1. 7:00 PM Call to Order

2. Invocation: Councilman William (Bill) Mangum, Jr.

3. Approval of Minutes: Attachment #3

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

5. Old Business:
   A.

6. New Business:
   A. Proposed Resolution to Adopt Millage Rate for 2016 Attachment #6A
   B. Proposed Resolution to Request Technical Assistance from the Regional Commission in Preparing a Department of Economic Development Tourism Grant Attachment #6B
   C. Proposed Resolution to Ratify the Action of the Mayor in Signing a Letter of Support for the Eatonton Mural Project Attachment #6C
   D. Discussion and Possible Action on Leasing her Old Senior Citizens Center on Waterworks Drive Attachment #6D
   E. Proposed Resolution to Appoint a Member to the Eatonton-Putnam Water Sewer Authority Board Attachment #6E
   F. Proposed Resolution to Participate in the Low Income Home Energy Assistance Program Attachment #6F
G. Proposed Resolution to Authorize the Mayor to Execute a Memorandum of Understanding with the Downtown Development Authority Attachment #6G

H. Proposed Resolution to Authorize the Mayor to Execute a Contract with the Eatonton-Putnam Arts Foundation Attachment #6H

I. Proposed Resolution to Authorize the Mayor to Execute a Contract with the Chamber of Commerce Attachment #6I

J. Proposed Resolution to approve a Temporary Alcoholic beverage Pouring License Attachment #6J

K. Proposed Resolution Authorizing the City of Eatonton to Contract for Funding under the Transportation Equity Act for the 21st Century Attachment #6K

L. Proposed Resolution to Authorize the Mayor to Execute a Right-of-Way Mowing and Maintenance Agreement with the Georgia Department of Transportation Attachment #6L

M. Request for Retail Package Sales of Beer and Wine License by – George and Gennie Walker d/b/a Zippys 2 LLC at 105 Gray Rd, Eatonton, GA Attachment #6M

7. Zoning:

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

9. Executive Session: Personnel

10. Motion to Adjourn:
City of Eatonton Council Meeting
Monday, August 15, 2016 at 7:00 PM
Putnam County Commissioners’ Meeting Room #203
117 Putnam Drive
Eatonton, Georgia 31024

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

Elected Officials Absent:

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

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

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

Motion was made by Butts and seconded by Mangum to approve the minutes of the August 2nd Public Hearing on FY 2016 Budget Amendment #1 with any necessary corrections. Motion carried by a vote of 4-0. Councilwoman Teresa Doster and Councilman James A. Gorley abstained due to being absent from the meeting. Councilwoman Alma Stokes was not present at the time of the vote.

Motion was made by Haley and seconded by Walker to approve the minutes of the Public Hearing held on August 2nd on the proposed FY 2017 Budget with any necessary corrections. Motion carried by a vote of 5-0. Councilwoman Teresa Doster abstained due to being absent from the meeting. Councilwoman Alma Stokes was not present at the time of the vote.

Motion was made by Haley and seconded by Gorley to approve the minutes of the regular Council meeting held on 8/2/2016. Motion carried by a vote of 5-0.
Councilwoman Teresa Doster abstained due to not attending the meeting. Councilwoman Alma Stokes was not present at the time of the vote.

Motion was made by Doster and seconded by Gorley to approve the minutes of the Public Hearing on the proposed City of Eatonton Millage Rate Increase. Meeting was held on August 4th at 9:00 AM. Motion carried by a vote of 4-0. Councilman Alvin Butts, Councilman Charles R. Haley and Mayor Pro-Tem Walker abstained due to being absent from the meeting.

Motion was made by Gorley and seconded by Walker to approve the minutes from the August 11th Public Hearing on the proposed City of Eatonton Millage Rate Increase which was held at 12:00 PM. Motion carried by a vote of 4-0. Councilwoman Teresa Doster, Councilman Alvin Butts, and Councilman Charles R. Haley abstained due to being absent from the meeting.

Motion was made by Doster and seconded by Mangum to approve the minutes from the August 11th Public Hearing on the City of Eatonton Millage Rate Increase, which was held at 6:00 PM. Motion carried by a vote of 6-0. Councilman Alvin Butts abstained due to being absent from the meeting.

Public Comments: None

Reading of Rules for Public Comments: Omitted

Old Business: None

New Business:

Andrew Simpson, Main Street Director submitted the following Report to City Council.

Organization
The Main Street Board has two new members, Cindy Willis from the Pilot Club and Colby Hunter from the Uncle Remus Library. They attended their first meeting in August and we welcome them aboard.

I am sad to let you know that a former Main Street board member Marion Mahs has died. I, unfortunately did not meet him, but Lisa Jackson our Board Chair spoke very highly of his contributions to Main Street.

Promotion
The Kids Expo and Movies on the Court House Lawn gained an attendance of 400. Copperwood Pizza from Eatonton and Scoops of Madison were very well received.
The Briar Patch Arts Festival is desperately short of Arts and Crafts Vendors. I will be attending festivals in Stone Mountain and Watkinsville and attending the Harmony Crossing and Monticello Farmer's Market to see if I can attract more Arts and Craft Vendors. The Georgia/Florida game and the Pine Tree Festival in Sparta is causing vendors not to come, which is why I am having a tailgating party after the event and moving the event itself to the Saturday before the Taste of Eatonton in 2017.

Main Street is in the planning stages of a Valentines Event and Community Dinner event for 2017.

The water tower project is on hold.

**Design**
The Design Committee has two facade grant applications distributed to Merchants, awaiting return.

Main Street is partnering with various City Departments on enhancing downtown decorations.

Main Street Director is in contact with High Schools and the Ritz Carlton Recreation Department regarding the painting of merchant windows.

**Economic Vitality**
The Eatonton Cotton Warehouse and the Pex Theater has a work hold order on them.

Inquiries into retail and office space have slowed down.

I am continuing to recruit businesses to movie nights and festivals to see if they would like to either relocate or open a new business in Eatonton. I am asking current businesses to see if they would like to contribute in some way to our festivals either by participating or sponsoring.

**Summary**
I am continuing to reach out to recruit new businesses into the downtown. I am also seeking partners in creating a more family friendly and interactive environment for the citizens of Eatonton, Putnam County and beyond in our showcase events on the Putnam County Court House Lawn. Our beautification of the downtown via planters and painting of store front windows is a way forward in creating a vibrant downtown, alongside our continued working together with other City Departments.

**Proposed Resolution to Appoint Members to the Downtown Development Authority Attachment #6B**
Motion was made by Doster and seconded by Gorley to approve the proposed Resolution in re-appointing Roddie Anne Blackwell and Adam Smith to the Eatonton Downtown Development Authority for a term of four years. Their term will expire August 31, 2020. Mayor Rocker is authorized to sign the Resolution. Motion carried by a unanimous vote of 7-0.

**Proposed Resolution to Name Individuals to the Comprehensive Plan Steering Committee Attachment #6C**
Motion was made by Doster and seconded by Mangum to approve the proposed Resolution to appoint the following community residents identified on the attached list to serve on the Comprehensive Plan Steering Committee for 2016-2017 and authorize Mayor Rocker to sign the resolution. Motion carried by a unanimous vote of 6-0. Councilman James A. Gorley abstained because his name was included on the Comprehensive Plan Steering Committee list.

List of individuals nominated and invited to serve on the Joint Comprehensive Plan Steering Committee for 2016-2017 as appointees of the City of Eatonton.

1. Roddie Anne Blackwell
2. Chandra Brown
3. Keith Fielder
4. James A. Gorley
5. Maurice Hill
6. Lisa Jackson
7. Rev. Simone Jones
8. Pastor James Kilgore
9. Terrance Nelson
10. Cooper Rainey
11. Scott Reaves
12. Tara Rocker
13. Lyn Romine
14. Tracy Stickley
15. George Thompkins

Proposed Resolution to Request Technical Assistance from Middle Georgia Regional Commission in Preparing a USDA Rural Facilities Grant Application Attachment #6D

Motion was made by Haley and seconded by Walker to adopt the proposed Resolution authorizing Mayor Rocker to request Technical Assistance from the Middle Georgia Regional Commission in preparing and submitting an application for a USDA Community Facilities Grant and to sign such supporting and collateral material as shall be necessary and required by the U.S. Department of Agriculture. Motion carried by a unanimous vote of 7-0.

Discussion and Possible Action on Revisions to GIRMA Intergovernmental Contract Attachment #6E

Attorney Christopher Huskins advised reviewing the recommended revisions to the GIRMA intergovernmental contract outlined in red, and advised these changes are needed to reflect the current law and bring the contract up to date and clarify some of the language. Attorney Huskins recommended approval.
Motion was made by Mangum and seconded by Doster to approve and authorize the Mayor to sign the (GIRMA) Georgia Interlocal Risk Management Agency approval and ratification of revisions to the GIRMA Intergovernmental Contract. Motion carried by a unanimous vote of 7-0.

**Proposed Resolution to Adopt City of Eatonton FY 2016 Budget Amendment #1 Attachment #6F**

City Administrator Sanders advised this amendment is to clean up the budget for year ending 8/31/2016. Budget Amendment #1 increases expenditures and revenues by $118,000 to account for grant revenue and reclassifies $135,500 in Senior Program expenditures from Economic Opportunity to Public Health and Welfare.

Motion was made by Walker and seconded by Doster to adopt the City of Eatonton FY 2016 Budget Amendment #1. Motion carried by a unanimous vote of 7-0.

**Proposed Resolution to Adopt City of Eatonton FY 2017 Budget Attachment #6G**

City Administrator Sanders advised Council the proposed FY 2017 Budget was at their seat. After reviewing the FY 2017 Budget Councilman Haley discussed making cuts to the budget. Mayor Rocker suggested cross cutting. Attorney Christopher Huskins advised the City is getting a less percentage of the sales tax collected. The money is being cut each year. With the closing of the Georgia Power plant there is even less tax collected. Councilman Haley talked about needing businesses to locate here and also suggested working on the budget as a group next year.

Motion was made by Doster and seconded by Haley to adopt the City of Eatonton FY 2017 Budget. Motion carried by a unanimous vote of 7-0.

**City of Eatonton FY 2017 Budget Total $5,963,422**

**Zoning:** None

**Committee Report**

Motion was made by Walker and seconded by Doster to pay the bills if and when the funds become available. Motion carried by a unanimous vote of 7-0.

Councilman Butts advised the clean up day spearheaded by his church has been rescheduled for October.

Councilwoman Doster thanked Councilman Butts and Councilwoman Stokes for working on the ordinances. In addition, Doster expressed words of appreciation to Main Street Director Andrew Simpson for the success of the movie night event and the huge crowd that attended.
Councilwoman Stokes also congratulated Main Street Director Andrew Simpson on the movie night success.

Councilman Gorley read a letter received from Mr. Tom and Mrs. Sandra Rosseter expressing words of gratitude to firefighter Kathy Yates and Fire Chief Eugene Hubert for rescuing them on July 9, 2016 when their brick porch collapsed and they fell with it.

Councilman Gorley advised interviews will be scheduled to fill the position in the Fire Department this week.

City Administrator Gary Sanders advised the office of Congressman Jody Hice will host a Grants and small Business workshop tomorrow, August 16th in Watkinsville. The workshop will feature speakers and representatives from federal agencies, state departments and small business. This event is free and open to the public.

The workshop will take place at the Oconee County Civic Center and will last from 10:00AM to 12:30 PM.

Administrator Gary Sanders advised he would be attending the American Gas Association Member meeting in Winder at 10:00 AM on Friday, August 26. Topics: pipeline safety; preserving and enhancing the direct-use of natural gas; natural gas vehicles; and gas supply.

Mayor Rocker asked if there was any further business to be discussed; being none, motion was made by Doster and seconded by Haley to adjourn. Motion carried by a unanimous vote of 7-0.

Walter C. Rocker, Jr., Mayor

ATTEST:

Sarah E. Abrams, City Clerk
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to adopt a net millage rate for 2016 and for other purposes.

WHEREAS, the City of Eatonton does, by charter and ordinance, impose and collect taxes within the corporate limits of the City of Eatonton; and

WHEREAS, the City of Eatonton has previously has previously established its ad valorem tax rate to be 7.50 net mills; and

WHEREAS, the City of Eatonton now finds need to impose a net millage rate greater than the current net millage rate; and

WHEREAS, the City of Eatonton now wishes to impose and collect such ad valorem taxes allowed by charter and State law.

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


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

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

ATTEST:

Clerk, City of Eatonton, Georgia
The City of Eatonton Board of Council does hereby announce that the millage rate will be set at a meeting to be held at the Putnam County Commissioners' Meeting Room #203, 117 Putnam Drive, Eatonton, Georgia 31024 on September 6, 2016 at 7:00 PM and pursuant to the requirements of O.C.G.A. §48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Real &amp; Personal</td>
<td>166,914,667</td>
<td>156,895,625</td>
<td>157,827,919</td>
<td>154,687,353</td>
<td>151,366,007</td>
<td>151,918,040</td>
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<tr>
<td>Motor Vehicles</td>
<td>6,084,710</td>
<td>6,346,330</td>
<td>6,228,720</td>
<td>5,361,740</td>
<td>3,943,470</td>
<td>3,031,800</td>
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<tr>
<td>Mobile Homes</td>
<td>834,528</td>
<td>874,063</td>
<td>1,818,018</td>
<td>1,735,017</td>
<td>1,545,374</td>
<td>1,464,236</td>
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<tr>
<td>Timber - 100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>119,773</td>
<td></td>
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<tr>
<td>Heavy Duty Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>22,998</td>
</tr>
<tr>
<td>Gross Digest</td>
<td>173,833,905</td>
<td>164,116,018</td>
<td>165,994,430</td>
<td>161,784,110</td>
<td>156,877,849</td>
<td>156,414,076</td>
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<tr>
<td>Less M&amp;O Exemptions</td>
<td>1,052,662</td>
<td>8,572,326</td>
<td>27,345,931</td>
<td>24,858,007</td>
<td>35,344,589</td>
<td>34,944,723</td>
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<tr>
<td>Net M&amp;O Digest</td>
<td>$172,781,243</td>
<td>$155,543,692</td>
<td>$136,648,499</td>
<td>$136,926,103</td>
<td>$121,533,260</td>
<td>$121,469,353</td>
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<tr>
<td>State Forest Land</td>
<td></td>
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<tr>
<td>Assistance Grant Value</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Adjusted Net M&amp;O Digest</td>
<td>172,781,243</td>
<td>156,110,321</td>
<td>139,212,645</td>
<td>137,339,643</td>
<td>121,953,905</td>
<td>121,895,250</td>
</tr>
<tr>
<td>Gross M&amp;O Millage</td>
<td>13,000</td>
<td>17,430</td>
<td>20,160</td>
<td>16,150</td>
<td>17,588</td>
<td>17,720</td>
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<td>Less Rollbacks</td>
<td>13,000</td>
<td>13,310</td>
<td>12,660</td>
<td>8,650</td>
<td>10,088</td>
<td>8,220</td>
</tr>
<tr>
<td>Net M&amp;O Millage</td>
<td>4,120</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>9,500</td>
<td></td>
</tr>
<tr>
<td>Net Taxes Levied</td>
<td>$643,175</td>
<td>$1,044,095</td>
<td>$1,030,047</td>
<td>$914,654</td>
<td>$1,158,005</td>
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**TOTAL CITY**

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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Total City Value</td>
<td>172,781,243</td>
<td>156,110,321</td>
<td>139,212,645</td>
<td>137,339,643</td>
<td>121,953,905</td>
</tr>
<tr>
<td>Total City Taxes Levied</td>
<td>$643,175</td>
<td>$1,044,095</td>
<td>$1,030,047</td>
<td>$914,654</td>
<td>$1,158,005</td>
</tr>
<tr>
<td>Net Taxes $ Increase</td>
<td>$643,175</td>
<td>$400,920</td>
<td>-14,048</td>
<td>-115,393</td>
<td>$243,351</td>
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<td>Net Taxes % Increase</td>
<td>41,200.000%</td>
<td>62.335%</td>
<td>-1.35%</td>
<td>-11.20%</td>
<td>26.61%</td>
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</tbody>
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*Preliminary Digest for 2016*
CITY AND INDEPENDENT SCHOOL MILLAGE RATE CERTIFICATION FOR TAX YEAR 2016

http://www.dor.ga.gov

Complete this form once the levy is determined, and if zero, report this information in Column 1. Mail a copy to the address below or fax to (404)724-7011 and distribute a copy to your County Tax Commissioner and Clerk of Court. This form also provides the Local Government Service Division with the millage rates for the distribution of Railroad Equipment Tax and Alternative Ad Valorem Tax.

Georgia Department of Revenue
Local Government Services Division
4125 Welcome All Road
Atlanta, Georgia 30349
Phone: (404) 724-7003  Fax: (404) 724-7011

Putnam County Tax Commissioner - Pamela Lancaster; 706-485-5441

City of Eatonton
201 N. Jefferson Ave; P.O. Box 3820
Eatonton, GA 31024

<table>
<thead>
<tr>
<th>CITY NAME</th>
<th>ADDRESS</th>
<th>CITY, STATE, ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Eatonton</td>
<td>201 N. Jefferson Ave; P.O. Box 3820</td>
<td>Eatonton, GA 31024</td>
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</table>

<table>
<thead>
<tr>
<th>FEI #</th>
<th>CITY CLERK</th>
<th>PHONE NO.</th>
<th>FAX NO.</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>58-6000570</td>
<td>Sarah Abrams</td>
<td>706-485-3311</td>
<td>706-485-7912</td>
<td><a href="mailto:sarahabrams@bellsouth.net">sarahabrams@bellsouth.net</a></td>
</tr>
</tbody>
</table>

Office Hours: M-F; 8AM - 5PM

List below the amount & qualifications for each LOCAL homestead exemption granted by the City and Independent School System.

<table>
<thead>
<tr>
<th>CITY</th>
<th>Qualifications</th>
<th>Exemption Amount</th>
<th>INDEPENDENT SCHOOL</th>
<th>Qualifications</th>
<th>Exemption Amount</th>
</tr>
</thead>
</table>

If City and School assessment is other than 40%, enter percentage millage is based on ____________%. List below the millage rate in terms of mills.

EXAMPLE: 7 mills (or .007) is shown as 7.000. PLEASE SHOW MILLAGE FOR EACH TAXING JURISDICTION EVEN IF THERE IS NO LEVY.

<table>
<thead>
<tr>
<th>CITY DISTRICTS</th>
<th>DISTRICT NO.</th>
<th>COLUMN 1</th>
<th>COLUMN 2</th>
<th>COLUMN 3</th>
<th>COLUMN 4</th>
<th>COLUMN 5</th>
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<tbody>
<tr>
<td>City Millage Rate</td>
<td>2</td>
<td>17.720</td>
<td>8.220</td>
<td>9.500</td>
<td>0.000</td>
<td></td>
</tr>
</tbody>
</table>

Independent School System

|            | **Local Option Sales Tax Proceeds must be shown as a mill rate rollback if applicable to Independent School.** |

Name of County(s) in which your city is located: Putnam

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2016

__________________________            __________________________
Date                                 Mayor or City Clerk
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to request technical assistance from the Middle Georgia Regional Commission in preparing a Georgia Department of Economic Development Tourism Grant application and for other purposes.

