City of Eatonton
201 North Jefferson Avenue
Eatonton, Georgia 31024
(706) 485-3311
January 5, 2016
Agenda

1. 7:00 PM Call to Order

2. Invocation: Councilman Alvin Butts

3. Swearing in of Council Members Attachment #1

3. Approval of Minutes: Attachment #2

4. Public Comments:

    Reading of Rules for Public Comments:

5. Old Business:

    A.

6. New Business:

    A. Alcohol Package Sales License –Balderbhai Patel of Maamadi LLC d/b/a Lucky Lotto Store & Tobacco Mart, 820 Oak Street, Eatonton, GA Attachment #3

    B. Proposed Resolution to Amend Chapter 2, Section 31 (Regular Meetings) of the Code of Ordinances Attachment #4

    C. Discussion and Possible Action Regarding Georgia Cities Week Attachment #5

    D. Discussion and Possible Action on Naming a Voting Delegate to the GMA Special Membership Meeting Attachment # 6
E. Proposed Resolution to Appoint a Member to the Middle Georgia Regional Commission Attachment #7

F. Proposed Resolution to Authorize the Mayor to Sign a Memorandum of Understanding with DCA for Participation in the Georgia Classic Main Streets Program for 2016 Attachment #8

G. Discussion and Possible Action Regarding Changing the Date of the January 18, 2016 Council Meeting (MLK, Jr. Day)

H. First Reading of Proposed Chapter 53 (Solar Energy) of the City of Eatonton Code of Ordinances Attachment #9

I. Proposed Resolution to Apply for a Community Development Block Grant Attachment #10

J. Proposed Resolution to Amend the Natural Gas Consulting Services Budget Attachment #11

7. Committee Reports:
   • Finance and Personnel – Council Member Harvey C. Walker, Jr.
   • Public Utilities – Council Member Alvin Butts
   • Streets, Buildings and Grounds – Council Member William C. Mangum
   • Zoning and Ordinances – Council Member Teresa Doster
   • Environmental – Council Member Charles R. Haley
   • Community Development – Council Member Alma Stokes
   • Public Safety – Council Member James A. Gorley
   • City Administrator – Gary Sanders
   • City Attorney – Christopher D. Huskins
   • City Clerk – Sarah Abrams

8. Executive Session: Disposal/Transfer of Property

9. Motion to Adjourn:
Oath of Office
Councilmember
City of Eatonton, Georgia

I, Alvin Butts, do solemnly swear or affirm that I will faithfully execute the office of Councilmember of the City of Eatonton, Georgia; and will, to the best of my ability, support and defend the Constitution of the United States, the Constitution of the State of Georgia, and the charter, ordinances, and regulations of the City of Eatonton, Georgia;

I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof;

I am not the holder of any office of trust under the government of the United States of America, any other state, or any foreign state which I, by the laws of the State of Georgia, am prohibited from holding;

I am otherwise qualified to hold said office according to the Constitution and laws of Georgia;

I will perform the duties of my office in the best interest of the City of Eatonton to the best of my ability without fear, favor, affection, reward, or expectation thereof.

________________________________________
Alvin Butts
Councilmember
City of Eatonton, Georgia

Subscribed and sworn to before me on this _____ day of _____________, 20___.

________________________________________
R. Michael Gailey, Jr.
Municipal Court Judge
Oath of Office
Councilmember
City of Eatonton, Georgia

I, Charles R. Haley, do solemnly swear or affirm that I will faithfully execute the office of Councilmember of the City of Eatonton, Georgia; and will, to the best of my ability, support and defend the Constitution of the United States, the Constitution of the State of Georgia, and the charter, ordinances, and regulations of the City of Eatonton, Georgia;

I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof;

I am not the holder of any office of trust under the government of the United States of America, any other state, or any foreign state which I, by the laws of the State of Georgia, am prohibited from holding;

I am otherwise qualified to hold said office according to the Constitution and laws of Georgia;

I will perform the duties of my office in the best interest of the City of Eatonton to the best of my ability without fear, favor, affection, reward, or expectation thereof.

______________________________
Charles R. Haley
Councilmember
City of Eatonton, Georgia

Subscribed and sworn to before me on
this ___ day of _____________, 20___.

______________________________
R. Michael Gailey, Jr.
Municipal Court Judge
Oath of Office
Councilmember
City of Eatonton, Georgia

I, Harvey (Chip) Walker, Jr., do solemnly swear or affirm that I will faithfully execute the office of Councilmember of the City of Eatonton, Georgia; and will, to the best of my ability, support and defend the Constitution of the United States, the Constitution of the State of Georgia, and the charter, ordinances, and regulations of the City of Eatonton, Georgia;

I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof;

I am not the holder of any office of trust under the government of the United States of America, any other state, or any foreign state which I, by the laws of the State of Georgia, am prohibited from holding;

I am otherwise qualified to hold said office according to the Constitution and laws of Georgia;

I will perform the duties of my office in the best interest of the City of Eatonton to the best of my ability without fear, favor, affection, reward, or expectation thereof.

________________________________________
Harvey (Chip) Walker, Jr.
Councilmember
City of Eatonton, Georgia

Subscribed and sworn to before me on
this ____ day of ____________, 20____.

______________________________
R. Michael Gailey, Jr.
Municipal Court Judge
City of Eatonton Council Meeting
Monday, December 21, 2015 at 7:00 pm
Eatonton City Hall, 201 North Jefferson Avenue, Eatonton, Georgia 31024

Elected Officials Present:
  Mayor John Reid
  Mayor Pro-Tem Harvey (Chip) Walker, Jr.
  Councilman Alvin Butts
  Councilwoman Teresa Doster
  Councilman Charles R. Haley

Elected Officials Absent:
  Councilman James Gorley
  Councilman William Mangum, Jr.
  Councilwoman Alma Stokes

Staff Members Present:
  City Administrator, Gary Sanders
  City Attorney, Christopher Huskins
  City Clerk, Sarah Abrams

Mayor John Reid called the meeting to order at 7:00 PM.

Mayor John Reid called for a moment of silence for the invocation.

Motion was made by Haley and seconded by Doster to approve the minutes of the last meeting with any necessary corrections. Motion carried by a vote of 3-0. Councilman Alvin Butts abstained.

Public Comments: Mitchell Bailey – Property owners’ responsibility for vacant houses

Motion was made by Doster and seconded by Haley to hear public comments from Mitchell Bailey. Motion carried by a vote of 4-0.

Reading of the Rules for Public Comments: Omitted

Mayor Reid advised Mr. Bailey he would have 3 minutes to make his comments and that the reading of the rules for making public comments be omitted.
Mr. Mitchell Bailey advised Council he lived at 510 West Walnut Street and had concerns about the disrepair of the houses next to him. He asked Council to provide help in addressing this issue in his neighborhood. Mayor Reid advised Mr. Bailey that the City is working on absentee landlords and dilapidated houses. Also Code Enforcement Officer Dianne Veal can help with this issue. Reid also advised the City would have to pay the property owner fair market value if we buy and clean up the property.

Councilman Alvin Butts left the meeting after receiving a phone call at 7:09 PM.

Mayor John Reid adjourned the meeting at 7:10 PM due to a lack of a quorum of the members of Council present at the meeting.

ATTEST:

John Reid, Mayor

Sarah E. Abrams, City Clerk
CITY OF EATONTON
P. O. BOX 3820
EATONTON, GA 31024

APPLICATION FOR BUSINESS OR PROFESSIONAL OCCUPATIONAL CERTIFICATE

FOR THE YEAR 2016

FOR OFFICE USE ONLY

Account No. ________________________________
Fee _______________________________________
Penalty _____________________________________
Total ______________________________________
Date Issued _________________________________
Business Type: ______________________________

IF INFORMATION LISTED IN HEADING IS CORRECT CHECK HERE □, SIGN BELOW, AND REMIT PAYMENT.
FOR NEW BUSINESS, OR TO CORRECT HEADING ABOVE, BEGIN WITH ITEM NO. 1.

1. Maamadi LLC

NAME OF BUSINESS

Fahim S. Patel

NAME OF PARTNERS OR OFFICERS OF FIRM

2. 820 Oak Street, Eatonton, GA 31024

MAILING ADDRESS

3. 820 Oak Street

BUSINESS LOCATION

4. ___________________________

PHONE NO.

5. RATE:

Fuel

Beer

Wine

Grocery Store / Convenience

6. NAME OF PREVIOUS OWNER, IF OWNERSHIP HAS CHANGED

7. CONTRACTOR'S PROFESSIONAL CARD NUMBER

8. 308-037163

SALES TAX I.D. NUMBER

I (We) do hereby certify that the information for my business or profession as reported herein is true and correct, and that I am familiar with the city ordinance providing for penalties and revocation of my (our) certificate for making false or fraudulent statements in this application. I (We) have read and understand Section 18.39 of the Occupational Tax Ordinance as shown on reverse side.

(Signed) X ____________________________
(Signature of Applicant) ____________________________

Date: 11-23-15
Resolution to Amend Chapter 2, Section 31
(Regular Meetings)
of the Code of Ordinances

BE IT RESOLVED, that Section 2-31 of the Code of Ordinances, City of Eatonton, Georgia is amended to read as follows:

Sec. 2-31. Regular meetings.

The regular meetings of the board of council shall be held on the first Tuesday and third Monday of each month at 7:00 p.m. in the city hall or other such place as may be designated by the board of council.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 5th day of January, 2016.

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

ATTEST:

__________________________________________
Clerk, City of Eatonton, Georgia
ARTICLE II. BOARD OF COUNCIL
Sec. 2-31. Regular meetings.

The regular meetings of the board of council shall be held on the first Tuesday and third Monday of each month at 7:00 p.m. in the city hall or other such place as may be designated by the board of council.

(Added text is shown by underline.)
MEMORANDUM

December 8, 2015

TO: Mayors and Council Members
c/o City Managers and City Clerks

FROM: Mayor Boyd Austin, Chairman
Georgia Cities Week,

SUBJECT: Georgia Cities Week, April 17-23, 2016

The Georgia Municipal Association is pleased to again sponsor Georgia Cities Week April 17-23. The theme of this state-wide event is “Go To Town!”

Georgia Cities Week is an opportunity to showcase and celebrate cities and the services they provide. Many cities already sponsor some of the suggested Georgia Cities Week activities; it is our hope that by all cities celebrating at the same time, we can draw public attention to the positive influence cities have on the quality of life in their communities.

Last year, we had more than 100 cities participating in this event and the feedback we received was overwhelmingly positive. In order to make this week a success again, we need as much participation as possible. Activities range from the very simple – such as signing a resolution – to the more complex. Each city that signs up will be e-mailed a comprehensive Resource Kit that includes suggested activities, planning tips, helpful handouts and other valuable information to make planning easier. Posters and stickers will be mailed separately.

Enclosed is a form to indicate that your city will participate in Georgia Cities Week; I hope all of you will fill it out and return it promptly! Even if you have participated in the past, please take the time to send in this form so we can include your city in the list of participants this year. A Resource Kit will be sent to your contact person in January so you may begin planning your events.

The good works of city government often go overlooked. I hope you will participate in Georgia Cities Week and help educate and inform the public as to the value of our municipalities!
Georgia Cities Week
April 17-23, 2016

Go To Town!

Yes, my city will be participating!
Please e-mail a Resource Kit to:

Contact Name: ____________________________

Title: ________________________________

City: ___________________________

Address: ______________________________________

_____________________________________

Phone Number: _______________________

Fax Number: ________________________

Email address: ______________________________________

Please complete this form* and return it to:

Georgia Municipal Association
ATTN: Georgia Cities Week
PO Box 105377
Atlanta, GA 30348

or

Fax: 678-686-6316

*Even if your city has participated in past years, please take a moment to fill out this form and return it so that we can add your city to the list of participants.
December 17, 2015

MEMORANDUM

TO: Mayors and Councilmembers
c/o Mayors, City Managers and City Clerks

FROM: Lamar Norton, Executive Director

SUBJECT: Notice of Special Membership Meeting

I want to inform you that a special meeting of the Georgia Municipal Association membership has been called for Sunday, January 24, 2016 in conjunction with the annual Mayors' Day Conference. The meeting will be held at 11:45 am in the Grand Ballroom of the Atlanta Hilton, and the purpose is to elect a new GMA Third Vice President.

As you may know, GMA's current First Vice President, Mayor Edna Jackson of Savannah, was unsuccessful in her re-election bid and will be leaving office at the beginning of 2016. In accordance with GMA Bylaws, Mayor Boyd Austin of Dallas, the current Second Vice President, will move up to First Vice President, and Mayor Dorothy Hubbard of Albany, the current Third Vice President, will move up to Second Vice President at the time Mayor Jackson leaves office. The Third Vice President position will be vacant until the unexpired term is filled on January 24.

The Nominating Committee will present its nomination of the new Third Vice President to the Board of Directors for approval at its meeting on January 23. The nomination will then be presented to the membership for final approval at the special meeting on January 24.

Each member city is requested to designate a voting delegate for the special membership meeting. Please complete and return the enclosed voting credentials form to GMA by no later than January 19, 2016. If your city will not be represented at the meeting, you may designate a proxy. Voting credentials may be picked up during the conference on Sunday at the GMA registration desk.

If you have any questions, please contact Bill Thornton at (678) 686-6230 or bthornton@gmanet.com.
VOTING DELEGATE FORM

Special Membership Meeting

Sunday, January 24, 2016 – 11:45 am
Atlanta Hilton Hotel
Grand Ballroom
Atlanta, Georgia

City: ___________________________________________

Voting Delegate: ___________________________ Title: ___________________________

Proxy ___________________________ Title ___________________________

(Each member city may designate in writing an elected official from any other member city in the state to vote as their proxy at the membership business meeting. Often, cities designate the GMA President or one of the Vice Presidents as their proxy for the membership business meeting.)

Please mail or fax by January 19 to:

Georgia Municipal Association
P.O. Box 105377
Atlanta, Georgia 30348
Attention: Donna Carrington

FAX: (678) 651-1021
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia to appoint the Mayor to the Middle Georgia Regional Commission Council and for other purposes.

WHEREAS, the Middle Georgia Regional Commission is governed by a council that consists of three appointed voting members and two appointed non-voting members from each county within the region; and

WHEREAS, the City of Eatonton is a member of the Middle Georgia Regional Commission and is entitled to appoint the Mayor or councilperson to serve on such council; and

WHEREAS, the City of Eatonton desires to continue its participation and voting privileges on the Middle Georgia Regional Commission council.

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

THE MAYOR OF THE CITY OF EATONTON IS HEREBY APPOINTED TO THE MIDDLE GEORGIA REGIONAL COMMISSION COUNCIL.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 5th day of January, 2016.

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

ATTEST:

__________________________
Clerk, City of Eatonton, Georgia
October 23, 2015

Billy Webster, Commissioner
Putnam County Commission
117 Putnam Drive, Suite A
Eatonton, GA 31024

Dear Billy:

In accordance with the Bylaws of the Middle Georgia Regional Commission, it is time for appointments to the Regional Commission Council. Enclosed is the appointment form which I respectfully request be completed and returned by December 31, 2015. In addition to the appointment form, for your reference I have included the current council members from Putnam County and the attendance sheet for the past year.

Each County has five representatives on the Council – 3 voting and 2 associate (non-voting) members. The guidelines and process for appointments are as follows.

a. The Chairperson of the Board of Commissioners for each member county shall be the County Voting Member unless he or she declines to serve in which event the Chairperson of the County Commission shall select another of the County Commission members to serve in his or her stead.

b. The governing bodies of municipalities located within each member county shall collectively select one (1) elected mayor or councilperson to serve as the Municipal Voting Member.

c. The County Member and the Municipal Member select:

1. One (1) resident of the county to serve as the third voting member. To be eligible, this individual must be non-public/non-elected. The term of office is one (1) year but the member is eligible for successive reappointment. It is suggested that the non-public representative be made from one of the following categories: local business, Development Authority Directors, post-secondary education representatives, workforce development, or labor groups.

2. Two (2) residents of the county to serve as Associate (non-voting) Members of the Council. The term of office is one (1) year, but the members are eligible for successive reappointment.

If you have any questions, please don't hesitate to contact me at rnx@mg-rc.org or (478) 751-6160.

Sincerely,

Ralph Nix
Executive Director
APPOINTMENT FORM
MIDDLE GEORGIA REGIONAL COMMISSION COUNCIL

Appointment Form for Middle Georgia Regional Commission Council for _____________________ County, Georgia

1. The County member is ___________________ who is the Chairperson of the Board, or his designee
   (Insert name)

2. The Municipal member is ___________________ who is the ___________________ of the City of
   ___________________ and who has been selected as such by the municipalities located within
   ___________________ County, Georgia
   (Insert name of member) (Insert elected position)
   (Insert name of city)
   (Insert name of county)

3. *The Non-public (voting) member is ___________________
   (Insert name)

   ATTEST: ___________________
   County Representative
   (Chairman)

   ATTEST: ___________________
   Municipal Representative
   (Mayor)

4. The two (2) Associate Members (non-voting) are: ___________________
   (Insert Name)

   ___________________
   (Insert Name)

   ATTEST: ___________________
   County Representative
   (Chairman)

   ATTEST: ___________________
   Municipal Representative
   (Mayor)

*The voting, non-public member cannot be an elected official.
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RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to sign a Memorandum of Understanding with DCA for participation in the Georgia Classic Main Streets Program for 2016 and for other purposes.

WHEREAS, the City of Eatonton determined that it was desirable and necessary to activate Eatonton Main Street; and

WHEREAS, Eatonton Main Street seeks to promote and develop the City’s downtown district through economic development, organization, promotions and design and encourages preservation of the City’s historic and cultural character; and

WHEREAS, Eatonton Main Street presented to the City a memorandum of understanding required by the Department of Community Affairs for its continued participation in the Georgia Classic Main Streets Program; and

WHEREAS, the City of Eatonton wishes to provide continued support of the Eatonton Main Street program and its downtown development strategies and events sponsorships.

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


APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia this 5th day of January, 2016.

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

ATTEST:

______________________________
Clerk, City of Eatonton, Georgia
2016
Georgia Classic Main Streets
Memorandum Of Understanding
MOU
1/1/2016

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and returned including original signatures to the Georgia Department of Community Affairs, c/o Jessica Reynolds, 60 Executive Park South, NE, Atlanta, Georgia 30329 by FEBRUARY 15, 2016.
GEORGIA CLASSIC MAIN STREETS PROGRAM

MEMORANDUM OF UNDERSTANDING

2016 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as “DCA”), the City/Town of ________________, Georgia (hereinafter referred to as “Community”), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community’s participation in the Georgia Classic Main Streets Program for 2016. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as “National Program”) to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.

2. Set and review boundaries for the target area of the local Main Street Program.
   A. A copy of these boundaries should remain on file with DCA at all times.
   B. The Community should work with the Board of Directors to review boundaries at least once every three years.

3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
   A. The downtown manager must have a job description that identifies at least 75% of their duties (if a full time employee) or all of their duties (if a part-time employee) that are directly related to Main Street activities. A copy of the job description should remain on file with DCA at all times.
   B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the region. The program manager’s salary must be paid in excess of minimum wage.
   C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
   D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.

4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
   A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
   B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA encourages this space to be in the local Main Street program area.
   C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.

5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
   A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
      i. Business license data
      ii. Building permit data
      iii. Property tax data
      iv. Geographic Information Systems data (mapping support when available)
   B. Review reported data submitted by the downtown manager to assure accuracy.
6. Use the "Main Street America" name in accordance with the National Main Street Policy on the Use of the Name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes when possible. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
   A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
   B. The work plan should be created on a Calendar Year format in concurrence with this Agreement (2016).
   C. A copy of the work plan should be on file and updated with DCA monthly as part of the monthly reporting process.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
   A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
   B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
   C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 6 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street approach and trends for downtown revitalization and to support the downtown manager.
6. Newly Appointed Board Members are required to attend Main Street 101, hosted by the Office of Downtown Development, within their first year of their first term.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
   A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
   B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
   C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANANGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
   A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
   B. Participate in occasional surveys by DCA related to Main Street Programming.
   C. Provide documentation of all meetings, work plans, budgets, job descriptions, mission and vision statements for the organization.
   D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
   E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community’s downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
   A. One representative from the local program should attend at least one Regional Managers meeting in 2016.
   B. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
   C. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-
DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.*
*A current list of training opportunities through DCA can be obtained at any time from the agency.

3. Respond to requests by DCA in a timely manner.
4. Take advantage of the Georgia Classic Main Street network of professional downtown managers.
5. All newly hired managers must complete Main Street 101 training with DCA within the first 12 months of employment in the local community.
6. Provide regular updates between the local Main Street Program and the Community.
   A. Managers are encouraged to provide at least quarterly reports to the local government.
   B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
7. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your program. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
   A. DCA will offer a series of webinars (live and pre-recorded) on a diverse set of downtown related topics and will upload a copy of recorded webinars to the Georgia Main Street YouTube Channel.
   B. DCA will offer six Regional Managers Meetings statewide in 2016.
   C. DCA will offer four Main Street 101 workshops and two Main Street 201 workshops throughout the year related to the Main Street Approach™
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community’s downtown revitalization strategy.
   A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
   B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
   C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
   A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
   B. DCA may assist in training local staff or volunteers in the reporting process.
   C. DCA will provide unlimited telephone consultations with local programs.
   D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program at a discounted rate. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.
ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through December 31, 2016.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street Designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up Program process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2016 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person’s understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.
GEORGIA CLASSIC MAIN STREET PROGRAM

MEMORANDUM OF UNDERSTANDING: 2016 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY):

______________________________________________________________

Mayor/Chief Elected Official's Signature                                      Date

______________________________________________________________

Printed Name                                                                 Date Term Expires

MAIN STREET BOARD OF DIRECTORS

______________________________________________________________

President/Board Chairperson's Signature                                      Date

______________________________________________________________

Printed Name                                                                 Date Term Expires

DOWNTOWN MANAGER

______________________________________________________________

Manager's Signature                                                          Date

______________________________________________________________

Printed Name                                                                 Date Hired

☐ Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA CLASSIC MAIN STREET PROGRAM

______________________________________________________________

Director's Signature                                                          Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
80 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov
Chapter 53: Solar Energy

Sec. 53-1 Purpose

An ordinance to update the Code of the City of Eatonton, adding a chapter to permit solar energy systems as permitted, conditional, and special exception uses in any zoning district, and to add requisite definitions therein.

This ordinance aims to promote the accommodation of distributed, on-site residential and non-residential solar energy systems installed to reduce on-site energy consumption and associated equipment, as well as adequate access to sunlight necessary for such systems.

This ordinance permits, depending on zoning district, solar energy systems, while protecting the safety and welfare of adjacent and surrounding land uses through appropriate zoning and land-use controls.

A solar energy system shall be permitted in any zoning district as an accessory use, subject to specific criteria as set forth below. Where general standards and specific criteria overlap, specific criteria shall supersede general standards.

Sec. 53-2 Definitions

Accessory Use: A subordinate building or use which is customarily incidental to the principal use or building, and which is located on the same lot with the principal use or building, as defined in Section 75-4(c) of this code.

Battery Back-Up: A battery system that stores electrical energy from a solar PV system, making the electricity available for future use. Battery Back-Up systems are common in Off-Grid Systems and Hybrid Systems.

Combiner or Junction Box: Combines the inputs (electrical flows) from multiple strings of solar panels (or micro-inverters) into one output circuit.

Crystalline Silicon Cells: Solar photovoltaic cells fashioned from either mono-crystalline, multi-crystalline, or ribbon silicon capable of converting sunlight into electricity. Crystalline silicon solar PV panels are the most commonly used and are generally the most efficient.
Distributed Solar: For the purposes of this Ordinance, distributed solar refers to solar energy systems located on-site and designed to provide solar thermal energy or solar PV electricity to a property owner, occupant, and/or facilities.

Grid-tied Solar: A solar PV system that is interconnected with the utility grid via net metering and interconnection agreements with the utility.

Electricity Generation (aka production, output): The amount of electric energy produced by transforming other forms of energy, commonly expressed in kilowatt-hours (kWh) or megawatt-hours (MWh).

Electrical Equipment: Any device associated with a solar energy system, such as an outdoor electrical unit/control box, that transfers the energy from the solar energy system to the intended on-site structure.

Grid-tied Solar Photovoltaic Systems (aka grid-tied PV, on-grid, grid-connected, utility-interactive, grid-intertied, or grid-direct): Solar photovoltaic electricity generation systems designed to serve the electricity needs of the building to which it is connected, thus offsetting a home’s or business’s electricity usage. Any excess electricity generated is sent to the electric utility grid, credited via a customer’s net metering agreement with their local utility. Grid-tied systems are typically installed without a battery back-up system to store electricity. As such, these systems provide no power during an outage. Typical system components: PV panels, inverter(s), and required electrical safety gear.

Ground-Mount System: A solar energy system that is directly installed on specialized solar racking systems, which are attached to an anchor in the ground and wired to connect to an adjacent home or building. Ground-mount systems may be applicable when insufficient space, structural and shading issues, or other restrictions prohibit rooftop solar.

Hybrid Solar Photovoltaic Systems (aka grid-tied PV with battery back-up): Solar photovoltaic electricity generation systems designed to serve the electricity needs of the building to which it is connected, thus offsetting a home’s or business’s electricity usage, while also utilizing a battery back-up in the event of a power outage. This is the only system that provides the ability to have power when the utility grid is down. Typical system components include: PV panels, inverter(s), and required electrical safety gear, battery bank, and a charge controller.


Inverter: A device that converts the Direct Current (DC) electricity produced by a solar photovoltaic system to useable alternating current (AC).

Kilowatt (kW): Equal to 1000 Watts; a measure of the use of electrical power.
Kilowatt-hour (kWh): A unit of energy equivalent to one kilowatt (1 kW) of power expended for one hour of time.

Mounting: The manner in which a solar PV system is affixed to the roof or ground (i.e. roof mount, ground mount, pole mount).

Megawatt (MW): Equal to 1000 Kilowatts; a measure of the use of electrical power.

Megawatt-hour (MWh): A unit of energy equivalent to one Megawatt (1 MW) of power expended for one hour of time.


Net Meter: On-grid solar PV systems connected to the utility grid use a net meter; typically provided and installed by the local utility, to measure the flow of electricity from the solar system for the purposes of net metering.

Net Metering: A billing arrangement that allows customers with grid-connected solar electricity systems to receive credit for any excess electricity generated on-site and provided to the utility grid.

Off-Grid Solar Photovoltaic Systems with Battery Back-Up: Solar photovoltaic electricity systems designed to operate independently from the local utility grid and provide electricity to a home, building, boat, RV (or remote agricultural pumps, gates, traffic signs, etc.). These systems typically require a battery bank to store the solar electricity for use during nighttime or cloudy weather (and/or other back-up generation). Typical system components include: PV panels, battery bank, a charge controller, inverter(s), required disconnects, and associated electrical safety gear.

Orientation (or Azimuth): In the northern hemisphere, true solar south is the optimal direction for maximizing the power output of solar PV. Although, systems can be oriented east, southeast, southwest, and west, while still providing 75-85 percent of maximum production, depending on the tilt. Proper orientation and access to sun are critical for achieving maximum energy production potential (ideally, the orientation of the solar energy system ensures that solar access is not obstructed by other buildings, shade trees, chimneys, HVAC systems, or other equipment).

Passive Solar: Techniques, design, and materials designed to take advantage of the sun’s position (and the local climate) throughout the year to heat, cool, and light a building with the sun. Passive solar incorporates the following elements strategically to maximize the solar potential of any home or building (namely, maximizing solar heat gain in winter months and minimizing solar heat gain in summer months to reduce heating/cooling demand; and maximizing the use of daylighting to reduce demand for electricity for lighting): strategic design
and architecture, building materials, east-west and building lot orientation, windows, landscaping, awnings, ventilation

**Photovoltaic (PV) System:** A solar energy system that produces electricity by the use of semiconductor devices, called photovoltaic cells, which generate electricity when exposed to sunlight. A PV system may be roof-mounted, ground-mounted, or pole-mounted.

**Pole-Mount Systems:** A solar energy system that is directly installed on specialized solar racking systems, which are attached to a pole, anchored and firmly affixed to a concrete foundation in the ground, and wired underground to an attachment point at the building’s meter. Unlike ground-mount systems, pole-mount systems are elevated from the ground. Pole-mounted systems can be designed to track the sun (with single-axis or dual-axis tracking motors) and maximize solar output throughout the year.

**Power:** The rate at which work is performed (the rate of producing, transferring, or using energy). Power is measured in Watts (W), kilowatts (kW), Megawatts (MW), etc.

**PV-Direct Systems:** The simplest of solar photovoltaic electric systems with the fewest components (no battery back-up and not interconnected with the utility) designed to only provide electricity when the sun is shining. Typical system components include: PV panels, required electrical safety gear, and wiring.

**Racking:** Solar energy systems are attached securely and anchored to structural sections of the roof-mounted or pole-mounted systems. Specially designed metal plates called flashings prevent leaks and are placed under shingles and over bolts to create a water-tight seal.

**Roof-Mount System** (aka rooftop mounted, building mounted): A solar energy system consisting of solar panels are installed directly on the roof of a home, commercial building, and/or an accessory structure, such as a garage, pergola, and/or shed. Solar panels are mounted and secured using racking systems specifically designed to minimize the impact on the roof and prevent any leaks or structural damage. Roof-mount systems can be mounted flush with the roof or tilted toward the sun at an angle.

**Solar Access:** The ability of one property to continue to receive sunlight across property lines without obstruction from another’s property (buildings, foliage or other impediment).

**Solar Array:** Multiple solar panels combined together to create one system.

**Solar Collector:** A solar PV cell, panel, or array, or solar thermal collector device, that relies upon solar radiation as an energy source for the generation of electricity or transfer of stored heat.
Solar Easement: An easement recorded pursuant to O.C.G.A. § 44-9-20 -§ 44-9-24, the purpose of which is to secure the right to receive sunlight across the real property of another for the continued access to sunlight necessary to operate a solar energy system. According to Georgia law, parties may voluntarily enter into written solar easement contracts that are enforceable by law. An easement must be created in writing and filed, duly recorded and indexed in the office of the recorder of the county in which the easement is granted. A solar easement, once created, runs with the land and does not terminate unless specified by conditions of the easement.

Solar Energy System: A system capable of collecting and converting solar radiation into heat or mechanical or electrical energy and transferring these forms of energy by a separate apparatus to storage or to point of use, including, but not limited to, water heating, space heating or cooling, electric energy generation, or mechanical energy generation. This definition shall include Solar Thermal, Photovoltaic, and Passive Solar Systems.

Solar Energy System, Small-Scale: An Active Solar Energy System that occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 10 kW DC or less).

Solar Energy System, Medium-Scale: An Active Solar Energy System that occupies more than 1,750 but less than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 10 - 250 kW DC).

Solar Energy System, Large-Scale: An Active Solar Energy System that occupies more than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 250 kW DC or greater).

Solar Farm: A large-scale utility and/or commercial solar energy system, the full size of which is six acres or more.

Solar Glare: The potential for solar panels to reflect sunlight, with an intensity sufficient to cause annoyance, discomfort, or loss in visual performance and visibility.

Solar Photovoltaic (Solar PV) System: Solar systems consisting of photovoltaic cells, made with semiconducting materials, that produce electricity (in the form of direct current (DC)) when they are exposed to sunlight. A typical PV system consists of PV panels (or modules) that combine to form an array; other system components may include mountain racks and hardware, wiring for electrical connections, and power conditioning equipment, such as an inverter and/or batteries.

Solar Panel (or module): A device for the direct conversion of sunlight into useable solar energy (including electricity or heat).
Solar Process Heat: Technologies that provide industrial specific applications, including ventilation air preheating, solar process heating, and solar cooling.

Solar-Ready: The concept of planning and building with the purpose of enabling future use of solar energy generation systems. Solar-ready buildings, lots, and developments make it easier and more cost-effective to utilize passive solar techniques and adopt active solar technologies in the future. Solar-ready buildings are built anticipating future installation of active solar energy systems (including structural reinforcement, pre-wiring or plumbing for solar, and east-west building orientation). Solar-ready lots are oriented to take maximal advantage of a location’s solar resource. Solar-ready developments expand this concept to entire subdivisions.

Solar Thermal System (aka Solar Hot Water or Solar Heating Systems): A solar energy system that directly heats water, or other liquid using sunlight. Systems generally consist of a series of tubes that concentrate light to heat either water or a heat-transfer fluid (such as food-grade propylene glycol, a non-toxic substance) in one of two types of collectors (flat-plate collectors and evacuated tube collectors). The heated liquid is used for such purposes as space heating and cooling, domestic hot water, and heating pool water.

Thin Film Solar PV: Capable of generating electricity from the sun, thin film solar PV cells consist of layers of semiconductor materials (made from amorphous silicon, cadmium telluride, copper indium gallium diselenide, among other materials) a few micrometers thick, which allow for greater flexibility. Thin film is made by depositing one or more thin layers of photovoltaic material on a substrate; products include rooftop shingles and tiles, building facades, the glazing for skylights, and other building integrated materials.

Tilt: The angle of the solar panels and/or solar collector relative to their latitude. The optimal tilt to maximize solar production is perpendicular, or 90 degrees, to the sun’s rays at true solar noon.

True Solar Noon: When the sun is at its highest during its daily east-west path across the sky (this is also known as 0° Azimuth). Solar energy systems can be manually or automatically adjusted throughout the year. Alternatively, fixed-tilt systems remain at a static tilt year-round.

Watts (W): A measure of the use of electrical power (power (Watts) = voltage (volts) X current (Amps).

Wiring: Specified by electrical codes, solar PV system wires are routed from the panels or micro-inverters through conduit into the inverter and buildings meter.

Sec. 53-3 Applicability

(1) This Ordinance applies to all distributed solar systems installed and constructed after the effective date of this Ordinance. For purposes of this Ordinance, “solar energy system” means a distributed solar energy system as defined herein.
(2) Solar energy systems constructed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.

(3) All solar energy systems shall be designed, erected, and installed in accordance with applicable local, state, utility, and national codes, regulations, and standards.

**Sec. 53-4 Placement by Zoning District**

Solar energy systems shall be authorized in the zoning districts of the City of Eatonton as follows:

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>All Roof Mounted</th>
<th>Ground — Small (&lt; 1750 sq. ft.)</th>
<th>Ground — Medium (1750 – 40,000 sq. ft.)</th>
<th>Ground — Large (&gt;40,000 sq. ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1 Agricultural</td>
<td>Permitted (Accessory)</td>
<td>Permitted</td>
<td>Permitted</td>
<td>Permitted (Special Permit)</td>
</tr>
<tr>
<td>A-2 Agricultural</td>
<td>Permitted (Accessory)</td>
<td>Permitted</td>
<td>Permitted</td>
<td>Permitted (Special Permit)</td>
</tr>
<tr>
<td>R-1 Residential Low-Density</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Conditional)</td>
<td>Prohibited</td>
</tr>
<tr>
<td>R-2 Residential Low Density</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Conditional)</td>
<td>Prohibited</td>
</tr>
<tr>
<td>R-3 Residential Medium Density</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Conditional)</td>
<td>Prohibited</td>
</tr>
<tr>
<td>R-4 MHP Manufactured Home Park Districts</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Conditional)</td>
<td>Prohibited</td>
</tr>
<tr>
<td>C-1 Local Commercial District</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Conditional)</td>
<td>Permitted (Special Permit)</td>
</tr>
<tr>
<td>C-2 General Commercial District</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Accessory)</td>
<td>Permitted (Conditional)</td>
<td>Permitted (Special Permit)</td>
</tr>
<tr>
<td>I-1 Light Industrial District</td>
<td>Permitted (Accessory)</td>
<td>Permitted</td>
<td>Permitted</td>
<td>Permitted (Special Permit)</td>
</tr>
<tr>
<td>I-2 Heavy Industrial District</td>
<td>Permitted (Accessory)</td>
<td>Permitted</td>
<td>Permitted</td>
<td>Permitted (Special Permit)</td>
</tr>
<tr>
<td>DB-Downtown Business Overlay</td>
<td>Permitted as per underlying district</td>
<td>Permitted as per underlying district</td>
<td>Prohibited</td>
<td>Prohibited</td>
</tr>
</tbody>
</table>

**Sec. 53-5 Solar Energy System Requirements**

(1) To the extent practicable, and in accordance with Georgia law, the accommodation of solar energy systems and associated electrical equipment, shall be encouraged in the application of the various review and approval provisions of the Eatonton code.

(2) Solar energy systems are permitted in all zoning districts as noted in Section 53-4 of this Ordinance.

(3) A solar energy system may provide power for the principal use and/or accessory use of the property on which the solar energy system is located, but is not required to do so.

(4) The installation and construction of a *roof-mount solar energy system* shall be subject to the following development and design standards:

a. A roof or building-mounted solar energy system may be mounted on a principal or accessory building.

b. Any height limitations of the Eatonton Code shall not be applicable to solar collectors, provided that such structures are erected only to such height as is reasonably necessary to accomplish the purpose for which they are intended to serve.

c. Placement of solar collectors on flat roofs shall be allowed by right, provided that panels do not extend horizontally past the roofline.

(5) The installation and construction of a *ground-mount or pole-mount solar energy system* shall be subject to the following development and design standards:
a. The height of the solar collector and any mounts shall not exceed 20 feet when oriented at maximum tilt.

b. The surface area of a ground- or pole-mounted system, regardless of the mounted angle, shall be calculated as part of the overall lot coverage.

c. The minimum solar energy system setback distance from the property lines shall be equivalent to the building setback or accessory building setback requirement of the underlying zoning district.

d. All power transmission lines from a ground-mounted solar energy system to any building or other structure shall, when practicable, be located underground and/or in accordance with the building electrical code as appropriate.

(6) The installation and construction of a solar farm or utility-grade solar energy system shall be subject to the following development and design standards:

a. A minimum setback distance of 50 feet from all property boundaries shall be required, with the exception of property boundaries of adjoining parcels that are a part of a single solar farm project, as shown on the site plan. These property boundaries shall not be subject to this setback requirement. In such excepted case, a written waiver approved by the city and signed by the property owner(s) of all adjoining parcels included in the project shall be required.

b. Power inverters and other sound producing equipment shall be no less than 150 feet from any dwelling unit at the time of construction/installation.

c. All solar energy systems shall be completely enclosed with a minimum of six feet high chain link or security fencing as measured from the natural grade of the fencing perimeter.

d. Solar farms shall be constructed with evergreen vegetative screening where existing buffers do not obscure solar energy system perimeters from dwelling units on adjacent parcels. At maturity, required vegetative screening shall not be less than 15 feet tall, regardless of line-of-sight.

e. Permits for solar farms will include a contingent Decommissioning Plan, as specified in Section 53-7 of this Ordinance.

(7) All electrical equipment associated with, and necessary for the operation of solar energy systems shall comply with the following:

Electrical equipment shall comply with the setbacks specified for accessory structures in the underlying zoning district.
(8) Solar panels are designed to absorb (not reflect) sunlight; and, as such, solar panels are generally less reflective than other varnished or glass exterior housing pieces. However, solar panel placement should be prioritized to minimize or negate any solar glare onto nearby properties or roadways, without unduly impacting the functionality or efficiency of the solar system.

(9) A solar energy system shall not be used to display permanent or temporary advertising, including signage, streamers, pennants, spinners, reflectors, banners or similar materials. The manufacturers and equipment information, warning, or indication of ownership shall be allowed on any equipment of the solar energy system provided they comply with the prevailing sign regulations.

(10) A solar energy system shall not be constructed until a building/zoning permit has been approved and issued.

Sec. 53-6 Safety and Inspections

(1) The design of the solar energy system shall conform to applicable local, state and national solar codes and standards. A building permit, reviewed by department staff, shall be obtained for a solar energy system. All design and installation work shall comply with all applicable provisions in the National Electric Code (NEC), the International Residential Code (IRC), International Commercial Building Code, State Fire Code, and any additional requirements set forth by the local utility (for any grid-connected solar systems).

(2) Emergency Access – Roof-mounted solar energy systems shall be located in such a manner as to ensure emergency access to the roof, provide pathways to specific areas of the roof, provide for smoke ventilation opportunities, and provide emergency egress from the roof.

a. For buildings with pitched roofs, solar collectors shall be located in a manner that provides a minimum of one three-foot wide clear access pathway from the eave to the ridge on each roof slope where solar energy systems are located, as well as one three-foot smoke ventilation buffer along the ridge.

b. Residential rooftops that are flat shall have a minimum three-foot wide clear perimeter, and commercial buildings that are flat shall have a minimum four-foot wide clear perimeter between a solar energy system and the roofline, as well as a three-foot wide clear perimeter around roof-mounted equipment such as HVAC units.

c. To the extent practicable, the access pathway shall be located at a structurally strong location on the building (such as a load-bearing wall).

(3) The solar energy system shall comply with all applicable City of Eatonton Ordinances
and Codes so as to ensure the structural integrity of such solar energy system. The existing roof structure and the weight of the solar energy system shall be taken into consideration when applying for a solar energy system permit.

(4) Prior to operation, electrical connections must be inspected by an appropriate electrical inspection person or agency, as determined by the City of Eatonton.

(5) Any connection to the public utility grid must be approved by the appropriate public utility.

(6) If solar storage batteries are included as part of the solar collector system, they must installed according to all requirements set forth in the National Electric Code and State Fire Code when in operation. When no longer in operation, the batteries shall be disposed of in accordance with the laws and regulations of the City of Eatonton and any other applicable laws and regulations relating to hazardous waste disposal.

(7) Unless otherwise specified through a contract or agreement, the property owner of record will be presumed to be the responsible party for owning and maintaining the solar energy system.

**Sec. 53-7 Abandonment and removal**

(1) If a ground-mounted solar energy system is removed, any earth disturbance as a result of the removal shall be landscaped in accordance with Eatonton Code.

(2) A ground or pole-mounted solar energy system is considered to be abandoned or defective if it has not been in operation for a period of 12 months. If abandoned, the solar energy system shall be repaired by the responsible party, as per Sec. 53-6 (7), meet federal, state, and local safety standards, or be removed by the owner within the time period designated by an Eatonton Building Code Official. If the owner fails to remove or repair the defective or abandoned solar energy system, the City of Eatonton may utilize the parameters of Eatonton Code, Chapter 14, Article III – Nuisance Abatement, including but not limited to a court summons, mandated repair, or demolition and removal of the violating property.

(3) Utility-grade or solar farm solar energy systems shall be subject to the creation of a Decommissioning Plan at time of permit approval. This plan shall include, at a minimum:

a. Defined conditions upon which decommissioning will be initiated (i.e. end of lease, safety hazard, etc.);

b. Removal of all non-utility owned equipment conduits, structures, fencing, roads and foundations; restoration of property to condition prior to solar farm development;
c. The timeframe for completion of removal and decommissioning activities; and

d. Signed statement from the party responsible for completing the Decommissioning Plan acknowledging such responsibility.

Upon failure to accomplish the Decommissioning Plan, the Building Inspector may take action as authorized in the City Code, Chapter 14, Article III – Nuisance Abatement

Sec. 53-8 Appeals

(1) If the owner of a solar energy system is found to be in violation of the provisions of this Ordinance, appeals should be made in accordance with the established procedures of the Eatonton Code.

(2) If a building permit for a solar energy system is denied because of a conflict with other goals of the City of Eatonton, the applicant may seek relief from the Planning and Zoning Commission, which shall regard solar energy as a factor to be considered, weighed, and balanced along with other factors.

Sec. 53-9 Solar-Ready Zoning (Optional)

(1) New structures will, to the extent possible and insofar as practical, be situated on the lot to take advantage of solar access, including the orientation of proposed buildings with respect to sun angles, the shading and windscreen potential of existing and proposed vegetation on and off the site, and the impact of solar access to adjacent uses and properties.

(2) To permit maximum solar access to proposed lots and future buildings, wherever reasonably feasible and where consistent with other appropriate design considerations, new streets shall be located on an east-west axis to encourage building siting with the maximum exposure of roof and wall area to the sun.

(3) Eatonton tree-planting programs shall take into account the impact of street trees on the solar access of surrounding properties and, where possible, efforts shall be made to avoid shading possible locations of solar collectors.

(4) When the Planning and Zoning Commission reviews and acts upon applications for subdivision approval or site plan approval, it shall take into consideration whether the proposed construction would block access to sunlight between the peak daylight hours of 9:00 am and 3:00 pm Eastern Standard Time for existing ground-mount, pole-mount, or roof-mount solar energy collectors, or for solar energy collectors for which a permit has been issued.
(5) Where reasonable and appropriate, new subdivisions should be platted so as to preserve or enhance solar access for either passive or active systems, consistent with the other requirements of the Eatonton Code.

(6) The plan for development of any site within cluster subdivisions shall be designed and arranged in such a way as to promote solar access for all dwelling units. Considerations may include the following:

   a. In order to maximize solar access, the higher-density dwelling units should be placed on a south-facing slope and lower-density dwelling units sited on a north-facing slope.

   b. Subject to the Eatonton setback requirements, structures should be sited as close to the north lot line as possible to increase yard space to the south for reduced shading of the south face of a structure.

   c. A tall structure should be sited to the north of a short structure.

(7) Solar-Ready zoning should be considered as one among multiple considerations in planning new developments.

Sec. 53-10 Restrictions on Solar Prohibitions

In accordance with Eatonton Code Sec. 75 (Zoning), the City of Eatonton and the Planning and Zoning Commission maintains and reserves the right to refuse any plat or subdivision plan if deed restrictions, covenants or other agreements running with the land prohibit or have the effect of prohibiting reasonably sited and designed solar collectors or other renewable resource devices.

Sec. 53-11 Adoption

This Ordinance shall take effect [XX days] after the date of its enactment. Duly Ordained and Enacted the _______ day of ___________, 20__, by the Council of the City of Eatonton in the County of Putnam, in the State of Georgia, in lawful session duly assembled.
RESOLUTION

A RESOLUTION by the Mayor and Council Members of the City of Eatonton, Georgia, to authorize submission of a FY 2016 Community Development Block Grant (CDBG) application to the Georgia Department of Community Affairs (DCA) for funding under Title I of the Housing and Community Development Act of 1974, as amended.

WHEREAS, the Mayor and Council Members of the City of Eatonton, Georgia, find that the program is necessary and desirable in order to improve the living conditions of low and moderate income persons living in the City of Eatonton, Georgia; and

WHEREAS, the Mayor and Council Members of the City of Eatonton, Georgia, desire that a FY 2016 CDBG application be submitted to the Georgia DCA for funding under Title I of the Housing and Community Development Act of 1974, as amended.

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

THE MAYOR OF THE CITY OF EATONTON, OR HIS SUCCESSOR, IS HEREBY AUTHORIZED TO SUBMIT TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AN FY 2016 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION AND SUCH SUPPORTING AND COLLATERAL MATERIAL AS SHALL BE NECESSARY.

READ, APPROVED AND ADOPTED by the Mayor and Council Members of the City of Eatonton, Georgia on a motion made by ____________________, seconded by ____________________, and adopted on this 5th day of January, 2016.

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

ATTEST:

Clerk, City of Eatonton, Georgia

City Seal:
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to amend the natural gas consulting engineering services budget with AMEC Foster Wheeler and for other purposes.

WHEREAS, the City of Eatonton owns and operates a natural gas distribution system that begins in Jones County and continues through the City of Eatonton to the Greene County line; and

WHEREAS, the City of Eatonton wishes to receive knowledgeable and timely consulting services when needed and has entered into an agreement with AMEC Foster Wheeler to provide such services; and

WHEREAS, the City of Eatonton has engaged AMEC Foster Wheeler for extensive consulting services in 2015 and has ongoing projects that require additional consulting services; and

WHEREAS, it is anticipated that such consulting services will exceed AMEC Foster Wheeler's authorized "Additional Services" budget and the City of Eatonton wishes to amend such budget to allow necessary projects to be completed.

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

THE MAYOR OF THE CITY OF EATONTON IS AUTHORIZED TO SIGN A CONTRACT EXTENSION WITH AMEC FOSTER WHEELER TO INCREASE THE BUDGET FOR NATURAL GAS CONSULTING SERVICES ("ADDITIONAL SERVICES") AND/OR OTHER SUPPORTING AND RELATED DOCUMENTS AS NECESSARY TO ACCOMPLISH THE GOAL OF THIS RESOLUTION.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 5th day of January, 2016.

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

ATTEST:

Clerk, City of Eatonton, Georgia
December 7, 2015

Mr. Gary Sanders
City Administrator
City of Eatonton
P.O. Box 3820
Eatonton, GA 31024

Subject: Budget Increase for Natural Gas Consulting Services
Eatonton, Georgia
Project No. 6151-14-0067

Dear Mr. Sanders,

As noted in our agreement with the City for Natural Gas Consulting Services, dated February 17, 2014, the term of the agreement is renewed annually on the anniversary date and continues for one year under the same Terms and Conditions. Per the agreement, the budget for miscellaneous additional services is $10,000. This budget was increased to $20,000 when the agreement was renewed on February 17, 2015.

Due to the extensive amount of consulting services provided during the last two months in connection with the GDOT Permit for Ingle’s in Gray and GDOT’s SR 44 Widening project and services anticipated to be provided between now and the agreement renewal date of February 17, 2016, the budget for miscellaneous additional services needs to be increased from $20,000 to $30,000. If you are in agreement, please complete the authorization section below. We appreciate the opportunity to have served you with these services in the past year, and hope to continue through 2015.

Sincerely,

Amec Foster Wheeler Environment and Infrastructure, Inc.

Matt Tiller
Matt Tiller, P.E.
Project Manager

copy: Amec Foster Wheeler File

Bruce M. Bagnasco, P.E.
Natural Gas Director

**AUTHORIZATION:**

Printed Name: __________________________________________

Title: __________________________________________________

Signature: ____________________________________________
January 31, 2014

Mr. Dan Elmore
City Administrator
City of Eatonton
P. O. Box 3820
Eatonton, GA 31024

Subject: Proposal for Natural Gas Consulting Services
         Eatonton, Georgia
         AMEC Proposal No. 14PROP0010

Dear Mr. Elmore:

AMEC Environment and Infrastructure, Inc. (AMEC) is pleased to submit this proposal to provide Natural Gas System Consulting and Operational Assistance Services. The following sections present a summary of our understanding of the scope of services, period of services, fees and authorization requirements.

GENERAL INFORMATION

The City of Eatonton, Georgia (CITY) owns and operates a natural gas distribution system serving approximately 1,800 active residential, commercial and industrial customers primarily located throughout the City of Eatonton and in surrounding, unincorporated portions of Putnam County. The system also serves customers along the CITY’s supply line the runs through Jones County and the City of Gray.

The original gas system, which was constructed in the late 1950’s, has been expanded over the years and now has over 130 miles of gas mains. Over the years, natural gas system operational assistance and management services have been provided to the CITY by a number of companies.

Currently, the CITY desires to obtain the services of an engineering firm in an advisory capacity to provide engineering services and consultation with regard to the operation, extension, and management of the natural gas system. AMEC recently hired Bruce M. Bagnasco, PE, who has been the CITY’s natural gas engineer since 2005 and has assisted the CITY with several capital improvement projects. Mr. Bagnasco is thoroughly familiar with the natural gas distribution system and has fostered a good working relationship with CITY staff. The scope of work is based upon Mr. Bagnasco’s experience with managing a similar scope of work for the CITY since 2005 and discussions with the CITY’s staff.

AMEC Environment & Infrastructure, Inc.
396 Plasters Ave., Atlanta, Georgia 30324
Tel (404) 873 4731
Fax (404) 817 0175
www.amec.com
SCOPE OF SERVICES

Task No. 1: BASIC SERVICES

AMEC will maintain a staff of engineers, technicians and administrative personnel, experienced in the design and operation of natural gas distribution systems.

AMEC will maintain membership in the American Public Gas Association; will maintain subscriptions to major trade periodicals; and will review publications to remain advised on general developments in the natural gas industry.

AMEC will maintain cognizance of changes in Parts 191 and 192 of CFR 49, the Federal Pipeline Safety Regulations, and will inform the CITY as to any new requirements caused by such changes.

AMEC will become familiar with the CITY’s natural gas distribution system and provide professional services, advice, and consultation to the CITY with regard to the expansion, operation and maintenance of the natural gas distribution system. Such advice and consultation shall be based on information provided by the CITY to AMEC in the form of reports, maps, correspondence, and verbal descriptions. AMEC’s efforts under this section will require three (3) professional man-hours or less per month.

As a part of the basic services, AMEC will retain not less than five years of written information provided by the CITY in AMEC’s office and use such information to assist the CITY in the following areas:

A. AMEC will maintain a record of monthly gas purchases and gas sales, as experienced by the CITY and reported to AMEC on standard forms provided by AMEC. Based on these records, AMEC will use the information provided by the CITY to produce monthly statistical summary reports on gas costs, gas sales by customer categories, average use, and “lost & unaccounted for gas”.

B. AMEC will be available to the CITY for consultation and general advice on an as needed and requested basis (Miscellaneous Additional Services).

C. AMEC will assist the CITY in completing the following annual reports:
   • U.S. Dept. of Transportation Annual Report, Form No. PHMSA F 7100.1-1.
   • Georgia Department of Revenue, Ad Valorem tax return
Task No. 2: MISCELLANEOUS ADDITIONAL SERVICES

For projects and consulting assignments which are beyond the scope of the Basic Services as described in Task No. 1, AMEC will, upon the specific request of the CITY, provide consulting services on a time & material basis as a Miscellaneous Additional Service.

For major projects and consulting assignments where the estimated construction cost exceeds $200,000 and the scope of work to be performed can be well defined, it is anticipated that project specific agreements will be negotiated between the CITY and AMEC.

PERIOD OF SERVICES AND SCHEDULE

The scope of services shall remain in effect for a period of one (1) year from the date of the Services Agreement. After the initial one year period, the Services Agreement will automatically be renewed on each anniversary date for a period of one (1) year unless either party provides written notice of termination not less than seven (7) days prior to the annual renewal date.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

AMEC can commence the services outlined herein within one week of receipt of written authorization to proceed (as described below).

ESTIMATE OF FEES

AMEC proposes to perform the services outlined herein as follows:

Task No. 1 Basic Services.

For Basic Services rendered under Task No. 1, the CITY will pay AMEC a monthly lump sum fee of $255 for the first full year of service (Annual Fee: $3,060). For subsequent years, the monthly fee shall be adjusted in direct proportion to changes in the National Consumer Price Index, so as to reflect the effects of inflation. The U.S. City Average consumer price index for December 2013 is 233.049.
Task No. 2 Miscellaneous Additional Services.

For Assignments rendered under Task No. 2, the CITY will pay AMEC on a time and material basis for services rendered, plus the actual costs of all reimbursable expenses incurred in connection with such services.

AMEC will provide miscellaneous additional services on a time and materials basis in accordance with the attached fee schedule, as needed when requested by the CITY. The extent of effort on our part cannot be predicted at this time. We request that a budget of $10,000 be established for miscellaneous additional services, inclusive of labor and expenses. AMEC will not exceed this budget without prior authorization.

Vehicle expense is computed by multiplying actual miles traveled times the prevailing government mileage rate. The services of specialty subcontractors required in connection with the AMEC's services will be billed to the CITY at actual cost plus ten (10%) percent.

AUTHORIZATION

AMEC will provide the services described herein in accordance with the attached standard terms and conditions. To authorize us to proceed, please provide an executed copy of the attached Time-and-Materials Services Agreement, which incorporates this proposal by reference.

AMEC appreciates the opportunity to be of service to the City of Eatonton. If you have any questions or require any additional information, please contact us at 404-817-0321.

Sincerely,
AMEC Environment & Infrastructure, Inc.

Thomas Bucci
Vice President

Bruce Bagnasco, P.E.
Director of Natural Gas Engineering

Attachments: AMEC Environment & Infrastructure, Inc. 2014 Fee Schedule
AMEC Environment & Infrastructure, Inc. Standard Time-and-Materials Services Agreement
2014 FEE SCHEDULE
AMEC Environment & Infrastructure, Inc.
Atlanta Engineering and Design Center

This Fee Schedule will apply during performance of engineering, architecture, planning and consulting services for 14PROP0010 through 2014.

PERSONNEL LABOR CHARGES

Professional Personnel

Charges will be made at the following rates for engineers, architects, etc. for time spent in planning, plan review, engineering, design, consultation, meetings, field inspection and evaluation, direct project administration, travel time, report preparation and review, etc.

<table>
<thead>
<tr>
<th>General Description</th>
<th>$ Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Engineer/Architect/Planner/Landscape Architect</td>
<td>85.00</td>
</tr>
<tr>
<td>Project Planner/Landscape Architect</td>
<td>90.00</td>
</tr>
<tr>
<td>Project Engineer/Architect</td>
<td>105.00</td>
</tr>
<tr>
<td>Senior Planner/Landscape Architect</td>
<td>110.00</td>
</tr>
<tr>
<td>Senior Engineer/Architect/Land Surveyor</td>
<td>135.00</td>
</tr>
<tr>
<td>Project Manager-Natural Gas Senior Engineer</td>
<td>155.00</td>
</tr>
<tr>
<td>Principal Planner/Landscape Architect</td>
<td>165.00</td>
</tr>
<tr>
<td>Principal Engineer/Architect</td>
<td>180.00</td>
</tr>
</tbody>
</table>

Support Personnel

Charges will be made at the following rates for basic support services for time spent in portal-to-portal travel, conducting field surveys, testing and inspections, CAD, project administration, word processor services, and other direct expenses.

<table>
<thead>
<tr>
<th></th>
<th>$ Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technician, Const. Materials Testing</td>
<td>48.00</td>
</tr>
<tr>
<td>Principal Technician, Const. Materials Testing</td>
<td>85.00</td>
</tr>
<tr>
<td>Administrator/Word Processor</td>
<td>62.00</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>90.00</td>
</tr>
<tr>
<td>Two-Person Survey Crew, with equipment</td>
<td>140.00</td>
</tr>
<tr>
<td>Two-Person Survey Crew, with equipment</td>
<td>190.00</td>
</tr>
</tbody>
</table>

2014.9
**Direct Expenses**

Direct non-salary expenses incurred and identified to the project and not applicable to general overhead will be invoiced at our cost times 1.1. Examples of direct expenses are project related travel, copy/publication services performed outside AMEC facilities, and rented equipment.

Travel using personal vehicles will be charged at the government mileage reimbursement rate multiplied by 1.0.

**Subcontractors**

Subcontracted services outside the AMEC companies will be invoiced to the project at our cost multiplied by 1.1. Subcontract services internal to the AMEC companies will be invoiced at our cost with no markup.
SERVICES AGREEMENT
Time-and-Materials

THIS AGREEMENT (hereinafter referred to as the "Agreement"), effective this 17th day of Feb. 2014, is made by and between AMEC Environment & Infrastructure, Inc. (AMEC), a Nevada corporation, with an address at 396 Fasters Avenue, Atlanta, GA 30324 (hereinafter referred to as "AMEC") and the City of Eatonton, Georgia, a municipal corporation, with an address at 201 N. Jefferson Avenue, Eatonton, GA 31024 (hereinafter referred to as "CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SERVICES: AMEC will perform for CLIENT services (hereinafter referred to as "Services") as described in Exhibit 1, Proposal No. 14PR00010 dated January 31, 2014, which is attached to and made a part of this Agreement. CLIENT acknowledges that the Services do not include the review of public disclosure documents or preparing consents for regulatory filing purposes. If CLIENT requests such consents from AMEC, CLIENT acknowledges that it will be at CLIENT's cost, and CLIENT shall allow sufficient time for AMEC to perform the necessary review required for completing the consents.

2. COMPENSATION: AMEC will be compensated for its Services on a time-and-materials basis. AMEC shall be reimbursed for all hours worked and other costs incurred at the rates and terms set forth in Exhibit 1, Proposal. Should the total cost of AMEC's performance be greater than the estimated amount shown in Exhibit 1, AMEC will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed. In addition to the amount shown in Exhibit 1, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorney's fees, court costs, and other related expenses incurred by AMEC in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to AMEC at:

Remittance Address:
AMEC Environment & Infrastructure, Inc.
24376 Network Place
Chicago, IL 60673-1376

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by AMEC.

Upon CLIENT's failure to make payment in accordance with the terms hereof, AMEC may suspend performance of Services under this Agreement until AMEC has been paid in full for all balances past due including applicable service charges.

3. STANDARD OF CARE: AMEC will strive to perform Services in a manner consistent with that level of care and skill ordinarily exercised by other members of AMEC's profession currently practicing in the same locality under similar conditions.

NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.

4. INDEPENDENT CONTRACTOR: AMEC shall be fully independent and shall not act as an agent or employee of CLIENT. AMEC shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

5. INSURANCE: AMEC currently carries Worker's Compensation Insurance as required by applicable law and Commercial General Liability and Automobile Liability Insurance for bodily injury and property damages.

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Further, if AMEC believes any subsurface or physical condition at or contiguous to the site is of an unusual nature and differs materially from conditions generally encountered or generally recognized as inherent in the character of Services provided in this Agreement, a change exists. If any such change causes an increase or decrease in AMEC's cost of, or the time required for, the performance of any part of the Services, a mutually acceptable equitable adjustment shall be made to the price and performance schedule of this Agreement.

7. FORCE MAJEURE: Should performance of Services by AMEC be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by AMEC; fires; floods; labor disturbances; and unusually severe weather. AMEC will be granted a time extension and the parties will negotiate an equitable adjustment to the price of this Agreement, where appropriate, based upon the effect of the Force Majeure on performance by AMEC.

US-3 T&M Rev. 04-13
Time & Materials Agreement

Page 1 of 3
8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to AMEC by the CLIENT, shall at CLIENT’s written request, be returned upon completion of the Services hereunder; provided, however, that AMEC may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by AMEC under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with AMEC. CLIENT’s right of use of instruments of service, if any, is limited to that use specified in Exhibit 1. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

9. CLIENT’S RESPONSIBILITIES: CLIENT agrees to: (i) provide AMEC all available material, data, and information pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site’s past and present compliance status, and the status of any filled or pending judicial or administrative action concerning the site; (ii) convey and discuss such materials, data, and information with AMEC; and (iii) ensure cooperation of CLIENT’s employees.

CLIENT shall indemnify, defend, and save AMEC harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT’s breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that AMEC is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless AMEC from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors’ performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by AMEC for the successful and timely completion of the Services: (i) provide unimpeded and timely access to any site, including third party sites if required; (ii) provide an adequate area for AMEC’s site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide all locations for digging and drilling operations; and (v) provide all permits and licenses which are necessary and required to be taken out in CLIENT’s name for the Services.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has title, free of any claim or encumbrance by others, to the materials and sites with respect to which CLIENT may request Services. Title and risk of loss with respect to all materials shall remain with CLIENT, who shall be considered the generator of such materials, and CLIENT shall execute all manifests as the generator of such materials. CLIENT, as generator, shall be liable for the arrangement, transportation, treatment, and/or disposal of all material at any site at which Services are requested.

12. LIMITATION OF LIABILITY: As part of the consideration AMEC requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against AMEC by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against AMEC or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT’s sole and exclusive remedy for any alleged breach of AMEC’s standard of care hereunder shall be to require AMEC to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of AMEC, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to AMEC for the Services or $50,000, whichever is less. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

AMEC and CLIENT shall not be responsible to each other for any special, incidental, indirect, or consequential damages (including lost profits) incurred by either AMEC or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

13. ASSIGNMENT AND SUBCONTRACTING: This Agreement does not create any right or benefit in anyone other than CLIENT and AMEC and shall not be assigned by either party without the prior written approval of the other party. AMEC may, however, subcontract portions of the Services to a qualified subcontractor without prior approval of CLIENT.

14. PROBABLE COST: AMEC does not guarantee the accuracy of probable costs for engineering services. Such probable costs represent only AMEC judgment as a professional and, if furnished, only for CLIENT’s general guidance.

15. TERMINATION: AMEC may terminate this Agreement if CLIENT becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors. Either party may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to the other party. CLIENT shall compensate AMEC for all Services performed hereunder through the date of termination and all reasonable costs and expenses incurred by AMEC in effecting the termination, including non-cancelable commitments and demobilization costs.

16. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, AMEC and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of AMEC and CLIENT. If such negotiations are unsuccessful, AMEC and
CLIENT agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, AMEC and CLIENT agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the AMEC office entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement.

The non-prevailing party in any litigation shall reimburse the prevailing party for the prevailing party’s documented legal costs (including reasonable attorneys’ fees), in addition to whatever other judgment or settlement sums may be due.

17. WAIVER OF TERMS AND CONDITIONS: The failure of either AMEC or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by AMEC or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as a waiver of any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

18. SEVERABILITY: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

19. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the state of the AMEC office entering into this Agreement.

20. NONDISCRIMINATION AND AFFIRMATIVE ACTION: AMEC agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, AMEC agrees that its facilities are not segregated.

21. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to or which in fact causes any damage to or brings discredit upon the other Party or, in particular, the Parties will not:
(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.
(b) Induce or attempt to induce any officer, servant or agent of any private or public body to depart from his duties to his employer nor be involved with any such arrangement.

22. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of AMEC and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by AMEC and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that it's use of such purchase order or other form is solely for administrative purchases and in no event shall AMEC be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g., on invoices) or signature upon (e.g., acknowledgement) such purchase order or other form by AMEC. Client shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure AMEC services, but CLIENT’s failure to do so shall not operate to modify this Agreement.

In witness whereof, CLIENT and AMEC have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT
By: [Signature]
Name: [Name]
Title: [Title]

AMEC Environment & Infrastructure, Inc.
By: [Signature]
Name: [Name]
Title: [Title]

March 19, 2015

Mr. Gary Sanders  
City Administrator  
City of Eatonton  
P.O. Box 3820  
Eatonton, GA 31024

Subject: Contract Extension Acknowledgement for Natural Gas Consulting Services  
Eatonton, Georgia  
Project No. 6151-14-0067

Dear Mr. Sanders,

As noted in our agreement with the City for Natural Gas Consulting Services, dated February 17, 2014, the term of the agreement is renewed annually on the anniversary date and continues for one year under the same Terms and Conditions. Therefore, the budgets are renewed to extend our services until February 17, 2016 as follows:

- $3,060 – Task 1 Basic Services (Gas System Reports, etc.) billed at $255 per month
- $10,000 – Task 2 Miscellaneous Additional Services, billed on a Time and Materials basis

To indicate your acknowledgement of this, please complete the Authorization section below and return a copy to us.

We appreciate the opportunity to continue to serve the City of Eatonton with these services. If you have any questions or require additional information, please call.

Sincerely,

Amec Foster Wheeler Environment and Infrastructure, Inc.

Matt Tiller  
Matt Tiller, P.E.  
Project Manager

Bruce Bagnasco, P.E.  
Director of Natural Gas Engineering Services

copy: Amec Foster Wheeler File

AUTHORIZATION:

Printed Name: John Reid

Title: Mayor

Signature: John Reid  Date: 3/22/14