1. 7:00 PM Call to Order

2. Invocation: Mayor Walter C. Rocker, Jr.

3. Approval of Minutes: Attachment #1

4. Public Comments:
   Reading of Rules for Public Comments

5. Old Business:
   
   A.

6. New Business:
   
   A. Proposed Resolution to Authorize the Mayor to Execute an Environmental Facilities Agreement with the Eatonton-Putnam Water and Sewer Authority Attachment #6A
   
   B. Discussion and Possible Action on an Intergovernmental Agreement with Putnam County Regarding the Single County TSPLOST Attachment #6B
   
   C. Discussion and Possible Action on the 2017-2018 Indigent Defense Services Agreement Attachment #6C
   
   D. Proposed Resolution to Amend Chapter 54 (Solid Waste) of the Code of Ordinances
E. Proposed Resolution to Amend Chapter 18 (Businesses) of the Code of Ordinances Attachment #6E

F. Proposed Resolution to Specify the Allocation of Hotel-Motel Excise Tax Proceeds Attachment #6F

G. Proposed Resolution to Adopt a Balanced Budget for City Fiscal Year 2018 Attachment #6G

7. Zoning:

8. 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

9. Executive Session:

10. Motion to Adjourn:
City of Eatonton
Public Hearing
Proposed 2018 Budget
Tuesday, August 1, 2017 at 6:45 PM
Putnam County Commissioners’ Meeting Room #203
117 Putnam Drive
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.
    Councilwoman Alma Stokes

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

Staff Members Present:
    City Attorney Christopher Huskins
    City Administrator, Gary Sanders
    City Clerk, Sarah Abrams
    Chief of Police William K. Lawrence

Mayor Rocker called the Public Hearing on the 2018 Budget to order at 6:48 PM.

Mayor Rocker advised anyone wishing to speak at this Public Hearing should sign up.

City Administrator Gary Sanders advised the purpose of this Public Hearing is to give citizens an opportunity to make comments and give their input on the proposed City of Eatonton 2018 Budget. Council will adopt the FY 2018 Budget at the 2nd meeting in August, which is August 21, 2017.
No one signed in to make comments on the proposed 2018 Budget for the City of Eatonton.

Mayor Rocker closed the Public Hearing on the Proposed 2018 Budget at 6:58 PM.

________________________
Walter C. Rocker Jr., Mayor

Attest:

________________________
Sarah E. Abrams, City Clerk
City of Eatonton Council Meeting
Tuesday, August 1, 2017 at 7:00 PM
Putnam County Commissioners’ Meeting Room #203
117 Putnam Drive
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.
  Councilwoman Alma Stokes

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

Staff Members Present:
  City Attorney Christopher Huskins
  City Administrator, Gary Sanders
  City Clerk, Sarah Abrams
  Police Chief William K. Lawrence

Mayor Walter C. Rocker Jr. called the August 1, 2017 Council meeting to order at 7:00 PM.

Invocation was given by Mayor-Pro Tem Harvey “Chip” Walker, Jr.
Motion was made by Stokes and seconded by Mangum to approve the minutes of the last meeting held on July 17, 2017. Motion carried by a unanimous vote of 5-0.

Public Comments: None

Reading of Rules for Public Comments Omitted

Old Business:

Tabled Item – Request by Dr. Joe and Brenda Preston for a side yard setback variance at 409 West Marion Street. Presently zoned R-1. [Map E006, Parcel 109]

Motion was made by Mangum and seconded by Walker to add Tabled item – Request by Dr. Joe and Brenda Preston for a side yard setback variance at 409 West Marion Street. Motion carried by a unanimous vote of 5-0.

Council discussed Dr. Joe Preston request to place a shed 3 feet from his right-side property line. Eatonton Planning and Zoning Commission approved a 10-foot variance, being 10 feet from the right-side property line. At the Council meeting held on June 19th, Mr. Preston appealed the decision of the Zoning Commission because he requested 3 feet off the property line. Council decided to table this item to give Putnam County Planning Director, Lisa Jackson time to research information pertaining to Mr. Preston variance and other questions.

City Administrator Sanders advised there is no further release in the code; all new structures must comply with the new code.

Mayor Rocker asked if Mr. and Mrs. Preston had been given notification on new information.

City Attorney Huskins advised Council to give Mr. Preston notice before Council take action.

Motion was made by Mangum and seconded by Walker to table the request by Dr. Joe and Brenda Preston for a side yard setback variance at 409 West Marion Street. Presently zoned R-1. [Map E006, Parcel 109] Motion carried by a unanimous vote of 5-0.

New Business:

Main Street Report Attachment 6#A
Main Street Report for City Council Meeting Tuesday August 1 2017 - July Recap
Organization
Eatonton Main Street is still looking for applicants to the board. A working board is required by the Department of Community Affairs, as part of the annual assessment to maintain Main Street designation.

Promotion
The Bluegrass Concert featuring Piney Woods and The Suggins Brothers attracted 20 people. Main Street does not raise enough sponsorship to pay for a Porta Potty and facilities for the Event Stage. Main Street can use the Event Stage in conjunction with the Eatonton Cotton Warehouse but not as a standalone location due to the restroom issue. The Stage itself faces the Sun making both the entertainers and instruments hot. Performances are therefore affected.
If all vendor applicants commit to the Briar Patch Arts Festival, all slots will be filled 2 months before the Festival.

The Harlem Georgia Merchants Association visited Downtown Eatonton. I took them to various locations. I believe that the visit was a fact finding mission for Main Street designation. They are also visiting Greensboro and Madison.

The Hwy 441 billboard will be renewed and I am looking at opportunities to divert tourist traffic into Downtown.

**Design**

Mark Smith (Old World Finance Location) has submitted a facade grant application for his W. Marion St. property.

Sara and Buddy Nolan (Maggie Lane) have submitted a facade grant application for their Jefferson Ave. property.

**Economic Vitality**

Downtown Eatonton continues to attract interest in bringing merchants into the Downtown. However, buildings like Moore LP Gas (107 N. Jefferson Avenue), China Chef (104 N. Jefferson Avenue), Communicom/Charter Building (104 E. Marion St) and 112 W. Marion Street prevent a vibrant Downtown from putting down roots and taking hold and are off-putting for new businesses due to the buildings not being compliant with building codes/planning and zoning regulations. (Sec. 14-31. Adoption by Reference. Georgia Uniform Codes Act, O.C.G.A. § 8-2-25, 14-68. - Complaint in rem in municipal court; procedure; lien; appeal and Sec. 75-343 District Requirements {e})

Both 112 W. Marion Street and 106 N. Jefferson Avenue are both being used as storage facilities by the building owner which is incompatible with the zoning code. Sec. 75-342. - Uses allowed.

The building housing Cucos Restaurant is still being renovated. A possible August reopening date was suggested. The scaffolding blocking the sidewalk is an issue for pedestrians causing them to go into the street.

I held talks with a prospective business owner & a building owner to discuss a location for a new business.

The Pex Theater which features The Country Kitchen had its marquee badly damaged by heavy rain. The restaurant remains open with people entering from the back entrance. The marquee has still not been repaired. In the words of the restaurant owner, the marquee damage has "killed them financially".

The Ribbon Cutting Ceremony for the Sumter Street Station Apartments has been put back to sometime in August.

**Summary**

Eatonton Main Street partnering with the Putnam County Charter School System, UGA's Willson Center for Humanities and Arts, the Georgia Writers Museum and the Butler-Baker Alumni Project, Inc. are working together for a public local history event. The event will be funded by a small grant from the National Endowment for the Humanities. An information afternoon is scheduled at the Writers Museum on Saturday August 26, between 2 & 4. The recording of Putnam County residents oral histories, is currently scheduled for the Briar Patch Arts and Crafts Festival on Saturday September 30 and the Butler Baker Alumni October Fest. (The Alumni are working on a date)

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**Proposed Resolution to Appoint a Qualifying Officer for the November 7, 2017 Municipal General Election Attachment #6B**

Motion was made by Walker and seconded by Butts to approved the proposed Resolution naming Sarah Abrams as the Qualifying Officer for the Municipal General Election to be held on November 7, 2017 and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 5-0.

*Qualifying period will be 8:30 AM on Monday, August 21 through 4:30 PM on Wednesday, August 23, 2017.*
Resolution to Propose Amendments to Chapter 75 of the Code of Ordinance
Attachment #6C
Motion was made by Mangum and seconded by Gorley to approve the proposed Resolution that the following (Development Standards) amendments to Chapter 75 of the Code of Ordinances, City of Eatonton, Georgia are hereby proposed to the Planning and Zoning Commission for review and recommendation and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 5-0.

Proposed Resolution to Authorize the Mayor to Apply for a Safety and Liability Management Grant Attachment #6D
Motion was made by Gorley and seconded by Butts to approve the proposed Resolution authorizing the Mayor to apply for a Safety and Liability Management Grant offered by the Georgia Municipal Association for 2017 and authorize Mayor Rocker to sign contracts, letters and such supporting and collateral material as shall be necessary for the proper application, receipt, and implementation of such grants as may be required. Motion carried by a unanimous vote of 5-0.

Historical Preservation- Request by Michele Bechtell for a Certificate of Appropriateness at 202 North Madison Avenue – Vernacular Cottage Attachment #6E
Motion was made by Walker and seconded by Stokes to accept the recommendation from the Historic Preservation Commission, which approved the request made by Michele Bechtell for a Certificate of Appropriateness at 202 North Madison Avenue to install a wooden picket fence, 42 inches in height on the northern border of their property. Motion carried by a unanimous vote of 5-0.

Zoning: None

Committee Reports;

Motion was made by Walker and seconded by Gorley to pay the bills if and when funds become available. Motion carried by a unanimous vote of 5-0.

City Administrator Sanders advised:
The Pre-Construction meeting for the Streetscape project is scheduled for 10:30 AM on Monday, August 7 at the Hut. At conclusion of this meeting, around 11:45 AM, we are planning a meeting with members of the public and affected property owners to share construction schedules and to answer questions.

The Executive Committee of the TSPLOST Roundtable will meet at 9:00AM on Wednesday, August 4 to finalize the list of projects for inclusion on the regional TSPLOST referendum.

City Administrator Sanders advised he would be attending the final Regional Commission’s Leadership program Thursday, August 17.
City Administrator Sanders advised we will hold a pre-bid conference for the CDBG project on Church Street on August 10 at 11:00AM at City Hall. Bids will be opened on Friday, August 25 at 11:00 AM also at City Hall.

City Administrator Sanders advised we are still awaiting the 2017 preliminary digest. It will be forward to Council as soon as it is received.

City Administrator Sanders advised Councilwoman Doster requested a Zoning and Ordinances Committee meeting for Tuesday, August 8 at 5:00 PM.

Mayor Rocker asked if there was any other business to be discuss before adjourning.

Motion was made by Walker and seconded by Gorley to adjourn. Motion carried by a unanimous vote of 5-0.

Council adjourned at 7:17 PM

_________________________
Walter C. Rocker, Jr., Mayor

ATTEST:

_________________________
Sarah E. Abrams, City Clerk
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to execute an Environmental Facilities Agreement and for other purposes.

WHEREAS, in order to facilitate the acquisition, construction, and installation of additions, extensions, or improvements to the environmental facilities of EATONTON-PUTNAM WATER AND SEWER AUTHORITY (the “Borrower”) and in order to make the Borrower’s environmental facilities and services available to residents of the City of Eatonton the Council of the City of Eatonton has determined to agree to make payments to the Borrower in amounts sufficient to enable the Borrower to repay a loan made to the Borrower by CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY, in the event the Borrower has insufficient funds to repay such loan, pursuant to the terms of an Environmental Facilities Agreement (the “Contract”) between the Borrower and the City of Eatonton, the form of which has been presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that the form, terms, and conditions and the execution, delivery, and performance of the Contract are hereby approved and authorized.

BE IT FURTHER RESOLVED by the Council of the City of Eatonton, Georgia that the terms of the Contract are in the best interests of the City of Eatonton for making the Borrower’s environmental facilities and services available to residents of the City of Eatonton, and the Council of the City of Eatonton designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Contract and any related documents necessary to the consummation of the transactions contemplated by the Contract.

(Signature of Person to Execute Documents) Mayor
(Title)

(Signature of Person to Attest Documents) City Clerk
(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 21st day of August, 2017.

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

ATTEST:

______________________________
Clerk, City of Eatonton, Georgia
ENVIRONMENTAL FACILITIES AGREEMENT

by and between

EATONTON-PUTNAM WATER AND SEWER AUTHORITY

and

CITY OF EATONTON

Dated ________________
ENVIRONMENTAL FACILITIES AGREEMENT

THIS ENVIRONMENTAL FACILITIES AGREEMENT (this "Contract") dated ______________, by and between EATONTON-PUTNAM WATER AND SEWER AUTHORITY, a Georgia authority (the "Borrower"), whose address for purposes of this Agreement shall be 663 GODFREY ROAD, EATONTON, GA 31024, and CITY OF EATONTON, a Georgia public body corporate and politic (the "Public Body"), whose address for purposes of this Agreement shall be 201 N. JEFFERSON AVENUE, EATONTON, GA 31024.

WHEREAS, the Borrower desires to borrow $2,500,000 from the CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender") to finance the costs of acquiring, constructing, and installing additions, extensions, or improvements to the Borrower’s environmental facilities, pursuant to the terms of a Loan Agreement (the "Loan Agreement"), dated the date hereof, between the Borrower and the Lender, a fully executed copy of which has been delivered to the Public Body; and

WHEREAS, the Borrower’s obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated the date hereof, by the Borrower to the Lender, a fully executed copy of which has been delivered to the Public Body; and

WHEREAS, Article IX, Section III, Paragraph (a) of the Constitution of the State of Georgia of 1983 authorizes any county or municipality of the State of Georgia to contract for any period not exceeding fifty years with any public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Borrower and the Public Body are authorized by law to undertake or provide environmental facilities and services; and

WHEREAS, the Borrower and the Public Body propose to enter into this Contract, under the terms of which (1) the Borrower will agree to operate its environmental facilities as public environmental facilities and to make its environmental facilities and services available to residents of the Public Body, and (2) the Public Body will agree (a) to make payments to the Borrower in amounts sufficient to enable the Borrower to pay when due the principal of and interest on the Note, to the extent the Borrower has insufficient funds for such purposes, and (b) to levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Public Body, within any limitation that may be prescribed by law, as may be necessary to produce in each year revenues that are sufficient to fulfill the Public Body’s obligations under this Contract; and

WHEREAS, to secure its obligation to pay principal of and interest on the Note, the Borrower proposes to assign and pledge, and grant a first priority lien on, its right,
title, and interest in this Contract and the payments to be received by the Borrower pursuant to this Contract to the Lender, pursuant to the terms of an Assignment and Security Agreement (the "Assignment"), to be dated the date hereof, between the Borrower and the Lender;

NOW, THEREFORE, in consideration of the respective covenants, representations, and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the Borrower and the Public Body agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. Certain words and terms used in this Contract shall have the meaning given them in the Loan Agreement, which by this reference are incorporated herein.

ARTICLE II
REPRESENTATIONS

Section 2.1. Representations by the Borrower. The Borrower makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Borrower is authorized to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder, has been duly authorized to execute and deliver this Contract, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence.

(b) The issuance of the Note, the execution and delivery of this Contract and the Loan Agreement, and the performance of all covenants and agreements of the Borrower contained in this Contract, the Note, and the Loan Agreement and of all other acts and things required under the Constitution and laws of the State of Georgia to make this Contract, the Note, and the Loan Agreement are valid and binding obligations of the Borrower in accordance with their respective terms, are authorized by law, and have been duly authorized by proceedings of the Borrower adopted at public meetings duly and lawfully called and held.

(c) There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against the Borrower that have or could have a material adverse effect on the right of the Borrower to execute this Contract, the Note, or the Loan Agreement or the ability of the Borrower to comply with any of its obligations under this Contract, the Note, and the Loan Agreement.
Section 2.2. **Representations by the Public Body.** The Public Body makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Public Body is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia, having the power to enter into and carry out its obligations under this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date hereof.

(b) This Contract has been duly executed and delivered by the Public Body and constitutes the legal, valid, and binding obligation of the Public Body enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles.

(c) The authorization, execution, delivery, and performance by the Public Body of this Contract and compliance by the Public Body with the provisions hereof do not violate the Constitution or the statutes of the State of Georgia relating to the Public Body or constitute a breach of or a default under, any other law, court order, administrative regulation, or legal decree, or any agreement or other instrument to which it is a party or by which it is bound.

(d) There is no litigation or proceeding pending, or to the knowledge of the Public Body threatened, against the Public Body or any other person that have or could have a material adverse affect on the right of the Public Body to execute this Contract or its ability to comply with any of its obligations under this Contract or that involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Public Body.

(e) The Public Body has furnished to the Borrower and the Lender (1) a certified copy of the resolution adopted by the Public Body's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Public Body, substantially in the form of Exhibit B attached hereto.
ARTICLE III

THE LOAN AND THE PROJECT; OPERATION OF
THE ENVIRONMENTAL FACILITIES

Section 3.1. Agreement to Obtain the Loan. The Borrower agrees that it shall obtain the Loan in order to finance the costs of acquiring, constructing, and installing the Project.

Section 3.2. Completion of the Project. The Borrower hereby agrees to promptly complete the acquisition, construction, and installation of the Project, all in accordance or substantially in accordance with the Plans and Specifications.

Section 3.3. Disbursement of Advances under and in Compliance with the Loan Agreement. Each Advance shall be disbursed and used for the purposes, and in accordance with the terms and conditions, set forth in the Loan Agreement.

Section 3.4. Operation of Environmental Facilities. The Borrower hereby agrees during the term hereof to operate its environmental facilities as public environmental facilities, making the facilities and the services of its environmental facilities available to public and private consumers and users located within its corporate or territorial limits and its environs, all for the benefit of the citizens of the Public Body. The Borrower hereby agrees to operate and maintain its environmental facilities for the benefit of the citizens of the Public Body, for and in consideration of the payments to be received from the Public Body as set forth in Section 4.2 hereof and in accordance with the provisions of this Contract.

ARTICLE IV

TERM; PAYMENT PROVISIONS;
OBLIGATIONS ABSOLUTE AND UNCONDITIONAL

Section 4.1. Term. The term of this Contract shall commence with the execution and delivery hereof and shall extend until the principal of and interest on the Note have been paid in full, but in no event shall the term hereof exceed fifty years from the date hereof.

Section 4.2. Payments. (a) To the extent the Borrower has insufficient funds to enable the Borrower to pay the principal of and interest on the Note, as the same becomes due and payable (as determined in accordance with subsection (e) below), the Public Body hereby covenants and agrees to pay to the Borrower on the date of any scheduled payment of principal of or interest on the Note, until the principal of and interest on the Note shall have been paid in full, a sum equal to the amount that will be sufficient, when added to the Borrower's funds available for such purpose, to pay the amounts payable on such dates as principal of and interest on the Note. The payments required to be made by the Public Body to the Borrower pursuant to the provisions of this
Section 4.2(a) shall be used by the Borrower solely to provide for the payment of principal of and interest on the Note as the same becomes due and payable. All payments received by the Borrower under the provisions of this Section 4.2(a) shall not be commingled with any other funds of the Borrower and shall be received in trust so as to assure the availability of moneys to the Borrower in order to enable the Borrower to pay the principal of and interest on the Note as the same becomes due and payable.

(b) As security for the payments required by Section 4.2(a) hereof, the Public Body hereby pledges to the Borrower its full faith and credit and taxing power for such payments. The Public Body covenants that, in order to make any payments required by Section 4.2(a) hereof when due from its general funds to the extent required hereunder, the Public Body will exercise its powers of taxation to the extent necessary to pay the amount of the payments required hereunder and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources. The Public Body further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, to the extent necessary, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments, whether or not any other sums are included in such measure, until all payments so required to be made hereunder shall have been made in full. The obligation of the Public Body to make the payments required to be made hereunder from its general funds shall constitute a general obligation of the Public Body and a pledge of the full faith and credit of the Public Body to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 4.2(b), then the fiscal officers of the Public Body are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the general funds of the Public Body. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Public Body had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the Public Body shall make such payments as are required to be made hereunder if for any reason the payment of such obligations shall not otherwise have been made.

(c) The Public Body covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the corporate or territorial limits of the Public Body, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitation that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Public Body’s obligations to make any such payments required to be made by the Public Body hereunder, from which revenues the Public Body agrees to appropriate sums sufficient to pay in full when due all of the Public Body’s obligations to make any such payments. Nothing herein contained, however, shall be construed as limiting the right of the Public Body to make the payments required to be made by the Public Body out of any
funds lawfully available to it for such purpose, from whatever source derived (including general funds).

(d) Not less than five (5) days prior to the date of any scheduled payment of principal or interest on the Note, the Borrower shall determine the amount of funds then on hand and available for payment of principal of and interest on the Note, and shall notify the Public Body of the amounts so on hand and available for such payment of the Note and the extent of the obligation of the Public Body to make the payments required to be made by the Public Body hereunder.

(e) The payments to be made to the Borrower by the Public Body under the provisions of this Contract shall be made directly to the Lender for the account of the Borrower.

Section 4.3. Obligations of Public Body Hereunder Absolute and Unconditional. The obligations of the Public Body to make the payments provided for herein and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it may otherwise have against the Borrower. Until such time as the Note is paid in full, the Public Body (i) shall not withhold, suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue the payments provided for herein, (ii) shall perform and observe all of its other agreements contained in this Contract, and (iii) shall not terminate the term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Borrower to complete the Project, failure of the Borrower to operate or use its environmental facilities as contemplated in this Contract or otherwise, any change or delay in the time of availability of the Borrower’s environmental facilities, any acts or circumstances that may impair or preclude the use or possession of the Borrower’s environmental facilities, any defect in the title, design, operation, merchantability, fitness, or condition of the Borrower’s environmental facilities or in the suitability of the Borrower’s environmental facilities for the Borrower’s purposes or needs, failure of the Borrower’s title in and to the Borrower’s environmental facilities or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Borrower’s environmental facilities, the taking by eminent domain of title to or the use of all or any part of the Borrower’s environmental facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either, any declaration or finding that the Note or the Loan Agreement is unenforceable or invalid, the invalidity of any provision of this Contract, or any failure of the Borrower to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract or the Loan Agreement. Nothing contained in this Section shall be construed to release the Borrower from the performance of any of the agreements on its part contained herein. If the Borrower should fail to perform any such agreement, the Public Body may institute such action against the Borrower as the Public Body may deem necessary to compel performance or recover its
damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the Public Body contained in this Contract and to make the payments specified herein. The Borrower hereby agrees that it shall not take or omit to take any action that would cause this Contract to be terminated. The Public Body may, however, at its own cost and expense and in its own name or in the name of the Borrower, prosecute or defend any action or proceeding or take any other action involving third persons that the Public Body deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Borrower hereby agrees to cooperate fully with the Public Body and to take all action necessary to effect the substitution of the Public Body for the Borrower in any such action or proceeding if the Public Body shall so request.

Section 4.4. Enforcement of Obligations. The obligation of the Public Body to make payments required hereunder may be enforced by (i) the Borrower, (ii) the Lender under the Assignment, in accordance with the applicable provisions of the Assignment, or (iii) such receiver or receivers as may be appointed pursuant to applicable law. It is understood and agreed that the Borrower will assign and pledge its right, title, and interest in this Contract and the payments to be received by it under this Contract to secure the Note pursuant to the Assignment, and the Public Body hereby consents to such assignment and pledge pursuant to the Assignment. The Lender is deemed to be and is a third party beneficiary of the representations, covenants, and agreements of the Public Body herein contained.

Section 4.5. No Set-Off. No breach, default, or failure by the Borrower to comply with the provisions of this Contract shall permit an abatement or reduction in or setoff against the payments due from the Public Body hereunder. Nothing in this Contract shall otherwise impair, diminish, or affect any other right or remedy available to the Public Body (i) as a result of the Borrower's breach, default, or failure under this Contract, or (ii) to enforce the obligations of the Borrower under this Contract. No dispute or litigation between the Borrower and the Public Body with respect to this Contract shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

ARTICLE V

SPECIAL COVENANTS OF PUBLIC BODY

Section 5.1. Information. The Public Body shall deliver to the Borrower and the Lender, within 180 days after the end of each fiscal year, an electronic copy of the Public Body’s annual financial statements prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by an audit report resulting from an audit conducted by a firm of independent certified public accountants in conformity with generally accepted auditing standards. The Public Body also shall promptly provide the Borrower and the Lender (1) upon receipt thereof, a copy of each other report
submitted to the Public Body by its accountants in connection with any annual, interim, or special audit made by them of the books of the Public Body (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Public Body) and (2) with such other information relating to the Public Body as the Lender may reasonably request from time to time. The Public Body shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the Borrower shall also have the right at all reasonable times to examine and make extracts from the books and records of the Public Body, insofar as necessary to ascertain compliance with this Contract, and to discuss with the Public Body's officers, employees, accountants, and engineers the Public Body's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

Section 5.2. Cooperation. The Public Body shall cooperate in all appropriate respects with the Borrower with respect to any authorizations, approvals, licenses, permits, franchises, privileges, consents, reviews, legal clearances, and orders under federal, state, or local laws and from federal, state, or local entities or officers that are necessary or advisable to facilitate the ownership and operation by the Borrower of its environmental facilities and to permit full compliance with all covenants, agreements, and obligations of the Public Body and the Borrower under the Loan Agreement or this Contract and any document collateral thereto to which the Public Body or the Borrower is a party.

ARTICLE VI

SPECIAL COVENANTS OF THE BORROWER

Section 6.1. Information. The Borrower shall furnish to the Public Body all information furnished to the Lender pursuant to Section 10(a) of the Loan Agreement, contemporaneously with the delivery of such information to the Lender.

Section 6.2. Monthly Financial Information. If requested by the Public Body, the Borrower will furnish to the Public Body unaudited monthly financial statements showing its income and expenses in reasonable detail.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Entire Contract; Amendments. This Contract contains the entire agreement of the Public Body and the Borrower relating to the matters covered by this Contract. No representation, promise, or understanding has been made, and no collateral agreement, stipulation, or undertaking exists, which will have any force and effect with respect to the matters covered by this Contract except as set forth in this
Contract. This Contract may not be amended, changed, modified, altered, or terminated except with the prior written consent of the Lender.

Section 7.2. Notices. All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Contract. Any party to this Contract may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, “electronic means” shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

Section 7.3. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Borrower, the Public Body, and their respective successors and assigns, subject, however, to the limitations contained in this Contract.

Section 7.4. Severability. If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperable or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperable or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperable, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract shall not affect the remaining portions of this Contract or any part thereof.

Section 7.5. Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6. Captions. The captions and headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

Section 7.7. Governing Law. This Contract and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

[Signatures and Seals to Follow]
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

EATONTON-PUTNAM WATER AND SEWER AUTHORITY

Signature:__________________________
Print Name:________________________
Title:______________________________
(SEAL)

Attest Signature:____________________
Print Name:________________________
Title:______________________________

CITY OF EATONTON

Signature:__________________________
Print Name:________________________
Title:______________________________
(SEAL)

Attest Signature:____________________
Print Name:________________________
Title:______________________________
OPINION OF PUBLIC BODY'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, Georgia 30303

Ladies and Gentlemen:

As counsel for CITY OF EATONTON (the "Public Body"), I have examined a duly executed original of the Environmental Facilities Agreement (the "Contract"), Loan/Project No. CW2016032, between the Public Body and EATONTON-PUTNAM WATER AND SEWER AUTHORITY (the "Borrower"), the proceedings taken by the Public Body to authorize the Contract, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Public Body is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2. The Contract has been duly authorized, executed, and delivered by the Public Body and is the legal, valid, and binding obligation of the Public Body, enforceable in accordance with its terms.

3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Contract.

4. To the best of my knowledge, the execution, delivery, and performance by the Public Body of the Contract will not conflict with, breach, or violate any law, any order or judgment to which the Public Body is subject, or any contract to which the Public Body is a party.

5. The signatures of the officers of the Public Body that appear on the Contract are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Public Body set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:
(i) the due authorization, exécution, and delivery of the Contract by the Borrower; and

(ii) that the Contract constitutes the binding obligation of the Borrower and that the Borrower has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Contract (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

__________________________
Signature

__________________________
Printed Name

__________________________
Date
EXHIBIT B

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Public Body: CITY OF EATONTON
Loan Number: CW2016032

At a duly called meeting of the governing body of the Public Body identified above (the "Public Body") held on the _____ day of __________, the following resolution was introduced and adopted.

WHEREAS, in order to facilitate the acquisition, construction, and installation of additions, extensions, or improvements to the environmental facilities of EATONTON-PUTNAM WATER AND SEWER AUTHORITY (the "Borrower") and in order to make the Borrower's environmental facilities and services available to residents of the Public Body the governing body of the Public Body has determined to agree to make payments to the Borrower in amounts sufficient to enable the Borrower to repay a loan made to the Borrower by CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY, in the event the Borrower has insufficient funds to repay such loan, pursuant to the terms of an Environmental Facilities Agreement (the "Contract") between the Borrower and the Public Body, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Public Body that the form, terms, and conditions and the execution, delivery, and performance of the Contract are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Public Body that the terms of the Contract are in the best interests of the Public Body for making the Borrower's environmental facilities and services available to residents of the Public Body, and the governing body of the Public Body designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Contract and any related documents necessary to the consummation of the transactions contemplated by the Contract.

(Signature of Person to Execute Documents) (Print Title)

(Signature of Person to Attest Documents) (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: ___________________________ Secretary/Clerk
(SEAL)
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, (this “Agreement”) is made and entered into as of the ___ day of ______________, 2017, by and between PUTNAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), and the CITY OF EATONTON, GEORGIA, a municipal corporation of the State of Georgia (the “City”).

WITNESSETH:

WHEREAS, the above referenced parties have agreed, pursuant to O.C.G.A. § 48-8-260, et al., to implement a Special District Mass Transportation Sales and Use Tax (“SDMTST”) within the special tax district created by O.C.G.A. § 48-8-261 and conterminous with the geographical boundary of Putnam County; and

WHEREAS, in accordance with O.C.G.A. § 48-8-262, a meeting was held at the Putnam County Administrative Offices on July 11, 2017 between the Board of Commissioners of Putnam County and the City Council of Eatonton; and

WHEREAS, in accordance with O.C.G.A. § 48-8-262, the County mailed written notice of such meeting to the mayor of the City; and

WHEREAS, the County desires to submit the question of whether the SDMTST should be considered by the electors of the special district at the next scheduled election.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City do hereby agree as follows:

ARTICLE 1.

EFFECTIVE DATE

This Agreement shall become effective upon its execution and shall continue in effect until the rejection by the electors of the special district of the imposition of the SDMTST or the termination of the proposed SDMTST, whichever occurs first.

ARTICLE 2.

RATE OF TAX & TERM

The City and County agree the rate of the tax shall be 1 percent and shall be levied for 5 years.
ARTICLE 3.

PROJECTS AND PURPOSES QUALIFYING AS TRANSPORTATION PURPOSES

(a) The parties agree Exhibit A to this Agreement represents the list of projects and purposes qualifying as transportation purposes proposed to be funded by the SDMTST, which includes expenditures of at least 30 percent of the estimated revenue from the tax on projects consistent with the state-wide strategic transportation plan as defined in paragraph (6) of subsection (a) of O.C.G.A. § 32-2-22.

(b) The parties agree Exhibit A provides and includes the estimated or projected dollar amounts allocated for each transportation purpose from the SDMTST.

(c) The parties agree the order in which the projects and purposes listed in Exhibit A shall represent the priority or order in which those projects and purposes will be fully or partially funded.

(d) The parties agree that all transportation purposes included in the agreement shall be funded from proceeds from the tax except as otherwise agreed.

ARTICLE 4.

DISTRIBUTION AND MAINTENANCE OF TAX PROCEEDS

(a) Upon receipt by the County of SDMTST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SDMTST Fund. The monies in the SDMTST Fund shall be held and applied to the cost of acquiring, constructing and installing the purposes and projects listed in Exhibit A. The County, following deposit of the SDMTST proceeds in the SDMTST Fund, shall within 10 business days, disburse 25% of the SDMTST proceeds to the City for use in accordance with the priority of City projects as established in Exhibit "A."

(b) The parties agree that any proceeds from the SDMTST received by the parties shall be maintained in separate accounts and utilized exclusively for the purposes specified in this Agreement.

ARTICLE 5.

MISCELLANEOUS

(a) Any controversy arising under this Agreement shall be heard before the Superior Court of Putnam County. Any party seeking to enforce this Agreement shall be entitled to reasonable costs and attorney’s fees related to the enforcement of the obligations of this Agreement.
(b) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(c) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

CITY OF EATONTON, GEORGIA

By: __________________________________________
   Walter C. Rocker, Mayor

(SEAL)

Attest:

____________________________

Clerk

PUTNAM COUNTY BOARD OF COMMISSIONERS

By: __________________________________________
   Stephen J. Hersey, Chairman

(SEAL)

Attest:

____________________________

Clerk
# EXHIBIT A

## COUNTY PROJECTS

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resurfacing / Safety Improvements</td>
<td>$8,250,000</td>
</tr>
<tr>
<td>ROW Maintenance</td>
<td>$500,000</td>
</tr>
<tr>
<td>Intersection Improvements</td>
<td>$2,500,000</td>
</tr>
<tr>
<td><strong>Total County Projects</strong></td>
<td><strong>$11,250,000</strong></td>
</tr>
</tbody>
</table>

## CITY PROJECTS

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resurfacing / Safety Improvements</td>
<td>$2,750,000</td>
</tr>
<tr>
<td>Culvert Rehabilitation / Replacement</td>
<td>$500,000</td>
</tr>
<tr>
<td>Pedestrian Facility / Intersection Improvements</td>
<td>$500,000</td>
</tr>
<tr>
<td><strong>Total City Projects</strong></td>
<td><strong>$3,750,000</strong></td>
</tr>
</tbody>
</table>
THIS AGREEMENT is entered into this______ day of __________ 2017, between the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “the Public Defender Office”) and Eatonton, a body politic and a subdivision of the State of Georgia (herein referred to as “the City”) and is effective July 1, 2017 except as provided in Section 3.09.

WITNESSETH:

WHEREAS, the Public Defender Office and the City enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d), which is effective January 1, 2005, provides as follows:

A city, county, or consolidated government may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city, county, or consolidated government ordinances or state laws. If a city, county or consolidated government does not contract with the circuit public defender office, the city, county, or consolidated government shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-35, which is effective January 1, 2005, provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, O.C.G.A. § 36-32-1 (f), which is effective January 1, 2005, provides as follows:

Any municipal court operating within this state and having jurisdiction over the violation of municipal ordinances and over such other matters as are by specific or general law made subject to the jurisdiction of municipal courts shall not impose any punishment of confinement, probation, or other loss of liberty, or impose any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty, as authorized by general law or municipal or county ordinance, unless the court provides to the accused the right to representation by a lawyer, and provides to those accused who are indigent the right to counsel at no cost to the accused. Such representation shall be subject to all applicable standards adopted by the Georgia Public Defender Council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 36-32-1 (g), which is effective January 1, 2005, provides as follows:

Any municipal court operating within this state that has jurisdiction over the violation of municipal or county ordinances or such other statutes as are by specific or general law made subject to the jurisdiction of municipal courts, and that holds committal hearings in regard to such alleged violations, must provide to the accused the right to representation by a lawyer, and must provide to those accused who are indigent the right to counsel at no cost to the accused. Such representation shall be subject to all applicable standards adopted by the Georgia Public Defender Council for representation of indigent persons in this state.
WHEREAS, O.C.G.A. § 36-2-1 (h), which is effective January 1, 2005, provides as follows:

Any municipality or municipal court may contract with the office of the circuit public defender of the judicial circuit in which such municipality is located as a means of complying with the municipality’s or municipal court’s legal obligation to provide defense counsel at no cost to indigent persons appearing before the court in relation to violations of municipal ordinances, county ordinances, or state laws.

WHEREAS, the City is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases in the courts operated by the City consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

(1) The provision by the Public Defender Office of services to the courts operated by the City;

(2) The payment by the City for the services provided by the Public Defender Office; and

(3) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars ($10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

ARTICLE 1

SERVICES AND PERSONNEL

Section 1.01 Services. The Public Defender Office agrees to provide representation to indigent persons who are defendants in courts operated by the City and who are charged with the violation of a state law or municipal or county ordinance for which upon conviction there is a possibility that a sentence of imprisonment, probation, a suspended sentence of imprisonment, or other loss of liberty or any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty may be imposed.

Sections 1.02 Personnel and Payment. The City agrees to pay the Public Defender Office for the services described in Section 1.01 in accordance with the personnel listed in Attachment A and according to the payment terms of Attachment B. The employees provided in Attachment A are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all benefits of employees in the unclassified service provided by law. These employees serve at the pleasure of the circuit public defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the City does not pay for the cost of these personnel in advance in accordance with this agreement. Attachments A and B are incorporated into this agreement by reference.
Section 1.03 Compliance with Standards. The Public Defender Office agrees to provide the representation described in this Article in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. The Public Defender Office specifically agrees to provide services to the City in the courts covered by this agreement in a manner that will comply with the requirements of O.C.G.A. § 36-32-1.

Section 1.04 Overload of cases. In the event the Public Defender Office’s caseload reaches a size that prevents the Public Defender Office from providing the representation described in this Article in a professional manner consistent with the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the City 30 calendar days written notice of its intent to suspend taking new cases pursuant to this Agreement. The provisions of Section 3.07 apply during the period of suspension. The Public Defender Office shall give the City 10 calendar days written notice of its intent to lift the suspension of taking new cases. At any time during the suspension of taking new cases up to and including the 5th calendar day after the City receives notice from the Public Defender Office of its intent to lift the suspension of the Agreement, the City may elect to terminate the Agreement by giving the Public Defender Office written notice of the termination; in which event the this Agreement shall immediately terminate subject to the provisions of Section 3.07.

ARTICLE 2

OPTIONAL PROVISIONS

(Reserved)

ARTICLE 3

MISCELLANEOUS

Section 3.01 Term. The term of this agreement is 12 months beginning July 1, 2017 and ending June 30, 2018.

Section 3.02 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as “part”) of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be in full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 3.03 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the City acknowledge that they are engaging in a new venture and that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the Parties, shall be governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The Parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.
Section 3.04 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Ocmulgee Judicial Circuit:
G.B. Moore III
Circuit Public Defender
166 Industrial Boulevard
Gray, GA 31032

City of Eatonton:
Eatonton Municipal Court
Post Office Box 3820
Eatonton, Georgia 31024

Section 3.05 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the Parties' representatives identified in Section 3.04 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the contract. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement.

Section 3.06 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the City), is reduced during the term of this agreement, the Public Defender may make financial and other adjustments to this agreement and notify the City accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in city funds by the person designated in Section 3.04 to receive notices for the City is conclusive. The City shall promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 3.07. In lieu of terminating this Agreement, the City and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 3.05.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. “Cause” shall mean a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the City no later than 30 days after the effective date of written notice of termination and the City shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 3.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this contract.
(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

Section 3.07 Cooperation in transition of services. (a) At the beginning of the agreement. The City agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) During or at the end of the agreement. The Public Defender Office agrees upon suspension, termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the City to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Public Defender Office where appropriate or required by law, court rules, or the State Bar of Georgia ethical standards or the facilitation of the transfer to the City of the client records. The City agrees to compensate the Public Defender for all post-suspension, post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The City shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination or expiration of this agreement.

Section 3.08 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The Parties agree to reconcile expenditures against advances of funds within 30 calendar days of termination of this agreement.

Section 3.09 Implementation. The City and the Public Defender Office agree that although this agreement is effective July 1, 2017, the City and the Public Defender Office may agree to incur costs and expend funds necessary to prepare for and phase-in full implementation of this agreement on July 1, 2017. This Section is effective upon the execution of this agreement.

Section 3.10. Time is of the essence
IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures the day and year first written above.

ATTEST:

City of Eatonton

BY: ____________________________

Signature

Title

ATTEST:

Circuit Public Defender

BY: ____________________________

Signature
Circuit Public Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: ____________________________

Signature
Director
Resolution to Amend Chapter 18 of the Code of Ordinances by Adding Sec. 18-2
(Garage sales, yard sales, and rummage sales)

BE IT RESOLVED, that Chapter 18 of the Code of Ordinances, City of Eatonton, Georgia
is amended by adding Sec. 18-2 (Garage sales, yard sales, and rummage sales), which
section shall read as follows:

Sec. 18-2. Garage sales, yard sales, and rummage sales.
Sales commonly known as garage sales, yard sales, or rummage sales, conducted on
residential property, shall be subject to the following rules and regulations:

(1) Such sales shall be conducted only by the owner or tenant of the residential
property used or with the express written permission of the property owner.

(2) Such sales shall be allowed a maximum of three times during a calendar year on
one residential lot. No individual sale shall be conducted for a longer period than
72 hours consecutively.

(3) No wares, goods, or merchandise shall be advertised or offered for sale, or swap,
or given away, except goods, wares, and merchandise previously owned by the
sellers.

(4) No goods, wares, or merchandise shall be purchased by the owner or tenant for
the purpose of selling, swapping, or giving away same at such a sale.

(5) Any person desiring to conduct such a sale shall notify the city clerk no later than
12:00 noon of the day preceding the sale. The city clerk, or designated agent, shall
issue a permit to the person to conduct a sale upon the payment of a permit fee as
fixed from time to time by the city council if the applicant otherwise meets the
requirements of this section. This fee shall be in lieu of any other fees or business
taxes in this Code.

(6) It shall be unlawful for any person to conduct a garage sale, yard sale, or
rummage sale without first obtaining a permit as described herein, or in such a
manner as to violate any of the provisions of this section, and the city
administrator, or his/her designee, is authorized and directed to enforce the
provisions of this section.

(7) Religious and charitable organizations exempt from federal taxation pursuant to
section 501(c)(3) of the Internal Revenue Code may conduct yard sales on the
property of the organization or at other locations within the City with the express
written permission of the property owner without obtaining a permit required by
paragraph (6) of this section.

(8) Any violation of the provisions of this Section shall be punished as prescribed by
Section 1-12.

(9) Each day's violation of this section shall be considered a separate offense.
APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 21st day of August, 2017.

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

ATTEST:

Clerk, City of Eatonton, Georgia
CHAPTER 18. BUSINESSES
Sec. 18-2. Garage sales, yard sales, and rummage sales.

Sales commonly known as garage sales, yard sales, or rummage sales, conducted on residential property, shall be subject to the following rules and regulations:

(1) Such sales shall be conducted only by the owner or tenant of the residential property used or with the express written permission of the property owner.

(2) Such sales shall be allowed a maximum of three times during a calendar year on one residential lot. No individual sale shall be conducted for a longer period than 72 hours consecutively.

(3) No wares, goods, or merchandise shall be advertised or offered for sale, or swap, or given away, except goods, wares, and merchandise previously owned by the sellers.

(4) No goods, wares, or merchandise shall be purchased by the owner or tenant for the purpose of selling, swapping, or giving away same at such a sale.

(5) Any person desiring to conduct such a sale shall notify the city clerk no later than 12:00 noon of the day preceding the sale. The city clerk, or designated agent, shall issue a permit to the person to conduct a sale upon the payment of a permit fee as fixed from time to time by the city council if the applicant otherwise meets the requirements of this section. This fee shall be in lieu of any other fees or business taxes in this Code.

(6) It shall be unlawful for any person to conduct a garage sale, yard sale, or rummage sale without first obtaining a permit as described herein, or in such a manner as to violate any of the provisions of this section, and the city administrator, or his/her designee, is authorized and directed to enforce the provisions of this section.

(7) Religious and charitable organizations exempt from federal taxation pursuant to section 501(c)(3) of the Internal Revenue Code may conduct yard sales on the property of the organization or at other locations within the City with the express written permission of the property owner without obtaining a permit required by paragraph (6) of this section.

(8) Any violation of the provisions of this Section shall be punished as prescribed by Section 1-12.

(9) Each day's violation of this section shall be considered a separate offense.

(Added text is shown by underline.)
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to specify the allocation of Hotel-Motel Excise Tax proceeds collected pursuant to O.C.G.A. § 48-13-51(b)(2) and for other purposes.

WHEREAS, the Council of the City of Eatonton, under the Constitution and Laws of the State of Georgia, may enact an excise tax on the use of hotels and motels within the boundaries of Eatonton, Georgia; and

WHEREAS, the Council of the City of Eatonton determined that it was in the best interest of the citizens of Eatonton, Georgia to enact such excise tax for the promotion of tourism within the City and for other purposes; and

WHEREAS, such rate of the tax has been set at 8 percent of the charge for the furnishing for value to the public of any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the municipality for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly or periodically furnished for value.

BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that the proceeds of the hotel-motel excise tax shall be re-allocated as follows:

i. 5% shall be allocated for the purpose of promoting tourism, conventions, and trade shows within the City of Eatonton.
ii. 3% shall be allocated to the general fund of the City of Eatonton.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are repealed to the extent of the conflict.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia this 21st day of August, 2017.

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

ATTEST:

__________________________
Clerk, City of Eatonton, Georgia
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to adopt a balanced budget for City Fiscal Year 2018 and for other purposes.

WHEREAS, the Official Code of Georgia Title 36, Chapter 81, Section 3 requires cities to establish, adopt and operate within a balanced budget; and

WHEREAS, the Board of Council of the City of Eatonton, Georgia has carefully examined the proposed budget for sources and appropriations of funds; and

WHEREAS, the Board of Council has duly advertised such budget and allowed for citizen input in open forum before the Board of Council.

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 on this 21st day of August, 2017.

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

ATTEST:

Clerk, City of Eatonton, Georgia
In accordance with O.C.G.A. §36-81, the City of Eatonton proposes the following budget for fiscal year 2017-2018. The City's fiscal year begins on September 1 and concludes on August 31 of the following year. A PUBLIC HEARING will be held on August 1, 2017 at 6:45 PM to allow citizen input in this process. The hearing will be held in the Putnam County Commissioners’ Meeting Room #203, located at 117 Putnam Drive, Eatonton, GA 31024. A copy of the budget is available at City Hall, located at 201 North Jefferson Avenue, Eatonton, GA 31024. The budget is scheduled for adoption at the regular City Council meeting on Monday, August 21, 2017 at 7:00 PM.

### CITY OF EATONTON BUDGET

#### PLANNED EXPENDITURES

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### ANTICIPATED REVENUES

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