WHEREAS, the Georgia Department of Economic Development offers the Tourism Grant program to provide funding to further tourism product development throughout the state; and

WHEREAS, Eatonton Putnam Tourism Arts Heritage Partnership, Inc. (EPTAH) desires to apply for a Tourism Grant to partially fund the Eatonton Mural Project; and

WHEREAS, the Downtown Development Authority will serve as the fiscal agent for any grant funds received; and

WHEREAS, the City of Eatonton wishes to support tourism product development within the City through a partnership with EPTAH and DDA; and

WHEREAS, the Middle Georgia Regional Commission offers grant preparation assistance to member cities in the Middle Georgia Region.

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 REQUEST TECHNICAL ASSISTANCE FROM THE MIDDLE GEORGIA REGIONAL COMMISSION IN PREPARING AND SUBMITTING AN APPLICATION FOR A GEORGIA DEPARTMENT OF ECONOMIC DEVELOPMENT TOURISM GRANT ON BEHALF OF THE DOWNTOWN DEVELOPMENT AUTHORITY AND EATONTON PUTNAM TOURISM ARTS HERITAGE PARTNERSHIP, INC. AND TO SIGN SUCH SUPPORTING AND COLLATERAL MATERIAL AS SHALL BE NECESSARY AND REQUIRED.

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

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

ATTEST:

Clerk, City of Eatonton, Georgia
Tower; Other Downtown Buildings

Other Planned Murals (Cotton Warehouse, Artisans Village, Water

Murals

Ideas for Famous Authors and Eatonton-Putnam History

Artists Locally & Around The County

Georgia College Students and Professor As Well As Other
Murals By PHS Students And Teachers Plus Those By

Mural Project Objectives 

Mural Attractions For Eatonton
MISSION: TO ATTRACT VISITORS TO OUR BUSINESS USING ART AS EDUCATIONAL TOURISM

ATTRACT VISITORS/CUSTOMERS

GRAIN POSSIBILITIES: Georgia College Engage; Engage; VIBRANT COMMUNITIES, TOURISM, TRAVEL, BUSINESSES (including retail, local business, tourism, etc.); OTHERS, especially students, faculty, and staff.

MURAL PROMISES: Famous Authors (e.g., Melville, Hemingway, Faulkner, etc.); (Subject to change)
Here Lies Our Republic, Beards, Footprints etc. (Subject to change)

MURAL POTENTIALS: Three International-Famous Authors (Walker, Henry, O'Connor, etc.); Famous Authors (Walker, Henry, O'Connor, etc.); Subject to change; THE COLOR PURPOSE & SONG

TOGETHER ON BUILDING WALLS, so that old buildings will not be painted on directly and panels can be taken down to be updated, relocated, etc.

COMMITTEE MEMBERS: See Attached. But extended committee includes representation from above.

PROJECT MANAGER: Ebonia Pursifull, Townhouse-Artists’ League, with Mary Moore as interim project leader & leadership.

FISCAL AGENT: The Ebonia Pursifull Development Authority; Condominium, Teresa Doster, Chair.

ARTISTS INVOLVED: Georgia College Art Class; Art Teacher, Paige Bacon, Class; Art Teacher, Paige Bacon. Other artists.

ORGANIZATIONS INVOLVED (or potentially so): Ebonia Pursifull, Townhouse-Artists’ League, Alice Walker Project, Andalusia Foundation, Ebonia Pursifull, Townhouse-Artists.


Artists Village. Vail has helped develop new museums around the county. CHS has painted murals around Plumas County.

Artists Village. Vail has helped develop new museums around the county. CHS has painted murals around Plumas County.

Success in other cities and towns in the United States and to a limited degree locally (see photos).

ATTRACTORS: History & other artists, educators, others, tourism, education, and recreational facilities.

SUPPORT OUR BUSINESS: This method has been very successful in other cities and towns in the United States and to a limited degree locally (see photos).

SPECIFIC OBJECTIVES: Using murals on the walls, lower others, artists, students of the very visible high-tech locations in Ebonia-Pursifull to depict our...
NOVA or a Special Sherwin-Williams Product.

It is important to use the highest quality paint for the task such as dentists. Art work was by Georgia College Stu-

years ago in substantial sunlight. Art work was by Georgia College Stu-

Millidgeville, GA on a Habitat for Humanity office building 13 and 14.
PHILADELPHIA

OTHER ARTISTS
Former Slave Church & Chapel of Alice Walker

Ward Chapel Church, Putnam County, Georgia:
- Power Company employees
- Window coverings
- Photos of the Ward Chapel AME Church
- Students involved in the preservation of the church
the author decided.

view is that few know what the authors look like and should be identified. Should GM

One possibility for the famous authors mural is above. If nothing else it should stimulate

Roots
Our Literary

Alice Walker
Joel Chandler Harris
Flannery O'Connor
Where is Brer Rabbit?
Alice reading to children?
HISTORY MURAL: MAJOR POINTS IN EASTON-PUTNAM HISTORY
MERIWEATHER COUNTY TOURISM GRANT WINNING MURALS

MOST I HAVE TALKED TO DO NOT LIKE THIS FOR US.
MERIWETHER COUNTY TOURISM GRANT WINNING MURALS

MOST I HAVE TALKED TO DO NOT LIKE THIS FOR US.
RESOLUTION

A RESOLUTION by the Board of Council of the City of Eatonton, Georgia to ratify the action of the Mayor in signing a letter of support for the Eatonton Mural Project and for other purposes.

WHEREAS, the Georgia Council for the Arts offers the Vibrant Communities Grant program to provide funding to cultivate the growth of vibrant, thriving Georgia communities through the arts; and

WHEREAS, the Georgia Writers Museum prepared an application for a Vibrant Communities Grant to partially fund the Eatonton Mural Project and requested that the City of Eatonton provide a letter of support; and

WHEREAS, the time period to submit such grant application was such that immediate action was necessary.

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

THE ACTION OF THE MAYOR IN SIGNING A LETTER OF SUPPORT ON BEHALF OF THE GEORGIA WRITERS MUSEUM FOR A VIBRANT COMMUNITIES GRANT IS HEREBY RATIFIED.

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

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

ATTEST:

______________________________
Clerk, City of Eatonton, Georgia
August 30, 2016

To Whom It May Concern:

On behalf of the City of Eatonton, I offer our support and encouragement for the Eatonton Mural project. Eatonton is undoubtedly rich in literary history with impact nationally and internationally. We entertain visitors from as far away as Germany, Japan and Australia with interest in the rich heritage of Eatonton and Putnam County. This project allows this region to publicize our deep roots and promote values that will attract tourists and residents interested in connecting to our community.

Let us continue to partner together for the advantage that our collective effort can achieve! The City of Eatonton pledges its support for the Eatonton Mural Project.

Sincerely,

Walter C. Rocker, Jr.
Mayor

The City of Eatonton is an Equal Opportunity Provider and Employer
Jennifer Carawan  
154 Tuggle Road  
Eatonton, GA 31024  
Jhuddelson@gmail.com

September 1, 2016

Gary M. Sanders  
City Administrator  
City of Eatonton  
201 N. Jefferson Ave.  
Eatonton, Ga 31024

Dear Gary Sanders et. al:

Lake Country Physical Therapy has found the previous location of the Senior Center to be an excellent location for our Physical Therapy and wellness center. We would love to occupy the space as both an outreach for our community to promote overall wellness as well as treat patients on an outpatient basis. We are interested in renting/leasing the building for the above purposes.

Charles Eisele, PT and Jennifer Carawan, LPTA have more than 30 years combined experience in the field of Physical Therapy and believe that expanding our communities access to quality wellness and Physical Therapy is an asset to our community.

Considerations – we would need to introduce equipment to the space necessary to perform work duties and quality patient care.

This letter is not an official offer and that all details would need to be negotiated and executed through a formal Rental/Lease Agreement.]

We would like to occupy the space as soon as possible if we are so granted these permissions.

Respectfully Yours,  
Jennifer Carawan  
Lake Country Physical Therapy  
678-852-7474
RESOLUTION

A RESOLUTION by the City Council of the City of Eatonton, Georgia, to appoint a member to the Eatonton-Putnam Water and Sewer Authority Board and for other purposes.

WHEREAS, the Eatonton-Putnam Water and Sewer Authority was created by an act of the General Assembly in 2005 to oversee the operation and maintenance of water and sewer service systems in the City of Eatonton and Putnam County; and

WHEREAS, the Eatonton-Putnam Water and Sewer Authority is governed by a five member board, with one member being appointed by the Mayor and City Council of the City of Eatonton; and

WHEREAS, the appointment of this member expired on September 1, 2016 and such member has indicated a continuing desire and willingness to serve on the Eatonton-Putnam Water and Sewer Authority Board; and

WHEREAS, the City of Eatonton has duly advertised and solicited applications to fill such vacancy.

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

THE CITY OF EATONTON DOES HEREBY APPOINT JUDSON DOSTER TO THE EATONTON-PUTNAM WATER AND SEWER AUTHORITY BOARD FOR A TERM OF FOUR YEARS TO EXPIRE ON SEPTEMBER 1, 2020.

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

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

ATTEST:

Clerk, City of Eatonton, Georgia
CITY OF EATONTON, GEORGIA
BOARD APPOINTMENT INFORMATION FORM

PLEASE PRINT
NAME: Judson s. Doster______________ HOME PHONE: 404-316-2938

HOME ADDRESS: 202 N Washington Ave, Eatonton, GA 31024___________

E-MAIL ADDRESS: jsdoster@mindspring.com_______

BUSINESS: __________________________ BUSINESS PHONE: 404-316-2938_____

BUSINESS ADDRESS: 202 N Washington Ave, Eatonton, GA 31024___________

BRIEF RESUME OF EDUCATION AND EXPERIENCE: See attached___________

ARE YOU A REGISTERED VOTER? YES____ NO_______

ARE YOU A RESIDENT OF THE CITY? YES____ NO_______

DO YOU OWN PROPERTY IN THE CITY? YES____ NO_______

DO YOU HOLD A PUBLIC OFFICE? YES____ NO_____

ARE YOU EMPLOYED BY THE CITY? YES____ NO_____

HAVE YOU BEEN CONVICTED OF A MISDEMEANOR OR FELONY, EXCLUDING CIVIL
TRAFFIC INFRINGEMENTS? YES____ NO_____

(IF YES, PLEASE PROVIDE DETAILS—USE SEPARATE SHEET. NOTE: DUI'S and revoked
licenses are NOT “civil traffic infractions” and must be reported.)

