

CITY OF DOUGLASVILLE
CITY COUNCIL LEGISLATIVE WORK SESSION

Agenda



THURSDAY, JUNE 13, 2019

6:00 PM

Conference Center, Auditorium, 6700 Church Street

1. Call To Order

Mayor Rochelle Robinson

2. Invocation

Pastor Angelia Pounds, Discipleship Pastor of Church at Chapelhill

3. Pledge of Allegiance

Mayor Pro Tem Richard Segal

4. Announcements - Presentations

5. Public Safety Committee - Chairman Sam Davis

- A. Appoint a candidate to the Douglasville/Douglas County Animal Advisory Board for a term expiring July 3, 2021.

6. Community & Economic Development Committee - Chairman Richard Segal

- A. Item 21-19-18 - Tabled from June 3, 2019 - Adopt an ordinance to amend sections 10-1 and 10-2 of the Alcoholic Beverages Ordinance to revise definitions, to create an Entertainment District, and to reorganize provisions, to repeal sections 10-1.2 and 10-146, and to adopt a map for the Entertainment District.
- B. Appoint Mr. Don Watts to serve as the Post 7 member of the Development Authority of the City of Douglasville term expiring July 23, 2023.
- C. Appoint Aaron Szarowicz, Community Outreach Coordinator, to serve as the City of Douglasville's representative to serve a 3-year term on the Board of Directors of the Cultural Arts Council of Douglasville/Douglas County.
- D. Authorize the Mayor to sign an engagement letter with Dentons US LLP for legal services in connection with the City's proposed Tax Allocation District.

7. Planning & Development Committee - Chairman Mark Adams

8. **Parks & Recreation Committee - Chairman Chris Watts**
 - A. Authorize the Mayor to sign an agreement with John Pearson for security services in the City parks.
 - B. Authorize the Mayor to sign a new License and Service Agreement and related documents with GPSi Leasing II - Accord LLC to upgrade computer software for the City's 72 leased golf carts and to extend the term of the existing lease.
9. **Finance Committee - Chairman Mark Adams**
10. **Information Technology Committee - Chairman Terry Miller**
11. **Maintenance & Sanitation Committee - Chairman Chris Watts**
 - A. Authorize the Mayor to sign Change Order #1 to the City's agreement of October 30, 2019 with AECOM Technical Services Inc. to have that firm provide additional services in connection with the City's Cedar Mountain Road Maintenance Building Project.
12. **Transportation Committee - Chairwoman LaShun B. Danley**
13. **Personnel & Organization Committee - Chairman Richard Segal**
14. **Ordinances & Intergovernmental Committee - Chairwoman LaShun B. Danley**
 - A. Item 29-19-5 - Tabled from June 3, 2019 - Adopt a resolution which recognizes the partnership between the City of Douglasville, Douglas County, and the Cities of Villa Rica and Austell, Georgia and that partnership's establishment of the 2020 Census Complete Count Committee to ensure a complete and accurate count of all Douglas County residents.
15. **Education & Training Committee - Chairman Sam Davis**
16. **Communications Committee - Chairman Terry Miller**
 - A. Adopt a resolution revising the performance chart for the 2019 Wednesday Wind Down concert series.
17. **Other Business**
18. **City Attorney - Joel Dodson**
19. **Chief Assistant City Attorney - Suzan Littlefield**
20. **Chief of Police - Gary Sparks**
21. **City Manager - Marcia Hampton**
22. **Comments from Citizens and Delegates**
23. **Staff Reports**
24. **Adjournment**



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1563, **Version:** 1

Appoint a candidate to the Douglasville/Douglas County Animal Advisory Board for a term expiring July 3, 2021.

ARTICLE XI. - ANIMAL ADVISORY BOARD

Sec. 5-110. - Animal advisory board.

- (a) *Membership.* The county animal advisory board is hereby created. The county animal advisory board shall be composed of eight (8) members. Five (5) members shall be appointed by the board of commissioners. Two (2) members shall be appointed by the City of Douglasville mayor and council. The remaining member shall be a veterinarian appointed by the remaining seven (7) members. A member of the county government services department will serve as secretary to the advisory board. Unless otherwise authorized by subsequent ordinance, the members of this advisory board shall serve without compensation.
- (b) *Terms.* Initially, three of the county's appointees and one of the city's appointees shall serve a one-year term. The remaining appointees shall serve a two-year term. All members shall thereafter serve two-year terms.
- (c) *Duties.* In addition to such other powers and duties as may be set forth in this chapter, the animal advisory board shall have the power and duty to:
- (1) Study animal related issues and make recommendations to the board of commissioners;
 - (2) Review and make recommendations to the board of commissioners regarding ordinances relating to the control and welfare of animals in the unincorporated county;
 - (3) Supply reports to the board of commissioners at such frequency as the board may require;
 - (4) Other duties as prescribed by the board of commissioners.

(Ord. of 5-1-07, § 1)

FOOTNOTE(S):

--- (1) ---

Editor's note—An ordinance of May 1, 2007, § 1, amended the Code by repealing former art. XI, §§ 5-110 and 5-111, and adding a new art. XI. Former art. XI pertained to the animal control shelter committee, and was part of the original 1988 Code.

Tamara L. Manny

Business Professional

- Intensely focused on prospect and client needs. Employ comprehensive product knowledge to quickly assess the clients desires and recommend appropriate solutions.
 - Consistent drive to delight the customer.
 - Extraordinarily adaptable to new products and selling situations.
 - Confident, innovative and determined team leader and team player.
 - Combines patience and persistence to pursue client and company goals.
-

EXPERIENCE

Proforma/Resolution Print Management

2004- present

Owner and President

Owns and manages a business that provides printing and promotional products to client companies. The solutions are directed toward improving the client companies' communication and corporate image.

- Manage all aspects of a small business.
- Established as a *Woman Owned* minority business in 2007.
- Consistent sales growth year to year.
- Servicing customers large and small in 5 states and three countries.

Linsco Private Ledger

1999- 2004

Office Administrator

LPL is a leading financial investment firm with over 6000 offices.

- Directed all branch activities and supervised other employees while focusing on providing sales and service of financial and security products.
- Co-ordinate sales seminars to promote products and services.
- Created and continue to update written job descriptions for office personnel
- Developed manual for all business office procedures, resulting in standardized operations.
- Schedule daily appointments, handle phone communication, greet clients, collect payments and post accurate record of office transactions and receipts into computer.

Medical Office Manager

1989-1999

Office Manager

Maintain all aspects of a small medical office.

- Patient scheduling.
- Payment credit and collection.
- Maintain supplies and equipment.

Bank Teller

1984-1989

EDUCATION

Tompkins Cortland Community College – Cortland, New York

1982-1984

Currently Serving on:

Keep Douglasville Beautiful Chairman	2019-present
Keep Douglasville Beautiful Board	2018-present
Douglas County Animal Control Advisory Board	2017-present
Penny McHenry Hydrangea Festival Committee	2016 -present
Douglasville Convention and Visitors Bureau	2010 – 2017
Douglasville Organization Committee	2009 – present
Douglasville Promotions Committee	2009-present
Cultural Arts Council Board of Directors	2012-2018
Cultural Arts Council Executive Board	2012-2018
Wolf Creek Home Owners Association Board	2005-present

Recipient of:

Douglas county Sheriff Citizens Law Enforcement Academy (CLEA) Certificate Spring 2019

City of Douglasville Better Together Certificate of Impact 2019

City of Douglasville Citizens Police Academy Certificate Fall 2018

The Douglasville Downtown Development Authority's Volunteer of the Year 2010

The City of Douglasville Convention & Visitors Bureau Spirit Award 2011



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6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1565, **Version:** 1

Item 21-19-18 - Tabled from June 3, 2019 - Adopt an ordinance to amend sections 10-1 and 10-2 of the Alcoholic Beverages Ordinance to revise definitions, to create an Entertainment District, and to reorganize provisions, to repeal sections 10-1.2 and 10-146, and to adopt a map for the Entertainment District.

ORDINANCE NUMBER _____

AN ORDINANCE

To amend sections 10-1 and 10-2 of the Alcoholic Beverages Ordinance of the Code of the City of Douglasville to revise definitions, to create an Entertainment District, and to reorganize provisions; to repeal sections 10-1.2 and 10-146 of said Ordinance pursuant to reorganization; to adopt a map for the Entertainment District; to repeal any conflicting ordinances; to provide an effective date; and other purposes.

BE IT ORDAINED by the Mayor and City Council of Douglasville, Georgia, and it is hereby ordained by the authority thereof as follows:

SECTION ONE

Section 10-1 of the Alcoholic Beverages Ordinance of the Code of the City of Douglasville is amended to add the following after the definition for "*Distilled spirits*":

Entertainment Days means those days and times when the regulations of subsection 10-2(c)(5) allow certain outdoor possession of beer and wine, and pouring of beer and wine by District licensees for this purpose; these days and times are limited to:

- a. Fridays beginning at 10:00 a.m., and ending at midnight for pouring, and ending at 12:30 a.m. on the following day for outdoor possession;
- b. Saturdays beginning at 10:00 a.m., and ending at midnight for pouring, and ending at 12:30 a.m. on the following day for outdoor possession;
- c. Sundays beginning at 11:00 a.m., and ending at 11:30 p.m. for pouring, and ending at midnight for outdoor possession;
- d. Such other days as the mayor and council may approve from time to time by resolution or ordinance, or by the city manager by written permit filed with the city clerk. Unless expressly otherwise approved, pouring shall end at midnight on the date approved and outdoor possession shall end thirty minutes after midnight.

Entertainment District or District means that portion of the city shown in a map adopted for this purpose by the Mayor and Council, marked as "Douglasville Entertainment District Map" and maintained in the office of the City Clerk.

SECTION TWO

Section 10-1 of the Alcoholic Beverages Ordinance of the Code of the City of Douglasville is amended to add revise the definition of "*Pour*" to read as follows;

Pour means sell for beverage purposes, "sell for consumption on the premises," "sell by the drink," and "allow patrons to bring their own liquor, wine or malt beverages for the purposes of mixing drinks

and/or consuming same on the premises." The sale of "mixes or set-ups" or advertising to "bring your own" or the possession by patrons in the premises of liquor, wine or malt beverages, shall be prima facie evidence of pouring. Pour also includes any serving or consumption of alcohol at a licensed pouring establishment, whether the consumer is a member of the general public or a guest at a private party, and whether the alcohol is provided for pay or for free. Pour also includes any serving of alcoholic beverages in a restaurant, hotel or private club, and includes any serving of alcoholic beverages by an alcoholic beverage licensee in any place other than the licensee's home.

SECTION THREE

Section 10-1 of the Alcoholic Beverages Ordinance of the Code of the City of Douglasville is amended to add the following after the definition for "State law":

Unique Cup means one or more visually distinctive cups which will hold not more than 16 fluid ounces for beer or 5 fluid ounces for wine, and for which the styles or designs have been approved by the Mayor and Council.

SECTION FOUR

Section 10-1.2 of the Alcoholic Beverages Ordinance of the Code of the City of Douglasville is repealed.

SECTION FIVE

Section 10-2 of the Alcoholic Beverages Ordinance of the Code of the City of Douglasville is amended to read as follows:

Sec. 10-2. – Drunkenness; pouring and drinking in public places; off-premise pouring.

(a) Generally. It shall be unlawful to be drunk or intoxicated as follows:

- (1) In any private place in the city while disturbing others;
- (2) In any motor vehicle upon the streets, lanes, alleys or public walkways of the city;
- (3) In any park, publicly owned building or place.

(b) Outdoor spaces at pouring establishments. It shall be unlawful to pour any alcoholic beverage outside the indoor structure on the property of any properly licensed restaurant, hotel, private club or lounge, except as follows:

- (1) Patio pouring. Any restaurant, hotel, private club or lounge licensed for consumption on the premises may serve and allow patrons to consume alcoholic beverages on any porch or open-air patio which is attached directly to the structure of the restaurant, hotel, private club or lounge and for which direct access to the structure is provided by means of a door to the porch or

open-air patio, where the porch or open-air patio is surrounded (except for not more than one exit unless otherwise required) by a fence sufficiently high to block the view of seated patron from public view outside the premises but in no event less than three feet in height, and which:

- i. Is completely opaque and provides a total visual screen from outside the licensed premises; or
- ii. Is lined with planted or potted vegetation not less than three feet in height and spaced not more than 48 inches from the center of one plant to the next.

The patio may be located on a parcel adjacent to the pouring establishment, provided that the patio is immediately adjacent to the establishment's indoor structure.

(2) Event permit pouring. Any restaurant, hotel, private club or lounge licensed for consumption on the premises may pour and allow patrons to consume alcoholic beverages on the outdoor portion of the lot for any licensed premises for any event of not more than three days in duration where:

- i. The area for the special event is completely enclosed to prevent patrons from exiting the area in the normal course of business except through the indoor portion of the permanent structure; and
- ii. The area for the special event is completely surrounded, except as otherwise required by fire and safety regulations, by an opaque fence or other screen, not less than six feet in height, providing a total visual screen from outside the licensed premises.

