



November 17, 2025

**WORK SESSION MEETING
AGENDA
11360 Lakefield Drive
Johns Creek, GA 30097**

5:00 PM

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.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MAYOR'S REMARKS**
- 4. STRATEGIC PRIORITIES**
- 5. ON-GOING PROJECTS**
 - 5.a. 2026 Meeting Calendar - 15 minutes
 - [Agenda Report](#)
 - [2026 Draft Calendar Ordinance](#)
 - 5.b. Special Events for 2026 - 20 minutes
 - [Agenda Report](#)
 - [Special Event Descriptions](#)
 - 5.c. January 2026 Retreat Location - 15 minutes
 - [Agenda Report](#)
- 6. COUNCIL INITIATIVES**
 - 6.a. Vertiports - 20 minutes
 - [Agenda Report](#)
 - 6.b. Recreation Center - Feasibility Study and Needs Assessment - 20 minutes
 - [Agenda Report](#)
 - 6.c. E-Bike Regulations - 15 minutes
 - [Agenda Report](#)
- 7. ROUTINE BUSINESS (non-discussion)**
 - 7.a. Autrey Mill Agreement Renewal
 - [Agenda Report](#)
 - [Existing Agreement](#)
 - [Proposed Agreement](#)
 - 7.b. FY 25 Budget Amendment #9 - E911 Fund
 - [Agenda Report](#)
 - [Ordinance](#)

8. EXECUTIVE SESSION

9. ADJOURNMENT



AGENDA REPORT

To: Honorable Mayor and City Council Members
From: Allison Tarpley, City Clerk
Agenda: November 17, 2025 Work Session
Item: Adoption of the 2026 Council Meeting Calendar

Item Summary: The City Charter required Council to approve an Ordinance no later than December adopting a 2026 City Council Meeting Calendar that holds at least one regular meeting per month.

Background: According to Section 3.13 (a) of the City Charter, “[t]he City Council shall hold regular meetings at such times and places as prescribed by ordinance and shall hold at least one regular meeting each month.” City council may designate alternative meeting times, dates or locations so long as notice of such alternative time, date or location is provided as required by state law.

Recommendation: Staff is recommending Council consider holding meetings every three weeks outside of budget season, shifting to every two weeks during budget review. Exceptions have been made in some months to accommodate the Council retreat, GMA Conference and other school holidays.

City Boards, Commissions and Committees have not adopted their 2026 schedules. Generally, Planning Commission, Board of Zoning Appeals and Recreation and Parks Advisory Committee will meet monthly and the Arts, Cultural and Entertainment Committee will shift to bi-monthly meetings. Council’s final adopted calendar may have impacts on those bodies.

Attachment(s):

Draft 2026 Meeting Calendar
Ordinance Adopting the 2026 Meeting Calendar

Exhibit A

DRAFT

2026

MEETING CALENDAR

JANUARY						
S	M	T	W	T	F	S
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
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 **WORK SESSION AT 5PM** followed by **COUNCIL MEETING AT 7PM**

 **Other Council Gatherings**
 01/30-02/01 City Council Retreat
 06/26-6/30 GMA Conference

Other City Meetings
PC 1st Tuesday of Month 7pm w/ exceptions
BZA 3rd Tuesday of the Month 7pm w/exceptions
RPAC Monthly, 3rd Wednesday of the Month 6:30pm w/exceptions
ACE Bi-monthly, 2nd Thursday of the Month at 6:30pm w/exceptions

 **City Observed Holidays**
 01/01 New Year's Day
 01/19 MLK Jr. Day
 02/16 Presidents Day
 05/25 Memorial Day
 07/03 Independence Day
 09/07 Labor Day
 11/11 Veterans Day
 11/26-27 Thanksgiving
 12/24-25 Christmas

2026 Fulton County School Calendar
 01/19 MLK Jr. Day
 04/06-10 Spring Break
 05/21 Last Day of School
 08/03 First Day of School
 09/07 Labor Day
 09/21-23 Fall Break
 10/12 Columbus Day
 11/23-27 Thanksgiving
 12/21-31 Winter Holiday

Other 2026 Holidays
 02/17 Lunar New Year
 04/01-09 Passover
 06/19 Juneteenth
 9/11-13 Rosh Hashanah
 09/20-21 Yom Kippur
 11/08 Diwali
 12/04-12 Hanukkah

**AN ORDINANCE TO ESTABLISH A REGULAR CITY COUNCIL
MEETING SCHEDULE FOR THE CALENDAR YEAR 2026**

WHEREAS, the Mayor and Council of the City of Johns Creek is required under the City Charter to hold regular monthly meetings and shall hold at least one meeting a month; and

WHEREAS, the Mayor and City Council of the City of Johns Creek have determined that in order to be a more effective governing body, they deem it necessary to authorize meetings every three weeks; and

WHEREAS, all meetings of the City Council shall be public to the extent required by law and the City Clerk shall give proper notice to the public of special meetings, as required by law; and

WHEREAS, the City Code, Chapter 2, Section 2-42(a) provides the Regular Meetings shall be held pursuant to an annual meeting calendar adopted by the city council by ordinance no later than the month of December.

NOW THEREFORE BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Johns Creek while in regular session on _____ that the 2026 Meeting Calendar for the City of Johns Creek, which is attached hereto and incorporated herein by this reference as Exhibit "A" is hereby adopted and approved.

SO ORDAINED, this the _____ day of _____.

Approved:

John Bradberry, Mayor

Attest:

Approved as to Form:

Allison Tarpley, City Clerk

Angela C. Couch, City Attorney

AGENDA REPORT

To: Honorable Mayor and City Council
From: Erica Madsen, Recreation and Parks Director
Date: November 17, 2025 – Work Session
Item: 2026 Special Events / Program Calendar

Item Summary

Staff presents recommendations for annual special events and programs for the 2026 calendar year.

Background

Special events and recreational programs enhance the quality of life for the residents of Johns Creek. The City hosts special events and recreational programs as well as adaptive recreation programming for children with special needs. The City's website includes details and photos of past events: <https://www.johnscreekga.gov/recreationandparks/special-events> as well as recreational programs: <https://www.johnscreekga.gov/recreationandparks/programs-fitness>.

After the Council sets the special events and programming budget as part of the annual budget adoption, staff prepares a complement of programs and events to make a full use of the budget provided. Staff reviews the proposed event and program line up with the Recreation and Parks Committee and the Arts, Cultural, and Entertainment committee before presentation to the Council as part of a Work Session for approval.

Update

The 2026 calendar year will offer exciting new opportunities to hold events at The Boardwalk while offering community favorite events at Newtown Park and Heisman Field. While we anticipate a Grand Opening event for The Boardwalk in summer 2026, the upper pond section behind City Hall is anticipated to be available for programming before that date.

- The first recommended change is to move the Easter Bunny Hop event back to City Hall and host it around the upper pond portion of The Boardwalk. The new park allows for the event to be reimagined and to highlight the beauty of the new park while offering citizens the opportunity to collect Easter goodies and get their picture taken with the Easter bunny.
- Summer 2026 will be an exciting time in Johns Creek as the City plans for a Grand Opening event to celebrate the completion of the entire upper and lower pond areas of The Boardwalk. Pending Council direction for the Independence Day celebration and summer concert series venues below, staff would plan for a fun and enhanced summer event to introduce the community to the new park.

- The year 2026 represents the 250th Anniversary of the signing of the Declaration of Independence of the United States, and Council has authorized additional funds for the annual July 3rd Independence Day Celebration. These funds will be used towards a special performance by the Johns Creek Symphony Orchestra (JCSO) to perform a concert along with the 1812 Overture coordinated with fireworks. If Council prefers an Independence Day event at The Boardwalk, the event provides an opportunity to double as the new park's Grand Opening celebration. Alternatively, it could be held in its traditional venue of Newtown Park and the June Summer Concert could be enhanced to provide a wonderful alternative option for Grand Opening for The Boardwalk.
- Staff proposes that the Summer Concert series be held in alternating monthly locations between Newtown Park and The Boardwalk. Four concerts are proposed and the JCSO concert has been combined with the Independence Day event.
- In September, a reenvisioned City of Johns Creek Arts Festival is proposed at the Boardwalk at Town Center and can also make use of the City Hall Council Chambers and Ocee work session room for interior programming. The 2026 Arts Festival is intended to showcase visual arts, performing arts, and music in partnership with local non-profit groups.
- In November, a reenvisioned Diwali Celebration of Lights is proposed at The Boardwalk. Learning from previous iterations of this cultural event, the community seems to most enjoy the celebratory performances and family activities and is looking for opportunities to celebrate the "Festival of Lights". The city proposes improving upon past events by moving it to the Boardwalk. The event time would be shifted later to 5pm-9pm. Highlights include cultural performances at the new amphitheater and illumination of a static light walk with shapes and colors relevant to the holiday. The light walk would be proposed at a portion of the upper pond and be left up for the 6 days of Diwali.

Proposed 2026 Special Event and Program Schedule

For 2026, staff recommend the following dates for the special events.

Event	Date	Location
Lunar New Year	February 21 st	Heisman Field
Battle of the Bands	March 7 th	Newtown Park
Adaptive Game Night	March 20 th	Newtown Park
Daffodil Days	March 28 th	Heisman Field
Easter Bunny Hop	April 3 rd	The Boardwalk
International Festival	May 2 nd	Heisman Field
Summer Concert Series	May 8 th	Newtown Park/The Boardwalk
Touch a Truck	May 16 th	City Hall Parking Lot
Summer Concert Series	June 5 th	The Boardwalk/Newtown Park
Movie in the Park	June 12 th	Newtown Park
Juneteenth	June 20 th	Newtown Park
JCAT	July	TBD by GRPA

Independence Day- 250	July 3 rd	The Boardwalk/Newtown Park
Movie in the Park	July 11 th	Newtown Park
Summer Concert Series	August 7 th	The Boardwalk/Newtown Park
Adaptive Dance	August 21 st	Newtown Park
Patriots Day	September 11 th	Newtown Park
Summer Concert Series	September 12 th	Newtown Park/The Boardwalk
Pup-a-Palooza	September 19 th	Newtown Park
Arts Festival	September 26 th	The Boardwalk
Adaptive Movie Night	October 9 th	Newtown Park
Trunk or Treat	October 21 st	City Hall/The Boardwalk
Diwali Celebration of Lights	November 7 th	The Boardwalk
Honoring Our Vets	November 7 th	Newtown Park
Literary Fair	November 14 th	City Hall, Inside
Holly Jolly Block Party	December 4 th	The Boardwalk
Breakfast with Santa	December 12 th	Park Place, Newtown Park
Adaptive Lunch with Santa	December 12 th	Park Place, Newtown Park

It should be noted that the Medley development is anticipated to open in late October 2026, and staff has already met with members of their event programming team. Discussions will be ongoing to determine how best to coordinate City-led events with those planned by the Medley, along with future event partnership opportunities.

Staff presented this information to the Recreation & Parks Advisory Committee and the Arts, Cultural and Entertainment Committee during their regular November meetings and will provide a verbal update of feedback.

Next Steps

After incorporating any feedback or adjustments from Council, staff will move forward with planning of the events for enjoyment by the community.