HAVE YOU PREVIOUSLY SERVED ON A CITY BOARD? YES____ NO_____

If yes, which one(s)? Eatonton-Putnam Water & Sewer Authority

PLEASE CHECK THE BOARD(S) YOU ARE INTERESTED IN SERVING ON:
CODE ENFORCEMENT BOARD* DOWNTOWN DEVELOPMENT AUTHORITY
ETHICS COMMISSION HISTORIC PRESERVATION COMMISSION
HOUSING AUTHORITY LIBRARY BOARD EPWSA BOARD
PLANNING BOARD TREE BOARD ZONING COMMISSION*
*REQUIRES FILING FINANCIAL DISCLOSURE FORM IF APPOINTED.
What qualifications would you bring to this Board if appointed?

Pursuant to City Code, service on City boards is at the pleasure of the City Council. Board members may be removed with or without cause upon motion and majority vote of the City Council. Applicant, by his/her signature below, waives any right under Georgia Law to removal for cause and a hearing before removal.

SIGNATURE: 

DATE: 9/20/16

All Boards must function in accordance with Georgia Laws regarding GOVERNMENT IN THE SUNSHINE. Return completed form to: City of Eatonton, P. O. Box 3820, Eatonton, Georgia 31024-3820, or drop it off at City Hall, 201 N. Jefferson Avenue.
Judson S. Doster

Judd is a Senior Vice President and Senior Portfolio Manager for Morgan Stanley. As Senior Partner for the Webster Shore Group, Judd is responsible for portfolio construction and investment management. He received a Bachelor’s of Science in Management from The Georgia Institute of Technology in 1993 with an emphasis in economics and finance. Judd has served on numerous for profit and non-profit boards. He currently serves on The Eatonton-Putnam Water & Sewer Authority, Board of Directors for Gatewood Schools and Board of Trustees for Salem Campmeeting.

Judd lives in Eatonton, GA with his wife Teresa and his two children Sam and Maggie.
RESOLUTION

A Resolution to participate in the Low Income Home Energy Assistance Program as provided by the Georgia Department of Human Services and for other purposes.

WHEREAS, the City of Eatonton is a municipal gas pipeline operator and retail distributor of natural gas and energy provider as identified by federal and state law; and

WHEREAS, the Georgia Department of Human Services administers the Low Income Home Energy Assistance Program (LIHEAP) whereby it makes one-time payments to energy providers such as the City of Eatonton; and

WHEREAS, the Georgia Department of Human Services has offered to contract with the City of Eatonton in order to make direct payments to the City of Eatonton for customers who qualify under the program’s rules, regulations, and policies; and

WHEREAS, the City of Eatonton wishes to provide this public benefit to its customers that so qualify.

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 AGREEMENT OFFERED BY THE GEORGIA DEPARTMENT OF HUMAN SERVICES/DFCS FOR PARTICIPATION IN THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM. ADDITIONALLY, THE MAYOR IS AUTHORIZED TO SIGN LETTERS AND SUCH OTHER SUPPORTING AND COLLATERAL MATERIAL AS SHALL BE NECESSARY FOR THE PROPER RECEIPT OF SUCH FUNDS AS MAY BE REQUIRED.

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

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

ATTEST:

______________________________
Clerk, City of Eatonton, Georgia
Dear Energy Supplier:

The Georgia Division of Family and Children Services (DFCS) administers the Low Income Home Energy Assistance Program (LIHEAP) each year. This federally funded program provides assistance to low income households by making payments to energy providers on their behalf. This is a one-time payment per household per program year as long as there is funding available.

Preparations are underway to implement the Federal Fiscal Year 2017 LIHEAP Program. DFCS is requesting your company’s participation in the LIHEAP Program by agreeing to accept the LIHEAP payments that are made on behalf of eligible customers, and by agreeing to comply with LIHEAP vendor policies and procedures.

Vendors will continue to be required to collect data on annual fuel costs and household consumption amounts. Please refer to item #10 of the Vendor Agreement. This information is required for the FFY 2017 program year.

Please review, complete, sign and return the enclosed Vendor Agreement to the LIHEAP Program by September 9, 2016.

Applying for Benefits
Applications will be taken statewide through the Community Action Agencies under contract with DFCS. A list of participating Community Action Agencies is enclosed. Applications will be taken on a first come, first served basis until funding is exhausted.

DFCS administers two program components under the LIHEAP umbrella. The following programs are available as funding permits:

- The Regular LIHEAP Program, that targets homebound and elderly households is scheduled to open November 1, 2016. This program is scheduled to open to the general public beginning December 1, 2016.

- The Crisis Intervention Program, that assists households whose primary heating source has been disconnected or their heating source is in danger of being disconnected.

Energy Payments to Vendors
Energy Assistance payments are issued by the local Community Action Agency. Payments are issued weekly except for Crisis Intervention. Disconnection situations are to be resolved in 18 to 48 hours for eligible households.

- Energy vendors must complete and return the enclosed Vendor Agreement to the LIHEAP Program to be placed on the list of approved vendors and to receive a direct Energy Assistance payment.

- LIHEAP benefit checks will be issued directly to the applicant if the energy supplier is not on the list of approved vendors.

- As in the 2016 Program, most benefit checks will be made payable directly to the fuel vendor on behalf of the eligible household.
Please read the entire agreement to ensure that the requirements and responsibilities of being a home energy supplier with the Low Income Home Energy Assistance Program (LIHEAP) are understood.

1. ATTACH A SHEET WITH NAME, ADDRESS, PHONE NUMBER AND CONTACT, EIN OR TAX NUMBER FOR EACH DISTRIBUTOR.

2. LEGAL NAME OF COMPANY: ________________________________

3. MAILING ADDRESS:

   _______________________________________________________
   _______________________________________________________

4. NAME OF CONTACT PERSON for Energy Assistance Program:

   ______________________ PHONE: _________ FAX: ________________

   Email address: ________________________________

5. SUPPLIER, EIN OR IRS TAX NUMBER: _______________________

6. IS THIS COMPANY INCORPORATED? _____ Yes _____ No

7. TYPE OF UTILITIES/FUEL DEALER:

   ____ Natural gas  ____ Electricity  ____ Wood
   ____ LP/Bottle Gas  ____ Fuel Oil  ____ Coal/Coke

8. DOES BILLING INCLUDE ACCOUNT NUMBERS AS IDENTIFICATION?
   ____ YES _____ NO
• Attach a list of all the local offices you operate throughout the State.

• If you provide home heating fuel in any service area under a name other than your corporate name, please advise the LIHEAP and CSBG Programs office.

• So that all of your offices are aware of your participation in this program, please send appropriate copies to all of your divisions.

• If benefit checks should be mailed to a different address than the one listed on the agreement, please provide us with the correct address for submission of checks.
6. For payments received for the Crisis Intervention Program - when notified that the household has been approved for a benefit, stop a disconnection order and, if need be, either establish service, deliver fuel, or restore service.

7. For payments received for the Regular LIHEAP Program: refund to the agency that issued the benefit the entire amount of the benefit if the account is closed at the time the payment is received. These refunds will be made payable to the local office that issued the check immediately upon receipt.
   - A refund should also be made payable to the agency that issued the payment if a credit balance exists on the account when (a) the applicant has moved and cannot be located or (b) if the applicant is deceased and there are no surviving household members.
   - All refunds returned to the agency must include the applicant's name, address and social security number for reference.
   - A refund should be made payable to the applicant household if (a) the applicant moves and closes the account and a credit balance exists or (b) if the applicant is deceased and a credit balance exists on the account, a surviving household member should receive a refund of the credit balance.

8. Upon notification by the Community Action Agency that the payment is a duplicate or was sent in error, the payment must be returned.
   - A separate refund check must be made payable to the agency that issued the check. Do not return the entire check.
   - The refund must be returned to the agency within 5 work days of the notification from the agency.

9. Upon notification from the customer or the Community Action Agency that a payment has been posted to the wrong account, the payment must be credited to the correct account within 5 work days.

10. The Vendor shall provide, at no cost to Georgia LIHEAP or the client, and within a timeframe specified by the Georgia LIHEAP, a record of annual energy consumption in dollars and units of fuel/product, amount and cost of fuel used for LIHEAP households, payment frequency and history, disconnection information, and arrearage amounts or such other data as the state determines is reasonably necessary. If the client has been a customer for less than 12 months, the Vendor will provide Georgia LIHEAP with the requested data and include the number of months that the data supports.

Division of Family and Children Services, Energy Assistance Program,
2 Peachtree Street, N.W., 21st Floor, Room 276,
Atlanta, Georgia, 30303-3180.
Return to:

LIHEAP AND CSBG PROGRAMS
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
DIVISION OF FAMILY AND CHILDREN SERVICES
GEORGIA DEPARTMENT OF HUMAN SERVICES
TWO PEACHTREE STREET, NW; 21ST FLOOR, ROOM 276
ATLANTA, GEORGIA  30303-3180
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to execute a memorandum of understanding with the Eatonton Downtown Development Authority and for other purposes.

WHEREAS, the City of Eatonton determined that it was desirable and necessary that the Eatonton Downtown Development Authority be activated in 2008; and

WHEREAS, the Eatonton Downtown Development Authority plays a vital role in the revitalization and redevelopment of the central business district of the City of Eatonton; and

WHEREAS, the City of Eatonton wishes to develop and promote the public good and general welfare, trade commerce industry, and employment opportunities; and

WHEREAS, the Eatonton Downtown Development Authority will conduct and report on the events and activities that it undertakes in the revitalization and redevelopment of the central business district of the City of Eatonton.

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

THE MAYOR OF THE CITY OF EATONTON, GEORGIA IS AUTHORIZED TO EXECUTE A MEMORANDUM OF UNDERSTANDING, FORMS, MODIFICATIONS AND ANY RELATED DOCUMENTS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

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

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

ATTEST:

Clerk, City of Eatonton, Georgia
MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING #2016-090601
Authority’s FEI #: 

SECTION I. GENERAL MEMORANDUM OF UNDERSTANDING PROVISIONS:

PARA #101. MEMORANDUM OF UNDERSTANDING BETWEEN:

This Memorandum of Understanding is made and entered into by and between the City of Eatonton, a municipal corporation chartered in Putnam County, State of Georgia, and hereinafter referred to as the “City”;

AND

Eatonton Downtown Development Authority
305 North Madison Avenue
Eatonton, GA 31024

legally empowered to enter into this memorandum of understanding pursuant to the laws of the State of Georgia hereinafter referred to as the “Authority”.

This memorandum of understanding 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 Memorandum of understanding shall be brought in a court or other forum of competent jurisdiction within Putnam County, State of Georgia.

It is the policy of the City of Eatonton that minority business enterprises shall have the maximum opportunity to participate in the purchasing process. Therefore, the City of Eatonton encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the City encourages all companies to contract portions of any City agreement to minority business enterprises. Those who utilize qualified minority sub contractors may qualify for a Georgia state income tax deduction for qualified payments made to minority sub contractors. See O.C.G.A. Section 49-7-38.

Nothing contained in this memorandum of understanding shall be construed to constitute the Authority, any of its employees, agents, or sub contractors as a partner, employee, or agent of the City, nor shall either party to this memorandum of understanding have any authority to bind the other in any respect, it being intended that each shall remain independent.

PARA #102. PERIOD OF MEMORANDUM OF UNDERSTANDING:

This memorandum of understanding has an effective beginning date of September 1, 2016 and shall terminate on the August 31, 2017, unless terminated earlier under other provisions of this memorandum of understanding.

PARA #103. CITY AND AUTHORITY CONTACT INFORMATION:

A. Mailing Addresses: The mailing addresses, telephone numbers, and contact persons listed below for the City and the Authority may be changed during the term of this memorandum of understanding by written notification to the other party by the City’s division or office representatives or by the Authority.

The City’s mailing address and telephone number for correspondence, reports, and other matters relative to this memorandum of understanding, except as otherwise indicated, are:

City of Eatonton
Attn: Gary Sanders
P.O. Box 3820
Eatonton, Georgia 31024
Telephone #: 706-485-3311

The Authority’s mailing address and telephone number for correspondence, reports, and other matters relative to this memorandum of understanding are:

Eatonton Downtown Development Authority
Attn: Teresa Doster
P.O. Box 4384
Eatonton, Georgia 31024
Telephone #: 706-484-0693
PARA #104. NONDISCRIMINATION BY AUTHORITY AND SUBCONTRACTORS:

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Authority agrees to comply with federal and state laws, rules and regulations, and the City’s policy relative to nondiscrimination in employment practices because of political affiliation, religion, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

B. NONDISCRIMINATION IN CUSTOMER SERVICE PRACTICES: The Authority agrees to comply with federal and state laws, rules and regulations, and the City’s policy relative to nondiscrimination in customer service practices because of political affiliation, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Authority agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/Accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

D. The Authority agrees to require any subcontractor performing services funded through this memorandum of understanding to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #105. CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

The Authority agrees to abide by all state and federal laws, rules and regulations, and the City of Eatonton policy on respecting confidentiality of an individual's records. Authority further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, citizen, customer or responsible parent or guardian.

PARA #106. CONFLICT OF INTEREST:

The Authority and the City certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain public officials or employees and the City of Eatonton, have not been violated and will not be violated in any respect.

PARA #107. MEMORANDUM OF UNDERSTANDING MODIFICATION/ALTERATION:

A. No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this memorandum of understanding as an amendment indicating the City memorandum of understanding number involved, the original memorandum of understanding parties and the original effective date of the memorandum of understanding and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.

B. Reserved

PARA #108. CITY'S RIGHT TO SUSPEND MEMORANDUM OF UNDERSTANDING:

The City reserves the right to suspend the memorandum of understanding/subgrant in whole or in part under this memorandum of understanding provision if it appears to the City that the Authority is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this memorandum of understanding, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the City, in the performance or service delivery.

PARA #109. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this memorandum of understanding that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this memorandum of understanding, and the remainder of this Memorandum of understanding shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this memorandum of understanding shall not affect any other part of this memorandum of understanding, and the remainder of this memorandum of understanding shall continue to be of full force and effect.

PARA #110. TERMINATION:
A. **Lack of Funds.** This memorandum of understanding may be terminated if designated funding fails to be collected in sufficient amounts.

B. **Due to default or for cause.** This memorandum of understanding may be terminated for cause, in whole or in part, at any time by the City for failure of the Authority to perform any of the provisions hereof. Should the City exercise its right to terminate this memorandum of understanding under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Authority will be required to submit the final invoice and reports not later than 45 days after the effective date of written notice of termination. Upon termination of this memorandum of understanding, the Authority shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this memorandum of understanding.

C. **For Convenience.** This memorandum of understanding may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this memorandum of understanding must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

D. **Notwithstanding any other provision of this paragraph,** this memorandum of understanding may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. Authority becomes insolvent or liquidation or dissolution or a sale of the Authority's assets begins.
2. Authority or any sub contractor violates or fails to comply with any applicable provision of federal or state law or regulation.
3. Authority or any sub contractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the City.
4. Authority has exhibited an inability to meet its financial or services obligations under this memorandum of understanding.
5. A voluntary or involuntary bankruptcy petition is filed by or against the Authority under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the Authority for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Authority.
8. The City deems that such termination is necessary if the Authority or any sub contractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or other consequences the City's personnel, customers, clients, facilities, or services.
9. Authority is debarred or suspended from performing services on any public memorandum of understandings.
10. Authority or any sub contractor violates or fails to comply with paragraphs 104 or 105 of this memorandum of understanding.

**PARA #111. COOPERATION IN TRANSITION OF SERVICES:**

Reserved

**PARA #112. FORCE MAJEURE:**

Each party will be excused from performance under this memorandum of understanding to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be deemed under this memorandum of understanding nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Authority from its liability for work performed by any sub contractor. If the services to be provided to the City are interrupted by a force majeure event, the City will be entitled to an equitable adjustment to the fees and other payments due under this memorandum of understanding.

**PARA #113. ACCESS TO RECORDS AND INVESTIGATION:**

Reserved

**PARA #114. COLLECTION OF AUDIT EXCEPTIONS**

Reserved

**PARA #115. SUBMEMORANDUM OF UNDERSTANDINGS:**
Any sub contract or delegation of the authority herein will be submitted to the City for approval prior to execution. The Authority specifically agrees to be responsible for the performance of any sub contractor or other duties delegated and all provisions of this memorandum of understanding. The Authority will ensure that the sub contractor both understands and abides by all pertinent provisions of the memorandum of understanding and regulations applicable to the sub contractor. The Authority agrees to reimburse the City for any federal or state audit disallowances arising from the sub contractor's performance or non-performance of duties under this memorandum of understanding which are delegated to the sub contractor.

PARA #116. PUBLICITY:

A. Authority must ensure that any publicity given to services provided herein which identify the City must receive prior approval from the City Administrator. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Authority. All media and public information materials must also be approved by the City Administrator. In addition, the Authority shall not display the City's name, seal, flag or logo in any manner, including, but not limited to, display on Authority's letterhead or physical plant, without the prior written authorization of the City Administrator.

B. Reserved

PARA #117. INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

Reserved

PARA #118. CONSULTANT/STUDY MEMORANDUM OF UNDERSTANDING:

Reserved

PARA #119. AUTHORITY/SUB CONTRACTOR:

A. The Authority agrees to maintain any required city, county and state status in good standing, qualifications, business licenses and any other special licenses required, prior to and during the performance of this memorandum of understanding.

B. The Authority is responsible to ensure that sub contractors are appropriately licensed.

C. The Authority agrees that if it loses or has sanctioned any license, certification or accreditation required by this Memorandum of understanding or state and federal laws, that this memorandum of understanding may be terminated by the City immediately in whole or in part.

PARA #120. DRUG-FREE WORKPLACE:

A. Reserved

B. The Authority certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

1. A drug-free workplace will be provided for the Authority's employees during the performance of this memorandum of understanding; and

2. It will secure from any sub contractor hired to work in a drug-free workplace the following written certification: As part of the sub contract agreement with Eatonton Downtown Development Authority, (Sub contractor's Name), certifies to the Authority that a drug-free workplace will be provided for the sub contractor's employees during the performance of this memorandum of understanding pursuant to paragraph 7 of subsection B of Code Section 50-24-3.

