City of Eatonton
Council Meeting Agenda
November 6, 2018
The Hut
400-A W. Marion Street
Eatonton, Georgia 31024
(706) 485-3311

1. Call to Order: 7:00 PM

2. Invocation: Councilman Charles R. Haley

3. Approval of Agenda

4. Approval of Minutes Attachment #1
   Council Meeting – October 15, 2018
   Called Council Meeting – October 23, 2018

5. Public Comments
   Reading of Rules for Public Comments

6. Old Business:
   A. Discussion and Possible Action on MR&R Grant for Eatonton-Putnam County Library
   B. Discussion and Possible Action on Installation of Traffic Calming Device on South Maple Drive

7. New Business:
   A. Discussion and Possible Action on Fox Theater Institute Grant Award and Consulting Agreement Attachment #7A
   B. Proposed Resolution to Approve Contract Change Orders for 2016 CDBG Project Attachment #7B
C. Discussion and Possible Action on City Purchasing Policy *Attachment #7C*

D. Proposed Resolution to Reaffirm the Ethics Principles of the Georgia Municipal Association *Attachment #7D*

E. Proposed Resolution to Authorize the Disposal of Surplus Property *Attachment #7E*

F. Discussion and Possible Action on Requesting Technical Assistance from the Middle Georgia Regional Commission *Attachment #7F*

8. Zoning:

A. None.

9. 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

10. Executive Session

11. Motion to Adjourn
City of Eatonton Council Meeting
October 15, 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.
Councilman Alvin Butts
Councilwoman Teresa Doster
Councilman James A. Gorley
Councilman Charles R. Haley
Councilman William (Bill) Mangum, Jr.
Councilwoman Janie B. Reid

Elected Officials Absent:

Staff Members Present:
City Administrator, Gary Sanders
City Attorney, Christopher Huskins
Main Street Director, Andrew Simpson
Director of Senior Services, La Toshia Maddox

Mayor Walter C. Rocker, Jr. called the October 15, 2018 Council meeting to order at 7:00 PM.

Invocation was given by Councilman Gorley.

Motion was made by Councilwoman Doster and seconded by Councilman Walker to approve the agenda for the October 15, 2018 Council meeting. Motion carried by a unanimous vote of 7-0.

Motion was made by Councilwoman Doster and seconded by Councilman Walker to approve the minutes from the October 2, 2018 Council meeting with any necessary corrections. Motion carried by a vote of 6-0. Councilman Charles Haley abstained.

Public Comments: None.
Reading of the Rules for Public Comments: Omitted

Old Business:

Presentation by Uncle Remus Regional Library System on MR&R Grant for Eatonton-Putnam County Library

Ms. Stacy Brown and Mr. Lee Dollar spoke to Council about repairs needed in the Carnegie portion of the Eatonton-Putnam County Library due to a leaking roof and subsequent mold damage. The Georgia Public Library Service will provide 50% of the needed funds via the MR&R grant program and the City is being asked to contribute the remaining 50%. Quotes from Dyer Construction, Inc. were presented for different levels of repair and restoration: 1) $6,143.05, 2) $24,338.01, and 3) $34,708.24.

By consensus, Council instructed City Administrator Sanders to identify the source of local matching funds in the budget, if available, and to seek additional contractors to provide bids for the proposed work. The request will be re-considered at the November 6, 2018 Council meeting.

New Business:

Eatonton-Putnam County Senior Services Program Report

Director of Senior Services La Toshia Maddox provided the following report on the Senior Citizens Program:

The Congregate Meals Program has approximately 30 active participants. 20 are paid through the program. The Meals on Wheels program currently has 32 participants.

The Senior Center is open for anyone who is 60 years of age or older. The facility is open 5 days per week, Monday – Friday from 8:00 AM – 2:00 PM. Activities include crafts, day trips, occasional days at the movies, bingo, card games, exercise, health education, and computer classes. The Seniors provide Christmas caroling and holiday goodie bags to approximately 80-100 residents at the Eatonton-Health & Rehabilitation Center. The Director delivers between 25-35 boxes of food to seniors throughout the community.

The Senior Program partners with Georgia Cares, Legacy Link, Georgia Legal Services, Family Connection, Putnam Christian Outreach, Ocmulgee Judicial Circuit Domestic Violence Task Force, Putnam County Domestic Violence Task Force, and Life Source Food Bank.

Future endeavors for the program include introducing the trips program through the MGRC. Currently, the Senior Center is in need of an Activities Director, transportation, updated exercise equipment, and a defibrillator. Fundraising efforts will include hosting meals/breakfasts at the Senior Center on Saturdays, gift basket giveaways, and a Spring Fling festival tentatively scheduled for May 2019.
Future partnerships may include local hair stylists and barbers and Ingles Markets.

**Proposed Proclamation to Declare October 20, 2018 as Survivors’ Day in the City of Eatonton Attachment #7B**

Motion was made by Councilman Haley and seconded by Councilman Gorley to approve the proposed Proclamation to declare October 20, 2018 as Survivors’ Day in the City of Eatonton and to authorize the Mayor and Council to sign. Motion carried by a unanimous vote of 7-0.

**Discussion and Possible Action on Right-of-Way/Utility Encroachment Requests by AT&T Attachment #7C**

Motion was made by Mayor Pro-Tem Walker and seconded by Councilman Mangum to approve Right-of-Way/Utility Encroachment requests by AT&T for jobs 9RL61099N, 9RL61097N, and 8RL61151N and to authorize the Mayor to sign. Motion carried by a unanimous vote of 7-0.

**Proposed Resolution to Change the Venue of the November 6, 2018 City Council Meeting Attachment #7D**

Motion was made by Councilman Haley and seconded by Councilwoman Doster to approve the proposed Resolution to designate a meeting place for the November 6, 2018 City Council meeting and to authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 7-0.

The November 6, 2018 Council meeting will be held at 7:00 PM at the Hut, 400-A W. Marion St.

**Discussion and Possible Action on Installation of Traffic Calming Device on South Maple Drive Attachment #7E**

Motion was made by Councilman Gorley and seconded by Councilwoman Doster to address the issue on South Maple Drive at Mack Lane with the current signage and to instruct City Administrator Sanders to explore pricing for the installation of an appropriate flashing sign. Motion carried by a unanimous vote of 7-0.

(Mayor Rocker left the meeting at 7:55 PM. Mayor Pro-Tem Walker became acting Chair.)

**Discussion and Possible Action on Authorizing the Mayor to Sign Certification for Extension of Existing Service Delivery Strategy Attachment #7F**

Motion was made by Councilman Haley and seconded by Councilman Butts to authorize the Mayor to sign the Certification for Extension of Existing Service Delivery Strategy. Motion carried by a unanimous vote of 6-0.

The existing Service Delivery Strategy would be extended through February 28, 2019.

**Discussion and Possible Action on Authorizing the Mayor to Sign a Letter to Haband Company, LLC Attachment #7G**
Motion was made by Councilman Haley and seconded by Councilwoman Doster to authorize the Mayor to sign the proposed letter to Haband Company, LLC regarding the status of Freeport Exemptions for Fulfillment Centers in the City of Eatonton. Motion carried by a unanimous vote of 6-0.

Request for Retail Package Sales of Beer and Wine License by Ashokkumar M. Patel, owner of Jai Maa Dhabudi, LLC d/b/a Discount Tobacco #2 located at 820 Oak Street, Eatonton, GA Attachment #7H

Motion was made by Councilman Haley and seconded by Councilwoman Doster to approve the Retail Package Sales of Beer and Wine License requested by Ashokkumar M. Patel, owner of Jai Maa Dhabudi, LLC d/b/a Discount Tobacco #2 located at 820 Oak Street, Eatonton, GA. Motion carried by a unanimous vote of 6-0.

Zoning: None.

Committee Reports:

Mayor Pro-Tem Walker advised that the Personnel & Finance Committee Meeting will meet again soon to discuss the open City Clerk position. He also expressed his condolences to the family of City employee Bobby Roberts.

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

Councilman Butts expressed his appreciation for the information brought back from the Rural Broadband Summit hosted by the Georgia Municipal Association.

Councilwoman Doster reported that the Zoning and Ordinances Committee will meet in the next few weeks to review portions of Chapter 30 (Environmental) of the Code of Ordinances.

Councilwoman Reid recognized Ms. Patrina King, founder and CEO of Golf Women Mean Business, for being named to Georgia Trend's 2018 40 Under 40 list. Ms. King will be the guest speaker for the Women's History Month program on March 29, 2019.

Councilman Haley reminded everyone that early voting is open for the November 6, 2018 General Election and encouraged everyone to vote.

Mr. Sanders will attend the Municipal Gas Authority's Fall Regional Meeting tomorrow morning, October 16, in Buford. He will be back in the office by late afternoon. Please feel free to call or email while he is away.

Mr. Sanders will attend a Zoning workshop in Americus all day on Wednesday, October 17.
Mr. Sanders reminded Council of the Legislative Breakfast that will be held on Tuesday morning, October 23 at the Plaza Arts Center. If you are interested in attending, please let him know.

Mayor Pro-Tem Walker asked if there was any other business to be conducted for the good of the City. There being none, motion was made by Councilman Haley and seconded by Councilwoman Doster to adjourn. Motion carried by a unanimous vote of 6-0. Meeting adjourned at 8:17 PM.

ATTEST:

Harvey C. Walker, Jr., Mayor Pro-Tem

Gary Sanders, City Administrator
City of Eatonton Called Council Meeting
October 23, 2018
10:00 AM
City Hall
201 North Jefferson Avenue
117 Putnam Drive
Eatonton, Georgia 31024

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

Elected Officials Absent:
Mayor Walter C. Rocker, Jr.
Councilman Alvin Butts
Councilwoman Janie B. Reid

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

Mayor Pro-Tem Harvey (Chip) Walker, Jr. called the October 23, 2018 Called Council meeting to order at 10:00 AM.

Motion was made by Councilwoman Doster and seconded by Councilman Haley to amend the agenda by adding “Executive Session: Litigation.” The motion carried by a unanimous vote of 4-0.

Executive Session: Litigation
Motion was made by Councilwoman Doster. That this Mayor and Council now enter into closed session as allowed by Chapter 14 of Title 50 of the Georgia Code and pursuant to advice by the City Attorney, for the purpose of discussing the following: Potential Litigation. Motion was seconded by: Councilman James A. Gorley. Motion Approved.

Those voting in favor of the motion for closure: Councilmembers Teresa Doster, James A. Gorley, Charley R. Haley, and William Mangum, Jr. Motion carried by a unanimous vote of 4-0.

Motion was made by Councilman Gorley and seconded by Councilman Haley to return to Open Session. Motion carried by a vote of 4-0.

Motion was made by Councilwoman Doster and seconded by Councilman Gorley that the following resolution be accepted and approved. Motion carried by a unanimous vote of 4-0.

Resolution by the Council of the City of Eatonton, Georgia

BE IT RESOLVED by the Eatonton City Council as follows: At the meeting held on the 23rd day of October, 2018, the Council entered into executive session for the purpose of discussing potential litigation. At the close of the discussions upon this subject, the Council did vote to re-enter into open session and herewith takes the following action in open session:

(1) The actions of the Council and the discussions of the same regarding the matter set forth for closed session purposes are hereby ratified.

(2) Each member of this body does hereby confirm that to the best of his or her Knowledge based upon the advice of the City Attorney, the said subject matter of the meeting and of the closed session portion was devoted to matters within the specific relevant exception(s) as set forth above.

(3) The Mayor, or the presiding officer, is hereby authorized and directed to execute an affidavit, with full support of the members of this Council, in order to comply with O.C.G.A. §50-14-4(b).

(4) The affidavit shall be included and filed with the official minutes of the meeting and shall be in a form as required by the statute, which shall be substantially as follows:

Approved this 23rd day of October, 2018.

Attest ____________________________

Harvey C. Walker, Jr.
Mayor Pro-Tem
Open Session
In Open Session, no action was taken by Council.

(Mr. Gorley left the meeting at the conclusion of the Executive Session at 10:57 AM; there being no quorum, no official action may be taken)

Mayor Pro-Tem Walker asked if there was any other business to be conducted for the good of the City. There being none, Mayor Pro-Tem Walker adjourned the meeting at 11:38 AM.

ATTEST:

Harvey C. Walker, Jr., Mayor Pro-Tem

Gary Sanders, City Administrator
October 16, 2018

Ms. Sara L. Tomson-Hooper
The Plaza Arts Center
305 North Madison
Eatonton, Georgia 31024

Dear Sara,

Congratulations on your 2018/2019 Preservation Grant award for $66,400.00 from the Fox Theatre Institute. As part of this award, we have a few requirements. The first requirement is to review, sign, and return the “Fox Theatre Institute Consulting Agreement” included in the package. Please plan to return the signed agreement directly to me via US Mail by November 15, 2018. Once that is completed, Ms. Adina Erwin, General Manager & COO of the Fox Theatre, will sign the document and we will return an executed, signed scanned copy via email.

I plan to visit you onsite at your project with Fox Theatre staff or Fox Theatre Institute grant committee members in the months ahead. Your project will not be required to wait to begin a next phase of rehabilitation work until I can do an initial site visit and meeting. We do ask that you take comprehensive photographs of work before you begin in the areas that will be impacted. Because we have seven preservation grant projects statewide, it will take a fair amount of time to coordinate within the region and have these initial visits. I will be in touch via email to schedule your site in the month ahead, but the site visit may not take place until closer to the end of 2018 or early 2019.

We will issue the initial grant award payment in the amount of $33,200.00 by December 1, 2018, and the final payment of $33,200.00 no later than June 1, 2019, upon confirmation of the project’s completion and receipt of your Final Grant Report. You will receive a copy of the Final Report in the upcoming months.

The Fox Theatre Institute will be issuing a group press release about the grants awarded and I will be forwarding that general release as soon as it becomes available. We will also provide you a sample press release following to share through local media resources.

Sara, thank you for working through this coordination process in the weeks and months ahead.

Sincerely,

Leigh Burns
Director
CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (including all of the Exhibits attached hereto, this "Agreement") is entered into as of October 16, 2018 (the "Effective Date"), by and between THE FOX THEATRE INSTITUTE, a division of FOX THEATRE, INC., a Georgia non-profit corporation ("FTI"), and Plaza Theatre Arts Center ("Theater"); together with FTI, the "Parties" and individually a "Party".

BACKGROUND

A. As part of FTI’s outreach initiative, FTI desires to provide certain consulting services to Theater related to the restoration of Theater’s property and/or operation of Theater’s business;

B. Theater desires to benefit from the provision of such services; and

C. FTI and Theater desire to enter into this Agreement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. SERVICES

1.1 Services. FTI agrees to provide to Theater the consulting services described in Exhibit A attached hereto (the "Services"). The Parties acknowledge that FTI is not bound by any duty or obligation to provide the Services other than those set forth in this Agreement.

1.2 Control of Theater’s Business. Notwithstanding the Services provided by FTI, the Parties agree that Theater at all times shall retain control over all decisions related to its property and business.

1.3 Modification of Services. From time to time, the Services may be supplemented, deleted or modified by amending Exhibit A in accordance with the terms of this Agreement.

1.4 Suspension of Services for Non-Compliance. If a Party is in non-compliance with a provision of this Agreement or of applicable law and such non-compliance (in the reasonable judgment of the other Party, the "Concerned Party") (a) endangers the safety or health of any person or (b) threatens to damage the environment or personal property, then the Concerned Party may immediately suspend the impacted Services until the problem has been abated in the reasonable opinion of the Concerned Party. Upon suspension of the Services pursuant to and in accordance with this Section 1.4, the Concerned Party shall immediately notify in writing the other Party in accordance with Section 10.1.

1.5 Suspension of Services Due to Ineffectiveness. In the event FTI determines that the Parties are working together in a way that results in the Services being ineffective, FTI may immediately suspend the Services. Upon suspension of the Services pursuant to this Section 1.5, FTI shall immediately notify in writing Theater in accordance with Section 10.1.

1.6 Historic Properties Standards. The Parties shall comply with the Secretary of the Interior’s Standards for the Treatment of Historic Properties (1995) (the "Standards"), unless a signed writing by FTI specifically states that the Standards shall not apply.

2. ANCILLARY SERVICES

2.1 Ancillary Services. From time to time, FTI may advise Theater to enter into arrangements with certain third party service providers (each, a "Contractor" and collectively, the "Contractors") to provide services ("Ancillary Services") related to or in furtherance of the Services. Theater at all times shall be wholly
responsible for negotiating and entering into agreements related to Ancillary Services and for overseeing the provision of Ancillary Services.

2.2 Consulting with Contractors. Notwithstanding the terms and conditions of any agreement or arrangement between Theater and any Contractor providing Ancillary Services, FTI shall be permitted to consult with such Contractor regarding the provision of Ancillary Services; provided, however, that Theater at all times shall retain control over all decisions related to the Contractors and the provision of Ancillary Services.

3. RELATED MATTERS

3.1 Licenses and Permits. Theater shall obtain and maintain, at its sole cost and expense, at all times during the term of this Agreement, all licenses, permits and other authorizations from governmental authorities or boards necessary to enable it to benefit from the Services. To the extent requested by FTI, Theater shall provide FTI with copies of all permits, licenses and inspection reports.

3.2 Property. All property of any kind, owned, hired, used or supplied by either Party not intended to be incorporated into or made a part of the Services shall be maintained at the sole risk of the Party responsible therefor and no such Party shall have the right to look to or hold the other Party responsible in any manner, for the safekeeping thereof.

3.3 Employees. At all times, FTI and Theater shall remain responsible for each of their respective employees. Neither Party shall have the right to hire, fire or otherwise control the employees of the other Party.

3.4 Fees and Expenses. Fees and expenses incurred in connection with the Services shall be paid in the manner set forth in Exhibit B attached hereto.

3.5 Insurance. Theater shall, until completion of the Services, procure and maintain at its own expense, adequate insurance coverage as is typical for a building and enterprise of that of Theater in a company or companies authorized to do business in the jurisdiction in which the Theater's place of business is located, and Theater shall name FTI as additional insured on such insurance policies. FTI shall not be required to maintain any insurance coverage relating to its provision of the Services. Upon request, Theater shall furnish to FTI one (1) or more Certificates of insurance indicating the types and amounts of insurance coverage, the insurance company or companies carrying said coverage, that FTI is named as additional insured and the effective and expiration dates of the policies. Theater waives all rights of subrogation for losses, claims or costs covered by insurance, irrespective of the negligence or willful misconduct of FTI or any of its tenants, contractors, employees, guests, invitees or agents.

4. FUNDING

4.1 Funding Provided. FTI shall provide to Theater an amount of funding ("Funding") set forth in Exhibit C attached hereto. The sole purpose of such Funding is to enable Theater to obtain Ancillary Services from one or more Contractors, and Theater may not use Funding for any other purpose without the prior written consent of FTI. Theater warrants that it will only use Funding for the express purpose set forth in this Section 4.1 unless FTI consents in writing to another use.

4.2 Suspension of Funding. FTI may immediately suspend Funding upon the occurrence of any of the following:

(a) Theater materially breaches or is in material non-compliance with a provision of this Agreement;

(b) FTI determines, in its sole and absolute discretion, that Theater is not taking its advice and direction, and as a result Theater is not benefiting from the Services (whether or not the Services have been suspended pursuant to and in accordance with Section 1.5); or
(c) FTI determines upon reasonable inquiry that Theater is not using Funding for the express purpose set forth in Section 4.1.

5. WARRANTIES

5.1 Theater.

(a) Theater warrants that it will use its best efforts to cooperate with FTI in connection with FTI’s provision of the Services.

(b) Theater warrants that it will use its best efforts to obtain Ancillary Services recommended by FTI.

(c) Theater warrants that it will at all times comply with all applicable laws.

5.2 FTI.

FTI DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, AND THEATER EXPRESSLY WAIVES, ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, REGARDLESS WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 By Theater.

(a) Theater assumes full liability for the acts and omissions of Theater’s employees, affiliates, officers, servants and agents and any Contractors engaged by the Theater to perform Ancillary Services.

(b) Theater assumes full liability for any and all damages, death, or injury of any kind to all person(s) and property, and hereby agrees to release and to defend, indemnify and hold harmless FTI and its respective affiliates, directors, officers, employees, servants, tenants, contractors, guests, invitees and agents, from and against any and all loss, cost, expense, liability, damages, claim or other expense (including, without limitation, court costs and reasonable attorneys’ fees) suffered or incurred in connection with the failure of Theater to comply with the terms and conditions of this Agreement.

6.2 By FTI.

FTI EXPRESSLY DISCLAIMS, AND THEATER EXPRESSLY WAIVES, ANY LIABILITY ARISING FROM FTI’S BREACH OR FAILURE TO PERFORM ANY OF FTI’S OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT THAT SUCH BREACH OR NON-PERFORMANCE IS DUE TO THE WILLFUL MISCONDUCT OF FTI. THEATER EXPRESSLY ACKNOWLEDGES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OR NON-PERFORMANCE OF THIS AGREEMENT BY FTI SHALL BE THE TERMINATION OF THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier of the completion of the Services to the satisfaction of both Parties or the termination of this Agreement in accordance with the provisions set forth in Section 7.2 below.
7.2 Termination.

(a) This Agreement may be terminated upon mutual agreement of the Parties.

(b) Either Party may terminate this Agreement in the event of any material breach or non-performance by the other Party of any of its obligations under this Agreement, provided the breaching Party does not cure such breach or non-performance within thirty (30) days after written notice of such from the non-breaching Party.

(c) FTI may terminate this Agreement for convenience at any time upon written notice to Theater.

(d) Theater may terminate this Agreement upon thirty (30) days’ prior written notice to FTI. In the event Theater terminates this Agreement pursuant to this sub-section and Theater has accepted any Funding from FTI, Theater shall be required to pay to FTI to amount of such Funding, less any amount that have already been paid to one or more Contractors; provided further, in no event shall Theater be entitled to recover lost profits, overhead, incidental or consequential damages.

8. CONFIDENTIALITY

8.1 Confidentiality. Neither Party shall disclose any information regarding the operation of the other Party (the “Owner Party”) to which such Party has access as a result of this Agreement, and which a reasonable person would consider to be confidential or proprietary, to any third parties or use such information for any purposes other than the performance of the Services or Ancillary Services hereunder, unless required by law or governmental agency (in which case such Party shall notify in writing the Owner Party and give the Owner Party the opportunity to protect the disclosure, prior to any such disclosure required by law or governmental agency) or consented to in writing by the Owner Party. Theater may disclose confidential information to Contractors only to the extent necessary to obtain Ancillary Services. Confidential information shall include business, technical, personnel and other information designated as confidential, but shall not include information that is or becomes publicly known without fault of such Party or was known to such Party and recorded in a writing prior to disclosure. All confidential information shall be returned to the Owner Party upon request.

8.2 Publicity. Theater shall not identify, either expressly or by implication, FTI or any of its respective affiliates or use any of their trademarks, trade names, service marks, other proprietary marks or the Services performed hereunder in any advertising, press releases, publicity matters or other promotional materials without the prior written consent of FTI. FTI may identify Theater in its advertising, press releases, and publicity and promotional materials, provided, however, that FTI shall be required to modify and/or remove any reference to Theater in any such identifying materials upon Theater’s written request.

9. FORCE MAJEURE

9.1 Events of Force Majeure. Neither Party shall be in breach of its obligations hereunder to the extent that its performance is prevented or delayed as a result of any act of God or other cause beyond its reasonable control, including, without limitation (collectively referred to as “Force Majeure”): (a) labor disturbances, whether or not involving the employees of the Party concerned or otherwise, and whether or not the disturbance could be settled by acceding to the demands of a labor group; (b) changes in law or regulation (including the interpretation thereof); (c) acts of terrorism or sabotage; and (d) fire and other casualty losses; provided, however, that the suspension of performance in the event of any Force Majeure shall be of no greater scope or of no longer duration than is required, that the non-performing Party shall give the other Party verbal notice of the particulars of the Force Majeure event as soon as possible, confirmed in writing within five (5) days of the giving of verbal notice and that the non-conforming Party shall use commercially reasonable efforts to reduce the scope and duration of the event or to mitigate its effects.

9.2 Effects of Force Majeure. Whenever performance is so affected by such an event, performance shall be reduced by the affected Party in its discretion.
10. MISCELLANEOUS

10.1 NOTICES.

(a) Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to be given if delivered personally; delivered by certified mail, postage prepaid; delivered by a recognized overnight commercial carrier; or sent by facsimile with receipt acknowledged, to the following addresses:

The address for FTI shall be:

The Fox Theatre Institute
660 Peachtree Street NE
Atlanta, GA 30308
Attention: FTI Director
Telephone: (404) 881-2003
Facsimile: (404) 872-2972

The address for Theater shall be as set forth on the signature page attached hereto.

(b) Either Party may change its notice address by notifying the other Party of such change in writing, which shall be effective ten (10) days after the giving of such notice.

(c) Any notice delivered in accordance with this Section 10.1 shall be deemed received on the day of personal delivery, the next business day following delivery by facsimile or overnight commercial carrier, and the third business day following delivery by certified mail.

(d) Notwithstanding the terms and conditions of this Section 10.1, nothing herein shall limit either Party’s ability to take immediate and appropriate action in the case of emergency or in any cases of a deadline by governmental authority or other circumstances of urgency; provided, however, that such Party shall, to the extent reasonably practicable, otherwise comply with the terms of this Section 10.1.

10.2 CONFLICT OF INTEREST. Neither Party nor any director, employee, representative or agent of such Party shall give to or receive from any director, employee, representative or agent of the other Party any commission, fee, rebate, gift, entertainment or other favor of significant value. Likewise, neither Party nor any director, employee, representative or agent of either Party shall, without prior written notification thereof to the other Party, enter into any business relationship with any director, employee, representative or agent of the other, unless such person is acting for and on behalf of a Party.

10.3 ASSIGNMENT. This Agreement shall not be assignable by either Party without the other Party’s prior written consent, which shall not be unreasonably withheld.

10.4 INDEPENDENT CONSULTANT. FTI shall for all purposes hereunder be an independent consultant of Theater and not an agent of Theater. Nothing contained in this Agreement shall be construed to create any joint venture or any other relationship between the Parties including, but not limited to, an association, trust or partnership or impose a trust or partnership duty, obligation or liability on or with regard to either Party. This Agreement does not create a fiduciary or other similar relationship between Theater and FTI.

10.5 AMENDMENT. This Agreement (including its Exhibits) may not be amended or modified in any manner except by a written agreement signed by both Parties which expressly amends this Agreement.
10.6 WAIVER. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly provided.

10.7 GOVERNING LAW. ANY QUESTION CONCERNING THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD FOR PROVISIONS CONCERNING CHOICE OF LAW.

10.8 UNENFORCEABILITY. If any section or provision of this Agreement or any Exhibit shall be determined to be invalid or unenforceable by applicable law, then for such period of time that the same is invalid, it shall be deemed to be deleted from this Agreement and rewritten as a valid and enforceable provision that comes as close as possible to the meaning of the invalid or unenforceable provision.

10.9 THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement and nothing in this Agreement shall entitle any person other than FTI, Theater or an assignee pursuant to Section 10.3 above, to any claim, cause of action, remedy or right of any kind.

10.10 COUNTERPARTS. This Agreement may be executed in two or more counterparts (including by facsimile), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Copies of executed counterparts transmitted by telecopy, telefax or electronic transmission shall be considered original executed counterparts for purposes of this Section 10.10 provided that receipt of copies of such counterparts is confirmed.

[Signature Page to Follow]
IN WITNESS WHEREOF, the Parties have caused this Consulting Agreement to be signed by their duly authorized representatives effective as of the Effective Date set forth above.

THE FOX THEATRE INSTITUTE, a division of FOX THEATRE, INC.

By: ______________________________________
    Name: Adina Erwin
    Title: VP & COO

[THEATER]

By: ______________________________________
    Name:
    Title:

Address:

____________________________________

____________________________________

____________________________________

[Signature Page to Consulting Agreement]
EXHIBIT INDEX

Exhibit A – Services/Scope of Work
Exhibit B – Fees & Expenses
Exhibit C – Funding Options
EXHIBITS

The Plaza Theatre Arts Center, Eatonton, Putnam County
Preservation Grant Recipient, 2018/2019

Exhibit A - Services
1. The Plaza Theatre will undertake a project that includes preservation of the exterior façade to the theatre and installation of steel transfer beam. The period of work must be completed by June 1, 2019, with all reimbursements submitted by that time. The Fox Theatre Institute will not accept invoices past that point due to the closeout of their fiscal year.

Exhibit B - Fees & Expenses
1. The Fox Theatre Institute will provide funding not to exceed $66,400.00 for their partial funding of the project. The Plaza Theatre will provide their own match.

2. The funds are provided to the Plaza Theatre for a jointly-approved FTI and Plaza Theatre vendor ("Contractor") to perform the scope of work. The Plaza Theatre will contract directly with the approved Contractor and bill FTI on their behalf. If work exceeds the stated total amount, it will be the responsibility of Plaza Theatre to supply those funds and not the responsibility of FTI.

Exhibit C - Funding Options
1. The Fox Theatre Institute will issue two payments to the Plaza Theatre. Those payments may be made with appropriate documentation and submitted no later than the following dates:

   December 1, 2018                      $33,200.00
   June 1, 2019                          $33,200.00
**Exterior Preservation and Structural Beams Comparative Chart of Bids**

### Exterior - bolted brick wall repair / tension ties

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Engineered Restorations, Inc.</td>
<td>$102,500</td>
<td>Not requesting funding from the Fox Theatre Institute Grant for this. Engineered Restoration pricing was used to budget at this time as the midpoint. Additional bids will be obtained during the City's official bidding process.</td>
</tr>
<tr>
<td>2. Southern Preservation Systems</td>
<td>$19,143</td>
<td></td>
</tr>
<tr>
<td>3. Harper Custom Construction LLC</td>
<td>$117,873</td>
<td></td>
</tr>
</tbody>
</table>

### Auditorium - install steel transfer beam

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Engineered Restorations, Inc.</td>
<td>$46,800</td>
<td>Requesting assistance with this through the Fox Theatre Institute Grant. The City was confident in the accuracy of the bid received from Engineered Restoration. Additional bids will be obtained during the City's official bidding process.</td>
</tr>
<tr>
<td>2. Southern Preservation Systems</td>
<td>$97,825</td>
<td></td>
</tr>
<tr>
<td>3. Harper Custom Construction LLC</td>
<td>$103,595</td>
<td></td>
</tr>
</tbody>
</table>

### Auditorium – strengthen transfer beams

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Southern Preservation Systems</td>
<td>$55,900</td>
<td>Not requesting funding from the Fox Theatre Institute for this – additional bids have been requested</td>
</tr>
</tbody>
</table>

### Crawl Space - floor beam

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Engineered Restorations, Inc.</td>
<td>$16,900</td>
<td>Requesting assistance with this through the Fox Theatre Institute Grant. The City was confident in accuracy of the bid received from Engineered Restoration and it was used as the midpoint bid. Additional bids will be obtained during the City's official bidding process.</td>
</tr>
<tr>
<td>2. Southern Preservation Systems</td>
<td>2,550</td>
<td></td>
</tr>
<tr>
<td>3. Harper Custom Construction LLC</td>
<td>$23,325</td>
<td></td>
</tr>
</tbody>
</table>

### Crawl Space – drain cap

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Engineered Restorations, Inc.</td>
<td>$2,700</td>
<td>Requesting assistance with this through the Fox Grant. One bid obtained as it was under $10,000. Additional bids will be obtained during the City's official bidding process.</td>
</tr>
</tbody>
</table>

### Exterior - brick repointing

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Engineered Restorations, Inc.</td>
<td>$12,750</td>
<td>Not requesting funding from the Fox Theatre Institute Grant for this – additional bids have been requested due to disparity in pricing</td>
</tr>
<tr>
<td>2. Southern Preservation Systems</td>
<td>$113,122</td>
<td></td>
</tr>
<tr>
<td>3. Willy Lamar</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia to authorize the Mayor to execute contract change orders for the FY2016 Community Development Block Grant project and for other purposes.

WHEREAS, the City of Eatonton, Georgia is the recipient of a Community Development Block Grant offered through the Department of Community Affairs to make roadway, drainage, and sidewalk improvements on Church Street in Eatonton, Georgia; and

WHEREAS, the City of Eatonton awarded the construction contract for work associated with the project to Sellers Contracting Services by resolution; and

WHEREAS, project change order #2 has been prepared and recommended by the project engineer to account for additional material and labor related to connecting the existing storm drainage structures at Uncle Remus Court and Oak Way; and

WHEREAS, project change order #3 has been prepared and recommended by the project engineer to account for additional material and labor related to constructing concrete driveway aprons outside the original project scope; and

WHEREAS, project change order #4 has been prepared and recommended by the project engineer related to certain adjustments based on actual quantities installed; and

WHEREAS, the original contract amount with Sellers Contracting Services was $815,000.00; and

WHEREAS, the new contract amount, including all change orders, will now be $809,255.12; and

WHEREAS, the City of Eatonton now finds it necessary and desirable to approve such recommended change orders associated with the FY2016 CDBG project.

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

THE MAYOR OF THE CITY OF EATONTON, OR DESIGNEE, IS HEREBY AUTHORIZED TO EXECUTE CONTRACT CHANGE ORDERS #2, #3, AND #4 BETWEEN THE CITY OF EATONTON AND SELLERS CONTRACTING SERVICES AS RECOMMENDED BY PROJECT ENGINEERS CARTER & SLOOPE, INC.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 6th day of November, 2018.
ATTEST:

Walter C. Rocker, Jr., Mayor
City of Eatonton, Georgia
CONTRACT CHANGE ORDER No. 2

CONTRACT FOR: FY 2016 CDBG – Storm Drainage and Street Improvements – Church Street Area  
PROJECT NO: E0100.021

OWNER: City of Eatonton  
TO: Sellers Contracting Services

ORDER NO: 2  
DATE: October 26, 2018

STATE: Georgia

COUNTY: Pulaski

You are hereby requested to comply with the following changes from the contract plans and specifications:

<table>
<thead>
<tr>
<th>Description of Changes</th>
<th>Decrease in Contract Price</th>
<th>Increase in Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials and Labor to Connect to Existing Storm Drainage Boxes</td>
<td>NA</td>
<td>$10,218.97</td>
</tr>
<tr>
<td>Net Change In Contract Price</td>
<td></td>
<td>$10,218.97</td>
</tr>
</tbody>
</table>

Justification:

Additional material and labor was required to connect to existing storm drainage structures at Uncle Remus Court and Oak Way.

Original Contract Amount: $815,000.00 (Eight Hundred Fifteen Thousand and 0/100 Dollars)

Contract Amount Including this and All Other Change Orders: $825,218.97 (Eight Hundred Twenty Five Thousand Two Hundred Eighteen and 97/100 Dollars)

The contract period will remain unchanged by this Change Order.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested:

City of Eatonton  

(Date)

Recommended:

(Carter & Sloope, Inc.)  

10/26/15  

(Date)

Accepted:

(Sellers Contracting Services)  

10/24/15  

(Date)
CONTRACT CHANGE ORDER No. 3

OWNER: City of Eatonton
TO: Sellers Contracting Services
PROJECT NO: E0100.021
ORDER NO: 3
DATE: October 26, 2018
STATE: Georgia
COUNTY: Putnam

You are hereby requested to comply with the following changes from the contract plans and specifications:

<table>
<thead>
<tr>
<th>Description of Changes</th>
<th>Decrease in Contract Price</th>
<th>Increase in Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials and Labor for Additional Driveway Aprons</td>
<td>NA</td>
<td>$6,888.57</td>
</tr>
<tr>
<td>Net Change In Contract Price</td>
<td></td>
<td>$6,888.57</td>
</tr>
</tbody>
</table>

Justification:

Additional material and labor was required to construct several concrete driveway aprons that were outside the original project scope.

Original Contract Amount: $815,000.00 (Eight Hundred Fifteen Thousand and 0/100 Dollars)

Contract Amount Prior to This Change Order: $825,218.97 (Eight Hundred Twenty Five Thousand Two Hundred Eighteen and 97/100 Dollars)

Contract Amount Including this and All Other Change Orders: $832,107.54 (Eight Hundred Thirty Two Thousand One Hundred Seven and 54/100 Dollars)

The contract period will remain unchanged by this Change Order.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested:

City of Eatonton

[Signature]

Chester & Sipples Inc.

[Signature]

Sellers Contracting Services

(Date)

(Date)

(Date)
CONTRACT CHANGE ORDER No. 4 (FINAL)

CONTRACT FOR: FY 2016 CDBG – Storm Drainage and Street Improvements – Church Street Area

OWNER: City of Eatonton
TO: Sellers Contracting Services

PROJECT NO: E0100.021
ORDER NO: 4
DATE: October 26, 2018
STATE: Georgia
COUNTY: Putnam

You are hereby requested to comply with the following changes from the contract plans and specifications:

<table>
<thead>
<tr>
<th>Description of Changes</th>
<th>Decrease in Contract Price</th>
<th>Increase in Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials and Labor for Additional Driveway Aprons</td>
<td>$22,852.42</td>
<td>NA</td>
</tr>
<tr>
<td>Net Change In Contract Price</td>
<td>-$22,852.42</td>
<td></td>
</tr>
</tbody>
</table>

Justification:
Quantity adjustments.

Original Contract Amount: $815,000.00 (Eight Hundred Fifteen Thousand and 0/100 Dollars)

Contract Amount Prior to This Change Order: $837,107.54 (Eight Hundred Thirty Two Thousand One Hundred Seven and 54/100 Dollars)

Contract Amount Including this and All Other Change Orders: $809,255.12 (Eight Hundred Nine Thousand Two Hundred Fifty Five and 12/100 Dollars)

The contract period will remain unchanged by this Change Order. This document will become a supplement to the contract and all provisions will apply hereto.

Requested:

City of Eatonton

Recommended: [Signature]

Carter & Sloopes, Inc.

Accepted: [Signature]

Sellers Contracting Services

(Date)

(Date)

(Date)
City of Eatonton, Georgia

Purchasing Policies
Section I

Objective and Purpose

The City of Eatonton is funded by tax dollars. As such, the City’s purchasing policies and procedures have been established to ensure that tax dollars are spent in the most responsible and economical way. The City uses competitive means for the purchase of all products and services whenever possible and believes in open, fair competition. The purchasing levels in this policy are subject to periodic review and may be changed with City Council approval based on inflation and other factors.

Use of Policy

This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Eatonton and confer no rights, duties, or entitlements to any bidders or proposers.

Adopted XXXX, XX 20XX
Section II

Policies and Procedures

1. **Purchase of Supplies by Employees for Personal Use.** The purchase of equipment, material, or supplies for personal use is strictly prohibited. The use of City credit cards, purchase orders, or reimbursable cash for personal use is unlawful and is considered tax evasion, fraud, or misrepresenting the City in a business transaction.

2. **Purchase Orders.**
   a. Purchase orders are required for all purchases, except:
      i. Utilities (including, but not limited to, electricity, water, sewer, telephone, internet, street/security lighting).
      ii. Employee payroll.
      iii. Employee benefits and employee tax payments.
      iv. Payments made pursuant to written contracts.
      v. Postage.
      vi. Professional services (including architecture services, engineering, professional land surveying, legal counsel, financial advisers, accountants/auditors, business consultants, banks, support services, and the like).
      vii. Land acquisition.
      viii. Grants, contributions, and intergovernmental agreement obligations.
      ix. Debt service.
      x. Insurance payments.
   b. Unless excepted in Section 2a., or for purchases totaling $200 or less, all purchases must be issued an approved purchase order prior to placing an order or making a purchase. For purchases totaling $200 or less, a purchase order should be submitted with receipt after making purchase.
   c. Purchase orders will be issued only for the purchase of goods and services related to the operations of the City of Eatonton.
   d. Invoices should be submitted to the City Clerk’s office on a weekly basis, at a minimum, so they can be paid in a timely manner. If an invoice is submitted more than 30 days after the invoice date, the Department Head should provide a written explanation on the invoice.

3. **Purchasing Procedure Thresholds.**
   a. Purchases greater than $30,000 shall require a formal (advertised) competitive sealed bid. Advertisements for sealed bids will appear in the legal organ for at least two weeks and the bid date will be at least seven (7) calendar days following the second advertisement. All formal competitive sealed bids will have a public bid opening at the date, time, and place to appear in the advertisements. The bids will be opened by the Department Head making the purchase, the City Administrator or the City Clerk, and a witness, and the bids will be recorded for the public record. The City reserves the right to reject any and all bids and to waive technicalities and informalities.

Adopted XXXX, XX 20XX
b. Sealed bids shall not be opened without the three individuals identified in 3a. The names of the individuals opening the bids and the witness shall be documented, as well as the date opened. The recorded bid sheet and bids shall be provided to the City Administrator for approval.

c. Purchases of $5,000 to $30,000 shall require a minimum of three quotations from prospective vendors. Quotes need not be sealed and may be submitted in hard copy, e-mail, or via facsimile. If three quotations are not obtained, valid justification must be provided and approved by the City Administrator.

d. Purchases under $5,000 do not require a competitive purchasing process, however, all due diligence should be taken to assure that the City gets the best value for each item it purchases regardless of the amount of the purchase.

e. Under no circumstances should purchases be split to avoid bid limits. If there is any doubt as to which level of purchase authorization should be used, the next higher category should be used to avoid negating the bids.

f. Notwithstanding the above requirements, Department Heads or the City Administrator may require a formal competitive bid process for any project regardless of the amount.

4. Purchasing Approval Thresholds. Department Heads may approve bids up to and including $2,500. The City Administrator is authorized to award all bids over $2,500 to $30,000. Bids for purchases greater than $30,000 must be approved by a majority of the City Council at the next regular meeting.

5. Purchasing Under State Contract. Purchasing under State Contract is authorized in lieu of competitive bidding for local purchasing when it is to the economic advantage of the City. The same purchasing approval thresholds stated in #4 above apply to State contracts.

6. Road Contracts & Public Works Contracts. Road Contracts and Public Works Contracts shall be governed by State law, which shall preempt this policy.


   a. A Bidder's List may be established and maintained by individual Departments in an effort to promote competitive bidding from qualified vendors and to establish a source of suppliers.

   b. In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

      i. Bidder's ability, capacity and skill to perform within the specified time limits;

      ii. Bidder's experience, reputation, efficiency, judgment, and integrity;

      iii. The quality, availability, and adaptability of the supplies or materials bid;

      iv. Bidder's past performance;

      v. Sufficiency of bidder's financial resources to fulfill the contract;

      vi. Bidder's ability to provide future maintenance or service;

      vii. Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing facilities, equipment, or hardware).

Adopted XXXX, XX 20XX
8. **Sole Source Purchases.** It is the policy of the City of Eatonton to recognize and solicit quotes. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service. These purchases may be used if it is in the best interest of the City.

9. **Local Vendor Preference.**
   a. To promote purchasing within the City of Eatonton, it is the policy of the City to recognize and solicit quotes/bids from local vendors when practicable. Whenever such local sources exist and are competitive, purchases from local vendors are encouraged. However, all purchasing policies as well as any other award factors and guidelines still apply. To be considered under this section, local vendors must have a current valid business license on file with the City.
   b. In the event where it may be prohibited as a condition of any grant, or violation of the law, the local vendor preference shall not be applied.
   c. All decisions related to local vendor preference will be made at the sole discretion of the City.

10. **Ethics in City Contracting.** City officers, employees, and public officials may not have an interest in a contract with the City unless the interest is disclosed and said individual is recused from participating in the decision process. Further, City officers, employees, or public officials with an interest in a contract may not attempt to influence any City employee or decision maker who has influence or decision making power over the contract.

________________________________________
Walter C. Rocker, Jr.
Mayor

Adopted XXXX, XX 20XX
A **RESOLUTION** by the Council of the City of Eatonton, Georgia, to reaffirm the Ethics Principles of the Georgia Municipal Association and for other purposes.

**WHEREAS,** the Mayor and Council of the City of Eatonton, Georgia have resolved to conduct the City’s affairs according to certain standards set forth by the Georgia Municipal Association’s Certified City of Ethics Program; and

**WHEREAS,** part of the re-certification process requires the Mayor and Council of the City of Eatonton to reaffirm the ethics principles approved by the Georgia Municipal Association’s Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Eatonton, Georgia, that as a group and as individuals, the Mayor and Council subscribe to the following ethics principles and pledge to conduct their affairs accordingly:

- Serve Others, Not Ourselves
- Use Resources with Efficiency and Economy
- Treat All People fairly
- Use the Power of Our Position for the Well Being of Our Constituents
- Create an Environment of Honesty, Openness, and Integrity

**APPROVED AND ADOPTED** by the Council of the City of Eatonton, Georgia on this 6th day of November, 2018.

Mr. Walter C. Rocker, Jr., Mayor  
Mr. Harvey C. Walker, Jr.

Mr. Alvin Butts  
Ms. Teresa Doster

Mr. James A. Gorley  
Mr. Charles Haley

Mr. William Mangum, Jr.  
Ms. Janie B. Reid

ATTEST
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the disposal of surplus property and for other purposes.

WHEREAS, the City of Eatonton has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, §36-37-6 of the Official Code of Georgia authorizes a municipal governing body to dispose of unneeded personal property; and

WHEREAS, the City of Eatonton is desirous of selling or disposing said surplus property in an “as is” condition without express or implied warranties.

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

SECTION 1:

The following personal property owned by the City of Eatonton, Georgia, is not needed for public or municipal purposes:

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2002 GMC C-Series C7H04 VIN #1GJD7H1E62J900791</td>
</tr>
</tbody>
</table>

SECTION 2:

The Mayor (or his designee) is, hereby, authorized to dispose of the personal property owned by the City of Eatonton, Georgia as described above in Section 1 in a manner consistent with Georgia law.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 6th day of November, 2018.

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

ATTEST:
November 6, 2018

Ms. Laura Mathis  
Executive Director  
Middle Georgia Regional Commission  
175 Emery Highway, Suite C  
Macon, Georgia 31217

Dear Ms. Mathis,

Please allow this letter to serve as an official request for technical assistance in preparing an application for a 2018 Community Development Block Grant for the City of Eatonton.

The contact person for this project is City Administrator Gary Sanders, who may be reached at (706) 485-3311.

Thank you for your assistance in this matter.

Sincerely,

Walter C. Rocker, Jr.  
Mayor
November 6, 2018

Ms. Laura Mathis  
Executive Director  
Middle Georgia Regional Commission  
175 Emery Highway, Suite C  
Macon, Georgia 31217

Dear Ms. Mathis,

Please allow this letter to serve as an official request for technical assistance in preparing a Request for Proposal (RFP) for a fire tanker truck for the City of Eatonton.

The contact person for this project is City Administrator Gary Sanders, who may be reached at (706) 485-3311.

Thank you for your assistance in this matter.

Sincerely,

Walter C. Rocker, Jr.  
Mayor