City of Eatonton
Council Meeting Agenda
June 19, 2017
Putnam County Commissioners’ Meeting Room, #203
117 Putnam Drive
Eatonton, Georgia 31024
(706) 485-3311

1. 7:00 PM Call to Order

2. Invocation: Councilwoman Teresa Doster

3. Approval of Minutes: *Attachment #1*

4. Public Comments:
   Reading of Rules for Public Comments

5. Old Business:

   A.

6. New Business:

   A. Discussion and Possible Action on Changing the Date of the July 4, 2017 Council Meeting (Independence Day)

   B. Proposed Resolution to Authorize the Mayor to Sign a Work Detail Agreement with the Georgia Department of Corrections for 2017-2018 *Attachment #6B*

   C. Proposed Resolution to Authorize the Mayor to Sign Amendment #3 to the Area Agency on Aging Contract for SYF 2017 *Attachment #6C*

   D. Proposed Resolution to Establish a Mileage Reimbursement Rate *Attachment #6D*

   E. Proposed Resolution to Extend a Current Level 1 Freeport Exemption
7. Zoning Hearing:

   A. Appeal of Eatonton Planning and Zoning Commission Decision Regarding a Side Yard Setback Variance at 409 W. Marion Street by Dr. Joe Preston. Presently zoned R-1. [Map E006, Parcel 109] Attachment #7A

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

9. Executive Session:

10. Motion to Adjourn:
City of Eatonton Council Meeting
Tuesday, June 6, 2017 at 7:00 PM
Putnam County Commissioners’ Meeting Room #203
117 Putnam Drive
Eatonton, Georgia 31024

Elected Officials Present:
  Mayor Pro-Tem Harvey (Chip) Walker, Jr.
  Councilman Alvin Butts
  Councilwoman Teresa Doster
  Councilman Charles R. Haley
  Councilman William Mangum, Jr.
  Councilwoman Alma Stokes

Elected Officials Absent:
  Mayor Walter C. Rocker, Jr.
  Councilman James A. Gorley

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

Mayor Pro-Tem Harvey “Chip” Walker, Jr. called the June 6, 2017 Council meeting to order at 7:00 PM.

Councilman Alvin Butts gave the Invocation.

Motion was made by Doster and seconded by Mangum to approve the minutes of the last meeting held on May 15, 2017. Motion carried by a vote of 3-0. Councilman Alvin Butts and Councilman Charles R. Haley abstained because they were not present at the last meeting.
Public Comments: Terrence Waller

Motion was made by Haley and seconded by Butts to hear public comments from Mr. Terrence Waller. Motion carried by a unanimous vote of 5-0.

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

Mr. Terrence Waller spoke in reference to the mural on the outside wall of Nina’s Fashion and Beauty Supply Store, located on the corner of South Jefferson Avenue and East Sumter Street. Mr. Waller advised he would like to see the mural taken down because it is not fair to the people of this town. They do not need to be reminded of the 1950’s and 1960’s and he had asked Mr. Larry Moore to remove the mural. Therefore, he asked Council to get involved in getting mural removed. Mr. Waller made his comments in accordance with the rules for public comments.

Old Business: None

New Business:

Main Street Report for City Council Meeting Tuesday June 6 2017 - May Recap

Organization

The Main Street board appointed Tommy Cook as Treasurer.

Eatonton Main Street held its Strategic Planning/Budget meeting for the financial year 2017/18.

The Eatonton Main Street Board vacancies were advertised in the Eatonton Messenger.

Promotion

Eatonton Main Street received $3000 worth of sponsorship funds from The People's Bank and The People's Agency for Summer Concerts.

The Jazz Concert for Saturday May 20 was cancelled. The acts will be incorporated in the Briar Patch Arts Festival.

United States and Armed Forces Service Flags were displayed in the center of town for Memorial Day weekend.

Design

Dan Lowery has asked for a paint donation for his recently purchased building of 122 N. Jefferson Ave.

Adrian Staniou has still not completed the painting of his 106 N. Jefferson Ave property as promised.

Economic Vitality
Downtown Eatonton continues to attract interest in bringing merchants into the Downtown. However, buildings like Moore LP Gas (107 N. Jefferson Avenue) Communicom/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.

Spicy Southern Bistro announced they would be closing on Thursday June 1.

**Summary**

Main Street is seeking to expand the boundaries of its Tier 2 area as of the next financial year. The Main Street Director will be meeting with businesses in the proposed expansion area to see whether they wish to be part of the Downtown Eatonton revised area from October 1.

Eatonton Main Street partnering with the Putnam County Charter School System, UGA’s Willson Center for Humanities and Arts, the Georgia Writers Museum and the Butler-Baker Alumni Project, Inc. are working together for a public local history event. The event will be funded by a small grant from the National Endowment for the Humanities.

The event will be recording the oral histories of Putnam County by its citizens, and is currently scheduled for the Briar Patch Arts and Crafts Festival on September 30. There are currently two locations scheduled for the recordings. On the Courthouse Lawn and at the Georgia Writers Museum. Further locations may be provided depending on response. A reception/information session for the community will precede the event on Saturday, August 26. (Every month 1 will be providing an update to City council regarding the progress of this program with more details).

**Proposed Resolution to Appoint a Member to the Eatonton Historic Preservation Commission Attachment #6B**

Motion was made by Haley and seconded Doster to approve the proposed Resolution to fill a vacancy on the Historic Preservation Commission by accepting the application of Mr. Colby Hunter and appointing him to the Eatonton Historic Preservation Commission for a full 3-year term expiring on May 31, 2020 and authorize Mayor Rocker to sign the Resolution. Motion carried by a unanimous vote of 5-0.

**Proposed Resolution to Authorize a Natural Gas Rebate Program Attachment #6C**

Mr. Steve Edwards, Customer Service Representative of the Municipal Gas Authority of Georgia, gave an overview of the proposed Natural Gas Rebate Program. Mr. Edwards advised the rebate program is being offered to residents as an incentive to use natural gas and to encourage them to switch over their appliances to natural gas. Also, this program is part of a strategy to help the City retain its customer base.

Councilman Butts advised meeting with the Public Utility Committee members and they recommend approval of implementing the proposed rebate program for City of Eatonton Gas customers. Butts recommended an initial gas rebate budget of $5,000.00. The City of Eatonton gas customers have declined from 2,200 down to around 1,800.
Motion was made by Butts and seconded by Mangum to approve the proposed Resolution authorizing the City of Eatonton to implement a Natural Gas Rebate Program consistent with “Exhibit A.” All rebates will be subject to change or termination without notice as determined by the City. Funds made available through the Rebate Program will be subject to annual Budget appropriations. Motion carried by a unanimous vote of 5-0.

**Eatonton Natural Gas Rebate Offers**

<table>
<thead>
<tr>
<th>CITY</th>
<th>CONTACT</th>
<th>NATURAL GAS TANKLESS</th>
<th>NATURAL GAS DRYER</th>
<th>NATURAL GAS STOVE</th>
<th>NATURAL GAS LOGS</th>
<th>NATURAL GAS FURNACE</th>
<th>NATURAL GAS GRILL</th>
<th>ON-BILL FINANCING</th>
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</thead>
<tbody>
<tr>
<td>EATONTON</td>
<td>CHARLIE BALES</td>
<td>$300.00 REBATE</td>
<td>$50.00 REBATE</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
</tbody>
</table>

**Second Reading and Possible Adoption of Proposed Eatonton-Putnam County Media Production Permit Ordinance Attachment #6D**

City Attorney Christopher Huskins read the second reading of the Proposed Eatonton/Putnam County Media Production Permit Ordinance Chapter 44, Section 44-1 through 44-14.

Sec. 44-1 Short Title
Sec. 44-2 Definitions
Sec. 44-3 Application of Ordinance; Filming Location
Sec. 44-4 Exemptions
Sec. 44-5 Permit Application
Sec. 44-6 Administrative Review
Sec. 44-7 Permit Conditions
Sec. 44-8 Fees and Waivers
Sec. 44-9 Revocation
Sec. 44-10 Notification of Affected Businesses and Residents
Sec. 44-11 General Standards
Sec. 44-12 High Impact Activity Standards
Sec. 44-13 Special Effects, Explosives and Similar Devices
Sec. 44-14 Penalties

Motion was made by Doster and seconded by Haley to approve the Proposed Resolution and adopt the Eatonton-Putnam County Media Production Permit Ordinance regulating media production within the incorporated areas of Putnam County, and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 5-0.
Councilwoman Doster advised this Media Production Permit Ordinance is the same ordinance adopted by the county. City Attorney Huskins advised he would reach out to the County to be sure they advise the City when changes and updates are proposed and implemented.

**Proposed Resolution to Ratify the Action of the Mayor in Endorsing the Final Plat for the Sumter Street Station Apartment Attachment #6E**

City Administrator Sanders advised the Planning and Zoning Commission and Planning Director met on May 25th and approved the final plat for Sumter Street Station Apartments. Mayor Rocker signed the plat on May 26th. A surety bond was not required by the Planning and Zoning Commission for construction, installation or maintenance of improvements.

Motion was made by Doster and seconded by Haley to approve the proposed Resolution ratifying the action taken by the Mayor in endorsing the Final Plat for the Sumter Street Station Apartments. Motion carried by a unanimous vote of 5-0.

**Request for Occupational License by Saurabhkumar J. Patel d/b/a Lucky Lotto Store to Operate a Convenience Store and Sell Beer and Wine at 820 Oak Street, Eatonton, Georgia Attachment #6F**

Motion was made by Doster and seconded by Haley to approve the Occupational License requested by Saurabhkumar J. Patel d/b/a Lucky Lotto Store to operate a convenience store, sell beer and wine at 820 Oak Street, Eatonton, Georgia. Motion carried by a unanimous vote of 5-0.

**Zoning: None**

**Committee Reports:**
Mayor Pro-Tem Walker expressed words of thanks for a job well done to all who were involved and helped with the Annual Dairy Festival. Also, Mayor Pro-Tem Walker expressed words of appreciations for the work that Committees are doing on the upcoming FY Budget for 2018.

Motion was made by Doster and seconded by Mangum to pay the bills if and when the funds become available. Motion carried by a unanimous vote of 5-0.

Councilman Alvin Butts expressed words of thanks to the Council for considering and approving the Natural Gas Rebate Program for the City’s gas customers.
Councilman Charles Haley expressed words of approval on the excel spread sheets that was prepared and presented to Council from City Marshal Dianne Veal. Councilwoman Stokes had questions in reference to the organization of the City Marshal’s report. City Administrator Sanders explained that the report was entered in the order and the date that the cases were worked.

Council reported that retired Putnam County Coach Al Reaves passed, and words of condolence were expressed for the family.

City Administrator Gary Sanders reported to Council:

1. Final engineering plans are complete for the CDBG project on Church Street. We expect details regarding advertisement and bid dates soon.

2. Notice to Proceed for the TE Project has been issued by GDOT and the contract between the City and Structural Resources is ready for the Mayor to sign. Construction is expected to begin mid- to late-July.

3. We need to move forward with the SPLOST #8 project of replacing the vehicle lifts at the City shop due to a broken floor bolt. We have received quotes and will come in well under the original $30,000 estimate. Please let me know if there are any objections; otherwise, we will move forward with this project.

4. I will be out of the office on Thursday, June 15th for the Regional Commission’s Leadership Program.

5. GMA Delegate/Proxy

City Administrator Sanders advised Council that Georgia Municipal Association asked that the City of Eatonton submit the Voting Delegates Form for the Annual Membership Business Meeting by June 9, 2017.

Motion was made by Haley and seconded by Mangum to add Georgia Municipal Association Annual Membership Business Meeting Voting Delegate to the Agenda. Motion carried by a unanimous vote of 5-0.

Motion was made by Haley and seconded by Doster to approve Mayor Walter C. Rocker, Jr. as the voting delegate and Boyd Austin, Georgia Municipal Association President as proxy for the Georgia Municipal Association Annual Membership Business Meeting to be held on Sunday, June 25, 2017 in Savannah International Trade and Convention Center, Savannah, Georgia. Motion carried by a unanimous vote of 5-0.
Councilwoman Stokes advised she have heard the concerns and objections of the citizens that were spoken of by Mr. Terrence Waller in reference to the mural on the wall of Nina's Fashion. The mural does not represent a good meaning for the citizens of Eatonton; it is heartbreaking. Eatonton is good; but, this is not a great thing. Eatonton can be better. Councilman Mangum asked what are you opposed to. Councilwoman Stokes advised you must see the mural and form your own opinion.

City Attorney Huskins expressed words of gratitude to City Administrator Sanders and Street Supervisor Joe Hawkins for help with reserving parking spaces for use by his maintenance contractor who was replacing heat pumps at his office.

Mayor Pro-Tem asked if there was any more business to be discussed. There being no other business; motion was made by Haley and seconded by Doster to adjourn. Motion carried by a unanimous vote of 5-0. Meeting adjourned at 7:41 P.M.

Harvey “Chip” Walker, Jr., Mayor Pro-Tem

ATTEST:

Sarah E. Abrams, City Clerk
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to sign a work detail agreement with the Georgia Department of Corrections for 2017 – 2018 and for other purposes.

WHEREAS, the City of Eatonton is a local government, more specifically a municipal corporation, as defined by federal and state law; and

WHEREAS, the Georgia Department of Corrections offers inmate work details to local governments to assist in public works and other; and

WHEREAS, the City of Eatonton currently contracts with the Georgia Department of Corrections for work details; and

WHEREAS, the Georgia Department of Corrections has offered to renew such contract with the City of Eatonton in order to provide inmate work details for State Fiscal Year 2018; and

WHEREAS, the City of Eatonton wishes to continue to provide inmate work details to assist in its public works activities.

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 SIGN SUCH WORK DETAIL AGREEMENT OFFERED BY THE GEORGIA DEPARTMENT OF CORRECTIONS FOR SFY 2018. ADDITIONALLY, THE MAYOR IS AUTHORIZED TO SIGN LETTERS AND SUCH OTHER SUPPORTING AND COLLATERAL MATERIAL AS SHALL BE NECESSARY FOR THE PROPER EXECUTION AND IMPLEMENTATION OF THE AGREEMENT AS MAY BE REQUIRED.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 19th day of June, 2017.

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

ATTEST:

Clerk, City of Eatonton, Georgia
WORK DETAIL AGREEMENT
Governmental Entity Provides Vehicle

THIS AGREEMENT is entered into this 1st day of July, 2017, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and City of Eatonton, a department, agency or political subdivision of the State of Georgia ("Governmental Entity"),

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Hancock State Prison facility (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(c).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2017 until 11:59 p.m. on June 30, 2018 ("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.

2. Scope of Services. Department agrees to provide Governmental Entity with two (2) Offender work detail(s). Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.

3. Prohibited Contact And Dealings With Offenders.

A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an Offender.

B. Governmental Entity will take all reasonable steps to ensure that the Offenders working under this agreement will have no contact with any unauthorized civilians.

C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that the Offenders working under this Agreement will have no
contact with any student of Governmental Entity’s school system.

D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity’s control.

4. **Workplace Safety.** Governmental Entity agrees to provide a safe workplace for Work Details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

5. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512 megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

6. **Compensation.** Governmental Entity agrees to pay Department the sum of Seventy Nine Thousand Dollars ($79,000.00) per year calculated at Thirty Nine Thousand Five Hundred Dollars ($39,500.00) per detail for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correction Officer’s hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively “Off Days”). For each
day in excess of the Off Days that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty Nine Dollars and Ninety Cents ($189.90). Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department’s monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. If the detail does not go out because the Governmental Entity is not able to provide transportation, or at the request of the Governmental Entity, the Governmental Entity is responsible for paying the full rate for that day. Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

7. **Termination for Convenience.** This Agreement may be terminated by either party upon seven (7) calendar days written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.

8. **Notices.** Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity: City of Eatonton
P.O. Box 3820
Eatonton, GA 31024

If to Department: Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, GA 31029

With a copy to: Hancock State Prison
Warden
P.O. Box 339
Sparta, GA 31087

9. **Sole Benefit.** Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participate in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.

10. **Amendment.** The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless
the same is reduced to writing and signed by the parties hereto.

11. **Governing Law.** This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

13. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS:  

By: ____________________________  
Jennifer Ammons  
General Counsel

GOVERNMENTAL ENTITY:

By: ____________________________

Print Name: ____________________

Title: __________________________

FACILITY WARDEN/SUPERINTENDENT

By: ____________________________

Print Name: ____________________
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to Authorize the Mayor to Sign Amendment #3 to the Area Agency on Aging Contract for SFY 2017 and for other purposes.

WHEREAS, the City of Eatonton has received notification from the Middle Georgia Regional Commission that an amendment to the SFY 2017 Area Agency on Aging contract is required to reflect adjustments made as a result of the Regional Commission’s current projected number of home-delivered meals to be served through June 30, 2017; and

WHEREAS, SFY 2017 Area Agency on Aging contract funding amounts are evaluated and adjusted to ensure maximum utilization of available resources; and

WHEREAS, as the fiscal year moves forward, any changes to available funding will result in additional contract amendments.

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

THE MAYOR IS AUTHORIZED TO SIGN CONTRACT AMENDMENT #3 BETWEEN THE MIDDLE GEORGIA REGIONAL COMMISSION AREA AGENCY ON AGING AND THE CITY OF EATONTON FOR SFY 2017 AND OTHER SUCH SUPPORTING MATERIAL AS SHALL BE NECESSARY FOR THE PROPER EXECUTION OF THE AMENDMENT.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 19th day of June, 2017.

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

ATTEST:

______________________________
Clerk, City of Eatonton, Georgia
June 6, 2017

Gary Sanders, City Administrator
City of Eatonton
201 N. Jefferson Avenue
Eatonton, GA 31024

Dear Gary:

Enclosed for your review and signature are three copies of an amendment to your agency’s SFY 2017 contract with the Middle Georgia Regional Commission. This amendment reflects budget adjustments made as a result of the current projected number of units of home-delivered meals to be served by your organization through June 30, 2017.

At your earliest convenience, please return two signed and witnessed copies of the contract amendment to the Regional Commission.

Please feel free to call Julie Hall, AAA Director, at 478-751-6160 if you have any questions or concerns.

Sincerely,

Laura Mathis
Executive Director

Enclosures
MIDDLE GEORGIA REGIONAL COMMISSION
AREA AGENCY ON AGING
CONTRACT

RC/AAA ADMINISTRATIVE INFORMATION:

Expense X
DHS Contract #42700-373-0000049731 CFDA #93.053 (NSIP)
Total Obligation: $94,450 CFDA #93.045 (Title III C1, C2)

Federal: $ 56,631
State: $ 31,154
Match: $ 6,665

SECTION I – GENERAL CONTRACT PROVISIONS:

PARA #101 CONTRACT BETWEEN:

This Contract is made and entered into by and between the Middle Georgia Regional Commission (RC), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 49-2-1 and as otherwise identified in Section II of this contract (if applicable), and hereinafter referred to as the RC;

AND

City of Eatonton
201 N. Jefferson Avenue
Eatonton, GA 31024

legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the CONTRACTOR.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Bibb County, Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors is a partner, employee, or agent of the RC, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

RC Contract Section II, Paragraph #201, A.2 is amended as follows:

SECTION II – SPECIAL TERMS AND CONDITIONS:

A. The Contractor agrees:

2. That the approved budget for all fund sources or program is attached hereto as Appendix B.

RC Contract Section III, Paragraph #301
Is Amended to Read:

SECTION III - CONTRACT PAYMENT PROVISIONS:

PARA #301 RC PAYMENT TO CONTRACTOR AND CONTRACTOR MATCH REQUIREMENT:

The total approved budget for the entire Contract is $94,450. Total payments to the Contractor shall not exceed $87,788.

X TITLE III OLDER AMERICANS ACT

The total approved budget (Appendix B) for Title III is $66,626, payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

<table>
<thead>
<tr>
<th>Congregate Meals</th>
<th>$7.39/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home-Delivered Meals</td>
<td>$7.90/Unit</td>
</tr>
</tbody>
</table>

Total Contract reimbursement for expenses shall not exceed $59,964.

TITLE III MATCH REQUIREMENT:

Certified Cost Only _____ In-Kind _____ Both X

The Contractor agrees to furnish annual cost/cash contribution or in-kind match of $6,662, which represents 10% of the total Older Americans Act portion of the Contract excluding any applicable credits. The certified cost/expenditures or in-kind match values will be expended/recorded by the Contractor monthly in an amount not less than 10% of the total monthly Older Americans Act project expenditures reported, less any applicable credits. Requirements for certified cost and/or in-kind match are specified in Paragraph 304.

X NSIP NUTRITION SERVICES INCENTIVE PROGRAM

The total approved budget (Appendix B) for NSIP is $27,824, payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

Home-Delivered Meals $7.90/Unit

Total Contract reimbursement for expenses shall not exceed $27,824.
SECTION V:

PARA #501 CONTRACT APPENDICES INCLUSION:

This contract includes Appendices as listed below, which are hereto attached and made a part hereof:

Appendix B - Budget Fund Source Summary
This Contract Amendment constitutes the full and complete agreement between the parties hereto and is part of the original contract dated July 20, 2016, for the State Fiscal Year 2017.

WITNESS:

[Signature]

MIDDLE GEORGIA REGIONAL COMMISSION:

[Signature]

M. A. "Butch" Hall, Council Chairman

6/8/17

Date Signed by Council Chairman

Laura Mathis, Executive Director

6/8/17

Date Signed by Executive Director

WITNESS:

[Signature]

CITY OF EATONTON

Walter C. Rocker Jr., Mayor

[Signature]

Date Signed by Mayor
## BUDGET FUND SOURCE SUMMARY - SFY 2017-03

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Total Amount</th>
<th>Federal Amount</th>
<th>State Amount</th>
<th>Local Amount</th>
</tr>
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<tr>
<td>Congregate Meals</td>
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<tr>
<td>• Title III C-1</td>
<td>$30,950</td>
<td>$26,307</td>
<td>$1,548</td>
<td>$3,095</td>
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<td>Home Delivered Meals</td>
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<td>• NSIP State</td>
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<td>$27,824</td>
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<td>Totals Funds This Contract</td>
<td>$94,450</td>
<td>$56,631</td>
<td>$31,154</td>
<td>$6,665</td>
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RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to establish a mileage reimbursement rate and for other purposes.

WHEREAS, the Board of Council of the City of Eatonton recognizes that City employees and elected officials may from time to time be required to use their private vehicles for official City business; and

WHEREAS, the Board of Council desires to establish a formal policy regarding the reimbursement of actual and necessary travel expenses incurred and related thereto.

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

THE CITY OF EATONTON WILL REIMBURSE CITY EMPLOYEES AND ELECTED OFFICIALS THAT HAVE BEEN AUTHORIZED TO USE THEIR PRIVATE VEHICLES FOR TRAVEL IN THE COURSE OF OFFICIAL CITY BUSINESS AT THE CURRENT STANDARD MILEAGE RATE AS PUBLISHED BY THE INTERNAL REVENUE SERVICE (IRS). REIMBURSEMENT WILL BE MADE FOR THE ACTUAL MILES TRAVELED AND REPORTED ON THE CITY TRAVEL EXPENSE FORM. ALL RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH ARE HEREBY REPEALED TO THE EXTENT OF THE CONFLICT.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 19th day of June, 2017.

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

ATTEST:

__________
Clerk, City of Eatonton, Georgia
May 8, 2017  
City of Eatonton  
Minutes - Planning & Zoning Commission  

The City of Eatonton Planning & Zoning Commission conducted a public hearing on Monday, May 8, 2017 at 6:00 pm in the meeting room at The Hut, 400 W. Marion Street, Eatonton, GA 31024 to hear the following agenda:  

1. Call to Order  

Mr. Roger Phelps, Chairman, called the meeting to order.  

2. Attendance  

Mrs. Karen Pennamon called the roll.  

Present: Roger Phelps, Chairman, Michael Feldman, Charles Howell, James Hudson and Keith Rowell  

Staff: Karen Pennamon  

3. Rules of Procedures  

Mrs. Karen Pennamon read the Rules of Procedures.  

4. Approval of Minutes – April 10, 2017  

Motion for approval made by: Michael Feldman  
Seconded by: James Hudson  

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>YES</th>
<th>NO</th>
<th>ABSTAIN</th>
<th>RECUSE</th>
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</thead>
<tbody>
<tr>
<td>Roger Phelps</td>
<td>x</td>
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<tr>
<td>Charles Howell</td>
<td>x</td>
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<td></td>
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</tr>
<tr>
<td>Michael Feldman</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>James Hudson</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keith Rowell</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Request by Dr. Joe & Mrs. Brenda Preston for a side yard setback variance at 409 W. Marion Street. Presently zoned R-1. [Map E006, Parcel 109]. Mr. Joe Preston represented this request. He stated that he is requesting a 17-foot variance, being 3 feet from his right-side property line when facing the house to construct an 8x12 storage shed. Mr. Preston stated that if he places the shed 20 feet from the property line it will place it into the existing deck. He is unable to place the storage shed in the rear of his property due to a creek which floods when it rains. There is a slope on the left side of his property which prevents the shed being placed there. Mr. Howell stated that he has property adjacent to Mr. Preston’s and he understood his concern about the flooding. Mr. Hudson asked if it is possible for him to place the shed at least 10 feet from the property line. Mr. Preston stated that it would be inconvenient because the door is on
that side and it would be highly visible from the road. He would like to put it in that location so that he can landscape around it and not have it in the middle of the yard which is a passageway around the house. This would require them cutting down an oak tree and placing the structure closer to the house. Mr. Phelps asked if he can change the door or turn the shed in another direction to be at least 10 feet from the property line to be closer to the code requirement. Mr. Preston stated that if he did he would have to turn it in another direction and there is a tree there. He added if he moved it 10 feet from the property line and then the shed is 12 feet that would place it into the house. Mr. Feldman stated that he had visited the property and he has no problems with the request. Mrs. Preston spoke in favor of the request and stated that if they place the shed closer to the house it will be in the side yard and it will be inconvenient to take a car in the yard. Mr. Hudson recommended that they place the shed further down where the garden is located and turn the door facing the old shed, this will create more space on the side. Mr. Preston stated that there is an enormous pecan tree sitting there between the house and old shed. Mr. Hudson made a motion for approval of a 10-foot variance, being 10 feet from the right-side property line when facing the house. Mr. Rowell seconded. Mr. Howell and Mr. Phelps voted yes, Mr. Feldman voted no. Motion passed.

Meeting Adjourned.

Attest by:

Lisa Jackson, Director
Planning & Development

Roger Phelps, Chairman
Planning & Zoning Commission

Date: ______________________
APPEAL APPLICATION

THE UNDERSIGNED HEREBY REQUESTS AN APPEAL BEFORE THE:

☐ PLANNING & ZONING COMMISSION

☑ BOARD OF COMMISSIONERS/CITY COUNCIL

APPLICANT: Dr. Joe W. Preston

ADDRESS: 409 W. MARION ST.
EATONTON, GA 31024

PHONE: 706-485-5052

APPEAL IS AGAINST: (check one of the following)

☑ Decision made by the Director of Planning & Development

☐ Building Permit #

☐ Planning & Zoning Commission Decision

REASON FOR APPEAL:

limited area for shed placement due to flood zone in back yard, as well as desire to secure line of sight running underground through backyard.

☑ FILING FEE ($50.00 - CHECK NO. 287 CASH )

SIGNATURE OF APPLICANT: Dr. Joe W. Preston DATE: 5-16-17


OFFICE USE: DATE FILED: 5-16-17 RECEIVED BY: K.P.
DATE OF DECISION MADE BY DIRECTOR OF PLANNING & DEVELOPMENT:
DATE BUILDING PERMIT ISSUED:
DATE HEARD BEFORE PLANNING & ZONING COMMISSION:

K.P.

RECEIVED: MAY 18, 17
May 16, 2017

City Council
Eatonton, Ga.

Regarding appeal of Variance Request for 409 W. Marion Street, Eatonton, Ga. 31025

As per established process, I offer the following information for your consideration.

1. Due to a flood plain in my backyard from the branch marking my property line, I am unable to place the requested 8'x12' storage shed at any point of those parameters. The flooding issues are well established from those who live on W. Marion Street.

2. Due to plat definitions, it is not possible to use the left side of my property because of land contours, and the shed would be placed in a less than optimal location relating to my neighbor's property.

3. I need to maintain access to the rear of my property for the city, should future need arise, due to the sewer line buried under the property. There is a manhole cover on the left side of my property that can only be accessed from the right side of my property in the backyard.

4. Placing the shed according to the currently required 20' easement would run into the side of my house. The currently approved easement of 10' would still run into the side of my house, and to reposition the shed direction would block access to the sewer line.

5. Attached is a letter from my neighbor on the right side, stating he has no objection to my requested variance of three feet from our common property line.

An affirmative vote would be gratefully appreciated.

Joe Preston, Ph.D.
409 W. Marion Street
Eatonton, Ga. 31024
706-766-5052

MAY 17 2017
RECEIVED
1:43 PM
May 16, 2017

To whom it may concern:

As per previous conversation with my neighbor at 409 W. Marion Street, I wish to state that I have no objection to the placement of an 8x12 foot storage shed being placed within three feet of our common property line on the right side of his property and the left side of my property.

Ross Martinez
417 W. Marion Street
Eatonton, GA. 31024

Sent from my iPad
NOTICE
The City Council of Eatonton will conduct a public hearing on Monday, June 19, 2017 at 7:00 PM in the Commissioners’ Meeting Room, Putnam County Administration Building, 117 Putnam Drive, Room 203, to hear the following agenda:
1. Appeal of decision by the Eatonton Planning and Zoning Commission for a side yard setback variance at 409 W. Marion Street requested by Dr. Joe & Mrs. Brenda Preston. Presently zoned R-1. [Map E006, Parcel 109].

The hearing will be conducted pursuant and in accordance with O.C.G.A. §36-66.
06-01c
June 9, 2017

Dr. Joe W. Preston
409 W. Marion St.
Eatonton, Georgia 31024

Dear Dr. Preston:

In accordance with Section 75-64 (a) (3) of the City of Eatonton Code of Ordinances, please be advised that the Eatonton City Council will conduct a public hearing on Monday, June 19, 2017 at 7:00 PM in the Commissioners’ Meeting Room, Putnam County Administration Building, 117 Putnam Drive, Room 203, to consider your appeal of the Eatonton Planning and Zoning Commission’s decision regarding a side yard setback variance at 409 W. Marion Street.

Per our previous conversation, please be sure to mark your property lines, proposed shed location, and existing sewer easement with stakes.

Please let me know if I may be of any assistance.

Sincerely,

Gary Sanders
City Administrator