C. Authority may be suspended, terminated, or debarred if it is determined that:

1. The Authority has made false certification hereinabove; or

2. The Authority has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #121. INDEMNIFICATION:
Authority hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the City of Eatonton, its officers and employees (collectively "indemnities") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this memorandum of understanding, due to any act or omission on the part of Authority, its agents, employees, sub contractors, or others working at the direction of Authority or on Authority's behalf; or due to any breach of this Memorandum of understanding by Authority; (collectively, the “Indemnity Claims”). This indemnification extends to the successors and assigns of the Authority, and this indemnification and release survives the termination of this memorandum of understanding and the dissolution or, to the extent allowed by law, the bankruptcy of the Authority.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund, bond, municipal insurance, commercial insurance or any other self-insurance funds maintained by the City (collectively, the "funds"), the Authority agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Authority and its insurers waive any right of subrogation against the City of Eatonton, the Indemnities, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Authority shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

PARA #122. DEBARMENT:

Reserved

PARA #201. CITY AND AUTHORITY AGREEMENTS:

WITNESSETH:

WHEREAS, the City has a need for and desires the general economic development, and promotion of the downtown area in Eatonton, Georgia; and

WHEREAS, the Authority has represented to the City its willingness and ability to provide the services identified herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The Authority agrees:

1. To identify specific events, productions, shows, expositions and services related to enhancing the Eatonton Downtown Development and/or other opportunities for the City, its authorities and agencies.
2. To assist in developing recommendations to enhance and/or improve the City's economic development area.
3. To identify, advertise as needed for leased space for businesses and/or services needed to make the downtown development area economically viable.
4. To assist and provide information for the City's annual audit to include the payment of the Authority's portion of the audit.
5. To provide the City with a separate annual report of the Authority's initiatives and substantive actions as such relate to the City's downtown development area. Such report is due January 31 of each year.

B. The City will:

1. Pay the Authority within 15 days of the presentation of an invoice.

C. Both parties agree:

1. This memorandum of understanding is not a lease for the facility and that any lease agreement is not a part of this memorandum of understanding.
2. Any revision will be in writing as an amendment to this memorandum of understanding.
3. Any revision will be paid with or deducted from the payment schedule identified in paragraph 302.
4. This contract covers the City's previous expenditure to the Tree Board and to Eatonton Mainstreet and that the EDDA will use these funds to maintain good standing with both Tree City and with the State of Georgia for the Mainstreet program.

PARA #301. CITY PAYMENT TO AUTHORITY:
The City will pay the Authority upon the completion and acceptance of the work an amount not to exceed $41,000.00.

PARA #302. INVOICE SUBMISSION:
Authority is to invoice the City quarterly at a rate not to exceed $10,250.00, unless revised in writing by both parties.

SECTION IV COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

PARA #401. STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:
Authority agrees that all work done as part of this memorandum of understanding will comply fully with all administrative and other requirements established by applicable federal, state, county, city laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the City for any loss of funds or resources resulting from non-compliance by the Authority, its staff, agents, or sub contractor as revealed in any subsequent audits.

PARA #402. ENTIRE UNDERSTANDING:
This memorandum of understanding, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this memorandum of understanding. No other understanding, oral or written regarding the subject matter of this memorandum of understanding, may be deemed to exist or to bind the parties at the time of execution.

SECTION V:

PARA #501. MEMORANDUM OF UNDERSTANDING ANNEX INCLUSION:
This memorandum of understanding includes annexes as listed below, which are hereto attached:

Annex A     SAVE Affidavit
Annex B     E-Verify
SIGNATURES TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EATONTON

AND

The Eatonton Downtown Development Authority

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

The Authority certifies by signature hereon that the named Authority is registered with the State of Georgia and can do business in the State of Georgia and that all required reports have been filed, so as to ensure that the Authority is in good standing with the State of Georgia.

**AUTHORITY EXECUTION**

For the City of Eatonton:

By: ________________________________
   Teresa Doster

Walter C. Rocker, Jr., Mayor

As Chairperson of
The Eatonton Downtown Development Authority

Date signed by Authority

Date signed by the City

Attest

Sarah Abrams, City Clerk

Seal
Annex A
SAVE Affidavit
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to execute a contract for services with the Eatonton-Putnam Arts Foundation, Inc. and for other purposes.

WHEREAS, the City of Eatonton owns and maintains the Plaza Arts Center; and

WHEREAS, the City of Eatonton wishes to have events and activities in the Plaza Arts Center for the entertainment of residents and visitors to the City of Eatonton; and

WHEREAS, the Eatonton-Putnam Arts Foundation, Inc. has proven itself capable of conducting events and activities for the entertainment of residents and visitors to the City of Eatonton; and

WHEREAS, the Eatonton-Putnam Arts Foundation, Inc. will conduct and report on the events and activities for the entertainment of residents and visitors to the City of Eatonton.

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

THE MAYOR OF THE CITY OF EATONTON, GEORGIA IS AUTHORIZED TO EXECUTE CONTRACTS, FORMS, MODIFICATIONS AND ANY RELATED DOCUMENTS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

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

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

ATTEST:

Clerk, City of Eatonton, Georgia
SECTION I. GENERAL CONTRACT PROVISIONS

PARA #101. CONTRACT BETWEEN:

This contract is made and entered into by and between the City of Eatonton, a municipal corporation chartered in Putnam County, State of Georgia, and hereinafter referred to as the “City”;

AND

Eatonton-Putnam Arts Foundation, Inc.
305 North Madison Avenue
Eatonton, GA 31024

legally empowered to contract pursuant to the laws of the State of Georgia 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 Putnam County, State of Georgia.

It is the policy of the City of Eatonton that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the City of Eatonton encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A. Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the City, 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.

PARA #102. PERIOD OF CONTRACT:

This contract has an effective beginning date of September 1, 2016 and shall terminate on the August 31, 2017, unless terminated earlier under other provisions of this contract.

PARA #103. CITY AND CONTRACTOR CONTACT INFORMATION:

A. Mailing Addresses: The mailing addresses, telephone numbers, and contact persons listed below for the City and the Contractor may be changed during the term of this contract by written notification to the other party by the City’s division or office representatives or by the Contractor.

The City’s mailing address and telephone number for correspondence, reports, and other matters related to this contract, except as otherwise indicated, are:

City of Eatonton
Attn: Gary Sanders
P.O. Box 3820
Eatonton, Georgia 31024
Telephone #: 706-485-3311

The Contractor’s mailing address and telephone number for correspondence, reports, and other matters related to this contract are:

Eatonton-Putnam Arts Foundation, Inc.
Attn: Dennis McClain
305 North Madison Avenue
Eatonton, Georgia 31024
Telephone #: 706-923-1655
PARA #104. NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the City's policy relative to nondiscrimination in employment practices because of political affiliation, religion, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

B. NONDISCRIMINATION IN CUSTOMER SERVICE PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the City's policy relative to nondiscrimination in customer service practices because of political affiliation, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

D. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #105. CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

The Contractor agrees to abide by all state and federal laws, rules and regulations, and the City of Eatonton policy on respecting confidentiality of an individual's records. Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, citizen, customer or responsible parent or guardian.

PARA #106. CONFLICT OF INTEREST:

The Contractor and the City certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain public officials or employees and the City of Eatonton, have not been violated and will not be violated in any respect.

PARA #107. CONTRACT MODIFICATION/ALTERATION:

A. No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this contract as an amendment indicating the City contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.

B. Reserved

PARA #108. CITY'S RIGHT TO SUSPEND CONTRACT:

The City reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the City that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the City, in the performance or service delivery.

PARA #109. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #110. TERMINATION:

A. Lack of Funds. This contract may be terminated if designated funding fails to be collected in sufficient amounts.
B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the City for failure of the Contractor to perform any of the provisions hereof. Should the City exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract invoice and final contract reports not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

C. **For Convenience.** This contract may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
2. Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
3. Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the City.
4. Contractor has exhibited an inability to meet its financial or services obligations under this contract.
5. A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the Contractor for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
8. The City deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the City's personnel, customers, clients, facilities, or services.
9. Contractor is debarred or suspended from performing services on any public contracts.
10. Contractor or any subcontractor violates or fails to comply with paragraphs 104 or 105 of this contract.

**PARA #111. COOPERATION IN TRANSITION OF SERVICES:**

*Reserved*

**PARA #112. FORCE MAJEURE:**

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the City are interrupted by a force majeure event, the City will be entitled to an equitable adjustment to the fees and other payments due under this contract.

**PARA #113. ACCESS TO RECORDS AND INVESTIGATION:**

*Reserved*

**PARA #114. COLLECTION OF AUDIT EXCEPTIONS**

*Reserved*

**PARA #115. SUBCONTRACTS:**

Any subcontracts or delegation of the authority herein will be submitted to the City for approval prior to execution. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of the contract and regulations applicable to the subcontractor. The Contractor agrees to reimburse the City for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor.

**PARA #116. PUBLICITY:**
A. Contractors must ensure that any publicity given to services provided herein which identify the City must receive prior approval from the City Administrator. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior approval for the materials must be received from the City's managing programmatic division/office. All media and public information materials must also be approved by the City Administrator. In addition, the Contractor shall not display the City's name, seal, flag or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the City Administrator.

B. Reserved

PARA #117. INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

Reserved

PARA #118. CONSULTANT/STUDY CONTRACT:

Reserved

PARA #119. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

A. The Contractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.

B. The Contractor is responsible to ensure that subcontractors are appropriately licensed.

C. The Contractor agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

PARA #120. DRUG-FREE WORKPLACE:

A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and

2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.

C. Contractor may be suspended, terminated, or debarred if it is determined that:

1. The Contractor has made false certification hereinabove; or

2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #121. INDEMNIFICATION:

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the City of Eaton, its officers and employees (collectively "Indemnities") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf; or due to any breach of this Contract by contractor; (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.
If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund, bond, municipal insurance, commercial insurance or any other self-insurance funds maintained by the City (collectively, the “funds”), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the City of Eatonton, the indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon indemnitees unless expressly approved by the indemnitees.

PARA #122. DEBARMENT:

Reserved

PARA #201. CITY AND CONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, the City has a need for and desires the general management, operational management and promotion of the facility commonly referred to as the Plaza Arts Center in Eatonton, Georgia; and

WHEREAS, the Contractor has represented to the City its willingness and ability to provide the services identified herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The Contractor agrees:

1. To identify specific events, productions, shows, expositions and services related to cultural events and/or opportunities for the City, its authorities and agencies.
2. To assist in developing recommendations to enhance and/or improve the City’s Plaza Arts Center.
3. To identify, book, print, advertise and sell tickets as needed for attendance and or sublease space for events, productions, shows, expositions and/or services needed to make the Plaza Arts Center an economically viable enterprise.
4. To provide the City audits every two years of the Foundation’s operations.
5. To provide the City with a separate annual report of the Foundation’s initiatives and substantive actions as such relate to the City’s Plaza Arts Center which identifies attendance at productions, shows, expositions and other such activities used to promote the Plaza Arts Center. Such report is due January 31 of each year and will cover no less than the Foundation’s efforts on the City’s behalf as it pertains to the occupancy of, attendance at and general usage of the Plaza Arts Center, its grounds and surrounds. Such report is to show information on a monthly basis.
6. To provide the City Administrator with a written quarterly calendar of events at least 14 days prior to the beginning of standard calendar quarters.
7. To provide the City with a current schedule of fees for the temporary rental of the facility and grounds.

B. The City will:

1. Pay the contractor within 15 days of the presentation of an invoice.

C. Both parties agree:

1. This contract is not a lease for the facility and that any lease agreement is not a part of this contract.
2. Any revision will be in writing as an amendment to this contract.
3. Any revision will be paid with or deducted from the payment schedule identified in paragraph 302.

**PARA #301. CITY PAYMENT TO CONTRACTOR:**
The City will pay the contractor upon the completion and acceptance of the work an amount not to exceed $51,000.00.

**PARA #302. INVOICE SUBMISSION:**
Contractor is to invoice the City quarterly at a rate not to exceed $12,750.00, unless revised in writing by both parties.

**SECTION IV COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**

**PARA #401. STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**
Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal, state, county, city laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the City for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits.

**PARA #402. ENTIRE UNDERSTANDING:**
This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

**SECTION V:**

**PARA #501. CONTRACT ANNEX INCLUSION:**
This contract includes annexes as listed below, which are hereto attached:

- Annex A  SAVE Affidavit
- Annex B  E-Verify
SIGNATURES TO CONTRACT BETWEEN THE CITY OF EATONTON

AND

The Eatonton-Putnam Arts Foundation, Inc.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

The contractor certifies by signature hereon that the named corporation is registered with the Georgia Secretary of State to do business in the State of Georgia and that all required reports have been filed with that office, so as to ensure that the corporation is in good standing with the Georgia Secretary of State.

CONTRACTOR EXECUTION

By: ____________________________
   Dennis McClain

As Chairperson ________________ of
The Eatonton-Putnam Arts Foundation, Inc.

______________________________
Date signed by Contractor

______________________________
Attest

For the City of Eatonton:

______________________________
Walter C. Rocker, Jr., Mayor

______________________________
Date signed by the City

______________________________
Attest: Sarah Abrams, City Clerk

Seal
ANNEX B
E-VERIFY Affidavit
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to execute a contract for services with the Eatonton-Putnam Chamber of Commerce and for other purposes.

WHEREAS, the State of Georgia limits certain Hotel and Motel taxes to events and activities that promote tourism in the taxing jurisdiction by a limited number of service provider organizations; and

WHEREAS, the City of Eatonton wishes to have events and activities that promote tourism within the City of Eatonton; and

WHEREAS, the Eatonton-Putnam Chamber of Commerce is an agency allowed by law to receive such Hotel and Motel taxes to conduct events and activities that promote tourism; and

WHEREAS, the Eatonton-Putnam Chamber of Commerce will conduct and report on the events and activities that promote tourism within the City of Eatonton.

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

THE MAYOR OF THE CITY OF EATONTON, GEORGIA IS AUTHORIZED TO EXECUTE CONTRACTS, FORMS, MODIFICATIONS AND ANY RELATED DOCUMENTS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

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

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

ATTEST:

Clerk, City of Eatonton, Georgia
SECTION I. GENERAL CONTRACT PROVISIONS:

PARA #101. CONTRACT BETWEEN:

This contract is made and entered into by and between the City of Eatonton, a municipal corporation chartered in Putnam County, State of Georgia, and hereinafter referred to as the "City":

AND

The Eatonton-Putnam Chamber of Commerce
305 North Madison Avenue
Eatonton, GA 31024

...legally empowered to contract pursuant to the laws of the State of Georgia 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 Putnam County, State of Georgia.

It is the policy of the City of Eatonton that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the City of Eatonton encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A. Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the City, 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.

PARA #102. PERIOD OF CONTRACT:

This contract has an effective beginning date of September 1, 2016 and shall terminate on the August 31, 2017, unless terminated earlier under other provisions of this contract.

PARA #103. CITY AND CONTRACTOR CONTACT INFORMATION:

A. Mailing Addresses: The mailing addresses, telephone numbers, and contact persons listed below for the City and the Contractor may be changed during the term of this contract by written notification to the other party by the City's division or office representatives or by the Contractor.

The City's mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

City of Eatonton
Attn: Gary Sanders
P.O. Box 3820
Eatonton, Georgia 31024
Telephone #: 706-485-3311

The Contractor's mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Eatonton-Putnam Chamber of Commerce
Attn: Roddie Anne Blackwell
305 North Madison Avenue
Eatonton, GA 31024
Telephone #: 706-485-7701
PARA #104. NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the City's policy relative to nondiscrimination in employment practices because of political affiliation, religion, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

B. NONDISCRIMINATION IN CUSTOMER SERVICE PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the City's policy relative to nondiscrimination in customer service practices because of political affiliation, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

D. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #105. CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

The Contractor agrees to abide by all state and federal laws, rules and regulations, and the City of Eatonton policy on respecting confidentiality of an individual's records. Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, citizen, customer or responsible parent or guardian.

PARA #106. CONFLICT OF INTEREST:

The Contractor and the City certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain public officials or employees and the City of Eatonton, have not been violated and will not be violated in any respect.

PARA #107. CONTRACT MODIFICATION/ALTERATION:

A. No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this contract as an amendment indicating the City contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.

B. Reserved

PARA #108. CITY'S RIGHT TO SUSPEND CONTRACT:

The City reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the City that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the City, in the performance or service delivery.

PARA #109. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #110. TERMINATION:

A. Lack of Funds. This contract may be terminated if designated funding fails to be collected in sufficient amounts.
B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the City for failure of the Contractor to perform any of the provisions hereof. Should the City exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

C. **For Convenience.** This contract may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor’s assets begins.
2. Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
3. Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the City.
4. Contractor has exhibited an inability to meet its financial or services obligations under this contract.
5. A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the Contractor for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
8. The City deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the City’s personnel, customers, clients, facilities, or services.
9. Contractor is debarred or suspended from performing services on any public contracts.
10. Contractor or any subcontractor violates or fails to comply with paragraphs 104 or 105 of this contract.

**PARA #111. COOPERATION IN TRANSITION OF SERVICES:**

Reserved

**PARA #112. FORCE MAJEURE:**

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the City are interrupted by a force majeure event, the City will be entitled to an equitable adjustment to the fees and other payments due under this contract.

**PARA #113. ACCESS TO RECORDS AND INVESTIGATION:**

Reserved

**PARA #114. COLLECTION OF AUDIT EXCEPTIONS**

Reserved

**PARA #115 SUBCONTRACTS:**

Any subcontracts or delegation of the authority herein will be submitted to the City for approval prior to execution. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of the contract and regulations applicable to the subcontractor. The Contractor agrees to reimburse the City for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor.

**PARA #116 PUBLICITY:**
A. Contractors must ensure that any publicity given to services provided herein which identify the City must receive prior approval from the City Administrator. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior approval for the materials must be received from the City's managing programmatic division/office. All media and public information materials must also be approved by the City Administrator. In addition, the Contractor shall not display the City's name, seal, flag or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the City Administrator.

B. Reserved

PARA #117. INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

A. Reserved

PARA #118. CONSULTANT/STUDY CONTRACT:

A. Reserved

PARA #119. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

A. The Contractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.

B. The Contractor is responsible to ensure that subcontractors are appropriately licensed.

C. The Contractor agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

PARA #120. DRUG-FREE WORKPLACE:

A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and

2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.

C. Contractor may be suspended, terminated, or debarred if it is determined that:

1. The Contractor has made false certification hereinabove; or

2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #121. INDEMNIFICATION:

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the City of Eatonton, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf; or due to any breach of this Contract by contractor; (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.
If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund, bond, municipal insurance, commercial insurance or any other self-insurance funds maintained by the City (collectively, the "funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the City of Eatonton, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

PARA #122. DEBARMENT:
Reserved

PARA #201. CITY AND CONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, the City has a need for and desires promotion of the general economic welfare, tourism and growth of Eatonton, Georgia; and

WHEREAS, the Contractor has represented to the City its willingness and ability to provide the services identified herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The Contractor agrees to:

1. Identify of specific products and services related to creating and/or enhancing tourism opportunities for the City and its authorities and agencies.
2. Assist in developing recommendations to enhance and/or improve the City’s website.
3. Identify needed and available resources to enhance the tourism activities of the City, including the “downtown business district” and the Plaza.
4. Provide a semi-annual report to the City Council of the Chamber’s initiatives and substantive actions as such relate to the City or its authorities and agencies.
5. To promote tourism, obtain and analyze data, create reports and present reports to the City Council on the results of the Chamber’s efforts on the City’s behalf.

B. The City will:

1. Pay the contractor within 15 days of the presentation of an invoice.
2. Provide documents and data as available to the Contractor.