Attachment

Special Event Descriptions

Special Event Descriptions

	<p>The City of Johns Creek’s Lunar New Year celebration is a family-friendly event that embraces cultural diversity in our community. Commonly known as the Spring Festival in East Asia, Lunar New Year commemorates the beginning of a new year on the traditional lunisolar Chinese calendar. Attendance has ranged from an estimated 5000-8000 depending on weather conditions.</p>
<p>Lunar New Year, Heisman Field</p>	
	<p>Youth and adult musicians gather on the big stage to battle it out for fame and a chance to open for one of our Summer Concert Series shows. Attendance has been approximately 500 people.</p>
<p>Battle of the Bands, Newtown Amphitheater</p>	
	<p>The adaptive programs are designed to expose participants to new experiences; enhance self-esteem and independence and promote community involvement. Games include bocce, ladder golf, giant Jenga, lawn bowling and more. Attendance is approximately 30 participants and caregivers.</p>
<p>Adaptive Game Night, Newtown Park</p>	
	<p>Packed with fun games, thrilling youth rides, tasty treats, and crafts, this exciting event is perfect for all ages. The 2025 event attracted approximately 3500 attendees.</p>
<p>Daffodil Days Spring Carnival, Heisman Field</p>	
	<p>Children will take a “hop” around the upper pond of The Boardwalk at Town center, stopping at vendors along the way. They will collect goodies and then end with an opportunity to take a picture with the Easter Bunny! Prior to The Boardwalk construction project, the event hosted about 2000 attendees.</p>
<p>Easter Bunny Hop, The Boardwalk</p>	

Special Event Descriptions

 	<p>The Johns Creek International Festival is a celebration of our culturally diverse community. It includes food, music, art a performances and can attract up to 17,000 attendees.</p>
<p>International Fest, Heisman Field</p>	<p>A free series of groovin’ summer sounds featuring food trucks and adult beverages for purchase. Depending on the act, concerts typically draw between 1200 and 2500 attendees.</p>
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<p>Summer Concert Series, Newtown Amphitheater</p>	<p>Attendees can climb aboard excavators, backhoes, and other big machines at the City’s annual Touch-A-Truck event featuring construction equipment, public safety vehicles, and fun activities for the whole family. This event typically attracts 3000-5000 people.</p>
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<p>Touch a Truck, City Hall Parking Lot</p>	<p>Attendees enjoy free family-friendly movies presented on a huge screen at Newtown Park. Movies typically attract 200-300 attendees.</p>
	<p>Attendees enjoy free family-friendly movies presented on a huge screen at Newtown Park. Movies typically attract 200-300 attendees.</p>
<p>Movies at the Park, Newtown Amphitheater</p>	<p>The Johns Creek Juneteenth Event is a celebration of the day that slavery truly came to end within the United States of America, and the City of Johns Creek wants to join with the community to celebrate this great achievement. 2025 event attendance was estimated at 2500 people.</p>
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<p>Juneteenth Celebration, Newtown Amphitheater</p>	<p>The Johns Creek Juneteenth Event is a celebration of the day that slavery truly came to end within the United States of America, and the City of Johns Creek wants to join with the community to celebrate this great achievement. 2025 event attendance was estimated at 2500 people.</p>

Special Event Descriptions

	<p>The community comes to celebrate our country's independence with live music, activities, food and an exceptional fireworks display. The 2026 event, celebrating the 250th anniversary of the signing of the Declaration of Independence will be extra special with the Johns Creek Symphony Orchestra. Past events at Newtown Park have drawn over 15,000 people to the park and surrounding properties.</p>
<p>Independence Day Celebration, Newtown Park or The Boardwalk</p>	<p>This is a free event including an evening of light refreshments, a DJ, glow sticks, and lots of fun! Parents are encouraged to drop off young adults age 15 and older to enjoy the dance event. This year's dance drew 50 attendees.</p>
	<p>This fun event features a DJ, pet-related vendors, and contests for Best Dressed Dog and Best Dog Trick. The 2025 event had approximately 350 attendees.</p>
<p>Adaptive Dance, Newtown Amphitheater</p>	<p>This fun event features a DJ, pet-related vendors, and contests for Best Dressed Dog and Best Dog Trick. The 2025 event had approximately 350 attendees.</p>
	<p>In partnership with the Rotary Clubs of Johns Creek and Johns Creek – North Fulton, the annual Patriot Day / Sept. 11 Commemoration is a time of remembrance and reflection. The event honors the services and sacrifices of the first responders and military personnel, and includes a moment of silence and ringing of a memorial bell in honor of the fallen. Attendance is typically around 200 people.</p>
<p>Pupapalooza, Newtown Amphitheater</p>	<p>A one-day, community-driven celebration of creativity, culture and local talent. This event will be designed to bring neighbors together through the shared experience of art. The event will showcase the vibrant spirit of Johns Creek creative community. This event will be new in 2026.</p>
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<p>Patriots Day, Newtown Amphitheater</p>	<p>A one-day, community-driven celebration of creativity, culture and local talent. This event will be designed to bring neighbors together through the shared experience of art. The event will showcase the vibrant spirit of Johns Creek creative community. This event will be new in 2026.</p>
	<p>A one-day, community-driven celebration of creativity, culture and local talent. This event will be designed to bring neighbors together through the shared experience of art. The event will showcase the vibrant spirit of Johns Creek creative community. This event will be new in 2026.</p>
<p>Arts Festival, The Boardwalk</p>	<p>A one-day, community-driven celebration of creativity, culture and local talent. This event will be designed to bring neighbors together through the shared experience of art. The event will showcase the vibrant spirit of Johns Creek creative community. This event will be new in 2026.</p>

Special Event Descriptions



Trunk or Treat, The Boardwalk/City Hall

Trunk or treat is Johns Creek Police Department’s annual event featuring candy, treats, activities for kids and food trucks. Attendees come in their best costumes. The 2025 event is estimated to have attracted 7000-8000 people.



Diwali Celebration, The Boardwalk

The entire community is invited to help celebrate the symbolic meaning of Diwali, a “victory of light over darkness, good over evil, and knowledge over ignorance.” This family-friendly market is a community-organized Diwali event and embraces the cultural diversity of our Johns Creek community. Past Diwali markets have attracted 2000-5000 people, but the 2026 will be a reimagined format focusing on cultural performances.



Honoring our Veterans, Veterans Memorial Walk, Newtown Park

In partnership with the Johns Creek Veterans Association, this event celebrates, honors and thanks those who have served in our nation’s military service. The event typically draws 50-100 people.



Literary Fair, City Hall

A panel of renowned historical fiction authors also will be featured, along with themed snacks throughout the event. Adding to the fun, over 25 local and children’s authors will be engaging with readers all day. The 2025 is a new format to be held inside City Hall, previous events have been held at Newtown Park Amphitheater and attracted about 500 people.



Holly Jolly Block Party, The Boardwalk

The Holly Jolly Block Party is a celebration for the whole family and marks the start of the holiday season. The event features the lighting of the City’s 40-foot Christmas tree, music, Santa visits, live llamas, activities, and more! Depending on weather conditions, the event attracts 500-1000 people.

Special Event Descriptions



Breakfast with Santa, Park Place, Newtown Park

Jolly Old St. Nick is visits Johns Creek and invites all the good girls and boys to Breakfast with Santa. The event gives our special guests time with the Big Elf himself, lots of delectable goodies, music, and holiday crafts. The event is capped at 36 participants in two seating times.



Adaptive lunch with Santa, Park Place, Newtown Park

An event for our adaptive community, this lunch with Santa includes food, music, and fun! Santa will be available for photographs. The event is capped at 18 participants.

AGENDA REPORT

To: Honorable Mayor and City Council
From: Kimberly Greer, City Manager
Date: November 17, 2025 – Work Session
Item: **2026 Council Retreat**

Item Summary

For the 2026 Council Retreat, staff has reached out to local conference facilities to understand availability and pricing for the Retreat weekend.

Background

The annual Strategic Planning Retreat is one of the most impactful City Council meetings of the year. Retreats are useful foundations for effective policymaking, optimizing resource allocations, ensuring staff's efforts are aligned with the Council's priorities, and fostering collaboration.

The most recent retreat locations were Lake Lanier / Buford, Georgia (2022); Greenville, South Carolina (2023); Columbus, Georgia (2024); and Huntsville, Alabama (2025). Although the locations have varied, the off-site location for the retreat has been intentional in providing a neutral space and increasing the opportunity for focused discussion without distraction.

Highlights of the past three Council Retreats have been the discussion and prioritization of upcoming projects, the focusing of staff's upcoming efforts related to the Council's strategic priorities, and a walking tour featuring projects and initiatives like those occurring or anticipated in Johns Creek.

The dates for the 2026 Retreat (January 30 – February 1, 2026) have been set for over a year. The Council has mentioned on several occasions that the focus of the 2026 Retreat will be to prioritize upcoming projects in the Capital Improvement Plan, review the 10-year financial model, and calibrate staff's efforts related to the strategic priorities.

As any election impacts Council dynamics, with four seats potentially impacted by the November 2025 Municipal Election, where staff has worked to prepare for the aforementioned discussions, staff has held off on finalizing the logistics and/or location.

Update

All four incumbents were re-elected in the November 4, 2025 Municipal Election, freeing staff to focus on finalizing the logistics and location for the Retreat. Given the upcoming holidays, it is unlikely that staff could adequately complete the additional preparation that would be required if the retreat were to be in a destination city (such as for a walking tour to highlight parallels, points of interest, and similarities to current or upcoming

Johns Creek projects). As such, staff reached out to conference facilities at Lake Lanier Islands, Stone Mountain Park, and Chateau Elan to understand availability and pricing for the Retreat weekend.

Alternatives

Alternatively, staff could work to find a conference room in a nearby city (such as the 2025 mid-year Retreat held in Sugar Hill, Georgia). Additionally, at the Retreat, Council could determine if it would be useful for staff to arrange a trip to another City to serve as inspiration or learn from the implementation of initiatives. Tours or visits to another City could be planned as a stand-alone effort or to coincide with a future Retreat gathering.

Next Steps

After incorporating any feedback from the Council into the Retreat preparations, staff will finalize the logistics for the Retreat.

AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Chris Coughlin, City Council Post 4

Agenda: November 17, 2025 – Work Session

Item: Ordinance Review for Advanced Air Mobility Infrastructure - Drones and Vertiports

Item Background and Summary

The City of Johns Creek faces significant traffic congestion challenges that impact residents' quality of life and economic productivity. As emerging technologies in Advanced Air Mobility (AAM) mature, including autonomous drones and electric vertical takeoff and landing (eVTOL) aircraft capable of human transport, Johns Creek has an opportunity to position itself as a leader in innovative transportation solutions within Georgia. To prepare for this emerging mobility sector and evaluate its potential to alleviate traffic congestion, it is recommended that Public Works conduct a comprehensive review of existing City ordinances to assess compatibility with drone operations and vertiport infrastructure for intra- and inter-city human transport.

Recommendation

Direct Public Works to conduct a review of City ordinances and regulations to:

1. Identify any existing code provisions that may prohibit or restrict the operation of drones for human transport and the establishment of vertiport infrastructure within City limits
2. Evaluate federal (FAA) and state regulatory frameworks governing Advanced Air Mobility operations to ensure City ordinances align with or complement these regulations
3. Assess potential locations within Johns Creek suitable for vertiport facilities, considering factors such as noise impact, safety zones, accessibility, and integration with existing transportation networks
4. Examine land use and zoning requirements that would need modification to accommodate AAM infrastructure
5. Research best practices from other municipalities exploring or implementing AAM infrastructure

Rationale

Proactively reviewing and updating City ordinances to accommodate Advanced Air Mobility will:

- Position Johns Creek as a forward-thinking leader in transportation innovation within Georgia
- Provide alternative mobility options to alleviate current traffic congestion
- Attract technology companies and investment in emerging transportation sectors

- Enhance connectivity for residents traveling within Johns Creek and to neighboring municipalities, employment centers, and regional destinations
- Align with the City's goals of supporting multi-modal transportation, economic development, and quality of life improvements
- Ensure the City is prepared to respond to AAM opportunities as the technology and regulatory landscape evolve

Given the nascent stage of this technology and the complex regulatory environment involving federal, state, and local jurisdiction, early preparation will position Johns Creek advantageously should AAM become commercially viable for passenger transport in the coming years.

Next Steps

Upon Council's direction, Public Works will coordinate with relevant departments (Community Development, IT, Legal) to conduct the ordinance review and feasibility assessment. Staff will provide a report back to Council detailing findings, potential ordinance amendments needed, and recommendations for next steps, including potential partnership opportunities with the Georgia Department of Transportation, FAA, and AAM industry stakeholders (e.g., Archer, Joby).

AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Chris Coughlin, City Council Post 4

Agenda: November 17th, 2025 – Work Session

Item: **Johns Creek Community Recreation Center - Feasibility Study and Needs Assessment**

Item Background and Summary

Johns Creek has experienced significant growth in recreational demand, yet the city lacks a dedicated indoor community recreation center to meet the diverse needs of its residents. While the City has made substantial investments in outdoor facilities and parks, indoor recreation opportunities remain limited. Based on extensive community feedback documented in the 2023 Recreation and Parks Master Plan, there is demonstrated need for multi-purpose indoor recreation space that would serve residents year-round and provide programming opportunities currently unavailable in city-owned facilities.

The Master Plan's community surveys and public engagement process identified indoor recreation facilities as a high priority, with indoor walking/jogging tracks (PIR=103), indoor gym space (priority ranking 7.00), and indoor courts for tennis/pickleball (priority ranking 6.65) all ranking as significant needs. Additionally, 68% of survey respondents indicated a need for adult fitness and wellness programs, many of which require indoor facilities to deliver effectively and would be, I believe, better attended in hot and cold months when compared to Newtown Amphitheater's programs.

