City of Eatonton  
201 North Jefferson Avenue  
Eatonton, Georgia 31024  
(706) 485-3311  
December 21, 2015  
Agenda

1. 7:00 PM Call to Order

2. Invocation: Councilwoman Alma Stokes

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

   B. Alcohol Package Sales License –Balderbhai Patel of Maamadi LLC d/b/a Lucky Lotto Store & Tobacco Mart, 820 Oak Street, Eatonton. GA Attachment #2

   C. Discussion and Possible Action regarding Georgia Cities Week Attachment #3

   D. Proposed Resolution to Amend the Natural Gas Consulting Services Budget. Attachment #4
E. Proposed Resolution to Apply for a Community Development Block Grant  Attachment #5

7. Committees Report:
   - 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: Disposal/Transfer of Property

9. Motion to Adjourn:
City of Eatonton Council Meeting
Tuesday, December 1, 2015 at 7:00 pm
Eatonton City Hall, 201 North Jefferson Avenue, Eatonton, Georgia 31024

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

Elected Official Absent:
  Councilman Alvin Butts

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

Mayor John Reid called the meeting to order at 7:00 PM.

Invocation was given by Councilman William Mangum.

Motion was made by Doster and seconded by Gorley to approve the minutes of the last meeting with any necessary corrections. Motion carried by a vote of 5-0. Councilman Charles R. Haley abstained.

Public Comments: None

Reading of the Rules for Public Comments: Omitted

Old Business:

Discussion and Possible Action on Changing the Hotel – Motel Tax Rate Attachment #2
Mayor Reid advised the Georgia Code used to change the Hotel-Motel Tax Rate adopted at the Council Meeting on October 19, 2015 was pertaining to counties and he requested Council adopt the code for cities use.

Motion was made by Doster and seconded by Walker to rescind her motion made and was seconded by Haley to authorize the Mayor to sign the Resolution to increase the Hotel/Motel excise tax to 8% and give proceeds to the Chamber of Commerce for tourism at the regular Council meeting held on October 19th and approve tonight’s Resolution and form for the City, and authorize Mayor Reid to sign. Motion carried by a unanimous vote of 6-0.

**New Business:**

**Proposed Resolution to Appoint a Resident Member to the Eatonton Housing Authority Attachment #3**

Motion was made by Walker and seconded by Haley to approve the Resolution appointing Mr. William Terry Reid to the Eatonton Housing Authority as the resident Commissioner for a term to expire on November 30, 2016 and authorize Mayor Reid to sign. Motion carried by a unanimous vote of 6-0.

**Proposed Resolution to Appoint a Member to the Eatonton Housing Authority Attachment #4**

Motion was made by Gorley and seconded by Haley to approve the proposed Resolution by the Board of Council in appointing Randy Bowen to the Eatonton Housing Authority to fill an unexpired term ending November 30, 2017 and authorize Mayor Reid to sign. Motion carried by a unanimous vote of 6-0.

**Proposed Resolution to Authorize the Mayor to sign an Amendment to the Area Agency on Aging Contract for SFY 2016 Attachment #5**

Motion was made by Gorley and seconded by Haley to approve the Resolution and authorize Mayor Reid to sign an amendment to the Area Agency on Aging Contract for SFY 2016 and for other purposes. Motion carried by a unanimous vote of 6-0.

**Discussion and Possible Action Regarding Employee Health Insurance Plan Attachment #6**

Councilman Walker advised the Finance and Personnel Committee met and discussed the employee health insurance plan effective January 1, 2016. Sanders advised the City started shopping the insurance in the spring but due to changes in the federal law the City classification changed and therefore we are facing an increase in premium this year. Councilman Haley discussed other options such as scaling back and employees paying a percentage.
Motion was made by Walker and seconded by Doster to accept Georgia Municipal Association Health Insurance Plan new rate proposal for the POS 80/60 1000 at a rate of $831.00 and authorize Mayor Reid to sign the Resolution. Motion carried by a unanimous vote of 6-0.

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

Councilwoman Doster reported attending the regular Downtown Development Authority meeting.

Councilwoman Stokes advised $326.00 was donated for gifts which were delivered for the Mayors’ Motorcade today and Stokes expressed words of thanks to all who donated to the event. Mayor Reid expressed words of thanks to Councilwoman Stokes for taking on the Mayors’ Motorcade project each year.

Councilman Gorley advised Fireman Santa is in need of donations for Christmas toys. Gorley reported Police Officer Willie Brinkley is at home but continues receiving eye treatment from an altercation with a combative person at the hospital. Gorley also expressed words of sympathy to Police Department Clerk, Donna Lynn Thomas on the death of her father-in-law.

City Administrator Gary Sanders reported the City has taken delivery of the replacement Street Sweeper. The old truck will be disposed of on GovDeals.Com after running a required notice in the Messenger.

Sanders advised Supervisor Joseph Hawkins met with the Railroad Crossing Manager on November 18th at Rock Lane/Forrest Street to discuss the status of this project. We expect proposed designs by sometime next week.

Sanders advised a letter will be sent to TMI Services to inquire about the schedule for finishing the striping grant work. All signs and thermoplastic markings have been completed; painting of neighborhood streets remains.

Sanders advised Council he would be attending a GMA workshop by the Department of Revenue from 1:00 PM -5:00 PM on Wednesday in Gainesville.

Executive Session:
Motion was made by Councilman Harvey Walker, Jr.
That this Mayor and Council now enter into closed session as allowed by Chapter 14 of Title 50 of the Georgia Code and pursuant to advice by the City
Attorney, for the purpose of discussing the following: Property Transfer Acquisition.

Motion Seconded By: Councilman James Gorley. Motion Approved.

Those voting in favor of the motion for closure: Council Members Harvey Walker, Jr., James Gorley, Charles Haley, Teresa Doster, William Mangum and Alma Stokes.

Motion carried by a unanimous vote of 6-0.

Motion was made by Councilman Chip Walker and seconded by Councilwoman Teresa Doster to enter into Open Session. Motion carried by a unanimous vote of 6-0.

Motion was made by Walker and seconded by Doster that the following Resolution be accepted for the purpose of discussing Property Transfer Acquisition. Motion carried by a unanimous vote of 6-0.

Resolution by the Council of the City of Eatonton, Georgia
BE IT RESOLVED by the Eatonton City Council as follows: At the meeting held on the 1st day of December, 2015, the Council entered into executive session for the purpose of discussing Property Transfer Acquisition. At the close of the discussions upon this subject, the Council did vote to re-enter into open session and herewith takes the following action in open session:

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

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

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

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

Approved this 1st day of December, 2015

Attest __________________________________________  ________________
Clerk                                               John Reid, Mayor
In Open Session, Council took no action on the meeting of the Executive Session.

Motion was made by Walker and seconded by Mangum to adjourn. Motion carried by a unanimous vote of 6-0.

________________________________________
John Reid Mayor

ATTEST:

________________________________________
Sarah E. Abrams, City Clerk
Affidavit

Before an officer duly authorized to administer oaths appeared Mayor John Reid, who, after being duly sworn, deposes and on oath states the following:

(1) I am competent to make this Affidavit and have personal knowledge of the matters set forth herein.

(2) Pursuant to my duties as Mayor, I was the presiding officer of a meeting of the Eatonton City Council held on the 1st, day of December 2015. A portion of said meeting was closed to the public.

(3) It is my understanding that O.C.G.A. § 50-14-4(b) provides as follows:

When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code section, the person presiding over such meeting or, if the agency's policy so provides, each member of the governing body of the agency attending such meeting, shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exceptions.

(4) The subject matter of said meeting, or the closed portion thereof, was devoted to matters within exceptions to public disclosure provided by law. Those specific relevant exceptions are identified as follows: Meeting to discuss or vote to enter an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(E).

This affidavit is executed for the purpose of complying with the mandate of O.C.G.A. §50-14-4(b) and; is to be filed with the official minutes for the aforementioned meeting.

This 1st day of December 2015

Mayor John Reid

Sworn to and subscribed before me

This ______day of __________, ______

Notary Public
CITY OF EATONTON  
P. O. BOX 3820  
EATONTON, GA 31024

APPLICATION FOR BUSINESS OR PROFESSIONAL OCCUPATIONAL CERTIFICATE

FOR THE YEAR 2016

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Maamadi, LLC</td>
</tr>
<tr>
<td>2.</td>
<td>Bajrang Patel</td>
</tr>
<tr>
<td>3.</td>
<td>890 Oak Street, Eatonton, GA 31024</td>
</tr>
<tr>
<td>4.</td>
<td>820 Oak Street</td>
</tr>
</tbody>
</table>
| 5.   | Rate: Gasoline, Drive-in Store, Beer, Wine, Grocery Store, Meal

IF INFORMATION LISTED IN HEADING IS CORRECT CHECK HERE ☑, SIGN BELOW, AND REMIT PAYMENT. FOR NEW BUSINESS, OR TO CORRECT HEADING ABOVE, BEGIN WITH ITEM NO. 1.

6. NAME OF PREVIOUS OWNER, IF OWNERSHIP HAS CHANGED

7. CONTRACTOR'S PROFESSIONAL CARD NUMBER

8. 308-037763 SALES TAX I.D. NUMBER

I (We) do hereby certify that the information for my business or profession as reported herein is true and correct, and that I am familiar with the city ordinance providing for penalties and revocation of my (our) certificate for making false or fraudulent statements in this application. I (We) have read and understand Section 18.39 of the Occupational Tax Ordinance as shown on reverse side.

(Signed) x  
(Signature of Applicant)  
Date: 11-23-15
MEMORANDUM

December 8, 2015

TO: Mayors and Council Members
c/o City Managers and City Clerks

FROM: Mayor Boyd Austin, Chairman
Georgia Cities Week,

SUBJECT: Georgia Cities Week, April 17-23, 2016

The Georgia Municipal Association is pleased to again sponsor Georgia Cities Week April 17-23. The theme of this state-wide event is “Go To Town!”

Georgia Cities Week is an opportunity to showcase and celebrate cities and the services they provide. Many cities already sponsor some of the suggested Georgia Cities Week activities; it is our hope that by all cities celebrating at the same time, we can draw public attention to the positive influence cities have on the quality of life in their communities.

Last year, we had more than 100 cities participating in this event and the feedback we received was overwhelmingly positive. In order to make this week a success again, we need as much participation as possible. Activities range from the very simple — such as signing a resolution — to the more complex. Each city that signs up will be e-mailed a comprehensive Resource Kit that includes suggested activities, planning tips, helpful handouts and other valuable information to make planning easier. Posters and stickers will be mailed separately.

Enclosed is a form to indicate that your city will participate in Georgia Cities Week; I hope all of you will fill it out and return it promptly! Even if you have participated in the past, please take the time to send in this form so we can include your city in the list of participants this year. A Resource Kit will be sent to your contact person in January so you may begin planning your events.

The good works of city government often go overlooked. I hope you will participate in Georgia Cities Week and help educate and inform the public as to the value of our municipalities!
Georgia Cities
Week
April 17-23, 2016

Go To Town!

Yes, my city will be participating!
Please e-mail a Resource Kit to:

Contact Name: ____________________________________________
Title: ______________________________________________________
City: _______________________________________________________
Address: ___________________________________________________
Phone Number: ______________________________________________
Fax Number: ________________________________________________
Email address: ______________________________________________

Please complete this form* and return it to:

Georgia Municipal Association
ATTN: Georgia Cities Week
PO Box 105377
Atlanta, GA 30348
or
Fax: 678-686-6316

*Even if your city has participated in past years, please take a moment to fill out this form and return it so that we can add your city to the list of participants.
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to amend the natural gas consulting engineering services budget with AMEC Foster Wheeler and for other purposes.

WHEREAS, the City of Eatonton owns and operates a natural gas distribution system that begins in Jones County and continues through the City of Eatonton to the Greene County line; and

WHEREAS, the City of Eatonton wishes to receive knowledgeable and timely consulting services when needed and has entered into an agreement with AMEC Foster Wheeler to provide such services; and

WHEREAS, the City of Eatonton has engaged AMEC Foster Wheeler for extensive consulting services in 2015 and has ongoing projects that require additional consulting services; and

WHEREAS, it is anticipated that such consulting services will exceed AMEC Foster Wheeler’s authorized “Additional Services” budget and the City of Eatonton wishes to amend such budget to allow necessary projects to be completed.

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

THE MAYOR OF THE CITY OF EATONTON IS AUTHORIZED TO SIGN A CONTRACT EXTENSION WITH AMEC FOSTER WHEELER TO INCREASE THE BUDGET FOR NATURAL GAS CONSULTING SERVICES (“ADDITIONAL SERVICES”) AND/OR OTHER SUPPORTING AND RELATED DOCUMENTS AS NECESSARY TO ACCOMPLISH THE GOAL OF THIS RESOLUTION.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 21st day of December, 2015.

__________________________
John Reid, Mayor
City of Eatonton, Georgia

ATTEST:

__________________________
Clerk, City of Eatonton, Georgia
December 7, 2015

Mr. Gary Sanders  
City Administrator  
City of Eatonton  
P.O. Box 3820  
Eatonton, GA 31024

Subject: Budget Increase for Natural Gas Consulting Services  
Eatonton, Georgia  
Project No. 6151-14-0067

Dear Mr. Sanders,

As noted in our agreement with the City for Natural Gas Consulting Services, dated February 17, 2014, the term of the agreement is renewed annually on the anniversary date and continues for one year under the same Terms and Conditions. Per the agreement, the budget for miscellaneous additional services is $10,000. This budget was increased to $20,000 when the agreement was renewed on February 17, 2015.

Due to the extensive amount of consulting services provided during the last two months in connection with the GDOT Permit for Ingle's in Gray and GDOT's SR 44 Widening project and services anticipated to be provided between now and the agreement renewal date of February 17, 2016, the budget for miscellaneous additional services needs to be increased from $20,000 to $30,000. If you are in agreement, please complete the authorization section below. We appreciate the opportunity to have served you with these services in the past year, and hope to continue through 2015.

Sincerely,

Amec Foster Wheeler Environment and Infrastructure, Inc.

Matt Tiller  
Matt Tiller, P.E.  
Project Manager

Bruce M. Bagnasco  
Bruce Bagnasco, P.E.  
Natural Gas Director

copy: Amec Foster Wheeler File

AUTHORIZATION:

Printed Name: ________________________________

Title: ________________________________

Signature: ________________________________
January 31, 2014

Mr. Dan Elmore
City Administrator
City of Eatonton
P. O. Box 3820
Eatonton, GA 31024

Subject: Proposal for Natural Gas Consulting Services
Eatonton, Georgia
AMEC Proposal No. 14PROP0010

Dear Mr. Elmore:

AMEC Environment and Infrastructure, Inc. (AMEC) is pleased to submit this proposal to provide Natural Gas System Consulting and Operational Assistance Services. The following sections present a summary of our understanding of the scope of services, period of services, fees and authorization requirements.

GENERAL INFORMATION

The City of Eatonton, Georgia (CITY) owns and operates a natural gas distribution system serving approximately 1,800 active residential, commercial and industrial customers primarily located throughout the City of Eatonton and in surrounding, unincorporated portions of Putnam County. The system also serves customers along the CITY's supply line through Jones County and the City of Gray.

The original gas system, which was constructed in the late 1950's, has been expanded over the years and now has over 130 miles of gas mains. Over the years, natural gas system operational assistance and management services have been provided to the CITY by a number of companies.

Currently, the CITY desires to obtain the services of an engineering firm in an advisory capacity to provide engineering services and consultation with regard to the operation, extension, and management of the natural gas system. AMEC recently hired Bruce M. Bagnasco, PE, who has been the CITY's natural gas engineer since 2005 and has assisted the CITY with several capital improvement projects. Mr. Bagnasco is thoroughly familiar with the natural gas distribution system and has fostered a good working relationship with CITY staff. The scope of work is based upon Mr. Bagnasco's experience with managing a similar scope of work for the CITY since 2005 and discussions with the CITY's staff.

AMEC Environment & Infrastructure, Inc.
396 Plasters Ave., Atlanta, Georgia 30324
Tel (404) 873-4781
Fax (404) 817-0175
www.amec.com
SCOPE OF SERVICES

Task No. 1: BASIC SERVICES

AMEC will maintain a staff of engineers, technicians and administrative personnel, experienced in the design and operation of natural gas distribution systems.

AMEC will maintain membership in the American Public Gas Association; will maintain subscriptions to major trade periodicals; and will review publications to remain advised on general developments in the natural gas industry.

AMEC will maintain cognizance of changes in Parts 191 and 192 of CFR 49, the Federal Pipeline Safety Regulations, and will inform the CITY as to any new requirements caused by such changes.

AMEC will become familiar with the CITY's natural gas distribution system and provide professional services, advice, and consultation to the CITY with regard to the expansion, operation and maintenance of the natural gas distribution system. Such advice and consultation shall be based on information provided by the CITY to AMEC in the form of reports, maps, correspondence, and verbal descriptions. AMEC's efforts under this section will require three (3) professional man-hours or less per month.

As a part of the basic services, AMEC will retain not less than five years of written information provided by the CITY in AMEC's office and use such information to assist the CITY in the following areas:

A. AMEC will maintain a record of monthly gas purchases and gas sales, as experienced by the CITY and reported to AMEC on standard forms provided by AMEC. Based on these records, AMEC will use the information provided by the CITY to produce monthly statistical summary reports on gas costs, gas sales by customer categories, average use, and "lost & unaccounted for gas".

B. AMEC will be available to the CITY for consultation and general advice on an as needed and requested basis (Miscellaneous Additional Services).

C. AMEC will assist the CITY in completing the following annual reports:
   • U.S. Dept. of Transportation Annual Report, Form No. PHMSA F 7100.1-1.
   • Georgia Department of Revenue, Ad Valorem tax return
Task No. 2: MISCELLANEOUS ADDITIONAL SERVICES

For projects and consulting assignments which are beyond the scope of the Basic Services as described in Task No. 1, AMEC will, upon the specific request of the CITY, provide consulting services on a time & material basis as a Miscellaneous Additional Service.

For major projects and consulting assignments where the estimated construction cost exceeds $200,000 and the scope of work to be performed can be well defined, it is anticipated that project specific agreements will be negotiated between the CITY and AMEC.

PERIOD OF SERVICES AND SCHEDULE

The scope of services shall remain in effect for a period of one (1) year from the date of the Services Agreement. After the initial one year period, the Services Agreement will automatically be renewed on each anniversary date for a period of one (1) year unless either party provides written notice of termination not less than seven (7) days prior to the annual renewal date.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

AMEC can commence the services outlined herein within one week of receipt of written authorization to proceed (as described below).

ESTIMATE OF FEES

AMEC proposes to perform the services outlined herein as follows:

Task No. 1 Basic Services.

For Basic Services rendered under Task No. 1, the CITY will pay AMEC a monthly lump sum fee of $255 for the first full year of service (Annual Fee: $3,060). For subsequent years, the monthly fee shall be adjusted in direct proportion to changes in the National Consumer Price Index, so as to reflect the effects of inflation. The U.S. City Average consumer price index for December 2013 is 233.049.
Task No. 2 Miscellaneous Additional Services.

For Assignments rendered under Task No. 2, the CITY will pay AMEC on a time and material basis for services rendered, plus the actual costs of all reimbursable expenses incurred in connection with such services.

AMEC will provide miscellaneous additional services on a time and materials basis in accordance with the attached fee schedule, as needed when requested by the CITY. The extent of effort on our part cannot be predicted at this time. We request that a budget of $10,000 be established for miscellaneous additional services, inclusive of labor and expenses. AMEC will not exceed this budget without prior authorization.

Vehicle expense is computed by multiplying actual miles traveled times the prevailing government mileage rate. The services of specialty subcontractors required in connection with the AMEC’s services will be billed to the CITY at actual cost plus ten (10%) percent.

AUTHORIZATION

AMEC will provide the services described herein in accordance with the attached standard terms and conditions. To authorize us to proceed, please provide an executed copy of the attached Time-and-Materials Services Agreement, which incorporates this proposal by reference.

AMEC appreciates the opportunity to be of service to the City of Eatonton. If you have any questions or require any additional information, please contact us at 404-817-0321.

Sincerely,
AMEC Environment & Infrastructure, Inc.

Thomas Bucci
Vice President

Bruce Bagnasco, P.E.
Director of Natural Gas Engineering

Attachments: AMEC Environment & Infrastructure, Inc. 2014 Fee Schedule
AMEC Environment & Infrastructure, Inc. Standard Time-and-Materials Services Agreement
2014 FEE SCHEDULE
AMEC Environment & Infrastructure, Inc.
Atlanta Engineering and Design Center

This Fee Schedule will apply during performance of engineering, architecture, planning and consulting services for 14PROP0010 through 2014.

PERSONNEL LABOR CHARGES

Professional Personnel

Charges will be made at the following rates for engineers, architects, etc. for time spent in planning, plan review, engineering, design, consultation, meetings, field inspection and evaluation, direct project administration, travel time, report preparation and review, etc.

<table>
<thead>
<tr>
<th>General Description</th>
<th>$ Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Engineer/Architect/Planner/Landscape Architect</td>
<td>85.00</td>
</tr>
<tr>
<td>Project Planner/Landscape Architect</td>
<td>90.00</td>
</tr>
<tr>
<td>Project Engineer/Architect</td>
<td>105.00</td>
</tr>
<tr>
<td>Senior Planner/Landscape Architect</td>
<td>110.00</td>
</tr>
<tr>
<td>Senior Engineer/Architect/Land Surveyor</td>
<td>135.00</td>
</tr>
<tr>
<td>Project Manager-Natural Gas Senior Engineer</td>
<td>155.00</td>
</tr>
<tr>
<td>Principal Planner/Landscape Architect</td>
<td>165.00</td>
</tr>
<tr>
<td>Principal Engineer/Architect</td>
<td>180.00</td>
</tr>
</tbody>
</table>

Support Personnel

Charges will be made at the following rates for basic support services for time spent in portal-to-portal travel, conducting field surveys, testing and inspections, CAD, project administration, word processor services, and other direct expenses.

<table>
<thead>
<tr>
<th>$ Per Hour</th>
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</thead>
<tbody>
<tr>
<td>Technician, Const. Materials Testing</td>
</tr>
<tr>
<td>Principal Technician, Const. Materials Testing</td>
</tr>
<tr>
<td>Administrator/Word Processor</td>
</tr>
<tr>
<td>GIS Technician</td>
</tr>
<tr>
<td>Two-Person Survey Crew, with equipment</td>
</tr>
<tr>
<td>Two-Person Survey Crew, with equipment</td>
</tr>
</tbody>
</table>
Direct Expenses

Direct non-salary expenses incurred and identified to the project and not applicable to general overhead will be invoiced at our cost times 1.1. Examples of direct expenses are project related travel, copy/publication services performed outside AMEC facilities, and rented equipment.

Travel using personal vehicles will be charged at the government mileage reimbursement rate multiplied by 1.0.

Subcontractors

Subcontracted services outside the AMEC companies will be invoiced to the project at our cost multiplied by 1.1. Subcontract services internal to the AMEC companies will be invoiced at our cost with no markup.
SERVICES AGREEMENT
Time-and-Materials

THIS AGREEMENT (hereinafter referred to as the "Agreement"), effective this 17th day of February, 2014, is made by and between AMEC Environment & Infrastructure, Inc. (AMEC), a Nevada corporation, with an address at 396 Plasteras Avenue, Atlanta, GA 30324 (hereinafter referred to as “AMEC”) and the City of Eatonton, Georgia, a municipal corporation, with an address at 201 N. Jefferson Avenue, Eatonton, GA 31024 (hereinafter referred to as “CLIENT”).

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SERVICES: AMEC will perform for CLIENT services (hereinafter referred to as “Services”) as described in Exhibit 1, Proposal No. 14PROP0010 dated January 31, 2014, which is attached to and made a part of this Agreement. CLIENT acknowledges that the Services do not include the review of public disclosure documents or preparing consents for regulatory filing purposes. If CLIENT requests such consents from AMEC, CLIENT acknowledges that it will be at CLIENT’s cost, and CLIENT shall allow sufficient time for AMEC to perform the necessary review required for completing the consents.

2. COMPENSATION: AMEC will be compensated for its Services on a time-and-materials basis. AMEC shall be reimbursed for all hours worked and other costs incurred at the rates and terms set forth in Exhibit 1, Proposal. Should the total cost of AMEC’s performance be greater than the estimated amount shown in Exhibit 1, AMEC will notify CLIENT and provide a revised estimate for CLIENT’s approval. In such event, continued performance is subject to additional funding as mutually agreed. In addition to the amount shown in Exhibit 1, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorney’s fees, court costs, and other related expenses incurred by AMEC in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to AMEC at:

Remittance Address:
AMEC Environment & Infrastructure, Inc.
24376 Network Place
Chicago, IL 60673-1376

CLIENT’s payment shall represent CLIENT’s acceptance of the Services invoiced by AMEC. Upon CLIENT’s failure to make payment in accordance with the terms hereof, AMEC may suspend performance of Services under this Agreement until AMEC has been paid in full for all balances past due including applicable service charges.

3. STANDARD OF CARE: AMEC will strive to perform Services in a manner consistent with that level of care and skill ordinarily exercised by other members of AMEC’s profession currently practicing in the same locality under similar conditions.

NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.

4. INDEPENDENT CONTRACTOR: AMEC shall be fully independent and shall not act as an agent or employee of CLIENT. AMEC shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

5. INSURANCE: AMEC currently carries Worker’s Compensation Insurance as required by applicable law and Commercial General Liability and Automobile Liability Insurance for bodily injury and property damages.

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Further, if AMEC believes any subsurface or physical condition at or contiguous to the site is of an unusual nature and differs materially from conditions generally encountered or generally recognized as inherent in the character of Services provided in this Agreement, a change exists. If any such change causes an increase or decrease in AMEC’s cost of, or the time required for, the performance of any part of the Services, a mutually acceptable equitable adjustment shall be made to the price and performance schedule of this Agreement.

7. FORCE MAJEURE: Should performance of Services by AMEC be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by AMEC; fires; floods; labor disturbances; and unusually severe weather. AMEC will be granted a time extension and the parties will negotiate an equitable adjustment to the price of this Agreement, where appropriate, based upon the effect of the Force Majeure on performance by AMEC.
8. **INSTRUMENTS OF SERVICE:** All reports, drawings, plans, or other documents (or copies) furnished to AMEC by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that AMEC may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by AMEC under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with AMEC. CLIENT's right of use of instruments of service, if any, is limited to that use specified in Exhibit 1. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

9. **CLIENT'S RESPONSIBILITIES:** CLIENT agrees to: (i) provide AMEC all available material, data, and information pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site; (ii) convey and discuss such materials, data, and information with AMEC; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save AMEC harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that AMEC is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof; and (iv) site access or damages to any subsurface structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless AMEC from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

10. **SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by AMEC for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required; (ii) provide an adequate area for AMEC's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) approve all locations for digging and drilling operations; and (v) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services.

11. **WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has title, free of any claim or encumbrance by others, to the materials and sites with respect to which CLIENT may request Services. Title and risk of loss with respect to all materials shall remain with CLIENT, who shall be considered the generator of such materials, and CLIENT shall execute all manifests as the generator of such materials. CLIENT, as generator, shall be liable for the arrangement, transportation, treatment, and/or disposal of all material at any site at which Services are requested.

12. **LIMITATION OF LIABILITY:** As part of the consideration AMEC requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against AMEC by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against AMEC or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of AMEC's standard of care hereunder shall be to require AMEC to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of AMEC, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to AMEC for the Services or $50,000, whichever is less. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

AMEC and CLIENT shall not be responsible to each other for any special, incidental, indirect, or consequential damages (including lost profits) incurred by either AMEC or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

13. **ASSIGNMENT AND SUBCONTRACTING:** This Agreement does not create any right or benefit in anyone other than CLIENT and AMEC and shall not be assigned by either party without the prior written approval of the other party. AMEC may, however, subcontract portions of the Services to a qualified subcontractor without prior approval of CLIENT.

14. **PROBABLE COST:** AMEC does not guarantee the accuracy of probable costs for engineering services. Such probable costs represent only AMEC judgment as a professional and, if furnished, only for CLIENT's general guidance.

15. **TERMINATION:** AMEC may terminate this Agreement if CLIENT becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors. Either party may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to the other party. CLIENT shall compensate AMEC for all Services performed hereunder through the date of termination and all reasonable costs and expenses incurred by AMEC in effecting the termination, including non-cancelable commitments and demobilization costs.

16. **DISPUTE RESOLUTION:** If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, AMEC and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of AMEC and CLIENT. If such negotiations are unsuccessful, AMEC and
CLIENT agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute can not be settled through arbitration, AMEC and CLIENT agree to attempt to settle the dispute through good faith mediation. If the dispute can not be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the AMEC office entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement.

The non-prevailing party in any litigation shall reimburse the prevailing party for the prevailing party's documented legal costs (including reasonable attorneys' fees), in addition to whatever other judgment or settlement sums may be due.

17. WAIVER OF TERMS AND CONDITIONS: The failure of either AMEC or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by AMEC or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

18. SEVERABILITY: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

19. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the state of the AMEC office entering into this Agreement.

20. NONDISCRIMINATION AND AFFIRMATIVE ACTION: AMEC agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, AMEC agrees that its facilities are not segregated.

21. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearance to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearance to show any favor or disfavor to any person in relation to any contract.

(b) Induce or attempt to induce any officer, servant or agent of any private or public body to depart from his duties to his employer nor be involved with any such arrangement.

22. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of AMEC and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by AMEC and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that it's use of such purchase order or other form is solely for administrative purposes and in no event shall AMEC be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by AMEC. CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure AMEC services, but CLIENT's failure to do so shall not operate to modify this Agreement.

In witness whereof, CLIENT and AMEC have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

By: City of Eatonton
Name: Mayor
Title:

AMEC Environment & Infrastructure, Inc.

By: Thomas M Bucci
Name: Vice President
Title:


Page 3 of 3

US-3 T&M Rev. 04-13
Time & Materials Agreement
March 19, 2015

Mr. Gary Sanders  
City Administrator  
City of Eatonton  
P.O. Box 3820  
Eatonton, GA 31024

Subject: Contract Extension Acknowledgement for Natural Gas Consulting Services  
Eatonton, Georgia  
Project No. 6151-14-0067

Dear Mr. Sanders,

As noted in our agreement with the City for Natural Gas Consulting Services, dated February 17, 2014, the term of the agreement is renewed annually on the anniversary date and continues for one year under the same Terms and Conditions. Therefore, the budgets are renewed to extend our services until February 17, 2016 as follows:

- $3,060 – Task 1 Basic Services (Gas System Reports, etc.) billed at $255 per month
- $10,000 – Task 2 Miscellaneous Additional Services, billed on a Time and Materials basis

To indicate your acknowledgement of this, please complete the Authorization section below and return a copy to us.

We appreciate the opportunity to continue to serve the City of Eatonton with these services. If you have any questions or require additional information, please call.

Sincerely,

Amec Foster Wheeler Environment and Infrastructure, Inc.

Matt Tiller  
Matt Tiller, P.E.  
Project Manager

Bruce Bagnasco, P.E.  
Director of Natural Gas Engineering Services

copy: Amec Foster Wheeler File

AUTHORIZATION:

Printed Name: John Reid

Title: Mayor

Signature: John Reid  
Date: 3/22/14
March 19, 2015

Mr. Gary Sanders
City Administrator
City of Eatonton
P.O. Box 3820
Eatonton, GA 31024

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Eatonton, Georgia
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Sincerely,

Amec Foster Wheeler Environment and Infrastructure, Inc.

Matt Tiller
Matt Tiller, P.E.
Project Manager

Bruce Bagnasco, P.E.
Director of Natural Gas Engineering Services

copy: Amec Foster Wheeler File

AUTHORIZATION:

Printed Name: John Reid

Title: Mayor

Signature: John Reid Date: 3/22/14
RESOLUTION

A RESOLUTION by the Mayor and Council Members of the City of Eatonton, Georgia, to authorize submission of a FY 2016 Community Development Block Grant (CDBG) application to the Georgia Department of Community Affairs (DCA) for funding under Title I of the Housing and Community Development Act of 1974, as amended.

WHEREAS, the Mayor and Council Members of the City of Eatonton, Georgia, find that the program is necessary and desirable in order to improve the living conditions of low and moderate income persons living in the City of Eatonton, Georgia; and

WHEREAS, the Mayor and Council Members of the City of Eatonton, Georgia, desire that a FY 2016 CDBG application be submitted to the Georgia DCA for funding under Title I of the Housing and Community Development Act of 1974, as amended.

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

THE MAYOR OF THE CITY OF EATONTON, OR HIS SUCCESSOR, IS HEREBY AUTHORIZED TO SUBMIT TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AN FY 2016 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION AND SUCH SUPPORTING AND COLLATERAL MATERIAL AS SHALL BE NECESSARY.

READ, APPROVED AND ADOPTED by the Mayor and Council Members of the City of Eatonton, Georgia on a motion made by _________________, seconded by _________________, and adopted on this 21st day of December, 2015.

John Reid, Mayor
City of Eatonton, Georgia

ATTEST:

__________________________
Clerk, City of Eatonton, Georgia

City Seal: