



City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120

Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:

Matt Santini – Mayor
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Taff Wren

AGENDA

Council Chambers, Third Floor of City Hall– 7:00
PM – 8/6/2020
Work Session – 6:00PM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Appointments

1. Swearing In of City Clerk (Page 1)

[Attachments](#)

B. Council Meeting Minutes

1. July 16, 2020 (Pages 2 - 10)

[Attachments](#)

C. Public Hearing - 2nd Reading of Zoning/Annexation Requests

1. Z20-02 Rezoning 0.91 +/- Acres, 1220 Hwy 113, from O-C to G-C (Pages 11 - 29)

[Attachments](#)

D. Other

1. Quit Claim Deed Release for 313 Jackson St (Pages 30 - 32)

[Attachments](#)

2. Annual Assessment for Membership in the Northwest Georgia Regional Commission (Pages 33 - 35)

[Attachments](#)

E. Resolutions

1. CARES Act Grant Funding (Pages 36 - 68)

[Attachments](#)

F. Grant Application/Acceptance

1. Local Maintenance Improvement Grant (LMIG) (Pages 69 - 71)

[Attachments](#)

G. Contracts/Agreements

1. Contract Renewals (Pages 72 - 143)

[Attachments](#)

2. Traffic Signal Maintenance Agreement (Pages 144 - 148)

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H. Bid Award/Purchases

1. ESRI Annual GIS Maintenance (Pages 149 - 153)

[Attachments](#)

2. USIS Invoice (Pages 154 - 155)

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3. Fire Station 4 Repair (Pages 156 - 157)

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4. D&C Restock 1.5 and 2.0 inch Meters (Pages 158 - 159)

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5. EPD Drinking Water Laboratory Annual Testing (Pages 160 - 162)

[Attachments](#)

6. WPCP Kenworth Truck Repair (Pages 163 - 166)

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I. Easements

1. Rogers Station Water Main - Jim Allen Easement (Pages 167 - 170)

[Attachments](#)

J. Change Order

1. Rogers Station Water Main Replacement - Change Order 1 (Pages 171 - 172)

[Attachments](#)

K. Other

1. Cartersville Business Improvement District Millage Rate Set at 1.279 Mills for 2020 (Pages 173 - 175)

[Attachments](#)

2. Cartersville School System 2020 Millage Rate Set at 14.576 Mills (Pages 176 - 179)

[Attachments](#)

3. City of Cartersville M&O Millage Rate set at 2.91 Mills for 2020 (Pages 180 - 182)

[Attachments](#)

4. GO Parks & Recreation Property Tax Millage Rate Set at 0.728 Mills (Pages 183 - 185)

[Attachments](#)

L. Monthly Financial Statement

1. May 2020 Financial Report (Pages 186 - 190)

[Attachments](#)

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.



City of Cartersville

**City Council Meeting
8/6/2020 7:00:00 PM
Swearing In of City Clerk**

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	Julia Drake will be sworn in by outgoing City Clerk, Meredith Ulmer. This swearing in will take place prior to Ms. Drake assuming her new responsibilities as City Clerk.
City Manager's Remarks:	Julia Drake will be sworn in by outgoing City Clerk, Meredith Ulmer. Once Julia is sworn in, she will take over the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM
July 16, 2020

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been uploaded for your review and approval.
City Manager's Remarks:	The minutes have been prepared by staff and are recommended for your approval with any modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 July 16, 2020
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Fox.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, Assistant City Attorney.

II. Regular Agenda

A. Council Meeting Minutes

1. June 18, 2020 City Council Minutes and July 2, 2020 City Council Minutes

A motion to approve the June 18, 2020 City Council Meeting Minutes and the July 2, 2020 City Council Minutes as presented was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

B. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. Z20-02 Rezoning 0.91 +/- Acres, 1220 Hwy 113, from O-C to G-C

Randy Mannino, Planning and Development Department Head stated the applicant requests the rezoning of 0.91 +/- acres from O-C (Office Commercial) to G-C (General Commercial) at 1220 Hwy 113, for the location of a new veterinary clinic. Veterinary clinics are not allowed in the O-C zoning district. The site is the former location of the City's Fire Station #3 and is surrounded by commercial land uses including auto repair, storage rental, restaurant, and commercial services. Planning Commission recommends approval 6-0.

Public Hearing: Clay Walker, of Rome GA, applicant, came forward to speak for the item.

This is a first reading and does not require a vote.

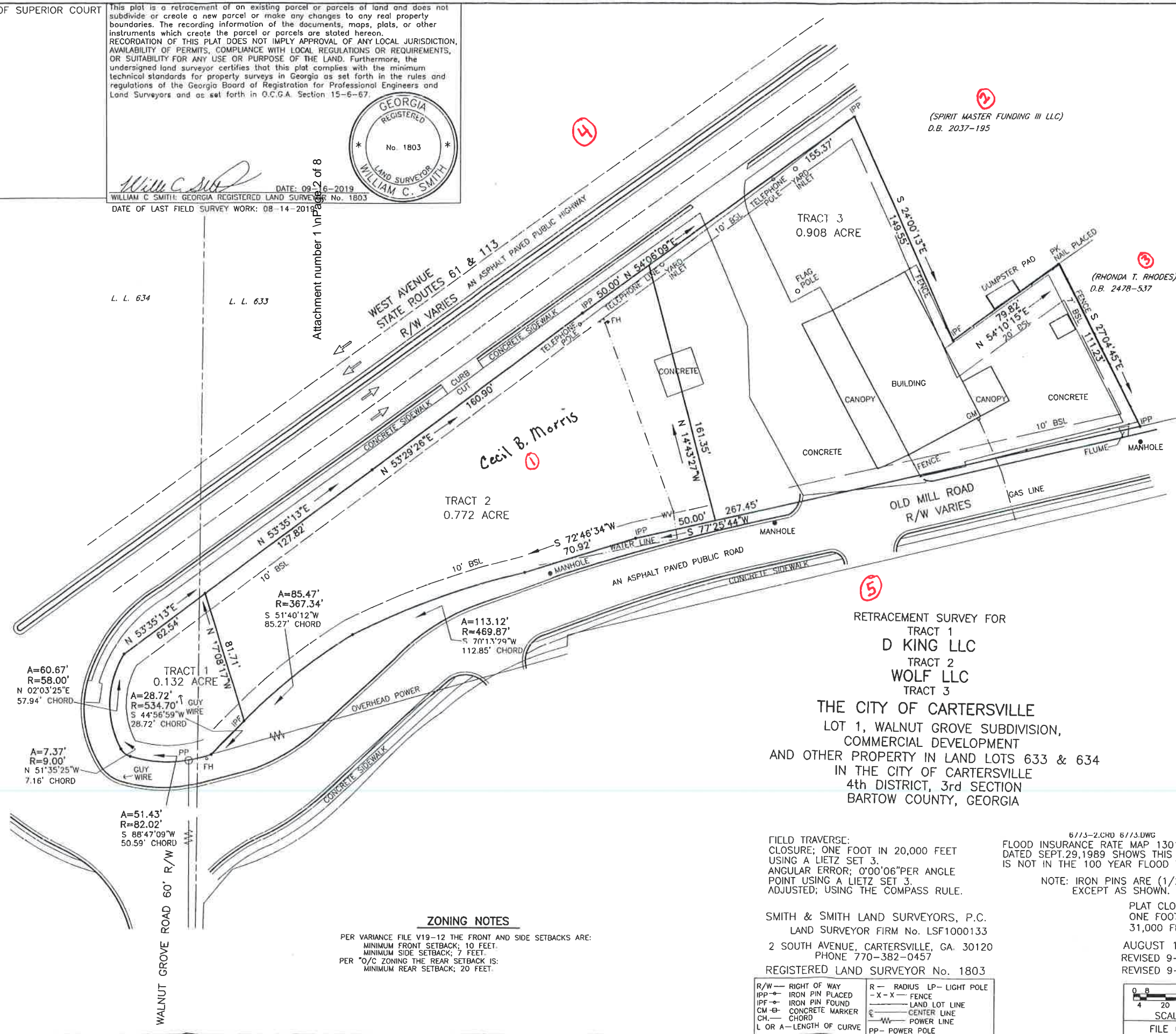
SPACE FOR CLERK OF SUPERIOR COURT

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which create the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



W.C. Smith
WILLIAM C. SMITH: GEORGIA REGISTERED LAND SURVEYOR No. 1803
DATE: 09-16-2019
DATE OF LAST FIELD SURVEY WORK: 08-14-2019

Attachment number 1 in Page 2 of 8



RETRACEMENT SURVEY FOR
TRACT 1
D KING LLC
TRACT 2
WOLF LLC
TRACT 3
THE CITY OF CARTERSVILLE
LOT 1, WALNUT GROVE SUBDIVISION,
COMMERCIAL DEVELOPMENT
AND OTHER PROPERTY IN LAND LOTS 633 & 634
IN THE CITY OF CARTERSVILLE
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA

FIELD TRAVERSE:
CLOSURE; ONE FOOT IN 20,000 FEET
USING A LIETZ SET 3.
ANGULAR ERROR; 0'00'06" PER ANGLE
POINT USING A LIETZ SET 3.
ADJUSTED; USING THE COMPASS RULE.

6/7/3-2.CHO 6/7/3.DWG
FLOOD INSURANCE RATE MAP 13015C0060 F
DATED SEPT.29,1989 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE (1/2"RE-BAR)
EXCEPT AS SHOWN.

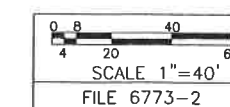
PLAT CLOSURE;
ONE FOOT IN
31,000 FEET.

AUGUST 14, 2019
REVISED 9-16-2019
REVISED 9-19-2019

ZONING NOTES
PER VARIANCE FILE V19-12 THE FRONT AND SIDE SETBACKS ARE:
MINIMUM FRONT SETBACK; 10 FEET.
MINIMUM SIDE SETBACK; 7 FEET.
PER O/C ZONING THE REAR SETBACK IS:
MINIMUM REAR SETBACK; 20 FEET.

SMITH & SMITH LAND SURVEYORS, P.C.
LAND SURVEYOR FIRM No. LSF1000133
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457
REGISTERED LAND SURVEYOR No. 1803

R/W	RIGHT OF WAY	R	RADIUS	LP	LIGHT POLE
IPP	IRON PIN PLACED	-X-X-	FENCE		
IPF	IRON PIN FOUND				
CM	CONCRETE MARKER				
CH	CHORD				
L OR A	LENGTH OF CURVE				



Item # 2

C. Bid Award/Purchases

1. CityView Annual Software Maintenance Agreement

Mr. Mannino stated the annual maintenance agreement for our CityView software is due in the amount of \$18,732.73. This is a budgeted item.

A motion to approve CityView Annual Software Maintenance Agreement was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

D. Easements

1. Final Plat for Village Hill and Utility Easements

Keith Lovell, Assistant City Attorney stated the Final Plat for Village Hill and the Final Plat for Utility Easements for Village Hill have been prepared necessitating amendments to the Development Agreement, Deed of Dedication, and Easements for the Village Hill Project. The Development Agreement and Deed of Dedication are amended to reflect the Final Plat, and the Easement is amended to accommodate for Final Plat for Utility Easements containing a 48' unobstructed access and utility easement (A2), across the lots identified as Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6. The Planning and Development Department, Gas Department, and City Attorney's Office, all approve of these documents, and request that Council approve and authorize the Mayor and City Clerk to sign said documents.

Motion to approve the Final Plat for Village Hill and Utility Easements was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

E. Grant Application/Acceptance

1. Grassdale Road Sidewalk TAP Grant

Tommy Sanders, Public Works Department Head stated as the joint sidewalk project between the City of Cartersville and Bartow County moves forward, we have an opportunity to apply for TAP (Transportation Alternative Programs) Grant funding for the acquisition of the required right of way along Grassdale Road. Since this project has federal funding, we are required to obtain any and all right of way based on the Uniform Act. A right of way estimate has been performed on this project and it is estimated that these costs will total \$1,893,000. We hope that our consultant can reduce the right of way cost by reducing the needed right of way on their submitted plans. For grant application purposes, we need to utilize the right of way estimate report that was submitted (see attached). Since this is a joint project between Bartow County and the City of Cartersville, 20% of the cost (\$378,444) will be split between both entities; therefore, the City of Cartersville would be responsible for \$189,300.

The projected amount is not budgeted and would have to be funded by our SPLOST funds. In order to apply for this grant, an application and letter of support would need to be signed by our Mayor. Public Works recommends approval of the Mayor signing all related TAP Grant application documents necessary for the July 31, 2020 grant submittal.

A motion to approve Grassdale Road Sidewalk TAP Grant was made by Council Member Fox and seconded by Council Member Roth. Motion carried. Vote: 5-1. Council Member Wren voted in opposition.

F. Engineering Services

1. Grassdale Road Sidewalk-Engineering Services Change Order

Mr. Sanders stated the City of Cartersville was previously awarded a TAP (Transportation Alternative Program) Grant from the Georgia Department of Transportation. The professional engineering services for this project are being completed by Southeastern Engineering. Our current TAP grant will cover 80% of the design fees for an available reimbursable amount of up to \$360,000. Last year, we approved a contract with Southeastern Engineering for a total amount of \$331,500.

During preliminary engineering, the consultant has incurred additional items that are out of scope of the original agreement. It was determined that GDOT would not perform right of way estimations and the consultant was required to hire a subconsultant to perform this task. In addition, the Environmental Site Assessment determined that there were two sites along the corridor that would require limited phase II environmental testing/sampling. Therefore, a change order will be needed for these subconsultants to perform their work. The total change order request for these sub-consultants and any coordination by SEI is \$15,000.

This amount will be eligible for reimbursement of 80%. Since this is a joint project with Bartow County, the City will be responsible for \$1,500. This amount is not budgeted and would have to be funded by our SPLOST funds. In order to keep this project moving forward, Public Works recommends approving the additional funds for the attached change order.

Mr. Sanders stated these sidewalks include curb and gutter on both sides and will enhance safety for the corridor.

Motion to approve Grassdale Road Sidewalk-Engineering Services Change Order was made by Council Member Fox and seconded by Council Member Roth. Motion carried. Vote: 5-1. Council Member Wren voted in opposition.

G. Bid Award/Purchases

1. Garbage Truck Purchase

Mr. Sanders stated Solid Waste recently opened bids for an Automated Side Loader

Residential Garbage Truck. We had 11 bids and recommend the best bid from Carolina Environmental System for a Heil Body/Mack Chasis combo for \$275,794.00.

This is a budgeted item and will be purchased using GMA Leasepool financing.

A motion to approve Garbage Truck Purchase was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

2. Dumpster Purchase

Mr. Sanders stated Solid Waste needs to purchase 19 new dumpsters for our commercial garbage service. We would like to purchase the dumpsters from Baker Waste Equipment for a total of \$15,133.00. This is a budgeted item.

A motion to approve the dumpster purchase was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

3. Backhoe Repair

Mr. Sanders stated our stormwater crew needs to have their backhoe repaired. The Garage was not sure what was wrong with it and had us take it to Franklin Tractor for assessment. We are requesting approval for up to \$8,000.00 to make this repair. The estimate is \$6,314.14 and they are already about \$900 into the work with the breakdown and assessment. This is a budgeted item and we recommend approval.

Motion to approve the Backhoe Repair in an amount not to exceed \$8,000 was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote:6-0.

4. Cass White Rd Gas Relocation

Michael Hill, Gas Department Head stated the City of Cartersville Gas System is required to relocate some existing facilities along Cass White Road in conjunction with Bartow County's road improvement project. This will require a hot tapping and stopping operation and specialized fittings to complete the project. The single source provider for this operation is Southeastern Natural Gas Services of Rome Inc. and they have quoted \$7,400.00. Southeastern Natural Gas Services has satisfactorily performed this operation for the Gas System in the past, so we recommend accepting their quote.

Motion to approve the Cass White Rd Gas Relocation was made by Council Member Roth and was seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

5. Camera System

Chief Frank McCann, Police Department stated I am requesting approval to purchase a covert camera system for investigative purposes. We currently do not have this type of system and it will be a benefit to the police department to have this capability to resolve criminal cases.

The police department sent a request for bids (RFB) to three companies. We subsequently received three bids from the companies. The following are the bids from each company that met the specifications:

Advanced Covert Technology	\$5,729.00
Covert Law Enforcement	\$9,995.00
Tactical Video	\$9,997.05

I recommend the best bid, Advanced Covert Technology, for \$5,729.00. This is a budgeted item and will be paid for out of federal asset forfeiture funds. The E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.

Motion to approve the Camera System to be paid with Federal Asset forfeiture money was made by Council Member Fox and was seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

6. Civic Plus Invoice for Renewal – Website

Tamara Brock, City Manager stated this is the semi-annual fee from CivicPlus, the company that hosts and provides support for our website, in the amount of \$5,484.73.

A motion to approve Civic Plus Invoice for Renewal – Website was made by Council Member Cooley and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

7. Calix Annual Maintenance Renewal

Dan Porta, Assistant City Manager stated this is the yearly support renewal for our Calix system that we use to deliver fiber optic internet service to our customers. The renewal charge is \$5,995 and is recommended for your approval.

A motion to approve Calix Annual Maintenance Renewal was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

8. Bartow County Radio Quarterly Invoice

Mr. Porta stated Bartow County has submitted an invoice for Motorola Radios for the first quarter of 2020 in the amount of \$31,445.47. This invoice is recommended for your approval.

A motion to approve Bartow County Radio Quarterly Invoice was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

9. Croy Engineering Invoices for Airport

Mr. Porta stated Croy Engineering is continuing to conduct work at the airport for the Airport Authority and has submitted three invoices for work completed through June 30, 2020 for the Runway Repavement Rehab, Land Acquisition - Phase 2 and Runway RSA Grading Projects. The total of these three invoices is \$45,767.85 and if approved will be paid from the FY 19-20 budget with Bartow County paying their 50% share on future invoices. I recommend approval to pay these invoices.

A motion to approve the Croy Engineering Invoices for Airport was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

10. Traveler's Insurance Deductible Invoice

Mr. Porta stated Travelers Insurance has submitted a deductible invoice for auto accidents where the city was at fault. The total amount due at this time for these two claims is \$27,508.26 and is recommended for your approval.

A motion to approve the Traveler's Insurance Deductible Invoice was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

11. Vicon Camera Replacement for Public Safety

Mr. Porta stated a number of cameras at the Public Safety Headquarters and Fire Stations 2 and 4 are not functioning due to age and obsolescence. After reviewing the cameras that are obsolete with both the Police and Fire Chief, it is recommended to purchase 39 cameras for these locations, plus the camera license and storage that is needed. Additional purchase of 3 monitors is also necessary. The total cost for the cameras and related equipment, plus installation is \$47,280 and is recommended for your approval.

A motion to approve the Vicon Camera Replacement for Public Safety was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote:6-0.

12. Bartow County Grantwriting Invoice

Mr. Porta stated Bartow County has submitted an invoice for shared grantwriting services for January 1 through June 30, 2020 in the amount of \$46,733.23, which is recommended for your approval.

A motion to approve the Bartow County Grantwriting Invoice was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

H. Change Order

1. WPCP Nutrient Upgrade - Change Order 3

Bob Jones, Water Department Head stated construction of the Nutrient Removal Upgrade Project at the Water Pollution Control Plant (WPCP) has been underway for approximately sixteen (16) months. The project is proceeding well with improved weather and is approximately 50 percent complete. During the last six (6) months, we have placed a new 120-foot clarifier in service, completed the construction of the new blower building, substantially completed medium voltage power improvements and completed demolition of Clarifier No. 7.

