1. 7:00 PM Call to Order

2. Invocation: Councilman James Gorley

3. Approval of Minutes: Attachment #1

4. Public Comments:

   Reading of Rules for Public Comments:

5. Old Business:

   A.

6. New Business:

   A. Discussion and Possible Action Regarding the 2016 Indigent Defense Services Agreement Attachment #2

   B. Discussion and Possible Action Regarding City Welcome Signs

   C. Proposed Lease Agreement Between the Eatonton-Putnam Arts Foundation and the City of Eatonton for Space to Operate the Senior Citizens Program Attachment #3

   D. Proposed Lease Agreement Between the Eatonton-Putnam Arts Foundation and the City of Eatonton for Certain Property (Parcel B-1) Attachment #4
7. Committees Report:
   - Finance and Personnel – Council Member Harvey C. Walker, Jr.
   - Public Utilities – Council Member Alvin Butts
   - Street, Building 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 18, 2015 at 7:00 pm  
Eatonton City Hall, 201 North Jefferson Avenue, Eatonton, Georgia 31024

Elected Officials Present:
Mayor John Reid  
Mayor Pro-Tem Harvey (Chip) Walker, Jr.  
Councilman Alvin Butts  
Councilwoman Teresa Doster  
Councilman James A. Gorley  
Councilman Charles R. Haley  
Councilman William Mangum, Jr.  
Councilwoman Alma Stokes

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

Mayor John Reid called the Council meeting to order at 7:00 P.M.  
Councilwoman Teresa Doster called for a Moment of Silence for the Invocation.  
Motion was made by Butts and seconded by Stokes to adopt the minutes from last meeting with any necessary corrections. Motion carried by a vote of 7-0.

Mayor Reid asked that a d be added to the word change on page 2, in the second paragraph of the minutes.

Public Comments:  
Motion was made by Doster and seconded by Stokes to hear from those wishing to speak. Motion carried by a unanimous vote of 7-0.

William Kent Lawrence- Zoning  
Charlotte Croom – Zoning  
Lamar Lawrence- Zoning

Mayor Reid advised that Mr. Lawrence is on the Agenda tonight for zoning and all who have signed in for zoning would be recognized and allowed to speak at that time.

New Business:

Mrs. Carrie Vanderver, Eatonton Main Street Director/Project Manager presented the following report:
Attended GDEcD Leadership program, April 21. Final session tomorrow.

Maintaining weekly blog posts on website and sharing through social media. Please follow and like us on Facebook, Instagram and Twitter. The more likes and shares we get the more further reach Eatonton will have.

May 28 - Main Street and Historic Preservation Commission hosting event for National Historic Preservation Month. 6:00 at Plaza Arts Center Banquet Room. Joe Smith, Architect on library renovation, speaking on importance of historic preservation in Eatonton and discussing the library project. Refreshments provided.

June 4 - Main Street holding its first quarterly round table discussion, based off conversation topics from our January Town Hall Meeting. 5:30pm, Plaza Arts Center Banquet Room. Topic: Community Events

Fifth Friday in the Briar Patch
2015: 5/29, 7/31 & 10/30
Downtown Eatonton
Music on the Courthouse Square. Movie in October.
Specials and Extended Hours in participating businesses
Cash Prize Scavenger Hunt in participating businesses

Movies in the Briar Patch
2015: Sat 6/13, Sat 7/11, Fri 10/30
Courthouse Square
See attached flier for details

Thursday, August 6:
5:30 PM
Round Table Discussion: Pop-up Retail
The Plaza Arts Center Banquet Room

The Main Street design committee is going to plan a date in June to assist with the Briar Patch Art Council's Manhole Cover project. We will be cleaning off the remaining designated covers for this project and priming them. Afterward we will announce a week-long event (September 28 - October 3) in which artists will be completing the manhole cover paintings and people are encouraged to come watch them working. More details to come on this!
Saturday, October 31:
10:00 AM - 4:00 PM
Briar Patch Arts Festival
Courthouse Square
NEW FESTIVAL LOGO -->

Thursday, October 8:
5:30 PM
Round Table Discussion: Lighter, Quicker, Cheaper - Downtown Beautification
The Plaza Arts Center Banquet Room

Friday, November 20:
5:00 PM - 8:00 PM
Merchants Christmas Open House
Specials and Extended Hours in participating businesses
Luminaries lining the streets
Carolining

Saturday, November 21:
Regular Business Hours
Merchants Christmas Open House
Specials in participating businesses
Carolining

Saturday, November 28
Small Business Saturday
Specials in participating businesses

Saturday, December 5
Christmas in the Briar Patch
3:00 PM - 8:00 PM
Craft Festival on Courthouse Lawn
Light Up the Night Christmas Parade @ 6:00 PM
Photos with Santa and Caroling after Parade
Specials and Extended Hours in participating businesses

The Businesses of Downtown Eatonton & Eatonton Main Street Present
5TH FRIDAY
IN THE BRIAR PATCH
The Fun Begins at 5:30 P.M.
Specials, Entertainment & Cash Prize Scavenger Hunt
www.eatontonmainstreet.com 706-794-1750
May 29, July 31 & October 30

The Businesses of Downtown Eatonton & Eatonton Main Street Present
5TH FRIDAY
IN THE BRIAR PATCH
The Fun Begins at 5:30 P.M.
Specials, Entertainment & Cash Prize Scavenger Hunt
www.eatontonmainstreet.com 706-794-1750
May 29, July 31 & October 30
Historic Preservation – Request by Jeffery and Rachel Lewis for a Certificate of Appropriateness at 419 North Madison Avenue Attachment #2
Motion was made by Doster and seconded by Haley to accept and approve the recommendation from the Historic Preservation Commission in approving the request made by Jeffery and Rachel Lewis for a Certificate of Appropriateness at 419 North Madison Avenue for installation of a fence in the backyard. Motion carried by a unanimous vote of 7-0.

Historic Preservation – Request by M. L. and Gale Prince for a Certificate of Appropriateness at 407 North Madison Avenue Attachment #3
Motion was made by Walker and seconded Gorley to accept and approve the recommendation from the Historic Preservation Commission in approving the request made by M. L. and Gale Prince for a Certificate of Appropriateness at 407 North Madison Avenue to add a 12x9 foot addition on the back right side of the house for a laundry/mud room. Motion carried by a unanimous vote of 7-0.

Proposed Resolution to allow a Temporary Alcoholic Beverage Pouring License Attachment #4
Motion was made by Stokes and seconded by Doster to approve the Proposed Resolution to allow a Temporary Alcoholic Beverage Pouring License for the Masonic Lodge #170 and for other purposes. Motion carried by a vote of 6-0. Councilman James Gorley abstained.

Proposed Resolution to Approve a Revolving Loan (RLF) to Brown Dog Restaurants, LLC Attachment #5
City Administrator Sanders advised receiving an application from Adam Smith d/b/a (Smith’s Coastal Grill) Brown Dog Restaurants for a second Revolving Loan in the amount of $10,000. The Revolving Loan Committee reviewed the application and approved the request for a term of 10 years at 5% interest. The Loan is for the building capital and equipment. City Attorney Huskins asked Council to modify the loans by combining the first loan of $50,000.00 with this request for an addition $10,000 for total $60,000 in Revolving Funds with the term of 5% interest for 10 years. Council was advised Smith placed 2 Life Insurance Policies valued at $50,000, 1 diamond ring, a vehicle title and $20,000 of equipment as collateral to secure the loan.

Motion was made by Doster and seconded by Walker to approve the Resolution and amend the existing loan by consolidating the $50,000 and the $10,000 Revolving Loan and authorize the Mayor to sign such loan agreement. Motion carried by a unanimous vote of 7-0.

**Election of GMA District 6 Officers Attachment #6**

Motion was made by Walker and seconded by Mangum to approve the slate of officers nominated as GMA’s District 6 Officers for 2015-2016. Motion carried by a unanimous vote of 7-0.

The following City officials nominated as GMA’s District 6 Officers for 2015-2016
President: Randall Walker, Councilmember, Perry  
First Vice President: Dr. Collinda Lee, Mayor Pro Tem, Milledgeville  
Second Vice President: Cameron Andrews, Councilmember, Centerville  
Third Vice President: Barbara Williams, Mayor, Fort Valley

**Proposed Resolution to Authorize the Mayor to sign a Work Detail Agreement with the Georgia Department of Corrections Attachment #7**

Motion was made by Gorley and seconded by Mangum to approve the Proposed Resolution and authorized Mayor Reid to sign a Work Detail Agreement with the Georgia Department of Corrections for the State Fiscal Year 2016. Motion carried by a unanimous vote of 7-0.

*(Term of this agreement is for 2 details @ $39,500.00 each).*

Mayor Reid talked about opening the old Putnam Prison facility that was purchased as surplus property from the State. Reid advised talking to another elected official in reference to housing prisoners and was advised some new cities in the Atlanta area sends their prisoners to jail facilities in other towns and have decided to not build jails. Reid advised he would do more research on housing prisoners but the City’s first step is to have abatement done to remove the lead based paint and asbestos; funds were allocated for this in the 2014-15 budget.
Zoning
1. Request by William Kent Lawrence to Rezone 2 Acres on 792 Madison Road from R-2 to C-2 Attachment # 8

Motion was made by Mangum and seconded by Doster to accept and approve the recommendation from the City of Eatonton Planning and Zoning Commission to approve the request made by William Kent Lawrence to rezone 2 acres on 792 Madison Road from R-2 to C-2. Motion carried by a unanimous vote of 7-0.

2. Request by William Kent Lawrence to Rezone 1 Acre on 796 Madison Road from R-2 to C-2 Attachment # 9

Motion was made by Mangum and seconded by Walker to accept and approve the recommendation from the City of Eatonton Planning and Zoning Commission to approve the request made by William Kent Lawrence to rezone 1 acre on 796 Madison Road from R-2 to C-2. Motion carried by a unanimous vote of 7-0.

Committees Reports
Motion was made by Walker and seconded by Haley to pay the bills if and when funds become available. Motion carried by a unanimous vote of 7-0.

Councilwoman Stokes advised the American Legion Auxiliary would have poppies; all donations are given to help disabled veterans. Stokes reminded Council to attend the Memorial Day event planned at the Memorial Wall on Monday, May 25, at 11:00 AM.

William Kent Lawrence, Chief of Police, advised his trip to Washington DC to see Officer Noel Hawk’s name placed on the Memorial Wall in Washington went well and the Police Department officers and staff will attend a Public Safety Memorial Ceremony on Wednesday, May 20th, 2015 at 3:00 pm at the Georgia Public Safety Training Center in Forsyth to see Officer Noel Hawks’ name placed on their Memorial Wall. The Honorable Nathan Deal, Governor will deliver the Keynote address. Lawrence advised all is welcome to attend the ceremony and to let him know; he and staff will depart Eatonton at 12:15 pm.

Chief Lawrence advised Thursday, May 21st is Celebrating Patriotism Day. The event will be held on the Courthouse lawn at 7 p.m. and Monday, May 25th is the Memorial Day Celebration which will be held at the Veteran Memorial Wall at 11:00 a.m. the Police Honor Guard will give a 21-gun salute at both of these events.

City Administrator Gary Sanders presented the following report to City Council: The solicitation for bids for the preparation of meals for the congregate meal program is now running in the Eatonton Messenger. The bid period concludes at 10:00 a.m. on Monday, June 8, 2015. Bid packages are available for pickup at City Hall.
The heat pump condenser that comforts the museum and offices at the Plaza has gone bad and is in the process of being replaced. Oconee Climate Control performs their maintenance and is making the replacement.

This year's Community Cleanup will be held next week, May 25-29. Citizens are encouraged to do what they can to beautify their yards by cutting grass, trimming bushes, and removing yard debris. Those with residential garbage service accounts may also dispose of their old appliances, furniture, general trash and debris by placing these items near the curb. We are also asking that citizens not put out bulk trash items and yard debris for collection during the week of June 1-5, 2015 (the Week before the Dairy Festival).

I will attend the final session of the Economic Development Academy tomorrow in Smarr from 8:30 AM – 3:30 PM.


Mayor Reid asked if there was any other business to be conducted for the good of the City. There being no further business, motion was made by Walker and seconded by Haley to adjourn. Motion carried by a unanimous vote of 7-0.

______________________________
John Reid, Mayor

ATTEST:

______________________________
Sarah E. Abrams, City Clerk
INDIGENT DEFENSE SERVICES AGREEMENT
BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE
OCMULGEE JUDICIAL CIRCUIT AND
THE GOVERNING AUTHORITY OF THE CITY OF EATONTON

THIS AGREEMENT is entered into this______ day of _________ 2015, 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, 2015 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 Standards 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 Standards 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 Standards 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.

Section 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 Standards 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 Standards 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, 2015 and ending June 30, 2016.

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:
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 Standards 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, 2015, 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, 2015. 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: ________________
Title

ATTEST: Ocmulgee Judicial Circuit Public Defender Office

BY: ________________
Circuit Public Defender

ATTEST: Consented to:

Georgia Public Defender Standards Council

BY: ________________
Signature
Director
## COUNTY FUNDED - Public Defender and Assistants

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<td></td>
<td>*</td>
<td>$1,824.14</td>
<td>*</td>
<td>$2,376.15</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>*</td>
<td>$486.44</td>
<td></td>
<td>*</td>
<td>$5,837.24</td>
<td>*</td>
<td>$6,323.68</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
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<td>$273.62</td>
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<td>*</td>
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<tr>
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<tr>
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<td>$31,200.00</td>
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<td>Professional Services</td>
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<td>$2,376.15</td>
</tr>
<tr>
<td>Telecommunications (GTA)</td>
<td>*</td>
<td>$194.57</td>
<td></td>
<td>*</td>
<td>$2,334.90</td>
<td>*</td>
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<tr>
<td>Telecommunications (AT&amp;T, etc.)</td>
<td>*</td>
<td>$652.90</td>
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<td>*</td>
<td>$82,837.68</td>
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## COUNTY FUNDED - Office Expenditures

<table>
<thead>
<tr>
<th>Name</th>
<th>Per Month</th>
<th>Annual</th>
</tr>
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<td>Telecommunications (AT&amp;T, etc.)</td>
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<td>$652.90</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
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<td>$5,602.90</td>
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## TOTAL EXPENDITURES

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<tr>
<th>Personnel</th>
<th>Operating</th>
</tr>
</thead>
<tbody>
<tr>
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<td>79,650.37</td>
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</table>

Total Personnel (without $74,287.20 offset) $450,504.73
Total Operating Contract $524,791.93

## BREAKDOWN BY COUNTY

### Monthly

<table>
<thead>
<tr>
<th>County</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Gray</td>
<td>$291.67</td>
</tr>
<tr>
<td>City of Etowah</td>
<td>$250.00</td>
</tr>
<tr>
<td>City of Gordon</td>
<td>$333.33</td>
</tr>
<tr>
<td>City of Union Point</td>
<td>$333.33</td>
</tr>
<tr>
<td>Baldwin</td>
<td>$28,16%</td>
</tr>
<tr>
<td>Greene</td>
<td>$528.76</td>
</tr>
<tr>
<td>Hancock</td>
<td>$8,56%</td>
</tr>
<tr>
<td>Jasper</td>
<td>$7,66%</td>
</tr>
<tr>
<td>Jones</td>
<td>$11.00%</td>
</tr>
<tr>
<td>Morgan</td>
<td>$13.00%</td>
</tr>
<tr>
<td>Putnam</td>
<td>$13.00%</td>
</tr>
<tr>
<td>Wilcoxson</td>
<td>$10.89%</td>
</tr>
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</table>

### Annual

<table>
<thead>
<tr>
<th>County</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Gray</td>
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</tr>
<tr>
<td>City of Etowah</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>City of Gordon</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>City of Union Point</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Baldwin</td>
<td>$18,542.00</td>
</tr>
<tr>
<td>Greene</td>
<td>$5,077.00</td>
</tr>
<tr>
<td>Hancock</td>
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<tr>
<td>Jasper</td>
<td>$46,794.83</td>
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<tr>
<td>Jones</td>
<td>$107,826.33</td>
</tr>
<tr>
<td>Morgan</td>
<td>$60,133.55</td>
</tr>
<tr>
<td>Putnam</td>
<td>$85,119.16</td>
</tr>
<tr>
<td>Wilcoxson</td>
<td>$32,198.78</td>
</tr>
</tbody>
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**CIRCUIT WIDE TOTAL:** $626,955.82

## BREAKDOWN BY COUNTY (Personnel)

### Monthly

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<thead>
<tr>
<th>County</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Gray</td>
<td>$291.67</td>
</tr>
<tr>
<td>City of Etowah</td>
<td>$250.00</td>
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<tr>
<td>City of Gordon</td>
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<tr>
<td>City of Union Point</td>
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<tr>
<td>Baldwin</td>
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<tr>
<td>Greene</td>
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<tr>
<td>Hancock</td>
<td>$8,56%</td>
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<tr>
<td>Jasper</td>
<td>$7,66%</td>
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<tr>
<td>Jones</td>
<td>$11.00%</td>
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<tr>
<td>Morgan</td>
<td>$13.00%</td>
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<tr>
<td>Putnam</td>
<td>$13.00%</td>
</tr>
<tr>
<td>Wilcoxson</td>
<td>$10.89%</td>
</tr>
</tbody>
</table>

### Annual

<table>
<thead>
<tr>
<th>County</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Gray</td>
<td>$3,500.00</td>
</tr>
<tr>
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<tr>
<td>City of Gordon</td>
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<tr>
<td>Baldwin</td>
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<td>Greene</td>
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<tr>
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<tr>
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**CIRCUIT WIDE TOTAL:** $51,746.32

## BREAKDOWN BY COUNTY (Operating)

### Monthly

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<th>County</th>
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### Annual

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**CIRCUIT WIDE TOTAL:** $5,827.01

## OFFSET FUNDS

<table>
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<th>Amount</th>
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<td>City of Etowah</td>
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<tr>
<td>City of Gordon</td>
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<tr>
<td>Putnam</td>
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Total: $74,287.20

*Includes salary, benefits and 5% admin fee*
Ocmulgee Judicial Circuit

ATTACHMENT B – Personnel & Operating Expenditures

City of Eatonton

July 1, 2015 – June 31, 2016

The City agrees to pay the Public Defender Office $3,000.00 in 12 monthly installments of $250.00. Installments are due to the Georgia Public Defender Standards Council (GPDSC) on the 15th of the preceding month beginning on June 15, 2015. Invoices will be sent to the following address:

____________________

____________________

____________________

Installments will be paid directly to GPDSC at the following address:

GPDSC
Attn: Jason Ring
104 Marietta Street
Suite 200
Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the personnel servicing the court.

These employees will provide legal representation to indigent defendants in City Court.

The City of Eatonton remains responsible for the cost of providing legal representation by an attorney who is not an employee of the Public Defenders Office in cases where the Circuit Public Defender determines that there may be a conflict of interest.
STATE OF GEORGIA
COUNTY OF PUTNAM

LEASE AGREEMENT

This Lease Agreement, made as of the ____ day of ____________, 2015, by and between The Eatonton-Putnam Arts Foundation, Inc. hereafter referred to as "Landlord," and the City of Eatonton, hereafter referred to as "Tenant,"

WITNESSETH,

That for and in consideration of the mutual covenants and promises set forth herein, Landlord and Tenant agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions set forth herein, that certain property (the "Premises") shown as “Senior Program (Approx 5,408 sq ft)” on that diagram attached hereto as Exhibit “A” and incorporated herein by reference.

2. Term. This lease shall commence on ________________, 2015 and end at midnight on ________________, unless extended or sooner terminated as hereinafter provided.

3. Rent. Tenant agrees to pay to Landlord as rent for the Premises the sum of $1.00 per year. The first payment shall be made at the time this lease is signed.

4. Use of the Premises

The Tenant shall only use the Premises for the Eatonton-Putnam Senior Congregate Program and Meals on Wheels Program. If the Tenant fails to use the Premises for both the Eatonton-Putnam Senior Congregate Program and Meals on Wheels Program for more than 60 days, this sublease shall automatically terminate.

Any subletting without the prior written consent of Landlord shall be void and at
Landlord’s option, terminate the lease. Any sublease shall be subject to all terms of this Lease Agreement and any rights sublessee may have hereunder shall terminate with this Lease.

5. **Maintenance, Repairs and Landscaping.** Tenant is responsible for any and all repairs and maintenance both inside and outside of the Premises.

6. **Structural Changes, Alterations or Improvements.** With Landlord’s written consent, Tenant may alter, add to, or improve the premises at the Tenant’s expense.

7. **Taxes.** Tenant shall pay when due state, county, and school district ad valorem property taxes during the original term of this Lease and any extension thereof, if any.

8. **Indemnity and Insurance.** Tenant will hold policies of hazard insurance and insurance for malicious mischief and vandalism on its contents on the Premises. Furthermore, Tenant shall keep in effect public liability insurance of at least $1 million dollars.

9. **Damage to Premises.** If the Premises are damaged by fire or any other cause not caused by the Tenant, and the Premises are not reasonably usable for the purposes for which it is leased, Tenant may, no later than fourteen (14) days following the damage, give Landlord Notice of Election to Terminate this lease.

10. **Utilities/Cleaning Costs.** Tenant shall pay all charges for all utilities including but not limited to water, gas, electricity, fuel, light, heat or power for the Premises. Further Tenant will be responsible for the cost of its telephones and telephone service (both local and long distance) along with the cost and maintenance of any computer services contracted by Tenant. Tenant will be responsible for any cleaning costs of the Premises.

11. **Locks and Keys.** Tenant agrees to provide a set of all keys to any door locks on the Premises to the Landlord.

12. **Smoke Free House.** Tenant agrees and acknowledges that the Premises have been designated as a smoke-free environment. No one is allowed to smoke inside any structure.
located on the Premises.

13. **Default.** If Tenant defaults in the payment of rent or in the performance of any of the covenants or conditions of this lease, Landlord will give Tenant notice of the default. If Tenant does not cure any rent default within fifteen (15) days or any other default within fifteen (15) days and proceed with reasonable diligence and in good faith to cure the default, Landlord may terminate this lease on not less than ten (10) additional days notice to Tenant.

14. **Waiver of Performance.** Either party's failure to insist on strict performance of any part of this lease, or to exercise any option, shall not be construed as a waiver of the performance in any other instance. This lease can not be changed or terminated orally.

15. **Notices.** All notices by either party shall be in writing, signed by the party making the same and shall be delivered personally or sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows:

   **To Landlord:** The Eatonton-Putnam Arts Foundation, Inc.
   Attn.: Chairman of the Board
   P.O. Box 4874
   Eatonton, GA 31024

   **To Tenant:** The City of Eatonton
   Attn.: Gary Sanders
   P.O. Box 3820
   Eatonton, GA 31024

   The date of mailing or the date of personal delivery, as the case may be, shall be the date of such notice.

16. **Time of Essence.** Time is of the essence of this agreement.

17. **Entire Agreement.** This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Tenant does agree to abide by policy's set forth by the Landlord in Exhibit B attachment. (policy statement).
18. No Representations. Neither party has made any representations or promises, other than contained in this lease or in some further writing signed by the party making the representation or promise.

19. Captions. The captions in this lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this lease or any of its provisions.

20. Lease Binding on Successors, Representatives, Heirs, and Assigns. The provisions of this lease shall apply to, bind, and inure to the benefit of Landlord and Tenant, their successors, legal representatives, heirs and assigns.

In Witness Whereof, the parties have hereunto set their hands, affixed their seals and delivered these presents in duplicate originals as of the day and year first-above written.

LANDLORD:

The Eatonton-Putnam Arts Foundation, Inc.

By: ______________________ (SEAL)

Attest: ____________________ (SEAL)

Signed, sealed and delivered in the presence of:

________________________________________
Witness

________________________________________
Notary Public,

[Signatures continued on following page.]
TENANT:

City of Eatonton

By: __________________________________________(SEAL)
Mayor, City of Eatonton

Attest: __________________________________________(SEAL)
City Clerk

Signed, sealed and delivered in the presence of:

______________________________
Witness

______________________________
Notary Public,
This is a working document subject to change. Please note dimensions are not exact.

Date: May 8, 2014

EPAF/EPSP Community Center Proposal

Approximately 11,300 Sq. Ft.
5,892 EPAF + 5,408 EPSP
September 12, 2014

The Honorable John Reid, Mayor
City of Eatonton
Post Office Box 3820
Eatonton, Georgia 31024-3820

Re: City of Eatonton
2004 RD-x-117-2-3030 Continued Use

Dear Mayor Reid:

Our Department is in receipt of the City's Updated 2014 Repurposing Request, dated August 14, 2014, for the aforementioned grant. We appreciate the City's efforts in preparing the updated request and are approving the request with the following conditions and provisions:

(A) The Eatonton-Putnam Arts Foundation (EPAF) will only house EPAF programs in the DCA-funded Enrichment Center that have been documented to collectively benefit at least 51% low- to moderate-income (LMI) people. The documentation must meet DCA standards and will be held locally for inspection by DCA. DCA accepts the LMI documentation regarding the ASAP After School Arts Program, allowing use of the Enrichment Center by this program.

(B) During the next six months, EPAF will survey its other programs housed in other locations to determine whether at least 51 percent LMI people are being served. Provided EPAF adequately documents programs that collectively benefit at least 51 percent LMI people, additional EPAF programs may be moved to the Enrichment Center. Note that EPAF programs at the Enrichment Center must collectively benefit at least 51 percent LMI people exclusive of the Senior Center program.

(C) The Senior Center program will not be affected by the updated lease agreement or the EPAF proposal to "only house the ASAP After School Arts Program in the proposed Community Enrichment Center." The use of the DCA-funded facility for the senior program as approved in our letter of July 7, 2014 remains unchanged.

Based on our review of the Repurposing Request, DCA is lifting sanctions related to the Continued Use requirement with the stipulation that not later than March 31, 2015, DCA will receive an update regarding the use of the facility and the documentation of LMI benefit. DCA reserves the right to inspect all documentation related to LMI benefit and to inspect the facility at any time during the Continued Use period.
The Honorable John Reid, Mayor  
September 12, 2014  
Page Two

Our Department appreciates the efforts made by the City to fulfill the grant’s Continued Use requirements and we will provide the City additional technical assistance if requested. Should the City have questions regarding these matters, please feel free to contact me. I may be reached at either joanie.perry@dca.ga.gov or (404) 679-3173.

Sincerely,

[Signature]

Joanie Perry, Division Director  
Community Finance Division

JP/mc  
cc:  Gary Sanders, City Administrator  
Laura Mathis and Robert Smith, Middle Georgia RC  
Glenn Misner and Brent Allen, DCA
STATE OF GEORGIA
COUNTY OF PUTNAM

LEASE AGREEMENT

This Lease Agreement, made as of the 7th day of October, 2014, by and between the City of Eatonton acting by and through its Mayor and Council, hereafter referred to as "Landlord," and The Eatonton-Putnam Arts Foundation, Inc. hereafter referred to as "Tenant,"

WITNESSETH,

That for and in consideration of the mutual covenants and promises set forth herein, Landlord and Tenant agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions set forth herein, that certain property (the "Premises") shown as Parcel “B-2” containing 0.613 acre on that plat of survey prepared by James E. Smith, Jr. for the City of Eatonton and recorded on July 29, 2002 in Cabinet D, Book 27, Slide 33, Page 219 with Clerk of Superior Court of Putnam County, Georgia.

A copy of said plat is attached hereto as Exhibit “A” and incorporated herein by reference.

2. Term. The Term of Lease shall coincide with the same term as the lease Landlord has with Tenant dated October 15, 2012 for Parcel “A” on the above referenced plat and shall begin of the date of execution of this lease and end on September 30, 2022. The term of this lease will automatically renew for two (2) additional five (5) year terms unless either the Landlord or Tenant notifies the other in writing no more than sixty (60) days nor less than thirty (30) days of the end of the lease term that the lease is terminated.

3. Rent. Tenant agrees to pay, without demand, to Landlord as rent for the Premises the sum of $1.00 per year due on the first business day of each calendar year to the City Clerk at
Eatonton City Hall, or at such other place as Landlord may designate. The first payment shall be
made at the time this lease is signed and shall apply to the first year of the lease term.

4. Assignability, Subletting, City Programs.

A. Tenant is aware Landlord is currently operating a senior citizens meals and congregate
program, which Landlord will be responsible for, and will need space for the same in a portion of
the building located in Parcel “B-2”. Tenant agrees to provide adequate space for the program as
necessity may dictate. Landlord and tenant will work together to ensure reasonable
accommodations will be made for these and the programs Tenant intends to implement.
However, Landlord and Tenant agree as programs evolve or devolve said plan may be modified
such to offer the most benefit to the residents of the City of Eatonton. Tenant shall have the
responsibility of making any modifications and otherwise making accommodations for all
programs in the building. In the event of a dispute that cannot be resolved between the occupants
the matter shall come before the City Council for a final determination on the issue.

Tenant shall be allowed to sublet the premises, or a portion thereof, to any other entity
only with the Landlord’s written approval.

EPAF will only house EPAF programs in the DCA-funded Enrichment Center that have
been documented to collectively benefit at least 51% low- to moderate-income (LMI) people.
The documentation must meet DCA standards and will be held locally for inspection by DCA.
DCA has already accepted the LMI documentation regarding the ASAP After School Arts
Program, and has allowed use of the Enrichment Center by this program.

During the first six months of this lease, EPAF will survey its other programs housed in
other locations to determine whether at least 51% LMI people are being served. Provided EPAF
adequately documents programs that collectively benefit at least 51% LMI people, additional
EPAF programs may be moved to the Enrichment Center. EPAF programs at the Enrichment
Center must collectively benefit at least 51% LMI people exclusive of the Senior Center
program.

The Senior Center program will not be affected by the updated lease agreement or the EPAF proposal to “only house the ASAP After School Arts Program in the proposed Community Enrichment Center.” The use of the DCA-funded facility for the senior program was approved by DCA July 7, 2014 and that approval remains unchanged as of September 12, 2014.

B. Any subletting without the prior written consent of Landlord shall be void and at Landlord’s option, terminate the lease. Any sublease shall be subject to all terms of this Lease Agreement and any rights sublessee may have hereunder shall terminate with this Lease.

5. **Maintenance, Repairs and Landscaping**.

A. Landlord will, at Landlord’s sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair them during the term of this Lease. Landlord’s responsibility for repairs or replacement, if necessary, shall include but not be limited to the exterior of the building, roof, the security system, all electrical systems, mechanical systems, heating and air conditioning systems and plumbing systems.

B. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the Premises, or the failure of any of the Landlord’s appliances or mechanical systems. Landlord agrees to make the necessary repairs in a timely manner. Tenant is to take reasonable actions to mitigate further damage to the facility, interior damage and damage to the furnishings.

6. **Right of Inspection.** Landlord and Landlord’s agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Premises for the purpose of inspecting the Premises and/or making any repairs to the Premises or item as required under this Lease.

7. **Utilities.** Landlord shall be responsible for paying the following utilities: water, sewer, electricity and natural gas.
8. **Insurance.** Landlord agrees to provide insurance coverage for the Premises and Tenant to the extent the same is already provided by any policies Landlord now holds or will hold in the future and to the extent it does not prejudice Landlord’s rights hereunder.

9. **Renovations.** Tenant shall have the right to modify, remove or install any interior components. Structural renovations including but not limited to walls and flooring within the building must receive written permission from the City Administrator. All renovations must adhere to strict building codes at the time of the renovation. Upon the expiration or termination of the Lease, Tenant shall have the right to remove all items installed at the expense of Tenant that are not considered to be fixtures.

10. **Locks and Keys.** Tenant agrees to provide a set of all keys to any exterior door locks on the Premises to the City Clerk.

11. **Smoke Free House.** Tenant agrees and acknowledges that the Premises have been designated as a smoke-free environment. No one is allowed to smoke inside any structure located on the Premises.

12. **Severability.** If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect.

13. **Governing Law.** It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

14. **Effect of Conflict with Law.** In the event that any provision of this Lease is found to be in conflict with the laws of the State of Georgia or any applicable law or regulation and such provision is found to be null and void, the conflict shall affect only the provision found to be in conflict with the law. All other provisions shall remain in full force and effect to the extent that they can be given effect without the void provision of the Lease, and to this end the provisions of this Lease are severable.

15. **Waiver of Performance.** Either party’s failure to insist on strict performance of any
part of this lease, or to exercise any option, shall not be construed as a waiver of the performance
in any other instance. This lease can not be changed or terminated orally.

16. Notices. All notices by either party shall be in writing, signed by the party making
the same and shall be delivered personally or sent by certified or registered United States mail,
return receipt requested, postage prepaid, addressed as follows:

To Landlord: The City of Eatonton
   Attn.: Gary Sanders
   P.O. Box 3820
   Eatonton, GA 31024

To Tenant: The Eatonton-Putnam Arts Foundation, Inc.
   Attn.: Mylle Mangum
   305 North Madison Avenue Eatonton, GA 31024

The date of mailing or the date of personal delivery, as the case may be, shall be the date
of such notice.

17. Time of Essence. Time is of the essence of this agreement.

18. Entire Agreement. This Lease contains the entire agreement of the parties and no
representations, inducements, promises or agreements, oral or otherwise, between the parties not
embodied herein shall be of any force or effect.

19. No Representations. Neither party has made any representations or promises, other
than contained in this lease or in some further writing signed by the party making the
representation or promise.

20. Captions. The captions in this lease are included for convenience only and shall not
be taken into consideration in any construction or interpretation of this lease or any of its
provisions.
21. **Lease Binding on Successors, Representatives, Heirs, and Assigns.** The provisions of this lease shall apply to, bind, and inure to the benefit of Landlord and Tenant, their successors, legal representatives, heirs and assigns.

In Witness Whereof, the parties have hereunto set their hands, affixed their seals and delivered these presents in duplicate originals as of the day and year first-above written.

**LANDLORD:**

City of Eatonton

By: [Signature] (SEAL)
Mayor, City of Eatonton

Attest: [Signature] (SEAL)
City Clerk

Signed, sealed and delivered in the presence of:

Witness

Notary Public

**TENANT:**

THE EATONTON-PUTNAM ARTS FOUNDATION, INC.

By: [Signature] (SEAL)
Attest: [Signature] (SEAL)

Signed, sealed and delivered in the presence of:

Witness

Notary Public,
LEASE AGREEMENT

This Lease Agreement, made as of the ___ day of ____________, 2015, by and between the City of Eatonton acting by and through its Mayor and Council, hereafter referred to as "Landlord," and The Eatonton-Putnam Arts Foundation, Inc. hereafter referred to as "Tenant,"

WITNESSETH,

That for and in consideration of the mutual covenants and promises set forth herein, Landlord and Tenant agree as follows:

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions set forth herein, that certain property (the "Premises") shown as Parcel “B-1” containing 1.152 acres on that plat of survey prepared by James E. Smith, Jr. for the City of Eatonton and recorded on July 29, 2002 in Cabinet D, Book 27, Slide 33, Page 219 with Clerk of Superior Court of Putnam County, Georgia.

   A copy of said plat is attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** The Term of Lease shall be concurrent with that Lease between Landlord and Tenant for that Property shown as “B-2” on the above-referenced plat.

3. **Rent.** Tenant agrees to pay, without demand, to Landlord as rent for the Premises the sum of $1.00 per year due on the first business day of each calendar year to the City Clerk at Eatonton City Hall, or at such other place as Landlord may designate. The first payment shall be made at the time this lease is signed and shall apply to the first year of the lease term.

4. **Additional Property.** Landlord also agrees to provide nine parking places adjacent to Parcel B-2 for the use of said Parcel.
5. Assignability, Subletting.

A. Tenant shall be allowed to sublet the premises, or a portion thereof, to any other entity only with the Landlord’s written approval.

B. Any subletting without the prior written consent of Landlord shall be void and at Landlord’s option, terminate the lease. Any sublease shall be subject to all terms of this Lease Agreement and any rights sublessee may have hereunder shall terminate with this Lease.


A. Landlord will, at Landlord’s sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair them during the term of this Lease. Landlord shall be responsible for landscaping on the Premises.

7. Right of Inspection. Landlord and Landlord’s agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Premises for the purpose of inspecting the Premises and/or making any repairs to the Premises or item as required under this Lease.

8. Utilities. Landlord shall be responsible for paying all utilities, including but not limited to electricity, gas, water and sewer utilities.

9. Insurance. Landlord agrees to provide insurance coverage for the Premises and Tenant to the extent the same is already provided by any policies Landlord now holds or will hold in the future and to the extent it does not prejudice Landlord’s rights hereunder.

10. Severability. If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect.

11. Governing Law. It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

12. Effect of Conflict with Law. In the event that any provision of this Lease is found to
be in conflict with the laws of the State of Georgia or any applicable law or regulation and such provision is found to be null and void, the conflict shall affect only the provision found to be in conflict with the law. All other provisions shall remain in full force and effect to the extent that they can be given effect without the void provision of the Lease, and to this end the provisions of this Lease are severable.

13. **Waiver of Performance.** Either party’s failure to insist on strict performance of any part of this lease, or to exercise any option, shall not be construed as a waiver of the performance in any other instance. This lease can not be changed or terminated orally.

14. **Notices.** All notices by either party shall be in writing, signed by the party making the same and shall be delivered personally or sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows:

   **To Landlord:** The City of Eatonton  
   Attn.: Gary Sanders  
   P.O. Box 3820  
   Eatonton, GA 31024

   **To Tenant:** The Eatonton-Putnam Arts Foundation, Inc.  
   Attn.: Mylle Mangum  
   305 North Madison Avenue  
   Eatonton, GA 31024

   The date of mailing or the date of personal delivery, as the case may be, shall be the date of such notice.

15. **Time of Essence.** Time is of the essence of this agreement.

16. **Entire Agreement.** This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

17. **No Representations.** Neither party has made any representations or promises, other than contained in this lease or in some further writing signed by the party making the
representation or promise.

18. **Captions.** The captions in this lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this lease or any of its provisions.

19. **Lease Binding on Successors, Representatives, Heirs, and Assigns.** The provisions of this lease shall apply to, bind, and inure to the benefit of Landlord and Tenant, their successors, legal representatives, heirs and assigns.

In Witness Whereof, the parties have hereunto set their hands, affixed their seals and delivered these presents in duplicate originals as of the day and year first-above written.

**LANDLORD:**

City of Eatonton

By: __________________________ (SEAL)
   Mayor, City of Eatonton

Attest: __________________________ (SEAL)
   City Clerk

Signed, sealed and delivered in the presence of:

______________________________
Witness

______________________________
Notary Public

**TENANT:**

THE EATONTON-PUTNAM ARTS FOUNDATION, INC.

By: __________________________ (SEAL)

Attest: __________________________ (SEAL)
Signed, sealed and delivered in the presence of:

Witness

Notary Public,