Over the past several years, I have informally explored various models for indoor recreation facilities including public-private partnerships and opportunities to attract private sector investment (e.g., EHB, JC Feeder program) through economic development initiatives. These conversations have reinforced that the time has come for the City to formally prioritize investigation of a community recreation center and conduct a comprehensive feasibility study to determine the optimal approach for meeting this community need.

Recommendation

Direct the Recreation and Parks Division to conduct a comprehensive feasibility study and needs assessment for a Johns Creek Community Recreation Center that would evaluate:

1. **Facility Programming Needs:** Detailed assessment of indoor amenities including:
 - o Multi-use courts for basketball and volleyball
 - o Racquetball and/or squash courts
 - o Indoor soccer

- Indoor walking/jogging track
 - Fitness and wellness spaces
 - Multi-purpose community meeting and programming spaces
 - Other amenities identified through community engagement
2. **Operational Models:** Analysis of various approaches including:
- City-owned and operated facility
 - Public-private partnerships
 - Management contracts with specialized recreation facility operators
 - Hybrid models combining public ownership with private operation (i.e., our current outdoor field model)
3. **Financial Analysis:** Comprehensive evaluation of:
- Capital costs for construction or adaptive reuse of existing facilities
 - Ongoing operational and maintenance costs
 - Revenue generation potential through memberships, program fees, and facility rentals
 - Cost recovery targets and subsidy requirements
 - Funding mechanisms could include surplus, Capital Project prioritization with an annual budget, partial reallocation of the budgeted PAC construction documents (i.e., \$5 million), partnerships, sponsorships, and grants
4. **Site Selection:** Identification and evaluation of potential locations considering:
- Geographic distribution to serve all areas of Johns Creek
 - Accessibility and transportation connectivity
 - Proximity to existing parks and complementary facilities
 - Available land or adaptive reuse opportunities (like repurposed facilities at Cauley Creek Park?)
5. **Market Analysis:** Assessment of:
- Existing private sector providers and their service gaps
 - Regional competition and complementary facilities
 - Demographic trends and participation rates
 - Membership and usage projections

Rationale

The need for indoor recreation facilities is well-documented in the Recreation and Parks Master Plan:

Community Demand: The statistically-valid and randomly sampled community survey identified multiple indoor facilities as high priorities:

- Indoor walking/jogging track was identified as having 10,915 households with unmet needs
- Indoor multi-purpose sports fields (field house) and indoor gym space ranked as high priorities
- The Priority Investment Rating system identified indoor facilities among the top needs for investment

Program Delivery Limitations: The City currently provides limited indoor programming due to lack of dedicated facilities. Programs such as adult fitness classes, youth sports during inclement weather, senior activities, and community meetings are constrained by facility availability. A community recreation center would enable significant expansion of these core program areas.

Quality of Life and Economic Development: Recreation centers serve as community anchors that:

- Enhance quality of life and support resident recruitment and retention
- Provide year-round recreation opportunities regardless of weather
- Create gathering spaces that build community connections
- Attract and retain families, supporting the City's efforts to maintain our familial-based quality of life
- Generate tourism and regional draw for sports tournaments and events
 - This would obviously require a different size than I think the needs assessment will entail for our city but listing it here for consideration

Alignment with Strategic Priorities: This recommendation aligns with the Recreation and Parks Master Plan's strategic initiatives, particularly:

- Programming Enhancements: Expanding adult fitness and wellness programs
- Meeting Evolving Community Needs: Addressing gaps in indoor recreation options
- Supporting Community Growth: Providing facilities that attract and retain young families

Partnership Opportunities: Through informal discussions over recent years, several potential partnership models have emerged:

- Private sector interest in co-locating complementary services (sports medicine, physical therapy)
- Potential corporate sponsors for facility naming rights or program support
- Regional sports organizations seeking tournament-quality facilities
- Healthcare providers interested in wellness program partnerships

- Feeder team partnerships (i.e., basketball with 800+ elementary to high school students, volleyball, etc.)

Existing Models: Johns Creek can learn from successful recreation centers in comparable communities such as:

- Alpharetta's Wills Park Recreation Center
- Roswell's Recreation and Parks facilities
- Other metro Atlanta communities that have successfully implemented various operational models?

Financial Sustainability: While recreation centers typically require some level of public subsidy, best practices demonstrate they can achieve significant cost recovery through:

- Membership fees (resident and non-resident tiers)
- Program fees and class registrations
- Facility rentals for private events and tournaments
- Corporate sponsorships and naming rights
- Concessions and pro shop revenues

Obviously, I'd like to keep costs low but am willing to explore all methods to develop this quality of life enhancer.

The Master Plan notes that Johns Creek residents have demonstrated willingness to support recreation investments, with 50% of survey respondents indicating support for increased funding for parks and recreation and an additional 34% supporting maintaining existing funding levels.

Next Steps

I have listed below a few steps that we should consider. Upon Council's direction, Recreation and Parks staff will:

1. Develop a detailed scope of work for the feasibility study and needs assessment
2. Issue a Request for Proposals (RFP) for consultant services specializing in recreation facility planning and feasibility analysis
 - **Discussion point:** Given our expertise and current data, do we need to go out to bid for this or could we execute internally to save hard costs and time?
3. Establish RPAC input mechanism throughout the study process
4. Conduct community engagement to gather additional feedback on facility preferences and needs
5. Present findings and recommendations to Council by May 2026, including:
 - Recommended facility program and size

- Preferred operational model
- Site recommendations
- Financial projections and funding strategies
- Implementation timeline and phasing options

This feasibility study will provide Council with the data-driven analysis needed to make informed decisions about whether, when, and how to proceed with development of a community recreation center that would serve Johns Creek residents for generations to come.

AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Stacy Skinner, Council member Post 2

Agenda: November 17, 2025 – Work Session

Item: E-Bike Regulation

Item Summary:

Request for staff to review options for a City ordinance to regulate the operation and use of electric bicycles (“e-bikes”) specifically for youth (under 16) within Johns Creek. The initiative aligns with Georgia State Law (O.C.G.A. § 40-1-1(15.5) and § 40-6-300 et seq.) and aims to enhance public safety, protect pedestrians, and provide clarity for e-bike users on sidewalks, city streets, trails, and parks.

Background:

Under Georgia law, e-bikes are defined and classified as follows:

Class I: Motor assists only when pedaling; stops at 20 mph

Class II: Motor may propel without pedaling; stops at 20 mph

Class III: Motor assists only when pedaling; stops at 28 mph

No person under the age of 15 shall operate a class III electric assisted bicycle. Local governments may regulate e-bike operation on multi-use paths, sidewalks, and trails.

With increased sidewalk connection to our schools, the Greenway, and our parks (especially *Newtown Park*), there has been an increase in e-bikes on our 5ft-wide sidewalks, pedestrian paths, and on the roadways along *Old Alabama, Barnwell Road, Nesbit Ferry and Jones Bridge* by our youth (under 16) potentially endangering both themselves and the pedestrians.

Often times, the youth are also traveling at speeds in excess of 45mph and at times 60mph.

As Johns Creek continues to expand its connectivity, there is a need to establish clear, enforceable standards for e-bike operation that balance mobility, recreation, and safety to promulgate to the community.

Recommendation

Ask staff to review e-bike ordinances used by our sister cities and recommend an ordinance suitable for Johns Creek that addresses:

1-Where you can ride using each different class of e-bike on the following:

- *shared-use paths & multi-use trails*
- *roadways, & bike lanes*
- *sidewalks (ie The City of Roswell does not allow ebikes on sidewalks)*

2- Speed and Conduct

3- Age and Helmet Rules

*(ie City of Roswell riders **under 16 years old** may **not operate a Class 3 e-bike**)*

4- Parking & Storage

(ex. E-bikes must be parked in bicycle racks or designated areas. Blocking sidewalks, trails, ADA ramps, or building entrances is prohibited. Johns Creek PD or Public Works can impound improperly parked e-bikes.)

5- Enforcement

(ex. The Johns Creek Police Department and Recreation & Parks Department enforce the rules. Violations (reckless operation, unpermitted use on trails, etc.) may result in fines up to \$100 or revocation of trail privileges.)

Financial Impact

None.

Attachments

None.

AGENDA REPORT

To: Honorable Mayor and City Council

From: Erica Madsen, Recreation and Parks Director

Date: November 17, 2025 – Work Session

Agenda: Renewal of Facility Use Agreement for Autrey Mill Nature Preserve

Item Summary:

The current Facility Use Agreement for the Autrey Mill Nature Preserve Association will expire on December 31, 2025. Staff recommends renewal of the partnership with the Autrey Mill Nature Preserve Association in order to continue programming at Autrey Mill Nature Preserve.

Background:

Since the City of Johns Creek was established, the City has entered into Facility Use Agreements with established non-profit associations to receive non-exclusive use of City park facilities to provide programs for the residents of Johns Creek. These existing associations include the Autrey Mill Nature Preserve Association which provides youth and adult programming. The Association provides summer camps, nature education, historical education, home school programs and adult special events, to name a few. By partnering with associations, the City has benefited by having programs that address recreational needs without hiring additional staff to directly organize, operate, and manage the programs. The Association benefits by entering a Facility Use Agreement with the City, which gives them use of the park facilities to operate their programs, with the City handling maintenance and facility repairs. The Recreation and Parks Master Plan adopted in March 2023 both endorsed and recommended the continuation of the arrangement (using partner organizations to provide for recreational needs). The current Facility Use Agreement between the City and the Autrey Mill Nature Preserve Association expires on December 31, 2025.

Update

The proposed Facility Use Agreement is an update to the previous agreement, and removes some outdated clauses related to reversal of ownership of some buildings, adjusts some reporting dates and updates the mission of the AMNP Association. The Association board is in agreement with the proposed language.

The attached agreement was presented to the City's Recreation and Parks Advisory Committee during their regular meeting on October 15, 2025. The committee was in consensus to support renewal of the agreement, after asking questions about how the Association handles their reinvestment requirements. Since that meeting, staff has worked with the City Attorney to finalize the language of the agreement for Council approval.

Next Steps

Pending Council direction, the agreement could be approved for execution in December 2025.

Attachment(s):

1. Existing Facility Use Agreement for Autrey Mill Nature Preserve Association
2. Proposed Facility Use Agreement for Autrey Mill Nature Preserve Association

FACILITIES USE AGREEMENT

THIS AGREEMENT (the "Agreement" or "Operating Agreement") is made this 25th day of April, 2023 (the "Effective Date") by and between the City of Johns Creek, Georgia, a municipal corporation of the State of Georgia (the "City"), and Autrey Mill Nature Preserve Association, Inc., a private nonprofit corporation organized under the laws of the State of Georgia (the "Association").

WITNESSETH

WHEREAS, the City and the Association are mutually interested in and concerned with providing and making available recreational, cultural and educational programs and facilities primarily for the use and benefit of the citizens of the City of Johns Creek, Georgia, but also for members of the Association, and

WHEREAS, the City owns a 46-acre public park and all building, structures and facilities therein known as Autrey Mill Nature Preserve and Heritage Center located at 9770 Autrey Mill Road, Johns Creek, Georgia (the "Property") and the Association owns the personal property as defined in Section 4.4; and

WHEREAS, the Association's mission is to create a destination and educational resource that inspires exploration, appreciation and preservation of the natural environment and local history and as such the Property has become a regional attraction that bridges the past and future; and

WHEREAS, the Association desires to provide programming and to utilize the Property primarily for the benefit of the residents of the City of Johns Creek in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto agree as follows:

1.0 SCOPE OF USE

- 1.1 The City does hereby grant the Association a non-exclusive and transferable license to the extent permitted by this Agreement to use the buildings, structures, facilities and grounds of the Property for purposes that are beneficial to the Association's mission of creating a destination and educational resource that inspires exploration, appreciation and preservation of the natural environment and local history including, but not limited to (a) recreational, cultural and educational programming; (b) fundraising; and (c) third party rentals. The Association does not possess a leasehold or usufruct interest in the Property, nor does this Agreement grant or convey same.
- 1.2 The Association shall, at its own expense, develop and produce recreational, cultural and educational programs (the "Programming"). The scope of the Programming may include but is not limited to, children's school and after-school programs, home school programs, summer camp, adult and senior citizen programs, home school programs, and heritage and oral history. On or before January 1 and July 1 of each term, the Association will provide to the City a written schedule of the Programming expected to be offered during the upcoming six (6) months which will include dates and times descriptions, and fee schedules, if applicable.