Previous change orders have resulted in a net reduction in the cost of the project by \$743,305.53. Change Order No. 3 increases the cost by \$224,664.31 as outlined in the attached summary. This change order also adds 19 days to the contract performance period due to weather. The majority of the cost increase (\$200,022.54) is due to concrete repair work in Bioreactor No. 1 and Bioreactor No. 2 (highlighted in summary). These tanks were originally built in 1986 and have been in service since then. The extent of repairs could not be accurately quantified prior to bidding the project because most of the tank was either underwater or inaccessible for inspection. Other changes include credits for overtime inspections by the resident engineer, changes in materials, sampling equipment and rerouting of a chemical feed line.

The net financial impact of all change orders (including Change Order No. 3) is a reduction of the original contract amount by \$518,641.22. If approved, this change order will result in a new contract amount of \$37,044,241.42.

Mr. Jones stated Council approval of this change order is recommended.

A motion to approve the WPCP Nutrient Upgrade - Change Order 3 was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote: 6-0.

Meeting Adjourned

/s/ _____
 Matthew J. Santini
 Mayor

ATTEST:

/s/ _____
 Meredith Ulmer
 City Clerk



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM

Z20-02 Rezoning 0.91 +/- Acres, 1220 Hwy 113, from O-C to G-C

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The applicant requests the rezoning of 0.91 +/- acres from O-C (Office Commercial) to G-C (General Commercial) at 1220 Hwy 113, for the location of a new veterinary clinic. Veterinary clinics are not allowed in the O-C zoning district. The site is the former location of the City's Fire Station #3 and is surrounded by commercial land uses including auto repair, storage rental, restaurant, and commercial services. Planning Commission recommends approval 6-0.
City Manager's Remarks:	Planning Commission recommended your approval. This is the second reading and public hearing. No changes have been made.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z20-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Lisa C. Walker**

Representative: **F. Lee Perkins, Esq.**

Property Owner: **Lisa C. Walker**

Property Location: **1220 Hwy 113 (C036-0002-003)**

Access to the Property: **Old Mill Rd and Hwy 113**

Site Characteristics:

Tract Size: Acres: **0.91** District: **4th** Section: **3rd** LL(S): **633**

Ward: **2** Council Member: **Cary Roth**

LAND USE INFORMATION

Current Zoning: **O-C (Office Commercial)**

Proposed Zoning: **G-C (General Commercial)**

Proposed Use: **Veterinary Clinic**

Current Zoning of Adjacent Property:

North: **G-C (General Commercial) and C-1 (County General Commercial)**

South: **H-I (Heavy Industrial)**

East: **O-C**

West: **O-C**

The Future Development Plan designates the subject property as: **Highway Commercial**

The Future Land Use Map designates the subject property as: **Public Institutional/ Commercial**

ZONING ANALYSIS

Site History:

Location of City Fire station #3 since 1995. Sold to applicant in October 2019.

No previous zoning cases on file.

Project Summary:

The applicant requests the rezoning of 0.91 +/- acres from O-C (Office Commercial) to G-C (General Commercial) for the location of a new veterinary clinic. Veterinary clinics are not allowed in the O-C zoning district.

The site is the former location of the City's Fire Station #3. Access is from both Old Mill Rd. and from Hwy 113. Access from Hwy 113 is right-in/ right-out. The site is surrounded by other commercial land uses including auto repair, storage rental, restaurant, and commercial services.

The structure will require renovation for use as veterinary clinic. The "rear yard" area to the east is fenced. A parking lot exists but will require partial re-striping for the proposed use.

City Department Comments

Electric: No comments received.

Fibercom: Takes No Exception

Fire: Takes No Exception

Gas: Takes No Exception

Public Works: Takes No Exception

Water and Sewer: No comments received.

Cartersville School District: N/A

Public Comments:

None received as of 6-29-2020

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Property to the north is located in the City and County. The city property is undeveloped. The County property is the site of Styles Auto Care. All other properties surrounding the site are incorporated and developed with commercial uses.
2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the zoned purposes.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The proposed development would introduce a new veterinary clinic option on the west side of the city.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned; however, after serving as Fire Station #3 since 1995, the structure and, potentially the site, would likely require renovations for any new use.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal would permit a use that is suitable in view of the use of the adjacent residentially zoned and commercial use properties.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on property use or usability.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal will conform to the Future Land Use Map. The map identifies the area as Commercial even though the specific site is identified as Public-Institutional due to its' former use as Fire Station #3. The proposed zoning and use does conform to the Future Development Map category of Highway Commercial.

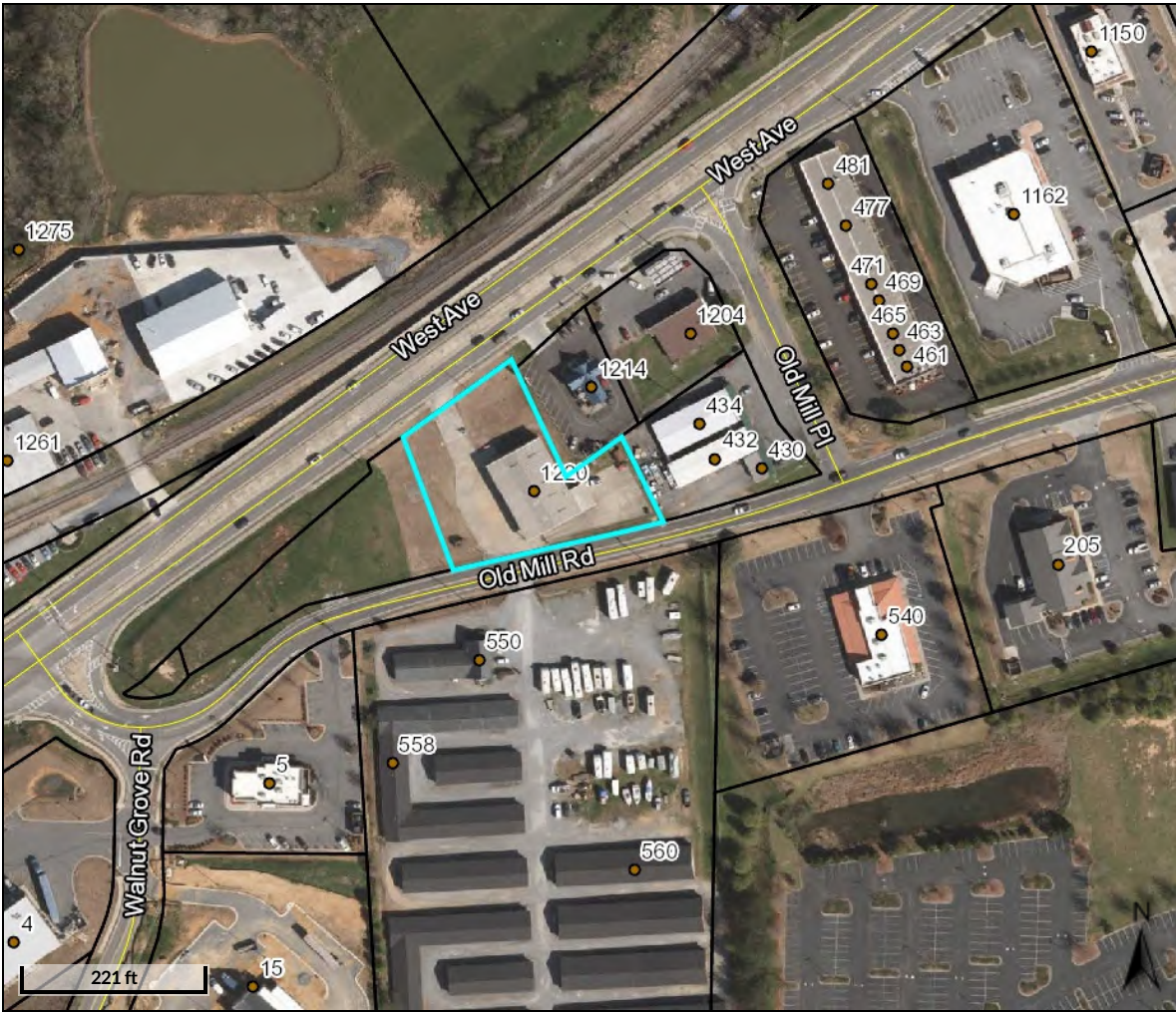
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
No adverse impact is expected. Site and building renovation resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposed use should not burden existing streets, transportation facilities or utilities.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no known conditions.

STAFF RECOMMENDATION:

Staff recommends approval.

PLANNING COMMISSION RECOMMENDATION:

Recommends Approval, 6-0.



Overview



Legend

- Parcels
- Structural Numbers**
- <all other values>
- Abandoned or Inactive
- Active
- Proposed
- Roads

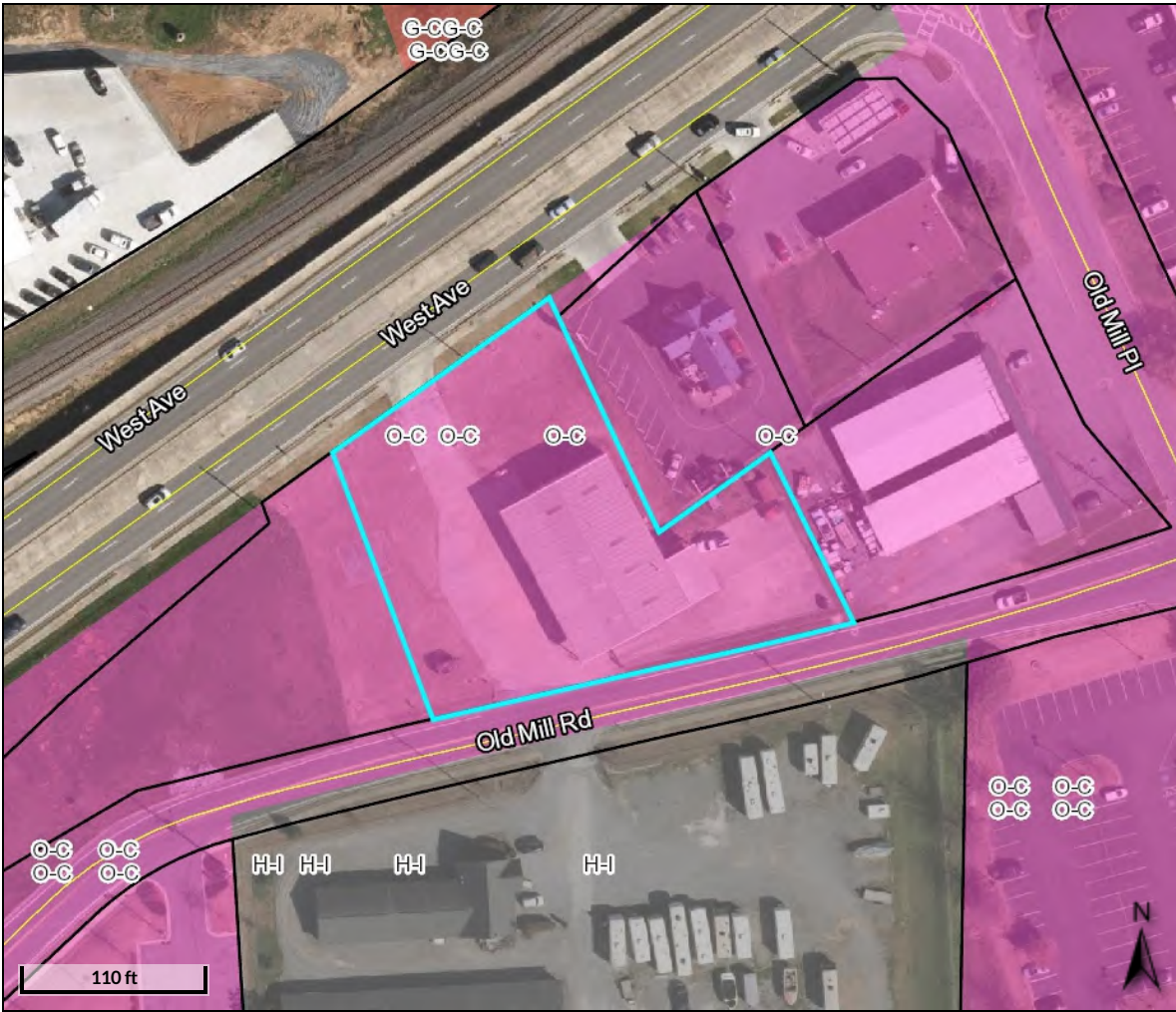
Parcel ID	C036-0002-003	Alternate ID	36062
Sec/Twp/Rng	n/a	Class	Commercial
Property Address	1220 HWY 113 Cartersville	Owner Address	WALKER LISA C 365 TERHUNE ROAD SE ROME GA 30161
Acreage	0.91		

District Cartersville
 Brief Tax Description LL 633 LD 4

(Note: Not to be used on legal documents)

Date created: 6/1/2020
 Last Data Uploaded: 5/29/2020 11:38:44 PM


































Developed by 



Overview



Legend

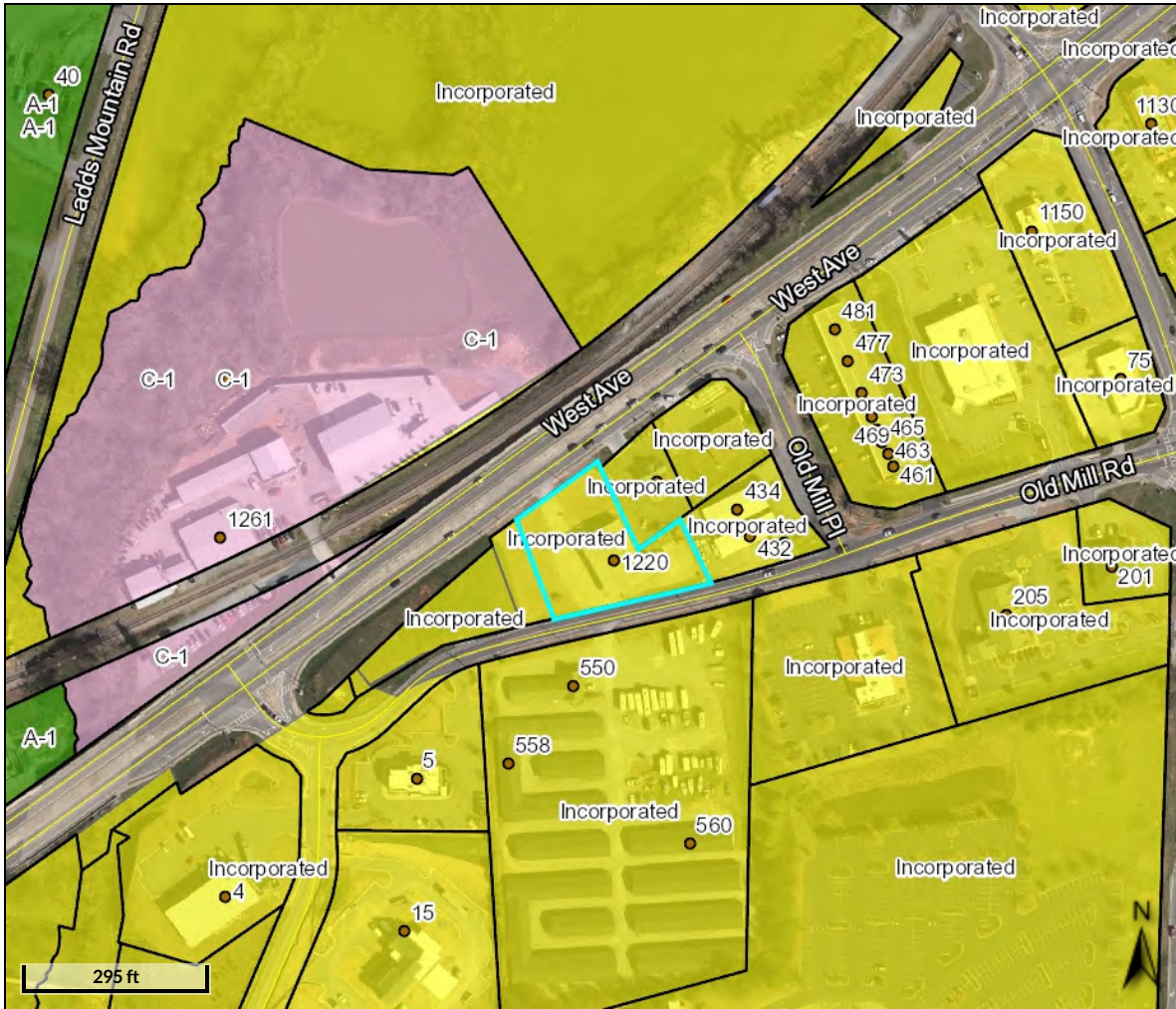
-  Parcels
-  Roads
- Cartersville Zoning**
-  AG
-  DBD
-  G-C
-  G-C*
-  H-I
-  H-I*
-  L-I
-  L-I*
-  M-U
-  M-U*
-  MF-14
-  MF-14*
-  MN
-  O-C
-  O-C*
-  P-D
-  P-D*
-  P-I
-  P-S
-  P-S*
-  R-10
-  R-10*
-  R-15
-  R-15*
-  R-20
-  R-20*
-  R-7
-  R-7*
-  R-D
-  RA-12
-  RA-12*

Parcel ID C036-0002-003
 Sec/Twp/Rng n/a
 Property Address 1220 HWY 113
 Cartersville

Alternate ID 36062
 Class Commercial
 Acreage 0.91

Owner Address WALKER LISAC
 365 TERHUNE ROAD SE
 ROME GA 30161

Item # 3



Overview



Legend

- Parcels
- Structural Numbers**
 - <all other values>
 - Abandoned or Inactive
 - Active
 - Proposed
- Roads**
 - Roads
- Bartow County Zoning**
 - <all other values>
 - BPD (wC)
 - Unknown
 - R7 (wC)
 - R-7
 - A-1
 - A1CU
 - A1 (wC)
 - BPD
 - C-1
 - C1CU
 - C1 (wC)
 - CN
 - CNCU
 - CN (wC)
 - Conditional Use
 - I-1
 - I-2
 - I1CU
 - I1 (wC)
 - I2CU
 - I2 (wC)
 - Incorporated
 - M-1
 - M1CU
 - M1 (wC)
 - O/I
 - Item # 3
 - OI (wC)

Application for Rezoning

City of Cartersville

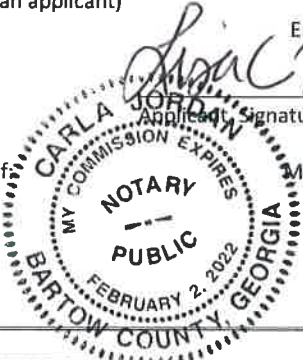
Case Number: Z 20-02

Date Received: 5-22-2020

Public Hearing Dates:

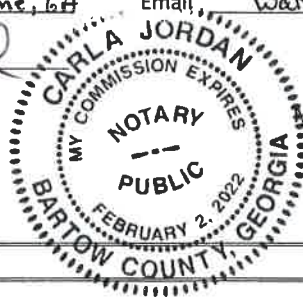
Planning Commission July 7th 5:30pm 1st City Council July 16th 7:00pm 2nd City Council Aug 6th 7:00pm

Applicant Lisa C. Walker Office Phone 770-607-3055
 (printed name)
 Address 365 Terhune Rd. SE Mobile/ Other Phone 706-766-4470
 City Rome State GA Zip 30161 Email wahvet@outlook.com
 Representative's printed name (if other than applicant) F. Lee Perkins Phone (Rep) 770-386-1980
 Email (Rep) lee@leeperkinslaw.com
 Representative Signature [Signature] Applicant Signature [Signature]
 Signed, sealed and delivered in presence of [Signature] My commission expires:
 Notary Public Carla Jordan



Item # 3

* Titleholder Lisa C. Walker Phone 770-607-3055
 (titleholder's printed name)
 Address 365 Terhune Rd. SE Rome, GA Email wahvet@outlook.com
 Signature [Signature]
 Signed, sealed, delivered in presence of: [Signature] My commission expires:
 Notary Public Carla Jordan



Present Zoning District OC Requested Zoning GC
 Acreage 0.908 Land Lot(s) 633 District(s) 04 Section(s) 3
 Location of Property: 1220 West Ave. Cartersville GA 30120 1820 Hwy 113
 (street address, nearest intersections, etc.) C 036-0002-003
 Reason for Rezoning Request: Veterinary Hospital
 (attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: 5-26-2020

Date Two Years Prior to Application: 5-26-2018

Date Five Years Prior to Application: 5-26-2015

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	<u>X</u>
Council Member:		
Ward 1- Kari Hodge	_____	<u>X</u>
Ward 2- Jayce Stepp	_____	<u>X</u>
Ward 3- Cary Roth	_____	<u>X</u>
Ward 4- Calvin Cooley	_____	<u>X</u>
Ward 5- Gary Fox	_____	<u>X</u>
Ward 6- Taff Wren	_____	<u>X</u>
Planning Commission		
Greg Culverhouse	_____	<u>X</u>
Harrison Dean	_____	<u>X</u>
Lamar Pendley	_____	<u>X</u>
Lamar Pinson	_____	<u>X</u>
Travis Popham	_____	<u>X</u>
Jeffery Ross	_____	<u>X</u>
Stephen Smith	_____	<u>X</u>

Item # 3

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.



 Signature

5/26/2020

 Date

F Lee Perkins

 Print Name

**BK:3136 PG:783-784
D2019014508**

After Recording Return To:
Leslie Vaughan Simmons, LLC
1105 North Tennessee Street
Cartersville, GA 30120

PT-61 008-2019-004755

File Number: 19-598
Parcel ID: C036 0002 003

REAL ESTATE
TRANSFER TAX
PAID: \$0.00

FILED IN OFFICE
CLERK OF COURT
11/08/2019 01:08 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA



4779563602
PARTICIPANT ID

Warranty Deed

This indenture made this 29th day of October, 2019 between, **The City of Cartersville, Georgia A Municipal Corporation of the State of Georgia**, as party or parties of the first part, (henceforth referred to as "Grantor"), and **Lisa C. Walker**, as part or parties of the second part, (henceforth referred to as "Grantee").

W I T N E S S E T H that: Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in the City of Cartersville in Land Lots 633 and 634 of the 4th District, 3rd Section of Bartow County, Georgia; and being that certain 0.908 acres designated as Tract 3, as shown on that plat recorded in Plat Book 2019, Page 268, of the Bartow County, Georgia records. Said plat is incorporated herein for a more full and accurate description of the property.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

SPACE FOR CLERK OF SUPERIOR COURT

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which create the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

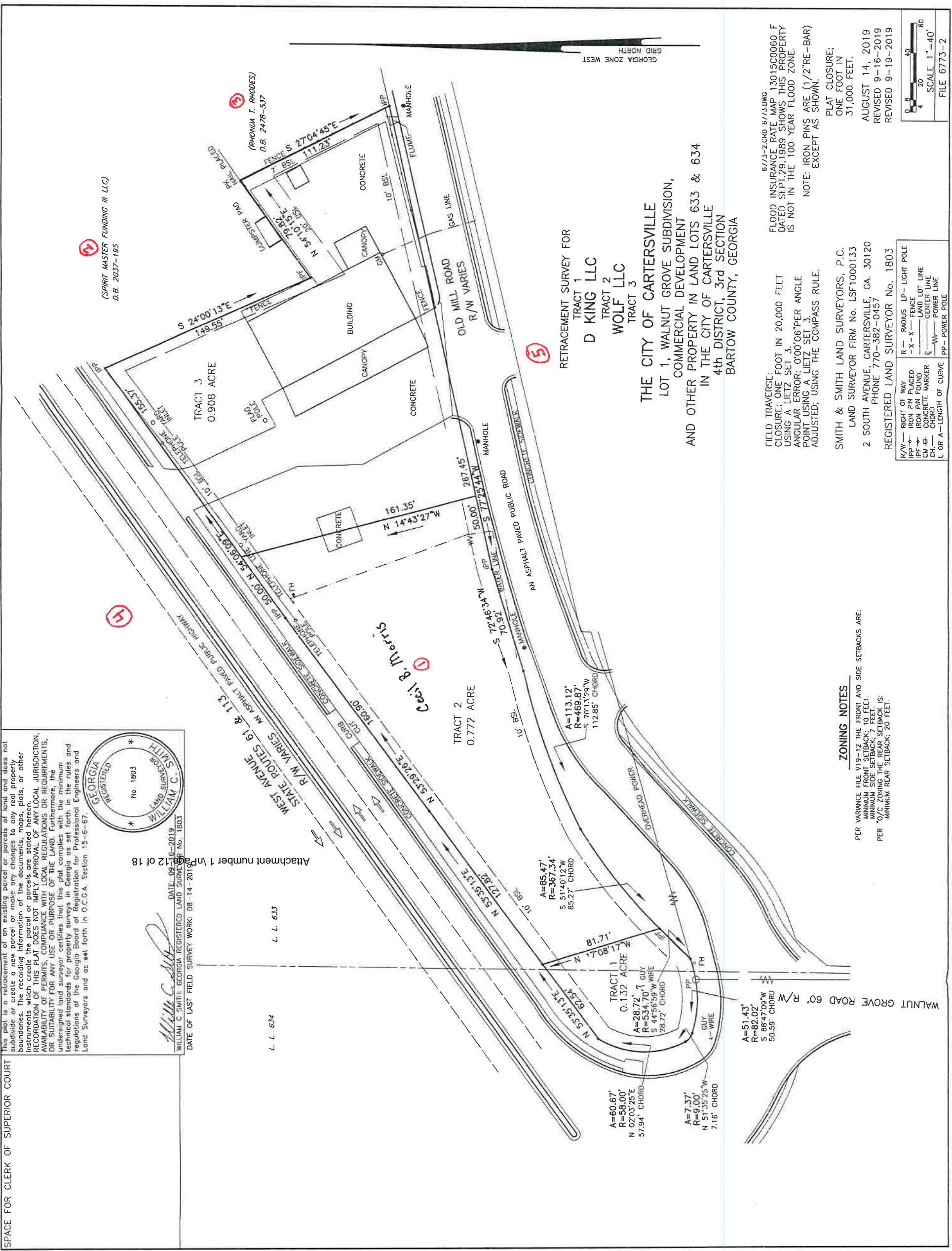


William C. Smith
 WILLIAM C. SMITH: GEORGIA REGISTERED LAND SURVEYOR, No. 1803
 DATE: 08-16-2019
 Attachment number 1 in Page 12 of 18

DATE OF LAST FIELD SURVEY WORK: 08-14-2018

L. L. 634

L. L. 633



(S) (SPIRIT MASTER FUNDING III LLC)
 D.B. 2037-195

(R) (RHONDA T. RHODES)
 D.B. 2478-537

(S) (S) (S)
 Cecil B. Morris

RETRACEMENT SURVEY FOR
 TRACT 1
 D KING LLC
 TRACT 2
 WOLF LLC
 TRACT 3

THE CITY OF CARTERSVILLE
 LOT 1, WALNUT GROVE SUBDIVISION,
 COMMERCIAL DEVELOPMENT
 AND OTHER PROPERTY IN LAND LOTS 633 & 634
 IN THE CITY OF CARTERSVILLE
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

FIELD TRAVERSE:
 CLOSURE: ONE FOOT IN 20,000 FEET
 USING A LIETZ SET 3.
 ANGULAR ERROR: 0'00'06" PER ANGLE
 POINT USING A LIETZ SET 3.
 ADJUSTED; USING THE COMPASS RULE.

NOTE: IRON PINS ARE (1/2" RE-BAR)
 EXCEPT AS SHOWN.

SMITH & SMITH LAND SURVEYORS, P.C.
 LAND SURVEYOR FIRM No. LSF1000133
 2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
 PHONE 770-382-0457
 REGISTERED LAND SURVEYOR No. 1803

ZONING NOTES
 PER VARIANCE FILE V19-12 THE FRONT AND SIDE SETBACKS ARE:
 MINIMUM FRONT SETBACK: 10 FEET.
 MINIMUM SIDE SETBACK: 7 FEET.
 PER O/C ZONING THE REAR SETBACK IS:
 MINIMUM REAR SETBACK: 20 FEET.

R/W — RIGHT OF WAY
 I/P — IRON PIN PLACED
 C/M — CONCRETE MARKER
 CH — CHORD
 L OR A — LENGTH OF CURVE
 R — RADIUS
 LP — LIGHT POLE
 - X - X — FENCE
 ———— LAND LOT LINE
 ———— CENTER LINE
 ———— POWER LINE
 PP — POWER POLE

6/13-2018 6/13.DWG
 FLOOD INSURANCE RATE MAP 13015C0060 F
 DATED SEPT. 29, 1989 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

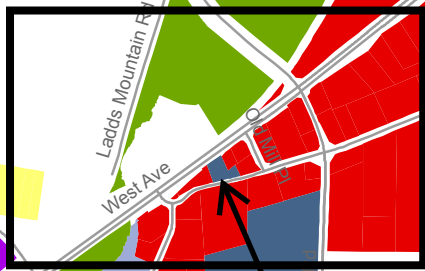
PLAT CLOSURE:
 ONE FOOT IN
 31,000 FEET.

AUGUST 14, 2019
 REVISED 9-16-2019
 REVISED 9-19-2019



FILE 6773-2

FUTURE LAND USE MAP. 2017

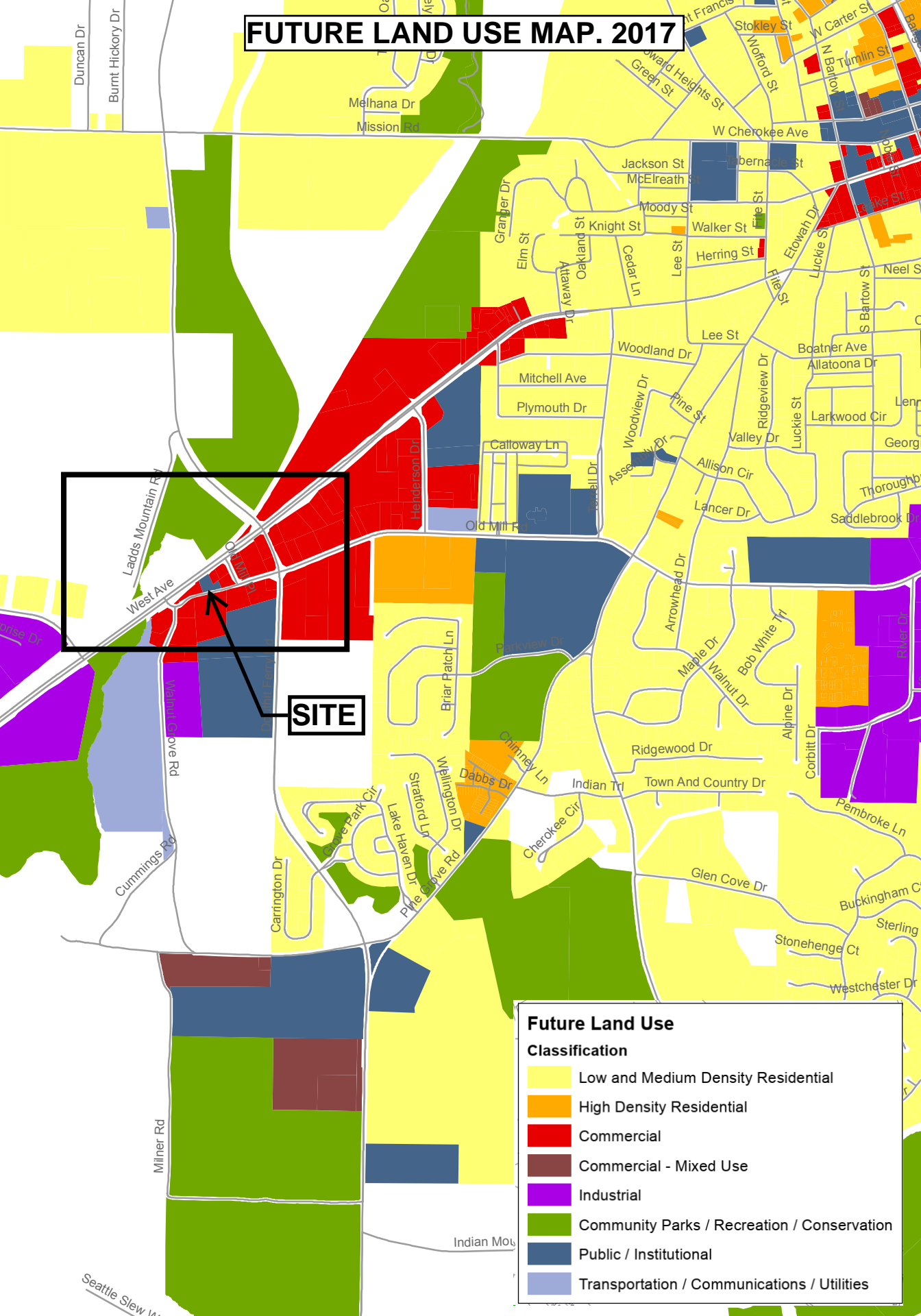


SITE

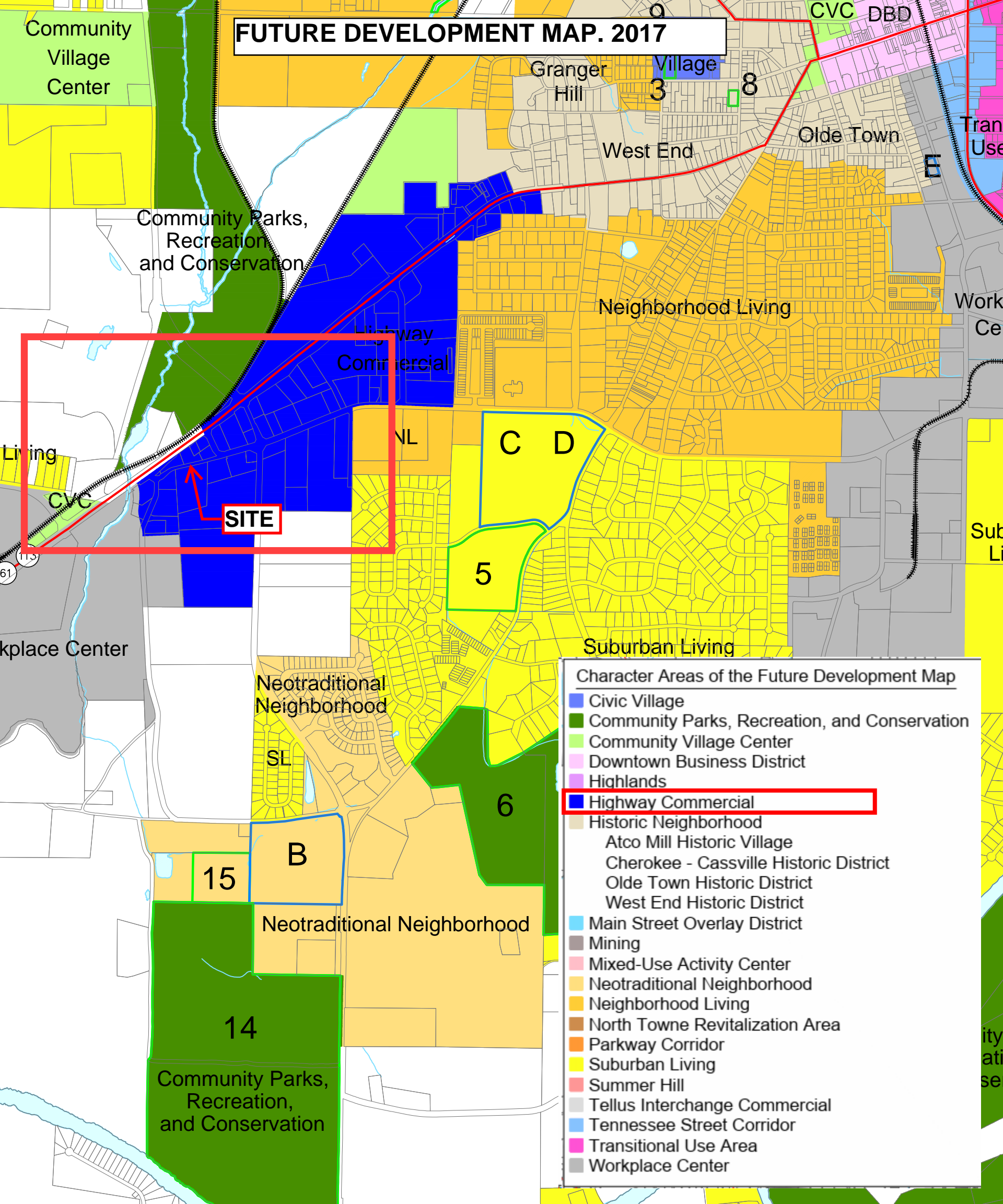
Future Land Use

Classification

- Low and Medium Density Residential
- High Density Residential
- Commercial
- Commercial - Mixed Use
- Industrial
- Community Parks / Recreation / Conservation
- Public / Institutional
- Transportation / Communications / Utilities



FUTURE DEVELOPMENT MAP. 2017



SITE

- Character Areas of the Future Development Map**
- Civic Village
 - Community Parks, Recreation, and Conservation
 - Community Village Center
 - Downtown Business District
 - Highlands
 - Highway Commercial
 - Historic Neighborhood
 - Atco Mill Historic Village
 - Cherokee - Cassville Historic District
 - Olde Town Historic District
 - West End Historic District
 - Main Street Overlay District
 - Mining
 - Mixed-Use Activity Center
 - Neotraditional Neighborhood
 - Neighborhood Living
 - North Towne Revitalization Area
 - Parkway Corridor
 - Suburban Living
 - Summer Hill
 - Tellus Interchange Commercial
 - Tennessee Street Corridor
 - Transitional Use Area
 - Workplace Center











City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM
Quit Claim Deed Release for 313 Jackson St

SubCategory:	Other
Department Name:	Planning and Development
Department Summary Recommendation:	<p>The home at 313 Jackson Street was purchased as part of the “First Time Homebuyers Program”. The applicant, Sebastian Holley, has fulfilled his obligation of five years of ownership as set forth in the program. He has requested the Quit Claim Deed release (see attached) at this time in order to sell said property.</p> <p>This is a standard process and since the applicant has fulfilled his obligation, staff recommends your approval to authorize said release.</p>
City Manager's Remarks:	Your approval of the quit claim deed release for 313 Jackson Street is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Return Recorded Document to:
F. LEE PERKINS, P.C.,
327 E. MAIN ST.
CARTERSVILLE, GA 30120
File #L20615

STATE OF GEORGIA, COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE, Made the _____ day of _____, 2020, between **CITY OF CARTERSVILLE a Municipal Corporation of the State of Georgia**, as party or parties of the first part, hereinafter called Grantor, and **SEBASTIAN HOLLEY** of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Cartersville, and in Land Lot 485 of the 4th District, 3rd Section, Bartow County, Georgia, and being Lot 3, Block D, of the L. G. and McBeth Young Subdivision, as shown by plat thereof recorded at Plat Book 55, Page 180, Bartow County, Georgia, records, which plat is incorporated herein by reference and made a part hereof for a more complete description of the property conveyed.

THIS DEED IS BEING MADE to release the above described property from that certain Deed to Secure Debt from Sebastian Holley to Grantor herein recorded in Deed Book 1735 page 138 and last rerecorded in Deed Book 1816 page 594, Bartow County GA records.

Property address: 313 Jackson Street, Cartersville, GA 30120
Tax Map #: C014-0005-020

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

CITY OF CARTERSVILLE
A Municipal Corporation of the State of Georgia

Signed, sealed and delivered in the presence of: _____ (Seal)
Name/Title

(Unofficial witness) Name/Title: _____ (Seal)

(Notary Public)

THIS DEED IS BEING RE-RECORDED FOR THE PURPOSE OF CORRECTING THE GRANTEE'S NAME AND ADDRESS

FILED FOR RECORD
2004 MAY 14 AM 8:28
GARY BELL, C.S.C.
BARTOW COUNTY, GA.

FILED FOR RECORD
2003 NOV 26 AM 8:33
GARY BELL, C.S.C.
BARTOW COUNTY, GA.

FILED FOR RECORD
2004 JUL -9 PH 4:15
GARY BELL, C.S.C.
BARTOW COUNTY, GA.

GEORGIA INTANGIBLE TAX P.D.

\$30.00

Gary Bell
GARY BELL, C.S.C.
CLERK OF SUPERIOR COURT
BARTOW COUNTY

Return to:
Denise Tiley
Tiley & Deems, LLC
P. O. Box 2043
Cartersville, GA 30120-1700

STATE OF GEORGIA
COUNTY OF BARTOW

DEED TO SECURE DEBT

THIS INSTRUMENT, is made on September 2, 2003, between SEBASTIAN HOLLEY Grantor, and
ADUSING AND BEVEL CAMPBELL CHIEF OF POLICE OF BARTOW BOYD WOOD/ ELMORE/ JICKEL/ LINDSEY &
ZIG STUBBS/ JEFF BARTON/ JIM/ GREGORY/ 36120.
CITY OF CARTERSVILLE, GRANTEE, WHOSE ADDRESS IS P. O. BOX 1390, CARTERSVILLE, GA 30120

WITNESSETH, That Grantor, for and in consideration of the sum of TEN THOUSAND AND NO/100
DOLLARS (U.S.\$10,000.00), in hand paid at and before the sealing and delivery of these presents, the receipt
whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents
does grant, bargain, sell, alien, convey and confirm unto the said Grantee, and assigns, the following described property,
to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 485 of the 4th District, 3rd
Section of Bartow County, Georgia; and being Lot 3 of L.G. and McBeth Young, as per plat recorded
in Plat Book 55, page 180, Bartow County, Georgia Records, which plat by reference is incorporated
herein and made a part hereof.

If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent,
Lender may, at its option, require immediate payment in full of all sums secured by this security instrument.

This conveyance is to be construed under existing laws of the State of Georgia as a deed passing title, and not as a
mortgage, and is intended to secure the payment of all sums secured hereby, with the full debt, if not paid earlier, due
and payable on **SEPTEMBER 2, 2008**.

A default under this agreement or under any other instrument heretofore or hereafter executed by Borrower to Lender
shall at the option of Lender constitute a default under any one or more, of all instruments executed by Borrower to
Lender. Borrower's Notes secured hereby are made a part hereof.

It is the intention of the parties to create a perpetual or indefinite security interest in the real property described herein
pursuant to O.C.G.A. Section 44-14-80(a)(2) and to agree that title shall not revert to the Grantor herein for a period which
is the longer of seven (7) years from the date of maturity of the debt secured hereby or twenty (20) years from the date of
this conveyance. It is the intention of this instrument to secure not only the indebtedness hereinabove described along
with any and all renewals and extensions thereof, in whole or in part, but also any and all other and further indebtedness
now owing or which may hereafter be owing, however incurred, to Grantee, its successors and assigns, by Grantor and
Grantor's successors in title. Any one of several persons named as Grantee herein or their assigns may receive payment

00181580594

00179580079

00173580138



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM

Annual Assessment for Membership in the Northwest Georgia Regional Commission

SubCategory:	Other
Department Name:	Administration
Department Summary Recommendation:	This is the annual dues request for membership and participation in the Northwest Georgia Regional Commission. The total is \$21,760 for fiscal year July 1, 2020 through June 30, 2021.
City Manager's Remarks:	This is our share of payment toward the Northwest Georgia Regional Commission. The invoice is above \$5,000 and therefore requires Council authorization. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Northwest Georgia Regional Commission**INVOICE**

PO Box 1798
 Rome, Georgia 30162-1798
 (706) 295-6485

DATE: 7/01/2020
NUMBER: 1777

TO:
 City of Cartersville
 PO Box 1390
 Cartersville, GA 30120

FOR:
 Membership and participation in the
 Northwest Georgia Regional Commission

Description	Amount						
<p>Annual assessment for the Fiscal Year July 1, 2020 through June 30, 2021</p> <table data-bbox="607 873 964 940"> <tr> <td>Population</td> <td>x</td> <td>Dues Rate</td> </tr> <tr> <td>21,760</td> <td>x</td> <td>1.00</td> </tr> </table> <p>Source: U.S. Census Bureau, Population Division Population Estimates as of July 1, 2019</p> <p>Please make payment to: Northwest Georgia Regional Commission P.O. Box 1798 Rome, GA 30162-1798</p>	Population	x	Dues Rate	21,760	x	1.00	<p>21,760.00</p>
Population	x	Dues Rate					
21,760	x	1.00					
<p>DUE UPON RECEIPT</p>	<table data-bbox="1068 1822 1500 1940"> <tr> <td>Invoice Total</td> <td>21,760.00</td> </tr> <tr> <td>Amount Paid</td> <td>0.00</td> </tr> <tr> <td>Balance Due</td> <td>21,760.00</td> </tr> </table>	Invoice Total	21,760.00	Amount Paid	0.00	Balance Due	21,760.00
Invoice Total	21,760.00						
Amount Paid	0.00						
Balance Due	21,760.00						

Item # 5

NWGRC

NORTHWEST GEORGIA REGIONAL COMMISSION

A Region With A Bright Future

Rome Office: P.O. Box 1798, Rome, Georgia 30162-1798 Phone (706) 295-6485 www.nwgrc.org
RC Fax (706) 295-6665 AAA Fax (706) 802-5508 WIA Fax (706) 802-5567

Dalton Office: 503 West Waugh Street, Dalton, Georgia 30720 Phone (706) 272-2300 Fax (706) 272-2253

July 1, 2020

Honorable Matt Santini
Mayor of Cartersville
P. O. Box 1390
Cartersville, GA 30120-1390

Dear Matt:

As the Northwest Georgia Regional Commission (NWGRC) is now entering a new fiscal year, we proudly look back upon the past year, with our progress and strong local government leadership and support. This year, unlike any other, we are faced with challenges and uncertainties due to the coronavirus pandemic. Local officials are faced with making multiple and significant decisions. But, we remain optimistic about the future, with its changes and opportunities.

The NWGRC is proof that "*working together*" does work, and in coming together and pooling our resources, we unite to address our complex issues and needs. We remain committed to being accessible and responsive to all local governments and people of the region. Providing effective, high quality, and efficient services is important to us.

Just as the work of the NWGRC is ongoing, so are our financial needs, which means that it is again time to send out statements for annual dues. **THANK YOU!** for your continued faithful support! Please call upon us whenever we can be of any assistance.

Sincerely,



Ted M. Rumley, Chairperson



Lloyd Frasier, Executive Director

TMR:LF:bs

Enclosure

cc: Ms. Tamara Brock, City Manager
Ms. Meredith Ulmer, City Clerk
Mr. Thomas C. Rhinehart, City Finance Director

Item # 5

Regional Planning Economic Development Area Agency on Aging Workforce Investment Program

*An Equal Opportunity Employer / Programs
Auxiliary Aids / Services Available Upon Request to Individuals with Disabilities*



City of Cartersville

**City Council Meeting
8/6/2020 7:00:00 PM
CARES Act Grant Funding**

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	The acceptance of this resolution will authorize the execution of the Coronavirus Relief Fund (CRF) terms and conditions agreement and the acceptance of grant payments. The resolution will also serve to direct and authorize the person identified as the official representative or designee of the City to act in connection with the grant application.
City Manager's Remarks:	Your approval of the resolution for the CARES Act Grant Funding is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO: _____

A RESOLUTION OF THE CITY OF CARTERSVILLE TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measure approach with local governments across the State of Georgia;

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor's Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding;

WHEREAS, OPB has created and will administer a grant management system, Georgia CARES, which local governments, including the City shall utilize in order to received allocations and disbursements of CRF funding; and

WHEREAS, the OPB and the State of Georgia, require formal, official action of the City governing authority so that the CRF funding may be disbursed to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA:

Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions. The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

Section 2. Other Actions Authorized. The City hereby directs and authorizes the Mayor of the City of Cartersville or the designee of the Mayor to act in connection with the Grant application and to provide such additional information as may be required by OPB, federal, or state government.

Section 3. City Attorney. The City, by and through its governing authority, hereby acknowledges that it has had its legal counsel review the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Section 4. Repealer. All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

Section 5. Effective Date; Severability. This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this resolution, then this resolution shall stand as an official act of the governing authority of the City approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this _____ day of _____, 2020.

ATTEST:

/s/ _____
Julia Drake, City Clerk
City of Cartersville, Georgia

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A, 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Cartersville city

Street Address

1 North Erwin Street

City

State

Zipcode

Cartersville

GA

30120

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

cares@opb.georgia.gov

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

4. Property and Procurement Requirements

3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

5. Audit and Records Requirements

4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

7. Financial Requirements

6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available , up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Jurisdiction: Cartersville city

Advance Amount: \$341,725.70

Total Amount: \$1,139,085.66

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Tom Rhinehart
 Title: Finance Director
 Email: trhinehart@cityofcartersville.or
 Phone Number: 770-387-5615

2. Authorized User Two (Optional)

Name: Tamara Brock
 Title: City Manager
 Email: tbrock@cityofcartersville.org
 Phone Number: 770-387-5684

[EXHIBITS AND SIGNATURE PAGE FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and
Drug-Free Workplace Requirements

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: Matt Santini
(Authorized Representative of Grantee)

Signature: Matthew J Santini
Matthew J Santini (Jul 24, 2020 16:05 EDT)

Title: Mayor

Date: Jul 24, 2020

EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, **Matt Santini** (Print Name), am the **Mayor** (Title) of **Cartersville city** (“County”/“Municipality”) and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality’s proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:
 - a. Are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: Matt Santini
(Authorized Representative of Grantee)

Signature: *Matthew J. Santini*
Matthew J Santini (Jul 24, 2020 16:05 EDT)

Title: Mayor

Date: Jul 24, 2020

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

MJS
MJS

Exhibit A – Grantee Assurances

MJS
MJS

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

MJS
MJS

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: Matt Santini
(Authorized Representative of Grantee)

Signature: Matthew J Santini
Matthew J Santini (Jul 24, 2020 16:05 EDT)

Title: Mayor

Date: Jul 24, 2020

SIGNATURE PAGE



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM
Local Maintenance Improvement Grant (LMIG)

SubCategory:	Grant Application/Acceptance
Department Name:	Public Works
Department Summary Recommendation:	<p>Public Works is seeking permission for the Mayor to sign the GDOT FY2021 Local Maintenance Improvement Grant (LMIG) cover letter and any grant application related documents. We are proposing to resurface 4.23 miles of city streets which includes Center Road, Martin Luther King Jr Drive, Anderson Street, Pittman Street, Ford Street and Walnut Grove Road.</p> <p>The grant amount this year is \$252,241.77 and the estimated cost of the project is \$740,000. The balance will come from 2020 SPLOST Road, Streets, Sidewalks, Bridges and Stormwater Improvements Category.</p> <p>This grant requires a 30% local match, and this is a budgeted item. We recommend approval of this grant application.</p>
City Manager's Remarks:	Your approval of the LMIG application is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

O F F I C E O F T H E M A Y O R

August 6, 2020

Carla Ham, District Six Local Grants Engineer
Georgia Department of Transportation
P.O. Box 10
Cartersville, GA 30120

Re: FY 2021 LMIG Application Cover Letter

Dear Ms. Ham:

Please find our FY 2021 LMIG Application, Status Report and Project List attached. The projects we are requesting are for the resurfacing of six City Streets and the associated project inspection.

If there is any additional information you need or any further action required on our part, please do not hesitate to contact us.

Sincerely,

Matthew J. Santini
Mayor

CC: Tommy Sanders, Public Works Director



"Providing dependable service while preserving an exceptional quality of life."

P.O. Box 1390 • One North Erwin Street • Cartersville, Georgia 30120
Telephone: 770-387-5684 • Fax: 770-386-5841 • www.cityofcartersville.org



Item # 7

**City of Cartersville
FY 2020 LMIG Project List**

Priority	Road Name	Length(FT)	Begin	End	Type of Work	Project Costs	Scheduled
1	Center Road	9100	Pvmt Jt @ SR 3	City Limits	Resurfacing, mill existing curb	\$ 305,000.00	Summer 2021
2	Martin Luther King Jr Drive	4595	Just past Aldi driveway	North Ave	Mill, Resurface	\$ 176,000.00	Summer 2021
3	Anderson Street	940	MLK JR Dr	dead end	Spot Level, Resurface	\$ 18,000.00	Summer 2021
4	Pittman Street	340	Anderson Street	dead end	Spot Level, Resurface	\$ 6,000.00	Summer 2021
5	Ford Street	600	MLK JR Dr	Johnson Street	Resurface	\$ 16,000.00	Summer 2021
6	Walnut Grove	6750	Douthit Ferry Road	Old Mill Road	Resurfacing, mill existing curb, deep patch	\$ 210,000.00	Summer 2021
	Engineering and Inspection					\$ 9,000.00	Summer 2021
		22325				\$ 740,000.00	

4.23 miles

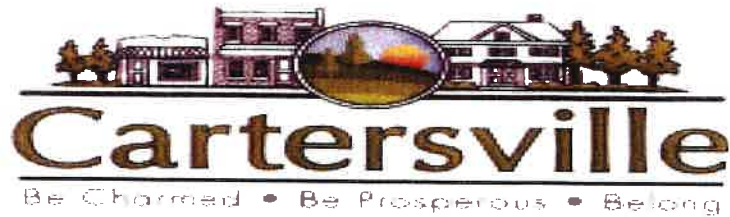


City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM
Contract Renewals

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>This item includes the renewal contracts for Parks and Rec Program Providers. The contracts for each of the listed providers are attached for your reference. The list below includes their program and the percentage of revenue that will be given back to the City:</p> <ol style="list-style-type: none">1) Belle Femme USA LLC (Yoga) - 30% if class held at a City facility and 10% if class held at their facility.2) Cartersville Senior Fit (Silver Sneakers) - 10%3) Elite Athletics Inc (Baseball - Ages 3-7; Clinics; Camps; Girls Softball League) - 20%4) Halftime Sports (Basketball; Clinics; Camps) - 20%5) N GA Rec (Lacrosse League; Clinics; Camps; Flag Football League; General and Sport Specific Camps; Girls Field Hockey) - 10%6) Top Shelf Food and Beverage Management LLC (Concessions) - 15%7) WIRE2WIRE Running LLC (Running and Running Related Program Services) - 25%
City Manager's Remarks:	Tom Gilliam will present the 7 contracts Thursday evening for providers of Parks and Rec programming. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

<u>PROVIDERS</u>		<u>PROGRAMS</u>	<u>% to CITY</u>
1	Belle Femme USA LLC	Yoga Classes	30% if held at City Facilities;
			10% at Belle Femme Facility
2	Cartersville Senior Fit	Silver Sneakers Classes	10%
3	Elite Athletics, Inc	Baseball League (Ages 3-7), Clinics, Camps, Girls Softball League	20%
4	Halftime Sports LLC	Basketball Leagues, Clinics, Camps	20%
5	N GA Rec	Lacrosse League, Clinics, Camps (Boys & Girls) Flag Football League General and Sport Specific Camps Girls Field Hockey	10%
6	Top Shelf Food and Beverage Management LLC	Concessions	15%
7	WIRE2WIRE Running LLC	Running and Running Related Program Services	25%



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2020, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

BELLE FEMME USA LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

- 1.1 PROVIDER shall conduct services generally described as **YOGA CLASSES** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Goodyear Clubhouse – 3 Goodyear Avenue, Cartersville.
- 1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- 1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT". will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***
- 1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.
- 1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

Parks and Recreation Agreement for Outside Providers

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER'S techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY'S and DEPARTMENT'S policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER'S charge.

Parks and Recreation Agreement for Outside Providers

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0

Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

Parks and Recreation Agreement for Outside Providers

ARTICLE 3.0
Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0
Compensation and Method of Payment

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **30%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **70%** of such fees paid, exclusive of the non-resident surcharge (for CITY programs that are run within Parks Facilities). The CITY shall be entitled to a commission consisting of **10%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **90%** of such fees paid, exclusive of the non-resident surcharge (for CITY programs that are run within the Belle Femme Barre Facility). The non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business. that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the

Parks and Recreation Agreement for Outside Providers

PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0

Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless

Parks and Recreation Agreement for Outside Providers

and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident \$500,000 Disease-policy limit \$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0
Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2021**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

Parks and Recreation Agreement for Outside Providers

ARTICLE 8.0
Indemnification

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0
Americans with Disabilities Act

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

Parks and Recreation Agreement for Outside Providers

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:


MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

Debra R. Herron

BY: 
NAME: DESSIE DANIELL
TITLE: PRESIDENT
COMPANY: BELLE FEMME USA LLC



[AFFIX CORPORATE SEAL]

Parks and Recreation Agreement for Outside Providers

EXHIBIT "A"**PROGRAM REQUEST FORM**

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. **Use one form per program**

Name of Program: Belle Femme Studios (yoga + barre)

Participant Ages: adults

Day/s of the week program is offered: Saturday

Time of Program: 9:00 AM to 10:00 AM

Program Dates: August 1 to indefinite

Program Fee: \$16/class

Program Enrollment: Minimum 5 Maximum _____

Materials to be supplied by participants: yoga props

Materials to be supplied by PROVIDER: ~~_____~~

Materials to be supplied by CITY: _____

> more times TBI
- weekday morning
or evening
class
- lunchtime class

Additional Program Requirements: _____

PROVIDER ('s) Name: Belle Femme USA LLC

Address: 700 Douthit Ferry Rd., STE 5730

City/State/Zip Code: Cartersville, GA 30120

Phone Number: (Day) (770) 878-1199 (Evening) _____

(E-mail): bellefemmeusa@gmail.com (Fax) _____

Minimum Requirements:

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Background Check

Office Use Only:

Program Rate: \$ _____

of programs in Session: _____



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2020, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

CARTERSVILLE SENIOR FIT hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **SILVER SNEAKER CLASSES** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Goodyear Clubhouse – 3 Goodyear Avenue, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

Parks and Recreation Agreement for Outside Providers

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER'S techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY'S and DEPARTMENT'S policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER'S charge.

Parks and Recreation Agreement for Outside Providers

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0

Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

Parks and Recreation Agreement for Outside Providers

ARTICLE 3.0
Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0
Compensation and Method of Payment

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **10%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **90%** of such fees paid, exclusive of the non-resident surcharge. The non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

Parks and Recreation Agreement for Outside Providers

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0

Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

Parks and Recreation Agreement for Outside Providers

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident \$500,000 Disease-policy limit \$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0
Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2021**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

Parks and Recreation Agreement for Outside Providers

ARTICLE 8.0
Indemnification

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0
Americans with Disabilities Act

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

Parks and Recreation Agreement for Outside Providers

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

Debra R. Herron

BY: Julie Schoomaker
NAME: JULIE SCHOOMAKER
TITLE: PRESIDENT
COMPANY: CARTERSVILLE ACTIVE FIT



[AFFIX CORPORATE SEAL]

Parks and Recreation Agreement for Outside Providers

EXHIBIT "A"**PROGRAM REQUEST FORM**

*Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. **Use one form per program***

Name of Program: Cartersville Senior Fit

Participant Ages: All ages / Recommended 50 and over

Day/s of the week program is offered: Weekly

Time of Program: 10:00 am to 11:00 am

Program Dates: _____ to _____

Program Fee: SilverSneakers members free / non-members \$3

Program Enrollment: Minimum 10 Maximum 50 per class

Materials to be supplied by participants: Comfortable and safe clothing and footwear

Materials to be supplied by PROVIDER: Resistance bands, 5" balls

Materials to be supplied by CITY: chairs for each participant

Additional Program Requirements: _____

PROVIDER ('s) Name: Cartersville Senior Fit / Julie Schoomaker

Address: 4 Bobwhite Trail

City/State/Zip Code: Cartersville, GA 30120

Phone Number: (Day) 423-503-9941 (Evening) _____

(E-mail): _____ (Fax) _____

Minimum Requirements:

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Background Check

Office Use Only:

Program Rate: \$ _____

of programs in Session: _____



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2020, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

ELITE ATHLETICS, INC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **BASEBALL (AGES 3-7) AND GIRLS FAST-PITCH SOFTBALL LEAGUES, CLINICS AND CAMPS** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and an additional surcharge of \$20 for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

Parks and Recreation Agreement for Outside Providers

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

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Parks and Recreation Agreement for Outside Providers

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Parks and Recreation Agreement for Outside Providers

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Parks and Recreation Agreement for Outside Providers

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Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0
Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Parks and Recreation Agreement for Outside Providers

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
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PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

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A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident \$500,000 Disease-policy limit \$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0

Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

Parks and Recreation Agreement for Outside Providers

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2021**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0

Indemnification

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0

Americans with Disabilities Act

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

Parks and Recreation Agreement for Outside Providers

ARTICLE 10.0**Miscellaneous**

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

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10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

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Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

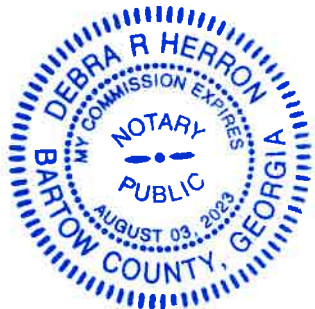
BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

Debra R. Herron

BY: _____
NAME: JAMIE CRANE
TITLE: MANAGER AND REGIONAL DIRECTOR
COMPANY: ELITE ATHLETICS, INC



[AFFIX CORPORATE SEAL]

Parks and Recreation Agreement for Outside Providers

EXHIBIT "A"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program

Name of Program: Elite Sluggers Tee Ball + Coach Pitch

Participant Ages: 4-8

Day/s of the week program is offered: Monday, Tuesday, Thursday

Time of Program: 5:30 pm to 8:30 pm

Program Dates: Sept 9 2020 to Oct 13, 2020

Program Fee: \$90 Reg - uniform TBD approx \$20

Program Enrollment: Minimum 125 Maximum 500

Materials to be supplied by participants: Helmet, Bat, Glove, Cleats, Pants

Materials to be supplied by PROVIDER: Jersey, Hat, Bats, Tees, Throw Down Bases, Insurance, Field Director Program Dir.

Materials to be supplied by CITY: Fields, Bases, Chalk, Paint

Additional Program Requirements: None

PROVIDER (s) Name: Elite Athletics Inc.

Address: 33 Twelve Oaks Dr SE

City/State/Zip Code: Cartersville, GA 30120

Phone Number: (Day) 770-876-4205 (Evening) same

(E-mail): teamelite-jc@gmail.com (Fax) _____

Minimum Requirements:

1,000,000 General Liability Insurance

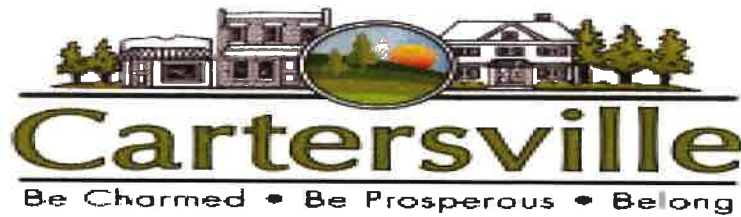
Letter(s) of Recommendation

Background Check

Office Use Only:

Program Rate: \$ _____

of programs in Session: _____



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2020, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

HALFTIME SPORTS hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **BASKETBALL LEAGUES AND CAMPS** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and an additional surcharge of \$20 for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

Parks and Recreation Agreement for Outside Providers

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

Parks and Recreation Agreement for Outside Providers

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0 **Equipment & Materials**

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

Parks and Recreation Agreement for Outside Providers

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0

Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0

Compensation and Method of Payment

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **20%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **80%** of such fees paid, exclusive of the non-resident surcharge. The non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

Parks and Recreation Agreement for Outside Providers

ARTICLE 5.0**Independent PROVIDER**

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

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Parks and Recreation Agreement for Outside Providers

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Parks and Recreation Agreement for Outside Providers

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Parks and Recreation Agreement for Outside Providers

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Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

Carol Gahafer

BY: *Kim Coleman*

NAME: KIM COLEMAN
TITLE: PRESIDENT
COMPANY: HALFTIME SPORTS



[AFFIX CORPORATE SEAL]



SEASON

- Registration Opens September 1, 2020 Closes: October 26, 2020
- Season: December 5, 2020 – February 13, 2021
- Practices begin in November 2020
- **8** Regular Season Games & **Playoff** for Top 4 Teams
- Player Evaluations, October 25, 2020 @ Aubrey Upper Street Gym (Time to be announced)
- Draft: Head Coaches will select players/teams (Draft Nights November 2nd, 3rd, and 4th)

TEAMS

- 6U (co-ed), 8U (co-ed), 10U, 12U, 14U, High School (High school teams select their own teams)
- Will have co-ed divisions only if we do not have enough girls or boys to complete a full division
- 8-9 players per team
- Player Request are not guaranteed but will be taking into consideration
- Teams are selected based on Evaluations
- Jerseys provided to each player

PRACTICES

- Practices are determined by the Head Coach, not the parents!
- Practices are two nights per week, one hour and are determined by the Head Coach (Coach selects time, location and date for practices)
- Practices Practice/Game Locations: Aubrey Street Gym, John H. Morgan Gym.

MEDIA

- Media provided by TwinSportsTV
- Certain games are streamed via YouTube video
- Games/Results & game pictures will be posted on Twitter (@Halftime_sportz), **Halftime Sports app** and website



iPhone

<https://itunes.apple.com/us/app/halftime-sports/id968935679?mt=8>

Droid

<https://play.google.com/store/apps/details?id=com.exposure.halftimesports>

REGISTRATION

Online only!

No multiple siblings discount

Must be registered and participate in evaluations to be placed on a team

Evaluations TBA

TWITTER

<https://twitter.com/home>

Get game results, scores and more!

INCLEMENT WEATHER

Games and/or practices may be postponed due to inclement weather. If so, new game date(s), times and locations will be posted at

www.halftimesports.net and Halftime Sports app

COACHES

We need high-quality people willing to coach our City of Cartersville stud basketball players. Send request to info.halftimesports@gmail.com

League Fee: Only \$100

Send all questions to info.halftimesports@gmail.com

Limited Enrollment

“Great Preparation for Winter hoops programs”

The Spalding-Halftime Sports **SUNDAY FALL Development Basketball Program (presented by City of Cartersville)** is for players who want to improve their overall game in a controlled, game-like condition while being taught and coached the fundamentals of basketball in a fun environment. The Halftime Sports/City of Cartersville Sunday FALL Development Basketball Program promotes leadership skills amongst players and promises equal playing time with all players. This unique hoop vehicle allows a place for players to “Just” play, be creative and enhance their skills.

Our instructors will provide a pre-game development session and then start the games. Players will play in age-specific groups and will be assigned teams, which will play every Sunday Night in an organized, professional and safe environment.

This will be the best, exciting overall development of basketball a player can receive during the Fall season. **If your player wants to play better in his/her rec league, feeder team or high school team, then this is for Him/Her!**

When: Sunday Afternoon

Dates: August 16 – September 27, 2020 (6 Exciting Weeks, excludes Labor Day)

Times: (Each age group will play in a predetermined time slot for one hour each week)

- **2:00 pm K – 2nd**
- **3:00 pm 3rd – 4th**
- **4:00 pm 5th – 6th**
- **5:00 pm 7th – 8th**
- **6:00 pm High School (great preparation for tryouts)**

Location: TBD

Age Groups: 1st – 10th (Players will play in age-specific groups)

Boys and Girls (Co-ed)

Cost: Only \$150



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2020, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

NEWTOWN RECREATION, INC dba NORTH GEORGIA REC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.0

PROVIDER's Services and Responsibilities

1.1 PROVIDER shall conduct services generally described as **LACROSSE CLINICS/LEAGUES (BOYS AND GIRLS), GIRLS FIELD HOCKEY CLINICS/LEAGUES, FLAG FOOTBALL LEAGUE, GENERAL and SPORTS SPECIFIC SUMMER CAMPS** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

Parks and Recreation Agreement for Outside Providers

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in **(Exhibit "A")**. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

Parks and Recreation Agreement for Outside Providers

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0 **Equipment & Materials**

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

Parks and Recreation Agreement for Outside Providers

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0

Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0

Compensation and Method of Payment

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **10%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **90%** of such fees paid, exclusive of the non-resident surcharge. The non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

Parks and Recreation Agreement for Outside Providers

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0
Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Parks and Recreation Agreement for Outside Providers

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0 **Term and Termination**

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

Parks and Recreation Agreement for Outside Providers

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2021**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0 **Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0 **Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

Parks and Recreation Agreement for Outside Providers

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

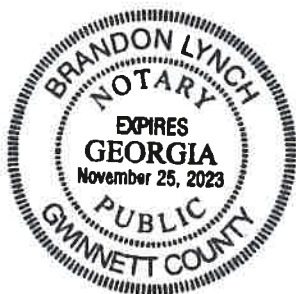
PROVIDER:

NOTARY:

Brandon Lynch

BY: Brandon Allen

NAME: BRANDON ALLEN
TITLE: EXECUTIVE DIRECTOR
COMPANY: NEWTOWN RECREATION dba N GA REC
[AFFIX CORPORATE SEAL]



Parks and Recreation Agreement for Outside Providers

EXHIBIT "A"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program

Name of Program: Winter Flag Football

Participant Ages: 6-18

Day/s of the week program is offered: Weekday Practices, Weekend Games

Time of Program: 9-5pm-9pm to 6-8am-5pm

Program Dates: November 16th to February 14th

Program Fee: \$125 - \$165

Program Enrollment: Minimum 40 Maximum 400

Materials to be supplied by participants: Mouthguard

Materials to be supplied by PROVIDER: Balls, cones, flags

Materials to be supplied by CITY: Field

Additional Program Requirements: _____

PROVIDER ('s) Name: Newtown Recreation

Address: 2755 Laurelwood Lane

City/State/Zip Code: Alpharetta, GA 30009

Phone Number: (Day) 678 297-2662 (Evening) 678 860-3102

(E-mail): brandon@newtownprcc.com (Fax) _____

Minimum Requirements:

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Background Check

Office Use Only:

Program Rate: \$ _____

of programs in Session: _____

Parks and Recreation Agreement for Outside Providers

EXHIBIT "A"**PROGRAM REQUEST FORM**

*Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. **Use one form per program***

Name of Program: Youth LacrosseParticipant Ages: 6-14Day/s of the week program is offered: Weekend Clinics OnlyTime of Program: Afternoons to _____Program Dates: September to NovemberProgram Fee: TBDProgram Enrollment: Minimum 10 Maximum 65Materials to be supplied by participants: Mouthguard, Sticks, gogglesMaterials to be supplied by PROVIDER: Balls, Cones, Extra SticksMaterials to be supplied by CITY: Field, Goals

Additional Program Requirements: _____

PROVIDER ('s) Name: Newton RecreationAddress: 2755 Laurelwood LaneCity/State/Zip Code: Alpharetta, GA 30009Phone Number: (Day) 678 297-2662 (Evening) 678 860-3102(E-mail): brandon@newtonrec.com (Fax) _____**Minimum Requirements:**

1,000,000 General Liability Insurance

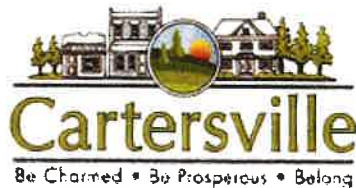
Letter(s) of Recommendation

Background Check

Office Use Only:

Program Rate: \$ _____

of programs in Session: _____



CITY OF CARTERSVILLE

PARKS & RECREATION DEPARTMENT

AGREEMENT FOR CONCESSION STAND OPERATOR

THIS IS AN AGREEMENT, made this _____ day of _____, 2020, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

TOP SHELF FOOD AND BEVERAGE MANAGEMENT LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

WITNESSTH:

THAT WHEREAS, the City of Cartersville is the owner of the Parks & Recreation Department's facilities, upon which are located concession stands used for the sale of concessions to the users of the park; and **WHEREAS**, the City of Cartersville has determined that the most feasible method of providing concessions for these facilities is by contracting the same to one operator under the terms and conditions hereinafter defined: and

WHEREAS, the CITY has made due and proper advertisement of the nature and terms of this Contract and has accepted the proposal of PROVIDER.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations hereinafter set forth, the CITY and PROVIDER hereby agree to the terms and conditions hereinafter set forth:

1. Description: Concession rights at all of the City of Cartersville Parks & Recreation Department facilities.

2. Terms of Contract: Agreement will begin as of the _____ day of July, 2020 and will exist and continue through 30th day of June, 2021.

3. Contract Amount: 15% per month of the gross revenue of all concession stand operations will be paid upon execution and a same amount on or before the fifth (5th) day of each month thereafter that the concessions stand will be in operation including the supporting documentation on the total sales for each location to the CITY to the attention of the Parks & Recreation Director, 100 Pine Grove Road, P.O. Box 1390, Cartersville GA 30120.

4. General Terms and Conditions:

(a) PROVIDER will provide concessions (or shall make arrangements for doing so) during all practices, games and tournaments played at any of the Parks & Recreation Department's facilities and exceptions will require prior approval of the City of Cartersville Parks & Recreation Director.

(b) Prices of concessions, or updates to pricing, must be submitted to the Parks & Recreation Director for approval.

(c) PROVIDER will maintain the areas around the concession site within ten (10) feet thereof in a clean and orderly manner, picking up all trash, litter or debris and depositing the same in receptacles provided by Owner for that purpose.

(d) PROVIDER shall be responsible for the entire operation of concessions at each Parks & Recreation facility and in connection therewith shall (1) provide all equipment required; (2) keep concession area and equipment in a safe and sanitary condition and meet all health standards of the City/County Health Department and/or State of Georgia; (3) maintain the facility in as good condition as the same area in the beginning of this Agreement, fair wear and tear excepted.

(e) All service performed by the PROVIDER shall be prompt and courteous.

(f) CITY shall provide all utilities required to operate the premises, PROVIDER's contribution thereto being included in the rental hereinabove established.

(g) No alterations, additions or improvements to the concession facility shall be made without written permission and authority of the CITY.

(h) This agreement may not be assigned or sublet by the PROVIDER without the prior written consent of the CITY.

(i) Should PROVIDER violate any term or provision of this Contract, and fail to remedy the same within thirty (30) days' notice after default, CITY may immediately terminate the contract.

(j) Contract can be terminated by either party with a thirty (30) day written notice to the other party.

(k) CITY will maintain property and liability insurance on all facilities. PROVIDER shall obtain and show evidence of the Certificate of Liability Insurance by the delivery of the applicable insurance policy to the Parks & Recreation Director, listing the City of Cartersville as additional insured.

(l) IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

(m) E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

(n) INSURANCE - PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

- | | | |
|----|----------------------|---------------------------------|
| A. | Workers Compensation | Statutory |
| B. | Employer's Liability | \$100,000 each accident |
| | | \$500,000 Disease-policy limit |
| | | \$100,000 Disease-each employee |

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

OPERATOR:

NOTARY



BY: _____
(Handwritten signature of Tony Black)

NAME: TONY BLACK

TITLE: PRESIDENT

COMPANY: TOP SHELF FOOD AND BEVERAGE MANAGEMENT LLC

[AFFIX CORPORATE SEAL]



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2020, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

WIRE2WIRE RUNNING, LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **RUNNING AND RUNNING RELATED PROGRAM SERVICES** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

Parks and Recreation Agreement for Outside Providers

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (Exhibit "A"). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

Parks and Recreation Agreement for Outside Providers

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0 **Equipment & Materials**

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

Parks and Recreation Agreement for Outside Providers

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0

Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

ARTICLE 4.0

Compensation and Method of Payment

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **25%** of the registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **75%** of such fees paid, exclusive of the non-resident surcharge. The non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

Parks and Recreation Agreement for Outside Providers

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0
Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Parks and Recreation Agreement for Outside Providers

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0 **Term and Termination**

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

Parks and Recreation Agreement for Outside Providers

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2021**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0 **Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0 **Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

Parks and Recreation Agreement for Outside Providers

ARTICLE 10.0**Miscellaneous**

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

Debra R. Herron

BY: Matt Terry Co-Owner
NAME: MATT TERRY
TITLE: PRESIDENT
COMPANY: WIRE2WIRE RUNNING, LLC

[AFFIX CORPORATE SEAL]

David McElroy
CO-OWNER

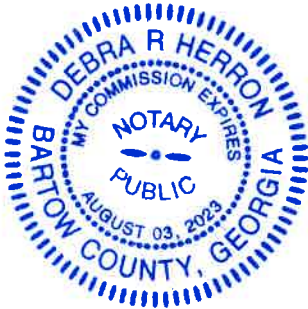


EXHIBIT "A"**PROGRAM REQUEST FORM**

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program.

Name of Program: Wire2Wire Running LLC, City of Cartersville Running Program

Participant Ages: Ages 5 and Up (through Adults)

Day/s of the week program is offered: Multiple depending on event. Could be any weekday or weekend. (likely excluding Sundays.)

Time of Program: Multiple: Most events will happen during daytime hours in the Summer months with weekend morning events sprinkled throughout. Example: Camps will take place likely 8:00 AM – Noon, while most races will take place 8:00 AM – 10:00 AM with all various all-comers track meets taking place on a weekday during evening hours 6:00-8:00 PM.

Program Dates: Year-Round. Majority of events will take place between April – October.

Program Fee: Fees will vary depending on Event. Ex: Race Fees \$25 / All-Comers track meets \$5 per person, Camps TBD likely \$50-\$125 / Various other competitive events \$25-\$100 depending on size and scope of race.

Program Enrollment: Enrollment by event will vary. Expected Race-related events between 50-250 participants, Camp-related events between 20-75 participants, track related events between 20-100 participants.

Materials to be supplied by participants: Very little! Running shoes – and a water bottle to most all events.

Materials to be supplied by PROVIDER: W2W Running will provide all materials required to produce Road/Off-Road Races (i.e. timing equipment, finish/start-line equipment, etc.) as well as for managing various running camps and track meets.

Materials to be supplied by the City of Cartersville: The primary requirement for materials to provided by the City of Cartersville Parks and Recreation is the priority use of the various facilities that can be utilized in support of the running program. This includes the use of

Dellinger Park, Park Pavilions, as well as some exclusive use of the Dellinger Park Track (potentially for night-time runs / meets as well under the lights.) The use of the Sam Smith Park as well as the Pettit Creek Trail may also be required for various race and race-related activities. Additionally, part-time use of the City's Recreational Vehicle may be requested in order to help produce the various activities as often we are "on the go" between various locations along a race course / park while managing the event(s).

Additional Program Requirements: Social Media and Advertising support of the various running related programs as well as the utilization of the Dellinger Park office as a "drop off" point for youth, parents, adults registering for various events that may be taking place as a part of W2W produced events. W2W also reserves the right to potentially request additional support for specific events on an ad-hoc basis in the future.

PROVIDER ('s)Name: Wire2Wire Running, LLC (Matt Terry & David Matherne – Co-Owners)

Address: P.O. Box 4372

City/State/Zip Code: Cartersville, GA 30120

Phone Number: (Day) 678-575-0214 (Evening) 678-575-0214

(E-mail): matt@wire2wirerunning.com / david@wire2wirerunning.com (Fax): N/A

Minimum Requirements:

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Background Check

Office Use Only:

Program Rate:\$_____ # of programs in Session:

Fee/Program:

\$_____



City of Cartersville

**City Council Meeting
8/6/2020 7:00:00 PM
Traffic Signal Maintenance Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Electric
Department Summary Recommendation:	<p>This maintenance will include an annual inspection as well as routine and emergency repairs as needed. We are recommending an agreement with the City of Rome who has a department with certified technicians dedicated to traffic signal operations. If an event occurs where the proper operation of our traffic signals is called into question, we will be able to show that properly trained and certified technicians are maintaining our systems, and that annual inspections are being completed.</p> <p>These inspections and maintenance expenses will be paid from the Electric Department Traffic Signal Maintenance fund, and are a budgeted expense.</p> <p>The contract has been reviewed and approved by the City's attorney and the Assistant City Manager.</p>
City Manager's Remarks:	This is a valuable service for the Electric Department. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 2020 (the "Effective Date") by and between the CITY OF ROME, a Georgia municipal corporation located in Floyd County, and the CITY OF CARTERSVILLE, a Georgia municipal corporation located in Bartow County.

WITNESSETH:

WHEREAS, the City of Rome employs Traffic Signal Technicians who are generally available to service the City of Rome and City of Cartersville's traffic control devices in the general vicinity of Rome;

WHEREAS, the City of Rome and the City of Cartersville desire for the City of Rome to provide the Services described below in return for the compensation outlined below to be paid by the City of Cartersville to the City of Rome.

NOW, THEREFORE, in a consideration of the mutual promise and covenants contained herein, the parties do hereby agree as follows:

1.

The City of Rome agrees to provide routine maintenance and annual inspection of the City of Cartersville's traffic control devices the following locations (collectively, the "Services"):

<u>TYPE SIGNAL</u>	<u>LOCATION</u>
Stop & Go	Burnt Hickory at Mission Rd.
Stop & Go	Burnt Hickory at Sugar Valley Rd.
Stop & Go	Erwin at West Ave.
Stop & Go	Gilmer at Cherokee St.
Stop & Go	Jonesmill Rd. Tunnel
Stop & Go	Douthit Ferry Rd. at Old Mill Rd.
Stop & Go	Old Mill Rd. at Erwin St.
Stop & Go	Old Mill Rd. at Etowah Dr.
Stop & Go	Old Mill Rd. at Henderson
Stop & Go	Old Alabama Rd. at Douthit Ferry Rd.

School zone lights as listed in Appendix 1

Caution lights at 4 way stop intersections as listed in Appendix 2

2.

All decisions regarding timing, phasing, and other technical operations of the above City of Cartersville's traffic signals will be made by the City of Cartersville's authorized representative.

Attachment number 1 InPage 1 of 4

Item # 9

3.

Within thirty days of receipt of an invoice from the City of Rome, the City of Cartersville will reimburse the City of Rome for all costs of materials, parts, and electronic supplies or new signal devices. In the event that the outside contractual services are necessary, the City of Cartersville will be advised beforehand of the anticipated charges and/or hourly rate, and be given an opportunity to approve the costs; provided that, if an emergency exists and the need for outside contractual services is immediate, prior notice and approval by the City of Cartersville is not required. In the event that outside contractual services are necessary, the City of Cartersville will be billed directly by the contractor.

4.

Labor costs to the City of Cartersville for services will be at the rate of \$200.00 per hour during normal business hours which are 7:30 am through 4:30 pm Monday through Friday except City of Rome approved Holidays. The rate for services provided during other than normal business hours and/or during other than normal City of Rome work a day is \$250.00 per hour. The City of Cartersville shall pay all bills or invoices for work performed by the City of Rome by no later than fifteen days after the City of Cartersville's receipt of such bill or invoice from the City of Rome. It is anticipated that the City of Rome will submit bills for services performed to the City of Cartersville each month. There is also a traffic signal inspection fee of \$1,050.00 per year for each of the ten stop & go traffic signals. The bill for the annual traffic signal inspection shall be paid by the City of Cartersville by no later than thirty days after the City of Rome's performance of the traffic signal inspection. The annual traffic signal inspection will be provided to the City of Cartersville and shall include all applicable items shown in Appendix 3. Signal inspections may be scheduled at the discretion of the City of Cartersville with a minimum of three inspections to be completed during the same billing cycle.

5.

In the event of a conflicting need for services, the City of Rome shall have priority use of all maintenance personnel.

6.

When practicable, response to the City of Cartersville's requests for services will be commenced within 45 minutes during normal business hours and within 1 hour during these times other than normal business hours. Normal business hours are 7:30 am through 4:30 pm Monday through Friday except City of Rome approved holidays.

7.

The term of this Agreement shall commence on the Effective Date of this Agreement and terminate on December 31, 2021; provided, however, this Agreement may be renewed in writing by the parties hereto on an annual basis for additional twelve-month renewal terms. Anything to the contrary herein notwithstanding, either party shall have the right to terminate this Agreement upon providing the other party 60 days prior written notice.

8.

Throughout the term of this Agreement including any extensions thereof, the City of Cartersville shall maintain general liability insurance with a minimum limit of \$1,000,000 which shall name City of Rome as an additional insured and protect the City of Rome on a primary basis from and against any and all claims to persons or property caused by, resulting from, or arising out of or in connection with the maintenance, repair or operation of the City of Cartersville's traffic signals subject to this Agreement and shall include a waiver of subrogation. By no later than five (5) days after the Effective Date of this Agreement, the City of Cartersville shall provide the City of Rome with written evidence of an endorsement showing the City of

Rome listed as an additional insured and providing that coverage under the City of Cartersville's policy will not be terminated or reduced without at least thirty (30) days prior written notice to City of Rome; upon receipt of such notice of cancellation the City of Rome shall maintain general liability insurance with a minimum limit of \$1,000,000.00. Notwithstanding any additional coverage afforded the City of Rome under this Agreement, the coverage shall not apply to claims for City of Rome employee injuries covered by any City of Rome's workers compensation coverage.

9.

The City of Cartersville, its successors and assigns, does hereby release and discharge the City of Rome, its successors and assigns, of and from all claims and demands, actions and causes of actions, demands and costs resulting from the City of Rome's execution of its obligations under this Agreement, except for any such claims, demands, or causes of actions arising from the gross negligence or willful misconduct of the City of Rome or its employees. The people signing this Agreement and validly bind the party they represent.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the year and date shown below:

CITY OF ROME

By: 
Sammy Rich, City Manager

Date: 7-13-20

Attest:


 (Seal)
Joe Smith, City Clerk

CITY OF CARTERSVILLE

By: _____
Matt Santini, Mayor

Date: _____

Attest:

(Seal)
Meredith Ulmer, City Clerk

Item # 9

APPENDIX 1

Old Mill Road at Cartersville Elementary School
Old Mill Road at Primary School

APPENDIX 2

Gilmer Street at Carter Street
Gilmer Street at Porter Street
Main Street at Fite Street
West Avenue at Bartow Street
West Avenue at South Avenue



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM
ESRI Annual GIS Maintenance

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	This request is for software maintenance/software subscription from ERSI. The ESRI products are used daily for utility mapping, GIS analysis, as well as online utility service requests. Renewal of this software maintenance is recommended.
City Manager's Remarks:	Your approval of the annual software maintenance renewal is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/02/2020
To: Todd Jessee
Organization: City of Cartersville
Utilities Dept
Fax #: **Phone #:** 770-607-1155

From: Trina Isaacs
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 2258
Email: tisaacs@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25967498
Document Date: 07/02/2020

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York Street
Redlands, CA 92373
Phone: 888-377-45752258
Fax #: 909-307-3083

Quotation

Date: 07/02/2020

Quotation Number: 25967498

City of Cartersville
Utilities Dept
P.O. Box 1390
Cartersville GA 30120-1390
Attn: Todd Jessee

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Trina Isaacs

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 335887

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	2	153148 ArcGIS Online Creator (Formerly Level 2 Named User) Term License Start Date: 10/01/2020 End Date: 09/30/2021	500.00	1,000.00
1010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 10/01/2020 End Date: 09/30/2021	5,000.00	5,000.00
2010	2	165533 ArcGIS Online Field Worker Term License Start Date: 10/01/2020 End Date: 09/30/2021	350.00	700.00
			Item Subtotal	6,700.00
			Estimated Tax	0.00
			Total	USD 6,700.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Trina Isaacs **Ext:** 2258

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

Item # 10



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752258
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/02/2020

Quotation Number: 25967498

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[CSBATCHDOM]

Item # 10


esri[®]

380 New York Street
 Redlands, CA 92373
 Phone: 888-377-45752258
 Fax #: 909-307-3083

Quotation

Page 3

Date: 07/02/2020

Quotation No: 25967498

Customer No: 335887

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

 Signature of Authorized Representative

 Date

 Name (Please Print)

 Title

[CSBATCHDOM]

Item # 10



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM
USIS Invoice

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	USIS is the third party administrator that processes workers compensation claims for the city. The annual cost for this service is \$10,147.50 and is recommended for your approval.
City Manager's Remarks:	Your approval of the USIS invoice is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from the workers compensation fund.
Legal:	
Associated Information:	

INVOICE



PO Box 616648
Orlando, FL 32861

Date	Invoice Number
07/15/2020	CI-USIS-001973

Payment Terms	Due Date
Net 30	08/14/2020

Bill To:
CITY OF CARTERSVILLE C/O MIKE WHITE NORCROSS, GA 30092

Remit To:
USIS PO Box 117429 Atlanta, GA 30368-7429

Page 1 of 1

Quantity	Sales Item Description	Price Each	Amount
1	Claim Fees - Annual Service Fee	10,147.50	10,147.50

<i>Net Amount:</i>	10,147.50
<i>Tax:</i>	0.00
TOTAL	USD 10,147.50

Thank you for your business!
For billing inquiries, please call Brenda Rivera 407-373-6212

Item # 11



City of Cartersville

**City Council Meeting
8/6/2020 7:00:00 PM
Fire Station 4 Repair**

SubCategory:	Bid Award/Purchases
Department Name:	Fire Department
Department Summary Recommendation:	<p>Respectfully request approval of a budgeted repair project for Cartersville Fire Station 4. This repair will remove and replace asphalt ruts that have developed going around the exterior of the building. We will remove a strip that is approximately 17 feet wide x 120 feet long. We will repair the area with concrete that is 6" deep, made of 4000-PSI concrete with fiberglass. We feel that this will make a permeant solution for an area that receives heavy truck traffic each day. Cartersville Public Works will make the repairs. An independent contractor will replace the gate loop in the road surface once it cures. Our concrete cost estimate is \$6000.00 and the gate loop install estimate is \$3880.00, for a total projection of \$9880.00.</p> <p>Because of potential unknowns when we excavate, we are requesting an amount up to but not to exceed \$12,000.00 for this project. This is below our budgeted amount for this repair. We thank you in advance for any positive consideration.</p>
City Manager's Remarks:	Your approval of the repairs at Fire Station #4 with a not to exceed amount of \$12,000 is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	N/A



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM
D&C Restock 1.5 and 2.0 inch Meters

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The Distribution and Collection Office (D&C) needs to restock 1.5-inch and 2.0-inch commercial meters. Delta Municipal is the Neptune distributor for Georgia and thus a sole source provider. The cost for the needed meters is \$12,660.00. I recommend approval of this purchase.
City Manager's Remarks:	Your approval of the commercial meters purchase is recommended.
Financial/Budget Certification:	This is a budgeted item. All expenses will pass through account 505.3320.52.2390 Meters and Settings.
Legal:	
Associated Information:	

www.deltamunicipal.com

Delta**Invoice**

Delta Municipal Supply Company, Inc.
 PO Box 936
 Braselton, GA 30517

S.O. No.	DATE	INVOICE #
41999	6/25/2020	106695

BILL TO
City of Cartersville Water Department P.O. Box 1390 Cartersville, GA 30120

SHIP TO
City of Cartersville - Water Dept. 100 Walnut Grove Rd. Cartersville, GA 30120

P.O. NUMBER	DUE DATE	TERMS	SHIPPED VIA	SHIP DATE
Terry Jordan	7/25/2020	Net 30 Days	MF & UPS	06/10 & 06/25

ORDERED	B.O.	SHIPPED	DESCRIPTION	PRICE EACH	AMOUNT
5	1	4	1 1/2" Neptune T-10 Water Meter OF D/R CF	515.00	2,060.00
5		5	2" Neptune T-10 Water Meter OF D/R CF	595.00	2,975.00
5		5	1 1/2" Neptune HP Turbine Water Meter ProCoder CF	750.00	3,750.00
5		5	2" Neptune HP Turbine Water Meter ProCoder CF	775.00	3,875.00

cf water
 JUL 22 2020

APPROVED		DATE APPROVED
WATER DEPARTMENT		JUL 22 2020
CHARGE ACCOUNT(S)		AMOUNT
505-3320-52-2390		12,660.00
TOTAL		12,660.00

JF

Subtotal	\$12,660.00
Sales Tax (0.00)	\$0.00
Total	\$12,660.00

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions concerning this invoice.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

Item # 13

"We Supply Service"



City of Cartersville

**City Council Meeting
8/6/2020 7:00:00 PM
EPD Drinking Water Laboratory Annual Testing**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>The attached invoice is for water quality testing performed by the Department of Natural Resources Environmental Protection Division (EPD) Drinking Water Program. The EPD laboratory has performed this testing annually for the City for years. The fee is based on the population served by a water system and has been \$9,200 for the past seven years. Using the EPD laboratory has the benefit of streamlined reporting and being 100 % method compliant.</p> <p>I recommend payment of the attached invoice and authorization to contract with EPD for drinking water analysis for the period 7/1/2020 to 6/30/2021.</p>
City Manager's Remarks:	Your approval of the EPD invoice and authorization to contract with EPD for the drinking water analysis is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid through account 505.3310.52.1600 Other Services and Fees.
Legal:	
Associated Information:	



**ENVIRONMENTAL PROTECTION DIVISION
DRINKING WATER INVOICE**

FIMS Account ID: 45
 Customer Name: CARTERSVILLE
 Water System ID: GA0150002
 Invoice Number: DW-2020-000045

Total Due : \$ 9,200.00

Bill To:
 CARTERSVILLE
 JONES, BOB
 POB 1390
 CARTERSVILLE, GA 30120

Notification:
 Check Water System Information
gadinkingwater.net
Account Information:
 TOTAL AMOUNT DUE ON **08/21/2020**

BILLING SUMMARY

Invoice Period	Invoice Date	Current Invoice Amount	Previous Balance	Adjustment	Amount Paid	Total Due
07/01/2020 - 06/30/2021	7/10/2020	\$ 9,200.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,200.00

Item # 14

EXPLANATION OF CHARGES

Population	TCR	Entry Point	Water System Type	Source Type	Analysis Type	Fee
24,830	300	1	C	SW	Chemical	\$ 9,200.00
Total :						\$ 9,200.00

PAST DUE SUMMARY

# of Days Past Due	Due	≤ 30	> 30 and ≤ 60	> 60 and ≤ 90	> 90 and ≤ 120	> 120
Past Due Amount	\$ 9,200.00	\$ 9,200.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late Fee	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

CP Water
 JUL 10 2020

PLEASE RETURN THIS PORTION OF YOUR INVOICE WITH YOUR PAYMENT.

MAKE CHECK(S) PAYABLE TO : EPD - Drinking Water Fees

FIMS ACCOUNT ID	TOTAL DUE	INVOICE #
45	\$ 9,200.00	DW-2020-000045

DUE DATE:	08/21/2020
TOTAL AMOUNT DUE:	\$ 9,200.00
TOTAL AMOUNT PAID:	

CARTERSVILLE
 JONES, BOB
 POB 1390
 CARTERSVILLE, GA 30120

MAIL PAYMENT TO:
 DRINKING WATER FEES
 P.O. BOX 101788
 ATLANTA, GA 30392



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

DRINKING WATER INVOICE

FIMS Account ID:

45

Customer Name:

CARTERSVILLE

Water System ID:

GA0150002

Invoice Number:

DW-2020-000045

Total Due : \$ 9,200.00

BILLING DETAIL

Transaction Date	Transaction Type Description	Transaction Amount
7/9/2020	Past Due Balance	\$ 0.00
7/9/2020	Current Charges	\$ 9,200.00
Total:		\$ 9,200.00

If you have questions regarding your invoice, please contact the Branch most closely related to your fees at one of the numbers below:

- Air Protection Branch:** (404) 363-7000
- Land Protection Branch:** (404) 362-2537 or (404) 656-7802
- Watershed Protection Branch:** (404) 463-1511

You may also visit <http://epd.georgia.gov/geos/contact-us> for email contacts.

Item# 14



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM
WPCP Kenworth Truck Repair

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>The Water Pollution Control Plant (WPCP) uses two semi-tractor trucks to haul biosolids for agricultural land application. Our 1998 Kenworth has developed a significant oil leak underneath the timing cover on the front of the engine. The City Garage has provided the attached quote from Matthews Garage for the repair. Additionally, Bill Trott with the City Garage has recommended requesting an additional \$3,000 over the quote amount to deal with any unforeseen issues.</p> <p>I am requesting a not to exceed authorization of \$12,000 for the truck repair.</p>
City Manager's Remarks:	Your approval of the truck repair with a not to exceed amount of \$12,000 is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid from account 505.3330.52.2360 Maint to Vehicle and Equipment.
Legal:	
Associated Information:	

Matthews Garage Inc.
18 Pinson Drive
Cartersville, GA. 30120
Phone: 770-382-0900 Fax: 770-382-0842

INVOICE
65988
Org. Est. # 065988

Tax Resale # : 00000000
Date: 07/29/2020

INVOICE

CITY OF CARTERSVILLE - CARTERSVILLE CITY OF 1998 KENWORTH - T800 -
P.O. BOX 1390 Lic # :
CARTERSVILLE, GA 30120 Unit # : 853 Odometer In : 102278
Home 770-387-5640 - Fax 770-387-7409 VIN # : 799451

Part Description	Number	Qty	Sale	Ext	Labor Description	Hours	Ext
------------------	--------	-----	------	-----	-------------------	-------	-----

Org. Estimate 8,614.32 Revisions 0.00 Current Estimate 8,614.32

Labor:	2,530.00
Parts:	6,084.32
SubTotal:	8,614.32
Tax:	0.00
Total:	8,614.32
Bal Due:	\$8,614.32

[Payments -]

Vehicle Received:

Customer Number : 198

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.
TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within ___ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts ____. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.
Signature _____ Date _____

Visit us on the web: www.matthewsgarage.com

Email Address: tara@matthewsgarage.com

Service Advisor : Garrison, Tara Tech : Please Select, Technician

Item # 15

Matthews Garage Inc.
 18 Pinson Drive
 Cartersville, GA. 30120
 Phone: 770-382-0900 Fax: 770-382-0842

INVOICE**65988**

Org. Est. # 065988

Tax Resale # : 00000000

Date: 07/29/2020

INVOICE**CITY OF CARTERSVILLE - CARTERSVILLE CITY OF**

P.O. BOX 1390

CARTERSVILLE, GA 30120

Home 770-387-5640 -- Fax 770-387-7409

1998 KENWORTH - T800 -

Lic # :

Unit # : 853

VIN # : 799451

Odometer In : 102278

Part Description	/ Number	Qty	Sale	Ext	Labor Description	Hours	Ext
OIL COOLER		1.00	1,250.16	1,250.16	LABOR TO REPAIR OIL LEAK AT FRONT OF ENGINE - WHERE TIMING COVER MEETS ENGINE BLOCK	23.50	2,350.00
0R8191							
KIT GASKET		1.00	225.24	225.24	DIAGNOSTIC TIME	1.00	100.00
3949182							
PUMP GP WATER		1.00	671.04	671.04	PRESSURE WASH ENGINE	0.80	80.00
0R0705							
GASKET KIT		1.00	70.27	70.27	** THIS IS ONLY AN ESTIMATE AND NOT THE FINAL PAYMENT. THE FINAL PRICE MAY BE MORE OR LESS THAN THIS INITIAL ESTIMATE. SOME DAMAGE MAY BE UNFORESEEN AND NOT INCLUDED IN THIS INITIAL ESTIMATE. PLEASE FEEL FREE TO CONTACT US SHOULD YOU HAVE ANY QUESTIONS.**		
1473781							
COMPRESSOR - AIR		1.00	558.56	558.56			
5002984XR							
GASKET KIT		1.00	81.62	81.62			
1390616							
SEAL, GP CRNK		1.00	50.52	50.52			
1260110							
GASKET		1.00	214.71	214.71			
1095308							
M-SEAL STK		3.00	20.63	61.89			
5P5678							
SEAL INTEGRA		1.00	40.83	40.83			
1262418							
GASKET		1.00	50.67	50.67			
1260098							
PUMP GP OIL		1.00	555.06	555.06			
10R2296							
KIT GASKET		1.00	138.52	138.52			
7X7975							
GASKET		1.00	3.85	3.85			
7E7912							
SEAL		1.00	16.75	16.75			
3S9643							
REGULATOR		1.00	63.72	63.72			
24771433							
HOUSING AS F		1.00	1,602.00	1,602.00			
1260102							
OIL		40.00	6.50	260.00			
15W40							
Shop Supplies				168.91			

Visit us on the web: www.matthewsgarage.comEmail Address: tara@matthewsgarage.com

Item # 15

Service Advisor : Garrison, Tara, Tech : Please Select, Technician

Page 1 of 2

Copyright (c) 2020 Mitchell Repair Information Company, LLC invhrs 1.16.20dc

Bob Jones

From: Bill Trott
Sent: Friday, July 31, 2020 9:09 AM
To: Bob Jones
Cc: Sidney Forsyth; Bart Sears; Dan Porta
Subject: 1998 Kenworth repairs
Attachments: water dept Kenworth est 2020.pdf

Bob
This is the estimate on the Kenworth repairs I would recommend adding 2-3k to this estimate when you go to council just in case of unforeseen problems. I'm saying this because of the age of the truck.

Bill Trott
Garage Supervisor
500 S. Tennessee St.
Cartersville, GA 30120
Tel(770) 387-5640
Cel (678)360-1988
Fax (770)387-7409



City of Cartersville

**City Council Meeting
8/6/2020 7:00:00 PM**

Rogers Station Water Main - Jim Allen Easement

SubCategory:	Easements
Department Name:	Water Department
Department Summary Recommendation:	<p>The Cartersville Water Department is seeking a utility easement for a water main across the property of Jim Allen near the intersection of Cassville Road and Iron Belt Road (easement shown in red on attached drawing). The easement will allow for a change in the water main alignment from the original design to eliminate two bores under Iron Belt Road and shorten another bore under Cassville Road. The reduced length of bored water main installation allows for a savings of \$15,300.00 from the construction contract. Other advantages of the revised alignment are ease of construction, improved access for future maintenance, and avoidance of the possible need to relocate the water main in the future for widening of Iron Belt Road or construction of intersection improvements at Cassville Road. The redesign also allows the avoidance of obtaining two other separate easements required for the original design.</p> <p>The property owners have agreed to an easement price of \$15,000. This is a budgeted item in the Rogers Station Water Main Replacement Project. I recommend approval to purchase the easement for the stated price.</p>
City Manager's Remarks:	This easement purchase is related to the Rogers Station Water Main project. Your approval of the Jim Allen easement is recommended.
Financial/Budget Certification:	This is a budgeted item. All expenses for the project will pass through account 505.3320.54.3400 Rogers Station Water Main Replacement.
Legal:	
Associated Information:	

PROPOSED CASSVILLE ROAD - IRON BELT ROAD REALIGNMENT
ROGERS STATION WATER MAIN REPLACEMENT PROJECT

AS DESIGNED

	QUANTITY	UNIT PRICE	TOTAL PRICE
12-INCH DIP	680	\$65.00	\$44,200.00
6-INCH DIP	45	\$50.00	\$2,250.00
20-INCH BORED CASING	140	\$200.00	\$28,000.00
12-INCH BORED CASING	30	\$120.00	<u>\$3,600.00</u>
	TOTAL		\$78,050.00

40' x 10' TEMPORARY EASMENT AT 702 CASSVILLE ROAD
40' x 30' TEMPORARY EASMENT AT 10 E IRON BELT ROAD ROAD

PROPOSED REALIGNMENT

	QUANTITY	UNIT PRICE	TOTAL PRICE
12-INCH DIP	780	\$65.00	\$50,700.00
6-INCH DIP		\$50.00	\$0.00
20-INCH BORED CASING	60	\$200.00	\$12,000.00
12-INCH BORED CASING		\$120.00	<u>\$0.00</u>
	TOTAL		\$62,700.00

1135 SQ FT EASEMENT - JIM ALLEN \$15,000.00

\$77,700.00

OSE | GRAIN | LLC

CLOSE GRAIN LLC
701 Cassville Rd

GasMain-2inLP

GasMain-3-4inHP

18 J
MANRYI
BARNETT JACKIE
BARNETT JACQUELINE L
ALVAREZ JUANITA
10 JILL LANE LAND TRUST

ALLEN JAMES H

Proposed 20 ft wide
utility easement

631 Cassville Rd

ALLEN JAMES H

SEE JEFFREY & SHAI

CHILDERS KATHY M
10 Ember Way

SLS PROPERTIES LLC
14 Ember Way

SLS PROPERTIES LLC
10 Ember Way

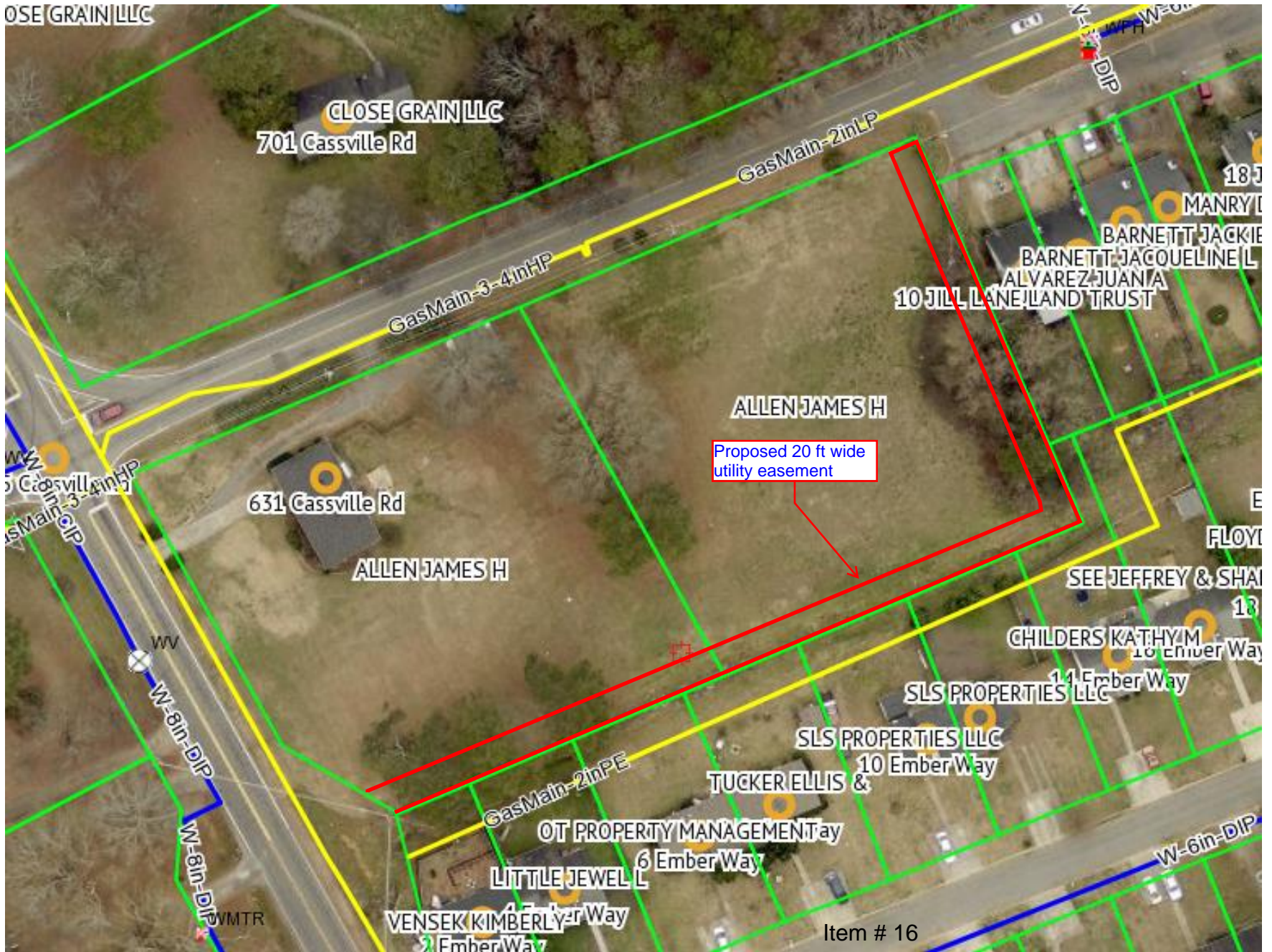
TUCKER ELLIS &

OT PROPERTY MANAGEMENT ay
6 Ember Way

LITTLE JEWEL L
4 Ember Way

VENSEK KIMBERLY
2 Ember Way

Item # 16





City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM

Rogers Station Water Main Replacement - Change Order 1

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	<p>Council approved the Rogers Station Water Main Replacement Project on October 17, 2019. The project consists of the replacement of a hodgepodge of small diameter galvanized water mains dating back to the 1950's. It will install approximately 2,000 linear feet of 12-inch main, 6,400 linear feet of 8-inch main and 800 linear feet of new 2-inch PVC main. Additionally, the project will add fifteen (15) badly needed fire hydrants, which do not currently exist due to undersized mains.</p> <p>Construction began on the project in February 2020. The contractor, K. M. Davis, is requesting a contract extension of 90 days due to extremely wet weather and COVID-19 related delays that were not anticipated when the project was bid. This change order, if approved, will extend the date of completion from 7/25/2020 to 10/23/2020. There is no increase to the contract amount of the project.</p> <p>I recommend approval of this change order.</p>
City Manager's Remarks:	This change order will extend the date of completion. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted project. All expenses related to the project will run through account 505.3320.54.3400 Rogers Station Water Main Replacement.
Legal:	
Associated Information:	

SECTION 00941 CHANGE ORDER

No. 1Date of Issuance: 7/14/20 Effective Date: 7/25/20

Project: Rodgers Station Water Main Replacement	Owner: City of Cartersville	Owner's Contract No.: N/A
Contract: Rodgers Station Water Main Replacement		Date of Contract: 1/27/20
Contractor: K. M. Davis Contracting Co., Inc.		Engineer's Project No.: CATL180006

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Extend contract time by 90 calendar days

Attachments: (See attached letter): Delays due to weather,

Covid-19 and redesign of 12-inch water main at Iron Belt Rd. & Cassville Rd.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>1,196,643.00</u>	Original Contract Times: ~ Working days X Calendar days Ready for final payment (date): <u>7/25/20</u>
[Increase] from previously approved Change Orders No. <u>N/A</u> to No. _____: \$ <u>N/A</u>	[Increase] from previously approved Change Orders No. <u>N/A</u> to No. _____: Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,196,643.00</u>	Contract Times prior to this Change Order: Ready for final payment (date): <u>N/A</u>
[Increase] of this Change Order: \$ <u>0</u>	[Increase] of this Change Order: Ready for final payment (days): <u>90</u>
Contract Price incorporating this Change Order: \$ <u>1,196,643.00</u>	Contract Times with all approved Change Orders: Ready for final payment (date): <u>10/23/20</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: <u>7-15-20</u>
Approved by Funding Agency (if applicable):	By: _____	Date: _____

END OF SECTION



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM

Cartersville Business Improvement District Millage Rate Set at 1.279 Mills for 2020

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	<p>The Cartersville Business Improvement District (BID) is made up of the Downtown Cartersville Business District. These business owners have been self-assessing a property tax for many years to raise funds for use in the downtown area. The Downtown Development Authority (DDA) works with the local businesses to use the funds to improve the downtown area. The DDA Board requests the City Council approval of their recommended BID's property tax millage of 1.279 mills for 2020. This is the rollback rate. I recommend approval of the Cartersville Business Improvement District property tax millage of 1.279 mills for 2020.</p>
City Manager's Remarks:	Tom R will present this information on Thursday evening. This is the first reading.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**CARTERSVILLE DOWNTOWN DEVELOPMENT AUTHORITY
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the Cartersville Downtown Development Authority for fiscal year 2021 will be established at the Council meeting on August 20, 2020 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2020 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current years' tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the Cartersville Downtown Development Authority.

Current 2020 Tax Digest and 5-Year History of Levy

	2015	2016	2017	2018	2019	Preliminary 2020
Downtown Development Authority Digest and Levy	\$9,260,040	\$9,260,040	\$10,331,261	\$10,925,365	\$13,812,529	\$19,125,871
Real & Personal						
Motor Vehicle						
Mobile Homes						
Timber - 100%						
Heavy Duty Equipment						
Public Utilities						
Gross Digest	\$9,260,040	\$9,260,040	\$10,331,261	\$10,925,365	\$13,812,529	\$19,125,871
Less: M&O Exemptions	\$43,000	\$28,000	\$56,756	\$112,000	\$204,683	\$175,286
Net M&O Digest	\$9,217,040	\$9,232,040	\$10,274,505	\$10,813,365	\$13,607,846	\$18,950,585
M&O Millage	2.42	2.3680	2.3260	2.2100	1.7890	1.2790
Dollars Generated	\$22,305	\$21,861	\$23,898	\$23,898	\$24,344	\$24,238
Total \$ Increase/(Decrease)	\$37	(\$444)	\$2,037	\$0	\$448	(\$106)
% Increase/Decrease(-)	0.16%	-1.99%	9.32%	0.00%	1.87%	-0.44%
Total Millage Rate	2.42	2.3680	2.3260	2.2100	1.7890	1.2790

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2020

COUNTY: BARTOW TAXING JURISDICTION: DDA - PRELIMINARY

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2019 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2020 DIGEST
REAL	13,812,529	5,401,633	(98,882)	19,115,280
PERSONAL	0		10,591	10,591
MOTOR VEHICLES	0		0	0
MOBILE HOMES	0		0	0
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	13,812,529	5,401,633	(88,291)	19,125,871
EXEMPTIONS	204,683		(29,397)	175,286
NET DIGEST	13,607,846	5,401,633	(58,894)	18,950,585
	(PYD)	(RVA)	(NAG)	(CYD)
2019 MILLAGE RATE:	1.789		2020 MILLAGE RATE:	1.279

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2019 Net Digest	PYD	13,607,846	
Net Value Added-Reassessment of Existing Real Property	RVA	5,401,633	
Other Net Changes to Taxable Digest	NAG	(58,894)	
2020 Net Digest	CYD	18,950,585	(PYD+RVA+NAG)
2019 Millage Rate	PYM	1.789	PYM
Millage Equivalent of Reassessed Value Added	ME	0.510	(RVA/CYD) * PYM
Rollback Millage Rate for 2020	RR - ROLLBACK RATE	1.279	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	1.279
	2020 Millage Rate	1.279
	Percentage Tax Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date

Item # 18



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM

Cartersville School System 2020 Millage Rate Set at 14.576 Mills

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	<p>The Cartersville City School System has recommended to their Board to keep the millage rate the same as the 2019 millage rate of 14.576 mills. The proposed 2020 millage rate of 14.576 mills is considered to be above the 2020 rollback rate of 12.964 mills. As a result, the city and the city school board are required to hold three public hearings for the public to voice their opinions about the proposed tax increase. The City Council approves the School Board's recommended tax millage rate for city residents where all the property taxes collected are used by the Cartersville City School System. I recommend approval of the Cartersville City School System property tax millage rate of 14.576 mills for 2020.</p>
City Manager's Remarks:	Tom R will present this information on Thursday evening. This is the first reading.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE SCHOOL SYSTEM

NOTICE OF PUBLIC HEARING

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville School System for fiscal year 2021 will be established at the Council meeting on August 20, 2020 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2020 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the operations of the city school system.

Current 2020 Tax Digest and 5-Year History of Levy

City School System Digest and Levy	2015	2016	2017	2018	2019	Preliminary 2020
Real & Personal	\$934,100,631	\$944,873,489	\$999,637,827	\$1,057,720,590	\$1,172,863,513	\$1,328,585,319
Motor Vehicle	\$28,221,434	\$21,531,900	\$16,342,900	\$12,846,280	\$10,547,170	\$9,643,450
Mobile Homes	\$42,312	\$16,580	\$16,348	\$26,462	\$38,702	\$52,802
Timber - 100%	\$0	\$22,403	\$0	\$0	\$0	\$9,255
Heavy Duty Equipment	\$41,200	\$3,292	\$66,798	\$45,847	\$163,113	\$30,024
Public Utilities	\$9,837,474	\$11,762,499	\$9,920,811	\$10,549,734	\$10,975,639	\$12,176,563
Gross Digest	\$972,243,051	\$978,210,163	\$1,025,984,684	\$1,081,188,913	\$1,194,588,137	\$1,350,497,413
Less: M&O Exemptions	\$97,699,387	\$102,620,668	\$113,094,648	\$128,817,379	\$136,513,004	\$141,784,540
Net M&O Digest	\$874,543,664	\$875,589,495	\$912,890,036	\$952,371,534	\$1,058,075,133	\$1,208,712,873
M&O Millage	16.82	16.546	16.192	15.674	14.576	14.576
Dollars Generated	\$14,709,824	\$14,487,504	\$14,781,515	\$14,927,471	\$15,422,503	\$17,618,199
Total \$ Increase/(Decrease)	(\$109,819)	(\$222,321)	\$294,012	\$145,956	\$495,032	\$2,195,696
% Increase/Decrease(-)	-0.74%	-1.51%	2.03%	0.99%	3.35%	14.71%
Total Millage Rate	16.82	16.546	16.192	15.674	14.576	14.576

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2020

COUNTY: BARTOW TAXING JURISDICTION: CARTERSVILLE SCHOOL - PRELIMINARY @ millage

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2019 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2020 DIGEST
REAL	855,069,567	133,695,261	8,014,210	996,779,038
PERSONAL	336,749,476		7,233,368	343,982,844
MOTOR VEHICLES	10,547,170		(903,720)	9,643,450
MOBILE HOMES	38,702		14,100	52,802
TIMBER -100%			9,255	9,255
HEAVY DUTY EQUIP	163,113		(133,089)	30,024
GROSS DIGEST	1,202,568,028	133,695,261	14,234,124	1,350,497,413
EXEMPTIONS	136,632,063		5,152,477	141,784,540
NET DIGEST	1,065,935,965	133,695,261	9,081,647	1,208,712,873
	(PYD)	(RVA)	(NAG)	(CYD)
2019 MILLAGE RATE:	14.576		2020 MILLAGE RATE:	14.576

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2019 Net Digest	PYD	1,065,935,965	
Net Value Added-Reassessment of Existing Real Property	RVA	133,695,261	
Other Net Changes to Taxable Digest	NAG	9,081,647	
2020 Net Digest	CYD	1,208,712,873	(PYD+RVA+NAG)
2019 Millage Rate	PYM	14.576	PYM
Millage Equivalent of Reassessed Value Added	ME	1.612	(RVA/CYD) * PYM
Rollback Millage Rate for 2020	RR - ROLLBACK RATE	12.964	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	12.964
	2020 Millage Rate	14.576
	Percentage Tax Increase	12.43%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

 Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

 Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

 Responsible Party Title Date

CARTERSVILLE SCHOOL BOARD

Millage Rate Levy to City Council of the City of Cartersville

MOTION for School Board approval:

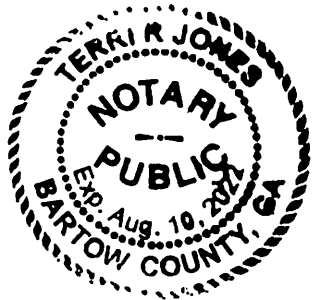
The Cartersville School Board recommends to the City Council of the City of Cartersville the millage rate of 14.576 mills to fund the school system's FY21 Budget, provided there is not significant change to the preliminary digest of \$1,208,712,873.

Recommendation passed by unanimous vote of the Cartersville School Board on July 27, 2020.

Terrir Jones

Notary Public

Date *July 27, 2020*





City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM

City of Cartersville M&O Millage Rate set at 2.91 Mills for 2020

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	The property taxes received from the Cartersville M&O property tax collections are used for the general city government operations, which include police, fire, recreation, public works, etc. The proposed 2020 millage rate of 2.910 mills is the rollback rate. I recommend approval of the Cartersville M&O property tax millage rate of 2.910 mills for 2020.
City Manager's Remarks:	Tom R will present this information on Thursday evening. This is the first reading.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**CITY OF CARTERSVILLE M & O
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville for fiscal year 2021 will be established at the Council meeting on August 20, 2020 at 7:00 p.m. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2020 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the operations of the city government.

Current 2020 Tax Digest and 5-Year History of Levy

	2015	2016	2017	2018	2019	Preliminary 2020
City Digest and Levy						
Real & Personal	\$943,938,105	\$944,870,489	\$999,637,827	\$1,036,738,140	\$1,180,843,404	\$1,328,585,319
Motor Vehicle	\$28,221,434	\$21,531,900	\$16,342,900	\$12,846,280	\$10,547,170	\$9,643,450
Mobile Homes	\$42,312	\$16,580	\$16,348	\$26,462	\$38,702	\$52,802
Timber - 100%	\$0	\$22,403	\$0	\$0	\$0	\$9,255
Heavy Duty Equipment	\$41,200	\$3,292	\$66,798	\$45,847	\$163,113	\$30,024
Public Utilities	\$9,837,474	\$11,762,499	\$9,920,811	\$10,549,734	\$10,975,639	\$12,176,563
Gross Digest	\$982,080,525	\$978,207,163	\$1,025,984,684	\$1,060,206,463	\$1,202,568,028	\$1,350,497,413
Less: M&O Exemptions	\$64,497,507	\$67,593,828	\$77,428,558	\$92,394,009	\$99,606,056	\$103,353,788
Net M&O Digest	\$917,583,018	\$910,613,335	\$948,556,126	\$967,812,454	\$1,102,961,972	\$1,247,143,625
M&O Millage	1.38	2.38	2.3310	2.2590	3.2590	2.9100
Dollars Generated	\$1,266,265	\$2,167,260	\$2,211,084	\$2,186,288	\$3,594,553	\$3,629,188
Total \$ Increase/(Decrease)	\$65,237	\$900,995	\$43,825	(\$24,796)	\$1,383,469	\$34,635
% Increase/Decrease(-)	543.00%	71.15%	2.02%	-1.12%	62.57%	1.58%
Total Millage Rate	1.38	2.38	2.3310	2.2590	3.2590	2.9100

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2020				
COUNTY: BARTOW		TAXING JURISDICTION: CARTERSVILLE MO - PRELIMINARY @ millage		
ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW				
DESCRIPTION	2019 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2020 DIGEST
REAL	855,069,567	133,695,261	8,014,210	996,779,038
PERSONAL	336,749,476		7,233,368	343,982,844
MOTOR VEHICLES	10,547,170		(903,720)	9,643,450
MOBILE HOMES	38,702		14,100	52,802
TIMBER -100%			9,255	9,255
HEAVY DUTY EQUIP	163,113		(133,089)	30,024
GROSS DIGEST	1,202,568,028	133,695,261	14,234,124	1,350,497,413
EXEMPTIONS	99,606,056		3,747,732	103,353,788
NET DIGEST	1,102,961,972	133,695,261	10,486,392	1,247,143,625
	(PYD)	(RVA)	(NAG)	(CYD)
2019 MILLAGE RATE: 3.259		2020 MILLAGE RATE: 2.910		
CALCULATION OF ROLLBACK RATE				
DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA	
2019 Net Digest	PYD	1,102,961,972	(PYD+RVA+NAG)	
Net Value Added-Reassessment of Existing Real Property	RVA	133,695,261		
Other Net Changes to Taxable Digest	NAG	10,486,392		
2020 Net Digest	CYD	1,247,143,625		
2019 Millage Rate	PYM	3.259	PYM	
Millage Equivalent of Reassessed Value Added	ME	0.349	(RVA/CYD) * PYM	
Rollback Millage Rate for 2020	RR - ROLLBACK RATE	2.910	PYM - ME	
CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES				
If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	2.910		
	2020 Millage Rate	2.910		
	Percentage Tax Increase	0.00%		
CERTIFICATIONS				
I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.				
----- Chairman, Board of Tax Assessors		----- Date		
I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.				
----- Tax Collector or Tax Commissioner		----- Date		
I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 is _____				
CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION				
-----	If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.			
-----	If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.			
----- Responsible Party		----- Title		----- Date



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM

GO Parks & Recreation Property Tax Millage Rate Set at 0.728 Mills

SubCategory:	Other
Department Name:	Finance
Department Summary Recommendation:	<p>The citizens of Cartersville approved a referendum in November of 2014 authorizing the city to issue bonds to be used to pay for renovations and improvements to the parks and recreation buildings and properties. The bonds were issued with a ten-year payback period. In order to make the scheduled bond payments, the city is assessing a property tax millage of 0.728 mills (below the 2020 rollback rate of .77 mills) for 2020, also approved by the citizens. The millage rate for this will fluctuate over the ten years and will need to be set with a millage large enough to cover the semi-annual bond payments. I recommend approval of the Cartersville GO Parks and Recreation Bond tax millage rate of 0.728 mills for 2020.</p>
City Manager's Remarks:	Tom R will present this information on Thursday evening. This is the first reading.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**CITY OF CARTERSVILLE GO PARKS AND RECREATION BOND
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the GO Parks & Recreation Bond millage rate for the fiscal year 2021 will be established at the Council meeting on August 20, 2020 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2020 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the debt payment for the GO Parks and Recreation Bond.

Current 2020 Tax Digest and 5-Year History of Levy

	2015	2016	2017	2018	2019	Preliminary 2020
Parks and Recreation Digest and Levy						
Real & Personal	\$934,100,631	\$944,870,489	\$999,637,827	\$1,057,720,590	\$1,180,843,404	\$1,328,585,319
Motor Vehicle	\$28,221,434	\$21,531,900	\$16,342,900	\$12,846,280	\$10,547,170	\$9,643,450
Mobile Homes	\$42,312	\$16,580	\$16,348	\$26,462	\$38,702	\$52,802
Timber - 100%	\$0	\$22,403	\$0	\$0	\$0	\$9,255
Heavy Duty Equipment	\$41,200	\$3,292	\$66,798	\$45,847	\$163,113	\$30,024
Public Utilities	\$9,837,474	\$11,762,499	\$9,920,811	\$10,549,734	\$10,975,639	\$12,176,563
Gross Digest	\$972,243,051	\$978,207,163	\$1,025,984,684	\$1,081,188,913	\$1,202,568,028	\$1,350,497,413
Less: M&O Exemptions	\$64,497,507	\$67,593,828	\$77,428,558	\$128,817,379	\$99,606,056	\$103,353,788
Net M&O Digest	\$907,745,544	\$910,613,335	\$948,556,126	\$952,371,534	\$1,102,961,972	\$1,247,143,625
M&O Millage	1.1000	1.0830	1.0000	0.9690	0.8610	0.7280
Dollars Generated	\$998,520	\$986,194	\$948,556	\$922,848	\$949,650	\$907,921
Total \$ Increase/(Decrease)	\$998,520	(\$12,326)	(\$37,638)	(\$25,708)	\$26,802	(\$41,729)
% Increase/Decrease(-)	0.00%	0.00%	0.00%	-2.71%	2.83%	-4.52%
Total Millage Rate	1.1000	1.0830	1.0000	0.9690	0.8610	0.7280

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2020

COUNTY: BARTOW TAXING JURISDICTION: PARKS & REC - PRELIMINARY

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2019 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2020 DIGEST
REAL	855,069,567	133,695,261	8,014,210	996,779,038
PERSONAL	336,749,476		7,233,368	343,982,844
MOTOR VEHICLES	10,547,170		(903,720)	9,643,450
MOBILE HOMES	38,702		14,100	52,802
TIMBER -100%			9,255	9,255
HEAVY DUTY EQUIP	163,113		(133,089)	30,024
GROSS DIGEST	1,202,568,028	133,695,261	14,234,124	1,350,497,413
EXEMPTIONS	99,606,056		3,747,732	103,353,788
NET DIGEST	1,102,961,972	133,695,261	10,486,392	1,247,143,625
	(PYD)	(RVA)	(NAG)	(CYD)
2019 MILLAGE RATE:	0.086		2020 MILLAGE RATE:	0.073

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2019 Net Digest	PYD	1,102,961,972	
Net Value Added-Reassessment of Existing Real Property	RVA	133,695,261	
Other Net Changes to Taxable Digest	NAG	10,486,392	
2020 Net Digest	CYD	1,247,143,625	(PYD+RVA+NAG)
2019 Millage Rate	PYM	0.086	PYM
Millage Equivalent of Reassessed Value Added	ME	0.009	(RVA/CYD) * PYM
Rollback Millage Rate for 2020	RR - ROLLBACK RATE	0.077	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	0.077
	2020 Millage Rate	0.073
	Percentage Tax Increase	-5.45%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

 Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

 Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

 Responsible Party Title Date



City of Cartersville

City Council Meeting
8/6/2020 7:00:00 PM
May 2020 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the monthly financial reports for May 2020.
City Manager's Remarks:	Tom R will present this information Thursday evening.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of May 31, 2020

	FY 2018-19	FY 2019-20	FY 2018-19	FY 2019-20	100.00% OF BUDGET (Year to Date)
	MONTH OF May-19	MONTH OF May-20	Year to Date May-19	Year to Date May-20	
GENERAL FUND <i>excluding SPOST, DBA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,586,591	\$1,407,386	\$23,026,795	\$26,322,981	98.76%
EXPENDITURE	\$2,008,726	\$1,663,322	\$22,710,268	\$24,179,672	90.72%
Gen. Fund Net Profit (Loss)	(\$422,135)	(\$255,936)	\$316,527	\$2,143,309	
WATER & SEWER					
REVENUE	\$1,867,619	\$1,721,024	\$20,879,199	\$21,246,925	46.87%
EXPENDITURE	\$1,687,928	\$2,178,749	\$17,507,195	\$28,387,427	62.62%
Wtr. & Svr. Fund Net Profit (Loss)	\$179,691	(\$457,725)	\$3,372,004	(\$7,140,502)	
GAS					
REVENUE	\$1,691,639	\$1,137,373	\$25,093,298	\$21,835,793	75.70%
EXPENDITURES	\$1,786,856	\$1,341,507	\$28,578,482	\$18,306,847	63.46%
Gas Fund Net Profit (Loss)	(\$95,217)	(\$204,134)	(\$3,485,184)	\$3,528,946	
ELECTRIC					
REVENUE	\$3,720,705	\$3,191,244	\$43,895,323	\$43,366,995	92.02%
EXPENDITURES	\$3,876,974	\$3,505,503	\$42,775,465	\$41,263,563	87.56%
Electric Fund Net Profit (Loss)	(\$156,269)	(\$314,259)	\$1,119,858	\$2,103,432	
STORMWATER					
REVENUE	\$126,892	\$126,318	\$1,383,232	\$1,483,331	97.03%
EXPENDITURE	\$103,046	\$85,274	\$1,536,535	\$1,306,815	85.48%
Stormwater Fund Net Profit (Loss)	\$23,846	\$41,044	(\$153,303)	\$176,516	
SOLID WASTE					
REVENUE	\$221,888	\$232,585	\$2,439,505	\$2,941,921	98.79%
EXPENDITURE	\$197,224	\$323,265	\$2,531,373	\$2,785,136	93.52%
Solid Waste Fund Net Profit (Loss)	\$24,664	(\$90,680)	(\$91,868)	\$156,785	
FIBER OPTICS					
REVENUE	\$249,974	\$223,423	\$2,116,350	\$2,182,011	98.37%
EXPENDITURE	\$125,763	\$236,977	\$1,934,842	\$1,831,384	82.56%
Fiber Fund Net Profit (Loss)	\$124,211	(\$13,554)	\$181,508	\$350,627	

				% of Monthly Totals to
General Fund	Description	5/31/2020	FY 2020 Budget	Budget
	Total Revenues	\$26,322,982	\$26,653,300	98.76%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$4,080,348	\$3,684,815	110.73%
	Local Option Sales Tax (LOST)	\$3,897,808	\$4,493,260	86.75%
	Other Taxes	\$8,039,202	\$9,106,915	88.28%
	Building Permit & Inspection Fees	\$343,525	\$350,000	98.15%
	Fines and Forfeitures	\$260,493	\$541,845	48.08%
	Operating Transfers In-City Utilities	\$2,855,558	\$3,010,955	94.84%
	Other Revenues	\$6,846,048	\$5,465,510	125.26%
	Total Expenditures	\$24,179,672	\$26,653,300	90.72%
	Personnel Expenses	\$16,809,769	\$18,094,310	92.90%
	Operating Expenses	\$6,611,738	\$7,824,290	84.50%
	Capital Expenses	\$302,465	\$279,000	108.41%
	GO Bond Proceeds from School		\$0	#DIV/0!
Debt Pymt - JDA/CBA		\$0	#DIV/0!	
Library Appropriations	\$455,700	\$455,700	100.00%	
Water & Sewer Fund	Total Revenues	\$21,246,925	\$45,330,345	46.87%
	Water Sales	\$12,512,156	\$11,825,000	105.81%
	Sewer Sales	\$6,864,226	\$6,480,000	105.93%
	Bond Proceeds		\$25,600,000	0.00%
	Use of Reserves		\$844,845	0.00%
	Prior Year Capacity Fees		\$0	#DIV/0!
	Other Revenues	\$1,870,543	\$580,500	322.23%
	Total Expenditures	\$28,387,427	\$45,330,345	62.62%
	Personnel Expenses	\$3,516,624	\$4,143,850	84.86%
	Operating Expenses	\$3,102,867	\$4,619,210	67.17%
Capital Expenses	\$16,446,043	\$30,870,000	53.28%	
Transfer To General Fund	\$1,912,244	\$2,077,820	92.03%	
Debt Payments	\$3,409,649	\$3,619,465	94.20%	
Gas Fund	Total Revenues	\$21,835,793	\$28,847,030	75.70%
	Gas Sales	\$18,776,961	\$23,174,055	81.03%
	Gas Commodity Charge	\$1,322,823	\$2,017,920	65.55%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$92,285	\$0	#DIV/0!
	Other Revenues	\$1,643,724	\$976,810	168.27%
	Use of Reserves	\$0	\$2,678,245	0.00%
	Use of Borrowed Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$18,306,847	\$28,847,030	63.46%
	Personnel Expenses	\$2,013,151	\$2,265,130	88.88%
Operating Expenses	\$1,133,557	\$1,747,450	64.87%	
Purchase of Natural Gas	\$10,932,969	\$16,892,575	64.72%	
Transfer to General Fund	\$2,814,922	\$3,070,825	91.67%	
Debt Service	\$778,393	\$778,365	100.00%	
Capital Expenses	\$633,855	\$4,092,685	15.49%	

	Description	5/31/2020	FY 2020 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$43,366,995	\$47,128,390	92.02%
	Electric Sales	\$42,085,493	\$45,760,995	91.97%
	Other Revenues	\$1,281,502	\$1,367,395	93.72%
	Total Expenses	\$41,263,563	\$47,128,390	87.56%
	Personnel Expenses	\$2,284,056	\$2,557,110	89.32%
	Operating Expenses	\$1,225,970	\$1,629,795	75.22%
	Purchase of Electricity	\$34,665,945	\$38,970,235	88.95%
	Capital Expenses	\$630,338	\$1,265,410	49.81%
	Transfer to General Fund	\$2,457,254	\$2,705,840	90.81%
	Stormwater Fund	Total Revenues	\$1,483,331	\$1,528,800
Stormwater Revenues		\$1,384,061	\$1,482,800	93.34%
Mitigation Grant Revenue		\$0	\$0	#DIV/0!
Other Revenues		\$24,706	\$10,000	247.06%
Proceeds from Capital Leases		\$74,564	\$36,000	207.12%
Use of Reserves		\$0	\$0	#DIV/0!
Stormwater Improvement Funds		\$0	\$0	#DIV/0!
Total Expenses		\$1,306,814	\$1,528,800	85.48%
Personnel Expenses		\$700,374	\$794,345	88.17%
Operating Expenses		\$514,699	\$618,920	83.16%
Capital Expenses	\$91,741	\$115,535	79.41%	
Solid Waste Fund	Total Revenues	\$2,941,921	\$2,978,000	98.79%
	Refuse Collections Revenues	\$2,598,420	\$2,774,000	93.67%
	Other Revenues	\$156,480	\$49,000	319.35%
	Proceeds From Capital Leases	\$187,021	\$155,000	120.66%
	Total Expenses	\$2,785,136	\$2,978,000	93.52%
	Personnel Expenses	\$1,174,018	\$1,298,360	90.42%
Operating Expenses	\$1,317,385	\$1,524,640	86.41%	
Capital Expenses	\$293,733	\$155,000	189.51%	
Fiber Optics Fund	Total Revenues	\$2,182,011	\$2,218,200	98.37%
	Fiber Optics Revenues	\$1,900,730	\$2,004,000	94.85%
	GIS Revenues	\$102,975	\$113,200	90.97%
	Proceeds from Capital Leases	\$26,268	\$0	#DIV/0!
	Other Revenues	\$152,038	\$101,000	150.53%
	Total Expenses	\$1,831,384	\$2,218,200	82.56%
	Personnel Expenses	\$616,440	\$714,740	86.25%
	Operating Expenses	\$799,808	\$884,140	90.46%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
Debt Payment	\$7,659	\$15,305	0.00%	
Capital Expenses	\$407,477	\$604,015	67.46%	

Cash Position	6/30/19	7/31/19	8/31/19	9/30/19	10/31/19	11/30/19	12/31/19
Total Unrestricted Cash Balance	\$40,251,710.03	\$38,456,775.96	\$38,418,828.41	\$36,834,019.31	\$35,720,053.48	\$36,316,216.85	\$38,579,091.94
Total Restricted Cash Balance	\$181,915,991.66	\$182,603,781.75	\$182,259,321.76	\$183,491,168.79	\$184,019,838.49	\$185,424,490.82	\$185,911,548.24
Cash Position		1/31/20	2/28/20	3/31/20	4/30/20	5/31/20	6/30/20
Total Unrestricted Cash Balance		\$36,616,221.50	\$38,379,293.08	\$39,561,091.29	\$39,489,589.06	\$34,590,460.39	
Total Restricted Cash Balance		\$186,017,679.78	\$183,444,627.96	\$177,886,375.27	\$182,874,899.36	\$184,536,466.35	

Highlights for the Month of May 2020:

Unrestricted cash decreased due to decreases in the Garage, Grant, Gas, General, Water, Electric, Insurance, and Solid Waste funds, and were offset by an increase in the Stormwater fund.

Restricted cash increased due to increased cash in the Pension, Hotel/Motel Tax, Motor Vehicle Tax, GO Parks & Rec Bond, SPLOST 2003, SPLOST 2020, and Debt Service funds. The following funds had decreases in cash: Federal DEA and Development Fee Funds.