

THE SUPERIOR COURT FOR HENRY COUNTY

STATE OF GEORGIA

CITY OF STOCKBRIDGE,
Petitioner,

vs.

HAROLD YOUNG,
Respondent.

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Civil Action File

No. _____

**EX PARTE PETITION FOR TEMPORARY RESTRAINING ORDER,
MOTION TO FREEZE ASSETS, AND OTHER INJUNCTIVE RELIEF**

Comes now, the City of Stockbridge, Petitioner, by and through the undersigned counsel, and pursuant to O.C.G.A. §§ 9-11-65, 9-4-1, et seq., 13-6-11, and other applicable law, hereby petitions this Court for an *Ex Parte Temporary Restraining Order* and *Motion for Asset Freeze*, along with declaratory relief and attorney's fees. In support thereof, the City respectfully shows this Court the following:

PRELIMINARY STATEMENT

1. The City of Stockbridge brings this action against Respondent Harold Young, the former General Manager of the Stockbridge Amphitheater, a publicly owned and operated entertainment venue. Respondent was terminated from his position in mid-June. On or about August 8, 2025, the City Treasurer identified that Respondent, in contravention of City Code and City policy, opened and operated an unapproved bank account to transact City business, ***in excess of \$400,000 of taxpayer money***. This taxpayer money was budgeted for use during the 2025 concert series, a series that is still ongoing

as of the date of this filing. Without immediate *ex parte* intervention by this Court, Respondent's conduct will cause harm that cannot be adequately remedied by monetary damages alone, as Respondent may dispose of or transfer the funds in any of these accounts beyond the Court's reach, prior to any notice served upon him.

PARTIES, JURISDICTION, AND VENUE

2. The City of Stockbridge is a duly formed municipal corporation, located in Henry County, Georgia.
3. Harold Young, Respondent, is a citizen of the State of Georgia, and upon information and belief, he can be served with process at 178 Springfield Blvd., Macon, Georgia 31210 or 409 Old Mill Ct, Macon, GA 31210.
4. Jurisdiction in this Court is proper, pursuant to O.C.G.A. § 23-1-1, which stipulates that Superior Courts retain exclusive jurisdiction of complaints in equity.
5. Venue is proper in this Court per prior agreement of the parties, see attached and incorporated ***Exhibit A***.

FACTUAL ALLEGATIONS

6. Petitioner re-alleges and incorporates by reference all prior paragraphs.
7. Respondent is a former independent contractor with the City of Stockbridge; his primary responsibility was the management of the publicly owned entertainment venue "Stockbridge Amphitheater." ***Exhibit A***.
8. Respondent's contract with the City of Stockbridge was terminated by the City

Council on June 16, 2025 in a special called meeting, as evidenced by the attached and incorporated ***Exhibit B***. See page 3.

9. Upon completing a routine audit of City of Stockbridge financial information, the City Treasurer discovered multiple deposits made to a bank account held by “Harold J Young Stockbridge Amphitheater,” though Ameris Bank, account ending in 1358 (“Ameris Account”); one such example check and other records of deposit are attached and incorporated within ***Exhibit C***.
10. Per the City Code of the City of Stockbridge, only the Mayor, Chairperson of the Finance Committee, City Clerk, City Treasurer, or City Manager have the authority to open bank accounts on behalf of the City of Stockbridge. City of Stockbridge Code § 3.04.030, a true and correct copy is attached and incorporated hereto as ***Exhibit D***.¹
11. During his tenure as a consultant for the City of Stockbridge, Respondent was not the Mayor, Chairperson of the Finance Committee, City Clerk, City Treasurer, nor City Manager.
12. Upon information and belief, the Ameris Account, held by Respondent, received in excess of \$400,000 of City funds that were budgeted for the 2025 concert series.
13. In addition to the funds sent to the Ameris Account, Respondent was paid monthly, per his agreement with the City, in the amount of \$15,000; funds for

¹ The City of Stockbridge City Code § 3.04.030 is also available via the City website at: https://library.municode.com/ga/stockbridge/codes/code_of_ordinances?nodeId=TIT3FI_CH3.04GEPR_3.04.030B_AACCHSIPR (last accessed August 14, 2025).

these payments were sent to a Wells Fargo account, ending in 5929 (“Wells Fargo Account”), as evidenced by attached and incorporated ***Exhibit E***.²

14. As the General Manager for the Stockbridge Amphitheater, Respondent utilized the services of subcontractors, who were to be paid from the \$15,000 monthly amount.

15. In contravention of this Agreement, Respondent’s subcontractors additionally billed the City of Stockbridge, regularly in amounts exceeding \$5,000 monthly.

16. Upon information and belief, Respondent’s Wells Fargo Account is one through which he would regularly conduct business on behalf of the City of Stockbridge.

17. Upon information and belief, Respondent may own other bank accounts through which he regularly conducted business on behalf of the City of Stockbridge (“Other Accounts”). The number and location of such other accounts are not yet known to the Petitioner.

18. Upon information and belief, the majority of the funds in the Ameris Account is City taxpayer funds.

19. Without immediate *ex parte* intervention Respondent may dispose of or transfer the funds in any of these accounts beyond the Court’s reach, prior to any notice served upon him.

² While the exhibit indicates a routing number corresponding with a Wachovia account, Wachovia Bank N.A. was purchased by Wells Fargo in October 2008, see <https://www.wellsfargo.com/about/corporate/wachovia/> (last accessed August 13, 2025).

COUNT 1: REQUEST FOR EX PARTE TEMPORARY RESTRAINING ORDER AND INTERLOCUTORY

INJUNCTION

20. Petitioner re-alleges and incorporates by reference all prior paragraphs.

21. Petitioner, pursuant to O.C.G.A. § 9-11-65 and § 9-5-1, ask this court to grant a *Ex Parte Temporary Restraining Order* against the Respondent enjoining and restraining Respondent from using, transferring, transacting with, or otherwise disposing of the Ameris Account, Wells Fargo Account, or any Other Accounts, until such time as this matter is resolved.

22. Petitioner meets the requirements for a Temporary Restraining Order.

23. Although injunctive relief is to be granted “prudently and cautiously,” and “in clear and urgent cases” O.C.G.A. § 9-5-8, “[a] temporary restraining order may be granted without written or oral notice to the adverse party only if: (1) It clearly appears from specific facts shown by affidavit or by the verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or his attorney can be heard in opposition.” O.C.G.A. § 9-11-65(b).

24. Without immediate *ex parte* intervention by this Court, Respondent’s conduct will cause harm that cannot be adequately remedied by monetary damages alone, as Respondent may dispose of or transfer the funds in any of these accounts beyond the Court’s reach, prior to any notice served upon him.

25. The balance of equities favors the Petitioner and the issuance of the requested Temporary Restraining Order will preserve the status quo pending further hearings.
26. Petitioner has a substantial likelihood of prevailing on the merits of this action.
27. Respondent would only suffer minimal injury if enjoined.
28. The grant of a Temporary Restraining Order serves the public interest and by and through the residents of the City of Stockbridge.

COUNT 2: MOTION FOR ASSET FREEZE

29. Petitioner re-alleges and incorporates by reference all prior paragraphs.
30. Respondent's actions place certain assets at risk of concealment, transfer, or dissipation before this Court can render a final judgment.
31. Georgia courts have equitable power to enjoin disposition of property in order to protect the Court's ability to render meaningful relief.
32. An asset freeze is necessary and appropriate to preserve the Court's jurisdiction and secure satisfaction of any judgment.
33. This Court is empowered to immediately order the Respondent and any agents, representatives, or financial institutions with notice of the order to immediately freeze, preserve, and refrain from transferring or encumbering the Ameris Account in its entirety.

34. Further, this Court is empowered to immediately order the remainder of Respondent's assets, including the Wells Fargo Account, up to the amount of \$1,000, except for reasonable living expenses approved by the Court.

COUNT 3: DECLARATORY JUDGMENT

35. Petitioner re-alleges and incorporates by reference all prior paragraphs.

36. This claim is an action for declaratory judgment brought pursuant to the provisions of O.C.G.A. §§ 9-4-1 *et seq.*

37. An actual controversy exists between the parties in this case.

38. It is necessary and proper that the rights and status among the parties hereto be declared, including with respect to the parties' interest in the Ameris Account.

39. Petitioner is entitled to a judicial declaration that the Ameris Account was unlawfully opened, in violation of City of Stockbridge Code § 3.04.030.

COUNT 4: ATTORNEY'S FEES

40. Petitioner re-alleges and incorporates by reference all prior paragraphs.

41. Respondent has acted in bad faith, been stubbornly litigious, and/or caused Petitioner unnecessary trouble and expense.

42. Petitioner is entitled to recover the expenses of litigation, including reasonable attorney's fees.

WHEREFORE, Petitioner City of Stockbridge prays this Court:

- a) Immediately issue an ex-parte Temporary Restraining Order that immediately enjoins and restrains Respondent from using, transferring, transacting with, or otherwise disposing of the Ameris Account, or any Other Accounts, pending a hearing on Petitioner's application for interlocutory injunction;
- b) Immediately order the Respondent and any agents, representatives, or financial institutions with notice of the order to immediately freeze, preserve, and refrain from transferring or encumbering the Ameris Account in its entirety, and the remainder of Respondent's assets, including the Wells Fargo Account, up to the amount of \$1,000, except for reasonable living expenses approved by the Court;
- c) Enter a judicial declaration that the Ameris Account was unlawfully opened, in violation of City of Stockbridge Code § 3.04.030;
- d) Set a prompt hearing on Petitioner's request for an interlocutory injunction; and,
- e) Grant Petitioner costs of litigation, including reasonable attorney's fees, in an amount to be proven at trial; and
- f) Order such other and further relief as this Court deems just and proper.

[Signature on the following page]

Respectfully submitted this, 15th of August 2025.

WASHINGTON LEGAL GROUP, LLP

A handwritten signature in blue ink, appearing to read 'Q. Washington', enclosed within a rectangular box.

QUINTON G. WASHINGTON
CITY ATTORNEY, CITY OF STOCKBRIDGE
GEORGIA BAR No. 159067
MEGAN MCCULLOCH
GEORGIA BAR No. 689125

WASHINGTON LEGAL GROUP
260 PEACHTREE STREET, SW
SUITE 1600
ATLANTA, GEORGIA 30303
PHONE: (404) 437-6641
filings@wlgga.com
megan@wlgga.com

EXHIBIT A

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R23-1530

**A RESOLUTION TO EXTEND A CONSULTANT CONTRACT TO
HAROLD YOUNG**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City finds it necessary and desirable to have a consultant help the executive branch of the government and that the consultant shall have rights and duties as prescribed by the Council, City Manager, and Mayor.

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Consultant. City Council hereby approves the to create and fund a consultant position for Harold Young for the 2023 year. The contract is attached and incorporated by reference as Exhibit A. The contract's effective date is January 1, 2023.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

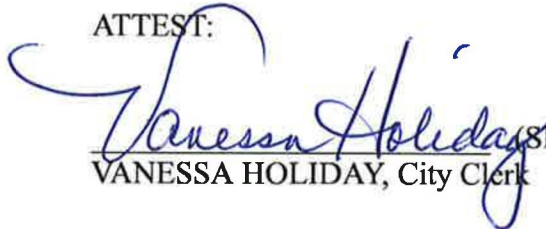
[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 9th day of January, 2023.



