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Dunwoody, Georgia 30338
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To: Mayor and City Council
From: Brent Walker, Parks and Recreation Director
Date: October 25, 2021
Subject: Athletic Association Manual Fee Adjustment

ITEM DESCRIPTION

City Council adopted an Athletic Association Manual at the November 9, 2020 City Council meeting. The manual provides for a tiered pricing structure for rental of the Dunwoody parks athletic fields. Over the past year the City has collected over \$118,000 through these rental fees to help offset the maintenance costs of the athletic fields and to provide funding towards the eventual replacement of the artificial turf. At the current rate the majority of maintenance cost has been covered but there is a slight deficit between the revenues generated and operational costs. Therefore, staff feel it is prudent to raise the hourly rate of \$15 per hour for our athletic partners to \$20 per hour to cover for the operational costs and turf replacement of the fields. In addition to the hourly rate increase, a \$5 per hour increase has been added in each facility usage agreement for any fund raising tournaments for a total of \$25 per hour for those types of activities. A copy of the Athletic Association Manual and Appendix is attached to this memorandum.

RECOMMENDATION

Staff respectfully requests that Council approve the updated fee structure in the Athletic Association Manual and Appendix



Athletic Association Manual

Policies and Procedures

Updated: October 2021

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Contact Information

City of Dunwoody Parks and Recreation Department

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I. Athletic Association Requirements

This document serves as the Athletic Association Policy and Procedures Manual for The City of Dunwoody Parks and Recreation. This manual shall apply to all athletic associations (AA) and contains requirements that all AAs must fulfill in order to conduct its program in a City owned park or facility.

This Manual will outline the basic structure of the City of Dunwoody's requirements for the AA to operate within the City to ensure all programs are operated in accordance with the City standards. In order to qualify to operate on City property, each AA must adhere to minimum requirements. These requirements are necessary to insure the protection of all AA members. Violation of any requirements shall constitute cause for revocation of the facility. In addition, situations may arise requiring the City to be involved in issues related to AA operations. In these instances, the AA is required to cooperate with the City to resolve issues not specially covered by this Manual.

1. Nonprofit Organization Status

The AA will incorporate and register with the Georgia Secretary of State's Office as a not-for-profit corporation. Proof of not-for-profit status must be submitted annually to the City by April 1st of each year.

2. Liability Insurance Coverage

- a. AA shall at all times exonerate, indemnify, and hold harmless the CITY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property (i) caused by, or (ii) sustained on the Space in connection with the performance of this Agreement or any extension or renewal thereof or conditions created thereby and shall assume and pay for, without cost to the CITY, the defense of any and all claims, litigation and actions, suffered through any act or omission of the AA, or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the space.
- b. Except as otherwise consented to in writing by CITY, AA shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.
- c. Except as otherwise consented to in writing by CITY, AA shall furnish to the CITY within thirty (30) days after execution of this agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to CITY covering:
 - i. The location and the operations to which the insurance applies
 - ii. The expiration date of policies
 - iii. An agreement that the policies certified will not be changed or canceled

without thirty (30) days prior notices to CITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, AA shall deliver to the CITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to CITY evidencing the required insurance coverage.

- d. Except as otherwise consented to in writing by CITY, AA shall insure that any organizations participating in any sporting event with AA at the Facility shall maintain in force comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$300,000.00 with respect to each accident or occurrence, and in the sum of \$1,000,000.00 for injury or damage to property, and CITY shall be named as an additional insured under such policy or policies of insurance.

3. Bylaws

A copy of the AA bylaws must be submitted to the City each year and within five days after any amendments or changes prior to use of any City facilities. The AA should review and approve their bylaws a minimum of every two years.

4. Financial Reports

The Official Code of Georgia Annotated requires that all corporate minutes and books of account be held open for inspection by any member of the AA at any reasonable time. The AA shall assume the financial responsibility for the recreation program it operates. The City of Dunwoody recommends that each AA be bonded and that annual internal audits are performed on all accounts. The AA must provide financial statements to the CITY as defined in their facility usage agreement.

Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.

