



**SERVICE DELIVERY STRATEGY**  
**FORM 1**

COUNTY: **FLOYD COUNTY**

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

OPTION A <i>Revising or Adding to the SDS</i>	OPTION B <i>Extending the Existing SDS</i>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div style="background-color: #000080; color: white; padding: 5px; text-align: center; margin-top: 10px;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp" style="color: white;">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

**NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.**

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Floyd County      City of Rome      City of Cave Spring  
The Development Authority of Floyd County      Rome -Floyd Land Bank  
Rome-Floyd Development Authority      Authority  
Gordon Floyd County Development Authority      Rome Floyd Parks & Recreation Department  
City of Rome Board of Education  
Floyd County Board of Education

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Airport      Animal Control      Building Inspection/Planning      Bridge Maintenance  
Court Services      Day Care      E-911/Emergency Management      Economic Development  
Elections and Registration      Fire Service      Warrants/Jail(Sherriff)      Library  
Police Services      Prison(County)      Records Retention      Recycling  
Solid Waste Collection      Solid Waste Disposal      Street Lighting      Street Paving  
Tax Collections      Tourism      Wastewater      Community Development      Purchasing

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Rome-Floyd County Parks and Recreation  
Water  
Rome-Floyd County Land Bank Authority



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: FLOYD COUNTY**

**Service: Rome-Floyd County Land Bank Authority**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Rome-Floyd County Land Bank Authority**

b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Rome-Floyd Land Bank Authority**

c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): **Type Name of Government, Authority or Organization Here**

d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
City of Rome	General Funds
Floyd County	General Funds
Rome-Floyd County Land Bank Authority	Sales Proceeds Fund and Property Tax Collections Funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This service is being added to the Service Delivery Strategy for the first time to affirm the continued existence of the Land Bank and to foster the public purpose of returning land which is non revenue-generating and nontax-producing to an effective utilization status.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Amended and Restated Interlocal Cooperation Agreement	City of Rome and Floyd County	February 28, 2017 - After six months of a written notice by either party

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Agreements are/will be signed as needed for a particular project.

7. Person completing form: **Kayla Schaaf, Associate Planner**

Phone number: **776-236-5026**

Date completed: September 29, 2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No





If not, provide designated contact person(s) and phone number(s) below:

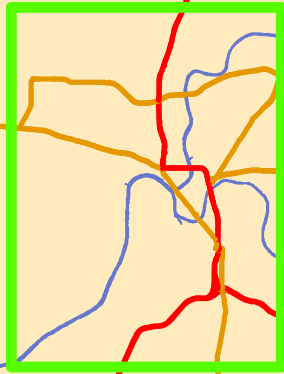
**Bekki Fox, Community Development Director 706-236-4477**



**City of Rome  
and Floyd County  
Service Delivery Strategy  
Land Bank Authority**

**Legend**

-  US Highway
-  State Highway
-  River
-  Land Bank Area of Responsibility



Miles

1:240,000

1 inch = 4 miles

# City of Rome and Floyd County

## Service Delivery Strategy

### Land Bank Authority

Inventory current as of Feb 1, 2021

**H13J051**  
o MARIGOLD RD

**I13K024**  
607 EXCELSIOR ST

**J13J048**  
330 ROSS ST

**K13Y244**  
o SUPERBA AVE

**I14Z059**  
631 PENNINGTON AVE

**I14Z064**  
622 BROAD ST

**J14E237**  
16 FOREST ST

**I14Z103**  
o POLLOCK ST

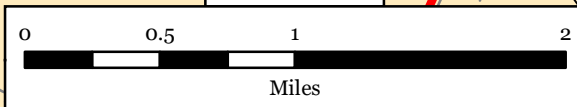
**I14Z098**  
5 POLLOCK ST

### Legend

-  Railroad
-  US Highway
-  State Highway
-  River
-  Floyd County



1:45,000  
1 in = 0.71 miles



Rec  
2-27-2017

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT  
ESTABLISHING THE ROME-FLOYD COUNTY LAND BANK  
AUTHORITY**

**AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT**

**BETWEEN**

**FLOYD COUNTY, GEORGIA**

**AND**

**CITY OF ROME, GEORGIA**

**REGARDING CONTINUED EXISTENCE AND OPERATION OF THE**

**ROME-FLOYD COUNTY LAND BANK AUTHORITY**

(a Georgia public body corporate and politic)

## PREAMBLE

This AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this 28<sup>th</sup> day of FEBRUARY, 2017 under Article 9, Section 3 of the Georgia Constitution, and sections 36-34-2(5) and 48-4-100 through 48-4-112 of the Official Code of Georgia Annotated, between **FLOYD COUNTY, GEORGIA**, a body politic of the State of Georgia (the "County") and the **CITY OF ROME**, a municipal corporation of the State of Georgia located entirely within the geographical boundaries of Floyd County, Georgia (the "City") (the County and the City collectively referred to as the "Parties") amends and replaces that certain **INTERLOCAL COOPERATION AGREEMENT ESTABLISHING THE ROME-FLOYD COUNTY LAND BANK AUTHORITY**, dated as of April 16, 2007 (the "Original Agreement") in order to authorize the **ROME-FLOYD COUNTY LAND BANK AUTHORITY** (the "Land Bank Authority" or "Land Bank"), a separate legal entity and public body corporate, to continue in existence and exercise the additional authorities and powers contained within the Georgia Land Bank Act.

## RECITALS

WHEREAS, in enacting Section 48-4-100 *et seq.* of the Official Code of Georgia Annotated (hereinafter the "Land Bank Act"), the Georgia General Assembly found that there exists in the state of Georgia a continuing need to strengthen and revitalize the economy of the state of Georgia and local units of government in this state and that it is in the best interests of the state of Georgia and local units of government in this state to assemble or dispose of public property, including dilapidated, abandoned and tax delinquent property, in a coordinated manner to foster the development of that property and to promote economic growth in the State of Georgia; and

WHEREAS, the Land Bank Act permits any county or counties and at least one city located in each participating county to enter into an intergovernmental contract establishing a land bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is nonrevenue generating and nontax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the State of Georgia; and

WHEREAS, the Rome-Floyd Land Bank Authority was created on April 16, 2007, pursuant to Section 48-4-61 of the Official Code of Georgia Annotated, by execution of the Original Agreement; and

WHEREAS, the Land Bank Act authorizes any Georgia Land Bank Authority created prior to July 12, 2012, to continue in existence in accordance with the provisions of the Land Bank Act upon the unanimous consent of the Board members, and contingent upon the appointment of at least one additional Board member; and

WHEREAS, on December 6, 2013, in accordance with the Land Bank Act, the Board of Directors of the Land Bank Authority unanimously resolved to continue in existence according to the provisions of the Land Bank Act, contingent upon the appointment of at least one additional Board member so that there are now an odd number of Board members; and

WHEREAS, the Parties herein agree that the continued existence of the Land Bank would be beneficial to the citizens and governments of and located within Floyd County; and

WHEREAS, on \_\_\_\_\_, the Parties approved one (1) new Board member such that there are now an odd number of members of the Land Bank; and

**Section 1.08.** “Party” or “Parties” means either individually or collectively, as applicable, Floyd County or City of Rome as each is a signatory to this Agreement, and any other city, county or consolidated government that becomes a Party to this Agreement after the Effective Date.

**Section 1.09.** “Person” means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity or other legal entity.

**Section 1.10.** “Quorum” means a simple majority of the Board members then in office.

**Section 1.11.** “Real Property” means all lands and the buildings thereon, all things permanently attached to land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.

**Section 1.12.** “State” means the State of Georgia.

## **ARTICLE II** **PURPOSE**

**Section 2.01. Purpose.** The purpose of this Agreement is to affirm the continued existence of the Land Bank, and to empower the Land Bank to exercise the powers, duties, functions and responsibilities of a land bank under the Land Bank Act, including the acquisition of tax delinquent properties located in the City and County in order to foster the public purpose of returning land which is nonrevenue-generating and nontax-producing to an effective utilization status in order to provide affordable housing, new industry, and jobs for citizens of the City and County.

**Section 2.02. Programs and Functions.** The Land Bank shall endeavor to carry out the powers, duties, functions and responsibilities of a land bank under the Land Bank Act consistent with Agreement, including, but not limited to, the power, privilege and authority to acquire, manage and dispose of interests in Real Property, and to do all other things necessary or convenient to implement the purposes, objectives and provisions of the Land Bank Act and the purposes, objectives and powers delegated to a land bank under other laws or executive orders.

## **ARTICLE III** **CREATION OF LAND BANK**

**Section 3.01. Creation and Legal Status of Land Bank.** The Land Bank was previously established on April 16, 2007 as a separate legal entity and public body corporate, known as the “Rome-Floyd County Land Bank Authority,” for the purposes of acting as a land bank under the Land Bank Act, and its continued existence affirmed for the purposes of implementing and administering this Agreement.

**Section 3.02. Policies and Procedures.** The Board shall adopt policies and procedures consistent with the provisions of this Agreement and the Land Bank Act.

**Section 3.03. Principal Office.** The principal office of the Land Bank shall be at a location within the geographical boundaries of Floyd County, as determined by the Board.

**Section 3.04. Title to Land Bank Assets.** Except as otherwise provided in this Agreement, the Land Bank shall have title to all of its Real Property and no Party shall have an ownership interest in Real Property owned by the Land Bank.

**Section 3.05. Tax-Exempt Status.** The Parties intend the activities of the Land Bank to be governmental functions carried out by an instrumentality or political subdivision of the State as described

WHEREAS, the Land Bank is now authorized in accordance with the provisions of the Land Bank Act to exercise the additional authorities and powers contained therein; and

WHEREAS, the authority for the Parties to enter into this Contract is Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, which authorizes intergovernmental contracts for up to fifty (50) years for the provision of services or uses of property not otherwise prohibited by law, and the provisions of the Land Bank Act; and

WHEREAS, the Parties desire for the continued existence of the Land Bank as a public body corporate and politic within the State of Georgia to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act; and

WHEREAS, the exercise of such additional authorities and powers by the Land Bank requires amendment to the Original Agreement.

Accordingly, the Parties agree that the Original Agreement is hereby amended and substituted with this Agreement and also hereby agree as follows:

#### **ARTICLE I** **DEFINITIONS**

As used in this Agreement the following terms shall have the meanings provided in this Article.

**Section 1.01. "Agreement"** means this intergovernmental contract between the Parties.

**Section 1.02. "Board of Directors" or "Board"** means the Board of Directors of the Rome-Floyd County Land Bank Authority.

**Section 1.03. "Effective Date"** means the date upon which all of the following are satisfied:

- (a) This Agreement is approved by ordinance of the Governing Authority of Floyd County; and
- (b) this Agreement is approved by ordinance of the Governing Authority of the City of Rome.

**Section 1.04. "Fiscal Year"** means the fiscal year of the Land Bank, which shall begin on January 1st of each year and end on the following December 31st.

**Section 1.05. "Land Bank Act"** means Section 48-4-100 *et seq.* of the Official Code of Georgia Annotated as it exists on the Effective Date, and as it may be hereafter amended or replaced, subject to the provisions of Section 10.11 of this Agreement.

**Section 1.06. "Land Bank"** means the public body corporate and politic continuing in existence pursuant to and in accordance with the provisions of this Agreement and known as the Rome-Floyd County Land Bank Authority.

**Section 1.07. "Original Agreement"** means the Interlocal Cooperation Agreement Establishing the Rome-Floyd County Land Bank Authority, dated as of April 16, 2007.

in Section 115 of Title 26 of the United States Internal Revenue Code, or any corresponding provisions of any future tax code. The Parties also intend the activities of the Land Bank to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Georgia law from taxation by this State, including, but not limited to, ad valorem property tax exemption pursuant to Section 48-5-41 of the Official Code of Georgia Annotated or corresponding provisions of future State tax laws.

**Section 3.06. Waiver of Special Assessments.** Upon the request of the Land Bank and for the purposes of fostering the goals and objectives of the Land Bank, at its option, and in its discretion, may extinguish special assessments levied by the Party prior to the date of acquisition by the Land Bank against Real Property owned by the Land Bank, or may exempt Real Property owned by the Land Bank from the imposition of special assessments.

**Section 3.07. Compliance with Law.** The Land Bank shall comply with all federal and state laws, rules, regulations and orders applicable to this Agreement.

**Section 3.08. Relationship of Parties.** The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. The Land Bank shall not obligate any Party nor shall any obligation of the Land Bank constitute an obligation of any Party.

**Section 3.09. No Third-Party Beneficiaries.** Except as otherwise specifically provided, this Agreement does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably or by implication), right to be subrogated to any Party's rights under this Agreement, or any other right or benefit.

#### ARTICLE IV

#### **BOARD TO GOVERN AUTHORITY; MEETING; ORGANIZATION; AND STAFF**

**Section 4.01. Board Composition and Term of Office.** The Land Bank shall be governed by a Board of Directors composed of five (5) members: two members appointed by the Rome City Commission, two members appointed by the Floyd County Board of Commissioners, and one member that shall be jointly nominated and approved by the Rome City Commission and the Floyd County Board of Commissioners. Each member shall serve at the pleasure of the respective appointing Party for a term of four (4) years. The Board members shall be residents of the County and may be employees of the Parties. Any vacancies shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

**Section 4.02. Meetings.** The Board shall meet from time to time according to a schedule adopted by the Board. Meetings of the Board shall comply with the provisions of Sections 50-14-1 *et seq.* of the Official Code of Georgia Annotated, including, but not limited to, the provisions requiring public notice of the time, place and date of the meetings. All meetings shall be open to the public, except as otherwise provided by Chapter 14 of Title 50.

**Section 4.03. Records of Meetings.** The Board shall maintain a written record of each meeting. Meeting summaries and minutes shall be kept in accordance with Sections 50-14-1 *et seq.* and 50-18-70 *et seq.* of the Official Code of Georgia Annotated. All records of the Land Bank shall be subject to Article 4 of Chapter 18 of Title 50, relating to open records.



**Section 4.04. Quorum and Voting.** A quorum of Board membership shall be a simple majority of the entire Board, and no action of the Board shall be taken in the absence of a quorum. All actions of the Board shall be approved by the affirmative vote of a majority of the members of the Board present and voting; provided, however, that no action of the Board shall be authorized on the following matters unless approved by a majority of the entire Board membership:

(a) Adoption of bylaws and other rules and regulations for conduct of the Land Bank's business;

(b) Hiring or firing of any employee or contractor of the Land Bank. This function may, by a majority vote of the total Board membership, be delegated to a specific officer or committee of the Land Bank, under such terms and conditions and to the extent that the Board may specify;

(c) The incurring of debt;

(d) Adoption or amendment of the annual budget;

(e) Sale, lease, encumbrance, or alienation of real property, improvements or personal property with a value of more than \$50,000; and

(f) Discharge and extinguishment of liens or claims for real property taxes owed to one or more of the Parties on Real Property acquired by the Land Bank.

**Section 4.05. Board Responsibilities.** The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Agreement and the Land Bank Act, including, but not limited to, the powers set forth in Sections 48-4-106 and 48-4-112 of the Land Bank Act.

**Section 4.06. Fiduciary Duty.** The members of the Board are under a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The members of the Board shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

**Section 4.07. Compensation.** The members of the Board shall receive no compensation for the performance of their duties. A Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by Georgia law. The Land Bank may reimburse members of the Board for actual and necessary expenses incurred in the discharge of their official duties on behalf of the Land Bank.

**Section 4.08. Chairperson and Vice Chairperson.** The Board shall elect annually a chairperson and vice chairperson from among the Board members. The chairperson shall execute all deeds, leases, and contracts of the Land Bank when authorized by the Board. In the absence of the chairperson, the vice chairperson shall have the authority to execute all deeds, leases, and contracts of the Land Bank when authorized by the Board.

**Section 4.09. Staffing and Retention of Outside Services.**

(a) Employment and Compensation of Staff. With the joint approval of the City and the County, the Land Bank may employ, through contract or otherwise, any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. Such staff position shall be approved and funded in its annual budget by the City and the County. All staff members shall be selected by the Board and the

Board shall have the authority to set the terms and conditions, including benefits and compensation of any person so employed.

(b) Contribution of Support Personnel.

(1) City and County personnel may be used to provide staff resources to the land Bank consistent with the terms and conditions of this Agreement and for the purpose of assisting the Board in the execution of its duties and responsibilities.

(2) The City and the County shall cooperate fully with the Land Bank regarding access to records, the identification of properties for purchase at tax sale or acquisition, joint foreclosure of redemption rights, maintenance of properties, preparation for Land Bank sales, closing on Land Bank properties, and post-sale follow-up and monitoring.

(c) Retention of Outside Consultants. The Board, in its discretion and with the line item approval set forth in the annual budget and approved by the City and County, shall be authorized to expend funds to obtain consulting, legal and other services as needed to carry out its duties and responsibilities and to implement its priorities.

**Section 4.10. Conflicts of Interest.** Members of the Board and officers, appointees, employees and independent contractors of the Land Bank shall be deemed to be public official for the purposes of Section 45-10-20 *et seq.* of the Official Code of Georgia Annotated and are subject to any other applicable law with respect to conflicts of interest. The Land Bank shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The Board shall require that any member of the Board with a direct or indirect interest in any matter before the Board disclose the member's interest to the Board before the Board takes any action on the matter.

**ARTICLE V**  
**GENERAL POWERS OF THE LAND BANK**

**Section 5.01. General Powers Under Land Bank Act.** The Land Bank may exercise all of the powers, duties, functions and responsibilities of a land bank under the Land Bank Act to the extent authorized by the Land Bank Act and any other Georgia law.

**Section 5.02. Tax Limitation.** The Land Bank shall not levy any type of tax or special assessment.

**Section 5.03. Eminent Domain Prohibited.** The Land Bank shall neither possess nor exercise the power of eminent domain.

**Section 5.04. No Waiver of Governmental Immunity.** The Parties agree that no provision of the Contract is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

**Section 5.05. Acquisition of Property in Own Name.** The Land Bank shall hold in its own name all real property acquired by the Land Bank without regard to the identity of the transferor of the property.

**ARTICLE VI**  
**SPECIFIC POWERS OF THE LAND BANK**

**Section 6.01. Acquisition of Real Property.** Except as otherwise provided in this Agreement or under the Land Bank Act, the Land Bank may acquire, by gift, devise, transfer, exchange, foreclosures, purchase or otherwise, Real Property or personal property, or rights or interests in Real Property or personal property, on terms and conditions and in a manner the Board considers is in the best interest of the Land Bank.

**Section 6.02. Tax-Delinquent Real Property.** Subject to the requirements of Section 4.04 of this Agreement, the Land Bank may discharge and extinguish Real Property tax liens and claims owed to one or more of the Parties that encumber Real Property owned by the Land Bank. The Land Bank may bid on and acquire title to Real Property in judicial and non-judicial tax enforcement proceedings in accordance with Section 48-4-112 of the Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties. The Land Bank may negotiate the acquisition of tax executions in accordance with Section 48-4-112 of the Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties.

**Section 6.03. Quiet Title Actions.** The Land Bank may initiate a quiet title action to quiet title to interests in Land Bank Real Property.

**Section 6.04. Execution of Legal Documents Relating to Real Property.** All deeds, mortgages, contracts, leases, purchases or other contracts regarding Real Property of the Land Bank, including contracts to acquire or dispose of Real Property, shall be approved by the Board or by a Land Bank staff member designated by the Board, and executed in the name of the Land Bank.

**Section 6.05. Holding and Managing Real Property.** The Land Bank may hold and own in its name any Real Property acquired by the Land Bank or conveyed to the Land Bank by the State of Georgia, the County, the City, a local unit of government, an intergovernmental entity created under the laws of the State of Georgia, or any other public or private Person, including, but not limited to, Real Property with or without clear title. The Land Bank may, without the approval of a local unit of government in which Real Property held by the Land Bank is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the Real Property it holds or owns, The Land Bank shall maintain all Real Property held by the Land Bank in accordance with applicable laws and codes. Real Property held by the Land Bank shall be inventoried and appraised and classified by the Land according to the title status of the Real Property and suitability for use. The inventory shall be maintained as a public record and shall be filed in the principal office of the Land Bank. The Land Bank may take or perform actions with respect to Real Property held or owned by the Land Bank, including, but not limited to, the following:

(a) grant or acquire a license, easement, or option with respect to Real Property as the Land Bank determines is reasonably necessary to achieve the purposes of this Agreement and the Land Bank Act;

(b) fix, charge, and collect rents, fees, and charges for use of Land Bank Real Property or for services provided by the Land Bank;

(c) pay any tax or special assessment due on Real Property acquired or owned by the Land Bank;

(d) take any action, provide any notice, or institute any proceeding required to clear or quiet title to Real Property held by the Land Bank in order to establish ownership by and vest title to Real Property in the Land Bank; and

(e) remediate environmental contamination on any Real Property held by the Land Bank.

**Section 6.06. Transfer of Interests in Real Property by Land Bank.** On terms and conditions, in a manner, and for an amount of consideration the Land Bank considers property, fair and reasonable, including for no monetary consideration, the Land Bank may convey, sell, transfer, exchange, lease as lessor, mortgage as mortgagor, or otherwise dispose of Real Property or rights or interests in Real Property in which the Land Bank holds a legal interest, to any public or private Person.

**Section 6.07. Criteria for Conveyance.** Land Bank Real Property shall be conveyed in accordance with the Land Bank Act and according to criteria determined in the discretion of the Board and contained in the policies and procedures adopted by the Board. The Board may adopt policies and procedures that set forth a hierarchical ranking of priorities for a transferee's use of Real Property conveyed by the Land Bank.

**Section 6.08. Structure of Conveyances.** Transactions shall be structured in a manner that permits the Land Bank to enforce contractual agreements, real covenants and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

**Section 6.09. Disposition of Proceeds.** Any proceeds from the sale or transfer of Real Property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Land Bank Act.

**Section 6.10. Development of Real Property Conveyed by the Land Bank.**

(a) Time Limits for Development. To protect against long-term speculation by grantees of Land Bank Real Property, any conveyance of Real Property by the Land Bank shall contain a condition of automatic reversion of title to the Land Bank. All titles to Real Property conveyed from the Land Bank to any individual or entity shall contain language to the effect that title will revert to the Land Bank in the event that construction or rehabilitation of the Real Property has not commenced within one (1) year of conveyance of the Real Property from the Land Bank, the Land Bank may take any necessary action to establish the forfeiture of the Real Property so conveyed.

(c) Extension of Time Limits for Development. The Land Bank, in its discretion, may upon a majority vote of the Board, grant in writing, extensions or exceptions to the right of reversion described in subsection (a). The criteria for the granting a one-year extension or exceptions to the right of reversion shall be delineated by the Board and applied on a case-by-case basis by the Land Bank and may be exercised at any time prior to the expiration of one (1) year from conveyance of the Real Property from the Land Bank. In the event the grantee elects to sell the Real Property within one (1) year of conveyance or during any one-year extension granted by the Land Bank due to an inability to develop the proposed project, the Land Bank must approve such sale.

**ARTICLE VII**

**DUTIES AND RESPONSIBILITIES OF THE LAND BANK**

**Section 7.01. Review of Standards, Priorities and Procedures.**

(a) During its first meeting each year, the Board shall set priorities for the processing of properties based on factors such as staff availability, the number of outstanding properties being monitored by the Land Bank, and potential needs and demand for Land Bank properties.

**Section 7.02. Land Bank Records.** The Land Bank shall keep and maintain at the principal office of the Land Bank all documents and records of the Land Bank. The records of the Land Bank, which shall be available to the Parties, shall include, but not be limited to, a copy of this Agreement along with any amendments to this Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

## **ARTICLE VIII**

### **FUNDING AND EXPENDITURES**

#### **Section 8.01. Establishment of Budget.**

(a) The Board shall propose the Land Bank's budget annually and submit this budget to the City and County no later than the last day of September each year. The budget documents submitted to the City and the County shall list and describe total requests made to the City and the County and shall state the portion requested from each Party. The expenses of the Land Bank's activities shall be apportioned between the Parties based on the costs incurred by the Land Bank within each Party's jurisdiction during the preceding year, plus any additional expenses anticipated for the ensuing year within each jurisdiction and the amount budgeted and the amount requested from each Party shall be determined in this manner.

(b) Any funds held by the Land Bank shall be applied to the fulfillment of the monetary obligations as identified as part of the Land Bank's annual budget and shall be identified as such in any budget documents submitted to the City and the County.

(c) The Land Bank may include in its proposed budget "processing fees" to cover the cost of the title examinations or other related expenses.

**Section 8.02. Management of Funds.** The Land Bank's chief administrative officer, or other individual designated by the Land Bank, shall be designated the fiscal agent of the Land Bank's account established for the management of sales proceeds, monetary contributions made by the Parties, donations, and other Land Bank funds. The Land Bank shall maintain a set of books and records as recommended by the City auditor. The books and records of the Land Bank shall be audited annually by the City auditor in conjunction with the County Finance Officer.

**Section 8.03. Authorized Expenditures.** The Land Bank shall in its sole discretion and within the budgetary guidelines set forth in this Agreement, expend such funds as necessary to carry out the powers, duties, functions and responsibilities of a land bank under the Land Bank Act consistent with this Agreement.

#### **Section 8.04. Budget Contributions.**

(a) Budget requests to the City and the County shall include only costs that are not covered by funds of the Land Bank.

(b) The total County contribution is subject to the annual approval by the Board of Commissioners; said approval shall include a schedule of payments.

(c) The total City contribution is subject to the annual approval of the City Commission; said approval shall include a schedule of payments.

**Section 8.05. Tax Allocation.** The Parties agree that in accordance with Section 48-4-110(c) of the Land Bank Act, 75% of the Real Property taxes collected on Real Property, exclusive of any state or school district ad valorem tax, conveyed by the Land Bank after the Effective Date shall be remitted to the Land Bank commencing with the first taxable year following the date of conveyance and shall continue for a period of five years.

## **ARTICLE IX**

### **DURATION OF CONTRACT**

**Section 9.01. Duration.** This Contract shall commence on the Effective Date and shall remain in full force and effect until such time as it has been terminated by the Parties.

**Section 9.02. Withdrawal by Party and Termination.** Any Party may withdraw from this Contract upon six (6) months prior notice in writing to the Land Bank and all Parties as provided under Section 10.01. Upon the effective withdrawal of any Party to this Contract, the Land Bank shall be terminated.

**Section 9.03. Disposition upon Termination.** As soon as possible after termination, the Land Bank shall finish its affairs as follows:

(a) all of the Land Bank's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Land Bank and distribution of its assets shall be paid first;

(b) the remaining Real Property and personal property owned by the Land Bank, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, any personal property remaining shall be distributed pro rata, or as otherwise agreed, according to the appraised value to the Parties. All Real Property held by the Land Bank at the time of termination which was acquired by the Land Bank through donation from a Party shall be distributed to the donating Party. Any other remaining Real Property shall revert to the governmental entity having jurisdiction over the property.

(c) liability shall be absorbed upon termination as agreed upon by the Board of the Land Bank. In the absence of agreement by the Board, liability associated with each property shall be with the Party in which the property is located.

## **ARTICLE X**

### **MISCELLANEOUS**

**Section 10.01. Notices.** Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first-class mail. All such written notices, including any notice of withdrawal under Article IX, shall be sent to each other Party's signatory to this Agreement, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail, return receipt requested.

Notices to Floyd County shall be sent to:

Jamie A. McCord  
Floyd County Manager  
12 E. 4<sup>th</sup> Avenue Suite 210  
P.O. Box 946  
Rome, Georgia 30162-0946

Notices to the City of Rome shall be sent to:

Sammy Rich  
City Manager  
601 Broad Street  
P.O. Box 1433  
Rome, Georgia 30162-1433

Notices to the Land Bank shall be sent to the Land Bank Principal Office. All notices sent to the addresses listed above shall be binding unless said address is changed in writing.

**Section 10.02. Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior contracts or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are not a mere recital and that there are no other contracts, understandings or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

**Section 10.03. Interpretation of Contract.** The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the Land Bank under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

**Section 10.04. Severability of Provisions.** If any provision of this Agreement, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

**Section 10.05. Governing Law.** This Agreement is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

**Section 10.06. Captions and Headings.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.



**Section 10.07. Terminology.** All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

**Section 10.08. Cross-References.** References in this Agreement to any article include all sections, subsections, and paragraphs in the article, unless specifically noted otherwise. References in this Agreement to any section include all subsections and paragraphs in the section.

**Section 10.09. Jurisdiction and Venue.** In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Court of Floyd County.


**Section 10.10. Amendments to Agreement.** This Agreement may be amended or an alternative form of this Agreement adopted only upon written amendment approved by all Parties.

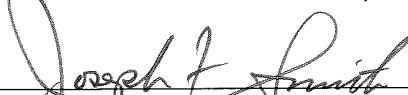
**Section 10.11. Amendments to Land Bank Act.** The Land Bank and Board shall have any powers authorized pursuant to any amendments, replacements or substitutions to the Land Bank Act, unless the Agreement is amended by the Parties to provide otherwise.

**Section 10.12. Effective Date.** This Agreement shall become effective as of the Effective Date.

IN WITNESS WHEREOF, the City and County, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered for final execution by the parties as of the 28<sup>th</sup> day of FEBRUARY, 2017.


**CITY OF ROME, GEORGIA**

By:   
Mayor, Rome City Commission, *MAJOR PRO TEM*

Attest:   
City Clerk *2-27-2017*

**FLOYD COUNTY, GEORGIA**

By:   
Chair, Floyd County Board of Commissioners

Attest:   
County Clerk



## Rome-Floyd County Land Bank Authority



### LAND BANK ADMINISTRATIVE POLICIES

#### Rome-Floyd County Land Bank Authority

#### Administrative Policies and Procedures

As approved and adopted by the Board of Directors on August 11, 2017

These policies and procedures are a consolidation of and codification of all prior policies and procedures of the Land Bank Authority (hereinafter “LBA”) and supersede all such prior policies and procedures.

#### Section 1. Role as a Public Authority.

- 1.1 Public Authority. The LBA is a public entity authorized by state law and created pursuant to an intergovernmental contract between Floyd County and the City of Rome dated February 28, 2017. It is governed by a Board of Directors appointed by Floyd County and by the City of Rome.
- 1.2 Governing Authority. The core governing documents of the LBA are Sections 48-4-100 *et seq.* of the Official Code of Georgia Annotated (hereinafter the “Land Bank Act”), the intergovernmental contract between Floyd County and the City of Rome dated February 28, 2017 and the By-laws.
- 1.3 Purposes. The LBA is established to acquire the tax delinquent properties, surplus properties of the local governments, and other properties in order to foster the public purpose of returning land which is in a nonrevenue-generating, nontax-producing status to an effective utilization status in order to provide affordable housing, new industry and jobs for the citizens of Georgia.

#### Section 2. Priorities for Property Use.

- 2.1 Governmental Use. As a governmental entity created by **The City of Rome and Floyd County**, the first priority use of real property of the LBA is to make available its properties to the local governments for public use and ownership as determined by the local governments.
- 2.2 Affordable Housing. The first use of real property of the LBA for nongovernmental purposes is the production or rehabilitation of housing for persons with low or moderate incomes. On an annual basis the Board of Directors will establish the applicable definitions of “low income” and “moderate income”.
- 2.3 Other Purposes. The LBA may consider permitting the property to be used for other community improvement purposes. These uses should be consistent with the following priorities: neighborhood revitalization; return of the property to productive tax-paying status; land assemblage for economic development; long-term “banking” of properties for future strategic uses; and provision of financial resources for operating functions of the LBA.
- 2.4 Neighborhood Consultation. The LBA expects every applicant seeking to acquire property from the LBA to demonstrate prior consultation with neighborhood associations and nonprofit entities in the geographical location of the property as applicable.

### Section 3. Priorities for Identity of Transferees.

- 3.1 Priority Transferees. Except where limited by the terms of its acquisition, the first priority for use of real property held by the LBA shall be for conveyance to local government entities for public use. The second priority shall be neighborhood nonprofit entities seeking to obtain the land for low-income housing. The third priority shall be other individuals and entities intending to produce low-income or moderate income housing. The LBA may also, at its discretion, give priority to: nonprofit institutions such as academic institutions and religious institutions; entities that are a partnership, limited liability corporation, or joint venture comprised of a private nonprofit corporation and a private for-profit entity; and individuals who own and occupy residential property for purposes of the Side Lot Disposition Program.
- 3.2 Transferee Qualifications. All applicants seeking to acquire property from the LBA, or to enter into transaction agreements with the LBA, will be required to provide as part of the application such information as may be requested by the LBA, including but not limited to (a) the legal status of the applicant, its organizational and financial structure, and (b) its prior experience in developing and managing real property.
- 3.3 Reserved Discretion. The LBA reserves full and complete discretion to decline applications and proposed transaction agreements from individuals and entities that meet any of the following criteria:
- (a) failure to perform in prior transactions with the LBA,
  - (b) ownership of properties that became delinquent in ad valorem tax payments and remain delinquent in ad valorem tax payments during their ownership,
  - (c) parties that are barred from transactions with local government entities,
  - (d) parties not able to demonstrate sufficient experience and capacity to perform in accordance with the requirements of the LBA,
  - (e) ownership of properties that have any unremediated citation for violation of state and local codes and ordinances, and
  - (f) properties that have been used by the transferee or a family member of the transferee as his or her personal residence at any time during the twelve (12) months immediately preceding the submission of application (except in rental cases).

### Section 4. Priorities Concerning Neighborhood and Community Development.

The LBA reserves the right to consider the impact of a property transfer on short- and long-term neighborhood and community development plans. In doing so, the LBA may prioritize the following in any order in which it deems appropriate: the preservation of existing stable and viable neighborhoods; neighborhoods in which a proposed disposition will assist in halting a slowly occurring decline or deterioration; neighborhoods which have recently experienced or are continuing to experience a rapid decline or deterioration; geographic areas which are predominantly non-viable for purposes of residential or commercial development.

### Section 5. Conveyances to the LBA.

- 5.1 Sources of Property Inventory. Sources of real property inventory of the LBA include, but are not limited to, the following: (a) transfers from local governments, (b) acquisitions by the LBA at tax foreclosures, (c) donations from private entities, (d) market purchases, (e) conduit transfers contemplating the simultaneous acquisition and disposition of property, and (f) other transactions such as land banking agreements.

5.2 Policies Governing the Acquisition of Properties. In determining which, if any, properties shall be acquired by the LBA, the LBA shall give consideration to the following factors:

- (a) Proposals and requests by nonprofit corporations that identify specific properties for ultimate acquisition and redevelopment.
- (b) Proposals and requests by governmental entities that identify specific properties for ultimate use and redevelopment.
- (c) Residential properties that are occupied or are available for immediate occupancy without need for substantial rehabilitation.
- (d) Improved properties that are the subject of an existing order for demolition of the improvements and properties that meet the criteria for demolition of improvements.
- (e) Vacant properties that could be placed into a Side Lot Disposition Program.
- (f) Properties that would be in support of strategic neighborhood stabilization and revitalization plans.
- (g) Properties that would form a part of a land assemblage development plan.
- (h) Properties that will generate operating resources for the functions of the LBA.

5.3 Acquisitions through Delinquent Tax Enforcement Proceedings. The Tax Commissioner may combine properties from one or more of the foregoing categories in structuring the terms and conditions of the tax foreclosure procedures, and the LBA may acquire any such properties prior to sales, at such sales, or subsequent to sales as authorized by law. In determining the nature and extent of the properties to be acquired the Tax Commissioner shall also give consideration to underlying values of the subject properties, the financial resources available for acquisitions, the operational capacity of the LBA, and the projected length of time for transfer of such properties to the ultimate transferees.

5.4 Transaction Agreements. In all cases involving conduit transfers and land banking agreements a transaction agreement must be approved in advance and executed by the LBA and the grantor of the property. In the case of conduit transfers such a transaction agreement will generally be in the form of an Acquisition and Disposition Agreement prepared in accordance with these Policies. In the case of a land banking relationship such a transaction agreement will generally be in the form of a land banking agreement prepared in accordance with these Policies. These transaction agreements shall be in form and content as deemed by the LBA to be in the best interest of the LBA, and shall include to the extent feasible specification of all documents and instruments contemplated by the transaction as well as the rights, duties and obligations of the parties.

5.5 Title Assurance. In all acquisitions of property by the LBA through transaction agreements the LBA generally requires a certificate of title based upon a full title examination and, in the case of Land Banking Agreements, a policy of title insurance insuring the LBA subject to such outstanding title exceptions as are acceptable to the LBA in its sole discretion.

5.6 Environmental Concerns. The LBA reserves full and complete discretion to require in all transaction agreements that satisfactory evidence be provided to the LBA that the property is not subject to environmental contamination as defined by federal or state law.

## Section 6. Conveyances from the LBA.

6.1 Covenants, Conditions and Restrictions. All conveyances by the LBA to third parties shall include such covenants, conditions and restrictions as the LBA deems necessary and appropriate in its sole discretion to ensure the use, rehabilitation and redevelopment of the property in a manner consistent with the public purposes of the LBA. Such requirements may take the form of a deed creating a

defeasible fee, recorded restrictive covenants, subordinate financing being held by the LBA, contractual development agreements, or any combination thereof.

6.2 Options. Options are available for 10% of the parcel price for up to a 12-month period. This fee will be credited to the parcel price at closing. If closing does not occur, the fee is forfeited. All option agreements are subject to all policies and procedures of the LBA pertaining to property transfers.

6.3 Deed Without Warranty. All conveyances from the LBA to third parties shall be by Quitclaim Deed.

#### Section 7. Collaboration with Not-for-Profit Entities.

7.1 Transactions with Not-for-Profit Entities. The LBA is willing to enter into conduit transfers with not-for-profit corporate entities as outlined in this section. These not-for-profit corporate entities would secure donations of or purchase tax delinquent properties from owners, transfer these properties to the LBA for waiver of taxes, and “buy back” these properties for use in affordable housing development.

7.2 The LBA will extinguish non-delinquent taxes which were the responsibility of the transferring Not-for-Profit Entity.

7.3 Documentation of Lot Purchase. The applicant must document the purchase process extensively. This documentation should include, but is not limited to, the following information per parcel:

- (a) The total purchase price for the property, including the net proceeds paid or payable to the seller;
- (b) The total amount spent to acquire the property (e.g., legal counsel, administrative costs);
- (c) The development costs impacting the final sale price; and
- (d) The total amount of delinquent ad valorem taxes (County, City, School District), special assessments, and other liens and encumbrances against the property and the length of delinquency for each.

7.4 Maximum Costs. The total of these costs should exceed the maximum allowable lot cost (i.e., the cost that will permit the production of low-to-moderate income housing) before the LBA may consider the waiver of back taxes in total or in part.

7.5 LBA Discretion. Some properties may present unusual or extenuating circumstances to the developer due to lack of funding for housing production or related costs. The LBA reserves the right to evaluate and consider these properties case-by-case.

#### Section 8. Collaboration with For-Profit Entities.

8.1 Transactions with For-Profit Entities. The LBA is willing to enter into conduit transfers with for-profit corporate entities as outlined in this section. The corporate entities would secure donations of or purchase tax delinquent properties from owners, transfer these properties to the LBA for waiver of taxes, and “buy back” these properties for use in affordable housing development.

8.2 Eligibility. Eligibility for this option will be based on certain criteria. These shall include the geographical location of the property. The corporate entity must first identify and consult with any active non-profit entities that may have an interest in developing the property. If an interest exists, the non-profit and for-profit must forge an agreement for joint development.

8.3 Documentation of Lot Purchase. The applicant must document the purchase process extensively. This documentation should include, but is not limited to, the following information per parcel:

- (a) The total purchase price for the property, including the net proceeds paid or payable to the seller;
  - (b) The total amount spent to acquire the property (e.g., legal counsel, administrative costs, etc.);
  - (c) The development costs impacting the final sale price; and
  - (d) The total amount of delinquent ad valorem taxes (County, City, School District), special assessments, and other liens and encumbrances against the property and the length of delinquency for each.
- 8.4 Maximum Costs. The total of these costs should exceed the maximum allowable lot cost (i.e., the cost that will permit the production of low-to-moderate income housing) before the LBA may consider the waiver of back taxes in total or in part.
- 8.5 LBA Discretion. Some properties may present unusual or extenuating circumstances to the developer due to lack of funding for housing production or related costs. The LBA reserves the right to evaluate and consider these properties case-by-case.

#### Section 9. Property for Community Improvements.

- 9.1 Community Improvement Property. The LBA is willing to accept donations of property to be transferred into a non-revenue-generating, non-tax-producing use that is for community improvement or other public purposes. Under the provisions of the governing documents of the LBA, the LBA is permitted to assemble tracts or parcels of property for community improvement or other public purposes.
- 9.2 Eligibility. Properties can be conveyed to the LBA for waiver of delinquent taxes and then reconveyed by the LBA to be utilized for community improvement purposes including but not limited to community gardens, parking for non-profit functions such as a school or cultural center, or a playground for after-school or day care. The application must demonstrate that the proposed community improvements are consistent with the area redevelopment plans and community revitalization.
- 9.3 Transferee. The application must identify and be signed by the ultimate transferee of the property from the LBA. The transferee should be a governmental entity, a not-for-profit property entity, or in rare cases a for-profit entity that is capable of holding and maintaining the property in the anticipated conditions and for the anticipated purposes.
- 9.4 Restrictive Covenants. The LBA, in the conveyance of the property to the transferee, will impose covenants, conditions and restrictions as necessary to ensure that the property is used for community improvement or other public purposes.

#### Section 10. Conduit Transfers - Reasonable Equity Policy

- 10.1 Purpose. In order to prevent benefits accruing to owners of property that is tax delinquent by virtue of the exercise of the tax extinguishment power of the LBA, the LBA establishes this reasonable equity policy.
- 10.2 Definitions. The reasonable equity policy is based on the value of the property and the equity of its owner. While any valuation of equity is subjective, it can be reasonably estimated.
- (a) "Fair Market Value" shall be determined by staff according to the tax assessor's valuation, in conjunction with the average sale price in a given community. In instances where multiple valuations unreasonably differ, the staff or Board shall have full authority to require a professional appraisal. This appraisal shall only be required for proposals that have significant variances in valuation and entail transactions in which the owner received in excess of \$20,000.

- (b) "Net Equity" shall mean the current fair market value, as determined by LBA staff, less the total amount of all liens and encumbrances (tax liens, associated interest, and penalties; special assessments; mortgages; judgments, etc.).
- 10.3 Less than \$2,000 Net Equity. To ensure that an owner does not receive unwarranted benefit, the LBA will not consider transactions in which the owner's net equity is less than \$2,000 and the owner receives more than nominal compensation for the sale of his property. Nominal compensation is hereby defined as \$2,000.
- 10.4 Equity in Excess of \$2,000. To ensure that the owner does not receive an unwarranted benefit, the LBA will not participate in transactions in which the owner receives an amount greater than 75% of net equity.
- 10.5 Speculation. To ensure that speculators do not seek to take advantage of the LBA, staff shall closely review instances in which the owner is receiving money far in excess of his investment while consistently ignoring his tax responsibility. Particular attention shall be given to properties purchased in the last three years.
- 10.6 Excessive Sales Price. In communities that are experiencing internal and surrounding redevelopment, it is unacceptable for an owner to seek a profit in excess of 75% of net equity. Such an owner may believe that the market will bear more than is offered and would therefore be unwilling to sell the property for a reasonable amount. In such an instance, it would fall to the Tax Commissioner's Office to bring the property to the courthouse steps where the actual fair market value will be determined.
- 10.7 Non-Conforming Situations. To ensure the flexibility of the Board, the LBA will reserve the right to modify or change this policy if a situation clearly warrants a change in an effort to protect the interests of the LBA and the public.
- 10.8 Strategic Importance. To preserve the integrity of the LBA's mission, all properties petitioned to the LBA Board of Directors must pass the test of strategic importance. The LBA may receive proposals that may pass other criteria but which may not be crucial to the redevelopment of a neighborhood. Staff must be able to assure the LBA Board that the transaction is not simply allowable but a necessary component of the comprehensive redevelopment of a neighborhood. Such a transaction must be evaluated in terms of neighborhood redevelopment and ensure a long-term tax benefit to the City and County.

## Section 11. Owner Occupant Policy

- 11.1 Scope. This section is applicable to those situations in which an individual (as opposed to a corporate not-for-profit or for-profit entity) contemplates conveying to the LBA real property that is encumbered by delinquent property taxes, having the taxes extinguished by the LBA, and the property reconvened by the LBA to the individual for occupancy by that individual following construction of new housing or rehabilitation of existing housing.
- 11.2 Purpose. This policy is based on the opportunity for an individual to participate in the benefits derived from the authorization of tax extinguishment by the LBA where the individual applicant did not amass the tax delinquency, but desires to construct or rehabilitate housing in order to use the subject property as his or her own primary residence. Owner-occupant developers shall be required to meet the established LBA Board Petitioning Requirements which include the following: (a) Developer Profile, (b) Development Proposal, (c) Funding Commitment Letter, (d) Development Cost Estimate, (e) Site Control, and (f) Title Report.
- 11.3 Primary Residence. "Primary Residence" shall mean that upon completion of the construction or rehabilitation, the owner-occupant must reside in the property for a minimum of five (5) years and shall pay all tax obligations which become due and payable after the execution of the Sale and



Disposition Contract. At the expiration of the five-year term, where an owner-occupant may seek to sell the property, the owner must offer the property for a sale price not to exceed the current Fair Market Value.

#### 11.4 Requirements and Conditions.

- (a) The applicant must either rehabilitate unoccupied substandard existing housing or create new housing where housing does not exist.
- (b) The subject property must not have been used by the applicant as his or her personal residence at any time during the twelve (12) months immediately preceding the submission of the application.
- (c) The owner-occupant shall enter into a Sale and Disposition Contract with the Authority and shall be responsible for the completion of the construction or rehabilitation within the three (3) year time limit as prescribed in the covenants of the Contract.
- (d) The LBA will extinguish no delinquent taxes which were the responsibility of the applicant. This would include any taxes which the applicant was responsible for either as owner of the subject property or as a result of any contractual obligation. Such taxes, if any, must be paid prior to the LBA extinguishing any other taxes.
- (e) The owner-occupant shall provide evidence of clear title and the financial ability to perform said Contract with the expressed obligation to reside in the property for a minimum of five (5) years or the delinquent taxes will be reinstated.
- (f) During the term of the occupancy, the owner-occupant shall pay all ad valorem taxes which accrue and shall maintain the property in compliance with the required code enforcement ordinances of the governing jurisdiction.
- (g) The owner-occupant must meet the applicable household income standards established by the LBA.
- (h) If the applicant fails to honor any portion of his or her Contract with the LBA to provide new or rehabilitated housing, the applicant must make a payment of funds to the LBA in an amount equal to the amount of all taxes extinguished by the LBA pursuant to the Contract. These funds shall then be paid by the LBA to the respective taxing authorities in the same proportion as the taxes were levied prior to the extinguishment.

11.5 LBA Discretion. Applications shall be evaluated based on the long-term benefit to be derived from achieving the basic mandate of the LBA which seeks to return non-revenue generating parcels to a productive and effective use that will put the property back in to an active tax revenue status.

## Section 12. Side Lot Disposition Program

12.1 Side Lot Transfers. Individual parcels of property may be acquired by the Tax Commissioner, the [County/City/Consolidated Government], or the LBA, and transferred to individuals in accordance with the following policies. The transfer of any given parcel of property in the Side Lot Disposition Program is subject to override by higher priorities as established by the LBA.

12.2 Qualified Properties. Parcels of property eligible for inclusion in the Side Lot Disposition Program shall meet the following minimum criteria:

- (a) The property shall be vacant unimproved real property;
- (b) The property shall be physically contiguous to adjacent owner-occupied residential property, with not less than a 75% common boundary line at the side;

- (c) The property shall consist of no more than one lot capable of development. Initial priority shall be given to the disposition of properties of insufficient size to permit independent development; and
- (d) No more than one lot may be transferred per contiguous lot.

#### 12.3 Side Lot Transferees.

- (a) All transferees must own the contiguous property, and priority is given to transferees who personally occupy the contiguous property.
- (b) The transferee must not own any real property (including both the contiguous lot and all other property in the County) that is subject to any unremediated citation of violation of the state and local codes and ordinances.
- (c) The transferee must not own any real property (including both the contiguous lot and all other property in the County) that is tax delinquent.
- (d) The transferee must not have been the prior owner of any real property in the County that was transferred to a local government as a result of tax foreclosure proceedings unless the LBA approves the anticipated disposition prior to the effective date of completion of such tax foreclosure proceedings.

#### 12.4 Pricing.





- (a) Parcels of property that are not capable of independent development may be transferred for nominal consideration.
- (b) Parcels of property that are capable of independent development shall be transferred for consideration in an amount not less than the amount of the costs incurred in acquisition, demolition and maintenance of the lot.

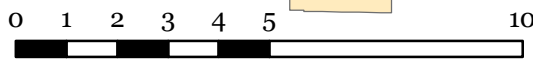
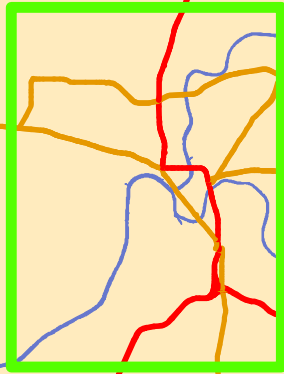
#### 12.5 Additional Requirements.

- (a) As a condition of transfer of a lot the transferee must enter into an agreement that the lot transferred will be consolidated with the legal description of the contiguous lot, and not subject to subdivision or partition within a five year period following the date of the transfer.
- (b) In the event that multiple adjacent property owners desire to acquire the same side lot, the lot shall either be transferred to the highest bidder for the property, or divided and transferred among the interested contiguous property owners.

# City of Rome and Floyd County Service Delivery Strategy Land Bank Authority

## Legend

-  US Highway
-  State Highway
-  River
-  Land Bank Area of Responsibility



Miles

1:240,000

1 inch = 4 miles

# City of Rome and Floyd County

## Service Delivery Strategy

### Land Bank Authority

Inventory current as of Feb 1, 2021

**H13J051**  
o MARIGOLD RD

**I13K024**  
607 EXCELSIOR ST

**J13J048**  
330 ROSS ST

**K13Y244**  
o SUPERBA AVE

**I14Z059**  
631 PENNINGTON AVE

**I14Z064**  
622 BROAD ST

**J14E237**  
16 FOREST ST

**I14Z103**  
o POLLOCK ST

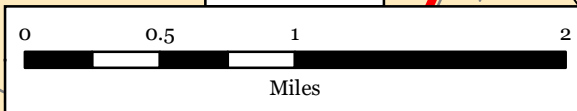
**I14Z098**  
5 POLLOCK ST

### Legend

-  Railroad
-  US Highway
-  State Highway
-  River
-  Floyd County



1:45,000  
1 in = 0.71 miles





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:FLOYD COUNTY**

**Service:*Rome-Floyd County Parks and Recreation***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Rome-Floyd County Parks and Recreation**

b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
City of Rome	General Fund
Floyd County	General Fund
Rome Floyd Parks & Recreation Department	Revenue Generated through rental rates and sports fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Please see intergovernmental agreement for **fee changes**.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Rome Floyd Parks And Recreation Authority Intergovernment Agreement	City of Rome and Floyd County	04/01/2015 - Annual Renewal, or until amendment is needed

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Annual Intergovernmental Agreement renewal, rate and fee changes

7. Person completing form: **Kayla Schaaf, Transportation Planner**

Phone number: **706.236.5026**

Date completed: 01/28/2021

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No




If not, provide designated contact person(s) and phone number(s) below:

**Todd Wofford, Director (706) 291-0766**





# City of Rome, Cave Spring and Floyd County

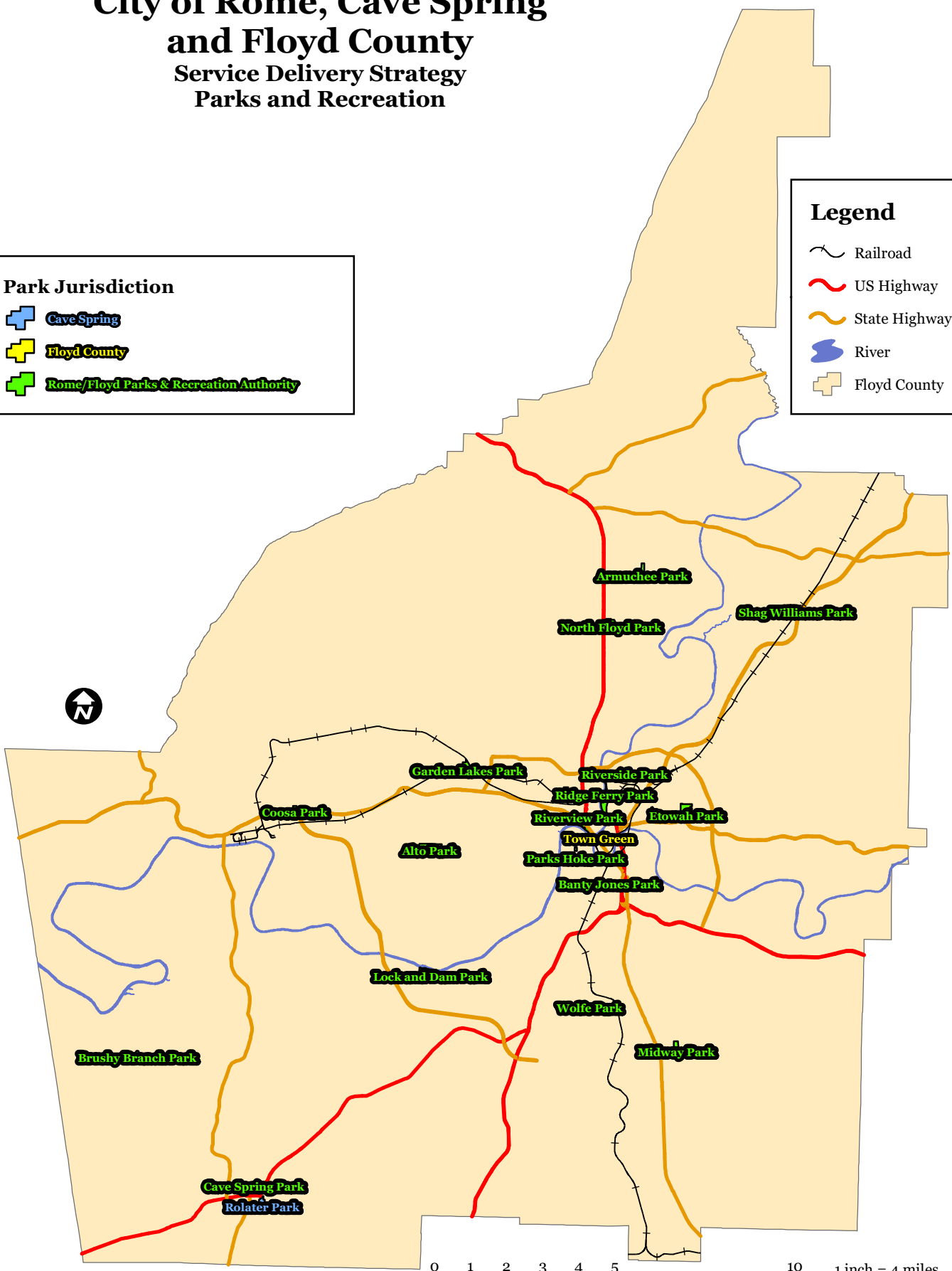
## Service Delivery Strategy Parks and Recreation

**Park Jurisdiction**

-  Cave Spring
-  Floyd County
-  Rome/Floyd Parks & Recreation Authority

**Legend**

-  Railroad
-  US Highway
-  State Highway
-  River
-  Floyd County



0 1 2 3 4 5 10 Miles  
1 inch = 4 miles  
1:240,000



**ROME-FLOYD COUNTY PARKS AND  
RECREATION AUTHORITY AGREEMENT**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of APRIL, 2015, by and between the CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "the City," and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County," and the ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY, a body created by the City and the County, hereinafter called "the Authority;"

WITNESSETH:

WHEREAS, the City, the County, and the Authority, over forty (40) years ago, created the Authority to provide a single administrator for a county-wide recreation program, pursuant to Georgia Law (O.C.G.A. §§ 36-64-1 *et seq.*) and Section One, Article IX of the Georgia Constitution, and the City, the County and the Authority have recognized the Authority as the park and recreation service provider for all citizens; and

WHEREAS, it appears that the City and the County and all Floyd County citizens have benefited from a single comprehensive recreation and parks system under the direction of a single administrative unit; and

WHEREAS, the City, the County, and the Authority agree to continue to provide a single comprehensive recreation and parks system under the direction of a single administrative unit, and desire mutual cooperation and better facilities for all, the governing bodies of the City and the County have met and discussed proposals which will continue the recreation and parks system; and

WHEREAS, the governing bodies of the City and the County, by appropriate ordinance and resolution, have created the Authority, and wish to authorize its continuation and the continuation of the recreation and parks system, under terms established herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I

The parties recognize and authorize the Authority as the agency responsible for developing a program and vision for a comprehensive parks and recreation service system for Rome and Floyd County consistent with this agreement, and recognize and authorize that the Authority as a separate and distinct legal entity.

II

The City, the County, and the Authority entered into a twenty-five (25) year Agreement on the 1st day of January, 1973, which created a single administration for a county-wide recreation program, and created the Authority pursuant to Georgia Law and Section One, Article IX of the Georgia Constitution. On the 28<sup>th</sup> day of June, 1988, the City, the County, and the Authority entered into an Agreement for the construction of certain recreational facilities paid for from proceeds from a Special Purpose Local Option Sales Tax, said facilities being owned by the City. On April 28, 1998, the City, the County, and the Authority entered into an Agreement to “continue services of the established Authority under the applicable provisions of the Georgia Constitution and statutes.” (The 1973 and 1998 Agreements have been previously and collectively referred to as the “Contract.” A copy of the Contract is attached hereto as Exhibit “A.”) The City, the County, and the Authority entered into a modification of the Contract on the 20th day of December, 2007, wherein the Authority sought to “maximize its’ resources by contracting out various appropriate financial and human service responsibilities;” and adopted “SERVICE AGREEMENT PROCEDURES, affecting finance, personnel, purchasing and budget management functions,” a copy of the 2007 modification is attached hereto as Exhibit “B”. These prior agreements have expired by their terms; however, the ownership of the properties referred to therein, as well as the distribution or return of the properties between the City and the County, has not expired or been waived by any party. This agreement, together with the ordinances and resolutions to be adopted by the City and County respectively, shall constitute the sole documents and agreements between the parties as to the matters addressed herein. The City and the County will amend their respective current ordinances and resolutions, which are attached as Exhibits “C” and “D” to this agreement.

### III

The Authority shall remain an autonomous, independent body with appointments from both City and County Commissions, subject to five year terms. The City and the County may each appoint one of their respective commissioners, whose term will be at the discretion of the respective appointing body, to serve in an ex-officio position with no power to vote. No city commissioner or county commissioner may vote, or serve as chair or any other office of the Authority.

### IV

All employees of the Authority ("Recreation employees") shall become employees of Floyd County and shall be entitled to all benefits as other Floyd County employees subject to all policies and procedures for employment with the County. Recreation employees will be credited with their time of service upon becoming County employees. The Authority will relinquish oversight of the Director and Recreation employees, as well as financial oversight of operations as herein set forth.

### V

The City, the County, and the Authority recognize and accept that the Managers of the City and the County shall jointly be responsible for the selection, appointment, and annual review of a Director of the Authority for purposes of managing recreation programs, services, and employees.

### VI

The Authority, as ambassadors of recreation, will cultivate and encourage recreational and leisure activity needs for all citizens of Rome and Floyd County. There will be an immediate effort to significantly reduce or eliminate program registration and participation fees for football, cheerleading, baseball, softball, and basketball in an effort to greatly increase participation in youth sports for all children within Rome and Floyd County, while paying special attention to programming for areas with traditionally underserved children within the community.

### VII

No later than January 1, 2016, the following facilities will be maintained exclusively by the City at its sole expense: Historic Barron Stadium and Maddox Track, Throws Center off

Riverside Parkway, all multi-purpose Trail Facilities within the City of Rome, Legion Baseball Field behind the levee, and the downtown Tennis Center on West 3<sup>rd</sup> Street, Rome, Georgia. It is recognized that these specifically removed facilities (collectively, the "City Recreation Facilities") represent significant savings to Floyd County. The attached list of facilities and properties, marked as Exhibit "E," shall be the Joint Facilities to be operated, maintained and managed under the supervision, direction, and control of the Director of the Authority as set forth in this Agreement and the ordinances and resolutions of the City and the County. New facilities may be added to the list of Joint Facilities only by written amendment hereto executed by both the City and the County.

#### VIII

The County agrees to provide the necessary inmate labor from the Floyd County Prison, regularly and as reasonably requested by, but at no charge to (excluding the cost of transportation and Correction officer), the City, for purposes of maintaining the City Recreation Facilities as set forth in Paragraph VII above.

#### IX

The operation and maintenance of all facilities will continue at a level that is equal to or greater than prior years.

#### X

The term of this agreement shall be three (3) years, and this agreement will automatically renew for three (3) years, unless either the City or the County notifies the other at least sixty (60) days prior to automatic renewal, of its intent to non-renew. Either the City or the County may terminate this agreement without cause upon twelve (12) months notice to the other.

#### XI

All parties agree to meet to discuss recreation programs no less than one time annually.

#### XII

The provisions of this agreement shall become effective as of April 1, 2015.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hand and affixed their seals, the day and year first above written.

ATTEST:

Joseph F. Smith

CITY OF ROME, GEORGIA

BY: James D. ...

ATTEST:

Gauney J. Armstrong

FLOYD COUNTY, GEORGIA

BY: James M. ...

ATTEST:

David Mathis

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY

BY: ...

GEORGIA, FLOYD COUNTY:

THIS AGREEMENT, made and entered into this 1st day of January, 1973, by and between the CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "The City," and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called "The County," and the ROME-FLOYD COUNTY RECREATION AUTHORITY, a body created by the City and the County, hereinafter called "the Authority;"

WITNESSETH:

WHEREAS, The City presently provides and operates an extensive recreation program for its citizens, and has done so for a number of years; and

WHEREAS, The County has arranged for its citizens living outside the corporate limits of the City of Rome to utilize and participate in said program, by paying a portion of the operations costs thereof as budgeted by the City; and

WHEREAS, The County has acquired lands throughout Floyd County to provide more recreational areas, and has begun to improve said facilities with the view of developing a county-wide recreation program; and

WHEREAS, there appears to be a potential of costly and inefficient duplication of services and lack of coordination in the maintenance of two separate programs; and

WHEREAS, it appears that The City and The County and all Floyd County citizens would benefit by the

merger of the two said recreation programs into a single, comprehensive program under the direction of a single administrative unit; and

WHEREAS, the governing bodies of The City and The County, desiring greater mutual cooperation and better facilities for all, have met and discussed proposals which appear to be fair and equitable; and

WHEREAS, the most feasible method of effecting a single administration for a county-wide recreation program is the creation and establishment of a recreation authority under the provisions of Chapter 69-6 of the Georgia Code and of Section One, Article IX of the Georgia Constitution; and

WHEREAS, both governing bodies, by appropriate ordinance and resolution, have created the Rome-Floyd County Recreation Authority and have authorized a formal contract between said bodies to determine the scope and powers of said Authority.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

I.

There is hereby established and recognized the Rome-Floyd County Recreation Authority created to implement and maintain a county-wide recreation program.

II.

The provisions of a certain ordinance of

City of Rome, Georgia, authorizing and creating said Authority, which ordinance was duly enacted on April 16, 1973 (a copy of which is hereto annexed as Exhibit "A") together with the provisions of a certain ordinance of Floyd County, Georgia, authorizing and creating said Authority, which ordinance was duly enacted on April 24, 1973 (a copy of which is hereto annexed as Exhibit "B") are hereby incorporated in this Agreement and adopted by the parties, and shall be mutually binding on the parties as if fully set out herein.

### III.

The City shall, and does hereby, lease to the Authority the equipment and materials presently designated to its recreation department and the lands and capital improvements set out in Exhibit "C" hereof, and the Authority shall put said properties to a use consistent with the stated purpose and objectives of the recreation program and shall protect and maintain same.

### IV.

The County shall, and does hereby, lease to the Authority its equipment and materials presently earmarked for recreational purposes and the lands and capital improvements set out in Exhibit "D" hereof, and the Authority shall put said properties to a use consistent with the stated purpose and objectives of the recreation program and shall protect and maintain same.



V.

The City and the County respectively shall pay, and be responsible for, the cost of all capital improvements in or on their respective properties made after the date of execution of this Agreement. In this context, "capital improvement" shall mean work (on property) that costs \$500.00 or more and that will last for more than one year.

VI.

The City and The County respectively, shall retain title to all the aforementioned properties and all present and future capital improvements.

VII.

The parties recognize that the City owns established and functional buildings and improved facilities of considerable worth and value, whereas, those of the County are in the process of improvement and development. The parties, and particularly the Authority, shall, in the expenditure of funds and operation of the recreation system, be guided by said general recognition. The facilities of the county-wide system shall not be improved or expanded at the expense of, or to the detriment of, the City-owned facilities in their present condition, reasonable and normal wear and tear excepted; failure in this regard shall constitute a breach of this Agreement.

VIII.

The parties recognize that the existing recreation programs employ, and provide benefits to, regular employees. The Authority shall first employ

persons presently employed in existing programs at :  
compensation at least equivalent to present rates.  
Existing programs of pension and other benefits shall  
be continued unaffected, unless voluntarily waived by an  
employee.

IX.

The term of this Agreement shall be twenty-five  
(25) years from the date of execution hereof, unless  
terminated sooner for cause.

X.

In the event this Agreement is terminated for  
cause, the exclusive use and possession of the respective  
lands and improvements of the City and County shall revert  
to the City and the County respectively, and an accounting  
and distribution of net assets equitable and just to the  
City and County shall be made.

XI.

In the event of dispute or disagreement between  
the City and the County as to the terms and conditions  
of this Agreement, during the term thereof, then said  
matter shall be submitted to arbitration pursuant to Chapter 7  
of the Georgia Code, with the City and the County each appoint-  
ing an arbitrator, and the two appointees appointing a third  
arbitrator.

XII.

The provisions of this Agreement and the existence

of the Authority shall be effective as of January 1, 1973

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hand and affixed their seals, the day and year first above written.

ATTEST:

THE CITY OF ROME, GEORGIA

Mrs. Bay Beard

BY: Ben Lucas

ATTEST:

FLOYD COUNTY, GEORGIA

Bruce A. Ambler

BY: G. L. [Signature]

ATTEST:

ROME-FLOYD COUNTY RECREATION  
AUTHORITY

John R. Chester

BY: John H. [Signature]

8-  
Exhibit "A" Amendment

Adopted  
May 21, 1973

AN ORDINANCE TO AMEND CHAPTER 21 OF  
THE CODE OF THE CITY OF ROME, GEORGIA  
AND PARTICULARLY SECTION 21-2(b)  
THEREOF TO PROVIDE FOR A CHANGE IN  
THE STAGGERED TERMS OF MEMBERS OF THE  
RECREATION AUTHORITY; TO REPEAL CON-  
FLICTING PROVISIONS; AND FOR OTHER  
PURPOSES

SECTION I:

BE IT ORDAINED by the Rome City Commission and  
it is ordained by authority of same, that subsection (b)  
of Section 21-2 of the Code of the City of Rome, Georgia,  
be amended to read as follows:

"(b). In order that the terms of members  
shall be staggered and the term of at least one  
member shall expire every year, the original  
appointments shall be made by the City and  
County as follows: The City of Rome, by and  
through its Commission, and the County of Floyd,  
by and through its Board of Commissioners, shall  
each appoint one member for a one-year term. The  
City and the County shall each appoint one member  
for a two year term. The City shall appoint two  
members, each for a three-year term. The City  
and the County shall each appoint one member for  
a four-year term. The County shall appoint one  
member for a five-year term.

Upon the expiration of the three-year terms,  
the City shall appoint one replacement member and  
the County shall appoint one replacement member;  
and thereafter, the City and the County shall  
~~rotate the latter appointments so that every~~  
other time the City shall appoint both.

With the above exception, the City and the  
County shall appoint replacements for its

original appointees and shall fill vacancies  
for unexpired terms of its appointees."

SECTION II:

BE IT FURTHER ORDAINED by the Rome City Commission  
and it is ordained by authority of same, that all ordinances  
or parts of ordinances in conflict herewith be, and the same  
are hereby repealed.

EXHIBIT "A"

AN ORDINANCE TO AMEND CHAPTER 21 OF THE CODE OF THE CITY OF ROME, GEORGIA, BY STRIKING ARTICLE I OF SAID CHAPTER IN ITS ENTIRETY AND SUBSTITUTING IN LIEU THEREOF A NEW ARTICLE; TO PROVIDE FOR DISSOLUTION OF THE PRESENT PARKS AND RECREATION COMMITTEE AND REPLACEMENT BY A JOINT CITY OF ROME-COUNTY OF FLOYD RECREATION AUTHORITY; TO PROVIDE FOR THE COMPOSITION AND FUNCTIONS OF SAID AUTHORITY; TO PROVIDE FOR THE ENTRY OF THE CITY INTO AN AGREEMENT TO FORM SAID AUTHORITY AND TO OPERATE AND MAINTAIN A COUNTY-WIDE RECREATION SYSTEM; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

SECTION I.

BE IT ORDAINED by the Rome City Commission, and it is ordained by authority of same, that Article I of Chapter 21 of the Code of the City of Rome, Georgia, is hereby amended by striking it in its entirety and substituting in lieu thereof the following:

\*ARTICLE I. In General

\*Section 21-1. Rome-Floyd County Recreation Authority--Created.

"The Rome-Floyd County Recreation Authority, hereinafter referred to as the "Authority," is hereby created and established by and between the City of Rome, Georgia, hereinafter referred to as the "City," and Floyd County, Georgia, hereinafter referred to as the "County," as authorized by Georgia Laws 1946, pp. 152, 154; Georgia Laws 1964, pp. 319, 320; Georgia Laws 1971, pp. 262, 263; and said Recreation Authority shall be organized and empowered as set out in this Article.

\*Section 21-2. Same--appointment; terms; vacancy; removal.

\*(a) The Recreation Authority shall consist of nine appointed members, each (except the original appointees)

having terms of five years, commencing on June 1  
of each year.

(b) In order that the terms of members shall be staggered and the term of at least one member shall expire each year, the original appointments shall be made by the City and County as follows: The City of Rome, by and through its Commission, and the County of Floyd, by and through its Board of Commissioners, shall each appoint one member for a one-year term. The City and the County shall each appoint one member for a two-year term. The City shall appoint two members each for a three-year term, and the County shall appoint one member for a three-year term. The City and the County shall each appoint one member for a four-year term. Upon the expiration of the three-year terms, the City shall appoint one replacement member, and the County shall appoint <sup>one</sup> ~~two~~ replacement members; and thereafter, the City and the County shall rotate the latter appointments.

(c) The members shall serve until their successors are duly appointed and qualified.

(d) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(e) The City Commission shall have the authority to remove a city-appointed member.

(f) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

**\*Section 21-3. Purpose and responsibility.**

"(a) The purpose of the Authority is to carry on a recreation program for the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. The Authority shall provide for expansion of facilities open to all citizens of the City and of the County, but shall consistently maintain the existing facilities of the City in at least its present good and serviceable condition.

(b) The Authority shall formulate, implement, operate, administer and maintain said recreation program to the best interest of all Floyd County citizens, expending such sums as are appropriated for its purposes by the City and the County governing bodies.

**\*Section 21-4. Name--Organization and Rules.**

"(a) The Authority shall elect its chairman, and such officers as are necessary, from among its appointed members. The terms of the chairman and such other officers shall be one year, or until their successors are duly elected and qualified.

(b) The Authority shall appoint a secretary who may be an officer or employee of the City of Rome, or of Floyd County, or of the Authority. The secretary shall keep minutes of the meetings and perform such other functions as may be required of him.

(c) The Authority shall make its own rules of procedure, consistent with the law of Georgia and with the authority granted it by this ordinance, the resolution of the County and the agreement between the City and the County hereinafter referred to.



**"Section 21-5. Same--Powers and duties:  
Budget; Fees.**

"(a) The Authority shall be vested, except as restricted herein, with all powers and duties as granted under Georgia Code Section 69-601, as it now exists, or as it may hereafter be amended.

(b) The Authority shall, each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance of the recreation program and showing expected expenditures in each of the recreation areas. The budget shall continue to be submitted to the City after the latter's annual appropriation to the Authority ceases.

(c) The Authority is empowered to establish, revise and collect fees and rentals for the use of recreation areas and to impose conditions and see requirements governing such use. Accurate records of such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.

(d) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(e) Nothing herein shall prevent the Authority from contracting with the City to perform work in the recreation areas, but performance by the City shall be the subject of separate charge and shall not be considered participation by the City.

"Section 21-6. Recreation director and other employees; duties.

"(A) The Authority shall appoint a recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the recreation program, but the salaries thereof shall be within and consistent with the budget established and approved.

(b) The duties of said director shall be to plan, organize, direct and control a county-wide recreation program, pursuant to the policy established by the Authority and within the budget submitted to and approved by the governing bodies of the City and County. He shall prepare and present to the Authority a suggested budget showing anticipated revenue and required expenditures.

"Section 21-7. Financial participation, retention of title to land and capital improvements; diminishing yearly contribution by City.

"(a) The City and the County shall, and do respectively retain title to all their respective lands and capital improvements connected with, and used in and by, the recreation program, and the Authority shall protect and maintain said properties. Further capital investment shall be made with respect to such property by the political subdivision having title thereto.

(b) The financial participation of the City and County in the recreation program shall begin on the basis of 50%-50%, with the contribution by the City to reduce by 5% each year for a period of ten years. The City shall contribute to the program for the year 1973:

\$116,875.00, or 50% of the approved Authority budget, whichever is less;

for the year 1974:

\$113,706.00, or 45% of the approved Authority  
budget, whichever is less;

for the year 1975:

\$113,135.00, or 40% of the approved Authority  
budget, whichever is less;

for the year 1976:

\$108,892.00, or 35% of the approved Authority  
budget, whichever is less;

for the year 1977:

\$102,670.00, or 30% of the approved Authority  
budget, whichever is less;

for the year 1978:

\$89,816.00, or 25% of the approved Authority  
budget, whichever is less;

for the year 1979:

\$75,462.00, or 20% of the approved Authority  
budget, whichever is less;

for the year 1980:

\$59,437.00, or 15% of the approved Authority  
budget, whichever is less;

for the year 1981:

\$41,599.00, or 10% of the approved Authority  
budget, whichever is less;

for the year 1982:

\$21,839.00, or 5% of the approved Authority  
budget, whichever is less;

for the year 1983 and succeeding years:

Floyd County shall finance the entire said budget,  
and the City shall not be required to contribute; provided

that, in no event, shall the rights of the City and its residents be abridged in any manner in the operation of the recreation program.

"Section 21-8. Contract.

"The Chairman and Secretary of the Rome City Commission are authorized to enter into and sign on behalf of the City of Rome, a contract with Floyd County, Georgia, to cooperate in the establishment of said Recreation Authority and a county-wide recreation program, to provide for the financial participation of the City in said program, to provide for a term, to provide for termination and arbitration, to provide for assurance that the integrity of the present City recreation system shall be maintained, and to contain such other terms as may be necessary to carry out the intentions of the parties.

SECTION II.

BE IT FURTHER ORDAINED by the Rome City Commission and it is ordained by authority of same, that all ordinances or parts of ordinances in conflict herewith be, and the same are hereby repealed.

CITY OF ROME - LANDS AND CAPITOL IMPROVEMENTS

C & M BUILDING -1.5 acres on West Third Street, consisting of present recreation headquarters and maintenance facilities and gymnasium.

RIVERVIEW -33.7 acres located behind levee on Coosa River, consisting of playground, concession stands and four (4) lighted baseball fields.

ROTARY PARK -Approximately 10 acres, consisting of Memorial Gym, Barron Stadium, John Maddox Track, tennis courts, swimming pool and bath house and playground.

HARDY STREET PARK -4 acres at Hardy Street and Cherokee Street, consisting of outdoor basketball court and athletic field.

MYRTLE PARK -5.8 acres at Myrtle Street and Branham Avenue, consisting of playground and picnic area.

SUMMERVILLE PARK -9 acres at Charlton Road and Oakwood Road, consisting of playground, softball field, tennis court, and picnic area.

NEELY PARK -1.2 acres on City Clock Hill, consisting of Park with park benches.

VAUGHN ROAD -12 acres, consisting of two (2) softball fields and duck pond.

JACKSON HILL -Wooded area, including nature trails, picnic facilities, archery range-this area specifically excluding Rome Civic Center.

LIST OF FLOYD COUNTY RECREATION SITES

- ALTO PARK - Twenty (20) acres located in Land Lot 204, 4th District and 4th Section of Floyd County, Georgia, fronting on the Burnett Ferry Road.
- ARMURCHEE - Six (6) acres lying in the northwest corner of Land Lot 274, in the 24th District and 3rd Section of Floyd County, Georgia, between the west line of Land Lot 274 and Armurchee Creek on an extension of the Hatfield Road.
- CAVE SPRING - The present recreation site developed through Bureau of Outdoor Recreation by the City of Cave Spring and Floyd County, Georgia.
- COOSA - Lying in Land Lot 175, 4th District and 4th Section, being approximately ten (10) acres and being adjacent to the Kramert Elementary School.
- ETOWAH - Located in Land Lot 232 of the 23rd District and 3rd Section of Floyd County, Georgia, containing 20.1 acres and being a part of the Floyd County Home property having access from the Kingston Road and being bordered by Mitchell and Wilshire Roads.
- MIDWAY - Being located in Land Lot 151 of the 22nd District and 3rd Section of Floyd County, Georgia, containing 8.1 acres having access from the Wax Road.

EXHIBIT "D"

CC-4-20-98  
EXHIBIT "A" cc 6-15-98

**CITY & COUNTY CONTRACT**  
**ROME-FLOYD PARKS AND RECREATION AUTHORITY**

THIS AGREEMENT, made and entered into this 21st day of April, 1998, by and between the CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "the City," and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County," and the ROME-FLOYD PARKS AND RECREATION AUTHORITY, a body created by the City and the County, hereinafter called "the Authority;"

WITNESSETH:

WHEREAS, the City and County presently recognize the Authority as the park and recreation service provider for all citizens, and have done so for the past twenty-five years; and

WHEREAS, it appears that the City and the County and all Floyd County citizens have benefited from a single comprehensive recreation and parks system under the direction of a single administrative unit; and

WHEREAS, the City and the County, wish to continue services of the established Authority under the applicable provisions of the Georgia Constitution and statutes; and

WHEREAS, both governing bodies, by appropriate ordinance and resolution, have created the Authority, and wish to authorize continuation of a formal contract between said bodies.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

I

The parties recognize and authorize the Authority as the agency responsible for developing, maintaining, and operating a comprehensive parks and recreation service system for Rome and Floyd County.

II

The City and County will amend their respective ordinance and resolution attached as Exhibit A and B of their present agreement.

III

The City shall, and does hereby, lease to the Authority the lands and capital improvements set out in Exhibit "C" hereof, and the Authority shall put said properties to a use

consistent with the stated purposes and objectives of the parks and recreation service system and shall protect and maintain same.

#### IV

The County shall, and does hereby, lease to the Authority the lands and capital improvements set out in Exhibit "D" hereof, and the Authority shall put said properties to a use consistent with the stated purposes and objectives of the parks and recreation service system and shall protect and maintain same.

#### V

The City and County shall retain title to their respective properties and all present and future capital improvements thereon. The Authority in their operation and the County in their funding will not arbitrarily or discriminately favor facilities in one jurisdiction over another. The operation and maintenance of all facilities will continue at a level equal to, or better than, in years prior to this contract.

#### VI

- (a) Capital improvements to the properties shall remain the responsibility of the respective governmental owners, both of which recognize that adequate annual capital budgets are important to assure a safe level of operation. The Authority shall administer capital projects by planning and managing to maximize capital dollars.
- (b) Certain projects such as CDBG projects may be procured and administrated by the City or the County, but will be done in consultation with the Authority.
- (c) The Authority will seek and administer grants and private assistance for capital projects.
- (d) The Authority will develop and maintain a prioritized five- (5) year improvement plan for capital projects and equipment needs.
- (e) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City reserves the right to add



facilities unilaterally if the City pays the entire operating and maintenance cost of the added facility.

- (f) The primary signage installed at any facility operated and maintained by the Authority shall include the wording "A Floyd County Funded Park". A uniform letter size, style and type of installation shall be approved by all parties prior to installation.

## VII

The Board of the Authority shall consist of nine voting members and two non-voting members whose terms shall begin July 1. The City of Rome shall appoint three (3) voting members; the Floyd County Board of Commissioners shall appoint six (6) voting members, of which one (1) shall be nominated by the Cave Spring City Council and approved by the County; the Rome City School Board shall appoint one (1) non-voting member; the Floyd County School Board shall appoint one (1) non-voting member. The City may use its own selection and appointing methodology; the County may use its own selection and appointing methodology; the school boards may use their own respective methodologies. The Authority Board may submit recommendations to the County, as Board posts become available.

In order to establish staggered terms, the initial appointments shall be three (3) persons for a four-year term and six (6) persons for five-year terms. Thereafter, all terms will be for five (5) years.

Notwithstanding any other provisions hereof, those persons currently serving as City and County appointees, excluding City Commissioners, shall be allowed to finish their terms, and the above process shall be in effect as new appointments are made. All current appointees will be considered for reappointment when their term expires if otherwise qualified.

Members of the Board may serve a maximum of two (2) consecutive complete terms.

The County may appoint only one commissioner, whose term will be at the discretion of the appointing body. No county commissioner may serve as chairperson of the Authority Board.

Members of the Authority Board may be involuntarily removed by the appointing body only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the Authority Board.

## VIII

Purchasing - The Authority shall use the same purchasing procedures, as does Floyd County and will work with the City and County purchasing agents to insure procurement effectiveness. Cooperative purchasing with the City and County should be used whenever possible. The Authority Board must approve sealed bids.

Auditing - The Authority will use an auditing firm selected by Floyd County. Audit procedures shall be in accordance with state law as it applies to counties. The Floyd County Comptroller shall have the same oversight responsibilities as with other Special Revenue Funds administered by the County.

Budgeting - Both the City and County will conduct with the Authority an annual meeting to review and plan for budget needs.

Revenue Generation - Recognizing that grants, private sector donations, fees and generated revenues are common practice in recreation and parks service delivery, the Authority is responsible for such revenue generation to assist operations and improvements. Citizen driven foundations and other authorized fund raising groups are permissible and encouraged by the County Commission; however, all such foundations and/or groups must be fully disclosed to and approved by the County before being formally established by the Authority Board. The foundations and/or fundraising groups shall be created and operated as required by State law. The Authority's Director is prohibited from serving as a member of any such citizen foundation or fundraising group, but may serve as staff support and administrative secretary to such group(s). The Authority will establish a revenue generation goal and annual objectives toward this important responsibility.

## IX

The Authority will be responsible for the following:

- (1) Conducting an annual meeting between the City Commission, County Commission, and Authority Board for services review, recommendations, and general feedback;
- (2) Conducting an orientation program for newly elected officials and Board members;
- (3) Providing City and County Managers with copies of Authority Board Meeting Minutes and other records;
- (4) Providing for the public and the governing bodies an Annual Report of progress, needs and concerns in parks and recreation facilities; and

(5) Recognizing that joint usage, planning, and improved communications are common goals, establishing an action plan to strengthen school-park relations.

X

Real Property - The recreation buildings and parklands will be owned by the City and County either independently or jointly. Capital improvements on real property will remain the responsibility of the respective owner/owners.

Personal Property - The Authority will own and hold title to equipment, vehicles, furnishings, and other personal property. Ownership would revert to the purchasing governmental body should this Agreement be terminated.

XI

The major responsibility for equipment and vehicles will be assumed by the countywide tax allocation. As new parks/facilities are added to the community, the owner/developer (City or County) will be responsible for additional equipment and/or vehicles adequate to sustain the start up operation. The City and County will assist by assigning used equipment to the Authority as reasonably possible.

XII

The term of this agreement shall be fifteen (15) years, with automatic renewal for fifteen (15) years upon agreement of the parties hereto.

XIII

In the event of dispute or disagreement between the City and the County as to the terms and conditions of this agreement, during the term thereof, said matter shall be submitted to non-binding arbitration, with the City and County each appointing an arbitrator, and the two appointees appointing a third arbitrator.

XIV

The provisions of this agreement shall become effective as of January 1, 1998.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hand and affixed their seals, the day and year first above written.

ATTEST:

Joseph T. Smith

ATTEST:

Gene Boone

CITY OF ROME, GEORGIA

BY:

Napoleon Fielder

FLOYD COUNTY, GEORGIA

BY:

Jeff H. B.

**AMENDMENT TO CITY AND COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY**

This agreement, made and entered into this 28th day of July, 1998, by the City of Rome, Georgia and Floyd County is for the sole purpose of amending the existing Rome-Floyd Parks and Recreation Authority contract approved by the City of Rome and Floyd County on April 21, 1998.

Both the city of Rome and Floyd County agree as follows:

Section VII, Paragraph 2 of the existing contract shall be amended to read

“In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a four-year term and two (2) persons for five (5) year terms; the initial appointment by the county shall be two (2) persons for four-year terms and four (4) persons for five (5) year terms. The initial appointees by post will serve as follows:

Post 1 and 2 (County) will serve a four-year term;

Post 3, 4, 5 (County) and 6 (County—Cave Spring) will serve a five-year term

Post 7 (City) will serve a four-year term

Post 8 and 9 (City) will serve a five-year term

Post 10 and 11 (City of Rome School Board and Floyd County School Board) will serve at the pleasure of their respective boards.”

The provisions of this agreement shall become effective immediately.

**FLOYD COUNTY, GEORGIA**

BY: Jeff H. B.

ATTEST: See Broome

**CITY OF ROME**

BY: George Pullen

ATTEST: Joseph Smith

CITY OF ROME ORDINANCE

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

EXHIBIT A

AN ORDINANCE TO AMEND THE PARKS, RECREATION AND CULTURAL AFFAIRS ORDINANCE OF THE CITY OF ROME, GEORGIA, AND PARTICULARLY PART III, CHAPTER 15, ARTICLE II, AND MORE PARTICULARLY SECTIONS 15-53(a), 15-53(b), 15-53(e), 15-54(a), 15-54(c), 15-55(a), 15-56(b), 15-56(f), 15-56(g), 15-56(h), 15-57(c), 15-58(a), 15-58(d), 15-58(e), 15-58(f), 15-58(g), 15-58(h); TO CHANGE THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE CITY AND/OR COUNTY; TO PROVIDE TERM LIMITS FOR THE MEMBERS; TO CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

SECTION I:

BE IT ORDAINED BY THE ROME CITY COMMISSION, and it is ordained by authority of the same, that DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY, and more particularly Sections 15-51 through 15-59, inclusive, of the Code of the City of Rome, Georgia, be amended to read as follows:

DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY

Sec. 15-51. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*The authority* means the Rome-Floyd County Parks and Recreation Authority.

Sec. 15-52. Creation.

The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the city and the county, as authorized by O.C.G.A. § 36-64-1 et seq. The authority shall be organized and empowered as set out in this article.

**Sec. 15-53. Appointment of members; terms; vacancy; removal.**

(a) The authority shall consist of nine (9) appointed voting members and two appointed non-voting members whose terms shall begin July 1, 1998. Except for the initial appointees, all terms will be for five (5) years.

(b) The City shall appoint three (3) voting members and the County shall appoint six (6) voting members. One of the County's voting members shall be an individual nominated by the Cave Spring City Council and approved by the County. Additionally, the Rome City School Board shall appoint one (1) non-voting member and the Floyd County School Board shall appoint (1) non-voting member. The City may use its own selection and appointing methodology; the County may use its own selection and appointing methodology; the school boards may use their own respective methodologies. The Authority Board may submit recommendations to the City and the County as vacancies become available.

In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a four-year term and two (2) persons for five (5) year terms; the initial appointment by the County shall be two (2) persons for four-year terms and four (4) persons for five (5) year terms.

(c) The members shall serve until their successors are duly appointed and qualified.

(d) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(e) Members of the authority may be involuntarily removed by the appointing body which originally appointed such member only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the authority.

(f) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

**Sec. 15-54. Purpose and responsibility.**

(a) The purpose of the authority is to develop, maintain, and operate a comprehensive parks and recreation service system for the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. The authority shall provide for expansion of facilities open to all citizens of the city and of the county, but shall consistently operate and maintain all facilities, whether titled in the City or County, at a level equal to, or better than, in years prior to 1998.

(b) The authority shall formulate, implement, operate, administer and maintain such recreation program to the best interest of all county citizens, expending such sums as are appropriated for its purposes by the city and the county governing bodies.

(c) Additionally, the Authority shall be responsible for the following: (1) Conducting an annual joint meeting among the City Commission, County Commission, and Authority Board for services review, recommendations, and general feedback; (2) Conducting an orientation program for newly elected officials and Board members; (3) Providing City and County Managers with copies of Authority Board Meeting Minutes and other records; (4) Providing for the public and the governing bodies an Annual Report of progress, needs and concerns in parks and recreation facilities; and (5) Recognizing that joint usage, planning, and improved communications are common goals, establishing an action plan to strengthen school-park relations.

**Sec. 15-55. Organization; rules.**

(a) The authority shall elect its chairperson, and such officers as are necessary, from among its appointed members. The terms of the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No city commissioner or county commissioner may serve as chairperson.

(b) The authority shall appoint a secretary who may be an officer or employee of the city, or of the county, or of the authority. The secretary shall keep minutes of the meetings and perform such other functions as may be required of him.

(c) The authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this article, the resolution of the county and the agreement between the city and the county referred to in this article.

**Sec. 15-56. Powers and duties; budget; fees.**

(a) The authority shall be vested, except as restricted in this article, with all powers and duties as granted under O.C.G.A. § 36-64-1 et seq.

(b) The authority shall, each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance and capital improvements of the recreation program and showing expected expenditures in each of the recreation areas. The City and County Commissions will conduct with the Authority an annual meeting to review and plan for budget needs.

(c) The authority is empowered to establish, revise and collect fees and rentals for the use of recreation areas and to impose conditions and set requirements governing such use. Accurate records of such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.

(d) The authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.



(e) Nothing in this article shall prevent the authority from contracting with the city to perform work in the recreation areas, but performance by the city shall be the subject of separate charges and shall not be considered participation by the city.

(f) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fund-raising groups shall be created and operated as required by Georgia law.

(g) The Authority shall use the same purchasing procedures as does Floyd County and will work with the City and County purchasing agents to insure procurement effectiveness. Cooperative purchasing with the City and County should be used whenever possible. Sealed bids must be approved by the Authority Board.

(h) The Authority will use an auditing firm selected by Floyd County. Audit procedures shall be in accordance with state law as it applies to counties. The Floyd County Comptroller shall have the same oversight responsibilities as with Special Revenue Funds administered by the County.

**Sec. 15-57. Parks and recreation director and other employees; duties.**

(a) The authority shall appoint a parks and recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the parks and recreation program, but the salaries thereof shall be within and consistent with the budget established and approved.

(b) The duties of the director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by the authority and within the budget submitted to and approved by the governing bodies of the city and county. He shall prepare and present to the authority a suggested budget showing anticipated revenue and required expenditures.

(c) The Authority's director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

**Sec. 15-58. Financial participation, retention of title to land and capital improvements; diminishing yearly contribution by city.**

(a) The City and County shall, and do, respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land

owner/owners.

(b) The financial participation of the city and county in the recreation program shall begin on the basis of 50 percent/50 percent for the year 1973, with the contribution by the city to reduce by five percent each year for a period of ten years.

(c) For the year 1983 and succeeding years, the county shall finance the entire budget, and the city shall not be required to contribute; provided that, in no event shall the rights of the city and its residents be abridged in any manner in the operation of the recreation program.

(d) Certain projects such as CDBG projects may be procured and administered by the City or the County, but will be done in consultation with the Authority.

(e) The Authority will seek and administer grants and private assistance for capital projects.

(f) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

#### Sec. 15-59. Contract.

The chairman and secretary of the city commission are authorized to enter into and sign on behalf of the city a contract with the county to cooperate in the establishment of the authority and a county wide recreation program; to provide for the financial participation of the city in such program; to provide for a term; to provide for termination and arbitration; to provide for assurance that the integrity of the city recreation system shall be maintained; and to contain such other terms as may be necessary to carry out the intentions of the parties.

#### SECTION II:

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.

CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
EXHIBIT B

GEORGIA, FLOYD COUNTY:

WHEREAS, under the provisions of Georgia Laws 1946, pp. 152, 156, and is mentioned by Georgia Laws 1964, pp. 319, 320, and Georgia Laws 1971, pp. 262, 263, and also, under the provisions of Section One, Article IX, of the Constitution of the State of Georgia, Section 3, thereof, by the creation of a Parks and Recreation Authority, with membership to be appointed as hereafter provided by the governing authorities of the City of Rome and Floyd County, and

NOW, BE IT RESOLVED, and it is hereby resolved by the authority of the same, that this Board pursuant to the laws set out above, and in agreement with the City of Rome, does hereby jointly and in concert with the same, authorize the continuation of the ROME-FLOYD PARKS AND RECREATION AUTHORITY, to be composed of Nine (9) voting members, and two (2) non-voting members said appointments to be made in the following manner:

(a) The Governing Authorities of the City of Rome and Floyd County shall appoint the Board of the Authority as follows:

(1) The County shall appoint six (6) voting members to the Authority Board, of which one (1) shall be nominated by the Cave Spring City Council and approved by the County. Only one County commissioner may be appointed to the Authority Board whose term will be at the discretion of the County.

(2) The City shall appoint three (3) voting members to the Authority Board. Only one City Commissioner may be appointed to the Authority Board whose term will be at the discretion of the City.

(3) The Rome City School Board and Floyd County School Board shall each appoint one (1) non-voting member

(4) The members of the Authority Board shall serve a maximum of two (2) consecutive five-year terms.

(5) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(6) The County Commission shall have the authority to remove a County-appointed member for the following reasons: A) Failure to meet attendance requirements (members missing three consecutive meetings or four meetings in one year) are subject to being replaced); B) Malfeasance in office; C) Indictment for a crime involving moral turpitude, criminal activity or, D) A recommendation of the other members of the Authority Board.

(7) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

(8) The County will allow the Authority Board to submit a list of possible Board member candidates for consideration as Board posts become available (the candidates list is for recommendations purposes only and will be non-restrictive in nature).

(b) The Authority shall be vested with the responsibility and duty to plan, develop and maintain a parks and recreation service system for the City and the County without duplication of services and expense and with the fairness and equity to both political subdivisions.

(c) The Authority shall provide for expansion of facilities open to all citizens of the City and of the County.

(d) The Authority shall plan, formulate, implement, operate, administer and maintain said parks and recreation service to the best interest of all Floyd County citizens.

(e) The Authority shall elect its chairman, and such officers as are necessary, from among its appointed members. No City or County Commissioner may serve as Chairperson of the Authority Board. The terms of the chairman and such other officers shall be one year, or until their successors are duly elected and qualified.

(f) The Authority shall appoint a secretary who will keep minutes of the meetings and perform such other functions as may be required of him.

(g) The Authority shall make its own policies and procedures, consistent with the laws of Georgia and with the authority granted by the Agreement between the City and County hereinafter referred to.

(h) The Authority shall be vested, except as restricted herein, with all powers and duties as granted under Georgia Code Section 69-601 as it now exists, or as it may hereafter be amended.

(i) The Authority shall appoint a parks and recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the parks and recreation service system, but the salaries thereof shall be within and consistent with the budget established and approved. The duties of said director shall be to plan, organize, direct and control a county-wide parks and recreation system, pursuant to the policies established by the Authority and within the budget submitted to and approved by the governing bodies of the City and County. He shall prepare and present to the Authority Board a suggested budget showing anticipated revenue and required expenditures.

(j) The Authority shall each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance, and capital improvements of the parks and recreation system.

(k) Operations and Maintenance shall be funded by the Floyd County tax base appropriation, and the City shall not be required to contribute, provided that, in no event, shall the rights of the City and its residents be abridged in any manner in the operation of the parks and recreation service system.

(l) The City and the County shall, and do respectively retain title to all their respective lands and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. Further capital investment shall be made with respect to such property by the political subdivision having title thereto.

(m) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(n) Real Property - The recreation buildings and park lands will be owned by the City and County either independently or jointly. Capital improvements on real property will remain the responsibility of the respective owner/owners.

(o) Personal Property - The Authority will own and hold title to equipment, vehicles, furnishings, etc. Ownership would revert back to the purchasing

governmental body (most personal property items are purchased by the County Government) if an impasse in the Contract Agreement was to occur.

(p) The Authority is empowered to establish, revise and collect fees and rentals for the use of parks and recreation services and to impose conditions and set requirements governing such use. Accurate records of such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.

(q) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services in accordance with the terms of the Recreation Contract.

(r) Nothing herein shall prevent the Authority from contracting with the County to perform work in the parks and recreation areas, but performance by the County shall be the subject of separate charge and shall not be considered participation by the County in accordance with the terms of the Recreation Contract.

The Chairman and Secretary of the Floyd County Commission are authorized to enter into and sign on behalf of Floyd County, a contract with the City of Rome, Georgia, to cooperate in the empowerment of said Authority and a county-wide parks and recreation service system, to provide for the financial participation of the County in said program, to provide for a term, to provide for termination and arbitration, to provide for assurance that the integrity of the present County parks and recreation system shall be maintained, and to contain such other terms as may be necessary to carry out the intentions of the parties.

BE IT FURTHER ORDAINED by the Floyd County Commission and it is ordained by authority of same, that all ordinances or parts of ordinances in conflict herewith be, and the same are hereby repealed.

Said contract shall further provide that in the event any conflict or disagreement, as to the terms and conditions of said contract shall arise, during the period of said contract, that the matter shall be settled by non-binding arbitration, with the City of Rome and the County of Floyd each appointing an Arbitrator, and the two appointees appointing a third Arbitrator.

CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
EXHIBIT C  
CITY OF ROME REAL PROPERTY

HAMLER CENTER 1.5 acres on West Third Street, consisting of present parks and recreation headquarters, maintenance center, recreation center and gymnasium.

RIVERVIEW PARK 33.7 acres located behind levee on Coosa River, consisting of Youth Sports Complex to include a 4-field Baseball Complex, 2 Field Football/Soccer Complex, playground and Legion Baseball Field.

WEST THIRD COMPLEX Approximately 13 acres, consisting of memorial Gym, Barron Stadium, Fitness Center, John Maddox Track, Gymnastics Center, Activities Building, and 16-court Tennis Center.

PARKS HOKE PARK 6 acres at Hardy Street and Cherokee, consisting of outdoor basketball court, multi-purpose field, horseshoe pits, playground, softball/baseball field, and volleyball court.

TOLBERT PARK 11 acres at Charlton Road and Oakwood Road, consisting of outdoor basketball court, multi-purpose field, creek, picnic areas, playground, softball/baseball field, and 2 unlighted tennis courts.

RIDGEFERRY PARK 60 acres at Riverside Parkway, consisting of multi-purpose pavilion, fishing and river access, 3 picnic shelters, playground, 2 restroom facilities, natural and paved trails, 2 sand volleyball courts, wetlands demonstration area, and rowing storage facility.

CRANE STREET PARK	7 acres at Crane Street, consisting of outdoor basketball court, multi-purpose field, playground, softball/baseball field, and 1 unlighted tennis court.
DIVISION STREET PARK	7 acres at Division Street, consisting of outdoor basketball courts, multi-purpose field, picnic shelter, playground, softball/baseball field, 2 unlighted tennis courts and 1 volleyball court.
EAGLE PARK	5 acres at Callahan and O'Neil Street, consisting outdoor basketball courts, playground, softball/baseball field.
MAPLE STREET PARK	5 acres at Maple Street, consisting of Gymnasium, outdoor basketball courts, horseshoe pit, picnic areas, playground, and restrooms.
NORTHSIDE SWIM CENTER	4 acres at Kingston Road, consisting of outdoor aquatics center (pool and water slide), restrooms, concession stand and showers.
TRAILS/ THE RIVERWALK	All Riverwalk trails and downtown trail system.
EAST ROME RECREATION CENTER	Recreation Center located adjacent to Southeast Elementary School.



CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
EXHIBIT D  
FLOYD COUNTY REAL PROPERTY

ALTO PARK	68 acres, consisting of a 5 field lighted softball complex, and a 2 field lighted softball complex, 3 concession stands, 3 restroom facilities, 10 lighted tennis courts, 2 playgrounds, picnic shelter, natural trails, and volleyball court.
ARMUCHEE PARK	31 acres consisting of outdoor basketball courts, fishing, creek, picnic shelter, playground, restrooms, 3 softball/baseball fields, and 2 tennis courts.
CAVE SPRING PARK	10 acres, consisting of outdoor basketball courts, multi-purpose field, picnic shelter, playground, restrooms, 2 softball/baseball fields (1 lighted, 1 unlighted), and 2 lighted tennis courts.
COOSA PARK	11 acres, consisting of outdoor basketball courts, picnic shelter, playground, restrooms, softball/baseball fields, and 2 unlighted tennis courts.
ETOWAH PARK	100 acres, consisting of Senior Adult Recreation Center, Golf Practice Facility, 6 field youth baseball/softball/t-ball complex (4 lighted, 2 unlighted), 8 lighted tennis courts with central control building, outdoor in-line skate center, paved trails, 3 restroom facilities, 2 concession stands, 2 playgrounds, picnic shelter.
MIDWAY PARK	12 acres, consisting of outdoor basketball courts, picnic shelter, playground, 4 softball/baseball fields and batting cage.
GARDEN LAKES	38 acres, consisting of Recreation Center, Gymnasium, outdoor basketball courts, multi-purpose fields, picnic areas, accessible playground, restrooms, tennis court, paved trails, 1 volleyball court, nature trail. PROPOSED: soccer complex and swimming pool.

LOCK & DAM PARK	73 acres, consisting of campground (RV, group, and tent camping,) Trading Post exhibition center, fishing and boat ramp, horseshoe pits, river, picnic shelters, playground, restrooms, shower and laundry facility, natural trails, observation tower, volleyball court, fishing pier. PROPOSED: Major Lock Activation.
RIVERSIDE PARK	8 acres at Riverside Drive, consisting of softball/baseball field, concession stand, tennis court, volleyball court, and restroom.
SHANNON PARK	22 acres, consisting of Recreation Center, outdoor basketball courts, multi-purpose field, picnic areas, playground, restrooms, softball/baseball field, 4 lighted tennis courts, paved trails, and volleyball court.
WOLFE PARK	17 acres, consisting of Recreation Center, outdoor basketball courts, multi-purpose field, creek, picnic areas, playground, restrooms, softball/baseball field, paved trails, 2 tennis courts.
MONTGOMERY, LANDING	6 acres, consisting of fishing and boat ramp, lake picnic area. PROPOSED: future restroom.
OLD RIVER ROAD LANDING	2 acres, consisting of fishing and boat ramp on river.
SIMMS MTN. TRAIL	24 acres, consisting of natural trails, parking areas and signage.
SOUTH FLOYD PARK	30 acres, PROPOSED FUTURE DEVELOPMENT: sports fields, trails, outdoor courts.

Rec  
12-17-2007

**SERVICE AGREEMENT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
FLOYD COUNTY AND CITY OF ROME**

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of December, 2007, by the Rome-Floyd Parks and Recreation Authority, herein after called the "Authority," the City of Rome, hereafter called the "City," and Floyd County, hereinafter called the "County," all of the foregoing being referred to as "the parties."

WITNESSETH:

WHEREAS, the Authority is duly recognized by Rome and Floyd County as the agency responsible for developing, maintaining, and operating a comprehensive parks and recreation service system; and

WHEREAS, the Authority is seeking to maximize its' resources by contracting out various appropriate financial and human service responsibilities;

WHEREAS, the City and County entered a Contract, dated April 21, 1998, regarding the Authority and its operation; and

WHEREAS, the County has expressed interest in assisting with Authority service desires.

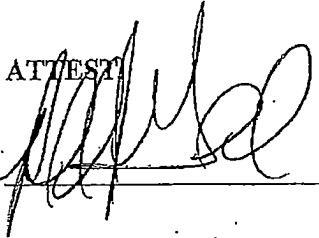
NOW THEREFORE, the Authority, the City and the County agree as follows:

- I. The parties recognize and accept the service procedures as outlined in Exhibit "A", SERVICE AGREEMENT PROCEDURES, affecting finance, personnel, purchasing and budget management functions.
- II. The provisions of this Agreement shall be subject to annual review, and the Agreement may be terminated upon approval by two (2) of the three (3) parties involved in this Agreement at the end of any service year (December 31) with a minimum of one hundred twenty (120) days notice. Termination of this Agreement does not affect the responsibility of any party under the April 21, 1998 Contract.

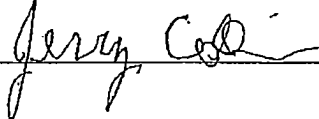
IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereto set their hands and affixed their seals, the day and year first above written.

SIGNATURES COMMENCE ON FOLLOWING PAGE

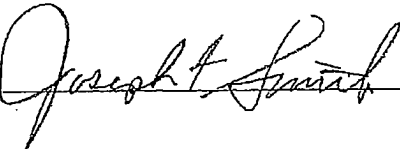
ATTEST:

  
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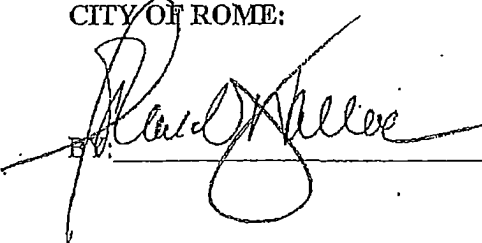
ROME-FLOYD PARKS AND RECREATION AUTHORITY:

BY:   
\_\_\_\_\_


ATTEST:

  
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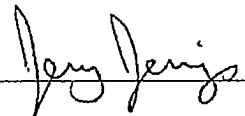
CITY OF ROME:

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

FLOYD COUNTY:

BY:   
\_\_\_\_\_

## EXHIBIT "A"

### RFPRA and FLOYD COUNTY SERVICE AGREEMENT PROCEDURES

#### FINANCIAL PROCEDURES

1. Accounts Payable:
  - a. Authority will issue P.O.'s and handle computer entry.
  - b. Authority will match invoices with P.O.'s and receiving tickets and submit to Floyd County Finance for payment.
  - c. Floyd County will handle computer entry for invoices as they are received.
  - d. Floyd County will process all payables, general O&M and Capital accounts except for city SPLOST projects, on a timely basis, to take advantage of discounts. Authority name will not appear on checks made to vendors.
  
2. Accounts Receivable:
  - a. Authority will process cash receipts from fees, rentals, admissions, sponsorships, retail sales, memberships, concessions, grants, donations, etc.
  - b. Authority will make daily deposits into a Floyd County-RFPRA account with Floyd County receiving deposit slips for verification.
  - c. Floyd County will handle daily computer entry of cash receipts into designated accounts.
  
3. Payroll:
  - a. Floyd County will process all payroll checks for Authority on a biweekly basis.
  - b. Authority will prepare and submit payroll requests per Floyd County's established deadline.
  
4. Finance Procedure
  - a. RFPRA accounting function will be administered under the direction of the County Comptroller/Finance Director.

#### PERSONNEL PROCEDURES

1. Insurance:
  - a. Authority employees will be covered by the county insurance plan.
  
2. Retirement:
  - a. Retirement decisions remain with the Authority Board.
  
3. Classification and Pay Plan:
  - a. Authority employees will be classified in accordance to Floyd County pay and classification plan.
  - b. Authority employees will be granted the same pay privileges and benefits as Floyd County employees.
  - c. Authority employees will be "at-will" employees.

4. Personnel Policies:
  - a. Any changes to existing personnel policies must be reviewed by County Attorney.

#### PURCHASING PROCEDURES

1. Authority will adhere to Floyd County Purchasing Policies.
2. The Authority will issue P.O.'s.
3. Blanket P.O.'s can be issued to cover weekend and evening purchases (outside regular office hours.)
4. Exclusive purchasing agreements with vendors will be honored, i.e. Coca-Cola Company.
5. Customary purchases necessary to operate events, festivals, programs, etc. will be permitted.

#### BUDGET MANAGEMENT PROCEDURES.

1. General O&M Budget:
  - a. Authority Board will develop and submit an annual Operations and Capital Budget to Floyd County and a Capital Budget to the City of Rome by October 1 of each year.
  - b. Floyd County will approve annual funding for Operations and Capital Improvements for the Authority.
  - c. Floyd County's budget system is line item. Authority's budget is an enterprise system.
  - d. Authority Board will manage its O&M and Capital budgets, making adjustments as appropriate. Account line changes will be in accordance with the County Finance Department's guidelines/procedures.
2. Special Carryover Accounts:
  - a. Separate accounts and fund balances will be maintained on designated carryover accounts, i.e. Hall of Fame, Rome Relays, etc., keeping them as sub-departments of the Authority.
3. Grants Administration
  - a. Authority will handle grants administration, as in the past.
  - b. Floyd County will front expense allocations required to attract matching grant funds (this includes City projects as well as County projects.)
4. Other:
  - a. Funds in the Floyd County-RFPRA account will earn interest income.
  - b. A petty cash amount can be maintained at the Authority office. The Authority and Floyd County Finance Department will make monthly reconciliation's and journal entries.
  - c. Authority will continue management of an annual fund balance and is encouraged to maintain a fund balance for emergency and contingency purposes.
  - d. City and County capital funds will be transferred to a Rome-Floyd Parks and Recreation Authority fund on a quarterly basis beginning in January of each year.

At least twenty-five percent (25%) of the City's and County's budget for capital will be paid at the beginning of each quarter for the first three (3) quarters of the Authority's fiscal year, and full funding will be provided for any project completed during the prior quarter. Appropriate expenditure records/documentation will be provided to the City and County finance departments for each project on a timely basis. The fourth quarter payment will be evaluated and adjusted, and fourth quarter payments will be based upon actual expenditures incurred.

**CITY OF ROME ORDINANCE**

**ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT**

**EXHIBIT C**

AN ORDINANCE TO AMEND THE PARKS, RECREATION AND CULTURAL AFFAIRS ORDINANCE OF THE CITY OF ROME, GEORGIA, AND PARTICULARLY PART III, CHAPTER 15, ARTICLE II, AND MORE PARTICULARLY SECTIONS 15-51, 15-52, 15-53(a), 15-53(b), 15-53(c), 15-53(g), 15-54(a), 15-55(a), 15-55(c), 15-56(a), 15-56(b), 15-56(c), 15-56(d), 15-56(e), 15-56(f), 15-56(g), 15-56(h), 15-56(i), 15-56(j), 15-56(k), 15-57(a), 15-57(b), 15-58(c), 15-58(d), 15-58(e), 15-59; TO CHANGE THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE CITY AND/OR COUNTY; TO PROVIDE TERM LIMITS FOR THE MEMBERS; TO CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

**SECTION I:**

BE IT ORDAINED BY THE ROME CITY COMMISSION, and it is ordained by authority of the same, that DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY, and more particularly Sections 15-51 through 15-59, inclusive, of the Code of the City of Rome, Georgia, are hereby amended to read as follows:

**DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY**

**Sec. 15-51. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*The Authority* means the Rome-Floyd County Parks and Recreation Authority.

*The City* means the City of Rome, Georgia.

*The County* means Floyd County, Georgia.

*Director* means the appointed person selected by the City and County Managers as the Executive of the Authority.



**Sec. 15-52. Creation.**

The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the city and the county, as authorized by O.C.G.A. § 36-64-1 et seq. The Authority shall be organized and empowered as set out in this article.

**Sec. 15-53. Appointment of members; terms; vacancy; removal.**

(a) The Authority shall consist of seven (7) appointed voting members. Others may serve on the Authority as ex-officio, non-voting members. The appointed voting members terms shall begin July 1, 2015. Except for the initial appointees, all terms will be for five (5) years.

(b) The City shall appoint three (3) voting members and the County shall appoint four (4) voting members. The Cave Spring City Council, the Rome City Schools and Floyd County Schools shall each have one appointment to serve as an ex-officio, non-voting member. Each governmental entity may use its own selection and appointing methodology. In addition to the Floyd County and Rome City Managers, the County and the City may each appoint one of their respective commissioners to each serve as an ex-officio non-voting member to the Authority Board.

(c) In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a five-year term, one (1) person for a four-year term and one (1) person for two-year term; the initial appointment by the County shall be two (2) persons for three-year terms, one (1) person for a five-year term, and one (1) person for one-year term. The members shall serve until their successors are duly appointed and qualified. Members of the Authority may serve up to two consecutive five-year terms.

(d) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(e) Members of the Authority may be involuntarily removed by the appointing body which originally appointed such member only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude, or unanimous recommendation of the other members of the Authority.

(f) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

(g) The absence of any member for three consecutive regular meetings without leave except when such absence is made necessary by sickness or other similar causes will declare vacant the seat of such member, in which the vacancy thus created shall be filled by the appropriate appointing governing body.

(h) All Authority Members are expected to attend an orientation session upon joining the Authority. Additionally, it is expected that all members be present for at least 75% of regularly scheduled meetings each calendar year.

**Sec. 15-54. Purpose and responsibility.**

(a) The purpose of the Authority is to serve as a citizen board to advise the Floyd County Commission and Rome City Commission, the Floyd County and Rome City Managers, and the Director of the Authority, on various matters pertaining to the operation of park facilities and recreation programs within Rome and Floyd County, to make policy recommendations to Floyd County and the City of Rome, and to carry out duties as may be assigned to them by the respective County and City Commissions. This purpose is to assist in the developing, maintaining, and operating a comprehensive parks and recreation service system for the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. Facilities shall be open to all citizens of the City and of the County. The goal of the Authority shall be to assure that operation and maintenance of all facilities, whether titled in the City or County, will continue at a level equal to, or better than, in prior years.

**Sec. 15-55. Organization; rules.**

(a) The Authority shall elect its chairperson and vice chairman from among its appointed voting members, provided one shall be a County appointee and the other a City appointee. The terms of the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No elected official or City and/or County Manager may serve as chairperson.

(b) In the event of the resignation of any officer, the members shall elect a successor in accordance with subsection (a) above. The department shall designate staff members to serve in the capacity of Secretary. The Secretary is responsible for distributing meeting agendas, minutes, and other relevant information to Authority members. The Parks and Recreation Director is the primary point of contact in the department for the Authority officers and members.

(c) The Authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this article, the resolution of the County and the agreement between the City and the County referred to in this article. Any amendments or modifications to this article must be approved by the City and the County.

**Sec. 15-56. Powers and duties; budget; fees.**

(a) The Chairperson of the Authority shall preside at all meetings of the Authority and shall perform such other duties as may be determined by the Authority.

(b) The Vice Chairperson shall assume the duties of the Chairperson in his or her

absence.

(c) The Director of Parks and Recreation is responsible for the general administration of the Department and for carrying out the policies recommended by the Authority when approved by the appropriate governing body. In conjunction with the County and City Managers, the Parks and Recreation Director shall be the agent of the Rome Floyd Parks and Recreation Authority and to that end shall supervise the operation of all the Department's activities. The Director shall submit a detailed report of activities and administration of the programs of the Parks and Recreation Department to the City and County Managers and to the Authority at each regular meeting for the month prior to the meeting.

(d) The Board Secretary is responsible for notifying Authority Members and the public of all meetings. The Secretary is responsible for keeping minutes of each meeting and for distributing meeting agendas, minutes, and other relevant information to Authority members, Department staff, and the public.

(e) The Authority shall make recommendations affecting recreation policies, programs, finances, developing or closing a park facility and land acquisition related to the Department's programs and policies. Such recommendations shall be forwarded to and approved by the appropriate governing body. The Authority's recommendations are advisory in nature. The Authority shall be responsive to the concerns and needs of the community and shall support the Department to ensure that the community's needs are met. The Authority shall study, review, and formulate solutions to alleviate problems concerning recreational activities. They shall enlist the cooperation of community, religious, professional, civic, labor and business organizations and other identifiable groups (i.e. YMCA, Boys & Girls Club, among others) within the county in programs and campaigns devoted to the improvement of recreational opportunities. Formal recommendations of the Authority shall be communicated with City and County Commissions by and through the Parks and Recreation Director.

(f) The Authority shall work with the Director each calendar year to establish an operating budget to be approved by the Floyd County Commission and accompanying capital budgets to be approved by the appropriate governing body. The Authority shall advise the Director who shall annually establish program participation and facility rental fees that seek to meet the overall objectives of the County and the City as well as furthering the overall mission of the Authority. Within the annual budget, the Authority shall endeavor to establish and manage a comprehensive scholarship program that serves to increase youth participation in all sports.

(g) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such

bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(h) Nothing in this article shall prevent the Authority from contracting with the City for the City to perform work in the recreation areas, but performance by the City shall be the subject of separate charges.

(i) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fund-raising groups shall be created and operated as required by Georgia law.

(j) Meetings:

- (i). Regular monthly meetings of the Rome-Floyd Parks and Recreation Authority shall be held at a time and place agreed upon by the majority of the membership and shall not conflict with City or County meeting schedules.
- (ii). Special meetings may be called by the Chairperson or upon written request from a majority of the body with a minimum 48-hour public notice, but such meetings may not conflict with City or County Commission meeting schedules.
- (iii). A majority (4 of the 7 voting members) of the members constitute a quorum.
- (iv). In case of an expected absence from a meeting, the Authority member should notify the Secretary and Director.
- (v). The process for conducting meetings will adhere to Roberts Rules of Order. The Authority Chairperson and the Director shall endeavor to create a meeting agenda and distribute it in advance to all Authority members, at least 24-hours prior to the meeting. Requests for changes or additions to the agenda should be submitted to the Chairperson and/or the Director.
- (vi). All meetings are open to the public.
- (vii). A joint meeting with both Governing Authorities shall be held no less than once annually.

(k) Committees:

- (i). The Chairperson may appoint such committees, standing or special, as may be authorized by the Authority.
- (ii). The Chairperson and the Director of Parks and Recreation shall be ex-officio members of all committees and, as such, shall be notified of all meetings.
- (iii). An Executive Committee consisting of the Chairperson, Vice Chairperson, and one other Authority member appointed by the members, shall meet with the Department Director and other staff as needed to manage logistics, responsibilities, and general activities of the Authority.

**Sec. 15-57. Parks and recreation director and other employees; duties.**

(a) The City and County Managers shall appoint the Parks and Recreation Director, but the salary thereof shall be within and consistent with the budget established and approved.

(b) The duties of the Director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by this Agreement and the Authority and within the budget submitted to and approved by the governing bodies of the City and County. The Director shall prepare and present to the County and City a suggested budget showing anticipated revenues and required expenditures.

(c) The Director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

**Sec. 15-58. Financial participation, retention of title to land and capital improvements; diminishing yearly contribution by City.**

(a) The City and County shall, and do, respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land owner/owners.

(b) Since the year 1983 and for all succeeding years, the County shall finance the operating budget, and the City shall not be required to contribute. No matter which governmental entity is responsible for operation or maintenance of a particular facility, in no event shall the rights of the city or the County and their residents be abridged in any manner in the operation of the recreation program.

(c) Certain future projects such as CDBG projects may be procured and administered by the City or the County, in consultation with the Authority.

(d) The Authority will seek and administer grants and private assistance for capital projects. Any such capital improvement will inure to the benefit of the owner of that facility.

(e) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

**Sec. 15-59. Contract.**

The chairman and secretary of the city commission are authorized to enter into and sign on behalf of the city a contract with the county to cooperate in the establishment of the Authority and a county wide recreation program; to provide for the financial participation of the city in such program; to provide for a term; to provide for termination and arbitration; to provide for assurance that the integrity of the recreation system shall be maintained; and to contain such other terms as may be necessary to carry out the intentions of the parties.

**SECTION II:**

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.

FLOYD COUNTY ORDINANCE

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

EXHIBIT D

AN ORDINANCE TO AMEND THE PARKS AND RECREATION ORDINANCE OF FLOYD COUNTY, GEORGIA, AND PARTICULARLY PART II, CHAPTER 2, AND MORE PARTICULARLY SECTIONS 2-13-1, 2-13-2, 2-13-3; TO ADD DEFINITIONS, CHANGE THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE COUNTY AND/OR CITY; TO PROVIDE TERM LIMITS FOR THE MEMBERS; TO PROVIDE THAT THE AUTHORITY IS AN ADVISORY BOARD; TO CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FLOYD COUNTY, GEORGIA, and it is hereby ordained by authority of the same, that the Code of Floyd County, Georgia, is amended as follows:

**SECTION I:**

CHAPTER 2-13.PARKS AND RECREATION , and more particularly Sections 2-13-1 through 2-13-3, inclusive, of the Code of Floyd County, Georgia, are hereby amended, by deleting Sections 2-13-1 through 2-13-3, inclusive, in their entirety, and be amended to read as follows:

**Sec. 2-13-1. Definitions.**

As used in this chapter, the following terms shall have the respective meanings ascribed to them:

*Alcoholic beverages:* All intoxicating beverages, malt beverages, wine or any other beverages containing any alcohol whatsoever.

*Authority:* The Rome-Floyd County Parks and Recreation Authority.

*Building:* Any structure attached to the ground which as a roof and which is designed for the shelter, housing or enclosure of persons, animals or property of any kind. The word "building" includes the word "structure."

*The City:* The City of Rome, Georgia.

*The County:* Floyd County, Georgia.

*Destination park:* An outdoor recreational area owned by the County providing opportunities for fishing, camping, hiking, boating, picnicking and nature study, but excluding any organized athletic leagues or similar youth-oriented activities.

*Director:* The appointed person selected by the City and County Managers as the Executive of the Authority.

*Firearm:* Any armament that is designed to or may readily be converted to expel a projectile by the action of an explosive or the frame or receiver of any such armament, any firearm muffler or firearm silencer, or any disruptive device as defined in 18 U. S. C. Section 921(a)(3).

*Litter:* All garbage, refuse, paper, rubbish, debris, trash and all other waste material, whether natural or artificial.

*Recreation facilities:* All recreation areas and parks, including land, buildings, lakes, swimming pools, and all other property and buildings owned, leased or managed by the County or the Authority or their designated agents or departments.

*Vehicle:* Any motor-driven equipment, automobile, truck, motorcycle, bicycle or sled.

*Weapon:* Any hatchet, ax, bb-gun, air gun, slingshot, bow, or other similar device.

**Sec. 2-13-2. – Joint City-County Recreation Authority.**

A. The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the City and the County, as authorized by O.C.G.A. § 36-64-1 et seq. The Authority shall be organized and empowered as set out in this section. The Authority shall consist of seven (7) appointed voting members. Others may serve on the Authority as ex-officio, non-voting members. The appointed voting members terms shall begin July 1, 2015. Except for the initial appointees, all terms will be for five (5) years.

(1) The City shall appoint three (3) voting members and the County shall appoint four (4) voting members. The Cave Spring City Council, the Rome City Schools and Floyd County Schools shall each have one appointment to serve as an ex-officio, non-voting member. Each governmental entity may use its own selection and appointing methodology. In addition to the Floyd County and Rome City Managers, the County and the City may each appoint one of their respective commissioners to each serve as an ex-officio non-voting member to the Authority Board.



(2) In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a five-year term, one (1) person for a four-year term and one (1) person for two-year term; the initial appointment by the County shall be two (2) persons for three-year terms, one (1) person for a five-year term, and one (1) person for one-year term. The members shall serve until their successors are duly appointed and qualified. Members of the Authority may serve up to two consecutive five-year terms.

(3) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(4) Members of the Authority may be involuntarily removed by the appointing body which originally appointed such member only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the Authority.

(5) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

(6) The absence of any member for three consecutive regular meetings without leave except when such absence is made necessary by sickness or other similar causes will declare vacant the seat of such member, in which the vacancy thus created shall be filled by the appropriate appointing governing body.

(7) All Authority Members are expected to attend an orientation session upon joining the Authority. Additionally, it is expected that all members be present for at least 75% of regularly scheduled meetings each calendar year.

B. The Authority shall elect its chairperson and vice chairman from among its appointed voting members, provided one shall be a County appointee and the other a City appointee. The terms of the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No elected official or City and/or County Manager may serve as chairperson.

(1) In the event of the resignation of any officer, the members shall elect a successor in accordance with section B above. The department shall designate staff members to serve in the capacity of Secretary. The Secretary is responsible for distributing meeting agendas, minutes, and other relevant information to Authority members. The Parks and Recreation Director is the primary point of contact in the department for the Authority officers and

members.

(2) The Authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this article, the resolution of the County and the agreement between the City and the County referred to in this article. Any amendments or modifications to this article must be approved by the City and the County.

- (3) The Chairperson of the Authority shall preside at all meetings of the Authority and shall perform such other duties as may be determined by the Authority. The Vice Chairperson shall assume the duties of the Chairperson in his or her absence.
- (4) The Director of Parks and Recreation is responsible for the general administration of the Department and for carrying out the policies recommended by the Authority when approved by the appropriate governing body. In conjunction with the County and City Managers, the Parks and Recreation Director shall be the agent of the Rome Floyd Parks and Recreation Authority and to that end shall supervise the operation of all the Department's activities. The Director shall submit a detailed report of activities and administration of the programs of the Parks and Recreation Department to the City and County Managers and to the Authority at each regular meeting for the month prior to the meeting.
- (5) The Board Secretary is responsible for notifying Authority Members and the public of all meetings. The Secretary is responsible for keeping minutes of each meeting and for distributing meeting agendas, minutes, and other relevant information to Authority members, Department staff, and the public.
- (6) The Authority shall make recommendations affecting recreation policies, programs, finances, developing or closing a park facility and land acquisition related to the Department's programs and policies. Such recommendations shall be forwarded to and approved by the appropriate governing body. The Authority's recommendations are advisory in nature. The Authority shall be responsive to the concerns and needs of the community and shall support the Department to ensure that the community's needs are met. The Authority shall study, review, and formulate solutions to alleviate problems concerning recreational activities. They shall enlist the cooperation of community, religious, professional, civic, labor and business organizations and other identifiable groups (i.e. YMCA, Boys & Girls Club, among others) within the county in programs and campaigns devoted to the improvement of recreational opportunities. Formal recommendations of the Authority shall be communicated with City and County Commissions by and through the Parks and Recreation Director.
- (7) The Authority shall work with the Director each calendar year to establish an operating budget to be approved by the Floyd County Commission and accompanying capital budgets to be approved by the appropriate governing body. The Authority shall advise the Director who shall annually establish program participation and facility rental fees that seek to meet the overall objectives of the County and the City as well as furthering the overall mission of the Authority. Within the annual budget, the Authority shall endeavor to establish and manage a comprehensive scholarship program that serves to increase youth participation in all sports.

(8) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(9) Nothing in this article shall prevent the Authority from contracting with the City for the City to perform work in the recreation areas, but performance by the City shall be the subject of separate charges.

(10) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fund-raising groups shall be created and operated as required by Georgia law.

(11) Meetings:

- (a) Regular monthly meetings of the Rome-Floyd Parks and Recreation Authority shall be held at a time and place agreed upon by the majority of the membership and shall not conflict with City or County meeting schedules.
- (b) Special meetings may be called by the Chairperson or upon written request from a majority of the body with a minimum 48-hour public notice, but such meetings may not conflict with City or County Commission meeting schedules.
- (c) A majority (4 of the 7 voting members) of the members constitute a quorum.
- (d) In case of an expected absence from a meeting, the Authority member should notify the Secretary and Director.
- (e) The process for conducting meetings will adhere to Roberts Rules of Order. The Authority Chairperson and the Director shall endeavor to create a meeting agenda and distribute it in advance to all Authority members, at least 24-hours prior to the meeting. Requests for changes or additions to the agenda should be submitted to the Chairperson and/or the Director.
- (f) All meetings are open to the public.
- (g) A joint meeting with both Governing Authorities shall be held no less than once annually.

(12) Committees:

- (a) The Chairperson may appoint such committees, standing or special, as may be authorized by the Authority.
  - (b) The Chairperson and the Director of Parks and Recreation shall be ex-officio members of all committees and, as such, shall be notified of all meetings.
  - (c) An Executive Committee consisting of the Chairperson, Vice Chairperson, and one other Authority member appointed by the members, shall meet with the Department Director and other staff as needed to manage logistics, responsibilities, and general activities of the Authority.
- C. The City and County Managers shall appoint the Parks and Recreation Director, but the salary thereof shall be within and consistent with the budget established and approved. The duties of the Director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by this

Agreement and the Authority and within the budget submitted to and approved by the governing bodies of the city and county. The Director shall prepare and present to the County and City Managers a suggested budget showing anticipated revenues and required expenditures. The Director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

D. The City and County shall, and do, respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land owner/owners.

1. Since the year 1983 and for all succeeding years, the County shall finance the operating budget, and the City shall not be required to contribute. No matter which governmental entity is responsible for operation or maintenance of a particular facility, in no event shall the rights of the City or the County and their residents be abridged in any manner in the operation of the recreation program.
2. Certain future projects such as CDBG projects may be procured and administered by the City or the County, in consultation with the Authority.
3. The Authority will seek and administer grants and private assistance for capital projects. Any such capital improvement will inure to the benefit of the owner of that facility.
4. Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

**Sec. 2-13-3. -- Purpose.**

The purpose of the Authority is to serve as a citizen board to advise the Floyd County Commission and Rome City Commission, the Floyd County and Rome City Managers, and the Director of the Authority, on various matters pertaining to the operation of park facilities and recreation programs within Rome and Floyd County, to make policy recommendations to Floyd County and the City of Rome, and to carry out duties as may be assigned to them by the respective County and City Commissions. This purpose is to assist in the developing, maintaining, and operating a comprehensive parks and recreation service system for the City and

the County without duplication of services and expense, and with fairness and equity to both political subdivisions. Facilities shall be open to all citizens of the City and of the County. The goal of the Authority shall be to assure that operation and maintenance of all facilities, whether titled in the City or County, will continue at a level equal to, or better than, in prior years.

**SECTION II:**

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.

**SECTION III:**

This Ordinance shall become effective upon approval by the Board of Commissioners of Floyd County, Georgia.

This \_\_\_\_ day of April, 2015.

**FLOYD COUNTY BOARD OF COMMISSIONERS**

BY: \_\_\_\_\_  
**LARRY MAXEY, Chairman**

ATTEST:

BY: \_\_\_\_\_  
\_\_\_\_\_, County Clerk

**READ AND APPROVED BY:**

\_\_\_\_\_  
**JAMIE MCCORD, County Manager**

\_\_\_\_\_  
**WADE C. HOYT, III, County Attorney**

EXHIBIT E

CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY EXHIBIT  
"E"  
CITY OF ROME REAL PROPERTY

BANTY JONES PARK	6 managed acres at 212 E 13 <sup>th</sup> Street, consisting of covered basketball court, multi-purpose field, playground, and restrooms and picnic pavilion.
PARKS HOKE PARK	2.5 managed acres at 200 Hardy Avenue, consisting of 3 outdoor basketball courts, multi-purpose field, and playground.
TOLBERT PARK	10 managed acres at 351 Charlton Street, consisting of outdoor basketball court, multi-purpose field, creek, picnic areas with pavilion, playground, and 2 unlighted tennis courts.
RIDGEFERRY PARK	52 managed acres at 393 Riverside Parkway, consisting of multi-purpose pavilion, fishing and river access, 4 picnic shelters, 3 playgrounds, 2 restroom facilities, natural and paved trails, 2 sand volleyball courts, stage, and 2 fitness stations.
PARKS MAINTENANCE HEADQUARTERS	1.5 managed acres at 170 North Avenue, consisting of Parks Division office, supply storage, and maintenance/mechanic shop.

EXHIBIT E

GYMNASTICS CENTER/HQ	4.5 managed acres at 1 Shorter Avenue, consisting of Administrative Headquarters and the Gymnastics Center.
RIVERVIEW PARK	23 managed acres located behind levee at 255 Jewel Frost Drive, consisting of Youth Sports Complex to include a 4-field Baseball Complex, 2 Field Football/Soccer Complex and playground, 2 batting cages, 2 pavilions, and 3 service buildings.
HERITAGE PARK	8.5 managed acres at 101 Jewel Frost Drive consisting of restrooms, 2 picnic pavilions, gazebo, playground, and the Piggy Green boat ramp/dock.
NORTHSIDE SWIM CENTER	4 managed acres at 501 Kingston Avenue, consisting of outdoor aquatics center (pool and water slide), restrooms, concession stand and showers, 2 pavilions and playground.
FIELDER CENTER	1 managed acre at 1508 Crane Street with a Recreation Center/gymnasium located adjacent to Southeast Elementary School.

EXHIBIT E

CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY EXHIBIT  
"E"

FLOYD COUNTY REAL PROPERTY

ALTO PARK	40.5 managed acres at 1014 Burnett Ferry Road, consisting of a 5 field lighted softball complex, and a 3 field lighted softball complex, 3 concession stands, 3 restroom facilities, 10 lighted tennis courts, 2 playgrounds, picnic shelter, natural trails, volleyball court, Quonset shed and maintenance shed.
CAVE SPRING PARK	7 managed acres at 26 Mill Street, consisting of outdoor basketball courts, picnic shelter, playground, restrooms, 2 lighted softball/baseball fields, 2 lighted tennis courts, and a batting cage.
ETOWAH PARK (PARKER CENTER)	43 managed acres at 1325 Kingston Highway, consisting of the Senior Adult Recreation/Community Center, Golf Practice Facility, 6 field youth baseball/softball/t-ball complex (4 lighted, 2 unlighted), 10 lighted tennis courts with central control building, outdoor in-line skate center, paved trails, 3 restroom facilities, 2 concession stands, 2 playgrounds, picnic shelter, pavilion with restroom, and Quonset shed.
MIDWAY PARK	20 managed acres at 125 Midway Park Road, consisting of outdoor basketball court, 3 picnic shelters, playground, 3 softball/baseball fields and batting cage, 2 Tennis Courts, and bathroom shelters.
GARDEN LAKES (ANTHONY)	36 managed acres at 2901 Garden Lakes Blvd., consisting of a Recreation Center, Gymnasium, outdoor basketball courts, multi-purpose fields, picnic areas, picnic shelters, accessible playground, restrooms, tennis court, paved trails, 4 soccer fields with service building.



EXHIBIT E

LOCK & DAM PARK	69 managed acres at 181 Lock and Dam Road, consisting of campground (RV, group, and tent camping,) Trading Post exhibition center, fishing and boat ramp, horseshoe pits, river, picnic shelters, playground, restrooms, shower and laundry facility, natural trails, observation tower, volleyball court, fishing pier, and boat ramp.
RIVERSIDE PARK	6.5 managed acres at Redwood Street, consisting of softball/baseball field, tennis court and basketball court.
SHANNON PARK (SHAG WILLIAMS)	22 managed acres at 40 Minshew Road, consisting of a Recreation Center and Log Cabin Hut, outdoor basketball courts, 1 multi-purpose field, picnic areas, playground, restrooms, 2 softball/baseball field, 2 lighted tennis courts, paved trails, and pavilion-covered basketball courts.
WOLFE PARK (GILBREATH)	14 managed acres, consisting of Recreation Center/Gymnasium, outdoor basketball courts, multi-purpose field, creek, picnic areas, playground, restrooms, 2 softball/baseball field, paved trails, 2 tennis courts, and pavilions.
BRUSHY BRANCH	6 managed acres at 7354 Black Bluff Road, consisting of fishing and boat ramp, lake, picnic area and restroom.
NORTH FLOYD PARK (THORNTON CENTER)	26 managed acres at 102 North Floyd Park Road, Consisting of the Thornton Community Center/Gymnasium, 2 soccer/multipurpose fields, 2 service buildings, maintenance building, 4 lighted baseball fields, outdoor basketball courts, 2 pavilions, and 2 playgrounds.

ROME-FLOYD COUNTY PARKS AND  
RECREATION AUTHORITY AGREEMENT

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THIS AGREEMENT, made and entered into this IL day of AprRoL , 2015,  
by and between the CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "the City," and FLOYD COUNTY, a  
political subdivision of the State of Georgia, hereinafter called "the County," and the ROME-FLOYD COUNTY PARKS AND  
RECREATION AUTHORITY, a body created by the City and the County, hereinafter called "the- Authority;"

WITNES SETH:

WHEREAS, the City, the County, and the Authority, over forty (40) years ago, created the Authority to provide a single administrator  
for a county-wide recreation program, pursuant to Georgia Law (O.C.G.A. §§ 36-64-1 et seq.) and Section One, Article IX of the  
Georgia Constitution, and the City, the County and the Authority have recognized the Authority as the park and recreation service  
provider for all citizens; and

WHEREAS, it appears that the City and the County and all Floyd County citizens have benefited from a single comprehensive  
recreation and parks system under the direction °fa single administrative unit; and

WHEREAS, the City, the County, and the Authority agree to continue to provide a single comprehensive recreation and parks system  
under the direction of a single administrative unit, and desire mutual cooperation and better facilities for all, the governing bodies of  
the City and the County have met and discussed proposals which will continue the recreation and parks system; and

WHEREAS, the governing bodies of the City and the County, by appropriate ordinance and resolution, have created the Authority,  
and wish to authorize its continuation and the continuation of the recreation and parks system, under terms established herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the receipt and  
sufficiency of which is hereby acknowledged, the parties agree as follows:

The parties recognize and authorize the Authority as the agency responsible for developing a program and vision for a  
comprehensive parks and recreation service system for Rome and Floyd County consistent with this agreement, and recognize and  
authorize that the Authority as a separate and distinct legal entity.

II

The City, the County, and the Authority entered into a twenty-five (25) year Agreement on the 1st day of January, 1973, which  
created a single administration for a county-wide recreation program, and created the Authority pursuant to Georgia Law and  
Section One, Article IX of the Georgia Constitution. On the 28th day of June, 1988, the City, the County, and the Authority entered  
into an Agreement for the construction of certain recreational facilities paid for from proceeds from a Special Purpose Local Option  
Sales Tax, said facilities being owned by the City. On April 28, 1998, the City, the County, and the Authority entered into an  
Agreement to "continue services of the established Authority under the applicable provisions of the Georgia Constitution and  
statutes." (The 1973 and 1998 Agreements have been previously and collectively referred to as the "Contract." A copy of the  
Contract is attached hereto as Exhibit "A.") The City, the County, and the Authority entered into a modification of the Contract on  
the 20th day of December, 2007, wherein the Authority sought to "maximize its' resources by contracting out various appropriate  
financial and human service responsibilities;" and adopted "SERVICE AGREEMENT PROCEDURES, affecting finance, personnel,  
purchasing and budget management functions," a copy of the 2007 modification is attached hereto as Exhibit "B". These prior  
agreements have expired by their terms; however, the ownership of the properties referred to therein, as well as the distribution or  
return of the properties between the City and the County, has not expired or been waived by any party. This agreement, together  
with the ordinances and resolutions to be adopted by the City and County respectively, shall constitute the sole documents and  
agreements between the parties as to the matters addressed herein. The City and the County will amend their respective current  
ordinances and resolutions, which are attached as Exhibits "C" and "D" to this agreement.

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III

The Authority shall remain an autonomous, independent body with appointments from both City and County Commissions, subject  
to five year terms. The City and the County may each appoint one of their respective commissioners, whose term will be at the  
discretion of the respective appointing body, to serve in an ex-officio position with no power to vote. No city  
commissioner or county commissioner may vote, or serve as chair or any other office of the Authority.

IV

All employees of the Authority ("Recreation employees") shall become employees of Floyd County and shall be entitled to all  
benefits as other Floyd County employees subject to all policies and procedures for employment with the County. Recreation  
employees will be credited with their time of service upon becoming County employees. The Authority will relinquish oversight of  
the Director and Recreation employees, as well as financial oversight of operations as herein set forth.

V

The City, the County, and the Authority recognize and accept that the Managers of the City and the County shall jointly be  
responsible for the selection, appointment, and annual review of a Director of the Authority for purposes of managing recreation  
programs, services, and employees.

VI

The Authority, as ambassadors of recreation, will cultivate and encourage recreational and leisure activity needs for all citizens of  
Rome and Floyd County. There will be an immediate effort to significantly reduce or eliminate program registration and participation  
fees for football, cheerleading, baseball, softball, and basketball in an effort to greatly increase participation in youth sports for all  
children within Rome and Floyd County, while paying special attention to programming for areas with traditionally underserved  
children within the community.

VII

No later than January 1, 2016, the following facilities will be maintained exclusively by the City at its sole expense: Historic Barron  
Stadium and Maddox Track, Throws Center off

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Riverside Parkway, all multi-purpose Trail Facilities within the City of Rome, Legion Baseball Field behind the levee, and the

downtown Tennis Center on West 3rd Street, Rome, Georgia. It is recognized that these specifically removed facilities (collectively, the "City Recreation Facilities") represent significant savings to Floyd County. The attached list of facilities and properties, marked as Exhibit "E," shall be the Joint Facilities to be operated, maintained and managed under the supervision, direction, and control of the Director of the Authority as set forth in this Agreement and the ordinances and resolutions of the City and the County. New facilities may be added to the list of Joint Facilities only by written amendment hereto executed by both the City and the County.

VIII  
The County agrees to provide the necessary inmate labor from the Floyd County Prison, regularly and as reasonably requested by, but at no charge to (excluding the cost of transportation and Correction officer), the City, for purposes of maintaining the City Recreation Facilities as set forth in Paragraph VII above.

IX  
The operation and maintenance of all facilities will continue at a level that is equal to or greater than prior years.

X  
The term of this agreement shall be three (3) years, and this agreement will automatically renew for three (3) years, unless either the City or the County notifies the other at least sixty (60) days prior to automatic renewal, of its intent to non-renew. Either the City or the County may terminate this agreement without cause upon twelve (12) months notice to the other.

XI  
All parties agree to meet to discuss recreation programs no less than one time annually.

XII  
The provisions of this agreement shall become effective as of April 1, 2015.

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IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hand and affixed their seals, the day and year first above written.

ROME-FL ARKS AND REC

CITY OF R11 ORG BY:

FLOYD

GEORGIA, FLOYD COUNTY:

THIS AGREEMENT, made and entered into this

'1st day of Jardliry"' e 1973, by arid between the CITY OP ROME, GEORGIA, a municipal corporation, hereinafter called "The City," .and FLOYD COUNTY, a political

' subdivision of the State of Georgia, hereinafter called "The County," and the ROME-FLOYD COUNTY RECREATION AUTHORITY, a body created by the Citykand the County, hereinafter called 'the Authority;" .

WITNESSETH:

WHEREAS, The City presently provides and operates anertensive recreation program for its citizens, and has done so for a number of years; and

WHEREAS., The County has arranged for its citivms living outside the corporate limits of the City of Rome to utilize and participate in said program, by paying a,portion of the operations costs thereof as budgeted by the City; and

WHEREAS, The County has acquired lands throughout Floyd County to provide more recreational areas, and has begun to. improve said faciliy,ea with.the view of developing a county-wide recreation program; and •

WHIREEAS, there appears to. be a potential of costly and inefficient duplicatiOA Of services And lack

Co)? 00V4jnAtign /1141,1491100 a tifa &panto programsw and

WHEREAS,' it appears that The' City and. The. County and an Floyd County citizens .would benefit by the

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merger of the two said recreation programs into a single, comprehensive program under the direction of a single Administrative unit; and

WHEREAS, the governing bodies of The City and The County, desiring greater mutual cooperation and better facilities for all, have met and discussed proposals which appear to be fair and equitable; and

WHEEEAS; the most feasible method of effecting

a single administration for a county-wide recreation program is the creation and establishment of a recreation authority under the provisions of Chapter-69-6 of the Georgia Code and of Section One, Article IX of the Georgia Constitution; and

WHEREAS, .both governing bodies, by appropriate ordinance and resolution, have created the Rome-Floyd County. Recreation- Authority and have authorized a forma/ contract between said bodies to determine the scope and powers of said Authority.

NOW, THEREFORE, for and in consideration of

the premises and the mutual undertakings .hereinafter contained, the parties agree asfollowsr

I.

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The is hereby established and recognized .4110 Rom0.119.0 popty Recreation Allt1104.tir cmcAtad to bragidiusfit elad wintA49 a matrwas.24ekdatia govaMc

The provisions of a certain ordinance of

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• City of-Ramer. Georgia, authorizing and creating said Authority, which ordinance was duly enacted on April 16, 1973'(a copy of which is hereto annexed as Exhibit "A") together with 'the provisions of a certain ordinance of Floyd County, Georgia, authorizing and creating said Authority, which ordinance was duly enacted on April 24: 1973 (a copy of which is hereto annexed -as :Exhibit "B") are hereby incorporated in this Agreement and adopted by the parties, and shall be mutually binding on the parties as if fully set 'out herein.

The City shall, and does hereby, lease to the Authority. the equipment and materials pretently designated to its recreation department and the lands and capital improvements 'set cut in Exhibit \*"C" hereof, and the Authority, shall put said properties ta a use consistent with 'the statedpurpose and objectives of the recreation program and shall protect and maintain same.

IV.

The County shall; and does hereby, lease to the Authority its equipment and materials presently earmarked for recreational purposes and the lands and capital improvements set out in Exhibit "D" hereof, and the Authority shall put said property to a use UnifitgAt With the O&M& pmege objeativeo ag the recreation program and shall protectand maintain same..

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V.

The City and the County respectively shall pay, and be responsible for, the cost of all capital improvements in or on their respective properties made after the date of execution of this Agreement. In this context, "capital improvement" shall mean work (on property) that costs \$500.00 or more and that will last for more than one year.

VI.

The City and The County respectively, shall, retain title to all the aforementioned properties and all present and future capital improvemPrts.

VII.

The parties recognize that the City owns established and functional buildings and improved facilities of considerable worth and value, whereas, those of the County are in the process of improvement and development. The parties, and particularly the Authority, shall, in the expenditure of funds and operation of the recreation system, be guided by said general recognition. The facilities of the county-wide system shall not be improved or expanded at the expense of, or to the detriment of, the City-owned facilities in their present condition, reasonable and normal wear and tear excepted; failure in this regard shall constitute a breach of this Agreement.

The parties recognize that the existing recreation programs employ, and provide benefits to, regular employees. The Authority shall first employ

-4-

persons presently employed in existing programs at: compensation at /east equivalent to present rates. Existing programs of pension and other benefits: shall be continued unaffected, unless Voluntarily waived by an employee.

IX.

The term of this Agreement shall be twenty-five (25) years from the date of execution hereof, unless.. terminated sooner for cause.

In the event this Agreement is terminated for cause, the exclusive use and possession of the respective lands and improvements of the City and County shall revert to the City and the County respectively, and an accounting and distribution of net assets equitable and just to the City and County shall be made-

XI.

In the event n2 dispute or disagreement between the City and the County as ta the terms and conditions. of this Agreement,; during the term thereof, then said matter shall-be submitted to arbitration pursuant to. Chapter 71 of-the:Georgia Code,' with.the City and the County each appoint-- ing anarbitratorv and tim two appointees.appointing a third oxbitr4twfv

-.The provisions -of this.Agreement'and the existence

THE :CITY OF ROME,; GEORGIA

ATTEST:

of the Authority. shall be 'effective as of ,iep..hiz'cil),\* Ng IN TIMES WHEREOF, the parties. hereto., by. - and through thir duly authorized officers; .havs here-, unta set -their hand and affixed the:ir seals,' the: deY and year first above :written.

FLOYD COUNTY, GEORGIA

ROE-FLOYD COUNTY RECREATION . AUTHORITY

ATTEST:

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ATTEST:

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iiM1Pg414/13 AN ORDEANCE TO AMEND CHAPTER 21 OF

2BE CODE OF THE CITY OF ROME, GEORGIA

J AND FARTICULARLY SECTION 21-2(b) THEREOF TO PROVIDE FOR A CHANGE IN THE STAGGERED TERMS OF MEMBERS OF THE RECREATION AUTHORITY; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES

SECTION I;

' BE IT ORDAINED by the Rome City commission and it is ordained by authority of same, that subsection (b) of Section 21-2 of the Code of the City of Rome, Georgia, be amended to read as follows;

u(b). In order that the terms of members

• shall be staggered and the term of at least one

;

member shall expire every year, the original

: - appointments shall be made by the City and

• County as follows; The City of Rome, by and

..through its Commission, and the County of Floyd,



of the City and of the County, but shall consistently maintain the existing facilities of the City in at least its present good and serviceable condition.

(b) The Authority shall formulate, implement, operate, administer and maintain said recreation program to the extent of 42.1 of the County clause, \*spending of the County appropriated for its purpose by the City and the County governing bodies, section 21-4 hereof, Ordinance and rules, .

(c) The Authority shall elect its chairman, and such other officers as may be necessary, from among its appointed members. The term of the chairman and such other officers shall be one year, or until their successors are duly elected and qualified,

(d) The Authority shall appoint a secretary who may be an officer or employee of the City of Remo, or of the County, or of the Authority, The secretary shall keep minutes of the meetings and perform such other functions as may be required of

(e) The Authority shall make its own rules of procedure, consistent with the law of the State and with the authority granted it by this Ordinance, the resolution of the County and the agreement between the City and the County hereinafter referred to

section 21-5. Powers and duties;

(f) The Authority shall be vested, except as hereinafter provided, with all powers and duties as granted under the County Code Section 40,4010 as

it now exists, or as it may hereafter be amended.

(b) The Authority shall each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance of the recreation program and showing enacted expenditures in each of the recreation areas. The budget shall be submitted to the City after the latter's annual appropriation to the Authority ceases.

(c) The Authority is empowered to establish, revise and collect fees and rentals for the use of recreation areas and to impose conditions and such requirements governing such areas. Such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be included in the annual budget.

(d) The Authority shall periodically report to the governing bodies the condition of the recreation lands and capital improvements to it and shall immediately notify such bodies of any defects thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(e) Nothing herein shall prevent the Authority from contracting with the City to perform work in the recreation areas, but the performance by the City shall be

on a separate charge and shall not be considered participation by the City.

It is the

purpose of this Ordinance to provide for the recreation director and other employees; duties.

The Authority shall appoint a recreation director and such other staff and employees as it may deem necessary to properly and adequately carry out the recreation program, the duties of which shall be within and consistent with the budget established and approved,

(b) The duties of said director shall be to plan, organize, direct and control a county-wide recreation program, pursuant to the policy established by the Authority and within the budget submitted to and approved by the governing bodies of the City and County. He shall present to the authority suggested budget showing anticipated revenue and required expenditures,

and shall retain title to all their respective lands and capital improvements

(a) The city and the County shall, respectively retain title to all their respective lands and capital improvements connected with, and used in connection with, the recreation program, and the Authority shall protect and maintain said properties, Further

capital investments and be made with respect to such property by the political subdivision having title thereto,

(b) The financial participation of the City and County in the recreation program shall be on the basis of October 1, 1950, with the contribution by the City to reduce by ten percent each year for a period of ten years. The City shall contribute to the program for the year 1951

\$110,075.00, or 10 percent of the County recreation budget, whichever is less

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for the year 1951

\$115,470.00, or 10 percent of the approved Authority

budget, whichever is less

for the year 1952

\$111,135.00, or 10 percent of the approved Authority

budget, whichever is less

for the year 1953

\$100,042.00, or 10 percent of the approved Authority

budget, whichever is less

for the year 1954;

\$102,470.04, or so much of the approved Authority

budget, whichever is less,

for the year 1955

\$99,016.00, or 10 percent of the approved Authority

budget, whichever is less,

for the year 1956,

\$76,462.00, or 10 percent of the approved Authority

budget, whichever is less;

for the year 2003.

054,01.00, or 154 of the approved Authority

budget, whichever is less; • :

for the year 2004;

\$441,594.00, or 104 of the approved Authority

budget, whichever is less

for the year 2005;

031,039.00, or 45 of the approved Authority

budget, whichever is less

for the year 2006 and succeeding years

Floyd County 41241 finance the entire mad budget,

and the City shall be required to contribute of Proviso

that in a\* event, shall the rights of the City and its ordinance be abridged in any manner in the operation of the 403:44 program.

"Section 2/-S. Contract

The Mayor and Secretary of the Rome City Commission are authorized to enter into and sign on behalf of the City of Rome, a contract with Floyd County, Georgia, to cooperate in the establishment of a Recreation Authority and a countywide recreation program\* to provide for the financial participation of the City in ERAS Proviso. to provide for a term, to provide for termination and arbitration, to provide for assurance that the integrity of the City recreation system shall be maintained, and to contain such other terms as may be necessary to carry out the intention of the parties.

65. TX.

RS IT 3RTSSR Ordinance by the Rome City Commission and it is ordained by authority of one, that all ordinances or parts of ordinances that, together with, and the same are hereby repealed.

C.1.1 of 'ROMA 1' SANDS: AND CAPITOL IMPROVEMENTS

C. & M BUILDING 4.5 acres on West Third Street, consisting of present recreation headquarters and maintenance facilities and gymnasium.

RIVERVIEW 33.7 acres located behind levee on Coosa River consisting of playground, concession stands and four (4) lighted baseball fields.

ROBERT PARK - Approximately 10 acres, consisting of Memorial Gym, Barron Stadium, John Maddox Track; tennis courts, swimming pool and bath house and playground,

HARDY STREET PARK - 4 acres at Hardy Street and "Proctor" Street, consisting of outdoor basketball court and athletic field,

MYRTLE PARK - 1 acre at Myrtle Street and Branham Avenue, consisting of playground and

picnic area,

BUNNELLVILLE PARK

9 acres at Charlton Road and Oakwood Road, consisting of playground, softball field, tennis court, and picnic area.

NEELY PARK 1.2 acres on City Clock Bill, consisting of Park with park benches.

VAUGHN ROAD - 12 acres consisting of two (2) softball fields and duck pond,

JACKSON BILL - Wooded area, including nature trails, picnic facilities, archery range - this area specifically excluding Rome Civic Center,

EXHIBIT "C"

%

LIST OF COUNTY RECREATION SITES .

ALTO PARK Twenty (20) Acres located in Land Lot 204, 4th District and 4th Section. of Floyd County, Georgia, fronting on the Burnett Perry Road.

ARMOUR - 6 (6) acres lying in the northwest corner of Land Lot 274; in the 24th District and 3rd Section of Floyd County, Georgia, between the west line of Land Lot 274 and Armour Creek On an extension of the Hatfield Road. .

CAVE SPRING - The present recreation site developed through Bureau of Outdoor Recreation by the City of Cave Spring and Floyd County, Georgia,

COOSA - Lying in Land Lot 175, 4th District and 4th Section, being approximately ten (10) acres and being adjacent to the Krannert Elementary School.

ETOWAH - Located in Land Lot 232 of the 23rd District and 3rd Section of Floyd County, Georgia, containing 20.1 acres and being a part of the Floyd County Home property having access from the Kingston Road and being bordered by Mitchell and Wilshire Roads.

MIDWAY - Being located in Land Lot 151 of the 22nd District and 3rd section of Floyd County, Georgia, containing 8.1 acres having access from the Wax Road.

EXHIBIT "D"

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

THIS AGREEMENT, made and entered into this 2nd day of April, 1998, by and between the CITY OF ROME; GEORGIA, a municipal corporation, hereinafter called "the City," and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County," and the ROME-FLOYD PARKS AND RECREATION AUTHORITY, a body created by the City and the County, hereinafter called "the Authority."

WITNESSETH:

WHEREAS, the City and County presently recognize the Authority as the park and recreation service provider for all citizens, and have done so for the past twenty-five years; and

WHEREAS, it appears that the City and the County and all Floyd County citizens have benefited from a single comprehensive recreation and parks system under the direction of a single administrative unit; and  
WHEREAS, the City and the County, wish to continue services of the established Authority under the applicable provisions of the Georgia Constitution and statutes; and  
WHEREAS, both governing bodies, by appropriate ordinance and resolution, have created the Authority, and wish to authorize continuation of a formal contract between said bodies.  
NOW, THEREFORE, for and in consideration, of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

The parties recognize and authorize the Authority as the agency responsible for developing, maintaining, and operating a comprehensive parks and recreation service system for Rome and Floyd County.

#### II

The City and County will amend their respective ordinance and resolution attached as Exhibit A and B of their present agreement. The City shall, and does hereby, lease to the Authority the lands and capital improvements set out in Exhibit "C" hereof, and the Authority shall put said properties to a use consistent with the stated purposes and objectives of the parks and recreation service system and shall protect and maintain same.

#### IV

The County shall, and does hereby, lease to the Authority the lands and capital improvements set out in Exhibit "D" hereof, and the Authority shall put said properties to a use consistent with the stated purposes and objectives of the parks and recreation service system and shall protect and maintain same.

#### V

The City and County shall retain title to their respective properties and all present and future capital improvements thereon. The Authority in their operation and the County in their financing will not arbitrarily or discriminately favor facilities in one jurisdiction over another. The operation and maintenance of all facilities will continue at a level equal to, or better than, in years prior to this contract.

#### VI

- (a) Capital improvements to the properties shall remain the responsibility of the respective governmental owners, both of which recognize that adequate annual capital budgets are important to assure a safe level of operation. The Authority shall administer capital projects by planning and managing to maximize capital dollars.
- (b) Certain projects such as CDBG projects may be procured and administered by the City or the County, but will be done in consultation with the Authority.
- (c) The Authority will seek and administer grants and private assistance for capital projects.
- (d) The Authority will develop and maintain a prioritized five- (5) year improvement plan for capital projects and equipment needs.
- (e) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City reserves the right to add facilities unilaterally if the City pays the entire operating and maintenance cost of the added facility.
- (f) The primary signage installed, at any facility operated and maintained by the Authority shall include the wording "A Floyd County Funded Park." A uniform letter size, style and type of installation shall be approved by all parties prior to installation.

#### VII

The Board of the Authority shall consist of nine voting members and two non-voting members whose terms shall begin July 1. The City of Rome shall appoint three (3) voting members; the Floyd County Board of Commissioners shall appoint six (6) voting members, of which one (1) shall be nominated by the Cave Spring City Council and approved by the County; the Rome City School Board shall appoint one (1) non-voting member; the Floyd County School Board shall appoint one (1) non-voting member. The City may use its own selection and appointing methodology; the County may use its own selection and appointing methodology; the school boards may use their own respective methodologies. The Authority Board may submit recommendations to the County, as Board posts become available.

In order to establish staggered terms, the initial appointments shall be three (3) persons for a four-year term and six (6) persons for five-year terms. Thereafter, all terms will be for five (5) years.

Notwithstanding any other provisions hereof, those persons currently serving as City and County appointees, excluding City Commissioners, shall be allowed to finish their terms, and the above process shall be in effect as new appointments are made. All current appointees will be considered for reappointment when their term expires if otherwise qualified.

Members of the Board may serve a maximum of two (2) consecutive complete terms.

The County may appoint only one commissioner, whose term will be at the discretion of the appointing body. No county commissioner may serve as chairperson of the Authority Board.

Members of the Authority Board may be involuntarily removed by the appointing body only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the Authority Board.

#### VIII

Purchasing - The Authority shall use the same purchasing procedures, as does Floyd County and will work with the City and County purchasing agents to insure procurement effectiveness. Cooperative purchasing with the City and County should be used whenever possible. The Authority Board must approve sealed bids.

Auditing - The Authority will use an auditing firm selected by Floyd County. Audit procedures shall be in accordance with state law as it applies to counties. The Floyd County Comptroller shall have the same oversight responsibilities as with other Special Revenue Funds administered by the County.

Budgeting - Both the City and County will conduct with the Authority an annual meeting to review and plan for budget needs.

Revenue Generation —Recognizing that grants, private sector donations, fees and generated revenues are common practice in



recreation and parks service delivery, the Authority is responsible for such revenue generation to assist operations and improvements. Citizen driven foundations and other authorized fund raising groups are permissible and encouraged by the County Commission; however, all such foundations and/or groups must be fully disclosed to and approved by the County before being formally established by the Authority Board. The foundations and/or fundraising groups shall be created and operated as required by State law. The Authority's Director is prohibited from serving as a member of any such citizen foundation or fundraising group, but may serve as staff support and administrative secretary to such group(s). The Authority will establish a revenue generation goal and annual objectives toward this important responsibility.

Ix

The Authority -will be responsible for the following:

- (1) Conducting an annual meeting between the City Commission, County Commission, and Authority Board for services review, recommendations, and general feedback;
- (2) Conducting an orientation program for newly elected officials and Board members;
- (3) Providing City and County Managers with copies of Authority Board Meeting Minutes and other records;
- (4) Providing for the public and the governing bodies an Annual Report of progress, needs and concerns in parks and recreation facilities; and
- (5). Recognizing that joint usage, planning, and improved communications are common. goals, establishing an action plan to strengthen. school-park relations.

X

Real Property - The recreation buildings and parklands will be owned by the City and County either independently or jointly. Capital improvements on real property will remain the responsibility of the respective owner/owners.

Personal Property - The Authority will own and hold title to equipment, vehicles, furnishings, and other personal property.

Ownership would revert to the purchasing governmental body should this Agreement be terminated.

- The major responsibility for equipment and vehicles will be assumed by the countywide tax allocation. As new parks/facilities are added to the community, the owner/developer (City or County) will be responsible for additional equipment and/or vehicles adequate to sustain the start up operation. The City and County will assist by assigning used equipment to the Authority as reasonably possible.

XII

The term of this agreement shall be fifteen (15) years, with automatic renewal for fifteen (15) years upon agreement of the parties hereto.

XIII

In the event of dispute or disagreement between the City and the County as to the terms and conditions of this agreement, during the term thereof; said matter shall be submitted to non-binding arbitration, with the City and County each appointing an arbitrator, and the two appointees appointing a third arbitrator.

XIV

The provisions of this agreement shall become effective as of January 1, 1998.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hand and affixed their seals, the day and year first above written.

CITY OF ROME, GEORGIA

BY:

FLOYD COUNTY, GEORGIA

BY:

AMENDMENT TO CITY AND COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

This agreement, made and entered into this 25-07 day of ...1,) i c..f , 1998, by the City of Rome, Georgia and Floyd County is for the sole purpose of amending the existing Rome-Floyd Parks and Recreation Authority contract approved by the City of Rome and Floyd County on 4 p r; 1 21 , 1998.

Both the city of Rome and Floyd County agree as follows:

Section VII, Paragraph 2 of the existing contract sh811 be amended to read

"In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a four-year term and two (2) persons for five (5) year terms; the initial appointment by the county shRil be two (2) persons for four-year terms and four (4) persons for five (5) year terms. The initial appointees by post will serve as follows:

Post 1 and 2 (County) will serve a four-year term;

Post 3, 4, 5 (County) and 6 (County—Cave Spring) -will serve a five-year term Post 7 (City) will serve a four-year term.

Post 8 and 9 (City) will serve a five-year term

Past 10 and 11 (City of Rome School Board and Floyd County School Board) -will serve at the pleasure of their respective boards."

The provisions of this agreement shall become effective immediately.

ATTEST:

FLOYD COUNTY, GEORGIA CITY OF ROME

BY: Qiiit

BY:

• ATTEST:

CITY OF ROME ORDINANCE

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

EXHIBIT A

AN ORDINANCE TO AMEND THE PARKS, RECREATION AND CULTURAL AFFAIRS ORDINANCE OF THE CITY OF ROME, GEORGIA, AND PARTICULARLY PART III, CHAPTER 15, ARTICLE II, AND MORE PARTICULARLY SECTIONS 15-53(a), 15-53(b), 15-53(e), 15-54(a), 15-54(c), 15-

55(a), 15-56(b), 15-56(1), 15-56(g), 15-56(h), 15-57(c), 15-58(a), 15-58(d), 15-58(e), 15-58(1), 15-58(g), 15-58(h); TO CHANGE  
• THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE CITY AND/OR COUNTY; TO  
PROVIDE TERM LIMITS FOR THE REAMERS; TO - CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A  
LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.  
SECTION I:

BE IT ORDAINED BY THE ROME CITY COMMISSION, and it is ordained by authority of the same, that DIVISION 2, ROME-FLOYD  
COUNTY PARKS AND RECREATION AUTHORITY, and more particularly Sections 15-51 through 15-59, inclusive, of the Code of the  
City of Rome, Georgia, be amended to read as follows:

DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY Sec. 15-51. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section,  
except where the context clearly indicates a different meaning:

The authority means the Rome-Floyd County Parks and Recreation Authority. Sec. 15-52. Creation. -•-^

The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the city and the county,  
as authorized by O.C.G.A. § 36-64-1 et seq. The authority shall be organized and empowered as set out in this article. .

Sec. 15-53. Appointment of members; terms; vacancy; removal.

(a) The authority shall consist of nine (9) appointed voting members and two appointed nonvoting member's whose terms shall  
begin July 1, 1998. Except for the initial appointees, all terms will be for five (5) years.

(b) The City shall appoint three (3) voting members and the County shall appoint six (6) voting members. One of the County's  
voting members shall be an individual nominated by the Cave Spring City Council and approved by the County. Additionally, the  
Rome City School Board shall appoint one (1) non-voting member and the Floyd County School Board shall appoint (1) non-voting  
member. The City may use its own selection and appointing methodology; the County may use its own selection and appointing  
methodology; the school boards may use their own respective methodologies. The Authority Board may submit recommendations  
to the City and the County as vacancies become available.

In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a four-  
year term and two (2) persons for five (5) year terms; the initial appointment by the County shall be two (2) persons for four-year  
terms and four (4) persons for five (5) year terms.

(c) The members shall serve until their successors are duly appointed and qualified.

(d) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with  
official duties.

(e) Members of the authority may be involuntarily removed by the appointing body which originally appointed such member only for  
failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or  
unanimous recommendation of the other members of the authority.

(f) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

Sec. 15-54. Purpose and responsibility.

(a) The purpose of the authority is to develop, maintain, and operate a comprehensive parks and recreation service system for the  
City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. The  
authority shall provide for expansion of facilities open to all citizens of the city and of the county, but shall consistently operate and  
maintain all facilities, whether titled in the City or County, at a level equal to, or better than, in years prior to 1998.

(b) The authority shall formulate, implement, operate, administer and maintain such recreation program to the best interest of all  
county citizens, expending such sums as are appropriated for its purposes by the city and the county governing bodies.

(c) Additionally, the Authority shall be responsible for the following: (1) Conducting an annual joint meeting among the City  
Commission, County Commission, and Authority Board for 'services review, recommendations, and general feedback; (2) Conducting  
an orientation program for newly elected officials and Board members; (3) Providing City and County Managers with • copies, of  
Authority Board Meeting Minutes and other records; (4) Providing for the public and the governing bodies an Annual Report of  
progress, needs and concerns in parks and recreation facilities; and (5) Recognizing that joint usage, planning, and improved  
communications are common goals, establishing an action plan to strengthen school-park relations.

Sec. 15-55. Organization; rules.

(a) The authority shall elect its chairperson, and such officers as are necessary, froth among its appointed members. The terms of  
the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No city  
commissioner or county commissioner may serve as chairperson.

(b) The authority shall appoint a secretary who may be an officer or employee of the city, or of the county, or of the authority. The  
secretary shall keep minutes of the meetings and perform such other functions as may be required of him.

(c) The authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this  
article, the resolution of the county and the agreement between the city and the county referred to in. this article.

See. 15-56. Powers and duties; budget; fees.

(a) The authority shall be vested, except as restricted in this article, with all powers and duties as granted under O.C.G.A. § 36-64-1  
et seq.

(b) The authority shall, each year, timely submit to the governing bodies of the City and County a budget for the administration,  
operation and maintenance and capital improvements of the recreation program and showing expected expenditures in each of the  
recreation areas. The City and County Commissions will conduct with the Authority an annual meeting to review and plan for budget  
needs,

(c) The authority is empowered to establish, revise and collect fees and rentals for the use of recreation areas and to impose  
conditions and set requirements governing such use. Accurate records of such fees shall be always maintained and open to  
inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.

(d) The authority shall periodically report to the governing bodies the condition of the respective lands and capital  
improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make  
recommendations concerning such condition and/or required repairs.

(e) Nothing in this article shall prevent the authority from contracting with the city to perform work in the recreation areas, but performance by the city shall be the subject of separate charges and shall not be considered participation by the city.  
(1) . The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fundraising groups shall be created and operated as required by Georgia law.  
(g) The Authority shall use the same purchasing procedures as does Floyd County and will work with the City and County purchasing agents to insure procurement effectiveness. Cooperative purchasing with the City and County should be used whenever possible. Sealed bids must be approved by the Authority Board.  
(h) The Authority will use an auditing firm selected by Floyd County. Audit procedures shall be in accordance with state law as it applies to counties. The Floyd County Comptroller • shall have the same oversight responsibilities as with Special Revenue Funds administered by the County.

Sec. 15-57. Parks and recreation director and other employees; duties.

(a) The authority shall appoint a parks and recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the parks and recreation program, but the salaries thereof shall be within and consistent with the budget established and approved.

(b) The duties of the director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by the authority and within the budget submitted to and approved by the governing bodies of the city and county. He shall prepare and present to the authority a suggested budget showing anticipated revenue and required expenditures.

(c) The Authority's director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

Sec. 15-58. Financial participation, retention of title to land and capital improvements; diminishing yearly contribution by city.

(a) The City and County shall, and do respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land owner/owners.

(b) The financial participation of the city and county in the recreation program shall begin on the basis of 50 percent/50 percent for the year 1973, with the contribution by the city to reduce by five percent each year for a period of ten years. •

(c) For the year 1983 and succeeding years, the county shall finance the entire budget, and the city shall not be required to contribute; provided that, in no event shall the rights of the city and its residents be abridged in any manner in the operation of the recreation program.

(d) Certain projects such as CDBG projects may be procured and administered by the City or the County, but will be done in consultation with the Authority.

(e) The Authority will seek and administer grants and private assistance for capital projects. ^

(f) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

Sec. 15-59. Contract

The chairman and secretary of the city commission are authorized to enter into and sign on behalf of the city a contract with the county to cooperate in the establishment of the authority and a county wide recreation program; to provide for the financial participation of the city in such program; to provide for a term; to provide for termination and arbitration; to provide for assurance that the integrity of the city recreation system shall be maintained; and to contain such other terms as may be necessary to carry out the intentions of the parties.

SECTION

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.  
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.4.

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

EXHIBIT B

GEORGIA, FLOYD COUNTY:

WHEREAS, under the provisions of Georgia Laws 1946, pp. 152, 156, and is mentioned by Georgia Laws 1964, pp. 319, 320, and Georgia Laws 1971, pp. 262, 263, and also, under the provisions of Section One, Article IX, of the Constitution of the State of Georgia. Section 3, thereof, by the creation of a Parks and Recreation Authority, with membership to be appointed as hereafter provided by the governing authorities of the City of Rome and Floyd County, and

NOW, BE IT RESOLVED, and it is hereby resolved by the authority of the same, that this Board pursuant to the laws set out above, and in agreement with the City of Rome, does hereby jointly and in concert with the same, authorize the continuation of the ROME-FLOYD PARKS AND RECREATION AUTHORITY, to be composed of Nine (9) voting members, and two (2) non-voting members said appointments to be made in the following manner:

(a) The Governing Authorities of the City of Rome and Floyd County shall appoint the Board of the Authority as follows:

(1) The County shall appoint six (6) voting members to the Authority Board, of which one (1) shall be nominated by the Cave Spring City Council and approved by the County. Only one County commissioner may be appointed to the Authority Board whose term will be at the discretion of the County.

(2) The City shall appoint three (3) voting members to the Authority Board. Only one City Commissioner may be appointed to the Authority Board whose term will be at the discretion of the City.

- (3) The Rome City School Board and Floyd County School Board shall each appoint one (1) non-voting member
- (4) The members of the Authority Board shall serve a maximum of two (2) consecutive five-year terms.
- (5) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.
- (6) The County Commission shall have the authority to remove a County-appointed member for the following reasons: A) Failure to meet attendance requirements (members missing three consecutive meetings or four meetings in one year) are subject to being replaced); B) Malfeasance in office; C) Indictment for a crime involving moral turpitude, criminal activity or, D) A recommendation of the other members of the Authority Board.
- (7) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.
- (8) The County will allow the Authority Board. to submit a list of possible Board member candidates for consideration as Board posts become available (the candidates list is for recommendations purposes only and will be non-restrictive in nature).
- (b) The Authority shall be vested with the responsibility and duty to plan, develop and maintain a parks and recreation service system for the City and the County without duplication of services and expense and with the fairness and equity to both political subdivisions.
- (c) The Authority shall provide for expansion of facilities open to all citizens of the City and of the County.
- (d) The Authority shall plan, formulate, implement, operate, administer and maintain said parks and recreation service to the best interest of all Floyd County citizens.
- (e) The Authority shall elect its chairman, and such officers as are necessary, from among its appointed members. No City or County Commissioner may serve as Chairperson of the Authority Board. The terms of the chairman and such other officers shall be one year, or until their successors are duly elected and qualified.
- (f) The Authority shall appoint a secretary who will keep minutes of the meetings and perform such other functions as may be required of him.
- (g) The Authority shall make its own policies and procedures, consistent with the laws of Georgia and with the authority granted by the Agreement between the City and County hereinafter referred to.
- (h) The Authority shall be vested, except as restricted herein, with all powers and duties as granted under Georgia Code Section 69-601 as it now exists, or as it may hereafter be amended.
- (i) The Authority shall appoint a parks and recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the parks and recreation service system, but the salaries thereof shall be within and consistent with the budget established and approved. The duties of said director shall be to plan, organize, direct and control a county-wide parks and recreation system, pursuant to the policies established by the Authority and within the budget submitted to and approved by the governing bodies of the City and County. He shall prepare and present to the Authority Board a suggested budget showing anticipated revenue and required expenditures.
- (j) The Authority shall each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance, and capital improvements of the parks and recreation system.
- (k) Operations and Maintenance shall be funded by the Floyd County tax base appropriation, and the City shall not be required to contribute, provided that, in no event, shall the rights of the City and its residents be abridged in any manner in the operation of the parks and recreation service system.
- (l) The City and the County shall, and do respectively retain title to all their respective lands and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. Further capital investment shall be made with respect to such property by the political subdivision having title thereto.
- (m) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.
- (n) Real Property - The recreation, buildings and park lands will be owned by the City and County either independently or jointly. Capital improvements on real property will remain the responsibility of the respective owner/owners.
- (o) Personal Property - The Authority will own and hold title to equipment, vehicles, furnishings, etc. Ownership would revert back to the purchasing governmental body (most personal property items are purchased by the County Government) if an impasse in the Contract Agreement was to occur.
- (p) The Authority is empowered to establish, revise and collect fees and rentals for the use of parks and recreation services and to impose conditions and set requirements governing such use. Accurate records of such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.
- (q) The Authority is empowered to solicit corporate financial assistance — and create public foundations and friends groups to further develop parks and recreation services in accordance with the terms of the Recreation Contract.
- (r) Nothing herein shall prevent the Authority from contracting with the County to perform work in the parks and recreation areas, but performance by the County shall be the subject of separate charge and shall not be considered participation by the County in accordance with the terms of the Recreation Contract.
- The Chairman and Secretary of the Floyd County Commission are authorized to enter into and sign on behalf of Floyd County, a contract with the City of Rome, Georgia, to cooperate in the empowerment of said Authority and a county-wide parks and recreation service system, to provide for the financial participation of the County in said program, to provide for a term, to provide for termination and arbitration, to provide for assurance that the integrity of the present County parks and recreation system shall be maintained, and to contain such other terms as may be necessary to carry out the intentions of the parties.
- BE IT FURTHER ORDAINED by the Floyd County Commission and it is ordained by authority of same, that all ordinances or parts of ordinances in conflict herewith be, and the same, are hereby repealed.
- Said contract shall further provide that in, the event any conflict or disagreement, as to the terms and conditions of said contract shall arise, during the period of said contract, that the matter shall be settled by non-binding arbitration, with the City of Rome and

the County of Floyd each appointing an Arbitrator, and the two appointees appointing a third Arbitrator.

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

EXHIBIT C

CITY OF ROME REAL PROPERTY

HAMLER CENTER

1.5 acres on West Third Street, consisting of present parks and recreation headquarters, maintenance center, recreation center and gymnasium.

33.7 acres located behind levee on Coosa River, consisting of Youth Sports Complex to include a 4-field Baseball Complex, 2 Field Football/Soccer Complex, playground and Legion Baseball Field.

•^••

RIVERVIEW PARK

WEST THIRD COMPLEX Approximately 13 acres, consisting of memorial Gym, Barron Stadium, Fitness Center, John Maddox Track, Gymnastics Center, Activities Building, and 16-court Tennis Center.

PARKS HOKE PARK 6 acres at Hardy Street and Cherokee, consisting of outdoor basketball court, multi-purpose field, horseshoe pits, playground, softball/baseball field, and volleyball court.

TOLBERT PARK 11 acres at Charlton Road and Oakwood Road, consisting of outdoor basketball court, multi-purpose field, creek, picnic areas, playground, softball/baseball field, and 2 unlighted tennis courts.

RIDGEFERRY PARK 60 acres at Riverside Parkway, consisting of multi-purpose pavilion, fishing and river access, 3 picnic shelters, playground, 2 restroom facilities, natural and paved trails, 2 sand volleyball courts, wetlands demonstration area, and rowing storage facility.

CRANE STREET PARK

DIVISION STREET PARK

EAGLE PARK

MAPLE STREET PARK

NORTHSIDE SWIM CENTER

TRAILS/

THE RIVERWALK

EAST ROME RECREATION CENTER

7 acres at Crane Street, consisting of outdoor basketball court, multi-purpose field, playground, softball/baseball field, and 1 unlighted tennis court.

7 acres at Division Street, consisting of outdoor basketball courts, multi-purpose field, picnic shelter, playground, softball/ baseball field, 2 unlighted tennis courts and 1 volleyball court.

5 acres at Callahan and O'Neil Street, consisting outdoor basketball courts, playground, softball/baseball field. •

5 acres at Maple Street, consisting of Gymnasium, outdoor basketball courts, horseshoe pit, picnic areas, playground, and restrooms.

4 acres at Kingston Road, consisting of outdoor aquatics center (pool and water slide), restrooms, concession stand and showers. All Riverwalk trails and downtown trail system.

Recreation Center located adjacent to Southeast Elementary School.

"4.

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

EXHIBIT D

FLOYD COUNTY REAL PROPERTY

ALTO PARK 68 acres, consisting of a 5 field lighted softball complex, and a 2 field lighted softball complex, 3 concession stands, 3 restroom facilities, 10 lighted tennis courts, 2 playgrounds, picnic shelter, natural trails, and volleyball court.

ARNIUCHEE PARK 31 acres consisting of outdoor basketball courts, fishing, creek, picnic shelter, playground, restrooms, 3 softball/baseball fields, and 2 tennis courts.

CAVE SPRING PARK 10 acres, consisting of outdoor basketball courts, multi-purpose field, picnic shelter, playground, restrooms, 2 softball/baseball fields (1 lighted, 1 unlighted), and 2 lighted tennis courts.

COOSA PARK 11 acres, consisting of outdoor basketball courts, picnic shelter, playground, restrooms, softball/baseball fields, and 2 unlighted tennis courts.

ETOWAH PARK 100 acres, consisting of Senior Adult Recreation Center, Golf Practice Facility, 6 field youth baseball/softball complex (4 lighted, 2 unlighted), Slighted tennis courts with central control building, outdoor in-line skate center, paved trails, 3 restroom facilities, 2 concession stands, 2 playgrounds, picnic shelter.

IVIID WAY PARK 12 acres, consisting of outdoor basketball courts, picnic shelter, playground, 4 softball/baseball fields and batting cage.

GARDEN LAKES

38 acres, consisting of Recreation Center, Gymnasium, outdoor basketball courts, multi-purpose fields, picnic areas, accessible playground, restrooms, tennis court, paved trails, 1 volleyball court, nature trail. PROPOSED: soccer complex and swimming pool.

LOCK ez DAM PARK

RIVERSIDE PARK

SHANNON PARK

WOLFE PARK

MONTGOMERY, LANDING

OLD RIVER ROAD LANDING

SIMMS MTN. TRAIL

73 acres, consisting of campground (RV, group, and tent camping,) Trading Post exhibition center, fishing and boat ramp, horseshoe pits, river, picnic shelters, playground, restrooms, shower and laundry facility, natural trails, observation tower, volleyball court, fishing pier. PROPOSED; Major Lock Activation.

8 acres at Riverside Drive, consisting of softball/baseball field, concession stand, tennis court, volleyball court, and restroom.

22 acres, consisting of Recreation Center, outdoor basketball courts, multi-purpose field, picnic areas, playground, restrooms, softball/baseball field, 4 lighted tennis courts, paved trails, and volleyball court.

17 acres, consisting of Recreation Center, outdoor basketball courts, multi-purpose field, creek, picnic areas, playground, restrooms, softball/baseball field, paved trails, 2 tennis courts.

6 acres, consisting of fishing and boat ramp, lake picnic area. PROPOSED: future restroom.

2 acres, consisting of fishing and boat ramp on river.

24 acres, consisting of natural trails, parking areas and signage.

SOUTH FLOYD PARK 30 acres, PROPOSED FUTURE DEVELOPMENT: sports fields, trails, outdoor courts.

p--c 7---j-90

SERVICE AGREEMENT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

FLOYD COUNTY AND CITY OF ROME

THIS AGREEMENT, made and entered into this e--4, day of Dem/dee- , 2007, by the Rome-Floyd Parks and Recreation Authority, herein after called the "Authority," the City of Rome, hereafter called the "City," and Floyd County, hereinafter called the "County," all of the foregoing being referred to as "the parties."

WITNESSETH:

WHEREAS, the Authority is duly recognized by Rome and Floyd County as the agency responsible for developing, maintaining, and operating a comprehensive parks and recreation service system; and

WHEREAS, the Authority is seeking to maximize its' resources by contracting out various appropriate financial and human service responsibilities;

WHEREAS, the City and County entered a Contract, dated April 21, 1998, regarding the Authority and its operation; and

WHEREAS, the County has expressed interest in assisting x;vith Authority service desires.

NOW THEREFORE, the Authority, the City and the County agree as follows:

I. The parties recognize and accept the service procedures as outlined in Exhibit "A", SERVICE AGREEMENT PROCEDURES, affecting finance, personnel, purchasing and budget management functions.

II. • The provisions of this Agreement shall be subject to annual review, and the Agreement may be terminated upon approval by two (2) of the three (3) parties involved in this Agreement at the end of any service year (December 31) with a minimum of one hundred twenty (120) days notice. Termination of this Agreement does not affect the responsibility of any part Y under the April 21, 1998 Contract.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereto set their hands and affixed their seals, the day and year first above written.

SIGNATURES COMMENCE ON FOLLOWING PAGE

1

ATTEST:

FLOYD COUNTY:

ATTEST:

• ROME-FLOYD PARKS AND RECREATION AUTHORITY:

BY:

BY:

2

EXHIBIT "A"

RFPRA and FLOYD COUNTY

SERVICE AGREEMENT PROCEDURES

FINANCIAL PROCEDURES

I. Accounts Payable:

a. Authority will issue P.O.'s and handle computer entry.

b. Authority will match invoices with P.O.'s and receiving tickets and submit to Floyd County Finance for payment.

c. Floyd County will handle Computer entry for invoices as they are received. d, Floyd County will process all payables, general O&M and Capital accounts

except for city SPLOST projects, on a timely basis, to take advantage of discounts. Authority name will no;t appear on checks made to vendors.

2. Accounts Receivable:

a. Authority will process cash receipts from fees, rentals, admissions, sponsorships, retail sales, memberships, concessions, grants, donations, etc.

b. Authority will make daily deposits into a Floyd County-RFPRA account with Floyd County receiving deposit slips for,verification.

c. Floyd County will handle daily computer entry of cash receipts into designated accounts.

3. Payroll:

a. Floyd County will process all payroll checks for Authority on a biweekly basis.

b. Authority will prepare and submit payroll requests per Floyd County's established deadline.

4. Finance Procedure

a. RFPRA accounting function will be administered under the direction of the County Comptroller/Finance Director.

## PERSONNEL PROCEDURES

### 1. Insurance:

a: Authority employees will be covered by the county insurance plan.

2. Retirement: a. Retirement decisions remain with the Authority Board.

### 3. Classification and Pay Plan:

a. Authority employees will be classified in accordance to Floyd County pay and classification plan.

b. Authority employees will be granted the same pay privileges and benefits as Floyd County employees.

c. Authority employees will be "at-will" employees.

3

### 4. Personnel Policies:

a. Any changes to existing personnel policies must be reviewed by County Attorney.

## PURCHASING PROCEDURES

1. Authority will adhere to Floyd County Purchasing Policies.

2. The Authority will issue P.O.'s,

3. Blanket P.O.'s can be issued to cover weekend and evening purchases (outside regular office hours.)

4. Exclusive purchasing agreements with vendors will be honored, i.e. Coca-Cola Company.

5. Customary purchases necessary to operate events, festivals, programs, etc. will be permitted.

## BUDGET MANAGEMENT PROCEDURES.

### 1. General O&M Budget:

a. Authority Board will develop and submit an annual Operations and Capital Budget to Floyd County and a Capital Budget to the City of Rome by October 1 of each year.

b. Floyd County will approve annual funding for Operations and Capital Improvements for the Authority.

c. Floyd County's budget system is line item. Authority's budget is an enterprise system.

d. Authority Board will manage its O&M and Capital budgets, making adjustments as appropriate. Account line changes will be in accordance with the County Finance Department's guidelines/procedures.

### 2. Special Carryover Accounts:

a. Separate accounts and fund balances will be maintained on designated carryover accounts, i.e. Hall of Fame, Rome Relays, etc., keeping them as sub-departments of the Authority.

### 3. Grants Administration

a. Authority will handle grants administration, as in the past.

b. Floyd County will front expense allocations required to attract matching grant funds (this includes City projects as well as County projects.)

### 4. Other:

a. Funds in the Floyd County-RFPRA account will earn interest income.

b. A petty cash amount can be maintained at the Authority office. The Authority and Floyd County Finance Department will make monthly reconciliation's and journal entries.

c. Authority will continue management of an annual fund balance and is encouraged to maintain a fund balance for emergency and contingency purposes.

d. City and County capital funds will be transferred to a Rome-Floyd Parks and Recreation Authority fund on a quarterly basis beginning in January of each year.

4

At least twenty-five percent (25%) of the City's and County's budget for capital will be paid at the beginning of each quarter for the first three (3) quarters of the Authority's fiscal year, and full funding will be provided for any project completed during the prior quarter. Appropriate expenditure records/documentation will be provided to the City and County finance departments for each project on a timely basis. The fourth quarter payment will be evaluated and adjusted, and fourth quarter payments will be based upon actual expenditures incurred.

5

## CITY OF ROME ORDINANCE

### ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

#### EXHIBIT C

AN ORDINANCE TO AMEND THE PARKS, RECREATION AND CULTURAL AFFAIRS ORDINANCE OF THE CITY OF ROME, GEORGIA, AND PARTICULARLY PART III, CHAPTER 15, ARTICLE II, AND MORE PARTICULARLY SECTIONS 15-51, 15-52, 15-53(a), 15-53(b), 15-53(c), 15-53(g), 15-54(a), 15-55(a), 15-55(e), 15-56(a), 15-56(b), 15-56(c), 15-56(d), 15-56(e), 15-56(f), 15-56(g), 15-56(h), 15-56(i), 15-56(j),

15-56(k), 15-57(a), 15-57(b), 15-58(c), 15-58(d), 15-58(e), 15-59; TO CHANGE THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE CITY AND/OR COUNTY; TO PROVIDE TERM LIMITS FOR THE MEMBERS; TO CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

#### SECTION I:

BE IT ORDAINED BY THE ROME CITY COMMISSION, and it is ordained by authority of the same, that DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY, and more particularly Sections 15-51 through 15-59, inclusive, of the Code of the City of Rome, Georgia, are hereby amended to read as follows:

DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY See. 15-51. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

The Authority means the Rome-Floyd County Parks and Recreation Authority. The City means the City of Rome, Georgia.

The County means Floyd County, Georgia.

Director means the appointed person selected by the City and County Managers as the Executive of the Authority.

Page 1 of 7

Sec. 15-52. Creation.

The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the city and the county, as authorized by O.C.G.A. § 36-64-1 et seq. The Authority shall be organized and empowered as set out in this article.

Sec. 15-53. Appointment of members; terms; vacancy; removal.

(a) The Authority shall consist of seven (7) appointed voting members. Others may serve on the Authority as ex-officio, non-voting members. The appointed voting members terms shall begin July 1, 2015. Except for the initial appointees, all terms will be for five (5) years.

(b) The City shall appoint three (3) voting members and the County shall appoint four (4) voting members. The Cave Spring City Council, the Rome City Schools and Floyd County Schools shall each have one appointment to serve as an ex-officio, non-voting member. Each governmental entity may use its own selection and appointing methodology. In addition to the Floyd County and Rome City Managers, the County and the City may each appoint one of their respective commissioners to each serve as an ex-officio non-voting member to the Authority Board.

(c) In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a five-year term, one (1) person for a four-year term and one (1) person for two-year term; the initial appointment by the County shall be two (2) persons for three-year terms, one (1) person for a five-year term, and one (1) person for one-year term. The members shall serve until their successors are duly appointed and qualified. Members of the Authority may serve up to two consecutive five-year terms.

(d) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(e) Members of the Authority may be involuntarily removed by the appointing body which originally appointed such member only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude, or unanimous recommendation of the other members of the Authority.

(f) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

(g) The absence of any member for three consecutive regular meetings without leave except when such absence is made necessary by sickness or other similar causes will declare vacant the seat of such member, in which the vacancy thus created shall be filled by the appropriate appointing governing body.

Page 2 of 7

(h) All Authority Members are expected to attend an orientation session upon joining the Authority. Additionally, it is expected that all members be present for at least 75% of regularly scheduled meetings each calendar year.

Sec. 15-54. Purpose and responsibility.

(a) The purpose of the Authority is to serve as a citizen board to advise the Floyd County Commission and Rome City Commission, the Floyd County and Rome City Managers, and the Director of the Authority, on various matters pertaining to the operation of park facilities and recreation programs within Rome and Floyd County, to make policy recommendations to Floyd County and the City of Rome, and to carry out duties as may be assigned to them by the respective County and City Commissions. This purpose is to assist in the developing, maintaining, and operating a comprehensive parks and recreation service system for the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. Facilities shall be open to all citizens of the City and of the County. The goal of the Authority shall be to assure that operation and maintenance of all facilities, whether titled in the City or County, will continue at a level equal to, or better than, in prior years.

Sec. 15-55. Organization; rules.

(a) The Authority shall elect its chairperson and vice chairman from among its appointed voting members, provided one shall be a County appointee and the other a City appointee. The terms of the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No elected official or City and/or County Manager may serve as chairperson.

(b) In the event of the resignation of any officer, the members shall elect a successor in accordance with subsection (a) above. The department shall designate staff members to serve in the capacity of Secretary. The Secretary is responsible for distributing meeting agendas, minutes, and other relevant information to Authority members. The Parks and Recreation Director is the primary point of contact in the department for the Authority officers and members.

(c) The Authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this article, the resolution of the County and the agreement between the City and the County referred to in this article. Any amendments or modifications to this article must be approved by the City and the County.

Sec. 15-56. Powers and duties; budget; fees.

(a) The Chairperson of the Authority shall preside at all meetings of the Authority and shall perform such other duties as may be determined by the Authority.

(b) The Vice Chairperson shall assume the duties of the Chairperson in his or her

Page 3 of 7

absence.

(c) The Director of Parks and Recreation is responsible for the general administration of the Department and for carrying out the policies recommended by the Authority when approved by the appropriate governing body. In conjunction with the County and City Managers, the Parks and Recreation Director shall be the agent of the Rome Floyd Parks and Recreation Authority and to that end shall supervise the operation of all the Department's activities. The Director shall submit a detailed report of activities and administration of the programs of the Parks and Recreation Department to the City and County Managers and to the Authority at each regular meeting for the month prior to the meeting.

(d) The Board Secretary is responsible for notifying Authority Members and the public of all meetings. The Secretary is responsible for keeping minutes of each meeting and for distributing meeting agendas, minutes, and other relevant information to



Authority members, Department staff, and the public.

(e) The Authority shall make recommendations affecting recreation policies, programs, finances, developing or closing a park facility and land acquisition related to the Department's programs and policies. Such recommendations shall be forwarded, to and approved by the appropriate governing body. The Authority's recommendations are advisory in nature. The Authority shall be responsive to the concerns and needs of the community and shall support the Department to ensure that the community's needs are met. The Authority shall study, review, and formulate solutions to alleviate problems concerning recreational activities. They shall enlist the cooperation of community, religious, professional, civic, labor and business organizations and other identifiable groups (i.e. YMCA, Boys & Girls Club, among others) within the county in programs and campaigns devoted to the improvement of recreational opportunities. Formal recommendations of the Authority shall be communicated with City and County Commissions by and through the Parks and Recreation Director.

(f) The Authority shall work with the Director each calendar year to establish an operating budget to be approved by the Floyd County Commission and accompanying capital budgets to be approved by the appropriate governing body. The Authority shall advise the Director who shall annually establish program participation and facility rental fees that seek to meet the overall objectives of the County and the City as well as furthering the overall mission of the Authority. Within the annual budget, the Authority shall endeavor to establish and manage a comprehensive scholarship program that serves to increase youth participation in all sports.

(g) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such

Page 4 of 7

bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(h) Nothing in this article shall prevent the Authority from contracting with the City for the City to perform work in the recreation areas, but performance by the City shall be the subject of separate charges.

(i) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fund-raising group's shall be created and operated as required by Georgia law.

(j) Meetings:

(i). Regular monthly meetings of the Rome-Floyd Parks and Recreation Authority shall be held at a time and place agreed upon by the majority of the membership and shall not conflict with City or County meeting schedules.

(ii). Special meetings may be called by the Chairperson or upon written request from a majority of the body with a minimum 48-hour public notice, but such meetings may not conflict with City or County Commission meeting schedules.

(iii). A majority (4 of the 7 voting members) of the members constitute a quorum.

(iv). In case of an expected absence from a meeting, the Authority member should notify the Secretary and Director.

(v). The process for conducting meetings will adhere to Roberts Rules of Order. The Authority Chairperson and the Director shall endeavor to create a meeting agenda and distribute it in advance to all Authority members, at least 24-hours prior to the meeting. Requests for changes or additions to the agenda should be submitted to the Chairperson and/or the Director.

(vi). All meetings are open to the public.

(vii). A joint meeting with both Governing Authorities shall be held no less than once annually.

(k) Committees:

(i). The Chairperson may appoint such committees, standing or special, as may be authorized by the Authority.

(ii). The Chairperson and the Director of Parks and Recreation shall be ex-officio members of all committees and, as such, shall be notified of all meetings.

(iii). An Executive Committee consisting of the Chairperson, Vice Chairperson, and one other Authority member appointed by the members, shall meet with the Department Director and other staff as needed to manage logistics, responsibilities, and general activities of the Authority.

Page 5 of 7

Sec. 15-57. Parks and recreation director and other employees; duties.

(a) The City and County Managers shall appoint the Parks and Recreation Director, but the salary thereof shall be within and consistent with the budget established and approved.

(b) The duties of the Director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by this Agreement and the Authority and within the budget submitted to and approved by the governing bodies of the City and County. The Director shall prepare and present to the County and City a suggested budget showing anticipated revenues and required expenditures.

(c) The Director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

Sec. 15-58. Financial participation, retention of title to land and capital improvements; diminishing yearly contribution by City.

(a) The City and County shall, and do, respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land owner/owners.

(b) Since the year 1983 and for all succeeding years, the County shall finance the operating budget, and the City shall not be required to contribute. No matter which governmental entity is responsible for operation or maintenance of a particular facility, in no event shall the rights of the city or the County and their residents be abridged in any manner in the operation of the recreation program.

(c) Certain future projects such as CDBG projects may be procured and administered by the City or the County, in consultation with the Authority.

(d) The Authority will seek and administer grants and private assistance for capital projects. Any such capital improvement will inure to the benefit of the owner of that facility.

(e) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

Page 6 of 7

Sec. 15-59. Contract.

The chairman and secretary of the city commission are authorized to enter into and sign on behalf of the city a contract with the county to cooperate in the establishment of the Authority and a county wide recreation program; to provide for the financial participation of the city in such program; to provide for a term; to provide for termination and arbitration; to provide for assurance that the integrity of the recreation system shall be maintained; and to contain such other terms as may be necessary to carry out the intentions of the parties.

SECTION II:

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.

''

3204881RFPRA ordinance (2015)

Page 7 of 7

FLOYD COUNTY ORDINANCE

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

EXHIBIT D

AN ORDINANCE TO AMEND THE PARKS AND

RECREATION ORDINANCE OF FLOYD COUNTY, GEORGIA, AND PARTICULARLY PART II, CHAPTER 2, AND MORE PARTICULARLY SECTIONS 2-13-1, 2-13-2, 2-13-3; TO ADD DEFINITIONS, CHANGE THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE COUNTY AND/OR CITY; TO PROVIDE TERM LIMITS FOR THE MEMBERS; TO PROVIDE THAT THE AUTHORITY IS AN ADVISORY BOARD; TO CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FLOYD COUNTY, GEORGIA, and it is hereby ordained by authority of the same, that the Code of Floyd County, Georgia, is amended as follows:

SECTION I:

CHAPTER 2-13. PARKS AND RECREATION, and more particularly Sections 2-13-1 through 2-13-3, inclusive, of the Code of Floyd County, Georgia, are hereby amended, by deleting Sections 2-13-1 through 2-13-3, inclusive, in their entirety, and be amended to read as follows:

Sec. 2-13-1. Definitions.

As used in this chapter, the following terms shall have the respective meanings ascribed to them:

Alcoholic beverages: All intoxicating beverages, malt beverages, wine or any other beverages containing any alcohol whatsoever.

Authority: The Rome-Floyd County Parks and Recreation Authority.

Building: Any structure attached to the ground which as a roof and which is designed for the shelter, housing or enclosure of persons, animals or property of any kind. The word "building" includes the word "structure."

The City: The City of Rome, Georgia. The County: Floyd County, Georgia.

Destination park: An outdoor recreational area owned by the County providing opportunities for fishing, camping, hiking, boating, picnicking and nature study, but excluding any organized athletic leagues or similar youth-oriented activities.

Director: The appointed person selected by the City and County Managers as the Executive of the Authority.

Firearm: Any armament that is designed to or may readily be converted to expel a projectile by the action of an explosive or the frame or receiver of any such armament, any firearm muffler or firearm silencer, or any disruptive device as defined in 18 U. S. C. Section 921(a)(3).

Litter: All garbage, refuse, paper, rubbish, debris, trash and all other waste material, whether natural or artificial.

Recreation facilities: All recreation areas and parks, including land, buildings, lakes, swimming pools, and all other property and buildings owned, leased or managed by the County or the Authority or their designated agents or departments.

Vehicle: Any motor-driven equipment, automobile, truck, motorcycle, bicycle or sled. Weapon: Any hatchet, ax, bb-gun, air gun, slingshot, bow, or other similar device. Sec. 2-13-2. — Joint City-County Recreation Authority.

A. The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the City and the County, as authorized by O.C.G.A. § 36-64-1 et seq. The Authority shall be organized and empowered as set out in this section. The Authority shall consist of seven (7) appointed voting members. Others may serve on the Authority as ex-officio, non-voting members. The appointed voting members terms shall begin July 1, 2015. Except for the initial appointees, all terms will be for five (5) years.

(1) The City shall appoint three (3) voting members and the County shall appoint four (4) voting members. The Cave Spring City Council, the Rome City Schools and Floyd County Schools shall each have one appointment to serve as an ex-officio, non-voting member. Each governmental entity may use its own selection and appointing methodology. In addition to the Floyd County and Rome City Managers, the County and the City may each appoint one of their respective commissioners to each serve as an ex-officio non-voting member to the Authority Board.

(2) In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a five-year term, one (1) person for a four-year term and one (1) person for two-year term; the initial appointment by the County shall be two (2) persons for three-year terms, one (1) person for a five-year term, and one (1) person for one-year term. The members shall serve until their successors are duly appointed and qualified. Members of the Authority may serve up to two consecutive five-year terms.

(3) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their

official duties.

(4) Members of the Authority may be involuntarily removed by the appointing body which originally appointed such member only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the Authority.

(5) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

(6) The absence of any member for three consecutive regular meetings without leave except when such absence is made necessary by sickness or other similar causes will declare vacant the seat of such member, in which the vacancy thus created shall be filled by the appropriate appointing governing body.

(7) All Authority Members are expected to attend an orientation session upon joining the Authority. Additionally, it is expected that all members be present for at least 75% of regularly scheduled meetings each calendar year.

B. The Authority shall elect its chairperson and vice chairman from among its appointed voting members, provided one shall be a County appointee and the other a City appointee. The terms of the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No elected official or City and/or County Manager may serve as chairperson.

(1) In the event of the resignation of any officer, the members shall elect a successor in accordance with section B above. The department shall designate staff members to serve in the capacity of Secretary. The Secretary is responsible for distributing meeting agendas, minutes, and other relevant information to Authority members. The Parks and Recreation Director is the primary point of contact in the department for the Authority officers and members.

(2) The Authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this article, the resolution of the County and the agreement between the City and the County referred to in this article. Any amendments or modifications to this article must be approved by the City and the County.

(3) The Chairperson of the Authority shall preside at all meetings of the Authority and shall perform such other duties as may be determined by the Authority. The Vice Chairperson shall assume the duties of the Chairperson in his or her absence.

(4) The Director of Parks and Recreation is responsible for the general administration of the Department and for carrying out the policies recommended by the Authority when approved by the appropriate governing body. In conjunction with the County and City Managers, the Parks and Recreation Director shall be the agent of the Rome Floyd Parks and Recreation Authority and to that end shall supervise the operation of all the Department's activities. The Director shall submit a detailed report of activities and administration of the programs of the Parks and Recreation Department to the City and County Managers and to the Authority at each regular meeting for the month prior to the meeting.

(5) The Board Secretary is responsible for notifying Authority Members and the public of all meetings. The Secretary is responsible for keeping minutes of each meeting and for distributing meeting agendas, minutes, and other relevant information to Authority members, Department staff, and the public.

(6) The Authority shall make recommendations affecting recreation policies, programs, finances, developing or closing a park facility and land acquisition related to the Department's programs and policies. Such recommendations shall be forwarded to and approved by the appropriate governing body. The Authority's recommendations are advisory in nature. The Authority shall be responsive to the concerns and needs of the community and shall support the Department to ensure that the community's needs are met. The Authority shall study, review, and formulate solutions to alleviate problems concerning recreational activities. They shall enlist the cooperation of community, religious, professional, civic, labor and business organizations and other identifiable groups (i.e. YMCA, Boys & Girls Club, among others) within the county in programs and campaigns devoted to the improvement of recreational opportunities. Formal recommendations of the Authority shall be communicated with City and County Commissions by and through the Parks and Recreation Director.

(7) The Authority shall work with the Director each calendar year to establish an operating budget to be approved by the Floyd County Commission and accompanying capital budgets to be approved by the appropriate governing body. The Authority shall advise the Director who shall annually establish program participation and facility rental fees that seek to meet the overall objectives of the County and the City as well as furthering the overall mission of the Authority. Within the annual budget, the Authority shall endeavor to establish and manage a comprehensive scholarship program that serves to increase youth participation in all sports.

(8) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(9) Nothing in this article shall prevent the Authority from contracting with the City for the City to perform work in the recreation areas, but performance by the City shall be the subject of separate charges.

(10) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fundraising groups shall be created and operated as required by Georgia law.

(11) Meetings:

(a) Regular monthly meetings of the Rome-Floyd Parks and Recreation Authority shall be held at a time and place agreed upon by the majority of the membership and shall not conflict with City or County meeting schedules.

(b). Special meetings may be called by the Chairperson or upon written request from a majority of the body with a minimum 48-hour public notice, but such meetings may not conflict with City or County Commission meeting schedules.

(c). A majority (4 of the 7 voting members) of the members constitute a quorum.

(d). In case of an expected absence from a meeting, the Authority member should notify the Secretary and Director.

(e). The process for conducting meetings will adhere to Roberts Rules of Order. The Authority Chairperson and the Director shall endeavor to create a meeting agenda and distribute it in advance to all Authority members, at least 24-hours prior to the meeting.

Requests for changes or additions to the agenda should be submitted to the Chairperson and/or the Director.

(f). All meetings are open to the public.

(g). A joint meeting with both Governing Authorities shall be held no less than once annually.

(12) Committees:

(a) The Chairperson may appoint such committees, standing or special, as may be authorized by the Authority.

(b). The Chairperson and the Director of Parks and Recreation shall be ex-officio members of all committees and, as such, shall be notified of all meetings.

(c). An Executive Committee consisting of the Chairperson, Vice Chairperson, and one other Authority member appointed by the members, shall meet with the Department Director and other staff as needed to manage logistics, responsibilities, and general activities of the Authority.

C. The City and County Managers shall appoint the Parks and Recreation Director, but the salary thereof shall be within and consistent with the budget established and approved. The duties of the Director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by this

Agreement and the Authority and within the budget submitted to and approved by the governing bodies of the city and county. The Director shall prepare and present to the County and City Managers a suggested budget showing anticipated revenues and required expenditures. The Director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

D. The City and County shall, and do, respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land owner/owners.

1. Since the year 1983 and for all succeeding years, the County shall finance the operating budget, and the City shall not be required to contribute. No matter which governmental entity is responsible for operation or maintenance of a particular facility, in no event shall the rights of the City or the County and their residents be abridged in any manner in the operation of the recreation program.

2. Certain future projects such as CDBG projects may be procured and administered by the City or the County, in consultation with the Authority.

3. The Authority will seek and administer grants and private assistance for capital projects. Any such capital improvement will inure to the benefit of the owner of that facility.

4. Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

See. 2-13-3. -- Purpose.

The purpose of the Authority is to serve as a citizen board to advise the Floyd County Commission and Rome City Commission, the Floyd County and Rome City Managers, and the Director of the Authority, on various matters pertaining to the operation of park facilities and recreation programs within Rome and Floyd County, to make policy recommendations to Floyd County and the City of Rome, and to carry out duties as may be assigned to them by the respective County and City Commissions. This purpose is to assist in the developing, maintaining, and operating a comprehensive parks and recreation service system for the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. Facilities shall be open to all citizens of the City and of the County. The goal of the Authority shall be to assure that operation and maintenance of all facilities, whether titled in the City or County, will continue at a level equal to, or better than, in prior years.

SECTION II:

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.

SECTION III:

This Ordinance shall become effective upon approval by the Board of Commissioners of Floyd County, Georgia.

This day of April, 2015.

FLOYD COUNTY BOARD OF COMMISSIONERS

BY:

LARRY MAXEY, Chairman ATTEST:

BY:

, County Clerk READ AND APPROVED BY:

JAMIE MCCORD, County Manager

WADE C. HOYT, III, County Attorney

320683County/RFPR ordinance (2015)

EXHIBIT E

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY EXHIBIT

CITY OF ROME REAL PROPERTY

BANTY JONES PARK

PARKS HOKE PARK

TOLBERT PARK

RIDGEFERRY PARK

PARKS MAINTENANCE

6 managed acres at 212 E 13th Street, consisting of covered basketball court, multi-purpose field, playground, and restrooms and picnic pavilion.

2.5 managed acres at 200 Hardy Avenue, consisting of 3 outdoor basketball courts, multi-purpose field, and playground.

10 managed acres at 351 Charlton Street, consisting of outdoor basketball court, multi-purpose field, creek, picnic areas with pavilion, playground, and 2 unlighted tennis courts.

52 managed acres at 393 Riverside Parkway, consisting of multi-purpose pavilion, fishing and river access, 4 picnic shelters, 3 playgrounds, 2 restroom facilities, natural and paved trails, 2 sand volleyball courts, stage, and 2 fitness stations.

1.5 managed acres at 170 North Avenue, consisting of Parks

HEADQUARTERS Division office, supply storage, and maintenance/mechanic shop.

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EXHIBIT E

GYMNASTICS 4.5 managed acres at 1 Shorter Avenue, consisting of  
CENTER/HQ Administrative Headquarters and the Gymnastics Center.

RIVERVIEW PARK

HERITAGE PARK

NORTHSIDE SWIM CENTER

23 managed acres located behind levee at 255 Jewel Frost Drive, consisting of Youth Sports Complex to include a 4-field Baseball Complex, 2 Field Football/Soccer Complex and playground, 2 batting cages, 2 pavilions, and 3 service buildings.

8.5 managed acres at 101 Jewel Frost Drive consisting of restrooms, 2 picnic pavilions, gazebo, playground, and the Piggy Green boat ramp/dock.

4 managed acres at 501 Kingston Avenue, consisting of outdoor aquatics center (pool and water slide), restrooms, concession stand and showers, 2 pavilions and playground.

FIELDER CENTER 1 managed acre at 1508 Crane Street with a Recreation Center/gymnasium located adjacent to Southeast Elementary School.

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EXHIBIT E

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY EXHIBIT

FLOYD COUNTY REAL PROPERTY

ALTO PARK

CAVE SPRING PARK

ETOWAH PARK (PARKER CENTER)

MIDWAY PARK

40.5 managed acres at 1014 Burnett Ferry Road, consisting of a 5 field lighted softball complex, and a 3 field lighted softball complex, 3 concession stands, 3 restroom facilities, 10 lighted tennis courts, 2 playgrounds, picnic shelter, natural trails, volleyball court, Quonset shed and maintenance shed.

7 managed acres at 26 Mill Street, consisting of outdoor basketball courts, picnic shelter, playground, restrooms, 2 lighted softball/baseball fields, 2 lighted tennis courts, and a batting cage.

43 managed acres at 1325 Kingston Highway, consisting

of the Senior Adult Recreation/Community Center, Golf Practice Facility, 6 field youth baseball/softball/t-ball complex (4 lighted, 2 unlighted), 10 lighted tennis courts with central control building, outdoor in-line skate center, paved trails, 3 restroom facilities, 2 concession stands, 2 playgrounds, picnic shelter, pavilion with restroom, and Quonset shed.

20 managed acres at 125 Midway Park Road, consisting of outdoor basketball court, 3 picnic shelters, playground, 3 softball/baseball fields and batting cage, 2 Tennis Courts, and bathroom shelters.

GARDEN LAKES 36 managed acres at 2901 Garden Lakes Blvd., consisting of a

(ANTHONY) Recreation Center, Gymnasium, outdoor basketball courts, multipurpose fields, picnic areas, picnic shelters, accessible

playground, restrooms, tennis court, paved trails, 4 soccer fields with service building.

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EXHIBIT E

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LOCK & DAM PARK

RIVERSIDE PARK

SHANNON PARK (SHAG WILLIAMS)

WOLFE PARK (GILBREATH)

BRUSHY BRANCH

69 managed acres at 181 Lock and Dam Road, consisting of campground (RV, group, and tent camping,) Trading Post exhibition center, fishing and boat ramp, horseshoe pits, river, picnic shelters, playground, restrooms, shower and laundry facility, natural trails, observation tower, volleyball court, fishing pier, and boat ramp.

6.5 managed acres at Redwood Street, consisting of softball/baseball field, tennis court and basketball court.

22 managed acres at 40 Minshew Road, consisting of a Recreation Center and Log Cabin Hut, outdoor basketball courts, 1 multi-purpose field, picnic areas, playground, restrooms, 2 softball/baseball field, 2 lighted tennis courts, paved trails, and pavilion-covered basketball courts.

14 managed acres, consisting of Recreation

Center/Gymnasium, outdoor basketball courts, multi-purpose field, creek, picnic areas, playground, restrooms, 2 softball/baseball field, paved trails, 2 tennis courts, and pavilions.

6 managed acres at 7354 Black Bluff Road, consisting of fishing and boat ramp, lake, picnic area and restroom.

NORTH FLOYD PARK 26 managed acres at 102 North Floyd Park Road, Consisting of the

(THORNTON CENTER) Thornton Community Center/Gymnasium, 2 soccer/multipurpose fields, 2 service buildings, maintenance building, 4 lighted baseball fields, outdoor basketball courts, 2 pavilions, and 2 playgrounds.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:**FLOYD COUNTY

**Service:** *Water*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Type Name of Government, Authority or Organization Here**
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **The cities of Rome and Cave Spring will provide water services within their own municipal boundaries; Floyd County will provide water services to certain parts of the unincorporated area. To supplement its own sources, including wells and surface water, Floyd County contracts with the City of Rome for wholesale water.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Floyd County	Enterprise Fund
City of Rome	Enterprise Fund
City of Cave Spring	Enterprise Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Please see intergovernmental agreement for changes in **water billing fees**.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Rome Water Purchase Agreement Resolution	Floyd County and the City of Rome	01/01/2020 - until an amendment is needed
Rome Water Purchase Agreement	Floyd County and the City of Rome	01/13/2004 - 01/01/2015
Floyd Cave Spring HB489 Agreement	Floyd County and the City of Cave Spring	10/08/1999

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Rate and fee changes were implemented January 1, 2020.

7. Person completing form: **Kayla Schaaf, Associate Planner**

Phone number: **706-236-5026**

Date completed: September 29, 2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

**Mike Hackett, Water and Sewer Division Director 706-236-4560**



**Wholesale Water Purchase Agreement**

**January 2004**

ENTERED INTO MINUTES

Date: 1-13-04

**GEORGIA, FLOYD COUNTY:**

41 FEB 10 295

THIS AGREEMENT; made and entered into this 13<sup>th</sup> day of January 2004, by and between the CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called “the City”, and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called “the County”.

1) From January 1, 2004 until January 1, 2015, the wholesale rate to the County will be the percentage discount reflected in the table below but will be based on the then existing in-city rate.

Discount Table

1.5 MGD Minimum Monthly Average		2.0 MGD Minimum Monthly Average	
Monthly Average Volume Use Per Day	Price Per 1000 Gallons	Monthly Average Volume Use Per Day	Price Per 1000 Gallons
Less than 1.0 MGD	\$2.27	Less than 1.0 MGD	\$2.27
More than 1.0 MGD But less than 1.5 MGD	\$1.70 (25%)	More than 1.0 MGD But less than 1.5 MGD	\$1.70 (25%)
More than 1.5 MGD	\$1.48 (35%)	More than 1.5 MGD	\$1.48 (35%)
Only for Volumes over 1.5 MGD	\$1.36 (40%)	Only for Volumes over 1.5 MGD	\$1.25 (45%)

**NOTE:**

**( ) Represents % Discount from In-City Rate**

**\* Proposal based on a 10-year agreement.**

**\*\* Rates are guaranteed for 2004 and 2005.**

**Future rates will be the discounts from the in-city rate as indicated in the table. The City guarantees not to increase rates to the County in any given year by more than 5% and the discount will never be less than the percentage shown in the table.**

**\*\*\* The County can change to the 2.0 MGD minimum monthly table any time during the 10-year agreement if the County changes their guarantee to 2.0 MGD.**

- 2) Floyd County will guarantee a minimum annual purchase equal to 750,000 gallons per day. A payment will be made at the end of any year for an amount necessary to bring the average flow up to the minimum 1,500,000 gallons per day should the County fail to purchase the minimum amount. Should the County move to the 2.0 MGD minimum table, a payment would be made to bring the average flow up to the minimum 2,000,000 gallons per day should the County fail to purchase the minimum amount.
- 3) The terms of this wholesale rate should be renegotiated prior to January 1, 2015, however, the terms of this agreement will continue no longer than January 1, 2016, unless both parties agree.
- 4) In addition to the significant discount offer for usage during this time frame, the City will have the privilege to negotiate rates for industrial customers with large volume demands (100,000 gal. /day or more), especially where the resulting water customer would increase the purchase of wholesale water from the City.
- 5) The City will have a rate study made by an outside consultant on a biannual basis to analyze water rates.
- 6) Tie Points between the City and County systems will be provided to give both the City and County systems access to all sources of water supply for emergency use countywide.
- 7) The City guarantees to provide water of sufficient quantity and quality to supply the County water system needs unless an emergency or an unforeseen event prevents such service. If an emergency or unforeseen event occurs, the City will treat the County connection the same as all other customers. At locations where the City purchases water from the County, the County agrees to charge the City the same rate as the City charges the County for finished water except for the meter at Stonebridge Drive on the Old Summerville Road where a 10% transport fee will be added. The County guarantees to purchase a minimum of 1,500,000 gpd unless an emergency or an unforeseen event occurs.

- 8) At the metering point to the County, the City will assure that the water sold will meet all standards for safe drinking water as established by the Environmental Protection Division of the Georgia Department of Natural Resources. If the City is unable to provide water to meet these standards, the City will take steps to immediately correct the problem and waive the guaranteed minimum annual purchase for the next 12 months.
- 9) The City will charge the County the in-City rate for water consumed at the Floyd county prison on Blacks Bluff Road.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

  
CITY CLERK 1-20-84

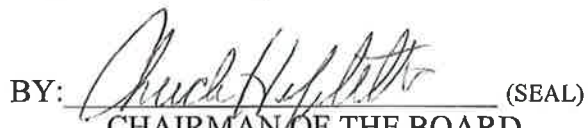
THE CITY OF ROME, GEORGIA

BY:  (SEAL)  
MAYOR, ROME CITY  
COMMISSION

ATTEST:

  
COUNTY CLERK

FLOYD COUNTY, GEORGIA

BY:  (SEAL)  
CHAIRMAN OF THE BOARD  
OF COMMISSIONERS OF  
FLOYD COUNTY, GEORGIA

**HOUSE BILL 489 AGREEMENT**  
**Floyd County and City of Cave Spring, Georgia**  
October 8, 1999

**ROADS** - The County will continue to provide labor and equipment for City LARP paving and will agree to provide labor and equipment to pave up to a total of 1 mile of city streets (including LARP mileage) on an annual basis. Additionally, the County will agree to provide roadway surface maintenance (ie. pothole patching and utility cut repairs) along with shoulder maintenance (ie. grass cutting and filling in ruts along edge of pavement) on the following city streets: Cemetary Road, Old Highway 100, Padlock Mountain Road and Mill Street.

**Police** - The County will agree to include routine patrol of all City owned parks as they travel through Cave Spring. The County will continue to assist the Cave Spring Police Department on special events and projects including investigative work when requested.

**Fire Service** - The County will agree to continue funding the Cave Spring Fire Department for the next five years in the amount of \$67,500 or 55% of the total operating expenses (as audited annually), whichever is more.. Additionally, the County will agree to pay 75% of the actual cost, not to exceed \$26,250, to purchase a new Rescue Truck for the Cave Spring Fire Department.

**Water Service Area** - The water service areas to be served by Cave Spring and Floyd County have been agreed to and will be highlighted on a map to be made part of the official HB489 agreement. Basically, the City of Cave Spring will service all areas of the County inside a boundary line formed by Big Cedar Creek.

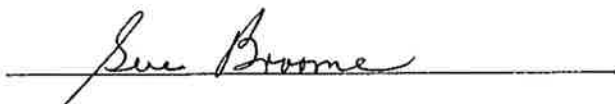
**Water Rates** - The City of Cave Spring has completed a water rate study by a professional engineer showing the rate differential of two(2) times the in-city rate being justified for city customers in the unincorporated area of the County. As part of this agreement, the City will agree to have another rate study made by an outside consultant in 2002 to analyze water rates and the unincorporated rate differential.



Chairman, Floyd County Board of Commissioners



Mayor, City of Cave Spring



Clerk, Floyd County Board of Commissioners



Clerk, City of Cave Spring

## RESOLUTION

**BE IT RESOLVED**, by the Rome City Commission and it is hereby resolved by the authority of same, that the fee schedule book of the City of Rome, Georgia be revised to establish the following rates for water and sewer service to be effective **January 1, 2020**.

### WATER USAGE RATES

	<u>Existing*</u>	<u>Proposed*</u>
Customers inside the corporate limits, per 100 cu.ft. (ccf)	\$2.71	\$2.78
Customers of unincorporated Floyd County in Zone 3, as Identified by the HB 489 Agreement (up to 1.15 times the Inside City rate), per 100 cu.ft. (ccf) or County Rates	\$2.95	\$3.02
Customers of unincorporated Floyd County in Zone 4, as Identified by the HB 489 Agreement (up to 1.25 times the Inside City rate), per 100 cu.ft. (ccf) or County Rates	\$2.95	\$3.02
Usage Rates on separate irrigation meters shall be the corresponding Water Usage Rate in each Zone times the multiplier established here	1.30	1.30

**\*No charge for first 100 cubic feet (1 ccf, or 1 unit) usage.**

### SEWER USAGE RATES

(Based on water usage, no charge on irrigation meters)

	<u>Existing*</u>	<u>Proposed*</u>
Customers inside the corporate limits, per 100 cu.ft. (ccf)	\$4.09	\$4.19
Customers of unincorporated Floyd County,		
On City of Rome water system, per 100 cu.ft. (1 unit)	\$6.64	\$6.81
On Floyd County water system, per 1000 gal. (1 unit)	\$8.86	\$9.08

**\*No charge for first 100 cubic feet (1 unit or 748 gallons) for customers on City water system; no charge for first 1000 gallons (1 unit) for customers on Floyd County water system.**

### MONTHLY FIRE LINE RATES

<u>Line Size</u>	<u>Existing</u>	<u>Proposed</u>
4"	\$36.78	\$37.70
6"	\$47.28	\$48.46
8"	\$84.05	\$86.15
10"	\$126.08	\$129.23
12"	\$210.13	\$215.38

**BASE CHARGES**

(Minimum charge on an active service)

**ZONE 1 – Inside Corporate Limits**

Water Meter Size	Water		Sewer	
	Existing	Proposed	Existing	Proposed
Up to ¾"	\$12.34	\$12.65	\$13.40	\$13.74
1"	\$18.83	\$19.30	\$20.41	\$20.92
1½"	\$31.50	\$32.29	\$34.13	\$34.98
2"	\$44.76	\$45.88	\$48.52	\$49.73
3"	\$78.00	\$79.95	\$84.57	\$86.68
4"	\$131.12	\$134.40	\$142.23	\$145.79
6"	\$260.69	\$267.21	\$282.75	\$289.82
8"	\$433.39	\$444.23	\$470.14	\$481.89
10"	\$539.70	\$553.19	\$585.41	\$600.05

**ZONE 2 – Horseleg Estates, Garden Lakes, Riverside**

**Water** – Same Base Charge as for customers in Zone 1.

**Sewer** - Same Base Charge for customers inside corporate limits as in Zone 1;  
Base Charge for customers in unincorporated Floyd County as follows:

Water Meter Size	Sewer Base Charge	
	Existing	Proposed
Up to ¾"	\$18.60	\$19.07
1"	\$28.68	\$29.40
1½"	\$46.37	\$47.53
2"	\$63.53	\$65.12
3"	\$112.63	\$115.45
4"	\$185.45	\$190.09
6"	\$366.32	\$375.48
8"	\$607.48	\$622.67
10"	\$754.31	\$773.17

**ZONE 3 – Sherwood Forest**

**Water** – 1.15 times Base Charge in Zone 1 as follows:

Water Meter Size*	Water Base Charge	
	Existing	Proposed
Up to ¾"	\$14.20	\$14.56
1"	\$21.66	\$22.20

\*Other meter sizes not available

**Sewer** – None; no service provided

IRRIGATION SYSTEM METERS

**Water** – Base Charge shall be the corresponding Water Base Charge in each Zone times the multiplier shown here.

	<u>Existing</u>	<u>Proposed</u>
	1.30	1.30

**Sewer** – None

WATER CONNECTION FEES

<u>Meter Size</u>	<u>Existing</u>	<u>Proposed</u>
Up to ¾"	\$1,600	\$1,600
1"	\$3,300	\$3,300
2"	\$6,000	\$6,000
4"	\$14,000	\$14,000
6" (includes pit)	\$18,000	\$18,000
8" (includes pit)	\$25,000	\$25,000
4" fire service	\$6,000	\$6,000
6" fire service	\$6,000	\$6,000
8" fire service	\$8,000	\$8,000

SEWER CONNECTION FEES

<u>Line Size (In.)</u>	<u>Existing</u>	<u>Proposed</u>
Residential 6"	\$1,800	\$1,800
Commercial 6" (core manhole)	\$3,600	\$3,600
Commercial 6" (install manhole)	\$6,500	\$6,500
Commercial 8" (core manhole)	\$4,700	\$4,700
Commercial 8" (install manhole)	\$7,000	\$7,000

MISCELLANEOUS FEES

	<u>Existing</u>	<u>Proposed</u>
Returned Check	\$30.00	\$30.00
Meter Cut-off	\$60.00	\$60.00
Meter Tampering	\$150.00	\$150.00
Broken Lock	\$100.00	\$100.00

All other services, lines and connections shall be installed at a cost to be determined by the Water and Sewer Division. Payment for sewer extensions will be at 100% of the total cost of the project.

ADOPTED this 25<sup>th</sup> day of NOVEMBER, 2019.

BY:

Bill Cullen

Mayor, Rome City Commission

ATTEST:

Joseph F. Smith

Joseph F. Smith, Secretary  
Rome City Commission

**BASE CHARGES (cont'd)**

(Minimum charge on an active service)

**ZONE 4 – Unincorporated Floyd County outside Zone 2 and Zone 3**

**Water** – 1.25 times Base Charge in Zone 1 (inside City rate), as follows:

<u>Water Meter Size</u>	<u>Water Base Charge</u>	
	<u>Existing</u>	<u>Proposed</u>
Up to ¾"	\$15.44	\$15.83
1"	\$23.53	\$24.12
1.5"	\$39.37	\$40.35
2"	\$55.94	\$57.34
3"	\$97.50	\$99.94
4"	\$163.90	\$168.00
6"	\$325.86	\$334.01
8"	\$541.74	\$555.28
10"	\$674.62	\$691.49

**Sewer** – Same as for customers in unincorporated Floyd County in Zone 2

**OTHER SEWER CUSTOMERS – Unincorporated Floyd County**  
**(On Floyd County water system)**

<u>Water Meter Size</u>	<u>Sewer Base Charge</u>	
	<u>Existing</u>	<u>Proposed</u>
Up to ¾"	\$21.63	\$22.17
1"	\$32.77	\$33.59
1½"	\$52.70	\$54.02
2"	\$72.30	\$74.11
3"	\$127.08	\$130.26
4"	\$209.43	\$214.67
6"	\$413.24	\$423.57
8"	\$684.97	\$702.09
10"	\$850.74	\$874.01








# Floyd County Georgia

## Service Delivery Strategy

### Floyd County, City of Rome, City of Cave Spring

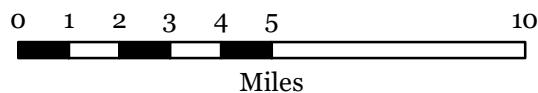
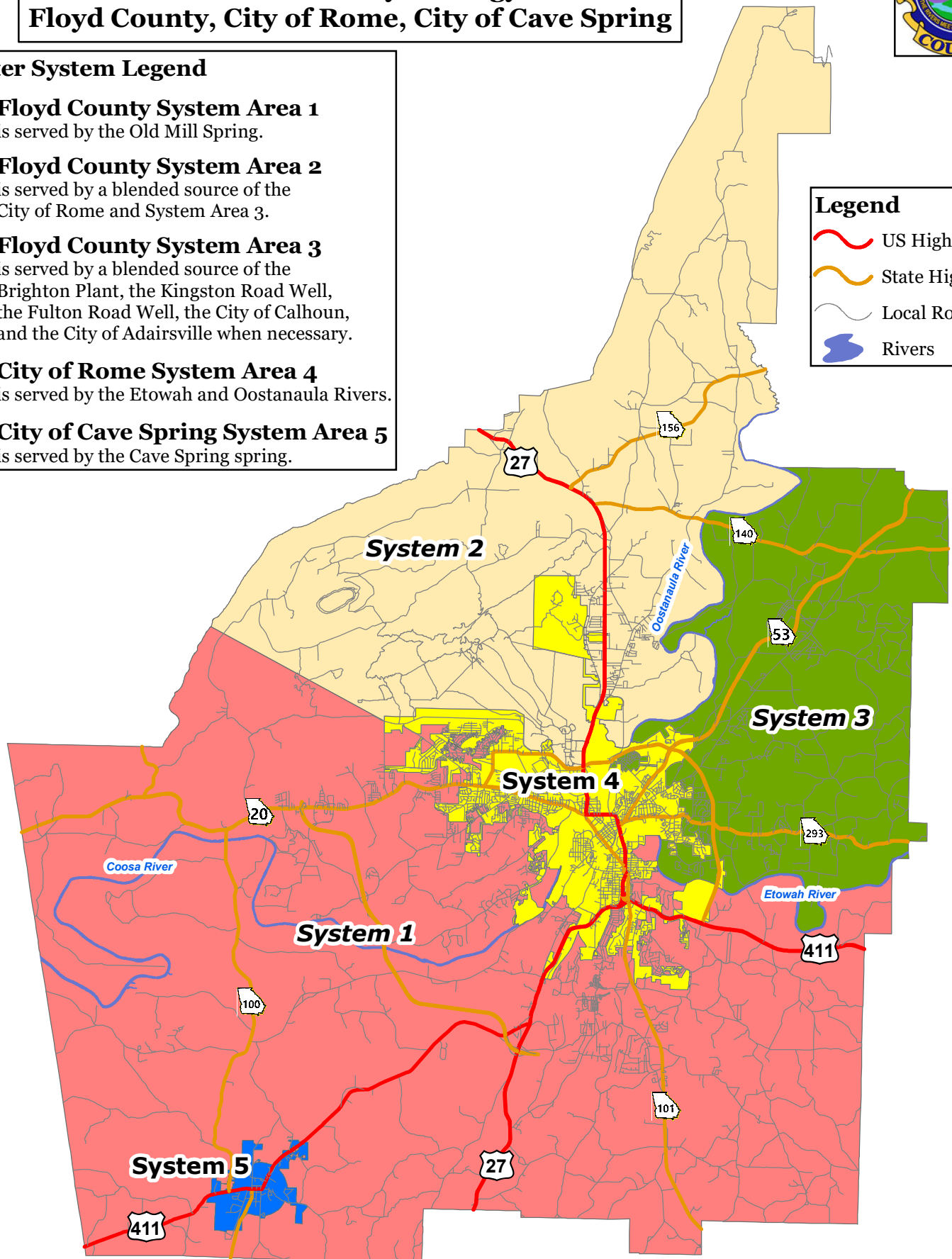


#### Water System Legend

-  **Floyd County System Area 1**  
is served by the Old Mill Spring.
-  **Floyd County System Area 2**  
is served by a blended source of the City of Rome and System Area 3.
-  **Floyd County System Area 3**  
is served by a blended source of the Brighton Plant, the Kingston Road Well, the Fulton Road Well, the City of Calhoun, and the City of Adairsville when necessary.
-  **City of Rome System Area 4**  
is served by the Etowah and Oostanaula Rivers.
-  **City of Cave Spring System Area 5**  
is served by the Cave Spring spring.

#### Legend

-  US Highway
-  State Highway
-  Local Road
-  Rivers



1:240,000  
1 inch equals 4 miles

**INTERGOVERNMENTAL AGREEMENT FOR WATER DISTRIBUTION  
BETWEEN THE CITY OF ADAIRSVILLE AND FLOYD COUNTY**

**STATE OF GEORGIA**

THIS AGREEMENT, made and entered into this 14th day of APRIL, 2011, by and between **THE CITY OF ADAIRSVILLE**, a Municipal Corporation and political subdivision of the State of Georgia, as Party of the First Part, hereinafter referred to as “Adairsville”, and **FLOYD COUNTY**, a political subdivision of the State of Georgia, as Party of the second Part, hereinafter referred to as “Floyd County” witnesseth:

**WHEREAS**, Adairsville owns and operates a water supply and distribution system in Adairsville and adjacent parts of Bartow County; and,

**WHEREAS**, Floyd County owns and operates a water distribution system in Floyd County; and,

**WHEREAS**, Floyd County desires to purchase additional potable water for distribution within Floyd County; and

**WHEREAS**, Adairsville has determined that it has sufficient water available from its municipal spring; and,

**WHEREAS**, there exists a metered interconnection by Adairsville to Floyd County water distribution system; and,

**WHEREAS**, said interconnection provides long term benefits to both water systems as a potential source of emergency supply from either party to the other; and,

**WHEREAS**, it is the intent of both parties that Floyd County will purchase a sufficient quantity of water so as to enable Adairsville to pay reasonable pumping, treatment and maintenance costs including capital improvements required to carry out the terms of this Agreement; and

**WHEREAS**, Adairsville is willing to enter into this Agreement to furnish water to Floyd County according to the terms and conditions hereinafter provided and under the authority of and in accordance with Article IX, Section III, Paragraph I of the Constitution for the State of Georgia of 1983.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and provisions as hereinafter provided, the parties hereto mutually agree as follows:

**ITEM ONE**

Adairsville owns, operates and maintains improvements to its water supply, pumping, treatment and distribution systems as are necessary to comply with the terms of this Agreement.

**ITEM TWO**

A. Adairsville shall furnish water at the interconnection at the Bartow County/Floyd County boundary, within the right-of-way of State Rte. 140, in an amount not less than one-half million gallons per day (0.5 MGD) on a monthly average and not to exceed one and one-half million gallons per day (1.5 MGD) during any 24 hour period. Adairsville shall provide a minimum residual pressure not less than sixty pounds per square inch (60 psi) at all times. Adairsville may, at its sole discretion, furnish water in amounts greater than 0.5 MGD on a monthly average and greater than 1.5 MGD during a 24 hour period if so requested by Floyd County. The supplied and received water under the terms of this Agreement shall meet the minimum standards, as amended, for safe drinking water as established by the Environmental

Protection Division of the Georgia Department of Natural Resources. It is agreed that Floyd County reserves the right to cut-off and refuse the delivery of any water which does not meet minimum EPD standards. It is agreed that the exercise of this cut-off right by Floyd County shall result in a pro rata reduction in the minimum purchase requirement as set forth in Item Two, Paragraph B to the extent purchases fall below one-half million gallons per day as a result of a failure to meet minimum EPD standards. It is further agreed that the period of any such cut-off shall not extend beyond the time at which the City of Adairsville has demonstrated resumed compliance.

B. Floyd County shall purchase and shall pay for, in accordance with Item Four, irrespective of the amount actually received, an amount of water from Adairsville equal to at least a minimum of one-half million gallons per day (0.5 MGD). This required minimum purchase by Floyd County shall be computed by averaging the daily amount supplied during each month of the initial term of this Agreement. The guaranteed minimum may be increased at any time during the contractual period by the mutual consent of both parties; provided, however, that the parties act in accordance with Item Seven, Paragraph D of this Agreement.

### **ITEM THREE**

Adairsville shall furnish, operate and maintain necessary and adequate metering equipment at the point of interconnection and shall calibrate such metering equipment whenever requested by Floyd County, but not more often than once every twelve (12) months. Floyd County, in order to monitor its use requirement as set out in Item Two, Paragraph B, shall have unimpeded access to read Adairsville's Floyd County meter at least one (1) time per week during the term of this Agreement. In the exercise of this access, Floyd County will notify Adairsville, by phone, at least one (1) hour prior to the time they will read the meter and

Adairsville, at its option, may be present at said reading; however, an election by Adairsville not to be present will not delay the reading of said meter by Floyd County as long as actual contact was made to an appropriate Adairsville official.

#### **ITEM FOUR**

Floyd County agrees to pay, subject to the provisions of Item Two, Paragraph A and B, for any and all water delivered in compliance with the Agreement, one dollar and forty cents per one thousand gallons (\$1.40 per 1,000 gallons) during the first year of this Agreement, and an additional five percent (5%) each year thereafter, which new rate shall be billed to the County at the beginning of each contract year.

#### **ITEM FIVE**

For each month during the term of this Agreement, Adairsville shall read its meter and deliver to Floyd County by the fifth (5<sup>th</sup>) day of the following month an invoice by the last day of said month. If Floyd County does not pay said invoice from Adairsville within fifteen (15) days after said due date, Floyd County shall pay in addition to said invoice amount a sum equal to five percent (5%) of said invoice amount as a late charge. Adairsville shall be entitled to interrupt the flow of water for reason of nonpayment only after five (5) days of notice to Floyd County, said notice to be delivered to the Floyd County Manager by hand or certified mail.

#### **ITEM SIX**

#### **TERM OF CONTRACT**

- A. This Agreement shall be for a period of five (5) years from the date hereof.
- B. This Agreement may be renewed or extended at the mutual agreement of Adairsville and Floyd County up to five (5) additional years.

## ITEM SEVEN

### GENERAL PROVISIONS

A. The parties agree that this contract, as well as all undertakings and obligations herein contained, shall not be deemed to constitute a debt of either of the parties hereunder or a pledge of the faith and credit of either party, and neither party shall have the right to compel any exercise of the taxing powers of the respective parties to perform any of the terms hereof or to pay any sums due hereunder, and neither party shall be subject to any pecuniary liability hereunder in connection with the payment of water furnished except to the extent of funds available which have been produced by the water system.

B. The failure to comply with the provisions of this Agreement by either party shall, at the option of the nonbreaching party, terminate this Agreement; provided, however, that the flow of water shall not be interrupted except in compliance with the notice requirements set forth in Item Five of this Agreement.

C. Adairsville will reasonably attempt to operate and maintain its system at all times in an efficient manner and will take such reasonable actions in good faith as necessary to furnish Floyd County with the quantities of water which are agreed to between the parties under this Agreement. In the event that Adairsville experiences a shortage of water and receives a Georgia Environmental Protection Division (EPD) emergency order specifying that emergency measures be taken in response to such water shortage, Floyd County will be notified of the EPD order and shall be required to reduce water purchases by the same ratio or proportion as the supply to Adairsville's other customers is reduced or diminished with a corresponding pro rata reduction in the minimum purchase requirement set forth in Item Two, Paragraph B. to the extent purchases fall below one-half million gallons per day as a result of an EPD emergency

order. Nothing contained in this Agreement shall be construed to impose any liability, civil, or otherwise, on Adairsville for any failure of pressure at point of connection or any interruption of service.

D. If the County's water requirements necessitate the replacement or upgrade of the pump the City uses to deliver water to the County, then the City and County agree to each pay one-half of the cost of such replacement or upgrade.

E. Any amendment, modification, or alteration of the terms hereof shall not be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the respective governing authorities of the City of Adairsville and Floyd County.

F. All provisions, sections, agreements and covenants contained herein are severable, and in the event that any of them shall be held to be invalid by any competent Court, the Agreement shall be interpreted as if such invalid provisions, sections, agreements or covenants were not contained herein.

G. It is agreed by the parties hereto that this Agreement shall be governed by the laws for the State of Georgia.

**IN WITNESS HEREOF**, the parties have, by and through their respective duly authorized officer, hereunto in duplicate original, set their respective signatures and seal the day and year first above written.

FLOYD COUNTY, GEORGIA

BY: Eddie Lumsden (SEAL)  
EDDIE LUMSDEN, CHAIRMAN

ATTEST:

Kathy ARP  
KATHY ARP, CLERK FLOYD COUNTY

THE CITY OF ADAIRSVILLE

BY: E King (SEAL)

EVAN KING, MAYOR  
Printed Name

ATTEST:

Tracy Stephens  
CLERK, CITY OF ADAIRSVILLE



INTERGOVERNMENTAL AGREEMENT FOR WATER DISTRIBUTION

BETWEEN THE CITY OF CALHOUN AND FLOYD COUNTY,

State of Georgia.

THIS AGREEMENT, made and entered into this 29 day of November, 2012, ,  
by and between THE CITY OF CALHOUN, a Municipal Corporation and political  
subdivision of the State of Georgia, as Party of the First Part, hereinafter designated as  
“Calhoun”, and Floyd County a political subdivision of the State of Georgia, as Party of  
the Second Part, hereinafter designated as “Floyd County”.

RECITALS

- A. WHEREAS Calhoun owns and operates a water supply and distribution system in Calhoun and in part of adjacent Gordon County; and
- B. WHEREAS Floyd County owns and operates a water distribution system in Floyd County; and
- C. WHEREAS Floyd County has need for an additional source of potable water for distribution in portion of Floyd County; and
- D. WHEREAS Calhoun has determined that it has a sufficient municipal water system together with capacity to treat the water; and
- E. WHEREAS Calhoun is willing to extend one or more transmission mains to a point or points determined by both parties, and to provide a metered interconnections to the Floyd County distribution system; and
- F. WHEREAS said interconnection has long term benefits to both water systems; and
- G. WHEREAS it is the intent of both parties that Floyd County will purchase sufficient quantity of water each quarter to enable Calhoun to pay reasonable pumping, treatment and maintenance costs and for any infrastructure required for the transfer of said water.
- H. WHEREAS for the reasons hereinbefore set forth, Floyd County desires to contract with Calhoun for the purchase of water for supplying to its present customers and any future customers through the Floyd County water system to be operated exclusively by Floyd County; its assigns or successors as hereinafter provided; and

I. WHEREAS Calhoun, because of its resources and facilities, is willing to enter into this Agreement to furnish water to Floyd County under the terms and conditions hereinafter provided, and under the authority of and in accordance with Article IX, Section III, Paragraph I of the Constitution for the State of Georgia of 1983.

NOW, THEREFORE, for and in consideration of the mutual covenants and provisions as hereinafter provided, the parties hereto mutually agree as follows:

ITEM ONE

Calhoun shall at its own expense construct, operate and maintain improvements to its supply, pumping, treatment, and distribution system necessary to comply with the terms of this Agreement, said distribution improvements being lines sufficient in diameter.

ITEM TWO

A. Calhoun shall, upon completion of said improvements, furnish water on demand to Floyd County at a point or points, determined by both parties, provided the amount demanded Floyd County each day is between 0 million gallons per day (0.0 MGD) and 0.60 million gallons (0.60 MGD) on the maximum day. Calhoun shall endeavor to provide a minimum residual pressure not less than 120 pounds per square inch at the elevation of 650' N.G.V.D. In the first three years of this Agreement, Calhoun may, at its sole discretion, furnish water in greater amounts if requested by the County. After year three and until the end of this Agreement, Calhoun shall furnish water on demand to Floyd County provided the amount demanded is between 0.0 MGD and 1.00 MGD on the maximum day. Calhoun may, at its sole discretion, furnish water in greater amounts in years four through seven of this Agreement if requested by Floyd County. Calhoun shall ensure that the supplied and received water under the terms of this Agreement shall meet the minimum standards, as amended, for safe drinking water as established by the Environmental Protection Division of the State of Georgia, Department of Natural Resources.

- B. For the first three years of the Agreement, Floyd County shall purchase and pay for, in accordance with Item Four an amount of water from Calhoun equal to at least an average of 0.10 million gallons per day (0.10 MGD), (the “Minimum Daily Purchase Amount”) calculated by taking the sum of all water purchased per year of the Agreement divided by Three Hundred and Sixty Five (365) (the “Annual Daily Average Method”). For the remaining contract period of seven (7) years, Floyd County shall purchase and shall pay for, in accordance with Item Four an amount of water from Calhoun equal to at least an average of 0.60 million gallons per day (0.60 MGD), (the new “Minimum Daily Purchase Amount” effective beginning in year four of the Agreement) calculated by taking the sum of all water purchased per month divided by the number of days in the month (the “Monthly Daily Average Method”). The required minimum purchase by Floyd County shall be computed by averaging the daily amount supplied for each billing year for the first three years of this Agreement. For the final seven years of this Agreement, the required minimum purchase by Floyd County shall be computed by averaging the daily amount supplied for each billing month.
- C. This rate is for total volume consumed, and not any amount consumed per actual connection. At the time of the execution of this Agreement, the parties have agreed to two connections: (1) at the county line adjacent to Highway 156; and (2) at the county line adjacent to Highway 53. The parties reserve the right to add additional connections as may be mutually agreed upon based upon considerations such as location and volume requirements.

### ITEM THREE

#### METERING

Calhoun shall furnish, operate and maintain necessary and adequate metering equipment at the point of interconnection and shall calibrate such metering equipment whenever requested by Floyd County, but not more often than once every twelve (12) months. Floyd County, in order to monitor its use requirement as set out in Item Two, B., shall have unimpeded access to read Calhoun’s meters at least one (1) time per week during the term of this Agreement. In the exercise

of this access, Floyd County will notify by phone Calhoun at least two (2) hours prior to the time Floyd County will read the said meter, and Calhoun at its option may be present at said reading; however, failure of Calhoun to be present will not delay the timely exercise by Floyd County of this meter reading, provided actual contact by phone was made to the appropriate Calhoun official.

#### ITEM FOUR

##### COMPENSATION (PRICE)

Floyd County agrees to pay \$1.40 per 1000 gallons for water furnished by Calhoun for the first three (3) years of this Agreement with a minimum purchase of 0.10 million gallons per day based upon the Annual Daily Average Method. Should Floyd County be furnished amounts equal to or greater than 0.60 million gallons per day based upon the Annual Daily Average Method during the first three years of the Agreement, the rate per 1000 gallons shall be \$1.20 per 1000 gallons. In order to comply with Item 2B of the Agreement, each year in years one through three of the Agreement, if Floyd County fails to purchase 36.5 million gallons of water per year, Floyd County agrees to pay to Calhoun \$1.40 per 1000 gallons for the difference, if any, between 36.5 million gallons and the actual lower quantity of water purchased by Floyd County in said year. The rate may be adjusted annually each year thereafter. The rate shall not exceed the rate as charged to the top ten industrial customers of Calhoun.

For the remaining contract period of seven (7) years; the rate shall be established at \$1.20 per 1000 gallons for water furnished by Calhoun with a minimum purchase of 0.60 million gallons per day based upon the Monthly Daily Average Method yearly average. Should Floyd County be furnished amounts equal to or greater than 0.60 million gallons per day, based upon the Monthly Daily Average Method during years four through ten of this Agreement, the rate per 1000 gallons shall be established at \$1.20 per 1000 gallons during the remaining seven year period. Floyd County agrees to pay \$1.20 per 1000 gallons for the difference between Minimum Daily Purchase Amount over a month period and the actual amount of water purchased by Floyd County if Floyd County fails to purchase the

Minimum Daily Purchase Amount in any of month in years four through ten of this Agreement. In order to comply with Item 2B of the Agreement, each year in years four through ten of the Agreement, if Floyd County fails to purchase 18.25 million gallons of water per month, Floyd County agrees to pay to Calhoun \$1.20 per 1000 gallons for the difference, if any, between 18.25 million gallons each month and the actual lower quantity of water purchased by Floyd County in said month. The rate may be adjusted annually each year thereafter. The rate shall not exceed the rate as charged to the top ten industrial customers of Calhoun.

#### ITEM FIVE

##### PAYMENT TERMS

- A. Calhoun for each billing quarter during the term of this Agreement shall read the meter on the fifteenth (15) day of the last month of that billing quarter and shall forthwith forward its invoice for that quarter's usage to Floyd County, which due date for said invoice is to be the first (1st) day of the first month of the next billing quarter. During the first three years of this Agreement, any amounts owed by Floyd County for failing to purchase the required daily amounts based upon a yearly average will be paid by Floyd County at the end of each applicable year of the Agreement. During the final seven years of this Agreement, any amounts owed by Floyd County for failing to purchase the required daily amounts based upon a monthly average will be paid by Floyd County at the end of each applicable month.
- B. If Floyd County does not pay said quarterly invoice from Calhoun for its usage within fifteen (15) days after said due date as provided hereinbefore, Floyd County shall pay in addition to said invoice amount the sum equal to five percent (5%) of said invoice amount as a late charge. Calhoun shall be entitled to interrupt the flow of water upon non-payment.

#### ITEM SIX

##### SERVICE AREA

Calhoun shall not extend water lines in Floyd County to serve new customers without the written consent of Floyd County. Calhoun will continue to serve their existing customers and any new customer located along their existing lines in Floyd County. Floyd County shall not extend water lines in Gordon County to serve customers without the written consent of Calhoun.

Either party may extend transmission water mains through each county to facilitate wholesale connections with other counties.

#### ITEM SEVEN

##### TERMS OF CONTRACT (RENEWALS)

- A. This Agreement shall be for a period from that date on which water is first made available to Floyd County at the point of connection but not later than January 1, 2013 and shall end January 1, 2023.
- B. This Agreement may be renewed or extended for one or more, additional five (5) year periods with the following provisions:
  1. Both parties must agree in writing to said extension.
  2. The rate to be paid by Floyd County to Calhoun for water delivered during the additional terms shall not exceed the rate as charged to the top ten industrial customers of Calhoun and adjusted annually.
  3. During the second five (5) year term either party may terminate this Agreement by giving the other party a two year notice. This notice shall be sent by certified mail to the respective party at the following locations.

City of Calhoun,  
Attn: Utilities General Manager  
P O Box 248  
Calhoun, GA 30703

Floyd County Manager

P. O. Box 946  
Rome, GA, 30162-0946

##### C. Force Majeure

1. The term Force Majeure as used in this Agreement shall mean acts of God, acts of terrorism, insurrection, riots, epidemics, landslides,

lightning, earthquakes, fires, storms, floods, washouts, droughts, explosions, civil disturbances, acts of the public enemy, and war.

2. In any case by reason of Force Majeure, Calhoun or Floyd County is rendered unable wholly or in part to carry out its obligation under this Agreement, notice and full particulars of such Force Majeure are to be given in writing within a reasonable period of time by the party unable to carry out its obligations to the other party.
3. The obligation of the party given such notice, so far as it is affected by Force Majeure shall be suspended during the continuance of the inability claimed, but no longer.
4. Both Calhoun and Floyd County may exercise their respective rights under this Force Majeure section with regards to all provisions of this contract.

#### ITEM EIGHT

##### MISCELLANEOUS PROVISIONS

- A. The parties agree that this contract shall and all undertakings and obligations herein contained shall not be deemed to constitute a debt of either of the parties hereunder or a pledge of the faith and credit of either party, and neither party shall have the right to compel and exercise of the taxing power of the respective subdivisions to perform any of the terms hereof or to pay any sums due hereunder, and neither party shall be subject to any pecuniary liability hereunder in connection with payment of water furnished except to the extent of funds available which have been produced by the water system.
- B. The failure to comply with the provisions of the contract by either party shall, at the option of the nonbreaching party, terminate this Agreement.
- C. Calhoun will reasonably attempt to operate and maintain its system at all times in an efficient manner and will take such reasonable action in good faith as is necessary to furnish Floyd County with the quantities of water which are agreed to between the parties under this contract.

At the sole discretion of the City of Calhoun, in the event of an extended shortage of water, or if the supply of water available to Calhoun is otherwise diminished over an extended period of time, the supply of water to Floyd County shall be reduced or diminished in the same ratio or proportion as the supply to Calhoun's other customers is reduced or diminished and the minimum required purchase obligation of Floyd County shall be correspondingly reduced. In the event that Calhoun experiences a shortage of water in Calhoun and/ or receives a Georgia Environmental Protection Division (EPD) emergency order specifying that emergency measures be taken in response to a drought related water shortage, Floyd County will be notified of the water shortage or EPD order and required to reduce water purchases by immediate implementation of its own Emergency Water Shortage/Drought Contingency Plan at the plan step appropriate to the shortage stated in the notice, or mandated by EPD. Should an EPD Order mandate delivering of less than 0.1 MGD to Floyd County in the first three years of this Agreement or less than 0.6 MGD to Floyd County in years four through ten of the Agreement or any extensions thereof and be in effect for more than 60 days, at the request of Floyd County, Calhoun shall grant a credit against additional amounts owed by the County if any at the end of each year. Nothing contained in this paragraph or any other paragraph of this contract shall be construed to impose any liability, civil or otherwise, on Calhoun for any failure of pressure at point of connection or any interruption of service.

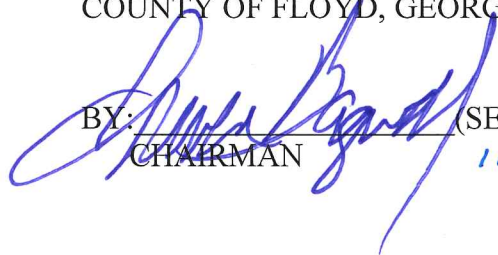
- D. Any amendment, modification, or alteration of the terms hereof shall not be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
- E. All provisions, sections, agreements, and covenants contained herein are severable, and in the event that any of them shall be held to be invalid by any competent Court, this contract shall be interpreted as if such invalid provisions, sections, agreements or covenants were not contained herein.



F. It is agreed by the parties hereto that this contract shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have, by and through their respective duly authorized officer, hereunto and unto a duplicate original, set their respective signatures and seals, the day and year first above written.

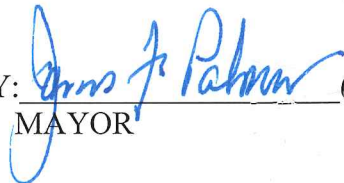
COUNTY OF FLOYD, GEORGIA

BY:  (SEAL)  
CHAIRMAN 11-13-12

ATTEST:

  
\_\_\_\_\_  
CLERK, COUNTY OF FLOYD 11-13-12

THE CITY OF CALHOUN

BY:  (SEAL)  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK, CITY OF CALHOUN

**ROME-FLOYD COUNTY PARKS AND  
RECREATION AUTHORITY AGREEMENT**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of APRIL, 2015, by and between the CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "the City," and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County," and the ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY, a body created by the City and the County, hereinafter called "the Authority;"

WITNESSETH:

WHEREAS, the City, the County, and the Authority, over forty (40) years ago, created the Authority to provide a single administrator for a county-wide recreation program, pursuant to Georgia Law (O.C.G.A. §§ 36-64-1 *et seq.*) and Section One, Article IX of the Georgia Constitution, and the City, the County and the Authority have recognized the Authority as the park and recreation service provider for all citizens; and

WHEREAS, it appears that the City and the County and all Floyd County citizens have benefited from a single comprehensive recreation and parks system under the direction of a single administrative unit; and

WHEREAS, the City, the County, and the Authority agree to continue to provide a single comprehensive recreation and parks system under the direction of a single administrative unit, and desire mutual cooperation and better facilities for all, the governing bodies of the City and the County have met and discussed proposals which will continue the recreation and parks system; and

WHEREAS, the governing bodies of the City and the County, by appropriate ordinance and resolution, have created the Authority, and wish to authorize its continuation and the continuation of the recreation and parks system, under terms established herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I

The parties recognize and authorize the Authority as the agency responsible for developing a program and vision for a comprehensive parks and recreation service system for Rome and Floyd County consistent with this agreement, and recognize and authorize that the Authority as a separate and distinct legal entity.

II

The City, the County, and the Authority entered into a twenty-five (25) year Agreement on the 1st day of January, 1973, which created a single administration for a county-wide recreation program, and created the Authority pursuant to Georgia Law and Section One, Article IX of the Georgia Constitution. On the 28<sup>th</sup> day of June, 1988, the City, the County, and the Authority entered into an Agreement for the construction of certain recreational facilities paid for from proceeds from a Special Purpose Local Option Sales Tax, said facilities being owned by the City. On April 28, 1998, the City, the County, and the Authority entered into an Agreement to “continue services of the established Authority under the applicable provisions of the Georgia Constitution and statutes.” (The 1973 and 1998 Agreements have been previously and collectively referred to as the “Contract.” A copy of the Contract is attached hereto as Exhibit “A.”) The City, the County, and the Authority entered into a modification of the Contract on the 20th day of December, 2007, wherein the Authority sought to “maximize its’ resources by contracting out various appropriate financial and human service responsibilities;” and adopted “SERVICE AGREEMENT PROCEDURES, affecting finance, personnel, purchasing and budget management functions,” a copy of the 2007 modification is attached hereto as Exhibit “B”. These prior agreements have expired by their terms; however, the ownership of the properties referred to therein, as well as the distribution or return of the properties between the City and the County, has not expired or been waived by any party. This agreement, together with the ordinances and resolutions to be adopted by the City and County respectively, shall constitute the sole documents and agreements between the parties as to the matters addressed herein. The City and the County will amend their respective current ordinances and resolutions, which are attached as Exhibits “C” and “D” to this agreement.

### III

The Authority shall remain an autonomous, independent body with appointments from both City and County Commissions, subject to five year terms. The City and the County may each appoint one of their respective commissioners, whose term will be at the discretion of the respective appointing body, to serve in an ex-officio position with no power to vote. No city commissioner or county commissioner may vote, or serve as chair or any other office of the Authority.

### IV

All employees of the Authority ("Recreation employees") shall become employees of Floyd County and shall be entitled to all benefits as other Floyd County employees subject to all policies and procedures for employment with the County. Recreation employees will be credited with their time of service upon becoming County employees. The Authority will relinquish oversight of the Director and Recreation employees, as well as financial oversight of operations as herein set forth.

### V

The City, the County, and the Authority recognize and accept that the Managers of the City and the County shall jointly be responsible for the selection, appointment, and annual review of a Director of the Authority for purposes of managing recreation programs, services, and employees.

### VI

The Authority, as ambassadors of recreation, will cultivate and encourage recreational and leisure activity needs for all citizens of Rome and Floyd County. There will be an immediate effort to significantly reduce or eliminate program registration and participation fees for football, cheerleading, baseball, softball, and basketball in an effort to greatly increase participation in youth sports for all children within Rome and Floyd County, while paying special attention to programming for areas with traditionally underserved children within the community.

### VII

No later than January 1, 2016, the following facilities will be maintained exclusively by the City at its sole expense: Historic Barron Stadium and Maddox Track, Throws Center off

Riverside Parkway, all multi-purpose Trail Facilities within the City of Rome, Legion Baseball Field behind the levee, and the downtown Tennis Center on West 3<sup>rd</sup> Street, Rome, Georgia. It is recognized that these specifically removed facilities (collectively, the "City Recreation Facilities") represent significant savings to Floyd County. The attached list of facilities and properties, marked as Exhibit "E," shall be the Joint Facilities to be operated, maintained and managed under the supervision, direction, and control of the Director of the Authority as set forth in this Agreement and the ordinances and resolutions of the City and the County. New facilities may be added to the list of Joint Facilities only by written amendment hereto executed by both the City and the County.

#### VIII

The County agrees to provide the necessary inmate labor from the Floyd County Prison, regularly and as reasonably requested by, but at no charge to (excluding the cost of transportation and Correction officer), the City, for purposes of maintaining the City Recreation Facilities as set forth in Paragraph VII above.

#### IX

The operation and maintenance of all facilities will continue at a level that is equal to or greater than prior years.

#### X

The term of this agreement shall be three (3) years, and this agreement will automatically renew for three (3) years, unless either the City or the County notifies the other at least sixty (60) days prior to automatic renewal, of its intent to non-renew. Either the City or the County may terminate this agreement without cause upon twelve (12) months notice to the other.

#### XI

All parties agree to meet to discuss recreation programs no less than one time annually.

#### XII

The provisions of this agreement shall become effective as of April 1, 2015.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hand and affixed their seals, the day and year first above written.

ATTEST:

Joseph F. Smith

CITY OF ROME, GEORGIA

BY: James D. ...

ATTEST:

Gauney J. Armstrong

FLOYD COUNTY, GEORGIA

BY: James M. ...

ATTEST:

David Mathis

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY

BY: [Signature]

GEORGIA, FLOYD COUNTY:

THIS AGREEMENT, made and entered into this 1st day of January, 1973, by and between the CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "The City," and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called "The County," and the ROME-FLOYD COUNTY RECREATION AUTHORITY, a body created by the City and the County, hereinafter called "the Authority;"

WITNESSETH:

WHEREAS, The City presently provides and operates an extensive recreation program for its citizens, and has done so for a number of years; and

WHEREAS, The County has arranged for its citizens living outside the corporate limits of the City of Rome to utilize and participate in said program, by paying a portion of the operations costs thereof as budgeted by the City; and

WHEREAS, The County has acquired lands throughout Floyd County to provide more recreational areas, and has begun to improve said facilities with the view of developing a county-wide recreation program; and

WHEREAS, there appears to be a potential of costly and inefficient duplication of services and lack of coordination in the maintenance of two separate programs; and

WHEREAS, it appears that The City and The County and all Floyd County citizens would benefit by the

merger of the two said recreation programs into a single, comprehensive program under the direction of a single administrative unit; and

WHEREAS, the governing bodies of The City and The County, desiring greater mutual cooperation and better facilities for all, have met and discussed proposals which appear to be fair and equitable; and

WHEREAS, the most feasible method of effecting a single administration for a county-wide recreation program is the creation and establishment of a recreation authority under the provisions of Chapter 69-6 of the Georgia Code and of Section One, Article IX of the Georgia Constitution; and

WHEREAS, both governing bodies, by appropriate ordinance and resolution, have created the Rome-Floyd County Recreation Authority and have authorized a formal contract between said bodies to determine the scope and powers of said Authority.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

I.

There is hereby established and recognized the Rome-Floyd County Recreation Authority created to implement and maintain a county-wide recreation program.

II.

The provisions of a certain ordinance of



City of Rome, Georgia, authorizing and creating said Authority, which ordinance was duly enacted on April 16, 1973 (a copy of which is hereto annexed as Exhibit "A") together with the provisions of a certain ordinance of Floyd County, Georgia, authorizing and creating said Authority, which ordinance was duly enacted on April 24, 1973 (a copy of which is hereto annexed as Exhibit "B") are hereby incorporated in this Agreement and adopted by the parties, and shall be mutually binding on the parties as if fully set out herein.

### III.

The City shall, and does hereby, lease to the Authority the equipment and materials presently designated to its recreation department and the lands and capital improvements set out in Exhibit "C" hereof, and the Authority shall put said properties to a use consistent with the stated purpose and objectives of the recreation program and shall protect and maintain same.

### IV.

The County shall, and does hereby, lease to the Authority its equipment and materials presently earmarked for recreational purposes and the lands and capital improvements set out in Exhibit "D" hereof, and the Authority shall put said properties to a use consistent with the stated purpose and objectives of the recreation program and shall protect and maintain same.

V.

The City and the County respectively shall pay, and be responsible for, the cost of all capital improvements in or on their respective properties made after the date of execution of this Agreement. In this context, "capital improvement" shall mean work (on property) that costs \$500.00 or more and that will last for more than one year.

VI.

The City and The County respectively, shall retain title to all the aforementioned properties and all present and future capital improvements.

VII.

The parties recognize that the City owns established and functional buildings and improved facilities of considerable worth and value, whereas, those of the County are in the process of improvement and development. The parties, and particularly the Authority, shall, in the expenditure of funds and operation of the recreation system, be guided by said general recognition. The facilities of the county-wide system shall not be improved or expanded at the expense of, or to the detriment of, the City-owned facilities in their present condition, reasonable and normal wear and tear excepted; failure in this regard shall constitute a breach of this Agreement.

VIII.

The parties recognize that the existing recreation programs employ, and provide benefits to, regular employees. The Authority shall first employ

persons presently employed in existing programs at :  
compensation at least equivalent to present rates.  
Existing programs of pension and other benefits shall  
be continued unaffected, unless voluntarily waived by an  
employee.

IX.

The term of this Agreement shall be twenty-five  
(25) years from the date of execution hereof, unless  
terminated sooner for cause.

X.

In the event this Agreement is terminated for  
cause, the exclusive use and possession of the respective  
lands and improvements of the City and County shall revert  
to the City and the County respectively, and an accounting  
and distribution of net assets equitable and just to the  
City and County shall be made.

XI.

In the event of dispute or disagreement between  
the City and the County as to the terms and conditions  
of this Agreement, during the term thereof, then said  
matter shall be submitted to arbitration pursuant to Chapter 7  
of the Georgia Code, with the City and the County each appoint-  
ing an arbitrator, and the two appointees appointing a third  
arbitrator.

XII.

The provisions of this Agreement and the existence

of the Authority shall be effective as of January 1, 1973

IN WITNESS WHEREOF, the parties hereto, by  
and through their duly authorized officers, have here-  
unto set their hand and affixed their seals, the day  
and year first above written.

ATTEST:

THE CITY OF ROME, GEORGIA

Mrs. Ray Beard

BY:

Ben Lucas

ATTEST:

FLOYD COUNTY, GEORGIA

Bruce A. Amble

BY:

G. L. [Signature]

ATTEST:

ROME-FLOYD COUNTY RECREATION  
AUTHORITY

John R. Chester

BY:

John H. [Signature]

8-  
Exhibit "A" Amendment

Adopted  
May 21, 1973

AN ORDINANCE TO AMEND CHAPTER 21 OF THE CODE OF THE CITY OF ROME, GEORGIA AND PARTICULARLY SECTION 21-2(b) THEREOF TO PROVIDE FOR A CHANGE IN THE STAGGERED TERMS OF MEMBERS OF THE RECREATION AUTHORITY; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES

SECTION I:

BE IT ORDAINED by the Rome City Commission and it is ordained by authority of same, that subsection (b) of Section 21-2 of the Code of the City of Rome, Georgia, be amended to read as follows:

"(b). In order that the terms of members shall be staggered and the term of at least one member shall expire every year, the original appointments shall be made by the City and County as follows: The City of Rome, by and through its Commission, and the County of Floyd, by and through its Board of Commissioners, shall each appoint one member for a one-year term. The City and the County shall each appoint one member for a two year term. The City shall appoint two members, each for a three-year term. The City and the County shall each appoint one member for a four-year term. The County shall appoint one member for a five-year term.

Upon the expiration of the three-year terms, the City shall appoint one replacement member and the County shall appoint one replacement member; and thereafter, the City and the County shall rotate the latter appointments so that every other time the City shall appoint both.

With the above exception, the City and the County shall appoint replacements for its

original appointees and shall fill vacancies  
for unexpired terms of its appointees."

SECTION II:

BE IT FURTHER ORDAINED by the Rome City Commission  
and it is ordained by authority of same, that all ordinances  
or parts of ordinances in conflict herewith be, and the same  
are hereby repealed.

EXHIBIT "A"

AN ORDINANCE TO AMEND CHAPTER 21 OF THE CODE OF THE CITY OF ROME, GEORGIA, BY STRIKING ARTICLE I OF SAID CHAPTER IN ITS ENTIRETY AND SUBSTITUTING IN LIEU THEREOF A NEW ARTICLE; TO PROVIDE FOR DISSOLUTION OF THE PRESENT PARKS AND RECREATION COMMITTEE AND REPLACEMENT BY A JOINT CITY OF ROME-COUNTY OF FLOYD RECREATION AUTHORITY; TO PROVIDE FOR THE COMPOSITION AND FUNCTIONS OF SAID AUTHORITY; TO PROVIDE FOR THE ENTRY OF THE CITY INTO AN AGREEMENT TO FORM SAID AUTHORITY AND TO OPERATE AND MAINTAIN A COUNTY-WIDE RECREATION SYSTEM; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

SECTION I.

BE IT ORDAINED by the Rome City Commission, and it is ordained by authority of same, that Article I of Chapter 21 of the Code of the City of Rome, Georgia, is hereby amended by striking it in its entirety and substituting in lieu thereof the following:

\*ARTICLE I. In General

\*Section 21-1. Rome-Floyd County Recreation Authority--Created.

"The Rome-Floyd County Recreation Authority, hereinafter referred to as the "Authority," is hereby created and established by and between the City of Rome, Georgia, hereinafter referred to as the "City," and Floyd County, Georgia, hereinafter referred to as the "County," as authorized by Georgia Laws 1946, pp. 152, 154; Georgia Laws 1964, pp. 319, 320; Georgia Laws 1971, pp. 262, 263; and said Recreation Authority shall be organized and empowered as set out in this Article.

\*Section 21-2. Same--appointment; terms; vacancy; removal.

\*(a) The Recreation Authority shall consist of nine appointed members, each (except the original appointees)

having terms of five years, commencing on June 1  
of each year.

(b) In order that the terms of members shall be staggered and the term of at least one member shall expire each year, the original appointments shall be made by the City and County as follows: The City of Rome, by and through its Commission, and the County of Floyd, by and through its Board of Commissioners, shall each appoint one member for a one-year term. The City and the County shall each appoint one member for a two-year term. The City shall appoint two members each for a three-year term, and the County shall appoint one member for a three-year term. The City and the County shall each appoint one member for a four-year term. Upon the expiration of the three-year terms, the City shall appoint one replacement member, and the County shall appoint <sup>one</sup> ~~two~~ replacement members; and thereafter, the City and the County shall rotate the latter appointments.

(c) The members shall serve until their successors are duly appointed and qualified.

(d) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(e) The City Commission shall have the authority to remove a city-appointed member.

(f) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.



**\*Section 21-3. Purpose and responsibility.**

"(a) The purpose of the Authority is to carry on a recreation program for the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. The Authority shall provide for expansion of facilities open to all citizens of the City and of the County, but shall consistently maintain the existing facilities of the City in at least its present good and serviceable condition.

(b) The Authority shall formulate, implement, operate, administer and maintain said recreation program to the best interest of all Floyd County citizens, expending such sums as are appropriated for its purposes by the City and the County governing bodies.

**\*Section 21-4. Name--Organization and Rules.**

"(a) The Authority shall elect its chairman, and such officers as are necessary, from among its appointed members. The terms of the chairman and such other officers shall be one year, or until their successors are duly elected and qualified.

(b) The Authority shall appoint a secretary who may be an officer or employee of the City of Rome, or of Floyd County, or of the Authority. The secretary shall keep minutes of the meetings and perform such other functions as may be required of him.

(c) The Authority shall make its own rules of procedure, consistent with the law of Georgia and with the authority granted it by this ordinance, the resolution of the County and the agreement between the City and the County hereinafter referred to.

**"Section 21-5. Same--Powers and duties:  
Budget; Fees.**

"(a) The Authority shall be vested, except as restricted herein, with all powers and duties as granted under Georgia Code Section 69-601, as it now exists, or as it may hereafter be amended.

(b) The Authority shall, each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance of the recreation program and showing expected expenditures in each of the recreation areas. The budget shall continue to be submitted to the City after the latter's annual appropriation to the Authority ceases.

(c) The Authority is empowered to establish, revise and collect fees and rentals for the use of recreation areas and to impose conditions and see requirements governing such use. Accurate records of such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.

(d) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(e) Nothing herein shall prevent the Authority from contracting with the City to perform work in the recreation areas, but performance by the City shall be the subject of separate charge and shall not be considered participation by the City.

"Section 21-6. Recreation director and other employees; duties.

"(A) The Authority shall appoint a recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the recreation program, but the salaries thereof shall be within and consistent with the budget established and approved.

(b) The duties of said director shall be to plan, organize, direct and control a county-wide recreation program, pursuant to the policy established by the Authority and within the budget submitted to and approved by the governing bodies of the City and County. He shall prepare and present to the Authority a suggested budget showing anticipated revenue and required expenditures.

"Section 21-7. Financial participation, retention of title to land and capital improvements; diminishing yearly contribution by City.

"(a) The City and the County shall, and do respectively retain title to all their respective lands and capital improvements connected with, and used in and by, the recreation program, and the Authority shall protect and maintain said properties. Further capital investment shall be made with respect to such property by the political subdivision having title thereto.

(b) The financial participation of the City and County in the recreation program shall begin on the basis of 50%-50%, with the contribution by the City to reduce by 5% each year for a period of ten years. The City shall contribute to the program for the year 1973:

\$116,875.00, or 50% of the approved Authority budget, whichever is less;

for the year 1974:

\$113,706.00, or 45% of the approved Authority  
budget, whichever is less;

for the year 1975:

\$113,135.00, or 40% of the approved Authority  
budget, whichever is less;

for the year 1976:

\$108,892.00, or 35% of the approved Authority  
budget, whichever is less;

for the year 1977:

\$102,670.00, or 30% of the approved Authority  
budget, whichever is less;

for the year 1978:

\$89,816.00, or 25% of the approved Authority  
budget, whichever is less;

for the year 1979:

\$75,462.00, or 20% of the approved Authority  
budget, whichever is less;

for the year 1980:

\$59,437.00, or 15% of the approved Authority  
budget, whichever is less;

for the year 1981:

\$41,599.00, or 10% of the approved Authority  
budget, whichever is less;

for the year 1982:

\$21,839.00, or 5% of the approved Authority  
budget, whichever is less;

for the year 1983 and succeeding years:

Floyd County shall finance the entire said budget,  
and the City shall not be required to contribute; provided

that, in no event, shall the rights of the City and its residents be abridged in any manner in the operation of the recreation program.

"Section 21-8. Contract.

"The Chairman and Secretary of the Rome City Commission are authorized to enter into and sign on behalf of the City of Rome, a contract with Floyd County, Georgia, to cooperate in the establishment of said Recreation Authority and a county-wide recreation program, to provide for the financial participation of the City in said program, to provide for a term, to provide for termination and arbitration, to provide for assurance that the integrity of the present City recreation system shall be maintained, and to contain such other terms as may be necessary to carry out the intentions of the parties.

SECTION II.

BE IT FURTHER ORDAINED by the Rome City Commission and it is ordained by authority of same, that all ordinances or parts of ordinances in conflict herewith be, and the same are hereby repealed.

CITY OF ROME - LANDS AND CAPITOL IMPROVEMENTS

C & M BUILDING	-1.5 acres on West Third Street, consisting of present recreation headquarters and maintenance facilities and gymnasium.
RIVERVIEW	-33.7 acres located behind levee on Coosa River, consisting of playground, concession stands and four (4) lighted baseball fields.
ROTARY PARK	-Approximately 10 acres, consisting of Memorial Gym, Barron Stadium, John Maddox Track, tennis courts, swimming pool and bath house and playground.
HARDY STREET PARK	-4 acres at Hardy Street and Cherokee Street, consisting of outdoor basketball court and athletic field.
MYRTLE PARK	-5.8 acres at Myrtle Street and Branham Avenue, consisting of playground and picnic area.
SUMMERVILLE PARK	-9 acres at Charlton Road and Oakwood Road, consisting of playground, softball field, tennis court, and picnic area.
NEELY PARK	-1.2 acres on City Clock Hill, consisting of Park with park benches.
VAUGHN ROAD	-12 acres, consisting of two (2) softball fields and duck pond.
JACKSON HILL	-Wooded area, including nature trails, picnic facilities, archery range-this area specifically excluding Rome Civic Center.

LIST OF FLOYD COUNTY RECREATION SITES

- ALTO PARK - Twenty (20) acres located in Land Lot 204, 4th District and 4th Section of Floyd County, Georgia, fronting on the Burnett Ferry Road.
- ARMURCHEE - Six (6) acres lying in the northwest corner of Land Lot 274, in the 24th District and 3rd Section of Floyd County, Georgia, between the west line of Land Lot 274 and Armurchee Creek on an extension of the Hatfield Road.
- CAVE SPRING - The present recreation site developed through Bureau of Outdoor Recreation by the City of Cave Spring and Floyd County, Georgia.
- COOSA - lying in Land Lot 175, 4th District and 4th Section, being approximately ten (10) acres and being adjacent to the Kramert Elementary School.
- ETOWAH - Located in Land Lot 232 of the 23rd District and 3rd Section of Floyd County, Georgia, containing 20.1 acres and being a part of the Floyd County Home property having access from the Kingston Road and being bordered by Mitchell and Wilshire Roads.
- MIDWAY - Being located in Land Lot 151 of the 22nd District and 3rd Section of Floyd County, Georgia, containing 8.1 acres having access from the Wax Road.

EXHIBIT "D"

CC-4-20-98  
EXHIBIT "A" cc 6-15-98

**CITY & COUNTY CONTRACT**  
**ROME-FLOYD PARKS AND RECREATION AUTHORITY**

THIS AGREEMENT, made and entered into this 21st day of April, 1998, by and between the CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "the City," and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County," and the ROME-FLOYD PARKS AND RECREATION AUTHORITY, a body created by the City and the County, hereinafter called "the Authority;"

WITNESSETH:

WHEREAS, the City and County presently recognize the Authority as the park and recreation service provider for all citizens, and have done so for the past twenty-five years; and

WHEREAS, it appears that the City and the County and all Floyd County citizens have benefited from a single comprehensive recreation and parks system under the direction of a single administrative unit; and

WHEREAS, the City and the County, wish to continue services of the established Authority under the applicable provisions of the Georgia Constitution and statutes; and

WHEREAS, both governing bodies, by appropriate ordinance and resolution, have created the Authority, and wish to authorize continuation of a formal contract between said bodies.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

I

The parties recognize and authorize the Authority as the agency responsible for developing, maintaining, and operating a comprehensive parks and recreation service system for Rome and Floyd County.

II

The City and County will amend their respective ordinance and resolution attached as Exhibit A and B of their present agreement.

III

The City shall, and does hereby, lease to the Authority the lands and capital improvements set out in Exhibit "C" hereof, and the Authority shall put said properties to a use



consistent with the stated purposes and objectives of the parks and recreation service system and shall protect and maintain same.

#### IV

The County shall, and does hereby, lease to the Authority the lands and capital improvements set out in Exhibit "D" hereof, and the Authority shall put said properties to a use consistent with the stated purposes and objectives of the parks and recreation service system and shall protect and maintain same.

#### V

The City and County shall retain title to their respective properties and all present and future capital improvements thereon. The Authority in their operation and the County in their funding will not arbitrarily or discriminately favor facilities in one jurisdiction over another. The operation and maintenance of all facilities will continue at a level equal to, or better than, in years prior to this contract.

#### VI

- (a) Capital improvements to the properties shall remain the responsibility of the respective governmental owners, both of which recognize that adequate annual capital budgets are important to assure a safe level of operation. The Authority shall administer capital projects by planning and managing to maximize capital dollars.
- (b) Certain projects such as CDBG projects may be procured and administrated by the City or the County, but will be done in consultation with the Authority.
- (c) The Authority will seek and administer grants and private assistance for capital projects.
- (d) The Authority will develop and maintain a prioritized five- (5) year improvement plan for capital projects and equipment needs.
- (e) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City reserves the right to add

facilities unilaterally if the City pays the entire operating and maintenance cost of the added facility.

- (f) The primary signage installed at any facility operated and maintained by the Authority shall include the wording "A Floyd County Funded Park". A uniform letter size, style and type of installation shall be approved by all parties prior to installation.

## VII

The Board of the Authority shall consist of nine voting members and two non-voting members whose terms shall begin July 1. The City of Rome shall appoint three (3) voting members; the Floyd County Board of Commissioners shall appoint six (6) voting members, of which one (1) shall be nominated by the Cave Spring City Council and approved by the County; the Rome City School Board shall appoint one (1) non-voting member; the Floyd County School Board shall appoint one (1) non-voting member. The City may use its own selection and appointing methodology; the County may use its own selection and appointing methodology; the school boards may use their own respective methodologies. The Authority Board may submit recommendations to the County, as Board posts become available.

In order to establish staggered terms, the initial appointments shall be three (3) persons for a four-year term and six (6) persons for five-year terms. Thereafter, all terms will be for five (5) years.

Notwithstanding any other provisions hereof, those persons currently serving as City and County appointees, excluding City Commissioners, shall be allowed to finish their terms, and the above process shall be in effect as new appointments are made. All current appointees will be considered for reappointment when their term expires if otherwise qualified.

Members of the Board may serve a maximum of two (2) consecutive complete terms.

The County may appoint only one commissioner, whose term will be at the discretion of the appointing body. No county commissioner may serve as chairperson of the Authority Board.

Members of the Authority Board may be involuntarily removed by the appointing body only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the Authority Board.

## VIII

Purchasing - The Authority shall use the same purchasing procedures, as does Floyd County and will work with the City and County purchasing agents to insure procurement effectiveness. Cooperative purchasing with the City and County should be used whenever possible. The Authority Board must approve sealed bids.

Auditing - The Authority will use an auditing firm selected by Floyd County. Audit procedures shall be in accordance with state law as it applies to counties. The Floyd County Comptroller shall have the same oversight responsibilities as with other Special Revenue Funds administered by the County.

Budgeting - Both the City and County will conduct with the Authority an annual meeting to review and plan for budget needs.

Revenue Generation - Recognizing that grants, private sector donations, fees and generated revenues are common practice in recreation and parks service delivery, the Authority is responsible for such revenue generation to assist operations and improvements. Citizen driven foundations and other authorized fund raising groups are permissible and encouraged by the County Commission; however, all such foundations and/or groups must be fully disclosed to and approved by the County before being formally established by the Authority Board. The foundations and/or fundraising groups shall be created and operated as required by State law. The Authority's Director is prohibited from serving as a member of any such citizen foundation or fundraising group, but may serve as staff support and administrative secretary to such group(s). The Authority will establish a revenue generation goal and annual objectives toward this important responsibility.

## IX

The Authority will be responsible for the following:

- (1) Conducting an annual meeting between the City Commission, County Commission, and Authority Board for services review, recommendations, and general feedback;
- (2) Conducting an orientation program for newly elected officials and Board members;
- (3) Providing City and County Managers with copies of Authority Board Meeting Minutes and other records;
- (4) Providing for the public and the governing bodies an Annual Report of progress, needs and concerns in parks and recreation facilities; and

(5) Recognizing that joint usage, planning, and improved communications are common goals, establishing an action plan to strengthen school-park relations.

X

Real Property - The recreation buildings and parklands will be owned by the City and County either independently or jointly. Capital improvements on real property will remain the responsibility of the respective owner/owners.

Personal Property - The Authority will own and hold title to equipment, vehicles, furnishings, and other personal property. Ownership would revert to the purchasing governmental body should this Agreement be terminated.

XI

The major responsibility for equipment and vehicles will be assumed by the countywide tax allocation. As new parks/facilities are added to the community, the owner/developer (City or County) will be responsible for additional equipment and/or vehicles adequate to sustain the start up operation. The City and County will assist by assigning used equipment to the Authority as reasonably possible.

XII

The term of this agreement shall be fifteen (15) years, with automatic renewal for fifteen (15) years upon agreement of the parties hereto.

XIII

In the event of dispute or disagreement between the City and the County as to the terms and conditions of this agreement, during the term thereof, said matter shall be submitted to non-binding arbitration, with the City and County each appointing an arbitrator, and the two appointees appointing a third arbitrator.

XIV

The provisions of this agreement shall become effective as of January 1, 1998.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hand and affixed their seals, the day and year first above written.

ATTEST:

Joseph T. Smith

ATTEST:

Gene Broome

CITY OF ROME, GEORGIA

BY:

Napoleon Fielder

FLOYD COUNTY, GEORGIA

BY:

Jeff H. B.

**AMENDMENT TO CITY AND COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY**

This agreement, made and entered into this 28th day of July, 1998, by the City of Rome, Georgia and Floyd County is for the sole purpose of amending the existing Rome-Floyd Parks and Recreation Authority contract approved by the City of Rome and Floyd County on April 21, 1998.

Both the city of Rome and Floyd County agree as follows:

Section VII, Paragraph 2 of the existing contract shall be amended to read

“In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a four-year term and two (2) persons for five (5) year terms; the initial appointment by the county shall be two (2) persons for four-year terms and four (4) persons for five (5) year terms. The initial appointees by post will serve as follows:

Post 1 and 2 (County) will serve a four-year term;

Post 3, 4, 5 (County) and 6 (County—Cave Spring) will serve a five-year term

Post 7 (City) will serve a four-year term

Post 8 and 9 (City) will serve a five-year term

Post 10 and 11 (City of Rome School Board and Floyd County School Board) will serve at the pleasure of their respective boards.”

The provisions of this agreement shall become effective immediately.

**FLOYD COUNTY, GEORGIA**

BY: Jeff H. B.

ATTEST: See Broome

**CITY OF ROME**

BY: George Pullen

ATTEST: Joseph Smith

CITY OF ROME ORDINANCE

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

EXHIBIT A

AN ORDINANCE TO AMEND THE PARKS, RECREATION AND CULTURAL AFFAIRS ORDINANCE OF THE CITY OF ROME, GEORGIA, AND PARTICULARLY PART III, CHAPTER 15, ARTICLE II, AND MORE PARTICULARLY SECTIONS 15-53(a), 15-53(b), 15-53(e), 15-54(a), 15-54(c), 15-55(a), 15-56(b), 15-56(f), 15-56(g), 15-56(h), 15-57(c), 15-58(a), 15-58(d), 15-58(e), 15-58(f), 15-58(g), 15-58(h); TO CHANGE THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE CITY AND/OR COUNTY; TO PROVIDE TERM LIMITS FOR THE MEMBERS; TO CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

SECTION I:

BE IT ORDAINED BY THE ROME CITY COMMISSION, and it is ordained by authority of the same, that DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY, and more particularly Sections 15-51 through 15-59, inclusive, of the Code of the City of Rome, Georgia, be amended to read as follows:

DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY

Sec. 15-51. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*The authority* means the Rome-Floyd County Parks and Recreation Authority.

Sec. 15-52. Creation.

The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the city and the county, as authorized by O.C.G.A. § 36-64-1 et seq. The authority shall be organized and empowered as set out in this article.

**Sec. 15-53. Appointment of members; terms; vacancy; removal.**

(a) The authority shall consist of nine (9) appointed voting members and two appointed non-voting members whose terms shall begin July 1, 1998. Except for the initial appointees, all terms will be for five (5) years.

(b) The City shall appoint three (3) voting members and the County shall appoint six (6) voting members. One of the County's voting members shall be an individual nominated by the Cave Spring City Council and approved by the County. Additionally, the Rome City School Board shall appoint one (1) non-voting member and the Floyd County School Board shall appoint (1) non-voting member. The City may use its own selection and appointing methodology; the County may use its own selection and appointing methodology; the school boards may use their own respective methodologies. The Authority Board may submit recommendations to the City and the County as vacancies become available.

In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a four-year term and two (2) persons for five (5) year terms; the initial appointment by the County shall be two (2) persons for four-year terms and four (4) persons for five (5) year terms.

(c) The members shall serve until their successors are duly appointed and qualified.

(d) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(e) Members of the authority may be involuntarily removed by the appointing body which originally appointed such member only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the authority.

(f) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

**Sec. 15-54. Purpose and responsibility.**

(a) The purpose of the authority is to develop, maintain, and operate a comprehensive parks and recreation service system for the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. The authority shall provide for expansion of facilities open to all citizens of the city and of the county, but shall consistently operate and maintain all facilities, whether titled in the City or County, at a level equal to, or better than, in years prior to 1998.

(b) The authority shall formulate, implement, operate, administer and maintain such recreation program to the best interest of all county citizens, expending such sums as are appropriated for its purposes by the city and the county governing bodies.



(c) Additionally, the Authority shall be responsible for the following: (1) Conducting an annual joint meeting among the City Commission, County Commission, and Authority Board for services review, recommendations, and general feedback; (2) Conducting an orientation program for newly elected officials and Board members; (3) Providing City and County Managers with copies of Authority Board Meeting Minutes and other records; (4) Providing for the public and the governing bodies an Annual Report of progress, needs and concerns in parks and recreation facilities; and (5) Recognizing that joint usage, planning, and improved communications are common goals, establishing an action plan to strengthen school-park relations.

**Sec. 15-55. Organization; rules.**

(a) The authority shall elect its chairperson, and such officers as are necessary, from among its appointed members. The terms of the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No city commissioner or county commissioner may serve as chairperson.

(b) The authority shall appoint a secretary who may be an officer or employee of the city, or of the county, or of the authority. The secretary shall keep minutes of the meetings and perform such other functions as may be required of him.

(c) The authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this article, the resolution of the county and the agreement between the city and the county referred to in this article.

**Sec. 15-56. Powers and duties; budget; fees.**

(a) The authority shall be vested, except as restricted in this article, with all powers and duties as granted under O.C.G.A. § 36-64-1 et seq.

(b) The authority shall, each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance and capital improvements of the recreation program and showing expected expenditures in each of the recreation areas. The City and County Commissions will conduct with the Authority an annual meeting to review and plan for budget needs.

(c) The authority is empowered to establish, revise and collect fees and rentals for the use of recreation areas and to impose conditions and set requirements governing such use. Accurate records of such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.

(d) The authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(e) Nothing in this article shall prevent the authority from contracting with the city to perform work in the recreation areas, but performance by the city shall be the subject of separate charges and shall not be considered participation by the city.

(f) . The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fund-raising groups shall be created and operated as required by Georgia law.

(g) The Authority shall use the same purchasing procedures as does Floyd County and will work with the City and County purchasing agents to insure procurement effectiveness. Cooperative purchasing with the City and County should be used whenever possible. Sealed bids must be approved by the Authority Board.

(h) The Authority will use an auditing firm selected by Floyd County. Audit procedures shall be in accordance with state law as it applies to counties. The Floyd County Comptroller shall have the same oversight responsibilities as with Special Revenue Funds administered by the County.

**Sec. 15-57. Parks and recreation director and other employees; duties.**

(a) The authority shall appoint a parks and recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the parks and recreation program, but the salaries thereof shall be within and consistent with the budget established and approved.

(b) The duties of the director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by the authority and within the budget submitted to and approved by the governing bodies of the city and county. He shall prepare and present to the authority a suggested budget showing anticipated revenue and required expenditures.

(c) The Authority's director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

**Sec. 15-58. Financial participation, retention of title to land and capital improvements; diminishing yearly contribution by city.**

(a) The City and County shall, and do, respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land

owner/owners.

(b) The financial participation of the city and county in the recreation program shall begin on the basis of 50 percent/50 percent for the year 1973, with the contribution by the city to reduce by five percent each year for a period of ten years.

(c) For the year 1983 and succeeding years, the county shall finance the entire budget, and the city shall not be required to contribute; provided that, in no event shall the rights of the city and its residents be abridged in any manner in the operation of the recreation program.

(d) Certain projects such as CDBG projects may be procured and administered by the City or the County, but will be done in consultation with the Authority.

(e) The Authority will seek and administer grants and private assistance for capital projects.

(f) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

#### Sec. 15-59. Contract.

The chairman and secretary of the city commission are authorized to enter into and sign on behalf of the city a contract with the county to cooperate in the establishment of the authority and a county wide recreation program; to provide for the financial participation of the city in such program; to provide for a term; to provide for termination and arbitration; to provide for assurance that the integrity of the city recreation system shall be maintained; and to contain such other terms as may be necessary to carry out the intentions of the parties.

#### SECTION II:

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.

CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
EXHIBIT B

GEORGIA, FLOYD COUNTY:

WHEREAS, under the provisions of Georgia Laws 1946, pp. 152, 156, and is mentioned by Georgia Laws 1964, pp. 319, 320, and Georgia Laws 1971, pp. 262, 263, and also, under the provisions of Section One, Article IX, of the Constitution of the State of Georgia, Section 3, thereof, by the creation of a Parks and Recreation Authority, with membership to be appointed as hereafter provided by the governing authorities of the City of Rome and Floyd County, and

NOW, BE IT RESOLVED, and it is hereby resolved by the authority of the same, that this Board pursuant to the laws set out above, and in agreement with the City of Rome, does hereby jointly and in concert with the same, authorize the continuation of the ROME-FLOYD PARKS AND RECREATION AUTHORITY, to be composed of Nine (9) voting members, and two (2) non-voting members said appointments to be made in the following manner:

(a) The Governing Authorities of the City of Rome and Floyd County shall appoint the Board of the Authority as follows:

(1) The County shall appoint six (6) voting members to the Authority Board, of which one (1) shall be nominated by the Cave Spring City Council and approved by the County. Only one County commissioner may be appointed to the Authority Board whose term will be at the discretion of the County.

(2) The City shall appoint three (3) voting members to the Authority Board. Only one City Commissioner may be appointed to the Authority Board whose term will be at the discretion of the City.

(3) The Rome City School Board and Floyd County School Board shall each appoint one (1) non-voting member

(4) The members of the Authority Board shall serve a maximum of two (2) consecutive five-year terms.

(5) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(6) The County Commission shall have the authority to remove a County-appointed member for the following reasons: A) Failure to meet attendance requirements (members missing three consecutive meetings or four meetings in one year) are subject to being replaced); B) Malfeasance in office; C) Indictment for a crime involving moral turpitude, criminal activity or, D) A recommendation of the other members of the Authority Board.

(7) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

(8) The County will allow the Authority Board to submit a list of possible Board member candidates for consideration as Board posts become available (the candidates list is for recommendations purposes only and will be non-restrictive in nature).

(b) The Authority shall be vested with the responsibility and duty to plan, develop and maintain a parks and recreation service system for the City and the County without duplication of services and expense and with the fairness and equity to both political subdivisions.

(c) The Authority shall provide for expansion of facilities open to all citizens of the City and of the County.

(d) The Authority shall plan, formulate, implement, operate, administer and maintain said parks and recreation service to the best interest of all Floyd County citizens.

(e) The Authority shall elect its chairman, and such officers as are necessary, from among its appointed members. No City or County Commissioner may serve as Chairperson of the Authority Board. The terms of the chairman and such other officers shall be one year, or until their successors are duly elected and qualified.

(f) The Authority shall appoint a secretary who will keep minutes of the meetings and perform such other functions as may be required of him.

(g) The Authority shall make its own policies and procedures, consistent with the laws of Georgia and with the authority granted by the Agreement between the City and County hereinafter referred to.

(h) The Authority shall be vested, except as restricted herein, with all powers and duties as granted under Georgia Code Section 69-601 as it now exists, or as it may hereafter be amended.

(i) The Authority shall appoint a parks and recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the parks and recreation service system, but the salaries thereof shall be within and consistent with the budget established and approved. The duties of said director shall be to plan, organize, direct and control a county-wide parks and recreation system, pursuant to the policies established by the Authority and within the budget submitted to and approved by the governing bodies of the City and County. He shall prepare and present to the Authority Board a suggested budget showing anticipated revenue and required expenditures.

(j) The Authority shall each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance, and capital improvements of the parks and recreation system.

(k) Operations and Maintenance shall be funded by the Floyd County tax base appropriation, and the City shall not be required to contribute, provided that, in no event, shall the rights of the City and its residents be abridged in any manner in the operation of the parks and recreation service system.

(l) The City and the County shall, and do respectively retain title to all their respective lands and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. Further capital investment shall be made with respect to such property by the political subdivision having title thereto.

(m) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(n) Real Property - The recreation buildings and park lands will be owned by the City and County either independently or jointly. Capital improvements on real property will remain the responsibility of the respective owner/owners.

(o) Personal Property - The Authority will own and hold title to equipment, vehicles, furnishings, etc. Ownership would revert back to the purchasing

governmental body (most personal property items are purchased by the County Government) if an impasse in the Contract Agreement was to occur.

(p) The Authority is empowered to establish, revise and collect fees and rentals for the use of parks and recreation services and to impose conditions and set requirements governing such use. Accurate records of such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.

(q) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services in accordance with the terms of the Recreation Contract.

(r) Nothing herein shall prevent the Authority from contracting with the County to perform work in the parks and recreation areas, but performance by the County shall be the subject of separate charge and shall not be considered participation by the County in accordance with the terms of the Recreation Contract.

The Chairman and Secretary of the Floyd County Commission are authorized to enter into and sign on behalf of Floyd County, a contract with the City of Rome, Georgia, to cooperate in the empowerment of said Authority and a county-wide parks and recreation service system, to provide for the financial participation of the County in said program, to provide for a term, to provide for termination and arbitration, to provide for assurance that the integrity of the present County parks and recreation system shall be maintained, and to contain such other terms as may be necessary to carry out the intentions of the parties.

BE IT FURTHER ORDAINED by the Floyd County Commission and it is ordained by authority of same, that all ordinances or parts of ordinances in conflict herewith be, and the same are hereby repealed.

Said contract shall further provide that in the event any conflict or disagreement, as to the terms and conditions of said contract shall arise, during the period of said contract, that the matter shall be settled by non-binding arbitration, with the City of Rome and the County of Floyd each appointing an Arbitrator, and the two appointees appointing a third Arbitrator.

CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
EXHIBIT C  
CITY OF ROME REAL PROPERTY

HAMLER CENTER 1.5 acres on West Third Street, consisting of present parks and recreation headquarters, maintenance center, recreation center and gymnasium.

RIVERVIEW PARK 33.7 acres located behind levee on Coosa River, consisting of Youth Sports Complex to include a 4-field Baseball Complex, 2 Field Football/Soccer Complex, playground and Legion Baseball Field.

WEST THIRD COMPLEX Approximately 13 acres, consisting of memorial Gym, Barron Stadium, Fitness Center, John Maddox Track, Gymnastics Center, Activities Building, and 16-court Tennis Center.

PARKS HOKE PARK 6 acres at Hardy Street and Cherokee, consisting of outdoor basketball court, multi-purpose field, horseshoe pits, playground, softball/baseball field, and volleyball court.

TOLBERT PARK 11 acres at Charlton Road and Oakwood Road, consisting of outdoor basketball court, multi-purpose field, creek, picnic areas, playground, softball/baseball field, and 2 unlighted tennis courts.

RIDGEFERRY PARK 60 acres at Riverside Parkway, consisting of multi-purpose pavilion, fishing and river access, 3 picnic shelters, playground, 2 restroom facilities, natural and paved trails, 2 sand volleyball courts, wetlands demonstration area, and rowing storage facility.



CRANE STREET PARK	7 acres at Crane Street, consisting of outdoor basketball court, multi-purpose field, playground, softball/baseball field, and 1 unlighted tennis court.
DIVISION STREET PARK	7 acres at Division Street, consisting of outdoor basketball courts, multi-purpose field, picnic shelter, playground, softball/baseball field, 2 unlighted tennis courts and 1 volleyball court.
EAGLE PARK	5 acres at Callahan and O'Neil Street, consisting outdoor basketball courts, playground, softball/baseball field.
MAPLE STREET PARK	5 acres at Maple Street, consisting of Gymnasium, outdoor basketball courts, horseshoe pit, picnic areas, playground, and restrooms.
NORTHSIDE SWIM CENTER	4 acres at Kingston Road, consisting of outdoor aquatics center (pool and water slide), restrooms, concession stand and showers.
TRAILS/ THE RIVERWALK	All Riverwalk trails and downtown trail system.
EAST ROME RECREATION CENTER	Recreation Center located adjacent to Southeast Elementary School.

CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
EXHIBIT D  
FLOYD COUNTY REAL PROPERTY

ALTO PARK	68 acres, consisting of a 5 field lighted softball complex, and a 2 field lighted softball complex, 3 concession stands, 3 restroom facilities, 10 lighted tennis courts, 2 playgrounds, picnic shelter, natural trails, and volleyball court.
ARMUCHEE PARK	31 acres consisting of outdoor basketball courts, fishing, creek, picnic shelter, playground, restrooms, 3 softball/baseball fields, and 2 tennis courts.
CAVE SPRING PARK	10 acres, consisting of outdoor basketball courts, multi-purpose field, picnic shelter, playground, restrooms, 2 softball/baseball fields (1 lighted, 1 unlighted), and 2 lighted tennis courts.
COOSA PARK	11 acres, consisting of outdoor basketball courts, picnic shelter, playground, restrooms, softball/baseball fields, and 2 unlighted tennis courts.
ETOWAH PARK	100 acres, consisting of Senior Adult Recreation Center, Golf Practice Facility, 6 field youth baseball/softball/t-ball complex (4 lighted, 2 unlighted), 8 lighted tennis courts with central control building, outdoor in-line skate center, paved trails, 3 restroom facilities, 2 concession stands, 2 playgrounds, picnic shelter.
MIDWAY PARK	12 acres, consisting of outdoor basketball courts, picnic shelter, playground, 4 softball/baseball fields and batting cage.
GARDEN LAKES	38 acres, consisting of Recreation Center, Gymnasium, outdoor basketball courts, multi-purpose fields, picnic areas, accessible playground, restrooms, tennis court, paved trails, 1 volleyball court, nature trail. PROPOSED: soccer complex and swimming pool.

LOCK & DAM PARK	73 acres, consisting of campground (RV, group, and tent camping,) Trading Post exhibition center, fishing and boat ramp, horseshoe pits, river, picnic shelters, playground, restrooms, shower and laundry facility, natural trails, observation tower, volleyball court, fishing pier. PROPOSED: Major Lock Activation.
RIVERSIDE PARK	8 acres at Riverside Drive, consisting of softball/baseball field, concession stand, tennis court, volleyball court, and restroom.
SHANNON PARK	22 acres, consisting of Recreation Center, outdoor basketball courts, multi-purpose field, picnic areas, playground, restrooms, softball/baseball field, 4 lighted tennis courts, paved trails, and volleyball court.
WOLFE PARK	17 acres, consisting of Recreation Center, outdoor basketball courts, multi-purpose field, creek, picnic areas, playground, restrooms, softball/baseball field, paved trails, 2 tennis courts.
MONTGOMERY, LANDING	6 acres, consisting of fishing and boat ramp, lake picnic area. PROPOSED: future restroom.
OLD RIVER ROAD LANDING	2 acres, consisting of fishing and boat ramp on river.
SIMMS MTN. TRAIL	24 acres, consisting of natural trails, parking areas and signage.
SOUTH FLOYD PARK	30 acres, PROPOSED FUTURE DEVELOPMENT: sports fields, trails, outdoor courts.

Rec  
12-17-07

**SERVICE AGREEMENT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
FLOYD COUNTY AND CITY OF ROME**

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of December, 2007, by the Rome-Floyd Parks and Recreation Authority, herein after called the "Authority," the City of Rome, hereafter called the "City," and Floyd County, hereinafter called the "County," all of the foregoing being referred to as "the parties."

WITNESSETH:

WHEREAS, the Authority is duly recognized by Rome and Floyd County as the agency responsible for developing, maintaining, and operating a comprehensive parks and recreation service system; and

WHEREAS, the Authority is seeking to maximize its' resources by contracting out various appropriate financial and human service responsibilities;

WHEREAS, the City and County entered a Contract, dated April 21, 1998, regarding the Authority and its operation; and

WHEREAS, the County has expressed interest in assisting with Authority service desires.

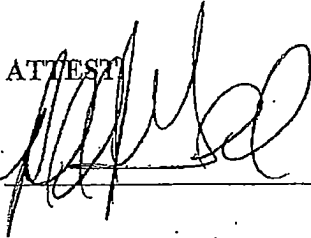
NOW THEREFORE, the Authority, the City and the County agree as follows:

- I. The parties recognize and accept the service procedures as outlined in Exhibit "A", SERVICE AGREEMENT PROCEDURES, affecting finance, personnel, purchasing and budget management functions.
- II. The provisions of this Agreement shall be subject to annual review, and the Agreement may be terminated upon approval by two (2) of the three (3) parties involved in this Agreement at the end of any service year (December 31) with a minimum of one hundred twenty (120) days notice. Termination of this Agreement does not affect the responsibility of any party under the April 21, 1998 Contract.

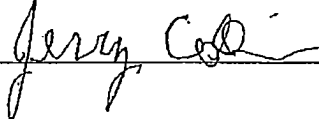
IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereto set their hands and affixed their seals, the day and year first above written.

SIGNATURES COMMENCE ON FOLLOWING PAGE

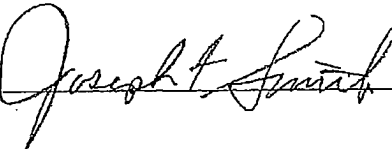
ATTEST:

  
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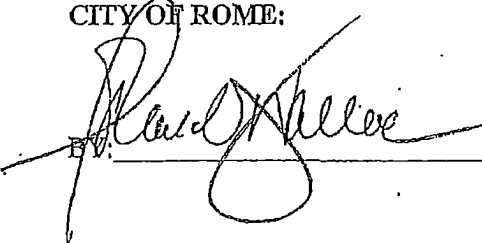
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BY:   
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ATTEST:

  
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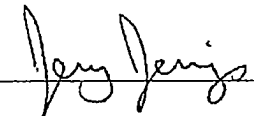
CITY OF ROME:

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

FLOYD COUNTY:

BY:   
\_\_\_\_\_

## EXHIBIT "A"

### RFPRA and FLOYD COUNTY SERVICE AGREEMENT PROCEDURES

#### FINANCIAL PROCEDURES

1. Accounts Payable:
  - a. Authority will issue P.O.'s and handle computer entry.
  - b. Authority will match invoices with P.O.'s and receiving tickets and submit to Floyd County Finance for payment.
  - c. Floyd County will handle computer entry for invoices as they are received.
  - d. Floyd County will process all payables, general O&M and Capital accounts except for city SPLOST projects, on a timely basis, to take advantage of discounts. Authority name will not appear on checks made to vendors.
  
2. Accounts Receivable:
  - a. Authority will process cash receipts from fees, rentals, admissions, sponsorships, retail sales, memberships, concessions, grants, donations, etc.
  - b. Authority will make daily deposits into a Floyd County-RFPRA account with Floyd County receiving deposit slips for verification.
  - c. Floyd County will handle daily computer entry of cash receipts into designated accounts.
  
3. Payroll:
  - a. Floyd County will process all payroll checks for Authority on a biweekly basis.
  - b. Authority will prepare and submit payroll requests per Floyd County's established deadline.
  
4. Finance Procedure
  - a. RFPRA accounting function will be administered under the direction of the County Comptroller/Finance Director.

#### PERSONNEL PROCEDURES

1. Insurance:
  - a. Authority employees will be covered by the county insurance plan.
  
2. Retirement:
  - a. Retirement decisions remain with the Authority Board.
  
3. Classification and Pay Plan:
  - a. Authority employees will be classified in accordance to Floyd County pay and classification plan.
  - b. Authority employees will be granted the same pay privileges and benefits as Floyd County employees.
  - c. Authority employees will be "at-will" employees.

4. Personnel Policies:
  - a. Any changes to existing personnel policies must be reviewed by County Attorney.

#### PURCHASING PROCEDURES

1. Authority will adhere to Floyd County Purchasing Policies.
2. The Authority will issue P.O.'s.
3. Blanket P.O.'s can be issued to cover weekend and evening purchases (outside regular office hours.)
4. Exclusive purchasing agreements with vendors will be honored, i.e. Coca-Cola Company.
5. Customary purchases necessary to operate events, festivals, programs, etc. will be permitted.

#### BUDGET MANAGEMENT PROCEDURES.

1. General O&M Budget:
  - a. Authority Board will develop and submit an annual Operations and Capital Budget to Floyd County and a Capital Budget to the City of Rome by October 1 of each year.
  - b. Floyd County will approve annual funding for Operations and Capital Improvements for the Authority.
  - c. Floyd County's budget system is line item. Authority's budget is an enterprise system.
  - d. Authority Board will manage its O&M and Capital budgets, making adjustments as appropriate. Account line changes will be in accordance with the County Finance Department's guidelines/procedures.
2. Special Carryover Accounts:
  - a. Separate accounts and fund balances will be maintained on designated carryover accounts, i.e. Hall of Fame, Rome Relays, etc., keeping them as sub-departments of the Authority.
3. Grants Administration
  - a. Authority will handle grants administration, as in the past.
  - b. Floyd County will front expense allocations required to attract matching grant funds (this includes City projects as well as County projects.)
4. Other:
  - a. Funds in the Floyd County-RFPRA account will earn interest income.
  - b. A petty cash amount can be maintained at the Authority office. The Authority and Floyd County Finance Department will make monthly reconciliation's and journal entries.
  - c. Authority will continue management of an annual fund balance and is encouraged to maintain a fund balance for emergency and contingency purposes.
  - d. City and County capital funds will be transferred to a Rome-Floyd Parks and Recreation Authority fund on a quarterly basis beginning in January of each year.

At least twenty-five percent (25%) of the City's and County's budget for capital will be paid at the beginning of each quarter for the first three (3) quarters of the Authority's fiscal year, and full funding will be provided for any project completed during the prior quarter. Appropriate expenditure records/documentation will be provided to the City and County finance departments for each project on a timely basis. The fourth quarter payment will be evaluated and adjusted, and fourth quarter payments will be based upon actual expenditures incurred.



**CITY OF ROME ORDINANCE**

**ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT**

**EXHIBIT C**

AN ORDINANCE TO AMEND THE PARKS, RECREATION AND CULTURAL AFFAIRS ORDINANCE OF THE CITY OF ROME, GEORGIA, AND PARTICULARLY PART III, CHAPTER 15, ARTICLE II, AND MORE PARTICULARLY SECTIONS 15-51, 15-52, 15-53(a), 15-53(b), 15-53(c), 15-53(g), 15-54(a), 15-55(a), 15-55(c), 15-56(a), 15-56(b), 15-56(c), 15-56(d), 15-56(e), 15-56(f), 15-56(g), 15-56(h), 15-56(i), 15-56(j), 15-56(k), 15-57(a), 15-57(b), 15-58(c), 15-58(d), 15-58(e), 15-59; TO CHANGE THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE CITY AND/OR COUNTY; TO PROVIDE TERM LIMITS FOR THE MEMBERS; TO CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

**SECTION I:**

BE IT ORDAINED BY THE ROME CITY COMMISSION, and it is ordained by authority of the same, that DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY, and more particularly Sections 15-51 through 15-59, inclusive, of the Code of the City of Rome, Georgia, are hereby amended to read as follows:

**DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY**

**Sec. 15-51. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*The Authority* means the Rome-Floyd County Parks and Recreation Authority.

*The City* means the City of Rome, Georgia.

*The County* means Floyd County, Georgia.

*Director* means the appointed person selected by the City and County Managers as the Executive of the Authority.

**Sec. 15-52. Creation.**

The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the city and the county, as authorized by O.C.G.A. § 36-64-1 et seq. The Authority shall be organized and empowered as set out in this article.

**Sec. 15-53. Appointment of members; terms; vacancy; removal.**

(a) The Authority shall consist of seven (7) appointed voting members. Others may serve on the Authority as ex-officio, non-voting members. The appointed voting members terms shall begin July 1, 2015. Except for the initial appointees, all terms will be for five (5) years.

(b) The City shall appoint three (3) voting members and the County shall appoint four (4) voting members. The Cave Spring City Council, the Rome City Schools and Floyd County Schools shall each have one appointment to serve as an ex-officio, non-voting member. Each governmental entity may use its own selection and appointing methodology. In addition to the Floyd County and Rome City Managers, the County and the City may each appoint one of their respective commissioners to each serve as an ex-officio non-voting member to the Authority Board.

(c) In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a five-year term, one (1) person for a four-year term and one (1) person for two-year term; the initial appointment by the County shall be two (2) persons for three-year terms, one (1) person for a five-year term, and one (1) person for one-year term. The members shall serve until their successors are duly appointed and qualified. Members of the Authority may serve up to two consecutive five-year terms.

(d) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(e) Members of the Authority may be involuntarily removed by the appointing body which originally appointed such member only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude, or unanimous recommendation of the other members of the Authority.

(f) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

(g) The absence of any member for three consecutive regular meetings without leave except when such absence is made necessary by sickness or other similar causes will declare vacant the seat of such member, in which the vacancy thus created shall be filled by the appropriate appointing governing body.

(h) All Authority Members are expected to attend an orientation session upon joining the Authority. Additionally, it is expected that all members be present for at least 75% of regularly scheduled meetings each calendar year.

**Sec. 15-54. Purpose and responsibility.**

(a) The purpose of the Authority is to serve as a citizen board to advise the Floyd County Commission and Rome City Commission, the Floyd County and Rome City Managers, and the Director of the Authority, on various matters pertaining to the operation of park facilities and recreation programs within Rome and Floyd County, to make policy recommendations to Floyd County and the City of Rome, and to carry out duties as may be assigned to them by the respective County and City Commissions. This purpose is to assist in the developing, maintaining, and operating a comprehensive parks and recreation service system for the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. Facilities shall be open to all citizens of the City and of the County. The goal of the Authority shall be to assure that operation and maintenance of all facilities, whether titled in the City or County, will continue at a level equal to, or better than, in prior years.

**Sec. 15-55. Organization; rules.**

(a) The Authority shall elect its chairperson and vice chairman from among its appointed voting members, provided one shall be a County appointee and the other a City appointee. The terms of the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No elected official or City and/or County Manager may serve as chairperson.

(b) In the event of the resignation of any officer, the members shall elect a successor in accordance with subsection (a) above. The department shall designate staff members to serve in the capacity of Secretary. The Secretary is responsible for distributing meeting agendas, minutes, and other relevant information to Authority members. The Parks and Recreation Director is the primary point of contact in the department for the Authority officers and members.

(c) The Authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this article, the resolution of the County and the agreement between the City and the County referred to in this article. Any amendments or modifications to this article must be approved by the City and the County.

**Sec. 15-56. Powers and duties; budget; fees.**

(a) The Chairperson of the Authority shall preside at all meetings of the Authority and shall perform such other duties as may be determined by the Authority.

(b) The Vice Chairperson shall assume the duties of the Chairperson in his or her

absence.

(c) The Director of Parks and Recreation is responsible for the general administration of the Department and for carrying out the policies recommended by the Authority when approved by the appropriate governing body. In conjunction with the County and City Managers, the Parks and Recreation Director shall be the agent of the Rome Floyd Parks and Recreation Authority and to that end shall supervise the operation of all the Department's activities. The Director shall submit a detailed report of activities and administration of the programs of the Parks and Recreation Department to the City and County Managers and to the Authority at each regular meeting for the month prior to the meeting.

(d) The Board Secretary is responsible for notifying Authority Members and the public of all meetings. The Secretary is responsible for keeping minutes of each meeting and for distributing meeting agendas, minutes, and other relevant information to Authority members, Department staff, and the public.

(e) The Authority shall make recommendations affecting recreation policies, programs, finances, developing or closing a park facility and land acquisition related to the Department's programs and policies. Such recommendations shall be forwarded to and approved by the appropriate governing body. The Authority's recommendations are advisory in nature. The Authority shall be responsive to the concerns and needs of the community and shall support the Department to ensure that the community's needs are met. The Authority shall study, review, and formulate solutions to alleviate problems concerning recreational activities. They shall enlist the cooperation of community, religious, professional, civic, labor and business organizations and other identifiable groups (i.e. YMCA, Boys & Girls Club, among others) within the county in programs and campaigns devoted to the improvement of recreational opportunities. Formal recommendations of the Authority shall be communicated with City and County Commissions by and through the Parks and Recreation Director.

(f) The Authority shall work with the Director each calendar year to establish an operating budget to be approved by the Floyd County Commission and accompanying capital budgets to be approved by the appropriate governing body. The Authority shall advise the Director who shall annually establish program participation and facility rental fees that seek to meet the overall objectives of the County and the City as well as furthering the overall mission of the Authority. Within the annual budget, the Authority shall endeavor to establish and manage a comprehensive scholarship program that serves to increase youth participation in all sports.

(g) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such

bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(h) Nothing in this article shall prevent the Authority from contracting with the City for the City to perform work in the recreation areas, but performance by the City shall be the subject of separate charges.

(i) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fund-raising groups shall be created and operated as required by Georgia law.

(j) Meetings:

- (i). Regular monthly meetings of the Rome-Floyd Parks and Recreation Authority shall be held at a time and place agreed upon by the majority of the membership and shall not conflict with City or County meeting schedules.
- (ii). Special meetings may be called by the Chairperson or upon written request from a majority of the body with a minimum 48-hour public notice, but such meetings may not conflict with City or County Commission meeting schedules.
- (iii). A majority (4 of the 7 voting members) of the members constitute a quorum.
- (iv). In case of an expected absence from a meeting, the Authority member should notify the Secretary and Director.
- (v). The process for conducting meetings will adhere to Roberts Rules of Order. The Authority Chairperson and the Director shall endeavor to create a meeting agenda and distribute it in advance to all Authority members, at least 24-hours prior to the meeting. Requests for changes or additions to the agenda should be submitted to the Chairperson and/or the Director.
- (vi). All meetings are open to the public.
- (vii). A joint meeting with both Governing Authorities shall be held no less than once annually.

(k) Committees:

- (i). The Chairperson may appoint such committees, standing or special, as may be authorized by the Authority.
- (ii). The Chairperson and the Director of Parks and Recreation shall be ex-officio members of all committees and, as such, shall be notified of all meetings.
- (iii). An Executive Committee consisting of the Chairperson, Vice Chairperson, and one other Authority member appointed by the members, shall meet with the Department Director and other staff as needed to manage logistics, responsibilities, and general activities of the Authority.

**Sec. 15-57. Parks and recreation director and other employees; duties.**

(a) The City and County Managers shall appoint the Parks and Recreation Director, but the salary thereof shall be within and consistent with the budget established and approved.

(b) The duties of the Director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by this Agreement and the Authority and within the budget submitted to and approved by the governing bodies of the City and County. The Director shall prepare and present to the County and City a suggested budget showing anticipated revenues and required expenditures.

(c) The Director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

**Sec. 15-58. Financial participation, retention of title to land and capital improvements; diminishing yearly contribution by City.**

(a) The City and County shall, and do, respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land owner/owners.

(b) Since the year 1983 and for all succeeding years, the County shall finance the operating budget, and the City shall not be required to contribute. No matter which governmental entity is responsible for operation or maintenance of a particular facility, in no event shall the rights of the city or the County and their residents be abridged in any manner in the operation of the recreation program.

(c) Certain future projects such as CDBG projects may be procured and administered by the City or the County, in consultation with the Authority.

(d) The Authority will seek and administer grants and private assistance for capital projects. Any such capital improvement will inure to the benefit of the owner of that facility.

(e) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

**Sec. 15-59. Contract.**

The chairman and secretary of the city commission are authorized to enter into and sign on behalf of the city a contract with the county to cooperate in the establishment of the Authority and a county wide recreation program; to provide for the financial participation of the city in such program; to provide for a term; to provide for termination and arbitration; to provide for assurance that the integrity of the recreation system shall be maintained; and to contain such other terms as may be necessary to carry out the intentions of the parties.

**SECTION II:**

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.

FLOYD COUNTY ORDINANCE

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

EXHIBIT D

AN ORDINANCE TO AMEND THE PARKS AND RECREATION ORDINANCE OF FLOYD COUNTY, GEORGIA, AND PARTICULARLY PART II, CHAPTER 2, AND MORE PARTICULARLY SECTIONS 2-13-1, 2-13-2, 2-13-3; TO ADD DEFINITIONS, CHANGE THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE COUNTY AND/OR CITY; TO PROVIDE TERM LIMITS FOR THE MEMBERS; TO PROVIDE THAT THE AUTHORITY IS AN ADVISORY BOARD; TO CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FLOYD COUNTY, GEORGIA, and it is hereby ordained by authority of the same, that the Code of Floyd County, Georgia, is amended as follows:

**SECTION I:**

CHAPTER 2-13.PARKS AND RECREATION , and more particularly Sections 2-13-1 through 2-13-3, inclusive, of the Code of Floyd County, Georgia, are hereby amended, by deleting Sections 2-13-1 through 2-13-3, inclusive, in their entirety, and be amended to read as follows:

**Sec. 2-13-1. Definitions.**

As used in this chapter, the following terms shall have the respective meanings ascribed to them:

*Alcoholic beverages:* All intoxicating beverages, malt beverages, wine or any other beverages containing any alcohol whatsoever.

*Authority:* The Rome-Floyd County Parks and Recreation Authority.

*Building:* Any structure attached to the ground which as a roof and which is designed for the shelter, housing or enclosure of persons, animals or property of any kind. The word "building" includes the word "structure."



*The City:* The City of Rome, Georgia.

*The County:* Floyd County, Georgia.

*Destination park:* An outdoor recreational area owned by the County providing opportunities for fishing, camping, hiking, boating, picnicking and nature study, but excluding any organized athletic leagues or similar youth-oriented activities.

*Director:* The appointed person selected by the City and County Managers as the Executive of the Authority.

*Firearm:* Any armament that is designed to or may readily be converted to expel a projectile by the action of an explosive or the frame or receiver of any such armament, any firearm muffler or firearm silencer, or any disruptive device as defined in 18 U. S. C. Section 921(a)(3).

*Litter:* All garbage, refuse, paper, rubbish, debris, trash and all other waste material, whether natural or artificial.

*Recreation facilities:* All recreation areas and parks, including land, buildings, lakes, swimming pools, and all other property and buildings owned, leased or managed by the County or the Authority or their designated agents or departments.

*Vehicle:* Any motor-driven equipment, automobile, truck, motorcycle, bicycle or sled.

*Weapon:* Any hatchet, ax, bb-gun, air gun, slingshot, bow, or other similar device.

**Sec. 2-13-2. – Joint City-County Recreation Authority.**

A. The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the City and the County, as authorized by O.C.G.A. § 36-64-1 et seq. The Authority shall be organized and empowered as set out in this section. The Authority shall consist of seven (7) appointed voting members. Others may serve on the Authority as ex-officio, non-voting members. The appointed voting members terms shall begin July 1, 2015. Except for the initial appointees, all terms will be for five (5) years.

(1) The City shall appoint three (3) voting members and the County shall appoint four (4) voting members. The Cave Spring City Council, the Rome City Schools and Floyd County Schools shall each have one appointment to serve as an ex-officio, non-voting member. Each governmental entity may use its own selection and appointing methodology. In addition to the Floyd County and Rome City Managers, the County and the City may each appoint one of their respective commissioners to each serve as an ex-officio non-voting member to the Authority Board.

(2) In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a five-year term, one (1) person for a four-year term and one (1) person for two-year term; the initial appointment by the County shall be two (2) persons for three-year terms, one (1) person for a five-year term, and one (1) person for one-year term. The members shall serve until their successors are duly appointed and qualified. Members of the Authority may serve up to two consecutive five-year terms.

(3) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(4) Members of the Authority may be involuntarily removed by the appointing body which originally appointed such member only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the Authority.

(5) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

(6) The absence of any member for three consecutive regular meetings without leave except when such absence is made necessary by sickness or other similar causes will declare vacant the seat of such member, in which the vacancy thus created shall be filled by the appropriate appointing governing body.

(7) All Authority Members are expected to attend an orientation session upon joining the Authority. Additionally, it is expected that all members be present for at least 75% of regularly scheduled meetings each calendar year.

B. The Authority shall elect its chairperson and vice chairman from among its appointed voting members, provided one shall be a County appointee and the other a City appointee. The terms of the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No elected official or City and/or County Manager may serve as chairperson.

(1) In the event of the resignation of any officer, the members shall elect a successor in accordance with section B above. The department shall designate staff members to serve in the capacity of Secretary. The Secretary is responsible for distributing meeting agendas, minutes, and other relevant information to Authority members. The Parks and Recreation Director is the primary point of contact in the department for the Authority officers and

members.

(2) The Authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this article, the resolution of the County and the agreement between the City and the County referred to in this article. Any amendments or modifications to this article must be approved by the City and the County.

- (3) The Chairperson of the Authority shall preside at all meetings of the Authority and shall perform such other duties as may be determined by the Authority. The Vice Chairperson shall assume the duties of the Chairperson in his or her absence.
- (4) The Director of Parks and Recreation is responsible for the general administration of the Department and for carrying out the policies recommended by the Authority when approved by the appropriate governing body. In conjunction with the County and City Managers, the Parks and Recreation Director shall be the agent of the Rome Floyd Parks and Recreation Authority and to that end shall supervise the operation of all the Department's activities. The Director shall submit a detailed report of activities and administration of the programs of the Parks and Recreation Department to the City and County Managers and to the Authority at each regular meeting for the month prior to the meeting.
- (5) The Board Secretary is responsible for notifying Authority Members and the public of all meetings. The Secretary is responsible for keeping minutes of each meeting and for distributing meeting agendas, minutes, and other relevant information to Authority members, Department staff, and the public.
- (6) The Authority shall make recommendations affecting recreation policies, programs, finances, developing or closing a park facility and land acquisition related to the Department's programs and policies. Such recommendations shall be forwarded to and approved by the appropriate governing body. The Authority's recommendations are advisory in nature. The Authority shall be responsive to the concerns and needs of the community and shall support the Department to ensure that the community's needs are met. The Authority shall study, review, and formulate solutions to alleviate problems concerning recreational activities. They shall enlist the cooperation of community, religious, professional, civic, labor and business organizations and other identifiable groups (i.e. YMCA, Boys & Girls Club, among others) within the county in programs and campaigns devoted to the improvement of recreational opportunities. Formal recommendations of the Authority shall be communicated with City and County Commissions by and through the Parks and Recreation Director.
- (7) The Authority shall work with the Director each calendar year to establish an operating budget to be approved by the Floyd County Commission and accompanying capital budgets to be approved by the appropriate governing body. The Authority shall advise the Director who shall annually establish program participation and facility rental fees that seek to meet the overall objectives of the County and the City as well as furthering the overall mission of the Authority. Within the annual budget, the Authority shall endeavor to establish and manage a comprehensive scholarship program that serves to increase youth participation in all sports.

(8) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(9) Nothing in this article shall prevent the Authority from contracting with the City for the City to perform work in the recreation areas, but performance by the City shall be the subject of separate charges.

(10) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fund-raising groups shall be created and operated as required by Georgia law.

(11) Meetings:

- (a) Regular monthly meetings of the Rome-Floyd Parks and Recreation Authority shall be held at a time and place agreed upon by the majority of the membership and shall not conflict with City or County meeting schedules.
- (b) Special meetings may be called by the Chairperson or upon written request from a majority of the body with a minimum 48-hour public notice, but such meetings may not conflict with City or County Commission meeting schedules.
- (c) A majority (4 of the 7 voting members) of the members constitute a quorum.
- (d) In case of an expected absence from a meeting, the Authority member should notify the Secretary and Director.
- (e) The process for conducting meetings will adhere to Roberts Rules of Order. The Authority Chairperson and the Director shall endeavor to create a meeting agenda and distribute it in advance to all Authority members, at least 24-hours prior to the meeting. Requests for changes or additions to the agenda should be submitted to the Chairperson and/or the Director.
- (f) All meetings are open to the public.
- (g) A joint meeting with both Governing Authorities shall be held no less than once annually.

(12) Committees:

- (a) The Chairperson may appoint such committees, standing or special, as may be authorized by the Authority.
  - (b) The Chairperson and the Director of Parks and Recreation shall be ex-officio members of all committees and, as such, shall be notified of all meetings.
  - (c) An Executive Committee consisting of the Chairperson, Vice Chairperson, and one other Authority member appointed by the members, shall meet with the Department Director and other staff as needed to manage logistics, responsibilities, and general activities of the Authority.
- C. The City and County Managers shall appoint the Parks and Recreation Director, but the salary thereof shall be within and consistent with the budget established and approved. The duties of the Director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by this

Agreement and the Authority and within the budget submitted to and approved by the governing bodies of the city and county. The Director shall prepare and present to the County and City Managers a suggested budget showing anticipated revenues and required expenditures. The Director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

D. The City and County shall, and do, respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land owner/owners.

1. Since the year 1983 and for all succeeding years, the County shall finance the operating budget, and the City shall not be required to contribute. No matter which governmental entity is responsible for operation or maintenance of a particular facility, in no event shall the rights of the City or the County and their residents be abridged in any manner in the operation of the recreation program.
2. Certain future projects such as CDBG projects may be procured and administered by the City or the County, in consultation with the Authority.
3. The Authority will seek and administer grants and private assistance for capital projects. Any such capital improvement will inure to the benefit of the owner of that facility.
4. Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

**Sec. 2-13-3. -- Purpose.**

The purpose of the Authority is to serve as a citizen board to advise the Floyd County Commission and Rome City Commission, the Floyd County and Rome City Managers, and the Director of the Authority, on various matters pertaining to the operation of park facilities and recreation programs within Rome and Floyd County, to make policy recommendations to Floyd County and the City of Rome, and to carry out duties as may be assigned to them by the respective County and City Commissions. This purpose is to assist in the developing, maintaining, and operating a comprehensive parks and recreation service system for the City and

the County without duplication of services and expense, and with fairness and equity to both political subdivisions. Facilities shall be open to all citizens of the City and of the County. The goal of the Authority shall be to assure that operation and maintenance of all facilities, whether titled in the City or County, will continue at a level equal to, or better than, in prior years.

**SECTION II:**

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.

**SECTION III:**

This Ordinance shall become effective upon approval by the Board of Commissioners of Floyd County, Georgia.

This \_\_\_\_ day of April, 2015.

**FLOYD COUNTY BOARD OF COMMISSIONERS**

BY: \_\_\_\_\_  
LARRY MAXEY, Chairman

ATTEST:

BY: \_\_\_\_\_  
\_\_\_\_\_, County Clerk

READ AND APPROVED BY:

\_\_\_\_\_  
JAMIE MCCORD, County Manager

\_\_\_\_\_  
WADE C. HOYT, III, County Attorney

EXHIBIT E

CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY EXHIBIT  
"E"  
CITY OF ROME REAL PROPERTY

BANTY JONES PARK	6 managed acres at 212 E 13 <sup>th</sup> Street, consisting of covered basketball court, multi-purpose field, playground, and restrooms and picnic pavilion.
PARKS HOKE PARK	2.5 managed acres at 200 Hardy Avenue, consisting of 3 outdoor basketball courts, multi-purpose field, and playground.
TOLBERT PARK	10 managed acres at 351 Charlton Street, consisting of outdoor basketball court, multi-purpose field, creek, picnic areas with pavilion, playground, and 2 unlighted tennis courts.
RIDGEFERRY PARK	52 managed acres at 393 Riverside Parkway, consisting of multi-purpose pavilion, fishing and river access, 4 picnic shelters, 3 playgrounds, 2 restroom facilities, natural and paved trails, 2 sand volleyball courts, stage, and 2 fitness stations.
PARKS MAINTENANCE HEADQUARTERS	1.5 managed acres at 170 North Avenue, consisting of Parks Division office, supply storage, and maintenance/mechanic shop.

EXHIBIT E

GYMNASTICS  
CENTER/HQ

4.5 managed acres at 1 Shorter Avenue, consisting of Administrative Headquarters and the Gymnastics Center.

RIVERVIEW PARK

23 managed acres located behind levee at 255 Jewel Frost Drive, consisting of Youth Sports Complex to include a 4-field Baseball Complex, 2 Field Football/Soccer Complex and playground, 2 batting cages, 2 pavilions, and 3 service buildings.

HERITAGE PARK

8.5 managed acres at 101 Jewel Frost Drive consisting of restrooms, 2 picnic pavilions, gazebo, playground, and the Piggy Green boat ramp/dock.

NORTHSIDE SWIM  
CENTER

4 managed acres at 501 Kingston Avenue, consisting of outdoor aquatics center (pool and water slide), restrooms, concession stand and showers, 2 pavilions and playground.

FIELDER CENTER

1 managed acre at 1508 Crane Street with a Recreation Center/gymnasium located adjacent to Southeast Elementary School.



EXHIBIT E

CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY EXHIBIT  
“E”

FLOYD COUNTY REAL PROPERTY

ALTO PARK	40.5 managed acres at 1014 Burnett Ferry Road, consisting of a 5 field lighted softball complex, and a 3 field lighted softball complex, 3 concession stands, 3 restroom facilities, 10 lighted tennis courts, 2 playgrounds, picnic shelter, natural trails, volleyball court, Quonset shed and maintenance shed.
CAVE SPRING PARK	7 managed acres at 26 Mill Street, consisting of outdoor basketball courts, picnic shelter, playground, restrooms, 2 lighted softball/baseball fields, 2 lighted tennis courts, and a batting cage.
ETOWAH PARK (PARKER CENTER)	43 managed acres at 1325 Kingston Highway, consisting of the Senior Adult Recreation/Community Center, Golf Practice Facility, 6 field youth baseball/softball/t-ball complex (4 lighted, 2 unlighted), 10 lighted tennis courts with central control building, outdoor in-line skate center, paved trails, 3 restroom facilities, 2 concession stands, 2 playgrounds, picnic shelter, pavilion with restroom, and Quonset shed.
MIDWAY PARK	20 managed acres at 125 Midway Park Road, consisting of outdoor basketball court, 3 picnic shelters, playground, 3 softball/baseball fields and batting cage, 2 Tennis Courts, and bathroom shelters.
GARDEN LAKES (ANTHONY)	36 managed acres at 2901 Garden Lakes Blvd., consisting of a Recreation Center, Gymnasium, outdoor basketball courts, multi-purpose fields, picnic areas, picnic shelters, accessible playground, restrooms, tennis court, paved trails, 4 soccer fields with service building.

EXHIBIT E

LOCK & DAM PARK	69 managed acres at 181 Lock and Dam Road, consisting of campground (RV, group, and tent camping,) Trading Post exhibition center, fishing and boat ramp, horseshoe pits, river, picnic shelters, playground, restrooms, shower and laundry facility, natural trails, observation tower, volleyball court, fishing pier, and boat ramp.
RIVERSIDE PARK	6.5 managed acres at Redwood Street, consisting of softball/baseball field, tennis court and basketball court.
SHANNON PARK (SHAG WILLIAMS)	22 managed acres at 40 Minshew Road, consisting of a Recreation Center and Log Cabin Hut, outdoor basketball courts, 1 multi-purpose field, picnic areas, playground, restrooms, 2 softball/baseball field, 2 lighted tennis courts, paved trails, and pavilion-covered basketball courts.
WOLFE PARK (GILBREATH)	14 managed acres, consisting of Recreation Center/Gymnasium, outdoor basketball courts, multi-purpose field, creek, picnic areas, playground, restrooms, 2 softball/baseball field, paved trails, 2 tennis courts, and pavilions.
BRUSHY BRANCH	6 managed acres at 7354 Black Bluff Road, consisting of fishing and boat ramp, lake, picnic area and restroom.
NORTH FLOYD PARK (THORNTON CENTER)	26 managed acres at 102 North Floyd Park Road, Consisting of the Thornton Community Center/Gymnasium, 2 soccer/multipurpose fields, 2 service buildings, maintenance building, 4 lighted baseball fields, outdoor basketball courts, 2 pavilions, and 2 playgrounds.

ROME-FLOYD COUNTY PARKS AND  
RECREATION AUTHORITY AGREEMENT

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THIS AGREEMENT, made and entered into this IL day of AprRoL , 2015,  
by and between the CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "the City," and FLOYD COUNTY, a  
political subdivision of the State of Georgia, hereinafter called "the County," and the ROME-FLOYD COUNTY PARKS AND  
RECREATION AUTHORITY, a body created by the City and the County, hereinafter called "the- Authority;"

WITNES SETH:

WHEREAS, the City, the County, and the Authority, over forty (40) years ago, created the Authority to provide a single administrator  
for a county-wide recreation program, pursuant to Georgia Law (O.C.G.A. §§ 36-64-1 et seq.) and Section One, Article IX of the  
Georgia Constitution, and the City, the County and the Authority have recognized the Authority as the park and recreation service  
provider for all citizens; and

WHEREAS, it appears that the City and the County and all Floyd County citizens have benefited from a single comprehensive  
recreation and parks system under the direction °fa single administrative unit; and

WHEREAS, the City, the County, and the Authority agree to continue to provide a single comprehensive recreation and parks system  
under the direction of a single administrative unit, and desire mutual cooperation and better facilities for all, the governing bodies of  
the City and the County have met and discussed proposals which will continue the recreation and parks system; and

WHEREAS, the governing bodies of the City and the County, by appropriate ordinance and resolution, have created the Authority,  
and wish to authorize its continuation and the continuation of the recreation and parks system, under terms established herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the receipt and  
sufficiency of which is hereby acknowledged, the parties agree as follows:

The parties recognize and authorize the Authority as the agency responsible for developing a program and vision for a  
comprehensive parks and recreation service system for Rome and Floyd County consistent with this agreement, and recognize and  
authorize that the Authority as a separate and distinct legal entity.

II

The City, the County, and the Authority entered into a twenty-five (25) year Agreement on the 1st day of January, 1973, which  
created a single administration for a county-wide recreation program, and created the Authority pursuant to Georgia Law and  
Section One, Article IX of the Georgia Constitution. On the 28th day of June, 1988, the City, the County, and the Authority entered  
into an Agreement for the construction of certain recreational facilities paid for from proceeds from a Special Purpose Local Option  
Sales Tax, said facilities being owned by the City. On April 28, 1998, the City, the County, and the Authority entered into an  
Agreement to "continue services of the established Authority under the applicable provisions of the Georgia Constitution and  
statutes." (The 1973 and 1998 Agreements have been previously and collectively referred to as the "Contract." A copy of the  
Contract is attached hereto as Exhibit "A.") The City, the County, and the Authority entered into a modification of the Contract on  
the 20th day of December, 2007, wherein the Authority sought to "maximize its' resources by contracting out various appropriate  
financial and human service responsibilities;" and adopted "SERVICE AGREEMENT PROCEDURES, affecting finance, personnel,  
purchasing and budget management functions," a copy of the 2007 modification is attached hereto as Exhibit "B". These prior  
agreements have expired by their terms; however, the ownership of the properties referred to therein, as well as the distribution or  
return of the properties between the City and the County, has not expired or been waived by any party. This agreement, together  
with the ordinances and resolutions to be adopted by the City and County respectively, shall constitute the sole documents and  
agreements between the parties as to the matters addressed herein. The City and the County will amend their respective current  
ordinances and resolutions, which are attached as Exhibits "C" and "D" to this agreement.

2

III

The Authority shall remain an autonomous, independent body with appointments from both City and County Commissions, subject  
to five year terms. The City and the County may each appoint one of their respective commissioners, whose term will be at the  
discretion of the respective appointing body, to serve in an ex-officio position with no power to vote. No city  
commissioner or county commissioner may vote, or serve as chair or any other office of the Authority.

IV

All employees of the Authority ("Recreation employees") shall become employees of Floyd County and shall be entitled to all  
benefits as other Floyd County employees subject to all policies and procedures for employment with the County. Recreation  
employees will be credited with their time of service upon becoming County employees. The Authority will relinquish oversight of  
the Director and Recreation employees, as well as financial oversight of operations as herein set forth.

V

The City, the County, and the Authority recognize and accept that the Managers of the City and the County shall jointly be  
responsible for the selection, appointment, and annual review of a Director of the Authority for purposes of managing recreation  
programs, services, and employees.

VI

The Authority, as ambassadors of recreation, will cultivate and encourage recreational and leisure activity needs for all citizens of  
Rome and Floyd County. There will be an immediate effort to significantly reduce or eliminate program registration and participation  
fees for football, cheerleading, baseball, softball, and basketball in an effort to greatly increase participation in youth sports for all  
children within Rome and Floyd County, while paying special attention to programming for areas with traditionally underserved  
children within the community.

VII

No later than January 1, 2016, the following facilities will be maintained exclusively by the City at its sole expense: Historic Barron  
Stadium and Maddox Track, Throws Center off

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Riverside Parkway, all multi-purpose Trail Facilities within the City of Rome, Legion Baseball Field behind the levee, and the

downtown Tennis Center on West 3rd Street, Rome, Georgia. It is recognized that these specifically removed facilities (collectively, the "City Recreation Facilities") represent significant savings to Floyd County. The attached list of facilities and properties, marked as Exhibit "E," shall be the Joint Facilities to be operated, maintained and managed under the supervision, direction, and control of the Director of the Authority as set forth in this Agreement and the ordinances and resolutions of the City and the County. New facilities may be added to the list of Joint Facilities only by written amendment hereto executed by both the City and the County.

VIII

The County agrees to provide the necessary inmate labor from the Floyd County Prison, regularly and as reasonably requested by, but at no charge to (excluding the cost of transportation and Correction officer), the City, for purposes of maintaining the City Recreation Facilities as set forth in Paragraph VII above.

IX

The operation and maintenance of all facilities will continue at a level that is equal to or greater than prior years.

X

The term of this agreement shall be three (3) years, and this agreement will automatically renew for three (3) years, unless either the City or the County notifies the other at least sixty (60) days prior to automatic renewal, of its intent to non-renew. Either the City or the County may terminate this agreement without cause upon twelve (12) months notice to the other.

XI

All parties agree to meet to discuss recreation programs no less than one time annually.

XII

The provisions of this agreement shall become effective as of April 1, 2015.

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IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hand and affixed their seals, the day and year first above written.

ROME-FL ARKS AND REC

CITY OF R11 ORG BY:

FLOYD

GEORGIA, FLOYD COUNTY:

THIS AGREEMENT, made and entered into this

'1st day of Jarldiry"' e 1973, by arid between the CITY OP ROME, GEORGIA, a municipal corporation, hereinafter called "The City," .and FLOYD COUNTY, a political

' subdivision of the State of Georgia, hereinafter called "The County," and the ROME-FLOYD COUNTY RECREATION AUTHORITY, a body created by the Citykand the County, hereinafter called 'the Authority;" .

WITNESSETH:

WHEREAS, The City presently provides and operates anertensive recreation program for its citizens, and has done so for a number of years; and

WHEREAS., The County has arranged for its citivms living outside the corporate limits of the City of Rome to utilize and participate in said program, by paying a,portion of the operations costs thereof as budgeted by the City; and

WHEREAS, The County has acquired lands throughout Floyd County to provide more recreational areas, and has begun to. improve said faciliy,ea with.the view of developing a county-wide recreation program; and •

WHIREEAS, there appears to. be a potential of costly and inefficient duplicatiOA Of services And lack

Co)? 00V4jnAtign /1141,1491100 a tifa &panto programsw and

WHEREAS,' it appears that The' City and. The. County and an Floyd County citizens .would benefit by the

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merger of the two said recreation programs into a single, comprehensive program under the direction of a single Administrative unit; and

WHEREAS, the governing bodies of The City and The County, desiring greater mutual cooperation and better facilities for all, have met and discussed proposals which appear to be fair and equitable; and

WHEEEAS; the most feasible method of effecting

a single administration for a county-wide recreation program is the creation and establishment of a recreation authority under the provisions of Chapter-69-6 of the Georgia Code and of Section One, Article IX of the Georgia Constitution; and

WHEREAS, .both governing bodies, by appropriate ordinance and resolution, have created the Rome-Floyd County. Recreation- Authority and have authorized a forma/ contract between said bodies to determine the scope and powers of said Authority.

NOW, THEREFORE, for and in consideration of

the premises and the mutual undertakings .hereinafter contained, the parties agree asfollowsr

I.

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The is hereby established and recognized .4110 Rom0.119.0 popty Recreation Allt1104.tir cmcAtad to bragidiusfit elad wintA49 a matrwas.24ekdatia govaMc

The provisions of a certain ordinance of

• .

• City of-Ramer. Georgia, authorizing and creating said Authority, which ordinance was duly enacted on April 16, 1973'(a copy of which is hereto annexed as Exhibit "A") together with 'the provisions of a certain ordinance of Floyd County, Georgia, authorizing and creating said Authority, which ordinance was duly enacted on April 24: 1973 (a copy of which is hereto annexed -as :Exhibit "B") are hereby incorporated in this Agreement and adopted by the parties, and shall be mutually binding on the parties as if fully set 'out herein.

The City shall, and does hereby, lease to the Authority. the equipment and materials pretently designated to its recreation department and the lands and capital improvements 'set cut in Exhibit \*"C" hereof, and the Authority, shall put said properties ta a use consistent with 'the statedpurpose and objectives of the recreation program and shall protect and maintain same.

IV.

The County shall; and does hereby, lease to the Authority its equipment and materials presently earmarked for recreational purposes and the lands and capital improvements set out in Exhibit "D" hereof, and the Authority shall put said property to a use UnifitgAt With the O&M& pmege objeativeo ag the recreation program and shall protectand maintain same..

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V.

The City and the County respectively shall pay, and be responsible for, the cost of all capital improvements in or on their respective properties made after the date of execution of this Agreement. In this context, "capital improvement" shall mean work (on property) that costs \$500.00 or more and that will last for more than one year.

VI.

The City and The County respectively, shall, retain title to all the aforementioned properties and all present and future capital improvemPrts.

VII.

The parties recognize that the City owns established and functional buildings and improved facilities of considerable worth and value, whereas, those of the County are in the process of improvement and development. The parties, and particularly the Authority, shall, in the expenditure of funds and operation of the recreation system, be guided by said general recognition. The facilities of the county-wide system shall not be improved or expanded at the expense of, or to the detriment of, the City-owned facilities in their present condition, reasonable and normal wear and tear excepted; failure in this regard shall constitute a breach of this Agreement.

The parties recognize that the existing recreation programs employ, and provide benefits to, regular employees. The Authority shall first employ

-4-

persons presently employed in existing programs at: compensation at /east equivalent to present rates. Existing programs of pension and other benefits: shall be continued unaffected, unless Voluntarily waived by an employee.

IX.

The term of this Agreement shall be twenty-five (25) years from the date of execution hereof, unless.. terminated sooner for cause.

In the event this Agreement is terminated for cause, the exclusive use and possession of the respective lands and improvements of the City and County shall revert to the City and the County respectively, and an accounting and distribution of net assets equitable and just to the City and County shall be made-

XI.

In the event n2 dispute or disagreement between the City and the County as ta the terms and conditions. of this Agreement,; during the term thereof, then said matter shall-be submitted to arbitration pursuant to. Chapter 71 of-the:Georgia Code,' with.the City and the County each appoint-- ing anarbitratorv and tim two appointees.appointing a third oxbitr4twfv

-.The provisions -of this.Agreement'and the existence

THE :CITY OF ROME,; GEORGIA

ATTEST:

of the Authority. shall be 'effective as of ,iep..hiz'cil),\* Ng IN TIMES WHEREOF, the parties. hereto., by. - and through thir duly authorized officers; .havs here-, unta set -their hand and affixed the:ir seals,' the: deY and year first above :written.

FLOYD COUNTY, GEORGIA

ROE-FLOYD COUNTY RECREATION . AUTHORITY

ATTEST:

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ATTEST:

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iiM1Pg414/13 AN ORDEANCE TO AMEND CHAPTER 21 OF

2BE CODE OF THE CITY OF ROME, GEORGIA

J AND FARTICULARLY SECTION 21-2(b) THEREOF TO PROVIDE FOR A CHANGE IN THE STAGGERED TERMS OF MEMBERS OF THE RECREATION AUTHORITY; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES

SECTION I;

' BE IT ORDAINED by the Rome City commission and it is ordained by authority of same, that subsection (b) of Section 21-2 of the Code of the City of Rome, Georgia, be amended to read as follows;

u(b). In order that the terms of members

• shall be staggered and the term of at least one

;

member shall expire every year, the original

: - appointments shall be made by the City and

• County as follows; The City of Rome, by and

..through its Commission, and the County of Floyd,

by and through its Board of Commissioners, shall each appoint one member for a one-year term. The City and the County shall each appoint one member for a two-year term. The City shall appoint two members, each for a three-year term. The City

- and the County shall each appoint one member for a four-year term. The County shall appoint one member for a five-year term.

Upon the expiration of the three-year terms, the City shall appoint one replacement member and

the County shall appoint one replacement member; and thereafter, the City and the County shall rotate the latter appointments in the following manner:

- Other time the City shall appoint both. With the above exception, the City and the County shall appoint replacements for its

original appointees and shall fill vacancies for expired terms of its appointees, •

SECTION 4:

BE IT FURTHER ORDAINED by the Rome City Commission and it is ordained by authority of same; that all ordinances or parts of ordinances in conflict herewith be, and the same are hereby repealed,

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EXHIBIT "4"  
AN ORDINANCE TO AMEND the Charter of the City of Rome, Georgia, by adding to Article I, Section 1, the following: "The City of Rome, Georgia, shall create a Recreation Authority to be known as the Rome Recreation Authority. The Authority shall be composed of representatives from the City and the County of Floyd. The Authority shall have the authority to acquire, lease, purchase, sell, convey, hold, manage, operate, maintain, improve, and otherwise dispose of real and personal property, to enter into contracts, to incur and pay debt, to sue and be sued, to receive and hold money, and to exercise all other powers necessary to carry out its duties. The Authority shall be subject to the oversight and control of the Board of Commissioners of the City of Rome, Georgia. The Authority shall have the authority to enter into contracts with the City of Rome, Georgia, for the provision of services and equipment. The Authority shall have the authority to receive and hold money from the City of Rome, Georgia, and from other sources. The Authority shall have the authority to incur and pay debt. The Authority shall have the authority to sue and be sued. The Authority shall have the authority to receive and hold money. The Authority shall have the authority to exercise all other powers necessary to carry out its duties." The Authority shall be subject to the oversight and control of the Board of Commissioners of the City of Rome, Georgia. The Authority shall have the authority to enter into contracts with the City of Rome, Georgia, for the provision of services and equipment. The Authority shall have the authority to receive and hold money from the City of Rome, Georgia, and from other sources. The Authority shall have the authority to incur and pay debt. The Authority shall have the authority to sue and be sued. The Authority shall have the authority to receive and hold money. The Authority shall have the authority to exercise all other powers necessary to carry out its duties.

IT IS FURTHER ORDAINED by the Board of Commissioners of the City of Rome, Georgia, and it is ordained by authority of same, that Article I of Chapter 21 of the Code of the City of Rome, Georgia, is hereby amended by striking it in its entirety and substituting in lieu thereof the following: "Section 21-2. The Recreation Authority shall consist of five members, each having terms of five years. The members shall be staggered and the term of each member shall expire one year after the original appointments shall be made by the City and County of Floyd. The City of Rome, Georgia, and the County of Floyd shall each appoint one member for a one-year term. The City and the County shall each appoint one member for a two-year term. The City shall appoint two members for a three-year term and the County shall appoint one member for a three-year term. The City and the County shall each appoint one member for a four-year term. Upon the expiration of the three-year terms, the City shall appoint one replacement member, and the County shall appoint one replacement member; and thereafter, the City and the County shall rotate the latter appointments in the following manner: (1) The members shall serve until their successors are duly appointed and qualified. (2) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties. (3) The City Commission shall have the authority to remove any appointed member. (4) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointment expires at the position." Section 21-3, Purpose and responsibility, (a) The purpose of the Authority is to provide for the recreation and leisure activities of the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. The Authority shall provide for expansion of facilities open to all

Section 21-2. The Recreation Authority shall consist of five members, each having terms of five years. The members shall be staggered and the term of each member shall expire one year after the original appointments shall be made by the City and County of Floyd. The City of Rome, Georgia, and the County of Floyd shall each appoint one member for a one-year term. The City and the County shall each appoint one member for a two-year term. The City shall appoint two members for a three-year term and the County shall appoint one member for a three-year term. The City and the County shall each appoint one member for a four-year term. Upon the expiration of the three-year terms, the City shall appoint one replacement member, and the County shall appoint one replacement member; and thereafter, the City and the County shall rotate the latter appointments in the following manner: (1) The members shall serve until their successors are duly appointed and qualified. (2) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties. (3) The City Commission shall have the authority to remove any appointed member. (4) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointment expires at the position." Section 21-3, Purpose and responsibility, (a) The purpose of the Authority is to provide for the recreation and leisure activities of the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. The Authority shall provide for expansion of facilities open to all

Section 21-3, Purpose and responsibility, (a) The purpose of the Authority is to provide for the recreation and leisure activities of the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. The Authority shall provide for expansion of facilities open to all

of the City and of the County, but shall consistently maintain the existing facilities of the City in at least its present good and serviceable condition.

(b) The Authority shall formulate, implement, operate, administer and maintain said recreation program to the extent of 42.1 of the County clause, \*spending of the County appropriated for its purpose by the City and the County governing bodies, section 21-4 hereof, Ordinance and rules, .

(c) The Authority shall elect its chairman, and such other officers as may be necessary, from among its appointed members. The term of the chairman and such other officers shall be one year, or until their successors are duly elected and qualified,

(d) The Authority shall appoint a secretary who may be an officer or employee of the City of Remo, or of the County, or of the Authority, The secretary shall keep minutes of the meetings and perform such other actions as may be required of

(e) The Authority shall make its own rules of procedure, consistent with the law of the State and with the authority granted it by this Ordinance, the resolution of the County and the agreement between the City and the County hereinafter referred to section 21-5. Powers and duties;

budget.

(f) The Authority shall be vested, except as hereinafter provided, with all powers and duties as granted under the County Code Section 40,4010 as

it now exists, or as it may hereafter be amended.

(b) The Authority shall each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance of the recreation program and showing enacted expenditures in each of the recreation areas. The budget shall be submitted to the City after the latter's annual appropriation to the Authority ceases.

(c) The Authority is empowered to establish, revise and collect fees and rentals for the use of recreation areas and to impose conditions and such requirements governing such areas. Such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be included in the annual budget.

(d) The Authority shall periodically report to the governing bodies the condition of the recreation lands and capital improvements to it and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(e) Nothing herein shall prevent the Authority from contracting with the City to perform work in the recreation areas, but the performance by the City shall be

on a separate charge and shall not be considered participation by the City.

It is the

purpose of this Ordinance to create a recreation director and other employees; duties.

The Authority shall appoint a recreation director and other staff and employees as it may deem necessary to properly and adequately carry out the recreation program, the duties of which shall be within and consistent with the budget established and approved,

(b) The duties of said director shall be to plan, organize, direct and control a county-wide recreation program, pursuant to the policy established by the Authority and within the budget submitted to and approved by the governing bodies of the City and County. He shall present to the authority suggested budget showing anticipated revenue and required expenditures,

and shall retain title to all their respective lands and capital improvements

(a) The city and the County shall, respectively retain title to all their respective lands and capital improvements connected with, and used in connection with, the recreation program, and the Authority shall protect and maintain said properties, Further

capital investments and be made with respect to such property by the political subdivision having title thereto,

(b) The financial participation of the City and County in the recreation program shall be on the basis of October 1, 1950, with the contribution by the City to reduce by ten percent each year for a period of ten years. The City shall contribute to the program for the year 1951

\$110,075.00, or 10 percent of the County recreation budget, whichever is less

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for the year 1951

\$115,470.00, or 10 percent of the approved Authority

budget, whichever is less

for the year 1952

\$111,135.00, or 10 percent of the approved Authority

budget, whichever is less

for the year 1953

\$100,042.00, or 10 percent of the approved Authority

budget, whichever is less

for the year 1954;

\$102,470.04, or so much of the approved Authority

budget, whichever is less,

for the year 1955

\$99,016.00, or 10 percent of the approved Authority

budget, whichever is less,

for the year 1956,

\$76,462.00, or 10 percent of the approved Authority

budget, whichever is lower;

for the year 2003.

054,01.00, or 154 of the approved Authority

budget, whichever is lower; • :

for the year 2004;

\$441,594.00, or 104 of the approved Authority

budget, whichever is lower

for the year 2005;

031,039.00, or 45 of the approved Authority

budget, whichever is lower

for the year 2006 and succeeding years

Floyd County 41241 finance the entire mad budget,

and the City shall be required to contribute of Proviso

that in a\* event, shall the rights of the City and its ordinance be abridged in any manner in the operation of the 403:44 program.

"Section 2/-S. Contract

The Mayor and Secretary of the Rome City Commission are authorized to enter into and sign on behalf of the City of Rome, a contract with Floyd County, Georgia, to cooperate in the establishment of a Recreation Authority and a countywide recreation program\* to provide for the financial participation of the City in ERAS Proviso. to provide for a term, to provide for termination and arbitration, to provide for assurance that the integrity of the City recreation system shall be maintained, and to contain such other terms as may be necessary to carry out the intention of the parties.

6S. TX.

RS IT 3RTSSR Ordinance by the Rome City Commission and it is ordained by authority of one, that all ordinances or parts of ordinances that, together with, and the same are hereby repealed.

C.1.1 of 'ROMA 1' SANDS: AND CAPITOL IMPROVEMENTS

C. & M BUILDING 4.5 acres on West Third Street, consisting of present recreation headquarters and maintenance facilities and gymnasium.

RIVERVIEW 33.7 acres located behind levee on Coosa River consisting of playground, concession stands and four (4) lighted baseball fields.

ROBERT PARK - Approximately 10 acres, consisting of Memorial Gym, Barron Stadium, John Maddox Track; tennis courts, swimming pool and bath house and playground,

HARDY STREET PARK - 4 acres at Hardy Street and "Proctor" Street, consisting of outdoor basketball court and athletic field,

MYRTLE PARK acre at Myrtle Street and Branham Avenue, consisting of playground and

picnic area,

BUNNELLVILLE PARK

9 acres at Charlton Road and Oakwood Road, consisting of playground, softball field, tennis court, and picnic area.

NEELY PARK 1.2 acres on City Clock Bill, consisting of Park with park benches.

VAUGHN ROAD - 12 acres consisting of two (2) softball fields and duck pond,

JACKSON BILL, Wooded area, including nature trails, picnic facilities, archery range - this area specifically excluding Rome Civic Center,

EXHIBIT "C"

%

LIST OF COUNTY RECREATION SITES .

ALTO PARK Twenty (20) Acres located in Land Lot 204, 4th District and 4th Section. of Floyd County, Georgia, fronting on the Burnett Perry Road.

ARMOUR CREEK - Silt (6) acres lying in the northwest corner of Land Lot 274; in the 24th District and 3rd Section of Floyd County, Georgia, between the west line of Land Lot 274 and Armour Creek On an extension of the Hatfield Road. .

CAVE SPRING - The present recreation site developed through Bureau of Outdoor Recreation by the City of Cave Spring and Floyd County, Georgia,

COOSA - Lying in Land Lot 175, 4th District and 4th Section, being approximately ten (10) acres and being adjacent to the Krannert Elementary School.

ETOWAH - Located in Land Lot 232 of the 23rd District and 3rd Section of Floyd County, Georgia, containing 20.1 acres and being a part of the Floyd County Home property having access from the Kingston Road and being bordered by Mitchell and Wilshire Roads.

MIDWAY Being located in Land Lot 151 of the 22nd District and 3rd section of Floyd County, Georgia, containing 8.1 acres having access from the Wax Road.

EXHIBIT "D"

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

THIS AGREEMENT, made and entered into this 2nd day of April, 1998, by and between the CITY OF ROME; GEORGIA, a municipal corporation, hereinafter called "the City," and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County," and the ROME-FLOYD PARKS AND RECREATION AUTHORITY, a body created by the City and the County, hereinafter called "the Authority."

WITNESSETH:

WHEREAS, the City and County presently recognize the Authority as the park and recreation service provider for all citizens, and have done so for the past twenty-five years; and



WHEREAS, it appears that the City and the County and all Floyd County citizens have benefited from a single comprehensive recreation and parks system under the direction of a single administrative unit; and  
WHEREAS, the City and the County, wish to continue services of the established Authority under the applicable provisions of the Georgia Constitution and statutes; and  
WHEREAS, both governing bodies, by appropriate ordinance and resolution, have created the Authority, and wish to authorize continuation of a formal contract between said bodies.  
NOW, THEREFORE, for and in consideration, of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

The parties recognize and authorize the Authority as the agency responsible for developing, maintaining, and operating a comprehensive parks and recreation service system for Rome and Floyd County.

#### II

The City and County will amend their respective ordinance and resolution attached as Exhibit A and B of their present agreement. The City shall, and does hereby, lease to the Authority the lands and capital improvements set out in Exhibit "C" hereof, and the Authority shall put said properties to a use consistent with the stated purposes and objectives of the parks and recreation service system and shall protect and maintain same.

#### IV

The County shall, and does hereby, lease to the Authority the lands and capital improvements set out in Exhibit "D" hereof, and the Authority shall put said properties to a use consistent with the stated purposes and objectives of the parks and recreation service system and shall protect and maintain same.

#### V

The City and County shall retain title to their respective properties and all present and future capital improvements thereon. The Authority in their operation and the County in their financing will not arbitrarily or discriminately favor facilities in one jurisdiction over another. The operation and maintenance of all facilities will continue at a level equal to, or better than, in years prior to this contract.

#### VI

- (a) Capital improvements to the properties shall remain the responsibility of the respective governmental owners, both of which recognize that adequate annual capital budgets are important to assure a safe level of operation. The Authority shall administer capital projects by planning and managing to maximize capital dollars.
- (b) Certain projects such as CDBG projects may be procured and administered by the City or the County, but will be done in consultation with the Authority.
- (c) The Authority will seek and administer grants and private assistance for capital projects.
- (d) The Authority will develop and maintain a prioritized five- (5) year improvement plan for capital projects and equipment needs.
- (e) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City reserves the right to add facilities unilaterally if the City pays the entire operating and maintenance cost of the added facility.
- (f) The primary signage installed, at any facility operated and maintained by the Authority shall include the wording "A Floyd County Funded Park." A uniform letter size, style and type of installation shall be approved by all parties prior to installation.

#### VII

The Board of the Authority shall consist of nine voting members and two non-voting members whose terms shall begin July 1. The City of Rome shall appoint three (3) voting members; the Floyd County Board of Commissioners shall appoint six (6) voting members, of which one (1) shall be nominated by the Cave Spring City Council and approved by the County; the Rome City School Board shall appoint one (1) non-voting member; the Floyd County School Board shall appoint one (1) non-voting member. The City may use its own selection and appointing methodology; the County may use its own selection and appointing methodology; the school boards may use their own respective methodologies. The Authority Board may submit recommendations to the County, as Board posts become available.

In order to establish staggered terms, the initial appointments shall be three (3) persons for a four-year term and six (6) persons for five-year terms. Thereafter, all terms will be for five (5) years.

Notwithstanding any other provisions hereof, those persons currently serving as City and County appointees, excluding City Commissioners, shall be allowed to finish their terms, and the above process shall be in effect as new appointments are made. All current appointees will be considered for reappointment when their term expires if otherwise qualified.

Members of the Board may serve a maximum of two (2) consecutive complete terms.

The County may appoint only one commissioner, whose term will be at the discretion of the appointing body. No county commissioner may serve as chairperson of the Authority Board.

Members of the Authority Board may be involuntarily removed by the appointing body only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the Authority Board.

#### VIII

Purchasing - The Authority shall use the same purchasing procedures, as does Floyd County and will work with the City and County purchasing agents to insure procurement effectiveness. Cooperative purchasing with the City and County should be used whenever possible. The Authority Board must approve sealed bids.

Auditing - The Authority will use an auditing firm selected by Floyd County. Audit procedures shall be in accordance with state law as it applies to counties. The Floyd County Comptroller shall have the same oversight responsibilities as with other Special Revenue Funds administered by the County.

Budgeting - Both the City and County will conduct with the Authority an annual meeting to review and plan for budget needs.

Revenue Generation —Recognizing that grants, private sector donations, fees and generated revenues are common practice in

recreation and parks service delivery, the Authority is responsible for such revenue generation to assist operations and improvements. Citizen driven foundations and other authorized fund raising groups are permissible and encouraged by the County Commission; however, all such foundations and/or groups must be fully disclosed to and approved by the County before being formally established by the Authority Board. The foundations and/or fundraising groups shall be created and operated as required by State law. The Authority's Director is prohibited from serving as a member of any such citizen foundation or fundraising group, but may serve as staff support and administrative secretary to such group(s). The Authority will establish a revenue generation goal and annual objectives toward this important responsibility.

IX

The Authority -will be responsible for the following:

- (1) Conducting an annual meeting between the City Commission, County Commission, and Authority Board for services review, recommendations, and general feedback;
- (2) Conducting an orientation program for newly elected officials and Board members;
- (3) Providing City and County Managers with copies of Authority Board Meeting Minutes and other records;
- (4) Providing for the public and the governing bodies an Annual Report of progress, needs and concerns in parks and recreation facilities; and
- (5). Recognizing that joint usage, planning, and improved communications are common. goals, establishing an action plan to strengthen. school-park relations.

X

Real Property - The recreation buildings and parklands will be owned by the City and County either independently or jointly. Capital improvements on real property will remain the responsibility of the respective owner/owners.

Personal Property - The Authority will own and hold title to equipment, vehicles, furnishings, and other personal property.

Ownership would revert to the purchasing governmental body should this Agreement be terminated.

- The major responsibility for equipment and vehicles will be assumed by the countywide tax allocation. As new parks/facilities are added to the community, the owner/developer (City or County) will be responsible for additional equipment and/or vehicles adequate to sustain the start up operation. The City and County will assist by assigning used equipment to the Authority as reasonably possible.

XII

The term of this agreement shall be fifteen (15) years, with automatic renewal for fifteen (15) years upon agreement of the parties hereto.

XIII

In the event of dispute or disagreement between the City and the County as to the terms and conditions of this agreement, during the term thereof; said matter shall be submitted to non-binding arbitration, with the City and County each appointing an arbitrator, and the two appointees appointing a third arbitrator.

XIV

The provisions of this agreement shall become effective as of January 1, 1998.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hand and affixed their seals, the day and year first above written.

CITY OF ROME, GEORGIA

BY:

FLOYD COUNTY, GEORGIA

BY:

AMENDMENT TO CITY AND COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

This agreement, made and entered into this 25-07 day of ...1,) i c.f , 1998, by the City of Rome, Georgia and Floyd County is for the sole purpose of amending the existing Rome-Floyd Parks and Recreation Authority contract approved by the City of Rome and Floyd County on 4 p r; 1 21 , 1998.

Both the city of Rome and Floyd County agree as follows:

Section VII, Paragraph 2 of the existing contract sh811 be amended to read

"In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a four-year term and two (2) persons for five (5) year terms; the initial appointment by the county shRil be two (2) persons for four-year terms and four (4) persons for five (5) year terms. The initial appointees by post will serve as follows:

Post 1 and 2 (County) will serve a four-year term;

Post 3, 4, 5 (County) and 6 (County—Cave Spring) -will serve a five-year term Post 7 (City) will serve a four-year term.

Post 8 and 9 (City) will serve a five-year term

Past 10 and 11 (City of Rome School Board and Floyd County School Board) -will serve at the pleasure of their respective boards."

The provisions of this agreement shall become effective immediately.

ATTEST:

FLOYD COUNTY, GEORGIA CITY OF ROME

BY: Qiiit

BY:

• ATTEST:

CITY OF ROME ORDINANCE

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

EXHIBIT A

AN ORDINANCE TO AMEND THE PARKS, RECREATION AND CULTURAL AFFAIRS ORDINANCE OF THE CITY OF ROME, GEORGIA, AND PARTICULARLY PART III, CHAPTER 15, ARTICLE II, AND MORE PARTICULARLY SECTIONS 15-53(a), 15-53(b), 15-53(e), 15-54(a), 15-54(c), 15-

55(a), 15-56(b), 15-56(1), 15-56(g), 15-56(h), 15-57(c), 15-58(a), 15-58(d), 15-58(e), 15-58(1), 15-58(g), 15-58(h); TO CHANGE  
• THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE CITY AND/OR COUNTY; TO  
PROVIDE TERM LIMITS FOR THE REAMERS; TO - CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A  
LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.  
SECTION I:

BE IT ORDAINED BY THE ROME CITY COMMISSION, and it is ordained by authority of the same, that DIVISION 2, ROME-FLOYD  
COUNTY PARKS AND RECREATION AUTHORITY, and more particularly Sections 15-51 through 15-59, inclusive, of the Code of the  
City of Rome, Georgia, be amended to read as follows:

DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY Sec. 15-51. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section,  
except where the context clearly indicates a different meaning:

The authority means the Rome-Floyd County Parks and Recreation Authority. Sec. 15-52. Creation. -•-^

The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the city and the county,  
as authorized by O.C.G.A. § 36-64-1 et seq. The authority shall be organized and empowered as set out in this article. .

Sec. 15-53. Appointment of members; terms; vacancy; removal.

(a) The authority shall consist of nine (9) appointed voting members and two appointed nonvoting member's whose terms shall  
begin July 1, 1998. Except for the initial appointees, all terms will be for five (5) years.

(b) The City shall appoint three (3) voting members and the County shall appoint six (6) voting members. One of the County's  
voting members shall be an individual nominated by the Cave Spring City Council and approved by the County. Additionally, the  
Rome City School Board shall appoint one (1) non-voting member and the Floyd County School Board shall appoint (1) non-voting  
member. The City may use its own selection and appointing methodology; the County may use its own selection and appointing  
methodology; the school boards may use their own respective methodologies. The Authority Board may submit recommendations  
to the City and the County as vacancies become available.

In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a four-  
year term and two (2) persons for five (5) year terms; the initial appointment by the County shall be two (2) persons for four-year  
terms and four (4) persons for five (5) year terms.

(c) The members shall serve until their successors are duly appointed and qualified.

(d) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with  
official duties.

(e) Members of the authority may be involuntarily removed by the appointing body which originally appointed such member only for  
failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or  
unanimous recommendation of the other members of the authority.

(f) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

Sec. 15-54. Purpose and responsibility.

(a) The purpose of the authority is to develop, maintain, and operate a comprehensive parks and recreation service system for the  
City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. The  
authority shall provide for expansion of facilities open to all citizens of the city and of the county, but shall consistently operate and  
maintain all facilities, whether titled in the City or County, at a level equal to, or better than, in years prior to 1998.

(b) The authority shall formulate, implement, operate, administer and maintain such recreation program to the best interest of all  
county citizens, expending such sums as are appropriated for its purposes by the city and the county governing bodies.

(c) Additionally, the Authority shall be responsible for the following: (1) Conducting an annual joint meeting among the City  
Commission, County Commission, and Authority Board for 'services review, recommendations, and general feedback; (2) Conducting  
an orientation program for newly elected officials and Board members; (3) Providing City and County Managers with • copies, of  
Authority Board Meeting Minutes and other records; (4) Providing for the public and the governing bodies an Annual Report of  
progress, needs and concerns in parks and recreation facilities; and (5) Recognizing that joint usage, planning, and improved  
communications are common goals, establishing an action plan to strengthen school-park relations.

Sec. 15-55. Organization; rules.

(a) The authority shall elect its chairperson, and such officers as are necessary, froth among its appointed members. The terms of  
the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No city  
commissioner or county commissioner may serve as chairperson.

(b) The authority shall appoint a secretary who may be an officer or employee of the city, or of the county, or of the authority. The  
secretary shall keep minutes of the meetings and perform such other functions as may be required of him.

(c) The authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this  
article, the resolution of the county and the agreement between the city and the county referred to in. this article.

See. 15-56. Powers and duties; budget; fees.

(a) The authority shall be vested, except as restricted in this article, with all powers and duties as granted under O.C.G.A. § 36-64-1  
et seq.

(b) The authority shall, each year, timely submit to the governing bodies of the City and County a budget for the administration,  
operation and maintenance and capital improvements of the recreation program and showing expected expenditures in each of the  
recreation areas. The City and County Commissions will conduct with the Authority an annual meeting to review and plan for budget  
needs,

(c) The authority is empowered to establish, revise and collect fees and rentals for the use of recreation areas and to impose  
conditions and set requirements governing such use. Accurate records of such fees shall be always maintained and open to  
inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.

(d) The authority shall periodically report to the governing bodies the condition of the respective lands and capital  
improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make  
recommendations concerning such condition and/or required repairs.

(e) Nothing in this article shall prevent the authority from contracting with the city to perform work in the recreation areas, but performance by the city shall be the subject of separate charges and shall not be considered participation by the city.  
(1) . The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fundraising groups shall be created and operated as required by Georgia law.  
(g) The Authority shall use the same purchasing procedures as does Floyd County and will work with the City and County purchasing agents to insure procurement effectiveness. Cooperative purchasing with the City and County should be used whenever possible. Sealed bids must be approved by the Authority Board.  
(h) The Authority will use an auditing firm selected by Floyd County. Audit procedures shall be in accordance with state law as it applies to counties. The Floyd County Comptroller • shall have the same oversight responsibilities as with Special Revenue Funds administered by the County.

Sec. 15-57. Parks and recreation director and other employees; duties.

(a) The authority shall appoint a parks and recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the parks and recreation program, but the salaries thereof shall be within and consistent with the budget established and approved.

(b) The duties of the director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by the authority and within the budget submitted to and approved by the governing bodies of the city and county. He shall prepare and present to the authority a suggested budget showing anticipated revenue and required expenditures.

(c) The Authority's director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

Sec. 15-58. Financial participation, retention of title to land and capital improvements; diminishing yearly contribution by city.

(a) The City and County shall, and do respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land owner/owners.

(b) The financial participation of the city and county in the recreation program shall begin on the basis of 50 percent/50 percent for the year 1973, with the contribution by the city to reduce by five percent each year for a period of ten years. •

(c) For the year 1983 and succeeding years, the county shall finance the entire budget, and the city shall not be required to contribute; provided that, in no event shall the rights of the city and its residents be abridged in any manner in the operation of the recreation program.

(d) Certain projects such as CDBG projects may be procured and administered by the City or the County, but will be done in consultation with the Authority.

(e) The Authority will seek and administer grants and private assistance for capital projects. ^

(f) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

Sec. 15-59. Contract

The chairman and secretary of the city commission are authorized to enter into and sign on behalf of the city a contract with the county to cooperate in the establishment of the authority and a county wide recreation program; to provide for the financial participation of the city in such program; to provide for a term; to provide for termination and arbitration; to provide for assurance that the integrity of the city recreation system shall be maintained; and to contain such other terms as may be necessary to carry out the intentions of the parties.

SECTION

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.  
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.4.

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

EXHIBIT B

GEORGIA, FLOYD COUNTY:

WHEREAS, under the provisions of Georgia Laws 1946, pp. 152, 156, and is mentioned by Georgia Laws 1964, pp. 319, 320, and Georgia Laws 1971, pp. 262, 263, and also, under the provisions of Section One, Article IX, of the Constitution of the State of Georgia. Section 3, thereof, by the creation of a Parks and Recreation Authority, with membership to be appointed as hereafter provided by the governing authorities of the City of Rome and Floyd County, and

NOW, BE IT RESOLVED, and it is hereby resolved by the authority of the same, that this Board pursuant to the laws set out above, and in agreement with the City of Rome, does hereby jointly and in concert with the same, authorize the continuation of the ROME-FLOYD PARKS AND RECREATION AUTHORITY, to be composed of Nine (9) voting members, and two (2) non-voting members said appointments to be made in the following manner:

(a) The Governing Authorities of the City of Rome and Floyd County shall appoint the Board of the Authority as follows:

(1) The County shall appoint six (6) voting members to the Authority Board, of which one (1) shall be nominated by the Cave Spring City Council and approved by the County. Only one County commissioner may be appointed to the Authority Board whose term will be at the discretion of the County.

(2) The City shall appoint three (3) voting members to the Authority Board. Only one City Commissioner may be appointed to the Authority Board whose term will be at the discretion of the City.

- (3) The Rome City School Board and Floyd County School Board shall each appoint one (1) non-voting member
- (4) The members of the Authority Board shall serve a maximum of two (2) consecutive five-year terms.
- (5) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.
- (6) The County Commission shall have the authority to remove a County-appointed member for the following reasons: A) Failure to meet attendance requirements (members missing three consecutive meetings or four meetings in one year) are subject to being replaced); B) Malfeasance in office; C) Indictment for a crime involving moral turpitude, criminal activity or, D) A recommendation of the other members of the Authority Board.
- (7) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.
- (8) The County will allow the Authority Board. to submit a list of possible Board member candidates for consideration as Board posts become available (the candidates list is for recommendations purposes only and will be non-restrictive in nature).
- (b) The Authority shall be vested with the responsibility and duty to plan, develop and maintain a parks and recreation service system for the City and the County without duplication of services and expense and with the fairness and equity to both political subdivisions.
- (c) The Authority shall provide for expansion of facilities open to all citizens of the City and of the County.
- (d) The Authority shall plan, formulate, implement, operate, administer and maintain said parks and recreation service to the best interest of all Floyd County citizens.
- (e) The Authority shall elect its chairman, and such officers as are necessary, from among its appointed members. No City or County Commissioner may serve as Chairperson of the Authority Board. The terms of the chairman and such other officers shall be one year, or until their successors are duly elected and qualified.
- (f) The Authority shall appoint a secretary who will keep minutes of the meetings and perform such other functions as may be required of him.
- (g) The Authority shall make its own policies and procedures, consistent with the laws of Georgia and with the authority granted by the Agreement between the City and County hereinafter referred to.
- (h) The Authority shall be vested, except as restricted herein, with all powers and duties as granted under Georgia Code Section 69-601 as it now exists, or as it may hereafter be amended.
- (i) The Authority shall appoint a parks and recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the parks and recreation service system, but the salaries thereof shall be within and consistent with the budget established and approved. The duties of said director shall be to plan, organize, direct and control a county-wide parks and recreation system, pursuant to the policies established by the Authority and within the budget submitted to and approved by the governing bodies of the City and County. He shall prepare and present to the Authority Board a suggested budget showing anticipated revenue and required expenditures.
- (j) The Authority shall each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance, and capital improvements of the parks and recreation system.
- (k) Operations and Maintenance shall be funded by the Floyd County tax base appropriation, and the City shall not be required to contribute, provided that, in no event, shall the rights of the City and its residents be abridged in any manner in the operation of the parks and recreation service system.
- (l) The City and the County shall, and do respectively retain title to all their respective lands and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. Further capital investment shall be made with respect to such property by the political subdivision having title thereto.
- (m) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.
- (n) Real Property - The recreation, buildings and park lands will be owned by the City and County either independently or jointly. Capital improvements on real property will remain the responsibility of the respective owner/owners.
- (o) Personal Property - The Authority will own and hold title to equipment, vehicles, furnishings, etc. Ownership would revert back to the purchasing governmental body (most personal property items are purchased by the County Government) if an impasse in the Contract Agreement was to occur.
- (p) The Authority is empowered to establish, revise and collect fees and rentals for the use of parks and recreation services and to impose conditions and set requirements governing such use. Accurate records of such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.
- (q) The Authority is empowered to solicit corporate financial assistance — and create public foundations and friends groups to further develop parks and recreation services in accordance with the terms of the Recreation Contract.
- (r) Nothing herein shall prevent the Authority from contracting with the County to perform work in the parks and recreation areas, but performance by the County shall be the subject of separate charge and shall not be considered participation by the County in accordance with the terms of the Recreation Contract.
- The Chairman and Secretary of the Floyd County Commission are authorized to enter into and sign on behalf of Floyd County, a contract with the City of Rome, Georgia, to cooperate in the empowerment of said Authority and a county-wide parks and recreation service system, to provide for the financial participation of the County in said program, to provide for a term, to provide for termination and arbitration, to provide for assurance that the integrity of the present County parks and recreation system shall be maintained, and to contain such other terms as may be necessary to carry out the intentions of the parties.
- BE IT FURTHER ORDAINED by the Floyd County Commission and it is ordained by authority of same, that all ordinances or parts of ordinances in conflict herewith be, and the same, are hereby repealed.
- Said contract shall further provide that in, the event any conflict or disagreement, as to the terms and conditions of said contract shall arise, during the period of said contract, that the matter shall be settled by non-binding arbitration, with the City of Rome and

the County of Floyd each appointing an Arbitrator, and the two appointees appointing a third Arbitrator.

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

EXHIBIT C

CITY OF ROME REAL PROPERTY

HAMLER CENTER

1.5 acres on West Third Street, consisting of present parks and recreation headquarters, maintenance center, recreation center and gymnasium.

33.7 acres located behind levee on Coosa River, consisting of Youth Sports Complex to include a 4-field Baseball Complex, 2 Field Football/Soccer Complex, playground and Legion Baseball Field.

•^••

RIVERVIEW PARK

WEST THIRD COMPLEX Approximately 13 acres, consisting of memorial Gym, Barron Stadium, Fitness Center, John Maddox Track, Gymnastics Center, Activities Building, and 16-court Tennis Center.

PARKS HOKE PARK 6 acres at Hardy Street and Cherokee, consisting of outdoor basketball court, multi-purpose field, horseshoe pits, playground, softball/baseball field, and volleyball court.

TOLBERT PARK 11 acres at Charlton Road and Oakwood Road, consisting of outdoor basketball court, multi-purpose field, creek, picnic areas, playground, softball/baseball field, and 2 unlighted tennis courts.

RIDGEFERRY PARK 60 acres at Riverside Parkway, consisting of multi-purpose pavilion, fishing and river access, 3 picnic shelters, playground, 2 restroom facilities, natural and paved trails, 2 sand volleyball courts, wetlands demonstration area, and rowing storage facility.

CRANE STREET PARK

DIVISION STREET PARK

EAGLE PARK

MAPLE STREET PARK

NORTHSIDE SWIM CENTER

TRAILS/

THE RIVERWALK

EAST ROME RECREATION CENTER

7 acres at Crane Street, consisting of outdoor basketball court, multi-purpose field, playground, softball/baseball field, and 1 unlighted tennis court.

7 acres at Division Street, consisting of outdoor basketball courts, multi-purpose field, picnic shelter, playground, softball/ baseball field, 2 unlighted tennis courts and 1 volleyball court.

5 acres at Callahan and O'Neil Street, consisting outdoor basketball courts, playground, softball/baseball field. •

5 acres at Maple Street, consisting of Gymnasium, outdoor basketball courts, horseshoe pit, picnic areas, playground, and restrooms.

4 acres at Kingston Road, consisting of outdoor aquatics center (pool and water slide), restrooms, concession stand and showers. All Riverwalk trails and downtown trail system.

Recreation Center located adjacent to Southeast Elementary School.

"4.

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

EXHIBIT D

FLOYD COUNTY REAL PROPERTY

ALTO PARK 68 acres, consisting of a 5 field lighted softball complex, and a 2 field lighted softball complex, 3 concession stands, 3 restroom facilities, 10 lighted tennis courts, 2 playgrounds, picnic shelter, natural trails, and volleyball court.

ARNIUCHEE PARK 31 acres consisting of outdoor basketball courts, fishing, creek, picnic shelter, playground, restrooms, 3 softball/baseball fields, and 2 tennis courts.

CAVE SPRING PARK 10 acres, consisting of outdoor basketball courts, multi-purpose field, picnic shelter, playground, restrooms, 2 softball/baseball fields (1 lighted, 1 unlighted), and 2 lighted tennis courts.

COOSA PARK 11 acres, consisting of outdoor basketball courts, picnic shelter, playground, restrooms, softball/baseball fields, and 2 unlighted tennis courts.

ETOWAH PARK 100 acres, consisting of Senior Adult Recreation Center, Golf Practice Facility, 6 field youth baseball/softball complex (4 lighted, 2 unlighted), Slighted tennis courts with central control building, outdoor in-line skate center, paved trails, 3 restroom facilities, 2 concession stands, 2 playgrounds, picnic shelter.

IVIID WAY PARK 12 acres, consisting of outdoor basketball courts, picnic shelter, playground, 4 softball/baseball fields and batting cage.

GARDEN LAKES

38 acres, consisting of Recreation Center, Gymnasium, outdoor basketball courts, multi-purpose fields, picnic areas, accessible playground, restrooms, tennis court, paved trails, 1 volleyball court, nature trail. PROPOSED: soccer complex and swimming pool.

LOCK ez DAM PARK

RIVERSIDE PARK

SHANNON PARK

WOLFE PARK

MONTGOMERY, LANDING

OLD RIVER ROAD LANDING

SIMMS MTN. TRAIL

73 acres, consisting of campground (RV, group, and tent camping,) Trading Post exhibition center, fishing and boat ramp, horseshoe pits, river, picnic shelters, playground, restrooms, shower and laundry facility, natural trails, observation tower, volleyball court, fishing pier. PROPOSED; Major Lock Activation.

8 acres at Riverside Drive, consisting of softball/baseball field, concession stand, tennis court, volleyball court, and restroom.

22 acres, consisting of Recreation Center, outdoor basketball courts, multi-purpose field, picnic areas, playground, restrooms, softball/baseball field, 4 lighted tennis courts, paved trails, and volleyball court.

17 acres, consisting of Recreation Center, outdoor basketball courts, multi-purpose field, creek, picnic areas, playground, restrooms, softball/baseball field, paved trails, 2 tennis courts.

6 acres, consisting of fishing and boat ramp, lake picnic area. PROPOSED: future restroom.

2 acres, consisting of fishing and boat ramp on river.

24 acres, consisting of natural trails, parking areas and signage.

SOUTH FLOYD PARK 30 acres, PROPOSED FUTURE DEVELOPMENT: sports fields, trails, outdoor courts.

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SERVICE AGREEMENT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

FLOYD COUNTY AND .CITY OF ROME

THIS AGREEMENT, made and entered into this e--4, day of Dem/dee- , 2007, by the Rome-Floyd Parks and Recreation Authority, herein after called the "Authority," the City of Rome, hereafter called the "City," and Floyd County, hereinafter called the "County," all of the foregoing being referred to as "the parties."

WITNESSETH:

WHEREAS, the Authority is duly recognized by Rome and Floyd County as the agency responsible for developing, maintaining, and operating a comprehensive parks and recreation service system; and

WHEREAS, the Authority is seeking to maximize its' resources by contracting out various appropriate financial and human service responsibilities;

WHEREAS, the City and County entered a Contract, dated April 21, 1998, regarding the Authority and its operation; and

WHEREAS, the County has expressed interest in assisting x;vith Authority service desires.

NOW THEREFORE, the Authority, the City and the County agree as follows:

I. The parties recognize and accept the service procedures as outlined in Exhibit "A", SERVICE AGREEMENT PROCEDURES, affecting finance, personnel, purchasing and budget management functions.

II. • The provisions of this Agreement shall be subject to annual review, and the Agreement may be terminated upon approval by two (2) of the three (3) parties involved in this Agreement at the end of any service year (December 31) with a minimum of one hundred twenty (120) days notice. Termination of this Agreement does not affect the responsibility of any part Y under the April 21, 1998 Contract.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereto set their hands and affixed their seals, the day and year first above written.

SIGNATURES COMMENCE ON FOLLOWING PAGE

1

ATTEST:

FLOYD COUNTY:

ATTEST:

• ROME-FLOYD PARKS AND RECREATION AUTHORITY:

BY:

BY:

2

EXHIBIT "A"

RFPRA and FLOYD COUNTY

SERVICE AGREEMENT PROCEDURES

FINANCIAL PROCEDURES

I. Accounts Payable:

a. Authority will issue P.O.'s and handle computer entry.

b. Authority will match invoices with P.O.'s and receiving tickets and submit to Floyd County Finance for payment.

c. Floyd County will handle Computer entry for invoices as they are received. d, Floyd County will process all payables, general O&M and Capital accounts

except for city SPLOST projects, on a timely basis, to take advantage of discounts. Authority name will no;t appear on checks made to vendors.

2. Accounts Receivable:

a. Authority will process cash receipts from fees, rentals, admissions, sponsorships, retail sales, memberships, concessions, grants, donations, etc.

b. Authority will make daily deposits into a Floyd County-RFPRA account with Floyd County receiving deposit slips for,verification.

c. Floyd County will handle daily computer entry of cash receipts into designated accounts.

3. Payroll:

a. Floyd County will process all payroll checks for Authority on a biweekly basis.

b. Authority will prepare and submit payroll requests per Floyd County's established deadline.

4. Finance Procedure

a. RFPRA accounting function will be administered under the direction of the County Comptroller/Finance Director.

## PERSONNEL PROCEDURES

### 1. Insurance:

a: Authority employees will be covered by the county insurance plan.

2. Retirement: a. Retirement decisions remain with the Authority Board.

### 3. Classification and Pay Plan:

a. Authority employees will be classified in accordance to Floyd County pay and classification plan.

b. Authority employees will be granted the same pay privileges and benefits as Floyd County employees.

c. Authority employees will be "at-will" employees.

3

### 4. Personnel Policies:

a. Any changes to existing personnel policies must be reviewed by County Attorney.

## PURCHASING PROCEDURES

1. Authority will adhere to Floyd County Purchasing Policies.

2. The Authority will issue P.O.'s,

3. Blanket P.O.'s can be issued to cover weekend and evening purchases (outside regular office hours.)

4. Exclusive purchasing agreements with vendors will be honored, i.e. Coca-Cola Company.

5. Customary purchases necessary to operate events, festivals, programs, etc. will be permitted.

## BUDGET MANAGEMENT PROCEDURES.

### 1. General O&M Budget:

a. Authority Board will develop and submit an annual Operations and Capital Budget to Floyd County and a Capital Budget to the City of Rome by October 1 of each year.

b. Floyd County will approve annual funding for Operations and Capital Improvements for the Authority.

c. Floyd County's budget system is line item. Authority's budget is an enterprise system.

d. Authority Board will manage its O&M and Capital budgets, making adjustments as appropriate. Account line changes will be in accordance with the County Finance Department's guidelines/procedures.

### 2. Special Carryover Accounts:

a. Separate accounts and fund balances will be maintained on designated carryover accounts, i.e. Hall of Fame, Rome Relays, etc., keeping them as sub-departments of the Authority.

### 3. Grants Administration

a. Authority will handle grants administration, as in the past.

b. Floyd County will front expense allocations required to attract matching grant funds (this includes City projects as well as County projects.)

### 4. Other:

a. Funds in the Floyd County-RFPRA account will earn interest income.

b. A petty cash amount can be maintained at the Authority office. The Authority and Floyd County Finance Department will make monthly reconciliation's and journal entries.

c. Authority will continue management of an annual fund balance and is encouraged to maintain a fund balance for emergency and contingency purposes.

d. City and County capital funds will be transferred to a Rome-Floyd Parks and Recreation Authority fund on a quarterly basis beginning in January of each year.

4

At least twenty-five percent (25%) of the City's and County's budget for capital will be paid at the beginning of each quarter for the first three (3) quarters of the Authority's fiscal year, and full funding will be provided for any project completed during the prior quarter. Appropriate expenditure records/documentation will be provided to the City and County finance departments for each project on a timely basis. The fourth quarter payment will be evaluated and adjusted, and fourth quarter payments will be based upon actual expenditures incurred.

5

## CITY OF ROME ORDINANCE

### ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

#### EXHIBIT C

AN ORDINANCE TO AMEND THE PARKS, RECREATION AND CULTURAL AFFAIRS ORDINANCE OF THE CITY OF ROME, GEORGIA, AND PARTICULARLY PART III, CHAPTER 15, ARTICLE II, AND MORE PARTICULARLY SECTIONS 15-51, 15-52, 15-53(a), 15-53(b), 15-53(c), 15-53(g), 15-54(a), 15-55(a), 15-55(e), 15-56(a), 15-56(b), 15-56(c), 15- 56(d), 15-56(e), 15-56(f), 15-56(g), 15-56(h), 15-56(i), 15-56(j),

15-56(k), 15-57(a), 15-57(b), 15-58(c), 15-58(d), 15-58(e), 15-59; TO CHANGE THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE CITY AND/OR COUNTY; TO PROVIDE TERM LIMITS FOR THE MEMBERS; TO CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

#### SECTION I:

BE IT ORDAINED BY THE ROME CITY COMMISSION, and it is ordained by authority of the same, that DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY, and more particularly Sections 15-51 through 15-59, inclusive, of the Code of the City of Rome, Georgia, are hereby amended to read as follows:

DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY See. 15-51. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

The Authority means the Rome-Floyd County Parks and Recreation Authority. The City means the City of Rome, Georgia.



The County means Floyd County, Georgia.

Director means the appointed person selected by the City and County Managers as the Executive of the Authority.

Page 1 of 7

Sec. 15-52. Creation.

The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the city and the county, as authorized by O.C.G.A. § 36-64-1 et seq. The Authority shall be organized and empowered as set out in this article.

Sec. 15-53. Appointment of members; terms; vacancy; removal.

(a) The Authority shall consist of seven (7) appointed voting members. Others may serve on the Authority as ex-officio, non-voting members. The appointed voting members terms shall begin July 1, 2015. Except for the initial appointees, all terms will be for five (5) years.

(b) The City shall appoint three (3) voting members and the County shall appoint four (4) voting members. The Cave Spring City Council, the Rome City Schools and Floyd County Schools shall each have one appointment to serve as an ex-officio, non-voting member. Each governmental entity may use its own selection and appointing methodology. In addition to the Floyd County and Rome City Managers, the County and the City may each appoint one of their respective commissioners to each serve as an ex-officio non-voting member to the Authority Board.

(c) In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a five-year term, one (1) person for a four-year term and one (1) person for two-year term; the initial appointment by the County shall be two (2) persons for three-year terms, one (1) person for a five-year term, and one (1) person for one-year term. The members shall serve until their successors are duly appointed and qualified. Members of the Authority may serve up to two consecutive five-year terms.

(d) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(e) Members of the Authority may be involuntarily removed by the appointing body which originally appointed such member only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude, or unanimous recommendation of the other members of the Authority.

(f) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

(g) The absence of any member for three consecutive regular meetings without leave except when such absence is made necessary by sickness or other similar causes will declare vacant the seat of such member, in which the vacancy thus created shall be filled by the appropriate appointing governing body.

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(h) All Authority Members are expected to attend an orientation session upon joining the Authority. Additionally, it is expected that all members be present for at least 75% of regularly scheduled meetings each calendar year.

Sec. 15-54. Purpose and responsibility.

(a) The purpose of the Authority is to serve as a citizen board to advise the Floyd County Commission and Rome City Commission, the Floyd County and Rome City Managers, and the Director of the Authority, on various matters pertaining to the operation of park facilities and recreation programs within Rome and Floyd County, to make policy recommendations to Floyd County and the City of Rome, and to carry out duties as may be assigned to them by the respective County and City Commissions. This purpose is to assist in the developing, maintaining, and operating a comprehensive parks and recreation service system for the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. Facilities shall be open to all citizens of the City and of the County. The goal of the Authority shall be to assure that operation and maintenance of all facilities, whether titled in the City or County, will continue at a level equal to, or better than, in prior years.

Sec. 15-55. Organization; rules.

(a) The Authority shall elect its chairperson and vice chairman from among its appointed voting members, provided one shall be a County appointee and the other a City appointee. The terms of the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No elected official or City and/or County Manager may serve as chairperson.

(b) In the event of the resignation of any officer, the members shall elect a successor in accordance with subsection (a) above. The department shall designate staff members to serve in the capacity of Secretary. The Secretary is responsible for distributing meeting agendas, minutes, and other relevant information to Authority members. The Parks and Recreation Director is the primary point of contact in the department for the Authority officers and members.

(c) The Authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this article, the resolution of the County and the agreement between the City and the County referred to in this article. Any amendments or modifications to this article must be approved by the City and the County.

Sec. 15-56. Powers and duties; budget; fees.

(a) The Chairperson of the Authority shall preside at all meetings of the Authority and shall perform such other duties as may be determined by the Authority.

(b) The Vice Chairperson shall assume the duties of the Chairperson in his or her

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absence.

(c) The Director of Parks and Recreation is responsible for the general administration of the Department and for carrying out the policies recommended by the Authority when approved by the appropriate governing body. In conjunction with the County and City Managers, the Parks and Recreation Director shall be the agent of the Rome Floyd Parks and Recreation Authority and to that end shall supervise the operation of all the Department's activities. The Director shall submit a detailed report of activities and administration of the programs of the Parks and Recreation Department to the City and County Managers and to the Authority at each regular meeting for the month prior to the meeting.

(d) The Board Secretary is responsible for notifying Authority Members and the public of all meetings. The Secretary is responsible for keeping minutes of each meeting and for distributing meeting agendas, minutes, and other relevant information to

Authority members, Department staff, and the public.

(e) The Authority shall make recommendations affecting recreation policies, programs, finances, developing or closing a park facility and land acquisition related to the Department's programs and policies. Such recommendations shall be forwarded, to and approved by the appropriate governing body. The Authority's recommendations are advisory in nature. The Authority shall be responsive to the concerns and needs of the community and shall support the Department to ensure that the community's needs are met. The Authority shall study, review, and formulate solutions to alleviate problems concerning recreational activities. They shall enlist the cooperation of community, religious, professional, civic, labor and business organizations and other identifiable groups (i.e. YMCA, Boys & Girls Club, among others) within the county in programs and campaigns devoted to the improvement of recreational opportunities. Formal recommendations of the Authority shall be communicated with City and County Commissions by and through the Parks and Recreation Director.

(f) The Authority shall work with the Director each calendar year to establish an operating budget to be approved by the Floyd County Commission and accompanying capital budgets to be approved by the appropriate governing body. The Authority shall advise the Director who shall annually establish program participation and facility rental fees that seek to meet the overall objectives of the County and the City as well as furthering the overall mission of the Authority. Within the annual budget, the Authority shall endeavor to establish and manage a comprehensive scholarship program that serves to increase youth participation in all sports.

(g) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such

Page 4 of 7

bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(h) Nothing in this article shall prevent the Authority from contracting with the City for the City to perform work in the recreation areas, but performance by the City shall be the subject of separate charges.

(i) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fund-raising group's shall be created and operated as required by Georgia law.

(j) Meetings:

(i). Regular monthly meetings of the Rome-Floyd Parks and Recreation Authority shall be held at a time and place agreed upon by the majority of the membership and shall not conflict with City or County meeting schedules.

(ii). Special meetings may be called by the Chairperson or upon written request from a majority of the body with a minimum 48-hour public notice, but such meetings may not conflict with City or County Commission meeting schedules.

(iii). A majority (4 of the 7 voting members) of the members constitute a quorum.

(iv). In case of an expected absence from a meeting, the Authority member should notify the Secretary and Director.

(v). The process for conducting meetings will adhere to Roberts Rules of Order. The Authority Chairperson and the Director shall endeavor to create a meeting agenda and distribute it in advance to all Authority members, at least 24-hours prior to the meeting. Requests for changes or additions to the agenda should be submitted to the Chairperson and/or the Director.

(vi). All meetings are open to the public.

(vii). A joint meeting with both Governing Authorities shall be held no less than once annually.

(k) Committees:

(i). The Chairperson may appoint such committees, standing or special, as may be authorized by the Authority.

(ii). The Chairperson and the Director of Parks and Recreation shall be ex-officio members of all committees and, as such, shall be notified of all meetings.

(iii). An Executive Committee consisting of the Chairperson, Vice Chairperson, and one other Authority member appointed by the members, shall meet with the Department Director and other staff as needed to manage logistics, responsibilities, and general activities of the Authority.

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Sec. 15-57. Parks and recreation director and other employees; duties.

(a) The City and County Managers shall appoint the Parks and Recreation Director, but the salary thereof shall be within and consistent with the budget established and approved.

(b) The duties of the Director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by this Agreement and the Authority and within the budget submitted to and approved by the governing bodies of the City and County. The Director shall prepare and present to the County and City a suggested budget showing anticipated revenues and required expenditures.

(c) The Director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

Sec. 15-58. Financial participation, retention of title to land and capital improvements; diminishing yearly contribution by City.

(a) The City and County shall, and do, respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land owner/owners.

(b) Since the year 1983 and for all succeeding years, the County shall finance the operating budget, and the City shall not be required to contribute. No matter which governmental entity is responsible for operation or maintenance of a particular facility, in no event shall the rights of the city or the County and their residents be abridged in any manner in the operation of the recreation program.

(c) Certain future projects such as CDBG projects may be procured and administered by the City or the County, in consultation with the Authority.

(d) The Authority will seek and administer grants and private assistance for capital projects. Any such capital improvement will inure to the benefit of the owner of that facility.

(e) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

Page 6 of 7

Sec. 15-59. Contract.

The chairman and secretary of the city commission are authorized to enter into and sign on behalf of the city a contract with the county to cooperate in the establishment of the Authority and a county wide recreation program; to provide for the financial participation of the city in such program; to provide for a term; to provide for termination and arbitration; to provide for assurance that the integrity of the recreation system shall be maintained; and to contain such other terms as may be necessary to carry out the intentions of the parties.

SECTION II:

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.

''

3204881RFPRA ordinance (2015)

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FLOYD COUNTY ORDINANCE

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

EXHIBIT D

AN ORDINANCE TO AMEND THE PARKS AND

RECREATION ORDINANCE OF FLOYD COUNTY, GEORGIA, AND PARTICULARLY PART II, CHAPTER 2, AND MORE PARTICULARLY SECTIONS 2-13-1, 2-13-2, 2-13-3; TO ADD DEFINITIONS, CHANGE THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE COUNTY AND/OR CITY; TO PROVIDE TERM LIMITS FOR THE MEMBERS; TO PROVIDE THAT THE AUTHORITY IS AN ADVISORY BOARD; TO CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FLOYD COUNTY, GEORGIA, and it is hereby ordained by authority of the same, that the Code of Floyd County, Georgia, is amended as follows:

SECTION I:

CHAPTER 2-13. PARKS AND RECREATION, and more particularly Sections 2-13-1 through 2-13-3, inclusive, of the Code of Floyd County, Georgia, are hereby amended, by deleting Sections 2-13-1 through 2-13-3, inclusive, in their entirety, and be amended to read as follows:

Sec. 2-13-1. Definitions.

As used in this chapter, the following terms shall have the respective meanings ascribed to them:

Alcoholic beverages: All intoxicating beverages, malt beverages, wine or any other beverages containing any alcohol whatsoever.

Authority: The Rome-Floyd County Parks and Recreation Authority.

Building: Any structure attached to the ground which as a roof and which is designed for the shelter, housing or enclosure of persons, animals or property of any kind. The word "building" includes the word "structure."

The City: The City of Rome, Georgia. The County: Floyd County, Georgia.

Destination park: An outdoor recreational area owned by the County providing opportunities for fishing, camping, hiking, boating, picnicking and nature study, but excluding any organized athletic leagues or similar youth-oriented activities.

Director: The appointed person selected by the City and County Managers as the Executive of the Authority.

Firearm: Any armament that is designed to or may readily be converted to expel a projectile by the action of an explosive or the frame or receiver of any such armament, any firearm muffler or firearm silencer, or any disruptive device as defined in 18 U. S. C. Section 921(a)(3).

Litter: All garbage, refuse, paper, rubbish, debris, trash and all other waste material, whether natural or artificial.

Recreation facilities: All recreation areas and parks, including land, buildings, lakes, swimming pools, and all other property and buildings owned, leased or managed by the County or the Authority or their designated agents or departments.

Vehicle: Any motor-driven equipment, automobile, truck, motorcycle, bicycle or sled. Weapon: Any hatchet, ax, bb-gun, air gun, slingshot, bow, or other similar device. Sec. 2-13-2. — Joint City-County Recreation Authority.

A. The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the City and the County, as authorized by O.C.G.A. § 36-64-1 et seq. The Authority shall be organized and empowered as set out in this section. The Authority shall consist of seven (7) appointed voting members. Others may serve on the Authority as ex-officio, non-voting members. The appointed voting members terms shall begin July 1, 2015. Except for the initial appointees, all terms will be for five (5) years.

(1) The City shall appoint three (3) voting members and the County shall appoint four (4) voting members. The Cave Spring City Council, the Rome City Schools and Floyd County Schools shall each have one appointment to serve as an ex-officio, non-voting member. Each governmental entity may use its own selection and appointing methodology. In addition to the Floyd County and Rome City Managers, the County and the City may each appoint one of their respective commissioners to each serve as an ex-officio non-voting member to the Authority Board.

(2) In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a five-year term, one (1) person for a four-year term and one (1) person for two-year term; the initial appointment by the County shall be two (2) persons for three-year terms, one (1) person for a five-year term, and one (1) person for one-year term. The members shall serve until their successors are duly appointed and qualified. Members of the Authority may serve up to two consecutive five-year terms.

(3) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their

official duties.

(4) Members of the Authority may be involuntarily removed by the appointing body which originally appointed such member only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the Authority.

(5) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

(6) The absence of any member for three consecutive regular meetings without leave except when such absence is made necessary by sickness or other similar causes will declare vacant the seat of such member, in which the vacancy thus created shall be filled by the appropriate appointing governing body.

(7) All Authority Members are expected to attend an orientation session upon joining the Authority. Additionally, it is expected that all members be present for at least 75% of regularly scheduled meetings each calendar year.

B. The Authority shall elect its chairperson and vice chairman from among its appointed voting members, provided one shall be a County appointee and the other a City appointee. The terms of the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No elected official or City and/or County Manager may serve as chairperson.

(1) In the event of the resignation of any officer, the members shall elect a successor in accordance with section B above. The department shall designate staff members to serve in the capacity of Secretary. The Secretary is responsible for distributing meeting agendas, minutes, and other relevant information to Authority members. The Parks and Recreation Director is the primary point of contact in the department for the Authority officers and members.

(2) The Authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this article, the resolution of the County and the agreement between the City and the County referred to in this article. Any amendments or modifications to this article must be approved by the City and the County.

(3) The Chairperson of the Authority shall preside at all meetings of the Authority and shall perform such other duties as may be determined by the Authority. The Vice Chairperson shall assume the duties of the Chairperson in his or her absence.

(4) The Director of Parks and Recreation is responsible for the general administration of the Department and for carrying out the policies recommended by the Authority when approved by the appropriate governing body. In conjunction with the County and City Managers, the Parks and Recreation Director shall be the agent of the Rome Floyd Parks and Recreation Authority and to that end shall supervise the operation of all the Department's activities. The Director shall submit a detailed report of activities and administration of the programs of the Parks and Recreation Department to the City and County Managers and to the Authority at each regular meeting for the month prior to the meeting.

(5) The Board Secretary is responsible for notifying Authority Members and the public of all meetings. The Secretary is responsible for keeping minutes of each meeting and for distributing meeting agendas, minutes, and other relevant information to Authority members, Department staff, and the public.

(6) The Authority shall make recommendations affecting recreation policies, programs, finances, developing or closing a park facility and land acquisition related to the Department's programs and policies. Such recommendations shall be forwarded to and approved by the appropriate governing body. The Authority's recommendations are advisory in nature. The Authority shall be responsive to the concerns and needs of the community and shall support the Department to ensure that the community's needs are met. The Authority shall study, review, and formulate solutions to alleviate problems concerning recreational activities. They shall enlist the cooperation of community, religious, professional, civic, labor and business organizations and other identifiable groups (i.e. YMCA, Boys & Girls Club, among others) within the county in programs and campaigns devoted to the improvement of recreational opportunities. Formal recommendations of the Authority shall be communicated with City and County Commissions by and through the Parks and Recreation Director.

(7) The Authority shall work with the Director each calendar year to establish an operating budget to be approved by the Floyd County Commission and accompanying capital budgets to be approved by the appropriate governing body. The Authority shall advise the Director who shall annually establish program participation and facility rental fees that seek to meet the overall objectives of the County and the City as well as furthering the overall mission of the Authority. Within the annual budget, the Authority shall endeavor to establish and manage a comprehensive scholarship program that serves to increase youth participation in all sports.

(8) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(9) Nothing in this article shall prevent the Authority from contracting with the City for the City to perform work in the recreation areas, but performance by the City shall be the subject of separate charges.

(10) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fundraising groups shall be created and operated as required by Georgia law.

(11) Meetings:

(a) Regular monthly meetings of the Rome-Floyd Parks and Recreation Authority shall be held at a time and place agreed upon by the majority of the membership and shall not conflict with City or County meeting schedules.

(b). Special meetings may be called by the Chairperson or upon written request from a majority of the body with a minimum 48-hour public notice, but such meetings may not conflict with City or County Commission meeting schedules.

(c). A majority (4 of the 7 voting members) of the members constitute a quorum.

(d). In case of an expected absence from a meeting, the Authority member should notify the Secretary and Director.

(e). The process for conducting meetings will adhere to Roberts Rules of Order. The Authority Chairperson and the Director shall endeavor to create a meeting agenda and distribute it in advance to all Authority members, at least 24-hours prior to the meeting.

Requests for changes or additions to the agenda should be submitted to the Chairperson and/or the Director.

(f). All meetings are open to the public.

(g). A joint meeting with both Governing Authorities shall be held no less than once annually.

(12) Committees:

(a) The Chairperson may appoint such committees, standing or special, as may be authorized by the Authority.

(b). The Chairperson and the Director of Parks and Recreation shall be ex-officio members of all committees and, as such, shall be notified of all meetings.

(c). An Executive Committee consisting of the Chairperson, Vice Chairperson, and one other Authority member appointed by the members, shall meet with the Department Director and other staff as needed to manage logistics, responsibilities, and general activities of the Authority.

C. The City and County Managers shall appoint the Parks and Recreation Director, but the salary thereof shall be within and consistent with the budget established and approved. The duties of the Director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by this

Agreement and the Authority and within the budget submitted to and approved by the governing bodies of the city and county. The Director shall prepare and present to the County and City Managers a suggested budget showing anticipated revenues and required expenditures. The Director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

D. The City and County shall, and do, respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land owner/owners.

1. Since the year 1983 and for all succeeding years, the County shall finance the operating budget, and the City shall not be required to contribute. No matter which governmental entity is responsible for operation or maintenance of a particular facility, in no event shall the rights of the City or the County and their residents be abridged in any manner in the operation of the recreation program.

2. Certain future projects such as CDBG projects may be procured and administered by the City or the County, in consultation with the Authority.

3. The Authority will seek and administer grants and private assistance for capital projects. Any such capital improvement will inure to the benefit of the owner of that facility.

4. Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

See. 2-13-3. -- Purpose.

The purpose of the Authority is to serve as a citizen board to advise the Floyd County Commission and Rome City Commission, the Floyd County and Rome City Managers, and the Director of the Authority, on various matters pertaining to the operation of park facilities and recreation programs within Rome and Floyd County, to make policy recommendations to Floyd County and the City of Rome, and to carry out duties as may be assigned to them by the respective County and City Commissions. This purpose is to assist in the developing, maintaining, and operating a comprehensive parks and recreation service system for the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. Facilities shall be open to all citizens of the City and of the County. The goal of the Authority shall be to assure that operation and maintenance of all facilities, whether titled in the City or County, will continue at a level equal to, or better than, in prior years.

SECTION II:

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.

SECTION III:

This Ordinance shall become effective upon approval by the Board of Commissioners of Floyd County, Georgia.

This day of April, 2015.

FLOYD COUNTY BOARD OF COMMISSIONERS

BY:

LARRY MAXEY, Chairman ATTEST:

BY:

, County Clerk READ AND APPROVED BY:

JAMIE MCCORD, County Manager

WADE C. HOYT, III, County Attorney

320683County/RFPPA ordinance (2015)

EXHIBIT E

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY EXHIBIT

CITY OF ROME REAL PROPERTY

BANTY JONES PARK

PARKS HOKE PARK

TOLBERT PARK

RIDGEFERRY PARK

PARKS MAINTENANCE

6 managed acres at 212 E 13th Street, consisting of covered basketball court, multi-purpose field, playground, and restrooms and picnic pavilion.

2.5 managed acres at 200 Hardy Avenue, consisting of 3 outdoor basketball courts, multi-purpose field, and playground.

10 managed acres at 351 Charlton Street, consisting of outdoor basketball court, multi-purpose field, creek, picnic areas with pavilion, playground, and 2 unlighted tennis courts.

52 managed acres at 393 Riverside Parkway, consisting of multi-purpose pavilion, fishing and river access, 4 picnic shelters, 3 playgrounds, 2 restroom facilities, natural and paved trails, 2 sand volleyball courts, stage, and 2 fitness stations.

1.5 managed acres at 170 North Avenue, consisting of Parks

HEADQUARTERS Division office, supply storage, and maintenance/mechanic shop.

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EXHIBIT E

GYMNASTICS 4.5 managed acres at 1 Shorter Avenue, consisting of  
CENTER/HQ Administrative Headquarters and the Gymnastics Center.

RIVERVIEW PARK

HERITAGE PARK

NORTHSIDE SWIM CENTER

23 managed acres located behind levee at 255 Jewel Frost Drive, consisting of Youth Sports Complex to include a 4-field Baseball Complex, 2 Field Football/Soccer Complex and playground, 2 batting cages, 2 pavilions, and 3 service buildings.

8.5 managed acres at 101 Jewel Frost Drive consisting of restrooms, 2 picnic pavilions, gazebo, playground, and the Piggy Green boat ramp/dock.

4 managed acres at 501 Kingston Avenue, consisting of outdoor aquatics center (pool and water slide), restrooms, concession stand and showers, 2 pavilions and playground.

FIELDER CENTER 1 managed acre at 1508 Crane Street with a Recreation Center/gymnasium located adjacent to Southeast Elementary School.

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EXHIBIT E

CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY EXHIBIT

FLOYD COUNTY REAL PROPERTY

ALTO PARK

CAVE SPRING PARK

ETOWAH PARK (PARKER CENTER)

MIDWAY PARK

40.5 managed acres at 1014 Burnett Ferry Road, consisting of a 5 field lighted softball complex, and a 3 field lighted softball complex, 3 concession stands, 3 restroom facilities, 10 lighted tennis courts, 2 playgrounds, picnic shelter, natural trails, volleyball court, Quonset shed and maintenance shed.

7 managed acres at 26 Mill Street, consisting of outdoor basketball courts, picnic shelter, playground, restrooms, 2 lighted softball/baseball fields, 2 lighted tennis courts, and a batting cage.

43 managed acres at 1325 Kingston Highway, consisting

of the Senior Adult Recreation/Community Center, Golf Practice Facility, 6 field youth baseball/softball/t-ball complex (4 lighted, 2 unlighted), 10 lighted tennis courts with central control building, outdoor in-line skate center, paved trails, 3 restroom facilities, 2 concession stands, 2 playgrounds, picnic shelter, pavilion with restroom, and Quonset shed.

20 managed acres at 125 Midway Park Road, consisting of outdoor basketball court, 3 picnic shelters, playground, 3 softball/baseball fields and batting cage, 2 Tennis Courts, and bathroom shelters.

GARDEN LAKES 36 managed acres at 2901 Garden Lakes Blvd., consisting of a

(ANTHONY) Recreation Center, Gymnasium, outdoor basketball courts, multipurpose fields, picnic areas, picnic shelters, accessible

playground, restrooms, tennis court, paved trails, 4 soccer fields with service building.

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EXHIBIT E

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LOCK & DAM PARK

RIVERSIDE PARK

SHANNON PARK (SHAG WILLIAMS)

WOLFE PARK (GILBREATH)

BRUSHY BRANCH

69 managed acres at 181 Lock and Dam Road, consisting of campground (RV, group, and tent camping,) Trading Post exhibition center, fishing and boat ramp, horseshoe pits, river, picnic shelters, playground, restrooms, shower and laundry facility, natural trails, observation tower, volleyball court, fishing pier, and boat ramp.

6.5 managed acres at Redwood Street, consisting of softball/baseball field, tennis court and basketball court.

22 managed acres at 40 Minshew Road, consisting of a Recreation Center and Log Cabin Hut, outdoor basketball courts, 1 multi-purpose field, picnic areas, playground, restrooms, 2 softball/baseball field, 2 lighted tennis courts, paved trails, and pavilion-covered basketball courts.

14 managed acres, consisting of Recreation

Center/Gymnasium, outdoor basketball courts, multi-purpose field, creek, picnic areas, playground, restrooms, 2 softball/baseball field, paved trails, 2 tennis courts, and pavilions.

6 managed acres at 7354 Black Bluff Road, consisting of fishing and boat ramp, lake, picnic area and restroom.

NORTH FLOYD PARK 26 managed acres at 102 North Floyd Park Road, Consisting of the

(THORNTON CENTER) Thornton Community Center/Gymnasium, 2 soccer/multipurpose fields, 2 service buildings, maintenance building, 4 lighted baseball fields, outdoor basketball courts, 2 pavilions, and 2 playgrounds.



Georgia Department of  
**Community Affairs**



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: FLOYD COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF CAVE SPRING</u>	Mayor	Rob Ware		6/30/2021
<u>CITY OF ROME</u>	Mayor	Craig McDaniel		6-28-21
<u>FLOYD COUNTY</u>	Chairman	Wright Bagby		6-28-21