1. Call to Order: 7:00 PM

2. Invocation: Councilman Alvin Butts

3. Approval of Minutes: Attachment #1

   Council Public Hearing – 9/4/2018 at 6:45 PM

   Council Meeting – 9/4/2018

4. Public Comments:
   
   Reading of Rules for Public Comments

5. Old Business:

   A.

6. New Business:

   A. Main Street Report Attachment #6A

   B. Update from Chamber of Commerce on Tourism Product Development Grant Award Attachment #6B

   C. Discussion and Possible Action on MR&R Grant for Eatonton-Putnam County Library Attachment #6C
D. Proposed Resolution to Approve a Temporary Alcoholic Beverage Pouring License for the Eatonton-Putnam Chamber of Commerce Attachment #6D

E. Request by Eatonton Service League to Close Certain City Streets for Inaugural Brer Terrapin Trot 5K and Fun Run Attachment #6E

F. Proposed Resolution to Authorize the Mayor to Sign an Amendment to the Area Agency on Aging Contract for SFY 2019 Attachment #6F

G. Discussion and Possible Action on an Operator Training and Qualification Records Retention Agreement with the Georgia Utility Training Academy Attachment #6G

7. Zoning:
   A. None.

8. Committee Reports:
   - Finance and Personnel – Councilmember Harvey C. Walker, Jr.
   - Public Utilities – Councilmember Alvin Butts
   - Streets, Buildings, and Grounds – Councilmember William C. Mangum, Jr.
   - Zoning and Ordinances – Councilmember Teresa W. Doster
   - Environmental – Councilmember Janie B. Reid
   - Community Development – Councilmember Charles R. Haley
   - Public Safety – Councilmember James A. Gorley
   - City Administrator – Mr. Gary Sanders
   - City Attorney – Mr. Christopher D. Huskins
   - City Clerk

9. Executive Session:

10. Motion to Adjourn
City of Eatonton
Public Hearing
2018 Proposed Mill Rate Increase
September 4, 2018 at 6:45 PM
Putnam County Commissioners’ Meeting Room, #203
117 Putnam Drive
Eatonton, Georgia 31024

Elected Officials Present:
Mayor Pro-Tem Harvey (Chip) Walker, Jr.
Councilwoman Teresa Doster
Councilman James A. Gorley
Councilman Charles R. Haley
Councilman William (Bill) Mangum, Jr.
Councilwoman Janie B. Reid

Elected Officials Absent:
Mayor Walter C. Rocker, Jr.
Councilman Alvin Butts

Staff Members Present:
City Administrator, Gary Sanders
(Late) City Attorney, Christopher Huskins

Staff Members Absent:

Mayor Pro-Tem Harvey (Chip) Walker, Jr. called the Public Hearing on the 2018 Proposed Mill Rate Increase to order at 6:45 PM.

Mayor Pro-Tem Walker advised the purpose of this public hearing is to give the public an opportunity to be heard on the 2018 Proposed Mill Rate increase.
The City proposed a mill rate of 9.994, which is a 0.539 mill increase over the current rollback rate of 9.455 mills.

No one signed in to speak.

Mayor Pro-Tem Walker asked if there was anyone who wanted to be heard on the proposed mill rate increase. If not, we will close the hearing in 10 minutes.

Mayor Pro-Tem Walker closed the Public Hearing on the mill rate increase.

Meeting adjourned at 6:55 PM.

ATTEST:

Harvey (Chip) Walker, Jr., Mayor Pro-Tem

Gary Sanders, City Administrator
Elected Officials Present:
  Mayor Pro-Tem Harvey (Chip) Walker, Jr.
  (Late) Councilman Alvin Butts
  Councilwoman Teresa Doster
  Councilman James A. Gorley
  Councilman Charles R. Haley
  Councilman William (Bill) Mangum, Jr.
  Councilwoman Janie B. Reid

Elected Officials Absent:
  Mayor Walter C. Rocker, Jr.

Staff Members Present:
  City Administrator, Gary Sanders
  City Attorney, Christopher Huskins
  Main Street Director, Andrew Simpson
  Chief of Police, William Kent Lawrence

Mayor Pro-Tem Harvey (Chip) Walker, Jr. called the September 4, 2018 Council meeting to order at 7:00 PM.

Invocation was given by Councilwoman Janie B. Reid.

Motion was made by Councilman Haley and seconded by Councilman Mangum to approve the minutes from the Public Hearing on the 2018 Proposed Mill Rate Increase held on August 20, 2018 at 12:00 PM. Motion carried by a vote of 4-0. Councilwoman Doster abstained.
Motion was made by Councilwoman Doster and seconded by Councilman Gorley to approve the minutes from the Public Hearing on the 2018 Proposed Mill Rate Increase held on August 20, 2018 at 6:45 PM. Motion carried by a vote of 4-0. Councilman Haley abstained.

Motion was made by Councilwoman Doster and seconded by Councilman Mangum to approve the minutes from the Regular Council meeting held on August 20, 2018. Motion carried by a vote of 4-0. Councilman Haley abstained.

Public Comments: None.

Reading of the Rules for Public Comments: Omitted

Old Business: None

New Business:
Discussion and Possible Action on Ratifying the Submission of a Grant Application by Eatonton Main Street Attachment #6A

Motion was made by Councilman Haley and seconded by Councilman Gorley to ratify the submission of a grant application by Eatonton Main Street. Requested Grant in the amount of $1,050 from Tri-County EMC Operation Roundup. Motion carried by a unanimous vote of 5-0.

(Councilman Butts arrived at 7:09 PM)

Proposed Resolution to Authorize the Mayor to Execute a Memorandum of Understanding with the Downtown Development Authority Attachment #6B

Motion was made by Councilwoman Reid and seconded by Councilman Haley to approve the proposed Resolution authorizing Mayor Rocker to execute a memorandum of understanding with the Downtown Development Authority with the following amendment: PARA #201 Section A. 5. shall read “To provide the City with semi-annual reports of the Authority’s initiatives and substantive actions as such relate to the City’s downtown development area. Such reports are due January 31 and June 30 of each year.” Motion carried by a vote of 5-0. Councilman Butts abstained.

Proposed Resolution to Authorize the Mayor to Execute a Contract with the Plaza Arts Center Attachment #6C

Motion was made by Councilwoman Reid and seconded by Councilman Haley to approve the proposed Resolution authorizing Mayor Rocker to execute a contract with the Plaza Arts Center, Inc. with the following amendment: PARA #201 Section A. 5. shall read “To provide the City with semi-annual reports of the Center’s initiatives and attendance at productions, shows, expositions and other such activities used to promote the Plaza Arts Center. Such reports are due January 31 and June 30 of each year and will cover no less than the Center’s efforts on the City’s behalf as it pertains to occupancy of, attendance at and general usage of the Plaza Arts Center, its grounds
and surrounds. Such report is to show information on a monthly basis." Motion was carried by a vote of 5-0. Councilman Butts abstained.

**Proposed Resolution to Authorize the Mayor to Execute a Contract with the Chamber of Commerce Attachment #6D**

Motion was made by Councilwoman Reid and seconded by Councilwoman Doster to approve the proposed Resolution authorizing Mayor Rocker to execute a contract with the Chamber of Commerce with the following amendment: PARA #201 A. 4. shall read "Provide semi-annual reports to the City Council of the Chamber's initiatives and substantive actions as such relate to the City or its authorities and agencies. Such reports are due January 31 and June 30 of each year." Motion carried by an unanimous vote of 6-0.

**Proposed Resolution to Authorize the Mayor to Sign a Letter of Engagement for Auditing Services Attachment #6E**

Motion was made by Councilman Gorley and seconded by Councilwoman Doster to approve the proposed Resolution authorizing Mayor Rocker to sign a Letter of Engagement with David Giddens, CPA for Auditing Services and other such supporting material as shall be necessary for the proper conduct of the annual Audit for CFY 2018. Motion carried by a unanimous vote of 6-0.

**Discussion and Possible Action on Authorizing the Mayor to Sign a Utility Aid Request Attachment #6F**

Motion was made by Councilman Butts and seconded by Councilman Haley to authorize Mayor Rocker to sign a Utility Aid Request to Georgia DOT regarding P.I. #0013615, Putnam County Widening of SR 24 from SR 24/US 441 from Eatonton Bypass to the Morgan County Line for the relocation of natural gas facilities in conflict. Motion was carried with a unanimous vote of 6-0.

**Proposed Resolution to Adopt a Net Millage Rate for 2018 Attachment #6G**

Councilman Butts inquired about the increase on a $100,000 home. Councilwoman Doster stated that Council has been thoughtful in considering this modest increase to the mill rate. Councilman Haley commented that no one spoke in opposition to the proposed increase.

Motion was made by Councilwoman Doster and seconded by Councilman Haley to approve the Proposed Resolution adopting a net millage rate of 9.994 mills for 2018 and authorize Mayor Rocker to sign the resolution, forms, and other such supporting material as may be required to accomplish the intended purpose of this Resolution. Such net mill rate shall be assessed and levied in the City of Eatonton for the year 2018. Motion was carried by a unanimous vote of 6-0.

**Zoning:** None.
Committee Reports:

Mayor Pro-Tem Harvey "Chip" Walker again wished Ms. Sarah Abrams a long and happy retirement. Walker also advised he will schedule a Personnel & Finance Committee Meeting soon.

Motion was made by Councilman Gorley and seconded by Councilwoman Doster to pay the bills in and when the funds become available. Motion was carried by a unanimous vote of 6-0.

Council Butts expressed words of appreciation for the action taken on the utility aid request. Mr. Butts also discussed lighting at Hut and Police Department. Discussion about this matter will be brought back to the next Council Meeting for approval.

Councilman Haley advised Councilmembers to put the GMA Rural Broadband Summit on their calendar for Thursday, September 20, 2018 from 10:00 AM - 3:30 PM in Warner Robins. Mr. Haley inquired about officer James Gaither's accident. Councilman Butts responded that he was doing better.

City Administrator Sanders advised we are nearing completion of the Church Street CDBG project. All of the drain pipe work is completed, and the concrete work will be finished tomorrow. Paving is scheduled to begin on Thursday.

Mr. Sanders also advised placing lighting proposals from Georgia Power for the parking lot at the Hut at your seats. There is also a proposal for lights at the parking lot of the Police Department requested by Chief Lawrence.

The Ethen Richardson Foundation has asked for permission to hang gold ribbons on the light poles on N. Jefferson Avenue between The Peoples Bank and City Hall for Childhood Cancer Awareness Month. Council had no objections.

The Chamber of Commerce and DDA received 1 of 16 Tourism Product Development (TPD) Grand Awards totaling $8,315.00 for the Briar Patch Pocket Parks Phase 3. Mrs. Blackwell will be reaching out to you after the Taste of Eatonton to discuss plans to move forward.

Executive Session: Personnel

Motion was made by Councilwoman Doster

that this Mayor and Council now enter into closed session at 7:43 pm as allowed by Chapter 14 of Title 50 of the Georgia Code and pursuant to advice by the City Attorney, for the purpose of discussing the following: Personnel. Motion was seconded by: Councilman James A. Gorley. Motion Approved.

Those voting in favor of the motion for closure: Council members Alvin Butts, Teresa Doster, James A. Gorley, Charley R. Haley, William Manquem and Janie Reid. Motion carried by a unanimous vote of 6-0.
Motion was made by Councilwoman Doster and seconded by Councilman Haley to return to Open Session. Motion carried by a vote of 6-0.

Motion was made by Councilwoman Doster and seconded by Councilman Haley that the following resolution be accepted and approved. Motion carried by a unanimous vote of 6-0.

Resolution by the Council of the City of Eatonton, Georgia

BE IT RESOLVED by the Eatonton City Council as follows: At the meeting held on the 4th day of September 2018, the Council entered into executive session for the purpose of discussing personnel. At the close of the discussions upon this subject, the Council did vote to re-enter into open session and herewith takes the following action in open session:

(1) The actions of the Council and the discussions of the same regarding the matter set forth for closed session purposes are hereby ratified.

(2) Each member of this body does hereby confirm that to the best of his or her Knowledge based upon the advice of the City Attorney, the said subject matter of the meeting and of the closed session portion was devoted to matters within the specific relevant exception(s) as set forth above.

(3) The Mayor, or the presiding officer, is hereby authorized and directed to execute an affidavit, with full support of the members of this Council, in order to comply with O.C.G.A. §50-14-4(b).

(4) The affidavit shall be included and filed with the official minutes of the meeting and shall be in a form as required by the statute, which shall be substantially as follows:

Approved this 4th day of September 2018.

Attest

City Administrator

Harvey C. Walker Jr., Mayor Pro-Tem

Open Session

In Open Session, motion was made by Councilman Haley and seconded by Councilman Gorley to reappoint all department heads. Motion was carried by a unanimous vote of 6-0.

Mayor Pro-Tem Walker asked if there was any other business to be conducted for the good of the City. There being none, motion was made by Councilwoman Doster and seconded by Councilman Haley to adjourn. Motion carried by a unanimous vote of 6-0. Meeting adjourned at 8:14 PM.

Harvey C. Walker, Jr., Mayor Pro-Tem
ATTEST:

Gary Sanders, City Administrator
CITY OF EATONTON AFFIDAVIT

Before an officer duly authorized to administer oaths appeared Mayor Pro-Tem Harvey C. Walker, Jr., who, after being duly sworn, deposes and on oath states the following:

(1) I am competent to make this Affidavit and have personal knowledge of the matters set forth herein.

(2) Pursuant to my duties as Mayor Pro-Tem, I was the presiding officer of a meeting of the Eatonton City Council held on the 4th day of September 2018. A portion of said meeting was closed to the public.

(3) It is my understanding that O.C.G.A. § 50-14-4(b) provides as follows:

When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code section, the person presiding over such meeting or, if the agency’s policy so provides, each member of the governing body of the agency attending such meeting, shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exceptions.

(4) The subject matter of said meeting, or the closed portion thereof, was devoted to matters within exceptions to public disclosure provided by law. Those specific relevant exceptions are identified as follows: Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2). Personnel.

This affidavit is executed for the purpose of complying with the mandate of O.C.G.A. §50-14-4(b) and, is to be filed with the official minutes for the aforementioned meeting.

This 4th day of September 2018

__________________________________________
Mayor Pro-Tem Harvey C. Walker, Jr.

Sworn to and subscribed before me

This ______ day of ________, ______

__________________________________________
Notary Public
Downtown Eatonton

Revitalizing Our Downtown

P.O. Box 4384 Eatonton, GA 30214  706.749.9150
A 501-c-3 Non-Profit Corp. Designated by the Georgia Dept. of Community Affairs for the City & County

Report for City Council Meeting Monday September 17 2018 - August 2018 Recap

Organization
Several new Main Street Directors attended the board meeting.

Main Street Director/Project Manager continued to liaise with Vizitech USA regarding the new website.

Lucille Crawford applied to join the Main Street Board.

Promotions
The Briar Patch Arts and Crafts Festival is now being advertised on various online portals.

The Briar Patch Arts and Crafts Festival billboard is now on Highway 441.

Design
Façade grant applications that have been distributed but have yet to be received from Bernard’s Family Funeral Care, Frilli Frocks Formals Boutique, La Rosa and Heaven’s Gate Bookstore and Gifts.

Economic Vitality
Peaceful Purpose Hospice of Georgia had the most attended Grand Opening ever since I started.

Southern Unique plans their grand opening in September.

Street Studios is having a grand opening in September.

Main Street Director/Project Manager has spoken to Ms. Hudson about the grand opening for Blac Bella Salon and provided Ms. Hudson with a façade grant application.

Main Street Director/Project Manager met with Linda Moore about her bookshop/coffee shop idea.

Main Street Director/Project Manager has received several inquiries regarding the former Eatonton Cotton Warehouse and former Smiths Coastal Grill location. I have referred them to the Real Estate Agents that are selling the properties.

Summary
August saw a definite uptick regarding inquiries for relocation to Downtown Eatonton.

The Briar Alley location (117 S. Jefferson Ave.) has a few units that are available for rent.

122 N. Jefferson Ave. next to the Cotton Warehouse is also available for rent.

Both locations are “turn key” ready for new businesses.

The Briar Patch Arts and Crafts Festival is on September 22 and the flyer this year is both in English and Spanish. As it is Hispanic Heritage Month, we are also including some Latino acts in the schedule to encourage attendance. The feedback has been very positive.
GEORGIA TOURISM AWARDS FUNDING TO 16 TOURISM PROJECTS

Grant program provides financial support for new and expanding tourism projects | 09/11/2018

ATLANTA, September 11, 2018 — The Georgia Department of Economic Development’s (GDEcD) Tourism division announced today that it has awarded $116,744 in product development grants to 16 new and expanding tourism projects across the state.

“We are thrilled to announce this new round of funding for communities that have participated in our Tourism Product Development Resource Team program,” said Kevin Langston, Deputy Commissioner of Tourism for the Georgia Department of Economic Development. “The grant recipients reflect a variety of exciting and creative tourism projects that will attract and serve visitors throughout the state.”

Since its inception, Georgia Tourism’s Product Development team has served 60 counties, cities, private for-profits and non-profits throughout the state in areas ranging from agritourism to downtown development.

“Funding is one of the greatest needs in fortifying tourism product development,” said Cindy Eidson, Director of Tourism Product Development for the Georgia Department of Economic Development. “By making grants available to support projects that our Resource Teams help inspire, we are investing in the growth of tourism and jobs in communities across the state.”

Recipients of the Cycle I 2018 Tourism Product Development Resource Team Grant Funding Program include:

- Athens Downtown Development Authority—Wild Rumpus Parade & Spectacle
- Brooks County Development Authority—A Camellia City Festival: Winter in the Garden Event
- Chattooga County—Paradise Gardens Foundation Air BnB
- City of Cuthbert—The Magic of Murals
- City of Darien—Kumbaya Book and Marketing Materials
- City of Kingston—The City of Kingston Heritage Tourism Project
- City of Stockbridge—Green Front Café Identification Project
- City of Toccoa—Downtown Wayfinding Signage: Phase II
- Dublin Downtown Development Authority—Telfair Street Building Renovation (Gallery, DIY Painting Event Space & Youth Arts Outreach Program)
- Eatonton Putnam Downtown Development Authority—Briar Patch Pocket Parks Phase 3
- Liberty County Development Authority—Dorchester Kiosks — telling MLK, Jr.’s connection to Dorchester
- Pike County Board of Commissioners—Pike County Map
- Sandersville School Building Authority—Fall Movie Series
- Senoia Downtown Development Authority—Senoia Tourism Branding Initiative
- Washington County Board of Commissioners—Chamber of Commerce Visitors Center Improvements
- White County Board of Commissioners—Yonah Preserve Trails

The Georgia Tourism review panel consists of members from the public and private sector as well as fellow professionals who are experienced in the tourism industry or the type of grant being reviewed.

About GDEcD
The Georgia Department of Economic Development (GDEcD) is the state’s sales and marketing arm, the lead agency for attracting new business investment, encouraging the expansion of existing industry and small businesses, aligning workforce education and training with in-demand jobs, locating new markets for Georgia products, attracting tourists to Georgia, and promoting the state as a destination for arts and location for film, music and digital entertainment projects, as well as planning and mobilizing state resources for economic development. www.georgia.org
Hey Gary,

Hope you are well. I wanted to give you the heads up that we are seeking state money to fix some of the issues we are having in the Carnegie part of the building. We are having roof issues and mold. The state will do a 90/10 split. We also will be stripping the paint off of the original shelving and having them stained. They will also paint and fix the plaster issues we are having. The quote we got was $34,708. The city would have to match 10% which would be around $3,400. Do you think the city would be willing to do that? Just let me know.

Colby

Colby Hunter
Library Manager
Eatonton-Putnam County Library
309 North Madison Ave
Eatonton, Georgia 31024
706-485-6768 (P)
706-485-5896 (F)
RESOLUTION

A RESOLUTION by the Board of Council of the City of Eatonton, Georgia, to approve a temporary alcoholic beverage pouring license for the Eatonton-Putnam Chamber of Commerce and for other purposes.

WHEREAS, the Eatonton-Putnam Chamber of Commerce wishes to offer for sale alcoholic beverages on October 1, 2018 during the event locally known as the Taste of Eatonton at the Plaza Arts Center with the proceeds of such sales going to further the purposes of the organization; and

WHEREAS, the Eatonton-Putnam Chamber of Commerce has met the prescribed conditions in a timely manner and has paid the requisite fee for such temporary pouring license; and

WHEREAS, the City of Eatonton wishes to support the activities of the Eatonton-Putnam Chamber of Commerce.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that:

WITH THE CONDITIONS BEING MET AND THE FEES BEING PAID, THE EATONTON-PUTNAM CHAMBER OF COMMERCE IS HEREBY GRANTED A TEMPORARY ALCOHOLIC BEVERAGE POURING LICENSE FOR CONSUMPTION ON THE PREMISES AT ITS FACILITY ON OCTOBER 1, 2018. ALL OTHER CONDITIONS AS TO OPENING AND CLOSING TIMES, AGE LIMITS, AND OTHER NOTICES, PROHIBITIONS, AND REQUIREMENTS SHALL APPLY.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 17th day of September, 2018.

Walter C. Rocker, Jr., Mayor
City of Eatonton, Georgia

ATTEST:
City of Eatonton
P. O. Box 3820
201 North Jefferson Avenue
Eatonton, Georgia 31024
Office (706) 485-3311
Fax (706) 485-7912

Special Event Pouring License Application

The undersigned hereby make application to the City of Eatonton for a Special Event
Pouring License

Applicant Eatonton- Putnam Chamber of Commerce
Address 305 N. Madison Ave., P.O. 4088
City Eatonton State GA ZIP 31024

Date of Event Monday Oct. 1st / The Taste of Eatonton

Address of Event 305. N. Madison Ave
Eatonton, GA 31024

Check# Cash

Total Paid $ 50.00

Date Paid

Authorized Signature

Approved/Disapproved Chief of Police Mayor or City Administrator
The undersigned hereby submits an application to the City of Eatonton for a permit to **have a 1 mile + 3 mile Road Race** within the corporate limits of the City of Eatonton for the purpose of **1 mile + 3 mile Road Race**. (Bryer Terrapin Trot)

There will be 200 people in said Road Race.

There will be ______ vehicles in said ________

There will be ______ animals in said ________

There will be ______ marching units in said ________

There will be ______ bands in said ________

There will be ______ floats in said ________

There will be ______________________ sound amplification in said ________

The total length of said ______________________ is not expected to exceed ________ feet.

And same will be conducted at 8:00 A/M. /P.M. on the 22nd day of September in 2018

Applicant Name (print) Rebekah Coker / Service League

Date: 9/11/18

Address: 457 Oconee Sp 92d, Eatonton 31024

Telephone Number: (706) 816-8731

Applicant is to attach a statement concerning unusual problems, if any, concerning police protection and traffic congestion.

* A COPY OF THE PARADE ROUTE MUST BE ATTACHED WITH A $25.00 PERMIT FEE*

---

**INTERNAL USE ONLY**

Approved/Disapproved

Chief of Police

Mayor or City Administrator
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to Authorize the Mayor to Sign an Amendment to the Area Agency on Aging Contract for SFY 2019 and for other purposes.

WHEREAS, the City of Eatonton has received notification from the Middle Georgia Regional Commission that an amendment to the SFY 2019 Area Agency on Aging contract is required to reflect adjustments made as a result of the Regional Commission’s first official allocation of funding; and

WHEREAS, SFY 2019 Area Agency on Aging contract funding amounts are based on a planning budget from the Division of Aging Services and are subject to change based upon actual funds received; and

WHEREAS, as the fiscal year moves forward, any changes to available funding will result in additional contract amendments.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that:

THE MAYOR IS AUTHORIZED TO SIGN THE CONTRACT AMENDMENT BETWEEN THE MIDDLE GEORGIA REGIONAL COMMISSION AREA AGENCY ON AGING AND THE CITY OF EATONTON FOR SFY 2019 AND OTHER SUCH SUPPORTING MATERIAL AS SHALL BE NECESSARY FOR THE PROPER EXECUTION OF THE AMENDMENT.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 17th day of September, 2018.

________________________________________
Walter C. Rocker, Jr., Mayor
City of Eatonton, Georgia

ATTEST:
MIDDLE GEORGIA REGIONAL COMMISSION
AREA AGENCY ON AGING
CONTRACT

RC/AAA ADMINISTRATIVE INFORMATION:

Expense X
DHS Contract \#42700-373-0000071612
Total Obligation: $236,611

CFDA \#93.053 (NSIP)
CFDA \#93.045 (Title III C1, C2)

Federal: $145,723
State: $73,744
Match: $17,144

SECTION I – GENERAL CONTRACT PROVISIONS:

PARA #101 CONTRACT BETWEEN:

This Contract is made and entered into by and between the Middle Georgia Regional Commission (RC), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 49-2-1 and as otherwise identified in Section II of this contract (if applicable), and hereinafter referred to as the RC;

AND

City of Eatonton
201 N. Jefferson Avenue
Eatonton, GA 31024

legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the CONTRACTOR.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Bibb County, Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors is a partner, employee, or agent of the RC, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

RC Contract Section II, Paragraph #201, A.2 is amended as follows:

SECTION II – SPECIAL TERMS AND CONDITIONS:

A. The Contractor agrees:

2. That the approved budget for all fund sources or program is attached hereto as Appendix B.
RC Contract Section III, Paragraph #301

Is Amended to Read:

SECTION III – CONTRACT PAYMENT PROVISIONS:

Para #301 RC Payment to Contractor and Contractor Match Requirement:

The total approved budget for the entire Contract is $236,611. Total payments to the Contractor shall not exceed $219,467.

X TITLE III OLDER AMERICANS ACT

The total approved budget (Appendix B) for Title III is $171,439, payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

Congregate Meals $ 10.75/Meal
Home-Delivered Meals $ 11.40/Meal

The unit cost breakdown is as follows:

<table>
<thead>
<tr>
<th>NSIP Federal Cost (Line Item Budget)</th>
<th>Cong Meal</th>
<th>HDM Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>NSIP Federal Reimbursement Cost Per Meal</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Remaining Unit Cost Per Meal (Harmony Billed Units Per Client Activity)</td>
<td>$10.75</td>
<td>$11.40</td>
</tr>
<tr>
<td>Total Combined Unit Cost Per Meal</td>
<td>$10.75</td>
<td>$11.40</td>
</tr>
</tbody>
</table>

A. July 1 through September 30 – Reimbursement for this period will not exceed $38,574. Any excess funds can be used for expenses through the remainder of the Contract period.

B. October 1 through June 30 – Reimbursement for this period will not exceed $115,721 plus any excess funds from first quarter, and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

Total Contract reimbursement for expenses shall not exceed $154,295.

TITLE III MATCH REQUIREMENT:

Certified Cost Only ____ In-Kind ____ Both ___

The Contractor agrees to furnish annual cost/cash contribution or in-kind match of $17,144, which represents 10% of the total Older Americans Act portion of the Contract excluding any applicable credits. The certified cost/expenditures or in-kind match values will be expended/recorded by the Contractor monthly in an amount not less than 10% of the total
monthly Older Americans Act project expenditures reported, less any applicable credits. Requirements for certified cost and/or in-kind match are specified in Paragraph 304.

**X. NSIP NUTRITION SERVICES INCENTIVE PROGRAM (State)**

The total approved budget (Appendix B) for NSIP is $65,172, payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

**Home-Delivered Meals** $11.40/Meal

<table>
<thead>
<tr>
<th>NSIP Federal Cost (Line Item Budget)</th>
<th>HDM Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>NSIP Federal Reimbursement Cost Per Meal</td>
<td>-0-</td>
</tr>
<tr>
<td>Remaining Unit Cost Per Meal (Harmony Billed Units Per Client Activity)</td>
<td>$11.40</td>
</tr>
<tr>
<td>Total Combined Unit Cost Per Meal</td>
<td>$11.40</td>
</tr>
</tbody>
</table>

A. July 1 through September 30 – Reimbursement for this period will not exceed $16,293. Any excess funds can be used for expenses through the remainder of the Contract period.

B. October 1 through June 30 – Reimbursement for this period will not exceed $48,879, plus any excess funds from first quarter, and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

Total Contract reimbursement for expenses shall not exceed $65,172.

**SECTION V:**

**PARA #501 CONTRACT APPENDICES INCLUSION:**

This contract includes Appendices as listed below, which are hereto attached and made a part hereof:

Appendix B - Budget Fund Source Summary
This Contract Amendment constitutes the full and complete agreement between the parties hereto and is part of the original contract for the State Fiscal Year 2019, dated July 1, 2018 through June 30, 2019.

**CONTRACTOR EXECUTION:**

Signature

Date Signed

Typed Name

*Typed Title of Individual Signing

**RC EXECUTION:**

Signature

Date Signed by Chairman

Middle Georgia Regional Commission

typed Name of Agency

Robert A. B. Reichert

typed Name of Individual Signing

**ATTEST:**

Signature

Typed Name

Title

Date Signed by Executive Director

Laura Mathis

typed Name of Individual Signing

*Written authority is required as an attachment, which proves that the signer has the authority to sign for the Contractor.
### BUDGET FUND SOURCE SUMMARY - SFY 2019-01

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Total Amount</th>
<th>Federal Amount</th>
<th>State Amount</th>
<th>Local Amount</th>
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<tr>
<td><strong>Congregate Meal Program</strong></td>
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<tr>
<td>- Title IIIC-1</td>
<td>$75,734</td>
<td>$64,374</td>
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<td><strong>Home-Delivered Meal Program</strong></td>
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<td>$4,785</td>
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<td>- NSIP State</td>
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<td>$65,172</td>
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<td><strong>Totals:</strong></td>
<td>$236,611</td>
<td>$145,723</td>
<td>$73,744</td>
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</table>
OPERATOR TRAINING AND QUALIFICATION RECORDS RETENTION AGREEMENT

GEORGIA, WALTON COUNTY

This OPERATOR TRAINING AND QUALIFICATION RECORDS RETENTION AGREEMENT (hereinafter the “Agreement”) is made and entered into this ___ day of ____________, 20__, by and between the GEORGIA UTILITY TRAINING ACADEMY, (hereinafter the “GUTA”) and _______________________, (hereinafter collectively the “Contracting Party”).

PREAMBLE:

WHEREAS, GUTA seeks to provide cost-effective utility system training for municipalities and utility contractors across the southeast; and,

WHEREAS, GUTA is uniquely qualified to provide such training through the use of its state of the art training facility, specializing in natural gas, water, wastewater, confined space, trenching & shoring, flagging, and fire school, featuring classroom components and hands on experience in its model residential neighborhood; and,

WHEREAS, the Contracting Party through its employees, agents, or registered class attendees seeks to receive such training from GUTA in order to obtain, maintain, and further its qualifications for the certifications required by the State of Georgia; and,

WHEREAS, the Contracting Party seeks to have GUTA assist in records retention for the purposes of qualifications of certifications; and,

WHEREAS, the Contracting Party seeks to complete the requisite conditions and requirements in accordance with this Agreement; and,

WHEREAS, GUTA is a wholly owned and operated subsidiary of the City of Monroe chartered under the laws of the State of Georgia and is operating through and under the City’s express authority; and,

WHEREAS, GUTA and Contracting Party are willing to execute this Agreement to verify and achieve all of said purposes; and,

WHEREAS, this Agreement will become effective upon the execution by both parties and shall be complied with in accordance to its terms.

NOW, THEREFORE, for and in consideration of the covenants and agreement hereinafter stated and for other good and valuable consideration, the receipt and adequacy being hereby acknowledged, the parties agree as follows:

1. **Obligations Of GUTA**

   a. GUTA will make available training classes for the Trainee of the Contracting Party at regular intervals throughout the term of the contract. Training classes will be made
available on a schedule provided to the Contracting Party and Trainee. Said training classes will meet the qualification and certification requirements of the class the Trainee has registered for.

b. GUTA will provide for each Trainee unlimited Operator Qualification training over the course of the year contracted for.

c. GUTA will retain, monitor and maintain all data and record collection related to the Operator Qualifications of the Trainee through use of the Operations Qualification Tracker.

d. GUTA will provide for each Trainee an e-wallet card featuring a “QR Code” that will access the Trainee’s Operator Qualification Records.

e. GUTA will provide for each Trainee access to Qualification Reports for inspections of Operator Qualification Records by the Public Service Commission.

f. These Operator Qualification Records will be housed off-site, and each Trainee will be able to access the Operator Qualification Records at any time from an internet connection.

g. Each Trainee will be able to access all training materials through use of the internet for in-house training purposes.

h. GUTA staff will be made available for any questions or inspections from the Public Service Commission regarding any and all Operator Qualification records.

2.

Obligations Of The Contracting Party

a. The Contracting Party shall provide a detailed list of each individual employee, agent, or registered class attendee (hereinafter the “Trainee” or “Trainees”) to GUTA for registration, certification and record retention purposes.

b. This list shall be outlined in further detail in EXHIBIT A, the Contracting Party Trainee List, attached hereto and incorporated herein by reference.

c. The Contracting party shall pay GUTA an initial one time set-up fee of One Thousand, Five Hundred ($1,500.00) dollars upon entering into this Agreement.

d. The Contracting Party shall pay GUTA ___________________ ($_______) dollars per Trainee per year for unlimited Operator Qualification training at the GUTA facility or ___________________ ($_______) dollars per Trainee per year for unlimited Operator Qualification training on-site of the Contracting Party. Such on-site training will be provided by GUTA at a location mutually agreed upon by the parties, and outlined in further detail in EXHIBIT B, the On-Site Training Location Description, attached hereto and incorporated herein by reference.

e. The Contracting Party shall remit an Emergency Class Upcharge fee of $___________ if a non-scheduled class must be provided to a Trainee.

f. The Contracting Party shall remit all payments to GUTA within sixty (60) days of receipt of invoice. The invoice will be sent out on the first day of the Contracting Party's budget or fiscal year.
3. **Date of Effectiveness of this Agreement**

This Agreement shall be effective between the parties, their successors and assigns, immediately upon the execution of this Agreement by all parties. Said agreement shall run for twelve (12) months from the date of execution and shall renew automatically for successive twelve (12) month terms unless earlier terminated by sixty (60) days written notice.

4. **Previous Written and Oral Statements**

All previous written or transcribed plans, documents, letters, electronic correspondence, notes, minutes and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreement between the parties. The parties agree that time shall be of the essence of this Agreement. This Agreement may be executed in counterparts and each such counterpart, and all counterparts together, shall constitute the original Agreement.

5. **Amendment and Modification of Agreement**

This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions or deletions shall be made in writing upon the mutual agreement of the parties executed by GUTA and the Contracting Party.

6. **Binding Effect**

This Agreement shall be binding upon the undersigned and their agents, heirs, administrators, executors, successors and assigns. The parties expressly stipulate that there are no third party beneficiaries to this Agreement.

7. **Severability**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

Each party executing or attesting this Agreement warrants and represents that he or she is fully authorized to do so. Each party also stipulates that he or she has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.
8. Applicable Law, Jurisdiction and Venue

The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles. The Contracting Party shall submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Superior Court of Walton County, Georgia.

9. Enforcement

In the event that the Contracting Party, Trainee, its successors, or its assignees fail to comply with all the aforementioned terms of this Agreement, GUTA shall be authorized to refuse the training or availability of classes to the Contracting Party or to a Trainee. If, prior to completion of the Contracting Party’s obligations outlined herein, any individual or entity that is not a party to this Agreement brings an action against GUTA relating to the Contracting Party’s obligations as outlined herein, or if it becomes necessary for GUTA to bring an action under this Agreement against the Contracting Party or anyone receiving training as provided under this Agreement for the Contracting Party under the terms of this Agreement, the Contracting Party, its successors, or its assignees shall be responsible for reimbursing GUTA for all costs and expenses, including attorney’s fees, incurred in connection with such a proceeding, so long as GUTA prevails in such an action.

10. Indemnification

The Contracting Party for itself and all entities receiving training under the terms of this Agreement, hereby specifically promises and warrants to fully indemnify and hold harmless GUTA, its agents, assigns and/or representatives against any and all claims, causes of action, actions, liens, demands, rights to causes of action, damages and claims of damages sustained, or claimed to have been sustained, on account of any known and unknown personal injuries, deaths and/or property damage occurring during the performance of the training subject to this Agreement and arising out of or in any way related to the performance of such training, whether or not said claims, causes of action, actions, liens, demands, rights to causes of action or damages may have resulted in whole or in part from the negligent acts or omissions of GUTA, its agents, assigns and/or representatives.

The provisions of this section are contractual and are not merely recitals.

11. Rights Cumulative

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law. No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists
or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

12. **Stipulation and Waiver**

The Contracting Party knowingly and voluntarily waives any right to seek monetary relief in a court of competent jurisdiction, including but not limited to damages, costs, sanctions, or fees from GUTA in connection with this Agreement.

13. **Special Stipulations and Terms**

The following special stipulations and terms shall control in this Agreement notwithstanding anything hereinto before to the contrary.

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed his seal the day and year first above written.

**THE CONTRACTING PARTY**

______________________________________________________________

By: __________________________

Title: _________________________

**GUTA**

______________________________________________________________

By: Rodney Middlebrooks

Title: Director of Operations
EXHIBIT A

CONTRACTING PARTY TRAINEE LIST

CONTRACTING PARTY: ________________________

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>EMPLOYEE POSITION</th>
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<tbody>
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</tbody>
</table>
EXHIBIT B

ON-SITE TRAINING LOCATION DESCRIPTION

Describe details of on-site training locations and logistics if any.
Thank you for allowing us the opportunity to share with you some of the benefits to partnering with the Georgia Utility Training Academy (GUTA) for your OQ and Compliance needs. We offer a comprehensive online eLearning and instructor led suite of courses hosted on a fully functional Learning Content Management System (LCMS).

Below are some of the benefits to utilizing the GUTA OQ, Compliance and Training Services:

- current DOT 192, DOT 195 and ASME B31Q compliant course list
  - API references within DOT 195 series
- consistent curriculum between online or classroom training
- online and classroom training hosted in one user friendly LCMS
- easy access to needed documentation and reports
- multiple levels of reports
  - qualifications, forecasting, expired and expiring tasks, qualification gaps, archives
- ability to export reports to email, excel, pdf and print
- digital wallet cards available to operators and contractors
  - view qualifications in real time from any smart phone or tablet
  - eliminates need to reprint card after each training or OQ event
- email reminders of upcoming qualification expirations
  - 30 day, 60 day, 90 day, etc.
- ability to assign and track employees by company identified roles
  - line locator, meter reader, service tech, etc.
- access to archived transcripts and inactive employees
- evaluations can be uploaded directly into onboard through "OnBoard Connect"
  - eliminates paper, reduces human error and creates pdf of affidavit for review
- auto course reassignment for expiring tasks
  - multiple levels of administrative control to assignments
- Notice of Change (NOC) feature
  - documented communication of policy and procedure changes to external or internal workforce
  - real-time status updates
- yearly unlimited access to all features listed above and MORE!

I would be more than happy to provide a quote if you can share the number of employees you would have in the system.
GEORGIA  
UTILITY TRAINING ACADEMY

2200 Highway 83  
Monroe, GA 30655

<table>
<thead>
<tr>
<th>Membership/Registration Information</th>
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<tbody>
<tr>
<td>Initial Setup Fee</td>
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<tr>
<td>Annual Per Employee Cost</td>
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</tr>
<tr>
<td>attended at GUTA</td>
<td>$750.00</td>
</tr>
<tr>
<td>attended on Location</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

*additional classes charged regular class fee*