5. City of Dunwoody Meeting Requirements

Each year, the City will host a meeting that the AA is required to attend. The purpose of the meeting is to increase communication between both parties and improve operations.

- a. The meeting will be held yearly (usually in December)
- b. AA President attendance is required or at least one representative
- c. This requirement must be met in order for the AA to have use of City facilities for the next year.

- d. All AA season forms are due at this meeting (Insurance, non-profit paperwork/renewal, field requests for the year, AA information form) (Appendix page 6).

6. Non-Discrimination Requirement

The AA must ensure that no persons be denied participation in any program based on race, color, creed, religion, sex, national origin, age, disability, genetic information, pregnancy, childbirth, or other legally protected category or classification with the exception that children may be grouped by age on teams to ensure safety of the participants. The AA must be in compliance with the Americans with Disabilities Act.

7. Facility Use Agreement

The AA must obtain a Facility Use Agreement from the City a minimum thirty (30) days prior to the first scheduled practice of each year. This permit is to be obtained from the City on behalf of the AA by the President. This permit, issued annually per sport, specifically identifies facilities to be used by the AA and the terms and conditions of said use. Adherence to all requirements outlined in this Manual for an AA operating in a Park is a condition of the Facility Use Agreement. Failure to adhere to the Policies and Procedures may result in suspension or revocation of the Facility Use Agreement.

The sole purpose of Facility Use Agreement is for the use of sports fields and adjacent spectator areas. This does not include public park areas such as, but not limited to walking trails, paths, sidewalks, parking lots, playgrounds, and pavilions which must remain open for active/ passive park users. Passive and open may not be reserved for organized practice or play. Use of the walking trails for purposes other than running or walking is strictly prohibited. The AA is responsible for ensuring that walking tracks and trails adjacent to sports fields are clear of spectators during AA activities. The AA may be liable for any incidents related to unauthorized use.

The AA may not sublet Park facilities to another organization or permit any separate organization to use a Park under the AA name, except as defined in their Facility Usage Agreement for fundraising initiatives.

The AA may collect a fee for managing tournaments with organizations associated with the AA in addition to the terms defined in their Facility Usage Agreement for fund raising initiatives. The associated organization will have to pay the rental fee for those tournaments to the City at the Category 2 outside tournament/organization rate noted and may not host any tournaments for any other sport other than what the AA offers. Violation of these rules will require the forfeiture of any money made as a result of the use of the Park and may result in the revocation of the Facility Use Agreement.

8. Cancellations

The City of Dunwoody reserves the right to cancel any scheduled activity on City property when it determines that such use could potentially cause unsafe conditions for the AA, spectators, general public and/or damage to the facility or grounds. Furthermore, the City maintains the authority to close a facility at any time it deems it to be in the best interest of

the public.

9. SAVE Affidavit

Pursuant to O.C.G.A. § 50-36-1(e), City contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:

- a. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
- b. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:
 - a. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
 - b. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title [8 U.S.C.](#), 18 years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.
- c. See Appendix Page 8

II. Facility Use/Operations

1. Role of the City

The role of the City is to facilitate agreements and permits with organizations desiring to use City athletic fields and facilities to implement various youth athletic programs, activities and events; and to ensure that recreational assets of the City of Dunwoody are utilized effectively to allow maximum participation and citizen access. In addition the City will:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting sports Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities, tournaments and special events.
- b. The Association and City agree to terms for the use of the Facilities for such other activities, such use or uses shall be governed by separate agreement or agreements. The City will maintain the facility scheduling for these activities and collect all fees for the activities.
- c. For parking information, please reference your Field Usage Agreement.
- d. Provide fields at the beginning of the Association's operating season, field lights, field electrical outlets, watering systems, park buildings and structures as needed.

- e. Clean restrooms not less than one (1) time daily.
- f. Provide general, standard and customary maintenance of the Facilities, as defined in your Field Usage Agreement
- g. Provide for the Association's use of the building (hereinafter "Field House") on the Facilities property for use in conjunction with provision of its programs under this Agreement, including use of said building for purposes of concessions during the times the Association uses the Facilities for games and practices in accordance with the provisions of this Agreement.

