City of Eatonton
Council Meeting Agenda
November 1, 2016
7:00 PM
Hut Building
400A West Marion Street
Eatonton, Georgia 31024
(706) 485-3311

1. 7:00 PM Call to Order

2. Invocation: Councilman James A. Gorley

3. Approval of Minutes: Attachment 3

4. Public Comments:
   Reading of Rules for Public Comments:

5. Old Business:
   A.

6. New Business:
   A. Proposed Resolution to Amend Paragraph G (Holidays) of Section VI of the City of Eatonton Personnel Manual Attachment 6A
   B. Proposed Resolution to Authorize the Mayor to Execute a Contract for Engineering and Related Services with Carter and Sloope, Inc. Attachment 6B
   C. Proposed Resolution to Rescind a Resolution to Accept a Gift of Real Property Attachment 6C

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. Huskims
- City Clerk – Sarah Abrams

9. Executive Session:

10. Motion to Adjourn:
City of Eatonton Council Meeting  
Monday, October 17, 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 Charles R. Haley  
Councilwoman Alma Stokes

Elected Officials Absent:  
Councilman William Mangum, Jr.

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

Mayor Walter C. Rocker, Jr. called the October 17th Council meeting to order at 7:00 PM.

Invocation was given by Councilwoman Teresa Doster.

Councilman Gorley asked has anything changed in the way the City of Eatonton acquires property. Should we vote on it before acquiring property? What has changed from the way we acquired property in the past. Gorley referenced the City acquiring the Old Putnam State Prison property on West Forrest Street, from the State of Georgia; Enterprise Hill Mill houses on Oak Street, the Trail Park property on North Jefferson Avenue/Hwy 441 North and the Masonic Lodge building (Benevolence Lodge) on Martin Luther King, Jr. Drive. Councilman Gorley advised he wanted to go on the record that he was opposed to the City acquiring Jimmy Marshall’s property on Sumter Street or any other property and using City employees to clean it up. Gorley wanted to know why we are paying for a title deed search when we have not accepted the property. Gorley advised if the City accepts donated property, this will reduce the tax digest and the city will lose income. We are setting a precedent. Will the City continue to accept property
when the owners do not wish to clean it up? It would cost around $4,000 to clean up the Marshall’s property on Sumter Street. City Attorney Huskins advised working on a title search for the Marshall’s property. Council has always voted to accept a piece of property before the City acquires it. There is an exception in the case when someone quit-claims their property such as on Simmons Street without the City’s knowledge. Only by accident was this quit-claim deed found and the City was notified of being the owner.

Councilman Haley advised it is not fair to other property owners living next to property which is not being maintained.

Motion was made by Haley and seconded by Butts to approve the minutes of the last meeting with any necessary corrections. Motion carried by a vote of 6-0.

Public Comments: Mrs. Valerie Hurt - Property Maintenance Citation

Reading of the Rules for Public Comments: City Administrator Gary Sanders read the Rules for making Public Comments.

Mrs. Valerie Hurt who lives at 203 Tecumseh Avenue talked to Council about the City Code Enforcement Officer’s professional ethics and that of a police officer who was accompanying her, when she was served with citations on her job at the Putnam County Middle School. The citations were for Ms. Hurt and her husband, Mark Hurt. Mrs. Hurt advised not having had any direct communication with the Code Enforcement Officer in the past and according to the Code of Ordinances she should have been given 10 days to clean up her property before being given a ticket. Mrs. Hurt presented pictures of other properties in her neighborhood which are in need of maintenance, and have not been cited to her knowledge.

Mrs. Hurt reported addressing questions to the Putnam County Planning and Development office and later learned the letter should have been mailed to the City of Eatonton. The letter was delivered to the City and she is awaiting a written response from the City of Eatonton to her inquiries. City Administrator Sanders advised working on a response to Mrs. Hurt’s inquiries. Hurt also advised going to court last Wednesday and is scheduled to go back December 14, 2016. Mrs. Hurt asked why her husband was not given a warning notice. Hurt asked the City to pay her and her husband $1,900.00 for court appearance/finances and attorney fees.

Old Business: None

New Business:

Swearing-in of Municipal Court Judge
Mayor Walter Rocker performed the swearing-in of City of Eatonton Municipal Court Judge R. Michael Gailey, Jr.

**Swearing-in of City Solicitor**
City Solicitor Russell Thomas was absent.

**Main Street Report Attachment #6C**
Andrew Simpson, Main Street Director presented the following report to Council.

**Organization**
With great regret I must announce the passing of Cheryl Culver. Ms. Culver was a great supporter of Main Street in general and was on our Merchants/Promotions Committee. Her advice and enthusiasm will be missed.

**Promotion**
The billboards on Highway 441 highlighting the Briar Patch Arts Festival and Downtown Eatonton are now up. I will continue to monitor foot traffic in downtown and crowd numbers for the Festival.

The Briar Patch Arts Festival now has a waiting list of vendors. Our Arts and Crafts Vendors are at 90% with the rest being informational and food. We have 1 commercial vendor this year.

Main Street has agreed to partner with the Recreation Dept. to purchase a big screen and projector to show movies. I have discussed this on the telephone with Mr. Waskey and will be meeting with him next week to discuss possibilities. We are looking somewhere between $5,000 and $6,000 with the Recreation Department and Main Street paying half the amount.

Eatonton Main Street is working with Woodmen Life and The Masonic Lodge to see if we can have flags donated. If not Main Street will seek to secure contributions from Veterans Organizations and solicit donations from individuals, and clubs to have flags up in Eatonton by Veterans Day. (November 11)

**Design**
The Scarecrow Contest judging begins on October 11 and finishes on October 21.

The Planters will have their Fall decorations ready between mid and the end of October.

A great number of merchants are coming on board to have their windows painted. I am in contact with both Putnam County High School and Gatewood Schools to bring this project to fruition.

**Economic Vitality**
The Pex Theater space occupied by The County Kitchen hopes to be open by mid to late October.

The Folk Art venue hopes to be open by the end of October.

Eatonton Main Street is still fielding inquiries about vacant properties.

**Summary**
Eatonton Main Street aims to have United States flags in the downtown area by Veterans Day.
Eatonton Main Street is receiving inquiries about the Arts Festival from all over Georgia. These inquiries validate the advertising costs involved.

The Scarecrow Contest is creating a great deal of enthusiasm from those participating, the merchants and general public. Eatonton Main Street has received more entries than last year and it is a great promotion for downtown with the Briar Patch Arts Festival coming up on Saturday October 29.

Two high school students are painting the downtown windows.

Proposed Authorization of a Tootsie Roll Drive Sponsored by Special Olympics Georgia, Putnam Jasper Support Services and the Knights of Columbus Attachment #6D

Motion was made by Gorley and seconded by Doster to approve a Tootsie Roll Drive Sponsored by Special Olympics Georgia, Putnam Jasper Support Services and the Knights of Columbus to be held on November 1 & 2, 2016. Motion carried by a unanimous vote of 6-0.

Discussion and Possible Action on Canceling or Rescheduling the November 1, 2016 Council Meeting

Council discussed rescheduling the November 1st Council meeting because Mayor Rocker and City Administrator Sanders would be in Savannah attending the CDBG Workshop on November 1 and 2nd.

Motion was made by Doster and seconded by Haley to hold the regular Council meeting schedule for Tuesday, November 1, 2016. Motion carried by a unanimous vote of 6-0. The City of Eatonton regular Council meeting will be held on Tuesday, November 1, 2016 at the Hut, located at 400-A West Marion Street, Eatonton, GA.

Proposed Resolution to Authorize the Mayor to Sign an AT&T Repair Billing Litigation Claim Form Attachment #6F

City Administrator Sanders advised this is a notice of a proposed Class Action Settlement in reference to James D. Hinson Electrical Contracting Co, Inc Blythe Development Company Callaway Grading, Inc. and National Utility Contractors Association, Plaintiffs v. AT&T Services, Inc. and BellSouth Telecommunications, Inc., Defendants. The City should receive around $154.27 from this settlement.

Motion was made by Walker and seconded by Gorley to approve the Proposed Resolution Authorizing the Mayor to Sign an AT&T Repair Billing Litigation Claim Form. Motion carried by a unanimous vote of 6-0.

Zoning: None
Committee Reports:

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

Councilman Butts reminded Council they are invited to attend and participate in the major clean-up day in Ward #2 on Saturday, October 22, 2016, starting at 9:00AM. Butts asked members to come to the New Life Outreach Christian Center Church located at 206 Agnes Drive.

Councilwoman Stokes reported on the passing of Police Officer Willie George Macon. His funeral was held on Saturday, October 15th. Stokes asked to keep the family in prayer.

Councilman Gorley advised Officer Willie George Macon was a real people person and an asset to our community. Officer Macon will be greatly missed.

City Administrator Sanders advised the Comprehensive Plan Steering Committee will meet in the Putnam County Commissioners’ Meeting Room 203 on Tuesday afternoon, October 18, 2016 at 4:30 PM. The City has 8 able and willing participants serving on the committee.

Administrator Sanders advised working with DOT on utility relocation of gas line on Hwy 44.

City Clerk Abrams advised Council due to pending surgery in the month of November one of the office staff clerks will attend the Council meeting in her absence.

Mayor Rocker asked if there was any other business to be discussed before he called for the adjournment. There being no other business to discuss. Motion was made by Haley and seconded by Walker to adjourn. Motion carried by a unanimous vote of 6-0.

Walter C. Rocker, Jr., Mayor

ATTEST:

Sarah E. Abrams, City Clerk
Resolution to Amend Paragraph G (Holidays) of Section VI of the City of Eatonton Personnel Manual

BE IT RESOLVED, that Paragraph G (Holidays) of Section VI of the Personnel Manual Policies and Procedures, City of Eatonton, Georgia is amended to read as follows:

G. HOLIDAYS

The City of Eatonton observes the following holidays:

- New Year’s Day: January 1
- Martin L. King Jr.’s Birthday: Third Monday in January
- Good Friday: Friday before Easter
- Memorial Day: Last Monday/May
- Independence Day: July 4
- Labor Day: First Monday/September
- Veterans Day: November 11
- Thanksgiving Day: Fourth Thursday/November
- Day after Thanksgiving Day: Fourth Friday/November
- Christmas Eve Day: December 24
- Christmas Day: December 25

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 1st day of November, 2016.

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

ATTEST:

Clerk, City of Eatonton, Georgia
VI. CONDITIONS OF EMPLOYMENT
G. HOLIDAYS

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(Added text shown by underline)
### 2016 Holiday Schedule

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Calendar Date</th>
<th>County Observance</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Friday, Jan. 1</td>
<td>Same</td>
</tr>
<tr>
<td>Martin Luther King, Jr.’s Birthday</td>
<td>Monday, Jan. 18</td>
<td>Same</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Friday, March 25</td>
<td>Same</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Monday, May 30</td>
<td>Same</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Monday, July 4</td>
<td>Same</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Monday, Sept. 5</td>
<td>Same</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>Friday, Nov. 11</td>
<td>Same</td>
</tr>
<tr>
<td>Thanksgiving</td>
<td>Thursday, Nov. 24</td>
<td>Same</td>
</tr>
<tr>
<td>Day After Thanksgiving</td>
<td>Friday, Nov. 25</td>
<td>Same</td>
</tr>
<tr>
<td>Christmas Eve Day</td>
<td>Saturday, Dec. 24</td>
<td>Friday, Dec. 23</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Sunday, Dec. 25</td>
<td>Monday, Dec. 26</td>
</tr>
</tbody>
</table>

This schedule has been prepared based on the current Putnam County Personnel Manual, adopted August 19, 2003 and last amended December 2, 2011.
RESOLUTION

A RESOLUTION by the Board of Council of the City of Eatonton, Georgia, to authorize the Mayor to execute a contract for engineering and related services with Carter and Sloope, Inc. and for other purposes.

WHEREAS, the Mayor and Council of the City of Eatonton, Georgia, have found the Community Development Block Grant Program to be a necessary and desirable funding option in order to improve streets, drainage and sidewalks in Eatonton, Georgia; and

WHEREAS, the City of Eatonton is the recipient of a FY 2016 Community Development Block Grant in the amount of $500,000 for certain street and drainage improvements on Church Street; and

WHEREAS, the City of Eatonton requested proposals from engineering firms and Carter and Sloope, Inc. was judged to be the most knowledgeable and responsive firm; and

WHEREAS, the City of Eatonton desires to engage Carter and Sloope, Inc. to perform certain engineering, technical, and other related tasks incident to design, construction administration, surveying, and construction review of the FY 2016 Community Development Block Grant award.

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

THE MAYOR OF THE CITY OF EATONTON IS HEREBY AUTHORIZED TO EXECUTE A CONTRACT WITH CARTER AND SLOOPE, INC. TO PERFORM CERTAIN ENGINEERING, TECHNICAL, AND OTHER RELATED TASKS INCIDENT TO DESIGN, CONSTRUCTION ADMINISTRATION, SURVEYING, AND CONSTRUCTION REVIEW OF A FY 2016 COMMUNITY DEVELOPMENT BLOCK GRANT AWARDED TO THE CITY OF EATONTON UNDER THE PROVISIONS OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, AND TO SIGN DOCUMENTS AND SUCH SUPPORTING AND COLLATERAL MATERIAL AS SHALL BE NECESSARY FOR THE PROPER EXECUTION OF THE CONTRACT.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 1st day of November, 2016.

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

ATTEST:

________________________________________
Clerk, City of Eatonton, Georgia
AGREEMENT

FOR ENGINEERING AND RELATED

PROFESSIONAL SERVICES

THIS AGREEMENT made as of 7th day of October, 2016, by and between CITY OF EATONTON hereinafter referred to as the "Client", and CARTER & SLOOE, INC., hereinafter referred to as the "Consultant".

WHEREAS, the Client intends to implement a grant award program under the Community Development Block Grant Program which will be paid for in full or in part with financial assistance from the United States of America, acting through the Federal Community Development Block Grant Program as administered for the Federal Department of Housing and Urban Development by the State of Georgia Department of Community Affairs, (hereinafter referred to as DCA); and

WHEREAS, the Client requires certain technical services for the implementation of such grant award program; and

WHEREAS, the Client recognizes that the Consultant has the expertise which it requires; and

WHEREAS, the Parties hereto are desirous of entering into an agreement for Consultant to furnish the various technical services hereinafter described which the client requires.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties do hereby agree as follows:

I.  **SELECTION OF CONSULTANT:**

The Consultant has been selected by the Client following an objective review of the Consultant's ability to provide the specified services, in compliance with local standards for procurement of professional services and Federal Circular No. A-102.
II. **SCOPE OF SERVICES**

1. **Services by Consultant:**

   The Consultant shall perform all the necessary services specified in this Agreement in connection with the Client's Community Development Program, (hereinafter referred to as "the Project") as follows:

   (a). **Engineering Design, Construction Administration, Surveying and Construction Review:**

   (1) Meet with City officials to discuss scope and boundaries of the Project.

   (2) Meet with Associates in Local Government Assistance (Alga) to discuss specific requirements of Community Development Block Grant Program.

   (3) Provide topographic survey for the proposed improvements.

   (4) Design the proposed improvements as outlined in the engineering report for and including Georgia Department of Natural Resources Environmental Protection Division approvals.


   (6) Submit Construction Plans to the Client and Associates in Local Government Assistance (Alga) for review and approval.

   (7) Assist in advertising for construction.

   (8) Assist in obtaining bids. Hold bid opening at City Hall and provide contract administration.

   (9) Provide periodic construction review and assess construction quality and progress. Periodic construction review is estimated to be once every two weeks.

   (10) Review Contractor’s pay estimates and make recommendations for payment.
(11) Special Performance Tests: The Engineer shall witness and fully report the results of all special performance tests required for the project.

(12) Prepare “As-Built” drawings showing actual locations of existing utilities and proposed improvements.

(13) Provide final construction review.

(b) Additional Services:

(1) Additional services to be provided on an as needed basis with fees being determined by actual number of hours spent performing the required duties. Additional services to include easement and land acquisition surveys. Wetland delineation and permitting will be considered as additional services. Application for additional funds outside of the CDBG program will also be considered additional services.

2. Obligation of Client:

The Client shall provide all the necessary support to assist Consultant in the performance of its services outlined above in regard to the project as follows:

(a) Provide timely overall policy direction for project;

(b) Provide legal services incidental to or necessary for: entering into contracts or resolving contract disputes, acquisition of rights-of-way and exercise of eminent domain;

(c) Inform Consultant of and assist Consultant with any unusual site conditions;

(d) Provide easements of rights-of-way necessary for design and construction of the project; and

(e) Make itself, its employees and officials available to Consultant for timely consultation and decision making.

III. TIME OF PERFORMANCE:

Upon execution of this Contract and commitment by DCA of grant funds to the Client, Consultant will commence performance of its services hereunder, and will complete same within a time period required to meet project schedules.
IV. COMPENSATION:

In consideration of services rendered under the provisions of this Contract, the Client will pay the Consultant fees for services rendered as follows:

1. **Engineering Design, Contract Administration, Surveying and Construction Review:**

   Storm Drainage and Street Improvements – FY 2016 CDBG: $65,100.00

2. **Additional Services:**

   Principal - $165.00/hr
   Senior Engineer - $160.00/hr
   Project Manager - $140.00/hr
   Project Engineer II - $130.00/hr
   Project Engineer I - $105.00/hr
   Technician I - $85.00/hr
   Construction Inspector / Technician II - $95.00/hr
   CADD Operator II - $70.00/hr
   Draftsmen - $55.00/hr
   Clerical - $65.00/hr
   Survey/Crew Person - $200.00/hr
   Wetland Technician - $155.00/hr
   Subcontract Consultants - Actual Cost x 1.5

V. METHOD OF PAYMENT:

Compensation for services rendered and associated expenses under this Contract shall be made in monthly payments in proportion to progress on project activities as billed by the Consultant.

VI. THE PROJECT:

The project for which the grant funds have been or will be committed is generally described as follows:
Storm Drainage and Street Improvements – FY 2016 CDBG

VII. NOTICES AND REPRESENTATIVES:

(A) All notices required herein between the parties hereto shall be given in person or by mail and if by mail such notice shall be considered as given on the date following date of mailing in the United States Mail with proper postage affixed thereto and addressed as follows, which are the respective names and addresses of the Client and Consultant:

CLIENT: City of Eatonton
P.O. Box 3820
Eatonton, GA 31024

ATTENTION: Gary M. Sanders, City Administrator

CONSULTANT: Carter & Sloope, Inc.
6310 Peake Road
Macon, GA 31210

ATTENTION: Tom H. Sloope, P.E.

(B) The persons to whose attention the notices described in subparagraph (a) above are to be directed shall be the respective representatives of the Client and the Consultant who will act as liaisons for administration of the Contract.
VIII. **TERMS AND CONDITIONS:**

The terms and conditions attached hereto as Exhibit "A" are expressly understood and are mutually agreed to by the Parties hereto. The said terms and conditions are hereby incorporated herein and made a part of this agreement by this reference.

IN WITNESS WHEREOF the Parties have made and executed, sealed and delivered in duplicate as of the day and year first above written, each of the said Parties keeping one of the copies hereof.

CONSULTANT: **CARTER & SLOOPE, INC.**

By: [Signature]

Vice-President

CLIENT: **CITY OF EATONTON**

By: [Signature]

ATTEST: [Signature]
EXHIBIT "A"
TERMS AND CONDITIONS

1. **Termination of Contract for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner any material obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall thereupon give written notice to the Consultant of such failure, violation or breach. If Consultant has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Client, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2. **Termination by Mutual Consent.** This Contract may be terminated at any time by mutual written consent of the Parties hereto, the effective date thereof to be at least thirty (30) days from the date of such mutual written consent. If the Contract is terminated as provided herein, the Consultant will be paid for the fees provided and expenses incurred up to the termination date.

3. **Changes.** The Client may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.

4. **Personnel.**
   a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Client.
   b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

5. **Reports and Information:** The Consultant, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
6. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.

7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.

8. **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

9. **Compliance with Local Laws.** The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Consultant shall save the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

10. **Equal Employment Opportunity.** During the performance of this Contract, the Consultant agrees as follows:

   a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.

   b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

   c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Client and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Consultant's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11245 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

11. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

12. **Section 109 of the Housing and Community Development Act of 1974.**

a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

13. "**Section 3**" Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and
subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

b. All contractors claiming a Preference in contracting by meeting any of the three qualifications including: a Resident Owned Business, Hiring/Employing 30% of New Hires, and/or sub-contracting at least 25% of their total award to a Section 3 Concern, shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination.

14. Interest of Members of a Public Body. No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

15. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

16. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

17. Georgia Energy Code. The Consultant and Client do hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included in all project design, where applicable.

18. Architectural Barriers. The Consultant and Client do hereby acknowledge and agree that provisions of State and Federal law pertaining to Architectural Barriers will be considered and included in all project design, where applicable.

19. Rehabilitation Act of 1973, Section 504 Handicapped. During the performance of this Contract, the Consultant agrees as follows:

a. The engineer will not discriminate against any applicant for employment or employee because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The engineer agrees to take affirmative action to employee, advance in employment and otherwise treat handicapped individuals without discrimination based on their physical or mental handicap in all employment practices such as the following: employment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of
compensation; and selection for termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

b. In the event of the engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders for the Secretary of Labor issued pursuant to this Act.

c. The engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the owner or contracted administrator for this program. Such notices shall state the engineer's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

d. The engineer will notify each labor union representative of workers with which it has a collective bargaining agreement or other contract understanding, that the engineer is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance employment qualified physically and mentally handicapped individuals.

e. The engineer will include the provisions of this clause in every subcontract or purchase order in excess of $2,500 unless exempted by rules, regulations or orders of Secretary of Labor issued pursuant to Section 503 of this Act, so that such provisions will be binding to each subcontractor or vendor. The engineer will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance. Programs may direct to enforce such provision, including action for noncompliance.

20. **Termination.** Unearned payments under this contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City/County; or if the grant to the City/County under the Community Development Block Grant Program is suspended or terminated. Moreover, if through any cause, the consultant shall fail to fulfill its obligations under this contract in a timely and proper manner, or if the consultant shall violate any of the covenants, agreements, conditions or obligations of the contract documents; the City/County may terminate this contract by giving written notice to the consultant of such termination and specifying the effective date of such termination. In such event, the City/County may take over the work and prosecute the same to completion, by contract or otherwise, and the consultant shall be liable to the City/Council for any additional cost incurred by the Owner in its completion of the work. Furthermore, the consultant will be paid an amount which bears the same ration to the total compensation as the work and services actually performed bear to the total work and services required. Provided, however, that id less than sixty percent of the services required by this Contract have been performed upon the effective date of such termination, the consultant shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the consultant during
the contract period which are directly attributable to the uncompleted portion of the services required by this Contract.

21. **Liquidated Damages for Delays.** There will be no liquidated damages for this contract.

22. **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

a. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tolls, or labor by reason of war, National Defense, or any other national emergency;

b. To any acts of the Owner;

c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and

d. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph “d”.

Provided, however, that the Contractor promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of the delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.
Contractor Affidavit under O.C.G.A. § 13-10-91 (b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Eatonton, GA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

226918
Federal Work Authorization User Identification Number
7/1/2009
Date of Authorization
Carter & Sloop Inc.
Name of Contractor
Storm Drainage and Street Improvements – FY 2016 CDBG
Name of Project
Eatonton, GA
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Sept. 29, 2016 in Macon (city), GA. (state).

[Signature]
Signature of Authorized Officer or Agent
Susan O'D. Meyers, Corporate and Business Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ___ DAY OF ___ , 20___.

[Signature]
NOTARY PUBLIC

My Commission Expires: ___
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to rescind a resolution to accept a gift of real property and for other purposes.

WHEREAS, on the 21st day of July, 2014, the Council of the City of Eatonton voted to accept and authorize to be conveyed to the City all such property known as parcel E006566 located at an address now or formerly known as 124 Martin Luther King, Jr. Drive (the Benevolence Lodge) comprising approximately one-quarter acre as currently recorded on the tax plat maps; and

WHEREAS, a title search of the property revealed deed issues such that the City is unable to receive a clear title; and

WHEREAS, the property owners have expressed a desire to withdraw their offer of such property to the City.

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

THE RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF EATONTON ON JULY 21, 2014 TO ACCEPT AND AUTHORIZE TO BE CONVEYED TO THE CITY ALL SUCH PROPERTY KNOWN AS PARCEL E006566 LOCATED AT AN ADDRESS NOW OR FORMERLY KNOWN AS 124 MARTIN LUTHER KING, JR. DRIVE (THE BENEVOLENCE LODGE) COMPRISING APPROXIMATELY ONE-CENTURY ACRE AS CURRENTLY RECORDED ON THE TAX PLAT MAPS FOR THE CITY OF EATONTON IN PUTNAM COUNTY GEORGIA IS HEREBY RESCINDED. THE CITY OF EATONTON MAKES NO CLAIM OF OWNERSHIP OF THE PROPERTY DESCRIBED HEREIN.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 1st day of November, 2016.

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

ATTEST:

________________________________________
Clerk, City of Eatonton, Georgia