City of Eatonton
Council Meeting Agenda
January 16, 2018
City Hut
400A West Marion Street
Eatonton, Georgia 31024
(706) 485-3311
7:00 PM

1. 7:00 PM Call to Order
2. Invocation: Councilwoman Janie B. Reid
3. Approval of Minutes: Attachment #1
4. Public Comments:
   Reading of Rules for Public Comments
5. Old Business:
   A.
6. New Business:
   A. Resolution to Amend the Balanced Budget for CFY 2017 Attachment #6A
   B. Proposed Ratification of Mayor Signing Certification for Extension of Existing Service Delivery Strategy Attachment #6B
   C. Proposed Authorization for Mayor to Sign a Sublease Agreement Between the Plaza Arts Center and the Eatonton-Putnam Chamber of Commerce Attachment #6C
   D. Discussion and Possible Action on Establishing a Consolidation Study Committee
7. Zoning:
8. Committee Reports:

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

9. Executive Session:

10. Motion to Adjourn:
City of Eatonton Council Meeting
Monday, December 18, 2017 at 7:00 PM
Putnam County Commissioners’ Meeting Room, #203
117 Putnam Drive
Eatonton, Georgia 31024

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

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

Staff Members Present:
City Administrator, Gary Sanders
City Attorney, Christopher Huskins
Chief of Police, William Kent Lawrence
Main Street Manager, Andrew Simpson

Staff Members Absent:
City Clerk, Sarah Abrams

Also Present:
Municipal Court Judge, R. Michael Gailey, Jr.

Mayor Walter C. Rocker, Jr. called the December 18, 2017 Council meeting to order at 7:00 PM.

Invocation was given by Mayor Walter C. Rocker, Jr.

Municipal Court Judge R. Michael Gailey, Jr. administered the oath of office to Councilman William Mangum, Jr. and Councilwoman-elect Janie B. Reid for their upcoming terms beginning January 1, 2018.
Mayor Rocker and Council presented a plaque to Councilwoman Stokes recognizing her years of service as a member of City Council. Council offered words of appreciation and thanks to Ms. Stokes.

Motion was made by Mr. Mangum and seconded by Ms. Stokes to approve the minutes from the November 20, 2017 meeting. Motion carried by a vote 3-0. Mr. Butts abstained because he did not attend the meeting.

Public Comments: Police Chief William Kent Lawrence
Motion was made by Mayor Pro Tem Walker and seconded by Mr. Mangum to hear public comments from Chief Lawrence. Motion carried by a unanimous vote of 4-0.

Reading of the Rules for Public Comments: Omitted

Chief Lawrence offered words of appreciation to Councilwoman Stokes for all that she has done for the community during her time on City Council and wished everyone a safe and Merry Christmas.

Old Business: None

New Business:

Proposed Resolution to Appoint Members to the Middle Georgia Regional Commission Council Attachment #8A
Motion was made by Mayor Pro Tem Walker and seconded by Mr. Mangum to approve the Resolution appointing the Mayor and City Administrator to the Middle Georgia Regional Commission Council for 2018. Motion carried by a unanimous vote of 4-0.

Proposed Memorandum of Agreement with the Regional Commission for Website Services Update Attachment #8B
City Administrator Sanders advised that the original memorandum of agreement with the Regional Commission for developing and maintaining the City’s website is expiring soon. The proposed MOA will renew the agreement for an additional three years. The annual fee will remain $1,260 and includes a site redesign.

Motion was made by Mr. Butts and seconded by Mr. Mangum to authorize the Mayor to execute the memorandum of agreement with the Middle Georgia Regional Commission for the redevelopment and maintenance of the City’s website and for other purposes. Motion carried by a unanimous vote of 4-0.

Discussion and Possible Action on Membership and Pledge Agreement for Participation in the Georgia Pipeline Emergency Responders Initiative Attachment #8C
City Administrator Sanders advised that the Georgia Pipeline Emergency Responders Initiative (GPERI) is a public-private partnership between emergency responders and Georgia pipeline operators to improve pipeline safety. The initiative provides improved training, cooperation, and communication between pipeline operators and emergency responders.

City Administrator Sanders further advised that participation in GPERI will satisfy a portion of the Public Service Commission’s regulatory inspection of the City’s Public Awareness Plan. Gas Superintendent Charlie Bales fully supports participation in GPERI.

Motion was made by Mr. Butts and seconded by Mr. Mangum to authorize the Mayor to execute the membership and pledge agreement with the Georgia Association of Fire Chiefs for participation in the Georgia Pipeline Emergency Responders Initiative. Motion carried by a unanimous vote of 4-0.

**Proposed Resolution to Amend the Balanced Budget for CFY 2017 Attachment #8D**

City Administrator advised that amendment #2 to CFY 2017 budget is for minor year-end clean up and to make adjustments for the receipt and expenditure of certain grant revenues by the Public Works Department.

Motion was made by Mayor Pro Tem Walker and seconded by Mr. Mangum to approve the Resolution amending the balanced budget for CFY 2017 as required by O.C.G.A. §36-32-3 and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 4-0.

**Main Street Report Attachment #8E**

Main Street Manager Simpson presented the Main Street recap and program review for 2017, along with video presentations highlighting the Briar Patch Arts Festival and the Sister Cities Program. Simpson advised that the Sister Cities Program is $300 per year and is coordinated through the U.S. Department of State. The program provides a vital link for foreign investment in Eatonton; program participants in another country will be advocating specifically for the City of Eatonton.

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

**Main Street Report for City Council Meeting Tuesday December 5 2017 - November Recap**

Organization

Eatonton Main Street is still looking for applicants to the board. A working board is required by the Department of Community Affairs, as part of the annual assessment to maintain Main Street designation.

The Christmas decorations committee have raised thousands of dollars in donations for decorating light poles.

I attended the rural prosperity summit in Tifton on Wednesday November 29 and Thursday November 30.

**Promotion**

Several merchants held an open house on Saturday November 18. Merchants were also encouraged to participate in Small Business Saturday on November 25.

**Design**

There is one facade grant pending for the Facade Grant program.

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

112 W. Marion Street is being used as a storage facility by the building owner which is incompatible with the zoning code. Sec. 75-342. - Uses allowed. The Pex Theater which holds The Country Kitchen had its marquee badly damaged by heavy rain. The rear of the restaurant is open to the elements. Both the rear and marquee have still not been repaired.

On Cloud 9 celebrated their 7th anniversary with Ribbon Cutting on Monday November 6.

The Frisk pub opened on Tuesday November 14. They are still waiting on state licenses regarding alcohol consumption.

The Music Store next to the Pex Theater opened on Wednesday November 15.

Cuocos Mexican Restaurant reopened on Monday November 27.

Two buildings were purchased one in June 2016 and one in October 2016. The old Yarbrough Flowers building, and the old Trent Brown law office building. I have been given opening dates of towards the end of 2017, but again nothing firm as to what businesses are going to open.

**Summary**
The entertainment for Christmas in the Briar Patch is as follows ...

12:00 - Opening of Christmas in the Briar Patch. 12:05 - Duke Ellington. 1:00 - Eatonton Harmonettes. 2:00 - Amy Rac. 3:00 - The New Silveraires. 4:00 - Franklin Washington. 5:00 - Christmas in the Avenue Choir.

Cadence Fox is the Grand Marshall for the 2017 Light Up the Night Christmas parade. I am also looking at entertainment during the parade as well as floats. I am continuing to recruit vendors for the Festival, but I am looking for parade entrants. The Holiday Decorating Contest has been advertised on Facebook and an insert was in the utility bill. I contacted the Messenger to see if they would run the contest as a story to encourage involvement.

**Zoning: None**

**Committee Reports**

Mayor Pro Tem Walker thanked Ms. Stokes for her years of service and wished her a happy retirement. He extended his condolences to Ms. Abrams and the Gorley family for their loss and wished everyone a Merry Christmas and a Happy New Year.

Motion was made by Mayor Pro Tem Walker and seconded by Ms. Stokes to pay the bills if and when the funds become available. Motion carried by a unanimous vote of 4-0.

Mr. Butts offered his congratulations to Mr. Mangum on his re-election and his thanks to Ms. Stokes for the time she spent serving on Council and the things he learned from her. He wished everyone a Merry Christmas and he hopes they have safe holidays.
Ms. Stokes offered her condolences to the Gorley family. She wished everyone happy and safe holidays. She has enjoyed her time of service and will miss being on Council, adding that she will still be in touch. She also inquired about the yard sale on Highway 44 and expressed that she wants to see this situation through.

City Administrator Gary Sanders reported:

1. The Middle Georgia Transportation Roundtable met on Wednesday, December 13, 2017 to approve the investment list and to set an election date for the Regional TSPLOST. Each Council member has an information packet at your seat.

2. Those council members who were re-elected in November need to complete another Affidavit of a Candidate’s Intent Not To Exceed $2,500 on or before January 8, 2018.

3. City Hall will be closed next Monday and Tuesday, December 25 and 26 for the Christmas Holidays.

4. He would like to extend his sympathies to the Gorley family and ask that you keep them in your thoughts and prayers.

5. He would like to thank Ms. Stokes for her years of service to the City of Eatonton and for the things that she has taught him during his time here.

City Attorney Huskins shared that he will always be indebted to Ms. Stokes for her service. He wished everyone a Merry Christmas and a happy and safe New Year.

Mayor Rocker wished a Merry Christmas to all.

Mayor Rocker asked if there was any more business to be discussed before we adjourn. Being no further business, motion was made by Walker and seconded by Mangum to adjourn. Motion carried by a unanimous vote of 4-0.

__________________________________________
Walter C. Rocker, Jr., Mayor

ATTEST:

__________________________________________
Gary Sanders, City Administrator
City of Eatonton Council Meeting
Tuesday, January 2, 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 Charles R. Haley
   Councilman William Mangum, Jr.
   Councilwoman Janie Reid

Elected Officials Absent:
   Councilman Alvin Butts
   Councilman James A. Gorley

Staff Members Present:
   City Administrator, Gary Sanders
   City Attorney, Christopher Huskins
   City Clerk Sarah Abrams
   Main Street Manager, Andrew Simpson

Mayor Walter C. Rocker, Jr. called the January 2, 2018 Council meeting to order at 7:00 PM.

Invocation was given by Councilman William Mangum.

Motion was made by Mayor Pro-Tem Walker and seconded by Mr. Mangum to approve the minutes from the December 18, 2017 meeting. Mayor Pro-Tem Walker and Mr. Mangum voted in favor. Ms. Doster, Mr. Charles Haley and Ms. Janie Reid abstained because they did not attend the December 18, 2017 meeting. Motion failed with 2 voting in favor and 3 abstaining.

**Public Comments:**  Tom Thompson and Cary Walton – Unification/Consolidation

Motion was made by Ms. Doster and seconded by Mr. Haley to hear from those wishing to speak. Motion carried by a unanimous vote of 5-0.
Reading of the Rule for Public Comments: City Administrator Gary Sanders read the rules for Public comments.

Mr. Tom Thompson requested that he be allowed to speak for five minutes instead of the usual three minutes allowed to make public comments, to which Council agreed. Mr. Thompson read and submitted the following letter to Council.

To: Mayor Walter Rocker, Eatonton City Council, and Citizens of Eatonton January 2, 2018

I have been a resident of Eatonton for more than 70 years. I come before you tonight because of my love for Eatonton and to express my concerns for the viability and future of Eatonton.

Eatonton and Putnam County have a choice: we can choose to continue having our current two separate governments, or we can choose a single, unified government.

A. If we continue the present two government system:

   Eatonton’s growth will be at best stagnant, and probably will erode.
   * Why would anyone invest in homes or businesses and pay double taxation?
   * The burden of double taxation will increase due to both inflation and stagnant growth.
   * Current city residents with no strong ties to the community will leave, accelerating the economic deterioration of Eatonton. * Property values will drop.

   It is highly likely that a "City of Lake Oconee" will be formed, making future unification far more difficult and virtually impossible.

   We will continue to have intergovernmental fights over tax collections and shared costs.

B. If we choose to form a Unified Government, where all residents have an equal and proportional voice

   Current residents of Eatonton:
   * Will no longer be double taxed for two governments.
   * Eatonton will be an attractive choice for retirees as well as younger families
   * Eatonton will be an attractive location for new businesses.
   * Existing businesses will benefit from the healthier economic conditions. * Existing residents will have no incentive to relocate.

   County residents (those living in Putnam but outside Eatonton City Limits):
   * Will only see a fraction of a mil property tax increase due to unification, even without the ultimate cost savings inherent in a single government.

   All Putnam County residents:
   * Will benefit from a healthier county, where "Them vs Us" is removed.
   * Will benefit in attracting industry and small businesses.
   * Will benefit from a new sense of shared community and goals.

Is it possible to form a Unified Government? Certainly.
Will it be easy? No, but absolutely worth the effort.
Who will the naysayers be? Doubters as well as those personally benefiting.

Expect to hear: "It won't work." "It's never been done." Other negative comments.

To: Mayor Walter Rocker, Eatonton City Council, and Citizens of Eatonton January 2, 2018

What needs to be done now? City & County governments need to authorize a study. It is on your agenda tonight for your approval.
The Middle Georgia Regional Commission has agreed to perform this study as well as a pro-forma outline at no cost to the city or county. This binds neither the city nor the county to move forward. If the plan appears to have merit after being studied, details of the proposed unification would be locally examined and approved. Our state legislative representatives would introduce legislation providing for a vote by both county and city residents. Only if the proposed unification achieves a 50% + 1 vote by both city and county residents would any unification take place.

I would respectfully ask you as members of Eatonton City Council to vote tonight to authorize this no-cost study by the Middle GA Regional Comm.

You were elected by Eatonton voters to represent their best interests. I hope you will keep this in mind, setting aside any concerns you might have as to your perception of how this might affect you personally.

We cannot afford two governments any more!

To vote negatively is tantamount to: "Don't confuse me with the facts! My mind is made up!"

Thank you for allowing me to speak.

Tom Thompson

Mr. Cary Walton talked to Council about consolidation and advised he agreed with the statement made by Mr. Thompson concerning consolidation of the City and County governments.

Old Business: None

New Business:

Main Street Report Attachment #6A

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

Main Street Report for City Council Meeting Tuesday January 2, 2018 - December 2017 Recap

Organization

Eatonton Main Street is still looking for applicants to the board. A working board is required by the Department of Community Affairs, as part of the annual assessment to maintain Main Street designation.

The Christmas decorations committee raised around $20,000 in donations for decorating light poles.

Promotion

The Residential Christmas Decorating Contest was won by the Vargas Family. The Commercial Christmas Decorating Contest was won by Tienda Tarimora. Outdoor Options provided the winning Light Up The Night Float.

Design

There is one facade grant pending for the Facade Grant program.

Economic Vitality

Both The Frisk pub and The Music Store are looking at a January Ribbon Cutting.

Cucos Mexican Restaurant continued to have a good month since reopening.
The lack of handrails on the ramps to businesses with the new sidewalk construction is giving cause for concern.

Two buildings were purchased one in June 2016 and one in October 2016. The old Yarbrough Flowers building, and the old Trent Brown law office building. I have been given opening dates of towards the end of 2017, which have now passed. I will provide Council with an update when I have one.

Summary

December has seen an uptick in retail purchases and has also with the introduction of Cucos and The Frisk pub, brought more eating opportunities into the Downtown.

There are a number of store fronts that are either for sale or empty. We do have one that is turnkey ready. The rest are going to need rehabilitation to the buildings.

In general visitor numbers to Arts Festivals are down not just in Eatonton but to many I have visited throughout the year. The parade though increased in floats was also down on attendance numbers. There is a perception that I have heard that it the same thing every year. Clearly this is not the case, but the message of constant change has to be reinforced through partnerships with local media outlets.

The residential and merchant Christmas decorating competition did draw added attention this year. I hope this attention can be built on moving forward. There was a great deal of interest with those not taking part and a suggestion of a map so everyone can see the entrants. I am going to ask the homeowners and merchants permission before moving forward with that idea.

The year of 2017 has shown great interest in bringing businesses into Downtown Eatonton. The challenge for economic vitality is to retain those businesses and watch them grow. I will be looking at ways to increasing their profile and visibility moving forward.

The period of change moving from the branding of Eatonton Main Street to Downtown Eatonton continues. Social Media accounts have now been set up in the Downtown Eatonton name as well as a website. This will provide a more inclusive tone for the Downtown, rather than the perception that everything

2018-2019 Committee Appointments by Mayor Rocker

Motion was made by Mr. Mangum and seconded by Mr. Haley to approve the 2018-2019 Committee appointments made by Mayor Rocker. Motion carried by a unanimous vote of 5-0.

Proposed Resolution to Designate a Date and Meeting Place for the January 15, 2018 City Council Meeting Attachment #6C

Motion was made by Mr. Haley and seconded by Mr. Walker to approve the proposed Resolution changing the regular Council meeting scheduled for the third Monday in January 2018 to Tuesday, January 16, 2018 at 7:00 PM at the Hut, located at 400A West Marion Street, Eatonton, Georgia, pursuant to Section 31 of Chapter 2 of the Code of Ordinance. Motion carried by a unanimous vote of 5-0.

Discussion and Possible Action on Requesting Technical Assistance from the Middle Georgia Regional Commission in Conducting a Feasibility Study on Consolidation Attachment #6D

Mr. Haley discussed the letter requesting technical assistance from Middle Georgia Regional Commission to conduct a feasibility study on consolidation for the City of Eatonton at no cost. Mr. Haley advised his City tax bill is higher than his County tax bill. Although we did not raise
the millage this year, the City still has an income problem. If there is a study for zero cost, we should look at it.

Ms. Doster asked if there was any information on how long this study would take or if any details were available.

Mayor Rocker advised Putnam County Commissioners approved working with the Carl Vinson Institute of Government at the University of Georgia and they asked the City to participate in the study and pay a portion of the $28,000.00 fee for the study.

Ms. Reid asked what is required to do the study.

Administrator Sanders advised that if Council approves the request for technical assistance, the Regional Commission will reach out to the City to discuss the proposed scope and terms of the study. In this instance, the City can ask the RC to attend an upcoming meeting to discuss directly with Council what it is the City expects.

After much discussion, motion was made by Mr. Haley and seconded by Mr. Mangum to approve the agenda item requesting technical assistance from the Middle Georgia Regional Commission to conduct a feasibility study on consolidation. Motion carried by a vote of 4-1. Those voting in favor of the motion: Ms. Doster, Mr. Haley, Mr. Mangum, and Mayor Pro-Tem Chip Walker. Ms. Reid was opposed.

Committee Reports
Mayor Pro-Tem Walker advised he would schedule a Finance and Personnel Committee meeting sometime in the next week or so.

Motion was made by Mayor Pro-Tem Walker and seconded by Ms. Doster to pay the bills if and when the funds become available. Motion carried by an unanimous vote of 5-0.

City Administrator Gary Sanders advised Council to remember the date and location of the next Council meeting, and he would send a reminder on Friday prior to the meeting.

City Administrator Sanders advised Council that City Hall will be closed on Monday, January 15 for the Martin Luther King, Jr. Holiday.

City Administrator Sanders advised our application for the Trail Grant has been submitted. We should hear in April if we were selected to submit a 2nd level application.

City Administrator Sanders reported the City crew finished moving the Butterfly Garden to the Trail Park and we have install waterlines on the property. The 1 acre of property donated by the Putnam Development Authority can be used to build permanent structure such as bathrooms.

City Attorney Huskins advised Council to put the December 18, 2017 minutes on the next agenda since the previous motion did not carry. Attorney Huskins advised that it would be
appropriate for Councilmembers to vote to approve the minutes even if they were not present at the meeting.

Mayor Rocker asked if there was any more business to be discussed before we adjourn. Being no further business, motion was made by Ms. Doster and seconded by Mr. Haley to adjourn. Motion carried by a unanimous vote of 5-0.

Council adjourned at 7:33 P.M.

__________________________
Walter C. Rocker, Jr., Mayor

ATTEST:

__________________________
Sarah E. Abrams, City Clerk
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to amend the balanced budget for City Fiscal Year 2017 and for other purposes.

WHEREAS, the Official Code of Georgia Title 36, Chapter 32, Section 3 requires cities to establish, adopt, and operate within a balanced budget; and

WHEREAS, the City is increasing revenues and expenditures to reflect actual collections and disbursements of the hotel-motel tax and the budget remains balanced.

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

THE BUDGET FOR CITY FISCAL YEAR 2017 IS AMENDED TO REFLECT THESE CHANGES AND TO MAINTAIN THE BALANCED BUDGET AS REQUIRED BY THE GEORGIA CODE.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 15th day of January, 2018.

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

ATTEST:

______________________________
Clerk, City of Eatonton, Georgia
The City of Estonton proposes Amendment 3 to the CFY 2016-2017 budget. The City's fiscal year begins on September 1 and concludes on August 31 of the following year.

### Expenditures

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<th>General Fund</th>
<th>FY 2016-2017</th>
<th>Amendment 3</th>
<th>Amended Budget</th>
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<td>Public Health and Welfare</td>
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### Revenues

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<th>Amended Budget</th>
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<td>Grants</td>
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<td>Fines and Penalties</td>
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<td>Miscellaneous</td>
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<td><strong>Gas</strong></td>
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<td>$ 6,122,422</td>
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### SERVICE DELIVERY STRATEGY

**FORM 1**

**COUNTY:** PUTNAM

I. **GENERAL INSTRUCTIONS:**

1. **FORM 1 is required for ALL SDS submittals.** Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.

2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.

3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing without change in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<table>
<thead>
<tr>
<th>OPTION A</th>
<th>OPTION B</th>
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<tbody>
<tr>
<td><strong>Revising or Adding to the SDS</strong></td>
<td><strong>Extending the Existing SDS</strong></td>
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</tbody>
</table>
| 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) | 4. In Section IV type, "NONE."
| 5. For each service or service component listed in Section IV, complete a separate, updated Summary of Service Delivery Arrangements form (FORM 2). | 5. Complete one copy of the Certifications for Extension of Existing SDS form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]
| 6. Complete one copy of the Certifications form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] | 6. Proceed to step 7, below.

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at [http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp](http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp), or call the Office of Planning and Quality Growth at (404) 679-5279.

7. If any of the conditions described in the existing Summary of Land Use Agreements form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.

8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

**NOTE:** ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.
II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:
In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Putnam County, City of Eatonton, Putnam County Development Authority, Eatonton-Putnam Water and Sewer Authority, Hospital Authority of Putnam County, Regional Library Authority

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:
In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.


IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:
In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

None
SERVICE DELIVERY STRATEGY

FORM 5: Certifications for Extension of Existing SDS

Instructions: This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

If the strategy for providing ANY local service is being revised, FORM 5 CANNOT be used. When revisions are necessary, a submittal MUST include updates to FORM 1, FORM 2, and FORM 4 that cover ALL local services.

COUNTY: PUTNAM

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have reviewed our existing Service Delivery Strategy (SDS) and have determined that it continues to accurately reflect our preferred arrangements for providing ALL local services throughout our county and no changes in our Strategy are needed at this time. We authorize its extension until:

   - [ ] February 28, 2018
   - [x] June 30, 2018
   - [ ] October 31, 2018

2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);

3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));

4. Our service delivery strategy continues to provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));

5. Our service delivery strategy continues to ensure that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3));

6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));

7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and

8. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).
<table>
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<th>JURISDICTION</th>
<th>TITLE</th>
<th>NAME</th>
<th>SIGNATURE</th>
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<td>Mayor</td>
<td>Walter C. Rocker, Jr.</td>
<td></td>
<td></td>
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<tr>
<td>PUTNAM COUNTY</td>
<td>Chairman</td>
<td>Stephen J. Hersey</td>
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STATE OF GEORGIA
COUNTY OF PUTNAM

SUBLEASE AGREEMENT

This Sublease Agreement, made as of the 1st day of November, 2017, by and between The Plaza Arts Center, hereafter referred to as "Landlord," and The Eatonton-Putnam Chamber of Commerce, hereafter referred to as "Tenant,

WITNESSETH,

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

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions set forth herein, that certain property (the "Premises") shown as “Chamber” on that diagram attached hereto as Exhibit A and incorporated herein by reference. The Premises and the building in which it is contained are owned by the City of Eatonton. Landlord covenants that it is authorized to sublease the Premises to Tenant. Landlord further covenants that it will abide by all terms and conditions of its lease with the City of Eatonton.

2. **Term.** This lease shall commence on November 1, 2017, and end at midnight on October 31, 2022, unless extended or sooner terminated as hereinafter provided.

3. **Rent.** All payments to Landlord shall be made at P.O. Box 4874, Eatonton, Georgia 31024, or at such other place as Landlord may designate on the 1st day of each month in advance beginning with the first payment due on November 1, 2017. The lease payments during this term shall be payable to The Plaza Arts Center. The rent shall be payable for the first year, as follows: Six Hundred Dollars ($600.00) beginning on November 1, 2017 and continuing on
the 1st day of each month thereafter through October 31, 2018.

There will be an annual rental increase based on a five percent (5%) compounded rate.

Said rent for the future years will be as follows:

2nd Year – November 1, 2018 – October 31, 2019 - $630.00;
3rd Year – November 1, 2019 – October 31, 2020 - $661.50;
4th Year – November 1, 2020 – October 31, 2021 - $694.60; and
5th Year – November 1, 2021- October 31, 2022 - $729.30.

Any rent payment that is not received within fifteen (15) days of the payment date shall carry a penalty of $40.00.

4. **Option to Extend Agreement.** The Tenant shall have the option to renew the lease for an additional five (5) years with a monthly rental payment to be determined.

If Tenant decides to terminate the Lease before the expiration of the five (5) year period, Tenant shall provide Landlord with six (6) months written notice of its intent to terminate the Lease.

If Landlord decides to terminate the Lease before the expiration of the five (5) year period, Landlord shall provide Tenant with six (6) months written notice of its intent to terminate the Lease.

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

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

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

C. City of Eatonton will be responsible for all landscaping, including grass cutting as necessary.

6. **Additional Space.** Tenant shall have the use of the bathrooms in the hallway, the boardroom, designated storage space in the basement and additional meeting rooms as needed at no additional cost, as long as said use does not conflict with an event of The Plaza Arts Center. While Tenant is leasing the Premises, Tenant shall have access to all other parts of the building, except the auditorium, at no cost. The Landlord will provide all bathroom toiletries.

7. **Museum.** Tenant will open and close the museum and adjust the thermostat and lighting on the days that the Tenant is open for business. Tenant will activate any audio-visual equipment in the museum and recognition area as needed. Tenant will assume no liability for any damage or loss to any exhibits or other property located in the museum area or any injury to any person in the museum area. Landlord will indemnify and hold Tenant harmless for any damage or loss to any exhibits or other property located in the museum area or any injury to any person in the museum area.

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

    Tenant will be responsible for painting the interior of the Premises.

    Tenant may install a phone line(s) to the board room and move telephone(s) to the boardroom as necessary.

    Landlord acknowledges that Tenant owns all equipment on the Premises.
9. **Sign.** Tenant shall have the right to have a sign erected in front of the south wing of the building. The size and location of the sign will be determined by agreement between Landlord and Tenant.

10. **Indemnity and Insurance.** Tenant will hold policies of hazard insurance and insurance for malicious mischief and vandalism on its contents on the Premises. Furthermore, Tenant shall keep in effect public liability insurance.

11. **Damage to Premises.** If the Premises are damaged by fire or any other cause, Landlord shall be entitled to all insurance proceeds for the repair of the Premises. If the Premises are not reasonably usable for the purposes for which it is leased, Tenant may, no later than fourteen (14) days following the damage, give Landlord Notice of Election to Terminate this lease. Rent shall be prorated as of the date of the surrender and any rent paid for any period beyond that date shall be repaid to Tenant.

12. **Utilities/Cleaning Costs.** Tenant will be responsible for the electricity for its leased space known as the Premises. Further Tenant will be responsible for the cost of its telephones and telephone service (both local and long distance) along with the cost and maintenance of any computer services contracted by Tenant.

Tenant will be responsible for any cleaning costs of the Premises.

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

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

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

   **To Landlord:** The Plaza Arts Center  
   Attn.: Lorraine Gallagher  
   P.O. Box 4874  
   Eatonton, GA 31024

   **To Tenant:** The Eatonton-Putnam Chamber of Commerce  
   Attn.: Roddie Anne Blackwell  
   P.O. Box 4088  
   Eatonton, GA 31024

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

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

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

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

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

20. ** Lease Binding on Successors, Representatives, Heirs, and Assigns.** The provisions of this lease shall apply to, bind, and inure to the benefit of Landlord and Tenant, their successors, legal representatives, heirs and assigns.
21. **Assignment.** Tenant shall not assign this lease agreement without the written consent of the Landlord.

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

**LANDLORD:**

The Plaza Arts Center

By: [Signature] (SEAL)

Joe Hudson, Treasurer

By: [Signature] (SEAL)

Attest: Richard Wade, Secretary

Signed, sealed and delivered in the presence of:

[Signature]

Witness

[Signature]

Notary Public

[Stamp]

[Signatures continued on following page.]
TENANT:

THE EATONTON-PUTNAM
CHAMBER OF COMMERCE

By: Roddie Anne Blackwell

By: Jarrod Clark (SEAL)

Signed, sealed and delivered
in the presence of:

Witness

Cindy G. Willis
Notary Public

ASSENTED TO:

THE CITY OF EATONTON

By: __________________________ (SEAL)

By: __________________________ (SEAL)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public