Autrey Mill Facility Usage Agreement

- 1.3 The Association shall give the City written notice within 3 days of any fundraising event or third party rental on the Property. The Association shall not be charged a fee for its use of the Protected Structures for any fundraising event or third party rental. For the use of any other building or facility for a fundraising event or third party rental, the Association shall be required to expend five percent (5%) of the fees earned from the fundraising event or third party rental on the performance of certain improvements to the Property as provided in Section 1.4 hereof. If any fundraising event or third party rental uses a Protected Structure and any other building or structure for which a fee is collected, the Association shall reasonably allocate the fee between the Protected Structure and the other building(s) or structure(s).
- 1.4 The Association shall, at a minimum expend an allotment equal to five percent (5%) of its Programming, fundraising and third-party rental fees collected during the prior term on the performance of improvements on the buildings, structures, facilities and grounds of the Property. Subject to prior written approval by the City of the improvement and any subcontractor or third-party used to perform the improvement, the Association may perform or cause to be performed such improvements in full or partial substitution for the actual expenditure of funds. The City approved value of such donated services or goods shall serve as an in kind payment for purposes of meeting the requirement minimum expenditure required by this Section.
- 1.5 Upon reasonable written notice to the Association, the City has the right to cancel any scheduled Programming, fundraising event or third-party rental when it is determined that such activity would pose an unreasonable risk of injury to the public or damage to the buildings, structures, facilities or grounds of the Property.
- 1.6 The City shall have the right to conduct programming and events at its own expense, on the Property, so long as said programming and events do not interfere with the Association's scheduled programming, fundraising events or third-party rentals which have been submitted to the City in writing in accordance with Sections 1.2 and 1.3 hereof. The City may ask Association staff to provide assistance with set-up, staffing or provide structured educational programs such as hikes, tours, or animal encounters. The Association will provide the City with an estimated cost for such assistance based on Association standard program and/or staff rates.
- 1.7 The City shall permit the Autrey Mill Nature Preserve Association to run a Wildlife Rehabilitation Program with the following requirements:
- (a) At least one staff member shall hold an active license for Wildlife Rehabilitation from the Georgia Department of Natural Resources, Special Permit Unit. A copy of the license shall be provided to the City of Johns Creek. If the license holder leaves or the license lapses, all animals currently in care must be released to other partner wildlife rehabilitation centers.
 - (b) The program shall not accept bats, bobcats, coyotes, foxes, raccoons or skunks due to the public health risk associated with the likelihood of rabies in these species.
 - (c) The program shall not accept birds.
 - (d) The program shall only accept animals 10lbs and under.

Autrey Mill Facility Usage Agreement

- (e) The program shall only house wildlife that can fill the capacity of 10 enclosures, always leaving one enclosure empty. All wildlife beyond this capacity will be redirected to other rehabilitation programs.
- (f) The program shall be housed in the Heritage Classroom in the Program barn, which will be locked to prohibit entry by unauthorized persons.
- (g) The public will not directly interact with the animals in rehabilitation care. Per AMNP Wildlife Rehabilitation guide, only Wildlife Rehabilitation license holders or interns may handle animals in care.
- (h) In cases where the Wildlife Rehabilitator determines that euthanasia is required, the case will be referred to the program's local veterinarian partner to perform the procedure and proper disposal.
- (i) The program shall follow the Minimum Standards for Wildlife Rehabilitation as published by the National Wildlife Rehabilitators Association, and the Wildlife Rehabilitation Guide developed by the Autrey Mill Nature Preserve Association.
- (j) AMNP Association shall be responsible for annually updating the onsite Wildlife Rehabilitation Guide and Operating Guidelines, and notifying the City of Johns Creek of any changes in licensing or procedures.

1.8 Alcohol may be consumed on the Property, only as part of rental or special events with the following requirements:

- (a) Alcohol consumption shall be limited to the historic village area, and not the hiking trails.
- (b) The Association will apply for and purchase the Civic Organization Non-Profit Yearly Alcohol Permit from the City of Johns Creek.
- (c) The Association shall require all package rentals (rentals of 2 or more buildings) requesting to serve alcohol at their private event to purchase their own event liability insurance, and submit proof of insurance to the Association. Additionally, the Association will hire a City of Johns Creek Police Officer on behalf of the renters, which Officer will be present while alcohol is being served.
- (d) Alcohol may be consumed for small events (single building rental) without additional insurance and without a hired police officer.

2.0 MAINTENANCE

2.1 The City shall be responsible for maintaining and making repairs to the buildings, structures, facilities and grounds of the Property. Except to the extent necessary to protect the public health, safety and welfare, the City shall not materially modify or alter the

Autrey Mill Facility Usage Agreement

historic architecture and character of a Protected Structure at any time prior to March 8, 2025 without the written consent of the Association.

2.2 The City's additional maintenance responsibilities shall be as follows:

- 2.2.1 supply and clean all bathrooms;
- 2.2.2 maintain the lawns;
- 2.2.3 blow the walkways;
- 2.2.4 provide pest control services;
- 2.2.5 collect trash and recycling from outside receptacles;
- 2.2.6 provide custodial services related to use of the Property for any City programming or event;
- 2.2.7 ensure proper recycling on our property through use of clear bags in designated recycling bins; and
- 2.2.8 inspect and upkeep grounds, trails, and building according to attached check list including, but not limited to repair of fences (excluding Summerour white picket fence).
- 2.2.9 repair the following appliances in the Summerour House: stove, oven, dishwasher, and refrigerator.

2.3 The Association's maintenance responsibilities shall be as follows:

- 2.3.1 maintain the specially planted garden areas;
- 2.3.2 provide interior custodial services related to the Association's use of the Property for operations; and
- 2.3.3 provide custodial services related to the use of the Property for any Association programming, fundraising or third-party event; provided, however, that upon request the City may provide custodial services for events.

2.4 Should the Association identify any condition on the Property which poses (i) an imminent health or safety risk to the public or (ii) an imminent risk of injury to a person or damage to the buildings, structures, facilities or grounds of the Property if not repaired or maintained, the Association shall notify the City without delay. For all other conditions on the Property requiring repair or maintenance observed by the Association, the Association shall notify the City within forty-eight (48) hours.

2.5 The Association shall repair at its own expense any damage to the Property caused by the negligence or intentional act of the Association, its employees, agents, volunteers or subcontractors.

3.0 IMPROVEMENTS

- 3.1 The Association shall obtain the prior written approval from the City before making any repairs, improvements or alterations to the buildings, structures, facilities or grounds on the Property, except as follows:
- 3.1.1 the cost of the repair, improvement or alteration to the buildings, structures, facilities, or grounds is \$10,000.00 or less; and
 - 3.1.2 the repair, improvement or alteration does not change the structure of the building, structure, or facility; and
 - 3.1.3 the repair, improvement or alteration does not change the slope of the grounds more than four feet.
- 3.2 The Association shall obtain prior written approval from the City before any subcontractor or third-party makes repairs, improvements or alterations to the buildings, structures, facilities or grounds on the Property in excess of \$10,000.00.
- 3.3 Repairs, improvements or alterations to the buildings, structures, facilities or grounds on the Property to be made by the Association will be offered in full or partial substitution for the actual expenditure of funds required by Section 1.4 hereof shall require the City's prior written approval of the (i) repair, improvement or alteration and (ii) the subcontractor or third-party performing the work, regardless of cost or nature of changes.
- 3.4 All repairs, improvements or alterations made by the Association to the buildings, structures, facilities or grounds on the Property, unless the parties agree otherwise in writing, will remain upon the Property, except for Personal Property contained therein, and will be surrendered to the City at the termination of this Agreement. For the purposes of this Agreement, "Personal Property" shall be defined to include, but not be limited to, the non-structural and non-permanent contents of all of the buildings, structures and storage areas on the Property. Personal Property shall mean all tangible and intangible goods, objects and artifacts present on the Property as of the date of this Agreement or thereafter acquired by the Association whether by purchase, donation or loan; provided, however, the contents of the apartment on the first and second floors of the Visitor Center is expressly excluded from the definition of Personal Property hereunder. By way of example, but not of limitation, Personal Property shall include the following all furnishings within and around the buildings, nature and heritage collections, displays and exhibits - whether or not affixed to structure; live and taxidermy animals; books, journals, papers, and records; supplies, materials and intellectual property used to deliver programming, objects of art, decorations, and historic collections, computers, audio, video, telecommunications equipment, including software and produced content; office supplies and equipment; tools, implements and equipment; scientific equipment and instruments; merchandise for sale; personal effects of AMNP staff and volunteers; kitchen equipment, items, and supplies; maintenance supplies and materials. This

definition of Personal Property shall not in any way limit the rights of the Association to its intellectual property.

- 3.5 The Association may request that the City budget include funds for capital improvement of the Property. All such requests must be submitted to the Finance Director no later than July 1 to be considered for the City's upcoming fiscal year budget. The Association may propose or bid for contracts for services related to City budget initiatives.

4.0 PROPERTY INSPECTIONS

- 4.1 The City or any of its agents or employees shall have the right to enter, examine and inspect the Property at any time during the term of this Agreement.
- 4.2 The City may supervise any maintenance or improvement activities undertaken by the Association pursuant to Sections 1.4, 3.3 and 4.0 hereof.

5.0 TERM OF THE AGREEMENT

The initial term of this Agreement shall be for one year commencing on January 1, 2021 and terminating at midnight on December 31, 2021. 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.

6.0 TERMINATION OF THE AGREEMENT

- 6.1 If through any cause, the Association shall fail to fulfill in a timely and proper manner any material provisions or stipulations of this Agreement are violated by the Association, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Association of its intent to terminate the Agreement specifying the reasons for such intention to terminate the Agreement. Unless within thirty (30) days after serving of such notice upon the Association such violation or delay has ceased or been cured, or arrangements for correction satisfactory to the City have been made, this Agreement shall upon expiration of said thirty (30) days be terminated without further notice.
- 6.2 In the event the City or the Association determines that it is no longer in its best interest to continue to be bound by this Agreement, the City or the Association may terminate this Agreement by giving at least six (6) month's prior notice in writing to the other party.
- 6.3 In the event the Association shall become insolvent, or the Association makes an assignment for the benefit of creditors, or a receiver or trustee is appointed for the Association, this Agreement shall automatically terminate. If (i) a petition in bankruptcy or other insolvency proceeding is filed by or against the Association, (ii) any other action is taken to declare the Association bankrupt or to modify or reorganize the Association's debts or obligations or to appoint a trustee, receiver or liquidator of Association or of any property of the Association, or (iii) any proceeding is commenced or taken by any governmental authority for the dissolution or liquidation of the Association and the

Association fails to secure a discharge thereof within thirty (30) days thereof, this Agreement shall automatically terminate upon the occurrence thereof.

7.0 COMPLIANCE, RISK MITIGATION AND INSURANCE

- 7.1 The Association shall, throughout the term of this Agreement, at its sole expense, properly comply with all laws and regulations of federal, state, county and municipal governments applicable to the Associations use of the Property
- 7.2 The Association agrees to administer its Programming and events at the Property in a safe manner having a sufficient number of adults present to supervise all scheduled programming and events. The Association agrees that it will (i) comply with the requirements for mandatory reporting of child abuse set forth in O.C.G.A. § 19-7-5 and (ii) require its employees and volunteers to perform and complete the training regarding such requirements prior to performing any activities for, on behalf of, or otherwise in regard to any activity provided by the Association.
- 7.3 The Association shall obtain and maintain general commercial liability insurance in an amount of not less than \$1,000,000 per person and \$2,000,000 per occurrence through an endorsed policy naming the City, its elected officials, officer, agents and employees as additional insured.
- 7.4 As may be required by Georgia law, the Association shall obtain and maintain automobile liability insurance providing the following coverage; personal injury including death limits of \$200,000 for each person and \$500,000 for each accident; property damage limits of \$100,000 for each accident and \$200,000 for the aggregate of operations; vehicular liability limits of \$100,000 for any person and \$200,000 for each occurrence.
- 7.5 As may be required by Georgia law the Association shall obtain and maintain statutory worker's compensation and employer's liability insurance in the minimal amount required by applicable law for all employees and other persons.
- 7.6 The Association shall provide the City a certificate evidencing the insurance required by Sections 8.3, 8.4 and/or 8.5 in a form acceptable to the Finance Director, which shall be submitted to the Finance Director prior to commencement of activities at the Property pursuant to his Agreement. The insurance coverage evidenced by said certificated shall not be cancelled or materially altered, or allowed to lapse until thirty (30) days written notice has been received by the Finance Director, and it shall be the Association's responsibility to see that each company providing this coverage understand and complies with the required notice. Such policies shall be primary and non-contributing with or in excess of any insurance carried by the City. The Association shall not do any act which may make void or voidable any such policy.
- 7.7 The Association shall either (i) require each of its subcontractors to procure and to maintain during the term of the subcontract public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the Sections 8.3, 8.4 and 8.5 or (ii) insure the activities of any subcontractor under its own insurance policy. The City shall obtain insurance for the buildings, structures, facilities and grounds

and shall comply with the requirements of all policies of public liability, fire and other types of insurance at any time in force with respect to the buildings, structures, facilities, grounds and other improvements on the Property, which the City shall obtain as to said Property.

8.0 INDEPENDENT CONTRACTOR

The parties agree that the Association is an independent contractor, and, as such, the Association is neither a partner, agent, employee, nor principal of the City, nor is the Association a joint venture with the City

9.0 INDEMNITY AND HOLD HARMLESS

The Association hereby covenants and agrees to indemnify and save and hold harmless the City its council members, officials, officer, agents and employees (the "City Parties") from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) ("Claims") suffered or incurred by or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage arising in any way from the negligent actions or omissions or willful misconduct of the Association, its agents, employees, officers, directors, volunteers, and subcontractors (the "Association Parties"), except to the extent such Claims arise from the sole negligence of the City Parties. The Association does further hereby agree to release and hold harmless the City Parties from any injury (including death resulting therefrom), loss, claim or damage sustained by the Association Parties caused by or arising out of a condition of the Property, without regard to negligence. The language of this indemnification clause shall survive the termination of this Agreement. Nothing state herein shall be deemed to waive any defense of the City, including sovereign immunity to any such Claim.

10.0 RECORDS REPORTS AND AUDITS

10.1 The Association shall maintain accounts and records, including but not limited to an inventory of its personal property and reasonable and customary financial records adequate to identify and account for all fees and costs pertaining to this Agreement and such other records as may be requested by the City to assure proper accounting for all funds, both public and private. Said records must be maintained for at least three (3) years after termination of this Agreement unless written permission to dispose of them earlier is granted by the City.

10.2 The Association shall submit reports to the City no later than fifteen (15) days after the end of each calendar quarter, which shall at a minimum contain the following information regarding programming, fundraising events and third party rentals conducted during the previous three (3) months:

10.2.1 the date and description of each programming, fundraising or third party rental event;

10.2.2 the number of participants in each programming event

Autrey Mill Facility Usage Agreement

- 10.2.3 the name and addresses when provided by participant in programming or event; if specifically requested by the City
- 10.2.4 the name and address of the third-party renting any part of the Property
- 10.2.5 the amount of fees collected for each programming, fundraising or third party rental event
- 10.3 The Association's records, accounts and bookkeeping shall be reviewed at least annually by a duly licensed and qualified Certified Public Accountant (CPA).
- 10.4 The City shall at all reasonable times have access to the books and records of the Association pertaining to this Agreement.

11.0 OWNERSHIP AND REVERSION RIGHTS.

- 11.1 The parties acknowledge and agree that the Association has transferred by quitclaim deed and bill of sale to the City all of its right, title and interest in the buildings and fixtures situated at the Property pursuant to Section 2.1 of the Operating Agreement between the City of Johns Creek, Georgia and the Autrey Mill Nature Preserve Association, Inc. dated March 8, 2010.
- 11.2 The parties acknowledge and agree that the deed and bill of sale referenced in the Section 12.1 hereof contains the following provisions:
 - 11.2.1 As to the Green's Store, the Delco-Remy Building, the Warsaw Church, the Log Cabin Stage, the Tenant House, the Native American Tipi, and the Summerour House, (collectively, the "Protected Structures"), the City shall not, without the written consent of the Association, materially modify or alter the historic architecture and character of the Protected Structures prior to March 8, 2025 except to the extent necessary to protect the public health, safety and welfare. In particular, and without limitations, the decorative art present in the Summerour House as of the date hereof shall not be altered or defaced.
 - 11.2.2 If prior to March 8, 2025 this Operating Agreement expires, is terminated or not renewed for any reason or the City causes an unpermitted modification or alteration of a Protected Structure, the Association may, within ninety (90) days thereafter, exercise a right of reversion (the "Reversion Right") by giving written notice to the City, at which time ownership of the Protected Structure will automatically revert to the Association.
- 11.3 If the Association exercises the Reversion Right, it shall pay to the City an amount equal to all documented public funds, expended by the City to improve or structurally repair the Protected Structures, including any funds granted by the City to the Association to provide such improvements or structural repairs.
- 11.4 The Association may not remove the Protected Structures unless it has performed or undertaken all other appropriate obligations conditions or measures to legally transfer the

Autrey Mill Facility Usage Agreement

ownership of such buildings to the Association pursuant to any grant agreement entered into with any state or federal agency, the full performance of which shall be certified under oath by the Association and confirmed in writing by the applicable state or federal agency.

- 11.5 The form and execution of such certification, as well as the written confirmation provided by the state or federal agency, shall be subject to the City's approval, which shall not be unreasonably withheld, delayed or conditioned. In the event the transfer of any of the Protected Structures is prohibited by a grant agreement or any federal or state agency, or in the event the transfer of any of the Protected Structures would improve a substantial obligation on the City pursuant to any conditions required by the state or federal agency, the Reversion Right will be deemed waived as to that Protected Structure.
- 11.6 Upon delivery of the required written confirmation from the state and federal agencies, as applicable, the City shall cooperate with the Association and the Association shall remove the Protected Structures from the Property within 180 days, and the condition of the Property restored to the reasonable satisfaction of the City. If the Association fails to remove the Protected Structures timely, the Reversion Right under this Agreement will be deemed waived.

12.0 NOTICES AND CONTACT OFFICERS

- 13.1 Unless otherwise provided herein all notices which are required to be given hereunder shall be in writing and delivered by either (a) United States registered or certified mail, or (b) an overnight commercial package courier/delivery service with a follow-up letter sent by United States mail, or (c) email; and such notices shall be sent postage prepaid, addressed to the parties hereto at their respective addresses set forth below. If any such notices are refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed received on the date the notice-receipt is returned stating that the same was refused or is undeliverable at such address.

If to the Association:

Autrey Mill Nature Preserve Association,
Inc.
Attention: President
9770 Autrey Mill Road
Johns Creek, Georgia 30022-7168

If to the City:

City of Johns Creek
Attention: City Manager
11360 Lakefield Drive
Johns Creek, Georgia 30097

- 13.2 The City Contact Officer for the Association in conjunction with this Agreement shall be the City's Recreation and Parks Manager, and the Association Contact Officer for the City in conjunction with the Agreement shall be the Association Director. Should the title or individual assigned to such position change, each party agrees to give notice to the other party of the new title of such position or name of the individual assigned to such position

13.0 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Autrey Mill Facility Usage Agreement

The Association is subject to the requirements of the Georgia Security and Immigration Compliance Act. Accordingly, the requirements of O.C.G.A. §13-10-91 and Georgia Department of Labor Rules 300-10-1-02 are conditions of this Agreement. Compliance with these requirements shall be attested by the Association's execution of the Contractor Affidavit if attached hereto as Addendum A, which shall become a part of this Agreement. In the event the Association employs or contracts with any subcontractor(s) in connection with the performance of the work permitted in this Agreement, the Association shall secure from such subcontractor(s) attestation of the subcontractor's execution of the Subcontractor Affidavit attached hereto as Addendum B, which shall also become a part of this Agreement and also a part of the agreement between the Association and subcontractor. The Association shall maintain records of such attestation for inspection by the City at any time. The Association shall be required to provide copies to the City upon request. Failure to comply with these rules will result in the termination of this Agreement, where it is subsequently determined that there has been a violation of any provision of the Georgia Security and Immigration Compliance Act or implementing rules and regulations.

14.0 ASSIGNMENT OF AGREEMENT

The Association shall not assign this Agreement or any part thereof without the prior written consent of the City.

15.0 MERGER AND MODIFICATIONS TO AGREEMENT

This Agreement constitutes the entire arrangement between the City and the Association, superseding all prior agreements or with standings relating to any of the subject matters hereof; and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the City and the Association's duly authorized representatives.

16.0 HEADINGS

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

17.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

18.0 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, this Agreement will be considered divisible and inoperative as to such provision to the extent that such provision is unenforceable, with this Agreement to remain in full force and effect in all other respects. If any provision of this Agreement, although unenforceable as written, may be made enforceable by limitation thereof, then such provision will be enforceable to the maximum extent permitted by applicable law.

19.0 EXPENSES

Except as expressly provided herein, all of the expenses of the Association (including applicable income and other tax results and attorneys' fees) in connection with the preparation, execution and consummation of this Agreement, add with the transactions contemplated herein, shall be paid by the Association; and all of the City's expenses un such connection shall be paid by the City.

20.0 PRESUMPTIONS AND INTERPRETATION

The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that all parties and/or their respective attorneys and agents have fully participated in preparation of all provisions of this Agreement.

21.0 SURVIVAL OF CERTAIN PROVISIONS

The obligations and rights created in Sections 11.0 of this Agreement shall survive and remain in effect beyond the term of this Agreement. Further, the obligations and rights provided in Section 1.0 of this Agreement shall survive the term of this Agreement as provided therein.

22.0 NO WAIVER

Except as otherwise provided herein, no failure or delay by any party hereto in exercising any right, power, remedy or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, remedy, power or privilege.

23.0 GOVERNINGLAW

The penalties further agree that all matters pertaining to the validity, construction, interpretation, or effect of this Agreement shall be governed by the Laws of the State of Georgia.

24.0 VENUE AND JURISDICTION

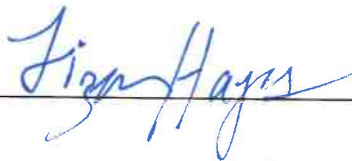
Any legal actions instituted by a party hereto shall be brought in the state court(s) located in Fulton County, Georgia and the parties consent to the venue therein, and the jurisdiction of those courts over the parties and subject matter and waive any defenses with respect to venue and jurisdiction.

[SIGNATURES ARE ON THE NEXT PAGE]

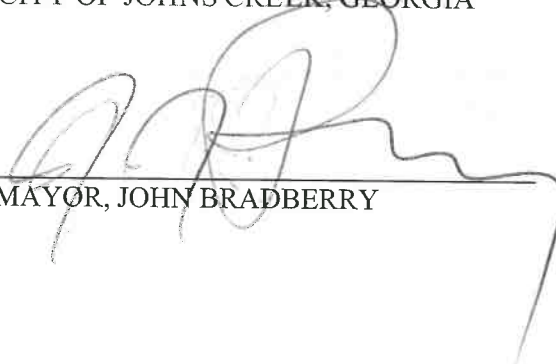
Autrey Mill Facility Usage Agreement

IN WITNESS WHEREOF, the parties have set their hands and seals.

AUTREY MILL NATURE PRESERVE
ASSOCIATION, INC.



CITY OF JOHNS CREEK, GEORGIA



MAYOR, JOHN BRADBERRY

ADDENDUM A

CONTRACTOR'S AFFIDAVIT

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE
ACT AUTREY MILL FACILITIES USE AGREEMENT**

1. Contractor verifies that Contractor has complied with the Georgia Security and Immigration Compliance Act by registering at and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01 et seq.

2. Contractor warrants that if it contracts with any subcontractor(s) to physically perform services in connection with the Autrey Mill Facilities Use Agreement, the Contractor will secure from such subcontractor(s) similar verification of compliance with the Georgia Security and Immigration Compliance Act and rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01

Date: _____

Authorized Agent

E-Verify No: _____

Address: _____

Sworn to and subscribed before me on
this ___ day of _____ 2023.

NOTARY PUBLIC

My commission expires: _____

ADDENDUM B

**SUBCONTRACTOR'S AFFIDAVIT
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AUTREY MILL
FACILITIES USE AGREEMENT**

1. The subcontractor states that it is engaged in the performance of physical services under a subcontract with Autrey Mill Nature Preserve Association, Inc., which has contracted to perform the Autrey Mill Facilities Use Agreement.
2. The subcontractor verifies that the subcontractor has complied with the Georgia Security and Immigration Compliance Act by registering at <https://www.verify.gov> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-01-1-01 et seq.

By: _____

Date: _____

Authorized Agent

Address: _____

E-VerifyNo: _____

Sworn to and subscribed before me on
this ___ day of _____ 2023.