2. AA Responsibilities

- a. Provide a sports program in accordance with all guidelines set forth by the City. The Association agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property. (Reference Appendix Page 7)
- b. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. Maintain the playing fields based on the Field Usage Agreement
- d. It is the responsibility of the Association to ensure that all facility rules are followed, failure to do so shall constitute a material breach of this Agreement.
- e. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- f. The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.

- g. If the Association chooses to use the portion of the Field House designated for concessions, the Association shall provide its own food and clean-up the area after each use to replicate its appearance prior to each use. The Association must obtain all required health certificates to serve said food and shall be responsible in accordance with subsection (d) above for any liability as a result of providing these concessions. No alcohol may be sold and/or served at any game, function or event on the Property and no alcohol may be possessed by anyone during the times the Association uses said Facilities.
- h. The Association shall maintain a schedule of all functions at the facility and shall submit a report of all recorded functions of the previous year to the City each January to include date, use and number of participants.
- i. The Association may not charge individual gate fees to Dunwoody residents for practices, games, meetings, clinics and demonstrations. You must charge the gate fee as part of your tournament fees. No money should be collected at the gate for tournaments, except as defined in their Facility Usage Agreement for fundraising initiatives.
- j. The Association must provide a succession plan for its organization and annually report to the City its current board members and term limits.
- k. The Association must provide the City with documentation and the schedule of all tournaments and must provide a facility attendant to be present through the entirety of the tournament to ensure that all facility rules and regulations are followed by the participants and spectators.

3. Field Scheduling

Proposed dates for use of City facilities must be submitted in writing a minimum of forty five days in advance to the City. Once submitted, the City will allocate field space as deemed in the best interest of the City residents. Final decisions regarding field schedules will be the decision of the City. The AA will be required to submit a letter providing accurate participation numbers for current or past seasons to assist in determining field space needs. Priority for field use will be given based on need and in accordance with the Field Use Agreement.

4. Games and Practice Schedules

The AA must make the scheduling of recreation teams their first priority when scheduling teams. Recreational Leagues should take precedence over Select/Travel Leagues. Unused field time will be scheduled by the City as deemed necessary.

All AA game schedules shall be submitted one week prior to the first schedule games. Any changes to facility scheduled time shall be submitted 48 hours in advance of rescheduled time.

5. Tournaments/Events

All tournaments should be approved by the City and rental fee paid directly to the city (See Appendix for rental rates)

The City reserves the right to impose an additional fee for use of the facility if it is determined the event is not directly linked to the normal operations of the AA of the park/facility whether during the allotted time or not. (The City reserves the right to prioritize tournament/event rentals based on their impact to the facility, fields, quality and size of the tournament, local economy, past history, etc.

All outside organizations not associated with an AA wishing to conduct a tournament/event in a park/facility MUST make their request directly to the City. Outside organizations are subject to a fee for the use of the facility and an attendant. The City reserves the right to change, alter or cancel the event based on weather conditions or unapproved changes to the structure of the event.

6. Camps/Clinics

The AA must submit a request in writing to the City for the use of a Park for any camps and clinics sponsored by the AA. The written request should be received by the City at least forty-five (45) days prior to requested dates of use. Failure to provide adequate request and notice of scheduled activities to the City could result in conflicts with City sponsored camps & clinics or scheduled park maintenance and rejection of a Facility Use Agreement.

7. Criminal Background Check Requirements

- a. AA shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all appropriate statues and regulations governing the services it furnishes and, when applicable, with the standards of its profession. AA acknowledges their responsibility to report child abuse under O.C.G.A 19-7-5 as may be amended in the future and they accept responsibility to adhere to it, including all paid employees and volunteers and that failure to do so shall constitute a material breach of their Agreement with the city.
- b. Provide program in accordance with all guidelines set forth by the City. The AA agrees that all of its members, whether paid or volunteer, must undergo a criminal background check prior to being allowed to participate in any activities on City Property.

Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable. See Appendix Page 7

8. Securing Equipment

The AA must secure all sport specific equipment safely for play during the season and must secure and lock all equipment between seasons. The City will not be responsible for the safety of the equipment, or any theft or damage to the equipment while being stored or left on the fields. No equipment should be secured/locked to a fence/facility.

The AA must clean and organize the store of their materials at the conclusion of each season. Storage of materials in or around the HVAC, electrical rooms and plumbing chases is

prohibited.

9. Security

A designated AA member must make sure the permitted area is secure before leaving the park. All buildings must be closed and locked. All gates must be closed.

III. Fees and Charges

1. Facility Use Fees/Credits

The fee for use of athletic fields is determined by the Athletic Field Use Agreement. All AAs should pay 100% of expected field user fees prior to registration and the fees must be paid two weeks before the first practice/tryout of that season. The City will block out make up dates for inclement weather cancellations that can be used by the AA to reschedule games/practices as needed at no additional charge. Program credits will be considered for dates that the facility is closed by the City or inclement weather cancellations that cannot be rescheduled during the make-up block period. All other credits must be requested 7 days prior to the scheduled date or no credit will be applied and the AA group will be charged for their time as scheduled. (See Manual Appendix page 5 for fee schedule.)

2. Tournament Fees

Groups that request field space for tournaments outside of your organization will be required to rent the facility from the City and pay the fee to reserve the dates. The outside organization group is responsible for paying the rental fee to the City for the outside tournaments that they host. This will go through the City parks fee software. A field rental contract must be signed and rental fees collected before the permit is issued.

Any tournaments that occur as part of the Association's recreation programs, the fee will be assessed at the Category 2 recreation program rate for the tournament hours. Any fundraising tournaments hosted by an association will be assessed an hourly fee as defined in their facility usage agreement.

3. Fundraising

The AA must inform the City, in writing, of all fund raising activities that take place in the park. This information is used to verify the validity of fund-raising activity to the public.

4. Park Admission Fees

The AA is NOT permitted to charge admission fees or collect donations for admittance to the park during regular season games and/or practices. The AA may charge gate fees to tournament groups as part of their registration fee for the tournament. No fees will be collected during the rental times

5. Commercial Activity-Vendors

Commercial activity in a recreation facility is prohibited, unless prior approval is given by the City for the benefit of the AA. If the AA is approved for commercial activity, any contract with a commercial vendor shall be between the vendor and the AA. AA must require vendors to provide a comprehensive general liability insurance policy for a minimum limit of \$1,000,000 per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The Certificate of Insurance must list The City of Dunwoody as additional insured. The Certificate of Insurance must be forwarded to the City two (2) weeks prior to the vendor operating in the park for authorization and verification. Vendors must provide a proper business license.

6. Clean up Fees

If the City is required to do the cleanup after an event, then the AA will be charged a clean-up fee of at least \$250. If excessive cleanup or maintenance is required an additional fee will also be charged.

VI. Safety and Security

1. Vandalism and Accident/Injury

Vandalism must be reported to DPD immediately by calling 911. The AA is responsible for notifying the City of any vandalism, minor injury within 24 hours after the incident. The AA must report damage to the City facility or building and serious injury/incidents immediately. If damage is a result of the AAs negligence or failure to comply with accepted operational or security measures, the AA may be held responsible for reimbursing the City for all or part of the repair costs.

2. Park Rules and City Ordinances

The AA must abide by current City park rules and ordinances.

3. Procedures for Closing Fields or Parks

In the event of inclement weather, it may be necessary to require a specific field or park to be closed. The City has the right to close a field as it sees fit. These rules are designated to provide residents with safe playable surfaces. Failure to comply or abuse these procedures by the AA may result in the City revoking the use of the Facility Use Permit.



**Athletic Association
Policy and Procedures Manual
Appendix**

Updated: February 2021

Athletic Field Usage Policy

Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by The City of Dunwoody. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park/ facility.**

The City of Dunwoody reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be defined as natural or synthetic surfaces including, but not limited to grass, dirt, turf, concrete, asphalt etc. Athletic fields may be closed by the City due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. The City of Dunwoody reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of City residents.

Category 1 – The City of Dunwoody Parks and Recreation Programs

“The City of Dunwoody” shall include all of the following: activities and programs of the Parks and Recreation Department and events sponsored, co-sponsored or partnered with the Department.

Category 2 – Athletic Associations

An “AA Group” is defined as an athletic organization that has a Facility Usage Agreement with the city. DeKalb County School District - Dunwoody Cluster athletic programs

Category 3 – Local Civic, Faith Based and/or Private Educational Groups, Non-Profit, Individuals

“Local Civic, Faith Based and/or Private Educational Groups” shall include, but are not limited, to organizations such as the Rotary Club, private schools or home school groups located within the City boundaries.

“Non-Profit” is a legal entity organized and operated for a collective, public or social benefit, in contrast with an entity that operates as a business aiming to generate a profit for its owners.

“Individual” a person using the field for a private recreational use. i.e. birthday parties, skills training, lessons, practice or events of a similar nature.

Category 4 – Businesses, Other Contracted Organizations and Groups

Any business, organization, club, or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment to the city of the prescribed fee and the issuance of a Rental Agreement provided by the City. The Rental Agreement shall include ALL of the following:

- . The name of the organization reserving the athletic field.
- . The name, address and phone number of the individual making the application and contact person for the permit.
- . The specific athletic field(s) being reserved.
- . The date of issuance.
- . The date, time and duration of the permit.
- . The specific fee or fees charged and schedule of payment.
- . All conditions assigned to the permit over and above the requirements of this Policy.

Section 4 - Sales on Park Property

The City of Dunwoody reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of the City of Dunwoody. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by the City. Food concessions must be approved by the City and follow all City Codes and Ordinances.

Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the City Council, is attached hereto and incorporated herein as Exhibit “A”. The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the City Council.

Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

In the event the organization is an athletic association, the association shall comply with the most current version of the Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a City of Dunwoody program or function conflicts with an organization's use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all City Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.

Exhibit A

<u>User Group</u>	<u>Athletic Fields</u>
Category 1 City Programs	
Category 2 AA Groups, Dunwoody Cluster Schools	\$20/hour (Min of 2 hours/up to 11 hours) \$200/day Lights Included
Category 3 Civic, Faith Based, Private Schools, Non- Profit Groups, Individuals	\$100 per hour (Min of 2 hours/up to 6 hours) \$1,000/day Individuals: (\$100 per hour up to 3-hour max) Lights Included
Category 4 Businesses, Other Contracted Organizations, Groups	\$1,500 per Day \$850 per ½ Day (≤ 4 hours) No hourly rate for this category

Athletic Field Preparation

If a multipurpose field rental requires initial set-up painting/stripping, the AA is required to do this themselves with permission from the City Recreation Department. All paint products must be approved by the City prior to application

**City of Dunwoody
Parks and Recreation
AA Season Information**

Please answer the following questions as completely as possible.

This information will be provided to the general public. This information is due to the City at the Individual AA meeting held each year in December.

AA Name: _____

Contact Person: _____

Address: _____ City

/ State / Zip: _____

Phone: _____

Email: _____

Website: _____

Sport: _____

Season / Year: _____

Start & End Dates: _____

Age Groups: _____

Cost: _____

Registration Info: _____

(dates, times, location) _____

Additional Information: (attach additional sheets as necessary)

Please provide accurate participations numbers from the previous season/ year, the number of games played and the number of teams for each league. Please specify Boys, Girls, recreational teams, feeder, travel, academy, select teams, etc.

Background Check City of Dunwoody Parks & Recreation

My signature authorizes the above company to receive my criminal history and record information pertaining to me that may be on file at any state or local criminal jurisdiction in the State of Georgia.

Name: _____

DOB: _____

Race: _____

Sex: _____

Address: _____

Social: _____

Program Name: _____

Child program: Yes _____ No _____

Signature: _____ Date: _____

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Requester: Kate Borden

Brent Walker

Signature _____ Date: _____

No Record _____

Record _____

If yes, state charge and convictions:

**Affidavit Verifying Status
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit for:

1) _____ I am a United States citizen **(Must include copy of either Georgia Driver’s License, Passport, or Military ID)**

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver’s License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ **Date:** _____

Printed Name: _____

***Alien Registration number for non-citizens:** _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public: _____ My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:
