City of Eatonton Council Meeting
Agenda
December 6, 2016
Putnam County Commissioners’ Meeting Room, #203
117 Putnam Drive
Eatonton, Georgia 31024
(706) 485-3311

1. 7:00 PM Call to Order

2. Invocation: Mayor Pro-Tem Harvey C. Walker, Jr.

3. Approval of Minutes: Attachment #1

4. Public Comments:
   Reading of Rules for Public Comments

5. Old Business:
   A.

6. New Business:
   A. Main Street Report Attachment #6-A
   B. Proposed Resolution to Authorize the Mayor to Sign a Memorandum of Understanding with DCA for Participation in the Georgia Classic Main Streets Program for 2017 Attachment #6-B
   C. Ratification of Proclamation Naming November 26, 2016 as Small Business Saturday Attachment #6-C
   D. Ratification of Proclamation Recognizing the Service of Police Chief William Kent Lawrence Attachment #6-D

7. Zoning:
8. Committee Reports:

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

8. Executive Session:

9. Motion to Adjourn:
City of Eatonton Council Meeting
Monday, November 21, 2016 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 William Mangum, Jr.

Elected Officials Absent: Councilman Charles R. Haley
                                       Councilwoman Alma Stokes

Staff Members Present:
   (Late)  Christopher Huskins, City Attorney
           Lisa K. Yates, Payroll Clerk

Staff Member Absent: Sarah E. Abrams, City Clerk

Mayor Rocker called the Council meeting to order at 7:00 PM.

Mayor Rocker gave the Invocation.

Motion was made by Doster and seconded by Mangum to approve the minutes from the last meeting with any necessary corrections. Motion carried by a vote of 4-0. Councilman Butts abstained due to not attending the meeting.

Public Comments: Lyn Romine – Water hydrants
                  Commissioner Billy Webster – Special presentation

Reading of the rules for Public Comments: Omitted

Lyn Romine spoke about the absence of working fire hydrants. Her reference was to the fire at 505 N. Jefferson Ave. on November 8, 2016.
Commissioner Billy Webster introduced the County Clerk, Lynn Butterworth, and told a story about Mayor Rocker admiring his name tag. Mr. Webster presented the Mayor with a name tag and asked Mrs. Rocker to pin the name tag on the Mayor.

Old Business: None

New Business:

**Proposed Resolution to Apply for a Local Maintenance and Improvement Grant (LMIG) from the Georgia Department of Transportation and for other purposes**

*Attachment #6-B*

Motion was made by Councilman Mangum and seconded by Councilman Gorley to approve the resolution authorizing the Mayor to apply for a Local Maintenance and Improvement Grant from the Georgia Department of Transportation. Motion carried by a unanimous vote of 5-0.

**Proposed Resolution to Appoint Members to Middle Georgia Regional Commission Council**

*Attachment #6-C*

Motion was made Mayor Pro Tem Walker and seconded by Councilman Butts to approve the resolution appointing the Mayor and City Administrator to the Middle Georgia Regional Commission Council. Motion carried by a unanimous vote 5-0.

**Proposed Resolution to Appoint Members to the Eatonton Housing Authority**

*Attachment #6-D*

Motion was made by Councilman Gorley and seconded by Councilwoman Doster to approve the resolution appointing members to the Eatonton Housing Authority. Motion carried by a unanimous vote of 5-0. Mr. Tom Rosseter and Mrs. Regina Moreland were appointed to four year terms ending November 30, 2020. Mr. William Terry Reid was appointed to a one year term ending November 30, 2017.

**Proposed Resolution to Authorize the Mayor to Sign an Amendment to the Area Agency on Aging Contract for SFY 2017**

*Attachment #6E*

Motion was made by Councilwoman Doster and seconded by Councilman Walker to approve the resolution authorizing the Mayor to sign an amendment to the Area Agency on Aging Contract for SFY 2017. Motion carried by a unanimous vote of 5-0.

Zoning: None
Committee Reports: Motion was made by Councilwoman Doster and seconded by Councilman Gorley to pay the bills if and when funds are available. Motion carried unanimous vote of 5-0.

- **Finance and Personnel** – Councilman Harvey C. Walker, Jr. had nothing to report.
- **Public Utilities** – Councilman Alvin Butts was absent.
- **Streets, Buildings and Grounds** – Councilman William C. Mangum had nothing to report.
- **Zoning and Ordinances** – Councilwoman Teresa Doster thanked Andrew Simpson on the successful week-end events held October 28th and 29th.
- **Environmental** – Councilman Charles Haley spoke about having a Budget Work session for the 2016-2017 Budget. Dianne Veal, City Marshal & Code Enforcement Officer, gave Councilman Haley an updated report on properties that had been cited for clean up and/or improvements.
- **Community Development** – Councilwoman Stokes thanked Andrew Simpson for a job well done. She asked for prayer for our community. Several deaths have occurred in the past few weeks.
- **Public Safety** – Councilman Gorley had nothing to report.
- **City Attorney Chris Huskins** – A meeting with Gary Sanders, City Administrator; Dianne Veal, City Marshal & Code Enforcement Officer and Russell Spivey, City Solicitor was held to discuss citations being written for property improvements. He gave Marshall Veal a copy of the Albany Code of Ordinances. Mr. Huskins informed Council that he requested a copy of Adam Smith’s loan agreement and a copy of the payments he has made.

Councilman Pro Tem Walker asked if there was any other business to be conducted for the good of the City. There being no other business, a motion was made by Councilman Gorley and seconded by Councilwoman Doster to adjourn. Motion carried by unanimous vote of 5-0. Meeting was adjourned at 7:20 pm.

__________________________
Walter C. Rocker, Jr., Mayor

ATTEST:

__________________________
Lisa K. Yates, Payroll Clerk
Main Street Report for City Council December 2016

Organization
Main Street will be advertising for two new Directors to the Main Street Board. Mainstreet is continuing to seek volunteers and recruit more members to the Design and Promotions/Merchants Committee.

Main Street Board and Director will be providing a State of Downtown Eatonton presentation at the December 19 Council Meeting.

Promotion
Main Street has between 25 and 30 entrants for the 2016 Light Up The Night Christmas Parade on Saturday December 10. The Arts and Crafts Bazaar is hosting around 30 vendors this year. Both entrants and vendors in the parade are up from previous years. We are forecast great weather for the event. The Clothing Depot, Maggie Lane and Heaven's Gate Bookstore have all contributed to the prize fund.

The Polar Express Christmas Movie projector, screen and sound will be provided by Putnam County High School Entertainment Technology Department. The outdoor heaters will be provided by Lake Oconee Rental. Evergreen Propane will be donating the fuel to heat them.

Mainstreet is seeking to promote a Fire and Ice Festival on Saturday February 11 2017, in the City Center Parking Lot with Council permission. Mainstreet is also seeking to partner with the Eatonton Cotton Warehouse to make use of the Event Stage and Lawn. The Ice Sculpting will take place in the Cotton Warehouse. The Fire performers have an inside alternative and will have an educational aspect to their work for children, which will not involve fire.

Mainstreet is proposing two Friday Night Concerts on the 1st and 3rd Saturday in May in the City Center Parking Lot. Main Street will be providing Council with a 2017 Mainstreet Events calendar for approval at the December 19 City Council Meeting.

Design
The Planters now have their Christmas decorations. Putnam County High School students will be helping with the Store Windows motifs for the Holiday Season.

The Residential/Commercial Community Christmas Decorating Contest will be judged on December 12.

Julien DeRocher from the Department of Community Affairs Athens Design Studio met with the Mainstreet Director and members of the Design Committee on Tuesday November 22 to discuss and provide improvements to the E. Sumter St. Commercial Corridor.

Economic Vitality
Lake Country Physical Therapy is planning a grand opening in December.
The Woodmen Life office is planning a grand opening in December.

Summary
I would like to take this opportunity to invite all of City Council to take part in the Light Up The Night Christmas Parade on Saturday December 10. The parade will begin at 6pm.
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to sign a Memorandum of Understanding with DCA for participation in the Georgia Classic Main Streets Program for 2017 and for other purposes.

WHEREAS, the City of Eatonton determined that it was desirable and necessary to activate Eatonton Main Street; and

WHEREAS, Eatonton Main Street seeks to promote and develop the City’s downtown district through economic development, organization, promotions and design and encourages preservation of the City’s historic and cultural character; and

WHEREAS, Eatonton Main Street presented to the City a memorandum of understanding and trademark sublicense agreement required by the Department of Community Affairs for its continued participation in the Georgia Classic Main Streets Program; and

WHEREAS, the City of Eatonton wishes to provide continued support of the Eatonton Main Street program and its downtown development strategies and events sponsorships.

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


APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia this 6th day of December, 2016.

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

ATTEST:

Clerk, City of Eatonton, Georgia
2017
Georgia Classic Main Streets
Memorandum Of Understanding
MOU
1/1/2017

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and returned including original signatures to the Georgia Department of Community Affairs, c/o Leigh Burns, 60 Executive Park South, NE, Atlanta, Georgia 30329 by FEBRUARY 17, 2017.
GEORGIA CLASSIC MAIN STREETS PROGRAM
MEMORANDUM OF UNDERSTANDING

2017 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as “DCA”), the City/Town of __________________________, Georgia (hereinafter referred to as “Community”), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2017. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as “National Program”) to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
   A. A copy of these boundaries should remain on file with DCA at all times.
   B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
   A. The downtown manager must have a job description that identifies at least 75% of their duties (if a full time employee) or all of their duties (if a part-time employee) that are directly related to Main Street activities. A copy of the job description should remain on file with DCA at all times.
   B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
   C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
   D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
   A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
   B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA encourages this space to be in the local Main Street program area.
   C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
   A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
      i. Business license data
      ii. Building permit data
      iii. Property tax data
      iv. Geographic Information Systems data (mapping support when available)
B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the “Main Street America™” name in accordance with the National Main Street Policy on the Use of the Name Main Street.

7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
   A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
   B. The work plan should be created on a Calendar Year format in concurrence with this Agreement (2017), and can serve as a strategic plan for the local program for a period of three years or less.
   C. A copy of the work plan should be on file and updated with DCA.

2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
   A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
   B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
   C. The Board should actively engage the community for financial and in-kind support of the local program.

3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.

4. Meet a minimum of 6 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.

5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.

6. Newly Appointed Board Members are required to attend Main Street 101, hosted by the Office of Downtown Development, within their first year of their first term.

7. Assure the financial solvency and effectiveness of the Local Main Street Program.
   A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
   B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
   C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
   A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
   B. Participate in occasional surveys by DCA related to Main Street programming.
   C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
   D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
   E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community’s downtown area.

2. Participate in training to broaden the impact of the local Main Street Program.
   A. One representative from the local program should attend at least one Regional Managers meeting in 2017.
   B. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
   C. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-
DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

D. Respond to requests by DCA in a timely manner.

3. Take advantage of the Georgia Classic Main Street network of professional downtown managers.
4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community.
5. Provide regular updates between the local Main Street Program and the Community.
   A. Managers are encouraged to provide at least quarterly reports to the local government.
   B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
   A. DCA will offer a series of webinars (live and pre-recorded) on a diverse set of downtown related topics and will upload a copy of recorded webinars to the Georgia Main Street YouTube Channel.
   B. DCA will offer seven Regional Managers Meetings statewide in 2017.
   C. DCA will offer four Main Street 101 workshops and one Main Street 201 workshop throughout the year, with topics related to the Main Street Approach™
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community’s downtown revitalization strategy.
   A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
   B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
   C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
   A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
   B. DCA may assist in training local staff or volunteers in the reporting process.
   C. DCA will provide unlimited telephone consultations with local programs.
   D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program at a discounted rate. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.
ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through December 31, 2017.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2017 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager’s signature certifying that person’s understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.
GEORGIA CLASSIC MAIN STREET PROGRAM

MEMORANDUM OF UNDERSTANDING: 2017 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): ______________________________

_________________________  _________________________
Mayor/Chief Elected Official's Signature  Date

_________________________  _________________________
Printed Name  Date Term Expires

MAIN STREET BOARD OF DIRECTORS

_________________________  _________________________
President/Board Chairperson's Signature  Date

_________________________  _________________________
Printed Name  Date Term Expires

DOWNTOWN MANAGER

_________________________  _________________________
Manager's Signature  Date

_________________________  _________________________
Printed Name  Date Hired

☐ Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

_________________________  _________________________
Director's Signature  Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
80 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov
TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sub-license Agreement ("Sub-license Agreement") is entered into between the Office of Downtown Development ("Coordinating Program") and __________________________ ("Sublicensee"), effective as of January 1, 2017. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

   A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grlIU).

   B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the State Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

   C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program’s geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC’s name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

   D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and CoordinatingProgram have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

<table>
<thead>
<tr>
<th>Mark</th>
<th>U.S. Registration Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAIN STREET</td>
<td>Reg. Nos. 3,365,568 and 2,057,207</td>
</tr>
<tr>
<td>NATIONAL MAIN STREET CENTER</td>
<td>Reg. No. 2,013,837</td>
</tr>
</tbody>
</table>

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the
benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

i. MAIN STREET AMERICA™ word and logo marks. The Sublicensee’s rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

   For use by Local Programs who are Designated Members at the Accredited Level:

   ![MAIN STREET AMERICA Accredited](image)

ii. NATIONAL MAIN STREET CENTER® word and logo marks. The Sublicensee’s right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:

   ![National Main Street Center](image)

iii. MAIN STREET® word mark. The Sublicensee’s right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. “Main Street Iowa”), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

   A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or
stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or “National Trust for Historic Preservation.” Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2017, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between State Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLJU, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC’s and the National Trust’s rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.
7. **Good will and promotional value.** Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. **Non-assignment.** This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. **Compliance Verification.** It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the State Program. If the State Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the State Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the State Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. **Termination.**

    A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

    B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee’s actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC’s rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program’s rights to use, license or sublicense the Trademarks.

    C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. **Governing Law.** This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. **Annual Report, Notices, Other Communication.** Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.
13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:
Name: The Office of Downtown Development
Address: Georgia Department of Community Affairs,
c/o Office of Downtown Development
60 Executive Park South, NE
Atlanta, GA 30329
Phone: 404-679-4859
Email: jessica.reynolds@dca.ga.gov

To Sublicensee:
Name: 
Address: 
Phone: 
Email: 

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

By: Jessica Reynolds, Director
Office of Downtown Development

Sublicensee

By: ________________________________
Name, Title

Date: ________________________________
WHEREAS, the Mayor and Council of the City of Eatonton, Georgia celebrate our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years, and

WHEREAS, small businesses employ over 49 percent of all businesses with employees in the United States; and

WHEREAS, 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

WHEREAS, 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

WHEREAS, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

WHEREAS, the City of Eatonton supports the local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, WALTER C. ROCKER, JR., MAYOR OF THE CITY OF EATONTON, do hereby proclaim November 26, 2016 as SMALL BUSINESS SATURDAY and urge the residents of the City of Eatonton to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand, and cause the Great Seal of the City of Eatonton, Georgia to be affixed this twenty-third day of November, in the year of our Lord two thousand and sixteen.

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

Attest:

Sarah Abrams, Clerk

(SEAL)
PROCLAMATION

WHEREAS, the men and women who devote their time and energy as professional law enforcement officers have assumed responsibilities essential for the safety and well being of their fellow citizens; and

WHEREAS, William Kent Lawrence has served the City of Eatonton as Chief of Police for the last thirty years and is deserving of recognition for reaching this milestone; and

WHEREAS, during his tenure as Chief of Police, William Kent Lawrence has initiated proactive measures to modernize, professionalize, and properly equip the Eatonton Police Department to address the evolving challenges facing the law enforcement community; and

WHEREAS, William Kent Lawrence has served as an example to his peers and the residents of this community and the State of Georgia, both in his personal and professional achievements, with fairness and dedication.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Members of the Council of the City of Eatonton do hereby recognize and honor William Kent Lawrence for his thirty years of service as Chief of Police and express sincere appreciation for his dedication and commitment to the citizens of the City of Eatonton, Georgia.

PROCLAIMED this 1st day of December, 2016.

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

Ms. Alma Stokes

ATTEST: Ms. Sarah Abrams
Clerk, City of Eatonton, Georgia