ANTHONY S. FORD, Mayor

ATTEST:



VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:



QUINTON WASHINGTON, City Attorney

**INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE
CITY OF STOCKBRIDGE AND HAROLD YOUNG**

This INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into this ____ day of January, 2023, between the City of Stockbridge, Georgia, ("City") and Harold J. Young ("Contractor"). City and Contractor are sometimes referred to herein as "Parties"). This agreement shall be effective on January 1, 2023.

WHEREAS, the City desires to engage the services of Contractor to perform consulting certain services for the City related to the City's amphitheater; and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Responsibilities.** The parties shall have the following responsibilities:
 - a. Contractor shall serve as a consultant for the City to perform the job responsibilities stated in Exhibit A hereto.
 - b. The City of Stockbridge will continue to have all oversight, control, and authority over the amphitheater, with precedence given to all city events. The City of Stockbridge will continue to handle all financial responsibilities for the events at the amphitheater, including, but not limited to, paying for event talent, costs, production, travel arrangements, marketing, and other such similar costs.
 - c. The City of Stockbridge shall receive reports on ticket sales, concession sales, sponsorships and any other partnerships on behalf of the amphitheater. Such reports shall be provided when requested by the City and shall be provided on a regular basis, no later than 20 days after an event.
 - d. Contractor shall provide the City with complete digital access to all sales platforms for tickets, beverages, concessions, and alcohol sales and any other sales platform requested by the City regarding the amphitheater.
2. **Compensation.** City shall pay Contractor as follows:
 - a. City shall pay Contractor a total of one hundred, eighty thousand dollars and no cents (\$180,000.00) per year, payable in two equal installments per month (\$15,000.00 total per month).
 - b. Revenue and Sponsorship for events at the City's amphitheater on which Contractor works shall be split as follows:
 - i. The City shall receive 100% of all proceeds from concession vendor rental sales.

- ii. Sponsorship commission shall be split with 5% of all sponsorship revenue paid to Contractor and 95% of such sponsorships paid to the City. Contractor shall receive such commission payments only during the term of this contract, regardless of whether the sponsorship continues beyond the length of this contract between Contractor and the City.
- iii. The City of Stockbridge shall receive 100% of the naming rights sponsorship revenue.

3. **Term and Termination.** This Agreement shall expire after one (1) year, though the Agreement can be renewed for one (1) additional period of one (1) year. This contract can be further renewed beyond the initial term and one year renewal period by the written consent of the Parties. The Agreement shall automatically terminate unless the City, in its sole discretion, notifies Contractor in writing at least thirty (30) days in advance that the City wants to renew the Agreement for an additional one-year period.

Either party may terminate this Agreement by providing written notice to the other party thirty (30) days prior to the date when such termination shall be effective. Such writing may be given by email or any other form of written communication.

The terms of Sections 4, 5, and 6 herein shall survive and apply for two (2) years from the termination or end of this Agreement.

4. **Confidential Information.** As used in this Agreement, "Confidential Information" is defined in O.C.G.A. § 13-8-51(3) and means data and information relating to the City's business, regardless of whether the data or information constitutes a Trade Secret as that term is defined by Georgia law, which data or information: (a) is disclosed to Contractor or of which Contractor becomes aware as a consequence of Contractor's relationship with the City; (b) has value to the City; (c) is not generally known to other cities, municipalities, or jurisdictions; and (d) which includes, but is not limited to, Trade Secrets, methods of operation, names of clients, price lists, financial information and projections, personnel data, and similar information. Provided, however, that Confidential Information shall not mean data or information: (a) which has been voluntarily disclosed to the public by the City, except where such public disclosure has been made by me without authorization from the City; (b) which has been independently developed and disclosed by others; or (c) which has otherwise entered the public domain through lawful means.

As used in this Agreement, the term "Trade Secrets," which is defined in O.C.G.A. § 10-1-761(4), shall also mean any Confidential Information described above without regard to form which: (i) is not commonly known by or available to the public; (ii) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (iii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Contractor agrees that such Confidential Information shall remain the property of the City, and, both during and after the term of my relationship with the City, without the prior written consent of the City: (a) Contractor will not, except for the exclusive benefit of the City, use or disclose or cause to be used or disclosed any Confidential Information for so long as it remains a Trade Secret of the City or otherwise Confidential Information; (b) Contractor will not take from any office of the City for my own use or the use of any third party any Confidential Information (unless necessary during Contractor's relationship with the City to conduct business on behalf of the City); and (c) without request upon termination of Contractor's relationship with the City, or at any time that the City may so request, Contractor will immediately deliver to the City all Confidential Information in my possession (and all copies of same).

5. **Non-Solicitation of City Employees.** During my relationship with the City and for a two (2) year period following the termination of this Agreement for any reason (the "Restricted Period"), Contractor agrees that Contractor will not, directly or indirectly, alone or as a partner, officer, director, member, employee or independent contractor of any company or business organization, recruit or solicit Employees of the City for any reason. For purposes of this Section 2, the term Employees shall be limited to those Employees with whom Contractor had any Material Contact, as defined in O.C.G.A. § 13-8-51(10).

Contractor further agrees that upon a violation of this covenant, the Restricted Period for this covenant will be extended by the number of days equal to the period of such violation.

6. **Proprietary Information & Inventions.** Contractor agrees that any and all business-related information and data originated by me while working with or for the City under this Agreement and, where applicable, by other contractors under my direction or supervision in connection with or as a result of this Agreement, shall be considered work made for hire for purposes of granting the City copyrights and all other rights of ownership and control, will be promptly disclosed to the City, shall become the City's property, and shall be kept confidential by Contractor. Any and all such information and data, reduced to written, graphic, or other tangible form and any and all copies and reproductions thereof shall be furnished to the City upon request and in any case shall be returned to the City upon termination of this Agreement.

7. **Return of Property.** Immediately upon request of the City and, in any event, at the time of the termination of this Agreement, Contractor will deliver to the City all of the City's property or records in Contractor's possession, custody or control, including, but not limited to, Confidential Information and Trade Secrets of the City, information technology hardware, software, electronic devices of any kind, cell phones, keys, entry or access badges, portable storage drives, notes, calendars, documents, drafts, papers, marketing materials, or any other documents or electronically stored information that is the property of the City.

8. **Injunctive Relief; Severability of Covenants.** Contractor understands that if Contractor breaches or threatens to breach any of the covenants set forth above, the City will be irreparably harmed, and will be entitled to obtain a

restraining order, preliminary and/or permanent injunction against Contractor, in addition to any damages or other remedies to which the City is entitled, without the necessity of posting bond. If any of the covenants set forth above is determined by a court of competent jurisdiction to be unenforceable, Contractor agrees that the court may, and hereby request that the court, revise the covenant or covenants to make them enforceable to the maximum extent permitted by law. Each of these covenants shall be construed as severable and independent agreements. Moreover, any claim by Contractor against the City shall not be a defense to any breach of the covenants set forth in this Agreement.

9. **No Violation of Prior Agreements.** Contractor hereby represents and warrants that the exercise of Contractor's duties as an independent contractor of the City, Contractor's execution of this Agreement, and Contractor's performance hereunder will not constitute a violation of any existing restrictive covenants or other agreements that Contractor has or had with any former employer, entity, or other third party.

10. **Disclosure to Third Parties.** Contractor agrees that Contractor will disclose the obligations contained in this Agreement to any third party that offers to retain or employ Contractor, and to any third party that in fact does retain or employ Contractor. Moreover, this will expressly authorize the City to disclose to any such third party the existence and terms of this Agreement should the Contractor fail to do so.

11. **Independent Contractor Status.** Contractor shall act as an independent contractor with respect to any and all of his obligations hereunder, and not as an employee of the City. Contractor acknowledges and agrees that as an independent contractor, Contractor shall not be eligible to participate in any benefit or workers' compensation programs offered by the City to its employees or officials.

12. **Taxes and Other Liabilities.** Contractor agrees to pay all taxes due on amounts paid to Contractor under this Agreement, and is solely responsible for timely remittance to appropriate authorities of all federal, state, and local taxes and charges incident to the payment of compensation for services, and to the operation of Contractor's business. The parties hereto agree that the City shall not be responsible for any taxes, assessments or other fees incurred by or on behalf of Contractor as an independent contractor, including but not limited to federal, state, and local withholding taxes for Contractor.

13. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its conflict of law provisions. The Contractor hereby submits irrevocably to personal jurisdiction in the State of Georgia for any action arising out of, related to, or in connection with my work for the City or this Agreement. Contractor agrees that the exclusive venue for the resolution of any dispute arising out of, related to, or in connection with my work for the City or this Agreement, except as provided below, shall be the state or federal courts with jurisdiction over Henry County, Georgia, and the parties waive any and all objections to proceeding in such venue.

14. **Entire Agreement.** This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. It may not be altered, modified or amended in any way except in writing signed by both the City and Contractor.

15. **Enforcement.** Any failure of either party on one or more occasions to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms and conditions of this Agreement, shall not constitute a waiver of such term or condition at any future time, and shall not prevent either party from insisting on the strict keeping and performance of such terms and conditions at a later time.

16. **Recovery of Attorneys' Fees.** If the City prevails in an action to enforce any provision of this Agreement, or relating to Contractor's breach of any provision of this Agreement, then, in addition to any other relief to which the City may be entitled, Contractor shall reimburse the City for the reasonable attorneys' fees and costs incurred by the City in connection with any such action.

17. **Miscellaneous.**

(a) The Contractor may not assign this Agreement, in whole or in part, without the prior written consent of the City.

(b) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(d) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. If any of the provisions of this Agreement shall be declared unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

SIGNATURES ON FOLLOWING PAGE

EXHIBIT A – Scope of Services/ Contractor Responsibilities

Contractor 's responsibilities and scope of services, shall include, but not be limited to, the following. Contractor shall also perform such other work as requested by the City.

1) **Venue Management**

Negotiate Outsourced Vendors including but not limited to:

- a) Security
- b) Maintenance (grass, smaller maintenance items, etc.)
- c) Janitorial Services
- d) Bar Services
- e) Concession Stands

2) **Booking Talent (including but not limited to):**

- a) Scheduling
- b) Negotiation of contracts
- c) Artist Rider
- d) Consistent communication with Agent, Manager, Production Manager, Sound Tech, Backline company, etc.
- e) Prepare Stockbridge Concert Series

3) **Fulfillment of Riders (including but not limited to):**

- a) Travel
- b) Hotel
- c) Ground Transportation
- d) Hospitality (Dressing Room requirements per rider)
- e) Caterer
- f) After concert requirements

4) **Budgeting for events (including but not limited to):**

- a) Scaling seats
- b) Artists Fees
- c) Event Production
 - 1. Sound/Lights
 - 2. Video
 - 3. Risers
 - 4. Day laborer
 - 5. Backline

5) **Promotions (including but not limited to):**

- a) Develop partnerships with radio stations
- b) Create radio spots/advertisements
- c) Market on larger print platforms (i.e. billboards)
- d) Marketing on Social Media (i.e. FACEBOOK, Instagram, WEBSITE)
- e) Ticket promotion

- f) Create a street team for flyers distribution
- g) Rebranding the amphitheater before the concert series starts
- h) Radio Station liners

6) **Production (DAY OF SHOW) (including but not limited to):**

- a) Produce & Direct Run of Show
- b) Coordinate sound checks
- c) Schedule meals
- d) Dressing room assignments
- e) Accommodating last minute requests

7) **Staff Management (including but not limited to):**

The costs for b-f below shall be paid through ticket sales for each event.