NOTARY PUBLIC

My commission expires: _____

**FACILITES USAGE
AGREEMENT**

THIS AGREEMENT (the "Agreement" or "Operating Agreement") is made this ____ day of _____, 2025 (the "Effective Date") by and between the City of Johns Creek, Georgia, a municipal corporation of the State of Georgia (the "City"), and Autrey Mill Nature Preserve Association, Inc., a private nonprofit corporation organized under the laws of the State of Georgia (the "Association").

WITNESSETH

WHEREAS, the City and the Association are mutually interested in and concerned with providing and making available recreational, cultural and educational programs and facilities primarily for the use and benefit of the citizens of the City of Johns Creek, Georgia, but also for members of the Association, and

WHEREAS, the City owns a 46-acre public park and all buildings, structures and facilities therein known as Autrey Mill Nature Preserve and Heritage Center located at 9770 Autrey Mill Road, Johns Creek, Georgia (the "Property") and the Association owns the personal property as defined in Section 4.4; and

WHEREAS, the Association's mission is "To connect residents and neighboring communities to the natural and historical heritage of Johns Creek through imaginative and inspirational programs." As such the Property has become a regional attraction that bridges the past and future; and

WHEREAS, the Association desires to provide programming and to utilize the Property primarily for the benefit of the residents of the City of Johns Creek in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto agree as follows:

1.0 SCOPE OF USE

1.1 The City does hereby grant the Association a non-exclusive and transferable license to the extent permitted by this Agreement to use the buildings, structures, facilities and grounds of the Property for purposes that are beneficial to the Association's mission to connect residents and neighboring communities to the natural and historical heritage of Johns Creek through imaginative and inspirational programs including, but not limited to (a) recreational, cultural and educational programming; (b) fundraising; and (c) third party rentals. The Association does not possess a leasehold or usufruct interest in the Property, nor does this Agreement grant or convey same.

1.2 The Association shall, at its own expense, develop and produce recreational, cultural and educational programs (the "Programming"). The scope of the Programming may include but is not limited to, children's school and after-school programs, home school programs, summer camp, adult and senior citizen programs, home school programs, and heritage and oral history. On or before January 1 for the spring and summer season and August 15th for the fall and winter season of each term, the Association will provide to the City a written schedule of the Programming expected to be offered

Autrey Mill Facility Usage Agreement

during the upcoming six (6) months which will include dates, times, descriptions, and fee schedules, if applicable.

- 1.3 The Association shall give the City written notice within 3 days of any fundraising event or third-party rental on the Property. The Association shall not be charged a fee for its use of the Protected Structures, as defined in section 11.2, for any fundraising event or third-party rental. For the use of any other building or facility for a fundraising event or third-party rental, the Association shall be required to expend five percent (5%) of the fees earned from the fundraising event or third-party rental on the performance of certain improvements to the Property as provided in Section 1.4 hereof. If any fundraising event or third-party rental uses a Protected Structure and any other building or structure for which a fee is collected, the Association shall reasonably allocate the fee between the Protected Structure and the other building(s) or structure(s).
- 1.4 The Association shall, at a minimum, expend an allotment equal to five percent (5%) of its programming, fundraising and third-party rental fees collected during the prior term on the performance of improvements on the buildings, structures, facilities and grounds of the Property. Subject to prior written approval by the City of the improvement and any subcontractor or third-party used to perform the improvement, the Association may perform or cause such improvements to be performed in full or partial substitution for the actual expenditure of funds. The City approved value of such donated services or goods shall serve as an in-kind payment for purposes of meeting the requirement minimum expenditure required by this Section.
- 1.5 Upon reasonable written notice to the Association, the City has the right to cancel any scheduled programming, fundraising event or third-party rental when it is determined that such activity would pose an unreasonable risk of injury to the public or damage to the buildings, structures, facilities or grounds of the Property.
- 1.6 The City shall have the right to conduct programming and events at its own expense, on the Property, so long as said programming and events do not interfere with the Association's scheduled programming, fundraising events or third-party rentals which have been submitted to the City in writing in accordance with Sections 1.2 and 1.3 hereof. The City may ask Association staff to provide assistance with set-up, staffing or provide structured educational programs such as hikes, tours, or animal encounters. The Association will provide the City with an estimated cost for such assistance based on Association standard program and/or staff rates.
- 1.7 The City shall permit the Autrey Mill Nature Preserve Association to run a Wildlife Rehabilitation Program with the following requirements:
 - (a) At least one staff member shall hold an active license for Wildlife Rehabilitation from the Georgia Department of Natural Resources, Special Permit Unit. A copy of the license shall be provided to the City of Johns Creek. If the license holder leaves or the license lapses, all animals currently in care must be released to other partner wildlife rehabilitation centers.
 - (b) The program shall not accept bats, bobcats, coyotes, foxes, raccoons or skunks due to the public health risk associated with the likelihood of rabies in these species.
 - (c) The program shall not accept birds.
 - (d) The program shall only accept animals 10 lbs and under.

- (e) The program shall only house wildlife that can fill the capacity of 10 enclosures, always leaving one enclosure empty. All wildlife beyond this capacity will be redirected to other rehabilitation programs.
- (f) The program shall be housed in the Heritage Classroom in the Program barn, which will be locked to prohibit entry by unauthorized persons.
- (g) The public will not directly interact with the animals in rehabilitation care. Per AMNP Wildlife Rehabilitation guide, only Wildlife Rehabilitation license holders or interns may handle animals in care.
- (h) In cases where the Wildlife Rehabilitator determines that euthanasia is required, the case will be referred to the program's local veterinarian partner to perform the procedure and proper disposal.
- (i) The program shall follow the Minimum Standards for Wildlife Rehabilitation as published by the National Wildlife Rehabilitators Association, and the Wildlife Rehabilitation Guide developed by the Autrey Mill Nature Preserve Association.
- (j) AMNP Association shall be responsible for annually updating the onsite Wildlife Rehabilitation Guide and Operating Guidelines and notifying the City of Johns Creek of any changes in licensing or procedures.

1.8 Alcohol may be consumed on the Property, only as part of rental or special events with the following requirements:

- (a) Alcohol consumption shall be limited to the historic village area, and not the hiking trails.
- (b) The Association will apply for and purchase the appropriate Alcohol Permit from the City of Johns Creek.
- (c) The Association shall require all package rentals (rentals of 2 or more buildings) requesting to serve alcohol at their private event to purchase their own event liability insurance and submit proof of insurance to the Association. Additionally, the Association will hire a City of Johns Creek Police Officer on behalf of the renters, which Officer will be present while alcohol is being served.
- (d) Alcohol may be consumed for small events (single building rental) without additional insurance and without a hired police officer.

2.0 MAINTENANCE

2.1 The City shall be responsible for maintaining and making repairs to the buildings, structures, facilities and grounds of the Property. Except to the extent necessary to protect the public health, safety and welfare, the City shall not materially modify or alter the historic architecture and character of a Protected Structure without the written consent of the Association.

2.2 The City's additional maintenance responsibilities shall be as follows:

- supply and clean all bathrooms;
- (a) maintain the lawns;
- (b) blow the walkways;
- (c) provide pest control services;
- (d) collect trash and recycling from outside receptacles;
- (e) provide custodial services related to use of the Property for any City programming or event;
- (f) ensure proper recycling on our property through use of clear bags in designated

recycling bins; and

- (g) inspect and upkeep grounds, trails, and building according to attached check list including, but not limited to repair of fences (excluding Summerour white picket fence).
- (h) repair the following appliances in the Summerour House: stove, oven, dishwasher, and refrigerator.
- (i) General landscape and site maintenance

2.3 The Association's maintenance responsibilities shall be as follows:

- (a) Maintain the specially planted garden areas;
- (b) provide interior custodial services related to the Association's use of the Property for operations; and
- (c) provide custodial services related to the use of the Property for any Association programming, fundraising or third-party event; provided, however, that upon request the City may provide custodial services for events.

2.4 Should the Association identify any condition on the Property which poses (i) an imminent health or safety risk to the public or (ii) an imminent risk of injury to a person or damage to the buildings, structures, facilities or grounds of the Property if not repaired or maintained, the Association shall notify the City without delay. For all other conditions on the Property requiring repair or maintenance observed by the Association, the Association shall notify the City within forty-eight (48) hours.

2.5 The Association shall repair at its own expense any damage to the Property caused by the negligence or intentional act of the Association, its employees, agents, volunteers or subcontractors.

3.0 IMPROVEMENTS

3.1 The Association shall obtain prior written approval from the City before making any repairs, improvements or alterations to the buildings, structures, facilities or grounds on the Property, except as follows:

- (a) the cost of the repair, improvement or alteration to the buildings, structures, facilities, or grounds is \$10,000.00 or less; and
- (b) the repair, improvement or alteration does not change the structure of the building, structure, or facility; and
- (c) the repair, improvement or alteration does not change the slope of the grounds more than four feet.

3.2 The Association shall obtain prior written approval from the City before any subcontractor or third-party makes repairs, improvements or alterations to the buildings, structures, facilities or grounds on the Property in excess of \$10,000.00.

3.3 Repairs, improvements or alterations to the buildings, structures, facilities or grounds on the Property to be made by the Association will be offered in full or partial substitution for the actual expenditure of funds required by Section 1.4 hereof shall require the City's prior written approval of the (i) repair, improvement or alteration and (ii) the subcontractor or third-party performing the work, regardless of cost or nature of changes.

3.4 All repairs, improvements or alterations made by the Association to the buildings, structures, facilities or grounds on the Property, unless the parties agree otherwise in writing, will remain upon the Property, except for Personal Property contained therein,

Autrey Mill Facility Usage Agreement and will be surrendered to the City at the termination of this Agreement. For the purposes of this Agreement, "Personal Property" shall be defined to include, but not be limited to, the non-structural and non-permanent contents of all the buildings, structures and storage areas on the Property. Personal Property shall mean all tangible and intangible goods, objects and artifacts present on the Property as of the date of this Agreement or thereafter acquired by the Association whether by purchase, donation or loan; provided, however, the contents of the apartment on the first and second floors of the Visitor Center is expressly excluded from the definition of Personal Property hereunder. By way of example, but not of limitation, Personal Property shall include the following all furnishings within and around the buildings, nature and heritage collections, displays and exhibits - whether or not affixed to structure; live and taxidermy animals; books, journals, papers, and records; supplies, materials and intellectual property used to deliver programming, objects of art, decorations, and historic collections, computers, audio, video, telecommunications equipment, including software and produced content; office supplies and equipment; tools, implements and equipment; scientific equipment and instruments; merchandise for sale; personal effects of AMNP staff and volunteers; kitchen equipment, items, and supplies; maintenance supplies and materials. This definition of Personal Property shall not in any way limit the rights of the Association to its intellectual property.

- 3.5 The Association may request that the City budget include funds for capital improvement of the Property. All such requests must be submitted to the Recreation & Parks Director no later than March 1 to be considered for the City's upcoming fiscal year budget. The Association may propose or bid for contracts for services related to City budget initiatives.

4.0 PROPERTY INSPECTIONS

- 4.1 The City or any of its agents or employees shall have the right to enter, examine and inspect the Property at any time during the term of this Agreement.
- 4.2 The City may supervise any maintenance or improvement activities undertaken by the Association pursuant to Sections 1.4, 3.3 and 4.0 hereof.

5.0 TERM OF THE AGREEMENT

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.

6.0 TERMINATION OF THE AGREEMENT

- 6.1 If through any cause, the Association shall fail to fulfill in a timely and proper manner any material provisions or stipulations of this Agreement are violated by the Association, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Association of its intent to terminate the Agreement specifying the reasons for such intention to terminate the Agreement. Unless within thirty (30) days after serving of such notice upon the Association such violation or delay has ceased or been cured, or arrangements for correction satisfactory to the City have been made, this

Autrey Mill Facility Usage Agreement

Agreement shall upon expiration of said thirty (30) days be terminated without further notice.

- 6.2 In the event the City or the Association determines that it is no longer in its best interest to continue to be bound by this Agreement, the City or the Association may terminate this Agreement by giving at least six (6) month's prior notice in writing to the other party.
- 6.3 In the event the Association shall become insolvent, or the Association makes an assignment for the benefit of creditors, or a receiver or trustee is appointed for the Association, this Agreement shall automatically terminate. If (i) a petition in bankruptcy or other insolvency proceeding is filed by or against the Association, (ii) any other action is taken to declare the Association bankrupt or to modify or reorganize the Association's debts or obligations or to appoint a trustee, receiver or liquidator of Association or of any property of the Association, or (iii) any proceeding is commenced or taken by any governmental authority for the dissolution or liquidation of the Association and the Association fails to secure a discharge thereof within thirty (30) days thereof, this Agreement shall automatically terminate upon the occurrence thereof.