Event pouring on licensed property shall be allowed only pursuant to a permit issued by the finance director upon the application of a licensee made at least five days in advance of the proposed event, upon payment of an application fee of \$100.00, and upon submission of a sketch drawing of the layout of the proposed event showing compliance with the screening requirements of this subsection. No more than five permits for event pouring shall be issued to any licensee for the same licensed premises within any calendar year, and no permit shall be issued for an effective date within 20 days of the effective date of any previous permit for the same licensed premises.

(3) Private golf course pouring. Upon the outdoor premises of any privately-owned golf course with an indoor restaurant licensed for pouring.

(c) Downtown Plaza, sidewalks, streets and other city-owned spaces. It shall be unlawful to possess an open container of alcohol, to drink alcohol, or to pour alcohol for removal and consumption in publicly owned buildings, on the public streets, on public sidewalks or on publicly owned outdoor areas, except:

- (1) Conference Center. Inside the downtown conference convention and conference center, alcohol may be poured and consumed from 6:00 a.m. until midnight Monday through Saturday, and from 11:00 a.m. until 11:30 p.m. on Sundays;
- (2) Sidewalk cafes. Any portion of any alley or walkway directly abutting a restaurant holding a sidewalk cafe permit holding a pouring license and complying with the requirements of Chapter 74, Article II ;

(3) West Pines Golf Course and Clubhouse. At the West Pines Golf Course and Clubhouse beer and wine, but not liquor, may be poured; consumption of beer and wine at this location is limited to alcoholic beverages sold on the premises during operating hours for the golf course or the clubhouse, and such beer and wine may be poured and consumed anywhere indoors and outdoors on the premises;

(4) Event permits. On O'Neal Plaza, Plaza East and Plaza West, in conjunction with event permits, as approved individually by the mayor and council. b. O'Neal Plaza, Plaza East, and Plaza West.

i. Any person may be approved by the mayor and council for an event permit for pouring of wine and malt beverages on O'Neal Plaza, which may include Plaza East and Plaza West, provided that no such event permit shall be issued unless the applicant shall also secure one of the following:

(A) A catered off-premises license from the city or from any other Georgia county or municipality authorized by O.C.G.A. section 3-11-1 et seq.;

(B) A non-profit civic organization permit from the Georgia Department of Revenue authorized by O.C.G.A. section 3-9-3 et seq.; or

(C) A special event use permit from the Georgia Department of Revenue authorized by O.C.G.A. section 3-14-1.

ii. The fee for events permits on O'Neal Plaza shall be \$250.00 per permit, to be paid at the time of application, and to be refunded if the permit is denied or withdrawn, provided that every applicant having a local regular pouring license authorized by subsection (d) shall have an annual credit against such permit fees equal to the amount of alcoholic beverage license fees paid to the city by the applicant for any alcoholic beverage license which is current, in good standing, and not in a state of probation or suspension. The application shall state the name and address of the applicant and the type of alcoholic beverage license described in subsection i. to be utilized.

iii. After approval by the mayor and council, the finance department shall issue the event permit to the applicant after the applicant has produced a copy of the permit specified in subparagraph i.

iv. Throughout the event, the permittee shall maintain on O'Neal Plaza not fewer than four portable signs advising patrons that no alcoholic beverages may be removed from the event area. The police chief shall recommend to the mayor and council the number of certified law enforcement officers which the applicant should employ at the applicant's cost for any event, and the mayor and council shall require an adequate number to be hired as a special stipulation of approval. The permittee shall ensure that no alcoholic beverages are removed from the event area by patrons. Adequate trash receptacles or other facilities for patron disposal of cups and glasses shall be provided by the permittee.

(5) Entertainment District. It shall be lawful to possess an open container of alcohol or to drink alcohol on the public streets, sidewalks or publicly owned outdoor areas, or to pour an open container of alcohol at a pouring establishment for removal from the premises onto public streets, sidewalks or publicly owned outdoor within the Douglasville Entertainment District on Entertainment Days, where the following regulations shall apply:

(i) Any licensee holding a license for pouring beer or wine by the drink may sell one beer or wine beverage in a Unique Cup for removal from the premises; provided, however, that the beer or wine beverage shall not be placed into a container other than the Unique Cup, the licensee may dispense no more than one such beer or wine beverage per person for removal from the premises at one time, and no person shall remove more than one beer or wine beverage from the premises at one time;

(ii) Any beer dispensed pursuant to this subsection (c)(5) shall not exceed 16 fluid ounces in size and no person shall possess an open container containing beer in excess of 16 fluid ounces on the streets, sidewalks, plazas or other public places within the District; any wine dispensed pursuant to this subsection (c)(5) shall not exceed 5 fluid ounces in size and no person shall possess an open container containing wine in excess of 5 fluid ounces on the streets, sidewalks, plazas or other public places within the District;

(iii) No person shall possess within the outdoor portions of the Entertainment District an open container of alcoholic beverage other than that purchased at a pouring establishment located within the Entertainment District;

(iv) No pouring licensee shall pour alcoholic beverage into a Unique Cup or allow removal from the licensed premises any open container of alcoholic beverage except during hours allowed for Entertainment Days as provided in Section 10-1;

(v) No person shall possess outdoors or remove from any pouring establishment within the District a Unique Cup containing any alcoholic or non-alcoholic beverage except during hours allowed for Entertainment Days as provided in Section 10-1, except as provided in subsection (c)(5) .

(d) Unlicensed property not owned by the city. It shall be unlawful to for any licensee to pour alcohol on any unlicensed premises not owned by the City and other than his home except as follows:

(1) Catered event permits. Any holder of a Georgia retail alcoholic beverage license for sales by the drink for consumption on the premises, who additionally holds a valid retail license from any county or municipality in Georgia authorizing the licensee to sell alcohol by the package or by the drink, may be issued a catered event permit to allow off-premises pouring at authorized catered functions at the Douglasville Downtown Conference Center, O'Neal Plaza, Plaza East, Plaza West or at any privately owned residence in the city pursuant to O.C.G.A. § 3-11-3. Any holder of a pouring license for wine and malt beverage shall be eligible for catered event permits to pour wine and malt beverage, but not to pour liquor, unless the licensee also holds a liquor license. Catered event permits shall be issued administratively by the city finance department upon compliance with this section and state law; any denial of a catered event permit may be appealed to the city council. The

application for any such permit shall include the date, address and time of the event, along with the applicant's state licensed alcoholic beverage caterer's license number.

(2) Non-profit civic organization permits. Any nonprofit civic organization eligible for a temporary pouring permit authorized by O.C.G.A. § 3-9-3 shall be entitled to a local three-day nonprofit civic organization permit authorizing pouring of alcoholic beverages at a specified location, which may be issued only in conjunction with a state-issued nonprofit civic organization permit. Nonprofit civic organization permits shall be issued administratively by the finance director upon compliance with this article and state law; any denial of a nonprofit civic organization permit may be appealed to the city council.

(3) Department of Revenue event permits. The finance department shall issue a local special event use permit to any holder of a special event use permit issued by the department of revenue.

SECTION SIX

Section 10-146 of the Alcoholic Beverages Ordinance of the Code of the City of Douglasville is repealed and reserved.

SECTION SEVEN

The map attached as Exhibit A is hereby adopted as the "Douglasville Entertainment District Map" and shall be maintained in the office of the City Clerk.

SECTION EIGHT

The approved style of Unique Cups referred to section 10-2 of the Alcoholic Beverages Ordinance shall be green cups bearing the words "Entertainment District", without any logo on the sides, and having a capacity of approximately 5 fluid ounces for wine, or having a capacity of approximately 16 fluid ounces for beer. The City Community Development Department shall be the sole distributor to local pouring establishments for the Unique Cups, and may charge a reasonable fee for the cups to recoup the City's cost.

SECTION NINE

This ordinance shall become effective on June 12, 2019.

SECTION TEN

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Ordained this _____ day of _____, 2019.

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

Attest:

City Clerk

Delivered to Mayo, June _____ 20____ City Clerk_____

Received from Mayor, June _____ 20____ City Clerk_____

Search Maps Tools More...

Douglas County Maps

Quick Search Identify Street View Community Info Map Themes

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Locate Me

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Full Extent

Prev Extent

Next Extent

0 200 400ft



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1561, **Version:** 1

Appoint Mr. Don Watts to serve as the Post 7 member of the Development Authority of the City of Douglasville term expiring July 23, 2023.

➔§ 36-62-5. Qualifications of directors; officers; compensation; expenses; bylaws; powers

(a) The directors shall be taxpayers residing in the county or municipal corporation for which the authority is created, and their successors shall be appointed as provided by the resolution provided for in Code Section 36-62-4. The governing authority of a county or municipality may appoint no more than one member of the governing authority as a director.

(b) The directors shall elect one of their members as chairman and another as vice-chairman and shall also elect a secretary and a treasurer or a secretary-treasurer, either of whom may, but need not, be a director.

(c) The directors shall receive no compensation for their services but shall be reimbursed for their actual expenses incurred in the performance of their duties; provided, however, the directors of the development authority activated by counties having a population of 550,000 or more according to the United States decennial census of 1980 or any future such census shall be paid a per diem allowance to be determined by the governing authority of such counties for each day, or part thereof, spent in the performance of their duties.

(d) The authority may make bylaws and regulations for its governance and may delegate to one or more of its officers, agents, and employees such powers and duties as may be deemed necessary and proper.

(e)(1)(A) The provisions of Code Section 45-10-3 shall apply to all directors of the authority, and a director of the authority shall not engage in any transaction with the authority.

(B) The provisions of paragraph (9) of Code Section 45-10-3 and subparagraph (A) of this paragraph shall be deemed to have been complied with and the authority may purchase from, sell to, borrow from, loan to, contract with, or otherwise deal with any director or any organization or person with which any director of the authority is in any way interested or involved, provided (1) that any interest or involvement by such director is disclosed in advance to the directors of the authority and is recorded in the minutes of the authority, (2) that any interest or involvement by such director with a value in excess of \$200.00 per calendar quarter is published by the authority one time in the legal organ in which notices of sheriffs' sales are published in each county affected by such interest, at least 30 days in advance of consummating such transaction, (3) that no director having a substantial interest or involvement may be present at that portion of an authority meeting during which discussion of any matter is conducted involving any such organization or person, and (4) that no director having a substantial interest or involvement may participate in any decision of the authority relating to any matter involving such organization or person. As used in this subsection, a "substantial interest or involvement" means any interest or involvement which reasonably may be expected to result in a direct financial benefit to such director as determined by the authority, which determination shall be final and not subject to review.

(2) Nothing contained in paragraph (1) of this subsection or in Code Section 45-10-3 shall be deemed to prohibit any director who is present at any meeting or who participates in any decision of the authority from providing legal services in connection with any of the undertakings of the authority or from being paid for such services.

(f) Each development authority shall provide to its respective county or municipal fiscal officer,

as the case may be, an audited financial statement if such audit has been required by the respective county or municipality within six months of the

§ 36-62-6. Powers of authorities

(a) Each authority shall have all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including, but without limiting the generality of the foregoing, the power:

- (1) To bring and defend actions;
- (2) To adopt and amend a corporate seal;
- (3) To make and execute contracts and other instruments necessary to exercise the powers of the authority, any of which contracts may be made with the county in which the authority is located or with any one or more municipal corporations in such county; each such county and all municipal corporations therein are authorized to enter into contracts with the authority;
- (4) To receive and administer gifts, grants, and devises of any property and to administer trusts;
- (5) To acquire, by purchase, gift, or construction, any real or personal property desired to be acquired as part of any project or for the purpose of improving, extending, adding to, reconstructing, renovating, or remodeling any project or part thereof already acquired or for the purpose of demolition to make room for such project or any part thereof;
- (6) To sell, lease, exchange, transfer, assign, pledge, mortgage, dispose of, or grant options for any real or personal property or interest therein for any such purposes;
- (7) Except as otherwise provided in paragraph (7.1) of this Code section, to dispose of any real property for fair market value, regardless of prior development of such property as a project, whenever the board of directors of the authority may deem such disposition to be in the best interests of the authority if the board of directors of the authority prior to such disposition shall determine that such real property no longer can be used advantageously as a project for the development of trade, commerce, industry, and employment opportunities;
- (7.1) Notwithstanding any other provision of this chapter to the contrary, to dispose of any real property for fair market value or any amount below fair market value as determined by the board of directors of the authority, regardless of prior development of such property as a project, whenever the board of directors of the authority may deem such disposition to be in the best interests of the authority if the board of directors of the authority prior to such disposition shall determine that such real property no longer can be used advantageously as a project for the development of trade, commerce, industry, and employment opportunities and if title to such real property is to be transferred to the state;
- (8) To mortgage, convey, pledge, or assign any properties, revenues, income, tolls, charges, or fees owned or received by the authority;
- (9) To appoint officers and retain agents, engineers, attorneys, fiscal agents, accountants, and employees and to provide for their compensation and duties;
- (10) To extend credit or make loans to any person, firm, corporation, or other industrial entity for the planning, design, construction, acquisition, or carrying out of any project, which credit or loans shall be secured by loan agreements, mortgages, security agreements, contracts, and all other instruments, fees, or charges, upon such terms and conditions as the authority shall determine reasonable in connection with such loans, including provision for the establishment and maintenance of reserves and insurance funds; and, in the exercise of powers granted by this Code section in connection with a project for such person, firm, corporation, or other industrial entity, to require the inclusion in any contract, loan agreement, security agreement, or other instrument, of such provisions for guaranty, insurance, construction, use, operation, maintenance, and financing of a project as the authority may deem necessary or desirable;
- (11) To acquire, accept, or retain equitable interests, security interests, or other interest in any property, real or personal, by mortgage, assignment, security agreement, pledge, conveyance, contract, lien, loan agreement, or other consensual transfer, in order to secure the repayment of any moneys loaned or credit extended by the authority;

(12) To construct, acquire, own, repair, remodel, maintain, extend, improve, and equip projects located on land owned or leased by the authority or land owned or leased by others and to pay all or part of the cost of any such project from the proceeds of revenue bonds of the authority or from any contribution or loans by persons, firms, or corporations or any other contribution, all of which the authority is authorized to receive, accept, and use;

(13) To borrow money and issue its revenue bonds and bond anticipation notes from time to time and to use the proceeds thereof for the purpose of paying all or part of the cost of any project, including the cost of extending, adding to, or improving the project, or for the purpose of refunding any such bonds of the authority theretofore issued and to otherwise carry out the purposes of this chapter and to pay all other costs of the authority incident to or necessary and appropriate to such purposes, including the providing of funds to be paid into any fund or funds to secure such bonds and notes, provided that all such bonds and notes shall be issued in accordance with the procedures and subject to the limitations set forth in Code Section 36-62-8;

(14) As security for repayment of authority obligations, to pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property, real or personal, of such authority and to execute any trust agreement, indenture, or security agreement containing any provisions not in conflict with law, which trust agreement, indenture, or security agreement may provide for foreclosure or forced sale of any property of the authority upon default, on such obligations, either in payment of principal or interest or in the performance of any term or condition, as are contained in such agreement or indenture. This state, on behalf of itself and each county, municipal corporation, political subdivision, or taxing district therein, waives any right which it or such county, municipal corporation, political subdivision, or taxing district may have to prevent the forced sale or foreclosure of any property of the authority so mortgaged or encumbered, and any such mortgage or encumbrance may be foreclosed in accordance with law and the terms thereof;

(15) If any authority authorizing an air transportation facility, to contract with any county or municipal corporation in the state; and any county or municipal corporation in the state is empowered to contract with any such authority to furnish air transportation services where such service is not otherwise in existence;

(16) To expend for the promotion of industry, agriculture, and trade within its area of operations any funds of the authority determined by the authority to be in excess of those needed for the other corporate purposes of the authority; and

(17) To do all things necessary or convenient to carry out the powers expressly conferred by this chapter.

(b) This Code section shall not be construed as authorizing an authority as defined in this chapter to exercise the power of eminent domain.

Don Watts



Objective: To obtain a position that utilizes my skills and experience as a veteran educator and to uniquely participate in the team goals of the perspective institution.

Status: Married. One son and daughter-in-law, 2 grandchildren

Employment History

January 2013-May2015---Clayton County Schools, Morrow GA
Teacher of World History, Grades 9-12

July 2010- 2011---Paulding County High School, Dallas GA
Assistant Principal, Teacher Evaluation, Student Discipline

July 2004-2010---East Paulding High School, Dallas, GA
Assistant Principal, Testing Coordinator, Safety Coordinator

July 2002-2004---Hiram High School, Hiram, GA
Assistant Principal and Athletic Director

June 1998-2002---Cullman High School, Cullman, AL
Assistant Principal and Athletic Director

June 1990-May 1996---Cullman High School, Cullman, AL
Taught Physical Education and Social Studies Grades 9-12
Head Varsity Boys Basketball Coach

August 1983-May 1990---Decatur High School, Decatur, AL
Taught US History, Geography, and Health
Assistant Varsity Basketball and Football Coach

August 1977-May 1983---Cullman Middle School, Cullman, AL
Head Junior High Basketball and Assistant Football Coach

Certifications

Educational Administration & History: GA certificate #449514, through July, 2012

Education

University of Alabama, Tuscaloosa, AL

2009---Doctoral Degree in Educational Administration

Jacksonville State University, Jacksonville, AL

2004---Educational Specialist in Educational Administration

University of Alabama in Birmingham, Birmingham, AL

1990---Masters in Educational School Administration

Southern Benedictine College, Cullman, AL

1977---Bachelor's Degree in Social Studies and Physical Education

Warren County High School, McMinnville, TN

High School Diploma

Administrative Duties and Responsibilities

- Testing Coordinator
- Safety Coordinator
- Conducted Staff Development
- Curriculum Planning
- RTI and 504 Coordinator
- School Improvement Plan
- Partners-In-Education Coordinator
- Discipline
- Teacher Assignments
- Textbooks
- Lockers
- Student Parking
- Buses and Bus Discipline
- Supervision

Experience

Administrative---13 years at high school level

Teaching and coaching---24 years

Achievements

4.0 GPA in all classes above Master's Degree

Member of International Golden Key Club
Teacher of the Month
Yearbook Dedication
Coach of the Year
State Finalists in Boys Varsity Basketball

References

Dr. Pamela Pitts, Principal
Morrow High School
2299 Old Rex Morrow Road
Morrow, GA 30260

[REDACTED]
770-473-3241

Mr. Scott Viness, Former Principal
East Paulding High School
3320 East Paulding Drive
Dallas, GA 30157
770-445-5100

[REDACTED]
Mr. Charles Kuss, Director of Attendance
Former Principal of East Paulding High School
3236 Atlanta Highway
Dallas, GA 30132
770-443-8000



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1569, **Version:** 1

Appoint Aaron Szarowicz, Community Outreach Coordinator, to serve as the City of Douglasville's representative to serve a 3-year term on the Board of Directors of the Cultural Arts Council of Douglasville/Douglas County.

Aaron M. Szarowicz, MPA

PROFESSIONAL SUMMARY

A public servant with 3+ years of experience in policy analysis, budget preparation and production of a variety of communication materials within the public sector. Always willing and able to find straightforward solutions to complex problems that enable elected officials to make the most informed decisions possible. The ability to build and maintain professional relationships, coupled with the knowledge of policy development and strong research ability offer a unique skill set to governmental organizations and the constituents they serve.

EXPERIENCE

CITY OF DOUGLASVILLE (Douglasville, GA)

Community Outreach Coordinator

July 2018 – Present

- Responsible for all media relations activities for the City as well as act as the Assistant Public Information Officer (PIO)
- Assists in the development and implementation of policies and procedures pertaining to City communications and compliance with legislation governing public information, records, and meetings
- Researches and compiles information for production of publications; analyzes data and identifies trends; summarizes that data and prepares reports and presentations for City Council
- Prepares speeches and/or talking points in regard to addresses made by Elected Officials about legislative topics as well as other information
- Coordination of community outreach programs, volunteer boards and commissions, and identifies creative ways to foster and maintain relationships with local, state, and regional partners

ICMA Local Government Management Fellow

July 2016 – July 2018

- Generated and maintained the City's first five-year capital projects database that includes an in-depth description of City-wide capital projects as well as tracking the status of those projects as needed
- Composed travel and vehicle-use policies in order to align with the State of Georgia guidelines for employees traveling on municipal business. Presented final policy recommendations to City Council
- Play a critical role in the development and adoption of a performance-based budgeting process with the Finance Department
- Composed the monthly "News and Views from the Mayor" section of *Chapel Hills News and Views* on behalf of the Mayor
- Draft and prepare proclamations and resolutions to be presented by the Mayor and City Council
- Research, develop and create a Youth Council Program for the City, aiming to introduce and involve youth with government and community events inside the City and the Atlanta-Metro area
- Assisted in the creation, recruitment and placement of the first internship program within the City. Oversaw the intern placed in the City Manager's Office

CITY OF STURGIS (Sturgis, MI)

Summer Management Intern

March - August 2015

- Experienced the total scope of city government functions through a ride-along with the Sturgis Police Department and fieldwork with the Department of Public Services in addition to daily responsibilities with the City Manager's office
- Researched and applied for Community Development Block Grants (CDBG) through the Michigan Economic Development Corporation (MEDC) to assist in funding potential projects throughout the City
- Developed various press releases to inform citizens about road closings, power outages, and special events happening throughout the City
- Analyzed the City's code of ordinances and fine schedule for civil infractions. Missing fine amounts were identified, updated, and presented to the City Commission for approval
- Researched municipalities' ordinances, presented findings, and provided ordinance recommendations to the City and Assistant City Managers to keep them abreast of best practices

WESTERN MICHIGAN UNIVERSITY (Kalamazoo, MI)

Graduate Assistant – School of Public Affairs & Administration (SPAA)

January 2014 – June 2016

- Updated and maintained all sections of the SPAA website utilizing the University's Content Management System (CMS)
- Facilitated the transition from paper applications to the electronic application system and ensured that all application requirements were clear to all applicants
- Represented SPAA at various networking fairs, consistently marketing the MPA program and facilitating the increase of enrollment of over 5%

PHILADELPHIA DISTRICT ATTORNEY'S OFFICE (Philadelphia, PA)

Intern – Family Violence and Sexual Assault Unit

January – May 2011

- Assisted in case preparation by subpoenaing medical records, requesting arrest records, and obtaining complainant and witness interview records
- Analyzed over 120 hours of recorded prison phone conversations and submitted findings to the assigned Assistant District Attorney, leading to multiple convictions

Aaron M. Szarowicz, MPA

PROFESSIONAL MEMBERSHIPS AND AWARDS

CULTURAL ARTS COUNCIL OF DOUGLASVILLE | DOUGLAS COUNTY

Board member since August 2018

CITY-COUNTY COMMUNICATIONS & MARKETING ASSOCIATION (3CMA)

Member since July 2018

DOUGLAS COUNTY CHAMBER OF COMMERCE

AMP'D Team Educate Committee Member since July 2018

ENGAGING LOCAL GOVERNMENT LEADERS (ELGL)

Member since January 2017

"I Have to Ask" Guest Writer April 2018

GEORGIA CITY-COUNTY MANAGEMENT ASSOCIATION

Member since August 2016

GEORGIA MUNICIPAL ASSOCIATION

Member since August 2016

GOLDEN KEY INTERNATIONAL HONOUR SOCIETY

Inductee – An academic honors society that extends invitations to students are ranked within the top 15% of their cohort

ICMA LOCAL GOVERNMENT MANAGEMENT FELLOWSHIP PROGRAM

Finalist | Placed with the City of Douglasville

INTERNATIONAL CITY-COUNTY MANAGEMENT ASSOCIATION (ICMA)

Member since June 2016

LIVE HEALTHY DOUGLAS

Steering Committee Member since November 2018

PI ALPHA ALPHA

Inductee – The academic honors society for all NASPAA accredited MPA programs nation-wide

PROFESSIONAL QUALITIES AND SKILLSETS

- Holds strong knowledge of public budgeting, finance, economic development, organizational operations, human resources administration, and policy development within the public sector
- Experienced in the development of promotional and informational communication aimed for public consumption
- Superior skills in conducting research analysis that leads to positive policy and organizational outcomes
- Skillful in analysis of both quantitative and qualitative data
- Proficient in updating and maintaining website content
- Ability to maintain superior customer service standards in the course of high stress circumstances
- Relentless hunger to learn and willingness to implement new knowledge into everyday performance
- Approachability, reliability, dependability, innovation and teamwork are philosophical cornerstones

TECHNOLOGICAL PROFICIENCIES

- Skillful in utilizing Granicus / Legistar software
- Wide-ranging knowledge of ONEsolution applications
- Competent in operating Minute Traq software
- Familiarity working with iLegislate application
- Expertise in Adobe Acrobat software
- Extensive experience in operating Microsoft Word, PowerPoint, Excel and OneNote applications
- Knowledge in using BS&A finance software for governments

EDUCATION

WESTERN MICHIGAN UNIVERSITY

Master of Public Administration | Concentration: Public Management

Kalamazoo, MI
January 2014 – August 2016

HOPE COLLEGE

Bachelor of Arts: Sociology and Criminal Justice | Minor: Political Science

Holland, MI
August 2007 – June 2012



May 22, 2019

Mayor Rochelle Robinson
City of Douglasville
PO Box 2019
Douglasville, Georgia 30133

Dear Mayor Robinson & City Council Members,

Please accept my letter of support for reappointing Aaron Szarowicz to the Cultural Arts Council Douglasville/ Douglas County Board of Directors as the City Liaison for a three (3) year term.

During the past year as City Liaison, Mr. Szarowicz has increased the communication between the Cultural Arts Council and the City of Douglasville. He has served on committees, engages in board meetings, and is always enthusiastic to lend a helping hand. We have appreciated his time on the board and hope that you will consider reappointing him again.

Thank you for your consideration and if you have any questions please do not hesitate to reach out.

Sincerely,

Emily Lightner
Executive Director

Cultural Arts Council
Douglasville/Douglas County

Cc: Patti Puckett, President, CAC Board of Directors



Cultural Arts Council

Douglasville | Douglas County

Responsibilities of a member of the Board of Director

Effective July 1st, 2018

A Board of Director Member of the CAC agrees to the following:

1. Be an ambassador: Know the organization's mission, purpose, goals, policies, programs, services, strengths, and needs.
2. Maintain independence and objectivity and do what a sense of fairness, ethics, and personal integrity dictate, even though not necessarily obliged to do so by law, regulation, or custom.
3. As a board representative you are a reflection of the CAC and should be aware of how public comments might reflect on the organization. Social media and other public forums can also be a great tool to help expand the CAC's reach and increase its impact by: helping raise awareness about the mission and work of the Board and the council, building a sense of community among members and potential members, promoting the events and activities hosted by the CAC within our community, and more.
4. Be a dues-paying CAC member (*at your best level*) and provide personal annual and special financial support to CAC at levels that will inspire others to emulate that support.
5. Actively attend board meetings, events, and serve on committees.
(*Please refer to Time Commitments for details*)

6. Be alert for opportunities to promote CAC and its programs and to capitalize on such opportunities.
7. Provide or otherwise secure introductions to persons or corporations who, by virtue of personal wealth or interest or other resources under their management, have potential for new or increased support for CAC.
8. Be available to work with staff to further the mission of CAC by volunteering for projects or providing advice or counsel on operations.
9. Follow established policies and procedures and organizational chain of command.
10. Communicate with Executive Director and Executive committee regarding personnel issues.
11. Maintain confidentiality of the Board's executive sessions, and speak for the Board or organization only when authorized to do so.
12. Never accept (or offer) favors or gifts from (or to) anyone who does business with the organization.
13. Bring goodwill and a sense of humor to the Board's deliberations.

Terms of Service

CAC Board members may initially serve a one-year term, renewable twice as a three-year term. After that, one year hiatus is required before possible re-election to the Board.

Time Commitment

CAC Board members should plan to attend a minimum of 8 Board of Directors meetings in each fiscal year. The Board member is permitted 2 absences. Please submit advance written notice of the absence to the

Executive Director. A board member must attend a committee meeting, outside of the regular committed meetings, to make up each absence of a Board of Directors Meeting.

Board members are obliged to per fiscal year:

- Join and actively participate in a minimum of (1) one committee; must attend over half of the committee meetings.
- Attend the mandatory Annual Meeting and Board Retreat
- Encouraged to attend (2) two Programs per year such as: Art Camp celebration of Success, Mad Hatter's Tea Party, Family ARTSventures, Etc.
- Encouraged to Attend (2) two exhibit receptions
- Attend (2) two fundraising events or active on committee
- Chair (or co-chair) at least (1) one event, unless prohibited by outside circumstances, within your (3) three year term contract.

Responsibilities of the Board of Directors (as a Group):

1. Ensure the Board meets its primary purpose to provide financial support and adequate resources for CAC.
2. Formulate and reaffirm CAC's philosophy and mission.
3. Draft and approve major policies and procedures.
4. Construct, approve and evaluate strategic and long-range plans.
5. Assess changing environments and challenges for CAC and approve adjustments as needed.
6. Evaluate management and committee's performance against stated goals.
7. Conduct self-evaluation of the Board's performance on an annual basis.
8. Review CAC's financial status with independent auditors.

9. Recruit and elect additional members of the CAC Board of Directors.

Clause: Any criteria that is not met will be reviewed by the executive committee.

Board of Director's Signature

Date



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1578, **Version:** 1

Authorize the Mayor to sign an engagement letter with Dentons US LLP for legal services in connection with the City's proposed Tax Allocation District.

May 28, 2019

Patrice R. Williams
Director/Community Development
City of Douglasville
6695 Church Street
Douglasville, GA 30133

Suzan G. Littlefield, Esq.
Chief Assistant City Attorney
City of Douglasville
6695 Church Street
Douglasville, GA 30133

Re: Engagement Letter for Douglasville Tax Allocation District

Dear Patrice and Suzan:

We appreciate the opportunity to present this proposal for Dentons US LLP to represent the City of Douglasville ("Douglasville") with regard to creation of a tax allocation district or districts ("TAD").

The purpose of this Engagement Letter, as well as the associated Terms of Business, is to set forth the Engagement Agreement by which Dentons US LLP will represent Douglasville. We will assist with the formation and implementation of a tax allocation district in the City of Douglasville.

As you will see listed below, we have provided a list of the key tasks. The tasks are as follows:

1. Work with City officials and other outside consultant on the boundaries for the tax allocation district or districts to optimize redevelopment efforts and in the preparation of a redevelopment plan.
2. Review and edit any Redevelopment Plans for the legal sufficiency and prepare draft TAD resolutions for the City, County and Board of Education.
3. Assist the City in negotiating the approval of the redevelopment plan with all of the above government entities.
4. Assist the City with the creation of any redevelopment agreement that may be needed to work with developers who would like to utilize the TAD economic incentive.
5. Assist the City with all tasks set forth by the Redevelopment Powers Law.

For some of the above items, we will assume that City officials and staff will be actively involved in advocating for creation of the TAD and that our services would be needed primarily to provide technical explanations in public meetings and hearings and in addition to provide advice to your staff during the process.

My partner, Sharon Gay, and I will take primary responsibility for this matter but will include other lawyers and professionals as needed to provide efficient and effective service. I expect that Joe Krolikowski and Robert Sills may assist with this representation.

Although the firm usually requests payment of a retainer when beginning a new client relationship, when working with municipalities in Georgia, our firm has agreed to waive a retainer and bill at our current hourly rates. In addition, we will agree to reduce our fees by 10% as a courtesy and accommodation to the City. For your information, my current hourly rate is \$860. Sharon Gay bills at \$725, Joe Krolikowski bills at \$610 per hour, and Robert Sills bills at \$410 per hour. Our representation of you also will involve costs, which are reviewed in the Terms.

A detailed statement of services will be submitted to you each month. In addition to professional fees, each statement will include any out-of-pocket expenses incurred in connection with this representation.

Attached is a copy of our Terms (which are also incorporated into this letter by reference). If you have any questions concerning the information in that document or in the fee arrangement discussed in this letter, please let me know. By the way, our firm has done a conflicts check and we have no present conflicts.

If these terms are acceptable, please sign in the space below and return the letter to me. I have enclosed a copy for your file. Of course, if you have any questions or concerns, please do not hesitate to contact me.

We are pleased to have this opportunity to be of service and to work with you.

Best regards.

Sincerely,

Dentons US LLP



Steven J. Labovitz
Partner

cc: Sharon A. Gay, Esq.
Robert Sills, Esq.

Enclosure *Terms of Business*

Agreement and Acceptance

The undersigned hereby acknowledges and agrees that he or she has reviewed and understands the terms and conditions of this Letter and the Terms. The undersigned further agrees and accepts these provisions, including, but not limited to, all disclosures regarding conflicts of interest, and hereby waives any conflict or potential conflict of interest as set forth therein.

City of Douglasville

By: _____

Terms of Business

Dentons US LLP

March 2018

Welcome to Dentons.

Thank you for choosing Dentons to represent you. These Terms of Business and the Engagement Letter form our Engagement Agreement.

Dentons and You

1. The Letter sets out the scope of our representation and identifies you as our sole client. We do not represent any other persons or entities, including your parent, subsidiaries, and affiliates, unless named in the Letter. Our advice and work is provided solely for your benefit and relates only to the matters set out in the Letter. The Terms apply as soon as we start acting on your instructions, regardless of whether or not you have signed the Letter.
2. Dentons US LLP is a member of Dentons Group (a Swiss Verein), whose members and their respective subsidiaries and affiliates provide legal services in different locations, each of which is its own Legal Practice. For a list of each Legal Practice by location, see dentons.com/legalnotices.
3. This Engagement Agreement is between you and Dentons US LLP only and not any other Dentons Legal Practice or any entity or individual. We will conduct ourselves in accordance with the professional responsibility rules applicable in the jurisdictions in which we render services.
4. Other Dentons Legal Practices represent many clients in different geographies, including entities and individuals that may enter into transactions or have disputes with you. Unless another Dentons Legal Practice is specifically engaged by you or on your behalf, you agree that those representations

by other Dentons Legal Practices do not conflict with our representation of you, and that you will not assert that other Dentons Legal Practices are precluded from representing those entities and individuals.

5. We may involve other Dentons Legal Practices to help with your matter. Unless we state otherwise, we will do so by subcontract and Dentons US LLP remains solely responsible to you for the engagement. You agree that we may pay or apportion part of our fees and costs for the work in a manner that may be considered a referral fee in some jurisdictions.

Our Working Relationship

6. Effective representation requires open and honest communication. We need you to provide us with clear and timely instructions, relevant information and documents, and make yourself available for consultation.
7. You should carefully check for any insurance policies that might relate to the work we do for you and notify your insurers promptly to protect your rights. Unless you disclose these policies and we agree to advise on them in the Letter, we are not responsible for advising you about the existence or applicability of any insurance coverage.
8. We may communicate with you using any reasonable method, including electronic

communications, like email, which may not be absolutely secure and present risk of interception or copying.

9. Generally, communications between a lawyer and client regarding legal advice are privileged and confidential. You may jeopardize these protections by disclosing communications to others. You agree we are under no duty to disclose to you any information that is confidential to another client or any other person.

Advance Clearance of Conflicts of Interest

10. Each Dentons Legal Practice represents a wide variety of entities and individuals, some of whom may be, for instance, your borrowers, investors, shareholders, creditors, or other parties with conflicting interests in a litigation, arbitration, bankruptcy, insolvency or other matter. As a condition of our representation of you, you agree that, without further notice, we may represent other clients in matters, even if they are directly adverse to you, as long as: (1) those matters are not substantially related to our representation of you; or (2) we screen our lawyers and professionals who have such information from any involvement in the adverse representation. Of course, we will not use any confidential information received from you in any way inconsistent with our professional responsibilities.

Fees and Costs

11. Our fees are set out in the Letter. Our hourly rates may be adjusted from time to time.
12. We may charge and you agree to pay for costs including travel, delivery services, imaging, printing, court fees, auditing and assurance services, and other expenses. For items we purchase in bulk or through fixed fee arrangements, such as computerized legal research, technology, and support services, we will charge you a rate reasonably apportioned to you. You agree to pay for third-party costs, such as experts, consultants, local counsel, retained by us on your behalf. In some circumstances, we may advance costs on your behalf and you agree to reimburse us promptly.
13. Unless expressly stated otherwise, estimates we provide are presented solely for planning purposes, subject to change, and reflect an assessment of fees or costs if a matter proceeds in accordance with our assumptions. This is neither a floor nor a ceiling on your obligation to pay, as actual expenses may turn out to deviate significantly from the estimate, either favorably or adversely. We will be happy to periodically update an estimate if requested to do so. However, in the absence of such a request, we undertake no obligation to update or revise any estimate as a matter progresses or as actual fees and costs are realized.
14. All fees and costs of any Dentons Legal Practice, experts or third parties that we state or estimate exclude any sales, use, excise, transfer, value-added or similar taxes; those taxes will be included in our invoices to you and are payable by you. If you or another payer of those fees, costs and taxes is required, on account of any taxes, to make any deduction when paying our invoices, you must increase the overall payment so that we receive a net sum equal to our full invoiced amount.
15. Our policy is to bill monthly, except that we reserve the right to issue an interim bill and to change the frequency of billing and the time for payment. If you disagree with any invoice, please contact us immediately, otherwise we will understand that the invoice is agreeable to you. Our invoices are payable when delivered on the terms set forth therein, and you remain responsible for paying them even if you have an arrangement with a third

party payor for payment. If full payment is not received when due, we reserve the right to suspend services, terminate and/or seek withdrawal, charge reasonable interest, and hold you responsible for any collection costs, including reasonable attorneys' fees.

16. In adversarial proceedings, you agree that as of 90 days before any scheduled trial or arbitration date (or a later time that we may make such request), all fees and costs incurred up to that point will be paid and you will either provide us with a deposit (or augment any existing deposit) or make another satisfactory arrangement to ensure payment of all fees and costs estimated to be incurred from that point through the end of trial or arbitration.
17. For matters commenced with a Letter from our New York office, you may have the right to request arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System or applicable bar association procedures, and we agree to participate fully in that process. For matters commenced with a Letter from one of our California offices, you have the right to elect arbitration under the procedures set out in the California Business and Professions Code Section 6200, et seq. Those procedures permit a trial after arbitration, unless the parties agree in writing after the dispute has arisen to be bound by the arbitration award.

Privacy, Data Protection and Other Regulation

18. We are often asked for information about our experience. You consent to our public disclosure that you are a client and a general description of our work for you.
19. Anti-money laundering, anti-bribery, anti-terrorist and similar laws require compliance with client identification, verification, and other rules. We may not be able to represent you until we have all of the information we need for these purposes.
20. We will handle personal data you send to us about you, your employees, agents, contractors or other individuals in accordance with data protection and privacy standards equivalent to or higher than those required by law. We may transfer such data between locations in order to provide legal services to you.

21. We do not tolerate bribery or corruption.

Your File and Our Records Retention

22. Absent professional obligations or written direction from you to the contrary, we may dispose of all records relating to the representation seven years after we last performed work on the matter, without further notice to you. We need not keep documents containing our lawyer work product, mental impressions, notes, drafts, and emails and those documents will not be considered to be part of your client file.

Termination

23. You may terminate the engagement at any time for any reason. We may terminate the engagement at any time, consistent with our ethical obligations. We expressly reserve the right to stop acting for you, and you expressly consent to our right to terminate, if you fail to pay for amounts invoiced or requested. You remain responsible for paying fees and costs related to work performed before the end of the engagement, and we will not be liable for any resulting loss.

Completion of Engagement

24. Our representation of you will end when we have completed the services described in the Letter, send our final invoice, or, unless otherwise agreed, after six months of furnishing no billable services to you, whichever occurs sooner, without the need for further written confirmation. Any new relationship will require a new Engagement Letter, notwithstanding any communications or administrative action after that period.

Translations

25. If we use or prepare a translation, you should be aware that words and legal concepts used in one language may not have equivalents in another. You should not assume that any translation exactly replicates the original text.

Entire Agreement

26. The Engagement Agreement cannot be modified by any policies, procedures, guidelines, correspondence, or other document from you unless agreed to in writing by a partner of Dentons US LLP. If there is a conflict between the Terms and the Letter, the provisions of the Letter control. If any part of the Engagement Agreement is held to be illegal, invalid or unenforceable, it shall not form part of the agreement and the balance shall remain enforceable and shall not be affected.



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1579, **Version:** 1

Authorize the Mayor to sign an agreement with John Pearson for security services in the City parks.

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2019, by the CITY OF DOUGLASVILLE, GEORGIA, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Georgia, (hereinafter referred to as "City"), through its Parks and Recreation Department, and JOHN PEARSON (hereinafter referred to as "Pearson").

WITNESSETH:

WHEREAS, the City operates seven public parks, with recreational facilities and equipment open to the public for use during specified hours, those parks being Hunter Park, Davis Park, West Pines Golf Course, Fowler Field, Worthan Park, Mill Village Park, and Willing Workers Community Park, (hereinafter collectively called "all seven parks"); and

WHEREAS, the City desires to protect said park facilities, equipment and property from theft, vandalism, littering, trespassing, and other violations of the Ordinances of the City of Douglasville; and

WHEREAS, Pearson, who has prior experience in providing security services, is willing to provide such park security for the City under the terms and conditions as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. Generally. All parties understand and agree the services under this Agreement are to be provided by a non-certified security person who shall not carry a firearm, nor have any arrest or detention powers, other than those held by any private citizen. In performing the patrol services contained herein, the responsibility and authorization of Pearson, his employees and agents is to immediately report any unauthorized person or activity on City Park property to the Douglasville Police Department. He or she shall not intercede, pursue or detain or attempt to intercede, pursue or detain or in any manner engage in any physical confrontation with any person in performing services under this Agreement; however, Pearson may verbally request compliance from any park visitor with any and all applicable ordinances, laws and regulations.

II. Term of Agreement. The City hereby engages Pearson as an independent contractor to provide security patrols to the public parks of the City of Douglasville, and Pearson hereby agrees to provide said patrols upon the terms and conditions hereinafter set forth. The term of this Agreement shall be from July 1, 2019 through June 30, 2021. The City may terminate this Agreement upon thirty (30) days written notice, and Pearson may terminate this Agreement upon thirty (30) days written notice to the City.

III. Work Schedule and Compensation.

A. Year One. For the period of July 1, 2019 through June 30, 2020:

- a. Regular Services. For **Regular Security Services**, rendered under this agreement the City agrees to pay Pearson the sum of \$104,190.00 for 6946 total man hours of security work, two guards at a time to patrol all seven parks on a rotating basis, as follows: (1) Monday through Friday, 5 P.M. – 12 midnight, and (2) Saturdays and Sundays 8 A.M. through 12:00 midnight. For Regular Security Services, Pearson shall assure that each guard spends at least half of each shift in Davis Park and/or Hunter Park.
- b. Athletic and Special Events Services. In addition to Regular Security Services to be

provided under this agreement, for **Athletic and Special Events Services** rendered under this agreement the City agrees to pay Pearson the sum of \$39,000.00 for 2600 total man hours of security work. For Athletic and Special Events Security Services, Pearson shall provide services upon a schedule to be determined by Pearson and the City Parks and Recreation Director for hours on holidays and tournaments and local athletic events.

B. Year Two. For the period of July 1, 2020 through June 30, 2021:

- a. Regular Services. For **Regular Security Services**, rendered under this agreement the City agrees to pay Pearson the sum of \$104,730.00 for 6982 total man hours of security work, two guards at a time to patrol all seven parks on a rotating basis, as follows: (1) Monday through Friday, 5 P.M. – 12 midnight, and (2) Saturdays and Sundays 8 A.M. through 12:00 midnight. For Regular Security Services, Pearson shall assure that each guard spends at least half of each shift in Davis Park and/or Hunter Park.
- b. Athletic and Special Events Services. In addition to Regular Security Services to be provided under this agreement, for **Athletic and Special Events Services** rendered under this agreement the City agrees to pay Pearson the sum of \$39,480.00 for 2632 total man hours of security work. For Athletic and Special Events Security Services, Pearson shall provide services upon a schedule to be determined by Pearson and the City Parks and Recreation Director for hours on holidays and tournaments and local athletic events.

Payment for all security services shall be made not later than 30 days after completion of the work and invoice from Pearson.

IV. Independent Contractor. The City shall not provide any Social Security or state and federal tax withholding from the payment to Pearson, and it shall be his sole responsibility to make such payments as are required. The City shall not provide any employee benefits including but not limited to worker's compensation benefits, paid sick leave, paid vacation days, retirement benefits or health, life or disability insurance, leave time or pension plan coverage.

V. Equipment Provided. The City agrees to provide Pearson with the use of two automobiles while on duty providing services under this Agreement. The vehicles shall be left on City property when they are not being used for patrolling purposes. Said vehicles shall be maintained by the City and shall remain the sole property of the City. Additionally, the City agrees to provide two operating mobile or car radios. The City shall maintain said radios and ownership of said radios will remain with the City. These radios shall be operated only while providing services under this Agreement and only on an approved frequency. Security personnel shall at no time allow non-security individuals to ride in any security vehicle.

VI. Covenants and Agreements of Pearson.

A. Maintenance of Log. A log reporting patrol activities and location shall be kept by Pearson, and an entry made for every fifteen minute period during working hours. Additionally, Pearson and all security personnel shall clock in at each park as designated so that a time sheet showing movement from park to park may be monitored.

B. Background. Pearson shall not employ any individual to work as a guard performing the duties under this Agreement until such person has passed a background check by the City's Police Department as stringent as those required by the City for youth athletic coaches.

C. Absence. In the event Pearson is unable to provide security services personally during a shift he shall notify the Parks and Recreation Director at least twelve hours in advance of said absence. The name of any person employed or authorized by Pearson to provide security services under his authority shall be

reported to the City Parks and Recreation Director at least twelve hours in advance of the time duties are initiated by such person. The City reserves the absolute right to deny approval of any such person for cause. In the event that a security person finds it necessary to leave security patrol during the course of a shift, he or she shall immediately notify the dispatcher on duty at the Douglasville Police Department and return the City vehicle to the City garage. It shall be the sole responsibility of Pearson to make payment to any person who serves employed or contracted by him to provide security services and the City assumes no direct supervision responsibility of any such additional or substitute patrol person.

D. Patrol Duties. In addition to Pearson's duty to immediately report any unauthorized person or activity on City Park property to the Douglasville Police Department, Pearson and his agents shall have the following duties:

- a. Provide foot and mobile patrolling of all seven of the City's parks for the purpose of minimizing crime and vandalism, and violations of City ordinances and park regulations, including but not limited to: motor vehicle speeding; regulation of animals in the parks; prohibition of animals, bicycles, roller skates, and skateboards on the walking track; illegal and unsafe behavior near the train tunnel, playgrounds, basketball courts, and lake areas; littering and unauthorized signs; unauthorized use of athletic fields; and unauthorized presence of individuals in the shop areas.
- b. Control light usage on all athletic fields while on duty, in coordination with park staff and schedules.
- c. Control admittance to the parks during hours when parks are closed to the public, and open and close gates to the parks at opening and closing times.
- d. Inspect all buildings, shelters, and equipment at City parks where potential violator have access to ensure that is safe and free from theft and vandalism.
- e. Document vandalism to any park property, including gates, fences, windows, doors, fields, walking tracks and restrooms, and report any instances of the same to the Director of Parks and Recreation immediately upon discovery.
- f. Refuel security vehicles and check oil as needed; pick up and drop off security vehicles before and after work shifts.

E. Uniform. At Pearson's expense, all security personnel who provide security services under this Agreement shall wear a consistent tan shirt and brown or tan pants.

VII. Legal Provisions.

A. Severability. It is hereby declared to be the intention of this Agreement that its sections, paragraphs, sentences, clauses, and phrases are severable, and should any portion of this ordinance be declared invalid or unconstitutional, the remainder of said Agreement shall remain in full force and effect.

B. Waiver. The waiver by the City of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

C. Applicable Law. This Agreement is made and entered into, and shall be governed by and construed in accordance with the laws of the State of Georgia.

D. Notice. Any notice required to be sent under the provisions of this Agreement shall be done by depositing said written notice with the United States Postal Service addressed as follows:

If to Pearson:

John Pearson
6811 Knollwood Drive
Douglasville, Ga. 30135

If to the City:

City Manager
City of Douglasville
P.O. Box 219
Douglasville, Georgia 30133

E. E-Verify. Contractor shall comply with all legal requirements for e-verify. The attached Exhibit A is incorporated herein.

IN WITNESS WHEREOF, the foregoing Agreement is read, approved, adopted and executed this day that is first written.

EXECUTED ON BEHALF OF THE CITY OF
DOUGLASVILLE

THIS THE _____ DAY OF
_____ 2019.

BY: _____
ROCHELLE ROBINSON

ATTEST:

City Clerk

EXECUTED ON BEHALF OF
THE CONTRACTOR

THIS THE _____ DAY OF
_____ 2019.

BY: _____
JOHN PEARSON

WITNESS FOR CONTRACTOR:

Exhibit A

Georgia Security and Immigration Compliance.

Compliance with the requirements of O.C.G.A. 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this contract. Contractor certifies that it has the following number of employees (check one appropriate box):

____ 500 or more employees, or

____ 100 or more employees, or

____ fewer than 100 employees,

as identified in O.C.G.A. 13-10-91. In the event the Contractor employs or contracts with any subcontractor(s) in connection with this contract, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor. The contractor's compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 is attested by the execution of the contractor affidavit as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to this Contract, and is a part of this Contract.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with this contract, the Contractor will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of any contractor/subcontractor agreement.

CONTRACTOR AFFIDAVIT AND AGREEMENT REGARDING GEORGIA SECURITY AND IMMIGRATION COMPLIANCE.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Douglasville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Douglasville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Douglasville at the time the subcontractor(s) is retained to perform such service.

Company ID Number: EEV/Basic Pilot Program*

Authorization Date

Name of Contractor

Name of Project

City of Douglasville

Name of Public Employer

Signature by Authorized Officer or Agent

Date

Printed Name of Authorized Officer/Agent of Contractor

Title of Authorized Officer/Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT FOR GEORGIA SECURITY AND IMMIGRATION COMPLIANCE.

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 (name of contractor) | _____ on behalf of the City of Douglasville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

Company ID Number: EEV/Basic Pilot Program*

Authorization Date

Name of Subcontractor

Name of Project

City of Douglasville

Name of Public Employer

Signature by Authorized Officer or Agent

Date

Printed Name of Authorized Officer/Agent of Subcontractor

Title of Authorized Officer/Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1584, **Version:** 1

Authorize the Mayor to sign a new License and Service Agreement and related documents with GPSi Leasing II - Accord LLC to upgrade computer software for the City's 72 leased golf carts and to extend the term of the existing lease.



Date: May 31, 2019

Dear Customer:

To process your Tempo Connect order, please observe the following items and return the documents as indicated below:

1. For each signature block provided, please have an "authorized" party sign and date.
2. Invoices will be sent to the billing email listed on page one, please ensure that the appropriate billing contact name and billing email are listed correctly.
3. Insurance coverage is required. Please contact your insurance agent to request insurance certificates for All Risk and Public Liability coverage listing GPSi Leasing II – Accord, LLC as loss payee and additional insured per the enclosed insurance instructions.
4. Electronic Payments. For your convenience, we have included an automatic bank draft enrollment form. To enroll, please return the completed form according to the directions provided on the form.
5. Tax Exemption. If applicable, please provide your tax exemption certificate.

Electronic copies are sufficient and may be sent to either our fax at (480) 383-6799 or through email to pmg@gpsindustries.com. We will process your order when all documents are received.

Thank you,

GPS Industries, LLC



TEMPO CONNECT™ Rental Agreement (Conversion**)



Issued Date: May 31, 2019

Customer Information				
Full Legal Name ("Customer") City of Douglasville			Course Name (the "Golf Course") West Pines Golf Club	
Equipment Location/ City/ County/ State/ Zip 9090 Rose Avenue, Douglasville, GA 30134			Type of Organization Municipality	
Billing Address/ City/ County/ State/ Zip (if different)			Organization Jurisdiction Georgia	
Billing Contact Name Chris Cartwright		Title General Manager		Tax Identification Number 58-6000565
Billing Email: cartwrightc@douglasvillega.gov Phone: 678.391.1600				
Course/Golf Car Information				
# Holes 18	Golf Car Make/Model (the "Golf Cars") Club Car Tempo electric	Total Number Vehicles Installed: 72	Name of Golf Car Lessor: Golf Car Lease Term: Golf Car Delivery Date: on site	
Visage Software Selections				
	Description	Units	Price/Unit	Monthly
<input checked="" type="checkbox"/>	Tempo Connect Bundle: Golfer Experience Module and Bluetooth Speakers Access.	72	\$12.00	\$864.00
Fleet Management (Refer to Exhibit A for details):				
<input checked="" type="checkbox"/>	Connected™ Car Control Module	72	\$15.00	\$1,080.00
<input type="checkbox"/>	Connected™ Car Tracking Module			
<input type="checkbox"/>	Power Module			
<input type="checkbox"/>	Tournament Connect			
Total Monthly Payment for Tempo Connect and Fleet Management (USD plus tax):				\$1,944.00
Shark Experience:				
<input type="checkbox"/>	Shark Experience package, per golf car round fee paid by golf course (Customer), is in addition to the above payment for Tempo Connect and any selected modules. Refer to the Shark Experience Rider for details: <input type="checkbox"/> Connect Plus <input type="checkbox"/> Connect Premium			Course Pay
ALL PAYMENTS ARE PAID TO GPSI AND ARE NOT PART OF THE GOLF CAR PAYMENT.				
<input checked="" type="checkbox"/> Indicates selected items.		Refer to Exhibit C for Additional Terms		
TERMS AND CONDITIONS				
<p>1. Visage Software. Customer shall rent the Visage Systems and license the Visage Software (defined below), specifically the Shark Experience and Fleet Management selections above, for the Minimum License Term (defined below). The Club Car Tempo Connect Golf Car comes standard with the Visage GPS units (the "System") and the Tempo Connect Bundle. Shark Experience and additional Fleet Management features (described herein) are available for subscription.</p> <p>2. Term. The term of this Agreement shall commence on the Effective Date and run for a term of forty-eight (48) months (the "Minimum License Term") from July 1, 2019 (the "Conversion Date"). At the conclusion of the Minimum License Term, this Agreement will continue for additional one month terms unless terminated by either party (the Minimum License Term together with any extensions hereto shall be referred to as the "Term").</p>				
SEE THE FOLLOWING PAGES FOR ADDITIONAL TERMS AND CONDITIONS				
THIS AGREEMENT, EFFECTIVE AS OF THE DATE BELOW, IS BY AND BETWEEN GPSI AND CUSTOMER AND IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS AND THE FOLLOWING PAGES, WHICH PERTAIN TO THIS AGREEMENT AND WHICH CUSTOMER ACKNOWLEDGES HAVING READ. THIS AGREEMENT IS NON-BINDING UNTIL ACCEPTED BY GPSI. CUSTOMER CERTIFIES ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT, INCLUDING CUSTOMER'S AUTHORITY HAVE BEEN FULFILLED. ACCEPTANCE OF THIS AGREEMENT IS SUBJECT TO FINANCIAL QUALIFICATION AND CREDITWORTHINESS OF CUSTOMER. CUSTOMER SHALL PROVIDE A CREDIT APPLICATION AND FINANCIAL STATEMENTS AS REQUESTED BY GPSI. THIS AGREEMENT SHALL EXPIRE AND BE OF NO FORCE AND EFFECT IF NOT EXECUTED BY BOTH PARTIES WITHIN 30 DAYS AFTER THE ISSUED DATE ABOVE.				
GPSI Leasing II- Accord, LLC ("GPSI") 1074 N. Orange Ave., Sarasota, Florida, 34236		CUSTOMER City of Douglasville		
Authorized Signatory X		Authorized Signatory X		
Print Name and Title		Effective Date		Date

(Tempo Connect Rental Agreement Terms and Conditions continued)

3. Payments. Payments shall commence upon the Conversion Date as follows:
 - 4.1. Fleet Management Subscriptions. Customer shall make all fleet management payments stated in this Agreement in advance. If the Conversion Date is between the 1st and 15th day of the month, all Payments will be due on the 15th day of each month. If the Conversion Date is between the 16th and the last day of the month, all Payments will be due on the 1st day of each month.
 - 4.2. Shark Experience. If selected, GPSI will invoice for the Shark Experience Package by the 10th day of the following month based on Rounds played at the Golf Course as determined by the Visage Software and payment will be due 15 days after invoice.
 - 4.3. All amounts payable under this Agreement are payable at GPSI's address below or at such other address as GPSI may specify in writing from time to time. Time is of the essence for all obligations arising hereunder.
5. Data. Data collected by the Visage Software and the Shark Experience is the property of GPSI and is shared with channel partners to enhance GPSI's product offerings. Data is also shared with Shark Experience sponsors and advertisers to support the Shark Experience offering. Data regarding end users (i.e., golfers) will be shared with Customer at Customer's request. Customer agrees to: (i) implement sufficient privacy controls to protect such data; (ii) only use such data for its own purposes; and (iii) not sell or provide any such data to third parties.
6. Taxes. All payments made under this Agreement shall be net to GPSI. Customer shall pay all taxes, tax pass along, assessments, and any sales, use, personal property, privilege, value-added taxes, import duties, excise taxes and import brokerage fees incurred in connection with the Visage Software, and if applicable, the Shark Experience, the Golf Cars or otherwise with respect to this Agreement. If tax-exempt, Customer agrees to provide satisfactory evidence of exemption.
7. Customer Responsibilities. Customer hereby agrees to the following responsibilities as a part of this Agreement:
 - 7.1. Customer agrees to store safely and properly secure the System indoors or in a reasonably safe area protected from the weather when not in use.
 - 7.2. Customer shall not install software unauthorized by GPSI on the System.
 - 7.3. Customer assumes responsibility for all risk of loss to the System and all of its components from the time any of the components arrive at the Customer's premises. Customer shall procure "All Risk" property loss (personal business property & equipment) and general public liability insurance covering the system and its use and shall name GPSI Leasing and its assigns as additional named insured and loss payee. Customer shall provide GPSI with certificates or other evidence of insurance, acceptable to GPSI, before this Agreement Term begins.
 - 7.4. Customer shall use the System in accordance with all applicable laws, statutes, rules, and regulations ("Laws") pertaining to operation and use of the System or the Golf Cars and is responsible for ensuring compliance with Laws during the Term (and any renewals) of this License Agreement.
 - 7.5. If requested, Customer will reasonably cause third-parties to execute any leasehold or other waivers regarding the attachment of the System components to any vehicle, or other attachment to property.
 - 7.6. At the termination of this Agreement, in case of default, if not extended, or otherwise modified, Customer agrees to provide GPSI with reasonable access to Customer's facility for removal of the System. Customer shall be responsible for repair or replacement of any damaged or missing System components.
8. Maintenance Service. GPSI shall provide service based on the Service Terms and Conditions, set forth in Exhibit B, for a period beginning with the Conversion Date and ending at the conclusion of the Term.
9. Software License. GPSI is the owner and has title to the System. The only right, title or interest Customer shall have in the System shall be under the terms of this Agreement. Customer understands that GPSI does not sell its software. For the Term, GPSI grants Customer a limited nontransferable, non-exclusive license to use the Visage Software and the Shark Experience only in conjunction with the System and only as expressly authorized in this Agreement. "Visage Software" means system software included with the System provided to Customer and the features selected by or provided to Customer hereunder. Customer shall (i) hold Visage Software and the Shark Experience in confidence and not disclose it to anyone other than its employees and consultants who require disclosure in connection with Customer's use of the Visage Software and Shark Experience and who are subject to confidentiality obligations in substance at least as strict as these, (ii) not print, copy, modify, translate, alter, reverse compile, decompile or reverse engineer Visage Software or the Shark Experience, (iii) not remove any GPSI, Club Car or Verizon copyright, trademark or other proprietary notice from Visage Software or the Shark Experience and shall reproduce all such notices on copies made by Customer, (iv) not transfer Visage Software or the Shark Experience or assign any license or rights regarding the Visage Software or Shark

Experience; (v) not permit unauthorized access to Shark Experience or interfere with security technologies employed by Shark Experience to prevent unauthorized access; and (vi) use content made available through Shark Experience in any manner that constitutes an infringement of third party intellectual property rights, including under U.S. copyright law.

10. **Delinquency Charges.** Payments not paid by 10 days after the Payment due date are subject to a late payment fee of five percent (5%) of the Payment amount, or the maximum percentage allowed under applicable laws, whichever is less. Should any fee paid by Customer under this Agreement result in interest in excess of the maximum lawful rate, then such excess shall be automatically credited to Customer.
11. **Events of Default and Remedies.**
 - 11.1. In the event that the Customer violates any provision of this Agreement and/or GPSI believes the System or any property or rights of GPSI to be threatened, GPSI may immediately disable the System. In addition, in the event that Customer violates any provision of this Agreement and such violation continues for a period of at least ten (10) days after notice in writing of such default from GPSI, Customer shall be deemed to be in default and GPSI may (at its sole election), in addition to any other legal or equitable remedy permitted by law:
 - 11.1.1. remove the System;
 - 11.1.2. terminate this Agreement and Customer's rights herein and retain any and all prior payments paid to GPSI by Customer ("Termination").
 - 11.1.3. In the event of termination of this Agreement, whether due to an Event of Default or otherwise, if Customer does not allow GPSI onto the Golf Course to de-install the System as required by 6.6 above, and does not otherwise make the System available to GPSI to de-install, in addition to any other rights or remedies available to GPSI, Customer shall pay to GPSI any and all costs incurred by GPSI in collecting its System and any other amounts due to GPSI, including without limitation all legal fees and costs, whether or not suit is commenced, and further, in addition to the foregoing, Customer will pay the full monthly payment multiplied by 1.5 for each and every month after termination hereof that GPSI is without possession of the System.
 - 11.1.4. This Section 11.1, without limitation, shall survive termination of this Agreement.
 - 11.2. In addition to the other events of default under this Agreement, either party shall be in default if (i) a petition in bankruptcy is filed by either party; (ii) if a petition in bankruptcy is filed against either party and is not dismissed within 30 days of the date it is filed; or (iii) if a party has a receiver appointed or makes an assignment for benefit of creditors.
12. **Assignment.** Customer acknowledges that GPSI may assign to a successor all or any part of its right, title and interest in this Agreement, and hereby consents to such assignments. In case of such assignment, Customer agrees to continue to perform all of its obligations under this Agreement.
13. **Notice.** All notices required, permitted or given in accordance with the provisions of this Agreement shall be in writing, and either hand-delivered or delivered by recognized overnight courier to the offices listed in the first paragraph of this Agreement or such other address as either party may designate by notice as specified in this section.
14. **Warranty; Disclaimer; Limitation of Liability.**
 - 14.1. Provided that the System is maintained properly pursuant to Customer's obligations under this Agreement, GPSI warrants that the installed System will provide distance measurements within established performance parameters pertaining to System components when the System is operated under conditions that are typically encountered on a golf course, specifically but without limitation: clear access to satellites and reasonably clear weather with temperatures between 32°F and 120°F. Customer acknowledges that GPS-produced distances are subject to a margin of error. Customer further acknowledges that terrain and topography affect the margin of error on a particular GPS receiver and that the margin of error may be increased under certain topographical conditions. WARRANTIES CONTAINED IN THIS SECTION 13 ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE GOVERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY PROVISIONS SHALL BE GPSI'S SOLE LIABILITY WITH REGARD TO THE SYSTEM. GPSI SHALL, IN NO EVENT, BE LIABLE FOR DAMAGES, FOR LOSS OF PROFIT, GOODWILL, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE SUFFERED BY CUSTOMER OR ITS CUSTOMERS AS A RESULT OF THE USE OF THE SYSTEM RENTED UNDER THIS AGREEMENT, EVEN IF DAMAGES COULD HAVE BEEN FORESEEN AND WHETHER OR NOT GPSI HAS BEEN APPRISED BY CUSTOMER OR ITS CUSTOMERS FOR THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVISIONS SHALL BE LIMITED TO, AT GPSI'S OPTION, REPAIR, PERFORMANCE,

ADJUSTMENT AND/OR REPLACEMENT, OR ANY COMBINATION THEREOF IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OR COST OF SERVICES PROVIDED, AS REASONABLY DETERMINED BY GPSI, PROVIDED, HOWEVER, THAT GPSI HAS RECEIVED WRITTEN NOTICE OF ANY SUCH WARRANTY CLAIM, SPECIFYING THE NATURE THEREOF, WITHIN THE APPLICABLE WARRANTY PERIOD. THESE WARRANTIES ARE MADE ONLY TO CUSTOMER AND ARE NOT TRANSFERABLE TO ANY OTHER PERSON OR ENTITY. ALL WARRANTY CLAIMS MUST BE MADE BY AN AUTHORIZED REPRESENTATIVE OR AGENT OF CUSTOMER. EXCEPT AS OTHERWISE PROVIDED HEREIN, GPSI SHALL NOT BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON OR ENTITY, FOR ANY CLAIM OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE FURNISHING OF MATERIAL AND SERVICE SOLD HEREUNDER UPON WHICH ANY CLAIM OF WARRANTY LIABILITY IS BASED.

- 14.2. GPSI MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE PROVIDED BY VERIZON WIRELESS.
- 14.3. GPSI WILL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER:
 - 14.3.1. FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (i) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE; OR (ii) FAILURES OR DEFECTS IN THE VERIZON WIRELESS NETWORK OR SYSTEMS.
 - 14.3.2. FOR CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING USE OR INABILITY TO USE THE SHARK EXPERIENCE, THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- 14.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, ANY END USER, OR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- 14.5. ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO GPSI'S THIRD PARTY LICENSORS, PROVIDERS, PARTNERS, AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
- 15. General. This Agreement, together with the exhibits and schedules referred to in it, constitutes the entire agreement between the parties pertaining to the within subject matter and supersedes any prior understandings oral or written. This Agreement may not be varied, modified, or amended except in writing signed by the parties. Waiver by either party of any breach or violation or default of any provision of this Agreement will not operate as a waiver of such provision or of any subsequent breach or violation or any default. The failure or refusal of any party to exercise any right or remedy shall not be deemed to be a waiver or abandonment of any right or remedy. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable. The headings in the Agreement are for convenience of reference only and do not constitute a part of it. The headings do not affect its interpretation. This Agreement shall be governed by and construed in accordance with the procedural and substantive laws of the State of Georgia. This Agreement may be executed by facsimile and/or electronic signature. The parties agree that this Agreement was fully negotiated by the parties; therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision. All work performed by GPSI in connection with the services to be performed under this Agreement shall be performed by GPSI as an independent contractor and not as the agent of Customer. GPSI may subcontract any or all of the work to be performed under this Agreement but shall retain full responsibility for the work so subcontracted.

Shark Experience Rider

This Shark Experience Rider is applicable if Customer subscribes to either the Shark Experience Connect Plus or Connect Premium Package. The Shark Experience has sponsored content as detailed in below. These features, made available to Customer at no cost, will include sponsor's logo and/or video placements associated with the use of these features. Also, there may be paid advertising within the media content. Customer acknowledges and agrees Customer's ability to display marketing or advertising on the Visage System will be limited to 6 display opportunities. Such displays will be limited to internal promotions at the Golf Course and shall not promote the good or services of any third party. Customer represents and warrants that each golf car is used for not less than 100 rounds of golf per Golf Car per year. GPSI, Club Car and Verizon each reserve the rights to revise the Shark Experience and Visage Software such that features and/or content are added or removed at their sole discretion and any such revisions shall not be deemed a breach of this Agreement. Customer agrees and acknowledges that Customer is the merchant of record for food and beverage sales through the Shark Experience or an associated mobile application and agrees to collect and remit applicable sales tax as required by law.

Definitions

1. "Shark Experience" means a multi-faceted application developed by GN Media and delivered by the GPSI VDU on CLUB CAR® Tempo golf cars to engage and entertain golfers during a round of golf, and which includes Media Services.
2. "Media Services" means, without limitation, streaming and cached video and audio content, providing live sports, breaking news and sports updates, shows, golf tips, music, sports scores.
3. Shark Experience "Connect Plus" or Shark Experience "Connect Premium" Package means enabling the respective features (as defined below) for all Golf Cars at the course to receive the Shark Experience for all Rounds of golf played and with the course paying GPSI on a per Golf Car per Round basis (regardless of whether content is viewed) for the Shark Experience as further described in this Agreement. "Connect" means all Golf Cars at the course have no Shark Experience features enabled.
4. "Media Upgrade" means that for customers contracted as Connect or Connect Plus, the golfer will have the opportunity to upgrade their experience package anytime during an individual round by way of the Shark Experience Mobile App.
5. "Rounds" means ALL 18-hole and/or 9-hole riding rounds (i.e., in a Golf Car) of golf played at the Golf Course, and are calculated by the Visage Software as follows: 9-hole riding rounds are counted when a Golf Car has completed at least three (3) holes but less than eleven (11); 18-hole riding rounds are counted when a Golf Car completes at least eleven (11) holes up to eighteen (18) holes. If play continues, Rounds calculations continue using the same parameters: 9-hole riding rounds are counted for at least three (3) additional holes (total of 21 holes played) but less than eleven (11) additional holes (less than total of 29 holes played), and so on until the Golf Car completes play and the round is reset by the System.

Shark Experience Package

If Customer has selected the Shark Experience under the Connect Plus or Connect Premium package as indicated on page 1, Customer's obligation to pay the per Round fee set forth in this Agreement shall commence on the Conversion Date. The Shark Experience package per Round fee is in addition to the payment for Tempo Connect and any selected fleet management modules. For the purposes of this section, Rounds played is counted as either a 9-hole or 18-hole riding round. Customer shall have the option to move up to a higher level Shark Experience package at any time, and the option to move down to a lower level Shark Experience package on each anniversary of the Term. If Customer contracts as Connect or Connect Plus and the golfer purchases a Media Upgrade, Customer will receive \$0.50 per purchase in rev share not more than 45 days after each month-end.

Shark Experience – Connect Plus:

<ul style="list-style-type: none"> • Music, sports and news streaming audio, • Sports ticker, 	<ul style="list-style-type: none"> • Limited video, • Greg Norman Golf tips, 	<ul style="list-style-type: none"> • Food and Beverage Ordering, • Shark Experience Mobile App.
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Shark Experience – Connect Premium:

<ul style="list-style-type: none"> • Music, sports and news streaming audio, • Sports ticker, 	<ul style="list-style-type: none"> • News, sports and entertainment video, • Greg Norman Golf tips, 	<ul style="list-style-type: none"> • Food and Beverage Ordering, • Shark Experience Mobile App.
---	---	---

Sponsored Content:

Approach display with static yardage, Electronic scorecard (including email capture), Video Flyovers, clock.

EXHIBIT A

Fleet Management Modules

The Tempo Connect Golf Car comes standard with the Visage System and the Tempo Connect bundle. Refer to page 1 for Fleet Management features included in the Agreement, unselected features are available for subscription.

Tempo Connect Bundle:

Golfer Experience: <ul style="list-style-type: none"> • Dynamic distances to pins and points of interest, • Touch screen for distance, • Tee shot distance, • Blind tee shot, • Pin placement manager. 	<ul style="list-style-type: none"> • Bluetooth access to speakers, • Visage Control Center (VCC), • Food & Beverage Ordering. 	
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Connected™ Car Tracking Module:

<ul style="list-style-type: none"> • Real-time position of vehicles and equipment, • Find car – current or last known location (worldwide), • Vehicle drive history, • Pace-of-play tracking, 	<ul style="list-style-type: none"> • Pace notifications, • Pace-of-play reporting, • Marshal car mode to include messaging to marshal, • Rounds played reporting. 	<ul style="list-style-type: none"> • Pop-up notifications- pace-of-play, • Real-time messaging to and from clubhouse, • Message logs.
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Connected™ Car Control Module:

<ul style="list-style-type: none"> • Fleet lockdown, • Vehicle staging, • Max speed setting (Electric car only), • Action zone control: <ul style="list-style-type: none"> ○ Gas cars – stop/reverse, ○ Electric cars - stop/reverse and variable speed control, 	<ul style="list-style-type: none"> • Action zone messaging, • Geofence, • Anti-tamper, • Vehicle grouping by department, vehicle type, membership, marshal, etc., 	<ul style="list-style-type: none"> • Pop-up notifications – action zone violation, • Car path only, • Visual notification – vehicle speed change or action zone violations.
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Power Module: <ul style="list-style-type: none"> • Real-time battery status, • “On charge” display, • Low battery notification, • Fault code notification, • Odometer, • Amp hours reporting, • Charge failures/interrupts. 	Tournament Connect: <ul style="list-style-type: none"> • Provides interface to leading Tournament Management providers. 	
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VISAGE Ad Manager:

AdMan: <i>Included with the Tempo Connect Bundle. If Shark Experience is selected, the terms for marketing and advertising as defined on the Shark Experience Rider shall govern.</i> <ul style="list-style-type: none"> • Image Gallery, • Scheduled & automatically published ads, • Green to Tee spots, • Fairway (par 4 and 5 holes only)- Full and Insert spots. 	
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EXHIBIT B

Service Terms and Conditions

1. Scope of Service.

- 1.1. Defective Components. GPSI shall provide maintenance service as provided for in paragraph 2.3 and 2.4, at its expense, to repair, modify or replace the Visage GPS system (inclusive of the Software, the "System") components, as necessary that are defective in workmanship ("Service"). GPSI does not warrant that the operation of the System shall be uninterrupted or completely error-free.
- 1.2. Exclusions. Service shall not include, and GPSI shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of the System resulting from: (1) maintenance, repair or replacement of parts damaged or failing to operate due to acts of God, including without limit storms, atmospheric disturbances, lightning, fire, hail, and flood; acts of government, including war; catastrophes, accident, neglect, misuse, failure of satellites, failure of electrical power, fault or negligence of Customer, causes external to the System or from any other cause beyond the control of GPSI; (2) service and repair of accessories, attachments, or any other devices that are not part of the System; (3) changes, modifications or alterations in or to the System required due to new construction or changes to the golf course or facilities; (4) graphical changes after acceptance of the System, (5) software damage caused by unauthorized use.

2. Customer Responsibilities

- 2.1. Problem Notification. Customer agrees to promptly notify Customer Support in the event of any System or component failure and provide diagnostic assistance to support GPSI's service efforts.
- 2.2. To Contact Customer Support. Customer shall have reasonable access to Customer Support during business hours. Customer Support provides user support, troubleshooting, and diagnostic assistance and is Customer's point of contact for reporting system problems or requesting service.
- a. For all routine requests and status inquiries, contact Customer Support via email to support@gpsindustries.com.
- b. To report emergency or critical system issues, contact Customer Support by calling the toll-free Customer Support line at 888-575-2901.
- 2.3. Component Replacement. Customer agrees to perform the task of changing out replacement components provided by GPSI. Customer will be billed for repair or replacement of returned components that have been damaged.
- 2.4. RMA request for defective components. A Return Materials Authorization number (RMA) is required for the return of any defective component. To obtain an RMA, Customer must contact the Customer Support center at 888-575-2901. If Customer Support determines that the component must be returned for repair, Customer Support will issue an RMA. Customer is then responsible for properly following procedures for returning components as instructed by Customer Support. Any request for special handling such as expedited repair, overnight return delivery, or non-business day delivery may be subject to additional charges billable to Customer. Customer agrees to pay for shipment of components returned to GPSI. GPSI agrees to pay for return shipment to Customer.
- 2.5. An unrestricted broadband Internet connection at each location on the Golf Course that needs access to the Visage System (including F&B order fulfillment) for the duration of this Agreement for System installation, monitoring and maintenance service. The internet connection must provide the following minimum speeds as measured by online testing tools found at sites such as www.speedtest.net:

	Minimum	120 carts or more	160 carts or more
Download speed (Mbit/sec):	1.5	2.25	3.0
Upload speed (Mbit/sec):	0.5	0.75	1.0

- 2.6. Battery power to the Golf Car-mounted units at all times, and Customer agrees to allow power to be drawn for wi-fi access points and other System equipment as needed.

3. Definition of Service Elements

- 3.1. Remote Diagnostics. GPSI accesses the course System via the Internet to perform system diagnostics, remote health monitoring or specific troubleshooting procedures to detect, identify or correct failures.
- 3.2. Software Updates and Enhancements. GPSI shall provide software maintenance for the System Software. Software maintenance provides for bug fixes, patches, corrections, updates and enhancements as available. Software updates do not include new software features or hardware product offerings that are sold separately.
- 3.3. On-site Service. If a problem cannot be resolved through telephone support or by shipping a replacement component, GPSI may dispatch a technician to Customer's site to address the problem. On-site services including labor, materials, and reasonable travel expenses are chargeable for site visits that result from out-of-scope problems. Customer agrees to provide reasonable access to on-site facilities to GPSI, Verizon or its agents to address system performance problems and enhancements as required.
4. Force Majeure. GPSI shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of the System resulting from any cause beyond its reasonable control or caused by acts of God, acts of Customer, acts of civil or military authorities, fires, strikes, floods, epidemics, governmental rules or regulations, war, riot, delays in transportation, or shortages.
5. Pricing of Additional Services. Services not covered under Service Terms and Conditions or that may be requested from time to time are available according to the prices and terms below. All prices and terms for additional services are subject to change. For orders up to US\$1,500, GPSI will provide services upon receipt and confirmation of the order. Payment will be due upon delivery of services. For orders of US\$1,500 or more, GPSI requires a signed purchase order or a deposit payment equal to 50% of the order price with the final payment due upon delivery of services. GPSI at its sole discretion reserves the right to hold orders for accounts that have outstanding payables beyond terms. Scheduling of services depends on material lead-times and the backlog of service orders at the time of order confirmation.

<u>Description</u>	<u>Prices (USD)</u>
Graphical Changes	\$65 / half hour
Mapping Changes	\$65 / half hour plus travel and expenses at reasonable cost
Graphics Media (Raw data files for Customer's use)	3D Video Flyovers: \$1,000/14-hole set; \$500/ additional 7-hole set 2D Hole Images: \$500/18-hole set; \$250/ additional 9-hole set 2D Tracker Course Map: \$200
On-site service for items not covered under Service (due to external causes or at customer's request for additional services)	\$400 per half day on site plus \$40 per hour travel time to and from site plus travel and expenses at reasonable cost; plus, any applicable material charges.
Repair of GPS unit for damage not covered under Service	Level 1: \$100 - Damage to exterior plastic housing. Does not include damage to the touch screen or LCD display, Level 2: \$200 - Broken or cracked touch screen or LCD display, Level 3: Complete loss including water damage or damage to internal components. Replace with refurbished VDU \$600 Replace with new VDU \$800
Fleet Replacement Like-to-Like car changeover; (i.e. Club Car Precedent electric to Club Car Precedent electric which requires no additional or replacement mounting hardware), Customer may select option a or b (90 days advance notice required):	
a- By Customer (2-3 people) + 1 GPSI employee	\$20/unit plus travel and expenses at reasonable cost
b- By GPSI (2-3 people) on-site	\$42/unit plus travel and expenses at reasonable cost
Fleet Replacement different type cars (90 days advance notice required):	Quoted on case by case basis

EXHIBIT C

1. **Conversion:** Effective upon the Conversion Date (noted in section 2 page 1), the parties' prior Tempo Connect License and Service Agreement dated as of November 9, 2018 is terminated; except that any unpaid monthly payments due as of the Conversion Date (including any Shark Experience Rounds accrued under a course pay model as of one day prior to the Conversion Date) under the prior agreement shall remain due and payable to GPSI. This Agreement shall supersede the prior agreement upon the Conversion Date.
2. **Installation:** The System was installed under the prior agreement and is fully operational. There are no additional installation actions required. Software features will be modified to the selections outlined in this Agreement upon the Conversion Date.



Insurance Instructions

Customer: City of Douglasville (West Pines Golf Club)
Equipment Location: 9090 Rose Avenue, Douglasville, GA 30134

The Customer has entered into an agreement with GSPI Leasing II – Accord, LLC (GPSI) for the following equipment.

GPSI requires certain insurance coverage during the term of the agreement. The required insurance includes:

- A. "All Risk" personal business property and equipment insurance covering the complete System including stationary equipment and mobile GPS displays mounted on vehicles (as listed in the Rental Agreement) owned by or in which GPSI has a security interest, in an amount not less than the full replacement value of the equipment, with **GPSI Leasing II – Accord, LLC** named as **loss payee**.

Replacement values: Stationary and wireless equipment \$5,000; Mobile equipment: GPS displays mounted on vehicles – \$800/unit.

Equipment Description	Units	Replacement Value	Term
Visage GPS System with mobile display units	72	\$62,600.00	48

- B. Public Liability Insurance naming **GPSI Leasing II – Accord, LLC** as an **additional insured** with the proceeds to be payable first on the behalf of GPSI to the extent of its liability, if any. The amount of the Public Liability Insurance shall not be less than \$1,000,000.00, combined single limit.
- C. Each policy shall provide that: (i) GPSI will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering GPSI shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against GPSI for any violation of any term of the policy of the Customer's application therefore.

A certificate evidencing such coverage should be emailed or faxed to GPSI at: pmg@gpsindustries.com or (480) 383-6799 (Fax).

GPSI Leasing II – Accord, LLC
1074 N. Orange Ave
Sarasota, FL 34236

AUTOMATIC PAYMENT PLAN

Electronic Funds Transfer Enrollment

Thank you for requesting automatic withdrawal of payments for your Agreement. To commence this service, please complete this form and include a copy of a voided check to us at (480) 383-6799 (Fax) or send via email to pmg@gpsindustries.com.

Authorization:

Customer hereby authorizes GPSI Leasing II – Accord, LLC (“GPSI”) to deduct all payments when due under this Agreement, according to the terms and conditions of the Agreement from the account listed below by electronic funds transfer for the Term of the Agreement.

Authorized Signer's Name																																				
Name on Bank Account																																				
Transaction Date	1 st Day of Month																																			
Payment Amount	\$ _____ (Applicable tax will be added to this amount)																																			
Bank Account Number																																				
Routing Number (ABA)																																				
Account Type	<input type="checkbox"/> Checking												<input type="checkbox"/> Savings												<input type="checkbox"/> Other:											
Complete Name of Bank																																				
Mailing Address of Bank																																				
SWIFT Code (Non-US)																																				
Date and Signature																																				

Date

Bank Signature of Depositor



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1573, **Version:** 1

Authorize the Mayor to sign Change Order #1 to the City's agreement of October 30, 2019 with AECOM Technical Services Inc. to have that firm provide additional services in connection with the City's Cedar Mountain Road Maintenance Building Project.

CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated October 30, 2017 between City of Douglasville, Georgia ("Client"), and AECOM Technical Services, Inc., ("AECOM"), this Change Order, with an effective date of April 3, 2019 modifies that Agreement as follows:

1. Changes to the Services:

<p>Task 13 – Task 13 (Assist the Client with applying for the Building Permit(s)) was removed from the scope as part of the Contract Amendment dated October 15, 2018. With this scope modification, permitting assistance is added to the scope for the Cedar Mountain Road Maintenance Building. As part of this task, AECOM provides support for the following permitting issues:</p> <ul style="list-style-type: none"> ○ Notice of Intent application form preparation ○ Stream buffer variance application and supporting documentation preparation ○ Variance for landscape design for the re-zoning application ○ Land Development Permit (LDP) application through the Water and Sewer Authority ○ AGL project data form and service application preparation ○ - Industrial Pre-Treatment Questionnaire, including SPCC information
<p>Task 15 – Task 15 was deleted from the scope for the Cedar Road Maintenance building as part of the October 15, 2018 contract amendment. AECOM was asked to attend the pre-construction meeting for the Cedar Road Maintenance building.</p>
<p>New – Task 20 - Dam Breach Analysis – As part of this task, AECOM provides a dam breach analysis to address the potential risks to downstream structures from a 1.6 acre-foot storm water detention structure with an embankment in excess of 20 feet in height from the crest to the downstream toe. The dam breach analysis consists of assessing the design parameters of the storm water facility for potential breach parameters for a piping failure for the pond according to the Froehlich method and identifying the inundation area downstream that would result. The dam breach analysis will be incorporated into the stormwater management report for the LDP application.</p>
<p>New – Task 21 – As part of this task, AECOM provides erosion control inspection and reporting services for the initial inspection and seven day erosion control inspection and report. Additional erosion control inspections will be performed as an additional service.</p>

2. Change to Deliverables:

<p>Task 13 - Permit applications with supporting documentation Task 20 – Dam breach analysis report Task 21 – Initial and seven day erosion control inspection/report</p>

3. Change in Project Schedule (attach schedule if appropriate):

4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

[X] Lump Sum [\$26,450.00]

Milestone/Deliverable & Date	Payment Amount
Task 13 – Building Permit Coordination	\$ 13,540.00
Task 15 – Pre-Construction Meeting	\$ 650.00
Task 20 – Dam Breach Analysis	\$ 10,220.00
Task 21 – Initial/7-Day Erosion Control	\$ 2,080.00
Total	\$ 26,490.00

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ 481,690.00.

5. **Project Impact:**

None

6. **Other Changes** (including terms and conditions):

None


7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT:

City of Douglasville, Georgia



Signature

Signature

Randy Mejeur

Printed Name

Printed Name

Associate Vice President, Authorized Signatory

Printed Title

Printed Title

Address

One Midtown Plaza

1360 Peachtree Street, NE, Suite 500

Atlanta, Georgia 30309

Address

[End of Agreement]

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Douglasville Maintenance Building/Courthouse Square

AECOM Technical Services, Inc.
60559403

Description: Change Order #1 - Permitting/Inspection

STAFF CLASSIFICATION											
Job Classification Applicable Rate		Principal Rate: \$210.00		Project Manager Rate: \$180.00		Senior Civil Engineer Rate: \$130.00		Civil Engineer Rate: \$95.00		Staff Hours By	Cost By
Work Activity		Man hours	Cost/ Activity	Man hours	Cost/ Activity	Man hours	Cost/ Activity	Man hours	Cost/ Activity	Activity	Phase
Task 13 - Permit Assistance		2	\$ 420.00	6	\$ 1,080.00	40	\$ 5,200.00	72	\$ 6,840.00	120	\$ 13,540.00
Task 15 - Pre-Construction Meeting			\$ -		\$ -	5	\$ 650.00		\$ -	5	\$ 650.00
Task 20 - Dam Breach Analysis		0	\$ -	4	\$ 720.00	38	\$ 4,940.00	48	\$ 4,560.00	90	\$ 10,220.00
Task 21 - Erosion Control Inspections			\$ -		\$ -	16	\$ 2,080.00	0	\$ -	16	\$ 2,080.00
Total		2	\$ 420.00	10	\$ 1,800.00	99	\$ 12,870.00	120	\$ 11,400.00	231	\$ 26,490.00



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1567, **Version:** 1

Item 29-19-5 - Tabled from June 3, 2019 - Adopt a resolution which recognizes the partnership between the City of Douglasville, Douglas County, and the Cities of Villa Rica and Austell, Georgia and that partnership's establishment of the 2020 Census Complete Count Committee to ensure a complete and accurate count of all Douglas County residents.

RESOLUTION

WHEREAS the U.S. Census Bureau is required by the United States Constitution to conduct a count of all persons.

WHEREAS the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to ensure a complete and accurate count.

WHEREAS the Douglasville/Douglas County Complete Count Committee will work with the U.S. Census Bureau and the State of Georgia to strive for an accurate count.

WHEREAS the Douglasville/Douglas County Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community.

WHEREAS a joint kickoff for the Census 2020 took place on May 14, 2019 with Madame Chair Romona Jackson-Jones, Mayor Robinson from City of Douglasville, and Mayor Reese from the City of Villa Rica.

WHEREAS a united voice from business, government, community- based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens.

WHEREAS the Mayor and City Council and City Staff in partnership with the Board of Commissioners and county staff will appoint individuals to be designated as official Douglasville/Douglas County Complete Count Committee members.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Douglasville
Mayor and City Council that the City of Douglasville is committed to:

1. Partnering with the U.S. Census Bureau and the State of Georgia and will form a
Local Complete Count Committee seeking to support the goals and ideals for the
2020 Census and will disseminate 2020 Census information;
2. Encourage all City residents to participate in events and initiatives that will raise
the overall awareness of the 2020 Census and increase participation; and
3. Achieve a complete and accurate count of all persons within our borders.

SO RESOLVED this 3rd day of June, 2019.

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

Attest:

City Clerk

DELIVERED TO MAYOR _____ / _____ / 2019 CITY CLERK _____
RECEIVED FROM MAYOR _____ / _____ / 2019 CITY CLERK _____



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1583, **Version:** 1

Adopt a resolution revising the performance chart for the 2019 Wednesday Wind Down concert series.

Resolution Number RES-2019-

RESOLUTION

WHEREAS, on May 6, 2019 the Mayor and Council for the City of Douglasville enacted Resolution R-2019-28 regarding its sponsorship of the 2019 Wednesday Wind Down live music concert series, specifying the dates of performance, the artists' names and business names, and their compensation amounts;

WHEREAS, Resolution R-2019-28, in the fifth line of the performance chart, specified a performance by "Sharnette Longino," but the correct name of the artist should be "Roddy Longino";

WHEREAS, the Mayor and Council now desire to correct the artist name for the July 3, 2019 performance.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Douglasville Mayor and members of the City Council that Resolution R-2019-28 is amended to substitute the following for the performance chart therein:

June 5	Thurman Barnes d/b/a Ultimate Sound Band	\$750.00
June 12	William Delaney d/b/a Nature of Soul	\$700.00
June 19	Gilbert Baskerville d/b/a Gilbert Baskerville	\$800.00
June 26	Joel Cruickshank d/b/a J Cru Band	\$1,000.00
July 3	Roddy Longino d/b/a Something for the Soul	\$1,100.00
July 10	Jameel Khan d/b/a Michael Zaib Band	\$1,250.00
July 17	Benny Crane d/b/a The Main Attraction Band	\$1,200.00
July 24	Gregory Shake Mayfield d/b/a Milkshake	\$800.00
July 31	Jeffery Rouser d/b/a Kasper and the 911 Band	\$1,200.00
August 7	Robert Leon Daniels d/b/a ATM Band	\$700.00
August 14	Kerry McCray d/b/a The Javon Watson Experience	\$700.00

All terms of Resolution R-2019-28 other than the performance chart shall remain in full force and effect.

Resolution Number RES-2019-
Page 2

Resolved this 17th day of June, 2019.

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

Attest:

City Clerk

DELIVERED TO MAYOR ____/____/2018 CITY CLERK _____

RECEIVED FROM MAYOR ____/____/2018 CITY CLERK _____