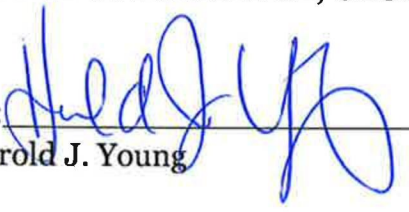
- a) Assistant to Lead Consultant (Consultant shall pay costs for Assistant)
- b) Operations Manager
- c) Box Office Manager
- d) Grounds Personnel
- e) Day staff/Ushers
- f) Volunteers

8) **Sponsorships/Naming Rights (including but not limited to):**

- a) Assemble and sell sponsorship packages
- b) Negotiate agreement with either V103 or Radio One or other entities or media outlets to help solicit sponsors
- c) Manage sponsor expectations

SIGNATURES ON FOLLOWING PAGE

By: 
Mayor Anthony Ford
CITY OF STOCKBRIDGE, GEORGIA

By: 
Harold J. Young

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT B



**CITY COUNCIL
SPECIAL CALLED MEETING
SUMMARY MINUTES
MONDAY, JUNE 16, 2025
4:00 P.M.**

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem LaKeisha Gantt – Dist. 1
Councilmember Alphonso Thomas – Dist. 2
Councilmember Kyle D. Berry, Sr. – Dist. 3
Councilmember Yolanda Barber – Dist. 4
Councilmember Elton Alexander – Dist. 5

Administration

Vacant, City Manager
Vanessa Holiday, City Clerk
Frank Milazi, City Treasurer/CFO
Megan McCulloch, City Attorney

Mission: Is to provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order at 4:56 p.m. by Mayor Ford.

Invocation by Mayor Ford

Pledge of Allegiance recited by all in attendance.

The City Clerk was asked to proceed with Roll Call. All the members were present except Mayor Pro Tem Gantt and Councilmember Thomas.

Motion to approve the Agenda was made by Councilmember Alexander; seconded by Councilmember Berry The motion passed unanimously 3-0.

Mayor Pro Tem Gantt joined the meeting at 5:05 p.m.

NEW BUSINESS

1. Council Consideration to approve the 2025 – 2026 Liability Insurance Policy.
Presented by: Renee Wheeler, HR Manager & Matt Simmons of Gallagher

Ms. Wheeler noted the request is to approve the pending renewal of the city's Liability Insurance Policy for the 2025 – 2026 period, and noted staff is currently conducting an audit of vehicles, and the premiums will be credited or adjusted upward based on the outcome of the audit; and noted the city must renew by June 19, 2025 to retain coverage.

Councilmember Barber expressed concerns that the request to renew was being presented to the Council for approval with only three days prior to the policy's expiration, leaving the city no choice but to approve to remain covered; and asked

if there was only one quote, or if there were other quotes for the Council to consider.

Ms. Wheeler noted Gallagher has presented one quote from Travelers Insurance for consideration; and noted there were discrepancies in the number of vehicles covered on the policy, and that the audit is necessary to verify the vehicles to be covered, and noted the bulk of the vehicles are from Public Works and the Police department.

Councilmember Alexander noted that it has been recommended that the city put the Broker Services out for solicitation every 3-5 years.

Mr. Simmons noted the plan is to renew the city's policy through December 31, 2025 and convert to a cancel/re-write to align the policy dates with the city's fiscal year effective January 1, 2026; and that upon completion of the city's inventory, there would be a credit issued or an invoice for additional premium.

Mayor Pro Tem referenced the net rate changes, noting there are items within the industry standard; and noted the employment claim activity has an increase of 46.2% and is an area the Council needs to address to find out what is driving the increase.

Councilmember Barber asked Mr. Milazi to weigh in with his recommendation on how to proceed.

Mr. Milazi noted the renewal was submitted with a \$200,000 increase in premium, and requested an explanation from the broker/carrier, and was advised that the increase was due to a discrepancy in the number of vehicles the city had on file with Travelers, and therefore recommended an audit to confirm actual numbers. Mr. Milazi noted Travelers gave an initial extension from May 19 – June 19, however, the carrier would not grant an additional extension to July 19, and does not believe that the premium amount of \$831,861 will change.

Councilmember Berry asked Ms. Wheeler what the timeline was to complete the audit. Ms. Wheeler confirmed the information would be completed by June 25th, and the results would be submitted to the governing body.

Councilman Alexander reiterated the need to present options from other brokers and carriers.

Motion to approve the renewal of the 2025-2026 Liability Insurance Policy with Travelers Insurance Company through December 31, 2025 in the amount of \$831,861.00 (annualized) or adjusted premium based on the vehicle inventory audit, and to look at options for broker services and report the audit results of the credit/increase in premium to the City Council no later than June 25, 2025 was made by Councilmember Berry; seconded by Councilmember Alexander. The motion passed unanimously 4-0.

EXECUTIVE SESSION

2. To discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee; O.C.G.A. §50-14-3 (6).

Motion to convene Executive Session for Personnel, Litigation and Real Estate was made by Councilmember Alexander; Seconded by Mayor Pro Tem Gantt. The motion passed unanimously 4-0.

Motion to adjourn Executive Session and sign an Affidavit was made by Councilmember Alexander; seconded by Councilmember Berry. The motion passed unanimously 4-0.

Motion to reconvene the Special Called Meeting was made by Councilmember Alexander; seconded by Councilmember Berry. The motion passed unanimously 4-0.

Motion to announce the sole candidate for the vacant City Manager position as Emmanuel Adediran was made by Councilmember Alexander; seconded by Mayor Pro Tem Gantt. The motion passed 3-0-1 (Alexander/Berry/Gantt Approved) (Barber Abstained).

Motion to terminate the contract for Harold Young, Amphitheater Consultant due to breach of contract was made by Councilmember Alexander; seconded by Councilmember Berry. The motion passed unanimously 4-0.

