

**CITY OF GRANTVILLE  
CITY COUNCIL MEETING AGENDA  
MONDAY, JULY 26, 2021 at 6:30 P.M.  
Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street  
Grantville, Georgia 30220**

**Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Citizen Comment Regarding Agenda Items**

**Approval of Agenda**

**Approval of Minutes: City Council Meeting Minutes June 28, 2021  
City Council Work Session Minutes July 12, 2021**

Discussion/Decision on Minnie Sewell Land LLC request to annex Coweta County Tax Parcel #055 2027 004 into the City of Grantville

Discussion/Decision on Minnie Sewell Land LLC request to annex Meriwether County Tax Parcel #001 013 into the City of Grantville

Discussion/Decision on Storm Water Drainage Problem on Lagrange Street

Discussion/Decision on Subgrant Agreement with the Atlanta Regional Commission (Livable Centers Initiative Project)

Discussion/Decision on Three Rivers Area Agency on Aging Contract for Services

Discussion/Decision on Resolution No. 2021-05 Approving and Authorizing Solar Initiative

Discussion/Decision on Resolution No. 2021-07 Accepting Audited Financial Statements September 30, 2020

Discussion/Decision on Resolution No. 2021-08 Authorizing Entry into the GMA Retirement Program: October 1, 2021

First Reading: Ordinance No. 2021-04 Adopting the Fiscal Year 2022 Budget

Second Reading: Ordinance No. 2021-03 Restating and Amending Chapter 8 Animals of the Code of Ordinances

**Citizen Comments**

**City Council and Staff Comments**

**Adjournment**

**CITY OF GRANTVILLE**  
**CITY COUNCIL MEETING draft MINUTES**  
**JUNE 28, 2021 at 6:30 P.M.**  
**Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street**  
**Grantville, Georgia 30220**

Meeting was available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Mayor Jewell called the meeting to order at 6:30 p.m. Mr. Rodney Mowery provided the Invocation and participants recited the Pledge of Allegiance to the Flag.

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

**Approval of Agenda:** Hines/King: 4-0

**Citizens Comments Regarding Agenda Items:**

Rochelle Jabaley, business owner, spoke with questions on the exact location of the Special Use Permit application parcels; Luther Jones, business owner, spoke in favor of storm drainage improvements on Lagrange Street; K. Colton, resident spoke against Truck Stop and Liquor Store applications; Tylon Crook, resident spoke in favor of high speed internet for residents of the city and questioned whether we need another liquor store; Robert Royce, resident spoke on the Permit application for the Truck Stop; Manny Singh, applicant representative spoke on the Special Use Permit applications; Shane Singh, spoke in favor of the Permit applications; John Miller spoke in favor of the Truck Stop and Liquor Store Special Use Permit applications; Gabrone Mackey spoke in favor of the applications for Liquor Store and Truck Stop.

**Approval of Minutes: City Council Minutes May 24, 2021 and City Council Work Session Minutes June 14, 2021** Motion to approve Wacaser/King: 4-0

**PUBLIC HEARING:**

**Special Use Permit Application for Liquor Store at parcel G09-0002-003 (Hwy 29/SR14) submitted by Tommy Arnold, Grantville Partners, LLLP on behalf of Virginia (Manny) Singh.**

**Planning Commission recommended approval.**

The Public Hearing was convened at 6:49 p.m. on the Special Use Permit application for a Liquor Store. Ten (10) minutes was allowed for the applicant Virginia Singh and Manny Singh to explain their concept plan for the property if approved and proponents spoke in favor of the agenda item. At 6:57 p.m. opponents spoke against the approval of the item.

Council member Sells, seconded by Hines Motioned to close the Public Hearing at 7:03 p.m.

Vote: 3-0

**Special Use Permit Application for Truck Stop at parcel G09-0002-003 (Hwy 29/SR14) submitted by Tommy Arnold, Grantville Partners, LLLP on behalf of Virginia (Manny) Singh.**

**Planning Commission recommended approval.**

The Public Hearing was convened at 7:04 p.m. and the applicant and proponents spoke in favor of the approval of the agenda item. At 7:11 p.m. opponents spoke against approval of the Truck Stop Permit. On a motion by Sells, seconded by Wacaser, Council voted unanimously to close the public hearing at 7:21 p.m.

Discussion/Decision Special Use Permit Application for Liquor Store at parcel G09-0002-003 (Hwy 29/SR14) submitted by Tommy Arnold, Grantville Partners, LLLP on behalf of Virginia (Manny) Singh.  
**Motion to approve Special Use Permit Application for Liquor Store by Sells/King: 3-1 Hines opposed**

Discussion/Decision on Special Use Permit Application for Truck Stop at parcel G09-0002-003 (Hwy 29/SR14) submitted by Tommy Arnold, Grantville Partners, LLLP on behalf of Virginia (Manny) Singh.  
**Motion to Approve Sells/King: 3-1 Hines opposed**

Discussion/Decision on Special Event Permit for July 3<sup>rd</sup> Fireworks by the Grantville Police Department  
**Motion to approve Hines/King: 4-0**

Discussion/Decision on Execution of Quit Claim Deed for 25 Griffin Street  
**Councilmember Sells recused himself. King/Wacaser motion to approve: 2-1 Hines opposed**

Discussion/Decision on Appointment to the Historic Preservation Commission to fill the unexpired term of Claude Raptis which ends on January 17, 2022. **Motion to approve applicant Ric March to fill the unexpired term: Hines/Wacaser: 3-1 Sells opposed**

Second Reading: Ordinance No. 2021-02 to Restate and Amend Section 11-21 of the Code of Ordinances  
**Approved Wacaser/Sells: 3-1 Hines opposed**

Discussion/Decision on Ordinance No. 2021-03 to Restate and Amend Chapter 8 ANIMALS of the Code of Ordinances **Second Reading will be held on July 26, 2021**

Discussion/Decision on Bid Results for the Construction of Three (3) 20' x 20' Open Gable Pavilions  
-Aqua Dynamics, Inc.: \$98,500.00  
-Bliss Products and Services, Inc.: \$99,948.50  
**Approved contract award to Aqua Dynamics for \$98,500. Hines/Sells: 4-0**

Discussion/Decision on Storm Water Drainage Problem on Lagrange Street  
**Councilmember King, seconded by Wacaser motioned to reconsider the Drainage Problem at the July 12, 2021 Work Session. King/Wacaser: 3-1 Hines abstained**

**There being no further business the meeting was adjourned at 9:10 p.m. Hines/King: 4-0**

**CITY OF GRANTVILLE  
CITY COUNCIL WORK SESSION MEETING draft MINUTES  
MONDAY, JULY 12, 2021 at 6:30 P.M.  
Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, Georgia 30220**

**Mayor Pro Tem Ruby Hines called the meeting to order at 6:30 p.m. Mr. Rodney Mowery provided the Invocation and participants recited the Pledge of Allegiance to the Flag.**

**Present: Mayor Pro Tem Ruby Hines, Councilmembers Jim Sells, Mark King and Alan Wacaser  
Also present: City Manager Al Grieshaber, Jr., City Attorney Mark Mitchell, and City Clerk Roberta Higgins.  
Absent: Mayor Doug Jewell**

**Citizen Comment Regarding Agenda Item: None**

**Approval of Agenda: Approved Sells/King: 3-0**

**The following items were discussed at length by the Mayor Pro Tem and Council:**

Discussion/Decision on Minnie Sewell Land LLC request to annex Coweta County Tax Parcel #055 2027 004 into the City of Grantville

Discussion/Decision on Minnie Sewell Land LLC request to annex Meriwether County Tax Parcel #001 013 into the City of Grantville

Discussion/Decision on Storm Water Drainage Problem on Lagrange Street

Discussion/Decision on Subgrant Agreement with the Atlanta Regional Commission (Livable Centers Initiative Project)

Discussion/Decision on Three Rivers Area Agency on Aging Contract for Services

Discussion/Decision on Resolution No. 2021-05 Approving and Authorizing Solar Initiative

Discussion/Decision on Resolution No. 2021-06 Setting 2021 Annual Millage Rate for Assessment of Property Taxes

Discussion/Decision on Resolution No. 2021-07 Accepting Audited Financial Statements September 30, 2020

Discussion/Decision on Resolution No. 2021-08 Authorizing Entry into the GMA Retirement Program: October 1, 2021

Discussion/Decision on Fiscal Year 2022 Budget

First Reading: Ordinance No. 2021-04 Adopting the Fiscal Year 2022 Budget

Second Reading: Ordinance No. 2021-03 Restating and Amending Chapter 8 Animals of the Code of Ordinances

Discussion on Solid Waste Services contract with GFL/Waste Industries

**Citizen Comments – none**

**City Manager announced receipt of \$615,423 in American Rescue Plan funds; \$333,647 has previously been approved and committed by City Council for wastewater improvement projects.**

**There being no further business the meeting was adjourned at 7:23 p.m. King/Wacaser: 3-0**

June 28, 2021

Mr. Al Grieshaber, City Manager  
City of Grantville  
P. O. Box 160  
Grantville, GA 30220

Dear Mr. Grieshaber,

Minnie Sewell Land LLC wishes to annex Coweta County Tax Parcel #055 2027 004 into the City of Grantville. The Coweta County parcel is located on Minnie Sewell Road in Grantville, Georgia, 30220 and consists of 198.56 wooded acres. Attached is a legal description of the tract of land.

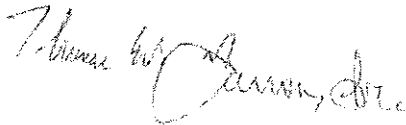
Please submit this request at the earliest City of Grantville Meeting.

Thank you in advance for your assistance with this matter.

Sincerely,



Minnie Sewell Land LLC  
Frank H. Barron  
Co-Member



Minnie Sewell Land LLC  
Thomas W. Barron, Sr.  
Co-Member

# Coweta County Annexation

The tract lying and being in Coweta County, GA and Meriwether County, GA and being known and designated upon that certain Property Survey for John Hardy Jones, Et Al located in Land Lots 6 & 27 of the 11<sup>th</sup> Land District also located in Land Lots 271 & 272 of the 2<sup>nd</sup> Land District of Coweta County, Georgia also located in Land Lot 26 of the 11<sup>th</sup> Land District Meriwether County, Georgia prepared by Conkle-Lane & Associates, dated October 30, 2006, as Tract A, containing 476.97 acres.

Portion to be annexed: A portion of Tract A, located in Land Lot 27 of the 11<sup>th</sup> Land District in Coweta County, Georgia being more particularly described as follows.

Commencing at the point IPF at the intersection of Land Lots 6, 7, 26 and 27 and from said point of beginning:

Proceed thence, in a southwesterly direction along the Land Lot line between Land Lot 26 and Land Lot 27 to a point IPF at the intersection of Land Lots 26, 27, 38 and 39;

Thence, N 87° 55' 31" W for a distance of 1737.21 feet to a point IPF;

Thence N 88° 29' 33" W for a distance of 368.79 feet to a point IPF;

Thence N 87° 57' 15" W for a distance of 135.17 feet to a point IPF;

Thence N 01° 08' 22" E for a distance of 522.63 feet to a point IPF;

Thence N 88° 52' 52" W for a distance of 778.63 feet to a point located on the easterly Right of Way of Minnie Sewell Road;

Thence N 08° 50' 47" E for a distance of 49.34 feet to a point ISF;

Thence S 88° 54' 07" E for a distance of 268.44 feet to a point ISF;

Thence N 05° 31' 53" E for a distance of 251.51 feet to a point ISF;

Thence S 82° 28' 20" W for a distance of 50.00 feet to a point ISF;

Thence, N 09° 37' 44" E for a distance of 51.64 feet to a point ISF;

Thence N 84° 13' 13" W for a distance of 53.66 feet to a point ISF;

Thence N 82° 05' 28" W for a distance of 246.14 feet to a point ISF;

Thence N 10° 31' 26" E for a distance of 334.65 feet to a point located on the easterly Right of Way of Minnie Sewell Road;

Thence N 08° 57' 19" E for a distance of 506.23 feet to a point located on the easterly Right of Way of Minnie Sewell Road;

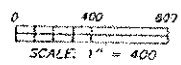
Thence N 08° 45' 08" E for a distance of 555.97 feet to a point on located on the easterly Right of Way of Minnie Sewell Road;

Thence N 08° 16' 46" E for a distance of 300.24 feet to a point on located on the easterly Right of Way of Minnie Sewell Road;

Thence N 07° 29' 25" E for a distance of 405.23 feet to a point IPF;

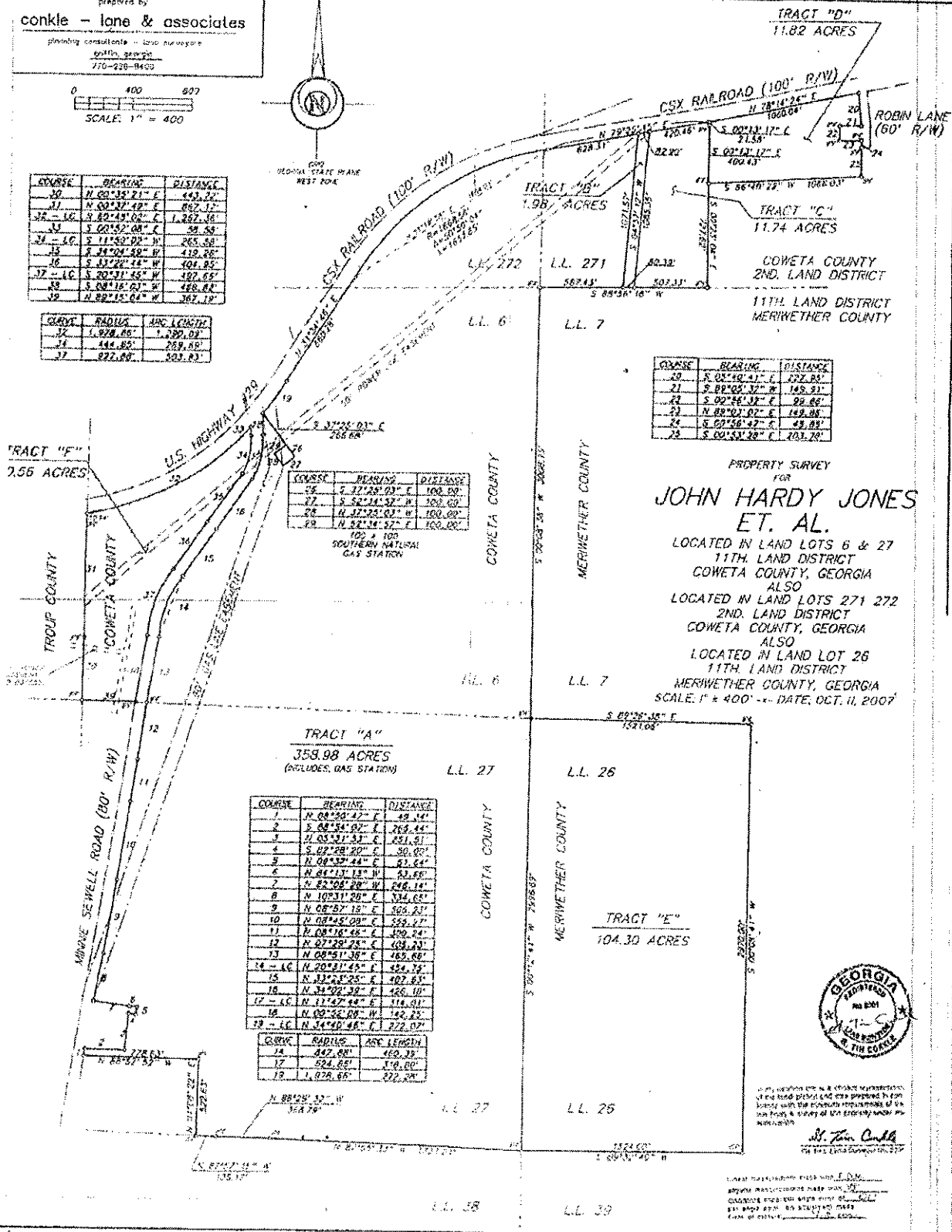
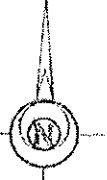
Thence run in a southeasterly direction along the Land Lot Line between Land Lot 6 and Land Lot 27 to the point of beginning.

prepared by  
**conkle - lane & associates**  
 planning consultants - land surveyors  
 6111th, gwynn  
 770-226-8400



COURSE	BEARING	DISTANCE
10	N 02°35'21" E	442.22'
11	N 02°37'49" E	852.17'
12 - L.C.	S 82°49'02" E	1,267.46'
13	S 02°52'08" E	58.59'
14 - L.C.	S 11°50'02" W	265.58'
15	S 34°20'48" W	418.28'
16	S 63°28'44" W	404.85'
17 - L.C.	S 20°31'45" W	187.65'
18	S 08°16'51" W	488.84'
19	N 82°15'04" W	387.12'

CURVE	RADIUS	ARC LENGTH
12	1,928.86'	1,299.02'
14	444.82'	289.85'
17	822.88'	503.83'



COURSE	BEARING	DISTANCE
26	S 32°25'03" E	108.00'
27	S 52°14'57" E	108.00'
28	N 32°25'03" W	108.00'
29	N 52°14'57" E	108.00'

COURSE	BEARING	DISTANCE
20	S 02°40'41" E	272.83'
21	S 82°05'32" W	149.91'
22	S 02°46'38" E	88.66'
23	N 82°07'02" E	149.88'
24	S 02°46'42" E	49.89'
25	S 02°43'38" E	203.78'

PROPERTY SURVEY  
 FOR  
**JOHN HARDY JONES  
 ET. AL.**  
 LOCATED IN LAND LOTS 6 & 27  
 11TH. LAND DISTRICT  
 COWETA COUNTY, GEORGIA  
 ALSO  
 LOCATED IN LAND LOTS 271 272  
 2ND. LAND DISTRICT  
 COWETA COUNTY, GEORGIA  
 ALSO  
 LOCATED IN LAND LOT 26  
 11TH. LAND DISTRICT  
 MERIWETHER COUNTY, GEORGIA  
 SCALE: 1" = 400' -- DATE, OCT. 11, 2007

**TRACT "A"**  
 358.98 ACRES  
 (INCLUDES GAS STATION)

COURSE	BEARING	DISTANCE
1	N 08°50'47" E	49.41'
2	S 08°54'02" E	269.44'
3	N 05°51'32" E	221.81'
4	S 02°28'20" E	30.00'
5	N 08°37'44" E	81.84'
6	N 84°17'13" W	81.84'
7	S 82°06'28" W	248.14'
8	N 10°31'28" E	534.65'
9	N 02°57'18" E	626.21'
10	N 02°45'09" E	559.17'
11	N 08°16'48" E	190.24'
12	N 07°29'25" E	168.23'
13	N 08°51'36" E	485.88'
14 - L.C.	N 20°31'45" E	484.75'
15	N 33°21'25" E	487.83'
16	N 34°02'39" E	426.10'
17 - L.C.	N 11°47'48" E	174.81'
18	N 02°26'09" W	142.25'
19 - L.C.	N 34°49'46" E	272.07'

CURVE	RADIUS	ARC LENGTH
14	442.88'	489.39'
17	524.85'	170.00'
19	1,024.85'	272.24'

**TRACT "E"**  
 104.30 ACRES



I, the undersigned, do hereby certify that I am a duly licensed and sworn surveyor in the State of Georgia, and that I have personally supervised the making of this survey, and that the same is true and correct.  
**N. John Conkle**  
 No. 8381  
 SURVEYOR



**qPublic.net** Coweta County, GA

**Summary**

Parcel Number 055 2027 004  
 Location Address  
 Legal Description 198.56AC LL 27 LD 11(CU)  
 Class V5-Consrv Use  
 Tax District COUNTY 01 UNINCORPORATED (District 01)  
 Millage Rate 26.502  
 Acres 198.56  
 Neighborhood NEWNAN HS 0912 (0912)  
 Homestead Exemption No (SC)  
 Landlot/District 27 / 2

**Address**

**Owner**

MINNIE SEWELL LAND LLC  
 14 JACKSON ST  
 NEWNAN, GA 30263

**Rural Land**

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Wooded	Rural	2	0.67
RUR	Wooded	Rural	4	114.23
RUR	Wooded	Rural	5	2.42
RUR	Easements	Rural	4	76.12
RUR	Easements	Rural	5	2.84
				3.28

**Conservation Use Rural Land**

Type	Description	Soil Productivity	Acres
CUV	Timberland 93	4	128.69
CUV	Timberland 93	6	38.39
CUV	Timberland 93	3	31.46

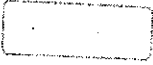
**Sales**

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/13/2019			\$9,366,875	Real Estate Listing		
10/29/2012	3863 353	47 37	\$0	UNQUALIFIED VACANT	BARRON FRANK H & THOMAS W BARR	MINNIE SEWELL LAND LLC
6/15/2000	1531 008	47 37	\$1,234,600	UNQUALIFIED VACANT	100 BLACK MEN OF AME	BARRON FRANK H & THOMAS W BARRON
11/19/1997	1194 198	47 37	\$0	UNQUALIFIED MULTIPLE	MINDIS INCINERATION	100 BLACK MEN OF AME
11/21/1989	540 492		\$0	UNKNOWN STATUS		MINDIS INCINERATION
7/17/1989	524 114		\$0	UNKNOWN STATUS		SAJI PROPERTIES INC
10/31/1979	311 210		\$0	UNKNOWN STATUS		WARE HOLLAND M
	MER GER		\$0	UNKNOWN STATUS		MINDIS METALS INC

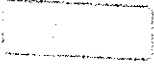
**Valuation**

	2021	2020	2019	2018	2017
Previous Value					
Land Value	\$325,724	\$551,660	\$551,660	\$551,660	\$551,660
+ Improvement Value	\$325,724	\$325,724	\$551,660	\$551,660	\$551,660
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$0	\$0	\$0	\$0	\$0
10 Year Land Covenant (Agreement Year / Value)	\$325,724	\$325,724	\$551,660	\$551,660	\$551,660
	2019 / \$121,002	2019 / \$117,603	2019 / \$114,236		

Assessment Notices 2019



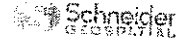
Assessment Notices 2020

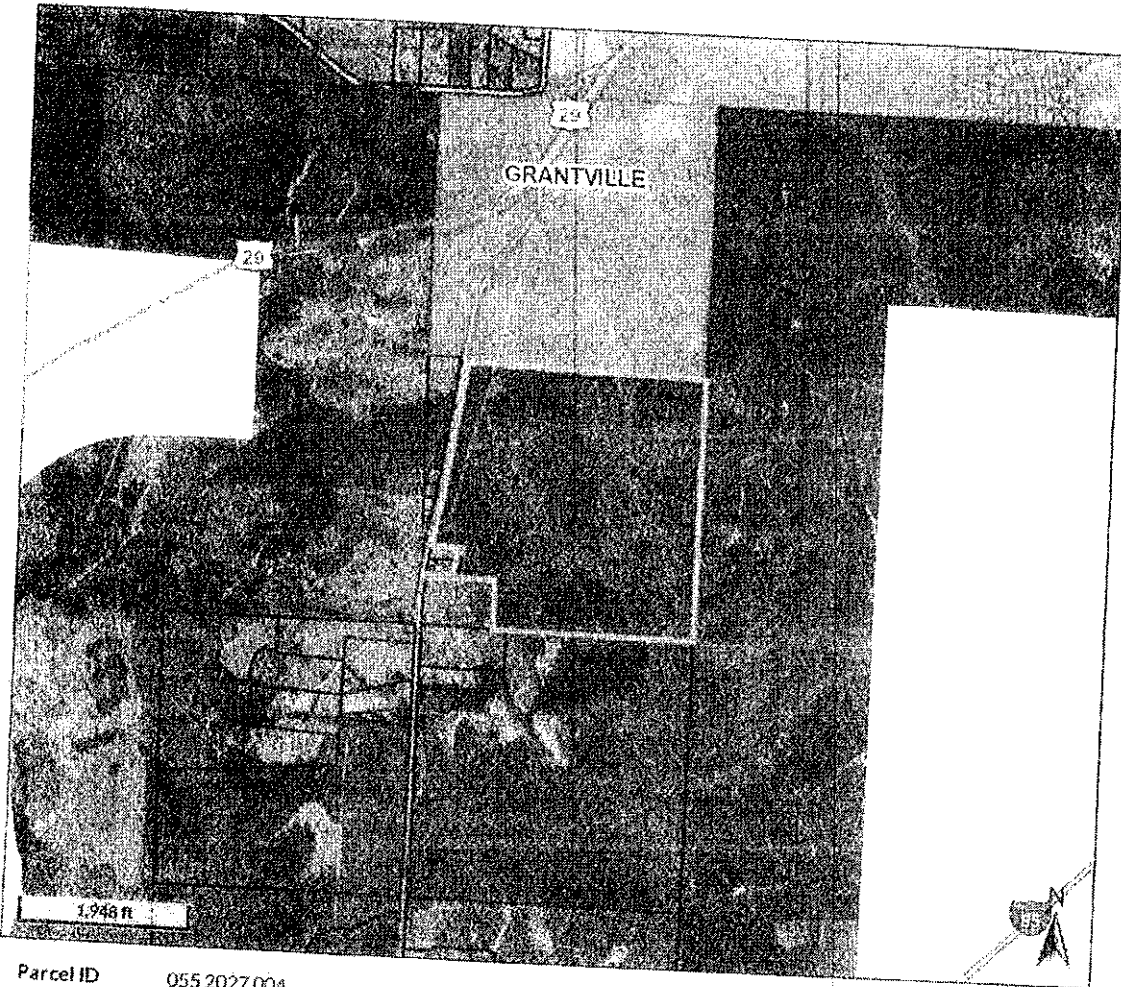


No data available for the following modules: Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Septic Drawings, Photos, Sketches.

USAT Printing Service  
30272 Highway 60 West

USAT Data Delivery 5150 17th St, Fort Lauderdale, FL 33309





Overview

Legend

- Parcels
- Roads
- Municipalities
  - CHATTAHOOCHE HILLS
  - GRANTVILLE
  - HARALSON
  - MORELAND
  - NEWNAN
  - PALMETTO
  - SENOIA
  - SHARPSBURG
  - TURIN

Parcel ID 055 2027 004  
 Class Code Consv Use  
 Taxing District COUNTY 01 UNINCORPORATED  
 Acres 198.56

Owner MINNIE SEWELL LAND I LC  
 14 JACKSON ST  
 NEWNAN, GA 30263  
 Physical Address n/a  
 Assessed Value Value 3325724

Last 2 Sales		Reason	Qual
Date	Price		
5/13/2019	\$6366875	RL	U
10/29/2012	0	03	U

(Note: Not to be used on legal documents)

Date created: 6/30/2021  
 Last Data Uploaded: 6/30/2021 1:31:11 AM

Developed by Schneider

July 9, 2021

Mr. Al Grieshaber, City Manager  
City of Grantville  
P. O. Box 160  
Grantville, GA 30220

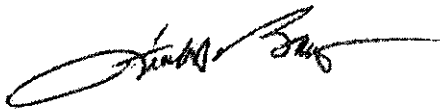
Dear Mr. Grieshaber,

Minnie Sewell Land LLC wishes to annex Meriwether County Tax Parcel #001 013 into the City of Grantville. The Meriwether County parcel is located off Minnie Sewell Road in Grantville, Georgia, 30220 and consists of 103.7 wooded acres. Attached is a legal description of the tract of land.

Please submit this request at the earliest City of Grantville Meeting.

Thank you in advance for your assistance with this matter.

Sincerely,



Minnie Sewell Land LLC  
Frank H. Barron  
Co-Member



Minnie Sewell Land LLC  
Thomas W. Barron, Sr.  
Co-Member

## Meriwether County Annexation

The tract lying and being in Coweta County, GA and Meriwether County, GA and being known and designated upon that certain Property Survey for John Hardy Jones, Et Al located in Land Lots 6 & 27 of the 11<sup>th</sup> Land District also located in Land Lots 271 & 272 of the 2<sup>nd</sup> Land District of Coweta County, Georgia also located in Land Lot 26 of the 11<sup>th</sup> Land District Meriwether County, Georgia prepared by Conkle-Lane & Associates, dated October 30, 2006, as Tract A, containing 476.97 acres.

Portion to be annexed: A portion of Tract A, located in Land Lot 26 of the 11<sup>th</sup> Land District in Meriwether County, Georgia being more particularly described as follows.

Commencing at the point IPF at the intersection of Land Lots 6, 7, 26 and 27 and from said point of beginning:

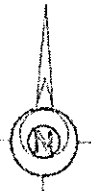
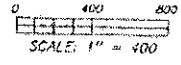
Proceed thence S 89° 26' 38" E for a distance of 1521.06 feet to a point IPF;

Thence S 00° 48' 41" W for a distance of 2970.00 feet to a point ISP;

Thence S 89° 32' 40" W for a distance of 1524.60 feet to a point IPF at the intersection of Land Lots 26, 27, 38 and 39;

Thence, run in a northeasterly direction along the Land Lot Line between Land Lot 26 and Land Lot 27 to the point IPF, the point of beginning.

prepared by  
**conkle - lane & associates**  
 planning consultants - land surveyors  
 6101A STONEY  
 770-228-0620



COURSE	BEARING	DISTANCE
30	N 00°33'21" E	441.72'
31	N 00°37'49" E	487.13'
32 - LC	N 80°45'02" E	1,287.36'
33	S 00°52'09" E	88.50'
34 - LC	S 17°50'02" W	265.30'
35	S 14°04'59" W	418.26'
36	S 31°22'41" W	454.85'
37 - LC	S 20°11'41" W	422.68'
38	S 01°18'04" W	468.82'
39	S 69°12'04" W	367.19'

CURVE	RADIUS	ARC LENGTH
32	1,876.88'	1,280.02'
34	144.62'	189.82'
37	922.66'	593.81'

COURSE	BEARING	DISTANCE
26	E 37°28'03" E	160.00'
27	S 02°14'37" W	100.00'
28	N 32°25'03" W	100.00'
29	N 52°38'32" E	100.00'

COURSE	BEARING	DISTANCE
20	S 04°40'41" E	267.95'
21	S 01°03'32" W	149.91'
22	S 02°36'32" E	89.84'
23	N 10°02'07" E	148.88'
24	S 00°56'42" E	48.89'
25	S 00°33'28" E	203.28'

PROPERTY SURVEY  
 FOR  
**JOHN HARDY JONES  
 ET. AL.**  
 LOCATED IN LAND LOTS 6 & 27  
 11TH. LAND DISTRICT  
 COWETA COUNTY, GEORGIA  
 ALSO  
 LOCATED IN LAND LOTS 271 272  
 2ND. LAND DISTRICT  
 COWETA COUNTY, GEORGIA  
 ALSO  
 LOCATED IN LAND LOT 28  
 11TH. LAND DISTRICT  
 MERIWETHER COUNTY, GEORGIA  
 SCALE: 1" = 400' - DATE: OCT. 11, 2007

TRACT "F"  
 2.56 ACRES

TRACT "A"  
 358.08 ACRES  
 (INCLUDES GAS STATION)

COURSE	BEARING	DISTANCE
1	N 08°50'42" E	19.54'
2	S 84°54'07" E	268.44'
3	N 03°31'53" E	251.81'
4	S 02°08'29" E	80.00'
5	N 08°37'44" E	31.04'
6	N 01°17'13" W	33.85'
7	N 02°08'28" W	215.14'
8	N 10°31'26" E	234.25'
9	N 09°57'19" E	505.23'
10	N 08°45'08" E	585.87'
11	N 30°16'46" E	300.24'
12	N 07°59'25" E	403.83'
13	N 08°51'15" E	483.69'
14 - LC	N 20°11'45" E	424.26'
15	N 31°23'19" E	407.63'
16	N 34°07'19" E	486.18'
17 - LC	N 11°47'44" E	318.01'
18	N 00°52'08" W	142.72'
19 - LC	N 31°40'46" E	222.87'

CURVE	RADIUS	ARC LENGTH
14	842.86'	402.87'
17	524.85'	318.01'
19	1,078.55'	222.87'

TRACT "E"  
 104.30 ACRES



I, the undersigned, a duly qualified and licensed surveyor, do hereby certify that the foregoing is a true and correct copy of the original field notes and computations of the above survey, and that the same were made by me or under my direct supervision and in my presence.

*John Hardy Jones*  
 Surveyor

Survey conducted on 10/11/07  
 Original notes and computations filed with the Clerk of the Superior Court of Coweta County, Georgia on 10/11/07  
 All rights reserved. No part of this survey may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the surveyor.

**qPublic.net** Meriwether County, GA

**Summary**

Parcel Number: 001 119  
 Location Address: 11519 Hwy 1  
 Legal Description: 10077 ACRES, 66.1100(10)  
 Class: V9-Consrv Use  
 Zoning: 1003.7  
 Tax District: MERIWETHER COUNTY (REARROLL)  
 Millage Rate: 16.182  
 Acres: 103.7  
 Neighborhood: NORTHCY GREENVALE(INDENT)  
 Homestead Exemption: No (SD)  
 Landlot/District: 24 / 11

**Owner**

14 JACKSON ST  
 NEWNAN, GA 30263

**Rural Land**

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Woodland	Rural	7	
RUR	Woodland	Rural	2	6.54
RUR	Woodland	Rural	4	16.81
				30.35

**Conservation Use Rural Land**

Type	Description	Soil Productivity	Acres
CUV	Timberland 93	2	
CUV	Timberland 93	4	16.81
CUV	Timberland 93	7	80.35
			8.54

**Sales**

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/24/2013	792 522		\$0	CUVA covenant recorded	MINNIE SEWELL LAND LLC	MINNIE SEWELL LAND LLC
10/29/2012	770 513	21 66	\$0	Additional Interest	BARRON FRANK H & THOMAS W	MINNIE SEWELL LAND LLC
7/20/2012	766 230		\$0	CUVA covenant recorded	BARRON FRANK H & THOMAS	BARRON FRANK H & THOMAS W
6/15/2000	439 792		\$0	Fair Market Value	100 BLACK MEN OF AME	BARRON FRANK H & THOMAS
11/19/1997	388 334		\$0	G	MINDIS INC/HERATION	BARRON FRANK H & THOMAS W
11/1/1989	285 0222		\$96,400	Non-Market	MINDIS METALS INC	100 BLACK MEN OF AMERICA
7/17/1989	280 0303		\$0	Non Market	WARE HOLLAND M	MINDIS METALS INC
11/8/1979	177 255		\$125,000		WARE BROS INC	WARE HOLLAND M
6/6/1979	174 569		\$0		GLOVER WALLACE M	WARE BROS INC
3/31/1979	172 392		\$0		FALK REALTY	GLOVER WALLACE M
3/26/1979	172 283		\$45,700		TRI COUNTY CO	FALK REALTY CO
8/10/1977	160 364		\$0		COLLEY MARY	TRI COUNTY CO
1/1/1968	91 266		\$0		RAMSEY RODNEY D	COLLEY MARY

**Valuation**

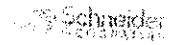
	2020	2019	2018	2017	2016
Previous Value					
Land Value	\$234,700	\$234,700	\$234,700	\$278,600	\$278,600
+ Improvement Value	\$0	\$0	\$234,700	\$234,700	\$278,600
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$234,700	\$234,700	\$234,700	\$234,700	\$278,600
10 Year Land Covenant (Agreement Year / Value)	2012 / \$69,098	2012 / \$67,099	2012 / \$65,178	2012 / \$63,321	2012 / \$61,529

No data available for the following modules: Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches

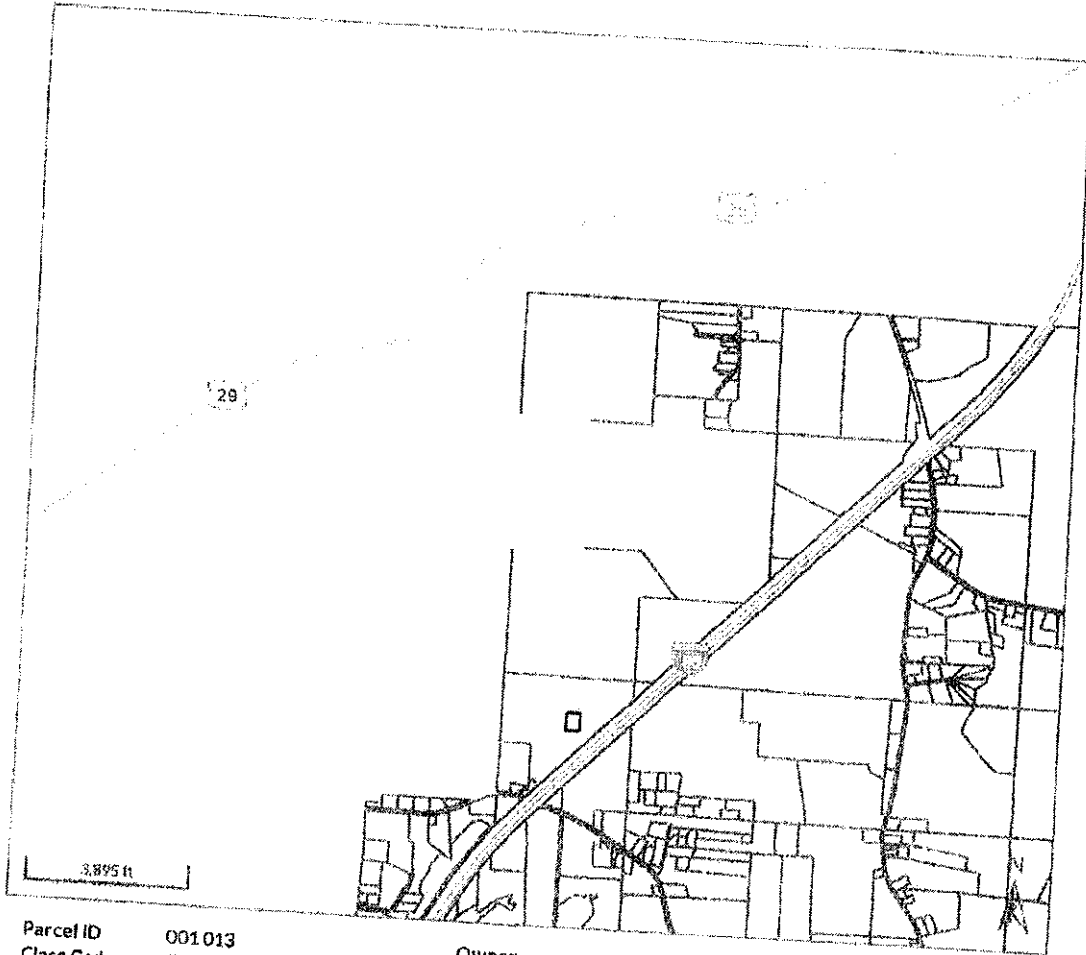
6/30/2021

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Overview

Legend

- Parcels
- Roads

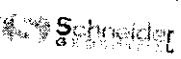
Parcel ID 001013  
 Class Code Consv Use  
 Taxing District MERIWETHER COUNTY  
 Acres 103.7

Owner MINNIE SEWELL LAND LLC  
 14 JACKSON ST  
 NEWNAN, GA 30263  
 Physical Address U S 29 HWY  
 Assessed Value Value \$234700

Last 2 Sales			
Date	Price	Reason	Qual
6/24/2013	0	CR	U
10/29/2012	0	A	U

(Note: Not to be used on legal documents)

Date created: 6/30/2021  
 Last Data Uploaded: 6/30/2021 7:21:24 AM

Developed by  Schneider

## SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Grantville, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

### WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before October 31, 2022.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$100,000.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the

method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

Notwithstanding the foregoing, it is the policy of ARC that only highly qualified consultant teams shall be used to perform planning work. The Subgrantee agrees that it shall conduct procedures in accordance with 2 C.F.R. 200.320(d) using competitive proposals. Evaluation criteria will be established such that proposers' qualifications carry the most weight in the selection process. While cost or price may be factor in the evaluation process, ARC's policy is that cost and price shall comprise no more than 25% of the overall weighted criteria established for said process. Failure to comply with this policy will result in disapproval of any subcontract(s) and withdrawal of ARC funding.

6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.
10. Indemnification. The Subgrantee shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Subgrantee or any person employed by the Subgrantee.

11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Director of the Center for Livable Communities as his agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
14. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.
15. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.

16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
17. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
18. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
19. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
20. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.
21. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee.

Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

22. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
25. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
26. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials

generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

27. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.
28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:
  - a. For all agreements:
    - i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar

action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

- ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.



- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et set.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

- xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
  - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
  - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
  - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.

d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

31. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Subgrantee further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

32. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
33. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its

property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

34. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.
35. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
36. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
37. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein

below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Center Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the cognizant Center Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the cognizant Center Director or the Executive Director as such decision relate to question of law.

38. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both Parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this agreement to the extent feasible.
39. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

CITY OF GRANTVILLE

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATLANTA REGIONAL COMMISSION

\_\_\_\_\_  
ARC Assistant Secretary

By: \_\_\_\_\_  
Executive Director

## ATTACHMENT A

### Scope of Work

**I. General:** The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) sub-element:

102CAS - Livable Centers Initiative Investment Policy Studies (LCI)

**II. Area covered:** All the necessary services provided in this subgrant contract will support the study of LCI-related programs and projects within the Grantville LCI area as proposed in Exhibit A-1. The study area may extend beyond these limits if needed for logical termini purposes.

**III. Goal:** Portions of the Atlanta Metropolitan Transportation Planning Area are in maintenance for both ozone and PM2.5 standards under the Clean Air Act Amendments of 1990. Because of this designation, the region must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. The LCI Program seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit and support further development in the study area. Evaluation of the existing structure and development of likely scenarios should produce recommendations for future investment that support ARC's Livable Centers Initiative Program. Improving safety and walkability will result in increases of the alternatives to driving alone.

### **IV. Work Tasks:**

The City of Grantville will develop the Grantville LCI Study. The purpose of this study is to promote alternatives to driving alone by developing the Grantville Town Center into a walkable, mixed-use environment, by providing strategies for redevelopment and infill development.

The City of Grantville and ARC anticipate the following outcomes from the study to be:

- Inform stakeholders and residents about the vision and goals for the LCI area.
- Develop a framework of policies and programs to help accomplish the vision.
- Develop guidance for development type, scale, and character in the study area that supports its historic downtown.
- Develop transportation investments that provide for safe movement of pedestrians, bicycles, and transit in, through and around the Grantville LCI area.
- Identify key redevelopment sites and strategies to activate them.
- List and prioritize implementation strategies.

The work to be accomplished under this contract is divided into the following tasks:

### **Task 1-- Public Engagement:**

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, and elderly or disabled community members. The subgrantee will conduct an outreach process that promotes the involvement of all stakeholders in the study area.

The subgrantee must comply with the following:

- ARC Project Manager must be notified of all meetings taking place.
- Project information shall be uploaded to the subgrantee website to provide basic project information to the public along with project materials and meeting summaries.
- A Project Management Team shall be formed with representatives from the City of Grantville and ARC.
- The subgrantee and consultant team will seek input and comments from a project advisory group of major stakeholders

The subgrantee will schedule at least three public open engagement opportunities, in a format determined by the project team, the following topics/milestones should be covered by the public engagement activities (at a minimum):

- Provide an overview of the study process, the goals of the study, key dates, and opportunities for public input.
- Solicit opinions on goals and objectives of the study, community needs, strengths, weaknesses, opportunities, and threats related to transportation in the study area.
- Seek input and consensus on preferred concept, typical sections, or improvements. Seek approval of final plan documents and concepts.

Virtual meetings and/or digital engagement activities can be used to meet the above activities.

#### *Final Plan Review and Transportation Coordination Meetings*

A transportation project coordination meeting is required to be conducted prior to finalizing the LCI plan recommendations. To ensure the transportation projects are feasible, the coordination meeting should include all affected organizations (such as GDOT, County Government, etc.) to discuss potential projects prior to the transportation improvement list being finalized.

The final plan review is to be at the ARC offices to discuss the plan process, issues, or unique activities that occurred, and future projects that are needed to implement the plan once the plan is complete.



## **Task 2 – Plan Development**

The goal of this task is to develop and improve the LCI area’s urban design elements, including pedestrian, bicycle and transit elements, wayfinding, public space activation, and lighting as well as the transportation network. In addition, the analysis and recommendations will look at LCI area’s economic and development characteristics to prepare a strategy that supports the plan recommendations, ensures the proposed plan is realistic and provide guidance for future actions. The analysis and recommendations should be coordinated with other completed studies, programs, developments, and organizations. At a minimum, this study will evaluate and address the following information:

- **Area and Existing Plans Assessment**
  - Prepare an assessment of existing physical conditions of roadways and trails, including existing bicycle and pedestrian infrastructure, transit stops, traffic control devices, and right of ways.
  - Examine and summarize existing trail, land use, and transportation plans, development proposals, and zoning that would have an impact on this study area.
  - Examine the level of market opportunity and depth by land use and product type (i.e., how much and what type of retail is needed, overbuilt, etc.).
  - Evaluate the demand and feasibility assessment for housing (by type and cost), retail, office, and other uses within the LCI area and assessment of competing uses in districts near the LCI area.
- **Economic and Development Strategy**
  - Identify where new development can be located to catalyze further reinvestment most effectively.
  - Vision and goals for the Grantville LCI area that provides a mix of land uses appropriate for future growth including new and/or revised land use regulations needed to complete the development vision. This growth should complement the existing historic character of the area.
  - Identify new housing development types that can be introduced within the LCI study area that align with development type, scale, and historic character in the study area.
  - Develop recommendations and strategies that identify best practices, development incentives, and/or financing mechanisms for housing and economic development.
  - Site-specific recommendations for 2-3 catalytic sites in the downtown that include a market analysis, regulatory recommendations, and visualization of key concepts and development styles. These could include interim or temporary uses to activate the area before development occurs. These recommendations should an assessment of community and economic benefits.
- **Transportation Strategy**
  - Internal mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security of all modes.
  - Transportation demand reduction measures.

- Define street level improvements including bike facilities, sidewalks, roundabouts, or other pedestrian enhancements.
  - Continuity of local streets in study area and extension of the street grid.
  - The creation of a Transit Park and Ride lot to connect to future desired commuter bus transit.
  - Temporary and interim transportation improvements.
  - Develop opportunities for incorporation of smart community elements into the study area including but not limited to:
    - Pedestrian Crossings
    - Vehicle Charging
    - Signals
  - Conceptual renderings of the key transportation recommendations.
  - The incorporation of green infrastructure within transportation recommendations.
- **Placemaking Strategy**
    - Identify potential locations for public spaces and placemaking activation in the LCI area.
    - Determine public space and placemaking elements and strategies, including but not limited to public art, wayfinding, lighting both decorative and safety, and streetscapes.

### **Task 3 –Prepare Project Deliverables**

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall include the following (not necessarily in this order):

- **Summaries of the plan development process:**
  - A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
  - A description of the public participation process used to achieve a community-supported program of improvements.
  - Summary of the Area and Plan Assessments.
- **Draft Concept Plan**
  - An area plan map outlining the type of elements and strategies to be installed at recommended locations.
  - Summaries of the strategies written in a cohesive, user friendly format.
  - Maps, concept illustrations, and other graphic representations to support the plan including (but not limited to): the study area, existing land use, future land use, existing transportation facilities, developments, and proposed transportation improvements.
- **Implementation Strategy**
  - Describe the organizational structure and processes that will be used to ensure the action plan items are implemented. Focus should be given to collaboration

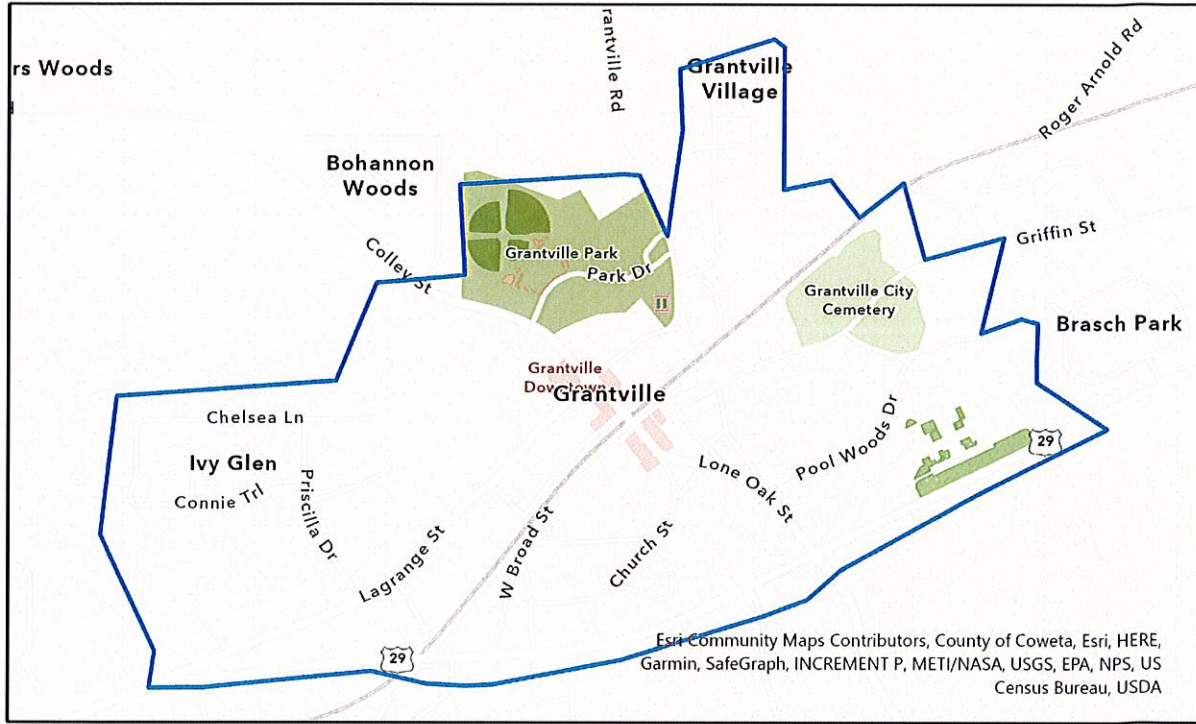
opportunities with other organizations and strategies to ensure continued support from local elected officials, community members and businesses.

- A 100-day Action Plan shall be developed to include no-cost or very low-cost actions and organizational steps needed to keep momentum going and the stakeholders involved and sharing responsibility for the plan's success.
- A description of the changes required within zoning ordinance, development regulations and/or other locally adopted policies to support the concept plan and street design standards.
- An evaluation process used to monitor plan implementation and update the action plan every five years (or more often if need), should be identified.
- Five-year Implementation Plan (aka Schedule of Actions): Using the "5 Year Implementation Plan" template provided by ARC, create a list of all actions and projects that are planned in the study area to implement the study goals, programs, and projects. Schedules should include estimated start date, completion date, cost estimate, funding sources, and responsible party. This short-term implementation plan should include specific actions with start and end dates that implement the LCI plan, including, but not limited to:
  - A prioritized description of transportation improvement projects (local, state and federal) that will support the study area goals.
  - A prioritized description of housing strategies, particularly for affordable and mixed income housing developments, that support a job-housing match, aging in place, and efficient utilization of transportation facilities in the study area. These should align with the Regional Housing Strategy recommendations.
  - A prioritized description of economic development and placemaking strategies.
- A prioritized description of transportation improvement projects that are longer term in nature.
- For key projects identified by the Project Management Team, a detailed implementation guide.
- **Appendix**
  - The full market reports
  - Detailed transportation assessment
  - Detailed code changes required within zoning ordinance, development regulations and/or other locally adopted policies to support the concept plan, housing recommendations, and street design standards.

Format of Deliverables:

- PDF file of the document, any appendices, concept plans, and typical sections
- Electronic files in their original formats with supporting graphics and GIS or other data files (Excel, CAD, etc.)

# EXHIBIT A-1 Grantville LCI Study Area



## ATTACHMENT B

### Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in "Attachment A") is \$125,000. ARC's compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$100,000. All costs in excess of \$100,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, "Budget Estimate", which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10<sup>th</sup> of the following month. Any work for which reimbursement is requested may be disallowed at ARC's discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee's monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee's final invoice and documents as described in "Attachment A, Task 3 – Prepare Project Deliverables" must be received by ARC no later than one month after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$100,000 and that the Subgrantee expressly agrees that they shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Director of Center for Livable Communities, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments hereto.

## EXHIBIT B-1

### Budget Estimate

Task 1 – Public Involvement	\$30,000
Task 2 – Plan Development	\$70,000
Task 3 – Prepare Deliverables	<u>\$25,000</u>
<b>Total Cost</b>	<b>\$125,000</b>
ARC Share (80%)	\$100,000
Local Share (20%)	\$25,000

\* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Cognizant Center Director.







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[www.threeriversrc.com](http://www.threeriversrc.com)

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COUNTIES SERVED: Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson

To: Three Rivers AAA Sub-Contractors  
From: Joy Shirley, AAA Director  
Date: June 29, 2021  
Subject: SFY 2022 Contracts

Enclosed for your review and signature is two copies of the SFY 2022 contracts. Please sign, date, and have witness (ATTEST) sign each copy of the contract signature page. Also complete Annex AA through Annex E. ***Retain one copy of the contract for your records*** and return the other to Three Rivers AAA.

If you have any questions or concerns, please contact me. Thank you all for your continued support in our community.

**SECTION ONE**  
**AREA AGENCY ON AGING CONTRACT FOR SERVICES**

THIS CONTRACT, #04-077-02-AAA-2022 entered into as of the 1st day of July 2021, by and between

**CITY OF GRANTVILLE**  
(hereinafter referred to as “SUBCONTRACTOR”) and the

**THREE RIVERS REGIONAL COMMISSION**  
(hereinafter referred to as “TRRC”).

T-III C Funding CFDA# 93.045	ACL-NSIP Funding CFDA# 93.053
SSBG-HCBS Funding CFDA # 93.667	

**WITNESSETH THAT:**

WHEREAS, TRRC desires to engage the SUBCONTRACTOR to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the “program”) which is to be wholly or partially financed by a grant from the U.S. Government through Georgia Department of Human Services (DHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as “the funding agencies”), and

WHEREAS, the SUBCONTRACTOR desires to render such services in order that the elderly and/or disabled persons in the Three Rivers Regional Commission region may live independently in their communities for as long as possible thereby preventing premature institutional placement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION TWO**  
**GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION**

1. **Engagement of the SUBCONTRACTOR.** TRRC hereby agrees to engage the SUBCONTRACTOR and the SUBCONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent SUBCONTRACTORS.** No provision of this contract, act of the SUBCONTRACTOR in the performance of this contract, or act of TRRC in the performance of this contract shall be construed as constituting the SUBCONTRACTOR as an agent, servant, or employee of TRRC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.
3. **Scope of Services:** The SUBCONTRACTOR shall do, perform, and carry out in a satisfactory and proper manner, as determined by TRRC, the work and services described in Attachment "A", which is attached hereto and made a part thereof. Such services shall be provided within and respecting any or all of the Three Rivers Region (Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson Counties), as further specified in Attachment A hereto.
4. **Term and Time of Performance.** This term of this contract runs from July 1, 2021 through June 30, 2022. The effective date of this contract is July 1st, 2021. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2022.
5. **Method of Payment.** The amount of this contract is included in Attachment B of this contract (page 2). Total payments from the TRRC to the SUBCONTRACTOR shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
  - (a) **Progress Payments.** Unless otherwise approved by TRRC and the funding agencies, the SUBCONTRACTOR shall be entitled to receive progress payments on the following basis:
    - (1) a) Cost Reimbursement Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, a Unit Cost Allocation, a request documenting actual costs incurred during that month for each cost.
    - b) Performance Based Fixed Rate Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, in a form acceptable to TRRC as specified in Attachment "B", a request documenting the actual number of

service units provided during that month for each cost center as specified in Attachment "B"

TRRC shall verify and process reimbursement requests on or before the 15<sup>th</sup> working day of the month. TRRC shall distribute processed payments on or before the 25<sup>th</sup> day of the following month.

- (2) Upon the basis of TRRC's determination to its satisfaction that the SUBCONTRACTOR is in compliance with the terms of this agreement, including but not limited to the Paragraph titled **Subcontracts** below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the payment request by cost center, for the relevant month as specified hereinabove, TRRC will make payment to the SUBCONTRACTOR not more than once per month.
- (3) TRRC may, at its discretion, disallow or delay payment of all or part of a request if TRRC determines that the SUBCONTRACTOR is not in compliance to TRRC's satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by TRRC on or before the fifth day of the month reimbursement may be withheld until the following payment cycle.**

(b) **Final Payment**

- (1) The SUBCONTRACTOR's payment request for the last month of the contract term must be received by TRRC no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. TRRC may, at its discretion, disallow payment of all or part of a final request received after this deadline.
- (2) The final request will be the request submitted on or before the fifth day following the termination date. Adjusted reports received by TRRC on or before the tenth day after the contract termination will become the final request.
- (3) Upon receipt by TRRC of the SUBCONTRACTOR's final payment request and all other required documentation, TRRC will review such documents and make comparisons among the costs authorized in Attachment "A" for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, TRRC will make either a final payment to the SUBCONTRACTOR for any allowable expenditure in excess of prior payments for each cost center or request from the SUBCONTRACTOR reimbursement of any overpayment. The SUBCONTRACTOR shall refund to TRRC any such overpayment within thirty calendar days of notification by TRRC.

(c) **Advance Payments**

- (1) Effective July 1, 2000, any Contractor who wishes to obtain an advance payment on any contractual obligations from the THREE RIVERS REGIONAL COMMISSION must provide an Irrevocable Letter of Credit payable to the THREE RIVERS REGIONAL COMMISSION for any advance amount requested in excess of ninety (90) percent of one twelfth (1/12<sup>th</sup>) of the annual contract amount. Contractor shall be bonded as stated in 29 ( c ).
- (2) The Irrevocable Letter of Credit will be called upon in the event the Contractor ceases to do business during the course of a contract period and fails to comply with the terms of this Agreement. Additionally, if such an event occurs, the TRRC will withhold from any remaining payments due to the Contractor the amount necessary to ensure that the total amount of advanced funds granted has been recouped.
- (3) Advanced payments issued to the Contractor shall be reclaimed in one-third installments during the contract period. Upon receipt by TRRC of the SUBCONTRACTOR's payment request during the ninth, tenth and eleventh month of the contract period, TRRC will reclaim one-third of any advanced funds during each of the three payment periods aforementioned with 100% of all advanced funds reclaimed during the eleventh month payment period.

6. **Communications.** All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the SUBCONTRACTOR (executor) and TRRC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The SUBCONTRACTOR shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the TRRC Executive Director. The SUBCONTRACTOR executor and TRRC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.
7. **TRRC's Designated Agent.** TRRC's Executive Director hereby designates JOY Y. SHIRLEY, AREA AGENCY ON AGING DIRECTOR, as the agent for purposes of this contract only, except for executing amendments (see paragraph entitled "**Amendments**" below) or terminations (see paragraph entitled "**Termination**" below) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the TRRC's AAA DESIGNATED AGENT and copied to the TRRC's Executive Director. Such appointments herein may be changed only by TRRC via a written addendum to this agreement.
8. **Review and Coordination.** To ensure adequate assessment of the SUBCONTRACTOR's program and proper coordination among interested parties, TRRC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The SUBCONTRACTOR may be required to meet with designated representatives of TRRC and

the funding agencies from time to time to review the work and services performed. Reasonable written notice of such review meetings shall be given to the SUBCONTRACTOR. The execution of a Health Insurance Portability and Accountability Act (HIPAA) Business Associate agreement shall occur prior to execution of this agreement and the HIPAA Business Associate agreement shall outline access granted to records under HIPAA regulations.

9. **Access to Records and Inspections.** The state and federal government and the designated TRRC staff member(s) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the SUBCONTRACTOR and fourth party SUBCONTRACTOR(s). Upon request of such records, the SUBCONTRACTOR shall immediately provide the records requested. Failure to provide such records may result in termination of the contract and withholding of any remaining payments due until such time the SUBCONTRACTOR furnishes the records requested.

Reinstatement of payments to Contractors who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council. The SUBCONTRACTOR has executed a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with the TRRC. Through the Business Associate Agreement, the SUBCONTRACTOR acknowledges and agrees that the Georgia Department of Human Services (DHS) Division of Aging Services, including the Long-Term Care Ombudsman, and the TRRC Area Agency on Aging provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with them and authorization is not required, according to HIPAA. The SUBCONTRACTOR is responsible for ensuring that a HIPAA Business Associate Agreement is executed by any fourth party SUBCONTRACTORS authorizing the same level of access to the entities noted above.

The SUBCONTRACTOR and fourth party SUBCONTRACTORS record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The SUBCONTRACTOR agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The TRRC and the State Department of Human Services shall have the right to monitor and inspect the operations of the SUBCONTRACTOR and any fourth party SUBCONTRACTORS for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at anytime during the term of this Contract. The SUBCONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include,

without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. DHS and/or TRRC will provide the SUBCONTRACTOR with a report of any findings and recommendations and may require the SUBCONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the SUBCONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the DHS and/or TRRC.

The THREE RIVERS REGIONAL COMMISSION's Council has established the following sanctions for any violations of this section of the contract:

“If at any time an official representative of the TRRC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the TRRC will withhold any pending and/or future payments for services rendered until such time that the information is presented.”

**10. General**

- (a) The SUBCONTRACTOR agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). TRRC shall determine the appropriateness and application of such terms, provisions, and conditions. The SUBCONTRACTOR also agrees to carry out the program in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The SUBCONTRACTOR assures and certifies that it shall comply with all requirements imposed by TRRC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202, as appropriate. The Code of Federal Regulations (CFR) are available at <http://www.gpoaccess.gov/cfr/>
- (b) The SUBCONTRACTOR agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the SUBCONTRACTOR agrees to execute a program which will:
  - (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;

- (2) remove individual and social barriers to economic and personal independence; and
- (3) provide specified services to eligible individuals who reside within the planning and service area, with greatest social need being determined by advanced age (75 years or more);
- (4) transport those deemed in need to scheduled sites.

11. **SUBCONTRACTOR's Personnel.** The SUBCONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of TRRC.

12. **Standards for Service Performance.**

- a) The SUBCONTRACTOR shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by TRRC, or through TRRC from the Georgia Department of Human Services, the Administration on Aging, U. S. Department of Health and Human Services or any other funding entity.
- b) The SUBCONTRACTOR agrees to administer all programs in accordance with the Georgia Department of Human Services-Division of Aging Services Policies and Procedures. SUBCONTRACTOR will use the On-line Directives Information System ([www.odis.dhr.state.ga.us](http://www.odis.dhr.state.ga.us)) to stay current with the policies and procedures. The manuals may periodically be amended by DHS.
- c) The SUBCONTRACTOR assures that client assessment data and other required data elements for non-Medicaid Home and Community Based Services clients are collected and entered into the Harmony System in a timely manner.
- d) The SUBCONTRACTOR agrees to have a policy for reporting suspected abuse, neglect or exploitation since providers of Non-Medicaid Home and Community Based Service are considered mandated reporters under O.C.G.A. 30-4, "Protection of Disabled Adults and Elder Person."
- e) The SUBCONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of TRRC as provided in the Paragraph titled Amendments, herein below.
- f) The SUBCONTRACTOR agrees to implement Fee-For-Service/Cost Sharing requirements for non-Medicaid Home and Community Based Services, as required by the Department of Human Services-Division of Aging policies. SUBCONTRACTOR agrees that revenue generated from fee-for-service/cost sharing will be used to expand the services for which such pays was given.
- g) The SUBCONTRACTOR agrees that recipients of services have the opportunity to voluntarily contribute toward Older Americans Act Services provided, which is called



Program Income. SUBCONTRACTOR agrees that any Program Income generated as a result of this contract activity shall be expended in compliance with the funding sources identified in this contract. SUBCONTRACTOR also agrees that any Program Income collected shall be expended monthly or at intervals such that state and local funds are not expended at an accelerated rate.

- h) The SUBCONTRACTOR assures that aging services will not be denied to any person because they cannot or will not contribute toward the cost of the service for Title III Services.
- i) The SUBCONTRACTOR agrees to work with potential clients that want to pay privately for services.
- j) The SUBCONTRACTOR agrees to have a policy on how to handle emergency situations, accidents and/or critical incidents.
- k) The SUBCONTRACTOR agrees to have a policy on how to handle disasters.
- l) The SUBCONTRACTOR agrees to have a procedure for investigating and resolving complaints made by clients, family or other caregivers, or interested persons.
- m) The SUBCONTRACTOR agrees to have a written policy on for providing staff orientation and ongoing training for employees. Documentation on the types of trainings provided and attendees will be maintained by the SUBCONTRACTOR.
- n) The SUBCONTRACTOR acknowledges that TRRC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly and/or disabled.
- o) The SUBCONTRACTOR further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the TRRC Planning Area and that those services provided under this contract are a part of said Area Plan.
- p) The SUBCONTRACTOR acknowledges that said Area Plan delineates a range of available services for the elderly and/or disabled and, therefore, the SUBCONTRACTOR agrees to coordinate and cooperate with all other TRRC contracted service providers to the fullest extent possible and in a manner satisfactory to TRRC.
- q) Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A, hereof, and shall be the basis for determining the SUBCONTRACTOR's performance of supportive services and nutrition services.
- r) The following special provisions shall apply to nutrition services:

- 1) The selection, relocation, and closing of nutrition sites shall have the prior written approval of TRRC. The sites approved in this contract as specified in "Provider Services Detail Report" in Attachment B.
  - 2) The SUBCONTRACTOR shall not initiate the delivery of nutrition services under this contract at a site not approved by TRRC.
  - 3) The SUBCONTRACTOR agrees to notify the AAA Gateway/ADRC of any openings in their HCBS programs. Once a referral is received by the SUBCONTRACTOR and a face-to-face assessment is conducted, they will notify the AAA Gateway/ADRC Staff within 30 days of their acceptance or denial of that person as a client.
  - 4) The SUBCONTRACTOR agrees to provide congregate meals to an average of 20 participants per day.
  - 5) The SUBCONTRACTOR agrees to serve hot or other appropriate meals at least once a day, for a minimum of 250 service days a year.
  - 6) The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.
  - 7) The SUBCONTRACTOR agrees to provide supportive services for their clients. Supportive services include: (a) access to services such as outreach, information/assistance; (b) recreational activities; (c) nutrition education; (d) nutrition screening/assessments; (e) nutrition counseling; and (g) health screening.
  - 8) The SUBCONTRACTOR agrees that staff engaged in food storage, preparation and distribution will observe all applicable Department of Human Services Rules and Regulations and local health ordinances governing food safety.
  - 9) The SUBCONTRACTOR agrees to attend monthly Site Manager Staff Meetings.
  - 10) The SUBCONTRACTORS that cook on site are required attend all menu planning meetings and use approved TRRC menu daily.
  - 11) The SUBCONTRACTOR agrees to attend the TRRC annual senior picnic.
  - 12) The SUBCONTRACTOR agrees that TRRC functions takes precedence over local functions, such as staff training, meetings, and volunteer recognitions.
  - 13) The SUBCONTRACTOR must have the TRRC logo printed on all publications and indicate that TRRC is a funding source for the programs.
13. **Termination of Services to Clients.** The SUBCONTRACTOR agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The SUBCONTRACTOR shall

have procedural requirements which, at a minimum, include all of the safeguards and elements of the model **Client Grievance/Complaint Procedure** on file at TRRC and available from TRRC upon written request.

14. **Reports.** The SUBCONTRACTOR shall furnish TRRC with monthly program performance reports, in such form as may be specified by TRRC, describing the work accomplished by the SUBCONTRACTOR. Such report(s) shall be furnished to TRRC within five days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or a TRRC holiday, the next TRRC workday shall be considered the due date.
15. **Rights in Documents, Materials and Data Produced.** The SUBCONTRACTOR agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of TRRC upon termination or completion of the work. TRRC shall have the right to use the same without restriction or limitation and without compensation to the SUBCONTRACTOR other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the SUBCONTRACTOR or its fourth party SUBCONTRACTORS. The SUBCONTRACTOR acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to TRRC.
16. **TRRC'S Right to Suspend Contract:** The TRRC reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the TRRC that the SUBCONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the TRRC, in the programmatic performance or service delivery and/or to comply with any order or directive of a state or federal agency or court or arbitrator(s) with jurisdiction, by law or by consent, over the TRRC.
17. **Cooperation in Transition of Services** The SUBCONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason that the SUBCONTRACTOR will cooperate as requested by the TRRC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the TRRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the TRRC. SUBCONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the SUBCONTRACTOR to the TRRC immediately and shall become the property of the TRRC in addition to any other remedy afforded the TRRC hereunder or by law. Failure to cooperate in the transition of services will result in the SUBCONTRACTOR becoming an ineligible contractor/SUBCONTRACTOR for a period of three (3) years from the end of this contract period.

18. **Force Majeure.** Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the SUBCONTRACTOR from its liability for work performed by any fourth party SUBCONTRACTORS. If the services to be provided to the TRRC are interrupted by a force majeure event, the TRRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.
19. **Publicity.**
- A. SUBCONTRACTORS must ensure that any publicity given to the program or services provided herein identify the TRRC AAA and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the SUBCONTRACTOR. Prior approval for the materials must be received from the TRRC and DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the SUBCONTRACTOR shall not display the TRRC or DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Executive Director of the TRRC and/or the Commissioner of DHS.
- B. Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health, the Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify DHS as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to DHS that might result. In addition, the SUBCONTRACTOR shall not display DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of DHS.
20. **Inventions, Patents, Copyrights, Intangible Property and Publications.** The SUBCONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the TRRC. The TRRC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The TRRC, the federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

**Copyrights.** Except as otherwise provided in the terms and conditions of this contract, the author or the TRRC or DHS is free to copyright any books, publications, or other

copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the TRRC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, TRRC, and/or departmental purposes.

**Publications:** All publications, including pamphlets, art work, and reports shall be submitted to the TRRC on disk or electronically.

21. **Financial Management System.** SUBCONTRACTOR certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 45 CFR 74, or 45 CFR 92, 41 CFR 29-70 as appropriate. In addition, the SUBCONTRACTOR agrees to accurately maintain its financial records for each cost center as specified in Attachment B in such form and utilizing such procedures as TRRC or the funding agencies may require. This includes, but it not limited to, the requirement that SUBCONTRACTOR financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the SUBCONTRACTOR.
22. **Employee's Rate of Compensation.** The rate of compensation for work performed under this program by a staff member or employee of the SUBCONTRACTOR shall not exceed the compensation of such person that is applicable to his or her other work activities for the SUBCONTRACTOR. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. **Financial Reports.** In addition to other records required by this contract, the SUBCONTRACTOR agrees to provide to TRRC such additional financial reports in such form and frequency as TRRC may require in order to meet the TRRC's requirements for reporting to funding agencies.
24. **Audits.** SUBCONTRACTORS that expend \$750,000 or more in Federal funds during their fiscal year agree to have a single entity-wide **audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, 2 CFR 200 (Super Circular), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide **audit conducted for that** year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending at least \$25,000 but less than \$100,000 in State funds

during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year. Assertions concerning** the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

The SUBCONTRACTOR further agrees to submit the required audit or financial statement, within 180 days after the close of the SUBCONTRACTOR's fiscal year to:

*Three Rivers Regional Commission  
LeeAnn Davis  
Aging Fiscal Coordinator  
P.O. Box 1600  
Franklin, GA 30217*

Effective July 1, 2010, the THREE RIVERS REGIONAL COMMISSION's Council has established the following sanction for any violation of this contractual requirement:

If a Contractor fails to provide a final audit statement as required under the contract's terms, the TRRC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Contractor will become ineligible to receive TRRC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Contractor's control, the TRRC may extend the date of receipt of the final audit for a thirty (30) day period upon request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the TRRC's Council with the Contractor's auditor present.

Reinstatement of payments to SUBCONTRACTORS who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council.

25. **Interest of SUBCONTRACTOR.** The SUBCONTRACTOR covenants that neither the SUBCONTRACTOR, nor anyone controlled by the SUBCONTRACTOR, controlling the SUBCONTRACTOR, or under common control with the SUBCONTRACTOR, nor its agents, employees or fourth party SUBCONTRACTORS, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the SUBCONTRACTOR's service hereunder in an impartial and unbiased manner. The SUBCONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed by the SUBCONTRACTOR as an agent, fourth party SUBCONTRACTORS or otherwise. If the SUBCONTRACTOR contemplates taking some action which may constitute a violation of this paragraph, and SUBCONTRACTOR shall request in writing the advice of TRRC, and if TRRC notifies the SUBCONTRACTOR in writing that the SUBCONTRACTOR's contemplated action will not constitute a violation hereof, then the SUBCONTRACTOR shall be authorized to take such action without being in violation of this paragraph.

26. **Interest of Members of TRRC and Others.** No officer, member or employee of TRRC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of TRRC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising therefrom.
27. **Officials Not to Benefit.** No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Service) and (2) Congress of the United States of America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly, or indirectly, has any involvement.
28. **Restrictions on Hiring of TRRC Employees.** The SUBCONTRACTOR and any associated fourth party SUBCONTRACTORS shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the TRRC within a twelve (12) month period after the termination date of this contract. Further, any former TRRC employee who is hired, retained, or engaged having met the above 12 month restriction may not be directly involved with the management and performance of this contract without the express written approval of the TRRC Executive Director. SUBCONTRACTOR violation of this restriction shall be grounds for contract termination.
29. **Project Administration.**
- (a) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor is responsible for ensuring that all terms and conditions of the contract are fully met to TRRC's satisfaction.
  - (b) The SUBCONTRACTOR agrees that all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be responsible to the SUBCONTRACTOR executor.
  - (c) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor and all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be bonded in an amount equal to at least ten percent of the total amount specified in Attachment "B" of the contract or \$25,000, whichever is less, if receiving an advance of funds. The SUBCONTRACTOR shall transmit written documentation of such bonding to TRRC, in form satisfactory to TRRC, prior to receipt of any funds from TRRC. For bonds that expire before the completion date of this contract, proof of renewal of such bond shall be provided to TRRC, within 20 days after renewal.

- (d) The SUBCONTRACTOR agrees to administer the program in a manner satisfactory to TRRC and in accordance with relevant procedures, as determined by TRRC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
- (e) The SUBCONTRACTOR shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the SUBCONTRACTOR and its above, described property, as well as its employees, agents and volunteers.

30. **Subcontracts.** Work or services to be performed under this (third party) contract by the SUBCONTRACTOR may be subcontracted (fourth party) under the following conditions:

- (a) The SUBCONTRACTOR agrees that the selection of fourth party SUBCONTRACTORS requires competition between potential fourth party SUBCONTRACTORS pursuant to 45 CFR 74 or adequate justification for sole source selection.
- (b) All such subcontracts shall bind the fourth party SUBCONTRACTOR to applicable terms and conditions of this (third party) contract between TRRC and the SUBCONTRACTOR.
- (c) Any fourth party contract in excess of \$10,000 total value shall have written TRRC approval prior to execution. TRRC approval shall not be unreasonably withheld.
- (d) A copy of all fourth party contracts shall be on file at the SUBCONTRACTOR's office and available for review by TRRC monitors upon request.
- (e) The SUBCONTRACTOR will be responsible for the performance of any fourth party SUBCONTRACTORS to whom any duties are delegated under any provision of this contract.
- (f) The SUBCONTRACTOR agrees to reimburse the TRRC for any federal or state audit disallowances arising from a fourth party SUBCONTRACTOR's performance or non-performance of duties under this contract which are delegated to the fourth party SUBCONTRACTORS.
- (g) If the SUBCONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:



1. Stipulations that the fourth party SUBCONTRACTORS is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
  2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The SUBCONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any fourth party SUBCONTRACTORS who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a fourth party SUBCONTRACTORS will constitute a separate breach by the SUBCONTRACTOR in which case the TRRC may pursue appropriate remedies as a result of such breach.

Failure by the SUBCONTRACTOR to comply with the provisions of this paragraph in a timely manner as determined by TRRC, may at TRRC's discretion result in disallowance or delay in payment under the Paragraph titled "**Method of Payment**" or in termination pursuant to the Paragraph titled "**Termination**" below.

31. **Assignability.** The SUBCONTRACTOR shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of TRRC.
32. **Amendments.** The TRRC may require changes in this contract from time-to-time. Such changes, including any increase or decrease in the amount of the SUBCONTRACTOR's compensation shall be incorporated in written amendments to this contract. Only the TRRC's Executive Director may execute amendments to this contract on behalf of the TRRC.
33. **Disputes and Appeals.** The TRRC Executive Director shall decide any questions arising under this contract. Such questions must be submitted to the TRRC's Executive Director in writing via certified mail, return-receipt requested. The TRRC's Executive Director shall reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the SUBCONTRACTOR within ten (10) business days after receipt of the question. The SUBCONTRACTOR agrees that the decision of TRRC's Executive Director shall be final and conclusive unless, within ten (10) days of receipt of such copy, the SUBCONTRACTOR mails or otherwise furnishes a written request for appeal concerning the question of fact to TRRC's Council, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. All such requests must be mailed via certified mail, return-receipt requested to the attention of the TRRC's Council at P.O. Box 1600, Franklin, GA 30217. Both the SUBCONTRACTOR and TRRC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the TRRC's Council shall render its decision concerning the question of fact in writing to the SUBCONTRACTOR and to TRRC's Executive Director.

Pending final decision of an appeal to the TRRC's Council, the SUBCONTRACTOR shall proceed diligently with the performance of the contract and in accordance with TRRC's Council's decision.

The SUBCONTRACTOR agrees that the decision of the TRRC's Council concerning the question shall be final and conclusive unless determined otherwise by the funding agencies, or the Comptroller General of the United States. In the event the funding agencies provide input, the TRRC's Council will reconsider its decision at the next regularly scheduled meeting of the TRRC Council. Any decision made based on the information provided from the funding agencies (the reconsideration action) shall be final and conclusive.

34. **Assurances.** The SUBCONTRACTOR hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and U.S. Office of Management and Budget Circular (as currently amended) Nos. A-87, A-102, A-110, A-122, and A-133 (including compliance supplement), as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the SUBCONTRACTOR gives assurance and certifies with respect to this purchase of service contract that:

(a) For all purchase of service contracts:

- (1) It possesses legal authority to apply for this purchase of service contract, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBCONTRACTOR's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUBCONTRACTOR to act in connection with the application and to provide such additional information as may be required, and, upon TRRC's approval of its application, that the person identified as the official representative of the SUBCONTRACTOR is authorized to execute a purchase of service agreement contract incorporating the terms of its application.
- (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, sexual orientation, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service fourth party SUBCONTRACTORS, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. The SUBCONTRACTOR shall take affirmative action to ensure that

qualified applicants are employed and qualified fourth party SUBCONTRACTORS are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the SUBCONTRACTOR has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the SUBCONTRACTOR as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the SUBCONTRACTOR certifies that: (A) It has developed a written Affirmative Action Program (AAP), which and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The SUBCONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The SUBCONTRACTOR shall in all solicitations or advertisements for fourth party SUBCONTRACTORS or employees placed by or on behalf of the SUBCONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each fourth party SUBCONTRACTORS, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The SUBCONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as TRRC or the funding agencies may require.

The SUBCONTRACTOR agrees to comply with such rules, regulations or guidelines as TRRC or the funding agencies may issue to implement the requirements of this paragraph.

- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.
- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with TRRC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through TRRC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through TRRC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by TRRC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase “Federal financial assistance” is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- (9) The SUBCONTRACTOR agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual’s records. The SUBCONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (11) The SUBCONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

35. **Property Management Standards.** The SUBCONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the TRRC during the term of this contract and all previous contracts is property of the TRRC and is subject to the rules and regulations of the TRRC throughout the life and disposition of said property. Said property

cannot be transferred or otherwise disposed of without prior written approval of the TRRC.

- B. To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract.

SUBCONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the TRRC as indicated below:

Three Rivers Regional Commission  
Ramona Browning  
P.O. Box 1600  
Franklin, GA 30217

- D. In the event the Contract is terminated prior to expiration or is not renewed, SUBCONTRACTOR agrees to properly dispose of all TRRC property as follows:

1. Prepare Form 5086, Equipment Status Change form listing all TRRC equipment in the SUBCONTRACTOR's possession and send this form to the TRRC for final disposal determination.
2. Upon notification by the TRRC, SUBCONTRACTOR agrees to transport the TRRC's property to the TRRC's designated facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

36. **Federal Prohibitions and Requirements Related to Lobbying:** Pursuant to Section 1352 of Public Law 101-221, the SUBCONTRACTOR agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) As a condition of receipt of **any** Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the SUBCONTRACTOR shall file with TRRC a signed "Certification Regarding Lobbying."
- (c) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the SUBCONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the SUBCONTRACTOR under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:
  - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any SUBCONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this action does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The SUBCONTRACTOR shall require that the prohibitions and requirements of this paragraph included in the award documents for all subawards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

37. **Debarment.** In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the SUBCONTRACTOR shall certify that neither

it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The SUBCONTRACTOR further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

38. **Compliance with Requirements of the Georgia Department of Human Services (DHS).**

The SUBCONTRACTOR shall be bound by the applicable terms and conditions of the contract between TRRC and DHS, which is on file in the offices of TRRC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the SUBCONTRACTOR agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from TRRC.

39. **Documentation of Rent Costs.** All SUBCONTRACTOR budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS).

Public facility maintenance in lieu of rent budgeted by the SUBCONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with 2 CFR 200 (Super Circular).

40. **Criminal Records Investigation:**

The SUBCONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated, (O.C.G.A.).

The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by DHS or to personal care homes required to be licensed, permitted, or registered by DHS.

41. **Other Requirements.** In addition to other requirements of this contract, the SUBCONTRACTOR agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, or 45 CFR 92, as appropriate.

The SUBCONTRACTOR agrees that, if costs incurred by the SUBCONTRACTOR are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled "**Audits**" above or by TRRC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by TRRC, the SUBCONTRACTOR shall reimburse TRRC in full for any payment made by TRRC to the SUBCONTRACTOR for such disallowed costs within thirty days of receipt of such written demand.

42. **State of Georgia Ethics Code Violations.** The SUBCONTRACTOR understands that the State of Georgia's Department of Human Services' Division of Aging Services (DHS) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services' *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by DHS and referred by DHS to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, DHS will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. DHS will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, DHS will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

43. **Termination.**

- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources of for payments to the TRRC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the TRRC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the TRRC for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should the TRRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this



contract.

- C. **For Convenience of the SUBCONTRACTOR.** This contract may be cancelled or terminated by the SUBCONTRACTOR without cause; however, the

SUBCONTRACTOR must give written notice of its intention to do so to the TRRC at least ninety (90) days prior to the effective date of cancellation or termination.

- D. **For Convenience of TRRC.** This contract may be cancelled or terminated by the TRRC without cause; however, the TRRC must give written notice of its intention to do

so to the SUBCONTRACTOR at least thirty (30) days prior to the effective date of cancellation or termination.

- E. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. SUBCONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the SUBCONTRACTOR's assets begins.
2. SUBCONTRACTOR or any of its SUBCONTRACTORS violates or fails to comply with any applicable provision of federal or state law or regulation.
3. SUBCONTRACTOR or any of its SUBCONTRACTORS knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the TRRC or the Department of Human Services or to the TRRC or DHS' representatives.
4. SUBCONTRACTOR has exhibited an inability to meet its financial or services obligations.
5. A voluntary or involuntary bankruptcy petition is filed by or against the SUBCONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the SUBCONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the SUBCONTRACTOR.
8. The TRRC deems that such termination is necessary if the SUBCONTRACTOR or any fourth party SUBCONTRACTORS fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the TRRC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. A court with competent jurisdiction, or an arbitrator(s) conducting an arbitration involving the TRRC by consent, issues an order or decision that causes or determines

the contract to be rendered voidable or null and void and/or prohibits the TRRC from contracting with the SUBCONTRACTOR, or otherwise invalidates the procurement process and/or the contractual relationship with the SUBCONTRACTOR.

10. SUBCONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.

44. **SUBCONTRACTOR/Fourth-Party License Requirements.** The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The SUBCONTRACTOR is responsible to ensure that fourth party (sub-SUBCONTRACTORS) contractors are appropriately licensed. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
45. **AIDS Policy.** SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (H

IV),” dated October 30, 1987 from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of DHS’s programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

46. **Indemnification of TRRC.** SUBCONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, and the THREE RIVERS REGIONAL COMMISSION AREA AGENCY ON AGING, their officers and employees (collectively “indemnities”) of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, or contract rights, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of SUBCONTRACTOR, its agents, employees, fourth party SUBCONTRACTORS, or others working at the direction of SUBCONTRACTOR or on SUBCONTRACTOR’s behalf: or due to any breach of this Contract by SUBCONTRACTOR; (collectively, the “Indemnity Claims”).

This indemnification extends to the successors and assigns of the SUBCONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the SUBCONTRACTOR.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the “funds”), the SUBCONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the SUBCONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

SUBCONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

47. **Conformance of Agreement with the Law.** It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties

agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

48. **Enforcement.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Heard County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.

IN WITNESS WHEREOF, the SUBCONTRACTOR and the TRRC have executed this contract as of the day first above written.

ATTEST:

*City of Grantville*

Address for Official Notices:

Al Grieshaber, Jr  
P.O. Box 160  
Grantville, GA 30220

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

DATE \_\_\_\_\_

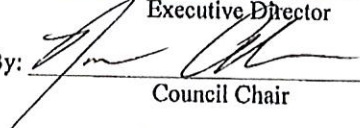
ATTEST:

**Three Rivers Regional Commission**  
Area Agency on Aging  
P.O. Box 1600  
Franklin, GA 30217

*Deann Davis*  
\_\_\_\_\_

By:  \_\_\_\_\_

Executive Director

By:  \_\_\_\_\_

Council Chair

DATE 6/24/21

## **ATTACHMENT A**

CONTAINS THE FOLLOWING REPORTS:

1. DIVISION OF AGING SERVICES TAXONOMY OF SERVICES DEFINITIONS
2. SCOPE OF SERVICES

**DIVISION of AGING SERVICES**  
**Taxonomy of Services Definitions**  
**AAA Administration**

<b>AAA ADMINISTRATION</b>	<b>Service Name</b>	<b>Unit of Measure</b>	<b>Individual or Group</b>	<b>Method of Reimbursement</b>	<b>Definition</b>
AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE 3 (B, C & E)	Administration	N/A	N/A	Line Item	Activities associated with overall area agency operations. Includes, but is not limited to: analyzing data, planning, procurement, contracting, contract management, quality assurance, compliance monitoring, financial management, technology management, personnel management, training, technical assistance, professional development, contractor relations, program operations/management, resource identification and development.
AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE III B	Program Development	N/A	N/A	Line Item	Those activities directly related to either the establishment of a new service; or the improvement, expansion, or integration of an existing service. Activities must be intended to achieve a specific service goal or objective; must occur during a specifically defined period of time, rather than being cyclical or ongoing in nature.
AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE III B	Advocacy	N/A	N/A	Line Item	Activities related to monitoring, evaluating and commenting on all policies, programs, hearings, levies, and community actions which affect older persons; conducting public hearings on the needs of older people; carrying out activities in support of the state administered long term care ombudsman program; coordinating planning with other agencies and organizations to promote new or expended benefits and opportunities for older persons.
AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE III B	Coordination	N/A	N/A	Line Item	Engaging in cooperative arrangements with other service planners and providers to facilitate access to and use of all existing services and developing home and community based services to effectively and efficiently meet the needs of older persons.

**DIVISION of AGING SERVICES**  
**Taxonomy of Services Definitions**  
**AAA Services**

<i>AAA SERVICE</i>	<i>Service Name</i>	<i>Unit of Measure</i>	<i>Individual or Group</i>	<i>Method of Reimbursement</i>	<i>Definition</i>
	Volunteer Recruitment, Development, Retention	1 Volunteer, 1 activity	Group	Line Item	Activities related to the recruitment, training, placement, and retention/recognition of volunteers (DAS).
<b>AAA SERVICE</b>	Volunteer Service	1 Volunteer, 1 hour	Group	Line Item	Activities related to the provision of volunteer service hours by volunteers.



**DIVISION OF AGING SERVICES**  
**Taxonomy of Service Definitions**  
**Access to Care**

<i>Program</i>	<i>Service Name</i>	<i>Unit of Measure</i>	<i>Individual or Group</i>	<i>Method of Reimbursement</i>	<i>Definition</i>
ADRC	Information & Assistance	1 contact	Individual or Group	Line Item	"A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied." (NAPIS_5_2010) A service that: (D) assesses the individual's circumstances, as appropriate, for the purpose of determining their need (s) and referring them to the most appropriate resource. ADRCs target services to the elderly and individuals with physical disabilities, serious mental illness, and/or developmental intellectual disabilities. The ultimate goal of the ADRCs is to serve all individuals with long-term care needs regardless of their age or disability by providing easier access to public and private resources.
ADRC	Outreach	1 contact	Group	Line Item	"Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits." (NAPIS_5_2010)
ADRC, MIFP	MDSQ Options Counseling Options Counseling	1 Person	Individual	Line Item	Long-term support options counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances. (AoA definition 2010)

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<i>Program</i>	<i>Service Name</i>	<i>Unit of Measure</i>	<i>Individual or Group</i>	<i>Method of Reimbursement</i>	<i>Definition</i>
HCBS SERVICES	Assistive Technology	1 Person	Individual	Varies per item	Any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low to high tech.
HCBS SERVICES	Care Consultation	1 Hour	Individual	Line Item	An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete 2 contacts within months 1-3; 1 contact during months 4-6, and one contact, every 3 months after the six month interval, up to one year.
HCBS SERVICES	Case Management	1/4 hour	Individual	Unit Cost	"Assistance either in the form of access or care coordination in circumstances where the older person or caregiver is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by a formal service provider and/or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required." (NAPIS_5_2010) <i>Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children.</i>
HCBS SERVICES	Community Education	1 Session	Staff Activity Log for Group	Line Item	Contacts with several current or potential clients/caregivers, or the general public, to inform them of service availability or provide general program information. Examples include but are not limited to health fairs, and caregiver conferences.

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<b>HCBS SERVICES</b>	Counseling	1 Session	Individual	Line Item	"Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups and caregiver training (of individual caregivers and families)." NAPIS_5_2010 Providing individual guidance and assistance with problem resolution by professionally qualified paid or volunteer staff to older persons or grandparents raising grandchildren. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes. (DAS) This service can be provided to relative caregivers of children.
<b>HCBS SERVICES</b>	Interpretation/ Translation	1 Hour	Group	Line Item	To explain the meaning of oral and/or written communications to non-English speaking and/or persons with disabilities who are unable to perform the functions due to linguistic, visual, hearing or cognitive impairments or limitations. (DAS)
<b>HCBS SERVICES</b>	Transition Coordination	1 Person	Individual	Line Item	Transition Coordination is the assistance of eligible participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage HCBS services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains support up to thirty days after day of transition. (Not MFP Eligible Clients)
<b>OPTIONS COUNSELING</b>	MDS-Q Options Counseling	1 Person	Individual	Line Item	Provided to individuals in long-term care facilities where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances for individuals currently residing in nursing facilities and is provided face-to-face. (AoA definition 2010)

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<i>Program</i>	<i>Service Name</i>	<i>Unit of Measure</i>	<i>Individual or Group</i>	<i>Method of Reimbursement</i>	<i>Definition</i>
OPTIONS COUNSELING	Community Options Counseling	1 Person	Individual	Line Item	Provided to individuals in the community where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances for individuals currently residing in nursing facilities and is provided face-to-face. (AoA definition 2010)
COMMUNITY TRANSITIONS	NHT Coordination	1 Person	Individual	Line Item	Transition Coordination is the assistance of eligible participants (non-MFP), through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage NHT Transition Services, community-based services, and expanded circles of support to achieve transition from these institutions based on a proscribed Care Plan and maintains support for 365 days after day of transition.
COMMUNITY TRANSITIONS	MFP Transition Coordination	1 Person	Individual	Line Item	Transition Coordination is the assistance of eligible Money Follows the Person (MFP) participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage MFP services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains MFP Support for one year after day of transition.

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**GeorgiaCares**

<b>GeorgiaCares</b>	<b>Service Name</b>	<b>Unit of Measure</b>	<b>Individual or Group</b>	<b>Method of Reimbursement</b>	<b>Definition</b>
<b>GEORGIACARES PROGRAM</b>	GeorgiaCares	1 Hour 1 Contact	Individual	Line Item	Provision of information to individuals regarding their eligibility for benefits and providing one-on-one assistance with pursuing claims or benefits and advocacy on behalf of the beneficiary.
<b>GEORGIACARES PROGRAM</b>	GeorgiaCares Outreach and Training	1 Hour	Staff Activity logs	Line Item	Provision of information and outreach to groups regarding benefits and Medicare fraud. This includes presentations, booths/exhibits. Provided by a GeorgiaCares Counselor (staff or volunteer).

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<i>Program</i>	<i>Service Name</i>	<i>Unit of Measure</i>	<i>Individual or Group</i>	<i>Method of Reimbursement</i>	<i>Definition</i>
<b>ELDERLY LEGAL ASSISTANCE PROGRAM (ELAP)</b>	Elderly Legal Assistance Program	1 Hour 1 Case 1 Session	Staff Activity Logs	Line Item	Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney" (NAPIS_2010)
	Elder Abuse Prevention Program (optional)	1 Session	Staff Activity Logs		Provision of information and outreach to individuals and groups to prevent elder abuse and consumer fraud. May be included with Community Education and program awareness/events and training
<b>Home and Community Based Services (HCBS)</b>	Adult Day Care	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling..." (NAPIS_5_2010) Mobile Daycare services may be provided by staff who travel from a central location on a daily basis, to various sites, primarily, but not limited to, rural areas. (DAS)
	Adult Day Care - Mobile	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling..." (NAPIS_5_2010) Mobile Daycare services may be provided by staff who travel from a central location on a daily basis, to various sites, primarily, but not limited to, rural areas. (DAS)
<b>HCBS</b>	Adult Day Health	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day health typically include social and recreational activities, training, and counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health." (NAPIS_5_2010)

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<b>Program</b>	<b>Service Name</b>	<b>Unit of Measure</b>	<b>Individual or Group</b>	<b>Method of Reimbursement</b>	<b>Definition</b>
HCBS	Chore	1 Hour	Individual	Unit Cost	Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person. (NAPIS_5_2010)
HCBS	CLP	1 Unit of Service Received (varies)	Individual	Line Item	The Community Living Program is a program that helps individuals who are not eligible for Medicaid, but at imminent risk of nursing home placement and spend-down to Medicaid, to remain at home and in the community and have access to flexible, consumer-directed services.
HCBS	Community Living Program: Monitored Living Solution Installation	1 Installation	Individual	Line Item	Installation of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.
HCBS	Community Living Program: Monitored Congregate Meals	1 Month 1 Meal	Individual Individual	Line Item Unit Cost	Monitoring of technology designed to provide in-home or off-site monitoring
HCBS	Emergency Response - Monitoring	1 Month	Individual	Unit Cost	"A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and State/Local laws." (NAPIS_5_2010)
HCBS	Emergency Response Installation	1 Installation	Individual	Unit Cost	Monitoring of an in-home electronic support system which provides 2-way communication to geographically and socially isolated individuals, enabling them to remain in their own homes. The electronic system provides 24-hour-a-day access to a medical control center on a daily basis. (DAS)
HCBS	Exercise/ Physical Fitness	1 Session	Individual/Group	Line Item	Installation of an in-home electronic support system which provides 2-way communication to geographically and socially isolated individuals, enabling them to remain in their own homes. (DAS) Provision of activities which promote health, wellness, mobility, and flexibility, including specialized exercises/workouts for persons with disabilities or mobility limitations. (DAS)

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<b>Program</b>	<b>Service Name</b>	<b>Unit of Measure</b>	<b>Individual or Group</b>	<b>Method of Reimbursement</b>	<b>Definition</b>
HCBS	Financial Management Services	1 month	Individual	Line Item	Financial Management Services are participant directed supports that make financial transactions on behalf of self directing individuals in accordance with spending plans, authorization and program rules. These services can include managing funds; processing payroll, vendor and consumer reimbursements; filing and paying state and federal taxes; and purchasing worker's compensation insurance.
HCBS	Friendly Visiting	1 Visit	Individual	Line Item	Visiting an individual in their place of residence in order to reduce social isolation; may include letter writing, reading, interpreting and/or translating business and personal correspondence. (DAS)
HCBS	HCBS Services as appropriate	Varies with specific service selected	Individual	Varies with specific service selected	NOTE: Select the HCBS service to be authorized to the HCBS Caregiver Category based on the Caregiver Program Standards. If IIE funds are utilized, the caregiver is the client and a care receiver must be documented in the client file prior to any units added to HCBS service logs.
HCBS	Health Promotion and Disease Prevention - Group	1 Session	Staff Activity Logs document Group Services including Lifestyle Management, Nutrition Education, Physical Activity, & Public Awareness/Prevention	Line Item	The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting.  Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management
HCBS SERVICES	Health Risk Assessments and Screenings	1 Contact	Individual	Line Item	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for appropriate



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<b>HCB SERVICES</b>	Home Delivered Meals	1 Meal	Individual	Unit Cost	"A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws." (NAPIS_5_2010) May include assistive technology for dining. (DAS)
<b>HCBS</b>	Home Management	1 Hour	Individual	Line Item	Training to functionally impaired individuals in self-help and self-care skills and/or training in daily living skills or instrumental activities of daily living (IADLs). (DAS)
<b>HCBS</b>	Home Modification/ Home Repair	1 Job Completed	Individual	Line Item	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. May also include the purchase and installation of assistive technology or devices, such as locks, smoke detectors, tub rails, improved lighting, etc. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches. (DAS)
<b>HCBS</b>	Home Sharing/ Roommate Match	1 Match	Individual	Line Item	Services that facilitate the matching of older individuals with suitable, appropriate individuals, who will live together in a residential setting, each person having private space and shared common areas such as the kitchen, living, and dining rooms. (DAS)
<b>HCBS</b>	Homemaker	1 hour	Individual	Unit Cost Voucher	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework. (NAPIS_5_2010)
<b>HCBS</b>	Material Aid	1 Contact	Individual	Line Item Voucher	Payments to or on behalf of an older person, caregiver, or relative caregivers raising children for housing/shelter; transportation; utilities; food/meals or groceries; clothing; child safety; eyeglasses; dental care; assistive technology, etc. (DAS)
<b>HCB SERVICES</b>	Medications Management	1 Session	Individual	Unit Cost	Provision of one-on-one screening to prevent incorrect medication use and adverse drug reactions. Provision of assistive technology to support proper medication usage. (DAS)

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<b>HCBS SERVICES</b>	Nutrition Counseling	1/4 hour (database converts to 1 Hour for NAPIS)	Individual	Line Item	"Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietician, and addresses the options and methods for improving nutrition status." (NAPIS_5_2010)
<b>HCBS SERVICES</b>	Nutrition Education	1 Session	Individual/Group	Line Item	A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. (NAPIS_5_2010) (Note - Nutrition Education Group is documented on the Health Promotion and Disease Prevention Staff Activity Log)
<b>HCBS SERVICES</b>	Nutrition Risk Assessments	1 Session	Individual	Unit Cost	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.
<b>HCBS</b>	Personal Care	1 hour	Individual	Unit Cost	Providing personal assistance, stand-by assistance, supervision, or cures for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues. (NAPIS_5_2010)
<b>HCBS</b>	Respite Care - In-Home	1 hour	Individual	Unit Cost Voucher	Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) In-Home Respite (personal care, homemaker, and other in-home respite). (NAPIS_5_2010).

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<b>Program</b>	<b>Service Name</b>	<b>Unit of Measure</b>	<b>Individual or Group</b>	<b>Method of Reimbursement</b>	<b>Definition</b>
HCBS	Respite Care-Out of Home	1 Hour	Individual	Unit Cost Voucher	Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) Respite, In-home (see above), 2) respite provided by attendance of the care recipient at a senior center or other nonresidential program, 3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver. Respite Care for Kinship Care (grandparents and other relative caregivers caring for children includes summer camps, child care or after school care. (DAS) (NAPIS_5_2010).
HCBS	Senior Recreation	1 Session	Individual	Line Item	Nutrition related activities; activities that promote socialization, physical and mental enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or at an approved senior center facility which are facilitated by an instructor or provider. These activities are those which do not fall under funded nutrition and/or wellness programs.
HCBS	Support Group	1 Session	Individual	Line Item	Individual clients documented. Support groups are a gathering of people who share a common health concern or interest. Support groups meet on a regular, defined basis to discuss or focus on a specific situation or condition, such as Alzheimer's Disease, or diabetes, for example. Support groups can be led by a lay person, a health care professional, or both.
HCBS	Telephone Reassurance	1 Contact	Individual	Line Item	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety. (DAS)
HCBS	Transportation	1 One-Way Trip	Individual	Unit Cost Voucher	"Transportation from one location to another. Does not include any other activity." (NAPIS_5_2110)
HCBS	Transportation	1 One-Way Trip	Group	Unit Cost Voucher	"Transportation of an established group of consumers from one location to another, for example a senior center outing. Does not include any other activity." (NAPIS_5_2110)

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<b>Program</b>	<b>Service Name</b>	<b>Unit of Measure</b>	<b>Individual or Group</b>	<b>Method of Reimbursement</b>	<b>Definition</b>
HCBS	Transportation (DHS Unified)	1 One-Way Trip	Individual	Unit Cost	Provision of DHS Unified transportation as a means of transporting clients from one location to another. Does not include any other activity. (DAS)
HCBS	Transportation (DHS Unified)	1 One-Way Trip	Group	Unit Cost Voucher	"Transportation of an established group of consumers from one location to another, for example a senior center outing. Does not include any other activity." (NAPIS_5_2110)
HCBS	Transportation (Assisted)	1 One-Way Trip	Individual	Unit Cost	"Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation." (NAPIS_5_2010)
Caregiver	Adult Day Care	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling..." (NAPIS_5_2010)
Caregiver	Adult Day Care - Mobile	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling..." (NAPIS_5_2010) Mobile Daycare services may be provided by staff who travel from a central location on a daily basis, to various sites, primarily, but not limited to, rural areas. (DAS)
Caregiver	Adult Day Health	1 Hour	Individual	Unit Cost	"Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day health typically include social and recreational activities, training, and counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health." (NAPIS_5_2010)
Caregiver	Care Consultation	1 Contact	Individual	Line Item	An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete 2 contacts within months 1-3; 1 contact during months 4-6, and one contact, every 3 months after the six month interval, up to one year.

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<b>Caregiver</b>	Case Management	1/4 hour (database converts to 1 Hour for NAPIS)	Individual	Unit Cost	"Assistance either in the form of access or care coordination in circumstances where the older person or caregiver is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by a formal service provider and/or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required." (NAPIS_5_2010) Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children.
<b>Caregiver</b>	Community Education - Public Event	1 Session	Group	Line Item	Contacts with several current or potential clients/caregivers, or the general public, to inform them of service availability or provide general program information. Examples include but are not limited to health fairs, and caregiver conferences.
<b>Caregiver</b>	Community Education - Chronic Disease Self-Management Program	1 Session	Individual	Line Item	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).
<b>Caregiver</b>	Congregate Meals	1 Meal	Individual	Unit Cost	"A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and State/Local laws." (NAPIS_5_2010)
<b>Caregiver</b>	Counseling	1 Session	Individual	Line Item	"Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups and caregiver training (of individual caregivers and families)." NAPIS_5_2010 Providing individual guidance and assistance with problem resolution by professionally qualified paid or volunteer staff to older persons or grandparents raising grandchildren. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes. (DAS) This service can be provided to relative caregivers of children.

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Caregiver	Financial Management Services	2 month	Individual	Line Item	Financial Management Services are participant directed supports that make financial transactions on behalf of self directing individuals in accordance with spending plans, authorization and program rules. These services can include managing funds; processing payroll, vendor and consumer reimbursements; filing and paying state and federal taxes; and purchasing worker's compensation insurance.
Caregiver	Health Risk Assessments and Screenings	1 Contact	Individual	Line Item	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for appropriate
Caregiver	Home Delivered Meals	1 Meal	Individual	Unit Cost	"A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SJAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws." (NAPIS_5_2010) May include assistive technology for dining. (DAS)
Caregiver	Home Modification/Home Repair	1 Job Completed	Individual	Line Item	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences. to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. May also include the purchase and installation of assistive technology or devices, such as locks, smoke detectors, tub rails, improved lighting, etc. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches. (DAS)
Caregiver	Homemaker	1 hour	Individual	Unit Cost Voucher	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework. (NAPIS_5_2010)
Caregiver	Material Aid	1 Contact	Individual Group	Line Item Voucher	Payments to or on behalf of an older person, caregiver, or relative caregivers raising children for housing/shelter: transportation; utilities; food/meals or groceries; clothing; child safety; eyeglasses; dental care; assistive technology, etc. (DAS)
Caregiver	Personal Care	1 hour	Individual	Unit Cost	Providing personal assistance, stand-by assistance, supervision, or cures for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues. (NAPIS_5_2010)

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<b>Caregiver</b>	Respite Care - In-Home	1 hour	Individual	Unit Cost Voucher	Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) In-Home Respite (personal care, homemaking, and other in-home respite), (NAPIS_5_2010).
<b>Caregiver</b>	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost Voucher	Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) Respite, In-home (see above), 2) respite provided by attendance of the care recipient at a senior center or other nonresidential program, 3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver. Respite Care for Kinship Care (grandparents and other relative caregivers caring for children includes summer camps, child care or after school care. (DAS) (NAPIS_5_2010).
<b>Caregiver</b>	Support Group	1 Session	Group	Line Item	Support groups are a gathering of people who share a common health concern or interest. Support groups meet on a regular, defined basis to discuss or focus on a specific situation or condition, such as Alzheimer's Disease, or diabetes, for example. Support groups can be led by a lay person, a health professional, or both.
<b>Caregiver</b>	Telephone Reassurance	1 Contact	Individual	Line Item	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety. (DAS)
<b>Kinship Care</b>	Care Receiver Supervision	1 Session	Group	Line Item	Watchful oversight for care receivers while Kinship Caregiver participates in other program activities
<b>Kinship Care</b>	Community and Public Education	1 Session	Group	Line Item	Contacts with several current or potential kinship caregivers, or the general public, to inform them of service availability or provide general Kinship Care program information
<b>Kinship Care</b>	Special Event	1 Session	Group	Line Item	Special events such as advocacy, arts & crafts, recognitions or celebrations, and sporting events, etc.
<b>Kinship Care</b>	Material Aid/Child Safety	1 Session	Group Individual	Line Item Voucher	Payments to or on behalf of kinship caregivers raising children for items such as groceries, clothing, back to school supplies, holiday resources, that are provided in a group setting.

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<b>Program</b>	<b>Service Name</b>	<b>Unit of Measure</b>	<b>Individual or Group</b>	<b>Method of Reimbursement</b>	<b>Definition</b>
<b>Kinship Care</b>	Training	1 Session	Group	Line Item	Provision of skill building through instruction for family caregivers and/or professional caregivers conducted in a group setting.
<b>Kinship Care</b>	Tutoring	1 Session	Group	Line Item	Giving instruction to small groups (or to individuals), to help participants help themselves, or to assist or guide them to the point at which they become independent learners in academic subjects, including languages. (DAS)
<b>Kinship Care</b>	Caregiver Conferences and Workshops	1 Session	Group	Line Item	Targeted information and/or interactive sessions for kinship caregivers that have a formal theme and agenda, at least one primary speaker or session, and are of at least four hours duration, inclusive of all activities.
<b>Kinship Care</b>	Support Group	1 Session	Individual	Line Item	Individual clients documented. Support groups are a gathering of people who share a common health concern or interest. Support groups meet on a regular, defined basis to discuss or focus on a specific situation or condition, such as Alzheimer's Disease, or diabetes, for example. Support groups can be led by a lay person, a health care professional, or both.
<b>SCSEP</b>	SCSEP	1 Enrollment or 1 Placement	Individual	Line Item	Provision of services to assist older persons with subsidized employment training opportunities and to obtain unsubsidized employment. May include assessment of skills and abilities, upgrading of job-seeking skills, employability training, development of individual development plans, job placement into unsubsidized employment and follow-up activities. (DAS)



**DIVISION of AGING SERVICES**  
**Taxonomy of Service Definitions**  
**Adult Protective Services**

<i>Program</i>	<i>Service Name</i>	<i>Unit of Measure</i>	<i>Individual or Group</i>	<i>Method of Reimbursement</i>	<i>Definition</i>
<b>ADULT PROTECTIVE SERVICES</b>	Intake	1 contact	Individual	N/A	A service to receive reports of alleged abuse, neglect, exploitation and/or self neglect of a disabled adults (18-64) or elder persons (65+). Reports may be accepted for investigation; provided intervention (limited telephone case management) or for information and referral.
	Investigation	1 contact	Individual	N/A	For reports that meet criteria, investigation is a service to determine if alleged abuse, neglect, exploitation and/or self neglect has occurred, report substantiated cases to law enforcement and to prevent further maltreatment of the adult at risk.
<b>ADULT PROTECTIVE SERVICES</b>	Case Management	1 contact	Individual	N/A	A service provided as a result of the justification that a disabled adult and/or elder person is at risk for further abuse, neglect or exploitation (is in need of protective services) and that the adult has consented to on-going APS case management services. Case management services include, but are not limited to, assessment, case plan development, identification and coordination of essential services, follow up and reassessment.

Note: This program is administered by DAS

DIVISION of AGING SERVICES  
 Taxonomy of Service Definitions  
 Public Guardianship Office

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
PUBLIC GUARDIANSHIP OFFICE	Guardianship	N/A	Individual	N/A	<p>Guardianship case management services are provided to adult persons under guardianship, also referred to as "wards," whom a probate court has determined lack sufficient capacity to make or communicate decisions concerning health or safety. When no other guardian is appropriate or available, a probate court may appoint the Department of Human Services as guardian. The Division of Aging Services' Public Guardianship Office carries out guardianship duties when DHS has been appointed to serve as guardian. Case managers acting as guardians make and express decisions for persons under guardianship that the person would have made if the person had the capacity to do so. This substituted decision-making process is informed by the preferences and needs of the person under guardianship. Case managers respect the privacy and dignity of the person under guardianship and choose options for the person that are the least-restrictive, allowing for the greatest exercise of self-determination, self-reliance, and individual rights.</p>

Note: This program is administered by DAS

DIVISION of AGING SERVICES

Taxonomy of Service Definitions

Forensics Special Investigation Unit

Program	Service Name	Unit of Measure	Individual or Group	Method of Reimbursement	Definition
FSIU	Case Consultation, Technical Assistance	1 Person	N/A	N/A	Case reviews/consultations for DAS, first responders and mandated reporters regarding issues related to Abuse, Neglect and Exploitation. Forensics is point of contact for agencies engaged in criminal & death investigations to determine if victim and/or decedent is or was receiving services through Adult Protective Services. Persons will refer to the individuals contacting FSIU for assistance, not the number of people involved in the case.
FSIU (EAP)	Information and Outreach	1 Session	N/A	N/A	Provision of services to include information and outreach to mandated reporters and first responders to increase awareness of and response to abuse, neglect & exploitation of older adults and adults with disabilities.

Note: This program is administered by DAS

**DIVISION of AGING SERVICES**  
**Taxonomy of Service Definitions**  
**Evidence Based Programs**

<i>Program</i>	<i>Service Name</i>	<i>Unit of Measure</i>	<i>Individual or Group</i>	<i>Method of Reimbursement</i>	<i>Definition</i>
<b>HCBS SERVICES</b>	Community Education - CDSMP	1 Session	Individual	Line Item	A Stanford University evidence-based, train the trainer program held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more. (DAS)
<b>HCBS SERVICES</b>	Community Education - DSMP	1 Session	Individual	Line Item	A Stanford University evidence-based, train the trainer program held for two and a half hours, once a week for six consecutive weeks. Workshops and Lay Leader trainings are facilitated by two trained individuals, one or both of whom have diabetes. Participants have diabetes or are diagnosed as being pre-diabetic. Completers will attend at least four of the six sessions.

**DIVISION of AGING SERVICES**  
**Taxonomy of Service Definitions**  
**Evidence Based Programs**

<b>HCBS SERVICES</b>	Community Education - Matter of Balance	1 Session	Individual	Line Item	Developed by researchers in Maine, this is an 8 week evidence based program designed to address the fear individuals have of falling. It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability. A completer is a participant who attends at least five of the eight sessions.
<b>HCBS SERVICES</b>	Community Education - Powerful Tools for Caregivers (PTC)	1 Session	Individual	Line Item	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).
<b>HCBS SERVICES</b>	Community Education - Tai Chi for Health	1 Session	Individual	Line Item	Developed by Dr. Paul Lam in Australia, TCH is 12 forms of Tai Chi taught by trained instructors over 8 (1 hour) or 12 (1 hour) week sessions. The program improves balance and especially helps persons with Arthritis. Completers are participants who attend 2/3 of the sessions (5 of 8 or 8 of 12) in a workshop.
<b>HCBS SERVICES</b>	TCARE	1 Session	Individual	Line Item	An evidence-based protocol designed to enable care managers to more effectively support family caregivers by efficiently targeting services to their needs and strengths. TCARE guides care managers through an assessment and care planning process that helps them examine the sources and types of stress that the caregiver is experiencing. Follow-up session (re-assessment) required at six months after initial assessment.



## SCOPE OF SERVICES

SUBCONTRACTOR will administer all programs in accordance with the Georgia Department of Human Services Division of Aging Services Policies and Procedures Manuals.

SUBCONTRACTOR will use the On-line Directives Information System (ODIS) to stay informed on the current DHS policies and procedures. The system can be accessed anytime at [www.odis.dhr.state.ga.us](http://www.odis.dhr.state.ga.us). The manuals may periodically be amended by the Georgia Department of Human Services Division of Aging Services.

## **ATTACHMENT B**

CONTAINS THE FOLLOWING REPORTS:

1. STATEMENT OF SERVICE
2. AREA PLAN-BUDGET SUMMARY BY SERVICE
3. AREA PLAN-PROVIDER SERVICE DETAIL REPORT
4. EVIDENCE BASED PROGRAM ADDENDUM
5. COST SHARING POLICY



## **STATEMENT OF SERVICE**

The SUBCONTRACTOR will provide funded authorized services by authorized fund source as detailed in the attached DHS-Division of Aging Services Area Plan-Provider Service Detail Report and DHS-Division of Aging Services Area Plan-Summary of all Revenue by Provider Report.

**DHS - Division of Aging Services**  
**Area Plan Budget Summary by Service - Provider**

Area Plan Version 1

SFY: 2022

Three Rivers Region AAA

AAA:

Provider: Grantville Senior Center

		Program: HCBS - Nutrition Services		Program: HCBS - Nutrition Services	
<b>Service: Home Delivered Meals</b>					
NSIP - ACL (Line Item)	\$13,211.00	\$0.00	\$13,211.00	\$0.00	\$13,211.00
NSIP - State (Unit Cost)	\$0.00	\$15,701.00	\$15,701.00	\$0.00	\$15,701.00
AAA Title III CZ - Home Delivered meals (Unit Cost)	\$36,251.00	\$2,132.00	\$38,383.00	\$4,265.00	\$42,648.00
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Service Total:</b>	<b>\$49,462.00</b>	<b>\$17,833.00</b>	<b>\$67,295.00</b>	<b>\$4,265.00</b>	<b>\$71,560.00</b>
<b>Program Total:</b>	<b>\$49,462.00</b>	<b>\$17,833.00</b>	<b>\$67,295.00</b>	<b>\$4,265.00</b>	<b>\$71,560.00</b>
<b>Program: HCBS - Senior Centers</b>					
<b>Service: Congregate Meals</b>					
NSIP - SSBG Supplemental (Unit Cost)	\$3,594.00	\$0.00	\$3,594.00	\$0.00	\$3,594.00
NSIP - ACL (Line Item)	\$13,058.00	\$0.00	\$13,058.00	\$0.00	\$13,058.00
AAA Title III C1 - Congregate meals (Unit Cost)	\$52,336.00	\$3,079.00	\$55,415.00	\$6,157.00	\$61,572.00
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Service Total:</b>	<b>\$68,988.00</b>	<b>\$3,079.00</b>	<b>\$72,067.00</b>	<b>\$6,157.00</b>	<b>\$78,224.00</b>
<b>Program Total:</b>	<b>\$68,988.00</b>	<b>\$3,079.00</b>	<b>\$72,067.00</b>	<b>\$6,157.00</b>	<b>\$78,224.00</b>
<b>Provider Total:</b>	<b>\$118,450.00</b>	<b>\$20,912.00</b>	<b>\$139,362.00</b>	<b>\$10,422.00</b>	<b>\$149,784.00</b>
<b>HCBS - Nutrition Services</b>					
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$1,060.00	\$15,887.86	\$16,947.86	\$12,576.00	\$29,523.86
<b>Service Total:</b>	<b>\$1,060.00</b>	<b>\$15,887.86</b>	<b>\$16,947.86</b>	<b>\$12,576.00</b>	<b>\$29,523.86</b>
<b>Program Total:</b>	<b>\$1,060.00</b>	<b>\$15,887.86</b>	<b>\$16,947.86</b>	<b>\$12,576.00</b>	<b>\$29,523.86</b>
<b>HCBS - Senior Centers</b>					
	\$4,800.00	\$3.76	\$4,803.76	\$8,397.76	\$13,197.52
	\$0.00	\$0.00	\$0.00	\$13,058.00	\$13,058.00
	\$0.00	\$1.76	\$1.76	\$61,573.76	\$63,337.28
	\$0.00	\$23,745.91	\$23,745.91	\$23,745.91	\$47,491.82
	\$0.00	\$2,642.24	\$2,642.24	\$359.00	\$3,001.24
<b>Service Total:</b>	<b>\$4,800.00</b>	<b>\$26,393.67</b>	<b>\$31,193.67</b>	<b>\$109,417.67</b>	<b>\$145,610.64</b>
<b>Program Total:</b>	<b>\$4,800.00</b>	<b>\$26,393.67</b>	<b>\$31,193.67</b>	<b>\$109,417.67</b>	<b>\$145,610.64</b>
<b>Provider Total:</b>	<b>\$5,860.00</b>	<b>\$42,281.53</b>	<b>\$48,141.53</b>	<b>\$197,925.53</b>	<b>\$246,067.17</b>



Area Plan Budget Provider Service Detail

Grantville Senior Center

Home Delivered Meals

Funding Source	Start Date	End Date	Budget Revenue	% of YTD Service	# of Est. Person	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
NSIP - ACL (Line Item)	07/01/2021	06/30/2022	\$ 13,211.00	\$ 0.00						\$ 0.00
NSIP - State (Unit Cost)	07/01/2021	06/30/2022	\$ 16,765.38	\$ 0.00	15.00	\$ 7.86	2,133.00	\$ 16,765.38	\$ 1,117.69	\$ 7.86
OAA Title III C2 - Home	07/01/2021	06/30/2022	\$ 42,648.36	\$ 0.00	18.00	\$ 7.86	5,426.00	\$ 42,648.36	\$ 2,369.35	\$ 7.86
Other (Line Item)	07/01/2021	06/30/2022	\$ 3,307.12	\$ 0.00						\$ 0.00
Other (Unit Cost)	07/01/2021	06/30/2022	\$ 12,576.00	\$ 0.00	15.00	\$ 7.86	1,600.00	\$ 12,576.00	\$ 838.40	\$ 7.86
Service Subtotal			\$ 85,507.86		48.00		9,159.00	\$ 71,989.74	\$ 4,325.44	\$ 23.58
<b>Program Subtotal</b>			<b>\$ 85,507.86</b>		<b>48.00</b>		<b>9,159.00</b>	<b>\$ 71,989.74</b>	<b>\$ 4,325.44</b>	<b>\$ 23.58</b>

Congregate Meals

Funding Source	Start Date	End Date	Budget Revenue	% of YTD Service	# of Est. Person	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
NSIP - SSBG	07/01/2021	06/30/2022	\$ 8,397.76	\$ 0.00	10.00	\$ 7.36	1,141.00	\$ 8,397.76	\$ 839.78	\$ 7.36
NSIP - ACL (Line Item)	07/01/2021	06/30/2022	\$ 13,058.00	\$ 0.00						\$ 0.00
OAA Title III C1 -	07/01/2021	06/30/2022	\$ 61,573.76	\$ 0.00	60.00	\$ 7.36	8,366.00	\$ 61,573.76	\$ 1,026.23	\$ 7.36
Other (Line Item)	07/01/2021	06/30/2022	\$ 23,745.91	\$ 0.00						\$ 0.00
Other (Unit Cost)	07/01/2021	06/30/2022	\$ 2,642.24	\$ 0.00	12.00	\$ 7.36	359.00	\$ 2,642.24	\$ 220.19	\$ 7.36
Service Subtotal			\$ 109,417.67		82.00		9,866.00	\$ 72,613.76	\$ 2,086.20	\$ 22.08
<b>Program Subtotal</b>			<b>\$ 109,417.67</b>		<b>82.00</b>		<b>9,866.00</b>	<b>\$ 72,613.76</b>	<b>\$ 2,086.20</b>	<b>\$ 22.08</b>

Grantville Senior Center

			\$ 197,925.53		130.00		19,025.00	\$ 144,603.50	\$ 6,411.64	\$ 45.66
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## Evidence Based Program Addendum

As an addendum to the contract for nutrition and wellness services Evidence Base Programs will be provided through Title III funds and State CBS funds. Three Rivers Regional Commission has provided training to enhance the lives in wellness of the seniors living in the 10 county Three Rivers region. Site managers, other site staff, senior center volunteers and other community volunteers have been certified in EBP by the Three Rivers AAA and DAS in FY19. Additional training and other EBP programs will be offered and paid for by the AAA Regional Commission when classes are available and added.

Stipends are available through the EBP program as mentioned to the leader facilitators. Breakdown of the stipend are as follows, \$250 per person for one of the 6-week courses with at least seven participants completing the course. \$300 per person for 8-12 week courses with at least seven participants completing the course.

Facilitators providing a course that requires one facilitator, one facilitator is paid the stipend discussed. These classes include Tai Chi for Arthritis and Fall Prevention, Tai Chi Seated, Tai Chi for Diabetes.

Facilitators providing a course that requires two facilitators, both will be paid the total stipend. These include Matter of Balance, Diabetes Self-Management Program, and Powerful Tools for Caregivers and Chronic Disease Self-Management Program.

Supplies, videos, books, charts and registration forms will be provided. Invoices and other documentation are submitted at completion of each course (6 week, 8 week, or 12 week) and the person providing the training will receive the stipend within 45 days. Checks will be sent to the contractor to distribute to the leader facilitator.

## Cost Sharing Policy

### **Attachment to Contract for #12 Standard for services Performance item F:**

Department of Human Services, Division of Aging Services, Administration Manual, Chapter 200, Section 2026, Cost Share.

It is the policy of the Georgia Division of Aging Services that Area Agencies on Aging will implement cost sharing for all eligible Older Americans Act and state funded services. Therefore, in order to maintain existing services, add new services, and prove matching funds, the Three Rivers Georgia Regional Development Center in its capacity as the Area Agency on Aging must institute policies regarding the potential for client cost-sharing.

The Three Rivers Regional Commission/Area Agency on Aging will utilize the most current fee scale provided by the Division of Aging Services to ascertain the appropriate client cost share.

### **The following services are subject to a client cost share:**

- Adult Day Care/Health Services
- Emergency Response Services
- Homemaker Services
- Home modification and Repairs
- Personal Care Services
- Transportation Services
- Senior Center Activities
- Wellness Program Services

### **The following services are exempt from client cost share for persons paid with OAA or state funds;**

- Information and Assistance
- Outreach
- GeorgiaCares (Benefits Counseling)
- Medication Management (Wellness)
- Ombudsman
- Elder Abuse Prevention
- Legal Assistance
- Other Consumer Protection Services
- Nutrition Services, including congregate meals
- Nutrition screening, counseling and education
- Any service provided to low income older persons whose income is at or below the Federal Poverty Limit

AAAs may not impose a cost share for the following services of persons paid with OAA funds

- Case Management Services
- Home Delivered Meals
- ✓ **Note:** AAAs and providers may require a cost share for Case Management and Home Delivered Meals if paid with non-OAA funds, such as SSBG or state funds.

Older persons at or below the Federal Poverty Level are exempted from client cost share for all AAA funded services.

Client cost shares must be used to:

1. Serve persons currently on the waiting list;
2. Expand service areas which have not been available;
3. Increase resources to underserved areas;
4. Develop and implement new services based on consumer request; and
5. Provide reasonable administrative costs as approved by the Division of Aging Services (DAS).

#### **Provider Collection and Payment:**

Providers will develop and implement cost share policies, following the guidelines set forth in the Department of Human Services Division of Aging Services, and by the AAA. Grievance procedures must also be established as defined in the foregoing Administrative Guidelines and Requirements.

#### **Home-Delivered Meals**

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. An envelope that clearly identifies the organization will be provided to all consumers during meal delivery at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Middle GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

#### **Congregate Meals/Senior Center Services**

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. Senior centers will maintain a collection box for voluntary donations. The box should be available at least once monthly during the regular hours of operation for the senior center. The collection box must be secured before the end of each day that the box has been made available. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Three Rivers GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

#### **In-Home Services (Homemaker, Personal Care, Respite Care)**

The provider of in-home services will mail a monthly statement to individuals to collect any cost share related to the service they receive. The statement must clearly state the current cost-sharing amount due. The cost share amount on the statement must match with the amount identified on the signed service agreement.

Individuals whose income is at or below 100 percent of the federal poverty guidelines must be given the opportunity to make voluntary contributions. An envelope that clearly identifies the organization must be provided to these consumers at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected.

All cost shares and voluntary donations collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

#### **Termination of Service**

The termination letter will be sent by the provider stating the effective date of the termination, the reason for termination, and notification that a grievance must be filed verbally or in writing through the service provider. If the termination is due to non-payment of the cost share, the case will be reviewed by the Assessment and Referral Team with recommendations made to the AAA Director. The Older Americans Act funded services allow for the collection of cost share; however, they prohibit denying services due to the income of the individual or his/her failure to make a cost sharing payment.

The AAA will ensure compliance with the applicable regulations during its site monitoring visits. Violations of the HCBS regulations will be viewed by the Three Rivers RC/AAA as a program finding and will require immediate corrective action.

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement is made and entered into by and between the **THREE RIVERS REGIONAL COMMISSION** (hereinafter referred to as "TRRC") and **CITY OF GRANTVILLE - SENIOR CENTER** (hereinafter referred to as "Contractor") as **ANNEX AA** to **Contract No.04-077-02-AAA-2022** between TRRC and Contractor. The effective date of this Agreement shall be the date

the Contract referenced above is executed by Contractor.

**WHEREAS**, TRRC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

**WHEREAS**, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRRC and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by TRRC. Furthermore, except as otherwise limited in this Agreement, Contractor may:
  - A. Use PHI for internal quality control and auditing purposes.
  - B. Use or disclose PHI as Required by Law.
  - C. After providing written notification to TRRC's HIPAA Privacy Officer, use PHI to make a report to a health oversight agency authorized by law to investigate TRRC (or otherwise oversee the conduct or conditions of the TRRC ) about any TRRC conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.5020(1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to TRRC's HIPAA Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate TRRC.
  - D. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by TRRC that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.5020(1).
3. Contractor warrants that only individuals designated by title or name on Attachments L-1 and L-2 will request PHI from TRRC or access TRRC PHI in order to perform the services of the Contract, and these individuals will **only request the minimum necessary amount of information necessary in order to perform the services.**
4. Contractor warrants that the individuals listed by title on Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment L-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment L-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Attachment L-2 require access to an TRRC information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader named on Attachment L-2 immediately, but at least within 24 hours, of any change in the need for TRRC information system access by any individual listed on Attachment L-2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, TRRC's HIPAA Privacy Officer and the Department of Human Services/ Department of Aging Services for proper handling and sanctions.



6. Contractor agrees that it is a Business Associate to TRRC as a result of the Contract, and warrants to TRRC that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to TRRC that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to TRRC upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy Contacts:

A. At TRRC: **Belinda Meadows**

B. At Contractor:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

**Contractor agrees that it will:**

- C. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- D. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- E. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of TRRC. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- F. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Attachments L -1 and L-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- G. Upon TRRC's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to TRRC PHI, provide the results of such assessments to TRRC, and ensure that corrective actions identified during the independent **assessment are implemented.**
- H. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- I. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the **conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI**, that are applicable to Contractor under this Agreement and the Contract.
- J. Except for "Non-Reportable Incidents," report to TRRC any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

- i. The unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, **so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;**
  - ii. The inadvertent disclosure of PHI from a person designated in Attachments L-1 or L -2 as authorized to access TRRC PHI to a workforce member of Contractor who is not designated in Attachments L-1 or L-2, but is authorized to access other Protected Health Information maintained by Contractor, **so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.**
- I. Make an initial report to TRRC in writing in such form as TRRC may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
- i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
  - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
  - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
  - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
  - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
  - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the TRRC HIPAA Privacy Officer, Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the TRRC, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC within five (5) business days of TRRC 's request for proof of implementation.

- J. Report to the TRRC HIPAA Privacy Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon TRRC 's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC.
- K. Upon TRRC 's reasonable request and not more frequently than once per quarter, report to the TRRC HIPAA Privacy Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not **penetrate computer networks or servers or result in interference with system operations.**
- L. Cooperate with TRRC and provide assistance necessary for TRRC to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist TRRC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with TRRC, including cooperation with TRRC privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

8. If TRRC determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of TRRC, after the notifications are approved by the TRRC. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that TRRC determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the TRRC HIPAA Privacy Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining TRRC's approval of the notification letter.

9. Make any amendment(s) to PHI in a Designated Record Set that TRRC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of TRRC. Contractor also agrees to provide TRRC with written confirmation of the amendment in such format and within such time as TRRC may require.
10. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following TRRC's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC, provide TRRC access to the PHI in an individual's Designated Record Set. However, if requested by TRRC, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom **such information relates**.
11. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of TRRC within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
12. Document all disclosures of PHI and information related to such disclosures as would be required for TRRC to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from TRRC, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC HIPAA Privacy Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to TRRC. If requested by TRRC, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the TRRC upon request.
13. In addition to any indemnification provisions in the Contract, indemnify the TRRC, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on TRRC.
14. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

**M. TRRC agrees that it will:**

- i. Notify Contractor of any new limitation in TRRC's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if and to the extent that TRRC determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- ii. Notify Contractor of any change in, or revocation of, authorization by an Individual for TRRC to use or disclose PHI to the extent that TRRC determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- iii. Notify Contractor of any restriction regarding its use or disclosure of PHI that TRRC has agreed to in accordance with the Privacy Rule if, and to the extent that, TRRC determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- iv. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, TRRC agrees to contact Contractor to determine feasibility of compliance. Following the receipt by TRRC of a written cost estimate, TRRC agrees to assume all costs incurred by Contractor in compliance with such special requests.

- 15. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by TRRC to Contractor, or created or received by Contractor on behalf of TRRC, is destroyed or returned to TRRC, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.**
- A. Termination for Cause.** Upon TRRC 's knowledge of a material breach of this Agreement by Contractor, TRRC shall either:
- Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by TRRC;
  - If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
  - If neither termination nor cure is feasible, TRRC shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.
- B. Effect of Termination.**
- Upon termination of this Agreement, for any reason, TRRC and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify TRRC and obtain instructions from TRRC for either the return or destruction of the PHI.
  - Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes TRRC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as TRRC may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
  - This Effect of Termination section survives the termination of the Agreement.
- 16. Interpretation.** Any ambiguity in this Agreement shall be resolved to permit TRRC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
- 17. No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 18. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

*(Signatures on following page)*

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

BY: \_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
DATE  
\_\_\_\_\_  
TITLE\*

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\* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

Pa

**ATTACHMENT L-1**

**List of Individuals Permitted to Receive, Use and Disclose TRRC PHI**

The following Position and Titles, as employees and/or representatives of Contractor, need access to TRRC Protected Health Information in order for the Contractor to perform the services described in the Contract. Please provide additional sheets if necessary.

**If this is not applicable please mark the first line below with N/A.**

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Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and TRRC:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by TRRC HIPAA Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to TRRC. Use of TRRC Protected Health Information by individuals who are not described on this Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to TRRC Project Leader Contact- Emily Rogers [erogers@threeriversrc.com](mailto:erogers@threeriversrc.com) or LeeAnn Davis [ldavis@threeriversrc.com](mailto:ldavis@threeriversrc.com)

ATTACHMENT L-2

**Part 1:**

Please initial beside the correct option. Please select only one option.

\_\_\_\_\_ Contractor DOES NOT need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

\_\_\_\_\_ Contractor DOES need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

**Part 2:**

Please complete the table below if you Indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

**List of Individuals Authorized to Access a DHS Information System Containing PHI**

The following Individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described In the Contract:

Full Name	Employer	DHS Data Entry System	Type of Access (Read only? Write?)
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	

The TRRC Project Leader must submit a notice to WELLSKY Help Desk for each Individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: *Managing Authorization, Access and Control of Information Systems*.

Contractor must notify the TRRC Project Leader Identified in the Contract: Emily Rogers ([erogers@threeriversrc.com](mailto:erogers@threeriversrc.com)) or LeeAnn Davis ([ldavis@threeriversrc.com](mailto:ldavis@threeriversrc.com)) immediately, but at least within 24 hours, after any Individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security Incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to TRRC Project Leader Contact.

Security and Immigration Compliance Affidavits

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Three Rivers Regional Commission on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 202\_\_ in \_\_\_\_\_ (city), Georgia (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



**Brian Kemp**  
Governor



**Robyn A. Crittenden**  
Commissioner

**Georgia Department of Human Services**  
Aging Services | Child Support Services | Family & Children Services

**Department of Human Services**  
**Notice Concerning Critical Incident Reporting**

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: [inspectorgeneralhotline@dhs.ga.gov](mailto:inspectorgeneralhotline@dhs.ga.gov)

**Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,  
scroll to “Office of Inspector General” and click “online form”**

Address: 2 Peachtree Street, NW, Suite 30.450

Atlanta, Georgia 30303-3142

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<i>Name and Title of Authorized Representative</i>	<i>Signature</i>	<i>Date</i>
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**INSTRUCTIONS FOR CERTIFICATION**

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## CERTIFICATION REGARDING LOBBYING

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### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: \_\_\_\_\_  
*Signature of Official Authorized to Sign*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Printed Name and Title of Official Authorized to Sign*

## EXHIBIT B

### FORM OF AUTHORIZING RESOLUTION OF SOLAR PARTICIPANT

#### **RESOLUTION NO. 2021-05 OF THE CITY COUNCIL OF THE CITY OF GRANTVILLE APPROVING AND AUTHORIZING THE EXECUTION OF A POWER PURCHASE CONTRACT BETWEEN THE SOLAR PARTICIPANT AND THE MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA, THE PLEDGE OF THE FULL FAITH AND CREDIT OF THE SOLAR PARTICIPANT TO SECURE ITS PAYMENT OBLIGATIONS THEREUNDER, AND FOR SUCH OTHER PURPOSES.**

**WHEREAS**, pursuant to the Municipal Electric Authority Act (the “**Act**”), the City of Grantville (the “**Solar Participant**”) has previously entered into one or more Power Sales Contracts (each, as amended, a “**Power Sales Contract**”) with the Municipal Electric Authority of Georgia (the “**Authority**”) for provision of the Solar Participant’s bulk electric power supply needs by the Authority from defined projection projects and sources; and

**WHEREAS**, under one such Power Sales Contract, the Project One Power Sales Contract (the “**Project One Power Sales Contract**”), the Authority further agreed to provide or cause to be provided additional power needs of the Solar Participant in excess of its entitlement to power supplied under the Project One Power Sales Contract (“**Supplemental Power**”); and

**WHEREAS**, the Project One Power Sales Contract provides that the Solar Participant may elect to procure an alternate source of Supplemental Power other than that provided by the Authority from the output of an Authority project; and

**WHEREAS**, the Authority adopted a Supplemental Power Policy (the “**Supplemental Power Policy**”) under which the Solar Participant and the Authority may make elections regarding provision and procurement of Supplement Power; and

**WHEREAS**, the Solar Participant has determined that, in order to meet the growing and diverse energy needs of its customers, it has need for an additional type of economical, reliable source of electric power and energy beyond that provided from the sources available resources of the Authority under the Project One Power Sales Contract and other contracts between the City and the Authority; and

**WHEREAS**, the Authority has informed the Solar Participant that the Authority has an opportunity to procure a substantial amount of Supplemental Power for a multi-year term through a Power Purchase Agreement with Pineview Solar LLC (the “**Company**”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the “**Facility**”) to be constructed, owned, operated, and maintained by the Company (such agreement, the “**Supplemental Power Purchase Agreement**” or “**SPPA**”); and

**WHEREAS**, in accordance with the Supplemental Power Policy, the Solar Participant has requested that the Authority purchase from the Company power, output and services of the Facility to cause to be provided to the City its Supplemental Power; and

**WHEREAS**, the Authority has agreed to cause to be provided the Solar Participant's Supplemental Power from the power, output and services of the Facility pursuant to the terms of a Power Purchase Contract (the "PPC") in substantially the form attached as Exhibit A hereto; and

**WHEREAS**, the Solar Participant finds, and the Solar Participant and the Authority agree that the PPC is supplemental to, and is authorized by, the Project One Power Sales Contract and that the Projects (as defined in the SPPA) constitute Supplemental Power as defined in the Supplemental Power Policy; and

**WHEREAS**, the Solar Participant determines that the Solar Participant's payment obligations for Supplemental Power under the PPC authorized thereby shall constitute the general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant is pledged, obligating the Solar Participant to provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due thereunder; and

**WHEREAS**, the City Council desires to approve the PPC; to authorize the execution and delivery of the PPC and other such documents, certificates, and opinions described therein; and authorize such further actions as necessary for the Solar Participant to procure Supplemental Power as provided thereby.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the Solar Participant as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated in the body of this Resolution.
2. Findings and Determinations. All findings and determinations contained in the PPC, including the recitals thereto, are hereby incorporated herein by reference, and are hereby adopted as findings and determinations of the City Council of the Solar Participant.
3. Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the PPC.
4. Supplemental Power Purchase Agreement. The City Council of the Solar Participant acknowledges receipt of the form of the SPPA to be executed by the Authority and Company.
5. Authorization to Execute PPC. The City Council of the Solar Participant hereby authorizes the Solar Participant to enter, as a Solar Participant (defined therein) into the PPC in substantially the form attached as Exhibit A hereto, and to perform the same, and the [Title of Officer] of the Solar Participant is hereby authorized on behalf of the Solar Participant to execute and deliver the PPC. The [Title of Officer], with the advice of Counsel to the Solar Participant, is authorized to agree to such changes to the PPC as may be necessary prior to execution thereof, and the execution and delivery of the PPC shall be conclusive evidence of such approval. The [Title of Officer] of the Solar Participant is authorized to attest the execution by the [Title of Officer] of the PPC and to affix the seal of the Solar Participant to such documents.
6. Further Authority. The City Council hereby authorizes, empowers and directs the City of Grantville and any necessary representatives of the Solar Participant to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions and intent of this Resolution and the PPC.

7. Authorized Representative. The [Title of Officer] and [Title of Officer]of the Solar Participant are each hereby each designated as Authorized Representatives of the Solar Participant, and may execute notices, certificates, requests, estimates and other documents contemplated by the PPC, subject to the limitations contained herein.
8. Repeal of Conflicting Resolutions. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.
9. Effective Date. This Resolution (including the recitals first above written, which are hereby incorporated into this Resolution) shall take effect immediately upon its adoption; a copy of this Resolution may be filed in such offices as the undersigned or such development authority may elect to file this Resolution. All resolutions, or parts of resolutions, in conflict herewith are repealed.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

**DULY ADOPTED** at a meeting of the City Council of the Solar Participant, held this 26<sup>th</sup> day of July, 2021.

**Solar Participant**

**By:** \_\_\_\_\_  
**Name: Doug Jewell**  
**Title: Mayor**

ATTEST:

By \_\_\_\_\_  
Name: Roberta Higgins  
Title: City Clerk

[SEAL]

**CERTIFICATE OF CLERK**

The undersigned, being the duly appointed, qualified, and acting Clerk of the City Council of the Solar Participant, **DOES HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on July 26, 2021, by the City Council of the Solar Participant in a meeting duly called and assembled, after due and reasonable public notice was given in accordance with the procedures of the Solar Participant and with the applicable provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of public record in the minute books of the City Council of the Solar Participant, which are in my custody and control.

I do hereby further certify that all members of the City Council were present at said meeting except the following members who were absent:

\_\_\_\_\_

and that the resolution was duly adopted by the following vote:

The following voted "Aye" \_\_\_\_\_  
\_\_\_\_\_;

The following voted "Nay" \_\_\_\_\_  
\_\_\_\_\_;

The following Did Not Vote: \_\_\_\_\_  
\_\_\_\_\_.

**WITNESS** my hand and the official seal of the City of Grantville, this 26<sup>th</sup> day of July, 2021.

\_\_\_\_\_  
Roberta Higgins  
City Clerk

[SEAL]



**THE CITY OF GRANTVILLE, GEORGIA  
RESOLUTION NUMBER 2021-07**

**A RESOLUTION TO ACCEPT THE AUDITED FINANCIAL  
STATEMENTS & SUPPLEMENTAL INFORMATION -  
SEPTEMBER 30, 2020 FOR THE CITY OF GRANTVILLE**

**WHEREAS, The City engaged the services of Gerald G. Pentecost, Jr. CPA to perform an audit of the financial statements of the governmental activities, the business-type activities and each major fund, and the aggregate remaining fund information of the City of Grantville, Georgia as of and for the year ended September 30, 2020; and**

**WHEREAS, the audit of these statements and funds and the schedule of findings and responses has been completed and presented to the city council for acceptance;**

**NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Grantville, Georgia, and it is hereby resolved as follows:**

**The Audited Financial Statements and Supplemental Information – September 30, 2020 for the City of Grantville is hereby accepted and will be forwarded to all other appropriate agencies.**

**IT IS SO RESOLVED this 26<sup>th</sup> day of July, 2021**

\_\_\_\_\_  
**Doug Jewell, Mayor**

**ATTEST**

\_\_\_\_\_  
**Roberta Higgins, City Clerk**

**THE CITY OF GRANTVILLE, GEORGIA**

**RESOLUTION NO. 2021-08  
BEFORE THE CITY COUNCIL**

---

**A RESOLUTION APPROVING AND AUTHORIZING ENTRY INTO THE GMA  
RETIREMENT PROGRAM AS OF OCTOBER 1, 2021**

**WHEREAS**, the City of Grantville desires to improve employee retention and employee benefits; and

**WHEREAS**, the City of Grantville has reviewed the cost study for a new retirement plan for the City of Grantville done by Segal.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Grantville, Georgia and it is hereby resolved by authority of same that the Entry into the GMA Retirement Program as of October 1, 2021 is approved and adopted. A copy of the Benefit Study for the City of Grantville is attached hereto as Exhibit A and incorporated herein as if set forth verbatim.

**IT IS SO RESOLVED** this 26<sup>th</sup> day of July 2021 by the City Council of the City of Grantville.

---

Doug Jewell, Mayor

ATTEST:

---

Roberta Higgins, City Clerk



2727 Paces Ferry Road SE  
Building One, Suite 1400  
Atlanta, GA 30339-4053  
T 678.306.3100  
F 678.669.1887  
segalco.com

July 6, 2021

Michelle Warner  
Director of Retirement Field Services and Defined Contribution Program  
Georgia Municipal Association  
201 Pryor Street, SW  
Atlanta, Georgia 30303

**Re: Benefit Study for the City of Grantville**

Dear Michelle:

As requested, we have calculated the cost of establishing a new retirement plan for 33 Employees in the City of Grantville. We received a list of participants from the City, including one record for one "open post." We assumed the age of this participant to be equal to the average age of the remainder of the group.

The proposed plan provisions are provided in Exhibit 1.

The assumptions and methods used to develop these results are summarized in Exhibit 2. These are consistent with the funding policy approved by the GMEBS Board of Trustees. In addition, as directed by GMA, we have assumed administrative expenses of \$9,000 plus \$66 per active participant, plus \$78 per inactive participant plus 0.06% of the market value of assets.

Exhibit 3 shows a development of the recommended contribution for the proposed plan for the fiscal year beginning October 1, 2021, using a January 1, 2021 valuation date.

If you have any questions or need additional information, please let us know.

Sincerely,

A handwritten signature in cursive script that reads "Jeanette R. Cooper".

Jeanette R. Cooper, FSA, FCA, MAAA, EA  
Vice President and Consulting Actuary

A handwritten signature in cursive script that reads "Malichi S. Waterman".

Malichi S. Waterman, FCA, MAAA, EA  
Vice President and Consulting Actuary

Exhibit 1

**City of Grantville  
Plan Provisions**

<b>Effective Date</b>	1-1-2021*
<b>Eligibility Requirement</b>	Employees: no waiting period Officials: not covered
<b>Employee Contributions</b>	none
<b>Normal Retirement Age</b>	65+5 Alternative Normal Retirement at Rule of 85 with minimum age 55 (participant is not required to be in service at time of retirement)
<b>Early Retirement</b>	55+10
<b>Benefit Formula</b>	1.00%
<b>Final Average Salary</b>	60 months
<b>Vesting</b>	5 years
<b>Death Benefits</b>	Auto A Terminated vested Auto A death benefit applies
<b>Disability Minimum</b>	20%
<b>Cost-of-Living</b>	Variable not to exceed 2.00%
<b>Other</b>	Prior service of up to 5 years granted to participants employed at plan inception

\*New Plan as of 1-1-21

Exhibit A

City of Grantville

Valuation Actuarial Assumptions and Actuarial Cost Method

The methods and assumptions used were approved by the Board in December 2019 based on the results of an actuarial experience study for the period January 1, 2015 through June 30, 2019 conducted by Segal in November and December of 2019.

**Mortality Rates:**

*Healthy retirees and beneficiaries:*

Sex-distinct Pri-2012 head-count weighted Healthy Retiree Mortality Table with rates multiplied by 1.25

*Disabled participants:*

Sex-distinct Pri-2012 head-count weighted Disabled Retiree Mortality Table with rates multiplied by 1.25

*Active participants, terminated  
vested participants, and  
deferred beneficiaries:*

Sex-distinct Pri-2012 head-count weighted Employee Mortality Table

*Plan termination basis (all lives):*

1994 Group Annuity Reserving Unisex Table

The mortality tables (other than the one used for the plan termination basis) are adjusted from 2012 to future years using sex-distinct generational projection under scale SSA2019-2D to reflect expected mortality improvement.

**Annuitant Mortality Rates:**

Age	Rate (%)			
	Healthy Male	Healthy Female	Disabled Male	Disabled Female
55	1.00	0.62	3.01	2.09
60	1.32	0.82	3.28	2.45
65	1.64	1.15	3.97	3.02
70	2.54	1.75	5.39	3.95
75	4.20	2.96	7.74	5.47
80	7.11	5.17	11.50	7.99
85	12.11	8.98	17.33	12.33
90	20.41	15.57	25.65	20.14

**Mortality and Disability Rates before Retirement:**

Age	Rate (%)			
	Male Mortality	Female Mortality	Male Disability	Female Disability
20	0.06	0.02	0.03	0.02
25	0.06	0.03	0.03	0.03
30	0.06	0.03	0.03	0.03
35	0.08	0.04	0.03	0.03
40	0.09	0.06	0.07	0.04
45	0.12	0.08	0.11	0.06
50	0.18	0.12	0.17	0.09
55	0.29	0.18	0.25	0.18
60	0.44	0.27	0.33	0.28

**Turnover Rates:**

Years of Service	Rate (%)	Years of Service	Rate (%)	Years of Service	Rate (%)
0 but less than 1	26.5	6 but less than 7	10.5	12 but less than 13	5.7
1 but less than 2	20.5	7 but less than 8	9.5	13 but less than 14	5.3
2 but less than 3	18.5	8 but less than 9	8.5	14 but less than 15	4.9
3 but less than 4	16.5	9 but less than 10	7.5	15 or more years	4.5
4 but less than 5	14.5	10 but less than 11	6.5		
5 but less than 6	12.5	11 but less than 12	6.1		

*Rates end upon eligibility for retirement.*

**Retirement Rates:**

*The table below is based on a given participant's age when they first become eligible for regular or alternative normal retirement. Rates do not apply if the participant is not eligible for either early or normal retirement.*

Age	NRA attained before 60	NRA attained between 60 and 64	NRA attained after 64
Under 55	3%/10% <sup>1</sup>	3%	0%
55-59	3%/10% <sup>1</sup>	3%	5%
60	20%	3%/10% <sup>2</sup>	7%
61	25%	10%	7%
62	35%	10%	20%
63	40%	10%	10%
64	45%	10%	10%
65	50%	35%	35%
66-71	25%	25%	25%
72 & over	100%	100%	100%

*The rates above are adjusted in the year the participant achieves NRA. If the NRA is under 60, the adjustment is +10%, if the NRA is 60 or 61 the adjustment is +20%, if the NRA is 62, 63, or 64, the adjustment is +30%, and if the NRA is 65 or over, there is no adjustment.*

<sup>1</sup> 3% prior to normal retirement eligibility, but 10% plus adjustment after normal retirement eligibility

<sup>2</sup> 3% if NRA is between 62 and 64, but 10% plus adjustment if NRA is 60 or 61

**Retirement Age for Inactive**

**Vested Participants:** 65

**Form of Payment:** Life Annuity

**Unknown Data for Participants:** Same as those exhibited by Participants with similar known characteristics. If not specified, Participants are assumed to be male.

**Percent Married:** 100%

**Age of Spouse:** Females three years younger than males

**Benefit Election:** All participants are assumed to elect the life annuity form of payment and the valuation includes the 36 months of guaranteed benefits. On a system-wide basis, the optional forms of payment are essentially actuarially equivalent.

**Net Investment Return:**

On-going basis: 7.375%- On-going basis, based on long-term expected rate of return on pension plan investments  
 The long-term expected rate of return on pension plan investments was determined using a building-block method in

which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The difference between the resulting rate and the rate on the ongoing basis is a margin for adverse deviation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of March 31, 2020 (see the discussion of the pension plan's investment policy) are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic equity	45%	6.40%
International equity	20%	7.05%
Domestic fixed income	20%	1.15%
Real estate	10%	4.50%
Global fixed income	5%	1.25%
Cash	0%	
Total	100%	

**Inflation:** 2.25%

**Salary Increases:**

<u>Years of Service</u>	<u>Annual Rate (%)</u>
0-1	8.50
2	5.50
3	5.25
4	5.00
5	4.75
6	4.50
7	4.25
8	4.00
9	3.75
10-11	3.50
12-14	3.25
15 or more	3.00

Note the above rates include inflation of 2.25%.

**Social Security Wage Base Increase:** 2.25%

**Cost of Living Adjustment:** 1.70%



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<b>Administrative Expenses:</b>	\$9,000 plus \$66 per active participant plus \$78 per inactive participant plus 0.06% of the market value of assets
<b>Actuarial Value of Assets:</b>	Sum of the actuarial value at the beginning of year and the cash flow during year plus the assumed investment return, adjusted by 10 percent of the amount that the value exceeds or is less than the market value at end of year. The actuarial value is adjusted, if necessary, to be within 20% of market value.
<b>Actuarial Cost Method:</b>	Projected Unit Credit Cost Method. Normal Cost and Actuarial Accrued Liability are calculated on an individual basis and are allocated by service.
<b>Amortization:</b>	The amortization of the unfunded actuarial accrued liability is level dollar over 30 years for the initial unfunded accrued liability, 15 years for actuarial gains and losses, 10 years for temporary retirement incentive programs, 20 years for other changes to plan provisions, and 30 years for actuarial assumptions and cost methods. The total amortization must be within a corridor of the 10-year and the 30-year amortization of the unfunded/(surplus) actuarial accrued liability. In a year when the 10-year or 30-year corridor applies, the following year, the prior year bases are combined into one 10-year or 30-year base.
<b>Asset Data:</b>	None as of the study date
<b>Participant Data:</b>	The primary source of participant data for the current valuation is a census of all participants which was prepared by the employer through GMEBS.

Exhibit 3

New Plan Study  
City of Grantville

	<u>Proposed Defined Benefit Plan as of January 1, 2021<sup>1</sup></u>
Employee Contribution Rate	N/A
Prior Service Granted up to	5 years
Assumed Active Employees	33
Assumed Payroll	\$1,468,884
Average Valuation Payroll	\$44,512
Average Age	49.5
Average Eligibility Service	2.8 years
Average Benefit Service	2.8 years
Actuarial Accrued Liability (AAL)	\$240,054
Actuarial Value of Assets <sup>2</sup>	<u>0</u>
Unfunded AAL	\$240,054
Percent Funded	0.00%
Total Mid-year Benefit Normal Cost	\$48,697
Mid-year Administrative Expenses	11,178
Expected Employee Contributions	<u>0</u>
Mid-year Employer Normal Cost	\$59,875
Mid-year 30-Year Amortization of the Unfunded AAL	<u>\$19,377</u>
Recommended Mid-Year Contribution	\$79,252
Adjustment to Fiscal Year	<u>\$4,344</u>
<b>Annual Recommended Contribution beginning October 1, 2021<sup>3</sup></b>	<b>\$83,597</b>
Recommended Contribution as a % of Expected Payroll	5.60%

<sup>1</sup>All results are estimated from census data provided to Segal. Results are based on a January 1, 2021 valuation date.

<sup>2</sup>It is assumed that the City will not contribute toward the initial actuarial accrued liability as of plan inception.

<sup>3</sup>Payment assumed as of middle of the year. Based on fiscal year beginning October 1, 2021.

# GMEBS Retirement Fund Investment Information as of March 31, 2021



## Investment Information

The purpose of this handout is to provide up-to-date investment information relating to the investment of assets for the Georgia Municipal Employees Benefit System (GMEBS) Retirement Fund. The investment information is current through March 31, 2021.

## Investment Managers

The current set of investment managers, each manager's investment style and investment parameters, and the amount of GMEBS assets each manager has under management as of March 31, 2021 are as follows:

[Advent Capital Management](#) | New York, New York | \$158 million

This manager invests in convertible bonds (bonds which convert into common stock). However, the investment direction for this manager prohibits the manager from converting to equities. Convertible bonds must be of investment grade.

[AllianceBernstein](#) | New York, New York | \$18 million

This manager invests in an index reflecting the Wilshire Float-Adjusted Real Estate Investment Trust (REIT) Index.

[Brandywine Global Investment Management](#) | Philadelphia, Pennsylvania | \$127 million

This manager invests in investment grade securities which may include U.S. debt and non-U.S. debt issuances sufficiently diversified among countries, currencies and sectors to control risk.

[Edge Partners](#) | Atlanta, Georgia | cash assets under management varies

This manager invests the fund's cash through active cash management by taking advantage of yield spreads through active trading.

[Franklin Templeton Institutional](#) | Fort Lauderdale, Florida | \$134 million

This manager invests in value-oriented equities of non-U.S. companies, developed and emerging, with a market cap greater than \$3 billion.

[Incore Capital Management](#) (formerly Victory) | Cleveland, Ohio | \$156 million

This manager invests in convertible bonds (bonds which convert into common stock). However, the investment direction for this manager prohibits the manager from converting to equities. Convertible bonds must be of investment grade.

[Invesco](#) | Atlanta, Georgia | \$116 million

This manager invests in diversified classes of high quality income-producing fixed income securities.

[Loomis, Sayles & Company](#) | Boston, Massachusetts | \$114 million

This manager invests in diversified classes of high quality income-producing fixed income securities.

[Morgan Stanley Real Estate Advisors](#) | New York, New York | \$188 million

This manager invests in institutional investment grade properties through a commingled real estate trust.

[Pzena Investment Management](#) | New York, New York | \$91 million

This manager invests in small cap value equities (undervalued stocks of small companies).

[Riverbridge Partners, LLC](#) | Minneapolis, Minnesota | \$135 million

This manager invests in small cap growth equities (focusing on faster-growing companies whose shares are at the lower end of the market-capitalization range).

[Smith Graham and Company](#) | New York, New York | \$98 million

This manager invests in small cap value equities (undervalued stocks of small companies).

[State Street Global Advisors \(SSgA\)](#) | Boston, Massachusetts | \$1.1 billion

This manager invests in an index reflecting the Russell 1000 stocks.

[The Vanguard Group](#) | Malvern, Pennsylvania | \$340 million

This manager invests in an international equities index reflecting the FTSE All World Ex-U.S. index.

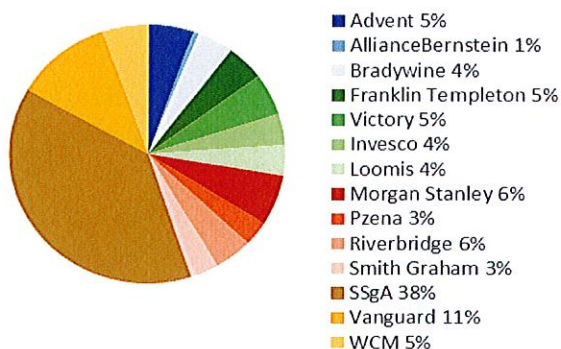
[WCM Investment Management](#) | Laguna Beach, California | \$159 million

This manager invests in growth-oriented equities of non-U.S. companies, developed and emerging, with a market cap greater than \$3 billion.

## Investment Managers

The investment managers by percentage of assets under management as of March 31, 2021 is reflected in the graph below.

Investment Managers Percentage of Assets Under Management (market value basis)



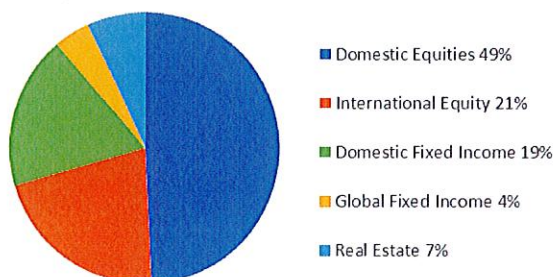
## Investment Structure

The fund's asset allocation is established by the GMEBS Board of Trustees, consistent with state law. State law limits the fund's exposure to equities to 75% at cost. Real estate is limited by law to 10%.

### Asset Allocation

As of March 31, 2021, the fund's actual asset allocation by type of security on a market value basis is presented in the graph below.

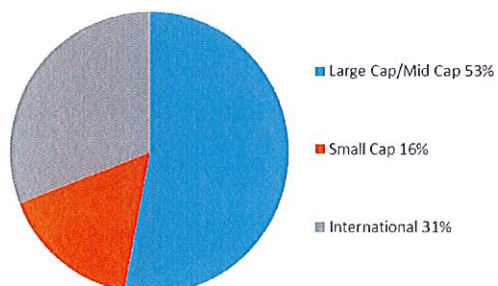
Total Fund Asset Allocation Actual (market value basis)



## Equity Portfolio

The graph below reflects the types of equity categories that comprise the fund's equity investment portfolio. The fund's allocation to equities is well diversified.

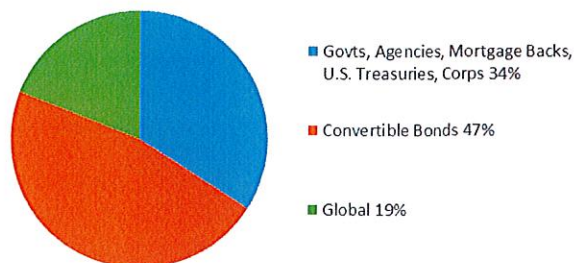
Equity Investment Portfolio (market value basis)



## Fixed Income Portfolio

The fund's allocation to fixed income securities is also diversified. The fund's fixed income investment portfolio consists of the types of fixed income categories as illustrated in the graph below.

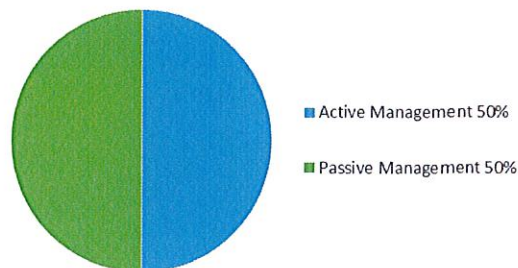
Fixed Income Investment Portfolio (market value basis)



## Active vs. Passive Management

In addition to a diversified investment portfolio, the board has decided to use index funds along with active investment management. As illustrated in the graph below, approximately 50% of the fund's investment portfolio is allocated to index funds on a market value basis.

Active vs. Passive Management (market value basis)



## Investment Performance

As of March 31, 2021, the fund's investment returns for the one, three and five-year periods were 45.86%, 12.27% and 12.56% (annual equivalent), respectively. Longer term, the fund's dollar-weighted annualized return for the composite for the 40 years ended March 31, 2021 was 9.78% (annual equivalent).

**THE CITY OF GRANTVILLE, GEORGIA**

**ORDINANCE NO. 2021-04  
BEFORE THE CITY COUNCIL**

---

**AN ORDINANCE TO ADOPT THE FISCAL YEAR 2022  
BUDGET FOR THE CITY OF GRANTVILLE, GEORGIA,  
APPROPRIATING THE AMOUNTS SHOWN AS EXPENDITURES,  
ADOPTING THE ANTICIPATED REVENUES, AND PROHIBITING  
EXPENDITURES TO EXCEED APPROPRIATIONS.**

**WHEREAS**, a proposed Budget for the City of Grantville has been presented to the Mayor and City Council by the City Manager; and

**WHEREAS**, appropriately advertised public hearings have been held on the proposed Budget, as required by State law and City Charter; and

**WHEREAS**, the Mayor and City Council have reviewed the Budget and have made certain amendments to both funding sources and appropriations, and

**WHEREAS**, there is a balanced Budget, such that anticipated funding sources equal or exceed proposed expenditures; and

**WHEREAS**, the Mayor and City Council intend to adopt an annual Operating Budget for the Fiscal Year 2022.

**NOW, THEREFORE BE IT ORDAINED** that the Operating Budget, shown as “Exhibit A” attached hereto and by this reference made a part of this Ordinance, shall be the City of Grantville’s Fiscal Year 2022 Operating Budget; and

**BE IT FURTHER ORDAINED** that this Budget be and is hereby approved and that the anticipated revenues presented for each fund are adopted in the amounts shown and that the amounts shown for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and

**BE IT FURTHER ORDAINED** that any increase or decrease in appropriations or revenues other than those exceptions provided for herein shall require approval of the Mayor and City Council; and

**BE IT FURTHER ORDAINED** that such revisions to the Budget may be made by majority vote of the Mayor and City Council at any business meeting; and

**BE IT FURTHER ORDAINED** that the City Manager is authorized to make expenditures within the budgeted amounts of the Fiscal Year 2022 Operating Budget

guided by Article IX Procurement Section 2-190 et.seq. of the Code of Ordinances and without being restricted by the spending limitations of Section 2-193 of the Code of Ordinances.

**BE IT FURTHER ORDAINED** that the expenditures shall not exceed the appropriations authorized by the Budget or amendments thereto and that expenditures for the fiscal year shall not exceed actual funding available.

All ordinances or parts of ordinances in conflict herewith are repealed.

First Reading: July 26, 2021

**SO ORDAINED** in lawfully assembled open session this 23rd day of August, 2021.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

## **CITY OF GRANTVILLE PUBLIC NOTICE**

The City of Grantville annual budget will be submitted to the Mayor and City Council on July 26, 2021 at 6:30 p.m. at the Glanton Municipal Complex, 123 Lagrange Street, Grantville, Georgia.

The Grantville Fiscal Year 2021-2022 budget and full written text of the proposed Budget Ordinance are available for review in the City Clerk's office at City Hall during regular business hours.

Public Hearings on the proposed Grantville Fiscal Year 2021-2022 budget and proposed millage rate will take place on Thursday, July 29, 2021 at 9:00 a.m.; Thursday, July 29, 2021 at 6:30 p.m.; and Monday August 2, 2021 at 6:30 p.m. or thereafter at the Glanton Municipal Complex, 123 Lagrange Street, Grantville, Georgia.

The proposed Budget Ordinance will provide a statement of the amount budgeted for anticipated revenues by source and the amount budgeted for expenditures. The Budget Ordinance will be considered for adoption at the regularly scheduled meeting of the Mayor and City Council on Monday, August 23, 2021 at 6:30 p.m. at the Glanton Municipal Complex, 123 Lagrange Street, Grantville, Georgia.



**City of Grantville  
Fiscal Years 2022 & 2023  
Proposed Budgets**

~ COPY OF MASTER ~ 7.7.2021



CITY OF GRANTVILLE, GEORGIA

SUMMARY OF REVENUES, EXPENDITURES, AND OTHER FINANCING SOURCES

GENERAL FUND

SUMMARY OF PROPOSED FY 2022 BUDGET

	FY 2022
<b>REVENUES</b>	
Taxes	\$ 1,810,065
Licenses & Permits	145,550
Intergovernmental	206,978
Charge for Services	23,170
Miscellaneous	41,000
Other Financing Sources	<u>3,100</u>
<b>Total Revenues</b>	<b>\$ <u>2,229,863</u></b>
<b>EXPENDITURES</b>	
General Government	\$ 368,371
Police	1,405,376
Fire Services	226,737
Code Enforcement/Animal Control	122,751
Roads & Streets	227,358
Street Lights	70,000
Cemetery	25,000
Senior Center	281,634
Parks & Recreation	84,658
Building & Zoning	<u>55,000</u>
<b>Total Operating Expenditures</b>	<b>\$ <u>2,866,885</u></b>
<b>OTHER FINANCING SOURCES (USES)</b>	
Operating Transfers In - Muni Court Fund	\$ 126,453
Operating Transfers In - Utilities Funds	175,825
Fund Balance - Municipal Court Fund	<u>334,744</u>
<b>Total Other Financing Sources (Uses)</b>	<b>\$ <u>637,022</u></b>
<b>EXCESS (DEFICIENCY) OF REVENUES &amp; OTHER FINANCING SOURCES VERSUS EXPENDITURES</b>	<b>\$ <u><u>-</u></u></b>

City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

\*\*\*\*\*

\*\*\*\*\*

Dept/Class	Account #	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
<b>Revenues</b>							
<b>Taxes</b>							
	311100	Real Property-Current Year	\$ 498,903.88	\$ 546,954.56	\$ 585,039.53	\$ 596,053.79	\$ 613,935.40
	311200	Real Property--Prior Year	-	-	4,000.00	-	-
	311300	Personal Property - Current Year	-	-	7,468.56	-	-
	311310	Personal Property Taxes - Motor Vehicle	78,000.00	4,500.00	4,227.91	4,500.00	4,500.00
	311315	TAVT Fee	-	95,000.00	57,458.95	50,000.00	50,000.00
	311320	Mobile Home	-	-	639.36	-	-
	311350	Personal Property - Railroad Equipment	559.00	-	-	600.00	600.00
	311400	Personal Property - Prior Year	-	-	2,000.00	-	-
	311600	Real Estate Transfer (Intangible)	200.00	200.00	-	-	-
	311700	Franchise Taxes - Elect Fund 4% of Rev	-	-	54,184.00	58,200.00	58,200.00
	311710	Franchise Tax - Electric	35,000.00	34,000.00	35,000.00	35,500.00	35,500.00
	311750	Franchise Tax - Cable TV	1,000.00	1,000.00	1,000.00	500.00	500.00
	311760	Franchise Tax - Telephone	6,000.00	2,000.00	2,000.00	1,500.00	1,500.00
	311770	Franchise Tax - Cable TV	-	-	-	-	-
	313100	Local Option Sales & Use Taxes	645,000.00	677,250.00	650,000.00	760,906.00	798,951.30
	314200	Alcoholic Beverage Excise	60,000.00	55,000.00	50,000.00	55,000.00	55,000.00
	316200	Insurance Premium Taxes	217,000.00	231,000.00	232,211.00	247,304.72	263,379.52
	318000	Other Taxes	-	-	-	-	-
	319900	Other	-	-	-	-	-
	321100	Alcoholic Beverage License Fee	12,000.00	13,000.00	13,000.00	6,525.00	6,525.00
	321130	Liquor License Fee	-	-	-	5,500.00	5,500.00
	321200	Occupational Tax Fee	10,000.00	15,000.00	22,000.00	23,000.00	23,000.00
	321220	Insurance Co. License Fee	7,000.00	9,000.00	9,500.00	9,500.00	9,500.00
	322100	Building Permits	25,000.00	22,000.00	100,000.00	100,000.00	100,000.00
	322210	Zoning & Land Use	100.00	100.00	100.00	-	-
	322230	Sign Permits	150.00	150.00	25.00	25.00	25.00

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City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

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Dept/Class	Account #	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
	322300	Motor Vehicle Operators	100.00	100.00	-	-	-
	322900	Other Fees	1,000.00	1,000.00	35.00	1,000.00	1,000.00
	323100	Business License Penalty	-	-	-	-	-
	331000	Federal Govt Grant	-	-	-	-	-
	331150	Indirect	-	-	-	-	-
	331151	Nutrition Program	-	-	-	-	-
	331152	Three Rivers/Sr Citizens	115,000.00	100,000.00	115,000.00	120,000.00	120,000.00
	331311	GOHS Federal Grant	-	-	-	-	-
	333000	Fed Govt Pymt in Lieu of Tax	-	-	-	-	-
	334000	State Government Grants (LMIG)	44,188.22	44,188.22	48,505.83	44,206.63	44,206.63
	334150	Indirect Grant Reimbursement	-	-	-	-	-
	336000	Local Government Grants	-	-	-	-	-
	336010	Local Gov't Grant - Recreation	-	-	-	-	-
	336020	Local Gov't - SRO Reimburse - BOE	35,136.47	35,308.57	36,014.74	42,771.51	43,626.94
	337000	Local Gov't Shared Revenues	-	-	-	-	-
	341100	Admin Court Costs	-	-	-	-	-
	341190	Other (Credit Check Fees)	8,000.00	13,000.00	11,500.00	10,000.00	10,000.00
	341300	Planning & Dev Fees and chg	-	-	-	-	-
	341320	Impact Fees	-	-	-	-	-
	341400	Printing & Duplicating Service	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
	341900	Other	-	-	-	-	-
	341910	Election Qualifying Fee	500.00	500.00	500.00	500.00	500.00
	341920	Advertising Fee	-	-	-	-	-
	341950	Convenience Fees	8,000.00	8,000.00	8,000.00	9,000.00	9,000.00
	342120	Accident Reports	150.00	150.00	55.00	55.00	55.00
	342310	Fingerprinting Fee	100.00	100.00	15.00	15.00	15.00
	343100	Service To Private Property	-	-	-	-	-
	344310	Electric Charges	-	-	-	-	-

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City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

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Dept/Class	Account #	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
	346900	Other Fees	7,000.00	7,000.00	-	100.00	100.00
	347200	Activity Fee	-	-	-	-	-
	347500	Recreation Fees	4,000.00	4,000.00	500.00	1,000.00	1,000.00
	347900	Concessions	200.00	100.00	-	100.00	100.00
	347950	Animal Shelter Fees	500.00	500.00	200.00	200.00	200.00
	349300	Bad Check Fees	2,000.00	2,000.00	1,100.00	1,000.00	1,000.00
	349900	Notary Fees	200.00	200.00	150.00	200.00	200.00
	351100	Court Fines	-	-	-	-	-
	351200	Bonds	-	-	-	-	-
	351320	Cash Confiscation Revenue	-	-	-	-	-
	351400	Court - FTA	-	-	-	-	-
	351920	Technology Assessment Fee	-	-	-	-	-
	361000	Interest Revenues	-	-	4,500.00	10,000.00	10,000.00
	371000	Contrib & Donations From Pvt Src	-	-	-	-	-
	381000	Building/Facility Rentals	15,000.00	12,000.00	15,000.00	20,000.00	20,000.00
	389000	Misc - Other Revenue	-	-	-	-	-
	389010	Senior Center Lunch Donation	9,000.00	13,000.00	10,000.00	11,000.00	11,000.00
	392100	Sale of General Fixed Assets	1,500.00	5,000.00	1,500.00	1,500.00	1,500.00
	392200	Property Sale	-	-	-	-	-
	392300	Sale of Cemetery Lots	1,000.00	1,000.00	1,600.00	1,600.00	1,600.00
<b>Total Revenues</b>			<b>1,849,487.57</b>	<b>1,954,301.35</b>	<b>2,085,029.87</b>	<b>2,229,862.64</b>	<b>2,302,719.79</b>

**Expenditures**

City Council (1110)	511100	Regular Employees	9,600.00	9,600.00	4,800.00	4,800.00	4,800.00
	512200	Social Security FICA contrib	595.20	595.20	297.60	297.60	297.60

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City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
	512300	Medicare	139.20	139.20	69.60	69.60	69.60
	512600	Unemployment Insurance	-	-	-	-	-
	521200	Professional	5,500.00	5,500.00	9,000.00	11,700.00	11,700.00
	521210	Legal, Accounting and Audit	30,000.00	30,000.00	15,000.00	20,000.00	20,000.00
	521325	Election Expense	1,500.00	1,500.00	1,000.00	1,000.00	1,000.00
	522200	Repairs & Maintenance	100.00	100.00	100.00	100.00	100.00
	523100	Insurance other than Employee Benefit	4,500.00	4,950.00	5,445.00	8,629.50	9,492.45
	523200	Communications	500.00	500.00	500.00	500.00	500.00
	523300	Advertising	3,000.00	1,500.00	1,500.00	1,500.00	1,500.00
	523400	Printing & Binding	5,000.00	4,000.00	2,000.00	2,000.00	2,000.00
	523500	Travel	4,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	523600	Dues & Fees	5,500.00	5,500.00	6,000.00	6,000.00	6,000.00
	523700	Education & Training	8,000.00	6,000.00	4,500.00	4,500.00	4,500.00
	531100	Supplies	1,000.00	500.00	1,000.00	1,000.00	1,000.00
	531300	Food	1,000.00	2,000.00	1,000.00	1,000.00	1,000.00
<b>Mayor (1310)</b>	511100	Regular Employees	3,600.00	3,600.00	1,800.00	1,800.00	1,800.00
	512200	Social Security FICA contrib	223.20	223.20	111.60	111.60	111.60
	512300	Medicare	52.20	52.20	26.10	26.10	26.10
	512600	Unemployment Insurance	-	-	-	-	-
	512700	Worker's Compensation	-	-	-	-	-
	521200	Professional	-	-	-	-	-
	521210	Legal, Accounting and Audit	-	-	-	-	-
	522210	Vehicle Repairs & Maintenance	-	1,200.00	1,200.00	1,200.00	1,200.00
	523100	Insurance other than Employee Benefit	-	-	-	-	-
	523200	Communications	500.00	300.00	300.00	300.00	300.00
	523300	Advertising	-	-	-	-	-
	523500	Travel	5,000.00	4,500.00	4,000.00	4,000.00	4,000.00

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City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2019		2020		2021		2022		2023	
			Adopted Budget	Adopted Budget	Adopted Budget	Adopted Budget	Proposed Budget	Proposed Budget	Forecasted Budget	Forecasted Budget		
	523600	Dues & Fees	1,000.00	500.00								
	523700	Education & Training	3,000.00	3,000.00			200.00	200.00				200.00
	531100	Supplies	750.00	500.00			2,500.00	2,500.00				2,500.00
	531270	Gasoline/Diesel	-	750.00			500.00	250.00				250.00
	523400	Printing & Binding	-	-			500.00	500.00				500.00
<b>Finance (1510)</b>												
	511100	Regular Employees	27,217.02	30,307.43			14,648.35	33,222.36				33,886.81
	511120	Admin Employees	-	-			-	-				-
	511130	City Manager	43,260.00	44,566.00			23,808.88	23,647.14				24,120.08
	511200	Temporary Employees	-	-			-	-				-
	511300	Overtime	4,000.00	4,000.00			3,000.00	5,000.00				5,000.00
	512100	Group Insurance	28,125.36	29,707.13			28,530.54	46,761.81				51,437.99
	512200	Social Security FICA Contribution	4,617.58	4,890.15			2,570.35	3,835.91				3,906.43
	512300	Medicare	1,079.92	1,143.66			601.13	897.11				913.60
	512400	Retirement Contribution	11,281.17	11,619.61			21,967.80	11,860.45				11,897.66
	512600	Unemployment Insurance	-	-			-	-				-
	512700	Worker's Compensation	2,200.00	1,718.20			1,890.02	2,469.50				2,716.45
	521100	Official/Administrative	1,000.00	1,000.00			1,000.00	1,000.00				1,000.00
	521200	Professional	38,500.00	40,000.00			50,000.00	50,000.00				50,000.00
	521210	Legal, Accounting & Audit	20,000.00	20,000.00			20,000.00	20,000.00				20,000.00
	521300	Technical	6,500.00	6,500.00			6,500.00	7,000.00				7,000.00
	521330	Tax Collection Fees	2,500.00	3,000.00			3,000.00	3,000.00				3,000.00
	521900	Employee Benefits	1,000.00	1,000.00			1,000.00	3,000.00				3,000.00
	521905	Employee Benefit - Uniforms	-	-			-	-				-
	522150	Bank charges	6,000.00	10,000.00			10,000.00	8,000.00				8,000.00
	522200	Repairs & Maintenance	4,000.00	3,000.00			3,000.00	3,000.00				3,000.00
	522210	Vehicle Repairs & Maintenance	250.00	250.00			250.00	250.00				250.00
	522310	Rental of Land/Builings	-	-			-	-				-



City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

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Dept/Class	Account #	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
	522320	Rental of Equip & Vehicles	2,500.00	2,500.00	4,000.00	4,500.00	4,500.00
	523100	Insurance other than Employee Benefit	3,986.40	4,077.70	4,485.47	7,191.80	7,910.98
	523200	Communications	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
	523210	Communications (Postage)	500.00	500.00	500.00	550.00	550.00
	523300	Advertising	2,000.00	1,500.00	1,500.00	1,500.00	1,500.00
	523400	Printing & Binding	5,000.00	3,000.00	3,000.00	3,000.00	3,000.00
	523500	Travel	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	523600	Dues & Fees	3,000.00	3,000.00	4,500.00	5,000.00	5,000.00
	523700	Education & Training	8,000.00	7,000.00	7,000.00	7,000.00	7,000.00
	523800	Uniforms	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	523850	Contract Labor	4,500.00	4,500.00	4,500.00	10,000.00	10,000.00
	523900	Other	2,500.00	10,000.00	4,000.00	4,000.00	4,000.00
	531100	Supplies	10,000.00	9,000.00	14,000.00	13,000.00	13,000.00
	531210	Water/Sewage	200.00	200.00	200.00	200.00	200.00
	531220	Natural Gas	500.00	100.00	200.00	1,000.00	1,000.00
	531230	Electricity	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
	531240	Garbage	-	-	-	-	-
	531270	Gasoline/Diesel	500.00	1,200.00	1,200.00	1,000.00	1,000.00
	531300	Food	1,500.00	500.00	500.00	500.00	500.00
	531400	Books & Periodicals	200.00	200.00	200.00	200.00	200.00
	541012	City Hall Improvements	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	579000	Contingency	-	-	-	-	-
<b>Police (3210)</b>	511100	Regular Employees	493,369.54	528,370.04	495,979.24	532,333.41	542,980.08
	511110	Officers Court Duty	-	-	-	-	-
	511120	Admin Employees	33,002.91	35,313.11	33,812.88	34,030.14	34,710.74
	511300	Overtime	41,223.22	42,047.68	32,061.11	56,553.28	57,684.35
	512100	Group Insurance	131,251.68	138,633.32	133,142.49	151,975.87	167,173.46

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City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

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Dept/Class	Account #	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
	512200	Social Security FICA Contribution	35,190.93	37,555.31	34,834.90	38,620.84	39,393.26
	512300	Medicare	8,230.14	8,783.10	8,146.87	12,928.81	13,941.18
	512400	Retirement Contribution	15,791.17	16,910.49	15,893.76	31,716.36	32,350.69
	512600	Unemployment Insurance	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
	512700	Worker's Compensation	50,371.20	55,408.32	60,949.15	67,044.07	73,748.47
	521200	Professional	3,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	521210	Legal, Accounting & Audit	40,000.00	35,000.00	35,000.00	25,000.00	25,000.00
	521300	Technical	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	521900	Employee Benefits	3,000.00	1,000.00	2,000.00	-	-
	522200	Repairs & Maintenance	5,000.00	4,000.00	4,000.00	4,000.00	4,000.00
	522210	Vehicle Repairs & Maintenance	35,000.00	35,000.00	35,000.00	40,000.00	40,000.00
	522320	Rental of Equip & Vehicles	2,000.00	2,000.00	2,000.00	125,000.00	125,000.00
	523100	Insurance other than Employee Benefit	29,415.10	32,356.61	35,592.27	53,214.70	53,214.70
	523200	Communications	92,000.00	100,000.00	105,000.00	108,000.00	108,000.00
	523210	Communications (Postage)	500.00	400.00	400.00	550.00	550.00
	523300	Advertising	3,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	523400	Printing and Binding	2,500.00	2,000.00	2,000.00	2,000.00	2,000.00
	523500	Travel	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
	523600	Dues & Fees	1,000.00	1,000.00	1,000.00	750.00	750.00
	523700	Education & Training	7,000.00	7,000.00	7,000.00	6,500.00	6,500.00
	523800	Uniforms	11,000.00	11,000.00	11,000.00	10,000.00	10,000.00
	523850	Contract Labor	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	531100	Supplies	5,250.00	5,000.00	5,000.00	5,000.00	5,000.00
	531111	K-9 Supplies	3,000.00	2,000.00	2,000.00	3,500.00	3,500.00
	531200	Inmate Medical & Supplies	1,000.00	8,000.00	8,000.00	4,000.00	4,000.00
	531201	Food	-	-	-	-	-
	531210	Water/Sewage	158.00	158.00	158.00	158.00	158.00
	531220	Natural Gas	1,000.00	200.00	200.00	1,000.00	1,000.00



City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

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Dept/Class	Account #	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
	531230	Electricity	3,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	531270	Gasoline/Diesel	70,000.00	70,000.00	70,000.00	68,000.00	68,000.00
	531400	Books and Periodicals	-	-	-	-	-
	542200	Vehicles	120,000.00	120,000.00	-	-	-
	542300	Furniture & Fixtures	-	-	-	-	-
	542500	Equipment	-	-	-	-	-
<b>Fire Services (3500)</b>	571010	County Contract	237,347.23	222,193.93	261,849.10	226,736.94	233,539.05
<b>Code Enforcement/ Animal Control (3910)</b>	511100	Regular Employees	36,652.00	33,945.60	28,956.25	27,556.48	28,107.61
	511300	Overtime	250.00	250.00	-	5,091.84	5,193.68
	512100	Group Insurance	0.00	9,902.38	9,510.18	11,960.45	13,156.50
	512200	Social Security FICA Contribution	2,287.92	2,120.13	1,795.29	2,024.20	2,064.68
	512300	Medicare	535.08	495.84	419.87	473.40	482.87
	512400	Retirement Contribution	1,099.56	1,018.37	868.69	1,543.16	1,574.03
	512600	Unemployment Insurance	-	-	-	-	-
	512700	Worker's Compensation	-	-	-	-	-
	521200	Professional	1,000.00	1,000.00	1,200.00	1,200.00	1,200.00
	521210	Legal, Accounting & Audit	13,000.00	13,000.00	10,000.00	10,000.00	10,000.00
	521300	Technical	5,000.00	5,000.00	5,000.00	9,000.00	9,000.00
	521900	Employee Benefits	-	1,000.00	-	-	-
	522200	Repairs & Maintenance	2,000.00	1,000.00	1,000.00	1,000.00	1,000.00
	522210	Vehicle Repairs & Maintenance	1,000.00	1,000.00	500.00	1,000.00	1,000.00
	522320	Rental of Equip & Vehicles	150.00	150.00	100.00	100.00	100.00
	523100	Insurance other than Employee Benefit	5,936.70	6,530.37	7,183.41	7,901.75	8,691.92
	523200	Communications	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00

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City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

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Dept/Class	Account #	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
	523210	Communications (Postage)	500.00	500.00	500.00	500.00	500.00
	523300	Advertising	500.00	500.00	500.00	500.00	500.00
	523400	Printing & Binding	250.00	250.00	400.00	1,000.00	1,000.00
	523500	Travel	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	523600	Dues & Fees	500.00	500.00	2,900.00	2,000.00	2,000.00
	523700	Education & Training	1,500.00	1,750.00	2,500.00	2,500.00	2,500.00
	523800	Uniforms	300.00	300.00	350.00	400.00	400.00
	523850	Contract Labor	15,000.00	20,000.00	20,000.00	20,000.00	20,000.00
	523900	Animal Control Expenses	2,000.00	2,000.00	3,000.00	3,000.00	3,000.00
	531100	Supplies	1,000.00	2,000.00	2,000.00	3,000.00	3,000.00
	531210	Water/Sewage	150.00	150.00	250.00	250.00	250.00
	531220	Natural Gas	600.00	600.00	500.00	1,500.00	1,500.00
	531230	Electricity	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00
	531270	Gasoline/Diesel	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
	542200	Vehicles	30,000.00	-	-	-	-
<b>Streets (4210)</b>	511100	Regular Employees	90,303.29	90,044.79	25,337.60	49,419.84	57,089.24
	511120	Admin Employees	-	-	-	-	-
	511130	City Manager	-	-	-	-	-
	511200	Temporary Employees	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	511300	Overtime	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	512100	Group Insurance	37,500.48	39,609.52	43,570.47	20,783.02	22,861.32
	512200	Social Security FICA Contribution	6,528.80	6,512.78	2,500.93	3,994.03	4,469.53
	512300	Medicare	1,526.90	1,523.15	584.90	934.09	1,045.29
	512400	Retirement Contribution	2,709.10	2,701.34	760.13	2,767.51	3,197.00
	512600	Unemployment Insurance	-	-	-	-	-
	512700	Worker's Compensation	18,090.60	29,383.20	32,321.52	35,553.67	39,109.04
	521200	Professional	12,000.00	7,000.00	7,000.00	7,000.00	7,000.00



City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

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Dept/Class	Account #	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
	521210	Legal, Accounting & Audit	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00
	521300	Technical	6,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	521900	Employee Benefits	1,000.00	1,000.00	1,000.00	-	-
	522200	Repairs & Maintenance	10,000.00	9,000.00	9,000.00	9,000.00	9,000.00
	522210	Vehicle Repairs & Maintenance	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	522320	Rental of Equip & Vehicles	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	523100	Insurance other than Employee Benefit	5,936.70	6,530.37	7,183.41	11,506.00	12,656.60
	523200	Communications	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
	523210	Communications (Postage)	500.00	500.00	500.00	500.00	500.00
	523300	Advertising	500.00	500.00	500.00	500.00	500.00
	523400	Printing and Binding	500.00	250.00	500.00	250.00	250.00
	523500	Travel	500.00	500.00	500.00	500.00	500.00
	523600	Dues & Fees	500.00	500.00	500.00	500.00	500.00
	523700	Education & Training	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	523800	Uniforms	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	523850	Contract Labor	5,150.00	5,150.00	5,150.00	5,150.00	5,150.00
	531100	Supplies	15,000.00	18,000.00	18,000.00	18,000.00	18,000.00
	531210	Water/Sewage	500.00	500.00	500.00	500.00	500.00
	531220	Natural Gas	500.00	100.00	200.00	2,000.00	2,000.00
	531230	Electricity	12,000.00	9,000.00	10,000.00	10,000.00	10,000.00
	531270	Gasoline/Diesel	6,500.00	5,500.00	5,500.00	5,500.00	5,500.00
	542200	Vehicles	-	-	-	-	-
	542500	Equipment	1,000.00	1,000.00	2,000.00	1,000.00	1,000.00
<b>Street Lights (4260)</b>	531230	Electricity - Street Lights	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00
<b>Cemetery (4950)</b>	522140	Cemetery	19,000.00	25,000.00	25,000.00	25,000.00	25,000.00

City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

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Dept/Class	Account #	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
Senior Center (5500)	511100	Regular Employees	79,193.00	80,747.00	85,546.76	101,521.56	103,551.99
	511300	Overtime	-	-	-	-	-
	512100	Group Insurance	18,750.24	29,707.14	28,530.53	38,968.17	42,864.99
	512200	Social Security FICA Contribution	4,909.97	5,006.31	5,303.90	6,294.34	6,420.22
	512300	Medicare	1,148.30	1,170.83	1,240.43	1,472.06	1,501.50
	512400	Retirement Contribution	2,375.79	2,422.41	2,566.40	5,685.21	5,798.91
	512600	Unemployment Insurance	400.00	400.00	400.00	400.00	400.00
	512700	Worker's Compensation	1,801.80	2,500.00	2,750.00	3,025.00	3,327.50
	521200	Professional	-	-	100.00	100.00	100.00
	521210	Legal, Accounting & Audit	5,000.00	5,000.00	6,400.00	6,500.00	6,500.00
	521300	Technical	4,500.00	1,500.00	4,000.00	4,000.00	4,000.00
	521900	Employee Benefits	-	1,000.00	1,000.00	-	-
	522200	Repairs & Maintenance	1,200.00	2,000.00	2,500.00	5,000.00	5,000.00
	522210	Vehicle Repairs & Maintenance	2,500.00	2,500.00	1,500.00	1,500.00	1,500.00
	523100	Insurance other than Employee Benefit	70.40	77.44	85.18	143.00	157.30
	523200	Communications	5,000.00	1,500.00	1,500.00	1,500.00	1,500.00
	523210	Communications (Postage)	425.00	425.00	500.00	525.00	525.00
	523300	Advertising	250.00	250.00	500.00	500.00	500.00
	523400	Printing & Binding	450.00	150.00	200.00	200.00	200.00
	523500	Travel	500.00	400.00	400.00	400.00	400.00
	523600	Dues & Fees	200.00	300.00	300.00	300.00	300.00
	523700	Education & Training	500.00	300.00	500.00	500.00	500.00
	523800	Uniforms	800.00	800.00	800.00	800.00	800.00
	523850	Contract Labor	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00
	531100	Supplies	7,500.00	7,500.00	11,000.00	20,000.00	20,000.00
	531210	Water/Sewage	300.00	300.00	300.00	300.00	300.00
	531220	Natural Gas	500.00	500.00	600.00	1,500.00	1,500.00
	531230	Electricity	4,000.00	4,000.00	4,000.00	3,000.00	3,000.00



City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2019		2020		2021		2022		2023	
			Adopted Budget	Adopted Budget	Adopted Budget	Adopted Budget	Adopted Budget	Adopted Budget	Proposed Budget	Proposed Budget	Forecasted Budget	Forecasted Budget
	531270	Gasoline/Diesel	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
	531300	Food	58,000.00	60,000.00	60,000.00	66,000.00	66,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00
	542200	Vehicles	30,000.00	-	-	-	-	-	-	-	-	-
	542500	Equipment	-	-	-	-	-	-	-	-	-	-
	579000	Contingency	-	-	-	-	-	-	-	-	-	-
<b>Parks &amp; Rec (6120)</b>	511100	Regular Employees	39,392.00	15,366.85	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,200.00	10,200.00	10,200.00
	511300	Overtime	2,000.00	-	-	-	-	-	-	-	-	-
	512100	Group Insurance	9,375.12	-	-	-	-	-	-	-	-	-
	512200	Social Security FICA Contribution	2,566.30	952.74	620.00	620.00	620.00	620.00	620.00	632.40	632.40	632.40
	512300	Medicare	600.18	222.82	145.00	145.00	145.00	145.00	145.00	147.90	147.90	147.90
	512400	Retirement Contribution	1,181.76	-	-	-	-	-	-	-	-	-
	512600	Unemployment Insurance	-	-	-	-	-	-	-	-	-	-
	512700	Worker's Compensation	5,703.50	6,273.85	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,300.00	3,300.00	3,300.00
	521200	Professional	2,000.00	15,000.00	2,500.00	2,500.00	2,500.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
	521210	Legal, Accounting & Audit	7,500.00	7,500.00	4,000.00	4,000.00	4,000.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
	521300	Technical	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	521900	Employee Benefits	1,000.00	-	-	-	-	-	-	-	-	-
	522200	Repairs & Maintenance	7,000.00	7,000.00	7,500.00	7,500.00	7,500.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
	522210	Vehicle Repairs & Maintenance	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	-	-	-	-
	522320	Rental of Equip & Vehicles	500.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00
	523100	Insurance other than Employee Benefit	70.40	77.44	100.00	100.00	100.00	143.00	143.00	200.00	200.00	200.00
	523200	Communications	6,000.00	6,000.00	5,000.00	5,000.00	5,000.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
	523210	Communications (Postage)	500.00	500.00	500.00	500.00	500.00	400.00	400.00	400.00	400.00	400.00
	523300	Advertising	1,500.00	400.00	400.00	400.00	400.00	300.00	300.00	300.00	300.00	300.00
	523400	Printing & Binding	500.00	400.00	400.00	400.00	400.00	200.00	200.00	200.00	200.00	200.00
	523500	Travel	1,500.00	500.00	500.00	500.00	500.00	200.00	200.00	200.00	200.00	200.00
	523600	Dues & Fees	500.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00

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City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2019		2020		2021		2022		2023	
			Adopted Budget	Adopted Budget	Adopted Budget	Adopted Budget	Proposed Budget	Proposed Budget	Forecasted Budget	Forecasted Budget		
	523700	Education & Training	1,500.00	500.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00
	523800	Uniforms	500.00	500.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00
	523850	Contract Labor	5,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00
	531100	Supplies	12,000.00	12,000.00	15,000.00	15,000.00	15,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
	531210	Water/Sewage	1,500.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	531220	Natural Gas	800.00	500.00	800.00	800.00	800.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
	531230	Electricity	3,500.00	4,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00
	531270	Gasoline/Diesel	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
	531300	Food	500.00	500.00	500.00	500.00	500.00	200.00	200.00	200.00	200.00	200.00
	542500	Equipment	-	-	-	-	-	-	-	-	-	-
	579000	Contingency	-	-	-	-	-	-	-	-	-	-
<b>Bldg &amp; Zoning (7410)</b>			40,000.00	45,000.00	45,000.00	45,000.00	45,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00
	523700	Education & Training	-	-	-	-	-	-	-	-	-	-
<b>Contingency (1052)</b>			-	17,533.00	73,983.87	73,983.87	-	-	-	-	-	-
		GF Allocation to Utilities Funds	-	(428,931.84)	-	-	-	-	-	-	-	-

<b>Total Expenditures</b>			2,748,549.26	2,348,138.44	2,601,836.92	2,601,836.92	2,866,884.67	2,866,884.67	2,943,508.34	2,943,508.34	2,943,508.34	2,943,508.34
<b>Excess (Shortage) of Revenues versus Operating Expenditures</b>			(899,061.70)	(393,837.09)	(516,807.04)	(516,807.04)	(637,022.03)	(637,022.03)	(640,788.55)	(640,788.55)	(640,788.55)	(640,788.55)

City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
General Fund (Fund 100)

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Dept/Class	Account #	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
<b>Other Financing Sources (Uses)</b>							
		Sale of Capital Assets	-	-	-	-	-
	581000	Debt Service Interest	-	-	-	-	-
	391100	Operating transfers in - from Muni Court	303,498.61	196,587.09	151,377.77	129,453.38	144,602.05
		Transfers in - Utility Funds - Fund Balanc	406,938.08	-	105,000.00	175,824.65	250,532.50
	391100	Operating transfers in - from Utilities Fun	128,625.00	137,250.00	-	-	-
	391100	Operating transfers in - from Electric Fun	-	-	101,250.00	-	-
	391100	Operating transfers in - from Gas Fund	-	-	34,200.00	-	-
		Fund Balance - General Fund - xfrs in	-	-	-	-	245,654.00
		Fund Balance - Municipal Court - xfrs in	-	-	124,979.27	331,744.00	-
		Fund Balance - Solid Waste Fund	60,000.00	60,000.00	-	-	-
		Fund Balance - Utilities Funds	-	-	-	-	-
	9000	Transfers out	-	-	-	-	-

**Income (Loss) after Other Financing Sources (Uses)**

\$ (0.00) \$ 0.00 \$ (0.00) \$ 0.00 \$ 0.00

**CITY OF GRANTVILLE, GEORGIA**  
**SUMMARY OF REVENUES, EXPENDITURES, AND**  
**OTHER FINANCING SOURCES**  
**MUNICIPAL COURT FUND (FUND 745)**  
**SUMMARY OF PROPOSED FY 2022 BUDGET**

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	FY 2022
<b>REVENUES</b>	
Fines & Forfeitures*	\$ 395,000
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<b>Total Revenues</b>	<b>\$ 395,000</b>
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<b>EXPENDITURES</b>	
Court*	\$ 265,547
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<b>Total Operating Expenditures</b>	<b>265,547</b>
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<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ 129,453</b>
	<hr/>
<b>OTHER FINANCING SOURCES (USES)</b>	
Operating Transfers Out - Gen Fund	\$ (129,453)
	<hr/>
<b>Total Other Financing Sources (Uses)</b>	<b>\$ (129,453)</b>
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<b>EXCESS (DEFICIENCY) OF REVENUES &amp; OTHER FINANCING SOURCES VERSUS EXPENDITURES</b>	<b>\$ -</b>
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*\* Included in General Fund (Fund 100) up through Fiscal Year 2016*



City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Municipal Court Fund (Fund 745)

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Dept/Class	Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
<b>Revenues</b>							
<b>Fines &amp; Forfeitures</b>							
	351100	Court Fines	\$ 385,000.00	\$ 330,000.00	\$ 370,000.00	\$ 335,000.00	\$ 335,000.00
	351200	Bonds	0.00	0.00	0.00	0.00	0.00
	351320	Cash Confiscation Revenue	-	-	-	-	-
	351400	Court - FTA	45,000.00	35,000.00	25,000.00	20,000.00	20,000.00
	351920	Technology Assessment Fee	40,000.00	20,000.00	20,000.00	40,000.00	40,000.00
<b>Total Revenues</b>			<b>470,000.00</b>	<b>385,000.00</b>	<b>415,000.00</b>	<b>395,000.00</b>	<b>395,000.00</b>

<b>Expenditures</b>							
<b>Court (3230)</b>							
	351900	Other (Indigent Defense Fund)	8,000.00	8,000.00	17,000.00	20,000.00	20,000.00
	511100	Regular Employees	38,922.99	39,677.00	40,190.02	53,831.19	37,288.54
	511120	Admin Employees (Bailiffs)	2,000.00	6,000.00	6,000.00	6,000.00	6,000.00
	511200	Temporary Employees	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
	511300	Overtime	-	-	-	6,000.00	6,000.00
	512100	Group Insurance	-	-	10,566.86	16,236.74	17,860.41
	512200	Social Security FICA Contributio	3,281.23	3,575.97	3,607.78	4,453.53	3,427.89
	512300	Medicare	767.38	836.32	843.76	1,041.55	801.68
	512400	Retirement Contribution	1,167.69	1,190.31	1,205.70	3,014.55	2,088.16
	512700	Worker's Compensation	1,775.40	1,952.94	2,148.23	2,363.06	2,599.36
	521200	Professional	8,000.00	4,000.00	4,000.00	9,000.00	9,000.00
	521210	Legal, Accounting & Audit	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00
	521220	RC Judge	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00
	521230	Solicitor	-	-	-	-	-

City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Municipal Court Fund (Fund 745)

Dept/Class	Account Number	Account Description	2019		2020		2021		2022		2023	
			Adopted Budget	Adopted Budget	Adopted Budget	Adopted Budget	Proposed Budget	Proposed Budget	Forecasted Budget	Forecasted Budget		
	521300	Technical	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
	521350	Technology Upgrade Fund - Cot	16,000.00	16,000.00	16,000.00	16,000.00	8,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00
	521355	Technology Upgrade Fund - PD	24,000.00	24,000.00	24,000.00	24,000.00	12,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00
	521900	Employee Benefits	-	-	-	-	-	-	-	-	-	-
	522200	Repairs & Maintenance	250.00	250.00	250.00	250.00	250.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
	522320	Rental of Equip & Vehicles	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	523100	Insurance other than Employee I	5,936.70	5,936.70	6,530.37	6,530.37	7,509.93	11,506.00	11,506.00	11,506.00	13,231.90	13,231.90
	523200	Communications	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
	523210	Communications (Postage)	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
	523300	Advertising	100.00	100.00	100.00	100.00	100.00	500.00	500.00	500.00	500.00	500.00
	523400	Printing & Binding	500.00	500.00	500.00	500.00	600.00	700.00	700.00	700.00	700.00	700.00
	523500	Travel	3,500.00	3,500.00	3,500.00	3,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	523600	Dues & Fees	500.00	500.00	500.00	500.00	500.00	700.00	700.00	700.00	700.00	700.00
	523700	Education & Training	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	523800	Uniforms	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
	523850	Contract Labor	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
	523900	Other	-	-	-	-	-	-	-	-	-	-
	531100	Supplies	2,200.00	2,200.00	2,200.00	2,200.00	4,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
	531210	Water/Sewage	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
	531220	Natural Gas	300.00	300.00	300.00	300.00	300.00	900.00	900.00	900.00	900.00	900.00
	531230	Electricity	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
	552400	"Add On" Fines (Paid to GSCCC	-	-	-	-	-	-	-	-	-	-
	579000	Contingencies	-	-	-	-	-	-	-	-	-	-

Total Expenditures 186,501.39 188,412.91 193,122.27 265,546.62 250,397.95

Excess (Shortage) of Revenues versus

City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Municipal Court Fund (Fund 745)

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Dept/Class	Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
<b>Operating Expenditures</b>			283,498.61	196,587.09	221,877.73	129,453.38	144,602.05
<b>Other Financing Sources (Uses)</b>							
		Sale of Capital Assets	-	-	-	-	-
581000		Debt Service Interest	-	-	-	-	-
391100		Operating transfers in - Utilities f	-	-	-	-	-
		Fund Balance - General Fund - t	-	-	-	-	-
3210	611000	Fund Balance - Tech Upgrade	20,000.00	-	-	-	-
9000	611000	Transfers out	-	-	-	-	-
		Transfers out - to Gen Fund	(303,498.61)	(196,587.09)	(221,877.73)	(129,453.38)	(144,602.05)

**Income (Loss) after Other Financing Sources (Uses)**  
\$ - \$ - \$ - \$ - \$ -

CITY OF GRANTVILLE, GEORGIA

PROPRIETARY FUNDS

SUMMARY OF PROPOSED FY 2022 BUDGETS

	Business-Type Activities - Enterprise Funds					Totals
	Water & Sewer Fund	Electric Fund	Gas Fund	Solid Waste Fund		
<b>OPERATING REVENUE</b>						
Charges for Sales and Services	\$ 1,039,200	\$ 1,455,000	\$ 466,200	\$ 215,000	\$ 3,175,400	
<b>Total Operating Revenues</b>	<b>1,039,200</b>	<b>1,455,000</b>	<b>466,200</b>	<b>215,000</b>	<b>3,175,400</b>	
<b>OPERATING EXPENSES</b>						
Cost of Sales & Services	265,000	865,000	125,000	195,000	1,450,000	
General Operating Costs	898,638	405,875	281,250	22,400	1,608,163	
Depreciation & Amortization	250,000	118,000	48,000	0	416,000	
<b>Total Operating Expenses</b>	<b>1,413,638</b>	<b>1,388,875</b>	<b>454,250</b>	<b>217,400</b>	<b>3,474,163</b>	
<b>EXCESS (SHORTAGE) OF OPERATING REVENUE VERSUS OPERATING EXPENSES</b>	<b>(374,438)</b>	<b>66,125</b>	<b>11,950</b>	<b>(2,400)</b>	<b>(298,763)</b>	
Debt Service Interest Expense	(35,051)	0	0	0	(35,051)	
Investment Interest Income (Loss)	0	43,000	23,000	0	66,000	
Capital Contributions	76,242	0	0	0	76,242	
Transfers In - Other Funds	144,075	0	0	0	144,075	
Transfers Out - Other Funds - 7.5% of Revenues	0	(109,125)	(34,950)	0	(144,075)	
Operating Transfers Out - GEFA	(113,967)	0	0	0	(113,967)	
Transfers In - Fund Balance	303,139	0	0	2,400	305,539	
Other	0	0	0	0	0	
Contingency for Future Operations / Improvements	0	0	0	0	0	
<b>INCOME (LOSS) AFTER OTHER FINANCING SOURCES (USES)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

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City of Grantville  
City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Water & Sewer Fund (Fund 505)

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Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
<b>Revenues</b>						
505-0000-		\$	\$	\$	\$	\$
344210	Water charges	478,000.00	487,000.00	487,000.00	520,000.00	520,000.00
344211	Water tap fee	25,000.00	5,500.00	5,500.00	-	-
344230	Sewage charges	412,000.00	413,000.00	413,000.00	445,000.00	445,000.00
344231	Sewer tap fee	20,000.00	21,000.00	21,000.00	-	-
344291	Connect fee	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00
344290	Late fee	70,900.00	70,400.00	70,400.00	60,000.00	60,000.00
381000	Rents	-	-	-	-	-
381000	Interest revenues	100.00	100.00	100.00	200.00	200.00
		<b>1,020,000.00</b>	<b>1,011,000.00</b>	<b>1,011,000.00</b>	<b>1,039,200.00</b>	<b>1,039,200.00</b>

**Total Revenues**

Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
<b>Expenditures</b>						
505-4420						
531510	Water Purchased	-	-	-	-	-
505-4440-						
531510	Water Purchased	245,000.00	265,000.00	265,000.00	265,000.00	265,000.00
505-4330-						
511100	Regular employees	78,996.51	79,250.40	119,629.95	150,232.08	159,917.72
511120	Admin employees	-	-	-	-	-
511130	City manager	7,210.00	7,427.68	13,888.51	13,794.17	14,070.05
511300	Overtime	5,000.00	5,000.00	6,002.00	15,000.00	15,000.00
512100	Group insurance	9,375.12	9,902.38	29,217.45	35,808.90	39,389.79
512200	Social Security FICA contrib	5,654.80	5,684.04	8,650.27	11,099.63	11,717.24
512300	Medicare	1,322.49	1,329.33	2,023.05	2,595.88	2,740.32
512400	Retirement Contribution	2,736.20	2,750.34	4,185.61	10,025.47	10,583.32
512600	Unemployment insurance	240.00	240.00	240.00	240.00	240.00
512700	Worker's compensation	3,043.26	3,347.59	3,682.34	4,050.58	4,455.64
521900	Employee benefits	-	-	-	-	-

City of Grantville  
City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Water & Sewer Fund (Fund 505)

		*****			*****		
		2019	2020	2021	2022	2023	
Account Number	Account Description	Adopted Budget	Adopted Budget	Adopted Budget	Proposed Budget	Forecasted Budget	
505-4440	511100 Regular employees	76,279.20	76,504.24	122,681.24	155,232.08	165,017.72	
	511120 Admin employees	-	-	-	-	-	
	511130 City manager	7,210.00	7,427.68	13,888.51	13,794.17	14,070.05	
	511300 Overtime	5,000.00	5,000.00	6,002.00	15,000.00	15,300.00	
	512100 Group insurance	9,375.12	9,902.38	30,903.16	38,366.68	42,203.35	
	512200 Social Security FICA contrib	5,486.33	5,513.78	8,839.45	11,409.63	12,052.04	
	512300 Medicare	1,283.09	1,289.51	2,067.29	2,668.38	2,818.62	
	512400 Retirement Contribution	1,582.25	1,629.71	1,678.61	8,693.00	9,240.99	
	512600 Unemployment insurance	200.00	200.00	200.00	200.00	200.00	
	512700 Worker's compensation	5,808.00	6,388.80	7,027.68	7,730.45	8,503.49	
	521900 Employee benefits	-	-	-	-	-	
505-4330	521200 Professional	1,000.00	1,000.00	12,000.00	35,000.00	35,000.00	
	521210 Legal, accounting and audit	6,000.00	6,000.00	8,000.00	8,000.00	8,000.00	
	521300 Technical	60,000.00	89,256.00	98,181.60	100,000.00	100,000.00	
	521900 Employee benefits	-	-	-	-	-	
	522200 Repairs and maintenance	8,000.00	8,000.00	9,500.00	16,000.00	16,000.00	
	522210 Repairs and maintenance (vehicles)	2,000.00	2,000.00	2,500.00	2,500.00	2,500.00	
	522320 Rental of equip and vehicles	1,000.00	1,000.00	3,000.00	28,000.00	28,000.00	
	523100 Insurance other than emp benefit	5,545.10	6,099.61	6,709.57	10,068.30	11,075.13	
	523200 Communications	1,500.00	1,500.00	2,000.00	2,000.00	2,000.00	
	523210 Communications (postage)	1,200.00	1,200.00	1,500.00	1,500.00	1,500.00	
	523300 Advertising	300.00	300.00	300.00	300.00	300.00	
	523400 Printing and Binding	290.00	290.00	400.00	1,000.00	1,000.00	
	523500 Travel	110.00	110.00	110.00	110.00	110.00	
	523600 Dues and Fees	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
	523700 Education and Training	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
	523800 Uniforms	500.00	500.00	1,200.00	1,500.00	1,500.00	
	523850 Contract Labor	4,500.00	4,500.00	6,000.00	11,000.00	11,000.00	

City of Grantville  
City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Water & Sewer Fund (Fund 505)

		*****			*****		
Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget	
523900	Other	3,000.00	3,000.00	-	-	-	
531100	Supplies	28,000.00	28,000.00	16,000.00	16,000.00	16,000.00	
531210	Water/Sewage	72,000.00	72,000.00	7,500.00	7,500.00	7,500.00	
531220	Natural Gas	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
531230	Electricity	26,000.00	26,000.00	24,000.00	24,000.00	24,000.00	
531270	Gasoline/Diesel	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
542200	Vehicles	25,000.00	25,000.00	-	-	-	
542500	Equipment	-	-	-	-	-	
521200	Professional	22,000.00	22,000.00	28,000.00	28,000.00	28,000.00	
521210	Legal, accounting and audit	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	
521300	Technical	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	
521900	Employee benefits	1,000.00	1,000.00	-	-	-	
521905	Employee benefit - uniforms	-	-	-	-	-	
522150	Bank charges	-	-	-	-	-	
522200	Repairs and maintenance	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	
522210	Repairs and maintenance (vehicles)	2,000.00	2,000.00	2,000.00	2,500.00	2,500.00	
522320	Rental of equip and vehicles	500.00	500.00	500.00	500.00	500.00	
523100	Insurance other than emp benefit	5,454.90	6,000.39	6,600.43	10,068.30	11,075.13	
523200	Communications	8,000.00	8,000.00	8,500.00	8,500.00	8,500.00	
523210	Communications (postage)	1,000.00	1,000.00	1,225.00	1,500.00	1,500.00	
523300	Advertising	1,000.00	1,000.00	500.00	500.00	500.00	
523400	Printing and Binding	300.00	300.00	400.00	400.00	400.00	
523500	Travel	250.00	250.00	250.00	250.00	250.00	
523600	Dues and Fees	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	
523700	Education and Training	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
523800	Uniforms	1,000.00	1,000.00	1,500.00	1,500.00	1,500.00	
523850	Contract Labor	6,200.00	6,200.00	12,000.00	20,000.00	20,000.00	
523900	Other	-	-	-	-	-	

City of Grantville  
City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Water & Sewer Fund (Fund 505)

Account Number	Account Description	2019		2020		2021		2022		2023	
		Adopted Budget	Adopted Budget	Adopted Budget	Adopted Budget	Adopted Budget	Adopted Budget	Proposed Budget	Proposed Budget	Forecasted Budget	Forecasted Budget
531100	Supplies	9,000.00	9,000.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00
531210	Water/Sewage	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
531220	Natural Gas	300.00	300.00	300.00	300.00	300.00	300.00	1,000.00	1,000.00	1,000.00	1,000.00
531230	Electricity	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
531270	Gasoline/Diesel	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
542200	Vehicles	-	-	-	-	-	-	-	-	-	-
542500	Equipment	-	-	-	-	-	-	-	-	-	-
574000	Bad Debts	-	-	-	-	-	-	-	-	-	-
724420	Other	-	-	-	-	-	-	-	-	-	-
505-4410	Depreciation expense	268,000.00	263,680.00	263,680.00	263,680.00	263,680.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00
505-4410	Amortization expense	320.00	320.00	320.00	320.00	320.00	-	-	-	-	-
<b>Total Expenditures</b>		<b>1,093,072.37</b>	<b>1,142,093.87</b>	<b>1,233,988.72</b>	<b>1,413,637.69</b>	<b>1,447,230.62</b>					
<b>Excess (Shortage) of Revenues versus Operating Expenditures</b>											
		<b>(73,072.37)</b>	<b>(131,093.87)</b>	<b>(222,988.72)</b>	<b>(374,437.69)</b>	<b>(408,030.62)</b>					
<b>Other Financing Sources (Uses)</b>											
505-	374215 Contributions for cap assets	80,000.00	80,000.00	76,242.00	76,242.00	76,242.00	76,242.00	76,242.00	76,242.00	76,242.00	76,242.00
505-	582300 Debt Service Interest	(42,670.00)	(42,670.00)	(35,051.00)	(35,051.00)	(35,051.00)	(35,051.00)	(35,051.00)	(35,051.00)	(35,051.00)	(35,051.00)
505-	391100 Operating transfers in	164,896.37	221,537.87	-	-	-	-	-	-	-	-
505-	391100 Operating transfers in - Electric Fund	-	-	101,250.00	101,250.00	101,250.00	109,125.00	109,125.00	109,125.00	109,125.00	109,125.00
505-	391100 Operating transfers in - Gas Fund	-	-	34,200.00	34,200.00	34,200.00	34,950.00	34,950.00	34,950.00	34,950.00	34,950.00
505-	Utilities Fund Balance - transfers in	-	-	132,853.72	132,853.72	132,853.72	303,138.69	303,138.69	303,138.69	303,138.69	303,138.69
505-4330	Operating transfers out (GEFA)	(24,389.00)	(21,085.00)	(17,669.00)	(17,669.00)	(17,669.00)	(22,000.00)	(22,000.00)	(22,000.00)	(22,000.00)	(22,000.00)
505-4440	Operating transfers out (GEFA)	(104,765.00)	(106,689.00)	(93,837.00)	(91,967.00)	(91,967.00)	(91,967.00)	(91,967.00)	(91,967.00)	(91,967.00)	(91,967.00)



City of Grantville  
 City of Grantville  
 Trend Analysis for FY 2022 & FY 2023 Budgets  
 Water & Sewer Fund (Fund 505)

Account Number	Account Description	*****				*****	
		2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget	
505-4330	381004 Contingency for Future Operations	-	-	25,000.00	-	-	
		\$ (0.00)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00

City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Electric Fund (Fund 510)

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Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
<b>Revenues</b>						
510-0000-		\$ 1,320,000.00	\$ 1,300,000.00	\$ 1,300,000.00	\$ 1,404,000.00	\$ 1,404,000.00
344310	Electric charges					
344311	Yard lights	50,000.00	50,000.00	50,000.00	51,000.00	51,000.00
344312	Reconnect fees	3,200.00	3,200.00	3,200.00	-	-
344314	Late charges	400.00	400.00	400.00	-	-
361000	Interest revenues	-	-	-	-	-
381003	Sale of Excess Capacity	1,000.00	1,000.00	1,000.00	-	-
		<b>1,374,600.00</b>	<b>1,354,600.00</b>	<b>1,354,600.00</b>	<b>1,455,000.00</b>	<b>1,455,000.00</b>

Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
<b>Expenditures</b>						
510-4600-		835,000.00	900,000.00	900,000.00	865,000.00	865,000.00
511100	Electricity Purchases	91,587.12	92,414.31	88,357.42	117,031.25	119,371.88
511120	Admin employees	-	-	-	-	-
511130	City manager	7,210.00	7,427.68	13,888.51	13,794.17	14,070.05
511300	Overtime	7,000.00	7,000.00	8,002.00	11,600.00	11,600.00
512100	Group insurance	18,750.24	19,804.76	19,073.21	20,462.23	22,508.45
512200	Social Security FICA contrib	6,559.42	6,624.20	6,835.37	8,830.38	8,992.60
512300	Medicare	1,534.06	1,549.21	1,598.59	2,065.17	2,103.11
512400	Retirement Contribution	3,173.91	3,205.26	3,307.44	6,553.75	6,684.83
512600	Unemployment insurance	450.00	450.00	450.00	450.00	450.00
512700	Worker's compensation	4,467.00	4,913.70	5,405.07	5,945.58	6,540.13
521900	Employee benefits	1,000.00	1,000.00	1,000.00	-	0.00
521200	Professional	1,600.00	1,600.00	1,600.00	4,000.00	4,000.00
521210	Legal, accounting and audit	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00
521300	Technical	14,000.00	12,000.00	12,000.00	14,000.00	14,000.00
521905	Employee benefit - uniforms	-	-	-	-	-

City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Electric Fund (Fund 510)

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Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
522150	Bank charges	-	-	-	-	-
522200	Repairs and maintenance	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
522210	Repairs and maintenance (vehicles)	5,000.00	5,000.00	6,500.00	6,500.00	6,500.00
522320	Rental of equip and vehicles	1,000.00	1,000.00	1,000.00	26,000.00	26,000.00
523100	Insurance other than emp benefit	5,823.40	6,405.74	7,046.31	10,068.30	11,075.13
523200	Communications	3,550.00	3,550.00	3,550.00	3,550.00	3,550.00
523210	Communications (postage)	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
523300	Advertising	350.00	350.00	500.00	500.00	500.00
523400	Printing and Binding	300.00	300.00	750.00	750.00	750.00
523500	Travel	450.00	450.00	500.00	500.00	500.00
523600	Dues and Fees	2,400.00	2,400.00	2,400.00	2,000.00	2,000.00
523700	Education and Training	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
523800	Uniforms	2,000.00	2,000.00	2,500.00	2,500.00	2,500.00
523850	Contract Labor	4,500.00	4,500.00	21,000.00	40,000.00	40,000.00
523900	Other	150.00	150.00	150.00	150.00	150.00
531100	Supplies	20,000.00	15,000.00	20,000.00	40,000.00	40,000.00
531210	Water/Sewage	100.00	200.00	200.00	200.00	200.00
531220	Natural Gas	280.00	280.00	280.00	900.00	900.00
531230	Electricity	6,000.00	3,000.00	3,000.00	3,000.00	3,000.00
531270	Gasoline/Diesel	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
542200	Vehicles	25,000.00	25,000.00	-	-	-
542500	Equipment	-	-	-	-	-
563000	Depreciation Expense	106,000.00	106,000.00	103,000.00	118,000.00	118,000.00
574000	Bad Debts	6,000.00	3,000.00	3,000.00	1,000.00	1,000.00
579000	Contingency	-	-	-	41,724.18	35,128.82
<b>Total Expenditures</b>		<b>1,203,035.15</b>	<b>1,258,374.86</b>	<b>1,258,693.93</b>	<b>1,388,875.00</b>	<b>1,388,875.00</b>

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City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Electric Fund (Fund 510)

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Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
	<b>Excess (Shortage) of Revenues versus</b>					
	<b>Operating Expenditures</b>	<b>171,564.85</b>	<b>96,225.14</b>	<b>95,906.07</b>	<b>66,125.00</b>	<b>66,125.00</b>
363000	Unrealized Gain or Loss	-	75,000.00	60,000.00	43,000.00	43,000.00
371000	Contrib from Capital Assets	-	-	-	-	-
381003	Sale of Excess Capacity	-	-	-	-	-
391100	Operating transfers in	-	-	-	-	-
4600	Operating transfers out - 7.5% of revs	(99,000.00)	(101,250.00)	(101,250.00)	(109,125.00)	(109,125.00)
9000	Operating transfers out	-	-	-	-	-
381004	Contingency for Future Operations	72,564.85	69,975.14	54,656.07	-	-
	<b>Income (Loss) after Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (0.00)</b>	<b>\$ 0.00</b>

City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Gas Fund (Fund 515)

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Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
<b>Revenues</b>						
515-0000-		\$	\$	\$	\$	\$
344410	Gas charges		480,000.00	456,000.00	466,000.00	466,000.00
344413	Tap fees		-	-	-	-
361000	Interest revenues		-	-	200.00	200.00
344600	MGAG portfolio return	18,000.00	22,000.00	24,000.00	23,000.00	23,000.00
		<b>413,000.00</b>	<b>502,000.00</b>	<b>480,000.00</b>	<b>489,200.00</b>	<b>489,200.00</b>
<b>Total Revenues</b>						
<b>Expenditures</b>						
515-4700						
531520	Gas	160,000.00	165,000.00	165,000.00	125,000.00	125,000.00
511100	Regular employees	37,985.80	38,900.75	74,179.11	101,633.02	103,665.68
511120	Admin employees					
511130	City manager	7,210.00	7,427.68	13,888.51	13,794.17	14,070.05
511300	Overtime	5,000.00	5,000.00	6,002.00	11,000.00	11,000.00
512100	Group insurance	9,375.12	9,902.38	14,001.11	12,788.89	14,067.78
512200	Social Security FICA contrib	5,269.47	3,182.36	5,832.32	7,838.49	7,981.62
512300	Medicare	1,232.38	1,257.02	1,282.16	1,307.81	1,333.96
512400	Retirement Contribution	1,505.87	1,705.44	1,739.55	5,691.45	5,805.28
512600	Unemployment insurance	400.00	400.00	400.00	400.00	400.00
512700	Worker's compensation	2,735.70	3,009.27	3,310.20	3,641.22	4,005.34
521900	Employee benefits		1,000.00			
521200	Professional	1,000.00	1,000.00	1,500.00	3,200.00	3,200.00
521210	Legal, accounting and audit	4,500.00	4,950.00	5,500.00	6,000.00	6,000.00
521300	Technical	20,000.00	20,000.00	23,000.00	24,000.00	24,000.00
521905	Employee benefit - uniforms					
522150	Bank charges					
522200	Repairs and maintenance	3,000.00	700.00	1,500.00	1,500.00	1,500.00
522210	Repairs and maintenance (vehicles)	1,400.00	1,400.00	1,500.00	4,000.00	4,000.00
522320	Rental of equip and vehicles	800.00	500.00	500.00	25,500.00	25,500.00
523100	Insurance other than emp benefit	5,500.00	6,050.00	6,655.00	10,068.30	11,075.13
523200	Communications	2,100.00	2,310.00	2,400.00	2,400.00	2,400.00

City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Gas Fund (Fund 515)

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Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
523210	Communications (postage)	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
523300	Advertising	300.00	300.00	300.00	300.00	300.00
523400	Printing and Binding	600.00	600.00	1,200.00	1,200.00	1,200.00
523500	Travel	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
523600	Dues and Fees	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
523700	Education and Training	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
523800	Uniforms	800.00	800.00	800.00	1,350.00	1,350.00
523850	Contract Labor	4,700.00	4,700.00	20,000.00	9,000.00	9,000.00
523900	Other	-	-	-	-	-
531100	Supplies	5,000.00	5,000.00	9,000.00	9,000.00	9,000.00
531210	Water/Sewage	200.00	200.00	200.00	200.00	200.00
531220	Natural Gas	300.00	300.00	750.00	1,600.00	1,600.00
531230	Electricity	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
531270	Gasoline/Diesel	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
542200	Vehicles	25,000.00	25,000.00	-	-	-
542500	Equipment	-	-	-	-	-
563000	Depreciation expense	46,000.00	46,000.00	45,655.00	48,000.00	48,000.00
574000	Bad Debts	2,500.00	2,500.00	2,500.00	100.00	100.00
579000	Contingency	-	-	-	13,436.66	8,195.16
581000	Debt service	-	-	-	-	-
582000	Interest expense	-	-	-	-	-
<b>Total Expenditures</b>		<b>364,714.34</b>	<b>369,394.91</b>	<b>418,894.96</b>	<b>454,250.00</b>	<b>454,250.00</b>

**Excess (Shortage) of Revenues versus  
Operating Expenditures**

515-	371000	Contrib from Capital Assets	-	-	-	-
	391100	Operating transfers in	-	-	-	-
			<b>48,285.66</b>	<b>61,105.04</b>	<b>34,950.00</b>	<b>34,950.00</b>

City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Gas Fund (Fund 515)

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Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
611000	Operating transfers out - 7.5% of revs	(29,625.00)	(36,000.00)	(34,200.00)	(34,950.00)	(34,950.00)
381004	Contingency for Future Operations	18,660.66	96,605.09	26,905.04	-	-
<b>Income (Loss) after Other Financing Sources (Uses)</b>		<b>\$ (0.00)</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

City of Grantville  
Trend Analysis for FY 2022 & FY 2023 Budgets  
Solid Waste Fund (Fund 540)

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Account Number	Account Description	2019 Adopted Budget	2020 Adopted Budget	2021 Adopted Budget	2022 Proposed Budget	2023 Forecasted Budget
<b>Revenues</b>						
540-0000-	344110 Refuse collection fees	\$ 200,000.00	\$ 200,000.00	\$ 203,000.00	\$ 215,000.00	\$ 216,000.00
<b>Total Revenues</b>		<b>200,000.00</b>	<b>200,000.00</b>	<b>203,000.00</b>	<b>215,000.00</b>	<b>216,000.00</b>
<b>Expenditures</b>						
540-4500-	511100 Regular Employees	14,005.00	14,445.55	13,023.30	19,791.93	20,187.77
	512200 Social Security FICA Contribution	868.31	885.68	807.44	1,227.10	1,251.64
	512300 Medicare	203.07	207.13	188.84	286.98	292.72
	512400 Retirement Contribution	420.15	432.75	390.70	593.76	605.63
	523900 Contract Refuse Collection	184,000.00	183,689.34	195,000.00	195,000.00	196,000.00
	574000 Bad Debts	503.47	500.00	500.00	500.00	500.00
<b>Total Expenditures</b>		<b>200,000.00</b>	<b>200,160.45</b>	<b>209,910.28</b>	<b>217,399.77</b>	<b>218,837.77</b>
<b>Excess (Shortage) of Operating Revenues versus Operating Expenditures</b>		<b>(0.00)</b>	<b>(160.45)</b>	<b>(6,910.28)</b>	<b>(2,399.77)</b>	<b>(2,837.77)</b>
540-	391100 Operating transfers in	-	-	-	-	-
540-4500-	611000 Operating transfers out	-	-	-	-	-
	381004 Fund Balance -Transfers in	-	160.45	6,910.28	2,399.77	2,837.77
	381004 Fund Balance -Transfers to	-	-	-	-	-
	381004 Contingency for Future Operations	-	-	-	-	-
<b>Income (Loss) after Other Financing Sources (Uses)</b>		<b>\$ (0.00)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**CITY OF GRANTVILLE, GEORGIA**  
**SPECIAL REVENUE FUNDS**  
**DRUG FUND (FUND 210)**  
**PROPOSED FY 2022 BUDGET**

**DRUG FUND (FUND 210)**

**REVENUES**

<b>Confiscations (210-0000-351320)</b>	<b>\$ 250,000</b>
<b>Other</b>	<b>0</b>
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<b>Total Revenues</b>	<b><u>\$ 250,000</u></b>

**EXPENDITURES**

<b>Public Safety (210-3210-523900)</b>	<b>\$ 250,000</b>
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<b>Total Expenditures</b>	<b><u>\$ 250,000</u></b>

CITY OF GRANTVILLE, GEORGIA  
SPECIAL REVENUE FUNDS  
CEMETERY TRUST FUND (FUND 785)  
PRIVATE-PURPOSE, FIDUCIARY TRUST FUND  
PROPOSED FY 2022 BUDGET

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CEMETERY TRUST FUND (FUND 785)

REVENUES

Real Property - Current Yr (785-0000-311100)	\$ 5,000
Misc - Other Revenue (785-0000-389000)	0
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Total Revenues	<u>\$ 5,000</u>

EXPENDITURES

Contract Labor (785-4590-523850)	4,500
Supplies (785-4590-531100)	500
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Total Expenditures	<u>\$ 5,000</u>

**MILLAGE RATE AND PROPERTY TAX HISTORY**

Tax Year	Net Digest	City Millage Rate	Taxes Levied
2008	\$53,864,862	3.99	\$214,921
2009	\$53,564,197	4.49	\$240,503
2010	\$53,021,374	4.49	\$238,066
2011	\$46,177,714	4.56	\$210,570
2012	\$36,701,042	4.56	\$167,357
2013	\$37,423,997	1.59	\$59,504
2014	\$38,195,964	1.56	\$59,586
2015	\$41,384,218	1.48	\$61,249
2016	\$48,020,504	5.25	\$252,108
2017	\$51,736,985	5.016	\$259,513
2018	\$52,743,829	4.959	\$261,557
2019	\$53,295,242	5.945	\$316,840
2020	\$64,178,702	5.228	\$335,526
2021	\$71,273,632	5.228 (Proposed)	\$372,619

## CITY OF GRANTVILLE FISCAL YEAR 2022 BUDGET ASSUMPTIONS

### Millage Rate / Digest / Revenue Assumptions:

Retain Current Millage Rate of 5.228 Mills

\$37.1K increase in Property Tax Revenue;  
(Roll-back Millage Rate of 5.020 Mills would  
yield \$14.8K less in Property Tax Revenue)

### Expenditure Assumptions:

COLA:	2% Increase in Salaries
Social Security (FICA) Contribution:	6.2% of Salaries
Medicare Contribution:	1.45% of Salaries
Retirement Contribution:	\$84K Contribution to GMA Defined Benefit Program
Employee Health Care Insurance Costs:	10% increase (\$47.1K increase vs estimated FY2021 Employee Health Care Costs)
Auto/Property/Liability Insurance	26% increase (\$36.1K increase)
Supplies	24.1% increase (\$31.8K increase)

**THE CITY OF GRANTVILLE, GEORGIA**

**ORDINANCE NO. 2021-03  
BEFORE THE CITY COUNCIL**

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**AN ORDINANCE TO RESTATE AND AMEND  
CHAPTER 8 ANIMALS OF THE  
CODE OF ORDINANCES OF THE CITY OF GRANTVILLE**

Chapter 8 ANIMALS of the Code of Ordinances is restated and amended as chronicled in Exhibit A attached hereto and incorporated herein as if set forth verbatim.

Any and all ordinances or parts of ordinances in conflict are repealed.

First Reading: June 28, 2021

**SO ORDAINED** in lawful open session, this 26<sup>th</sup> day of July, 2021.

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Doug Jewell  
Mayor

Attest:

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Roberta Higgins  
City Clerk

## Chapter 8 - ANIMALS

### ARTICLE I. - IN GENERAL

#### DIVISION 1. - GENERALLY

##### Sec. 8-1. - Definitions.

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

*Adequate shelter* means a protective covering for a domestic animal that provides adequate space and protection to maintain the animal in a state of good health, and that prevents pain, suffering, or significant risk to the animal's health. Adequate shelter shall consist of a completely enclosed structure with four (4) sides, a constructed floor, and a roof with a door opening. It should also be clean, dry and compatible with current weather conditions, in addition to the age, size, species and condition of the animal. The structure should be of sufficient size to allow the animal to stand, turn around, lie down and go in and out of the structure comfortably. To be adequate, some type of bedding that is quick drying must be provided to maintain comfortable temperatures within the structure during the months of November through March. In addition, the structure shall include a heavy plastic or rubber flap to cover the door and window openings during the months of November through March. From April through November, the structure shall either be shaded or moved out of direct sunlight. If the shelter is made of wood, it shall be raised at least two (2) inches off the ground to prevent seepage or rotting. Examples of inadequate shelter include, but are not limited to, lean-tos, metal or plastic drums, boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

*Animal* means every nonhuman species of animal, both domestic and wild.

*Animal at large* means any animal not under the restraint of a person capable of controlling the animal and/or off the premises of the owner.

*Animal shelter* means any facility operated by a humane society, or municipal agency or its authorized agents, for the purpose of impounding animals under the authority of this article or state law for care, confinement, return to owner, adoption, relinquishment to rescue, or euthanasia.

*Commercial animal establishment* means any pet shop, grooming shop, guard dog auction, riding school or stable, zoological park, circus, performing animal exhibition, or boarding or breeding kennel.

*Grooming shop* means a commercial establishment where animals are bathed, clipped, plucked, or otherwise groomed.

*Guard dog* means any dog that will detect and warn its handler that an intruder is present in/or near an area that is being secured.

*Humane officer and animal control officer* mean any person designated by Coweta County, the City of Grantville, a humane society, or a law enforcement officer who is qualified to perform such duties under the laws of this state.

*Kennel and cattery* mean any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

*Owner* means any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

*Pet and companion animal* mean any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

*Pet shop* means any person, partnership, or corporation, whether operated separately or in connection with another business enterprise, except for a licensed kennel, that buys, sells, or boards any species of animal.

*Public nuisance* means any animal or animals that unreasonably annoy humans, endanger the life or health of other animals or persons, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term "public nuisance animal" shall mean and include, but is not limited to, any animal that:

- (1) Is repeatedly found at large;
- (2) Damages the property of anyone other than its owner; molests or intimidates pedestrians or passersby;
- (3) Chases vehicles;
- (4) Excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (5) Causes fouling of the air by odor and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (6) Causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored;
- (7) Is offensive or dangerous to the public health, safety, or welfare by virtue of the number and/or types of animals maintained;
- (8) Attacks other domestic animals.

*Restraint* means any animal secured by a leash or lead under the control of a responsible person and obedient to that person's commands, or within the real property limits of its owner.

*Veterinary hospital* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases and injuries to animals.

*Wild animal* means any living member of the animal kingdom, including those born or raised in captivity, except the following: human beings, domestic dogs (excluding hybrids with wolves, coyotes or jackals), domestic cats (excluding hybrids with ocelots or margays), farm animals, rodents, any hybrid animal that is part wild, and captive-bred species of common cage birds.

#### **Sec. 8-2. - Position of Animal Control Officer created.**

The position of Animal Control Officer is created by the city council for the enforcement of ordinances and laws relating to the control of animals in the city. The Animal Control Officer is charged with the duty of impounding all dogs running at large in violation of the provision of this chapter. He/She shall have power to issue citations for violations of this chapter, and no persons shall interfere with, hinder, molest, or abuse the Animal Control Officer in the exercise of such powers.

#### **Sec. 8-3. - Unlawful release of impounded animals.**

It is unlawful for any person to tamper, interfere with or to release dogs from cages, traps or any other confinement mechanism that may be placed in the city for the capture of stray dogs set by the Animal Control Officer.

#### **Sec. 8-4. - Violations—Penalties.**

Any violation of this [chapter] may be enforced by a citation returnable to the municipal court or by any other legal means as set forth in this Code.

#### **Sec. 8-5. - Cruelty to animals.**

- a) For the purposes of this code section, "animal" shall not include any fish nor shall such term include any pests that might be exterminated or removed from a business, residence or other structure.
- b) It shall be unlawful for any person to:
  1. Cause physical pain, suffering or death to an animal by an unjustifiable act or omission;



2. After having intentionally exercised custody, control, possession or ownership of an animal, to fail to provide such animal adequate food, water, shelter/shade, sanitation conditions or ventilation that is consistent with what a reasonable person of ordinary knowledge would believe is the normal requirement and feeding habit for such animal's size, species, breed, age and physical condition;
3. After having intentionally exercised custody, control, possession or ownership of an animal to fail to maintain adequate shelter and general protection from extreme natural elements of hot, cold and wet weather conditions; or
4. Maliciously administer poison to an animal or expose an animal to any poisonous substance, with the intent that the substance be taken or swallowed by the animal, or administered intravenously.

**Sec. 8-6. - Dangerous or vicious animals running at large generally; permit for exhibition or parade.**

It shall be unlawful to permit any dangerous animal or vicious animal of any kind to run at large within the city. Exhibitions or parades of animals which are *ferae naturae* in the eyes of the law may be conducted only upon securing a permit from the Animal Control Officer.

**Sec. 8-7. - Livestock and poultry running at large; picketing livestock in streets.**

It is unlawful to permit any cattle, horse, swine, sheep, goats, or poultry to run at large within the city. Any such animal running at large in any public place in the city shall be impounded in the manner provided in this chapter. It is further unlawful to picket or tie any such animal in any of the streets of the city for the purpose of grazing or feeding.

**Sec. 8-8. - Nuisance.**

(a) It shall be unlawful for any person to own, keep, possess or maintain an animal in such a manner as to constitute a public nuisance or a nuisance to neighbors. By way of example and not of limitation, the following acts or actions of an owner, harbinger or possessor of an animal are hereby declared to be a public nuisance and are, therefore, unlawful:

- (1) Having an animal that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property, or public property;

(2) Allowing or permitting an animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers or vegetables, or repeatedly defecating upon the property of another;

(3) Maintaining animals in an environment of unsanitary conditions or lack of cleanliness which results in offensive odor or is dangerous to the public health, welfare or safety, or a failure to maintain a condition of good order and cleanliness which reduces the probability of transmission of disease;

(4) Maintaining property that is offensive, annoying or dangerous to the public health, safety or welfare of the community because of the number, type, variety, density or location of the animals on the property;

(5) Allowing or permitting an animal to bark, whine or howl in an excessive, continuous or untimely fashion so as to interfere with the reasonable use and enjoyment of neighboring premises;

(6) Maintaining an animal that is diseased and dangerous to the public health;

(7) Maintaining an animal that habitually or repeatedly chases, snaps at, threatens, attacks or barks at pedestrians, joggers, dogs walked on a leash by owners, bicycles, or vehicles; or

(8) Failing to confine a female dog, while in season, in a building or secure enclosure in such a manner that she cannot come into contact with another dog or creates a nuisance by attracting other animals; provided this section shall not be construed to prohibit the intentional breeding of animals within an enclosed, concealed area on the premises of the owner of an animal which is being bred.

(b) In addition to any other enforcement remedies available under this chapter, if the animal control officer shall declare an animal a nuisance under this section then the animal control officer has the authority to order the owner to confine the animal in accordance with the animal control officer's instructions. It shall be unlawful for the owner to fail to comply with such an order or with the instructions in the order.

#### **Sec. 8-9. - Killing dangerous animals.**

The members of the police department or any other person in the city are authorized to kill any dangerous animals of any kind when it is necessary for the protection of any person or property.

#### **Sec. 8-10. - Diseased animals.**

- (a) No domestic animal afflicted with a contagious or infectious disease shall be allowed to run at large or to be exposed in any public place whereby the health of man or beast may be affected; nor shall such diseased animal be shipped or removed from the premises of the owner thereof, except under the supervision of the Animal Control Officer.
- (b) It is made the duty of the Animal Control Officer to secure such disposition of any diseased animal and such treatment of affected premises as to prevent the communication and spread of the contagion or infection, except in cases where the state veterinarian is empowered to act.

**Sec. 8-11. - Maintenance of places where animals are kept; keeping of swine and goats, horses, cattle or chickens near residences.**

It shall be unlawful for any person to keep horses, ponies, mules, asses, donkeys, cows, sheep, goats, dogs, rabbits, guinea pigs, hamsters, chickens, turkeys, geese, ducks, pigeons or other fowl or animals except under the following conditions:

- (1) Distances of animal enclosures from buildings. Any housing or enclosure used for the keeping of such animals or fowl shall be kept at the following minimum distances from any occupied building, except the dwelling unit of the owner, unless the permission of the owner/occupant of the adjacent building and, where necessary, the appropriate health officer is given for a lesser distance. So long as the minimum distance between other occupied buildings are not violated, such minimum distances shall not apply to an occupied unit of the owner of such animals or fowl. For the purposes of this subsection, a female animal and offspring shall be conclusively presumed as one animal for the period of ten consecutive weeks following birth or until the offspring are weaned, whichever is lesser:

Distance in Feet animal must be kept from other dwellings.

- a. Horse, pony, mule, donkey, cow, sheep, swine, goat, or other similar animal:
  - 1. One animal .....150 ft
  - 2. Two animals or more .....300 ft
- b. Dogs and cats:
  - 1. Two or less .....20 ft.
  - 2. Three or more .....50 ft.

c. Rabbits, guinea pigs, hamsters and similar animals:

1. Four or less .....50 ft.
2. Five or more .....100 ft.

d. Fowl:

1. Four or less .....20 ft.
2. Five or more .....100 ft.

(2) Each such animal or fowl shall be provided with the following average minimum ground area in the enclosing in which it is kept. For the purposes of this subsection, a female animal and offspring shall be conclusively presumed as one animal for the period of ten consecutive weeks following birth or until the offspring are weaned, whichever is lesser.

#### Acre/Area

- a. Horse, pony, mule, donkey, cow, swine, or other similar animal ....  
1 for first 2 acres 1 for each acre thereafter
- b. Sheep or goat .... 2 per acre

#### Square Feet

- c. Dog and cat .... 100 sq ft. per animal. Limit dependent upon the ability to provide adequate care for said animals.
- d. Rabbits, guinea pigs, hamsters, etc .... 10 sq ft. With limit of 10 per acre.
- e. Chickens, turkeys, geese, ducks or similar animals .... 5 sq ft. With limit of 5 fowl per acre.

(3) Drainage, cleanliness. Any housing or enclosure used for such animals shall be well drained, free from accumulations of animal excrement and objectionable odors and otherwise clean and sanitary.

(4) Exceptions. Nothing contained in this section shall apply to a duly licensed veterinary hospital, pet shop, pet grooming facility or similar commercial establishment where in compliance with local zoning regulations.

#### **Sec. 8-12. – Restraining of Dogs- tethering prohibited**

- (a) An owner of a dog, whether vaccinated or unvaccinated, residing within the city limit boundaries of the city shall confine such dog within an adequate fence or enclosure or electronic device or within a house, garage or other building, by cable trolley system, or on a leash affixed to the dog's collar and held by a competent person and adequate to prevent the dog from running at large. It shall further be the duty of any owner or keeper of any dog regardless of the size of the owner's lot or property, to keep such dog under such control as to:
- (1) Prevent such dog from becoming a danger to persons or property at any location, or trespassing upon another person's property without that person's permission; and
  - (2) Prevent such dog from running at large upon the streets, roads, sidewalks, alleys, parks, or other public places.
- (b) It shall be unlawful for any owner or keeper of any dog to fail to keep the dog under restraint or control as provided for in this section.
- (c) Specifically, a dog is considered not under restraint or control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the dog from leaving the real property limits of its owner, keeper, or custodian, and ensure that:
- (1) It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition; and that such enclosure is securely locked at any time the animal is left unattended; or
  - (2) It is securely and humanely restrained by an invisible containment system. If using an invisible containment system, a sign must be posted on the property indicating that the system is in place; or
  - (3) It is on a leash and under the control of a competent person; or it is off leash and obedient to and under voice command of a competent person who is in the immediate proximity of the dog any time it is not restrained as provided for in subsection (1) or (2) above while on the owner's property.
  - (4) It is attached with a cable trolley system, that allows movement of the animal, and unless the length of the cable along which the restraining device can move

is at least ten feet, and the restraining device is of such length that the animal is able to move ten feet away from the cable perpendicularly. No animal may be attached to such a cable trolley system for more than four hours or from 10:00 p.m. until 6:00 a.m. The owner/keeper must be present on the property or premises where the cable trolley system is located when the animal is attached thereto.

- (d) It shall be unlawful to allow a dog or any other animal to enter any commercial establishment where food for human consumption is located or sold unless such dog or any other animal is trained and licensed as a service animal.

## **ARTICLE II. - DOGS**

### **Sec. 8-13. - Running at large.**

- (a) Any person owning or having custody of a dog within the limits of the city shall confine such animal to the premises of some other responsible person on authorization by the owner and/or lessor of such other premises. Dogs shall not be permitted to run at large on any street, sidewalk, alley or any other place in the city.
- (b) Any dog running at large as set out in subsection (a) of this section shall be impounded by the animal control officer or other authority of the city.
- (c) The owner of any dog impounded pursuant to this article may redeem the same by paying all the costs, charges, and penalties assessed, if any, that have accrued up to the time of making the redemption, and when the same are paid to the city, the animal control officer shall release the dog from the shelter and relinquish him to the owner thereof. Any dogs not redeemed within a period of three days by the owner shall be eligible for adoption, relinquishment to rescue, or euthanasia.

### **Sec. 8-14. - Rabies inoculation and proof for dogs—Required.**

- (a) It is unlawful to keep or harbor any dog over the age of six months in the city unless such dog has been inoculated against rabies by a licensed veterinarian within the preceding year.
- (b) It shall be the duty of the owner or person in custody of any dog kept in the city to have the dog inoculated against rabies at least once each year.
- (c) It is unlawful for the owner or custodian of any dog to fail or refuse to attach a rabies inoculation tag to such animal in a manner such as to be easily seen.
- (d) It is unlawful for any veterinarian to fail or refuse to issue to the owner or custodian of any dog inoculated the rabies inoculation tag immediately after the dog is inoculated.

- (e) It is unlawful for any person to tag a dog as evidence of inoculation when the same in fact has not been inoculated.

**Sec. 8-15. - Quarantine of dogs that have bitten a person.**

Whenever any dog bites a person, the owner of the dog shall immediately notify the animal control officer, who shall order the dog held at the owner's premises or shall have it impounded for a period of ten(10) days. The dog shall be examined immediately after it has bitten anyone and again at the end of the ten(10) day period. If at the end of ten(10) days the animal control officer is convinced that the dog is then free from rabies, the dog shall be released from quarantine or from the pound as the case may be. If the dog dies in the meanwhile, its head shall be sent to the state department of health for examination of rabies.

**ARTICLE III. - DANGEROUS DOGS<sup>[2]</sup>**

**State Law reference— Dangerous Dogs Control Law, O.C.G.A. § 4-8-20 et seq.**

**Sec. 8-16. - Purpose.**

This article is enacted pursuant to the authority contained in O.C.G.A. § 4-8-20 et seq., and any ambiguities or conflicts in this article shall be interpreted in light of those provisions of state law.

**Sec. 8-17. - Definitions.**

The definitions set forth in O.C.G.A. § 4-8-21, Dangerous Dog Control—Definitions, shall be effective as definitions of the words, terms and phrases used in this article. All words, terms and phrases used herein, other than those specifically defined elsewhere in this article, shall have the respective meanings ascribed to them in O.C.G.A. § 4-8-21, and shall have the same scope and effect that the same words, terms and phrases have where used in O.C.G.A. § 4-8-21.

**Sec. 8-18. - Exceptions.**

A dog that inflicts an injury on a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog or potentially dangerous dog within the meaning of this article. A dog shall not be a dangerous dog or a potentially dangerous dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort; was tormenting, abusing or assaulting the dog

or had in the past been observed or reported to have tormented, abused or assaulted the dog; or was committing or attempting to commit a crime.

**Sec. 8-19. - Animal control officer.**

- (a) The City Manager shall appoint an animal control officer who shall have the following duties:
- (1) To make such investigations and inquiries as may be necessary to identify dangerous dogs and dangerous dog owners within the city;
  - (2) To classify or reclassify dogs as dangerous dogs or as potentially dangerous dogs;
  - (3) To follow all post-classification procedures as set out in this article and to present evidence at any hearings held pursuant to this article;
  - (4) To issue certificates of registration to owners of dangerous and potentially dangerous dogs;
  - (5) To assure that dangerous dogs and potentially dangerous dogs are properly enclosed in accordance with the terms of this article;
  - (6) To confiscate and in certain cases in accordance with this article destroy certain dangerous and potentially dangerous dogs;
  - (7) To prosecute violations of this article as provided by law.

**Sec. 8-20. - Investigation and classification.**

Upon receiving a report of a dangerous dog or potentially dangerous dog within an animal control officer's jurisdiction from a law enforcement agency, animal control agency, rabies control officer or county board of health, the animal control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this article.

**Sec. 8-21. - Classification; notice and hearing.**

- (a) As applied to the owners of potentially dangerous dogs, the procedures provided for in this section must be carried out as a necessary condition for the enforcement of the provisions of this article against such owners. As applied to the owners of dangerous dogs, the procedures provided for in this section shall not be an essential element of any crime provided for in this article.
- (b) When a dangerous dog or a potentially dangerous dog is classified as such, the animal control officer shall notify the dog's owner of such classification.
- (c) The notice to the owner shall meet the following requirements:



- (1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address.
  - (2) The notice shall include a summary of the animal control officer's findings that formed the basis for the dog's classification as a dangerous or potentially dangerous dog.
  - (3) The notice shall be dated and shall state that the owner, within 15 days after the date shown on the notice, has a right to request a hearing on the animal control officer's determination that the dog is a dangerous dog or potentially dangerous dog.
  - (4) The notice shall state that the hearing, if requested, shall be before the municipal court judge.
  - (5) The notice shall state that if a hearing is not requested, the animal control officer's determination that the dog is a dangerous dog or a potentially dangerous dog will become effective for all purposes under this article on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing.
  - (6) The notice shall include a form to request a hearing before the municipal court judge and shall provide specific instructions on mailing or delivering such request to the agency.
- (d) When the municipal court receives a request for a hearing, as provided in subsection (c) of this section, it shall schedule such hearing within 30 days after receiving the request. The court shall notify the dog owner in writing by certified mail of the date, time, and the place of the hearing, and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence, and, in addition thereto, the governing authority or board shall receive such other evidence and hear such other testimony as the judge may find reasonably necessary to make a determination either to sustain, modify or overrule the animal control officer's classification of the dog.
- (e) Within ten days after the date of the hearing, the court shall notify the dog owner in writing by certified mail or statutory overnight delivery of its determination on the matter. If such determination is that the dog is a dangerous dog or a potentially dangerous dog, the notice shall specify the date upon which that determination is effective.

**Sec. 8-22. - Registration, insurance, notice and enforcement.**

The animal control officer shall issue a certificate of registration to the owners of dangerous and potentially dangerous dogs when the owner shows the animal control officer sufficient evidence of the following:

- (1) For a potentially dangerous dog:

- a. A proper enclosure sufficient to confine the dog;
  - b. The posting on the premises where the dog is located with a clearly visible sign warning that there is a potentially dangerous dog located on the premises and containing a symbol reasonably calculated to inform children of the presence of the potentially dangerous dog;
  - c. An insurance policy in the amount of at least \$15,000.00 issued by a surety company authorized to do business in the state, payable to any person injured by the dangerous dog.
- (2) There shall be an annual fee for the certificate of registration. The amount of the annual fee shall be as established by the city council, from time to time. Certificates of registration shall be renewed on an annual basis. At the time of the annual renewal of a certificate of registration, the animal control officer shall require evidence from the owner or make such investigation as may be necessary to verify that the dangerous dog or potentially dangerous dog is continuing to be confined in a proper enclosure and that the owner is continuing to comply with other provisions of this article.

**Sec. 8-23. - Restrictions on taking out of enclosures.**

- (a) It is unlawful for an owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and is under the physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person.
- (b) It is unlawful for the owner of a potentially dangerous dog to permit the dog to be outside a proper enclosure unless the dog is restrained by a substantial leash and is under the restraint of a responsible and capable person.

**Sec. 8-24. - Notification of death, escape, sale or donation.**

The owner of a dangerous or potentially dangerous dog shall notify the animal control officer if the owner is moving from the animal control officer's jurisdiction. The owner of a dangerous dog or potentially dangerous dog who is a new resident of the state shall register the dog as required in this section within 30 days after becoming a resident. The owner of a dangerous dog or potentially dangerous dog who moves from one jurisdiction to another within the state shall register the dangerous dog or potentially dangerous dog in the new jurisdiction within ten(10) days after becoming a resident.

**Sec. 8-25. - Confiscation; grounds; disposition.**

- (a) A dangerous dog shall be immediately confiscated by the animal control officer or by a law enforcement officer or by another person authorized by the animal control officer if the:
  - (1) Owner does not secure the liability insurance or bond required by section 8-22
  - (2) Dog is not validly registered as required by section 8-22;
  - (3) Dog is not maintained in a proper enclosure; or
  - (4) Dog is outside a proper enclosure in violation of section 8-23.
- (b) A potentially dangerous dog shall be confiscated in the same manner as a dangerous dog if the dog is:
  - (1) Not validly registered as a required by section 8-22;
  - (2) Not maintained in a proper enclosure; or
  - (3) Outside a proper enclosure in violation of section 8-23.
- (c) Any dog that has been confiscated under the provisions of subsection (a) or (b) of this section shall be returned to its owner upon the owner's compliance with the provisions of this article and upon the payment of reasonable confiscation costs. If the owner has not complied with the provisions of this article within 20 days of the date the dog was confiscated, such dog shall be destroyed in an expeditious and humane manner.

**Sec. 8-26. - Miscellaneous provisions.**

- (a) The animal control officer's authority to investigate shall include the power to enter onto public and private property for the purpose of periodic inspection.
- (b) The animal control officer shall maintain a copy of all state and local laws applicable to dangerous dogs and potentially dangerous dogs which records shall be available for inspection by the public during regular business hours. The animal control officer shall not be authorized to interpret these laws nor to give advice to owners.
- (c) This article is adopted pursuant to O.C.G.A. § 4-8-20 et seq. to implement the duties for which the city is responsible under state law. This article shall not be construed to impose any additional duties or liability on the city or on its officers and employees or to waive any immunity which is currently provided by law.
- (d) This article shall be null, void and without effect upon repeal of O.C.G.A. § 4-8-20 et seq. by the state legislature.

**Sec. 8-27. - Contracting services.**

The City Council, pursuant to the authority granted by O.C.G.A. § 4-8-22, shall be able to contract or enter into agreements with the county, and/or other local

governments for joint animal control services or for the provision of animal control services required by O.C.G.A. § 4-8-20 et seq., or this article and for the separate or joint use of personnel, facilities, boards and equipment used in the provision and enforcement of such services.

Chapter 8 - ANIMALS<sup>11</sup>

Footnotes:

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**State Law reference**— Authority to exercise animal control, Ga. Const. art. IX, § II, ¶ III(a)(3); dogs generally, O.C.G.A. § 4-8-1 et seq.; Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq.; rabies control and licensing of animals by local authorities, O.C.G.A. § 31-19-1 et seq.

ARTICLE I. - IN GENERAL

**Sec. 8-1. - Cruelty to animals.**

Sec 8-1 is now Definitions. Cruelty is now Sec 8-5 and has been expanded to be more specific.

No person shall cruelly treat any animal in the city in any way. Any person who inhumanely beats, underfeeds, overloads, or abandons any animal shall be deemed guilty of a violation of this section.

(Prior Code, § 6.04.010; Ord. No. 650, § 1, 4-11-1994)

**Sec. 8-2. - Dangerous or vicious animals running at large generally; permit for exhibition or parade.**

Dangerous or Vicious is now Sec 8-6

It shall be unlawful to permit any dangerous animal or vicious animal of any kind to run at large within the city. Exhibitions or parades of animals which are *ferae naturæ* in the eyes of the law may be conducted only upon securing a permit from the chief of police.

(Prior Code, § 6.04.020; Ord. No. 650, § 2, 4-11-1994)

**Sec. 8-3. - Livestock and poultry running at large; picketing livestock in streets.**

Livestock and Poultry at large is now Sec 8-7

It is unlawful to permit any cattle, horse, swine, sheep, goats, or poultry to run at large within the city. Any such animal running at large in any public place in the city shall be impounded in the manner provided in this chapter. It is further unlawful to picket or tie any such animal in any of the streets of the city for the purpose of grazing or feeding.

(Prior Code, § 6.04.030; Ord. No. 650, § 3, 4-11-1994)

**Sec. 8-4. - Keeping noisy animals.**

Sec 8-4 has been removed. It is now covered in Sec 8-8 under Nuisance

It is unlawful to harbor or keep any animals which disturb the peace by loud noises at any time of the day or night.

(Prior Code, § 6.04.040; Ord. No. 650, § 4, 4-11-1994)

**Sec. 8-5. - Killing dangerous animals.**

Killing dangerous animals is now Sec 8-9

The members of the police department or any other person in the city are authorized to kill any dangerous animals of any kind when it is necessary for the protection of any person or property.

(Prior Code, § 6.04.050; Ord. No. 650, § 5, 4-11-1994)

**Sec. 8-6. - Diseased animals.**

Diseased animals is now Sec. 8-10. Enforcement changed from Chief of Police to Animal Control Officer

- (a) No domestic animal afflicted with a contagious or infectious disease shall be allowed to run at large or to be exposed in any public place whereby the health of man or beast may be affected; nor shall such diseased animal be shipped or removed from the premises of the owner thereof, except under the supervision of the chief of police.
- (b) It is made the duty of the chief of police to secure such disposition of any diseased animal and such treatment of affected premises as to prevent the communication and spread of the contagion or infection, except in cases where the state veterinarian is empowered to act.

(Prior Code, § 6.04.060; Ord. No. 650, § 6, 4-11-1994)

**Sec. 8-7. - Maintenance of places where animals are kept; keeping of swine and goats prohibited; keeping horses, cattle or chickens near residences.**

Maintenance is now Sec 8-11. Completely changed to distance-based allowance.

- (a) No person shall cause or allow any stable or place where any animal is or may be kept to become unclean or unwholesome, and it is unlawful to keep any live swine or pigs in the city.
- (b) It is unlawful to keep or have any goats anywhere in the city, or any horses, cattle or chickens within 150 feet of any residence, other than the residence of the person so keeping or having such animals, any where in the city.

(Prior Code, § 6.04.070; Ord. No. 650, § 7, 4-11-1994)

**Sec. 8-8. - Standing or parking of vehicles containing livestock.**

Removed. Would now be covered under cruelty.

It is unlawful to stand or park any vehicle containing livestock any place in the city for a period of time longer than three minutes, except for loading or unloading.

(Prior Code, § 6.04.080; Ord. No. 650, § 8, 4-11-1994)

**Sec. 8-9. - Position of animal warden created.**

Changed to Sec 8-2. Expanded and title changed to Animal Control Officer

The position of animal warden is created by the city council for the enforcement of ordinances and laws relating to the control of animals in the city.

(Prior Code, § 6.04.090; Ord. No. 650, § 9, 4-11-1994)

**Sec. 8-10. - Duty of animal warden to impound dogs; police powers of animal warden; interfering with animal warden.**

Removed- Now covered within Sec 8-2 Position of Animal Control Officer

The animal warden is charged with the duty of impounding all dogs running at large in violation of the provision of this chapter. He shall have power to issue citations for violations of this chapter, and no persons shall interfere with, hinder, molest, or abuse the animal warden in the exercise of such powers.

(Prior Code, § 6.04.100; Ord. No. 650, § 10, 4-11-1994)

**Sec. 8-11. - Unlawful release of impounded animals.**

Unlawful release is now Sec 8-3

It is unlawful for any person to tamper, interfere with or to release dogs from cages, traps or any other confinement mechanism that may be placed in the city for the capture of stray dogs set by the animal control warden.

(Prior Code, § 6.04.110; Ord. No. 689, 4-11-1998)

**Sec. 8-12. - Fees and charges for impounding, keeping and redemption of animals.**

Removed- Now covered within Sec 8-13 Running at large

The fees and charges allowed and fixed by the ordinances of the city for taking up, impounding and keeping and disposing of impounded animals shall be paid like services at the time and in the manner fixed by such ordinances. The fee for redemption of impounded animals shall be in the amount set forth in the schedule of fees and charges.

(Prior Code, § 6.04.120; Ord. No. 650, § 11, 4-11-1994)

**Sec. 8-13. - City designated bird sanctuary.**

Removed- All species of birds encountered in the wild in Georgia are protected by state and federal laws except English sparrows, European starlings, and pigeons.

The entire area embraced within the corporate limits of the city is designated as a bird sanctuary. It is unlawful to trap, hunt, shoot or attempt to shoot or molest in any manner any bird or wild fowl or to rob bird nests or wild fowl nests; provided, however, if starlings or similar birds are found to be congregating in such numbers in a particular locality so that they constitute a nuisance or a menace to health or property in the opinion of the proper health officials of the city, the health authorities shall destroy such birds in such numbers and in such manner as is deemed advisable by such health officials under the supervision of the chief of police. Any person violating the provisions of this section shall be punishable in accordance with this chapter.

(Prior Code, § 6.04.130; Ord. No. 650, § 12, 4-11-1994)

**Sec. 8-14. - Riding animals on sidewalks or private property regulated.**

Removed- Covered by state law

It is unlawful for any person to ride a horse, mule or other animal on the paved or unpaved sidewalks or on private property without the owner's permission within the limits of the city. Any person violating this section shall be subject to the penalties described in this chapter.

(Prior Code, § 6.04.140; Ord. No. 650, § 13, 4-11-1994)

**Sec. 8-15. - Tethering of animals prohibited; exceptions.**

Tethering is now Sec 8-12 and has been expanded to be more specific

- (a) No person shall tether, fasten, chain, tie, or restrain an animal, or cause such restraining of an animal, to a tree, fence, post, dog house, or other stationary object, except as noted in (b).
- (b) No person shall tether, fasten, chain, tie, or restrain an animal, or cause such restraining of an animal, unless on a cable trolley system, that allows movement of the animal, and unless the length of the cable along which the tethering device can move is at least ten feet, and the tethering device is of such length that the animal is able to move ten feet away from the cable perpendicularly. No animal may be attached to such a cable trolley system for more than four hours or from 10:00 p.m. until 6:00 a.m. The owner/keeper must be present on the property or premises where the cable trolley system is located when the animal is attached thereto.
- (c) No person shall tether, tie, stake or chain any animal where the animal can obstruct, block or hamper the normal use of any public property or of any private property without the landowner's consent.
- (d) No person shall tether, tie, stake or chain any animal to a metering device or attempt to obstruct the device such that it prevents any service from being read, disconnected, shut off or interrupted.



- (e) It shall be unlawful to attach a chain or wire or other tethering device to, or cause such attachment to a choke-type or pronged collar.
- (f) It shall be unlawful to attach a chain or wire or other tethering device in such manner that does not allow the animal access to food, water or proper shelter.
- (g) It shall be unlawful for any chain or wire or other restraining device used in a cable trolley system to exceed 1/8 th of the animal's weight.

(Ord. No. 08-2011, 7-11-2011)

**Sec. 8-16. - Violations—Penalties.**

Violations is now Sec 8-4

Any violation of this [chapter] may be enforced by a citation returnable to the municipal court or by any other legal means as set forth in this Code.

(Ord. No. 08-2011, 7-11-2011)

Secs. 8-17—8-31. - Reserved.

ARTICLE II. - DOGS

**Sec. 8-32. - Running at large.**

Running at large is now Sec 8-13. Verbiage changed

- (a) Any person owning or having custody of a dog within the limits of the city shall confine such animal to the premises of some other responsible person on authorization by the owner and/or lessor of such other premises. Dogs shall not be permitted to run at large on any street, sidewalk, alley or any other place in the city, including private property, unless such dogs are on a leash not more than six feet long and in the care of a competent person.
- (b) Any dog running at large as set out in subsection (a) of this section and not on a leash not more than six feet long and in the care of a competent person shall be impounded by the animal warden or other authority of the city in accordance with section 8-10.
- (c) The owner of any dogs impounded may redeem such animals in accordance with section 8-38.

(Prior Code, § 6.08.010; Ord. No. 650, § 41, 4-11-1994; Ord. of 3-23-1998)

**Sec. 8-33. - Dangerous or diseased dogs running at large.**

Removed- covered in Sec 8-6

No vicious, dangerous, ferocious dog or dog sick with or liable to communicate hydrophobia or other contagious or infectious disease shall be permitted to run at large in the city.

(Prior Code, § 6.08.020; Ord. No. 650, § 42, 4-11-1994)

**Sec. 8-34. - Rabies inoculation for dogs—Required.**

Rabies is now Sec 8-14. Expanded and combined with related ordinances

- (a) It is unlawful to keep or harbor any dog over the age of six months in the city unless such dog has been inoculated against rabies by a licensed veterinarian within the preceding year.
- (b) It shall be the duty of the owner or person in custody of any dog kept in the city to have the dog inoculated against rabies at least once each year.

(Prior Code, § 6.08.030; Ord. No. 650, § 43, 4-11-1994)

**Sec. 8-35. - Same—Tag attached to dog; failure of veterinarian to issue tag.**

Removed- Included in Sec 8-14

- (a) It is unlawful for the owner or custodian of any dog to fail or refuse to attach a rabies inoculation tag to such animal in a manner such as to be easily seen.
- (b) It is unlawful for any veterinarian to fail or refuse to issue to the owner or custodian of any dog inoculated the rabies inoculation tag immediately after the dog is inoculated.

(Prior Code, § 6.08.040; Ord. No. 650, § 44, 4-11-1994)

**Sec. 8-36. - Same—Unauthorized tag.**

Removed- Included in Sec 8-14

It is unlawful for any person to tag a dog as evidence of inoculation when the same in fact has not been inoculated.

(Prior Code, § 6.08.050; Ord. No. 650, § 45, 4-11-1994)

**Sec. 8-37. - Quarantine of dogs biting person.**

Quarantine is now Sec 8-15. Updated to current standards

Whenever any dog bites a person, the owner of the dog shall immediately notify the chief of police, who shall order the dog held on the owner's premises or shall have it impounded for a period of two weeks. The dog shall be examined immediately after it has bitten anyone and again at the end of the two-week period. If at the end of two weeks a veterinarian is convinced that the dog is then free from rabies, the dog shall be released from quarantine or from the pound as the case may be. If the dog dies in the meanwhile, its head shall be sent to the state department of health for examination of rabies.

(Prior Code, § 6.08.060; Ord. No. 650, § 46, 4-11-1994)

**Sec. 8-38. - Redemption or destruction of impounded dogs.**

Removed- now included in Sec 8-13

The owner of any dog impounded pursuant to this article may redeem the same by paying all of the costs, charges and penalties assessed, if any, that have accrued up to the time of making the redemption, and when the same are paid to the animal warden it shall be his duty and he shall release the dog from the pound and deliver him to the owner thereof. Any dogs not redeemed within a period of three days by the owner shall be destroyed in a humane manner by the animal warden.

(Prior Code, § 6.08.070; Ord. No. 650, § 47, 4-11-1994; Ord. No. 676, 1996)

**Sec. 8-39. - Female dogs in heat.**

Removed- Encompassed in Sec 8-13

- (a) No owner or custodian of any female dog in heat shall permit such a dog to roam or run free beyond the limits of his property. The owner or custodian shall cause the dog to be confined within the limits of his property until it is no longer in heat.
- (b) Any owner or custodian of a female dog found to be in violation of this section shall be punished in accordance with this chapter.
- (c) Any female dog found roaming or running free in violation of this section shall be seized by the animal warden or any other officer of the city and shall be impounded until such dog is no longer in heat. After the dog is no longer in heat, the owner may redeem such dog upon the payment of fees as set forth in the schedule of fees and charges.

(Prior Code, § 6.08.080; Ord. No. 650, § 48, 4-11-1994)

Secs. 8-40—8-66. - Reserved.

**ARTICLE III. - DANGEROUS DOGS<sup>[2]</sup>**

Footnotes:

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**State Law reference**— Dangerous Dogs Control Law, O.C.G.A. § 4-8-20 et seq.

**Sec. 8-67. - Purpose.**

Now Sec 8-16

This article is enacted pursuant to the authority contained in O.C.G.A. § 4-8-20 et seq., and any ambiguities or conflicts in this article shall be interpreted in light of those provisions of state law.

(Prior Code, § 6.12.010; Ord. No. 650, § 66, 4-11-1994)

**Sec. 8-68. - Definitions.**

Now Sec 8-17

The definitions set forth in O.C.G.A. § 4-8-21, Dangerous Dog Control—Definitions, shall be effective as definitions of the words, terms and phrases used in this article. All words, terms and phrases used herein, other than those specifically defined elsewhere in this article, shall have the respective meanings ascribed to them in O.C.G.A. § 4-8-21, and shall have the same scope and effect that the same words, terms and phrases have where used in O.C.G.A. § 4-8-21.

(Prior Code, § 6.12.020; Ord. No. 650, § 67, 4-11-1994)

**Sec. 8-69. - Exceptions.**

Now Sec 8-18

A dog that inflicts an injury on a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog or potentially dangerous dog within the meaning of this article. A dog shall not be a dangerous dog or a potentially dangerous dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort; was tormenting, abusing or assaulting the dog or had in the past been observed or reported to have tormented, abused or assaulted the dog; or was committing or attempting to commit a crime.

(Prior Code, § 6.12.030; Ord. No. 650, § 68, 4-11-1994)

**Sec. 8-70. - Dog control officer.**

Now Sec 8-19. Title updated to Animal Control Officer

- (a) The mayor and council shall appoint a dog control officer who shall have the following duties:
- (1) To make such investigations and inquiries as may be necessary to identify dangerous dogs and dangerous dog owners within the city;
  - (2) To classify or reclassify dogs as dangerous dogs or as potentially dangerous dogs;
  - (3) To follow all post-classification procedures as set out in this article and to present evidence at any hearings held pursuant to this article;
  - (4) To issue certificates of registration to owners of dangerous and potentially dangerous dogs;
  - (5) To assure that dangerous dogs and potentially dangerous dogs are properly enclosed in accordance with the terms of this article;
  - (6) To confiscate and in certain cases in accordance with this article destroy certain dangerous and potentially dangerous dogs;
  - (7) To prosecute violations of this article as provided by law.
- (b) In lieu of such appointment by the mayor and council, the mayor and council shall be able to contract with the county to provide for the appointment of a dog control officer, who shall perform all of the duties set forth in this article.

(Prior Code, § 6.12.040; Ord. No. 650, § 69, 4-11-1994)

**Sec. 8-71. - Animal control board.**

Removed- Animal Control Board no longer used

- (a) The mayor and council shall appoint an animal control board that shall be made up of five members who shall serve two-year staggered terms with three members appointed every two years. Members shall receive such compensation, unless otherwise provided, and shall conduct hearings as required by O.C.G.A. § 4-8-24 and section 8-73.
- (b) In lieu of such an appointment by the mayor and council, the mayor and council shall be able to contract with the county to provide for the appointment of an animal control board; the terms of such appointments and compensation to be as provided by the county ordinance establishing such board; and the board shall conduct hearings as required by O.C.G.A. § 4-8-24 and section 8-73.

(Prior Code, § 6.12.050; Ord. No. 650, § 70, 4-11-1994)

**Sec. 8-72. - Investigation and classification.**

Now Sec 8-20. Title updated to Animal Control Officer

Upon receiving a report of a dangerous dog or potentially dangerous dog within a dog control officer's jurisdiction from a law enforcement agency, animal control agency, rabies control officer or county board of health, the dog control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this article.

(Prior Code, § 6.12.060; Ord. No. 650, § 71, 4-11-1994)

**Sec. 8-73. - Classification; notice and hearing.**

Now Sec 8-21. Title updated to Animal Control Officer and hearings are now heard through Municipal Court

- (a) As applied to the owners of potentially dangerous dogs, the procedures provided for in this section must be carried out as a necessary condition for the enforcement of the provisions of this article against such owners. As applied to the owners of dangerous dogs, the procedures provided for in this section shall not be an essential element of any crime provided for in this article.
- (b) When a dangerous dog or a potentially dangerous dog is classified as such, the dog control officer shall notify the dog's owner of such classification.
- (c) The notice to the owner shall meet the following requirements:
  - (1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address.
  - (2) The notice shall include a summary of the dog control officer's findings that formed the basis for the dog's classification as a dangerous or potentially dangerous dog.
  - (3) The notice shall be dated and shall state that the owner, within 15 days after the date shown on the notice, has a right to request a hearing on the dog control officer's determination that the dog is a dangerous dog or potentially dangerous dog.
  - (4) The notice shall state that the hearing, if requested, shall be before the animal control board.
  - (5) The notice shall state that if a hearing is not requested, the dog control officer's determination that the dog is a dangerous dog or a potentially dangerous dog will become effective for all purposes under this article on a date specified in the notice, which be after the last day on which the owner has a right to request a hearing.
  - (6) The notice shall include a form to request a hearing before the animal control board and shall provided specific instructions on mailing or delivering such request to the agency.

- (d) When the animal control board receives a request for a hearing, as provided in subsection (c) of this section, it shall schedule such hearing within 30 days after receiving the request. The board shall notify the dog owner in writing by certified mail of the date, time, and the place of the hearing, and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence, and, in addition thereto, the governing authority or board shall receive such other evidence and hear such other testimony as the governing authority or board may find reasonably necessary to make a determination either to sustain, modify or overrule the dog control officer's classification of the dog.
- (e) Within ten days after the date of the hearing, the board shall notify the dog owner in writing by certified mail or statutory overnight delivery of its determination on the matter. If such determination is that the dog is a dangerous dog or a potentially dangerous dog, the notice shall specify the date upon which that determination is effective.

(Prior Code, § 6.12.070; Ord. No. 650, § 72, 4-11-1994)

**Sec. 8-74. - Registration, insurance, notice and enforcement.**

Now Sec 8-22. Title updated to Animal Control Officer

The dog control officer shall issue a certificate of registration to the owners of dangerous and potentially dangerous dogs when the owner shows the dog control officer sufficient evidence of the following:

- (1) For a potentially dangerous dog:
  - a. A proper enclosure sufficient to confine the dog;
  - b. The posting on the premises where the dog is located with a clearly visible sign warning that there is a potentially dangerous dog located on the premises and containing a symbol reasonably calculated to inform children of the presence of the potentially dangerous dog;
  - c. An insurance policy in the amount of at least \$15,000.00 issued by a surety company authorized to do business in the state, payable to any person injured by a dangerous dog.
- (2) There shall be an annual fee for the certificate of registration. The amount of the annual fee shall be as established by the city council, from time to time. Certificates of registration shall be renewed on an annual basis. At the time of the annual renewal of a certificate of registration, a dog control officer shall require evidence from the owner or make such investigation as may be necessary to verify that the dangerous dog or potentially dangerous dog is continuing to be confined in a proper enclosure and that the owner is continuing to comply with other provisions of this article.

(Prior Code, § 6.12.080; Ord. No. 650, § 73, 4-11-1994)

**Sec. 8-75. - Restrictions on taking out of enclosures.**

Now Sec 8-23

- (a) It is unlawful for an owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and is under the physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person.
- (b) It is unlawful for the owner of a potentially dangerous dog to permit the dog to be outside a proper enclosure unless the dog is restrained by a substantial chain or leash and is under the restraint of a responsible person.

(Prior Code, § 6.12.090; Ord. No. 650, § 74, 4-11-1994)

**Sec. 8-76. - Notification of death, escape, sale or donation.**

Now Sec 8-24. Title updated to Animal Control Officer

The owner of a dangerous or potentially dangerous dog shall notify the dog control officer if the owner is moving from the dog control officer's jurisdiction. The owner of a dangerous dog or potentially dangerous dog who is a new resident of the state shall register the dog as required in this section within 30 days after becoming a resident. The owner of a dangerous dog or potentially dangerous dog who moves from one jurisdiction to another within the state shall register the dangerous dog or potentially dangerous dog in the new jurisdiction within ten days after becoming a resident.

(Prior Code, § 6.12.100; Ord. No. 650, § 75, 4-11-1994)

**Sec. 8-77. - Confiscation; grounds; disposition.**

Now Sec 8-25. Title updated to Animal Control Officer and Section numbers updated to reflect changes

- (a) A dangerous dog shall be immediately confiscated by the dog control officer or by a law enforcement officer or by another person authorized by the dog control officer if the:
  - (1) Owner does not secure the liability insurance or bond required by section 8-74;
  - (2) Dog is not validly registered as required by section 8-74;
  - (3) Dog is not maintained in a proper enclosure; or
  - (4) Dog is outside a proper enclosure in violation of section 8-75(a).
- (b) A potentially dangerous dog shall be confiscated in the same manner as a dangerous dog if the dog is:
  - (1) Not validly registered as a required by section 8-74;
  - (2) Not maintained in a proper enclosure; or
  - (3) Outside a proper enclosure in violation of section 8-75(b).
- (c) Any dog that has been confiscated under the provisions of subsection (a) or (b) of this section shall be returned to its owner upon the owner's compliance with the provisions of this article and upon the payment of reasonable confiscation costs. If the owner has not complied with the provisions of this article within 20 days of the date the dog was confiscated, such dog shall be destroyed in an expeditious and humane manner.

(Prior Code, § 6.12.110; Ord. No. 650, § 76, 4-11-1994)

**Sec. 8-78. - Miscellaneous provisions.**

Now Sec 8-26. Title updated to Animal Control Officer

- (a) The dog control officer's authority to investigate shall include the power to enter onto public and private property for the purpose of periodic inspection.
- (b) The dog control officer shall maintain a copy of all state and local laws applicable to dangerous dogs and potentially dangerous dogs which records shall be available for inspection by the public during regular business hours. The dog control officer shall not be authorized to interpret these laws nor to give advice to owners.

- (c) This article is adopted pursuant to O.C.G.A. § 4-8-20 et seq. to implement the duties for which the county is responsible under state law. This article shall not be construed to impose any additional duties or liability on the city or on its officers and employees or to waive any immunity which is currently provided by law.
- (d) This article shall be null, void and without effect upon repeal of O.C.G.A. § 4-8-20 et seq. by the state legislature.

(Prior Code, § 6.12.120; Ord. No. 650, § 77, 4-11-1994)

**Sec. 8-79. - Contracting services.**

Now Sec 8-27. Title updated to Animal Control Officer

The mayor and council, pursuant to the authority granted by O.C.G.A. § 4-8-22, shall be able to contract or enter into agreements with the county, and/or other local governments for joint dog control services or for the provision of dog control services required by O.C.G.A. § 4-8-20 et seq., or this article and for the separate or joint use of personnel, facilities, boards and equipment used in the provision and enforcement of such services.

(Prior Code, § 6.12.130; Ord. No. 650, § 78, 4-11-1994)

Secs. 8-80—8-89. - Reserved.

**ARTICLE IV. - PET WASTE**

Entire Article removed. Will be covered in Sec 8-8 Nuisance

Sec. 8-90. - Definitions.

For the purpose of this article, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

*Immediate* - shall mean that the pet solid waste is removed at once, without delay.

*Owner/keeper* - any person who shall possess, maintain, house or harbor any pet or otherwise have custody of any pet, whether or not the owner of such pet.

*Person* - any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

*Pet* - a domesticated animal (other than a disability assistance animal) kept for amusement or companionship.

*Pet solid waste* - waste matter expelled from the bowels of the pet; excrement

*Proper disposal* - placement in a designated waste receptacle, or other suitable container, and discarded in a refuse container which is regularly emptied by the municipality or some other refuse collector; or disposal into a system designed to convey domestic sewage for proper treatment and disposal.

( [Ord. No. 2019-05](#), 9-23-2019)

Sec. 8-91. - Requirement for disposal.

All pet owners and keepers are required to immediately and properly dispose of their pet's solid waste deposited on any property, public or private, not owned or possessed by that person.



( [Ord. No. 2019-05](#) , 9-23-2019)

Sec. 8-92. - Exemptions.

Any owner or keeper who requires the use of a disability assistance animal shall be exempt from the provisions of this section while such animal is being used for that purpose.

( [Ord. No. 2019-05](#) , 9-23-2019)

Sec. 8-93. - Enforcement.

The provisions of this article shall be enforced by the Police Department or Codes Enforcement Officer of the City of Grantville.

( [Ord. No. 2019-05](#) , 9-23-2019)

Sec. 8-94. - Violations and penalty.

Any person(s) who is found to be in violation of the provisions of this article shall be subject to penalty as provided for by Section 3.06(3) of the Charter.

( [Ord. No. 2019-05](#) , 9-23-2019)