

Date: 4-21-98

CITY & COUNTY CONTRACT

Book No 35 Page No 160a - e

ROME-FLOYD PARKS AND RECREATION AUTHORITY

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

WITNESSETH:

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

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

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

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

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

I

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

II

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

III

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

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

IV

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

V

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

VI

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

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

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

VII

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

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

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

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

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

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

VIII

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

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

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

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

IX

The Authority will be responsible for the following:

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

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

X

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

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

XI

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

XII

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

XIII

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

XIV

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

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

ATTEST:

Joseph F. Smith

ATTEST:

Sue Broome

CITY OF ROME, GEORGIA

BY: Napoleon Fielder

FLOYD COUNTY, GEORGIA

BY: John H. B.

CITY OF ROME ORDINANCE

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

EXHIBIT A

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

SECTION I:

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

DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY

Sec. 15-51. Definitions.

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

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

Sec. 15-52. Creation.

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

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

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

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

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

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

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

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

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

Sec. 15-54. Purpose and responsibility.

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

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

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

Sec. 15-55. Organization; rules.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

owner/owners.

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

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

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

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

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

Sec. 15-59. Contract.

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

SECTION II:

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

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

GEORGIA, FLOYD COUNTY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HAMLER CENTER	1.5 acres on West Third Street, consisting of present parks and recreation headquarters, maintenance center, recreation center and gymnasium.
RIVERVIEW PARK	33.7 acres located behind levee on Coosa River, consisting of Youth Sports Complex to include a 4-field Baseball Complex, 2 Field Football/Soccer Complex, playground and Legion Baseball Field.
WEST THIRD COMPLEX	Approximately 13 acres, consisting of memorial Gym, Barron Stadium, Fitness Center, John Maddox Track, Gymnastics Center, Activities Building, and 16-court Tennis Center.
PARKS HOKE PARK	6 acres at Hardy Street and Cherokee, consisting of outdoor basketball court, multi-purpose field, horseshoe pits, playground, softball/baseball field, and volleyball court.
TOLBERT PARK	11 acres at Charlton Road and Oakwood Road, consisting of outdoor basketball court, multi-purpose field, creek, picnic areas, playground, softball/baseball field, and 2 unlighted tennis courts.
RIDGEFERRY PARK	60 acres at Riverside Parkway, consisting of multi-purpose pavilion, fishing and river access, 3 picnic shelters, playground, 2 restroom facilities, natural and paved trails, 2 sand volleyball courts, wetlands demonstration area, and rowing storage facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The provisions of this agreement shall become effective immediately.

FLOYD COUNTY, GEORGIA

BY: Jeff H. B.

ATTEST: Sue Broome

CITY OF ROME

BY: George Pullin

ATTEST: Joseph F. Smith

ENTERED INTO MINUTES

Date: 7-28-98

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DATE _____ BY _____