Motion to adjourn the meeting at 10:00 p.m. was made by Councilmember Alexander; seconded by Councilmember Berry. The motion passed unanimously 4-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor

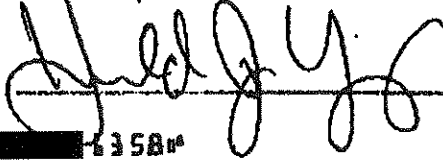
EXHIBIT C

HAROLD J YOUNG
STOCKBRIDGE AMPHITHEATER
 179 SPRINGFIELD BLVD
 MACON, GA 312101878

015 2989256183 1762
 44-128/12
 DATE 7-21-2024 ACHIEVE

PAY TO THE ORDER OF Productions And Concerts \$ 65,524⁰⁰
Sixty Five Thousand Five Hundred Twenty Five ²⁵/₁₀₀ DOLLARS

 **AMERIS BANK**

FOR 7/20 - 7/21 

#0017621 #0612017541 13581



Deposit Reports

Deposit Accounts Activity Summary

Report Created: 11/06/2024 07:54:14 PM (ET)

Account: All Accounts

Date Range: 07/16/2024 to 07/23/2024

Transaction Types: All Credits

Detail Option: Includes transaction detail

Stockbrige - Checking - 061201754 - *1358 - Available \$28,202.87

Post Date	Reference	Additional Reference	Description	Debit	Credit
07/17/2024			WIRE TRANSFER IN 202407170119991 CITY OF STOCKBR IDGSTOCKBRIDGE GA 302SHOW BU YOUT JULY 2		\$421,883.80
07/23/2024	Totals			\$0.00	\$421,883.80

Showing 1 - 1 of 1

Wire Detail Report - CITY OF STOCKBRIDGE

Fedwire

124164-CITY OF STOCKBRIDGE

Sequence Number	Confirmation#	Status	Amount
80235489	240123020866	Confirmed	\$ 85,000.00

From Template: N
Value Date: 01/23/2024
Send Date: 01/23/2024
Sender Reference: Amphitheater
Debit Account#: 8524-USD
Reference for Recipient: Amphitheater
Recipient ID Type: Account Number
Recipient ID: 1358
Recipient Name: Harold Young
Recipient Address 1: 178 Springfield Blvd
Recipient Address 2: Macon, GA 31210
Recipient Bank ID Type: ABA (Wire)
Recipient Bank ID: 061201754
Recipient Bank Name: AMERIS BANK
Recipient Bank Address 1: ATLANTA
Recipient Bank Address 3: ATLANTA GA UNITED STATES
Details of Payment Line 1: JODECI

Date/Time	Log In ID	Action
01/23/2024 16:20	Payroll123@124164	create
01/23/2024 16:22	Lakeisha655814239660@12416	approve

Total:	\$ 85,000.00
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End Of Report

Wire Detail Report - CITY OF STOCKBRIDGE

Fedwire

124164-CITY OF STOCKBRIDGE

Sequence Number	Confirmation#	Status	Amount
80183069	240117012091	Confirmed	\$ 222,500.00

From Template: N
Value Date: 01/17/2024
Send Date: 01/17/2024
Sender Reference: Amphitheater
Debit Account#: ██████████8524-USD
Reference for Recipient: Amphitheater
Recipient ID Type: Account Number
Recipient ID: ██████████1358
Recipient Name: Harold Young
Recipient Address 1: 178 Springfield Blvd
Recipient Address 2: Macon, GA 31210
Recipient Bank ID Type: ABA (Wire)
Recipient Bank ID: 061201754
Recipient Bank Name: AMERIS BANK
Recipient Bank Address 1: ATLANTA
Recipient Bank Address 3: ATLANTA GA UNITED STATES
Details of Payment Line 1: Deposits for July 20th & 21st Shows
Details of Payment Line 2: Amphitheater Concerts

Date/Time	Log In ID	Action
01/17/2024 10:46	Payroll123@124164	create
01/17/2024 11:23	Lakeisha655814239660@12416	approve

Total: \$ 222,500.00

End Of Report



Wire Detail Report - CITY OF STOCKBRIDGE

Fedwire

124164-CITY OF STOCKBRIDGE

Sequence Number	Confirmation#	Status	Amount
80312385	240201031122	Confirmed	\$ 80,000.00

From Template: N
 Value Date: 02/01/2024
 Send Date: 02/01/2024
 Sender Reference: Amphitheater
 Debit Account#: 8524-USD
 Reference for Recipient: Amphitheater
 Recipient ID Type: Account Number
 Recipient ID: 1358
 Recipient Name: Harold Young
 Recipient Address 1: 178 Springfield Blvd
 Recipient Address 2: Macon, GA 31210
 Recipient Bank ID Type: ABA (Wire)
 Recipient Bank ID: 061201754
 Recipient Bank Name: AMERIS BANK
 Recipient Bank Address 1: ATLANTA
 Recipient Bank Address 3: ATLANTA GA UNITED STATES
 Details of Payment Line 1: Kool/Morris Day
 Details of Payment Line 2: Amphitheater Concerts

Date/Time	Log In ID	Action
02/01/2024 16:05	Payroll123@124164	create
02/01/2024 16:17	Lakeisha655814239660@12416	approve

Total:	\$ 80,000.00
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End Of Report

Wire Detail Report - CITY OF STOCKBRIDGE

Fedwire

124164-CITY OF STOCKBRIDGE

Sequence Number	Confirmation#	Status	Amount
81225063	240531011321	Confirmed	\$ 18,413.90