7.0 COMPLIANCE, RISK MITIGATION AND INSURANCE

- 7.1 The Association shall, throughout the term of this Agreement, at its sole expense, properly comply with all laws and regulations of federal, state, county and municipal governments applicable to the Associations use of the Property
- 7.2 The Association agrees to administer its Programming and events at the Property in a safe manner having a sufficient number of adults present to supervise all scheduled programming and events. The Association agrees that it will (i) comply with the requirements for mandatory reporting of child abuse set forth in O.C.G.A. § 19-7-5 and (ii) require its employees and volunteers to perform and complete the training regarding such requirements prior to performing any activities for, on behalf of, or otherwise in regard to any activity provided by the Association.
- 7.3 The Association shall obtain and maintain general commercial liability insurance in an amount of not less than \$1,000,000 per person and \$2,000,000 per occurrence through an endorsed policy naming the City, its elected officials, officer, agents and employees as additional insured.
- 7.4 As may be required by Georgia law, the Association shall obtain and maintain automobile liability insurance providing the following coverage; personal injury including death limits of \$200,000 for each person and \$500,000 for each accident; property damage limits of \$100,000 for each accident and \$200,000 for the aggregate of operations; vehicular liability limits of \$100,000 for any person and \$200,000 for each occurrence.
- 7.5 As may be required by Georgia law the Association shall obtain and maintain statutory worker's compensation and employer's liability insurance in the minimal amount required by applicable law for all employees and other persons.
- 7.6 The Association shall provide the City a certificate evidencing the insurance required by Sections 7.3, 7.4 and/or 7.5 in a form acceptable to the Finance Director, which

Autrey Mill Facility Usage Agreement shall be submitted to the Finance Director prior to commencement of activities at the Property pursuant to this Agreement. The insurance coverage evidenced by said certificated shall not be cancelled or materially altered or allowed to lapse until thirty(30) days written notice has been received by the Finance Director, and it shall be the Association's responsibility to see that each company providing this coverage understand and complies with the required notice. Such policies shall be primary and non-contributing with or in excess of any insurance carried by the City. The Association shall not do any act which may make void or voidable any such policy.

7.7 The Association shall either (i) require each of its subcontractors to procure and to maintain during the term of the subcontract public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the Sections 7.3, 7.4 and 7.5 or (ii) insure the activities of any subcontractor under its own insurance policy. The City shall obtain insurance for the buildings, structures, facilities and grounds and shall comply with the requirements of all policies of public liability, fire and other types of insurance at any time in force with respect to the buildings, structures, facilities, grounds and other improvements on the Property, which the City shall obtain as to said Property.

8.0

INDEPENDENT CONTRACTOR

The parties agree that the Association is an independent contractor, and, as such, the Association is neither a partner, agent, employee, nor principal of the City, nor is the Association a joint venture with the City

9.0

INDEMNITY AND HOLD HARMLESS

The Association hereby covenants and agrees to indemnify and save and hold harmless the City its council members, officials, officer, agents and employees (the "City Parties") from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) ("Claims") suffered or incurred by or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage arising in any way from the negligent actions or omissions or willful misconduct of the Association, its agents, employees, officers, directors, volunteers, and subcontractors (the "Association Parties"), except to the extent that such Claims arise from the sole negligence of the City Parties. The Association does further hereby agree to release and hold harmless the City Parties from any injury (including death resulting therefrom), loss, claim or damage sustained by the Association Parties caused by or arising out of a condition of the Property, without regard to negligence. The language of this indemnification clause shall survive the termination of this Agreement. Nothing state herein shall be deemed to waive any defense of the City, including sovereign immunity to any such Claim.

10.0 RECORDS REPORTS AND AUDITS

- 10.1 The Association shall maintain accounts and records, including but not limited to an inventory of its personal property and reasonable and customary financial records adequate to identify and account for all fees and costs pertaining to this Agreement and such other records as may be requested by the City to assure proper accounting for all funds, both public and private. Said records must be maintained for at least three (3) years after termination of this Agreement unless written permission to dispose of them earlier is granted by the City.
- 10.2 The Association shall submit reports to the City no later than fifteen (15) days after the end of each calendar quarter, which shall at a minimum contain the following information regarding programming, fundraising events and third-party rentals conducted during the previous three (3) months:
- (a) the date and description of each programming, fundraising or third-party rental event;
 - (b) the number of participants in each programming event
 - (c) the name and addresses when provided by participant in programming or event; if specifically requested by the City
 - (d) the name and address of the third-party renting any part of the Property
 - (e) the amount of fees collected for each programming, fundraising or third-party rental event
- 10.3 The Association's records, accounts and bookkeeping shall be reviewed at least annually by a duly licensed and qualified Certified Public Accountant (CPA).
- 10.4 The City shall at all reasonable times have access to the books and records of the Association pertaining to this Agreement.

11.0 OWNERSHIP AND REVERSION RIGHTS.

- 11.1 The parties acknowledge and agree that the Association has transferred by quitclaim deed and bill of sale to the City all of its right, title and interest in the buildings and fixtures situated at the Property pursuant to Section 2.1 of the Operating Agreement between the City of Johns Creek, Georgia and the Autrey Mill Nature Preserve Association, Inc. dated March 8, 2010.
- 11.2 The parties acknowledge and agree that the deed and bill of sale contains the following provisions:
- (a) As to the Green's Store, the Delco-Remy Building , the Warsaw Church, the Tenant House, and the Summerour House, (collectively, the "Protected Structures"), the City shall not, without the written consent of the Association, materially modify or alter the historic architecture and character of the Protected Structures except to the extent necessary to protect the public health, safety and welfare.
 - (b) If prior to March 8, 2025 this Operating Agreement expires, is terminated or not renewed for any reason or the City causes an unpermitted modification or alteration of a Protected Structure, the Association may, within ninety (90) days thereafter, exercise a right of reversion (the "Reversion Right") by giving written notice to the City, at which time ownership of the Protected Structure will automatically

revert to the Association.

11.3 The parties agree that the Association no longer wishes to maintain the Reversion Right,

11.4 The parties agree that the Association shall not remove any of the Protected Structures.

12.0 NOTICES AND CONTACT OFFICERS

12.1 Unless otherwise provided herein all notices which are required to be given hereunder shall be in writing and delivered by either (a) United States registered or certified mail, or (b) an overnight commercial package courier/delivery service with a follow-up letter sent by United States mail, or (c) email; and such notices shall be sent postage prepaid, addressed to the parties hereto at their respective addresses set forth below. If any such notices are refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed received on the date the notice-receipt is returned stating that the same was refused or is undeliverable at such address.

If to the Association:

Autrey Mill Nature Preserve Association, Inc. Attention: President
9770 Autrey Mill Road
Johns Creek, Georgia 30022-7168

If to the City:

City of Johns Creek
Attention: City Manager
11360 Lakefield Drive
Johns Creek, Georgia 30097

12.2 The City Point of Contact for the Association in conjunction with this Agreement shall be the City's Recreation and Parks Director and the Association Point of Contact for the City in conjunction with the Agreement shall be the Association Director. Should the title or individual assigned to such position change, each party agrees to give notice to the other party of the new title of such position or name of the individual assigned to such position.

13.0 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

The Association is subject to the requirements of the Georgia Security and Immigration Compliance Act. Accordingly, the requirements of O.C.G.A. §13-10-91 and Georgia Department of Labor Rules 300-10-1-02 are conditions of this Agreement. Compliance with these requirements shall be attested by the Association's execution of the Contractor Affidavit if attached hereto as Addendum A, which shall become a part of this Agreement. In the event the Association employs or contracts with any subcontractor(s) in connection with the performance of the work permitted in this Agreement, the Association shall secure from such subcontractor(s) attestation of the subcontractor's execution of the Subcontractor Affidavit attached hereto as Addendum B, which shall also become a part of this Agreement and also a part of the agreement between the Association and subcontractor. The Association shall maintain records of such attestation for inspection by the City at any time. The Association shall be required to provide copies to the City upon request. Failure to comply with these rules will result in the termination of this Agreement, where it is subsequently determined that there has been a violation of any provision of the Georgia Security and Immigration Compliance Act or implementing rules and regulations.

14.0 ASSIGNMENT OF AGREEMENT

The Association shall not assign this Agreement or any part thereof without the prior written consent of the City.

15.0 MERGER AND MODIFICATIONS TO AGREEMENT

This Agreement constitutes the entire arrangement between the City and the Association, superseding all prior agreements or with standings relating to any of the subject matters hereof; and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the City and the Association's duly authorized representatives.

16.0 HEADINGS

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

17.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

18.0 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, this Agreement will be considered divisible and inoperative as to such provision to the extent that such provision is unenforceable, with this Agreement to remain in full force and effect in all other respects. If any provision of this Agreement, although unenforceable as written, may be made enforceable by limitation thereof, then such provision will be enforceable to the maximum extent permitted by applicable law.

19.0 EXPENSES

Except as expressly provided herein, all of the expenses of the Association (including applicable income and other tax results and attorneys' fees) in connection with the preparation, execution and consummation of this Agreement, add with the transactions contemplated herein, shall be paid by the Association; and all of the City's expenses in such connection shall be paid by the City.

20.0 PRESUMPTIONS AND INTERPRETATION

The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that all parties and/or their respective attorneys and agents have fully participated in preparation of all provisions of this Agreement.

21.0 SURVIVAL OF CERTAIN PROVISIONS

The obligations and rights created in Sections 11.0 of this Agreement shall survive and remain in effect beyond the term of this Agreement. Further, the obligations and rights provided in Section 1.0 of this Agreement shall survive the term of this Agreement as provided therein.

22.0 NO WAIVER

Except as otherwise provided herein, no failure or delay by any party hereto in exercising any right, power, remedy or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, remedy, power or privilege.

23.0 GOVERNINGLAW

The parties further agree that all matters pertaining to the validity, construction, interpretation, or effect of this Agreement shall be governed by the Laws of the State of Georgia.

24.0 VENUE AND JURISDICTION

Any legal actions instituted by a party hereto shall be brought in the state court(s) located in Fulton County, Georgia and the parties consent to the venue therein, and the jurisdiction of those courts over the parties and subject matter and waive any defenses with respect to venue and jurisdiction.

IN WITNESS WHEREOF, the parties have set their hands and seals.

AUTREY MILL NATURE PRESERVE
ASSOCIATION, INC.

CITY OF JOHNS CREEK, GEORGIA

MAYOR, JOHN BRADBERRY

ADDENDUM A

CONTRACTOR'S AFFIDAVIT

**GEORGIA SECURITY AND IMMIGRATION
COMPLIANCE ACT AUTREY MILL FACILITIES USE
AGREEMENT**

1. Contractor verifies that Contractor has complied with the Georgia Security and Immigration Compliance Act by registering at and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01 et seq.

2. Contractor warrants that if it contracts with any subcontractor(s) to physically perform services in connection with the Autrey Mill Facilities Use Agreement, the Contractor will secure from such subcontractor(s) similar verification of compliance with the Georgia Security and Immigration Compliance Act and rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01

Date: _____

Authorized Agent

E-Verify No: _____

Address: _____

Sworn to and subscribed before me on
this ___ day of _____ 2025.

NOTARY PUBLIC

My commission expires: _____

ADDENDUM B

**SUBCONTRACTOR'S AFFIDAVIT
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AUTREY MILL
FACILITIES USE AGREEMENT**

1. The subcontractor states that it is engaged in the performance of physical services under a subcontract with Autrey Mill Nature Preserve Association, Inc., which has contracted to perform the Autrey Mill Facilities Use Agreement.
2. The subcontractor verifies that the subcontractor has complied with the Georgia Security and Immigration Compliance Act by registering at <https://www.everify.gov> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-01-1-01 et seq.

By: _____

Date: _____

Authorized Agent

E-VerifyNo: _____

Address: _____

Sworn to and subscribed before me on
this ___ day of _____ 2025.

NOTARY PUBLIC

My commission expires: _____

Addendum C
Maintenance Checklist

AUTREY MILL MAINTENANCE CHECKLIST

Daily/Weekly Maintenance

	Maintenance Task	Assessment	Comments
1.	Empty all trash cans that are at least half full. Blow off trail.		
2.	Remove loose trash from other walking areas/parking lot.		
3.	Clean bathrooms.		
4.	Blow all porches/sidewalks, gazebos, smoke house		
5.	Please check historical village area for nuisance pests to include ant/wasp nests. During summer months- please check yellow jacket traps		
6.	Maintain landscaping on embankment along drive , in front of or around buildings, and flower beds.		
7.	Wipe down toilet, sink, and sweep floor in the staff bathroom located in the Visitor Center once a week and provide toilet paper, soap, and paper towels. (Tuesday Only)		
8.	Once per week- mowing and weed eat as needed		
9.	Once a week- Blow entry road, board walks and nature trails		
10.	Fix as necessary all fences including goat pen. (Except white picket fence in front of the Summerour House.)		
11.	Clean each of the four outbuildings. Cleaning to include sweep, dust, windows, and bathrooms.		

