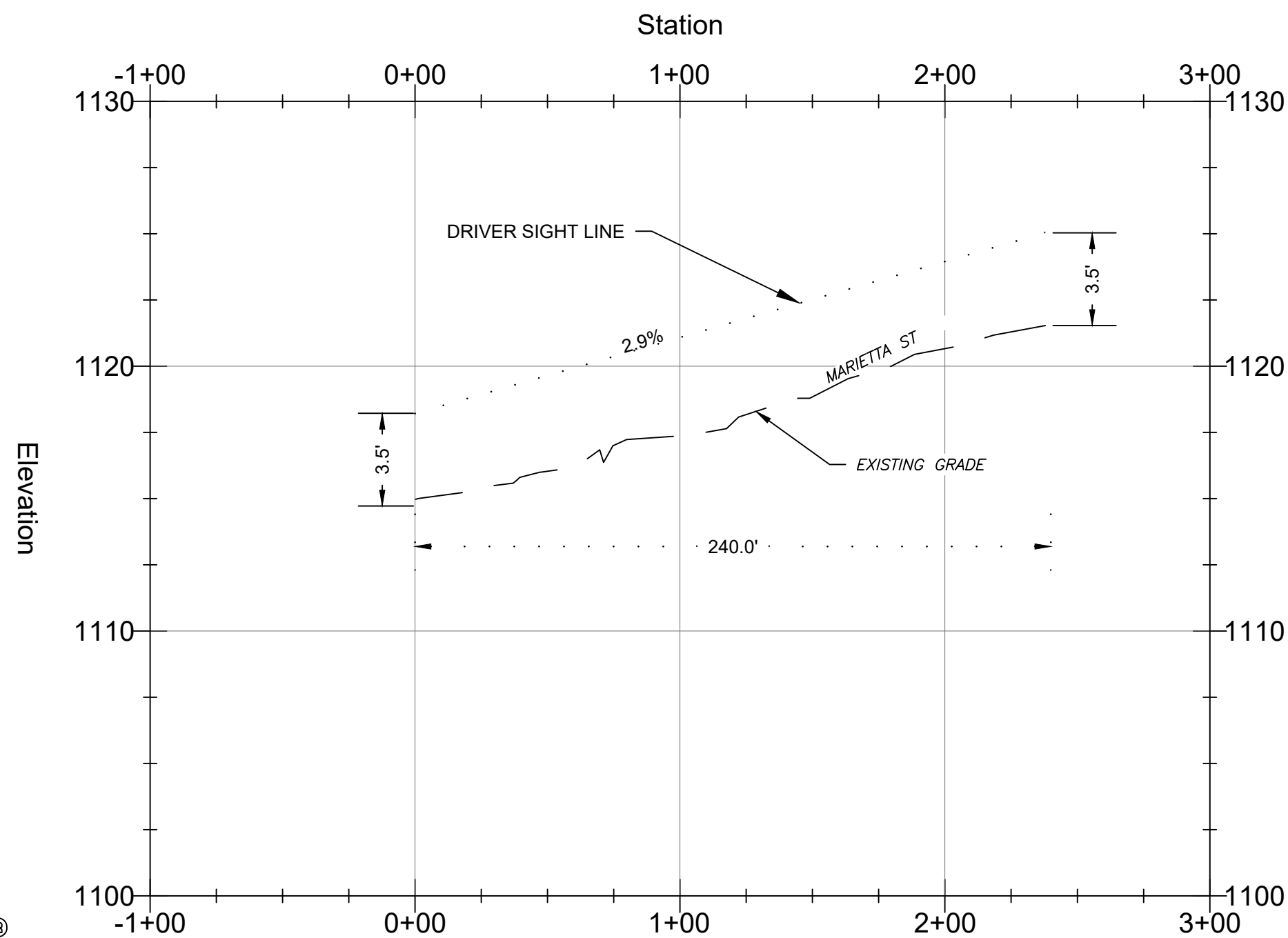
DATE: SEPTEMBER 2, 2025
PROJECT: 25-040

SHEET: C 402

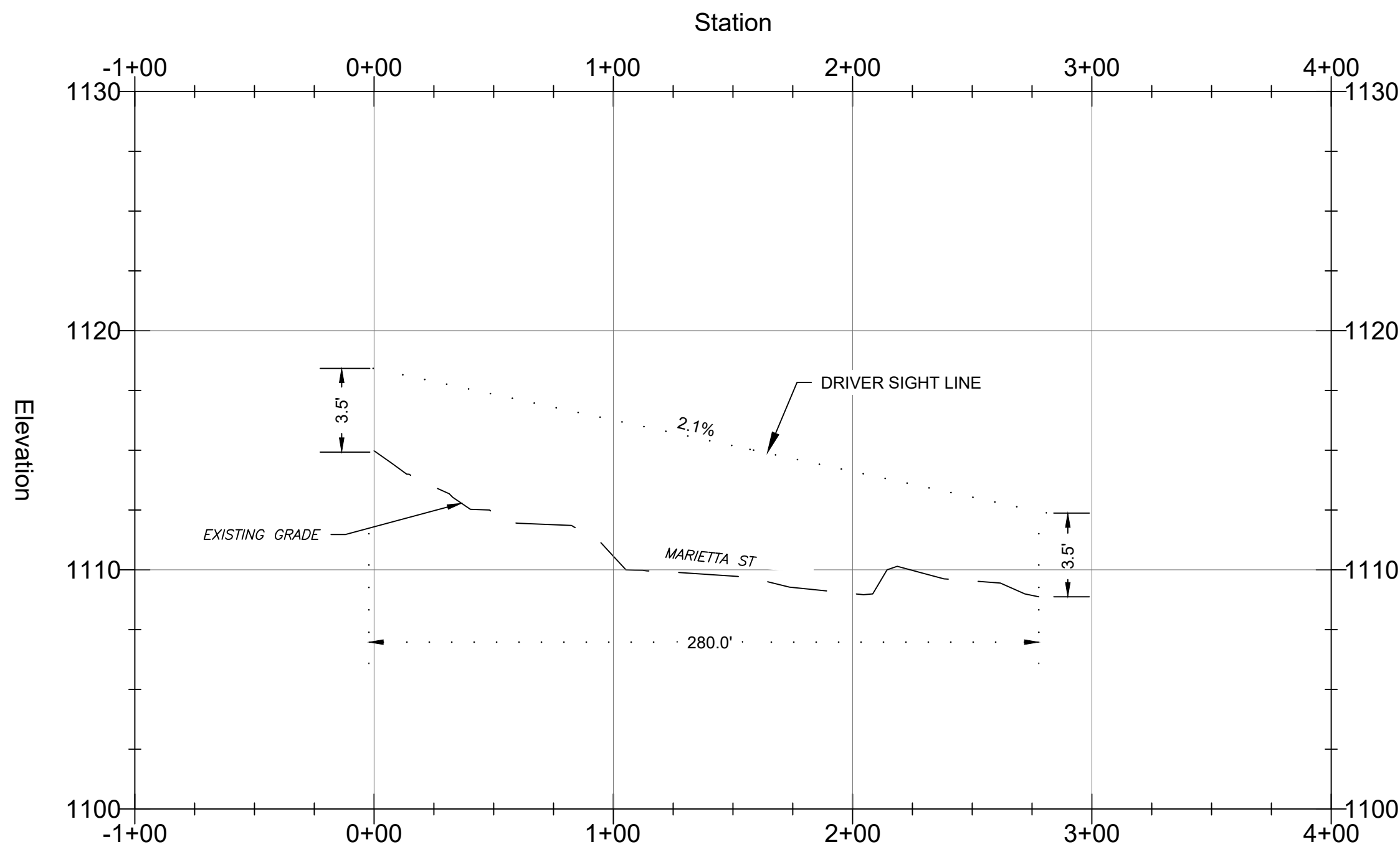
C:\USERS\BLAKE\ONSITE DROPBOX\PROJECTS\2025\25-040 MADEWELL 204 MARIETTA STREET\DWG\9-26-25 MARIETTA ST REZONING PLAN\DWG PLOTTED ON 9/30/2025 3:48 PM BY BLAKE WATSON



RIGHT TURN SIGHT DISTANCE LOT 2 PROFILE



LEFT TURN SIGHT DISTANCE LOT 2 PROFILE



DESIGN INTERSECTION SITE DISTANCE
PER AASHTO

DESIGN SPEED 25MPH
LEF TURN FROM STOP DESIGN: 280 FT
RIGHT TURN FROM STOP DESIGN: 240 FT

24 HOUR CONTACT:
TORI YOUNG
678-878-9791

ON SITE

CIVIL GROUP

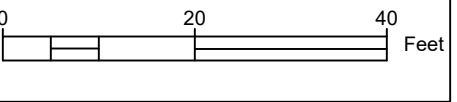
980 BIRMINGHAM RD, SUITE 500-340, MILTON, GA 30004
PHONE: 678-561-3400
WWW.ONSITECIVIL.COM
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ONSITE CIVIL GROUP, LLC.

GEORGIA
REGISTERED
PROFESSIONAL
ENGINEER
JOHN ROUSE
9-2-2025

DRAFT

REVISIONS		
No.	DATE	DESCRIPTION



CLIENT:
MADEWELL HOMES

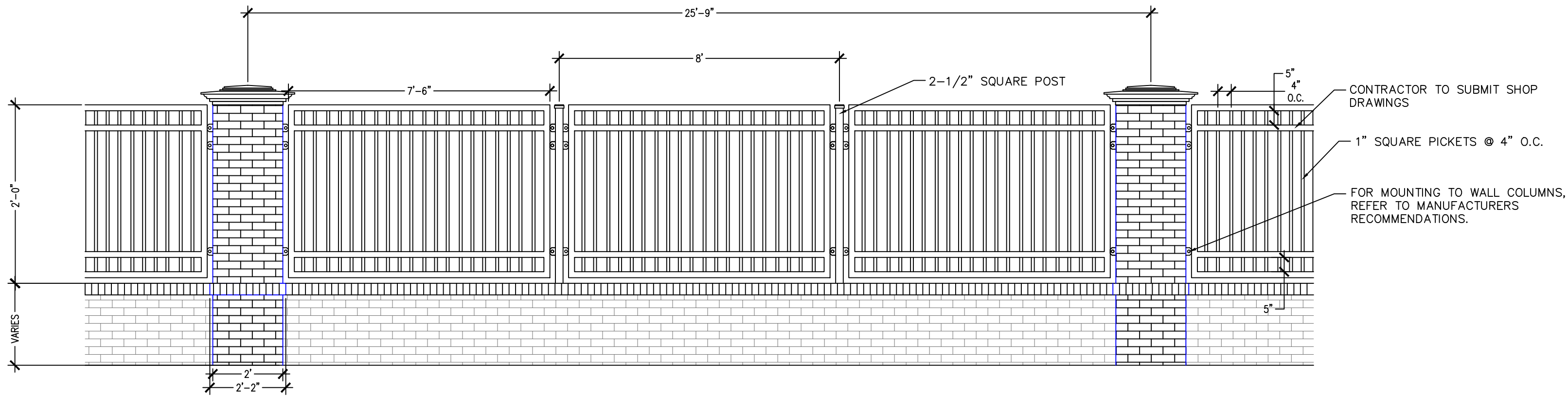
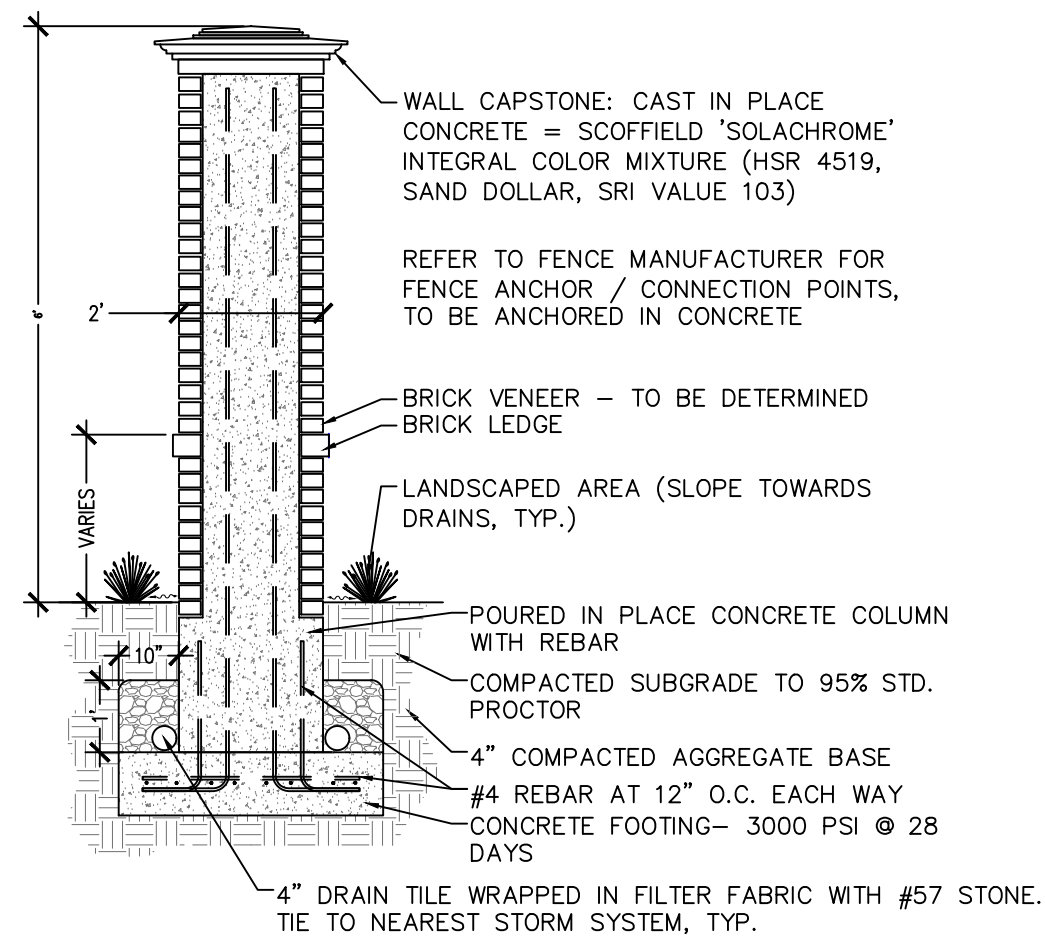
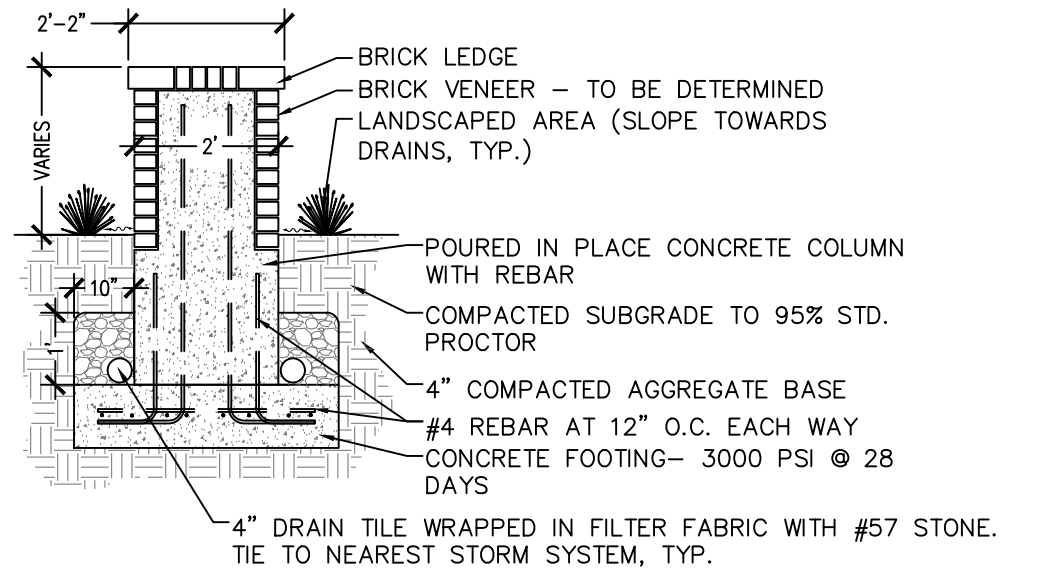
INDIVIDUAL LOT PLAN
204 MARIETTA ST
ALPHARETTA, GA

LOT 2 ISD PLAN
AND PROFILES

DATE: SEPTEMBER 2, 2025
PROJECT: 25-040

SHEET: C 403

C:\USERS\BLAKE\ONSITE DROPBOX\PROJECTS\2025\25-040 MADEWELL 204 MARIETTA STREET\DWG\9-26-25 MARIETTA ST REZONING PLANDWG PLOTTED ON 9/30/2025 3:48 PM BY BLAKE WATSON



- NOTES:
1. FENCING SHALL TRAVERSE SLOPES AT ALL TIMES WITH HORIZONTAL STEPS.
 2. CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS THAT WOULD REQUIRE FENCE SECTIONS TO BE STEPPED. ALL STEPS ARE TO BE DIMENSIONALLY EQUAL.
 3. THERE SHALL BE NO OPENING BETWEEN ANY FENCE PICKETS TO EXCEED 4" MAX.
 4. CONTRACTOR TO SUBMIT SHOP DRAWINGS ON FENCE PRIOR TO INSTALLATION MODEL# EGIS II AMERISTAR -1-800-321-8724, MANUFACTURER'S FINISH, COLOR: BLACK; OR, ONE (1) PRIMER COAT WITH TWO (2) COATS RUST-INHIBITING BLACK ENAMEL.
 5. PER CITY OF ALPHARETTA REQUIREMENTS, MAXIMUM TOTAL FENCE HEIGHT NOT TO EXCEED 6 FEET.



EXAMPLE IMAGE OF PROPOSED SITE WALL

ON SITE
CIVIL GROUP

980 BIRMINGHAM RD, SUITE 601-340 MILTON, GA 30004
PHONE: 678-612-3527
WWW.ONSITECIVIL.COM
INFO@ONSITECIVIL.COM

THESE DRAWINGS ARE THE
PROPERTY OF ONSITE CIVIL
GROUP, LLC AND SHALL NOT BE
REPRODUCED IN WHOLE OR IN
PART WITHOUT THE EXPRESS
WRITTEN PERMISSION OF
ONSITE CIVIL GROUP, LLC.

9-2-2025

REVISIONS

No.	DATE	DESCRIPTION
-	-	-

CLIENT:
MADEWELL HOMES

INDIVIDUAL LOT PLAN
204 MARIETTA ST
ALPHARETTA, GA

CONSTRUCTION
DETAILS

DATE: SEPTEMBER 2, 2025
PROJECT: 25-040

SHEET: C 801

24 HOUR CONTACT:
TORI YOUNG
678-878-9791



STAFF REPORT

Department: City Clerk

Submitted By:

Meeting Date: December 8, 2025

AGENDA ITEM:

The following items have been deferred or withdrawn and will not be considered during this meeting:

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:



STAFF REPORT

Department: Community Development

Submitted By:

Meeting Date: December 8, 2025

AGENDA ITEM:

PH-24-16 Road Abandonment – Manning Street

WITHDRAWN: This item has been withdrawn by staff and will not be considered at this meeting.

Consideration of a request for road abandonment of Manning Street. The property is located within the Manning Street right-of-way and is legally described as being located in Land Lots 1253 & 1268, 2nd District, 2nd Section, Fulton County, Georgia.

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: December 8, 2025

AGENDA ITEM:

City of Alpharetta & Johns Creek Parks Without Borders Memorandum of Understanding Renewal

Consideration for approval of the renewal of the Memorandum of Understanding with the City of Johns Creek for Parks without Borders.

STAFF RECOMMENDATION:

Approve the renewal of the Parks Without Borders Memorandum of Understanding between the City of Alpharetta and the City of Johns Creek and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: IT IS BELIEVED THE AGREEMENT HAS HAD AND WILL CONTINUE TO HAVE A POSITIVE FISCAL IMPACT ON THE CITY OF ALPHARETTA. CURRENTLY, THE CITY'S RECREATIONAL SPORTS PROGRAMS ARE AVAILABLE TO ALL NEIGHBORING RESIDENTS AT A NON-RESIDENT RATE, BUT PARTICIPATION CAN BE MINIMALLY BENEFICIAL WHEN THE PROGRAMS AND FACILITIES ARE NOT EASILY ACCESSIBLE TO NON-RESIDENTS. FORTUNATELY, ALPHARETTA AND JOHNS CREEK ARE NEIGHBORING CITIES WITH PARKS AVAILABLE ON THEIR ADJOINING BORDERS AND BOTH BOAST QUALITY RECREATIONAL SPORTS PROGRAMS. ALLOWING EACH CITY TO EXPAND THROUGH SIMPLE SHARING RAISES THE NUMBER OF AVAILABLE FACILITIES AND PROGRAMS AT NO COST TO EITHER CITY, INCREASES REVENUE THROUGH PARTICIPATION, AND IS AN EFFECTIVE WAY TO ENHANCE THE PROGRAM AND ULTIMATELY, THE QUALITY OF LIFE FOR RESIDENTS.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

ITEM DESCRIPTION:

Background:

The cities of Alpharetta and Johns Creek offer exceptional recreation programs and, throughout the years, have each experienced a high level of citizen engagement in recreational youth softball, baseball, soccer, football, cricket,

and lacrosse. As resident participation continued to grow, eventually exceeding either city's bandwidth, the adjoining cities discovered that sharing certain programs and facilities would permit both cities to meet the increased demand.

Formalized as the "Parks Without Borders" Memorandum of Understanding (MOU), the agreement permits residents in either city to enjoy the neighboring city's recreational youth softball, baseball, soccer, football, cricket, and lacrosse programs at the respective city's resident rates, provided space is available. Residents of each city would have priority to register for their city's programs, after which residents of the other city will have priority. Lastly, an open registration period for non-Alpharetta and non-Johns Creek residents will begin. Additionally, the MOU has permitted full-time employees of each partner city and their immediate family members living in the same household to be considered residents of the city in which they are employed, granting access to youth softball, baseball, and lacrosse programs at the respective city's resident rates. It is important to note the MOU is limited to recreational sports programs only and does not include travel programs.

Recommendation Explanation:

To continue fostering the relationship between the two cities and for the added benefit brought to residents, Alpharetta and Johns Creek city staff are recommending renewal of the MOU attached hereto as the City of Alpharetta & City of Johns Creek Parks Without Borders Memorandum of Understanding.

ALTERNATIVES:

There is one alternative to this recommendation:

1. Not renewing the longstanding Memorandum of Understanding (MOU) between the Cities of Alpharetta and Johns Creek. It is believed this would be a viable choice should the MOU prove no longer beneficial to the two participating cities. Choosing not to renew the agreement would temporarily require each city to work within its own ability to offer exceptional recreational sports programs. To do so in the interim, each city may be required to limit the participation of residents in the programs to avoid losing quality due to quantity. In the long term, Alpharetta would determine if additional facilities could be either identified or constructed within the city's limits or explored through the possibility of sharing programs with other neighboring communities, such as Roswell or Milton.

ATTACHMENTS:

1. COA-JC Parks Without Borders MOU (2026)
2. JC MOU Reporting 112125

**PARKS WITHOUT BORDERS
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALPHARETTA AND THE CITY OF JOHNS CREEK**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Alpharetta, a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia 30009 ("Alpharetta"), and the City of Johns Creek, a municipal corporation of the State of Georgia, located at 11360 Lakefield Drive, Johns Creek, GA 30097 ("Johns Creek"). Alpharetta and Johns Creek are sometimes referred to in this MOU individually as a "City" or collectively as the "Cities."

WHEREAS, the Cities of Alpharetta and Johns Creek are adjoining communities in North Fulton County; and

WHEREAS, each City maintains and provides staff for its respective department within each City for the purpose of providing recreation and parks services; and

WHEREAS, the Cities have determined that it is to their best interest and mutual advantage to share certain programs and facilities.

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

1. GENERAL PURPOSE OF MOU.

The purpose of this MOU is to take another step to continue to foster a long-term, mutually beneficial relationship between Alpharetta and Johns Creek as it relates to parks and recreation programs and services as a way to better serve the Cities' respective citizens, offer a wider variety of recreational services, and grow the relationship between the Cities such that similar opportunities can be developed over time.

2. GENERAL RESPONSIBILITIES OF PARTIES.

(a) Alpharetta shall waive non-resident fees for Johns Creek residents who participate in Alpharetta's recreational youth softball, baseball, lacrosse, football, and soccer programs, provided space is available.

(b) Johns Creek shall waive non-resident fees for Alpharetta residents who participate in Johns Creek's recreational youth softball, baseball, lacrosse, cricket, and soccer programs, provided space is available.

(c) Travel/select/club softball, baseball, lacrosse, cricket, and soccer programs are not included in this MOU.

(d) Residents of each City shall have first priority to register for their City's recreation programs (at least two (2) weeks before open registration). Residents of the other City shall have second priority to register for the recreational youth softball, baseball, lacrosse, football, cricket, and soccer programs (at least one (1) week before open registration). The open registration period for non-Alpharetta and non-Johns Creek residents shall begin after the priority registration ends.

(e) Full time employees of each partner City and their immediate family members living in the same household will be considered residents of the City in which they are employed. As residents of the partner City, eligible employees/family members may register for recreational youth softball, baseball, lacrosse, football, cricket, and soccer programs during the partner City's resident registration period and will pay resident registration fees. Each partner City will waive non-resident fees for the full-time employees and their immediate family members of the other City. To receive the non-resident fee waiver, an employee must provide proof of employment with the partner City when registering for the program. These guidelines are not applicable to part-time and seasonal employees, contracted vendors, and volunteers.

(f) The MOU shall become effective with registration for the Spring 2026 recreational youth softball, baseball, lacrosse, football, cricket, and soccer seasons and shall continue through registration for the Fall 2026 recreational youth softball, baseball, lacrosse, football, cricket, and soccer seasons.

(g) At the conclusion of each Spring season, Alpharetta, and Johns Creek officials (to include the Mayors and City Manager/Administrator, or their designees), shall evaluate the effectiveness of the MOU in meeting the established goals. Officials shall evaluate participation in recreational youth softball, baseball, lacrosse, football, cricket and soccer, and the other terms of the MOU to ensure they are fair and just for both parties. The parties shall exercise their best efforts to resolve any issues so as to continue the MOU for additional periods of time.

(h) Duration; Termination. The initial term of this Agreement shall be for one year commencing on January 1, 2026 and terminating at midnight on December 31, 2026. Thereafter, the Agreement will renew automatically for up to four (4) additional one-year terms unless either party delivers written notice of non-renewal to the other party at least on hundred eight (180) days prior to the expiration of the initial term or the renewal term.

3. ADMINISTRATION.

(a) The parties place high value on regular, timely and full communications between themselves, and commit themselves to ensuring strong communication links through their actions.

(b) Each party will designate a single point of contact to coordinate all activities between the parties involved.

(c) Communication between the two parties at the highest level (Mayors, any Administrator/City Manager) will take place if judged necessary by the respective Recreation & Parks Director or Recreation Manager of each City.

(d) More specific delineations of roles, responsibilities, resources, and commitments concerning particular matters may be addressed in written guidelines approved by the Alpharetta Recreation & Parks Director and the Johns Creek Recreation Manager, if such guidelines are consistent with the general purposes of this MOU.

Commented [AC1]: This provision gives me a little heartburn. We're giving power to staff to allocate resources? I think we need to limit this a bit.

(e) Unless otherwise provided for herein, this MOU does not impose specific program, resources, or budgetary obligations on either party.

4. OTHER PROVISIONS.

(a) Insurance. Each City shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this MOU.

(b) No Third Party Beneficiaries. There are no third party beneficiaries to this MOU. No person or entity other than a party to this MOU shall have any rights hereunder or any authority to enforce its provisions. Nothing in this MOU shall be deemed to waive either party's sovereign or other immunity.

(c) Relationship Between the Parties. In consideration of the mutual services provided herein, both parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to all services performed under this MOU. Each party represents that it has, or will secure all its expense, all personnel required in performing its service obligation under this MOU and that the acts of its employees performing the service under this MOU shall be the acts of employees of that entity alone. Each entity agrees that in the performance of this mutual service, its employees shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other entity to this MOU, including, but not limited to, medical and hospital care, sick and vacation leave, disability, Worker's Compensation or Unemployment Compensation.

(d) Severability. In the event any part or provision of this MOU is held to be invalid, the remainder of this MOU shall not be affected thereby and shall continue in full force and effect.

(e) Applicable Law. This MOU shall be governed in all respects as to the validity, construction, capacity, performance, or otherwise by the laws of the State of Georgia.

(remainder of this page intentionally left blank) (signature
page follows)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year written below.

CITY OF ALPHARETTA, GEORGIA

Date: _____

By: _____

Jim Gilvin, Mayor

APPROVED AS TO FORM:

Molly Esswein, City Attorney

City of Alpharetta, Georgia

APPROVED AS TO CONTENT:

Chris Lagerbloom, City Administrator

City of Alpharetta, Georgia

CITY OF JOHNS CREEK, GEORGIA

Date: _____

By: _____

John Bradberry, Mayor

Angela C. Couch, City Attorney City of

Johns Creek, Georgia

JOHNS CREEK RESIDENTS IN ALPHARETTA PROGRAMS						
WEBB BRIDGE PARK		2022	2023	2024	2025	2026
		SPRING	SPRING	SPRING	SPRING	SPRING
	SOCCER	174	177	267	268	
		FALL	FALL	FALL	FALL	FALL
	SOCCER	138	164	122	291	
	Total	312	341	389	559	
NORTH PARK		2022	2023	2024	2025	2026
		SPRING	SPRING	SPRING	SPRING	SPRING
	SOFTBALL	46	56	73	74	
		FALL	FALL	FALL	FALL	FALL
	SOFTBALL	47	46	53	TBD	
	FOOTBALL					
	Total	93	104	126		
WILLS PARK		2022	2023	2024	2025	2026
		SPRING/SUMMER	SPRING/SUMMER	SPRING/SUMMER	SPRING/SUMMER	SPRING/SUMMER
	BASEBALL	54	54	77	64	
	Total	54	54	77		
WILLS PARK		2022	2023	2024	2025	2026
		FALL	FALL	FALL	FALL	FALL
	BASEBALL	62	58	66	TBD	
	Total	62	58	66		
		2022 TOTAL	2023 TOTAL	2024 TOTAL	2025 TOTAL	2026 TOTAL
		521	557	658	TBD	

ALPHARETTA RESIDENTS IN JOHNS CREEK PROGRAMS						
NEWTOWN		2022	2023	2024	2025	2026
		SPRING	SPRING	SPRING	SPRING	SPRING
	BASEBALL	56	14	26	18	
	LACROSSE	88	37	32	27	
NEWTOWN		2022	2023	2024	2025	2026
		FALL	FALL	FALL	FALL	FALL
	BASEBALL	16	8	8	56	
	LACROSSE	30	28	18	22	
	SOCCER	28	22	33	16	
	Total	74	58	59	94	0
OCEE		2022	2023	2024	2025	2026
		SPRING/SUMMER	SPRING/SUMMER	SPRING/SUMMER	SPRING/SUMMER	SPRING/SUMMER
	BASEBALL	210	93	67	238	
	Total	210	93	67	238	
OCEE		2022	2023	2024	2025	2026
		FALL	FALL	FALL	FALL	FALL
	BASEBALL	89	76	98	72	
	Total	89	76	98	72	0
CAULEY		2022	2023	2024	2025	2026
		N/A	SPRING	SPRING	SPRING	SPRING
	BASEBALL	NA	NA	0	NA	
	LACROSSE	NA	NA	0	NA	
	SOCCER	NA	NA	9	19	
	Total		0	9	19	0
CAULEY		2022	2023	2024	2025	2026
		N/A	FALL	FALL	FALL	FALL
	BASEBALL	NA	NA	0	0	
	LACROSSE	NA	NA	0	0	
	SOCCER	NA	NA	12	13	
	Total		0	12	13	0
		2022 TOTAL	2023 TOTAL	2024 TOTAL	2025 TOTAL	2026 TOTAL
		517	300	350	541	



STAFF REPORT

Department: Courts
Submitted By: Brooke Lappin
Meeting Date: December 8, 2025

AGENDA ITEM:

Municipal Court Chief Judge and Associate Judge Employment Extension Agreements

Consideration of approval of Extension to Employment Agreements with Chief Municipal Court Judge David C. Will and Associate Municipal Court Judge Jamie Bendall and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve Extension to Employment Agreements with Chief Municipal Court Judge David C. Will and Associate Municipal Court Judge Jamie Bendall and with authorization for the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

On November 7 2022, the City entered into an employment agreement with David C. Will to serve as Chief Municipal Court Judge and another employment agreement with Jamie Bendall to serve as Associate Municipal Court Judge.

The term for the municipal court judge is the same as the currently serving Mayor.

If approved, the two attached employment extension agreements would allow David C. Will and Jamie Bendall to continue serving as a Judge to the Municipal Court until December 31, 2027.

ALTERNATIVES:

Do not approve the extension agreements and select other individuals to serve as the Chief Judge and Associate Judge to the Municipal Court.

ATTACHMENTS:

1. David C. Will - Employment Extension Agreement
2. David C. Will - Addendum to Employment Agreement 2024
3. David C. Will - Employment Agreement 2022
4. Jamie Bendall - Employment Extension Agreement
5. Jamie Bendall - Addendum to Employment Agreement 2024
6. Jamie Bendall - Employment Agreement 2022

EXTENSION TO EMPLOYMENT AGREEMENT
WITH MUNICIPAL COURT JUDGE

This Extension (the "Extension") is being made to the Employment Agreement with Municipal Court Judge (the "Employment Agreement") dated November 7, 2022 by and between the **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia (the "City"), and **DAVID C. WILL** (the "Municipal Court Judge" or "Judge"), and together collectively as "Parties" or individually a "Party" as follows:

WHEREAS, terms defined in the Employment Agreement have the same meaning in this Extension; and

WHEREAS, the Parties desire to extend the Term of Agreement an additional two (2) years, which shall terminate December 31, 2027, unless terminated earlier by the terms of the Employment Agreement.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises and obligations herein contained, the sufficiency of which is acknowledged, the Parties agree that the following modification is made to the Employment Agreement:

Term of Agreement. The Term of Agreement is hereby extended an additional two (2) years, which shall terminate December 31, 2027, unless terminated earlier by the terms of the Employment Agreement.

The Parties intending to be legally bound hereto, this Extension is executed by the Parties hereto as of the date indicated by signature below.

IN WITNESS WHEREOF, the Parties hereto have caused this Extension to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

[CITY SEAL]

(signatures continue on following page)

(continuation of signatures from previous page)

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:

City Attorney

MUNICIPAL COURT JUDGE

By: _____
David C. Will, Municipal Court Judge

Date: _____

**ADDENDUM TO EMPLOYMENT AGREEMENT WITH
MUNICIPAL COURT JUDGE**

THIS ADDENDUM (“Addendum”) is being made to the EMPLOYMENT AGREEMENT WITH MUNICIPAL COURT JUDGE (“Employment Agreement”) dated November 7, 2022, by and between the City of Alpharetta Georgia, a municipal corporation (the “City”), hereinafter referred to as the “City,” and David Will, hereinafter referred to as the “Municipal Court Judge” or “Judge,” and together and collectively as “Parties” or individually as “Party” is as follows:

Terms defined in the Employment Agreement have the same meaning in this Addendum. The effective date of this Addendum shall be February 19, 2024

WHEREAS, the Parties executed the Employment Agreement, effective November 7, 2022 and;

WHEREAS, the City, in accordance with the City’s Charter, the City’s Code of Ordinances, and provisions of O.C.G.A. § 36-32-2, desires to provide for additional compensation to the Municipal Court Judge to the extent the Municipal Court Judge is scheduled to be on-call to preside over and adjudicate pretrial, bond, arraignment or other hearings at the jail in addition to presiding over and adjudicating cases during the Municipal Court’s scheduled court sessions,

NOW, THEREFORE, in consideration of the recitals above and the mutual promises and obligations herein contained, the sufficiency of which is acknowledged, the Parties agree that the following modification is made to the Employment Agreement;

1. Paragraph 1 of SECTION 4: COMPENSATION of the Employment Agreement shall be modified to read as follows:

“The agreed upon compensation to the Municipal Court Judge approved by the Mayor and City Council in consideration of the Municipal Court Judge’s performance of Services as set forth in this Agreement and as otherwise provided for under the City’s Charter and Code of Ordinances shall be in the amount of four hundred and seventy-five dollars (\$475.00) per court session. Additionally, the Municipal Court Judge shall be paid the total amount of \$475.00 per week for any scheduled on-call week during which he may preside

over and adjudicate pretrial, bond, arraignment or other hearings at the jail outside of and in addition to the Municipal Court's court sessions as may be necessary. The above per court session rate and additional compensation amount applicable to an on-call week for presiding over hearings at the jail that apply to the Magistrate Court Judge shall also apply to a Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge appointed and providing Services in the Municipal Court Judge's absence pursuant to Section 4.16 of the City's Charter."

2. Paragraph 1 of SECTION 5: METHOD OF PAYMENT of the Employment Agreement shall be modified to read as follows:

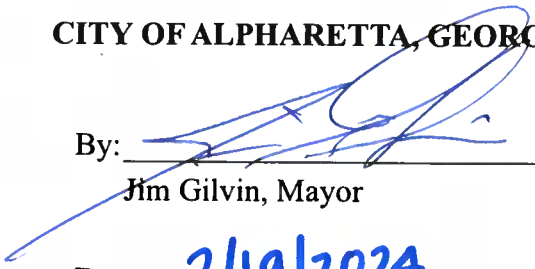
"The Judge, or any Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter, shall submit a worksheet /timesheet confirming the dates and times of the court sessions for which the Municipal Court Judge performed Services and of any on-call week to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee, at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009."

Except as is expressly modified herein, all other terms of the Employment Agreement will remain in full force and effect.

THE PARTIES INTENDING TO BE LEGALLY BOUND HERETO, this **ADDENDUM** is executed by the Parties hereto as of the date indicated by signature below.

IN WITNESS WHEREOF, the parties hereto have each caused this Addendum to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

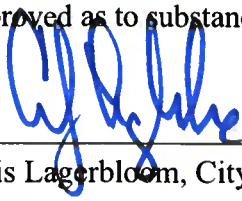
CITY OF ALPHARETTA, GEORGIA

By: 

Jim Gilvin, Mayor

Date: 2/19/2024

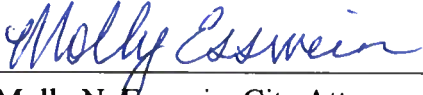
Approved as to substance:



Chris Lagerbloom, City Administrator

Approved as to form:

JARRARD & DAVIS, LLP



Molly N. Esswein, City Attorney

MUNICIPAL COURT JUDGE

By:



David Will, Municipal Court Judge

Date:

2/25/24

**EMPLOYMENT AGREEMENT WITH
MUNICIPAL COURT JUDGE**

This Agreement, (the "Agreement") by and between the City of Alpharetta Georgia, a municipal corporation, hereinafter referred to as the "City," and David C. Will, hereinafter referred to as the "Municipal Court Judge" or "Judge," and together and collectively as "Parties" or individually as "Party" is as follows:

WHEREAS, the operation of the City requires a Municipal Court Judge; and

WHEREAS, in accordance with the City's Charter, the City's Code of Ordinances, and provisions of O.C.G.A. § 36-32-2, the City enters into this contract with said Judge; and

WHEREAS, the City recognizes that a Judge has a unique skill, education, training, and experience; and

WHEREAS, the Judge possesses the legal ability to practice law in the State of Georgia, and requisite legal knowledge, skill, and experience which are of particular value to the City; and

WHEREAS, the City Council has appointed David C. Will to serve as Judge of the City's Municipal Court for the unexpired term of the predecessor Municipal Court Judge in accordance with the City's Charter and the City's Code of Ordinances, and hereby memorializes the Judge's appointment as a City employee through entry into this Employment Agreement; and

WHEREAS, the City Council has confirmed that appointment on the 7th day of November 2022; and

WHEREAS, David C. Will has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide Services to the City as Judge (with the "Services" further defined in Sections 2 and 3 of this Agreement); and

WHEREAS, David C. Will understands this is a part-time position; and

WHEREAS, David C. Will understands this Agreement involves overseeing court staff, who are employees of the City; and,

WHEREAS, in order to provide for the Services of Judge of the Municipal Court of Alpharetta and to establish compensation for such Services, it is appropriate for the City to enter into this Agreement with the Municipal Court Judge for such Services.

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

Judge's Initials

DW

SECTION 1: TERM OF APPOINTMENT

1. David C. Will accepts the appointment of Judge of the Municipal Court of the City, as memorialized by this Agreement and in accordance with Section 4.17(b) of the City's Charter and Section 2-58 of the City's Code of Ordinances for the remainder of the unexpired four-year term of the predecessor Municipal Court Judge that terminates on December 31, 2025, unless earlier terminated, as described below.
2. The Judge shall be subject to the eligibility requirements set forth in the City's Charter, as may be modified currently or in the future by qualifications enumerated in the City's Code of Ordinances, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements under state law. The Judge shall immediately report to the City Council any change affecting their membership in good standing in the State Bar of Georgia and any training deficiencies.

SECTION 2: SCOPE OF SERVICES

1. The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court, including but not limited to the duties set forth in Section 4.13 of the City's Charter and subject to all requirements of the Georgia Constitution, the Official Code of Georgia, the Georgia Code of Judicial Conduct, the Uniform Municipal Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.
2. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifications Commission of Georgia and the terms of any applicable Judicial Emergency Order. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings, subject to the provisions set forth in Section 4.16 of the City's Charter pertaining to the appointment of any substitute judge, part-time judge, full-time judge, or stand-by judge as may be required. The Services that the Judge shall perform shall also include the duties and responsibilities described in Section 3.
3. The Judge shall, at all times, faithfully, and to the best of their ability, administer activities of the court, assign, and hear all cases and fulfill obligations of the Court as established by the City's Charter and subject to all State or local laws, rules, statutes, regulations, and City ordinances.

Judge's Initials



4. Any Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge required to be appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter shall be provided with a copy of this Agreement, shall be subject to all terms and conditions of this Agreement and confirm in writing their agreement to comply with this Agreement, or shall otherwise be required to enter into a separate agreement with the City confirming all terms and conditions in performing Services in the Judge's absence.

SECTION 3: JUDICIAL INDEPENDENCE AND ADMINISTRATION

1. The City recognizes that the Judge has obtained a high level of skill and shall use their independent judgment, education, training, and experience to perform the Services under this Agreement in accordance with judicial standards.
2. Accordingly, the Judge, and any Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter, are independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties.
3. The Judge, or any Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter, is solely responsible for judicial decisions in the performance of the powers and authority vested in the jurisdiction of the Municipal Court, including all powers set forth in Section 4.13 of the City's Charter.
4. Judicial decisions include, but are not limited to, the decisions and authority set forth in Section 4.13 of the City's Charter, including but not limited to the authority related to trial and punishment for violations of City ordinances and such other offenses as allowed and provided by state law, punishment of individuals by contempt, determinations as to types of punishment in individual cases (whether by fine or imprisonment, or both, or alternative sentencing as now or hereafter provided by law), establishment of bail and recognizances (including discretionary authority on acceptance of cash or personal property or real property as surety for the appearance of persons charged with violations), authority to bind prisoners over to the appropriate court upon probable cause determinations regarding a violation of state law or to bind over defendants requesting a jury trial to state court, authority to compel the production of evidence, authority to enforce obedience to the Judge's orders, judgments, and sentences, authority to compel the presence of parties necessary to proper disposal of each case, determination of financial ability, determination of conditions of probation, determination of liability, determination of eligibility for indigent defense, and determination of alternatives to monetary penalties, including community service and penalty or fine reductions.

Judge's Initials 

5. Furthermore, the Judge is responsible for doing the following:
- a. Directs and controls the proceedings and personnel involved in court hearings and trials including prosecuting and defense attorneys, defendants, witnesses, court clerks and others and presides over a variety of Municipal Court hearings and trials within the jurisdiction of the Municipal Court in accordance with Georgia State law.
 - b. Presides over and adjudicates court and bench trials, pretrials, motions, plea hearings, arraignments, post-conviction reviews and other hearings.
 - c. Responds to requests for search and arrest warrants by City law enforcement officers. Reviews affidavits for sufficiency of facts and determination of the existence of probable cause to issue search and arrest warrants. Determines if the objects of search warrants are appropriate, if the warrants are being requested in a timely manner, and if the scope of each warrant is appropriate.
 - d. Research legal issues and maintains current knowledge of legislative changes impacting Municipal Court procedures.
 - e. Hears, tries, and adjudicates a variety of misdemeanor cases related to criminal, traffic, school zone speed cameras and parking and other violations including mitigation and contested hearings.
 - f. Hears and weighs testimony and evidence presented to determine appropriate verdict of guilty or not guilty; imposes just sentences and penalties as prescribed by law; utilizes remedial and community service programs as appropriate.
 - g. Conducts first appearance hearings/arraignments and bond hearings at the jail as needed.
 - h. Conducts court sessions during the calendar year in accordance with the Municipal Court's schedule for the convening of court sessions.
 - i. The Municipal Court Judge shall be on call to perform Services as required, which may at times fall on weekends, holidays or other periods of time during the week outside of the ordinary times the Municipal Court convenes its court sessions, and in the event the Municipal Court Judge is unavailable or will be absent during any period of time during which he shall be on call, any Judge Pro Tempore, substitute judge, part-time judge, or

Judge's Initials



stand-by judge appointed in the Judge's absence shall be called to perform Services in the Municipal Court Judge's place.

- i. The Judge is responsible for conducting bond hearings at the jail as needed when court is not in session.
 - ii. The Judge is required to attend the City's scheduled court sessions each calendar year. The frequency and schedule of the court sessions may be subject to change based on the operational needs of the City's Municipal Court, but currently, the Municipal Court convenes approximately two court sessions on Tuesdays, two court sessions on Wednesdays, and two court sessions on Thursdays.
 - j. Communicates with a variety of City departments including legal, police, fire, public works, and others regarding court cases, complaints, and other issues.
 - k. Notifying the City of any Judicial Emergency Orders and any actions required to comply with such Orders.
 - l. Communicates with various community agencies and County offices regarding probation, specific referrals, driving records, domestic violence cases, common defendants, and treatment programs available for mental health and alcohol problems.
 - m. Speaks to community groups and presides at ceremonial functions as requested; administers oaths of office and other duties prescribed by law.
6. The Court Clerk shall be appointed by the City Council and shall serve as an at-will employee of the City. The Court Clerk and all represented court staff are City employees subject to the City's rules and regulations, including the City's personnel rules and regulations. However, the Court Clerk and all court staff are subject to the Judge's direction and control when performing duties for the City's Municipal Court. The salaries or compensation, benefits, hours of work and working conditions of the Court Clerk and all court staff shall be established by the City. The Judge understands that the Court Clerk and all court staff adhere to the same applicable personnel policies as other City employees. The Judge further understands and agrees that the terms and conditions of this Agreement control over any City personnel policies, rules and regulations with respect to the existence or lack thereof of any employment benefits applicable to the Municipal Court Judge.
7. The Parties agree that the Judge will participate in the review and amendment of any personnel rules and regulations to ensure that they recognize the unique nature of court employment and the Judge's responsibilities with respect to court employees. The Judge

Judge's Initials



acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers. The Judge will confer with the City Administrator to coordinate administrative activities concerning City procedures, policies, and the budget, in an effort to retain and insure consistency and common practices throughout the City.

SECTION 4: COMPENSATION

The Judge's compensation for Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be established from time to time by the Mayor and City Council as part of the annual budget process, with the current compensation for the Municipal Court Judge's Services being in the amount further set forth below:

1. The agreed upon compensation to the Municipal Court Judge approved by the Mayor and City Council in consideration of the Municipal Court Judge's performance of Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be in the amount of four hundred and seventy-five dollars (\$475.00) per court session. In the event a Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter is required to serve, they shall be paid at the same per court session rate as the Judge.
2. All of the Judge's required training and costs for associated travel specifically related to state law training requirements to perform as a municipal court judge shall be reimbursed by the City in accordance with the City's reimbursement protocols and applicable state law. Notwithstanding the foregoing, the City and Judge acknowledge and agree that the Judge shall be solely responsible for payment of any annual membership dues required to be an active member of the State Bar of Georgia and shall also be solely responsible for any additional continuing legal education training costs and expenses incurred by the Judge in attending any further training above and beyond the state law training requirements to perform as a municipal court judge.
3. The Judge's compensation may be increased, but not decreased, during the Judge's term of office.
4. The Judge's compensation shall be determined annually on January 1. This payment shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court, including compensation for the performance of all Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances.

SECTION 5: METHOD OF PAYMENT

Judge's Initials



1. The Judge, or any Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter, shall submit a worksheet/timesheet confirming the dates and times of the court sessions for which the Municipal Court Judge performed Services to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee. at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

SECTION 6: ACKNOWLEDGMENT OF LACK OF BENEFITS

1. The Judge agrees and acknowledges that the Municipal Court Judge is not entitled to and will not be offered benefits of employment, including but not limited to a health care plan, a dental plan, a vision plan, paid leave time, and/or a retirement plan, including but not limited to the City's 401(a) plan and 457(b) plan.
2. The Judge further agrees and acknowledges that the Municipal Court Judge position is an exempt position as defined by the Fair Labor Standards Act, and the Judge is expected to perform the Services without regard for the number of hours worked.

SECTION 7: TERM OF AGREEMENT

1. The Judge's term of office and the term of this Agreement, unless otherwise terminated, shall be for the remainder of the unexpired four-year term of the predecessor Municipal Court Judge that terminates on December 31, 2025.

SECTION 8: CONTRACT ADMINISTRATION AND NOTICES

1. This Agreement shall be administered by the City Administrator and/or designee on behalf of the City and by David C. Will on behalf of the Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:
 - a. IF TO THE CITY: Chris Lagerbloom, City Administrator, 2 Park Plaza, Alpharetta, GA 30009; EMAIL: clagerbloom@alpharetta.ga.us
 - b. IF TO THE JUDGE: NAME OF JUDGE, ADDRESS; EMAIL

SECTION 9: TERMINATION OF AGREEMENT

This Agreement may be terminated during the Judge's term of office as follows:

Judge's Initials 

1. By the Judge, The Judge retains the right to terminate this agreement, at any time, by providing written notice a minimum of 60 days prior to effective date of termination, unless otherwise mutually agreed by the parties.
2. By the City, The City may only terminate this agreement in accordance with O.C.G.A. § 36-32-2.1 and/or the provisions of Sections 5.17 and 5.18 of the City's Charter.
3. Nothing in this Agreement shall affect the power and authority of the Judicial Qualifications Commission of Georgia to discipline, remove, or cause the involuntary retirement of the Municipal Court Judge in accordance with its rules and procedures.

SECTION 10: SEVERABILITY

1. Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect, as if both Parties have executed them after the expungement of the invalid provision.

SECTION 11: MODIFICATIONS AND SURVIVABILITY

1. No modification of the terms and conditions herein shall be binding unless evidenced in a subsequent writing which is signed by both the Judge and the City.
2. To the extent consistent with this Agreement, all representations, warranties, and post-termination obligations contained in this Agreement shall survive the expiration of the Term, or the termination, of this Agreement.

SECTION 12: REPRESENTATIONS AND WARRANTIES

1. The Judge hereby represents and warrants that, as of the date hereof, and continuing throughout the term of this Agreement, s/he are not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the services contemplated hereunder.
2. The Judge represents and warrants that, except as previously disclosed in writing to the City, the following are true: The Judges' law license, in any state or jurisdiction, has never been suspended, revoked, restricted, or deemed to be probationary.
3. The Judge warrants they have never been reprimanded, sanctioned, or disciplined by any licensing or accrediting bar, board, or discipline committee. A final judgement has never

Judge's Initials



been entered against the Judge in a professional liability action, and no action, based on an allegation of professional liability or malpractice by the Judge, has ever been settled by payment to a Plaintiff, and, as of the date hereof, the Judge has not been the subject of any report or disclosure submitted to any State Bar authority.

4. The Judge warrants, agrees, and understands that they will comply with all requirements to maintain their law license in good standing, in all jurisdictions where they are admitted to the practice of law, including but not limited to, all state bar continuing legal education requirements and trainings, and those which are specific to and required for the performance of the duties of a Municipal Judge.

SECTION 13: ACKNOWLEDGEMENT OF JUDGE

1. I, the Judge, acknowledge, admit, and agree that the pay for my services is valuable, that the amount is reasonable, and is both bona fide and is designed to and does provide me with full compensation for all services under this Agreement.
2. I, the Judge, understand and further agree that, to the extent permitted by law, that I may use, operate, or possess City property, including but not limited to computers, computer systems and files, computer and computer system passwords and login information, and other electronic devices, under this Agreement, and I shall take reasonable actions and exercise due care to safeguard and protect all such City property in my use or possession, from damage or theft.
3. Upon termination of this Agreement, for any reason, I shall promptly return all City property to the City. If I fail to promptly return all City property to the City, the dollar amount of the City property that I fail to return may be deducted from my last paycheck and/or any other sums due to me by the City.
4. I, the Judge agree that, in the event such withholding is insufficient to repay the full amount I owe for failing to return City property, I will be responsible for repaying the difference between the amount deducted from my pay, and the amount I owe, in accordance with this Agreement.
5. I, the Judge, hereby represent and warrant that the performance of the terms of this Agreement will not breach any written or oral agreement entered into by the Judge with a former employer or with any other third party.
6. I, the Judge, have read this Agreement, understand its terms, freely, knowingly, and voluntarily enter into this Agreement without defect of mind, agree to all terms and conditions of this Agreement.

Judge's Initials

A handwritten signature in blue ink, appearing to be 'JW', is written over a horizontal line.

SECTION 14: HEADING TITLES and SECTION NUMBERS for CONVENIENCE ONLY

1. The descriptive headings, titles, sections, numbers, and paragraph letters in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15: GOVERNING LAW

1. This Agreement is to be governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Fulton County.

SECTION 16: EXECUTION IN COUNTERPARTS

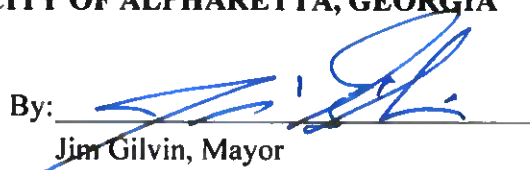
1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 17: ENTIRE AGREEMENT

1. There are no other written or oral understandings directly or indirectly related to this Agreement that are not set forth in the Agreement.
2. This Agreement is the entire Agreement among the Parties on the matters contained herein, and it may be modified only in a writing signed by the Parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked, extinguished, and waived.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: 
Jim Gilvin, Mayor

Date: 11/7/2022

Approved as to substance:


Chris Lagerbloom, City Administrator

Approved as to form:

Judge's Initials 

JARRARD & DAVIS, LLP

Molly N. Esswein
Molly N. Esswein, City Attorney

MUNICIPAL COURT JUDGE

By: David C. Wue
(Printed Name David C. Wue), Municipal Court
Judge

Date: 11/7/22

Judge's Initials _____

EXTENSION TO EMPLOYMENT AGREEMENT
WITH MUNICIPAL COURT JUDGE

This Extension (the "Extension") is being made to the Employment Agreement with Municipal Court Judge (the "Employment Agreement") dated November 7, 2022 by and between the **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia (the "City"), and **JAMIE BENDALL** (the "Municipal Court Judge" or "Judge"), and together collectively as "Parties" or individually a "Party" as follows:

WHEREAS, terms defined in the Employment Agreement have the same meaning in this Extension; and

WHEREAS, the Parties desire to extend the Term of Agreement an additional two (2) years, which shall terminate December 31, 2027, unless terminated earlier by the terms of the Employment Agreement.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises and obligations herein contained, the sufficiency of which is acknowledged, the Parties agree that the following modification is made to the Employment Agreement:

Term of Agreement. The Term of Agreement is hereby extended an additional two (2) years, which shall terminate December 31, 2027, unless terminated earlier by the terms of the Employment Agreement.

The Parties intending to be legally bound hereto, this Extension is executed by the Parties hereto as of the date indicated by signature below.

IN WITNESS WHEREOF, the Parties hereto have caused this Extension to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

[CITY SEAL]

(signatures continue on following page)

(continuation of signatures from previous page)

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:

City Attorney

MUNICIPAL COURT JUDGE

By: _____
Jamie Bendall, Municipal Court Judge

Date: _____

**ADDENDUM TO EMPLOYMENT AGREEMENT WITH
SUBSTITUTE MUNICIPAL COURT JUDGE**

THIS ADDENDUM (“Addendum”) is being made to the EMPLOYMENT AGREEMENT WITH SUBSTITUTE MUNICIPAL COURT JUDGE (“Employment Agreement”) dated November 7, 2022, by and between the City of Alpharetta Georgia, a municipal corporation (the “City”), hereinafter referred to as the “City,” and Jamie Bendall, hereinafter referred to as the “Substitute Municipal Court Judge” or “Substitute Judge,” and together and collectively as “Parties” or individually as “Party” is as follows:

Terms defined in the Employment Agreement have the same meaning in this Addendum. The effective date of this Addendum shall be February 19, 2024

WHEREAS, the Parties executed the Employment Agreement, effective November 7, 2022 and;

WHEREAS, the City, in accordance with the City’s Charter, the City’s Code of Ordinances, and provisions of O.C.G.A. § 36-32-2, desires to provide for additional compensation to the Substitute Municipal Court Judge to the extent the Substitute Municipal Court Judge is scheduled to be on-call to preside over and adjudicate pretrial, bond, arraignment or other hearings at the jail in addition to presiding over and adjudicating cases during the Municipal Court’s scheduled court sessions,

NOW, THEREFORE, in consideration of the recitals above and the mutual promises and obligations herein contained, the sufficiency of which is acknowledged, the Parties agree that the following modification is made to the Employment Agreement;

1. The following language shall be inserted into the Employment Agreement to read as Paragraph 1 of SECTION 4: COMPENSATION

“The agreed upon compensation to the Substitute Judge approved by the Mayor and City Council in consideration of the Substitute Judge’s performance of Services as set forth in this Agreement and as otherwise provided for under the City’s Charter and Code of Ordinances shall be in the amount of four hundred and seventy-five dollars (\$475.00) per court session. Additionally, the Substitute Judge shall be paid the total amount of \$475.00

per week for any scheduled on-call week during which he may preside over and adjudicate pretrial, bond, arraignment or other hearings at the jail outside of and in addition to the Municipal Court's court sessions as may be necessary."

2. Paragraph 1 of SECTION 5: METHOD OF PAYMENT of the Employment Agreement shall be modified to read as follows:

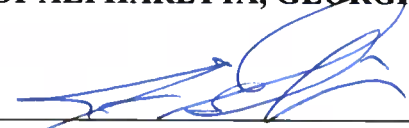
"The Substitute Judge appointed in the Municipal Court Judge's absence pursuant to Section 4.16 of the City's Charter, shall submit a worksheet /timesheet confirming the dates and times of the court sessions for which the Substitute Judge performed Services and of any on-call week to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee, at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009."

Except as is expressly modified herein, all other terms of the Employment Agreement will remain in full force and effect.

THE PARTIES INTENDING TO BE LEGALLY BOUND HERETO, this **ADDENDUM** is executed by the Parties hereto as of the date indicated by signature below.

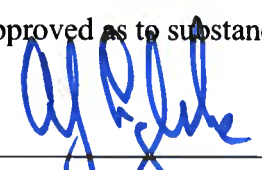
IN WITNESS WHEREOF, the parties hereto have each caused this Addendum to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: 
Jim Gilvin, Mayor

Date: 2/19/2024

Approved as to substance:

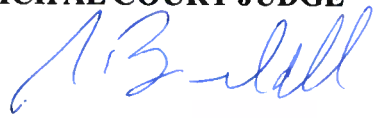

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

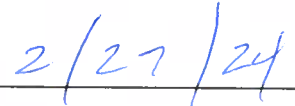


Molly N. Esswein, City Attorney

MUNICIPAL COURT JUDGE

By: 

Jamie Bendall,
Substitute Judge

Date: 

**EMPLOYMENT AGREEMENT WITH
SUBSTITUTE MUNICIPAL COURT JUDGE**

This Agreement, (the "Agreement") by and between the City of Alpharetta Georgia, a municipal corporation, hereinafter referred to as the "City," and Jamie Bendall, hereinafter referred to as the "Substitute Municipal Court Judge" or "Substitute Judge," and together and collectively as "Parties" or individually as "Party" is as follows:

WHEREAS, the operation of the City requires a Substitute Municipal Court Judge; and

WHEREAS, in accordance with the City's Charter, the City's Code of Ordinances, and provisions of O.C.G.A. § 36-32-2, the City enters into this contract with said Substitute Judge; and

WHEREAS, the City recognizes that a Substitute Judge has a unique skill, education, training, and experience; and

WHEREAS, the Substitute Judge possesses the legal ability to practice law in the State of Georgia, and requisite legal knowledge, skill, and experience which are of particular value to the City; and

WHEREAS, the City Council has appointed JAMES M. BENDALL to serve as Substitute Judge of the City's Municipal Court in accordance with the City's Charter and the City's Code of Ordinances, and hereby memorializes the Substitute Judge's appointment as a City employee through entry into this Employment Agreement; and

WHEREAS, the City Council has confirmed that appointment on the 7th day of Nov, 2022; and

WHEREAS, JAMES M. BENDALL has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide Services to the City as a Substitute Judge (with the "Services" further defined in Sections 2 and 3 of this Agreement); and

WHEREAS, JAMES M. BENDALL understands this is a part-time as-needed position; and

WHEREAS, JAMES M. BENDALL understands this Agreement involves overseeing court staff, who are employees of the City; and,

WHEREAS, in order to provide for the Services of the Substitute Judge of the Municipal Court of Alpharetta and to establish compensation for such Services, it is appropriate for the City to enter into this Agreement with the Substitute Municipal Court Judge for such Services.

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

Substitute Judge's Initials JB

SECTION 1: TERM OF APPOINTMENT

1. JAMES M. BENNETT accepts the appointment of Substitute Judge of the Municipal Court of the City, for a term to coincide with the term of the Municipal Court Judge, expiring on December 31, 2025, unless earlier terminated, as described below.
2. The Substitute Judge shall be subject to the eligibility requirements set forth in the City's Charter, as may be modified currently or in the future by qualifications enumerated in the City's Code of Ordinances, and remain, an attorney admitted to practice law in the State of Georgia. The Substitute Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements under state law. The Substitute Judge shall immediately report to the City Council any change affecting their membership in good standing in the State Bar of Georgia and any training deficiencies.

SECTION 2: SCOPE OF SERVICES

1. The Substitute Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court, including but not limited to the duties set forth in Section 4.13 of the City's Charter and subject to all requirements of the Georgia Constitution, the Official Code of Georgia, the Georgia Code of Judicial Conduct, the Uniform Municipal Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.
2. In addition, the Substitute Judge shall act in accordance with any published opinions of the Judicial Qualifications Commission of Georgia and the terms of any applicable Judicial Emergency Order. The Substitute Judge shall preside over all pre-trial conferences, cases, trials, and hearings, subject to the provisions set forth in Section 4.16 of the City's Charter pertaining to the appointment of any substitute judge, part-time judge, full-time judge, or stand-by judge as may be required. The Services that the Substitute Judge shall perform shall also include the duties and responsibilities described in Section 3.
3. The Substitute Judge shall, at all times, faithfully, and to the best of their ability, administer activities of the court, assign, and hear all cases and fulfill obligations of the Court as established by the City's Charter and subject to all State or local laws, rules, statutes, regulations, and City ordinances.

Substitute Judge's Initials JB

4. The Substitute Judge hereby acknowledges receipt of a copy of the Municipal Court Judge's Employment Agreement (the "Municipal Court Judge's Employment Agreement"), which is incorporated herein by reference, agrees to be subject to all terms and conditions of the Municipal Court Judge's Employment Agreement in performing Services in the Municipal Court Judge's absence, and by virtue of the Substitute Judge's execution of this Agreement, agrees to comply with the terms and conditions of the Municipal Court Judge's Employment Agreement in performing Services in the Municipal Court Judge's absence.

SECTION 3: JUDICIAL INDEPENDENCE AND ADMINISTRATION

1. The City recognizes that the Substitute Judge has obtained a high level of skill and shall use their independent judgment, education, training, and experience to perform the services under this Agreement in accordance with judicial standards.
2. Accordingly, the Substitute Judge, appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter, is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a Substitute Judge when performing judicial duties.
3. The Substitute Judge appointed in the Municipal Court Judge's absence pursuant to Section 4.16 of the City's Charter, is solely responsible for judicial decisions in the performance of the powers and authority vested in the jurisdiction of the Municipal Court, including all powers set forth in Section 4.13 of the City's Charter.
4. Judicial decisions include, but are not limited to, the decisions and authority set forth in Section 4.13 of the City's Charter, including but not limited to the authority related to trial and punishment for violations of City ordinances and such other offenses as allowed and provided by state law, punishment of individuals by contempt, determinations as to types of punishment in individual cases (whether by fine or imprisonment, or both, or alternative sentencing as now or hereafter provided by law), establishment of bail and recognizances (including discretionary authority on acceptance of cash or personal property or real property as surety for the appearance of persons charged with violations), authority to bind prisoners over to the appropriate court upon probable cause determinations regarding a violation of state law or to bind over defendants requesting a jury trial to state court, authority to compel the production of evidence, authority to enforce obedience to the Substitute Judge's orders, judgments, and sentences, authority to compel the presence of parties necessary to proper disposal of each case, determination of financial ability, determination of conditions of probation, determination of liability, determination of eligibility for indigent defense, and determination of alternatives to monetary penalties, including community service and penalty or fine reductions.

Substitute Judge's Initials AB

5. Furthermore, the Substitute Judge is responsible for doing the following:
- a. In accordance with standards established by the Municipal Court Judge, the Substitute Judge directs and controls the proceedings and personnel involved in court hearings and trials including prosecuting and defense attorneys, defendants, witnesses, court clerks and others and presides over a variety of Municipal Court hearings and trials within the jurisdiction of the Municipal Court in accordance with Georgia State law.
 - b. Presides over and adjudicates court and bench trials, pretrials, motions, plea hearings, arraignments, post-conviction reviews and other hearings.
 - c. Responds to requests for search and arrest warrants by City law enforcement officers. Reviews affidavits for sufficiency of facts and determination of the existence of probable cause to issue search and arrest warrants. Determines if the objects of search warrants are appropriate, if the warrants are being requested in a timely manner, and if the scope of each warrant is appropriate.
 - d. Research legal issues and maintains current knowledge of legislative changes impacting Municipal Court procedures.
 - e. Hears, tries, and adjudicates a variety of misdemeanor cases related to criminal, traffic, school zone speed cameras and parking and other violations including mitigation and contested hearings.
 - f. Hears and weighs testimony and evidence presented to determine appropriate verdict of guilty or not guilty; imposes just sentences and penalties as prescribed by law; utilizes remedial and community service programs as appropriate.
 - g. Conducts first appearance hearings/arraignments and bond hearings at the jail as needed.
 - h. Conducts court sessions during the calendar year in accordance with the Municipal Court's schedule for the convening of court sessions.
 - i. In the absence of the Municipal Court Judge, the Substitute Judge shall be on call to perform Services as required, which may at times fall on weekends, holidays or other periods of time during the week outside of the ordinary times the Municipal Court convenes its court sessions.
 - i. On the occasions that the Substitute Judge is required to stand in for the Municipal

Substitute Judge's Initials AB

Court Judge, he/she is required to be responsible for conducting bond hearings at the jail as needed when court is not in session.

- ii. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she is required to attend the City's scheduled court sessions. The frequency and schedule of the court sessions may be subject to change based on the operational needs of the City's Municipal Court, but currently, the Municipal Court convenes approximately two court sessions on Tuesdays, two court sessions on Wednesdays, and two court sessions on Thursdays.
 - j. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she may be required to communicate with a variety of City departments including legal, police, fire, public works, and others regarding court cases, complaints, and other issues.
 - k. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she is required, as needed, to notify the City of any Judicial Emergency Orders and any actions required to comply with such Orders.
 - l. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she may be required to communicate with various community agencies and County offices regarding probation, specific referrals, driving records, domestic violence cases, common defendants, and treatment programs available for mental health and alcohol problems.
 - m. Speaks to community groups and presides at ceremonial functions as requested; administers oaths of office and other duties prescribed by law.
6. The Court Clerk and all represented court staff are City employees subject to the City's rules and regulations, including the City's personnel rules and regulations. However, the Court Clerk and all court staff are subject to the Substitute Judge's direction and control in the absence of the Municipal Court Judge when performing duties for the City's Municipal Court. The salaries or compensation, benefits, hours of work and working conditions of the Court Clerk and all court staff shall be established by the City. The Substitute Judge understands that the Court Clerk and all court staff adhere to the same applicable personnel policies as other City employees. The Substitute Judge further understands and agrees that the terms and conditions of this Agreement control over any City personnel policies, rules and regulations with respect to the existence or lack thereof of any employment benefits applicable to the Substitute Municipal Court Judge

Substitute Judge's Initials AB

7. The Parties agree that the Substitute Judge will participate, as needed, in the review and amendment of any personnel rules and regulations to ensure that they recognize the unique nature of court employment and the Substitute Judge's responsibilities with respect to court employees. The Substitute Judge acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers. In the absence of the Municipal Court Judge, the Substitute Judge will confer with the City Administrator to coordinate administrative activities concerning City procedures, policies, and the budget, in an effort to retain and insure consistency and common practices throughout the City.

SECTION 4: COMPENSATION

The Substitute Judge's compensation for Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be established from time to time by the Mayor and City Council as part of the annual budget process, with the current compensation for the Substitute Judge's Services being in the amount further set forth below:

1. The agreed upon compensation to the Substitute Judge approved by the Mayor and City Council in consideration of the Substitute Judge's performance of Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be in the amount of four hundred and seventy-five dollars (\$475.00) per court session.
2. All of the Substitute Judge's required training and costs for associated travel specifically related to state law training requirements to perform as a municipal court judge shall be reimbursed by the City in accordance with the City's reimbursement protocols and applicable state law. Notwithstanding the foregoing, the City and Substitute Judge acknowledge and agree that the Substitute Judge shall be solely responsible for payment of any annual membership dues required to be an active member of the State Bar of Georgia and shall also be solely responsible for any additional continuing legal education training costs and expenses incurred by the Judge in attending any further training above and beyond the state law training requirements to perform as a municipal court judge.
3. The Substitute Judge's compensation may be increased, but not decreased, during the Judge's term of office.
4. The Substitute Judge's compensation shall be determined annually on January 1. This payment shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court, including compensation for the performance of all Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances.

SECTION 5: METHOD OF PAYMENT

Substitute Judge's Initials AB

1. The Substitute Judge appointed in the Municipal Court Judge's absence pursuant to Section 4.16 of the City's Charter, shall submit a worksheet/timesheet confirming the dates and times of the court sessions for which the Substitute Judge performed Services to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

SECTION 6: ACKNOWLEDGEMENT OF LACK OF BENEFITS

1. The Substitute Judge agrees and acknowledges that the Substitute Judge is not entitled to and will not be offered benefits of employment, including but not limited to a health care plan, a dental plan, a vision plan, paid leave time, and/or a retirement plan, including but not limited to the City's 401(a) plan and 457(b) plan.
2. The Substitute Judge further agrees and acknowledges that the Substitute Municipal Court Judge position is an exempt position as defined by the Fair Labor Standards Act, and the Substitute Judge is expected to perform the Services without regard for the number of hours worked.

SECTION 7: TERM OF AGREEMENT

1. The Substitute Judge's term of office and the term of this Agreement, unless otherwise terminated, shall be for a term to coincide with the term of the Municipal Court Judge, expiring on December 31, 2025.

SECTION 8: CONTRACT ADMINISTRATION AND NOTICES

1. This Agreement shall be administered by the City Administrator and/or designee on behalf of the City and by JAMES M. BENSAULT on behalf of the Substitute Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:
 - a. IF TO THE CITY: Chris Lagerbloom, City Administrator, 2 Park Plaza, Alpharetta, GA 30009; EMAIL: clagerbloom@alpharetta.ga.us
 - b. IF TO THE JUDGE: NAME OF Substitute JUDGE, ADDRESS; EMAIL

SECTION 9: TERMINATION OF AGREEMENT

This Agreement may be terminated during the Substitute Judge's term of office as follows:

Substitute Judge's Initials

APB

1. By the Substitute Judge, The Substitute Judge retains the right to terminate this agreement, at any time, by providing written notice a minimum of 60 days prior to effective date of termination, unless otherwise mutually agreed by the parties.
2. By the City, The City may only terminate this agreement in accordance with O.C.G.A. § 36-32-2.1 and/or the provisions of Sections 5.17 and 5.18 of the City's Charter.
3. Nothing in this Agreement shall affect the power and authority of the Judicial Qualifications Commission of Georgia to discipline, remove, or cause the involuntary retirement of the Substitute Municipal Court Judge in accordance with its rules and procedures.

SECTION 10: SEVERABILITY

1. Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect, as if both Parties have executed them after the expungement of the invalid provision.

SECTION 11: MODIFICATIONS AND SURVIVABILITY

1. No modification of the terms and conditions herein shall be binding unless evidenced in a subsequent writing which is signed by both the Substitute Judge and the City.
2. To the extent consistent with this Agreement, all representations, warranties, and post-termination obligations contained in this Agreement shall survive the expiration of the Term, or the termination, of this Agreement.

SECTION 12: REPRESENTATIONS AND WARRANTIES

1. The Substitute Judge hereby represents and warrants that, as of the date hereof, and continuing throughout the term of this Agreement, s/he are not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the services contemplated hereunder.
2. The Substitute Judge represents and warrants that, except as previously disclosed in writing to the City, the following are true: The Substitute Judges' law license, in any state or jurisdiction, has never been suspended, revoked, restricted, or deemed to be probationary.

Substitute Judge's Initials AB

3. The Substitute Judge warrants they have never been reprimanded, sanctioned, or disciplined by any licensing or accrediting bar, board, or discipline committee. A final judgement has never been entered against the Substitute Judge in a professional liability action, and no action, based on an allegation of professional liability or malpractice by the Substitute Judge, has ever been settled by payment to a Plaintiff, and, as of the date hereof, the Substitute Judge has not been the subject of any report or disclosure submitted to any State Bar authority.
4. The Substitute Judge warrants, agrees, and understands that they will comply with all requirements to maintain their law license in good standing, in all jurisdictions where they are admitted to the practice of law, including but not limited to, all state bar continuing legal education requirements and trainings, and those which are specific to and required for the performance of the duties of a Municipal Judge.

SECTION 13: ACKNOWLEDGEMENT OF JUDGE

1. I, the Substitute Judge, acknowledge, admit, and agree that the pay for my services is valuable, that the amount is reasonable, and is both bona fide and is designed to and does provide me with full compensation for all services under this Agreement.
2. I, the Substitute Judge, understand and further agree that, to the extent permitted by law, that I may use, operate, or possess City property, including but not limited to computers, computer systems and files, computer and computer system passwords and login information, and other electronic devices, under this Agreement, and I shall take reasonable actions and exercise due care to safeguard and protect all such City property in my use or possession, from damage or theft.
3. Upon termination of this Agreement, for any reason, I shall promptly return all City property to the City. If I fail to promptly return all City property to the City, the dollar amount of the City property that I fail to return may be deducted from my last paycheck and/or any other sums due to me by the City.
4. I, the Substitute Judge agree that, in the event such withholding is insufficient to repay the full amount I owe for failing to return City property, I will be responsible for repaying the difference between the amount deducted from my pay, and the amount I owe, in accordance with this Agreement.
5. I, the Substitute Judge, hereby represent and warrant that the performance of the terms of this Agreement will not breach any written or oral agreement entered into by the Substitute Judge with a former employer or with any other third party.

Substitute Judge's Initials AB

6. I, the Substitute Judge, have read this Agreement, understand its terms, freely, knowingly, and voluntarily enter into this Agreement without defect of mind, agree to all terms and conditions of this Agreement.

SECTION 14: HEADING TITLES and SECTION NUMBERS for CONVENIENCE ONLY

1. The descriptive headings, titles, sections, numbers, and paragraph letters in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15: GOVERNING LAW

1. This Agreement is to be governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Fulton County.

SECTION 16: EXECUTION IN COUNTERPARTS

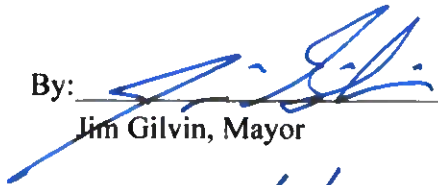
1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 17: ENTIRE AGREEMENT

1. There are no other written or oral understandings directly or indirectly related to this Agreement that are not set forth in the Agreement.
2. This Agreement is the entire Agreement among the Parties on the matters contained herein, and it may be modified only in a writing signed by the Parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked, extinguished, and waived.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: 

Jim Gilvin, Mayor

Date: 11/7/2022

Approved as to substance:

Substitute Judge's Initials AB



Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP


Molly N. Esswein, City Attorney

MUNICIPAL COURT JUDGE

By: 
(Printed Name _____), JAMES M. BENTALL
Substitute Municipal Court Judge

Date: 11/7/22

Substitute Judge's Initials 



STAFF REPORT

Department: Courts
Submitted By: Brooke Lappin
Meeting Date: December 8, 2025

AGENDA ITEM:

Substitute Municipal Court Judge Employment Agreement

Consideration of approval of an Employment Agreement by and between the City of Alpharetta, Georgia and Jared Mitnick, as Substitute Municipal Court Judge and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve an Employment Agreement by and between the City of Alpharetta, Georgia and Jared Mitnick, as Substitute Municipal Court Judge and with authorization for the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

In the event that a Municipal Court Judge for the City of Alpharetta is absent or recuses himself or herself, a substitute Judge shall be selected by the Court Clerk from a list approved by the City Council per Section 4.16 of the City Charter.

The Director of Municipal Court, Brooke Lappin, recommends adding Jared Mitnick to the list of approved substitute judges. If approved by the Council, the attached employment agreement would be executed by both Jared Mitnick and the Mayor.

ALTERNATIVES:

Do not approve the Employment Agreement with Jared Mitnick and recommend another individual to serve as substitute judge.

ATTACHMENTS:

1. Substitute Municipal Court Judge - Jared Mitnick
2. Jared Mitnick Resume

**EMPLOYMENT AGREEMENT WITH
SUBSTITUTE MUNICIPAL COURT JUDGE**

This Agreement, (the “Agreement”) by and between the City of Alpharetta Georgia, a municipal corporation, hereinafter referred to as the “City,” and Jared Mitnick, hereinafter referred to as the “Substitute Municipal Court Judge” or “Substitute Judge,” and together and collectively as “Parties” or individually as “Party” is as follows:

WHEREAS, the operation of the City requires a Substitute Municipal Court Judge; and

WHEREAS, in accordance with the City’s Charter, the City’s Code of Ordinances, and provisions of O.C.G.A. § 36-32-2, the City enters into this contract with said Substitute Judge; and

WHEREAS, the City recognizes that a Substitute Judge has a unique skill, education, training, and experience; and

WHEREAS, the Substitute Judge possesses the legal ability to practice law in the State of Georgia, and requisite legal knowledge, skill, and experience which are of particular value to the City; and

WHEREAS, the City Council has appointed Jared Mitnick to serve as Substitute Judge of the City’s Municipal Court in accordance with the City’s Charter and the City’s Code of Ordinances, and hereby memorializes the Substitute Judge’s appointment as a City employee through entry into this Employment Agreement; and

WHEREAS, the City Council has confirmed that appointment on the 8th day of December 2025; and

WHEREAS, Jared Mitnick has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide Services to the City as a Substitute Judge (with the “Services” further defined in Sections 2 and 3 of this Agreement); and

WHEREAS, Jared Mitnick understands this is a part-time as-needed position; and

WHEREAS, Jared Mitnick understands this Agreement involves overseeing court staff, who are employees of the City; and,

WHEREAS, in order to provide for the Services of the Substitute Judge of the Municipal Court of Alpharetta and to establish compensation for such Services, it is appropriate for the City to enter into this Agreement with the Substitute Municipal Court Judge for such Services.

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

Substitute Judge’s Initials _____

SECTION 1: TERM OF APPOINTMENT

1. Jared Mitnick accepts the appointment of Substitute Judge of the Municipal Court of the City, for a term to coincide with the term of the Municipal Court Judge, expiring on December 31, 2027, unless earlier terminated, as described below.
2. The Substitute Judge shall be subject to the eligibility requirements set forth in the City's Charter, as may be modified currently or in the future by qualifications enumerated in the City's Code of Ordinances, and remain, an attorney admitted to practice law in the State of Georgia. The Substitute Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements under state law. The Substitute Judge shall immediately report to the City Council any change affecting their membership in good standing in the State Bar of Georgia and any training deficiencies.

SECTION 2: SCOPE OF SERVICES

1. The Substitute Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court, including but not limited to the duties set forth in Section 4.13 of the City's Charter and subject to all requirements of the Georgia Constitution, the Official Code of Georgia, the Georgia Code of Judicial Conduct, the Uniform Municipal Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.
2. In addition, the Substitute Judge shall act in accordance with any published opinions of the Judicial Qualifications Commission of Georgia and the terms of any applicable Judicial Emergency Order. The Substitute Judge shall preside over all pre-trial conferences, cases, trials, and hearings, subject to the provisions set forth in Section 4.16 of the City's Charter pertaining to the appointment of any substitute judge, part-time judge, full-time judge, or stand-by judge as may be required. The Services that the Substitute Judge shall perform shall also include the duties and responsibilities described in Section 3.
3. The Substitute Judge shall, at all times, faithfully, and to the best of their ability, administer activities of the court, assign, and hear all cases and fulfill obligations of the Court as established by the City's Charter and subject to all State or local laws, rules, statutes, regulations, and City ordinances.
4. The Substitute Judge hereby acknowledges receipt of a copy of the Municipal Court Judge's Employment Agreement (the "Municipal Court Judge's Employment Agreement"), which is incorporated herein by reference, agrees to be subject to all terms and conditions of the Municipal Court Judge's Employment Agreement in performing

Substitute Judge's Initials _____

Services in the Municipal Court Judge's absence, and by virtue of the Substitute Judge's execution of this Agreement, agrees to comply with the terms and conditions of the Municipal Court Judge's Employment Agreement in performing Services in the Municipal Court Judge's absence.

SECTION 3: JUDICIAL INDEPENDENCE AND ADMINISTRATION

1. The City recognizes that the Substitute Judge has obtained a high level of skill and shall use their independent judgment, education, training, and experience to perform the services under this Agreement in accordance with judicial standards.
2. Accordingly, the Substitute Judge, appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter, is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a Substitute Judge when performing judicial duties.
3. The Substitute Judge appointed in the Municipal Court Judge's absence pursuant to Section 4.16 of the City's Charter, is solely responsible for judicial decisions in the performance of the powers and authority vested in the jurisdiction of the Municipal Court, including all powers set forth in Section 4.13 of the City's Charter.
4. Judicial decisions include, but are not limited to, the decisions and authority set forth in Section 4.13 of the City's Charter, including but not limited to the authority related to trial and punishment for violations of City ordinances and such other offenses as allowed and provided by state law, punishment of individuals by contempt, determinations as to types of punishment in individual cases (whether by fine or imprisonment, or both, or alternative sentencing as now or hereafter provided by law), establishment of bail and recognizances (including discretionary authority on acceptance of cash or personal property or real property as surety for the appearance of persons charged with violations), authority to bind prisoners over to the appropriate court upon probable cause determinations regarding a violation of state law or to bind over defendants requesting a jury trial to state court, authority to compel the production of evidence, authority to enforce obedience to the Substitute Judge's orders, judgments, and sentences, authority to compel the presence of parties necessary to proper disposal of each case, determination of financial ability, determination of conditions of probation, determination of liability, determination of eligibility for indigent defense, and determination of alternatives to monetary penalties, including community service and penalty or fine reductions.
5. Furthermore, the Substitute Judge is responsible for doing the following:
 - a. In accordance with standards established by the Municipal Court Judge, the Substitute Judge directs and controls the proceedings and personnel involved in court hearings

Substitute Judge's Initials _____

and trials including prosecuting and defense attorneys, defendants, witnesses, court clerks and others and presides over a variety of Municipal Court hearings and trials within the jurisdiction of the Municipal Court in accordance with Georgia State law.

- b. Presides over and adjudicates court and bench trials, pretrials, motions, plea hearings, arraignments, post-conviction reviews and other hearings.
- c. Responds to requests for search and arrest warrants by City law enforcement officers. Reviews affidavits for sufficiency of facts and determination of the existence of probable cause to issue search and arrest warrants. Determines if the objects of search warrants are appropriate, if the warrants are being requested in a timely manner, and if the scope of each warrant is appropriate.
- d. Research legal issues and maintains current knowledge of legislative changes impacting Municipal Court procedures.
- e. Hears, tries, and adjudicates a variety of misdemeanor cases related to criminal, traffic, school zone speed cameras and parking and other violations including mitigation and contested hearings.
- f. Hears and weighs testimony and evidence presented to determine appropriate verdict of guilty or not guilty; imposes just sentences and penalties as prescribed by law; utilizes remedial and community service programs as appropriate.
- g. Conducts first appearance hearings/arraignments and bond hearings at the jail as needed.
- h. Conducts court sessions during the calendar year in accordance with the Municipal Court's schedule for the convening of court sessions.
- i. In the absence of the Municipal Court Judge, the Substitute Judge shall be on call to perform Services as required, which may at times fall on weekends, holidays or other periods of time during the week outside of the ordinary times the Municipal Court convenes its court sessions.
 - i. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she is required to be responsible for conducting bond hearings at the jail as needed when court is not in session.
 - ii. On the occasions that the Substitute Judge is required to stand in for the Municipal

Court Judge, he/she is required to attend the City's scheduled court sessions. The frequency and schedule of the court sessions may be subject to change based on the operational needs of the City's Municipal Court, but currently, the Municipal Court convenes approximately two court sessions on Tuesdays, two court sessions on Wednesdays, and two court sessions on Thursdays.

- j. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she may be required to communicate with a variety of City departments including legal, police, fire, public works, and others regarding court cases, complaints, and other issues.
 - k. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she is required, as needed, to notify the City of any Judicial Emergency Orders and any actions required to comply with such Orders.
 - l. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she may be required to communicate with various community agencies and County offices regarding probation, specific referrals, driving records, domestic violence cases, common defendants, and treatment programs available for mental health and alcohol problems.
 - m. Speaks to community groups and presides at ceremonial functions as requested; administers oaths of office and other duties prescribed by law.
6. The Court Clerk and all represented court staff are City employees subject to the City's rules and regulations, including the City's personnel rules and regulations. However, the Court Clerk and all court staff are subject to the Substitute Judge's direction and control in the absence of the Municipal Court Judge when performing duties for the City's Municipal Court. The salaries or compensation, benefits, hours of work and working conditions of the Court Clerk and all court staff shall be established by the City. The Substitute Judge understands that the Court Clerk and all court staff adhere to the same applicable personnel policies as other City employees. The Substitute Judge further understands and agrees that the terms and conditions of this Agreement control over any City personnel policies, rules and regulations with respect to the existence or lack thereof of any employment benefits applicable to the Substitute Municipal Court Judge
7. The Parties agree that the Substitute Judge will participate, as needed, in the review and amendment of any personnel rules and regulations to ensure that they recognize the unique nature of court employment and the Substitute Judge's responsibilities with respect to court employees. The Substitute Judge acknowledges the Court Clerk may perform other duties

for the City that are not in conflict with the separation of powers. In the absence of the Municipal Court Judge, the Substitute Judge will confer with the City Administrator to coordinate administrative activities concerning City procedures, policies, and the budget, in an effort to retain and insure consistency and common practices throughout the City.

SECTION 4: COMPENSATION

The Substitute Judge's compensation for Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be established from time to time by the Mayor and City Council as part of the annual budget process, with the current compensation for the Substitute Judge's Services being in the amount further set forth below:

1. The agreed upon compensation to the Substitute Judge approved by the Mayor and City Council in consideration of the Substitute Judge's performance of Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be in the amount of four hundred and seventy-five dollars (\$475.00) per court session.
2. All of the Substitute Judge's required training and costs for associated travel specifically related to state law training requirements to perform as a municipal court judge shall be reimbursed by the City in accordance with the City's reimbursement protocols and applicable state law. Notwithstanding the foregoing, the City and Substitute Judge acknowledge and agree that the Substitute Judge shall be solely responsible for payment of any annual membership dues required to be an active member of the State Bar of Georgia and shall also be solely responsible for any additional continuing legal education training costs and expenses incurred by the Judge in attending any further training above and beyond the state law training requirements to perform as a municipal court judge.
3. The Substitute Judge's compensation may be increased, but not decreased, during the Judge's term of office.
4. The Substitute Judge's compensation shall be determined annually on January 1. This payment shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court, including compensation for the performance of all Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances.
5. The Substitute Judge shall alternate every other week with the Municipal Court Judge to visit and service the jail. For each such week of service at the jail, the Substitute Municipal Court Judge shall be paid the same as a court session at the rate of \$475.00. In the event that the Substitute Municipal Court Judge does not conduct their regularly scheduled jail session, in full, then the Substitute Municipal Court Judge will be paid for the portion of

the session which they did conduct, on a pro-rata basis, and the Municipal Court Judge shall conduct the remainder of the session and be paid pro-rata.

SECTION 5: METHOD OF PAYMENT

1. The Substitute Judge appointed in the Municipal Court Judge's absence pursuant to Section 4.16 of the City's Charter, shall submit a worksheet/timesheet confirming the dates and times of the court sessions for which the Substitute Judge performed Services to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

SECTION 6: ACKNOWLEDGEMENT OF LACK OF BENEFITS

1. The Substitute Judge agrees and acknowledges that the Substitute Judge is not entitled to and will not be offered benefits of employment, including but not limited to a health care plan, a dental plan, a vision plan, paid leave time, and/or a retirement plan, including but not limited to the City's 401(a) plan and 457(b) plan.
2. The Substitute Judge further agrees and acknowledges that the Substitute Municipal Court Judge position is an exempt position as defined by the Fair Labor Standards Act, and the Substitute Judge is expected to perform the Services without regard for the number of hours worked.

SECTION 7: TERM OF AGREEMENT

1. The Substitute Judge's term of office and the term of this Agreement, unless otherwise terminated, shall be for a term to coincide with the term of the Municipal Court Judge, expiring on December 31, 2027.

SECTION 8: CONTRACT ADMINISTRATION AND NOTICES

1. This Agreement shall be administered by the City Administrator and/or designee on behalf of the City and by Jared Mitnick on behalf of the Substitute Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:
 - a. IF TO THE CITY: Chris Lagerbloom, City Administrator, 2 Park Plaza, Alpharetta, GA 30009; EMAIL: clagerbloom@alpharetta.ga.us
 - b. IF TO THE JUDGE: Jared Mitnick, Mitnick & Howard Law, LLC, 3180 North Point Parkway, Suite 103, Alpharetta, GA 30005; EMAIL: jmitnick@mitnicklaw.com

SECTION 9: TERMINATION OF AGREEMENT

This Agreement may be terminated during the Substitute Judge's term of office as follows:

1. By the Substitute Judge, The Substitute Judge retains the right to terminate this agreement, at any time, by providing written notice a minimum of 60 days prior to effective date of termination, unless otherwise mutually agreed by the parties.
2. By the City, The City may only terminate this agreement in accordance with O.C.G.A. § 36-32-2.1 and/or the provisions of Sections 5.17 and 5.18 of the City's Charter.
3. Nothing in this Agreement shall affect the power and authority of the Judicial Qualifications Commission of Georgia to discipline, remove, or cause the involuntary retirement of the Substitute Municipal Court Judge in accordance with its rules and procedures.

SECTION 10: SEVERABILITY

1. Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect, as if both Parties have executed them after the expungement of the invalid provision.

SECTION 11: MODIFICATIONS AND SURVIVABILITY

1. No modification of the terms and conditions herein shall be binding unless evidenced in a subsequent writing which is signed by both the Substitute Judge and the City.
2. To the extent consistent with this Agreement, all representations, warranties, and post-termination obligations contained in this Agreement shall survive the expiration of the Term, or the termination, of this Agreement.

SECTION 12: REPRESENTATIONS AND WARRANTIES

1. The Substitute Judge hereby represents and warrants that, as of the date hereof, and continuing throughout the term of this Agreement, s/he are not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the services contemplated hereunder.
2. The Substitute Judge represents and warrants that, except as previously disclosed in writing to the City, the following are true: The Substitute Judges' law license, in any state

or jurisdiction, has never been suspended, revoked, restricted, or deemed to be probationary.

3. The Substitute Judge warrants they have never been reprimanded, sanctioned, or disciplined by any licensing or accrediting bar, board, or discipline committee. A final judgement has never been entered against the Substitute Judge in a professional liability action, and no action, based on an allegation of professional liability or malpractice by the Substitute Judge, has ever been settled by payment to a Plaintiff, and, as of the date hereof, the Substitute Judge has not been the subject of any report or disclosure submitted to any State Bar authority.
4. The Substitute Judge warrants, agrees, and understands that they will comply with all requirements to maintain their law license in good standing, in all jurisdictions where they are admitted to the practice of law, including but not limited to, all state bar continuing legal education requirements and trainings, and those which are specific to and required for the performance of the duties of a Municipal Judge.

SECTION 13: ACKNOWLEDGEMENT OF JUDGE

1. I, the Substitute Judge, acknowledge, admit, and agree that the pay for my services is valuable, that the amount is reasonable, and is both bona fide and is designed to and does provide me with full compensation for all services under this Agreement.
2. I, the Substitute Judge, understand and further agree that, to the extent permitted by law, that I may use, operate, or possess City property, including but not limited to computers, computer systems and files, computer and computer system passwords and login information, and other electronic devices, under this Agreement, and I shall take reasonable actions and exercise due care to safeguard and protect all such City property in my use or possession, from damage or theft.
3. Upon termination of this Agreement, for any reason, I shall promptly return all City property to the City. If I fail to promptly return all City property to the City, the dollar amount of the City property that I fail to return may be deducted from my last paycheck and/or any other sums due to me by the City.
4. I, the Substitute Judge agree that, in the event such withholding is insufficient to repay the full amount I owe for failing to return City property, I will be responsible for repaying the difference between the amount deducted from my pay, and the amount I owe, in accordance with this Agreement.

5. I, the Substitute Judge, hereby represent and warrant that the performance of the terms of this Agreement will not breach any written or oral agreement entered into by the Substitute Judge with a former employer or with any other third party.
6. I, the Substitute Judge, have read this Agreement, understand its terms, freely, knowingly, and voluntarily enter into this Agreement without defect of mind, agree to all terms and conditions of this Agreement.

SECTION 14: HEADING TITLES and SECTION NUMBERS for CONVENIENCE ONLY

1. The descriptive headings, titles, sections, numbers, and paragraph letters in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15: GOVERNING LAW

1. This Agreement is to be governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Fulton County.

SECTION 16: EXECUTION IN COUNTERPARTS

1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 17: ENTIRE AGREEMENT

1. There are no other written or oral understandings directly or indirectly related to this Agreement that are not set forth in the Agreement.
2. This Agreement is the entire Agreement among the Parties on the matters contained herein, and it may be modified only in a writing signed by the Parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked, extinguished, and waived.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Substitute Judge's Initials _____

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

City Attorney

MUNICIPAL COURT JUDGE

By: _____

Jared Mitnick

Substitute Municipal Court Judge

Date: _____

Substitute Judge's Initials _____

JARED MITNICK

3180 North Point Pkwy • Suite 103 • Alpharetta, GA 30005

Phone: 770-408-7000 • Email: jmitnick@mitnicklaw.com

PROFESSIONAL EXPERIENCE

- Mitnick & Howard Law – Alpharetta, GA

Partner / Owner | 2020 – Present

- Lead and manage firm operations, strategy, and case oversight
- Represent clients in civil and criminal matters
- Oversee litigation, negotiations, and trial preparation
- Provide leadership, mentorship, and supervision of attorneys and staff

- Alpharetta Municipal Court – Alpharetta, GA

Part-Time Municipal Court Judge | 2021 – Present

- Preside over municipal hearings and court proceedings
- Apply judicial discretion to adjudicate cases and enforce local ordinances
- Ensure due process and court efficiency

- Milton Municipal Court – Milton, GA

Part-Time Municipal Court Judge | 2021 – Present

- Conduct hearings, impose sentencing, and interpret applicable statutes
- Maintain judicial integrity and uphold court procedures

- Daniel Mitnick & Associates – Alpharetta, GA

Associate Attorney | 2008 – 2019

- Handled civil and criminal litigation matters
- Drafted pleadings, conducted discovery, and represented clients in court
- Assisted in case strategy and settlement negotiations

EDUCATION

University of Georgia School of Law – Athens, GA

Juris Doctor | 2005 – 2008

University of Georgia – Athens, GA

Bachelor of Science in Economics | 2001 – 2005



STAFF REPORT

Department: Courts
Submitted By: Kelsie Mattox
Meeting Date: December 8, 2025

AGENDA ITEM:

Substitute Solicitor Employment Agreements

Consideration of approval of Employment Agreements by and between the City of Alpharetta, Georgia and Kianna Chennault, Kenneth Mitchell, Jr., and Thomas Elijah Francis to serve as Substitute City Solicitors.

STAFF RECOMMENDATION:

Approve employment agreements by and between the City of Alpharetta, Georgia and Kianna Chennault, Kenneth Mitchell, Jr., and Thomas Elijah Francis to serve as Substitute City Solicitors.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

The City of Alpharetta appointed and employs a Municipal Court Solicitor, Kelsie Mattox Speight, and in her absence, the operation of the Court requires the need of a substitute solicitor. Section 4.20 of Article IV of the Charter of the City of Alpharetta, Georgia, dictates that if the City Solicitor is absent or is disabled, an assistant solicitor or in the absence of an assistant solicitor, a substitute solicitor shall be selected to serve as the City Solicitor. Further, the list of substitute solicitors must be approved by the Mayor and City Council.

Kelsie Speight interviewed Kianna Chennault, Kenneth Mitchell, Jr., and Thomas Elijah Francis, who are not only in good standing with the State Bar of Georgia, but also believes that they would be excellent substitute solicitors, in the event that one may be needed in the future.

If approved, these employment agreements would allow Kianna Chennault, Kenneth Mitchell, Jr., and Thomas Elijah Francis to fill in as City Solicitor, if and when needed. Further, these individuals would be sworn in at the January 5, 2026 City Council meeting.

ALTERNATIVES:

Do not approve the employment agreements and appoint other attorneys to serve as substitute solicitors.

ATTACHMENTS:

1. Kianna Chennault Resume
2. Kenneth Mitchell Jr. Resume
3. Eli Francis Resume
4. Substitute Solicitor Agreement - Kianna Chennault

5. Substitute Solicitor Agreement - Kenneth Mitchell Jr
6. Substitute Solicitor Agreement - Thomas Elijah Francis

Kianna Chennault, ESQ.

375 Hunnicutt Road, SE, Mableton, Georgia 30126 • 678-532-1356 • Kianna@chennaultlaw.com

EXPERIENCE

Chennault Legal and Consulting Group, Atlanta, GA

Managing Attorney, January 2021 to present

- Teaching and advising entrepreneurs on legal business formations
- Performing case research and conducting discovery
- Drafting, reviewing, negotiating and interpreting legal contracts
- Leading and facilitating community discussions about constitutional rights
- Representing plaintiffs in civil rights matters, specifically 1983 litigation
- Effectively litigating on behalf of clients in criminal and civil court proceedings
- Representing plaintiff in Title VII employment discrimination disputes
- Managing and supervising a team of attorneys and legal staff
- Conducting and preparing for hearings and trials, including pretrial motions and discovery

Internal Revenue Service (IRS), Office of Chief Counsel, Atlanta GA

Senior Tax Attorney, August 2022 to present

- Litigated tax cases on behalf of the IRS in the US Tax Court
- Analyzed, interpreted, and applied applicable US tax law
- Advised IRS employees on applicable tax policy
- Drafted, reviewed, and negotiated tax settlements
- Wrote and filed answers and relevant motions/responses
- Prepared and conducted trials, including pre-trial motions and discovery and post-trial briefing

Fulton County District Attorney's Office, Atlanta, GA

Assistant District Attorney, November 2018 to December 2020

- Managed and litigated a caseload of 150-275 criminal cases; litigated over 1,000 cases
- Produced and dispersed written discovery; draft and respond to motions
- Negotiated case outcomes with opposing counsel; Interview and prepare victims for court proceedings
- Initiated jury trials as necessary
- Assisted in litigation of trials as a co-counsel and provided feedback to lead counsel
- Drafted and reviewed criminal indictments; prepared over 400 indictments/accusations
- Argued bond hearings and proposed bond recommendations
- Conducted preliminary and probation revocation hearings; conducted nearly 100 preliminary hearings
- Wrote and filed relevant motions, petitions, and responses
- Collected evidence from and conducted interviews with law enforcement officials
- Supervised assigned investigator, legal assistant, and victim witness advocate

U.S. District Court, Northern District of Georgia, Atlanta, GA

Law Clerk for the Honorable Linda T. Walker, Chief Magistrate Judge, October 2017 to August 2018

- Drafted opinions and orders on civil matters, including on issues of Title VII of the Civil Rights Act of 1964 (as amended), the American with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act (EPA), the Family and Medical Leave Act (FMLA), wrongful foreclosure, and Social Security
- Resolved pretrial discovery disputes; managed one-half of Judge's civil caseload
- Conducted daily legal research and writing
- Worked cooperatively with chambers staff and court personnel

U.S. District Court, Northern District of Georgia, Atlanta, GA

Law Clerk Extern for the Honorable Leigh Martin May, August 2016 to December 2016

- Researched pertinent issues in federal case law; Drafted judicial orders for review and acceptance of Judge
- Held meetings with Supervising Attorney and Judge to discuss legal issues

Lockheed Martin Aeronautics, Marietta, GA

Government Security Representative, Top Secret Clearance, September 2009 to August 2014

- Investigated security infractions/violations; questioned witnesses, analyzed relevant documentation, and drafted final reports; provided recommendations to prevent future infractions
- Performed annual audit of secure areas and classified documents in preparation for inspections; Interviewed and briefed cleared employees to confirm compliance with government regulations; routinely led meetings

ADDITIONAL INFORMATION

Global Community Mothers in Law and Know-how, Co-founder

Languages: English and Spanish

Admitted to Practice: Georgia State courts, United States Northern District Court of Georgia

Bar Admission: Georgia (2017)

Technical Skills: Legal Research and Writing, Case Management Software

EDUCATION

Georgia State University College of Law, Atlanta, GA

Juris Doctor, May 2017, Top 33%, Law Review Board Member

Honors: Recipient of Merit Based Atlanta Law Fellowship, Graduate Teaching Assistant for Contracts (2 years)

Kennesaw State University, Kennesaw, GA

Masters of Public Administration, May 2012, *Cum Laude*

Howard University, Washington, DC

Bachelor of Science in Psychology, Bachelor of Arts in Criminal Justice, May 2009, *Cum Laude*

Kenneth Mitchell, Jr.

6204 Stonelake Drive SW, Atlanta, Georgia, 30331 • (404)234-3348 • kmitchell@gmpclaw.com

EDUCATION

American University Washington College of Law, Washington, D.C.,
Juris Doctor, May 2015

Georgetown University, Washington, D.C.
Master of Arts, Social and Public Policy, May 2012

Georgetown University, Washington, D.C.
Bachelor of Arts, Government and English, May 2009

BAR ADMISSIONS

State of Georgia, June 2016
U.S. District Court for the Northern District of Georgia, June 2016
Georgia Court of Appeals, 2017
Supreme Court of Georgia, 2017
Supreme Court of United States, 2020

BAR ASSOCIATIONS

State Bar of Georgia, **Executive Officer** 2023-present; 2024-25 Young Lawyer's Division President, 2023-24 YLD President-elect, 2022-23 YLD Treasurer, 2021-22 YLD Secretary
Atlanta Bar Association, 2017- present; 2020-21 Criminal Section Chair, 2022-23 Board Member
Gate City Bar Association, 2016- present

EXPERIENCE

Giddens, Mitchell, & Associates, P.C., Atlanta, GA
Partner, April 2025-present

- Litigation Partner providing representation for criminal defense and business litigation clients.

Cobb County Solicitor General's Office, Marietta, GA
Chief Deputy Assistant Solicitor General, June 2024-March 2025

- Supervised all 28 attorneys and managed all misdemeanor and traffic prosecutions in Cobb County State Court.
- Work directly with Solicitor General to advance projects aimed at enhancing the efficiency of the Office.

Giddens, Mitchell, & Associates, P.C., Atlanta, GA
Partner, August 2022-May 2024

- Litigation Partner managing criminal defense and business litigation workload from the inception of matter through final adjudication in Georgia State Trial and Appellate courts.
- Experience representing criminal defense clients involving serious misdemeanors and felonies.

Johnson & Freeman, LLC, Atlanta, GA
Associate, March 2021-August 2022

- Provided representation for businesses and governments during each phase of the civil litigation process.
- Defended breach of contract, licensing agreements, commercial evictions, employment-related agreements, and fraud cases.

Fulton County District Attorney's Office., Atlanta, GA
Chief Senior Assistant District Attorney, August 2016-March 2021

- Represented the State of Georgia as "first chair" in several bench and jury trials, pre-trial motions, and bond hearings.
- Experience with prosecuting homicides, complex felonies, sex crimes, and drug offenses.

T. Elijah Francis

8566 Cumming Highway
Canton, GA 30115

(404) 313-2095

elifrancis56@gmail.com

EDUCATION

Mercer University School of Law

Macon, GA

Juris Doctor Honors: Cum Laude

May 2022

Activities: Mercer Law Defense Attorneys Association, President; Pi Alpha Delta, Member; Phi Delta Phi Honors Society, Member and Former Executive Chair; Middle Georgia Justice, Volunteer

Augusta University

Augusta, GA

Bachelor of Arts, Political Science & Criminal Justice

Aug. 2018

GPA: 3.14/4.0; Concentration in legal affairs

Honors: President's List Honoree; Dean's List Honoree; Honor Society Member, both programs; HOPE Scholar and Mar-Jac Poultry Scholarship recipient

Activities: Delta Chi Risk Management & Fundraising Chair (managed insurance policy and financial system); Pre-Law Club, Member; Student Government Association, Member; Jaguar Miracle, Member

EXPERIENCE

Teague Law: The Josh Teague Firm, LLC

Ellijay, GA

Associate Attorney,

Jan. 2024- Present

An associate who runs his own criminal defense practice and civil practice.

Hobson & Hobson, PC

Marietta, GA

Associate Attorney,

May 2023- Dec. 2023

An associate who ran his own cases specializing in high-income and contested divorce, custody, and other family law matters.

Miles Hansford & Tallant, LLC

Cumming, GA

Associate Attorney

Aug. 2022- May 2023

Participated as a utility associate, working in 5 separate practice areas and maintaining a case load in each; the areas of practice being: (1) land use litigation (specifically water runoff and eminent domain cases), (2) domestic litigation (specifically contested divorce, contested modification of alimony and child custody, contested Temporary Protective Order), (3) administrative business license (specifically contested conditional alcohol licenses), (4) criminal defense litigation (specifically probation revocations, habitual violator, and super speeder), (5) rezoning administrative process (specifically contested rezonings)

Flint, Connolly, and Walker, LLP

Canton, GA

Law Clerk

Jan. 2022-April 2022

Draft motions dealing with civil and business litigation; Effectively drafting numerous real property deeds; Handling numerous nonprofit corporations from the stage of incorporation until dissolution; Managing multiple clients at the same time across multiple areas of law from corporate governance to civil litigation.

Teague Law: The Josh Teague Firm, LLC

Ellijay, GA

Law Clerk

Nov. 2020- Nov. 2021

Draft motions dealing with criminal, family, and civil cases; Effectively and efficiently perform a variety of administrative and legal research duties meeting high content standards; Manage multiple clients at the same time from start to finish while maintaining a large case load.

COMMUNITY INVOLVEMENT

Augusta University Hospital, Oak Grove Baptist Church, Habitat for Humanity, Hightower Church Association, Cancer Survivor & Jimmy V Foundation, Freedom Fidos

**EMPLOYMENT AGREEMENT WITH
SUBSTITUTE MUNICIPAL COURT SOLICITOR**

This Employment Agreement, (the “Agreement”) by and between the City of Alpharetta Georgia, a municipal corporation, hereinafter referred to as the “City,” and Kianna Chennault, hereinafter referred to as the “Substitute Municipal Court Solicitor ” or “Substitute Solicitor”, and together and collectively as “Parties” or individually as “Party” is as follows:

WHEREAS, consistent with that certain Intergovernmental Agreement Between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk Services dated May 24, 2021, as amended in April 2022 and re-titled as Intergovernmental Agreement Between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk and Court Solicitor Services and Court Solicitor Services (collectively, the “Municipal Court Facilities/Services IGA”), the City has appointed and employs a Municipal Court Solicitor (the “Municipal Court Solicitor”) who performs shared legal services in accordance with the Municipal Court Facilities/Services IGA in the Alpharetta Municipal Court and the Milton Municipal Court; and

WHEREAS, the operation of the Alpharetta Municipal Court requires a Substitute Solicitor in the event of the absence of the Municipal Court Solicitor; and

WHEREAS, in accordance with the City’s Charter, the City’s Code of Ordinances, provisions of Title 15, Chapter 18, Article 5 of the Official Code of Georgia Annotated, including but not limited to provisions of O.C.G.A. § 15-18-92, the City enters into this Agreement with said Substitute Solicitor; and

WHEREAS, the City recognizes that a Substitute Solicitor has a unique skill, education, training, and experience; and

WHEREAS, the Substitute Solicitor possesses the legal ability to practice law in the State of Georgia, and requisite legal knowledge, skill, and experience which are of particular value to the City; and

WHEREAS, the City Council has appointed Kianna Chennault to serve as Substitute Solicitor for the Alpharetta Municipal Court in accordance with the City’s Charter and the City’s Code of Ordinances, and hereby memorializes the Substitute Solicitors’ appointment as a City employee through entry into this Agreement; and

WHEREAS, the City Council has confirmed that appointment on the ____ day of _____, 20____; and

WHEREAS, Kianna Chennault has accepted the appointment and confirmation of employment and desires to enter into this Agreement with the City to provide Services to the City as a Substitute Solicitor (with the “Services” further defined in Sections 2 and 3 of this Agreement); and

Substitute Solicitor’s Initials _____

WHEREAS, Kianna Chennault understands this is a part-time as-needed position; and

WHEREAS, in order to provide for the Services of the Substitute Solicitor applicable to the Alpharetta Municipal Court and to establish compensation for such Services, it is appropriate for the City to enter into this Agreement with the Substitute Solicitor for such Services.

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

SECTION 1: EFFECTIVE DATE AND TERM OF EMPLOYMENT

1. Kianna Chennault accepts the appointment of employment as Substitute Solicitor for the Alpharetta Municipal Court, effective on the ____ day of _____, 20____. The Substitute Solicitor shall be a part-time, at-will employee of the City whose employment is for an indefinite period with no fixed term. The Substitute Solicitor's employment pursuant to this Agreement may be terminated by the Parties at any time and for any or no reason with or without cause, subject only to the notice of termination provisions set forth in Section 8 of this Agreement.
2. The Substitute Solicitor shall be subject to the eligibility requirements set forth in the City's Charter, as may be modified currently or in the future by qualifications enumerated in the City's Code of Ordinances, and remain, an attorney admitted to practice law in the State of Georgia. The Substitute Solicitor must comply with all other requirements for service as a Solicitor in a lawfully constituted Municipal Court, including but not limited to complying with all training requirements under state law. The Substitute Solicitor shall immediately report to the City Council any change affecting their membership in good standing in the State Bar of Georgia and any training deficiencies.

SECTION 2: SCOPE OF SERVICES

1. The Substitute Solicitor shall perform all duties in the Alpharetta Municipal Court legally prescribed for a Solicitor of a lawfully constituted Municipal Court, including but not limited to the duties set forth in Section 4.19 of the City's Charter and subject to all requirements of the Georgia Constitution, the Official Code of Georgia, the Georgia Rules of Professional Conduct, the Uniform Municipal Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.
2. The Substitute Solicitor shall investigate, prepare, prosecute, or otherwise dispose of all violations of state criminal statutes or City ordinances as may be properly brought before the Alpharetta Municipal Court. In addition, any appeals taken by persons aggrieved with court decisions of the Alpharetta Municipal Court shall be defended by the Substitute Solicitor as may be necessary and subject to the provisions set forth in Section 4.19 and 4.20 of the City's Charter. The Services that the Substitute Solicitor shall perform under this Agreement shall also include the duties and responsibilities applicable to the Alpharetta Municipal Court described in the job description of the Municipal Court Solicitor, a copy of which is attached hereto as Exhibit "A" and incorporated herein by

Substitute Solicitor's Initials _____

reference. Notwithstanding the foregoing, the Services agreed to be performed by the Substitute Solicitor applicable to the Alpharetta Municipal Court shall not include the investigation, preparation, prosecution and/or litigation of cases that have been bound over to a state court of competent jurisdiction for the conducting of a jury trial.

3. The Substitute Solicitor shall, at all times, honestly and faithfully, discharge the duties of said position to the best of their skill, knowledge, and ability without fear, favor, or partiality to any party, and as established by the City's Charter and subject to all State or local laws, rules, statutes, regulations, and City ordinances.

SECTION 3: PROSECUTORIAL INDEPENDENCE AND ADMINISTRATION

1. The City recognizes that the Substitute Solicitor has obtained a high level of skill and shall use their independent judgment, education, training, and experience to perform the Services under this Agreement in accordance with legal standards.
2. Accordingly, the Substitute Solicitor, appointed in the Municipal Court Solicitor's absence pursuant to Section 4.20 of the City's Charter, is independent from the City when performing prosecutorial responsibilities and nothing contained herein shall be construed to interfere with a Substitute Solicitor when performing prosecutorial duties.
3. The Substitute Solicitor appointed in the Municipal Court Solicitors' absence pursuant to Section 4.20 of the City's Charter, is solely responsible for prosecutorial decisions in the performance of the duties vested in the Municipal Court Solicitor, including all duties set forth in Section 4.19 of the City's Charter.
4. Prosecutorial decisions include, but are not limited to, the decisions and authority set forth in Section 4.19 of the City's Charter, including but not limited to decisions and authority related to pursuit of trial or alternative disposition for violations of City ordinances and such other offenses as provided by state law within the jurisdiction of the Alpharetta Municipal Court.
5. The Substitute Solicitor, in the absence of the Municipal Court Solicitor and in accordance with standards established by the Municipal Court Solicitor, shall have the duty and authority to represent the City in performing the duties and responsibilities applicable to the Alpharetta Municipal Court enumerated in O.C.G.A. § 15-18-96.
6. All Municipal Court staff that provide support to the Municipal Court Solicitor are City employees subject to the City's rules and regulations, including the City's personnel rules and regulations. However, in the absence of the Municipal Court Solicitor, the Municipal Court staff are subject to the Substitute Solicitor's direction in relation to the Substitute Solicitor's performance of Services applicable to the Alpharetta Municipal Court under this Agreement. The salaries or compensation, benefits, hours of work and working conditions of the Municipal Court staff shall be established by the City. The Substitute Solicitor understands that all Municipal Court staff adhere to the same applicable personnel

policies as other City employees. The Substitute Solicitor further understands and agrees that the terms and conditions of this Agreement control over any City personnel policies, rules, and regulations with respect to the existence or lack thereof of any employment benefits applicable to the Substitute Solicitor.

7. The Parties agree that in the absence of the Municipal Court Solicitor, the Substitute Solicitor will participate, to the extent needed and requested by the City Administrator, in the review and amendment of any personnel rules and regulations to ensure that they recognize the unique nature of court employment and the Substitute Solicitor's responsibilities with respect to the Municipal Court staff. The Substitute Solicitor acknowledges that the Municipal Court staff may perform other duties for the City that are not in conflict with the separation of powers.

SECTION 4: COMPENSATION

The Substitute Solicitor's compensation for Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be established from time to time by the Mayor and City Council as part of the annual budget process, with the current compensation for the Substitute Solicitor's Services being in the amount further set forth below:

1. The agreed upon compensation to the Substitute Solicitor approved by the Mayor and City Council in consideration of the Substitute Solicitor's performance of Services applicable to the Alpharetta Municipal Court as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be \$300.00 per court session. This payment shall constitute compensation for all responsibilities and duties in the administration of the office of the Municipal Court Solicitor applicable to the Alpharetta Municipal Court in the Municipal Court Solicitor's absence, including compensation for the performance of all Services applicable to the Alpharetta Municipal Court as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances.
2. All of the Substitute Solicitor's required training and costs for associated travel specifically related to state law training requirements to perform in the absence of the Municipal Court Solicitor shall be reimbursed by the City only when approved in advance by the City Administrator or the City Solicitor. Priority for training shall be given to locations close in proximity to the City (for example, if a training is available in Atlanta and the same training is available in Savannah, the City will cover the expense to Atlanta, not Savannah). Notwithstanding the foregoing, the City and Substitute Solicitor acknowledge and agree that the Substitute Solicitor shall be solely responsible for payment of any annual membership dues required to be an active member of the State Bar of Georgia and shall also be solely responsible for any continuing legal education, training costs, and expenses incurred by the Substitute Solicitor in attending any further training above and beyond the state law training requirements to perform as a Substitute Solicitor.

SECTION 5: METHOD OF PAYMENT

1. The Substitute Solicitor, appointed in the Municipal Court Solicitor's absence pursuant to Section 4.20 of the City's Charter, shall submit a worksheet/timesheet confirming the dates and times for which the Substitute Solicitor performed Services applicable to the Alpharetta Municipal Court to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

SECTION 6: ACKNOWLEDGEMENT OF LACK OF BENEFITS

1. The Substitute Solicitor agrees and acknowledges that the Substitute Solicitor is not entitled to and will not be offered benefits of employment, including but not limited to a health care plan, a dental plan, a vision plan, paid leave time, and/or a retirement plan, including but not limited to the City's 401(a) plan and 457(b) plan.
2. The Substitute Solicitor further agrees and acknowledges that the Substitute Solicitor position is an exempt position as defined by the Fair Labor Standards Act, and the Substitute Solicitor is expected to perform the Services without regard for the number of hours worked.

SECTION 7: CONTRACT ADMINISTRATION AND NOTICES

1. This Agreement shall be administered by the City Administrator and/or designee on behalf of the City and by Kianna Chennault on behalf of the Substitute Solicitor. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:
 - a. IF TO THE CITY: Chris Lagerbloom, City Administrator, 2 Park Plaza, Alpharetta, GA 30009; EMAIL: clagerbloom@alpharetta.ga.us
 - b. IF TO THE Substitute Solicitor: Kianna Chennault, 375 Hunnicutt Road, SE, Mableton, Georgia 30126; EMAIL: Kianna@chennaultlaw.com

SECTION 8: TERMINATION OF AGREEMENT

This Agreement may be terminated by either of the Parties at any time and for any reason or no reason, including termination of the Substitute Solicitor's employment by the City being allowed with or without cause, subject only to either of the Parties providing written notice to the other Party a minimum of fourteen (14) days prior to the effective date of termination, unless otherwise mutually agreed to by the Parties.

SECTION 9: SEVERABILITY

1. Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. If any provision of this Agreement

Substitute Solicitor's Initials _____

is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect, as if both Parties have executed them after the expungement of the invalid provision.

SECTION 10: MODIFICATIONS AND SURVIVABILITY

1. No modification of the terms and conditions herein shall be binding unless evidenced in a subsequent writing which is signed by both the Substitute Solicitor and the City.
2. To the extent consistent with this Agreement, all representations, warranties, and any post-termination obligations contained in this Agreement shall survive the termination of this Agreement.

SECTION 11: REPRESENTATIONS AND WARRANTIES

1. The Substitute Solicitor hereby represents and warrants that, as of the date hereof, and continuing throughout this Agreement, she will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the Services contemplated hereunder.
2. The Substitute Solicitor represents and warrants that, except as previously disclosed in writing to the City, the following are true: The Substitute Solicitor's law license, in any state or jurisdiction, has never been suspended, revoked, restricted, or deemed to be probationary.
3. The Substitute Solicitor warrants they have never been reprimanded, sanctioned, or disciplined by any licensing or accrediting bar, board, or discipline committee. A final judgement has never been entered against the Substitute Solicitor in a professional liability action, and no action, based on an allegation of professional liability or malpractice by the Substitute Solicitor, has ever been settled by payment to a plaintiff, and, as of the date hereof, the Substitute Solicitor has not been the subject of any report or disclosure submitted to any State Bar authority.
4. The Substitute Solicitor warrants, agrees, and understands that they will comply with all requirements to maintain their law license in good standing, in all jurisdictions where they are admitted to the practice of law, including but not limited to, all state bar continuing legal education requirements and trainings, and those which are specific to and required for the performance of the duties of a Solicitor of a lawfully constituted Municipal Court.

SECTION 12: ACKNOWLEDGEMENT OF SUBSTITUTE SOLICITOR

1. I, the Substitute Solicitor, acknowledge, admit, and agree that the pay for my services is valuable, that the amount under this agreement is reasonable, and is both bona fide and is designed to and does provide me with full compensation for all Services under this Agreement.
2. I, the Substitute Solicitor, understand and further agree that, to the extent permitted by law and authorized by the City, that I may use, operate, or possess City property in the

Substitute Solicitor's Initials _____

performance of the Services under this Agreement, including but not limited to computers, computer systems and files, computer and computer system passwords and login information, and other electronic devices, and I shall take reasonable actions and exercise due care to safeguard and protect all such City property in my use or possession, from damage or theft.

3. Upon termination of this Agreement, for any or no reason, I shall promptly return all City property to the City. If I fail to promptly return all City property to the City, the dollar amount of the City property that I fail to return may be deducted from my last paycheck and/or any other sums due to me by the City.
4. I, the Substitute Solicitor agree that, in the event such withholding is insufficient to repay the full amount I owe for failing to return City property, I will be responsible for repaying the difference between the amount deducted from my pay, and the amount I owe, in accordance with this Agreement.
5. I, the Substitute Solicitor, hereby represent and warrant that the performance of the terms of this Agreement will not breach any written or oral agreement entered into by the Substitute Solicitor with a former employer or with any other third party.
6. I, the Substitute Solicitor, hereby represent and warrant that in accordance with O.C.G.A. § 15-18-94, I shall not practice in the Alpharetta Municipal Court or appear in any matter in which I, as Substitute Solicitor, have exercised authority and/or jurisdiction.
7. I, the Substitute Solicitor, have read this Agreement, understand its terms, freely, knowingly, and voluntarily enter into this Agreement without defect of mind, agree to all terms and conditions of this Agreement.

SECTION 13: HEADING TITLES and SECTION NUMBERS for CONVENIENCE ONLY

1. The descriptive headings, titles, sections, numbers, and paragraph numbers and/or letters in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 14: GOVERNING LAW

1. This Agreement is to be governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Fulton County.

SECTION 15: EXECUTION IN COUNTERPARTS

1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Substitute Solicitor's Initials _____

SECTION 16: ENTIRE AGREEMENT

1. There are no other written or oral understandings directly or indirectly related to this Agreement that are not set forth in the Agreement.
2. This Agreement is the entire Agreement among the Parties on the matters contained herein, and it may be modified only in a writing signed by the Parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked, extinguished, and waived.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

City Attorney

SUBSTITUTE SOLICITOR

By: _____

Kianna Chennault, Substitute Solicitor

Date: _____

Substitute Solicitor's Initials _____

EXHIBIT “A”

Job Summary

Under direction of the City Administrator, represents the cities of Alpharetta and Milton as legal counsel in prosecution of cases, to include managing and conducting litigation, recommending disposition of cases, conducting legal research, interpreting laws and regulations, providing legal advice, and overseeing activities of support staff in/out of court. The City Solicitor shall be appointed by the mayor and city council. Under an intergovernmental agreement, the cities of Alpharetta and Milton will share the cost of this position at its co-located court in the City of Milton.

Essential Job Functions and Responsibilities

*The following duties are typical for this classification. Incumbents **may not perform** all of the listed duties and/or **may be required to perform** additional or different duties from those set forth below to address business needs and changing business practices. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

- Interprets, explains, applies, and ensures compliance with all applicable codes, laws, rules, regulations, standards, policies, and procedures; initiates any actions necessary to correct deviations or violations.
- Consults with Director of Municipal Court Services, City officials, judges, outside counsel, and other officials to review operations/activities, review/resolve problems, receive advice/direction, and provide recommendations.
- Manages assigned caseload to prosecute ordinance and misdemeanor cases falling within jurisdiction of the cities of Alpharetta and Milton Municipal Court: researches, prepares, and litigates cases brought before the Court in arraignments, hearings, and bench trials; reviews case records, statements, and related documentation; interviews witnesses and victims; calculates court costs and fines; evaluates strengths/weaknesses of cases and, determines validity of cases, and makes recommendations concerning disposition of cases.
- Conducts pre-trial negotiations and arraignments, conducts plea negotiations, plea bargaining, and plea recommendations; prepares pleadings for negotiations with defense attorneys and for presentation to court; conducts negotiations with attorneys and/or with defendants without legal representation.
- Conducts bench trials, presents legal issues related to all motions and pleas; prepares court documents, motions, briefs, exhibits, and opening/closing statements; prepares witnesses for trials; determines trial strategies and determines best method of obtaining favorable resolution of cases; determines and prepares sentencing recommendations.

- Conducts legal research to identify current law and changes in law, to locate case authorities or other law, to identify precedents, or to locate other information, conducts research of law books, electronic data sources, Internet sites, hardcopy materials, or other sources.
- Provides legal counsel, recommendations, and advice regarding court cases or other functions related to the business of the Court.
- Prepares or completes various forms, reports, correspondence, performance evaluations, legal documents, litigation documents, legal pleadings, motions, briefs, court orders, plea recommendations, sentence sheets, opening/closing statements, court documents, or other documents.
- Receives various forms, reports, correspondence, warrants, citations, police reports, driving records, criminal history reports, crime laboratory reports, medical reports, witness statements, depositions, defense motions, attorneys' letters, court calendars, court orders, legal documents, maps, grids, laws, ordinances, legislative updates, policies, procedures, manuals, directories, research materials, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.
- Communicates with Director of Municipal Court Services, City officials, other departments, employees, attorneys, outside counsel, judges, court personnel, defendants, victims, witnesses, jurors, law enforcement personnel, state/federal agencies, the public, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, resolve problems, or give/receive advice/direction.
- May provide legal training or advice to police and other City staff.
- Maintains a comprehensive, current knowledge of applicable laws/regulations, maintains an awareness of new trends and advances in the profession; reads professional literature; maintains professional affiliations; participates in continuing education activities; attends bar meetings, conferences, workshops, and training sessions as appropriate.
- Performs related duties as required or assigned.

Minimum Qualifications

Knowledge of:

- Principles and practices of criminal prosecution, including the litigation process, trial strategies and techniques, interviewing techniques, pre-trial negotiations, and plea bargaining.
- Principles, methods, and guidelines associated with municipal law, including the judicial system, courtroom rules/procedures, filing of legal documents, legal research, and interpretation of laws.
- City, county, state, and federal laws, ordinances, and statutes.
- Duties, powers, limitations, and authorities of a city solicitor.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Excellent written and oral speaking skills.

Substitute Solicitor's Initials _____

Ability to:

- Research, analyze and apply legal principles, facts, evidence, and precedents to legal problems.
- Read and understand statutes, case law, and legal terms and theory.
- Prepare legal documents, motions, pleadings, and other legal documents.
- Effectively lead, motivate, and evaluate assigned staff.
- Coordinate, manage, and/or correlate data.
- Function in a director capacity for a major organizational unit requiring significant internal and external interaction.
- Use a wide variety of legal research methods.
- Utilize consulting and advisory data and information, as well as reference, descriptive and/or design data and information as applicable.
- Exercise good judgment, consistency, timeliness, and respect in decision-making.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Minimum Qualifications

Any combination of education and experience sufficient to successfully perform the essential functions of the job qualifies.

- A Juris Doctorate degree from an accredited law school.
- Five years as a member of the Georgia Bar Association.
- Three (3) years previous experience and/or training that includes municipal law, criminal law, traffic law, prosecution in state/federal courts, general law practice, courtroom procedures, legal research, case management, and supervision.
- Must possess and maintain valid State Bar of Georgia Law License, with membership in good standing to practice law in Georgia Courts.
- Possession of, or ability to obtain, an appropriate, valid Georgia driver's license.

Physical Demands

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and operate office equipment. Continuous sitting and upward and downward flexion of neck; fine finger dexterity; light to moderate finger pressure to manipulate keyboard, equipment controls, and office equipment; pinch grasp to manipulate writing utensils. Frequent side-to-side turning of neck, walking, standing, bending, stooping, pushing/pulling, and twisting at waist; moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 20 lbs. from below waist to above shoulders and transporting distances up to 50 yards. Occasional squatting, kneeling, and reaching above and at shoulder height; moderate grasping to manipulate reference books and manuals; lifting objects weighing 20-35 lbs. from below waist to above shoulders and transporting distances up to 50 feet.; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment.

Hearing: Hear in the normal audio range with or without correction.

Supplemental Information

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**EMPLOYMENT AGREEMENT WITH
SUBSTITUTE MUNICIPAL COURT SOLICITOR**

This Employment Agreement, (the “Agreement”) by and between the City of Alpharetta Georgia, a municipal corporation, hereinafter referred to as the “City,” and Kenneth Mitchell Jr., hereinafter referred to as the “Substitute Municipal Court Solicitor ” or “Substitute Solicitor”, and together and collectively as “Parties” or individually as “Party” is as follows:

WHEREAS, consistent with that certain Intergovernmental Agreement Between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk Services dated May 24, 2021, as amended in April 2022 and re-titled as Intergovernmental Agreement Between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk and Court Solicitor Services and Court Solicitor Services (collectively, the “Municipal Court Facilities/Services IGA”), the City has appointed and employs a Municipal Court Solicitor (the “Municipal Court Solicitor”) who performs shared legal services in accordance with the Municipal Court Facilities/Services IGA in the Alpharetta Municipal Court and the Milton Municipal Court; and

WHEREAS, the operation of the Alpharetta Municipal Court requires a Substitute Solicitor in the event of the absence of the Municipal Court Solicitor; and

WHEREAS, in accordance with the City’s Charter, the City’s Code of Ordinances, provisions of Title 15, Chapter 18, Article 5 of the Official Code of Georgia Annotated, including but not limited to provisions of O.C.G.A. § 15-18-92, the City enters into this Agreement with said Substitute Solicitor; and

WHEREAS, the City recognizes that a Substitute Solicitor has a unique skill, education, training, and experience; and

WHEREAS, the Substitute Solicitor possesses the legal ability to practice law in the State of Georgia, and requisite legal knowledge, skill, and experience which are of particular value to the City; and

WHEREAS, the City Council has appointed Kenneth Mitchell Jr. to serve as Substitute Solicitor for the Alpharetta Municipal Court in accordance with the City’s Charter and the City’s Code of Ordinances, and hereby memorializes the Substitute Solicitors’ appointment as a City employee through entry into this Agreement; and

WHEREAS, the City Council has confirmed that appointment on the ____ day of _____, 20____; and

WHEREAS, Kennth Mithcell Jr. has accepted the appointment and confirmation of employment and desires to enter into this Agreement with the City to provide Services to the City as a Substitute Solicitor (with the “Services” further defined in Sections 2 and 3 of this Agreement); and

Substitute Solicitor’s Initials _____

WHEREAS, Kenneth Mitchell Jr. understands this is a part-time as-needed position; and

WHEREAS, in order to provide for the Services of the Substitute Solicitor applicable to the Alpharetta Municipal Court and to establish compensation for such Services, it is appropriate for the City to enter into this Agreement with the Substitute Solicitor for such Services.

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

SECTION 1: EFFECTIVE DATE AND TERM OF EMPLOYMENT

1. Kenneth Mitchell Jr. accepts the appointment of employment as Substitute Solicitor for the Alpharetta Municipal Court, effective on the ____ day of _____, 20____. The Substitute Solicitor shall be a part-time, at-will employee of the City whose employment is for an indefinite period with no fixed term. The Substitute Solicitor's employment pursuant to this Agreement may be terminated by the Parties at any time and for any or no reason with or without cause, subject only to the notice of termination provisions set forth in Section 8 of this Agreement.
2. The Substitute Solicitor shall be subject to the eligibility requirements set forth in the City's Charter, as may be modified currently or in the future by qualifications enumerated in the City's Code of Ordinances, and remain, an attorney admitted to practice law in the State of Georgia. The Substitute Solicitor must comply with all other requirements for service as a Solicitor in a lawfully constituted Municipal Court, including but not limited to complying with all training requirements under state law. The Substitute Solicitor shall immediately report to the City Council any change affecting their membership in good standing in the State Bar of Georgia and any training deficiencies.

SECTION 2: SCOPE OF SERVICES

1. The Substitute Solicitor shall perform all duties in the Alpharetta Municipal Court legally prescribed for a Solicitor of a lawfully constituted Municipal Court, including but not limited to the duties set forth in Section 4.19 of the City's Charter and subject to all requirements of the Georgia Constitution, the Official Code of Georgia, the Georgia Rules of Professional Conduct, the Uniform Municipal Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.
2. The Substitute Solicitor shall investigate, prepare, prosecute, or otherwise dispose of all violations of state criminal statutes or City ordinances as may be properly brought before the Alpharetta Municipal Court. In addition, any appeals taken by persons aggrieved with court decisions of the Alpharetta Municipal Court shall be defended by the Substitute Solicitor as may be necessary and subject to the provisions set forth in Section 4.19 and 4.20 of the City's Charter. The Services that the Substitute Solicitor shall perform under this Agreement shall also include the duties and responsibilities applicable to the Alpharetta Municipal Court described in the job description of the Municipal Court Solicitor, a copy of which is attached hereto as Exhibit "A" and incorporated herein by

Substitute Solicitor's Initials _____

reference. Notwithstanding the foregoing, the Services agreed to be performed by the Substitute Solicitor applicable to the Alpharetta Municipal Court shall not include the investigation, preparation, prosecution and/or litigation of cases that have been bound over to a state court of competent jurisdiction for the conducting of a jury trial.

3. The Substitute Solicitor shall, at all times, honestly and faithfully, discharge the duties of said position to the best of their skill, knowledge, and ability without fear, favor, or partiality to any party, and as established by the City's Charter and subject to all State or local laws, rules, statutes, regulations, and City ordinances.

SECTION 3: PROSECUTORIAL INDEPENDENCE AND ADMINISTRATION

1. The City recognizes that the Substitute Solicitor has obtained a high level of skill and shall use their independent judgment, education, training, and experience to perform the Services under this Agreement in accordance with legal standards.
2. Accordingly, the Substitute Solicitor, appointed in the Municipal Court Solicitor's absence pursuant to Section 4.20 of the City's Charter, is independent from the City when performing prosecutorial responsibilities and nothing contained herein shall be construed to interfere with a Substitute Solicitor when performing prosecutorial duties.
3. The Substitute Solicitor appointed in the Municipal Court Solicitors' absence pursuant to Section 4.20 of the City's Charter, is solely responsible for prosecutorial decisions in the performance of the duties vested in the Municipal Court Solicitor, including all duties set forth in Section 4.19 of the City's Charter.
4. Prosecutorial decisions include, but are not limited to, the decisions and authority set forth in Section 4.19 of the City's Charter, including but not limited to decisions and authority related to pursuit of trial or alternative disposition for violations of City ordinances and such other offenses as provided by state law within the jurisdiction of the Alpharetta Municipal Court.
5. The Substitute Solicitor, in the absence of the Municipal Court Solicitor and in accordance with standards established by the Municipal Court Solicitor, shall have the duty and authority to represent the City in performing the duties and responsibilities applicable to the Alpharetta Municipal Court enumerated in O.C.G.A. § 15-18-96.
6. All Municipal Court staff that provide support to the Municipal Court Solicitor are City employees subject to the City's rules and regulations, including the City's personnel rules and regulations. However, in the absence of the Municipal Court Solicitor, the Municipal Court staff are subject to the Substitute Solicitor's direction in relation to the Substitute Solicitor's performance of Services applicable to the Alpharetta Municipal Court under this Agreement. The salaries or compensation, benefits, hours of work and working conditions of the Municipal Court staff shall be established by the City. The Substitute Solicitor understands that all Municipal Court staff adhere to the same applicable personnel

policies as other City employees. The Substitute Solicitor further understands and agrees that the terms and conditions of this Agreement control over any City personnel policies, rules, and regulations with respect to the existence or lack thereof of any employment benefits applicable to the Substitute Solicitor.

7. The Parties agree that in the absence of the Municipal Court Solicitor, the Substitute Solicitor will participate, to the extent needed and requested by the City Administrator, in the review and amendment of any personnel rules and regulations to ensure that they recognize the unique nature of court employment and the Substitute Solicitor's responsibilities with respect to the Municipal Court staff. The Substitute Solicitor acknowledges that the Municipal Court staff may perform other duties for the City that are not in conflict with the separation of powers.

SECTION 4: COMPENSATION

The Substitute Solicitor's compensation for Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be established from time to time by the Mayor and City Council as part of the annual budget process, with the current compensation for the Substitute Solicitor's Services being in the amount further set forth below:

1. The agreed upon compensation to the Substitute Solicitor approved by the Mayor and City Council in consideration of the Substitute Solicitor's performance of Services applicable to the Alpharetta Municipal Court as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be \$300.00 per court session. This payment shall constitute compensation for all responsibilities and duties in the administration of the office of the Municipal Court Solicitor applicable to the Alpharetta Municipal Court in the Municipal Court Solicitor's absence, including compensation for the performance of all Services applicable to the Alpharetta Municipal Court as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances.
2. All of the Substitute Solicitor's required training and costs for associated travel specifically related to state law training requirements to perform in the absence of the Municipal Court Solicitor shall be reimbursed by the City only when approved in advance by the City Administrator or the City Solicitor. Priority for training shall be given to locations close in proximity to the City (for example, if a training is available in Atlanta and the same training is available in Savannah, the City will cover the expense to Atlanta, not Savannah). Notwithstanding the foregoing, the City and Substitute Solicitor acknowledge and agree that the Substitute Solicitor shall be solely responsible for payment of any annual membership dues required to be an active member of the State Bar of Georgia and shall also be solely responsible for any continuing legal education, training costs, and expenses incurred by the Substitute Solicitor in attending any further training above and beyond the state law training requirements to perform as a Substitute Solicitor.

SECTION 5: METHOD OF PAYMENT

1. The Substitute Solicitor, appointed in the Municipal Court Solicitor's absence pursuant to Section 4.20 of the City's Charter, shall submit a worksheet/timesheet confirming the dates and times for which the Substitute Solicitor performed Services applicable to the Alpharetta Municipal Court to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

SECTION 6: ACKNOWLEDGEMENT OF LACK OF BENEFITS

1. The Substitute Solicitor agrees and acknowledges that the Substitute Solicitor is not entitled to and will not be offered benefits of employment, including but not limited to a health care plan, a dental plan, a vision plan, paid leave time, and/or a retirement plan, including but not limited to the City's 401(a) plan and 457(b) plan.
2. The Substitute Solicitor further agrees and acknowledges that the Substitute Solicitor position is an exempt position as defined by the Fair Labor Standards Act, and the Substitute Solicitor is expected to perform the Services without regard for the number of hours worked.

SECTION 7: CONTRACT ADMINISTRATION AND NOTICES

1. This Agreement shall be administered by the City Administrator and/or designee on behalf of the City and by Kenneth Mitchell Jr. on behalf of the Substitute Solicitor. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:
 - a. IF TO THE CITY: Chris Lagerbloom, City Administrator, 2 Park Plaza, Alpharetta, GA 30009; EMAIL: clagerbloom@alpharetta.ga.us
 - b. IF TO THE Substitute Solicitor: Kenneth Mitchell Jr., 6204 Stonelake Drive SW, Atlanta, Georgia, 30331; EMAIL: kmitchell@gmpclaw.com

SECTION 8: TERMINATION OF AGREEMENT

This Agreement may be terminated by either of the Parties at any time and for any reason or no reason, including termination of the Substitute Solicitor's employment by the City being allowed with or without cause, subject only to either of the Parties providing written notice to the other Party a minimum of fourteen (14) days prior to the effective date of termination, unless otherwise mutually agreed to by the Parties.

SECTION 9: SEVERABILITY

1. Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. If any provision of this Agreement

Substitute Solicitor's Initials _____

is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect, as if both Parties have executed them after the expungement of the invalid provision.

SECTION 10: MODIFICATIONS AND SURVIVABILITY

1. No modification of the terms and conditions herein shall be binding unless evidenced in a subsequent writing which is signed by both the Substitute Solicitor and the City.
2. To the extent consistent with this Agreement, all representations, warranties, and any post-termination obligations contained in this Agreement shall survive the termination of this Agreement.

SECTION 11: REPRESENTATIONS AND WARRANTIES

1. The Substitute Solicitor hereby represents and warrants that, as of the date hereof, and continuing throughout this Agreement, he will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the Services contemplated hereunder.
2. The Substitute Solicitor represents and warrants that, except as previously disclosed in writing to the City, the following are true: The Substitute Solicitor's law license, in any state or jurisdiction, has never been suspended, revoked, restricted, or deemed to be probationary.
3. The Substitute Solicitor warrants they have never been reprimanded, sanctioned, or disciplined by any licensing or accrediting bar, board, or discipline committee. A final judgement has never been entered against the Substitute Solicitor in a professional liability action, and no action, based on an allegation of professional liability or malpractice by the Substitute Solicitor, has ever been settled by payment to a plaintiff, and, as of the date hereof, the Substitute Solicitor has not been the subject of any report or disclosure submitted to any State Bar authority.
4. The Substitute Solicitor warrants, agrees, and understands that they will comply with all requirements to maintain their law license in good standing, in all jurisdictions where they are admitted to the practice of law, including but not limited to, all state bar continuing legal education requirements and trainings, and those which are specific to and required for the performance of the duties of a Solicitor of a lawfully constituted Municipal Court.

SECTION 12: ACKNOWLEDGEMENT OF SUBSTITUTE SOLICITOR

1. I, the Substitute Solicitor, acknowledge, admit, and agree that the pay for my services is valuable, that the amount under this agreement is reasonable, and is both bona fide and is designed to and does provide me with full compensation for all Services under this Agreement.
2. I, the Substitute Solicitor, understand and further agree that, to the extent permitted by law and authorized by the City, that I may use, operate, or possess City property in the

Substitute Solicitor's Initials _____

performance of the Services under this Agreement, including but not limited to computers, computer systems and files, computer and computer system passwords and login information, and other electronic devices, and I shall take reasonable actions and exercise due care to safeguard and protect all such City property in my use or possession, from damage or theft.

3. Upon termination of this Agreement, for any or no reason, I shall promptly return all City property to the City. If I fail to promptly return all City property to the City, the dollar amount of the City property that I fail to return may be deducted from my last paycheck and/or any other sums due to me by the City.
4. I, the Substitute Solicitor agree that, in the event such withholding is insufficient to repay the full amount I owe for failing to return City property, I will be responsible for repaying the difference between the amount deducted from my pay, and the amount I owe, in accordance with this Agreement.
5. I, the Substitute Solicitor, hereby represent and warrant that the performance of the terms of this Agreement will not breach any written or oral agreement entered into by the Substitute Solicitor with a former employer or with any other third party.
6. I, the Substitute Solicitor, hereby represent and warrant that in accordance with O.C.G.A. § 15-18-94, I shall not practice in the Alpharetta Municipal Court or appear in any matter in which I, as Substitute Solicitor, have exercised authority and/or jurisdiction.
7. I, the Substitute Solicitor, have read this Agreement, understand its terms, freely, knowingly, and voluntarily enter into this Agreement without defect of mind, agree to all terms and conditions of this Agreement.

SECTION 13: HEADING TITLES and SECTION NUMBERS for CONVENIENCE ONLY

1. The descriptive headings, titles, sections, numbers, and paragraph numbers and/or letters in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 14: GOVERNING LAW

1. This Agreement is to be governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Fulton County.

SECTION 15: EXECUTION IN COUNTERPARTS

1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Substitute Solicitor's Initials _____

SECTION 16: ENTIRE AGREEMENT

1. There are no other written or oral understandings directly or indirectly related to this Agreement that are not set forth in the Agreement.
2. This Agreement is the entire Agreement among the Parties on the matters contained herein, and it may be modified only in a writing signed by the Parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked, extinguished, and waived.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

City Attorney

SUBSTITUTE SOLICITOR

By: _____

Kenneth Mitchell Jr., Substitute Solicitor

Date: _____

Substitute Solicitor's Initials _____

EXHIBIT “A”

Job Summary

Under direction of the City Administrator, represents the cities of Alpharetta and Milton as legal counsel in prosecution of cases, to include managing and conducting litigation, recommending disposition of cases, conducting legal research, interpreting laws and regulations, providing legal advice, and overseeing activities of support staff in/out of court. The City Solicitor shall be appointed by the mayor and city council. Under an intergovernmental agreement, the cities of Alpharetta and Milton will share the cost of this position at its co-located court in the City of Milton.

Essential Job Functions and Responsibilities

*The following duties are typical for this classification. Incumbents **may not perform** all of the listed duties and/or **may be required to perform** additional or different duties from those set forth below to address business needs and changing business practices. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

- Interprets, explains, applies, and ensures compliance with all applicable codes, laws, rules, regulations, standards, policies, and procedures; initiates any actions necessary to correct deviations or violations.
- Consults with Director of Municipal Court Services, City officials, judges, outside counsel, and other officials to review operations/activities, review/resolve problems, receive advice/direction, and provide recommendations.
- Manages assigned caseload to prosecute ordinance and misdemeanor cases falling within jurisdiction of the cities of Alpharetta and Milton Municipal Court: researches, prepares, and litigates cases brought before the Court in arraignments, hearings, and bench trials; reviews case records, statements, and related documentation; interviews witnesses and victims; calculates court costs and fines; evaluates strengths/weaknesses of cases and, determines validity of cases, and makes recommendations concerning disposition of cases.
- Conducts pre-trial negotiations and arraignments, conducts plea negotiations, plea bargaining, and plea recommendations; prepares pleadings for negotiations with defense attorneys and for presentation to court; conducts negotiations with attorneys and/or with defendants without legal representation.
- Conducts bench trials, presents legal issues related to all motions and pleas; prepares court documents, motions, briefs, exhibits, and opening/closing statements; prepares witnesses for trials; determines trial strategies and determines best method of obtaining favorable resolution of cases; determines and prepares sentencing recommendations.

- Conducts legal research to identify current law and changes in law, to locate case authorities or other law, to identify precedents, or to locate other information, conducts research of law books, electronic data sources, Internet sites, hardcopy materials, or other sources.
- Provides legal counsel, recommendations, and advice regarding court cases or other functions related to the business of the Court.
- Prepares or completes various forms, reports, correspondence, performance evaluations, legal documents, litigation documents, legal pleadings, motions, briefs, court orders, plea recommendations, sentence sheets, opening/closing statements, court documents, or other documents.
- Receives various forms, reports, correspondence, warrants, citations, police reports, driving records, criminal history reports, crime laboratory reports, medical reports, witness statements, depositions, defense motions, attorneys' letters, court calendars, court orders, legal documents, maps, grids, laws, ordinances, legislative updates, policies, procedures, manuals, directories, research materials, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.
- Communicates with Director of Municipal Court Services, City officials, other departments, employees, attorneys, outside counsel, judges, court personnel, defendants, victims, witnesses, jurors, law enforcement personnel, state/federal agencies, the public, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, resolve problems, or give/receive advice/direction.
- May provide legal training or advice to police and other City staff.
- Maintains a comprehensive, current knowledge of applicable laws/regulations, maintains an awareness of new trends and advances in the profession; reads professional literature; maintains professional affiliations; participates in continuing education activities; attends bar meetings, conferences, workshops, and training sessions as appropriate.
- Performs related duties as required or assigned.

Minimum Qualifications

Knowledge of:

- Principles and practices of criminal prosecution, including the litigation process, trial strategies and techniques, interviewing techniques, pre-trial negotiations, and plea bargaining.
- Principles, methods, and guidelines associated with municipal law, including the judicial system, courtroom rules/procedures, filing of legal documents, legal research, and interpretation of laws.
- City, county, state, and federal laws, ordinances, and statutes.
- Duties, powers, limitations, and authorities of a city solicitor.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Excellent written and oral speaking skills.

Substitute Solicitor's Initials _____

Ability to:

- Research, analyze and apply legal principles, facts, evidence, and precedents to legal problems.
- Read and understand statutes, case law, and legal terms and theory.
- Prepare legal documents, motions, pleadings, and other legal documents.
- Effectively lead, motivate, and evaluate assigned staff.
- Coordinate, manage, and/or correlate data.
- Function in a director capacity for a major organizational unit requiring significant internal and external interaction.
- Use a wide variety of legal research methods.
- Utilize consulting and advisory data and information, as well as reference, descriptive and/or design data and information as applicable.
- Exercise good judgment, consistency, timeliness, and respect in decision-making.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Minimum Qualifications

Any combination of education and experience sufficient to successfully perform the essential functions of the job qualifies.

- A Juris Doctorate degree from an accredited law school.
- Five years as a member of the Georgia Bar Association.
- Three (3) years previous experience and/or training that includes municipal law, criminal law, traffic law, prosecution in state/federal courts, general law practice, courtroom procedures, legal research, case management, and supervision.
- Must possess and maintain valid State Bar of Georgia Law License, with membership in good standing to practice law in Georgia Courts.
- Possession of, or ability to obtain, an appropriate, valid Georgia driver's license.

Physical Demands

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and operate office equipment. Continuous sitting and upward and downward flexion of neck; fine finger dexterity; light to moderate finger pressure to manipulate keyboard, equipment controls, and office equipment; pinch grasp to manipulate writing utensils. Frequent side-to-side turning of neck, walking, standing, bending, stooping, pushing/pulling, and twisting at waist; moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 20 lbs. from below waist to above shoulders and transporting distances up to 50 yards. Occasional squatting, kneeling, and reaching above and at shoulder height; moderate grasping to manipulate reference books and manuals; lifting objects weighing 20-35 lbs. from below waist to above shoulders and transporting distances up to 50 feet.; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment.

Hearing: Hear in the normal audio range with or without correction.

Supplemental Information

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**EMPLOYMENT AGREEMENT WITH
SUBSTITUTE MUNICIPAL COURT SOLICITOR**

This Employment Agreement, (the “Agreement”) by and between the City of Alpharetta Georgia, a municipal corporation, hereinafter referred to as the “City,” and Thomas Elijah Francis, hereinafter referred to as the “Substitute Municipal Court Solicitor ” or “Substitute Solicitor”, and together and collectively as “Parties” or individually as “Party” is as follows:

WHEREAS, consistent with that certain Intergovernmental Agreement Between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk Services dated May 24, 2021, as amended in April 2022 and re-titled as Intergovernmental Agreement Between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk and Court Solicitor Services and Court Solicitor Services (collectively, the “Municipal Court Facilities/Services IGA”), the City has appointed and employs a Municipal Court Solicitor (the “Municipal Court Solicitor”) who performs shared legal services in accordance with the Municipal Court Facilities/Services IGA in the Alpharetta Municipal Court and the Milton Municipal Court; and

WHEREAS, the operation of the Alpharetta Municipal Court requires a Substitute Solicitor in the event of the absence of the Municipal Court Solicitor; and

WHEREAS, in accordance with the City’s Charter, the City’s Code of Ordinances, provisions of Title 15, Chapter 18, Article 5 of the Official Code of Georgia Annotated, including but not limited to provisions of O.C.G.A. § 15-18-92, the City enters into this Agreement with said Substitute Solicitor; and

WHEREAS, the City recognizes that a Substitute Solicitor has a unique skill, education, training, and experience; and

WHEREAS, the Substitute Solicitor possesses the legal ability to practice law in the State of Georgia, and requisite legal knowledge, skill, and experience which are of particular value to the City; and

WHEREAS, the City Council has appointed Thoms Elijah Francis to serve as Substitute Solicitor for the Alpharetta Municipal Court in accordance with the City’s Charter and the City’s Code of Ordinances, and hereby memorializes the Substitute Solicitors’ appointment as a City employee through entry into this Agreement; and

WHEREAS, the City Council has confirmed that appointment on the ____ day of _____, 20____; and

WHEREAS, Thomas Elijah Francis has accepted the appointment and confirmation of employment and desires to enter into this Agreement with the City to provide Services to the City as a Substitute Solicitor (with the “Services” further defined in Sections 2 and 3 of this Agreement); and

Substitute Solicitor’s Initials _____

WHEREAS, Thomas Elijah Francis understands this is a part-time as-needed position; and

WHEREAS, in order to provide for the Services of the Substitute Solicitor applicable to the Alpharetta Municipal Court and to establish compensation for such Services, it is appropriate for the City to enter into this Agreement with the Substitute Solicitor for such Services.

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

SECTION 1: EFFECTIVE DATE AND TERM OF EMPLOYMENT

1. Thomas Elijah Francis accepts the appointment of employment as Substitute Solicitor for the Alpharetta Municipal Court, effective on the _____ day of _____, 20____. The Substitute Solicitor shall be a part-time, at-will employee of the City whose employment is for an indefinite period with no fixed term. The Substitute Solicitor's employment pursuant to this Agreement may be terminated by the Parties at any time and for any or no reason with or without cause, subject only to the notice of termination provisions set forth in Section 8 of this Agreement.
2. The Substitute Solicitor shall be subject to the eligibility requirements set forth in the City's Charter, as may be modified currently or in the future by qualifications enumerated in the City's Code of Ordinances, and remain, an attorney admitted to practice law in the State of Georgia. The Substitute Solicitor must comply with all other requirements for service as a Solicitor in a lawfully constituted Municipal Court, including but not limited to complying with all training requirements under state law. The Substitute Solicitor shall immediately report to the City Council any change affecting their membership in good standing in the State Bar of Georgia and any training deficiencies.

SECTION 2: SCOPE OF SERVICES

1. The Substitute Solicitor shall perform all duties in the Alpharetta Municipal Court legally prescribed for a Solicitor of a lawfully constituted Municipal Court, including but not limited to the duties set forth in Section 4.19 of the City's Charter and subject to all requirements of the Georgia Constitution, the Official Code of Georgia, the Georgia Rules of Professional Conduct, the Uniform Municipal Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.
2. The Substitute Solicitor shall investigate, prepare, prosecute, or otherwise dispose of all violations of state criminal statutes or City ordinances as may be properly brought before the Alpharetta Municipal Court. In addition, any appeals taken by persons aggrieved with court decisions of the Alpharetta Municipal Court shall be defended by the Substitute Solicitor as may be necessary and subject to the provisions set forth in Section 4.19 and 4.20 of the City's Charter. The Services that the Substitute Solicitor shall perform under this Agreement shall also include the duties and responsibilities applicable to the Alpharetta Municipal Court described in the job description of the Municipal Court

Substitute Solicitor's Initials _____

Solicitor, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference. Notwithstanding the foregoing, the Services agreed to be performed by the Substitute Solicitor applicable to the Alpharetta Municipal Court shall not include the investigation, preparation, prosecution and/or litigation of cases that have been bound over to a state court of competent jurisdiction for the conducting of a jury trial.

3. The Substitute Solicitor shall, at all times, honestly and faithfully, discharge the duties of said position to the best of their skill, knowledge, and ability without fear, favor, or partiality to any party, and as established by the City’s Charter and subject to all State or local laws, rules, statutes, regulations, and City ordinances.

SECTION 3: PROSECUTORIAL INDEPENDENCE AND ADMINISTRATION

1. The City recognizes that the Substitute Solicitor has obtained a high level of skill and shall use their independent judgment, education, training, and experience to perform the Services under this Agreement in accordance with legal standards.
2. Accordingly, the Substitute Solicitor, appointed in the Municipal Court Solicitor’s absence pursuant to Section 4.20 of the City’s Charter, is independent from the City when performing prosecutorial responsibilities and nothing contained herein shall be construed to interfere with a Substitute Solicitor when performing prosecutorial duties.
3. The Substitute Solicitor appointed in the Municipal Court Solicitors’ absence pursuant to Section 4.20 of the City’s Charter, is solely responsible for prosecutorial decisions in the performance of the duties vested in the Municipal Court Solicitor, including all duties set forth in Section 4.19 of the City’s Charter.
4. Prosecutorial decisions include, but are not limited to, the decisions and authority set forth in Section 4.19 of the City’s Charter, including but not limited to decisions and authority related to pursuit of trial or alternative disposition for violations of City ordinances and such other offenses as provided by state law within the jurisdiction of the Alpharetta Municipal Court.
5. The Substitute Solicitor, in the absence of the Municipal Court Solicitor and in accordance with standards established by the Municipal Court Solicitor, shall have the duty and authority to represent the City in performing the duties and responsibilities applicable to the Alpharetta Municipal Court enumerated in O.C.G.A. § 15-18-96.
6. All Municipal Court staff that provide support to the Municipal Court Solicitor are City employees subject to the City’s rules and regulations, including the City’s personnel rules and regulations. However, in the absence of the Municipal Court Solicitor, the Municipal Court staff are subject to the Substitute Solicitor’s direction in relation to the Substitute Solicitor’s performance of Services applicable to the Alpharetta Municipal Court under this Agreement. The salaries or compensation, benefits, hours of work and working conditions of the Municipal Court staff shall be established by the City. The Substitute

Solicitor understands that all Municipal Court staff adhere to the same applicable personnel policies as other City employees. The Substitute Solicitor further understands and agrees that the terms and conditions of this Agreement control over any City personnel policies, rules, and regulations with respect to the existence or lack thereof of any employment benefits applicable to the Substitute Solicitor.

7. The Parties agree that in the absence of the Municipal Court Solicitor, the Substitute Solicitor will participate, to the extent needed and requested by the City Administrator, in the review and amendment of any personnel rules and regulations to ensure that they recognize the unique nature of court employment and the Substitute Solicitor's responsibilities with respect to the Municipal Court staff. The Substitute Solicitor acknowledges that the Municipal Court staff may perform other duties for the City that are not in conflict with the separation of powers.

SECTION 4: COMPENSATION

The Substitute Solicitor's compensation for Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be established from time to time by the Mayor and City Council as part of the annual budget process, with the current compensation for the Substitute Solicitor's Services being in the amount further set forth below:

1. The agreed upon compensation to the Substitute Solicitor approved by the Mayor and City Council in consideration of the Substitute Solicitor's performance of Services applicable to the Alpharetta Municipal Court as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be \$300.00 per court session. This payment shall constitute compensation for all responsibilities and duties in the administration of the office of the Municipal Court Solicitor applicable to the Alpharetta Municipal Court in the Municipal Court Solicitor's absence, including compensation for the performance of all Services applicable to the Alpharetta Municipal Court as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances.
2. All of the Substitute Solicitor's required training and costs for associated travel specifically related to state law training requirements to perform in the absence of the Municipal Court Solicitor shall be reimbursed by the City only when approved in advance by the City Administrator or the City Solicitor. Priority for training shall be given to locations close in proximity to the City (for example, if a training is available in Atlanta and the same training is available in Savannah, the City will cover the expense to Atlanta, not Savannah). Notwithstanding the foregoing, the City and Substitute Solicitor acknowledge and agree that the Substitute Solicitor shall be solely responsible for payment of any annual membership dues required to be an active member of the State Bar of Georgia and shall also be solely responsible for any continuing legal education, training costs, and expenses incurred by the Substitute Solicitor in attending any further training above and beyond the state law training requirements to perform as a Substitute Solicitor.

SECTION 5: METHOD OF PAYMENT

1. The Substitute Solicitor, appointed in the Municipal Court Solicitor's absence pursuant to Section 4.20 of the City's Charter, shall submit a worksheet/timesheet confirming the dates and times for which the Substitute Solicitor performed Services applicable to the Alpharetta Municipal Court to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

SECTION 6: ACKNOWLEDGEMENT OF LACK OF BENEFITS

1. The Substitute Solicitor agrees and acknowledges that the Substitute Solicitor is not entitled to and will not be offered benefits of employment, including but not limited to a health care plan, a dental plan, a vision plan, paid leave time, and/or a retirement plan, including but not limited to the City's 401(a) plan and 457(b) plan.
2. The Substitute Solicitor further agrees and acknowledges that the Substitute Solicitor position is an exempt position as defined by the Fair Labor Standards Act, and the Substitute Solicitor is expected to perform the Services without regard for the number of hours worked.

SECTION 7: CONTRACT ADMINISTRATION AND NOTICES

1. This Agreement shall be administered by the City Administrator and/or designee on behalf of the City and by Thomas Elijah Francis on behalf of the Substitute Solicitor. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:
 - a. IF TO THE CITY: Chris Lagerbloom, City Administrator, 2 Park Plaza, Alpharetta, GA 30009; EMAIL: clagerbloom@alpharetta.ga.us
 - b. IF TO THE Substitute Solicitor: Thomas Elijah Francis, 134 Old Canton Road, Ball Ground, Georgia 30107; EMAIL: eli@jttlaw.com

SECTION 8: TERMINATION OF AGREEMENT

This Agreement may be terminated by either of the Parties at any time and for any reason or no reason, including termination of the Substitute Solicitor's employment by the City being allowed with or without cause, subject only to either of the Parties providing written notice to the other Party a minimum of fourteen (14) days prior to the effective date of termination, unless otherwise mutually agreed to by the Parties.

SECTION 9: SEVERABILITY

1. Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. The invalidity of any portion of this Agreement will not

Substitute Solicitor's Initials _____

and shall not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect, as if both Parties have executed them after the expungement of the invalid provision.

SECTION 10: MODIFICATIONS AND SURVIVABILITY

1. No modification of the terms and conditions herein shall be binding unless evidenced in a subsequent writing which is signed by both the Substitute Solicitor and the City.
2. To the extent consistent with this Agreement, all representations, warranties, and any post-termination obligations contained in this Agreement shall survive the termination of this Agreement.

SECTION 11: REPRESENTATIONS AND WARRANTIES

1. The Substitute Solicitor hereby represents and warrants that, as of the date hereof, and continuing throughout this Agreement, he will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the Services contemplated hereunder.
2. The Substitute Solicitor represents and warrants that, except as previously disclosed in writing to the City, the following are true: The Substitute Solicitor's law license, in any state or jurisdiction, has never been suspended, revoked, restricted, or deemed to be probationary.
3. The Substitute Solicitor warrants they have never been reprimanded, sanctioned, or disciplined by any licensing or accrediting bar, board, or discipline committee. A final judgement has never been entered against the Substitute Solicitor in a professional liability action, and no action, based on an allegation of professional liability or malpractice by the Substitute Solicitor, has ever been settled by payment to a plaintiff, and, as of the date hereof, the Substitute Solicitor has not been the subject of any report or disclosure submitted to any State Bar authority.
4. The Substitute Solicitor warrants, agrees, and understands that they will comply with all requirements to maintain their law license in good standing, in all jurisdictions where they are admitted to the practice of law, including but not limited to, all state bar continuing legal education requirements and trainings, and those which are specific to and required for the performance of the duties of a Solicitor of a lawfully constituted Municipal Court.

SECTION 12: ACKNOWLEDGEMENT OF SUBSTITUTE SOLICITOR

1. I, the Substitute Solicitor, acknowledge, admit, and agree that the pay for my services is valuable, that the amount under this agreement is reasonable, and is both bona fide and is designed to and does provide me with full compensation for all Services under this Agreement.

Substitute Solicitor's Initials _____

2. I, the Substitute Solicitor, understand and further agree that, to the extent permitted by law and authorized by the City, that I may use, operate, or possess City property in the performance of the Services under this Agreement, including but not limited to computers, computer systems and files, computer and computer system passwords and login information, and other electronic devices, and I shall take reasonable actions and exercise due care to safeguard and protect all such City property in my use or possession, from damage or theft.
3. Upon termination of this Agreement, for any or no reason, I shall promptly return all City property to the City. If I fail to promptly return all City property to the City, the dollar amount of the City property that I fail to return may be deducted from my last paycheck and/or any other sums due to me by the City.
4. I, the Substitute Solicitor agree that, in the event such withholding is insufficient to repay the full amount I owe for failing to return City property, I will be responsible for repaying the difference between the amount deducted from my pay, and the amount I owe, in accordance with this Agreement.
5. I, the Substitute Solicitor, hereby represent and warrant that the performance of the terms of this Agreement will not breach any written or oral agreement entered into by the Substitute Solicitor with a former employer or with any other third party.
6. I, the Substitute Solicitor, hereby represent and warrant that in accordance with O.C.G.A. § 15-18-94, I shall not practice in the Alpharetta Municipal Court or appear in any matter in which I, as Substitute Solicitor, have exercised authority and/or jurisdiction.
7. I, the Substitute Solicitor, have read this Agreement, understand its terms, freely, knowingly, and voluntarily enter into this Agreement without defect of mind, agree to all terms and conditions of this Agreement.

SECTION 13: HEADING TITLES and SECTION NUMBERS for CONVENIENCE ONLY

1. The descriptive headings, titles, sections, numbers, and paragraph numbers and/or letters in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 14: GOVERNING LAW

1. This Agreement is to be governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Fulton County.

SECTION 15: EXECUTION IN COUNTERPARTS

1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Substitute Solicitor's Initials _____

SECTION 16: ENTIRE AGREEMENT

1. There are no other written or oral understandings directly or indirectly related to this Agreement that are not set forth in the Agreement.
2. This Agreement is the entire Agreement among the Parties on the matters contained herein, and it may be modified only in a writing signed by the Parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked, extinguished, and waived.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

City Attorney

SUBSTITUTE SOLICITOR

By: _____

Thomas Elijah Francis, Substitute Solicitor

Date: _____

Substitute Solicitor's Initials _____

EXHIBIT “A”

Job Summary

Under direction of the City Administrator, represents the cities of Alpharetta and Milton as legal counsel in prosecution of cases, to include managing and conducting litigation, recommending disposition of cases, conducting legal research, interpreting laws and regulations, providing legal advice, and overseeing activities of support staff in/out of court. The City Solicitor shall be appointed by the mayor and city council. Under an intergovernmental agreement, the cities of Alpharetta and Milton will share the cost of this position at its co-located court in the City of Milton.

Essential Job Functions and Responsibilities

*The following duties are typical for this classification. Incumbents **may not perform** all of the listed duties and/or **may be required to perform** additional or different duties from those set forth below to address business needs and changing business practices. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

- Interprets, explains, applies, and ensures compliance with all applicable codes, laws, rules, regulations, standards, policies, and procedures; initiates any actions necessary to correct deviations or violations.
- Consults with Director of Municipal Court Services, City officials, judges, outside counsel, and other officials to review operations/activities, review/resolve problems, receive advice/direction, and provide recommendations.
- Manages assigned caseload to prosecute ordinance and misdemeanor cases falling within jurisdiction of the cities of Alpharetta and Milton Municipal Court: researches, prepares, and litigates cases brought before the Court in arraignments, hearings, and bench trials; reviews case records, statements, and related documentation; interviews witnesses and victims; calculates court costs and fines; evaluates strengths/weaknesses of cases and, determines validity of cases, and makes recommendations concerning disposition of cases.
- Conducts pre-trial negotiations and arraignments, conducts plea negotiations, plea bargaining, and plea recommendations; prepares pleadings for negotiations with defense attorneys and for presentation to court; conducts negotiations with attorneys and/or with defendants without legal representation.
- Conducts bench trials, presents legal issues related to all motions and pleas; prepares court documents, motions, briefs, exhibits, and opening/closing statements; prepares witnesses for trials; determines trial strategies and determines best method of obtaining favorable resolution of cases; determines and prepares sentencing recommendations.

- Conducts legal research to identify current law and changes in law, to locate case authorities or other law, to identify precedents, or to locate other information, conducts research of law books, electronic data sources, Internet sites, hardcopy materials, or other sources.
- Provides legal counsel, recommendations, and advice regarding court cases or other functions related to the business of the Court.
- Prepares or completes various forms, reports, correspondence, performance evaluations, legal documents, litigation documents, legal pleadings, motions, briefs, court orders, plea recommendations, sentence sheets, opening/closing statements, court documents, or other documents.
- Receives various forms, reports, correspondence, warrants, citations, police reports, driving records, criminal history reports, crime laboratory reports, medical reports, witness statements, depositions, defense motions, attorneys' letters, court calendars, court orders, legal documents, maps, grids, laws, ordinances, legislative updates, policies, procedures, manuals, directories, research materials, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.
- Communicates with Director of Municipal Court Services, City officials, other departments, employees, attorneys, outside counsel, judges, court personnel, defendants, victims, witnesses, jurors, law enforcement personnel, state/federal agencies, the public, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, resolve problems, or give/receive advice/direction.
- May provide legal training or advice to police and other City staff.
- Maintains a comprehensive, current knowledge of applicable laws/regulations, maintains an awareness of new trends and advances in the profession; reads professional literature; maintains professional affiliations; participates in continuing education activities; attends bar meetings, conferences, workshops, and training sessions as appropriate.
- Performs related duties as required or assigned.

Minimum Qualifications

Knowledge of:

- Principles and practices of criminal prosecution, including the litigation process, trial strategies and techniques, interviewing techniques, pre-trial negotiations, and plea bargaining.
- Principles, methods, and guidelines associated with municipal law, including the judicial system, courtroom rules/procedures, filing of legal documents, legal research, and interpretation of laws.
- City, county, state, and federal laws, ordinances, and statutes.
- Duties, powers, limitations, and authorities of a city solicitor.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Excellent written and oral speaking skills.

Substitute Solicitor's Initials _____

Ability to:

- Research, analyze and apply legal principles, facts, evidence, and precedents to legal problems.
- Read and understand statutes, case law, and legal terms and theory.
- Prepare legal documents, motions, pleadings, and other legal documents.
- Effectively lead, motivate, and evaluate assigned staff.
- Coordinate, manage, and/or correlate data.
- Function in a director capacity for a major organizational unit requiring significant internal and external interaction.
- Use a wide variety of legal research methods.
- Utilize consulting and advisory data and information, as well as reference, descriptive and/or design data and information as applicable.
- Exercise good judgment, consistency, timeliness, and respect in decision-making.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Minimum Qualifications

Any combination of education and experience sufficient to successfully perform the essential functions of the job qualifies.

- A Juris Doctorate degree from an accredited law school.
- Five years as a member of the Georgia Bar Association.
- Three (3) years previous experience and/or training that includes municipal law, criminal law, traffic law, prosecution in state/federal courts, general law practice, courtroom procedures, legal research, case management, and supervision.
- Must possess and maintain valid State Bar of Georgia Law License, with membership in good standing to practice law in Georgia Courts.
- Possession of, or ability to obtain, an appropriate, valid Georgia driver's license.

Physical Demands

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and operate office equipment. Continuous sitting and upward and downward flexion of neck; fine finger dexterity; light to moderate finger pressure to manipulate keyboard, equipment controls, and office equipment; pinch grasp to manipulate writing utensils. Frequent side-to-side turning of neck, walking, standing, bending, stooping, pushing/pulling, and twisting at waist; moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 20 lbs. from below waist to above shoulders and transporting distances up to 50 yards. Occasional squatting, kneeling, and reaching above and at shoulder height; moderate grasping to manipulate reference books and manuals; lifting objects weighing 20-35 lbs. from below waist to above shoulders and transporting distances up to 50 feet.; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment.

Hearing: Hear in the normal audio range with or without correction.

Supplemental Information

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: December 8, 2025

AGENDA ITEM:

Resolution: Condemnation of Parcel 1 of the Alpha Loop - Devore Road Project

Consideration and adoption of a Resolution to condemn property interest in Tax Parcel No. 12 258206960725 at 11700 Haynes Bridge Road (Parcel Owner: QuikTrip Corporation) of the Alpha Loop - Devore Road Project (Parcel No. 1); estimated just and adequate compensation: \$7,800.00 for 0.002 Acres (65.500 Square Feet) of Fee Simple Right of Way; 2,107.611 Square Feet of Temporary Construction Easement; and One (1) Driveway Easement.

STAFF RECOMMENDATION:

Adopt a Resolution to condemn property interest in Tax Parcel No. 12 258206960725 at 11700 Haynes Bridge Road (Parcel Owner: QuikTrip Corporation) of the Alpha Loop - Devore Road Project (Parcel No. 1) and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

The City of Alpharetta has determined that it is necessary for the City to exercise its powers of eminent domain to acquire certain interests in this parcel in furtherance of the Alpha Loop - Devore Road Project

Adoption of this resolution will authorize the City Attorney's Office to acquire, through the use of Eminent Domain, the necessary property rights to, in, over, under, through and across the property identified as Parcel 01 of this Project in order to ensure the timely completion of the Alpha Loop - Devore Road Project. The estimated just and adequate compensation: \$7,800.00 for 0.002 Acres of Fee Simple Right of Way, 2,107.611 Square Feet of Temporary Construction Easement, and One (1) Driveway Easement.

Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

ALTERNATIVES:

Do not adopt this resolution and redesign and delay the timely completion of this project.

ATTACHMENTS:

1. Alpha Loop Devore Rd Parcel 01



CITY OF ALPHARETTA

Alpha Loop - Devore Road

(Project #240243)

Parcel 1

Tax Parcel ID No.: 12 258206960725

Condemnee: QuikTrip Corporation

For City Council Review, Consideration, and Execution:

- (1) Resolution
- (2) Declaration of Taking
- (3) Order to Condemn



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution, the Official Code of Georgia Annotated § 32-3-1 et seq., and O.C.G.A. § 22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct and improve the Alpha Loop on Devore Road, to serve as a part of the transportation system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and improvement of Alpha Loop on Devore Road being known and designated as the Alpha Loop Improvement Project (Project No.: 240243) and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. § 32-3-1 et seq. to acquire certain interests in property for the construction of the project; and

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as QuikTrip Corporation;

WHEREAS, the City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

- that the City Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1 et seq. in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit “A” attached hereto and incorporated herein by reference, all to the use of the City, said property being now or formerly vested in QuikTrip Corporation, its successors or assigns.
- **IT IS HEREBY FURTHER RESOLVED**, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.
- **IT IS HEREBY FURTHER RESOLVED**, that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

SO RESOLVED this ____ day of _____ 2025.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Fergal Brady

Council Member Douglas J. DeRito

Council Member John Hipes

(SEAL)

Attest: Approved as to form and legal sufficiency:

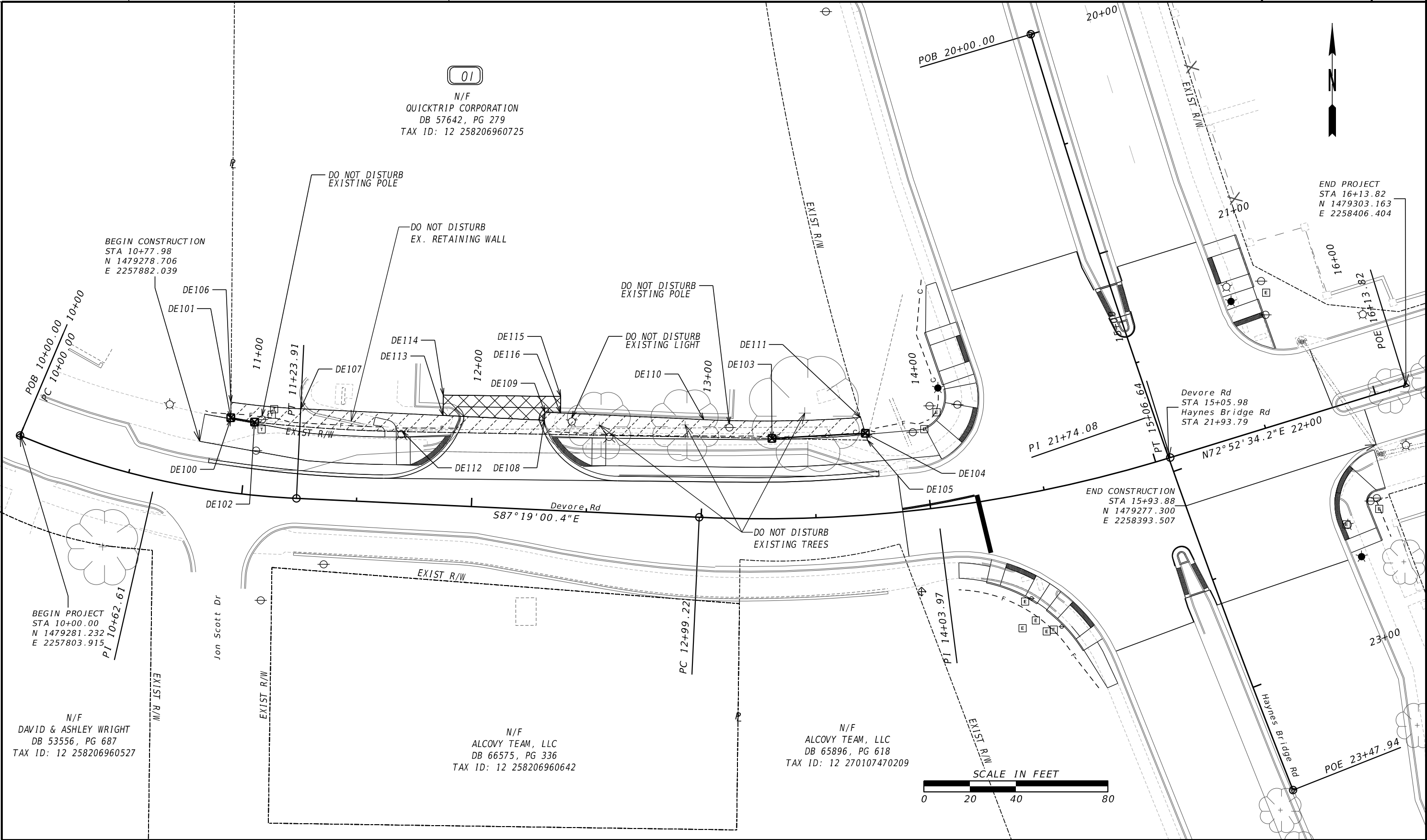
Lauren Shapiro, City Clerk

_____, City Attorney

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.

EXHIBIT

A



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E----- -----C-----F-----	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQ'D LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA	-----ooo----- -----ooo----- -----HH----- -----HH----- -----HH-----	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO. 240243 COUNTY: 121 LAND LOT NO: 696/747 LAND DISTRICT: 1 GMD N/A DATE 09/03/2025	SH 01 02 DRAWING No. 60-0001

PARCEL 01
DE1000
REQ'D R/W AREA 1

PNT	OFFSET/ DIST		STATION/ BEARING	NORTHING/EASTING COORDINATES			ALIGNMENT

DE100	31.635	L	10+90.690	N	1479288.315	E 2257895.512	Devore Rd
	0.649		N0.508°E				
DE101	32.279	L	10+90.595	N	1479288.964	E 2257895.518	Devore Rd
	10.513		S79.645°E				
DE102	31.698	L	11+02.148	N	1479287.074	E 2257905.859	Devore Rd
ARC LENGTH = 10.42							
CHORD BEAR = N83.162°W							
LNTH CHORD = 10.42							
RADIUS = 689.22							
DEGREE = 8.313							
DE100	31.635	L	1090.690	N	1479288.315	E 2257895.512	Devore Rd
REQD R/W =		3.498	SF				
REQD R/W =		0.000	ACRES				

PARCEL 01
DE1001
REQ'D R/W AREA 2

PNT	OFFSET/ DIST		STATION/ BEARING	NORTHING/EASTING COORDINATES			ALIGNMENT

DE103	34.921	L	13+31.038	N	1479279.938	E 2258130.812	Devore Rd
	40.667		N86.842°E				
DE104	35.446	L	13+74.244	N	1479282.178	E 2258171.418	Devore Rd
	3.142		S17.086°E				
DE105	32.380	L	13+74.969	N	1479279.175	E 2258172.341	Devore Rd
	41.536		N88.948°W				
DE103	34.921	L	13+31.038	N	1479279.938	E 2258130.812	Devore Rd
REQD R/W		= 62.002	SF				
REQD R/W		= 0.001	ACRES				

REQ'D R/W AREA 1 = 3.498 SF
REQ'D R/W AREA 1 = 0.000 ACRES

REQ'D R/W AREA 2 = 62.002 SF
REQ'D R/W AREA 2 = 0.000 ACRES

TOTAL REQ'D R/W = 65.500 SF
TOTAL REQ'D R/W = 0.002 ACRES
REMAINDER = +/- 1.415 ACRES

PARCEL 01
DE1002
EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST		STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT	

DE101	32.279	L	10+90.595	N	1479288.964	E 2257895.518	Devore Rd
	6.783		N0.508°E				
DE106	39.000	L	10+89.582	N	1479295.746	E 2257895.578	Devore Rd
ARC LENGTH = 30.50							
CHORD BEAR = S84.507°E							
LNTH CHORD = 30.49							
RADIUS = 311.00							
DEGREE = 18.423							

DE107	39.000 L	11+23.908	N	1479292.828	E 2257925.927	Devore Rd
	106.092	S87.317°E				
DE108	39.000 L	12+30.000	N	1479287.861	E 2258031.903	Devore Rd
	3.500	N2.683°E				
DE109	42.500 L	12+30.000	N	1479291.358	E 2258032.067	Devore Rd
	69.218	S87.317°E				
DE110	42.500 L	12+99.218	N	1479288.117	E 2258101.209	Devore Rd
ARC LENGTH = 68.15						
CHORD BEAR = N89.181°E						
LNTH CHORD = 68.11						
RADIUS = 557.50						
DEGREE = 10.277						
DE111	42.500 L	13+72.565	N	1479289.091	E 2258169.311	Devore Rd
	7.226	S16.952°E				
DE104	35.446 L	13+74.244	N	1479282.178	E 2258171.418	Devore Rd
	40.667	S86.842°W				
DE103	34.921 L	13+31.038	N	1479279.938	E 2258130.812	Devore Rd
	160.754	N88.948°W				
DE112	31.139 L	11+68.483	N	1479282.889	E 2257970.085	Devore Rd
ARC LENGTH = 64.39						
CHORD BEAR = N86.272°W						
LNTH CHORD = 64.36						
RADIUS = 689.22						
DEGREE = 8.313						
DE102	31.698 L	11+02.148	N	1479287.074	E 2257905.859	Devore Rd
	10.513	N79.645°W				
DE101	32.279 L	10+90.595	N	1479288.964	E 2257895.518	Devore Rd
REQD EASMT = 2107.611 SF						
REQD EASMT = 0.048 ACRES						

PARCEL 01
DE1003
REQ'D DRWY. EASM'T.

PNT	OFFSET/ DIST		STATION/ BEARING	NORTHING/EASTING COORDINATES		ALIGNMENT	

DE113	39.000	L	11+85.841	N	1479289.929	E 2257987.792	Devore Rd
	8.883		N0.701°E				
DE114	47.878	L	11+85.533	N	1479298.811	E 2257987.900	Devore Rd
	51.049		S89.299°E				
DE115	49.643	L	12+36.552	N	1479298.186	E 2258038.946	Devore Rd
	7.148		S0.701°W				
DE116	42.500	L	12+36.799	N	1479291.039	E 2258038.859	Devore Rd
	6.799		N87.317°W				
DE109	42.500	L	12+30.000	N	1479291.358	E 2258032.067	Devore Rd
	3.500		S2.683°W				
DE108	39.000	L	12+30.000	N	1479287.861	E 2258031.903	Devore Rd
	44.159		N87.317°W				
DE113	39.000	L	11+85.841	N	1479289.929	E 2257987.792	Devore Rd
REQD EASMT	=	474.554	SF				
REQD EASMT	=	0.011	ACRES				

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONST.
& MAINTENANCE OF SLOPES
EASEMENT FOR CONST. OF SLOPES
EASEMENT FOR CONST. OF DRIVES

-----E-----

-----C-----F-----

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

-----OO-----

-----OO-----

-----HH-----

-----HH-----

DATE

REVISIONS

DATE

REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY TABLES

PROJECT NO. 240243
COUNTY: 121
LAND LOT NO: 696/747
LAND DISTRICT: 1
GMD N/A
DATE 09/03/2025

SH 02 02

DRAWING No.:
60-0002

GRWPLN-CE
11/05/2020

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DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the state of Georgia, by and through its Mayor and City Council, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in the Order to Condemn contained in and/or relating to said Resolution, a certified copy/duplicate original of which is attached to this Declaration, as Appendix A to Exhibit "A" of and made a part hereof, under O.C.G.A. §§ 32-3-1 et seq.; and

WHEREAS, said interests in the subject property are for public purposes upon, across, and over the tract of land in said city, as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser, upon which the City estimates the sum of money to be deposited into the Court as just and adequate compensation for the interests in the subject property referred above. A copy of the appraiser's sworn statement, is attached hereto, as Appendix C to Exhibit "A" and made a part hereof; and

WHEREAS, in consequence of the sworn statement, the City of Alpharetta, Georgia estimates \$7,800.00 as the just and adequate compensation to be paid for said interests in the subject property as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and now deposits said sum in the Court to the use of the persons entitled thereto.

WHEREAS, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 et seq. and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Exhibit "B," which is attached hereto and made a part hereof of this Declaration, are taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

[CONTINUED ON FOLLOWING PAGE]

By: _____
Jim Gilvin, Mayor

(SEAL)

Attest: Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

_____, City Attorney



**ORDER OF THE CITY OF ALPHARETTA, GEORGIA TO CONDEMN
PROPERTY IN CONNECTION WITH THE ALPHA LOOP IMPROVEMENT
PROJECT (P.I. NO.: 240243)**

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the State of Georgia (the "City"), has laid out and determined to construct and complete the Alpha Loop Improvement Project (Project No.: 240243) for the City; and being more fully shown on a map and drawing on file in the government office of the City located at 2 Park Plaza, Alpharetta, Georgia 30009; and

WHEREAS, in order to maintain the projected schedule of construction for the City, it is necessary that the tract of property, easements and/or other interests and rights for the construction of said project be acquired without delay; and

WHEREAS, the tract of property, easements and/or other rights as herein described and, as listed below, shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation), incorporated herein by reference and made a part of this Order, are essential for the construction of said project:

Property/Rights:

0.002 Acres (65.500 Square Feet) of Fee Simple Right of Way; 2,107.611 Square Feet of Temporary Construction Easement; and One (1) Driveway Easement

Owner(s):

QuikTrip Corporation

Other Potentially Interested Parties:

Georgia Power Company

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Alpharetta City Council that the circumstances are such that it is necessary that the property, easements and other rights as described in the appendices and annexes to this Order be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 et seq. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Alpharetta, Georgia proceed to acquire the title, estate or interest in the lands hereinafter described in the appendices and annexes to this Order by condemnation under the provisions of said Code, and the City Attorney, or her designee(s), is authorized and directed to file the condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of the law.

SO ORDERED by the Mayor and City Council of Alpharetta, Georgia this _____ day of _____ 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Fergal Brady

Council Member Douglas J. DeRito

Council Member John Hipes

(SEAL)

Attest: Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

_____, City Attorney

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.



STAFF REPORT

Department: Police
Submitted By: Molly Esswein
Meeting Date: December 8, 2025

AGENDA ITEM:

Ordinance: Professional Bondsman Text Amendments

SECOND READING

The first reading and public hearing for this item occurred during the December 1, 2025 City Council meeting.

Consideration and adoption of an Ordinance to amend Article XII of Chapter 10 of the Code of the City of Alpharetta to amend requirements for applications for permitting, to provide for renewal applications, to amend regulations regarding the denial or revocation of a permit, to provide for requirements and procedures governing bondsmen, to provide for bond posting and forfeiture, to repeal conflicting ordinances, and for other purposes.

STAFF RECOMMENDATION:

Adopt an Ordinance to amend Article XII of Chapter 10 of the Code of the City of Alpharetta to amend requirements for applications for permitting, to provide for renewal applications, to amend regulations regarding the denial or revocation of a permit, to provide for requirements and procedures governing bondsmen, to provide for bond posting and forfeiture, to repeal conflicting ordinances, and for other purposes.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

ITEM DESCRIPTION:

If approved, this Ordinance would repeal the current Chapter 10 Article XII and replace the Article entirely with the attached proposed language. This amendment would be effective immediately after adoption.

The proposed Ordinance creates a definition section, which defines "professional bondsman". It also requires a professional bondsman to be issued an annual license from the City and describes the process for obtaining a license and creates procedures for denying, suspending, and revoking a license and hearing and appeal rights of a professional bondsman.

It prescribes requirements for how a professional bondsman shall operate and interact with the City, including submitting various agreements, forms, schedules, and monthly reporting documentation. And, it explains the process for bond forfeitures and cancellations. These amendments are proposed and support our efforts of re-opening the Alpharetta Jail.

Since the first reading on December 1, 2025, additional edits have been made to reflect the clarified ownership interests and application requirements.

ALTERNATIVES:

Do not adopt this ordinance and proposed alternative language for the Code amendment.

ATTACHMENTS:

1. Ordinance RE Bondsmen
2. Current Code Article XII Professional Bonds Persons



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE XII OF CHAPTER 10 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA, KNOWN AS THE CITY'S PROFESSIONAL BONDS PERSONS ORDINANCE; TO AMEND REQUIREMENTS FOR APPLICATIONS FOR PERMITTING; TO PROVIDE FOR RENEWAL APPLICATIONS; TO AMEND REGULATIONS REGARDING THE DENIAL OR REVOCATION OF A PERMIT; TO PROVIDE FOR REQUIREMENTS AND PROCEDURES GOVERNING BONDSMEN; TO PROVIDE FOR BOND POSTING AND FORFEITURE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-35-3(a) provides that the governing authority of each municipal corporation shall have power to adopt clearly reasonable ordinances, resolutions and regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, the City Council for the City of Alpharetta ("City Council") previously adopted regulations governing professional bondsmen and bonding companies operating within the City of Alpharetta ("City"); and

WHEREAS, the City Council desires to amend Article XII of Chapter 10 of the Code of the City of Alpharetta to ensure proper management of bonding companies and related procedures;

WHEREAS, the City Council finds that the following amendment to the Code of Ordinances promotes the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of the City;

NOW THEREFORE, the City Council of the City of Alpharetta hereby ordains, as follows:

Section 1. Chapter 10, Article XII of the Code of the City of Alpharetta is hereby repealed in its entirety and replaced with the text included on Exhibit A.

Section 2. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section hereof shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the Mayor and Council

that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 3. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 4. Repealer

All ordinances or parts of ordinances found to be in conflict herewith are hereby repealed.

SO ORDAINED, this ____ day of _____, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

VACANT

Council Member Post 2

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.

EXHIBIT A

ARTICLE XII. PROFESSIONAL BONDSMAN

Sec. 10-366. Definitions

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

Professional bondsman means all persons or bondsmen who hold themselves out as signers or sureties of bail bonds for compensation.

Sec. 10-367. Permit required.

- (a) It shall be unlawful for any person to be engaged in the business of a professional bondsman in the City without having a license therefore from the City as provided in this article.
- (b) To qualify for a license under this article, the applicant shall submit an application to the chief of police on a form proscribed by the City, accompanied by the application fee as established by the chief of police from time to time. The application must be executed by the person primarily responsible for the operation of the business, sworn to and signed in the presence of a notary public or other officer authorized to administer oaths. If the application is filed on behalf of a partnership, then each partner shall sign the application in the presence of a notary public or other officer authorized to administer oaths. If the application is filed on behalf of a limited liability company with individual persons as members, then each member shall sign the application in the presence of a notary public or other officer authorized to administer oaths. If the application is filed on behalf of a corporation or a limited liability company with corporate members, the majority stockholder, as well as the officer or employee of the company or corporation primarily responsible for the operation who is also the named licensee, must sign the application in the presence of a notary public or other officer authorized to administer oaths. The application shall include the following certified information:
 - (1) The name and address of the applicant;
 - (2) A signed and sworn affidavit verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1. If the applicant is a partnership, limited liability company, corporation, or other legal entity, a signed and sworn affidavit verifying the lawful presence of each person who executes the application on behalf of the applicant.

- (3) Documentation that the applicant has been a resident of the state for at least one year before making application to write bonds;
 - (4) A complete record of all arrests and convictions against the applicant and every individual identified in 10-367(b)(6) below for violations of any laws of the city, state, or federal government.
 - (5) Verification that the applicant or the company for which the applicant is applying is approved by the Fulton County Sheriff and remains in good standing with respect to all applicable federal, state, and local laws and all rules and regulations established by the Fulton County Sheriff;
 - (6) If the applicant is a sole proprietor, written proof of age, in the form of a driver's license or a picture identification document containing the applicant's date of birth issued by an agency of a state or of the federal government.
 - (7) If the applicant is not a sole proprietor, then the partnership, limited liability company, corporation, or other legal entity shall submit a complete list of the legal entity's:
 - a. Officers;
 - b. Directors;
 - c. Partners, members, or shareholders (natural persons) holding a ten percent or greater ownership interest in such legal entity, or if there is no shareholder (natural person) with at least a ten percent interest, the ten shareholders with the greatest ownership interest;
 - d. Employee or agent primarily responsible for operation of the business; and
 - e. Written proof of age, in the form of a driver's license or a picture identification document containing the applicant's date of birth issued by an agency of a state or of the federal government for each person listed in subsections (b)(6) a through d of this section.
 - (8) The applicant must submit an affidavit listing all real property in which the applicant and/or applicant business has an interest, stating the ownership of said property, all liens or encumbrances thereon and describing said property in detail, including but not limited to the true market value of said property. Such affidavit shall be submitted according to the standards promulgated by the chief of police.
- (c) Upon receipt of an application, the chief of police shall require an investigation of each applicant for a license under this article. Such investigation shall be made to

determine the moral character and financial condition of the applicant. A report of such investigation and a copy of the traffic and police record of the applicant, if any, shall be maintained in the application file.

(d) No person shall be permitted to sign professional bonds or act as an agent or representative of a bonding company if such person:

(1) Is not at least 18 years of age;

(2) Has not been a resident of the state for at least one year before making application to write bonds;

(3) Has been convicted of a felony or a crime involving moral turpitude;

(4) Has failed to meet bonding obligations in any jurisdiction;

(5) Fails to qualify as a bondsman under applicable state statutes governing who may act in such capacity; or

(6) Has not been approved by the Fulton County Sheriff.

(e) All licenses granted under this article shall be for the calendar year and expire on December 31st of each year. Each subsequent application shall be treated as an initial application and the applicant shall be required to comply with all rules and regulations for the granting of licenses as if no previous license had been held.

(f) No license issued pursuant to this article shall be transferable.

Sec. 10-368. Denial; suspension; revocation; upon renewal.

Each year upon application for a license under this article, the applicant shall comply with the requirements of this article, and the license shall be granted or denied in accordance with this article. The chief of police may deny, suspend, revoke or refuse to issue any license in accordance with the requirements of this article for any of the following causes:

(1) For any cause for which issuance of the license could have been refused had it existed or been known at the time of the issuance of the license.

(2) An applicant furnished fraudulent or untruthful information in the application for a license, or omitted information required in the application for a license, or failed to pay all fees, taxes, or other charges imposed under the provisions of this article.

(3) Misappropriation, conversion or unlawful withholding of money belonging to others and received in the conduct of business under the license.

(4) Conviction of any individual required to sign the application of felony or a crime

- involving moral turpitude.
- (5) Fraudulent or dishonest practices in the conduct of business under the license.
 - (6) Failure to comply with the provisions of this article.
 - (7) Failure to return collateral security to the principal when the principal is entitled thereto.
 - (8) When in the judgment of the chief of police, the licensee has, in the conduct of affairs under the license, demonstrated incompetence or untrustworthiness, or conduct or practices rendering him unfit to carry on the bail bond business, or making his continuance in such business detrimental to the public interest, or that he is no longer in good faith carrying on the bail bond business, or that he is guilty of rebating, or offering to rebate, or offering to divide his compensation, and for any or all such reasons, is found by the chief of police to be a source of detriment, injury or loss to the public.

Sec. 10-369. General operating requirements

In order to act as a professional bondsman in the city, the following requirements shall apply:

- (a) Licensees must sign an agreement with the city providing for an escrow account in any one or more financial institutions designated as city depositories. The agreement will state the required sum that must be deposited in escrow and said sum shall be determined by the chief of police. If this escrow is encroached upon for any reason or if the chief of police otherwise determines that additional escrow is required to ensure the solvency or reliability of the professional bondsman, the City's chief of police may require amendment to the escrow through written notice to the professional bondsman.
- (b) Licensees city shall provide the chief of police with the names of all partners, officer, stockholders, and any other person(s) or corporation(s) having an interest in or involved with the business of the corporation. The licensee shall immediately notify the chief of police of any changes of ownership or direction. Failure of the licensee to comply with these provisions shall result in the immediate suspension of the license under this article.
- (c) Any professional bondsman licensed under this article shall pay the required occupation tax and shall comply with all applicable provisions of article II of chapter 22 of this Code for business licenses and regulations;
- (d) Each individual authorized to execute bonds on behalf of the company must file a properly executed power of attorney from the bonding company with the chief of police.
- (e) A professional bondsman must receive the approval of the chief of police prior to posting a bond or any combination of bonds which total \$25,000.00 or more for

any one individual.

- (f) All professional bondsmen shall file with the chief of police a monthly report. These reports shall include the following information and shall be filed in the form of an affidavit:
- (1) List by name, in alphabetical order, amount, and date of bonds signed during each month.
 - (2) List by name, in alphabetical order, case or indictment number and date of all bonds officially settled during each month.
 - (3) List by name, in alphabetical order, amount, and date of bonds, all judgments rendered by the City, State and/or Superior Court of Fulton County and/or any other counties, subject to collection in the City.
 - (4) List by name, in alphabetical order, amount, and date of bonds, all forfeitures pending in the City of Alpharetta and/or other cities or counties, subject to collection in the city.
 - (5) List all personnel in the employment of the submitting professional bondsman or bonding company.

Sec. 10-370. Return of license upon termination of business.

Any professional bondsman who discontinues writing bail bonds during the period for which he is licensed shall notify the Chief of Police and immediately return the license.

Sec. 10-371. State statutes governing professional bondsmen.

Professional bondsmen shall comply with all applicable state statutes which control bonding procedures with the State of Georgia.

Sec. 10-372. Forfeiture caused by nonappearance of principal.

In the event of the nonappearance of the principal in court on the appointed date and time, the judge shall at the end of the court day, forfeit the bond and order an execution hearing. Procedures for forfeiture of bonds and judgment absolute set forth in state law shall be followed. In addition to the penalties set forth in state law, if the judgment absolute is entered, and payment is not made promptly to the city, the license of the professional bondsman shall be suspended until such time as the judgment absolute is satisfied, or the defendant is returned to custody.

Sec. 10-373. Cancellation of bond.

When the condition of the bond is satisfied or the forfeiture of the bond has been discharged or remitted, the judge shall make an order canceling the bond. Conviction or acquittal of the defendant shall satisfy the terms of the bond written by a professional bondsman.

Sec. 10-374. Exemptions.

Nothing contained in this article shall be construed as affecting the right of a citizen to sign a bond not for compensation, or the right of surety companies who have complied with the laws of the state regulating such companies to carry on their regular business.

Sec. 10-375. Submitting schedules.

The chief of police shall have the right and authority at all times to require a professional bondsman to submit schedules of property and of bonds upon which they appear as surety. In the event such schedules disclose the insolvency or inability of a professional bondsman to sign bonds because of an excess of liability over assets, then the chief of police shall have the power to bar such professional bondsman from signing further bonds in the city for so long as such insolvency or inability exists. Any professional bondsman who shall fail to furnish such schedules on demand, or who shall furnish a false schedule, shall thereafter be barred from signing bonds in the city.

Sec. 10-376. Violations.

Any professional bondsman violating this article shall, on conviction, be punished as provided by law, and be subject to suspension or revocation of any license under this article.

Sec. 10-377. Hearing; license denial, suspension, revocation; appeal.

- (a) The person, or agent thereof, whose license application is denied or whose permit is suspended or revoked shall be notified by the chief of police of the reason for such denial, suspension, or revocation.
- (b) When the chief of police issues a written notice of intent to deny, suspend, or revoke a license, the chief of police shall immediately send such notice, which shall include the specific grounds under this article for such action, to the applicant or licensee (respondent) by personal delivery or certified mail. The notice shall be directed to the most current business address or other mailing address on file with the Police Department for the respondent. The notice shall also set forth the following: The respondent shall have ten days after the delivery of the written notice to submit, at the office of the chief of police, a written request for a hearing. If the respondent

does not request a hearing within said ten days, the chief of police's written notice shall become a final denial or decision regarding suspension or revocation.

- (c) If the respondent does make a written request for a hearing within said ten days, then the chief of police shall, within ten days after the submission of the request, send a notice to the respondent indicating the date, time, and place of the hearing. The hearing shall be conducted not less than 10 days nor more than 20 days after the date that the hearing notice is issued.
- (d) The city administrator or his/her designee shall serve as the hearing officer for any such appeal.
- (e) The standard of proof on all issues in the hearing shall be a preponderance of the evidence and a determination will be made on the basis of the evidence presented at the hearing.
- (f) At the hearing, after presentation of the case against the respondent, the respondent will have an opportunity to present his case, to rebut the allegations made against him, and present whatever defenses he has. The respondent shall have the right to be represented by an attorney, at the expense of the respondent, and to present evidence and cross-examine opposing witnesses.
- (g) At the conclusion of the hearing, the findings and conclusions of the city administrator shall be forwarded to the chief of police, and it shall be the duty of the chief of police to provide written notification via certified mail to the respondent of the decision of the city administrator.
- (h) The decision of the city administrator shall be final unless appealed to the Superior Court of Fulton County within 30 days of receipt of the written notification to the respondent of the decision.
- (i) For purposes of this section, notice shall be deemed delivered when personally served or when served by certified mail postage prepaid within three days after the date of deposit in the United States Mail.

Secs. 10-378—10-404. Reserved.

ARTICLE XII. PROFESSIONAL BONDS PERSONS¹

Sec. 10-366. Definition of professional bonds person.

- (a) Bondsmen or persons who hold themselves out as signers or sureties of bonds for compensation are declared to be professional bonds persons.
- (b) A professional bondsperson is one who holds himself out as a signer or surety of bonds for compensation who must meet the following qualifications:
 - (1) Is 18 years of age or over;
 - (2) Is a resident of the state for at least one year before making application to write bonds;
 - (3) Is a person of good moral character and has not been convicted of a felony or any crime involving moral turpitude; and
 - (4) Is approved by the sheriff and remains in good standing with respect to all applicable federal, state, and local laws and all rules and regulations established by the sheriff in the county where the bonding business is conducted.
- (c) The sheriff of the county in which the bonding business is conducting business or is seeking approval to conduct business shall initiate a criminal background investigation to ensure that a professional bonds person has not been convicted of a felony or a crime involving moral turpitude in this state or any other jurisdiction. The sheriff shall require the professional bonds person to furnish two full sets of fingerprints which the sheriff shall submit to the Georgia Crime Information Center. The center shall submit a full set of fingerprints to the Federal Bureau of Investigation for a national criminal history record check.
- (d) It shall be the duty of each professional bonds person approved by the sheriff in accordance with this section to provide the clerk of each court before which one or more of such professional bonds person's principals are required to appear with the business name, complete address, telephone number, and e-mail address of the chief operating officer or his designee of such professional bonds person for the purpose of receiving any notices that may be sent pursuant to O.C.G.A. § 17-6-71. Each professional bonds person shall have the duty to keep such information current and accurate. It shall be the duty of each clerk of court to keep, maintain, and update such information as provided by a professional bonds person.

(Code 1989, § 12-30; Ord. No. 139, § 2, 10-28-1974)

Sec. 10-367. Permit—Required.

It shall be unlawful for any person to be engaged in the business of professional bonds person until authorized so to do by a permit granted by the city council upon recommendation of the police chief and/or police committee. No business license shall be issued to a professional bonds person until such permit has been granted.

(Code 1989, § 12-31; Ord. No. 139, § 1, 10-28-1974)

¹State law reference(s)—Professional bonds persons generally, O.C.G.A. § 17-6-50 et seq.

Sec. 10-368. Same—Suspension or revocation authorized.

The chief of police and/or police committee shall have the right at any time to suspend the permit of any person, or agent thereof, engaged in the business of acting as a professional bonds person for noncompliance with this article. The police committee and/or chief of police shall have the right to suspend, for a definite period of time, or to permanently revoke, any such permit.

(Code 1989, § 12-32; Ord. No. 139, § 6, 10-28-1974)

Sec. 10-369. Same—Hearing on suspension.

The person, or agent thereof, whose permit is suspended shall be notified by the chief of police and/or police committee of the reason for such suspension and shall be given the right, within 30 days from the effective date of such suspension, to appear before the police committee and to show cause why the suspension should not be made permanent. Failure to appear within the specified time or any extension thereof shall, of course, automatically forfeit the permit.

(Code 1989, § 12-33; Ord. No. 139, § 7, 10-28-1974)

Sec. 10-370. Exemptions.

Nothing contained in this article shall be construed as affecting the right of a citizen to sign a bond not for compensation, or the right of surety companies who have complied with the laws of the state regulating such companies to carry on their regular business.

(Code 1989, § 12-34; Ord. No. 139, § 3, 10-28-1974)

Sec. 10-371. Contents of bond.

- (a) Each bond signed by any professional bonds person shall, on a separate affidavit, contain:
 - (1) A description of all real property in the county owned in fee simple by such person, and the clear market value of each item of real property so scheduled shall be set forth;
 - (2) A description of each mortgage, lien or other encumbrance affecting such real property, showing the maturity date and amount thereof;
 - (3) A statement of the total amount of all bonds upon which the petitioner may, at that time, appear as surety; and
 - (4) A sub-schedule of all bonds upon which the petitioner may, at that time, appear as surety which have been forfeited and not paid.
- (b) All schedules and sub-schedules required by this article shall be made under oath by the petitioner, provided that, if the petitioner is a firm, each member of the firm shall sign the same, and if a corporation, two principal officers thereof authorized by the corporation's bylaws shall sign the same, and the corporate seal shall be affixed.

(Code 1989, § 12-35; Ord. No. 139, § 4, 10-28-1974)

Sec. 10-372. Submitting schedules.

The chief of police and/or police committee shall have the right and authority at all times to require professional bonds persons to submit schedules of property and of bonds upon which they appear as surety. In the event such schedules disclose the insolvency or inability of a bonds person to sign bonds because of an excess of liability over assets, then the committee shall have the power to bar such bonds person from signing further bonds in the municipal court for so long as such insolvency or inability exists. Any professional bonds person who shall fail to furnish such schedules on demand, or who shall furnish a false schedule, shall thereafter be barred from signing bonds in connection with cases in the municipal court.

(Code 1989, § 12-36; Ord. No. 139, § 5, 10-28-1974)

Sec. 10-373. Violations.

Any professional bonds person violating this article shall, on conviction in the municipal court, be punished as provided by law. In addition thereto, any bonds person convicted of any violation of this article shall automatically be barred from signing bonds in the city.

(Code 1989, § 12-37; Ord. No. 139, § 8, 10-28-1974)

Secs. 10-374—10-404. Reserved.



STAFF REPORT

Department: Finance
Submitted By: Tom Harris
Meeting Date: December 8, 2025

AGENDA ITEM:

Ordinance: Insurer License Fees Text Amendments

SECOND READING

The first reading and public hearing for this item occurred during the December 1, 2025 City Council meeting.

Consideration of an Ordinance to amend Article II of Chapter 42 (Insurer License Fees) of the Code of the City of Alpharetta, Georgia; To Provide for Effective Dates; To Repeal All Ordinances in Conflict Herewith; and for Other Purposes.

STAFF RECOMMENDATION:

Adopt an Ordinance to amend Article II of Chapter 42 (Insurer License Fees) of the Code of the City of Alpharetta, Georgia; To Provide for Effective Dates; To Repeal All Ordinances in Conflict Herewith; and for Other Purposes.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

In 2025, the City Council amended Article II of Chapter 42 (Insurer License Fees) to increase the annual license fee for insurers doing business within the City. However, the required certified copy of ordinance changes was not filed with the Insurance Commissioner within the statutory deadline, and the increased Insurer License Fees as adopted on June 2, 2025 is not currently in effect, and it is necessary to adopt a new ordinance in order to file with the Insurance Commissioner.

The proposed ordinance raises the license fee for additional business locations from \$35.00 to \$52.50, and states that the license fees imposed are due and payable beginning on January 1, 2026.

There have been no changes to the ordinance since the first reading on December 1, 2025.

ALTERNATIVES:

Do not adopt the Ordinance and forego the opportunity to amend the insurer license fee amount.

ATTACHMENTS:

1. Ordinance Amending Insurer License Fees



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE II OF CHAPTER 42 (INSURER LICENSE FEES) OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO PROVIDE FOR EFFECTIVE DATES; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-35-3(a) provides that the governing authority of each municipal corporation shall have power to adopt clearly reasonable ordinances, resolutions and regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, the Mayor and City Council amended Article II of Chapter 42 (Insurer License Fees) to increase the annual license fee levied upon each insurer doing business within the City on June 2, 2025; and

WHEREAS, the Official Code of Georgia Annotated ("O.C.G.A.") Sec. 38-8-8(c) requires the City file with the Commissioner of the Department of Insurance of the State of Georgia ("Insurance Commissioner") a certified copy of changes to Insurer License fees within 45 days of enactment as a condition to the validity and enforceability of such amendments; and

WHEREAS, the required certified copy of ordinance changes was not filed with the Insurance Commissioner within the statutory deadline and thus the increase in Insurer License Fees as adopted on June 2, 2025 is not currently in effect; and

WHEREAS, the Mayor and City Council desire to adopt a new ordinance amendment to Article II of Chapter II (Insurance License Fees) and to direct the City Clerk to provide a certified copy of the amended ordinance to the Insurance Commissioner within 45 days of its adoption;

NOW THEREFORE, the Mayor and City Council of the City of Alpharetta hereby ordains, as follows:

Section 1. Chapter 42, Article III of the Code of the City of Alpharetta is hereby amended as set forth in Exhibit "A", attached hereto and incorporated herein by reference, by removing the strikethrough language and adding the bold, underlined language.

Section 2. The City Clerk is hereby directed to forward a duly certified copy of this ordinance to the Insurance Commissioner of the State of Georgia within 45 days of its adoption.

Section 3. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause,

sentence, paragraph, or section hereof shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the Mayor and Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 5. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 6. Repealer

All ordinances or parts of ordinances found to be in conflict herewith are hereby repealed.

SO ORDAINED, this 8th day of December, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

VACANT

Council Member – Post 2

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

First Reading: _____

Second Reading: _____

EXHIBIT "A"

ARTICLE II. INSURER LICENSE FEES

Sec. 42-29. Insurer license fees.

There is hereby levied for the year ~~2002~~ **2026** and for each year thereafter an annual license fee upon each insurer doing business within the city in the amount of \$150.00. For each separate business location in excess of one, not covered by section 42-30, which is operating on behalf of such insurers within the city, there is hereby levied a license fee in the amount of \$150.00. For the purposes of this article, the term "insurer" means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. § 33-3-5.

Sec. 42-30. License fees for insurers insuring certain risks at additional business locations.

For each separate business location not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing, and in connection with such loans or sales offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance, said insurer shall pay an additional license fee of ~~\$35.00~~ **52.50** per location **for the year 2026 and for each year thereafter.**

Sec. 42-31. Gross premiums tax imposed on life insurers.

There is hereby levied **for the year 2026 and for each year thereafter** an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the state in an amount equal to one percent of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1. The term "gross direct premiums," as used in this section, shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 42-29.

Sec. 42-32. Gross premiums tax, all other insurers.

There is hereby levied **for the year 2026 and for each year thereafter** an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in O.C.G.A. § 33-3-5(1), doing business within the state, in an amount equal to 2½ percent of the gross direct premiums received during the preceding calendar year, in accordance with O.C.G.A. § 33-8-8.2. The term "gross direct premiums," as used in this section, shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 42-29.

Sec. 42-33. Due date for license fees.

License fees imposed in sections 42-29 and 42-30 shall be due and payable on the first day of 2026 and on the first date of each subsequent year.

Secs. 42-34—42-54. Reserved.



STAFF REPORT

Department: Finance
Submitted By: Tom Harris
Meeting Date: December 8, 2025

AGENDA ITEM:

Ordinance: Mobile Food Vendors and Pawnshops Text Amendments

SECOND READING

The first reading and public hearing for this item occurred during the December 1, 2025 City Council meeting.

Consideration of an Ordinance to amend Article X of Chapter 10, titled "Mobile Food Vendors" and Article XI of Chapter 10, titled "Pawnshops" of The Code of the City of Alpharetta, Georgia.

STAFF RECOMMENDATION:

Adopt an ordinance to amend Article X of Chapter 10, titled "Mobile Food Vendors" and Article XI of Chapter 10, titled "Pawnshops" of The Code of the City of Alpharetta, Georgia.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

The City Council previously adopted ordinances establishing regulations for the operation of pawnshops and mobile food vendors within the City.

The proposed ordinance, if approved, would amend the annual license fees for mobile food vendors and pawnshops from \$150.00 to \$175.00.

There have been no changes since the first reading on December 1, 2025.

ALTERNATIVES:

Do not adopt an ordinance and forego the opportunity to increase the license fees for mobile food vendors and pawnshops by \$25.00.

ATTACHMENTS:

1. Ordinance Amending License Fees (Mobile Food Vendors and Pawnshops)
2. Current Code Sec. 10_316 Fees
3. Current Code Sec. 10_337 Licensing requirements



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE X OF CHAPTER 10 (MOBILE FOOD VENDORS) AND ARTICLE XI OF CHAPTER 10 ("PAWNSHOPS") OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND PROVISIONS REGARDING LICENSING REQUIREMTNS AND FEES; TO PROVIDE FOR EFFECTIVE DATES; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-35-3(a) provides that the governing authority of each municipal corporation shall have power to adopt clearly reasonable ordinances, resolutions and regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, the City Council for the City of Alpharetta ("City Council") previously adopted ordinances establishing regulations for the operation of pawnshops and mobile food vendors within the City of Alpharetta ("City"); and

WHEREAS, the City Council desires to amend Article X of Chapter 10 of the Code of the City of Alpharetta to increase the annual license fee for mobile food vendors within the City;

WHEREAS, the City Council desires to amend Article XI of Chapter 10 of the Code of the City of Alpharetta to increase the annual license fee for pawnshops within the City;

WHEREAS, the City Council finds that the following amendment to the Code of Ordinances promotes the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of the City;

NOW THEREFORE, the City Council of the City of Alpharetta hereby ordains, as follows:

Section 1. Chapter 10, Article X, Sec. 10-316 of the Code of the City of Alpharetta is hereby repealed in its entirety and replaced with the following:

"The fee for each license under this article shall be \$175.00 annually."

Section 2. Chapter 10, Article IX, Sec. 10-337(a) of the Code of the City of Alpharetta is hereby amended by deleting any reference to a license fee in the amount of \$150 and replacing with a license fee in the amount of \$175.00.

Section 3. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section hereof shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the Mayor and Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 5. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 6. Repealer

All ordinances or parts of ordinances found to be in conflict herewith are hereby repealed.

SO ORDAINED, this ____ day of _____, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

VACANT

Council Member Post 2

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.

Sec. 10-316. Fees.

The fee for every application for license under this section shall be established by the city council, from time to time, and made available for public examination in the office of the city clerk.

(Code 1989, § 12-215; Ord. No. 674, § 1, 4-8-2013; Ord. No. 697, § 1, 10-6-2014)

Sec. 10-337. Licensing requirements.

- (a) It shall be unlawful for any person to conduct or transact a pawnbroker business or pawnshop without first obtaining a city license. The fee for such license shall be \$150.00 annually. Licenses are not transferable.
- (b) No license shall be issued to any person who has been convicted of a felony or a crime involving moral turpitude as defined by the laws of the state unless a full and complete pardon has been granted.
- (c) No license shall be issued to any person under the terms of this chapter if any false information is furnished upon the application by the applicant to the appropriate authorities of the city.
- (d) No license shall be issued to any person who has been convicted of usury under the laws of this state or of any other state.
- (e) No license shall be issued until the applicant has been investigated by the city police department, and a favorable report is received from the police department as to his general reputation in the business community.
- (f) No license shall be issued to any person who is not a resident of this county, or who does not maintain a registered agent in the county.
- (g) No license shall be issued to any person who does not maintain a blanket bond in an amount not less than \$10,000.00. Such bond must be made payable to the city.
- (h) No license shall be issued unless the names and addresses of all persons holding any interest in the business are listed and those persons have signed the application.
- (i) No license shall be issued to any person who is engaged in any finance or lending business.

(Code 1989, § 12-72; Ord. No. 273, § 2, 3-26-1990)



STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: December 8, 2025

AGENDA ITEM:

Power Installation: Alpha Loop

Discussion regarding power installation on the Alpha Loop for Lights on the Loop and other projects.

STAFF RECOMMENDATION:

Discuss the topic and provide staff direction.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

There has been discussion amongst members of the City Council regarding the future of installing power infrastructure along certain portions of the Alpha Loop. It was discovered this year that the Lights on the Loop event, sponsored by the Alpha Loop Foundation, had to procure temporary power for the event to take place. It is believed this event will take place year over year and may have the opportunity to grow and expand. The thought of installing permanent power that would service this event and potentially open up the Alpha Loop for other events/projects has been discussed.

We are seeking direction on whether or not the City Council would like to add power installation to the Alpha Loop to our capital project list. This discussion will guide our future action, if any, regarding this concept.

ALTERNATIVES:

This item is for discussion purposes only. No vote will be taken.

ATTACHMENTS: