City of Eatonton  
Council Meeting Agenda  
June 18, 2018  
Putnam County Commissioners’ Meeting Room, #203  
117 Putnam Drive  
Eatonton, Georgia 31024  
(706) 485-3311

1. Call to Order: 7:00 PM
2. Invocation: Councilman James A. 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 on the 2018-2019 Indigent Defense Services Agreement Attachment #6A
   B. Proposed Resolution to Change the Date of the July 16, 2018 City Council Meeting Attachment #6B
   C. Proposed Resolution to Request Technical Assistance from the Middle Georgia Regional Commission in Preparing a Transportation Alternatives Program Application Attachment #6C
   D. Discussion and Possible Action on Proposed Amendment to Annual DDA Service Contract Attachment #6D
E. Proposed Resolution to Amend Chapter 30, Section 71 (Noise; creating unnecessary noise) of the Code of Ordinances Attachment #6E

F. Proposed Resolution to Amend Chapter 6, Section 37 (Noise from establishments prohibited) of the Code of Ordinances Attachment #6F

7. Zoning:

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

9. Executive Session:

10. Motion to Adjourn:
City of Eatonton Council Meeting  
June 5, 2018 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.  
Councilwoman Teresa Doster  
Councilman James A. Gorley  
Councilman Charles R. Haley  
Councilman William (Bill) Mangum, Jr.  
Councilwoman Janie B. Reid

Elected Officials Absent:  
Councilman Alvin Butts

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

Mayor Walter C. Rocker Jr. called the June 5, 2018 Council meeting to order at 7:00 PM.  

Invocation was given by Councilwoman Teresa Doster.  

Motion was made by Councilman Haley and seconded by Councilwoman Doster to approve the minutes from the May 21 Council meeting with any necessary corrections. Motion carried by a unanimous vote of 6-0. One correction was made to the minutes.
Motion was made by Councilwoman Doster and seconded by Councilman Gorley to approve the minutes from the May 31, 2018 Joint Called Meeting with the Putnam County Board of Commissioners. Motion carried by a unanimous vote of 6-0.

**Public Comments:** None

**Reading of the Rules for Public Comments:** Omitted

**Old Business:** None

**New Business:**

**Main Street Report** *Attachment #6A*

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A 501-c-3 Non-Profit Corp. Designated by the Georgia Dept. of Community Affairs for the City & County

**Report for City Council Meeting Tuesday June 5 2018 - May 2018 Recap**

**Organization**

The Main Street Board 2018 Strategic Planning meeting was held at 5:30pm on Wednesday May 30 at the Eatonton Cotton Warehouse. The number of non board members that attended exceeded last year.

Main Street Director/Project Manager is seeking to recruit new board members as the Chair Tommy Cook and Treasurer Colby Hunter have resigned.

Main Street Director/Project Manager attended Georgia Historic Preservation Division presentation at the Middle Georgia Regional Commission in Macon.

Main Street Director/Project Manager attended the Ask Me Anything Workshop regarding Downtown Development hosted by Dan McRae at the Cobb County Chamber of Commerce.

**Promotion**

The Main Director/Project Manager was heavily involved in the promotion of the Honor Flight Movie and liaised with Congressman Hice’s Office, the Plaza Arts Center, the VFW and American Legion.

The Main Street Director/Project Manager will be at the Dairy Festival taking photographs, helping with the Cruise In and liaising with visitors and vendors at the event on Saturday June 2.

Work is continuing on the Walking Tour part of the Distrx app. A launch date will be in June.

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

Economic Vitality

The Frisk Pub added an outdoor seating area to their venue.

The building containing Smith's Coastal Grill is now for sale with an asking price of $142,000.

124 W. Marion St. is now being advertised for rent. However, Briar Patch Office Products remain in situ until at least the end of June.

Summary

May saw the community participating in the Honor Flight pre-movie program. Due its size all parties hope to have an online version available for public viewing sometime in June. The Dairy Festival pre-planning was very encouraging with more organizations seeking to participate. The Main Street Director/Project Manager will be in attendance, taking photographs and helping with logistics.

Discussion and Possible Action on Authorizing the Mayor to Sign a Certificate Approving the Issuance of Revenue Bonds by the Eatonton Housing Authority Attachment #6B

Ms. Vonda Gibson, Executive Director of Eatonton Housing Authority, advised she was here to request that the City approve the issuance of Revenue Bonds by the Eatonton Housing Authority.

The issuance of the Revenue Bonds by the Authority for the benefit of the Borrower in an aggregate principal amount not to exceed $9,500,000 to assist in the financing of the renovation/rehabilitation of EHA housing stock.

Motion was made by Councilwoman Doster and seconded by Councilman Haley to authorize the Mayor to sign the Certificate approving the issuance of Revenue Bonds by the Eatonton Housing Authority. Motion carried by a unanimous vote of 6-0.

Proposed Resolution to Authorize the Mayor to Execute a Contract Change Order for the 2016 CDBG Project Attachment #6C

Motion was made by Councilman Haley and seconded by Councilwoman Doster to approve the proposed resolution and to authorize Mayor Rocker to execute a Contract Change Order for the 2016 CDBG Project between the City of Eatonton and Sellers Contracting Services to extend the contract time for the project construction by 62 days. This change order extends the construction time from 180 days to 242 days. Motion carried by a unanimous vote of 6-0.

Designation of Voting Delegate and Proxy for 2018 GMA Annual Membership Meeting Attachment #6D

Motion was made by Councilman Gorley and seconded by Councilman Haley to designate Mayor Walter C. Rocker as the Voting Delegate and Councilwoman Janie Reid as Proxy for the
2018 GMA Annual Convention Annual Membership Business Meeting. Motion carried by a unanimous vote of 6-0.

**Proposed Resolution to Authorize the Mayor to Sign Amendment #2 to the SFY 2018 Area Agency on Aging Contract Attachment #6E**
Motion was made by Councilman Haley and seconded by Councilwoman Doster to approve the proposed Resolution and authorize Mayor Rocker to sign the contract amendment between the Middle Georgia Regional Commission Area Agency on Aging and the City of Eatonton for SFY 2018 and other such supporting material as shall be necessary for the proper execution of the amendment. Motion carried by a unanimous vote of 6-0.

**Discussion and Possible Action on Authorizing the Mayor to Sign Certification for Extension of Existing Service Delivery Strategy Attachment #6F**
Motion was made by Councilman Gorley and seconded by Mayor Pro-Tem Walker to authorize Mayor Rocker to sign Certification for Extension of Existing Service Delivery Strategy. Motion carried by a unanimous vote of 6-0.

This extended the existing Service Delivery Strategy through October 31, 2018.

**Zoning: None**

**Committee Reports:**
Mayor Pro-Tem Walker expressed words of thanks to all who helped with the Dairy Festival on Saturday, June 4. Mayor Pro-Tem Walker advised next week he will hold a Finance and Personnel Committee meeting.

Motion was made by Mayor Pro-Tem Walker and seconded by Councilwoman Doster to pay the bills if and when the funds become available. Motion carried by a unanimous vote of 6-0.

Councilwoman Doster advised the Zoning and Ordinances Committee met this afternoon and will present recommendations at the next Council meeting regarding the noise ordinance.

Councilwoman Reid advised it is budget time; she suggested that the acquisition of recording equipment for Council meetings be included in the budget because it is helpful to have a backup to the minutes.

Councilwoman Reid reported trash/limbs on her street that was not picked up. She requested this be looked into.

Councilman Haley advised he concurred with Councilwoman Reid on recording the Council meetings.

Councilman Haley invited Councilmembers and the community to attend the following events that are taking place this weekend in Downtown Eatonton.
• AC/DC Cover Band Concert, Friday night 8:00 PM – 11:00 PM at the Eatonton Cotton Warehouse
• Open Mic/Poetry reading, Saturday night beginning at 7:00 PM at the FolksArt
• Meet Me at the Plaza - Outdoor Concert, Saturday, June 9 at the Plaza 7:00 PM
• Three Not-So Ordinary Joes, Sunday June 10 - Old School History Museum 3:00 PM - 5:00 PM

Councilman Gorley expressed words of thanks to the City of Eatonton Public Works Department and Public Safety employees for helping with the Annual Dairy Festival.

City Administrator Sanders advised conducting a comprehensive security analysis of the City Hall’s computers and that we will be implementing a couple of minor changes. We will also utilize secure cloud services to back-up our most important data for a nominal monthly fee.

We are reviewing and will be scheduling interviews for the vacant Payroll Clerk and Public Works General laborer positions. We will begin advertising for a mechanic's position this week.

The MGRC has completed the initial LUCA Review for the City of Eatonton. We are in the process of reviewing their results and will provide feedback by June 13.

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

Motion was made by Mayor Pro-Tem Walker and seconded by Councilman Haley to adjourn. Motion carried by a unanimous vote of 6-0.

ATTEST:

Walter C. Rocker, Jr. Mayor

_________________________________________________________
Sarah E Abrams, City Clerk
June 11, 2018

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

Re: Contract for Public Defender Services

Greetings Mr. Sanders,

Enclosed is a copy of the budget for the Ocmulgee Circuit Public Defender’s Office for FY 2019. Also enclosed is the contract for our office to handle indigent representation in the City Court of Eatonton. The contract for the 2019 fiscal year is $3,000 with monthly payments of $250. The signed contract can be returned to P.O. Box 747, Gray, Georgia, 31032.

Please let me know if further information is needed. I can be reached at (478) 445-8100.

Sincerely,

John H. Bradley
Circuit Public Defender
THIS AGREEMENT is entered into this 1st day of July 2018, 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, 2018 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.
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, 2018 and ending June 30, 2019.

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.
(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, 2018, 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, 2018. This Section is effective upon the execution of this agreement.

Section 3.10. Time is of the essence
Ocmulgee Judicial Circuit

ATTACHMENT B – Personnel & Operating Expenditures

City of Eatonton

July 1, 2018 – June 31, 2019

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 Council (GPDC) on the 15th of the preceding month beginning on June 15, 2018. Invoices will be sent to the following address:

City of Eatonton

P.O. Box 3820

Eatonton, GA 31024

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

GPDC
Attn: Jason Ring
104 Marietta Street
Suite 400
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.
### COUNTY FUNDED - Public Defender and Assistants

<table>
<thead>
<tr>
<th>Name</th>
<th>#</th>
<th>Salaries</th>
<th>FICA</th>
<th>Retirement</th>
<th>Health Insurance</th>
<th>Unemployment</th>
<th>Total</th>
<th>7.65% of Salary</th>
<th>24.66% of Salary</th>
<th>33.21% of Salary</th>
<th>Unemployment Total</th>
<th>$31 per Position Total</th>
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### COUNTY FUNDED - Public Defender Administrative

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<tr>
<th>Name</th>
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<th>Health Insurance</th>
<th>Unemployment</th>
<th>Total</th>
<th>7.65% of Salary</th>
<th>24.66% of Salary</th>
<th>33.21% of Salary</th>
<th>Unemployment Total</th>
<th>$31 per Position Total</th>
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<tr>
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### COUNTY FUNDED - Office Expenditures

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<td>Computer, Publications, &amp; Media</td>
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<tr>
<td>Supplies &amp; Materials</td>
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<td>Repairs &amp; Maintenance</td>
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<tr>
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<td>Other Operating</td>
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### TOTAL EXPENDITURES

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<td>Public Defender and Assistants</td>
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<tr>
<td>Public Defender Administrative</td>
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<tr>
<td>LESS: FY 18 Rollover</td>
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Total Personnel (without $75,466.00 offset)  $500,722.95  $576,172.93  
Total Operating Contract  $69,924.17  
Without Offset  $870,647.09  
With Offset  $646,079.09  

### BREAKDOWN BY COUNTY

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<tr>
<th>County</th>
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<tbody>
<tr>
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<td>City of Easton</td>
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### BREAKDOWN BY COUNTY (Personnel)

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<td>City of Grav</td>
<td>$275.00</td>
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<tr>
<td>City of Easton</td>
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<td>$3,000.00</td>
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<td>City of Garden</td>
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<td>City of Union Point</td>
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### BREAKDOWN BY COUNTY (Operating)

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### OFFSET FUNDS

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<td>City of Easton</td>
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<td>City of Garden</td>
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<tr>
<td>City of Union Point</td>
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<td>Baldwin</td>
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*Includes salary, benefits and 3% union fee

### ROLLER: FY 18 © FY 19

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<thead>
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<tr>
<td>City of Easton</td>
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RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to change the date of the July 16, 2018 City Council meeting and for other purposes.

WHEREAS, the City of Eatonton does, by ordinance, hold regular meetings of the City Council on the first Tuesday and third Monday of each month at 7:00 p.m.; and

WHEREAS, the third Monday of July 2018 falls on July 16, 2018; and

WHEREAS, the Mayor and Council find it necessary and desirable to reschedule this meeting due to official travel obligations of the City Clerk and City Administrator; and

WHEREAS, the City Council desires to hold its July 16, 2018 regular meeting on an alternate date.

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

THE REGULAR COUNCIL MEETING SCHEDULED FOR THE THIRD MONDAY IN JULY 2018 SHALL INSTEAD BE HELD ON MONDAY, JULY 23 AT 7:00 P.M. AT THE COMMISSIONERS’ MEETING ROOM #203, LOCATED AT 117 PUTNAM DRIVE, EATONTON, GEORGIA.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 18th day of June, 2018.

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 request technical assistance from the Middle Georgia Regional Commission in preparing a Transportation Alternatives Program application and for other purposes.

WHEREAS, the Mayor and Council of the City of Eatonton, Georgia, have found the Transportation Alternatives Program (TAP) to be a necessary and desirable funding method to enhance the aesthetics and safety of pedestrian facilities along state routes in Eatonton, Georgia; and

WHEREAS, the Department of Transportation offers funding under this program on a competitive basis to communities throughout Georgia; and

WHEREAS, the City of Eatonton desires to expand upon the beautification and safety enhancement efforts made to pedestrian facilities inside the City of Eatonton; and

WHEREAS, the Middle Georgia Regional Commission offers grant preparation assistance to member cities in the Middle Georgia Region.

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

THE MAYOR OF THE CITY OF EATONTON IS HEREBY AUTHORIZED TO REQUEST TECHNICAL ASSISTANCE FROM THE MIDDLE GEORGIA REGIONAL COMMISSION IN PREPARING AND SUBMITTING AN APPLICATION FOR A TRANSPORTATION ALTERNATIVES PROGRAM GRANT. ADDITIONALLY, THE MAYOR IS AUTHORIZED TO SIGN LETTERS AND APPLICATIONS, TO SECURE ENGINEERING ASSISTANCE AND STUDIES, AND TO SIGN OTHER SUPPORTING AND COLLATERAL MATERIAL AS SHALL BE NECESSARY FOR THE PROPER APPLICATION, ADMINISTRATION, AND FINAL DISPOSITION OF ANY GRANT SO RECEIVED UNDER THE TRANSPORTATION ALTERNATIVES PROGRAM OFFERED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION AND FEDERAL HIGHWAY ADMINISTRATION.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 18th day of June, 2018.

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

ATTEST:

Clerk, City of Eatonton, Georgia
FIRST ADDENDUM TO MEMORANDUM OF UNDERSTANDING

MOU #2017-091801

WHEREAS, on September 18, 2017, the City of Eatonton, Georgia acting by and through its elected Mayor and Council and the Eatonton Downtown Development Authority entered into a memorandum of understanding for services related to general economic development and promotion of the downtown area in Eatonton, Georgia for the period of September 1, 2017 through August 31, 2018; and

WHEREAS, the City of Eatonton now finds it necessary and desirable to amend such memorandum of understanding to reflect an additional source of funding.

NOW, THEREFORE, the City of Eatonton and the Eatonton Downtown Development Authority hereby agree to the terms of this Amendment as follows:

CITY PAYMENT TO AUTHORITY

PARA #301 of the Agreement is hereby deleted, and the following is inserted in lieu thereof:

The City will pay the Authority upon the completion and acceptance of the work an amount not to exceed $34,030.00. Included in this amount is $18,000 earmarked for the Eatonton Main Street Program. In addition, the City will remit a lump sum payment equal to 37.5% of the hotel-motel taxes collected during CFY 2018 to be disbursed to the Eatonton Main Street Program upon receipt.
SIGNATURES TO MEMORANDUM OF UNDERSTANDING ADDENDUM BETWEEN

THE CITY OF EATONTON
and
EATONTON DOWNTOWN DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

The Authority certifies by signature hereon that the named Authority is registered with the State of Georgia and may do business in the State of Georgia and that all required reports have been filed so as to ensure that the Authority is in good standing with the State of Georgia.

Authority Execution:                                      City of Eatonton:

By: ___________________________                        ___________________________
Chairperson                                            Walter C. Rocker, Jr.
Eatonton Downtown Development Authority                Mayor

Date: ____________                                      Date: ____________

Attest: ___________________________                     Attest: ___________________________
                                                    Sarah E. Abrams
                                                    City Clerk

Seal                                                   Seal
Resolution to Amend Chapter 30, Section 71
(Noise; creating unnecessary noise.)
of the Code of Ordinances

BE IT RESOLVED, that Section 30-71 of the Code of Ordinances, City of Eatonton, Georgia is amended to read as follows:

Sec. 30-71. - Noise; creating unnecessary noise.

(a) The creating of any unreasonably loud, disturbing and unnecessary noise within the limits of the city is prohibited. Noise of such character, intensity or duration as to be detrimental to the life or health of any individual, or in the disturbance of the public peace and welfare, is prohibited.

(b) The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this article, but this enumeration shall not be deemed to be exclusive:

(1) Horns. The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle, while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or, if in motion, only as a danger signal; the creation by means of any such signal device of any unreasonably loud or hash sound or the sounding of such device for an unnecessary or unreasonable period of time.

(2) Musical instruments. The playing of any radio, phonograph or any musical instrument in such a manner or with such volume, particularly between the hours of 10:30 p.m. and 7:00 a.m. on Sundays – Thursdays or 12:00 midnight and 7:00 a.m. on Fridays, Saturdays, or state holidays, as to annoy or disturb the quiet, comfort or repose of persons in any office, hospital or in any dwelling, hotel or other type of residence, or any persons in the vicinity, except this subsection shall not apply to schools of music between the hours of 7:00 a.m. and 10:00 p.m.

(3) Voices. Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 10:30 p.m. and 7:00 a.m. on Sundays – Thursdays or 12:00 midnight and 7:00 a.m. on Fridays, Saturdays, or state holidays, or at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any hospital, dwelling, hotel or other type of residence, or any persons in the vicinity.

(4) Noisy vehicle. The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in any manner as to create loud and unnecessary grating, grinding, rattling or other noise.

(5) Steam whistles. The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work, or as a warning of fire or danger, or upon request of proper city authority.

(6) Exhaus.ts. To discharge into the open air the exhaust of any stationary steam engine, stationary internal combustion engine, motor vehicle or motorboat...
engine, except through a muffler or other device which will effectively prevent loud or explosive noises from such engine or vehicle.

(7) Construction work. The erection, including excavating, demolition, alteration or repair of any building in any residential district or section, the excavation of streets and highways in any residential district or section, other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in cases of urgent necessity, and then only with a permit from the city, which permit may be granted for a period not to exceed 60 days while the emergency continues.

(8) On streets of institutions requiring quiet. The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while in session, or adjacent to any hospital, which unreasonably interferes with the workings or sessions thereof.

(9) Animals, birds. The keeping of an animal or bird which shall disturb the comfort or repose of any person in the vicinity by making long, continual or frequent noise.

(c) None of the terms or prohibitions in this section shall apply to or be enforced against:

(1) Any vehicle of the city while engaged upon necessary public business; and

(2) Excavations or repairs of bridges, streets or highways, by or on behalf of the city, county or state during the night season, when the public welfare and convenience renders it impossible to perform such work during the day; nor shall it apply to work performed by public utility companies under like conditions and circumstances, or when there is urgent necessity therefor.

(d) The prohibitions of this section shall not be applicable to any parade, celebration or performance for which a written permit has been obtained prior thereto from the city clerk.

(e) It shall be unlawful for any person, firm or corporation to operate or cause to be operated any loudspeaker or public address system, or other device for the amplification and dissemination of sound, on the streets, alleys or private premises within the corporate limits of the city, from any parked or moving vehicle or from any building or enclosure or other fixed or movable foundation, by which sound or noise is emitted or transmitted by amplification outside such building or enclosure, vehicle or other fixed or movable foundation, provided, this section shall not be construed to prohibit normal use of public address systems or loudspeakers in public meetings, parades, athletic activities or other similar affairs, of noncommercial and public interest character; nor to emergencies, police, fire or other warning or public announcement situations; nor to any other event or activity for which a permit has been obtained from the board of council for the use of such devices. Any person convicted of violation of this section shall be punished as provided by section 1-12.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 18th day of June, 2018.
Walter C. Rocker, Jr., Mayor  
City of Eatonton, Georgia

ATTEST:

Clerk, City of Eatonton, Georgia
Sec. 30-71. - Noise; creating unnecessary noise.

(a) The creating of any unreasonably loud, disturbing and unnecessary noise within the limits of the city is prohibited. Noise of such character, intensity or duration as to be detrimental to the life or health of any individual, or in the disturbance of the public peace and welfare, is prohibited.

(b) The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this article, but this enumeration shall not be deemed to be exclusive:

(1) *Horns.* The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle, while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or, if in motion, only as a danger signal; the creation by means of any such signal device of any unreasonably loud or harsh sound or the sounding of such device for an unnecessary or unreasonable period of time.

(2) *Musical instruments.* The playing of any radio, phonograph or any musical instrument in such a manner or with such volume, particularly during the hours between 12:00 midnight and 7:00 a.m., between the hours of 10:30 p.m. and 7:00 a.m. on Sundays - Thursdays or 12:00 midnight and 7:00 a.m. on Fridays, Saturdays, or state holidays, as to annoy or disturb the quiet, comfort or repose of persons in any office, hospital or in any dwelling, hotel or other type of residence, or any persons in the vicinity, except this subsection shall not apply to schools of music between the hours of 7:00 a.m. and 10:00 p.m.

(3) *Voices.* Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 12:00 midnight and 7:00 a.m., 10:30 p.m. and 7:00 a.m. on Sundays - Thursdays or 12:00 midnight and 7:00 a.m. on Fridays, Saturdays, or state holidays, or at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any hospital, dwelling, hotel or other type of residence, or any persons in the vicinity.

(4) *Noisy vehicle.* The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in any manner as to create loud and unnecessary grating, grinding, rattling or other noise.

(5) *Steam whistles.* The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work, or as a warning of fire or danger, or upon request of proper city authority.

(6) *Exhausts.* To discharge into the open air the exhaust of any stationary steam engine, stationary internal combustion engine, motor vehicle or motorboat engine, except through a muffler or other device which will effectively prevent loud or explosive noises from such engine or vehicle.
(7) Construction work. The erection, including excavating, demolition, alteration or repair of any building in any residential district or section, the excavation of streets and highways in any residential district or section, other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in cases of urgent necessity, and then only with a permit from the city, which permit may be granted for a period not to exceed 60 days while the emergency continues.

(8) On streets of institutions requiring quiet. The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while in session, or adjacent to any hospital, which unreasonably interferes with the workings or sessions thereof.

(9) Animals, birds. The keeping of an animal or bird which shall disturb the comfort or repose of any person in the vicinity by making long, continual or frequent noise.

(c) None of the terms or prohibitions in this section shall apply to or be enforced against:

(1) Any vehicle of the city while engaged upon necessary public business; and

(2) Excavations or repairs of bridges, streets or highways, by or on behalf of the city, county or state during the night season, when the public welfare and convenience renders it impossible to perform such work during the day; nor shall it apply to work performed by public utility companies under like conditions and circumstances, or when there is urgent necessity therefor.

(d) The prohibitions of this section shall not be applicable to any parade, celebration or performance for which a written permit has been obtained prior thereto from the city clerk.

(e) It shall be unlawful for any person, firm or corporation to operate or cause to be operated any loudspeaker or public address system, or other device for the amplification and dissemination of sound, on the streets, alleys or private premises within the corporate limits of the city, from any parked or moving vehicle or from any building or enclosure or other fixed or movable foundation, by which sound or noise is emitted or transmitted by amplification outside such building or enclosure, vehicle or other fixed or movable foundation, provided, this section shall not be construed to prohibit normal use of public address systems or loudspeakers in public meetings, parades, athletic activities or other similar affairs, of noncommercial and public interest character; nor to emergencies, police, fire or other warning or public announcement situations; nor to any other event or activity for which a permit has been obtained from the board of council for the use of such devices. Any person convicted of violation of this section shall be punished as provided by section 1-12.

(Added text is shown by underline. Deleted text is shown by strike through.)
Resolution to Amend Chapter 6, Section 37
(Noise from establishments prohibited.)
of the Code of Ordinances

BE IT RESOLVED, that Section 6-37 of the Code of Ordinances, City of Eatonton, Georgia is amended to read as follows:

Sec. 6-37. - Noise from establishments prohibited.

It shall be unlawful for any establishment licensed under this chapter to make or cause to be made any loud, unnecessary or unusual sound or noise which unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace, or safety of others in the city, and which is audible to a person of normal hearing ability from the nearest property line of the business in question. In no event, however, shall any such loud, unnecessary or unusual sound or noise be made by an establishment licensed under this chapter in violation of section 30-71.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 18th day of June, 2018.

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

ATTEST:

________________________________________________________________________
Clerk, City of Eatonton, Georgia
Sec. 6-37. - Noise from establishments prohibited.

It shall be unlawful for any establishment licensed under this chapter to make or cause to be made any loud, unnecessary or unusual sound or noise which unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace, or safety of others in the city, and which is audible to a person of normal hearing ability from the nearest property line of the business in question. In no event, however, shall any such loud, unnecessary or unusual sound or noise be made by an establishment licensed under this chapter except between the hours of legal sale prescribed herein in violation of section 30-71.

(Added text is shown by underline. Deleted text is shown by strike through.)