November 16, 2026 | **WORK SESSION MEETING AGENDA** | **5:00 PM**

11360 Lakefield Drive
Johns Creek, GA 30097

www.JohnsCreekGA.gov

As set forth in the Americans with Disabilities Act of 1990, the City of Johns Creek will assist citizens with special needs given proper notice (7 working days) to participate in any open meetings of the City of Johns Creek. Please contact the City Clerk's Office via telephone (678-512-3212) or email at allison.tarpley@johnscreekga.gov should you need assistance.

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. MAYOR'S REMARKS

4. STRATEGIC PRIORITIES

5. ON-GOING PROJECTS

5.a. Retreat Options - 15 Minutes
Agenda Report

5.b. Alcohol Ordinance Amendment to Expand Open Container Special District for Town Center Area - 30 Minutes
Agenda Report
Attachment 1 - Alcoholic Beverages Ordinance Amendment
Attachment 2 - Amended Special District Open Container Area Map for Town Center

5.c. Pathways to Life /One Johns Creek Agreement Renewal - 15 Minutes
Agenda Report
Existing MOU
Proposed Agreement

6. ROUTINE BUSINESS (non-discussion)

6.a. Budget Policy Clean-Up Amendment
Agenda Report
Budget Policy Draft - Red-Line Version
Resolution Adopting Policy
Ordinance

6.b. FY27 Budget Amendment #2
Agenda Report
Ordinance

6.c. Judges Compensation Amendment
Agenda Report

7. EXECUTIVE SESSION

8. ADJOURNMENT

AGENDA REPORT

To: Honorable Mayor and City Council

From: Kimberly Greer, City Manager

Agenda: November 16, 2026 – Work Session

Item: **Retreat Location and Date Options**

Item Summary

Staff presents three potential locations for the January 2027 Strategic Planning Retreat: (1) Coworking Space in Lawrenceville, (2) Georgia Municipal Association Headquarters in Atlanta, (3) City Springs in Sandy Springs. Staff requests Council preference for location and on which day or combination of days to hold the retreat (within the three days scheduled for the retreat (January 29 – January 31)): (A) Friday only, (B) Saturday only, or (C) Friday and half-day Saturday.

Background

The annual strategic planning retreat is one of the most impactful Council gatherings of the year. Retreats are essential for effective policymaking, fostering collaboration, optimizing resource allocations, and ensuring that the City's future actions are aligned with Council's vision. The retreat also presents an important opportunity for the Council to look past the day-to-day business items and give direction within each of the strategic priorities.

Council has previously set the calendar, holding the last Friday/Saturday/Sunday of January for the retreat. Past retreat locations have ranged from outside of Georgia (such as Greenville, Huntsville, and Columbus), to nearby retreat facilities (such as Lake Lanier in Buford and Evergreen in Stone Mountain), to nearby cities (such as Mountain Park and Sugar Hill). Although the retreat, or portion thereof, has occasionally been held at City Hall (such as when facing inclement weather), off-site retreat locations are preferred as they provide a greater opportunity for focus without distraction and can improve alignment within the Council.

Timing

As part of the 2027 meeting schedule adoption, Council designated Friday, January 29 – Sunday, January 31, 2027 for the Retreat. Within that timeframe, staff seeks Council feedback on the ideal duration of the retreat. Given the topics of the retreat this year are well-defined (including significant decisions on projects within each of the five strategic priorities, review of the updated Capital Improvement Program (for FY2028-FY2032), review of the updated the 10-Year Financial Forecast, and Executive Session), staff anticipates the

retreat would be best accommodated in either one long day (9 a.m. – 5 p.m.) or one and a half days (9 a.m. – 3 p.m. followed by a 9 a.m. – noon).

Council's preference is requested between:

(A) Friday only
(B) Saturday only
(C) Friday with half-day Saturday

Location

Staff found three solid locations within an hour's drive of Johns Creek. Each of the three options is presented below with estimated cost components and potential added benefit. Each facility has a room of proper size, with A/V equipment, and can be set up in a floor plan matching the needs of the retreat. For consistency in comparison, staff used the Friday with half-day Saturday option for the room rental fee.

(1) Cornerstone Coworking – 279 W. Crogan Street, Lawrenceville
$1,475 room rental fee
$300 lunch estimate (outside food allowed, assume sandwich order for lunch)
$50 drinks/snack estimate
$1,825 estimated cost
Added benefit – should Council have interest, a tour of downtown Lawrenceville (much of which has redeveloped in the last ten years) could be arranged

(2) Georgia Municipal Association Headquarters – 201 Pryor Street, SW Atlanta
$1,350 room rental fee
$300 lunch estimate (outside food allowed, assume sandwich order for lunch)
$50 drinks/snack estimate
$1,700 estimated cost
Added benefit – should Council have interest, both Fulton County offices and the Georgia Capitol are within walking distance of the site.

(3) City Springs – 1 Galambos Way, Sandy Springs
$650 room rental fee
$780 lunch estimate – no outside food allowed; all food must be ordered from the catering menu
$150 drinks/snack estimate
$1,580 estimated cost
Added benefit – should Council have interest, a tour of City Springs, or discussion regarding the upcoming second phase of City Springs could be arranged.

Next Steps

With feedback from Council on the location and duration, staff will finalize booking of the facility, notice the meeting, and prepare for the productive discussions.

AGENDA REPORT

To: Honorable Mayor and City Council

From: Ben Song, Community Development Director

Agenda: November 16, 2026 – Work Session

Item: **A-26-006 – Alcoholic Beverages Ordinance Amendment to Expand Open Container District for Town Center Area**

Item Summary
Staff proposes expanding the Town Center Special District Open Container Area to include the property located at 11455 Lakefield Drive, currently occupied by Six Bridges Brewing and other businesses.

Background
In November 2021, the City adopted a new Alcoholic Beverages Ordinance establishing a Special District Open Container Area within the 192-acre Town Center. At the time, the district boundaries were limited to properties located within the designated Town Center area. Since its adoption, the Town Center has experienced significant development, including the completion and opening of Medley Johns Creek, featuring a variety of restaurants and retail establishments. Additionally, substantial roadway and pedestrian infrastructure improvements have enhanced connectivity between Medley, The Boardwalk Park, and surrounding commercial properties. These improvements, including enhanced crosswalks and expanded sidewalk connections, have created safer and more accessible pedestrian routes, providing an opportunity to extend the benefits of the Town Center's growing activity and vibrancy to nearby commercial properties.

Update
The property owner of 11455 Lakefield Drive, currently occupied by Six Bridges Brewing and other businesses, has requested inclusion in the Town Center Special District Open Container Area. Staff has evaluated the request in consideration of the recent transportation and pedestrian infrastructure improvements that provide connectivity between the subject property, Medley Johns Creek, and The Boardwalk Park, and given these factors, staff is of the opinion that the proposed expansion is appropriate.

Recommendation
Staff recommends approval of the ordinance amendment and expansion of the open container area to include the property located at 11455 Lakefield Drive, as depicted on the revised district map.

Attachment
1. Alcoholic Beverages Ordinance Amendment
2. Amended Special District Open Container Area Map for Town Center

AN ORDINANCE TO AMEND THE CITY OF JOHNS CREEK CODE OF ORDINANCES, CHAPTER 6 – ALCOHOLIC BEVERAGES, TO MODIFY THE TOWN CENTER SPECIAL DISTRICT OPEN CONTAINER AREA AND OTHER RELEVANT ARTICLES AND SECTIONS

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Johns Creek, Georgia, has the power to adopt reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens; and

WHEREAS, in 2006 the City adopted Chapter 6 of the Code of Ordinances, the Alcoholic Beverages Ordinance, to establish reasonable standards for the regulation and control of the licensing, sale, and service of alcoholic beverages; and

WHEREAS, to remain competitive with neighboring cities and common practices related to sale and service of alcoholic beverages, in November 2021, the City repealed and replaced the Alcoholic Beverages Ordinance which among other changes added Open Container Areas in Special Districts; and

WHEREAS, the Special District Open Container Area for Town Center has experienced significant development, including the completion and opening of Medley Johns Creek and substantial roadway and pedestrian infrastructure improvements enhancing connectivity between Medley, The Boardwalk Park, and surrounding commercial properties; and

WHEREAS, the subject property at 11455 Lakefield Drive, a C-2 zoned commercial parcel, has requested inclusion in the Town Center Special District Open Container Area and in consideration of recent transportation and pedestrian infrastructure improvements, the proposed expansion of the open container area would be appropriate.

NOW THEREFORE, the Mayor and Council of the City of Johns Creek hereby ordain that Chapter 6 – Alcoholic Beverages, Article I, Section 6-2. – "Definitions"; Article III, Division 2., Section 6-78. – "Brewery"; and Article IV, Section 6-106. – "General Provisions", Section 6-107. – "Definition of Special Districts", and Section 6-108. – "Open Container Areas Allowing Outside Consumption of Alcoholic Beverages" are amended as follows:

ADDITIONS IN UNDERLINE
DELETIONS IN STRIKETHROUGH

Article I, Section 6-2. Definitions.
Open container area means a specified area adjacent to and designated for common use by multiple eating establishments, food vendors, free-standing vendors, breweries, or restaurants for

their patrons. Unless otherwise provided, open container areas are restricted to the city's special districts and allow for limited outside consumption of alcoholic beverages.

Article III, Division 2., Sec. 6-78. – Brewery.
As provided by O.C.G.A § 3-5-24.1, and relating to the limited exception to the three-tier system of distribution and sales of malt beverages, Sunday sales, regulatory authority, and conditions and limitations as follows:

(a) As used in this Code section, the term:

Common ownership means the same 100 percent common ownership interest including, but not limited to, ownership of the stock, limited liability company membership interest, limited liability partnership interest, other entity interest, or partnership interest, in whatever form such ownership interest may exist.

Licensed premises means the physical premises where brewer is licensed by the State of Georgia and the City of Johns Creek as a manufacturer of malt beverages.

Produces means engaging in the material and essential aspects of the brewing process to manufacture malt beverage for human consumption; provided, however, when a brewer engages in the brewing process at multiple licensed premises, the malt beverage will be deemed to have been produced only at the licensed premises where such malt beverage first began fermentation through the chemical conversion of fermentable sugars into alcohol.

(b) A limited exception to the provisions of this title providing a three-tier system for the distribution and sale of malt beverages shall exist to the extent that the license to manufacture malt beverages in this state shall include the right to sell to individuals on the brewer's licensed premises for personal use and not for resale, subject to the following terms and conditions:

(1) The brewer may only make sales of malt beverages to an individual while the individual is physically on the brewer's licensed premises where the brewer produces malt beverages;

(2) The brewer may make sales of malt beverages the brewer produces at the brewer's licensed premises where the individual is purchasing the malt beverages;

(3) As long as the brewer and all of the brewer's licensed premises are under common ownership, the brewer may make sales of malt beverages the brewer produces at any licensed premises of the brewer and subsequently transfer in compliance with the limitations and reporting obligations of subsection (c) of this Code section to the brewer's licensed premises for sale where the individual is purchasing the malt beverages;

(4) The brewer may only make sales of malt beverages for which the brewer is the sole owner of the brand and brand label;

(5) Sales for consumption on the premises are not subject to a daily maximum amount;

(6) Sales for consumption off the premises shall not exceed a maximum of 288 ounces of malt beverages per individual per day; and

(7) The maximum amount of malt beverages the brewer may sell pursuant to subsection (b) of this Code section in each calendar year shall be 6,000 barrels in the aggregate among all brewer's licensed premises making such sales.

(c) Nothing in this Code section shall be interpreted to prohibit a brewer from transferring any liquid, regardless of whether such liquid would be deemed to be malt beverages or not, to or from any of the brewer's licensed premises; provided, however, with respect to any malt beverages a brewer produces at one of the brewer's licensed premises and transfers to be sold to individuals pursuant to subsection (b) of this Code section at another of the brewer's licensed premises, the maximum number of barrels of malt beverages permitted to be transferred from one licensed premises of the brewer to another licensed premises of the brewer shall not exceed the number of barrels of malt beverages the brewer produces under brands and brand labels for which the brewer is the sole owner at the licensed premises receiving the transferred malt beverages and the brewer shall file a report to the appropriate city and state department every calendar quarter documenting all such transfers in such form as the department shall require.

(d) A brewer may sell malt beverages pursuant to subsection (b) of this Code section on all days and at all times that sales of malt beverages by retailers are lawful within the city, including, but not limited to, Sundays.

(e) Any brewer engaging in sales of malt beverages pursuant to subsection (a) of this Code section shall remit all state and local sales, use, and excise taxes to the proper tax collecting authority.

(f) Any brewer whose licensed premises is located within a special district designated under Section 6-107, may participate in the special district open container area pursuant to Article IV of this chapter, provided that such participation, including the dispensing and removal of malt beverages from the licensed premises, is authorized by applicable state law and regulations.

Article IV, Section 6-106. General Provisions.

The provisions of this article shall apply to establishments located within the special districts identified in Section 6-107 that hold a license to sell alcoholic beverages for consumption on the premises, and to breweries licensed under Section 6-78 and O.C.G.A. § 3-5-24.1, to the extent permitted by state law. Except as specifically provided in this article, all such licensed establishments shall remain subject to the applicable provisions of this chapter and state law. ~~The provisions of this article are intended to set forth exceptions and provisions applicable only to licensees whose establishments are located within the areas identified in section 6-107 and holding licenses to sell alcoholic beverages for consumption on-premises. Except as specifically set forth in this article, all such licenses remain subject to all other provisions of this chapter.~~

Article IV, Section 6-107. Definitions of Special Districts.

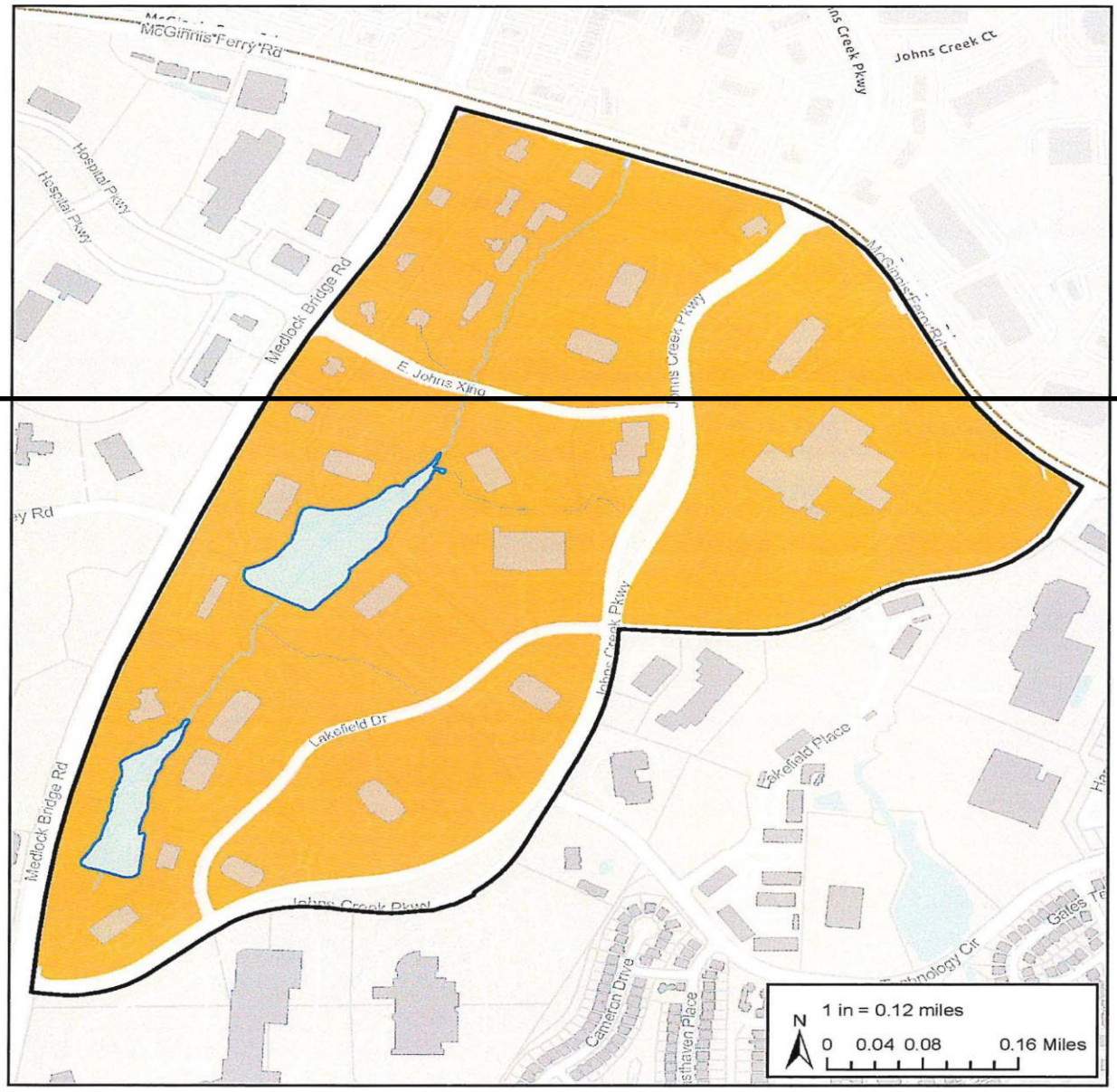
For the purposes of this article only, the city's special districts are designated as follows: the boundary of the town center area and within the fenced/enclosed area of ~~Mark Burkhalter~~ Founders Amphitheater in Newtown Park (as shown in the maps below).

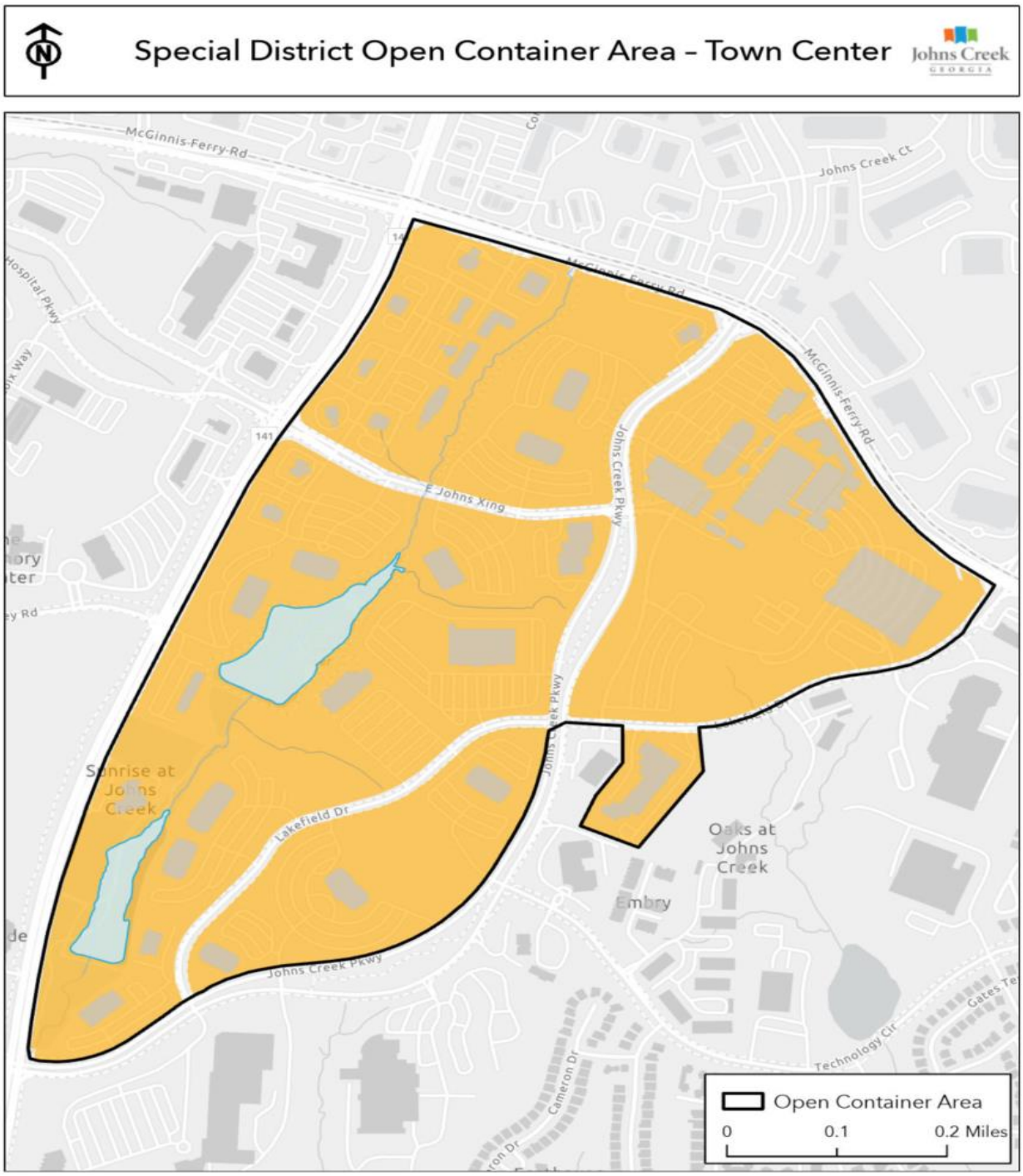
In the case of a licensed establishment, only within the town center area, whose main entrance is inside a special district, the entire licensed establishment shall be considered part of the special district, regardless of whether any portion of the licensed establishment is in a zoning district not included in the special district.

(1) Special District Open Container Area—Town Center.

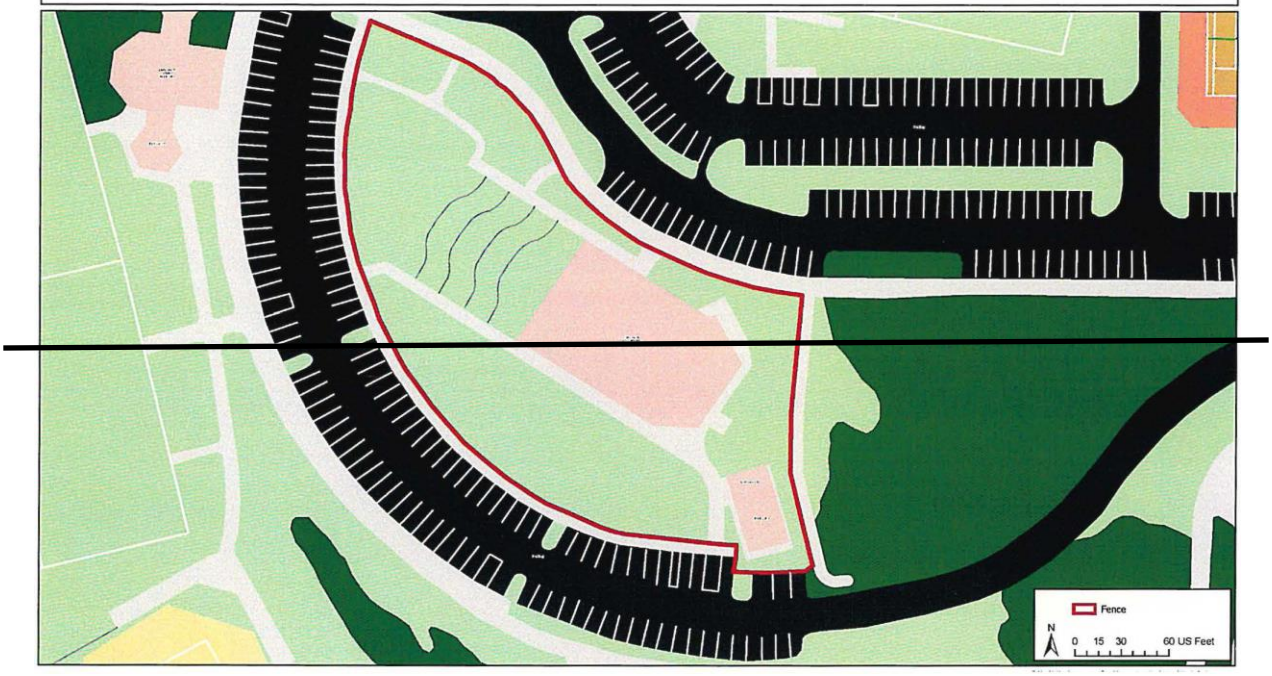
(2) Special District Open Container Area— ~~Mark Burkhalter~~ Founders Amphitheater.

~~Special District Open Container Area—Town Center~~




Special District Open Container Area – Town Center
Johns Creek
GEORGIA
McGinnis Ferry Rd
Johns Creek Ct
Hospital Pkwy
E Johns Xing
Johns Creek Pkwy
McGinnis Ferry Rd
Sunrise at Johns Creek
Lakefield Dr
Johns Creek Pkwy
Oaks at Johns Creek
Embry
Technology Cir
Cameron Dr
Open Container Area
0
0.1
0.2 Miles

~~Special District Open Container Area – Mark Burkhalter Amphitheater (only within fenced area)~~



Special District Open Container Area – Founders Amphitheater (only within fenced area)



Article IV, Section 6-108. Open Container Areas Allowing Outside Consumption of Alcoholic Beverages.

Notwithstanding any other provisions in this chapter, the following activities are specifically allowed within open container areas in the city's "special districts."

(a) *One drink on-street limit.* Any establishment licensed to sell alcoholic beverages by the drink for consumption on-premises, or breweries licensed under Section 6-78, whose entrance is located in a special district is authorized to dispense an alcoholic beverage in a paper or plastic cup, or other container other than a can, bottle, or glass, for removal from the premises; provided, however, that no establishment shall dispense to any person more than one such alcoholic beverage at a time for removal from the premises, and no person shall remove at one time more than one such alcoholic beverage from the licensed premises.

(b) *Size limited to a maximum of 16 ounces.* No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size. No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places within the defined area any open alcoholic beverage container which exceeds 16 fluid ounces in size.

(c) *Drinking from can, bottle, or glass prohibited.* It shall be prohibited for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass, or to possess in an open can, bottle, or glass any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private.

(d) *Purchase from licensed premises within defined districts.* Alcoholic beverages consumed pursuant to this provision must be purchased from a licensed premises within the defined districts. A licensed premises will be deemed to be within the defined district if the entrance to the licensed premises is located within the district.

SO ORDAINED, this _____ day of _____, 2026.

Approved:

_____
John Bradberry, Mayor

ATTEST:

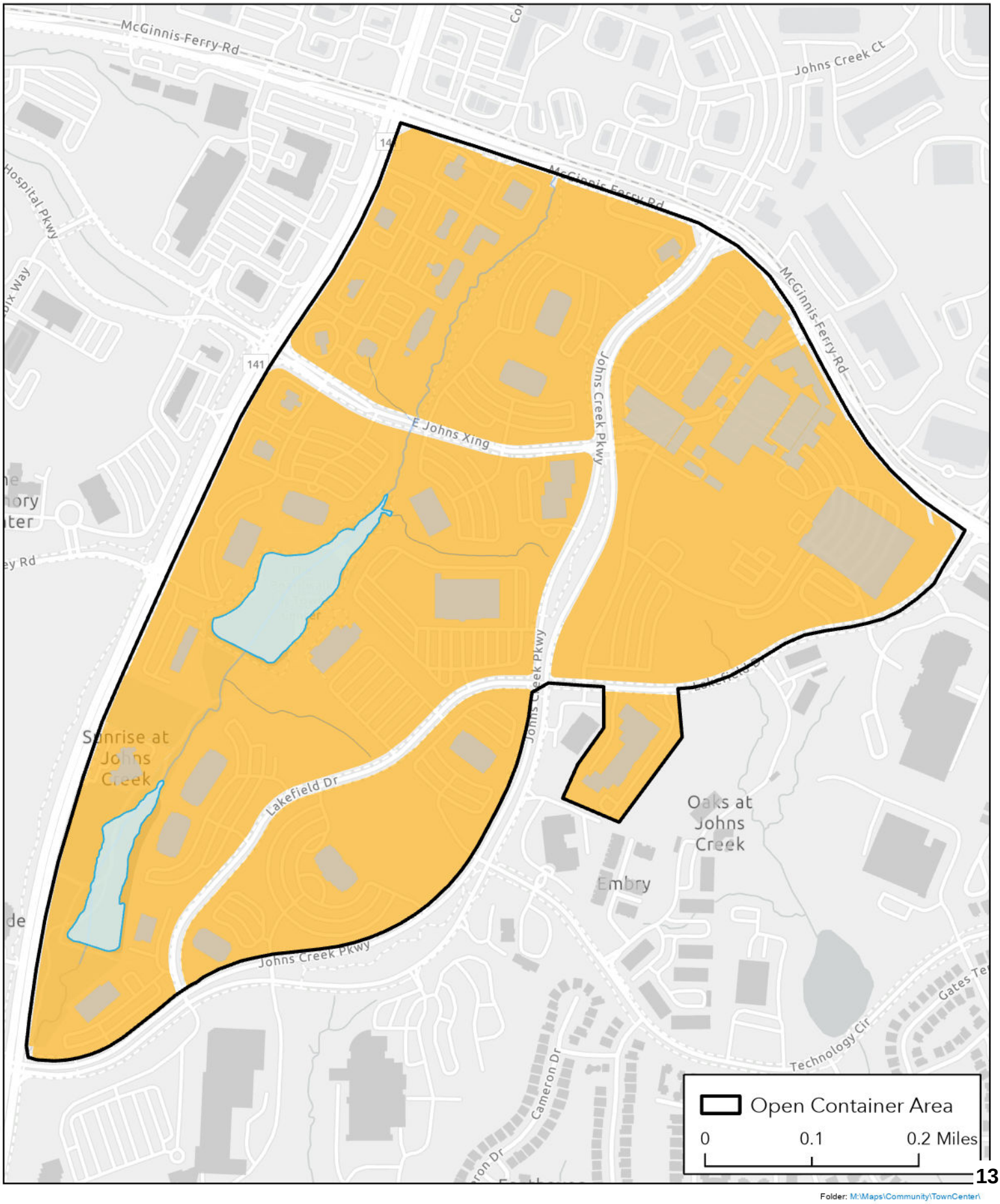
_____
Allison Tarpley, City Clerk

(Seal)

Approved as to Form:

_____
David Davidson, City Attorney

Special District Open Container Area – Town Center



Folder: M:\Maps\Community\TownCenter\

AGENDA REPORT

To: Honorable Mayor and City Council

From: Kimberly Greer, City Manager

Agenda: November 16, 2026 – Work Session

Item: **Pathways2Life / One Johns Creek Agreement Update**

Item Summary

With the current Memorandum of Understanding (MOU) with Pathways2Life / One Johns Creek reaching its term in December, staff recommends adopting an updated Agreement to formalize the program's scope and enhance the reporting requirements.

Background

Pathways2Life is a nonprofit organization that works to assist students as they move through the critical "transition zone" (the ages of 13-20) where students are at the highest risk for developing high-risk behavioral patterns, such as drug use. Under the umbrella of Pathways2Life, One Johns Creek was formed in 2020 as a collaborative initiative to reduce substance use among youth while promoting mental health. The One Johns Creek coalition meets monthly, bringing together representatives from schools, law enforcement, healthcare professionals, local government, and various community sectors to advance a drug-free community.

Since the inception of One Johns Creek, City staff and several Councilmembers have proactively volunteered their time and expertise to serve as advisors and consultants to the initiative. The 2021 MOU was established to formalize this existing support. Beyond regular coalition meetings, One Johns Creek focuses heavily on peer-to-peer training for middle and high school students. A key success of the partnership has been the annual "Drug Take Back Days," which have successfully facilitated the removal of hundreds of pounds of expired or unused drugs from the City of Johns Creek.

Update

The existing MOU reaches the conclusion of its final renewal in December 2026.

As the One Johns Creek initiative has matured, the proposed updated MOU seeks to transition from a broad framework of cooperation to a more structured, results-oriented agreement. To align with best practices for municipal partnerships and enhance program transparency, the updated MOU introduces three main enhancements – defined deliverables, annual reporting, and fiscal transparency. The deliverables, reporting,

and financial regulations are being completed so adding to the agreement strengthens the partnership without introducing new administrative burdens.

- **Defined Deliverables**
  Formalizes the quantifiable impact of the partnership, including specific targets for educational sessions and community outreach. Each of the suggested components (including prevention and support education, community events and distribution, digital and social media, and the community engagement and support coalition) are all things being completed already. Adding the specificity to the agreement helps justify and explain the benefits of the partnership without adding new burden.

- **Annual Reporting**
  Introduces an annual performance report to document specific activities performed and the number of students directly impacted by the program. As with the defined deliverables, each of the suggested components to be measured (including prevention and support education, community events and distribution, digital and social media, and the community engagement and support coalition) is already being measured and reported on for outside grants received by the organization.

- **Fiscal Transparency**
  Strengthens oversight regarding the use of City-related funds by providing clear documentation for the procurement of tangible community resources, such as Narcan distribution kits and other drug-prevention materials for Johns Creek residents.

Recommendation
Staff recommends approval of the updated Agreement.

Attachments
1. Existing MOU
2. Proposed Agreement

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JOHNS CREEK, GEORGIA AND P2L, INC.

This Memorandum of Understanding ("MOU") is made and entered into this 13 day of December, 2021 by and between the City of Johns Creek, a Georgia municipal corporation ("City") and P2L, Inc. d/b/a Pathways2Life, a Georgia nonprofit corporation ("P2L").

WHEREAS, the City and P2L have an interest in establishing a working relationship between the City and P2L; and

WHEREAS, this MOU provides the broad framework for cooperation between each organization in supporting a drug-free community and promoting a thriving culture of community wellness.

NOW THEREFORE, for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed as follows:

Section 1. Intent

1.1 The City recognize the value of partnering to support a drug-free community within the municipal boundaries of the City.

1.2 It is the intent of this MOU is to reflect a formalized cooperative agreement between the two parties to support a thriving culture of community wellness.

Section 2. P2L Responsibilities

2.1 It is understood that P2L will provide the following services through the One Johns Creek initiative:

a) Organize a coalition of entities / people from across the 12 sectors of the community including youth, parents, businesses, media, schools, youth-serving organizations, law enforcement, civic/volunteer organizations, religious/fraternal organizations, healthcare professionals, state/local/tribal government, and substance abuse organizations.

b) Pursue grant funding to support creating a drug-free community and promote a culture of community wellness.

c) Maintain a website and/or internet presence with resources and means to connect with others and share the work of the coalition.

d) Share information through social media channels to raise awareness and promote the work of the coalition.

e) Provide training, as appropriate, on trauma response or other appropriate topics as discussed by the coalition.

Section 3. City Responsibilities

3.1 It is understood that the City will provide:

a) A person or rotation of persons from the Johns Creek Police Department to serve as the law enforcement representative on the coalition.

b) A person or rotation of persons from the City to serve as a local government representative on the coalition.

c) A person or rotation of persons from the City Communications Department to serve as a media representative on the coalition.

d) Promotion, to include calendar posts, social media posts, and announcements, of co-sponsored events, as appropriate.

Section 4. Finances / Resources

4.1 The City has allocated funds in the adopted Fiscal Year 2022 Budget within the Johns Creek Police Department operations budget for specialized training for Johns Creek Police Department personnel related to mental and behavioral health that are directly applicable to the work of the collaborative team.

Section 5. Independent Parties

Each party to this MOU is a separate and independent entity and nothing herein shall be construed to create a joint venture or partnership. As such, each organization shall retain its own identity in providing services. Except as otherwise specifically provided for in this MOU, each party shall provide full funding for each of their own employees assigned, for salary, overtime, state and federal benefits prescribed by the parent of organization, personal equipment, automobile costs, legal representation, workers compensation insurance, liability insurance and miscellaneous costs incurred by the employees assigned.

Section 6. Duration / Termination

6.1 This MOU will begin December 13, 2021, with a term of one year, expiring on December 12, 2022.

6.2 This MOU shall renew for up to three, one-year options at the sole option of the City upon written notice to P2L by October 1 of each year following the initial term.

6.3 If at any time, either party would like to terminate or re-negotiate the contract within the contractual time a notice of termination must be submitted in writing to the partnering agency for review.

Section 7. Indemnification

P2L, whose services are the subject of this MOU, agree to indemnify and hold the City, its elected officials, officers, agents and employees harmless against any and all claims by third parties, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be occasioned or caused by P2L's negligent act, error or omission of P2L, or its respective officers, agents, employees, directors and representatives while in the exercise of performance of this MOU. The indemnity provided for in this section shall not apply to any liability resulting from the negligence of the City, their officers, agents, employees, in instances where the negligence is the sole cause of the personal injury, death or property damage complained of. Nothing in this section shall be construed to be a waiver of any governmental immunity available to the City. The terms of this section shall survive the expiration of this MOU.

Section 8. Amendment

This MOU represents the entire understanding of the parties and shall not be modified or amended except by an instrument in writing signed by or on behalf of each of the parties.

Section 9. Applicable Law / Jurisdiction and Venue

This MOU shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. The parties agree that any dispute related to the MOU or the understanding thereof shall be subject to the jurisdiction and venue of the in Fulton County Superior Court, State of Georgia.

Section 10. Counterparts

This MOU may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument.

Section 11. Parties Bound

All of the understandings of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 12. Attorney's Fees

In the event of any litigation, including appellate proceedings, arising out of this MOU, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party.

Section 13. Severability

Each understanding of this MOU is severable from any and all other provisions of this MOU. Should any understanding of this MOU be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect but without giving effect to such provision.

Section 14. No Waiver

Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Section 15. Notice

Any notice or reporting required by this MOU shall be given via certified mail or overnight delivery with copy by e-mail to following designated representatives:

For the City:
Ed Densmore, City Manager
City of Johns Creek
11360 Lakefield Drive
Johns Creek, Georgia 30097

For P2L:
Ryan Stringfield, Executive Director
P2LInc. d/b/a Pathways to Life
4720 Peachtree Industrial Blvd, Ste 201
Berkeley Lake, GA 30071

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year written below.

[Signatures on Following Page]

P2L, Inc. d/b/a Pathways to Life

Ryan Stringfield

Ryan Stringfield, Executive Director

Date 12/28/2021

Witnessed by

Alyse Hensel

City of Johns Creek, Georgia

Michael E. Bodker, Mayor

Date 12.29.2021

ATTEST

Allison Tarpley, City Clerk

Approved as to Form

E. Ronald Bennett, Jr., City Attorney

signNow

Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: 12.13.21 - Attachment - MOU with Pathways2Life
Document created: 12/28/2021 21:23:48
Document pages: 5
Document ID: b12b0b515d474d50828708b7304992ab6e43d408
Document Sent: 12/28/2021 21:26:03 UTC
Document Status: Signed
12/28/2021 21:44:18UTC

Sender: alyse@pathways2life.org
Signers: ryan@pathways2life.org, alyse@pathways2life.org
CC:

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded the Document	alyse@pathways2life.org	12/28/2021 21:23:48 pm UTC	12/28/2021 21:23:47 pm UTC	24.30.84.168
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SignNow Web Application	Signed the Document	ryan@pathways2life.org	12/28/2021 21:44:18 pm UTC	12/28/2021 21:44:18 pm UTC	162.192.106.232
SignNow Web Application	Added a Text	ryan@pathways2life.org	12/28/2021 21:44:18 pm UTC	12/28/2021 21:44:18 pm UTC	162.192.106.232
SignNow Web Application	Document Saved	ryan@pathways2life.org	12/28/2021 21:44:18 pm UTC	12/28/2021 21:44:18 pm UTC	162.192.106.232

AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Harpreet Hora, Finance Director

Agenda: November 16, 2026 - Work Session

Item: **Budget Policy – Proposed Revision**

Item Summary
Staff proposes a revision to the City's Budget Policy intended to improve clarity and consistency throughout the policy, update language to reflect current financial practices, and ensure the policy accurately represents the City's existing budget processes. This follows the most recent revision approved by Council in September updated treatment of the General Fund end of fiscal year surplus.

Background
The City's Budget Policy was first adopted on May 14, 2007, to establish sound financial management policies and practices for the City and ensure that the Budget was developed and executed in compliance with state law and best practices for local governments. Since its initial adoption, the policy has been amended periodically to address specific items; however, a comprehensive review has not been conducted to ensure the policy language remains current and aligned with the City's current practices.

Update
Following completion of the end-of-year surplus revision, staff conducted a comprehensive review of the entire Budget Policy to identify outdated or inconsistent language or language and provisions that no longer reflect the City's current practices. The proposed revision addresses these areas through updated terminology, clarified language, removal of obsolete provisions, and improved consistency throughout the policy. This proposed revision is presented in the form of a Resolution rather than an Ordinance, as a Resolution is the more appropriate mechanism for adopting and amending this type of administrative policy.

Financial Impact
There is no direct financial impact from the proposed revision. The changes are administrative in nature and are intended to improve the clarity and relevance of the policy.

Recommendation
Staff recommends consideration of the proposed revision to the City's Budget Policy.

Attachments

1. Budget Policy Proposed Revision (redline)
2. Ordinance to change method of policy revisions
3. Budget Policy Resolution

~~Effective Date:~~	~~9/14/2026~~
~~Date of Next Review:~~	~~October 2026~~
~~Department:~~	~~Finance~~
~~Policy Contact:~~	~~Finance Director~~
~~Contact Info:~~	~~678-512-3318~~

~~Budget Policy~~

~~As Amended: 09/14/2026~~

~~Table of Contents~~

~~I. General Budget Policy ..... 333~~
~~A. Scope ..... 333~~
~~B. Financing Current Costs ..... 333~~
~~C. Budget Objective by Type of Fund ..... 333~~
~~D. Delegation of Responsibility and Authority for Implementation ..... 444~~
~~II. Operating Budget ..... 444~~
~~A. Departmental Appropriations ..... 444~~
~~B. Performance Budget ..... 444~~
~~C. Budget Preparation Categories ..... 444~~
~~D. Balanced Budget ..... 554~~
~~E. Basis of Budgeting ..... 555~~
~~F. Level of Budget Adoption and Control ..... 555~~
~~G. Budget Stabilization Resources ..... 555~~
~~H. Utilization of Prior Year's Fund Balance in Budget ..... 555~~
~~I. Appropriation Lapses at Year End ..... 665~~
~~J. Budget Control Reports ..... 665~~
~~K. Authorization of Budget Adjustments and Amendments ..... 665~~
~~L. Maintenance and Replacement of Capital Equipment ..... 666~~
~~M. Contributions ..... 776~~
~~N. One-Time Revenue Sources ..... 776~~
~~III. Cash Flow Budget ..... 777~~
~~A. Budget Allotments ..... 777~~
~~IV. Capital Project Improvement Plan ..... 887~~

A. Project Length Budget 887
B. Budget Preparation 887
C. Budget Control Reports 888
D. Authorization of Budget Adjustments and Amendments 888
E. Appropriations at Year End 888

I. General Budget Policy

The budget process provides the primary mechanism by which key decisions are made regarding the levels and types of services to be provided within estimated resources. The Budget policy guides this process. The Budget policy ~~also~~ should also protect the City's financial health and stability.

Georgia law (e.g. O.C.G.A. 36-81-2 *et seq.*) establishes the budget requirements for Georgia local governments. The information below provides an outline of the City's application of those laws.

The City's goal will be to adopt operating budgets where current revenues equal anticipated expenditures. All departments supported by the resources of the City must function within the limits of the financial resources identified or available specifically for them. A balance must be struck between revenues and expenditures so that the public can realize the benefits of a strong and stable government. It is important to understand that this policy is applied to budget entities over periods of time which extend beyond current appropriations. By law, budgets cannot exceed available resources, defined as revenues generated in the current period added to balances carried forward from prior years. Temporary shortages, or operating deficits, can and do occur, but they are not tolerated as extended trends.

A. Scope

This policy applies to all budgeted funds which are the responsibility and under the management of the City of Johns Creek through the~~its~~ City Manager and ~~its~~ Finance Department.

B. ~~Financing Current Costs~~Funding Operating Budget

~~Current costs~~The operating budget ~~-~~should be financed with current revenues, including the use of authorized fund balance~~s~~. The City will manage short-term borrowing to meet cash flow requirements within statutory restrictions.

C. Budget Objective by Type of Fund

The following budget objectives are established for the different funds the City uses:

- **General Fund** – The annual budget for the General Fund shall provide for general government operations of the City and maintain working capital necessary for the City's financial health and stability.
- **Special Revenue Fund(s)** – The City adopts annual budgets for each special revenue fund in existence for the purpose of demonstrating that legally restricted revenue sources are used in compliance with the applicable laws and/or regulations (i.e. Hotel/Motel Tax Fund).
- **Capital Project Fund(s)** – The City adopts project budgets for each of its capital projects. These adopted appropriations do not lapse at the end of a fiscal year; rather they remain in effect until project completion or re-appropriation by the City Council.
- **Debt Service Fund(s)** – The City adopts annual budgets for its debt service funds. Any remaining fund balances from prior years plus the current year's projected revenues shall be sufficient to meet all annual debt service requirements.
- **Enterprise Fund(s)** – Although generally accepted accounting principles (GAAP) and Georgia statutes do not require the City to adopt budgets for enterprise funds, the City will adopt budgets for its enterprise funds to monitor revenues and control expenses. The City will employ a business approach when budgeting enterprise funds. Enterprise funds shall be self-supporting whenever possible and subsidized losses will be minimized when break-even is not possible.

Additionally, the City classifies funds as either operating funds or capital funds. Operating funds are those funds that provide appropriations covering the daily operations of the City and that are structured primarily for ongoing operations and maintenance purposes. The General Fund will always be an operating fund. Capital funds are those funds that provide funding for capital projects, as defined elsewhere in this Policy; the time horizon of capital funds typically exceeds any specific fiscal year and is focused on project periods rather than an annual period.

D. Delegation of Responsibility and Authority for Implementation

Responsibility for implementing the provisions of the Budget Policy is assigned to the City Manager, who may in turn delegate to the Finance Director responsibility for tasks and activities associated with the implementation. The City Manager is granted the authority necessary to manage the City's budget in accordance with the intent of this Policy, to the extent that such authority has not been otherwise reserved to the Mayor and Council.

II. Operating Budget

The operating budget shall be prepared on an annual basis and include those funds detailed in Section I that are subject to annual appropriation (all funds excluding the Capital Project Funds). Prior year budget appropriations and prior year actual data will be provided as reference data, with the current year appropriation and projection of expenditures. At a minimum, the City shall adopt annual balanced budgets for the General Fund, each special revenue fund, and each debt service fund in accordance with O.C.G.A. 36-81-3 through either an ordinance or a resolution.

The annual proposed budget should be submitted to the governing authority sixty (60) days prior to the beginning of the fiscal year while being made available by the Finance Department for public review/inspection in accordance with O.C.G.A. 36-81-3. At least two public meetings will be conducted after proper advertising prior to the City Council adopting and approving the annual budget document (O.C.G.A. 36-81-5 and 36-81-6).

As stipulated in Debt Policy, Section F, Item 11 (Early Repayment), where fiscally appropriate, legally allowed, and within the term of the debt the City will evaluate the pros and cons to repaying debt early. During the annual budget process, all debt will be reviewed to determine if any early repayment strategy is desirable.

A. Departmental Appropriations

The budget shall be developed based upon "line-item" expenditures for each department. This type of budget focuses on categories of expenditures such as person~~a~~nel ~~services~~expenditures, contractual services, operating supplies, equipment, etc. within each department. At a minimum, each department's total appropriations in each fund shall be detailed within the budget document (O.C.G.A. 36-81-3 and 36-81-5).

B. Performance Goals, Objectives, and Measures ~~Budget~~

~~The budget document shall also include "performance" budget information. A performance budget provides information about departmental goals and objectives to be accomplished in the upcoming budget year. A performance budget also utilizes "Service Efforts and Accomplishments" which measure services rendered and department efficiency/effectiveness on a historical basis and project targets of the indicators for the upcoming budget year. The City shall strive to minimize and reduce, if possible, staffing levels required to accomplish its service delivery.~~ The budget document shall include performance information for each department. Each department shall establish goals that support the City's strategic priorities and the policy direction of the Mayor and City Council, along with specific, measurable objectives describing what the department intends to accomplish in the upcoming budget year. For each goal and objective, departments shall identify performance metrics, including workload (output), efficiency, and effectiveness (outcome) measures, that will be used to evaluate progress toward achieving those goals and objectives. Performance metrics shall present actual results for prior years and targets for the upcoming budget year so that trends and results can be compared over time. Departments shall strive to deliver services efficiently and effectively.

C. Budget Preparation Categories

Each department shall submit budget requests separately for:

- ~~**Current services**~~**Operating Budget** – The level of funding necessary to continue providing the current level of services in the upcoming year, including the replacement of existing capital equipment and the maintenance of existing systems. ~~A current services budget is defined as that level of funding which is necessary to provide the same level of service for the upcoming year that is currently being provided. The current services budget will include replacement of capital equipment and maintenance of existing systems.~~
- ~~**Expanded/improved services**~~**Capital and Enhancements** – Funding requests for new or expanded services, additional personnel, or new capital projects and equipment. Each request shall include a justification and identify any ongoing operating costs. ~~An expanded services budget includes funding requests associated with new or improved services, additional personnel, or new capital projects/equipment.~~

D. Balanced Budget

The budget shall be balanced for each budgeted fund. Total anticipated revenues plus fund balance that is designated as a budget-funding source shall equal total estimated expenditures for each fund. Only fund balance amounts that exceed required reserves should be used as a funding source for the budget. The General Fund, all Special Revenue Funds, and any Debt Service Funds shall be balanced on an annual basis. All Capital Project Funds shall be balanced over the life of the individual capital projects.

E. Basis of Budgeting

Neither GAAP nor Georgia statutes address a required budgetary basis ~~of budgeting~~; however, the City shall adopt budgets in conformity with GAAP for all budgeted funds. All governmental funds shall use the modified accrual basis of accounting and proprietary funds shall use the accrual basis of accounting for budgeting purposes.

F. Level of Budget Adoption and Control

All budgets shall be adopted at the legal level of budgetary control, which is the department level within each individual fund.

G. ~~Budget Stabilization Resources~~Fund Balance Reserve

The City shall establish and maintain a fund balance reserve in ~~all~~each operating fund~~s~~, as ~~(~~defined in Section I of this policy~~) for working capital~~. ~~The purpose of working capital~~ This reserve is intended ~~to~~ to cover ~~the cost of~~ expenditures ~~caused by~~arising from unforeseen emergencies, offset ~~and~~ shortfalls ~~caused by~~resulting from revenue declines, and ~~to~~ minimize ~~any~~ the need for short-term borrowing for cash flow purposes. ~~This reserve shall accumulate and be maintained at an amount which represents no less than three (3) months of operating and debt expenditures (approximately 25% of budgeted expenditures).~~

~~The fund balance reserve shall be maintained at a minimum level of 25% of operating expenditure for working capital, cash flow.~~

~~The fund balance reserve shall have a floor and ceiling equivalent to 25% and 35% of general fund forecasted revenue.~~

The reserve shall be maintained at a minimum of twenty-five percent (25%), or approximately three (3) months, of budgeted operating expenditures, and shall not exceed thirty-five percent (35%) of budgeted operating expenditures.

H. Utilization of Prior Year's Fund Balance in Budget

~~If necessary, the City may use the fund balance more than the reserve for working capital as a funding source for that fund's budget in any given year. The amount of unreserved fund balance shall be estimated conservatively, taking into consideration future year needs. The minimum requirements for the reserve for working capital, equal to three (3) months of operating and debt expenditures, should be met before utilizing the excess fund balance as a funding source for the budget. The utilization of fund balance shall be deemed a use of one-time revenues for budgeting purposes.~~

Any fund balance more than the minimum reserve of twenty-five percent (25%) may be appropriated as a funding source for that fund's budget, provided that such excess is used only for one-time expenditures and not for recurring operating costs. The amount of available excess fund balance shall be estimated conservatively, taking into consideration future year needs, and the minimum reserve requirement must be fully met before any excess is appropriated. The use of fund balance shall be treated as a one-time revenue source for budgeting purposes.

I. Appropriation Lapses at Year End

All unencumbered operating budget appropriations ~~(including encumbered appropriations)~~ shall lapse at the end of ~~a~~the fiscal year. ~~Purchases~~ Appropriations encumbered ~~in the current year~~by a purchase order or contract at year end shall be carried forward to the subsequent fiscal year to fund the completion of that commitment through Council action at the time of adoption of the subsequent fiscal year budget, unless the Finance Director determines that the encumbrance should lapse. ~~, but not received until the following year, must be charged against a department's subsequent year appropriation.~~

J. Budget ~~Control~~ Monitoring Reports

The City shall maintain a system of budget~~ary~~ monitoring ~~control~~ reports to assure adherence to the adopted/revised budget and to identify potential variances in the fiscal year. The ~~City~~ Finance Department will prepare and distribute to elected officials and departments timely monthly financial reports comparing actual revenues, outstanding encumbrances, and incurred expenditures with budgeted amounts. Department Heads shall review these reports regularly and are responsible for managing their operations within their approved appropriations. Significant variances between budgeted and actual amounts shall be identified and explained, and, where necessary, corrective action or a budget amendment shall be recommended in accordance with the Authorization of Budget Adjustments and Amendments section of this policy.

K. Authorization of Budget Adjustments and Amendments

The budget is a dynamic rather than static plan, which requires adjustments and formal budget amendments as circumstances change. The City Council must approve all increases in total departmental appropriations through either an ordinance or a resolution.

Department Heads must submit budget amendment requests transferring appropriations from one line item to another within the specific department appropriation within each fund and obtain approval by the Finance Director or the City Manager, depending upon the specifics of the requested transfer. Adjustments from appropriations that have been obligated, committed, or reserved for a designated purpose shall not be transferred until a formal de-obligation occurs.

Budget adjustments and amendments may be made at any time during the fiscal year as needed, with appropriate justifications. ~~At the mid-point of each year, any necessary budgetary appropriations, including budgets for any projects authorized but not funded during the year, may be appropriated through a supplementary budget ordinance. This mid-point adjustment is limited to reconciling~~ These adjustments are intended to reconcile updated projections and changing needs with the approved budget ~~amounts~~ and ~~is~~ are not intended to duplicate the annual budget process. Supplemental appropriations shall be balanced with additional revenues or available fund balance for each fund. ~~A justification for each requested change must be prepared in accordance with O.C.G.A 38-81-3.~~

L. Maintenance and Replacement of Capital Equipment

Beginning with the Fiscal Year 2016 budget, the City established ~~a~~ three separate accrual funds: ~~Maintenance~~ the Equipment Accrual Fund, Infrastructure Maintenance Accrual Fund ~~and~~, and Vehicle Replacement Accrual Fund. ~~The~~ Each fund~~s will~~ shall receive an annual transfer from the General Fund ~~each year~~ based ~~upon~~ on the projected accrual ~~spending~~ needs in each category as developed for the ten-year forecast~~, divided by ten~~. The accrued funds may accumulate cash in years that the transfer exceeds the actual cost of projects and vehicles purchased during that particular year, and in years

~~that projects exceed the annual accrual transfer the use of accumulated cash reserves can be used.~~ when costs exceed the annual transfer, the accumulated reserve may be used to cover the difference.

M. Contributions

Unless authorized by the City Council, outside contributions to programs operated by City departments shall be subject to the City's accounting and budgetary policies. The city welcomes both unrestricted and restricted contributions compatible with the City's programs and objectives. Any contribution shall be appropriated by the City Council prior to expenditure.

N. One-Time Revenue Sources

Non-recurring revenues shall be utilized within the appropriate fund for items relating to non-recurring expenses. The purpose of limiting these funding sources is to eliminate the fluctuations and escalation of ongoing costs that commonly result from funding operations with non-sustainable resources. One-time revenues shall be distinguished during the budget process and budget presentation so that a match can be made with non-recurring expenditures.

O. End of Fiscal Year Surplus

The budget is a dynamic rather than static document. It is developed annually over a 6-month period. Revenue Estimates are forecast using a combination of historical trends and the latest economic data available. ~~Our r~~Revenue estimates will generally be conservative in nature with supporting data. Expenditure requests will reflect the funding necessary to maintain current service levels. Requests to modify existing service levels will always be detailed as enhancements to the base budget. Expenditure requests will be realistic in nature and reflect staff capacity for the forthcoming fiscal year.

Given a variety of changes that can occur within the fiscal year, there is a potential to close the fiscal year with an operating surplus (where actual revenues exceed actual expenditures). Any end-of-year surplus in the General Fund shall be allocated as follows:

- **Unassigned Fund Balance**: 100% of the end-of-year surplus shall be allocated to the Unassigned Fund Balance. The Council could choose to allocate funds from the Unassigned Fund balance for any desired capital projects or unforeseen expenditures or emergencies as part of a subsequent Budget Amendment, following the annual Capital Improvement Plan adoption, or as part of the following Fiscal Year Budget adoption process.

III. Cash Flow ~~Budget~~Forecast

~~For analysis and internal management purposes, the City shall prepare an annual cash flow budget in conjunction with the operating budget. The purpose of this document will be to provide the necessary guidelines to ensure that cash will be available to pay budget costs on a timely basis.~~ The City shall perform ongoing cash flow forecasting to ensure sufficient liquidity to meet disbursement requirements and to limit idle cash. The forecast shall cover a rolling period of at least twelve (12) months, presented in monthly increments, and shall estimate cash balances, expected inflows, and required disbursements, including non-recurring items, using conservative assumptions. The Finance Department shall update the forecast at least monthly and compare actual results to projections.

~~A. Budget Allotments~~

~~Budget allocations (i.e. budget allotments) may be used in the operating budget when needed to manage cash flows. The annual appropriation may be divided into segments in order to ensure that the projected revenue streams will be adequate to fund the appropriated expenditures. The cash flow budget will provide details as to the periods in which the revenues will be collected, and thereby provide for available resources to pay obligations.~~

IV. Capital Project Improvement Plan

The city will prepare a five-year capital project improvement plan (CIP) which will be updated annually. This plan will assist in the planning, acquisition, and financing of capital projects. A capital project generally is defined as an expenditure that has an expected useful life in excess of one (1) year with an estimated total cost of $100,000 or more, or an improvement/addition to an existing capital asset. Examples include building/infrastructure construction, park improvements, streetscapes, computer systems, and land acquisitions. In certain cases, studies and designs that do not meet the definition of a capital project may be budgeted in the Capital Projects Fund if these may lead to future capital projects or involve an activity that crosses fiscal years.

Capital projects will be budgeted in the Capital Projects Fund consistent with all available resources. With the involvement of the responsible departments, the Finance Department will prepare the capital budget in conjunction with the operating budget.

A. Project Length Budget

The CIP budget shall be developed based upon defined projects approved by the Mayor and City Council. The budgeted appropriation shall include the complete project costs with contingency amounts as appropriate and if available (O.C.G.A. 36-81-3).

B. Budget Preparation

Each department, in conjunction with the Mayor and City Council, will identify potential capital projects throughout the year. All identified projects will be added to the CIP document, regardless of available funding. However, unfunded capital projects shall be clearly identified as such. The list of identified projects will provide a method of tracking potential capital projects and planning for the future needs of the city. Every effort will be made to identify those projects committed by the City Council through legislative action. Every effort will be made to contribute up to 5% of the projected General Fund Revenue toward the adopted Capital Plan as part of the Budget Development process.

C. Budget ~~Control~~ Monitoring Reports

The City shall maintain a system of ~~budgetary control~~budget monitoring reports for capital projects to assure adherence to the budget. The ~~City~~ Finance Department will prepare and distribute to departments timely monthly financial reports comparing actual revenues, outstanding encumbrances, and expenditures with budgeted amounts for each capital project. ~~This will include a detailed Capital Projects Accrual reconciliation year over year as well as specific accrual reporting by Department, at a minimum.~~

D. Authorization of Budget Adjustments and Amendments

Department Heads must submit budget amendment requests transferring appropriations from one line item to another within the same project. The Finance Director or the City Manager shall review and approve all requests for budget adjustments. Adjustments from appropriations that have been obligated, committed, or reserved for a designated purpose shall not be transferred until a formal de-obligation occurs. The de-obligation of budget dollars to a specific project will only occur after the completion of the project or when it is identified that assigned funding for a project is no longer necessary.

E. Appropriations at Year End

Capital project appropriations shall carry forward to the subsequent budget period an equal amount of any encumbrances/purchase orders issued as of the close of the fiscal year. Purchases encumbered in the current year, but not received until the following year, must be charged against each department's subsequent year carry-over

appropriation. Any remaining appropriation available by project at year-end must be re-appropriated. A full reconciliation of each project's budget shall be performed once audited financial records from a fiscal year are available. Any necessary adjustments determined through the reconciliation process shall be addressed. ~~in conjunction with the mid-year budget review.~~

STATE OF GEORGIA
COUNTY OF FULTON

Resolution 2026-11-XX

A RESOLUTION TO REVISE THE BUDGET POLICY FOR THE CITY OF JOHNS CREEK

WHEREAS, it is prudent to establish sound financial management policies and practices for the City; and

WHEREAS, proper development and execution of the Budget and Capital Improvements Plan contribute in an integral manner to the financial soundness of the City; and

WHEREAS, the City wishes to clearly delineate the guidelines that will be applied to development, adoption and implementation of its Budget; and

WHEREAS, the Budget Policy, as presented, establishes the process to be utilized to ensure that the City's Budget and Capital improvements Plan are developed and executed in compliance with State law, the City Charter and good practices for local government; and

WHEREAS, the Budget Policy (originally known as the Budgetary Policy) was amended in 2015, 2019, 2021, 2023, 2024, and on September 14, 2026 by action of Council.

NOW, THEREFORE, BE IT RESOLVED that a comprehensive revision to the City's Budget Policy has been completed to clean up language and make the policy more relevant to the City's current financial practices. The current budget policy is replaced with the updated policy, attached hereto as "Exhibit A – Budget Policy", and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its adoption.

SO RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOHNS CREEK, GEORGIA, this _____ day of _____ 2026.

[SIGNATURES ON NEXT PAGE]

Approved:

_____
John Bradberry, Mayor

Attest:

_____
Allison Tarpley, City Clerk

(SEAL)

Approved as to Form:

_____
David Davidson, City Attorney

Exhibit A
Budget Policy

STATE OF GEORGIA
COUNTY OF FULTON Ordinance 2026-11-XX

AN ORDINANCE TO REVISE THE PROCEDURE TO AMEND THE BUDGET POLICY FOR THE CITY OF JOHNS CREEK

WHEREAS, the City of Johns Creek Budget Policy establishes the process to be utilized to ensure that the City's Budget and Capital improvements Plan are developed and executed in compliance with State law, the City Charter and good practices for local government; and

WHEREAS, the Budget Policy (originally known as the Budgetary Policy) was amended in 2015, 2019, 2021, 2023, 2024, and 2026 by Ordinance of Council; and

WHEREAS, Ordinances are written laws adopted by the municipal governing authority that serve as permanent, enforceable laws;

WHEREAS, a Resolution is more appropriate to record the official action and intent of the Council regarding the Budget Policy;

NOW, THEREFORE, BE IT ORDAINED that all future budget policy revisions will be completed by Resolution of Mayor and Council, and

BE IT FURTHER ORDAINED that this Ordinance shall be effective immediately upon its adoption.

SO ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOHNS CREEK, GEORGIA, this _____ day of _____2026.

Approved:

_____
John Bradberry, Mayor

Attest:

_____
Allison Tarpley, City Clerk

(SEAL)

Approved as to Form:

_____
David Davidson, City Attorney

AGENDA REPORT

To: Honorable Mayor and City Council

From: Harpreet Hora, Finance Director

Agenda: November 16, 2026 – Council Work Session

Item: **FY2027 Budget Amendment #2**

Item Summary
This memorandum presents the second budget amendment to the FY2027 Revised Budget and includes five previously discussed, consensus items from Council: the establishment of a Property Management Fund, recognition of federal funds for the Chattahoochee Greenway, appropriation of matching funds for the Chattahoochee Greenway, acceptance of Fulton County funding for waterline upgrade work on the Nesbit at Colony Club project, and appropriation of funds for Medlock Bridge Trail engineering.

Background
The City's Fiscal Year runs October 1 through September 30. The FY2027 Budget was adopted on September 14, 2026. Following the City's Financial Policy, Budget Amendments are considered as changes arise to maintain the accuracy of the budget.

This is the second budget amendment to the FY2027 budget since it was adopted on September 14, 2026. The items presented below have been identified and require Council approval to maintain budget accuracy and authorize expenditures.

Chattahoochee Greenway Phases 1 and 2 (TS0250). On March 30, 2026, Council approved Supplemental Agreement #3 for Phase 1, which formalizes the allocation of $850,000 in Congressionally Directed Spending for engineering. This amendment recognizes and appropriates those federal funds, received through GDOT, along with the associated local TSPLOST II match of $212,500 for Phase 1. Council also approved Supplemental Agreement #1 for Phase II that recognized and added $1M in federal funds to the project, and this budget amendment appropriates the required local match in the amount of $250,000 for Phase 2 using the fund balance.

Medlock Bridge Trail (TS0250). On October 26, 2026, Council authorized full engineering for a trail on Medlock Bridge Road between the Chattahoochee River and Bobby Jones Drive, along with the associated contract amendment with Barge Design Solutions. This amendment appropriates $267,189 from TSPLOST II fund balance to cover that engineering work.

Nesbit Ferry Road at Colony Club (TS0220). On September 14, 2026, Council approved an Intergovernmental Agreement (IGA) with Fulton County in the amount of $981,620 for water and sewer line relocation work associated with this project. This amendment recognizes and appropriates the Fulton County IGA funds.

Financial Impact
The proposed FY2027 Budget Amendment #2 reflects the following financial impacts:

Item #	Fund	Department	Description	Increase / (Decrease) in Revenue	Increase / (Decrease) in Expenditure or (Transfer Out)
1	Property Management Fund - 295	Facilities	Establish a new fund for Property Management and budget for estimated revenues and expenditures	$1,080,000	$521,000
2	TSPLOST II Fund - 336	Public Works	Recognize and appropriate Federal Funding for the Chattahoochee Greenway Phase 1 – TS0250 project	$850,000	$850,000
2		Public Works	Appropriate TSPLOST II fund balance for the Chattahoochee Greenway Phase 1 – TS0250 project	$212,500	$212,500
3		Public Works	Appropriate TSPLOST II fund balance for the Chattahoochee Greenway Phase 2 – TS0250 project	$250,000	$250,000
4		Public Works	Appropriate TSPLOST II fund balance for engineering of the Medlock Bridge Trail (Chattahoochee to Bobby Jones) - TS0250 project	$267,189	$267,189
5		Public Works	Recognize and appropriate funding pursuant to Intergovernmental Agreement (IGA) with Fulton County for water and sewer line relocation associated with the Nesbit Ferry Road at Colony Club – TS0220 project	$981,620	$981,620
	TSPLOST II Fund		**TOTAL**	**$2,561,309**	**$2,561,309**

Recommendation
Staff recommends approval of FY2027 Budget Amendment #2 as detailed in the table above, authorizing the associated revenue recognitions and expenditure appropriations in the amounts specified.

Attachment
1. Ordinance to Amend FY2027 Budget

STATE OF GEORGIA
COUNTY OF FULTON **ORDINANCE 2026-11-XX**

AN ORDINANCE TO AMEND THE FISCAL YEAR 2027 BUDGET FOR THE CITY OF JOHNS CREEK, GEORGIA, ADOPTING REVENUES, APPROPRIATING THE EXPENDITURES

WHEREAS, a Fiscal Year 2027 Budget for each of the funds of the City was adopted by the Mayor and City Council at the Council meeting on September 14, 2026; and

WHEREAS, the FY2027 Budget was first amended on October 26, 2026, to allocate $272,000 to establish a budget in the same amount for the Fire Station #61 Renovation; and

WHEREAS, subsequent to the adoption and amendment of the Fiscal Year 2027 Budget, additional revenues have been recognized, and expenditures have been authorized that need to be appropriately reflected in the Budget; and

WHEREAS, any increase or decrease in appropriations or revenues of any fund or for any department other than those exceptions provided for herein shall require approval of the Mayor and City Council; and

WHEREAS, as provided in Section 6.27 of the City Charter, such amendments to the Fiscal Year 2027 Budget may be made by majority vote of the Mayor and Council at any Council Meeting.

NOW, THEREFORE BE IT ORDAINED that the Property Management Fund Budget and TSPLOST II Fund Budget, shown as "Exhibit A – Budget Amendment #2" attached hereto and by this reference made a part of this Ordinance, shall be the City of Johns Creek's Fiscal Year 2027 Property Management Fund Budget and TSPLOST II Fund Budget; and

BE IT FURTHER ORDAINED that any increase or decrease in appropriations or revenues of any fund or for any department or the establishment of capital projects shall require approval of the Mayor and Council; and

BE IT FURTHER ORDAINED that, as provided in Section 6.27 of the City Charter, such revisions to the Budget may be made by majority vote of the Mayor and Council at any business meeting; and

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this Budget or amendments thereto and that expenditures for the fiscal year shall not exceed actual funding available; and

BE IT FURTHER ORDAINED that the City Manager or his/her designee may promulgate all necessary internal rules, regulations and policies to ensure compliance with this Budget Ordinance.

SO ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOHNS CREEK, GEORGIA, this _____ day of _____ 2026.

Approved:

_____
John Bradberry, Mayor

ATTEST:

(SEAL)
_____ Alison Tarpley, City Clerk

Approved as to Form:

_____
David Davidson, City Attorney

Exhibit A
FY2027 Budget Amendment #2

Property Management Fund (Fund 295)

Revenues and Transfers In				
Org-Obj	**Description**	**Current**	**Increase/ (Decrease)**	**Revised**
2950000-349930	Revenue – Rental Fees	$0	$1,080,000	$1,080,000
	Total Revenues and Transfers In	**$0**	**$1,080,000**	**$1,080,000**

Expenditures and Transfers Out				
Org-Obj	**Description**	**Current**	**Increase/ (Decrease)**	**Revised**
2950000-521200	Professional Services	$0	$15,000	$15,000
2950000-521203	Contractual Services	$0	$200,000	$200,000
2950000-522200	Repairs and Maintenance	$0	$150,000	$150,000
2950000-523600	Dues and Fees	$0	$15,100	$15,100
2950000-531210	Water Sewage	$0	$6,600	$6,600
2950000-531230	Electricity	$0	$124,300	$124,300
2950000-531703	Operating Supplies	$0	$10,000	$10,000
	Total Expenditures	**$0**	**$521,000**	**$521,000**

TSPLOST II Fund (Fund 336)

Revenues and Transfers In				
Org-Obj	**Description**	**Current**	**Increase/ (Decrease)**	**Revised**
3360000-399999	Revenue – Use of Fund Balance	$0	$729,689	$729,689
3360000-331150	Revenue – Categorical Indirect	$0	$1,831,620	$1,831,620
	Total Revenues and Transfers In	**$0**	**$2,561,309**	**$2,561,309**

Expenditures and Transfers Out				
Org-Obj	**Description**	**Current**	**Increase/ (Decrease)**	**Revised**
3360000-541420	TS0220 – Traffic Congestion Relief	$49,564,398	$981,620	$50,546,018
3360000-541420	TS0250 – Pedestrian/Bike Improvements	$26,587,577	$1,579,689	$28,167,266
	Total Expenditures	**$76,151,975**	**$2,561,309**	**$78,713,284**

AGENDA REPORT

To: Honorable Mayor and City Council

From: Trina Gallien-Dargin, Municipal Court Administrator

Agenda: November 16, 2026 - Work Session

Item: **Municipal Court Judicial Compensation Adjustment**

Item Summary
This item considers adjusting the compensation of Municipal Court judges to align with the market average and establishes a recurring four-year compensation review cycle aligned with the term of the Chief Judge which coincides with the term of office of the Mayor.

Background
The Johns Creek Municipal Court plays an essential role in the administration of justice, ensuring judicial independence, fairness, accountability, and the efficient resolution of case outcomes.

A recent analysis of nine surrounding municipalities found that the average hourly rate for judges is $270. The current Johns Creek hourly rate is $200 for the Chief Judge and $175 for Associate Judges.

Update
Adjusting the hourly rate of the Chief Judge to $300 and the Associate Judges to $275 will ensure compensation remains fair and competitive with the regional market for the next several years, while maintaining an appropriate balance between judicial and prosecutorial compensation.

Financial Impact
Funding is available in the Municipal Court adopted FY2027 Budget for the compensation adjustment if made effective January 1, 2027.

Recommendation
Consider adjusting the compensation of Municipal Court judges to align with the market average and establish a recurring four-year compensation review cycle aligned with the term of the Chief Judge which coincides with the term of office of the Mayor.