

**CITY OF GRANTVILLE
CITY COUNCIL MEETING
AGENDA
November 18, 2019 at 6:30 p.m.
Glanton Municipal Complex
123 Lagrange Street, Grantville, GA**

Call to Order:

Invocation:

Pledge of Allegiance:

Approval of Agenda:

Approval of Minutes: Minutes October 14, 2019 & October 28, 2019

Discussion/Decision on the Removal of Sludge from the Land Application System Pond #1 Colley Street

Discussion/Approval of MEAG Power Annual Subscription for Supplemental Power

Discussion/Approval of Georgia Power: Lighting Services Agreement – Surveillance

Discussion/Approval of Resolution No. 2019-26: No Personal Checks for Fine Payments in Municipal Court

Discussion/Approval for Mayor to sign Electric Cities of Georgia Year-End Settlement (YES) and Contract Payment Reimbursement form Fiscal Year 2019 in the amount of \$2,150.73

Discussion/Approval for Mayor to sign MCT Election Form - MEAG Power

Discussion/Decision on Application for Commissions & Boards: George Henry Shelnett; Leola (Penny) Wynn

HPC: vacancy to replace Scott Perkins term expires January 17, 2021

Planning & Zoning: no vacancy

Recommendations of the Administrative Committee

Recommendation of the Administrative Committee to Amend Section 38-1(b) of the Code of Ordinances to employ the services of a rating specialist not less than every five years to study and review the rates then in effect and suggest changes.

Recommendation of the Administrative Committee to Amend Section 2.02(f) of the Charter requiring that those candidates seeking election for the office of mayor and council who receive a majority (replacing plurality) of the votes cast shall be deemed elected.

Recommendation of the Administrative Committee to Amend Section 3.03 of the Charter in line 4 by adding the phrase "Should the post of City Manager not be filled"; --after the words the Mayor may direct for such purposes and before the words--he shall have... .

Recommendation of the Administrative Committee to Amend Section 3.04 of the Charter in line 2 by deleting the phrase "who shall be the chief managerial aide to the mayor".

Recommendation of the Administrative Committee to Add a New Paragraph to Charter section 3.04:
The City Manager shall notify the Mayor and City Council as soon as feasible of all work being performed on City Property save for ordinary repair and maintenance activities identifying who is performing the work and the funding source.

Recommendation of the Administrative Committee to Amend Section 3.07 of the Charter in line 1 by adding the phrase after the word--charter, "the City Manager, if the post is filled or otherwise" and before--the Mayor and city council... .

Recommendation of the Administrative Committee to Amend Section 3.08 of the Charter in line 2 by adding the phrase "City Manager, if the post is filled or otherwise by the" after the words--from office at any time by the and before the words--Mayor and City Council.

Discussion/Decision on 2019 LMIG Project

- 1) **Griffin Street Pavement Repairs and Resurfacing from Highway 29 to Main Street: cost \$310,000 Or**
- 2) **Charles Patterson Road Pavement Repairs and Resurfacing from Allen Road to the CSX railroad crossing: cost \$303,000**

Discussion/Approval of Georgia Council for the Arts Vibrant Communities Grant Agreement FY20

Citizens Comments:

City Council Comments

Councilmember Alan Wacaser:

Councilmember Mark King:

Councilmember Ruby Hines:

Councilmember Jim Sells:

Mayor Doug Jewell:

City Manager Al Grieshaber Jr.:

City Attorney Mark Mitchell:

Adjournment:

**CITY OF GRANTVILLE
CITY COUNCIL MEETING
MINUTES
October 28, 2019 at 6:30 p.m.
Glanton Municipal Complex
123 Lagrange Street, Grantville, GA**

Call to Order: Mayor Jewell called the meeting to order at 6:30 p.m.

Present: Mayor Doug Jewell, Councilmembers Alan Wacaser, Mark King, Ruby Hines and Jim Sells. City Manager Al Grieshaber Jr., City Attorney Mark Mitchell and City Clerk Robi Higgins

Invocation: Mr. Mowery **Pledge of Allegiance:** Mayor Jewell

Approval of Agenda: King/Hines: 4-0

Approval of Minutes: September 23, 2019 City Council Meeting Wacaser/King: 4-0

Discussion/Approval of Film Permit Application: Big Indie Underground Inc
Sells/Hines: 4-0

First Reading: Ordinance No. 2019-12 to Amend Section 2-24 of the Code of Ordinances to Amend the Rules for Regularly Scheduled Council Meetings

Discussion/Decision on Veto of Resolution No. 2019-08

Resolution No. 2019-08 to Approve United Bank for banking services for the City of Grantville was adopted on February 25, 2019. Motion to override Veto. Sells/King: 3-1 Wacaser

Ordinance No. 2019-08 to Adopt the Fiscal Year 2020 Budget for the City of Grantville was adopted on September 23, 2019. Items specifically vetoed by the Mayor are as follows:

General Fund Police Department 100-3210 item 542200 Vehicles: \$120,000.00

Electric Fund 510-4600 item 542200 Vehicles: \$25,000.00

Gas Fund 515-4700 item 542200 Vehicles: \$25,000.00

Motion to override veto. King/Wacaser: 2-2 Mayor breaks the tie. Veto stands.

Discussion/Approval of Intergovernmental Agreement between Coweta County, City of Grantville and Sheriff regarding the Detention of Inmates at the County Jail

Hines/King: 4-0

Discussion/Approval of Resolution No. 2019-27: Fiscal Year 2019 Budget Amendments

King/Sells: 4-0

Discussion/Approval of Resolution Number 2019-24 to Terminate Banking Services with BB&T

Wacaser/King: 3-1 Hines opposed

Discussion/Decision on 2019 LMIG Project Motion by King/No second.

1) Griffin Street Pavement Repairs and Resurfacing from Highway 29 to Main Street: cost \$310,000 Or

2) Charles Patterson Road Pavement Repairs and Resurfacing from Allen Road to the CSX railroad crossing: cost \$303,000.

Discussion/Approval of Service Agreement with DemandStar Corporation Hines/Wacaser: 4-0

Discussion/Approval of Resolution No. 2019-25: Declaring certain City property as Surplus Sells/Wacaser:4-0

Discussion/Approval of term for newly appointed Commissioner Mr. Donnie Clark: replaced Linda Dean whose term ended on January 17, 2020 Hines/King: 3-0 Sells abstained

Discussion/Decision on Complaint by Selma Coty against the Grantville Historic Preservation Commission's decision to grant a Certificate of Appropriateness to allow a storage shed and tent on the lot located at 43 Lagrange Street, Grantville, Georgia.

Section 20-6(p) of the Code of Ordinances: (p) Appeals. Any person adversely affected by any determination made by the commission relative to the issuance or denial of a certificate of appropriateness may appeal such determination to the city council. Any such appeal must be filed with the city council within 15 days after the issuance of the determination...

Sells/Wacaser motion to dismiss complaint: 4-0

Discussion/Decision on the Proposal from the Grantville Historic Preservation Commission to Amend Section 20-6(f) of the Code of Ordinances of the City of Grantville

Sells/Wacaser motion to deny change: 2-3 Hines, King, Mayor

King/Hines motion to Amend Section 20-6(f): 2-2 Mayor in favor of amendment. City Attorney will prepare and Ordinance for First Reading.

Discussion/Decision on Christmas Bonuses for Full Time and Part Time Employees: \$500 for employees with over 1 year of service; \$250.00 for employees with less than 1 year of service (money has been budgeted).

Sells/King: 4-0 Mayor opposed for the record.

Announcement of Holiday Schedule: City Hall closed on Thursday, November 28, 2019 and Friday, November 29, 2019 for Thanksgiving Holidays – City Hall closed on Tuesday, December 24, 2019 and Wednesday, December 25, 2019 for Christmas Holidays

Discussion/Decision on Rescheduling the regularly scheduled City Council meeting on Monday, November 25, 2019 to a Special Called Meeting on Monday, November 18, 2019 at 6:30 p.m. due to the Thanksgiving Holidays Hines/King: 4-0

Discussion/Decision on Rescheduling the regularly scheduled City Council meeting on Monday, December 23, 2019 to a Special Called Meeting on Monday, December 16, 2019 at 6:30 p.m. due to the Christmas Holidays Hines/King: 4-0

Discussion/Determination of Ad-Hoc Budget Committee – 3 Council Members and 5 residents Hines/King: 3-1 Sells opposed

Discussion/Decision on forming and appointment of volunteers to serve as Ethics Committee Board members No action necessary. Staff will mail out letters.

Announcement of the Christmas Parade and Lighting of the Tree on November 30, 2019 at 6 p.m.

Citizens Comments: Marion Cieslik, Rodney Mowery, Connie Warren, Amy Jarrell and Selma Coty

City Council Comments

Councilmember Alan Wacaser:

Councilmember Mark King:

Councilmember Ruby Hines:

Councilmember Jim Sells:

Mayor Doug Jewell:

City Manager Al Grieshaber Jr.: Fall Festival was a super GRANDfest

City Attorney Mark Mitchell:

Adjournment: 8:30 p.m. Hines/King: 4-0

**CITY OF GRANTVILLE
CITY COUNCIL WORK SESSION MEETING
MINUTES**

**October 14, 2019 at 6:30 p.m.
Glanton Municipal Complex
123 Lagrange Street, Grantville, GA**

Call to Order: Mayor Jewell called the work session meeting to order at 6:30 p.m.

Present: Mayor Doug Jewell, Councilmembers; Alan Wacaser, Mark King, Ruby Hines and Jim Sells. City Manager Al Grieshaber Jr., City Attorney Mark Mitchell and City Clerk Robi Higgins

Invocation: Mr. Mowery

Pledge of Allegiance: Mayor Jewell

Approval of Agenda: Hines/King: 4-0

Announcement: 2019 GMA District 4 Fall Meeting to be held Wednesday, October 23, 2019 from 11:30 a.m. – 1:00 p.m. at Historic City Hall, 201 E. Solomon Street, Griffin, GA

Announcement: Grantfest Fall Festival Saturday, October 26, 2019 from 4:30 p.m. until 8 p.m. Downtown Grantville

Discussion/Decision on Film Permit Application: Big Indie Underground Inc

Discussion/Decision on Amending Section 38-32 of the Code of Ordinances wherein the property owner will only be responsible for obstructions in the service line to the City Right of Way. Presently, the property owner is responsible for obstructions in the service line to its connection to the City's main line sewer.

Discussion/Decision on First Reading: Ordinance No. 2019-12 to Amend Section 2-24 of the Code of Ordinances to Amend the Rules for Regularly Scheduled Council Meetings

Discussion/Decision on Veto of Resolution No. 2019-08. Resolution No. 2019-08 to Approve United Bank for banking services for the City of Grantville was adopted on February 25, 2019.

Discussion/Decision on Fiscal Year 2019 Budget Amendments

Discussion/Decision on Resolution Number 2019-24 to Terminate Banking Services with BB&T

Discussion/Decision on Replacing the wide sidewalk on the South side of Main Street from Post Street to Church Street

Discussion/Decision on 2019 LMIG Project

- 1) Griffin Street Pavement Repairs and Resurfacing from Highway 29 to Main Street: cost \$310,000 Or
- 2) Charles Patterson Road Pavement Repairs and Resurfacing from Allen Road to the CSX railroad crossing: cost \$303,000.

Discussion/Decision on Service Agreement with DemandStar Corporation

Discussion/Decision on Declaring certain City property as Surplus

Discussion/Decision on term for newly appointed Commissioner Mr. Donnie Clark: replaced Linda Dean whose term ended on January 17, 2020

Discussion/Decision on Complaint against the Grantville Historic Preservation Commission's decision to allow a storage shed and tent to remain on the lot located at 43 Lagrange Street, Grantville, Georgia

Discussion/Decision on the Proposal from the Grantville Historic Preservation Commission to Amend Section 20-6(f) of the Code of Ordinances of the City of Grantville

Discussion/Decision on Christmas Bonuses for Full Time and Part Time Employees: \$500 for employees with over 1 year of service; \$250.00 for employees with less than 1 year of service (money has been budgeted).

Announcement of Holiday Schedule: City Hall closed on Thursday, November 28, 2019 and Friday, November 29, 2019 for Thanksgiving Holidays – City Hall closed on Tuesday, December 24, 2019 and Wednesday, December 25, 2019 for Christmas Holidays

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Discussion/Determination of Ad-Hoc Budget Committee – 3 Council Members and 5 residents

Discussion/Decision on forming and appointment of volunteers to serve as Ethics Committee Board members

Announcement of the Christmas Parade and Lighting of the Tree on November 30, 2019 at 6 p.m.

Citizens Comments: Marion Cieslik, Rodney Mowery, and Connie Warren

City Council Comments

Councilmember Alan Wacaser: none

Councilmember Mark King:

Councilmember Ruby Hines:

Councilmember Jim Sells:

Mayor Doug Jewell:

City Manager Al Grieshaber Jr.: The Fall Festival was a super GRANDfest

City Attorney Mark Mitchell: none

The meeting was adjourned at 8:15 p.m. by Mayor Jewell

Mayor

Respectfully submitted by Robi Higgins, City Clerk

REMOVAL OF SLUDGE

Land Application System Pond #1 Colley Street

Three Quotes Received:

C&M Dredging: \$254,150 plus trucking fees

WBI Inc: \$190,000 plus trucking fees

Hydrochempsc: \$574,000 plus trucking fees

Funding Sources:

CIP Projects fully funded

Passenger Depot: \$100,000

Community Revitalization Plan: \$50,000

Downtown Revitalization: \$75,000

Freight Depot: \$100,000

Water Tank Refurbishment: \$40,000

2019-2024 SPLOST

Public Buildings Repair and Renovation: \$45,000

Parks, Recreation and Culture Facility Improvements: \$45,000

Historic Preservation Facilities and Improvements: \$45,000

Downtown Revitalization: \$38,000



To: MEAG Power Participants
From: Steve Jackson, Sr. VP and COO *Steve*
Date: September 27, 2019
Subject: Annual Subscription for Supplemental Power - Update

As the MEAG Power staff has continued with budget preparations, it has come to our attention that the information provided to the Participants in the initial 2020 supplemental subscription solicitation was incomplete.

The information did not clearly define the deficit Participant needs for supplemental power along with the need for system planning reserves. Per the Supplemental Power Supply Policy, the Participant's ten year projection should identify needs for both supplemental power and reserves. The projections provided with this letter have been revised to address this requirement.

In addition, the nomination form has been modified as follows:

- 1) The products identified on the nomination form have been updated to include an additional capacity product. This product was added in order to reflect the value of the excess capacity held by most of the Participants that could be used for supplemental supply.
- 2) For those Participants with excess resources, the nomination form has been modified to address the option for sale of their excess as supplemental supply and as reserves.

In order to allow time for the Participants to consider this new information, the deadline for a reply has been extended to October 21st in order to align with any comments on the MEAG Power preliminary budget.

Your regional manager will be in contact with you to discuss these changes and your particular power supply needs. If you have any questions about your nomination, please contact your regional manager, Tina Atchison at (770) 563-0586, or Curt Halstead at (770) 563-0396.

AUTHORIZATION AGREEMENT
Year 2020 Annual Subscription
Under Supplemental Power Supply Policy
between
Municipal Electric Authority of Georgia
and
City of Grantville
(Participant)

In accordance with the MEAG Supplemental Power Supply Policy, the Undersigned Participant hereby elects to: (all Participants must elect one option and return)

- (i) Designate MEAG as its agent to nominate and acquire any combination of resources to optimize their Supplemental Power Supply Requirements. Please specify agency limitations if any, _____;
- (ii) _____ Subscribe to one or more of the power supply alternatives identified in the attached Nomination Form in specific amounts;
- (iii) _____ Acquire the necessary resources for its Supplemental Power Supply Requirements itself;
- (iv) _____ I do not wish to make any additional purchases at this time;

or

- (v) _____ Nominate my excess capacity for supplemental at \$24.61/kW-Yr or for reserves at \$2.88/kW-Yr at DP. Supplemental will be allocated first, then any remaining amounts will be allocated to reserves. Please specify amount and limitations if any, _____.

By executing this Authorization Agreement, Participant understands that MEAG will aggregate all MEAG Participant nominations and attempt to contract for the total amount of Participant supplemental power supply requirements nominated under this Annual Subscription. Participant also understands that MEAG will purchase the capacity necessary to ensure that system planning reserve requirements are met and assign this capacity for one or more years to those Participants deemed capacity deficient. Participant agrees that these reserve capacity purchases may be made at "market" prices from other Participants.

Participant agrees to and accepts the above nomination, this _____ day of _____, 2019.

Participant: City of Grantville

By: _____

Mayor
Mayor or other authorized representative

Supplemental Supply Nomination Form

Participant _____

Product	Forecast Option/Capacity Price (\$/kW-Yr) @ DP		Forecast Energy Price (\$/MWh) @ DP		Participant Subscription (MW) @ DP	Comments
	Bud	High	Bud	High		
<i>Energy Products</i>						
Short Term (1 mo - 364 dy)						
3 Month 5x16 (Jun-Aug)			31.92	35.11		Firm Liquidated Damages, Low risk
3 Month 7x24 (Jun-Aug)			26.87	29.56		Firm Liquidated Damages, Low risk
Medium Term (1 - 5 yr)						
Annual 5x16 (2020)			30.13	33.15		
Annual 7x24 (2020)			26.53	29.19		Firm Liquidated Damages, Low risk
<i>Capacity Products</i>						
Reserve Capacity	2.88	3.31				Purchased from other Participant or from off-system at no more than the high price
Supplemental Capacity (2020)	24.61	28.30				Purchased from other Participant or from off-system at no more than the high price

Lighting Services Agreement – Surveillance



Governmental

Customer Legal Name City of Grantville DBA _____
 Service Address 123 Lagrange St, Grantville, GA 30220 County Cowetta
 Mailing Address Same as above
 Email _____ Tel # 770-583-2289 Alt Tel # _____
 Tax ID # _____ Business Description City Government

Existing Customer? Yes No If Yes, which Account Number: _____

Selected Components			
Action	Qty	Wattage	Description
Ins	1	12	Custom Surveillance System

Service Cost (\$)	Regulated Cost (\$) *	Monthly Cost (\$) *
\$333.34	\$24.80	\$358.14

Term (Months)	1
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* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. This estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales taxes.
 ** The actual sales tax will be calculated based on the taxes in effect at the time for the premise location.

Project Notes: Install 2- Flock Safety LPR Cameras

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal of existing GPC assets, and/or Customer Owned assets as needed to provide the Service.

Type	Customer	Tariff	Content
NESC	Gov	Gen Svc	Cloud Storage

Pre-Payment (\$)	Estimated Taxes (\$) **	Total (\$) **
\$0.00	\$0.00	\$0.00

Customer represents that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Nealy Scott
Print Title:	Print Title: Account Executive
Date:	Date:

1. **Agreement Scope.** This Lighting and Smart Services Agreement for surveillance (“Agreement”) establishes the terms and conditions under which Georgia Power Company (“GPC”) will provide surveillance and related service (the “Service”) to the customer identified on Page 1 (“Customer”). The Service will be provided to Customer at the Service Address shown on Page 1 (the “Premises”). GPC may install, update, modify, or replace any pole, base, wiring, conduit, camera, fixture, control, equipment, device, or related item at the Premises (collectively, “GPC Assets”) as necessary or convenient to address regulatory requirements or for other reasons related to the Service or use of GPC Assets. The Service may allow Customer to retrieve, process, or access information, which may include photographs, video recordings, audio recordings, or other content obtained from the Premises (“Content”). The Service does not include any Content monitoring by GPC.
2. **Intent and Title.** This Agreement concerns GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets and GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer’s own advisors.
3. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term are collectively the “Term.” GPC may suspend or terminate the Service without advance notice if GPC has reason to believe the Service is being used for an unlawful or unethical purpose.
4. **Payment.** GPC will invoice Customer per the financial terms stated on Page 1. The Service Cost will renew at the cost shown on Page 1, but the Regulated Cost will be determined by the tariffs approved by Georgia Public Service Commission at the time of billing. Customer agrees to pay the amount billed by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit in order to continue the Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change after the date of this Agreement.
5. **Premises Activity.** Customer grants to GPC and its contractors and representatives the right and license to enter the Premises and to perform any activity related to the Service or GPC’s use of the GPC Assets, including the right to: (i) install and connect GPC Assets, to provide the Service, or to provide or install any other service; (ii) remove or disconnect pre-existing equipment where necessary or convenient; (iii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iv) provide electric energy to the GPC Assets; (v) install additional equipment or devices on GPC Assets; or (vi) conduct any other activity reasonably related to the Service or GPC Assets (items (i) – (vi) collectively, “GPC Activity”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation.** Customer recognizes the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - a. **Customer-Provided Equipment.** GPC, at its discretion, may connect GPC Assets to or otherwise use Customer-provided equipment, including wiring, servers, or similar equipment (collectively, “CPE”) at the Premises to provide the Service. GPC is not responsible for repair or replacement of any CPE and GPC is not responsible for any damage CPE may cause to the Service or GPC Assets. Customer bears the exclusive risk of any damage resulting from any impaired functionality of the Service or damage to GPC Assets caused by CPE.
 - b. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“Dig Law”), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any resulting delay.
 - c. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“Unforeseen Condition”). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** During the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“UPC”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner or operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 - 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets (including any CPE), Customer must first obtain GPC’s written consent. Customer must call GPC Lighting and Smart Services business unit at 1-888-655-5888 to obtain consent.
9. **System.** GPC Assets access and use certain proprietary or third-party hardware, application services, components, embedded software, or firmware (collectively, “System”) in connection with the Service. System components remain the sole property of the owner. GPC grants Customer a license to access and use the System as specified in, and permitted by, this Agreement during the Term. Customer may not: (i) decompile or reverse engineer the System or take any other action to discover the source code or underlying idea or algorithm of any component; (ii) copy any System product or software; (iii) post, publish, or create a derivative work based on the System; or (iv) remove from the System any copyright notice, trade or service mark, brand name, or the like. Throughout the Term, Customer’s use of the System is subject to, and Customer expressly agrees to abide by, the Flock Group Inc. (“Flock”) Customer SaaS terms and conditions (“Flock Terms”) attached as Exhibit A and incorporated by this reference.
10. **Internet Connectivity and Content Access.** As part of the Service, and unless otherwise noted, GPC or its contractor will provide an internet connection to link the camera to the System for upload of Content or other data transfers, which internet connection is not available for any other use. The Service does not include any device necessary for Customer’s access to Content. Customer may access the Content and the System using Customer’s own internet-connected device(s) and Customer’s own internet connection (both of which are CPE under this Agreement). The Service uses internet bandwidth, the amount of which may vary based upon Customer’s use of the Service. GPC is not responsible for any degradation of performance or function of other internet-connected devices due to internet bandwidth used by Customer’s access of the Service. Customer acknowledges that when either internet connection is not operating or is otherwise unavailable for any reason, including network outage, cable cut, network maintenance, network congestion, equipment failure, weather, or a force majeure event, the Service, the internet-dependent components of the Service, or the transmission of Content to a remote storage site will not function. Transmission of a wireless signal can be further affected by radio signal strength or availability at the Premises. Customer must immediately notify Flock (as required by Section 1.2 of the Flock Terms) of any System failure or malfunction, including any internet or other transmission failure.

11. **Content Storage.** Content will either be stored in the cloud or on a local storage device provided by GPC and used by Customer for receipt and storage of the digital feed of Content. Each such local storage device is part of GPC Assets. Content will be available only until overwritten by the applicable storage device.
12. **Interruption of Service.** Customer understands Service and System are provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Customer acknowledges and agrees that GPC or its contractors or representatives may temporarily access Content to resolve any such interruption or as necessary to otherwise confirm operability of the System and Service. In the event of a Service interruption due to GPC Asset equipment failure, GPC will install replacement technology sufficient to provide equivalent Service. Customer can notify GPC by calling 1-888-655-5888.
13. **Content and Legal Compliance.** Customer acknowledges that it may use the Service and Content only for a lawful purpose, and that related surveillance equipment, including cameras, may be located only in areas where permitted by law and where persons have no reasonable expectation of privacy. Customer expressly agrees that it is subject to, and warrants or covenants that it will comply with, any applicable law, rule, or regulation regarding Customer's use of the Service or Content, including any law pertaining to surveillance equipment location, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar law. Customer acknowledges that its use of the Service or Content is at Customer's own risk. Customer is solely responsible for any picture, sound, audio, video, or other data that Customer, or anyone Customer should reasonably expect to use or have access to the Service or Content, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using GPC Assets or the Service.
- To the extent required by applicable law, rule, or regulation (public or private), Customer agrees to inform any third party entering the Premises that the Premises may be monitored or recorded. Customer is solely responsible, and GPC has no liability whatsoever, for any decision or action regarding such notice, including notice content, mode, means, or placement.
- Customer is the owner of Content and is solely responsible for: (i) Content substance; (ii) Customer's conduct with respect to Content; and (iii) any consequence of accessing, retrieving, or using Content. In connection with Content, Customer represents, warrants, or covenants that: (a) Customer owns or has any necessary license, right, consent, or permission to enable use of Content as contemplated by this Agreement; and (b) Customer's use or making available of Content does not and will not: (1) infringe, violate, or misappropriate any legal, copyright, trademark, patent, trade secret, moral, privacy, publicity, or other intellectual property or proprietary right of any third party; or (2) slander, defame, libel, or invade the right of privacy, publicity, or other property right of any other person.
- Customer acknowledges and agrees that Content may be received or stored on computer servers maintained by GPC or third parties. Customer consents and agrees, and grants to GPC a perpetual, royalty-free, irrevocable license, that GPC may store, or cause to be stored, Content for such time as is determined at GPC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties. Customer expressly agrees that GPC may disclose Content to third parties, with or without notice to Customer: (i) in connection with any law enforcement investigation or proceeding; (ii) pursuant to a court order or subpoena; or (iii) as allowed or required by applicable law. Customer consents to any such disclosure.
14. **Disclaimer; Limitation of Liability; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or noninfringement) regarding the Service, GPC Assets, or any GPC Activity. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, the liability of GPC is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer understands the Service is not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that no GPC Asset, CPE, or Service is error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outage, weather, or the tampering with or destruction of GPC Assets or CPE. GPC is not required to supply Service to Customer during any such interruption. GPC does not guarantee the security of the System, GPC Assets, or CPE and is not responsible if any software code entering the CPE disrupts, disables, or self-limits the System or CPE. GPC is not responsible for maintaining the confidentiality, integrity, or security (physical or electronic) of Content. To the greatest extent allowed by applicable law, GPC is neither responsible for protecting Content against unauthorized access, disclosure, or use nor liable for any unauthorized access, disclosure, or use of Content. Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury or real or personal property damage, loss, or negative impact to Customer that occurs at the Premises.
15. **Not Insurance Policy.** Customer agrees and understands that: (i) GPC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy; (ii) insurance, if any, will be obtained by Customer or its customers or tenants; (iii) charges by GPC under this Agreement are based solely upon the limited value of the Service and are unrelated to the value of the Premises or the property located on the Premises; (iv) the amounts payable by Customer are not sufficient to warrant GPC assuming any risk of consequential, collateral, incidental, or other damages to Customer or its customers or tenants due to: (a) the Service; (b) any deficiency, defect, inadequacy, or disruption of the Service; or (c) GPC's or its contractors' negligence or failure to perform; (v) Customer does not intend this Agreement to impose liability on GPC except within the limitations of this Agreement; and (vi) Customer agrees that GPC will not be liable for loss or damage due, directly or indirectly, to any occurrence or consequence from occurrence that the Service may be desired to detect.
16. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts.
17. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. If GPC employs or contracts with any subcontractor in connection with this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
18. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, late fees, or any amount due for the Service during the remaining Term.
19. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication, absent express statement otherwise. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

EXHIBIT A – FLOCK GROUP INC. CUSTOMER SAAS TERMS AND CONDITIONS

These SaaS Terms and Conditions (the "SaaS Terms") apply to Customer's use of the Flock Services (as defined below) provided by Flock Group Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 ("Flock") pursuant to that Lighting and Smart Services Agreement for Surveillance between Customer and Georgia Power Company ("Master Agreement"). These SaaS Terms include and incorporate the Master Agreement, and any defined terms used in these SaaS Terms that are not defined within will have the meanings set forth in the Master Agreement.

1. SERVICES AND SUPPORT

- 1.1 Subject to these SaaS Terms, Flock will use commercially reasonable efforts to provide Customer access to the platform for viewing video footage (the "Recordings"), support services, and other services set forth herein (collectively, the "Flock Services"). The Recordings will be available for Customer to access for 30 days. Customer may be required to sign up for an account, and select a password and user name ("Flock User ID").
- 1.2 Subject to the terms hereof, Flock will provide Customer with reasonable technical and remote support and maintenance services ("Support Services") by email at hello@flocksafetv.com or phone at 1-866-901-1781. Flock will use commercially reasonable efforts to respond to requests for support.
- 1.3 Customer may not select as its Flock User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission of Company or Flock. Customer will not share its account or password with anyone, and must protect the security of its account and password. Customer is responsible for any activity associated with its account.
- 1.4 References to the "Unit" herein means cameras together with Embedded Software (defined below), while references to "Hardware" mean such cameras alone, excluding any software or firmware of any kind.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Flock Services, certain software embedded on the Hardware by Flock ("Embedded Software"), or any other software or documentation or data related to the Flock Services (collectively, "Software") (except that such prohibition shall not apply to the extent applicable law prohibits such restriction); modify, translate, or create derivative works based on the Flock Services, Hardware or any Software (except to the extent expressly permitted by Flock or authorized within the Flock Services); use the Flock Services, Hardware or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Flock Services, Hardware, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of these SaaS Terms and will be prohibited except to the extent expressly permitted by the terms of these SaaS Terms.
- 2.3 Customer represents, covenants, and warrants that Customer will use the Flock Services only in compliance with these SaaS Terms and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video or audio content. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of the Flock Services, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the foregoing.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Flock Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Recordings, to enable the provision of the Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("Customer Data"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Flock Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in these SaaS Terms will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Recordings to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce these SaaS Terms, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Recordings in order to comply with certain legal obligations, but such retained Recordings will not be retrievable without a valid court order.
- 3.2 Customer shall own all right, title and interest in and to the Customer Data. Flock shall own and retain all right, title and interest in and to (a) the Flock Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation services or remote services, and (c) all intellectual property rights related to any of the foregoing. Company will own and retain all right, title and interest in and to the Hardware used by Customer hereunder. If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 3.3 Subject to these SaaS Terms, including payment by Company of the applicable license fees, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use and access the Flock Services. These SaaS Terms are a license, not a sale, to the Flock Services and does not convey to Customer any rights of ownership in or related to the Software or Units. For clarity, these SaaS Terms also do not convey to Customer any rights of ownership in or related to the Hardware.
4. Notwithstanding anything in these SaaS Terms to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Software, Flock Services and related systems and technologies (including, without limitation, information concerning

Customer Data and data derived therefrom). Customer acknowledges that Flock will be compiling anonymized and aggregated data based on Customer Data input into the Software and Flock Services (the "Aggregated Data"). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Flock Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings, and (ii) disclose the Customer Data (inclusive of any Recordings) to third party service providers to enable law enforcement monitoring against law enforcement hotlists.

5. TERM AND TERMINATION

- 5.1 Subject to earlier termination as provided below, these SaaS Terms are for the term as specified in the Master Agreement.
- 5.2 In the event of any material breach of these SaaS Terms, the non-breaching party may terminate these SaaS Terms prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that these SaaS Terms will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Upon termination for Flock's breach, Customer will be entitled to a pro-rata portion of the pre-paid fees (other than one-time fees or other non-refundable fees indicated in an order) for Flock Services not received.
- 5.3 Upon any termination, Flock will delete all Customer Data and Customer's right to access or use any Software, and all licenses granted by Flock hereunder will immediately cease.
- 5.4 The following sections of this Exhibit A will survive termination: 2.1, 2.2, 2.3, 5 (with respect to any accrued rights to payment) and 6, and 7.

6. DISCLAIMER

Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Flock Services in a manner which minimizes errors and interruptions in the Flock Services and shall perform the Flock Services in a professional and workmanlike manner. FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, RESELLERS, AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE SAAS TERMS OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK OR ITS RESELLER FOR THE FLOCK SERVICES UNDER THESE SAAS TERMS IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

8. MISCELLANEOUS

- 8.1 **Publicity.** Customer grants Flock the right to verbally disclose that Customer uses Flock's services and solutions. Customer may opt out of such publicity by notifying Flock at opt-out-gpc@flocksafety.com.
- 8.2 **Beneficiary.** Customer acknowledges and agrees that Flock is a third-party beneficiary under the Master Agreement and may enforce all terms applicable to Flock thereunder.

THE CITY OF GRANTVILLE, GEORGIA

**RESOLUTION NO. 2019-26
BEFORE THE CITY COUNCIL**

**A RESOLUTION OF THE CITY OF GRANTVILLE
DECLARING NO PERSONAL CHECKS NOR BUSINESS CHECKS FOR
FINE PAYMENTS IN MUNICIPAL COURT**

WHEREAS, the acceptance of personal checks and business checks for fine payments in Municipal Court increases the liability for returned checks due to insufficient funds; and

WHEREAS, the acceptance of personal checks and business checks for fine payments in Municipal Courts increases liability, personnel costs and other costs to the payor; and

WHEREAS, the payment of fine payments in Municipal Court by cash, cashier checks or money orders payable to the City of Grantville or via our Government Windows, our on-line payment portal by credit card with applicable surcharges applied will provide a more reliable and efficient method of payment of fines in Municipal Court.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF GRANTVILLE, GEORGIA, AS FOLLOWS:**

That NO personal checks or business checks will be accepted for the payment of fines in Municipal Court.

This Resolution is passed this 18th day of November, 2019.

Doug Jewell, Mayor

ATTEST

Robi Higgins, City Clerk

**ECG – Year-End Settlement (YES) and Contract Payment Reimbursement Form
Fiscal Year 2019 (FY19)**

The FY19 Year-End Settlement refund from Electric Cities of Georgia (ECG) applicable to the City of Grantville is \$1,961.61. The FY19 Contract Payment reimbursement applicable to the City of Grantville is \$189.12. The total amount available for distribution is \$2,150.73.

Please complete the following form with respect to the distribution of the above refund. You may allocate all of your refund to one of the options or split the funds between the four options by indicating a dollar amount or percentage split. This election form is to be completed by your authorized official.

We hereby direct that ECG distribute the funds available from the FY19 Year-End Settlement and Contract Payment Reimbursement for Electric Cities of Georgia as follows:

A. EDUCATION, TRAINING & DEVELOPMENT FUND*	_____ %	\$ _____
B. ECG MEMBER RESERVE FUND**	<u>100</u> %	\$ <u>2,150.73</u>
C. REFUNDED VIA CHECK	_____ %	\$ _____
D. REFUNDED VIA CREDIT ON ECG BILL	_____ %	\$ _____

By: _____
Mayor -or- City Manager

Date: November 18, 2019

Doug Jewell
Printed Name

* These funds are specific to your utility, and you may use them for future training courses provided by ECG.

** These funds are specific to your utility, and you may use them for any ECG Annual Budgeted expenses or ECG Board-directed activities at the direction of your Authorized Official.

Please return the form via mail, fax or e-mail scan based on the information below at your earliest convenience and no later than **November 15, 2019**. As a default, ECG will issue your refund via check for forms not received by the deadline.

Mail:

Electric Cities of Georgia
Attention: Sallie Coleman
1470 Riveredge Parkway NW
Atlanta, Georgia 30328

Fax:

678.202.3110

E-mail:

scoleman@ecoga.org



To: Al Grieshaber, Jr., City Manager
City of Grantville

From: Ann Barnes
Director, Budget & Billing

Date: November 1, 2019

Subject: MCT Election Forms for Off-system Sales & Voluntary Deposits

MEAG Power Participants have the annual opportunity to designate the disposition of off-system energy sales margins. Participants can elect to have margins applied as a credit to their MEAG Power bill or deposited into their Municipal Competitive Trust (MCT) account(s). Margins applied to MEAG Power bills will be separately identified by Project on the bill(s). Margins deposited into the MCT will be deposited into the Trust account(s) and investment option(s) on the day that the bill payment is drafted in accordance with the selected option(s) on the completed Off-System Sales Election Form. MEAG Power has an "evergreen election" on file for the Off-System Sales Margins Election. Attached for your convenience is a copy of the election form designating the percentage of the deposit and the Trust account(s) elected to deposit funds into. Please inform your MEAG Power Regional Manager if you need a new election form. Otherwise, MEAG will continue executing your off-system sales margins as noted on the attached "evergreen election".

PLEASE NOTE: To change the evergreen election for off-system sales margins, please return the enclosed election form by December 13, 2019.

MEAG Power Participants also have the opportunity to voluntarily deposit funds into MCT account(s) and investment option(s) on an annual or more frequent basis, if desired. Voluntary payments and deposits are identified and described on separate lines on your city's monthly MEAG Power bill. Both the payment and deposit will take place on the day that the bill payment is drafted in accordance with the selected option(s) on the completed Voluntary Deposits into the MCT Election Form. Please contact your Regional Manager if you need a new Voluntary Deposits into the MCT Election Form.

Completed election forms must include signatures matching the authorized signatories on file for each Participant.

Please complete and return the desired MCT election form(s) by December 13, 2019 to allow for processing and inclusion of the selected beginning with the January 2020 Power Supply bills rendered in February 2020.

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-46401-800-333-
MEAG 770-563-0300



Please contact your Regional Manager or contact me at (770) 563-0574 if you have any questions concerning this matter.

Enclosures

c: w/enclosures
Robi Higgins, City Clerk
Doug Jewell, Mayor
Stuart Jones

City of Grantville

ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS FOR THE POWER SUPPLY YEAR 2020

Please choose between option 1 OR 2 below regarding the distribution of your off-system energy sales margins.

1. Please deposit my entitled portion of the off-system energy sales margins into the Municipal Competitive Trust as follows:

Flexible Operating Account, Short Term Portfolio	% of funds	<u>100%</u>
Flexible Operating Account, Intermediate Term Portfolio	% of funds	_____
*Flexible Operating Account, Intermediate Extended Maturity Portfolio	% of funds	_____
New Generation and Capacity Funding Account, Short Term Portfolio	% of funds	_____
New Generation and Capacity Funding Account, Intermediate Term Portfolio	% of funds	_____
*New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio	% of funds	_____
Total percent of funds		100%

OR

2. Please credit my monthly MEAG Power bill with my entitled portion of each month's off-system energy sales margins.
- If you would like the choice you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your energy sales margin election.

*** By authorizing deposits into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:**

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role as the Investment Advisor for the Municipal Competitive Trust, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).



11:23-19
11:25am
cm

City of Grantville Application for Commissions & Boards

Please note: This application is considered to be public record

Date:

I am interested in being considered for appointment to the following commissions and boards:

Historic Preservation Commission

Planning Commission

Ethic Board

Name of Applicant: GEORGE HENRY SHELWITT

Home Address: 8 SIMS ST

City: Grantville State: GA Zip Code: 30220

Home Phone: (404) 597-0462 Email: _____

Number of Years as Grantville Resident? > 10 YEARS

Nominated by (if not by self): _____

Occupation: ELECTRICIAN Business/Company Name: IBEW LOCAL 618

Work Address: 501 PULICUM ST City: ATL Zip Code: _____

Work Phone: (404) 523-9107 Fax Number (404) 577-6990

Preferred Mailing Address: Home Work

Do you currently serve on any Grantville Commissions/Boards? Yes No

If so, which one(s)? _____

Degrees earned and schools attended: MASTER ELECTRICIAN STATE OF CA
Professional experience (including professional memberships and previous employment):
OSHA 10/30 SAFETY INSTRUCTOR HOLD OSHA 10/30
CARD

Community Activities (including civic clubs, volunteer activities, service organizations, etc): APPLIED TO MASONRY

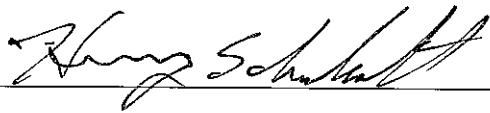
Comments/special qualifications: OVER 40 YEARS CONSTRUCTION
& REPAIR OF OLDER HOMES

Why do you want to serve on this commission/board? I FEEL THAT I
HAVE SOMETHING TO OFFER THE CITY & ITS
RESIDENTS

Thank you for your interest in volunteering to serve on a City of Grantville commission or board! The duties and responsibilities vary greatly, however members are expected to attend all regularly scheduled meetings (most commissions/boards meet once monthly). Additional responsibilities will often include conducting independent research outside of these regular meetings in furtherance of the goals and objectives of the commission or board.

Instructions for Submitting Completed Application

Once the application form has been completed please turn into City Hall.

Signature:  Date: 10/23/2019

RECEIVED
11-10-19
11:55AM



City of Grantville Application for Commissions & Boards

Please note: This application is considered to be public record

Date:

I am interested in being considered for appointment to the following commissions and boards:

Historic Preservation Commission

Planning Commission

Recreation Advisory Board

Downtown Development Authority

Name of Applicant: Wynn LedA (Penny)

Home Address: 176 Lowrey Rd

City: Grantville State: GA Zip Code: 30220

Home Phone: 404-622-9145 E-Mail: LWynn2K17@gmail.com

Number of Years as Grantville Resident? 2

Nominated by (if not by self):

Occupation: Ret Army Business/Company Name: —

Work Address: — City: — Zip Code: —

Work Phone: — Fax Number: —

Preferred Mailing Address: Home Work

Do you currently serve on any Grantville Commissions/ Boards? Yes No

If so, which one(s)? *Recreation Advisory*

Degrees earned and schools attended: *Business Admin*

Professional experience (include professional memberships and previous employment): *30 years US Army in Communications; Personnel/HR*

Community Activities (include civic clubs, volunteer activities, service organizations, etc.): *Children Center / Recreation Center & development*

Comments/special qualifications: *years of volunteering; community service*

Why do you want to serve on this commission/board? *I want to see the town remember it's past while growing into it's future.*

Thank you for your interest in volunteering to serve on a City of Grantville commission or board! The duties and responsibilities vary greatly, however members are expected to attend all regularly scheduled meetings (most commissions/boards meet once monthly). Additional responsibilities will often include conducting independent research outside of these regular meetings in furtherance of the goals and objectives of the commission or board.

Instructions for Submitting Completed Application

Once the application form has been completed, you may either save the document to your desktop and print for mailing or click on the "Submit" button below. Within two business days, you will receive an e-mail from City Hall confirming receipt of you application.

Submit

Discussion/Recommendation to Amend Section 38-1(b) of the Code of Ordinances to employ the services of a rating specialist not less than every five years to study and review the rates then in effect and suggest changes.

Amendment to Section 38-1(b) of the Code of Ordinances

Presently, Section 38-1(b) of the Code of Ordinances requires the city to employ the services of a rating specialist not less than once annually to study and review the utility rates then in effect and suggest changes.

Suggestion: Employ the services of a rating specialist not less than every five years to study and review the rates then in effect and suggest changes.

ARTICLE I. IN GENERAL**Sec. 38-1. Mandatory annual utilities rate review.**

(a) The elected officials of the city shall pass on to any and all utility customers any increase from any supplier of water, gas and electric and such increases shall be automatic and effective without action of council. The city clerk shall charge the rates with the first billing cycle after such an increase.

(b) The governing body of the city shall employ the services of a rating specialist not less than once annually to study and review the utility rates then in effect and suggest changes, either increases or decreases, in each utility offered to the citizens.

(c) At a regular council meeting, the recommendations of the rate study shall be made public and if such recommended rates of the study are not adopted, a full explanation shall be given at such meeting as to why such recommendations of the rating specialist are not being put into effect. (Prior Code, § 13.04.010; Ord. No. 671, 8-24-1996)

Sec. 38-2. Utility bills; due dates; disconnections.

(a) Payment of city utility bills shall be due and payable on the fifteenth (15th) day of the month and shall be deemed late after the fifteenth (15th) day of the month. Payments received after the fifteenth (15th) day of the month shall be charged a late fee.

(b) Utility services will be disconnected on those accounts for which payment has not been received by the twenty-fourth (24th) day of the month. There will be a reconnection fee to reestablish services on such disconnected accounts.

(c) The amounts of late fee and the reconnection fee shall be established by the city council by resolution from time to time. (Prior Code, § 13.04.020; Ord. No. 682, 1997; Ord. No. 10-2013, § 1, 10-28-2013)

Sec. 38-3. Rates for city services.

Rates and fees for all city utility services shall be as established by the city council, from time to time, and will be available for public inspection on a schedule kept and maintained by the clerk.

(Prior Code, §§ 13.04.030—13.04.050; Ord. No. 672, 1996; Ord. No. 680, 1997; Ord. No. 685, 1997; Ord. of 3-23-1998; Ord. No. 690, 2000; Ord. No. 723, 2-24-2003; Ord. No. 2011-02, 3-14-2011)

Sec. 38-4. Construction or extension of utility lines.

(a) Any utility company which proposes to construct or extend any poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, either overhead or underground, shall submit the proposed plans and drawings to the clerk of the city at least 30 days prior to the beginning of such construction or extension.

(b) The clerk shall submit such plans to the mayor and council of the city to determine if the proposed construction or extension of utility lines will interfere with traffic or commerce or be a hazard to the citizens of the city when complete. Upon a determination being made that such extension or construction of utility lines will not interfere with traffic or commerce or be a hazard to the citizens of the city, the mayor and council will instruct the clerk to issue a permit to the utility company proposing the construction authorizing same.

(c) If no action has been taken to either approve or disapprove the proposed construction within 30 days from the date of its submission to the clerk, the city will have been deemed to have approved the proposed construction and the clerk shall issue a permit therefor.

(d) It is unlawful for any utility company to construct or extend any overhead or underground utility line within the city limits for which approval is required under subsection (a) of this section without a permit from the city.

(Prior Code, § 13.04.060; Ord. No. 535, 1-9-1978)

Sec. 38-5. Lease agreement required.

Upon adoption of the ordinance from which this section is derived, a person renting property within the city must produce at the time of application for

**Discussion/Recommendation to Amend Section 2.02(f) of the Charter
requiring that those candidates seeking election for the office of mayor
and council who receive a majority (replacing plurality) of the votes cast
shall be deemed elected.**

Original

(6) Specifying dates of elections.

Sec. 2.02. - Qualifications and election of mayor and councilmembers.

- (a) There is created the office of mayor of the City of Grantville. There are created four (4) council posts of the City of Grantville, which shall be known as Council Posts 1, 2, 3, and 4. Each and every council post shall be for the city at large.
- (b) The mayor and the councilmembers shall be elected by the qualified electors 18 years of age or over and may be qualified as a candidate for mayor or councilmember by submitting to the city clerk a notice of candidacy at least 15 days prior to the election. In case of a candidacy for councilmember, the candidate shall give the number of the post for which he or she is qualifying as a candidate.
- (c) The terms of the two councilmembers from Post 3 and Post 4, respectively, who were elected in 1995 shall end on December 31, 1997, and when their respective successors are elected and qualified. Their respective successors shall be elected on Tuesday following the first Monday in November, 1997, and shall take office on the first day of January following their election. Thereafter, successors shall be elected quadrennially in odd-numbered years and shall take office on the first day of January following their election.
- (d) The terms of the mayor and the two councilmembers from Posts 1 and 2, respectively, who were elected in 2014 shall end on December 31, 2019, and when their respective successors are elected and qualified. Their respective successors shall be elected on the Tuesday following the first Monday in November, 2019, and shall take office on the first day of January following their election, and when their respective successors are elected and qualified. Thereafter, successors shall be elected quadrennially in odd-numbered years and shall take office on the first day of January following their election.
- (e) The terms of office of mayor and councilmember shall begin at 12:01 A.M., on the first day of January following their election, and they shall serve until their successors have been elected and qualified.
- (f) Those candidates seeking election for the office of mayor and council who receive a plurality of the votes cast shall be deemed elected.

(1993 Ga. Laws (Act. No. 129), p. 4351; 1997 Ga. Laws (Act. No. 144), p. 3865; Res. No. 2017-01, § 1, 1-23-2017)

Sec. 2.03. - Governing body.

A mayor and four councilmen shall constitute the city council, in which is vested all the corporate, legislative and other powers of the city, except as otherwise provided in this Act. The council shall be the final judge of the election and qualification of its members. The council shall hold regular meetings at a stated time and place, as provided by ordinance. The council shall meet in special sessions on written call of the mayor, or any two councilmen. This written call may be served on the other members personally, or left at their residences, at least 12 hours in advance of the meeting. Such notice of a special meeting shall not be required if the mayor and all councilmen are present when the special meeting is called. Only the business stated in the written call may be transacted at a special meeting, except by unanimous consent by all members of the council. The council shall exercise its powers in public meetings. A majority of the council shall constitute a quorum. The council may by ordinance adopt rules and bylaws to govern the conduct of its business, including procedures and penalties for compelling the attendance of the absent members. The council may examine witnesses, order the production of books and papers, and discipline persons for disorderly or contemptuous behavior in the presence of the council.

The mayor and council shall have the power at their discretion to appoint a city manager who shall serve at the city council's pleasure. Said city manager shall be the principal managerial aide to the mayor and shall perform such duties, as may be assigned to him by the mayor and council.

Revised

(6) Specifying dates of elections.

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Discussion/Recommendation to Amend Section 3.03 of the Charter in line 4 by adding the phrase "Should the post of City Manager not be filled"; --after the words the Mayor may direct for such purposes and before the words--he shall have... .

Original

D. The City Clerk shall number ordinances consecutively in the order of their final adoption and shall copy them into a permanent record book used solely for this purpose and the City Clerk shall do likewise for resolutions using a separate series of numbers and a second record book. The original copies of all ordinances and resolutions shall be filed and preserved by the City Clerk.

(Ord. No. 03-2007, 4-23-2007)

Sec. 2.12. - Rules and regulations.

The council may by ordinance authorize officers and agencies of the city to promulgate formal rules and regulations within their respective jurisdictions, subject to such restrictions and standards of guidance as the council may prescribe. No such formal rule or regulation shall take effect until it is filed with the city clerk, who shall file and preserve the original copy in his office. Amendments of such rules and regulations shall be accomplished only by setting forth complete sections or subsections in their amended form.

ARTICLE III. - ORGANIZATION AND PERSONNEL

Sec. 3.01. - Departments.

The city government shall be organized into the following departments:

Police Department

Utility Department

Administrative Department

Street and Public Works Department

The utility department will be composed of the gas system, water system, and electrical system.

Unless and until otherwise provided by ordinance, the mayor shall, on the second Monday in January of each year, appoint a committee composed of the councilmen duly qualified and elected to oversee the functions of the various departments.

Sec. 3.02. - Planning commission.

There shall be a Planning Commission appointed by the mayor and council of the City of Granville comprised of five from the city at large. The planning commission so appointed shall serve as a recommending body to the mayor and council and shall carry out those duties as provided by ordinance.

Sec. 3.03. - Administrative duties of mayor.

The Mayor shall be the executive head of the city government responsible for the efficient and orderly administration of the city's affairs. He shall be responsible for the enforcement of laws, rules and regulations, ordinances, and for franchises in the city and the city attorney shall take such legal actions as the Mayor may direct for such purposes. He shall have the authority to control the work of all offices and employees of the city and shall further have the authority to relieve any employee of his duties without pay for up to seven (7) days for failure to properly perform those duties or for failure to follow lawful instructions. The Mayor shall submit to the Council annual budgets, reports and such other information as he may deem necessary or the Council may require. He shall have authority to make allotments of funds within the limits of appropriations and no expenditures shall be made without his approval. If no other employee or official is designated as purchasing agent, he shall act as purchasing agent for the city. He may conduct inquiries and investigations into conduct of the city's affairs and shall have such other powers and duties as may be provided by Ordinance not inconsistent with this act.

Revised

- D. The City Clerk shall number ordinances consecutively in the order of their final adoption and shall copy them into a permanent record book used solely for this purpose and the City Clerk shall do likewise for resolutions using a separate series of numbers and a second record book. The original copies of all ordinances and resolutions shall be filed and preserved by the City Clerk.

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The Mayor shall be the executive head of the city government responsible for the efficient and orderly administration of the city's affairs. He shall be responsible for the enforcement of laws, rules and regulations, ordinances, and for franchises in the city and the city attorney shall take such legal actions as the Mayor may direct for such purposes. Should the post of City Manager not be filled, He shall have the authority to control the work of all offices and employees of the city and shall further have the authority to relieve any employee of his duties without pay for up to seven (7) days for failure to properly perform those duties or for failure to follow lawful instructions. The Mayor shall submit to the Council annual budgets, reports and such other information as he may deem necessary or the Council may require. He shall have authority to make allotments of funds within the limits of appropriations and no expenditures shall be made without his approval. If no other employee or official is designated as purchasing agent, he shall act as purchasing agent for the city. He may conduct inquiries and investigations into conduct of the city's affairs and shall have such other powers and duties as may be provided by Ordinance not inconsistent with this act.

Discussion/Recommendation to Amend Section 3.04 of the Charter in
line 2 by deleting the phrase "who shall be the chief managerial aide to
the mayor".

Original

(1988 Ga. Laws, p. 5193)

Sec. 3.04. - City manager.

Should the post of city manager be filled, the city manager shall be appointed by the mayor and council who shall be the chief managerial aide to the mayor. He shall have the authority to appoint, promote, demote, transfer, suspend and remove all employees and to direct and control their work except as otherwise provided in this Act. With the approval of the mayor and council, he shall be responsible for preparing for the mayor and council annual budget reports and such other information as the mayor and council may deem necessary and require. He shall be the purchasing agent for the city.

Sec. 3.05. - City attorney.

The mayor shall appoint a city attorney, together with such assistant city attorneys as may be authorized by ordinance. The city attorney shall be responsible for representing and defending the city in all litigation in which the city is a party, shall be the prosecuting officer in the recorder's court unless a prosecutor is separately appointed pursuant to Section 3.06 of the charter, and shall advise the council, mayor and other officers and employees of the city concerning legal aspects of the city's affairs.

(Ord. No. 01-2013, 1-14-2013; ~~Ord. No. 02-2014, 3-10-2014~~)

Sec. 3.06. - Recorder's court.

- a) *Generally.* There shall be a court to be known as the "Municipal Court of the City of Grantville, Georgia."
- b) *Chief judge, associate judge.*
 - (1) The municipal court shall be presided over by a chief judge appointed by the Mayor and Council and such part-time, full-time or stand-by associate judges as may be appointed by the Mayor and Council.
 - (2) No person shall be qualified or eligible to serve as a judge of the municipal court unless that person is twenty-one (21) years old and licensed to practice law in the State of Georgia.
 - (3) Compensation for judges shall be fixed by the Mayor and Council.
 - (4) Judges may be removed by the Mayor and Council.
- c) *Convening.* The municipal court shall convene no less than once a month at a time and in a place designated by the Mayor and Council.
- d) *Jurisdiction; powers.*
 - (1) The municipal court shall try and punish all violations of city ordinances or laws.
 - (2) The municipal court shall have authority to punish for contempt in accordance with general state law.
 - (3) The judge of the municipal court shall have the power and authority to impose upon the violator of any law or ordinance, for each violation thereof, the following punishments:
 - (i) A fine not to exceed one thousand dollars (\$1,000.00);
 - (ii) Imprisonment for a period of not more than twelve (12) months;
 - (iii) Community service work; or
 - (iv) Any one or all of these punishments when the facts of the case justify such punishments;

Revised

(1988 Ga. Laws, p. 5193)

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**Discussion/Recommendation to Add a New Paragraph to Charter
section 3.04: The City Manager shall notify the Mayor and City
Council as soon as feasible of all work being performed on City
Property save for ordinary repair and maintenance activities identifying
who is performing the work and the funding source.**

Original

(1988 Ga. Laws, p. 5193)

Sec. 3.04. - City manager.

Should the post of city manager be filled, the city manager shall be appointed by the mayor and council who shall be the chief managerial aide to the mayor. He shall have the authority to appoint, promote, demote, transfer, suspend and remove all employees and to direct and control their work except as otherwise provided in this Act. With the approval of the mayor and council, he shall be responsible for preparing for the mayor and council annual budget reports and such other information as the mayor and council may deem necessary and require. He shall be the purchasing agent for the city.

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Revised

(1988 Ga. Laws, p. 5193)

Sec. 3.04. - City manager.

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The City Manager shall notify the Mayor and City Council as soon as feasible of all work being performed on City Property save for ordinary repair and maintenance activities identifying who is performing the work and the funding source.

Sec. 3.05. - City attorney.

The mayor shall appoint a city attorney, together with such assistant city attorneys as may be authorized by ordinance. The city attorney shall be responsible for representing and defending the city in all litigation in which the city is a party, shall be the prosecuting officer in the recorder's court unless a prosecutor is separately appointed pursuant to Section 3.06 of the charter, and shall advise the council, mayor and other officers and employees of the city concerning legal aspects of the city's affairs.

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CONFIDENTIAL ATTORNEY CLIENT PRIVILEGED COMMUNICATION

Obviously, there is a significant cost, monetarily and politically, to litigation and the Council may choose to avoid litigation and move forward with rebuilding the wall and to allow whatever political repercussions to simply occur. One of the issues that must be resolved appears to be the role that the Mayor is permitted to play in the everyday workings of the City. There are existing laws and ordinances in place that were not followed. It appears from interviews and a review of circumstances surrounding the wall that the Mayor played a large role in the everyday operations of the City, often usurping the role of the City Manager in managing the day to day running of the City. The Charter gives the Mayor an extensive amount of power of oversight of the daily workings of the City and, as shown by this Mayor, can lead to abuses, intentional or not, especially given that the Mayor has the discretion to suspend city personnel without any apparent oversight or procedural recourse for the employees for up to seven days. If the City is going to continue to utilize the services of a City Manager, it may be in the best interests of the Council to reduce the role of the Mayor in the day to day operations of the City. If the City Council wishes to have the Mayor act as the City Manager, then the City Manager position should be eliminated for financial and administrative reasons.

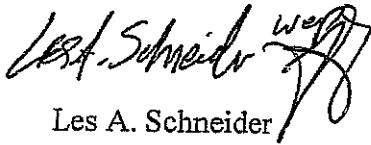
At the end of the day, the interaction between the local government and the Cemetery Trust was done in an inept manner, at best, that wasted financial resources and created a schism within the local government that needs to be repaired. Actions, no matter how well meaning, by the Trustees and the City officials, were poorly executed and need attention to avoid a repeat of such careless stewardship. It is recommended that the local government officials and the Cemetery Trustees thoughtfully decide to pursue litigation or mediate this matter and address the construction mishap. The City should also implement protocols to avoid similar situations. An ongoing reporting requirement identifying each private entity working on or near government

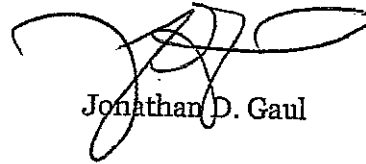
CONFIDENTIAL ATTORNEY CLIENT PRIVILEGED COMMUNICATION

property and the method of procurement for the work may be a sufficient starting point to alert the City Council as to what work is being performed.

The public was not well served, monies were squandered, and further monies will need to be spent to correct the errors. All could have been avoided with adherence to existing policy and responsible leadership.

Respectfully Submitted,


Les A. Schneider


Jonathan D. Gaul

CONFIDENTIAL ATTORNEY CLIENT PRIVILEGED COMMUNICATION

APPENDIX A

Possible Courses of Action

- City could sue Rosser Construction, Deering and the suppliers to recover costs.
- City could try to sue for defective construction but there are issues related to the lack of contract and City employee involvement in the construction that is problematic. With regards to the walls that did not collapse but are considered defective, the City will be limited (in addition to having no written contract) in any recovery to the cost of the construction. The City will also have to retain an forensic expert in construction standards as well as engineering.
- The Trust could sue the City and Mayor for the misuse of the funds that were gifted to the City. The City could then cross claim against the Mayor (as Mayor and individually) and add Rosser Construction, Deering, and suppliers to lawsuit to recover funds.
- Knowing the likely finding that the government officials acted outside the scope of state law and ordinances, it may be possible to approach Rosser and others negotiate a completion of the project.
- Recall is not a City Council function per se and is not an available City Council course of action. Recall is a procedure whereby the voters make the ultimate determination as to whether an official should retain his office for the duration of the term to which he was elected.
- The City should implement additional procedures/policies to require notification to council of all work being performed on City property identifying who is performing the work and the funding source.

CONFIDENTIAL ATTORNEY CLIENT PRIVILEGED COMMUNICATION

- The City should introduce changes to ordinances and charter limiting the role of Mayor if the City continues to utilize a City Manager.
- It is recommended that the Mayor and City Council Member that are currently serving on the Board of Trustees resign from their respective positions to avoid any additional appearances of impropriety. It is also recommended that the City Council amend the Charter or pass ethics legislation that prohibits such future roles by City Officials and Employees.

**Discussion/Recommendation to Amend Section 3.07 of the Charter in
line 1 by adding the phrase after the word--charter, "the City Manager,
if the post is filled or otherwise" and before--the Mayor and city
council... .**

Original

provided, however, that each contempt of municipal court shall be punishable either by imposition of a fine not exceeding five hundred dollars (\$500.00) or by imprisonment for a period of time not exceeding thirty (30) days or both.

- (4) The municipal court shall have authority to establish a schedule of fees to defray the cost of operation and shall be entitled to reimbursement of the cost of meals, transportation, and caretaking of prisoners bound over to superior courts.
 - (5) The municipal court shall have authority to establish bail and recognizance to ensure the presence of those charged with violations before said court and shall have discretionary authority to accept cash or personal or real property as security for the appearance of persons charged with violations. Whenever any person shall give bail to assure appearance and fails to appear at the time fixed for trial, that person's bond shall be forfeited by the judge, and an execution shall be issued thereon by serving the defendant and the defendant's sureties with a rule nisi, at least two days before a hearing on the rule nisi. If property or cash is accepted in lieu of bond for security for the appearance of a defendant at trial and if said defendant fails to appear at the time and the place fixed for the trial, the cash so deposited shall be on order of the judge declared to be forfeited to the city, or the property so deposited shall have a lien against it for the value forfeited which lien shall be enforceable in the same manner and to the same extent as a lien for city property taxes.
 - (6) The municipal court shall have the same authority as superior courts to compel the production of evidence in the possession of any party; to enforce obedience to its orders, judgments and sentences; and to administer such oaths as are necessary.
 - (7) The municipal court may compel the presence of all persons necessary to dispose properly of each case by the issuance of summons, subpoena and warrants which may be served as executed by any officer as authorized by this charter or by general state law.
 - (8) The municipal court is specifically vested with all the jurisdiction and powers throughout the entire area of this city granted by general state laws to municipal courts and particularly by such laws as authorize the abatement of nuisances and prosecution of traffic violations.
- e) *Appeals.* Parties dissatisfied with the decision of the municipal court may petition for a writ of certiorari to the superior court as provided by law.
 - f) *Rules for court.* With the approval of the city council, the judge shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the municipal court. Such rules or regulations shall be with the city clerk and made available for public inspection.
 - g) *Court Clerk.* The Mayor and Council shall appoint a Clerk of Municipal Court, along with any such Deputy Clerks, as they may deem appropriate.
 - h) *Prosecutor.* The Mayor and Council may appoint a Prosecutor in the Municipal Court, along with any such Deputy Prosecutors, as they may deem appropriate.

(Ord. No. 09-2009, 12-14-2009)

Editor's note—Recorder's courts have been renamed municipal courts pursuant to O.C.G.A. § 36-32-1.

Sec. 3.07. - Administrative and service departments.

- (a) Except as otherwise provided in this charter, the Mayor and city council by ordinance shall prescribe the functions or duties and establish, abolish, alter, consolidate, or leave vacant all nonelective officers, positions or employment, departments, and agencies of the city as necessary for the proper administration of the affairs and government of this city.

Revised

provided, however, that each contempt of municipal court shall be punishable either by imposition of a fine not exceeding five hundred dollars (\$500.00) or by imprisonment for a period of time not exceeding thirty (30) days or both.

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Discussion/Recommendation to Amend Section 3.08 of the Charter in line 2 by adding the phrase "City Manager, if the post is filled or otherwise by the" after the words--from office at any time by the and before the words—Mayor and City Council.

Original

- (b) Except as otherwise provided by this charter or by law, the heads of departments and other appointed officers of the city shall be appointed solely on the basis of their respective administrative and professional qualifications.
- (c) All appointed officers and department heads shall receive such compensation as prescribed by ordinance.
- (d) There shall be a head of each department or agency who shall be its principal officer. Each department head shall, subject to the direction and supervision of the Mayor or city manager, if one is appointed, be responsible for the administration and direction of the affairs and operations of that department head's department or agency.
- (e) All appointed officers and department heads under the supervision of the Mayor, or city manager if one is appointed, shall be nominated by the Mayor or city manager with confirmation of appointment by the city council. All appointed officers and department heads shall be employees at will and subject to removal or suspension at any time at the recommendation of the city manager or mayor, with confirmation by the city council, unless otherwise provided by law or ordinance.

(Ord. No. 03-2010, 4-26-2010)

Sec. 3.08. - Personnel policies.

All employees serve at will and may be removed from office at any time by the Mayor and city council unless otherwise provided by ordinance. The council shall adopt rules and regulations consistent with this charter concerning:

- (1) The method of employee selection and probationary periods of employment;
- (2) The administration of any position classification and pay plan, methods of promotion and application of service ratings thereto, and transfer of employees within the classification plan;
- (3) Hours of work, vacation, sick leave, and other leaves of absence, overtime pay, and the order and manner in which layoff shall be effected; and
- (4) Such other personnel policies as may be necessary to provide for adequate and systematic handling of the personnel affairs of the City of Grantville.

(1988 Ga. Laws, p. 5189; Ord. No. 02-2007, 4-23-2007; Ord. No. 03-2010, 4-26-2010)

Sec. 3.09. - Oath of office.

Before a person takes any office in the city government, he shall take, subscribe to, and file with the city clerk the following oath or affirmation:

"I solemnly swear (or affirm) that I will support the Constitution and will obey the laws of the United States and the State of Georgia; that I will, in all respects, observe the provisions of the charter and ordinances of the City of Grantville, and that I will faithfully discharge the duties of the office of _____"

Sec. 3.10. - Official bond.

The mayor and every officer, agent, and employee of the city having duties embracing the receipt, disbursement, custody or handling of money, and other officers and employees, as may be required by ordinance, shall give a fidelity bond or faithful performance bond, as provided by ordinance, with some surety company authorized to do business in the State of Georgia, as surety, in such amount as shall be prescribed by ordinance, all such bonds and sureties hereto shall be subject to approval by the council. The costs of such bonds shall be paid by the city. All such bonds shall be kept in the custody of the city

Revised

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APPLICATION NO. FY20	EFFECTIVE DATE Oct. 1, 2019	DEPARTMENT 4293201010	PROGRAM 1461801
SUBCLASS NO 315	ACCOUNT NO 707012	DUNS NO 069223840	IDENTIFICATION
STATE OF GA AMOUNT \$5000.00	Fund 10100	FUND SOURCE 01000	TOTAL GRANT AMOUNT \$5000.00

FUNDING SOURCE: x STATE money only FEDERAL money only FEDERAL & STATE money

**GEORGIA COUNCIL FOR THE ARTS
VIBRANT COMMUNITIES GRANT AGREEMENT FY20**

GRANT AMOUNT: \$5000.00
PROGRAM: 1461801
STATE OF GEORGIA

START DATE: Oct. 1, 2019
END DATE: June 1, 2020
COUNTY OF FULTON

This Agreement, made and entered into by and between the Georgia Department of Economic Development, a department of State government of Georgia, on behalf of Georgia Council for the Arts, (Collectively referred to as "GDEcD" or "GCA"), as Party of the First Part, and

City of Grantville
123 LaGrange Street
P.O. Box 160
Grantville, GA 30220

As Party of the Second Part (hereinafter called the Recipient). GCA and Recipient are collectively "the Parties".

WITNESSETH:

WHEREAS, the mission of Georgia Council for the Arts ("GCA") is to cultivate the growth of vibrant, thriving Georgia communities through the arts; and

WHEREAS, GCA goals include using the arts to promote Georgia's economic growth, to support strong connections between artists, arts organizations and the public resulting in community connections and an improved quality of life; to act as a catalyst for increased public awareness of the value of the arts and of Georgia's rich cultural heritage; and to invest in the sustainability and advancement of Georgia's creative sector; and

WHEREAS, GCA provides grant funding to eligible local governments and private non-profit organizations located within the state who have submitted an application prior to the respective submission deadline and whose application best meets GCA's goals; and

WHEREAS, based upon Recipient's Application for the FY20 Vibrant Communities Grant ("Application"), GCA has determined that Recipient is an eligible applicant as defined in GCA's FY20 Vibrant Communities Grant Guidelines. Although the Application is not attached herewith, Recipient acknowledges that GCA has relied on the representations in the Application to determine Recipient's eligibility;

WHEREAS, based upon the Application, GCA has determined that Recipient meets all eligibility requirements as set forth in the Guidelines; and

WHEREAS, the Georgia Department of Economic Development is authorized and empowered to enter into Agreements with individuals, organizations and institutions for cooperative endeavors furthering the objectives of GCA.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the cultural and educational advantages to the citizens of the State of Georgia, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF SERVICES PROVIDED BY RECIPIENT

1.1 Recipient agrees to fulfill the project set forth in its application narrative.

1.2 Recipient agrees to adhere to the following schedule and deliverables:

~ Title and description: Welcome to Grantville

~ Date: Begin work, October 21, 2019, and completed by May 28, 2020

~ Location: Roch lle Jabaley, 1 Main Street, P.O. Box 385, Grantville, GA 30220

~ Artists: John W. Christian Studio--John is an avid supporter of the arts. John's goal is to create great art that will last for generations. In the past 30 years, he has designed art centers, live theaters, and studios in eleven cities with fifteen locations in six counties in Georgia. As a state-leading mural artist, John has painted murals in small towns and cities all over Georgia. His focus is outside public murals that have a culture and historic theme to it. John is an avid historian and loves to take part in preserving a little slice of history with each mural. Plans are to include the City of Grantville Mural in the statewide arts collection of Go Georgia Arts located in the Atlanta airport area in the city of Hapeville, Ga. The subject of the City of Grantville's mural will be painted on a 100 plus-year-old historic building in the historic Grantville downtown area. The mural will be the welcome mural to the City. The completed painting will have a tremendous economic impact and community pride for years to come. The location of the mural is next to the city park. Once completed, the mural will join the Georgia Mural Trail stamp collection.

The total number of participants: 1 lead artist and a total of in-kind hours for prepping the wall and painting the topcoat and building grounds around the wall are estimated at 50 hours.

The total number of audience/participants are 3,000, plus tourist per year.

1.3 Recipient agrees to provide a .50:1 cash match to the award amount. Matching funds must be received by June 1, 2020. Failure to produce the proposed cash match results in cancellation of the unmatched portion of the award. In-kind contributions of goods, services, or space are not allowed as a match.

1.4 GCA agrees to pay Recipient the amount shown on Page One of this Agreement and Recipient agrees to apply the full amount to its undertaking.

- 1.5 At any time during the term of this Agreement should there be any discrepancies between Recipient's actual performance and the Application's goals or scope of work, Recipient must immediately contact GCA for adjustments to this Agreement.

2. ADHERENCE TO LAWS

GCA expects all grant recipients to adhere to the standards set forth by our partner agency, The National Endowment for the Arts. However, if the grant award is funded wholly or partially with federal funds issued to GCA through the National Endowment for the Arts as indicated on page one of this contract, then the use of such funds is governed by federal regulations, including but not limited to the General Terms and Conditions for Partnership Agreements for National Endowment for the Arts Awards found at **Appendix A** and the financial regulations at 2 C.F.R. § 200 et seq. Recipient represents and warrants that it will adhere to and abide by all applicable federal and state laws and regulations in the performance of this Agreement, including the provisions of **Appendix A (if applicable based upon the use of federal funding)**, which are incorporated into this Agreement as if set out fully herein.

3. ADHERENCE TO GRANT GUIDELINES

- 3.1 Recipient agrees to adhere to any additional requirements contained within the applicable GCA grant guidelines which can be found at <http://gaarts.org/what-we-do/grants/vibrant-communities-grant/>.

4. RECORD RETENTION

- 4.1 Financial records, supporting documents, and statistical records must be retained for a period of three (3) years from the date of submission of the final report. Exceptions include if litigation, claim, or audit is started before the expiration of the three-year period, or if GCA notifies you in writing to extend the retention period.
- 4.2 Standards for Documentation of Personnel Expenses (2 C.F.R. § 200.430(i)(1)). Charges to awards for salaries and wages must be based on records that accurately reflect the work performed. General Terms & Conditions for Grants and Cooperative Agreements to Organizations must support these costs for both the Federal funds and cost share or matching requirements. GCA may require personnel activity reports or equivalent documentation if necessary (2 C.F.R. § 200.430(i)(8)).
- 4.3 Records for equipment must be retained for three (3) years after final disposition (2 C.F.R. § 200.333(c)).
- 4.4 Access to Federal award information: During the period of performance and the subsequent retention period, the NEA's Inspector General, the Comptroller General of the United States, or any of its authorized representatives has the right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to your personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but last as long as records are retained (2 C.F.R. § 200.336). Federal award-related information should be collected and stored in open and machine-readable formats whenever practicable (2 C.F.R. § 200.335). In addition, restrictions on public access are generally limited to protected personally identifiable information (PPII) and other FOIA and applicable exemptions (2 C.F.R. § 200.337).

5. EVALUATION

- 5.1 Recipient will provide for GCA a Final Report and Final Request for Reimbursement. The final report form, directions on how to file and specified deadlines can all be found on www.gaarts.org. All grant final reports are due within 30 days of the completion of the project.

6. ACKNOWLEDGEMENT OF ARTS SUPPORT

- 6.1 GCA requires all Recipients to recognize GCA in all materials, publications, and programs that are supported by state funds and in which other funders are credited. This includes programs, newsletters, brochures, fliers, ads, calendars, posters, press releases, films, videotapes, websites and all electronic transmissions. Note: any organization receiving operating support funding (Partner Grant) must provide this recognition for the entirety of the fiscal year of funding. The GCA logo must be reproduced in the same size and proportion as that of other sponsors. It must be reproduced as it is provided, without alteration. For additional information about GCA credit and to access the logo, review <http://gaarts.org/images/PDFs/gca%20brandstandards.pdf>.
- 6.2 If there is no printed material associated with a program, oral credit must be given. The statement below must be provided before the event or performance, and during any radio broadcast or audiotape for the hearing impaired.

"This program is supported in part by Georgia Council for the Arts through the appropriations of the Georgia General Assembly. Georgia Council for the Arts also receives support from its partner agency - the National Endowment for the Arts."

- 6.3 GCA reserves the right to change the language of the required acknowledgement of Arts Endowment support, as well as the right to disallow the use of our logo and acknowledgement of our support.

Acknowledgment of the National Endowment for the Arts must also be prominently displayed in all materials and announcements for NEA funded projects. For print materials, use the NEA's current logo whenever possible along with the following phrase: "This project is supported in part by an award from the National Endowment for the Arts" GCA encourages you to include "To find out more about how National Endowment for the Arts grants impact individuals and communities, visit www.arts.gov." For radio or television broadcast, GCA requires the following voice-over language: "This project is supported in part by an award from the National Endowment for the Arts. On the web at arts dot gov." For television broadcast, display of the Arts Endowment logo and web address is required.

7. IMMIGRATION ACT VERIFICATION PROCESS

- 7.1 Recipient agrees to comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601-1646, ("PRWORA"), enacted by Congress to regulate the receipt of "public benefits" by aliens, and the Georgia Security and Immigration Compliance Act ("GSICA"), O.C.G.A. § 50-

36-1 *et seq.* Where Recipient is an organization, GCA shall verify the lawful presence of the individual who has signed the Application.

- 7.2 Prior to any funds being delivered to Recipient, Recipient shall produce the following documents to GCA.
- 7.2.1 A document issued by a state or federal jurisdiction or recognized by the United States government and that is verifiable by federal or state law enforcement, intelligence, or homeland security agencies that contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A list of all acceptable documents can be found on the website of the Georgia Department of Law at <http://law.ga.gov/immigration-reports>.
- 7.2.2 If the Recipient cannot produce a document that satisfies Paragraph A, Recipient must submit an affidavit that Recipient is a United States citizen or legal permanent resident 18 years of age or older; or an affidavit that Recipient is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, is 18 years of age or older, is lawfully present in the United States, and provides the Recipient's alien number issued by the Department of Homeland Security or other federal immigration agency. Form affidavits are accessible on the website of the Georgia Department of Audits and Accounts at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html.
- 7.2.3 If the funds received under this Grant Agreement will be distributed to individuals or other corporations as sub-recipients, Recipient is responsible for verifying the eligibility of any pass-through recipient under the procedures required under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601-1646, ("PRWORA") and the Georgia Security and Immigration Compliance Act.

RESPONSIBILITIES AND LIABILITIES

- 8.1 GDEcD, GCA, and the State of Georgia, and their respective officers, employees and directors, assigns and attorneys, assume no liability for damages or injuries arising out of this Agreement or any addendum thereto, and the responsibilities and obligations of GDEcD under the Agreement are limited to providing not more than the total grant as set forth in this Agreement.
- 8.2 Recipient agrees to indemnify GDEcD, GCA and the State of Georgia, and their respective officers, employees and directors, assigns and attorneys, from any and all known and unknown damages, legal and equitable claims of every kind and nature -- in tort, Agreement, federal law, state law, constitutional law, statute and otherwise, known and unknown -- attorney's fees, costs and expenses of litigation, which GDEcD, GCA and the State of Georgia may now have or which may hereafter accrue on account of or in any way arising out of this Agreement or the administration, planning, preparation, development, conducting, and execution of this Agreement. **This provision shall not apply to state or local units of governments or instrumentalities thereof which are prohibited from entering into indemnification agreements under Georgia law.**
- 8.3 Recipient agrees to administer, plan, prepare, develop, conduct and execute the Scope of Services described in accordance with all the terms, conditions, and limitations set forth herein. Recipient agrees that no portion of these grant funds shall be utilized for the following expenses:

- Capital Expenditures/Equipment, which are permanent fixtures or equipment with a useful life of over one year that cost more than \$5,000. This included:
 - Buildings or real estate
 - Renovations or improvements involving structural changes
 - Roads, driveways, parking lots or projects/repairs
 - Permanent or generally immobile equipment
- Fundraising event expenses
- Programming outside of Georgia
- Tuition for college/university study
- Scholarships, prizes, or endowment funds
- Debt and interest associated with capital expenditures
- Depreciation
- Bad debt
- Alcohol
- Entertainment expenses, such as receptions, refreshments, staff or cast parties, staff awards, flowers, etc.
- Late registration fees for conferences
- Fees paid to lobbyists
- Travel and accommodation expenses that are over the rate allowed by the state of Georgia (see <http://gsa.gov/portal/category/100120> for a breakdown of travel rates)
- Any expenses labeled as miscellaneous, other, additional expenses, discretionary expenses, slush fund, etc.

8.4 In the execution of this Agreement, Recipient agrees to refrain from political activities, including endorsement of any political candidate or party, use of machinery, equipment, postage, stationary, or personnel on behalf of any candidate or any question of public policy subject to a referendum, or the display of political posters, stickers, or other printed material.

9. GENERAL PROVISIONS

- 9.1 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 9.2 Waiver. A waiver by GDEcD or GCA of any breach of any provision of this Agreement shall not be construed to be either a waiver of its rights regarding any succeeding breach of any such provision or a waiver of the provision itself.
- 9.3 Assignment. Recipient shall not assign all or any part of the rights or obligations under this Agreement without the prior written consent of GCA, which may be withheld in GCA's sole discretion. Any permitted assignment shall be binding on and inure to the benefit of the Parties' successors and assigns.
- 9.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. This Agreement may not be modified except by an instrument in writing signed by the Parties.

- 9.5** Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflicts of law's provisions. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall take place in the Superior Court of Fulton County, Georgia. The Parties hereby consent to the personal jurisdiction of the Superior Court of Fulton County, Georgia in any dispute arising from or relating to this Agreement.
- 9.6** Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between GDEcD/GCA and Recipient. No Party, by virtue of this Agreement, is authorized as an agent, employee or legal representative of the other except as specifically set forth herein.
- 9.7** Representation of Authority. Each individual executing this Agreement below represents that he or she has full authority to execute this Agreement on behalf of the party.
- 9.8** Boycott of Israel. Recipient certifies that it is not currently engaged in, and agrees for the Term of this Agreement not to engage in a boycott of Israel, as defined in O.C.G.A. §50-5-85.
- 9.9** Termination. GCA may terminate this Agreement at any time by giving written notice to the Recipient of such termination and specifying the effective date thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the undersigned do hereby accept the terms and conditions as set forth in the above Agreement.

RECIPIENT

GEORGIA COUNCIL FOR THE ARTS

Authorizing Official Signature

Executive Director

Typed Name: _____

Date: _____

Title & Date: _____

FEIN: _____

DUNS#: _____