From Template: N
Value Date: 05/31/2024
Send Date: 05/31/2024
Sender Reference: Amphitheater
Debit Account#: 8524-USD
Reference for Recipient: Amphitheater
Recipient ID Type: Account Number
Recipient ID: 1358
Recipient Name: Harold Young
Recipient Address 1: 178 Springfield Blvd
Recipient Address 2: Macon, GA 31210
Recipient Bank ID Type: ABA (Wire)
Recipient Bank ID: 061201754
Recipient Bank Name: AMERIS BANK
Recipient Bank Address 1: ATLANTA
Recipient Bank Address 3: ATLANTA GA UNITED STATES
Details of Payment Line 1: May 25 additional cost

Date/Time	Log In ID	Action
05/31/2024 08:34	Payroll123@124164	create
05/31/2024 09:14	Lakeisha655814239660@12416	approve

Total: \$ 18,413.90

End Of Report



Wire Detail Report - CITY OF STOCKBRIDGE

Fedwire

124164-CITY OF STOCKBRIDGE

Sequence Number	Confirmation#	Status	Amount
81225044	240531011320	Confirmed	\$ 5,000.00

From Template: N
 Value Date: 05/31/2024
 Send Date: 05/31/2024
 Sender Reference: Amphitheater
 Debit Account#: 8524-USD
 Reference for Recipient: Amphitheater
 Recipient ID Type: Account Number
 Recipient ID: 1358
 Recipient Name: Harold Young
 Recipient Address 1: 178 Springfield Blvd
 Recipient Address 2: Macon, GA 31210
 Recipient Bank ID Type: ABA (Wire)
 Recipient Bank ID: 061201754
 Recipient Bank Name: AMERIS BANK
 Recipient Bank Address 1: ATLANTA
 Recipient Bank Address 3: ATLANTA GA UNITED STATES
 Details of Payment Line 1: MJ Live/July 4th

Date/Time	Log In ID	Action
05/31/2024 08:33	Payroll123@124164	create
05/31/2024 09:14	Lakeisha655814239660@12416	approve

Total:	\$ 5,000.00
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End Of Report

ACH Detail Report - CITY OF STOCKBRIDGE

Batch Name: H Young Payment Number: 00162133

Originating Acct Number: 8524
Originating Acct Nickname: GENERAL FUND
ACH Company ID: 5620
ACH Company Name: CITY STOCKBRIDGE
Company Entry Description: H Young
Offset Creation Level: UnKnown
Payment Type: PPD - Prearranged Payment and Deposit
Frequency: One Time Only
Status: Completed
Create Date: 03/18/2024
Effective Date: 03/20/2024
Scheduled Send Date: 03/18/2024
CR-DR-Mixed: Credits
Confidential Batch: Non-Confidential

Recipient Name	Recipient ID	Bank ID	Bank Name	Account No.	Type	Disc. Data	Status	Addl. Fee	Org. Amount
Harold Young	1358	061201754	AMERIS BANK	1358	C		Active		\$62,500.00

Addenda: Karen Briggs Jazz Show

Recipient Status	CR Items	Amount	DR Items	Amount
Active	1	\$62,500.00	0	\$0.00

Login ID	Activity	Date/Time
Lakeisha655814239660@124164	approve	03/18/2024 10:18
Payroll123@124164	create	03/18/2024 10:11

Report Totals**Payment Type Totals: Credits / Debits**

PPD - Prearranged Payment & Deposit:	\$62,500.00	\$0.00
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ACH Company ID Totals: Credits / Debits

5620:	\$62,500.00	\$0.00
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Credits / Debits

Grand Totals:	\$62,500.00	\$0.00
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End Of Report

ACH Detail Report - CITY OF STOCKBRIDGE

Batch Name: H Young - Payment Number: 80622123

Originating Acct Number:	8524	Frequency:	One Time Only
Originating Acct Nickname:	GENERAL FUND	Status	Completed
ACH Company ID:	5620	Create Date:	03/18/2024
ACH Company Name:	CITY STOCKBRIDGE	Effective Date:	03/20/2024
Company Entry Description:	H Young	Scheduled Send Date:	03/18/2024
Offset Creation Level:	Unknown	CR-DR-Mixed:	Credits
Payment Type:	PPD - Prearranged Payment and Deposit	Confidential Batch:	Non-Confidential

Recipient Name	Recipient ID	Bank ID	Bank Name	Account No.	Type	Disc. Date	Status	Addl. Fee	Org. Amount
Harold Young	1358	061201754	AMERIS BANK	1358	C		Active		\$62,500.00
Addenda:	Karen Briggs Jazz Show								

Recipient Status	CR Items	Amount	DR Items	Amount
Active	1	\$62,500.00	0	\$0.00

Login ID	Activity	Date/Time
Lakeisha655814239660@124164	approve	03/18/2024 10:16
Payroll123@124164	create	03/18/2024 10:11

Batch Name: H Young - Payment Number: 806227744

Originating Acct Number:		██████████5263		Frequency:		One Time Only				
Originating Acct Nickname:		AMPHITHEATER OPERATING ACCT		Status		Completed				
ACH Company ID:		██████████5620		Create Date:		04/17/2024				
ACH Company Name:		CITY STOCKBRIDGE		Effective Date:		04/19/2024				
Company Entry Description:		H Young		Scheduled Send Date:		04/17/2024				
Offset Creation Level:		Unknown		CR-DR-Mixed:		Credits				
Payment Type:		PPD - Prearranged Payment and Deposit		Confidential Batch:		Non-Confidential				
Recipient Name		Recipient ID	Bank ID	Bank Name	Account No.	Type	Disc. Date	Status	Addl. Fee	Org. Amount
Harold Young		██████████1358	061201754	AMERIS BANK	██████████1358	C		Active		\$19,425.00
Addenda:		Deposit and Expenses								
Recipient Status		CR Items	Amount	DR Items	Amount					
Active		1	\$19,425.00	0	\$0.00					
Login ID		Activity	Data/Time							
Lakeisha655814239660@124164		approve	04/17/2024 11:03							
Payroll123@124164		create	04/17/2024 10:42							

