City of Eatonton Council Meeting  
Agenda  
June 7, 2016  
Putnam County Commissioners’ Meeting Room, #203  
117 Putnam Drive  
Eatonton, Georgia 31024  
(706) 485-3311

1. 7:00 PM Call to Order

2. Invocation: Councilwoman Teresa Doster

3. Approval of Minutes: Attachment #1

4. Public Comments:
   Reading of Rules for Public Comments

5. Old Business:
   A.

6. New Business:
   A. FY2016 CDBG Project
      ➢ Discussion of the Following Potential Conflict of Interest related to the County and City’s joint FY2016 EIP Application for Sewer Improvements to Benefit Legacy Housing LTD

         • Mr. Chip Walker, Mayor Pro Tem of the City of Eatonton, is a Sales Associate of Legacy Housing, LTD. Legacy Housing is the Business to be Assisted by EIP Grant Funds.

      ➢ FY2016 EIP Resolution and Section 3 Compliance Plan  
         Attachment # 6A

   B. Proposed Resolution to Adopt a Policy for the Use of City Purchasing and/or Credit Cards by Elected Officials Attachment # 6B
C. Proposed Resolution to Ratify the Actions of the City Clerk and City Administrator in Signing a Pledge Agreement Attachment # 6C

D. Discussion and Possible Action on Proposed Changes to Section 75-342 (Uses Allowed in DB Zoning District) of Chapter 75 of the Code of Ordinances Attachment # 6D

E. Proposed Resolution to Authorize the Mayor to Sign a Work Detail Agreement with the Georgia Department of Corrections for 2016-2017 Attachment # 6E

Zoning:

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

9. Motion to Adjourn:
City of Eatonton Council Meeting  
Monday, May 16, 2016 at 7:00 PM  
The Hut  
400-A West Marion Street  
Eatonton, Georgia 31024

Elected Officials Present:  
Mayor Walter C. Rocker, Jr.  
Mayor Pro-Tem Harvey (Chip) Walker, Jr.  
Councilman Alvin Butts  
Councilman James A. Gorley  
Councilman William Mangum, Jr.

Elected Officials Absent:  
Councilwoman Teresa Doster  
Councilman Charles R. Haley  
Councilwoman Alma Stokes

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

Mayor Walter C. Rocker called the Council meeting to order at 7:00 PM.

Councilman Alvin Butts gave the invocation.

Motion was made by Butts and seconded by Walker to approve the minutes of the last meeting with any necessary corrections. Motion carried by a unanimous vote of 4-0.

Public Comments: Janet Kelhoffer – After School Arts Program Summary

Reading of the Rules for Public Comments: Omitted

Ms. Janet Kelhoffer presented the following report on the After School Arts Program  
2015-16 School Year - Summary Report

Program Description
  * Free program funded by Plaza Arts and benefiting children in grades K – 8.
• Primary Students come the 1st or 2nd Tuesday of the month, Elementary and Middle School students come the 3rd Tuesday of the month.

• Meets during the months of September, October, November, January, February, March, and April.

• Program runs from 3:15 – 5:15 PM.

• Registered students are bused to Plaza Community Center by Putman County busses. They are picked up by family members to return home. Some private school and home schooled children attend After School Art and are brought by families.

• Upon arrival, they are fed a snack

• Students work on 3-4 projects per meeting, ranging from pottery, painting, holiday and other craft activities. They are often read a story during the session relating to the theme for the month or an art topic, e.g. Impressionism.

Putnam County Primary School Attendance – 407
Putnam County Elementary School Attendance – 125
Putnam County Middle School Attendance - 51
Total – 583 students served
Putnam County High School High School student volunteer hours – 48
Adult Volunteer hours – 270 (approximately)

Respectfully submitted,
Janet Kelhoffer, Director Plaza Arts

Old Business:
Second Reading and Possible Action on Proposed Article V (Naming or Renaming City-Owned Property or Facility) of Chapter 58 of the Code of Ordinances
Attachment #5-A

City Attorney Christopher Huskins read the second reading of the Proposed Article V (Naming or Renaming City-Owned Property or Facility) of Chapter 58 of the Code of Ordinances. Motion was made by Mangum and second by Walker to adopt Article V (Naming and Renaming City-Owned Property or Facility) of Chapter 58 sections 201 through 206. Motion carried by a unanimous vote of 4-0.

New Business:

Main Street Director Andrew Simpson presented the Main Street Report.

Organization
The Eatonton Main Street Board supported the idea of having a Pilot Club member on the Board.
The Board has set aside their June Meeting for Community Transformation Strategies and Finance.

Eatonton Main Street Director attended complete streets training in Winterville.

Promotion
Main Street Director met with the Pilot Club and both will work in partnership going forward.

Main Street Director met with Tom Rossiter from Kiwanis regarding Patriotism Day.

The Movie on The Court House Lawn is Finding Nemo, set for Friday June 3 at dark.

Leadership Putnam continues to seek funds regarding the painting of the downtown Water Tower.

Design
The Design Committee is in the process of revamping the facade grant application to be more concise.

Jones Master Cuts/SNJ Environmental Awnings are up. A Barbers Pole is to follow.

Maggie Lane has taken a Facade Grant Application.

Economic Vitality
The Eatonton Cotton Warehouse has a provisional opening date of June 18.

I have not received a response from Underground Treasures regarding an opening date.

The Reid Center has moved out of 108 N Jefferson Avenue and relocated to 202 N Jefferson Avenue.

Smith's Sweets is asking $1700 to rent the coffee/ice cream shop.

104 W. Marion St. will be undergoing renovation starting in June.

I have written to the LP Moore Gas (119 N. Jefferson Ave), old Communicomm Building (104 E. Marion St.), China Chef (104 N. Jefferson Avenue), and Probation Office (105 S. Jefferson Avenue) landlords about their future plans for the buildings they own. On June 1, I will send certified letters if no response.

Summary
Eatonton Main Street is continuing to seek partnerships with clubs and organizations in and outside Putnam County, to promote downtown events. The Facade Grant application has been revamped and the Design Committee is looking to see how to improve the facades and window displays of downtown buildings with their owners' permission. One suggestion is to seek sponsors for the planters around town.

The Event Stage is to have a ribbon cutting at 10 am on Monday May 16 all are invited

Council discussed the L. P. Moore and the Old Communicomm buildings and asked Simpson what are the future plans for these buildings. Simpson advised the building have black mold and are in a state of disrepair. Letters were mailed asking the owners to repair the buildings.
Councilman Gorley asked if City Marshal Veal communicated with the property owners to repair their buildings. Administrator Sanders advised City Marshal Veal has returned from a week trip and will begin focusing on the business district. Also, Sanders advised the Main Street Office moved into City Hall last week.

**Proposed Appointment to the Historic Preservation Commission Attachment 6-B**
Motion was made by Gorley and seconded by Mangum to approve the appointment of Ms. Nancy Marshall to the Historic Preservation Commission. Motion carried by unanimous vote of 4-0.

**Designation of Voting Delegate and Proxy for 2016 GMA Annual Membership Meeting Attachment #6-C**
Motion was made by Gorley and seconded by Walker to appoint Mayor Walter C. Rocker Jr. as the Voting Delegate for 2016 GMA Annual Membership Meeting. Motion carried by a unanimous vote of 4-0.

Motion was made by Gorley and seconded by Walker to appoint Mike Bodker, GMA President as Proxy for the 2016 GMA Annual Membership Meeting. Motion carried by a unanimous vote of 4-0.

**Election of GMA District 6 Officers Attachment 6-D**
Motion was made by Walker and seconded by Mangum to approve the slate of officers nominated to serve as GMA District 6 Officers for 2016-2017. Motion carried by a unanimous vote of 4-0.

_The following City officials have been nominated by the current district officers as GMA’s District 6 Officers for 2016-2017_

-President: Dr. Collinda Lee, Mayor Pro Tem, Milledgeville
-First Vice President: Cameron Andrews, Councilmember, Centerville
-Second Vice President: Barbara Williams, Mayor, Fort Valley
-Third Vice President: Ed Barbee, Mayor Pro Tem, Gray

**Request for Retail Package Sales of Beer and Wine License by Family General, Inc. d/b/a Piggly Wiggly #4198, 228 North Jefferson Avenue, Eatonton, GA Attachment # 6-E**
Motion was made by Walker and seconded by Butts to approve the Retail Package Sales of Beer and Wine License requested by Family General, Inc d/b/a Piggly Wiggly #498, 228 North Jefferson Avenue, Eatonton, GA. Motion carried by a unanimous vote of 4-0.

Zoning: None
Committee Reports:
Motion was made by Walker and seconded by Gorley to pay the bills if and when the funds become available. Motion carried by a unanimous vote of 4-0.

Councilman Walker advised he would schedule a Finance and Personnel Committee meeting for next week; members of the committee would be notified.

Councilman Gorley reminded all to vote in the election.

Police Chief William Lawrence introduced Officer Charles Stone. Stone has been designated to attend and be on duty during the Council meetings. Stones expressed words of appreciation to Mayor and Council for his job.

City Administrator Gary Sanders advised the Pilot Club would like to put ribbons on the lamp posts in the downtown area for the Dairy Festival. Does anyone have any objections? Council had no objections to the placement of the ribbons.

Administrator Sanders advised Waterworks Drive is currently closed due to a sinkhole that developed in the road above the metal culvert. We received a quote from Peachstate Construction for the necessary repair and passed that information along to each of you. Until the repair is made, the old Senior Citizens building will not be available to rent and the road will remain closed.

Sanders advised we are still working on details regarding the TE project landscape design issue.

Administrator Sanders advised the Tri-County solar energy project is quickly moving toward completion. They hope to receive some power out of the array by the first week in June, with power being supplied to customers by July. A commissioning event will be held in mid to late-June. Details about the event are forthcoming.

Sanders advised the Sumter Street Station apartments have a tentative project completion in the October/November timeframe. In the coming weeks, applications will be made available by the developer for interested individuals.

Administrator Sanders will be attending the Municipal Gas Authority’s Annual Meeting this Wednesday through Friday, May 18-20, 2016 at St. Simons.

Councilman Gorley asked if the City could have language included in the billboard agreement to allow the ability to replant a tree in the event a tree dies in the downtown area of the billboard. Sanders advised he would discuss modifying the agreement to include language on replanting of trees in the event of a tree dying.

City Attorney Huskins advised talking to County Manager Paul Van Haute in reference to working together as a team on a Blight Tax for the City and County. Huskins reported the discussion went well.
Mayor Rocker discussed the 5 lots donated to the City of Eatonton on Enterprise Hill. Talked to Maurice with Habitat who advised they require a warranty deed to accept the property. Attorney Huskins advised he could do a title search; looking back about 50 years.

Mayor Rocker asked if there was any more business to come before the Council. There being no further business; Motion was made by Walker and seconded by Gorley to adjourn. Motion carried by a unanimous vote of 4.0

Walter C. Rocker, Jr. Mayor

ATTEST:

Sarah E. Abrams, City Clerk
CITY OF EATONTON
FY2016 EIP APPLICATION
RESOLUTION

WHEREAS, the Georgia Department of Community Affairs has established the Community Development Block Grant Employment Incentive Program (EIP) grants to assist cities and counties with improvements to economic development, public facilities and housing in Georgia, and

WHEREAS, there exists in the City of Eatonton a need to improve employment opportunities and to promote the health, welfare, safety, and economic security of its citizens by providing them with diverse opportunities and by assisting new businesses to locate in the County.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council that the City of Eatonton supports the EIP Grant application for funds to assist Legacy Housing, LTD with necessary sewer improvements.

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to act as the official representative of the City to act in connection with the application and to be responsible for compliance with the applicable state and federal requirements of the program and to provide such additional information as may be required.

BE IT FURTHER RESOLVED that the City understands and agrees that the Eatonton-Putnam Water and Sewer Authority (EPWSA) commits to own, operate, and maintain all proposed sewer improvements;

BE IT FURTHER RESOLVED that the City hereby adopts the Citizen Participation Plan of the Georgia Department of Community Affairs to ensure public involvement in the CDBG process;

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3) and in accordance with the City’s Section 3 Compliance Plan will to the greatest extent feasible, comply with all Section 3 requirements;

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, and Section 105(b)(3) of the National Affordable Housing Act of 1990 (NAHA). The City hereby commits to Affirmatively Furthering Fair Housing to the greatest extent feasible.

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, Title II of the Americans with Disabilities Act of 1990 (ADA), and the Architectural Barriers Act of 1968. The City hereby commits to comply with all Section 504 requirements to the greatest extent feasible.

BE IT FURTHER RESOLVED that the proposed infrastructure improvements are in conformance with the City’s Comprehensive Plan and are not inconsistent with the City’s Service Delivery Strategy;

BE IT FURTHER RESOLVED that a true and dedicated commitment has been made to the project for its successful completion so said new business may provide new jobs for low to moderate income families.

BE IT RESOLVED this 7th day of June, 2016

__________________________________________
Mayor
CERTIFICATION

I do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the City on the date so stated in said Resolution. I further certify that I am the City Clerk and that said Resolution has full force and effect the 7th day of June, 2016.

ATTEST: ____________________________  (CITY SEAL)

______________________________
City Clerk
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to adopt a policy for the use of City issued purchasing and/or credit cards by elected officials and for other purposes.

WHEREAS, Georgia law prohibits cities from issuing purchasing cards and credit cards to elected officials unless the governing authority of the city has authorized such issuance and has promulgated policies regarding their use as provided by law; and

WHEREAS, such purchasing cards and credit cards shall only be issued to elected officials designated by the governing authority; and

WHEREAS, in order to comply with O.C.G.A. §36-80-24, the City of Eatonton desires to authorize certain elected officials to be issued a city purchasing and/or credit card and to adopt the attached policy on purchasing cards and credit cards.

NOW, THEREFORE, BET IT RESOLVED that the Council of the City of Eatonton, Georgia, by public vote, designates the following elected officials as being authorized to receive a City issued purchasing card or credit card:

(1) Mayor
(2) Members of City Council

BE IT FURTHER RESOLVED by the Council of the City of Eatonton, Georgia that the attached Purchasing Card and Credit Card Policy for Elected Officials is hereby adopted.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 7th day of June, 2016.

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

ATTEST:

Clerk, City of Eatonton, Georgia
City of Eatonton
Purchasing Card and Credit Card Policy
For Elected Officials

A. Overview

The Georgia General Assembly established guidelines and penalties into the Official Code of Georgia Annotated ("O.C.G.A.") which provides that no municipal corporation shall issue government purchasing cards or government credit cards to elected officials until the governing authority of the municipal corporation, by public vote, has authorized the issuance and has promulgated specific policies regarding the use of such government purchasing cards or government credit cards for elected officials of such municipal corporation.

B. Purpose

The purpose of this policy is to set requirements and standards for the City of Eatonton, Georgia’s Purchasing Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for elected officials using such purchasing cards. At no time should a city issued purchasing card or credit card be used for personal purchases regardless of the circumstances. Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to such official’s public duty may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a government purchasing card or government credit card must be in accordance with these guidelines and with state law.

C. Scope

This purchasing card policy, as required by state law under O.C.G.A. § 36-80-24(c), applies to the use of government purchasing cards or government credit cards used by elected officials authorized to be issued such government purchasing cards or government credit cards. The below list of officials have been authorized by the governing authority of the city to use such government purchasing cards or government credit cards and must abide by all of the applicable state laws and this purchasing card policy.

(1) Mayor
(2) Members of City Council

D. Public Inspection

In accordance with O.C.G.A. § 36-80-24(b) any documents related to purchases using government purchasing cards or government credit cards incurred by elected officials shall be available for public inspection.
E. **Transaction Limits**

Transaction limits are hereby established to ensure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the City Council. The established single transaction limit for each card must be less than $600.00. The established monthly card limit is based upon the city’s budgetary constraints and is not to exceed $1,200.00 per month.

Transactions for meals while on official city business shall not exceed $60.00 per day.

Any exceptions to the standardized limits must have express approval by the City Council and must be added to this policy by amendment or addendum.

F. **Purchasing Restrictions**

1. Elected Officials may **not** use a government purchasing card or government credit card for the following:
   a. Any purchases of items for personal use.
   b. Cash refunds or advances.
   c. Any transaction amount greater than the transaction limits set for by this policy.
   d. Items specifically restricted by this policy, unless a special exemption is granted by the City Council.
   e. Alcohol or liquor of any kind. Such purchases should not be made with the purchasing card and may not be reimbursed by the city.
   f. Purchases of fuel for personal vehicles. Travel by personal vehicle while on official city business will be reimbursed at the prevailing IRS standard mileage rate.
   g. Purchases or transactions made with the intent to circumvent the city purchasing policy, transactional limits, or state law.

2. Elected Officials may use government purchasing cards or government credit cards to purchase goods and/or services not prohibited by this policy or state law. Such purchases include, but are not limited to:
   a. Purchases of items for official city use which fall within the transactional restrictions of this policy.
b. Purchase of lodging, food, non-alcoholic beverages, or education and training materials while on city business.

c. Emergency purchases necessary to protect city property.

G. Program Administrator

The city designates the City Administrator as the program administrator of government purchasing cards or government credit cards. Such administrator shall:

1. Serve as a liaison between the city’s cardholders and the issuers of such cards.

2. Maintain the cardholder agreement for all cardholders.

3. Provide instruction, training, and assistance to cardholders.

4. Maintain account information and secure all cardholder information.

5. Keep cardholders up-to-date on new or changing information.

6. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately report it to appropriate parties, including the issuer.

7. Ensure all card accounts are being utilized properly as set forth by state law and this policy.

8. Define the city’s policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy.

9. Identify any changes to named persons authorized to use a government purchasing card or government credit card.

10. Any other duties assigned by the City Council.

H. Accounting and Auditing

The Administrator, in an effort to ensure compliance with city policy and state law, will conduct quarterly reviews and audits of all government purchasing card or government credit card transactions. The review is designed to ensure compliance, identify non-compliance issues and misuse, and through corrective measures assist the city with improving compliance. The quarterly review and audit should happen within 30 days of the start of a new quarter. After completing the quarterly audit the Administrator shall notify cardholders of any violations or questions the Administrator has that occurred within that previous quarter. Depending on the severity of the violation, the Administrator may suspend or revoke the use of the government purchasing card or
government credit card after notification to the cardholder and to the City Council, but only after consultation with the city attorney. Any unresolved violations should be reported to the City Council and the city attorney in writing within 10 business days.

I. Violations

The use of a government purchasing card or government credit card may be suspended or revoked when the Administrator, after consultation with the city attorney, determines that the cardholder has violated the approved policies or state law regarding the use of the government purchasing card or government credit card. The government purchasing card or government credit card shall be revoked whenever a cardholder is removed from office with the city and shall be suspended if such elected official has been suspended from office.

J. Agreement

Before being issued a government purchasing card or government credit card under this policy and state law, all authorized users of government purchasing cards or government credit cards shall sign and accept below indicating that such user will use such cards only in accordance with the policies of the city and with the requirements of state law.

Name Printed  
Signature

Date:
RESOLUTION

A RESOLUTION by the Board of Council of the City of Eatonton, Georgia to ratify the actions of the City Clerk and City Administrator in signing a pledge agreement and for other purposes.

WHEREAS, Farmers & Merchants Bank serves as the depository for the City of Eatonton’s funds; and

WHEREAS, all public accounts with more than $250,000 must have a pledge security; and

WHEREAS, Farmers & Merchants Bank has provided written notice to the City of Eatonton of the need for a new pledge agreement to accommodate their change in correspondent banks; and

WHEREAS, this matter was presented to the Personnel and Finance Committee at a public meeting on June 1, 2016; and

WHEREAS, the Committee determined that the timeline to execute such pledge agreement was such that immediate action was necessary.

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

The actions of the City Clerk and City Administrator in executing a pledge agreement with Farmers & Merchants Bank and CenterState Bank are hereby ratified. Additionally, the City Clerk and City Administrator are authorized to release certain pledged securities (upon the request of Farmers & Merchants Bank) in a manner consistent with such agreement.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 7th day of June, 2016.

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

ATTEST:

Clerk, City of Eatonton, Georgia
May 20, 2016

City of Eatonton
ATTN: Sarah Abrams
P.O. Box 3820
Eatonton, GA 31024

Dear Sarah Abrams:

Farmers & Merchants Bank is in the process of transferring portions of its bond portfolio from First National Bankers Bank to Center State Bank for safekeeping. In order to accomplish the transfer, First National Bankers Bank needs a release on certain bonds which are pledged on your behalf. At no time during the transfer will we have control of the bonds and immediately upon receipt of the bonds Center State will reinstate the pledge. We appreciate your help in facilitating this transfer and hope that you will call if you need further assurance as to the safety of your pledge position.

Very truly yours,

Candace Vining
CFO
PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT ("this Agreement") is entered into by City of Eatonton ("Depositor"), Farmers & Merchants Bank ("Bank") and CENTERSTATE BANK as collateral agent for Depositor ("CENTERSTATE").

Recitals

Depositor has deposited or will deposit with the Bank certain of Depositor’s funds ("Public Funds") and has required, as a condition to making such deposits, that the Bank secure the repayment of such deposits by the pledge of securities to Depositor under this Agreement (all securities pledged by the Bank or added thereto or substituted therefore under this Agreement being collectively called the "Securities"). The Bank wishes to pledge the Securities to Depositor by delivering the Securities to CENTERSTATE as collateral agent for Depositor under the terms set forth in this Agreement. CENTERSTATE has agreed to act as collateral agent for Depositor under this Agreement. Depositor wishes to join in the execution of this Agreement to approve and agree to be bound by the terms hereof.

Agreement

NOW, THEREFORE, to secure the repayment of all Public Funds from time to time deposited by Depositor with the Bank and to induce CENTERSTATE to act as collateral agent hereunder, the parties hereto agree as follows:

1. Delivery of Securities; Pledge Receipt. Upon receipt from the Bank of Securities to be held under this Agreement, CENTERSTATE will issue and deliver to the Bank a non-negotiable, non-transferable receipt for the Securities in the form attached as Exhibit A (the "Pledge Receipt"), in duplicate. All Pledged Receipts shall be non-negotiable and non-transferable, and no person other than the Depositor shall have any rights thereunder or be entitled in any way to rely thereon. All such Pledge Receipts shall be subject to the condition that the description of the Securities set forth therein may be changed, by maturity of, substitution for, addition to or release of Securities and that CENTERSTATE will furnish to Depositor upon request a current description of the Securities held by CENTERSTATE under this Agreement. If any securities are substituted for existing Securities under paragraph 5 below, CENTERSTATE may, in its sole discretion, but shall not be required to, require, as a condition to allowing such substitution, that the then outstanding Pledge Receipt(s) and any duplicate(s) thereof, be surrendered to CENTERSTATE in exchange for the issuance of a revised Pledge Receipt evidencing the substitution.

2. Grant of Security Interest; Remedies. The Bank hereby grants to Depositor a first priority security interest in the Securities and all proceeds thereof, to the extent not paid to the Bank pursuant to paragraph 5 hereof (the Securities and all such proceeds thereof being referred to as the "Collateral"), to secure the Bank’s obligation to repay to Depositor or as directed by Depositor all Public Funds of Depositor on deposit with the Bank secured by this Agreement, subject to the provisions of paragraph 3. CENTERSTATE shall not be required to take notice of any Event of Default by the Bank except upon receipt of written notice from an officer of Depositor. Upon an Event of Default, Depositor shall have with respect to the Collateral all rights and remedies of a secured party under the Alabama Uniform Commercial Code and any other applicable law and may exercise such rights and remedies, at Depositor’s option, directly or through CENTERSTATE, as collateral agent for Depositor under this Agreement. To the extent permitted by applicable law, the Bank waives all claims, damages and demands against Depositor or CENTERSTATE arising out of the repossession, retention or sale of the Securities or any proceeds thereof. The occurrence of any of the following events shall constitute an Event of Default under this Agreement: (a) the Bank shall fail or refuse, for whatever reason, to repay to Depositor or as directed by Depositor’s order all or any part of the Public Funds at any time on deposit with the Bank, promptly upon instruction or demand by Depositor; or (b) the Bank shall fail to observe or perform any covenant, condition or term of any agreement between the Bank and Depositor, including but not limited to this Agreement, or (c) a custodian, receiver, trustee or liquidator is appointed, with or without the Bank’s consent, concerning any of the Bank’s properties or assets, or (d)
any proceeding is initiated by or against the Bank seeking an adjudication of bankruptcy, reorganization, receivership or custodianship of the Bank or any of its properties or assets, CENTERSTATE, immediately upon receipt of written notice of an Event of Default from Depositor, and in addition to all other remedies available, is hereby authorized and empowered to deliver all or any part of the Collateral to Depositor or to the order of Depositor in accordance with Depositor’s written instructions.

3. **Security Limited to Amount in Excess of FDIC Insurance Coverage.** The security interest in the Collateral granted by the Bank to Depositor under this Agreement shall secure only that portion of the Public Funds deposited with the Bank that exceeds the insurance coverage provided to the Bank or Depositor or both by the Federal Deposit Insurance Corporation with respect to such Public Funds.

4. **Addition to, Substitution for and Release of Securities.** The Bank may at any time and from time to time add to the Securities then held by CENTERSTATE under this Agreement additional securities by delivering such additional securities to CENTERSTATE with instructions that the same be held as Securities under this Agreement. The Bank may, at any time and from time to time, substitute for any of the Securities then held by CENTERSTATE under this Agreement other securities, without any requirement for approval therefore by Depositor, so long as the face amount of the Securities then held by CENTERSTATE under this Agreement (without regard to any accrued interest thereon or the market value thereof) would not be reduced by such substitution. However, if a proposed substitution would reduce the face amount of the Securities or if CENTERSTATE is in doubt as to whether or not the face amount of the Securities then on deposit would be reduced by such substitution, CENTERSTATE shall not be required to accept the substituted securities or to release any of the Securities then on deposit by reason of such substitution unless and until expressly directed to do so by Depositor in writing. Except for the release of Securities in connection with substitution of other securities therefore in compliance with this paragraph, CENTERSTATE shall not be required to release any of the Securities except as Depositor may direct in writing.

5. **Payment of Interest Income to Bank if No Event of Default Has Occurred.** So long as any Securities are held by CENTERSTATE under this Agreement and CENTERSTATE has not received written notice from Depositor that an Event of Default has occurred and is continuing, CENTERSTATE shall collect and pay over to the Bank, as when received by CENTERSTATE, all interest income realized upon the Securities, free of this Agreement. Upon and after receipt by CENTERSTATE from Depositor of written notice of occurrence of an Event of Default, CENTERSTATE shall hold all interest income realized upon the Securities and pay over such interest income to Depositor as and when received by CENTERSTATE, in accordance with Depositor’s written instructions. All principal proceeds received by CENTERSTATE with respect to the Securities, including, but not limited to, any payments by reason of maturity, redemption or prepayment, shall constitute part of the Securities and be held by CENTERSTATE as part of the Securities. Except as provided above in this paragraph, CENTERSTATE shall have no obligation to pay to, or to account to the Bank or Depositor for, any interest on the Securities or any proceeds thereof. CENTERSTATE shall have no obligation to invest any proceeds of the Securities, including but not limited to interest earned thereon or principal thereof received upon maturity, except as the Bank may direct in writing.

6. **Provisions Governing Obligations of CENTERSTATE.** CENTERSTATE agrees to hold the securities under this Agreement and to act as provided in this Agreement or in accordance with any direction given to CENTERSTATE by Depositor. The Bank and Depositor hereby release CENTERSTATE and hold CENTERSTATE harmless from any and all claims arising from (a) CENTERSTATE’s actions in accordance with the terms of this Agreement, including any reasonable interpretation thereof, and (b) CENTERSTATE’s actions in accordance with written instructions received from any officer of Depositor. In the event of a dispute between the Bank and Depositor regarding the occurrence or amount of an Event of Default or the proper disposition of the Collateral, CENTERSTATE may, at its option (i) refuse to comply with any such claims or demands or instructions or directions until they are resolved to CENTERSTATE’s satisfaction, which CENTERSTATE shall be protected in acting in compliance therewith, or (ii) file appropriate legal action for instructions or relief to resolve such disputes, in which case the Bank shall indemnify and reimburse CENTERSTATE for all costs, expenses, and attorneys’ fees expended or incurred by CENTERSTATE in such legal action.
7. **Notice.** Any notice or other communication to CENTERSTATE under this Agreement, in order to be effective, must be in writing and delivered in person or by mail to CENTERSTATE 1927 1st Avenue North, Birmingham, Alabama 35203, Attention: Safekeeping Department. No such notice or other communication shall be considered received by CENTERSTATE until it is actually received by an officer of CENTERSTATE.

8. **Setoff.** CENTERSTATE is hereby granted a security interest in, and a right of banker’s lien and a right of setoff with respect to, the Collateral as security for all costs and expenses payable to CENTERSTATE hereunder or incurred by CENTERSTATE in connection herewith. CENTERSTATE’s right under this paragraph shall be subordinate to the security interest of Depositor under this Agreement.

9. **Governing Law.** This Agreement shall be governed by Federal Law.

10. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Depositor, the Bank and CENTERSTATE have executed this Agreement on **JUNE 8, 2016**.

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City of Eatonton

Name of Depositor

By: ________________________________
   Its ______________________________

ATTEST: ______________________________

[Affix seal]

CENTERSTATE BANK

By: ________________________________
   Its ______________________________

FARMERS & MERCHANTS BANK

Name of Bank

By: ________________________________
   Its ______________________________

ATTEST: ______________________________

[Signature]

AGNIEY BRUNDAGE
Sec. 75-341. - Boundary of downtown district.

The boundary of the downtown business district is as follows: starting with the intersection of S. Washington St. and W. Sumter Street, heading northwest to the intersection of S. Washington St. and Marion St. (Hwy 16). Turn right and proceed to the intersection of Madison Ave. and Marion St. Turning left, proceed to W. Harris St. Turn right and proceed over Jefferson Ave. to Willie Bailey St. Turn right on N. Maple and continue to E. Sumter (Hwy 16). Dogleg to the right and continue on S. Maple to Walnut St. Turn right on Walnut St. to Jefferson Ave. At Jefferson Ave. turn right and proceed to intersection of Sumter St. Turn left and continue to S. Washington St. Any property on the road frontage and the interior area is considered the downtown business district and are subject to this district's requirements. (All of these areas surround the Courthouse Square.)

(Amd. of 5-17-2010)

Sec. 75-342. - Uses allowed.

Those uses allowed in the DB zoning district as a matter of right are as follows, as are the district requirements applicable to the district. However, additional restrictions may apply as well. Article VI of this chapter also must be consulted to determine whether a given use is subject to any additional requirement or is otherwise further defined or clarified. Any use not specified below will be considered by conditional use only.

*Accessory uses and structures: Accessory uses and structures customarily incidental to any permitted use.*

- Appliances/electronics.
- Antiques and collectibles.
- Arts and crafts.
- Bakery.
- Barber.
- Beautician.
- Bookstore.
- Business office, general.
- Clothing, general.
- Coffee shop.
- Drug store.
- Family grocery store.
- Family restaurant.
- Financial services.
Florist/garden shop.
Furniture store.
Gift shop.
Housewares.
Ice cream/confectionary shop.
Legal services.
Medical services.
Mixed use buildings with commercial on first floor.
Music and video store.
Nail salon.
Retail—general.
Shoe store.
Sporting goods including bicycle shop.
Tanning salon.

(Amd. of 5-17-2010; Res. of 6-4-2013; Amd. of 5-19-2014)

Sec. 75-343. - District requirements.
The businesses in this district are subject to the following:

(a) No outside display or storage except for seasonal sales.
(b) Outside tables are permitted following the guidelines as stated in section 58-3, obstructing streets, generally.
(c) Neat and orderly window displays.
(d) Signs—See Article VI of this chapter.
(e) It is the owner’s responsibility to insure that the sidewalk is kept clean and free of debris and clutter and that the building is kept in good repair and structurally sound per the International Building Code. The facade must be maintained (i.e. painted or stained, bricks mortared, cracked glass repaired, etc.).
(f) No outside speakers.

(Amd. of 5-17-2010)
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to sign a work detail agreement with the Georgia Department of Corrections for 2016 – 2017 and for other purposes.

WHEREAS, the City of Eatonton is a local government, more specifically a municipal corporation, as defined by federal and state law; and

WHEREAS, the Georgia Department of Corrections offers inmate work details to local governments to assist in public works and other; and

WHEREAS, the City of Eatonton currently contracts with the Georgia Department of Corrections for work details; and

WHEREAS, the Georgia Department of Corrections has offered to renew such contract with the City of Eatonton in order to provide inmate work details for State Fiscal Year 2017; and

WHEREAS, the City of Eatonton wishes to continue to provide inmate work details to assist in its public works activities.

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

THE MAYOR OF THE CITY OF EATONTON IS HEREBY AUTHORIZED TO SIGN SUCH WORK DETAIL AGREEMENT OFFERED BY THE GEORGIA DEPARTMENT OF CORRECTIONS FOR SFY 2017. ADDITIONALLY, THE MAYOR IS AUTHORIZED TO SIGN LETTERS AND SUCH OTHER SUPPORTING AND COLLATERAL MATERIAL AS SHALL BE NECESSARY FOR THE PROPER EXECUTION AND IMPLEMENTATION OF THE AGREEMENT AS MAY BE REQUIRED.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 7th day of June, 2016.

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

ATTEST:

__________________________
Clerk, City of Eatonton, Georgia
WORK DETAIL AGREEMENT
Governmental Entity Provides Vehicle

THIS AGREEMENT is entered into this 1st day of July, 2016, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and City of Eatonton, a department, agency or political subdivision of the State of Georgia (“Governmental Entity”),

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Hancock State Prison facility (hereafter “Offenders” and “Facility”); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2016 until 11:59 p.m. on June 30, 2017 (“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.

2. Scope of Services. Department agrees to provide Governmental Entity with two (2) Offender work detail(s). Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.

3. Prohibited Contact And Dealings With Offenders.

A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an Offender.

B. Governmental Entity will take all reasonable steps to ensure that the Offenders working under this agreement will have no contact with any unauthorized civilians.

C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that the Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity’s control.

4. **Workplace Safety.** Governmental Entity agrees to provide a safe workplace for Work Details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

5. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Governmental Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512 megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

6. **Compensation.** Governmental Entity agrees to pay Department the sum of Seventy Nine Thousand Dollars ($79,000.00) per year calculated at Thirty Nine Thousand Five Hundred Dollars ($39,500.00) per detail for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer’s hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively “Off Days”). For each day in excess of the Off Days that the Work Detail is not provided during the Term, compensation due to Department shall be reduced

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by One Hundred Eighty Nine Dollars and Ninety Cents ($189.90). Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department’s monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. If the detail does not go out because the Governmental Entity is not able to provide transportation, or at the request of the Governmental Entity, the Governmental Entity is responsible for paying the full rate for that day. Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

7. **Termination for Convenience.** This Agreement may be terminated by either party upon seven (7) calendar days written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.

8. **Notices.** Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

   If to Governmental Entity:  
   City of Eatonton  
   P.O. Box 3820  
   Eatonton, GA 31024

   If to Department:  
   Jennifer Ammons  
   General Counsel  
   Georgia Department of Corrections  
   State Office South, Gibson Hall, 3rd Floor  
   P.O. Box 1529  
   Forsyth, GA 31029

   With a copy to:  
   Hancock State Prison  
   Warden  
   P.O. Box 339  
   Sparta, GA 31087

9. **Sole Benefit.** Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participate in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.

10. **Amendment.** The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
11. **Governing Law.** This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

13. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS:

By: ___________________________

    Jennifer Ammons
    General Counsel

GOVERNMENTAL ENTITY:

By: ___________________________

Print Name: ___________________

Title: _________________________

FACILITY WARDEN/SUPERINTENDENT

By: ___________________________

Print Name: ___________________