Name: _____

Date: _____

AUTREY MILL MAINTENANCE CHECKLIST

As Needed and Directed Maintenance

	Maintenance Task	Assessment	Comments
1.	Ensure bushes and plants are cut 2 feet back from buildings.		
2.	Repair and touch up any painted fences in village.		
3.	Check and repair fence gates.		
4.	Clean out rain gutters around door ways.		
5.	Check and repair railings on all buildings.		
6.	Touch up paint or repaint ramps and rails		
7.	Grease water spigot on property for ease of use.		
8.	Power wash or scrub benches and stage at amphitheater		
9.	Power wash all walkways, porches, ramps, and crawl space covers		
10.	Early spring prune Azaleas and treat with organic insecticide		
11.	Inspect all buildings for paint or repair needs		
12.	Review DIY and Eagle Scout requests, perform initial review, and conduct final walk through on each project.		

AUTREY MILL MAINTENANCE CHECKLIST

Biannually Maintenance

	Maintenance Task	Assessment	Comments
1.	Refresh mulch in Heritage Village mulched areas, landscape islands, & embankments.		
2.	Clear drainage holes in boardwalks		
3.	Check smoke detectors		
4.	Blow leaves off roofs		
5.	Cut back limbs over buildings		
6.	Deep clean carpets (Scheduled at least one month in advance.)		

AGENDA REPORT

To: Honorable Mayor and City Council

From: Harpreet Hora, Finance Director

Agenda: November 17, 2025 - Work Session

Item: **FY2025 Budget Amendment #9**

Item Summary

The ninth Budget Amendment for FY2025, if approved, will increase the E911 supplement from the General Fund to the E911 Fund in the amount of \$100,401 to cover the difference in revenue contributions and projected expenditures based on the Adopted FY2026 ChatComm Budget.

Background

The City's Fiscal Year runs from October 1 through September 30. The FY2025 Budget was adopted on September 9, 2024. Following the City's Budget Policy, budget amendments are considered as changes arise to maintain the accuracy of the budget. The city amends the budget at least three times during the year: first, to rollover encumbrances from the prior fiscal year; second, a mid-year amendment to capture activity since the initial amendment, and third, to close out the year and prepare for the audit process. Additional amendments may be requested to accommodate time-sensitive, critical expenditures necessary for operations.

The FY2025 Budget was first amended on February 2, 2025, to provide additional funding for expenditures related to bridge repair and the new Fire Station #63/Police Substation projects within the Infrastructure Maintenance Accrual Fund. The second amendment was approved on March 24, 2025, to recognize revenue from a developer contribution to assist with the construction of the Johns Creek Parkway Corridor Improvements. A third amendment was approved on April 28, 2025 to accept funding from the Georgia Department of Transportation (GDOT), and Fulton County, and to allocate funding from TSPLOST II to assist with the construction of the Buice Road Bridge Replacement project. A fourth amendment was approved on May 19, 2025, to accept federal and state funds to engineer the Old Alabama Road Bridge Replacements over Johns Creek and a Tributary to the Chattahoochee River project. A fifth amendment was approved on June 9th, 2025, to accept and allocate funding for the North Fulton County Comprehensive Transportation Plan (NFCTP). A sixth amendment was approved on July 14, 2025, to close out capital projects originally appropriated in FY2024 and prior, returning unspent funds to their respective fund balances. A seventh amendment was approved on July 28, 2025 to recognize revenue from a developer contribution for a left turn lane and supplemental ARC/GDOT grant funds for costs associated with additional clearing, grading, dirt removal and wall construction on the Abbotts Bridge Road TSPLOST II project, and to recognize revenue from a developer contribution for construction of a path as part of the Medlock and State Bridge TSPLOST I project. An eighth amendment was approved on September 22, 2025, to recognize LMIG Safety Action Plan

(SAP) grant funds from the Georgia Department of Transportation and to establish the Town Center East Johns Crossing Crosswalk project (PW2554) to construct a new crosswalk in Town Center across East Johns Crossing.

FY2025 – Budget Amendment #9

The Adopted FY2026 ChatComm Budget (July 1 2025 to June 30, 2026) included an increase across all participating jurisdictions. Johns Creek’s increase is \$405,275. The increase results from updated call volume data, task order pricing, jurisdictional service utilization, and continued investment in Next Generation 911 technologies, end-of-life system replacements, and labor and equipment inflationary impacts. Because Johns Creek’s fiscal year differs from ChatComm’s, the increase spans two fiscal years: FY2025 (July 2025-September 2025) and FY2026 (October 2025-June 2026). The City’s FY2025 revenue (\$2,032,000) plus budgeted supplement (\$455,759) does not cover the allocated expenses. Therefore, an increase in the supplement from General Fund to the E911 Fund (Fund 215) is necessary in the amount of \$100,401.

Financial Impact

The fiscal impact of the proposed FY2025 Budget Amendment is an increase in the E911 supplement from the General Fund to the E911 Fund (Fund 215) by \$100,401, from \$455,759 to \$556,160. The total revised FY2025 E911 Fund Budget will increase from \$2,487,759 to \$2,588,160.

Next Steps

Adopting this Budget Amendment helps to maintain the accuracy of the FY2025 Budget.

Attachment

1. FY2025 Budget Amendment Ordinance #9

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2025 BUDGET
FOR THE CITY OF JOHNS CREEK, GEORGIA, ADOPTING REVENUES AND APPROPRIATING
EXPENDITURES**

WHEREAS, a Fiscal Year 2025 Budget for each of the funds of the City was adopted by the Mayor and City Council at the council meeting on September 9, 2024; and

WHEREAS, the FY2025 Budget was first amended on February 2, 2025 to provide additional funding for expenditures related to bridge repair and the new Fire Station #63/Police Substation projects, and amended a second time on March 24, 2025 to recognize revenue from a developer contribution to assist with the construction of the Johns Creek Parkway Corridor Improvements, amended a third time on April 28, 2025 to accept and allocate funding to assist with the construction of the Buice Road Bridge Replacement project, amended a fourth time on May 19, 2025 to accept federal and state funds to engineer the Old Alabama Road Bridge Replacements over Johns Creek and a Tributary to the Chattahoochee River project, amended a fifth time on June 9, 2025 to accept and allocate funding for the North Fulton County Comprehensive Transportation Plan (NFCTP), amended a sixth time on July 14, 2025 to close out capital projects originally appropriated in FY2024 and prior, returning unspent funds to their respective fund balances, amended a seventh time on July 28, 2025 to recognize revenue from a developer contribution for a left turn lane and supplemental ARC/GDOT grant funds for costs associated with additional clearing, grading, dirt removal and wall construction on the Abbotts Bridge Road TSPLOST II project, and to recognize revenue from a developer contribution for construction of a path as part of the Medlock and State Bridge TSPLOST I project, and amended an eighth time on September 22, 2025 to recognize LMI Safety Action Plan (SAP) grant funds from the Georgia Department of Transportation and to establish the Town Center East Johns Crossing Crosswalk project; and

WHEREAS, subsequent to the adoption and amendment of the Fiscal Year 2025 Budget, additional 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 2025 Budget may be made by majority vote of the Mayor and Council at any Council Meeting.

NOW, THEREFORE BE IT ORDAINED that the Operating Budget, shown as “Exhibit A – Budget Amendment #9” attached hereto and by this reference made a part of this Ordinance to increase the E911 subsidy from the General Fund to the E911 Fund, shall be the City of Johns Creek’s Revised Fiscal Year 2025 Operating Budget; and

BE IT FURTHER ORDAINED that this Budget be and is hereby approved and that the anticipated

revenues presented for each fund are adopted in the amounts shown and that the amounts shown for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; 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 X day of X 2025.

Approved:

John Bradberry, Mayor

Attest:

Allison Tarpley, City Clerk

(SEAL)

Approved as to Form:

Angela C. Couch, City Attorney

EXHIBIT “A – Budget Amendment #9”

General Fund (Fund 100)

Revenues and Transfers In				
Org-Obj	Description	Current	Proposed	Revised
1003XXX	Total Revenues and Transfers In	\$79,971,841	\$0	\$79,971,841

Expenditures and Transfers Out				
Org-Obj	Department	Current	Proposed	Revised
1001330	City Clerk	\$527,495	0	\$527,495
1001310	City Council	\$302,012	0	\$302,012
1001320	City Manager	\$2,005,515	0	\$2,005,515
1001570	Communications	\$900,682	0	\$900,682
1007410	Community Development	\$3,031,190	0	\$3,031,190
1002650	Court	\$1,041,542	0	\$1,041,542
1001565	Facilities	\$907,705	0	\$907,705
1001565	Transfer Out (To City Hall Debt Service)	\$2,044,784	0	\$2,044,784
1001511	Finance	\$1,952,694	0	\$1,952,694
1003510	Fire	\$15,939,845	0	\$15,939,845
1001540	Human Resources	\$1,478,751	0	\$1,478,751
1001535	IT/GIS	\$2,800,685	0	\$2,800,685
1001530	Legal	\$450,000	0	\$450,000
1003210	Police	\$17,640,597	0	\$17,640,597
1004110	Public Works	\$7,233,036	0	\$7,233,036
1004110	Transfer Out (To Debt Service)	\$273,717	0	\$273,717
1006110	Recreation and Parks	\$4,720,332	0	\$4,720,332
3010000	Transfer Out to Capital Projects Fund	\$8,557,000	0	\$8,557,000
3020000	Transfer Out to Infrastructure Maint Accr	\$3,328,730	0	\$3,328,730
3030000	Transfer Out to Equipment Accrual	\$1,570,846	0	\$1,570,846
3500000	Transfer Out to Vehicle Repl Accrual	\$2,164,664	0	\$2,164,664
	Transfer Out to General Fund – Unassigned	\$917,977	0	\$917,977
	Transfer Out to Other Funds	\$455,759	\$100,401	\$556,160
	Total Expenditures and Transfers Out	\$79,971,841	0	\$79,971,841

Capital Projects Fund (Fund 301)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$14,227,000	0	\$14,227,000

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$14,277,000	0	\$14,227,000

Infrastructure Maintenance Accrual Fund (Fund 302)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$3,328,730	0	\$3,328,730

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$8,515,198	0	\$8,515,198

Equipment Accrual Fund (Fund 303)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$1,570,846	0	\$1,570,846

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$1,348,045	0	\$1,348,045

Vehicle Accrual Fund (Fund 350)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$2,164,664	0	\$2,164,664

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$1,022,000	0	\$1,022,000

Seized/Forfeited Asset Fund (Fund 210)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$177,490	0	\$177,490

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$177,490	0	\$177,490

State Confiscated Fund (Fund 211)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$10,000	0	\$10,000

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$10,000	0	\$10,000

E911 Fund (Fund 215)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$2,487,759	\$100,401	\$2,588,160

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$2,487,759	\$100,401	\$2,588,160

LMIG Fund (Fund 250)

Revenues and Transfers In - 250000-331150 (LMIG SAP Grant)				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$925,982	0	\$925,982

Expenditures and Transfers Out (PW2554)				
	Description	Current	Proposed	Revised
	Total Expenditures	\$925,982	0	\$925,982

Hotel/Motel Fund (Fund 275)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$863,391	0	\$863,391

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$863,391	0	\$863,391

Tree Replacement Fund (Fund 285)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$20,000	0	\$20,000

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$20,000	0	\$20,000

Stormwater Utility Fund (Fund 560)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$3,800,000	0	\$3,800,000

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$3,800,000	0	\$3,800,000

TSPLOST I Fund (Fund 335)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$23,000\$0	0	\$23,000

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$23,000	0	\$23,000

TSPLOST II Fund (Fund 336)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$18,837,923	0	\$18,837,923

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$18,837,923	0	\$18,837,923

Debt Service Fund (Fund 400)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$2,318,501	0	\$2,318,501

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$2,318,501	0	\$2,318,501

Parks Bond Debt Service Fund (Fund 410)

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$2,237,420	0	\$2,237,420

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$2,237,420	0	\$2,237,420