Report Totals**Payment Type Totals: Credits / Debits**PPD - Prearranged Payment & Deposit: **\$81,925.00** **\$0.00****ACH Company ID Totals: Credits / Debits**██████████5620: **\$62,500.00** **\$0.00**██████████5620: **\$19,425.00** **\$0.00****Credits / Debits****Grand Totals:** **\$81,925.00** **\$0.00****End Of Report**

ACH Detail Report - CITY OF STOCKBRIDGE

Batch Name: H Young Payment Number: 80877742

Originating Acct Number: ██████████ 5263 **Frequency:** One Time Only
Originating Acct Nickname: AMPHITHEATER OPERATING ACCT **Status:** Completed
ACH Company ID: ██████████ 5620 **Create Date:** 04/17/2024
ACH Company Name: CITY STOCKBRIDGE **Effective Date:** 04/19/2024
Company Entry Description: H Young **Scheduled Send Date:** 04/17/2024
Offset Creation Level: Unknown **CR-DR-Mixed:** Credits
Payment Type: PPD - Prearranged Payment and Deposit **Confidential Batch:** Non-Confidential

Recipient Name	Recipient ID	Bank ID	Bank Name	Account No.	Type	Disc. Data	Status	Addl. Fee	Orig. Amount
Harold Young	████████ 1358	051201754	AMERIS BANK	████████ 1358	C		Active		\$19,425.00

Addenda: Deposit and Expenses

Recipient Status	CR Items	Amount	DR Items	Amount
Active	1	\$19,425.00	0	\$0.00

Login ID	Activity	Date/Time
Lakeisha655814239860@124164	approve	04/17/2024 11:03
Payroll123@124164	create	04/17/2024 10:42

Report Totals**Payment Type Totals: Credits / Debits**

PPD - Prearranged Payment & Deposit:	\$19,425.00	\$0.00
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ACH Company ID Totals: Credits / Debits

████████ 5620:	\$19,425.00	\$0.00
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Credits / Debits

Grand Totals:	\$19,425.00	\$0.00
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End Of Report

ACH Detail Report - CITY OF STOCKBRIDGE

Batch Name: H Young - Payment Number: 802 a0717

Originating Acct Number:	██████████8524	Frequency:	One Time Only
Originating Acct Nickname:	GENERAL FUND	Status:	Completed
ACH Company ID:	██████████5620	Create Date:	01/25/2024
ACH Company Name:	CITY STOCKBRIDGE	Effective Date:	01/26/2024
Company Entry Description:	H Young	Scheduled Send Date:	01/25/2024
Offset Creation Level:	UnKnown	CR-DR-Mixed:	Credits
Payment Type:	PPD - Prearranged Payment and Deposit	Confidential Batch:	Non-Confidential

Recipient Name	Recipient ID	Bank ID	Bank Name	Account No.	Type	Disc. Data	Status	Addl. Fee	Org. Amount
Harold Young	██████████1358	061201754	AMERIS BANK	██████████1358	C		Active		\$123,429.00

Addenda:	Tyrese Eric Benet Fees								
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Recipient Status	CR Items	Amount	DR Items	Amount
Active	1	\$123,429.00	0	\$0.00

Login ID	Activity	Date/Time
Lakeisha655814239660@124164	approve	01/25/2024 15:20
Payroll123@124164	create	01/25/2024 15:09

Report Totals		
Payment Type Totals: Credits / Debits		
PPD - Prearranged Payment & Deposit:	\$123,429.00	\$0.00
ACH Company ID Totals: Credits / Debits		
██████████5620:	\$123,429.00	\$0.00
Credits / Debits		
Grand Totals:	\$123,429.00	\$0.00

End Of Report

EXHIBIT D

3.04.030 Bank accounts and check signing procedure.

- A. The mayor, chairman of the finance committee, city clerk, treasurer, and city administrator are hereby authorized to open such bank accounts at a financial institution as may be needed by the city to conduct the business of the city, including but not limited to checking, savings escrow, and trust accounts in the name of the city.
- B. The signature of either the city clerk or the city manager and either the mayor, treasurer or chairman of the finance committee shall be required to sign all checks for the payment of money or to withdraw or transfer funds on deposit on behalf of the city.

(Code 1971, Sec. 2-7)

(Ord. No. 10-215, § 1, 4-28-2010; Res. No. 10-274, § 1, 5-3-2010; Ord. No. OR 13-290, § 1, 1-14-2013; Ord. No. 14-361, 11-10-2014)

EXHIBIT E

Harold Young's Accounts

From Frank Milazi <fmilazi@stockbridgega.org>
 Date Tue 8/12/2025 4:02 PM
 To Megan McCulloch <megan@wlgga.com>
 Cc Shawn Edmondson <sedmondson@stockbridgega.org>; Quinton Washington <quinton@wlgga.com>

Recipient Name Recipient ID	Bank ID Bank Name	Account Number Account Type	Amount	CR/DR	Disc. Data	Status Prenote Expiry	Addenda
Harold Young 2673255929	061000227 WACHOVIA BANK, N.A.	██████████ 5929 Checking	\$15,000.00	Credit		Active	May 2025 Consultan

The second account below is where we sent Harold reimbursements for deposits/expenses he paid for himself.

Recipient Name Recipient ID	Bank ID Bank Name	Account Number Account Type	Amount	CR/DR	Disc. Data	Status Prenote Expiry	Addenda
Harold Young 2049471358	061201754 AMERIS BANK	██████████ 358 Checking	\$142,500.00	Credit		Active	Show Deposit May 3 X

harold Young has two accounts that the City of Stockbridge sent money to in 2025. The first account below is where we sent his \$15,000 monthly consultant fee.

Thanks,



Frank S. Milazi
 City Treasurer/CFO
 4640 North Henry Boulevard
 Stockbridge, GA 30281
 470-878 9468