C. Both parties agree:

1. This contract is to be wholly funded with Hotel Motel tax collections.
2. Any revision will be in writing as an amendment to this contract.
3. Any revision will be paid with or deducted from the payment schedule identified in paragraph 301.
4. This contract covers membership dues, fees and assessments, leadership class dues, fees and assessments, and any tourism dues, fees and assessments for the fiscal year.

PARA #301. CITY PAYMENT TO CONTRACTOR:
The City will pay the contractor upon the completion and acceptance of the work an amount not to exceed $11,500.00.

PARA #302. INVOICE SUBMISSION:
Contractor is to invoice the City quarterly at a rate not to exceed $2,875.00 per quarter, unless revised in writing by both parties.
SECTION IV COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

PARA #401. STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal, state, county, city laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the City for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits.

PARA #402. ENTIRE UNDERSTANDING:

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V:

PARA #501 CONTRACT ANNEX INCLUSION:

This contract includes annexes as listed below, which are hereto attached:

Annex A  SAVE Affidavit
Annex B  E-Verify Affidavit
SIGNATURES TO CONTRACT BETWEEN THE CITY OF EATONTON

AND

The Eatonton-Putnam Chamber of Commerce

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

The contractor certifies by signature hereon that the named corporation is registered with the Georgia Secretary of State to do business in the State of Georgia and that all required reports have been filed with that office, so as to ensure that the corporation is in good standing with the Georgia Secretary of State.

**CONTRACTOR EXECUTION**

By: ____________________________

As Chairperson of
The Eatonton-Putnam Chamber of Commerce

______________________________
Date signed by Contractor

Attest

______________________________
Attest: Sarah Abrams, City Clerk

Seal

For the City of Eatonton:

______________________________
Walter C. Rocker, Jr., Mayor

______________________________
Date signed by the City
ANNEX B
E-VERIFY Affidavit
RESOLUTION

A RESOLUTION by the Board of Council of the City of Eatonton, Georgia, to approve a temporary alcoholic beverage pouring license for the Eatonton-Putnam Chamber of Commerce and for other purposes.

WHEREAS, the Eatonton-Putnam Chamber of Commerce wishes to offer for sale alcoholic beverages on October 3, 2016, during the event locally known as the Taste of Eatonton at the Plaza Arts Center with the proceeds of such sales going to further the purposes of the organization; and

WHEREAS, the Eatonton-Putnam Chamber of Commerce has met the prescribed conditions in a timely manner and has paid the requisite fee for such temporary pouring license; and

WHEREAS, the City of Eatonton wishes to support the activities of the Eatonton-Putnam Chamber of Commerce.

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

WITH THE CONDITIONS BEING MET AND THE FEES BEING PAID, THE EATONTON-PUTNAM CHAMBER OF COMMERCE IS HEREBY GRANTED A TEMPORARY ALCOHOLIC BEVERAGE POURING LICENSE FOR CONSUMPTION ON THE PREMISES AT ITS FACILITY ON OCTOBER 3, 2016. ALL OTHER CONDITIONS AS TO OPENING AND CLOSING TIMES, AGE LIMITS, AND OTHER NOTICES, PROHIBITIONS, AND REQUIREMENTS SHALL APPLY.

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

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

ATTEST:

______________________________
Clerk, City of Eatonton, Georgia
Special Event Pouring License Application

The undersigned hereby make application to the City of Eatonton for a Special Event Pouring License

Applicant: Eatonton Putnam Chamber of Commerce

Address: 305 N. Madison Ave.

City: Eatonton State: GA ZIP: 31024

Date of Event: October 3, 2016

Address of Event: 305 N. Madison Ave

Eatonton GA 31024

Check#: 6837 Cash

Total Paid: $25.00

Date Paid: 8-11-16

Kathryn Parlor - Authorized Signature

Approved/Disapproved:

Chief of Police

Mayor or City Administrator
AUTHORIZING RESOLUTION

A RESOLUTION authorizing the City of Eatonton, Georgia (hereinafter referred to as "SPONSOR") and the Georgia Department of Transportation (hereinafter referred to as "DEPARTMENT") to contract for funding under the Transportation Equity Act for the 21st Century (hereinafter referred to as "TEA-21").

WHEREAS, the Secretary of the United States Department of Transportation (hereinafter referred to as "US DOT") and the Commissioner of the DEPARTMENT are authorized to contract for Transportation Enhancement Projects; and

WHEREAS, the contract for financial assistance imposes certain duties upon SPONSOR including but not limited to the provision of its local share of the project costs; and

WHEREAS, SPONSOR guarantees that it will comply with Title VI of the Civil Rights Act of 1964, all other pertinent directives and all US DOT requirements; and

WHEREAS, to complete the project, SPONSOR will use Disadvantaged Business Enterprises to the fullest extent possible and will implement and administer procedures to ensure that minority businesses are competitive for contracts and purchase orders when procuring services including but not limited to construction contracts, supplies, equipment contracts or consultant contracts.

NOW, THEREFORE, BE IT RESOLVED BY SPONSOR THAT:

1. The Mayor of the City of Eatonton, Georgia is authorized to execute the contract on behalf of the City of Eatonton, Georgia with the DEPARTMENT for aid in financing construction, and all other activities incidental thereto, of Transportation Enhancement Activity pursuant to Public Law 105-178 (1998); and all other provisions as set forth in the contract with the DEPARTMENT.

2. The Mayor of the City of Eatonton, Georgia is authorized to execute and file an assurance or any other document required by the US DOT and the DEPARTMENT certifying compliance with Title VI of the Civil Rights Act of 1964.

3. The Mayor of the City of Eatonton, Georgia is authorized to furnish any and all additional information that may be required by US DOT or the DEPARTMENT in connection with the application for the Transportation Enhancement Activity project and budget.

4. The Mayor of the City of Eatonton, Georgia is authorized to set forth and execute affirmative disadvantaged business policies in connection with the participation goal established by the Georgia Department of Transportation.
CERTIFICATION

The undersigned duly qualified and acting as Mayor of the City of Eatonton, Georgia certifies the following:

The City of Eatonton, Georgia has contributed to date the sum of $_________ towards preliminary engineering for this project.

The City of Eatonton, Georgia has identified sufficient resources to complete the Scope of Work for this project and make all payments not covered by the federal Transportation Enhancement Activity funding contribution.

The foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Council of the City of Eatonton, Georgia held on September 6, 2016.

<< SEAL >>

________________________________________
Signature of Recording Officer

________________________________________
Title of Recording Officer

________________________________________
Date
RESOLUTION

A RESOLUTION by the Board of Council of the City of Eatonton, Georgia to authorize the Mayor to execute a Right-of-Way Mowing and Maintenance Agreement with the Georgia Department of Transportation for other purposes.

WHEREAS, the City of Eatonton, Georgia, is the recipient of a Transportation Enhancement (TE) Grant offered through the Department of Transportation to improve the streetscape, lighting, landscape, and sidewalks in Eatonton, Georgia; and

WHEREAS, the TE project construction plans and bid documents have been reviewed and accepted by the Department of Transportation; and

WHEREAS, prior to releasing the project for advertising and bidding, the execution of a Right-of-Way Mowing and Maintenance agreement is required; and

WHEREAS, the City of Eatonton desires to fulfill all requirements associated with TE project guidelines in a timely manner.

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

THE MAYOR OF THE CITY OF EATONTON IS HEREBY AUTHORIZED TO EXECUTE A RIGHT-OF-WAY MOWING AND MAINTENANCE AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND TO SIGN FUTURE CONTRACTS AND SUCH SUPPORTING AND COLLATERAL MATERIAL AS SHALL BE NECESSARY FOR THE PROPER REVISION AND ADMINISTRATION OF THE TRANSPORTATION ENHANCEMENT GRANT AS MAY BE REQUIRED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION.

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

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

ATTEST:

Clerk, City of Eatonton, Georgia
RIGHT OF WAY MOWING AND MAINTENANCE AGREEMENT

This AGREEMENT made and entered into this __ day of ____________, 20__ by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as “DEPARTMENT” or “LICENSOR,” and the City of Eatonton, hereinafter referred to as “LICENSEE.”

WHEREAS, the DEPARTMENT desires to enter into an AGREEMENT to perform certain services relating to mowing and maintenance within DEPARTMENT’s right of way, hereinafter called the “PROJECT,” and

WHEREAS, the LICENSEE has represented to the DEPARTMENT that, if such permission is granted to the LICENSEE, the LICENSEE shall bear all costs and liability associated with the PROJECT; and

WHEREAS, the LICENSEE has represented to the DEPARTMENT that they are qualified and experienced to provide such services and the DEPARTMENT has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The DEPARTMENT shall permit the LICENSEE to perform or cause to be performed, the PROJECT consisting of certain services related to maintaining an identified section of the DEPARTMENT’s rights of way.

This permission shall be granted by the means of this AGREEMENT for the entire scope of the PROJECT, as set forth herein.
The maintenance duties and responsibilities of the LICENSEE are defined and set forth in Article XI – MAINTENANCE WORK PLAN of this AGREEMENT for a DEPARTMENT-approved construction PROJECT. The required construction PROJECT final working drawings are to be approved or issued by the DEPARTMENT.

Should the LICENSEE desire that these maintenance services be performed by a third party, LICENSEE and the third party shall enter into subsequent AGREEMENT, whereby the LICENSEE shall assume all responsibility of payment to the third party for those services to be rendered as set forth in Article XI - MAINTENANCE WORK PLAN. The AGREEMENT between LICENSEE and any third parties to this AGREEMENT, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the DEPARTMENT, and all liability associated with the PROJECT shall be borne by LICENSEE and any third parties, as set forth in Article VIII, herein.

ARTICLE II
EXECUTION OF CONTRACT AND AUTHORIZATION
TIME OF PERFORMANCE

Time is of the essence in this AGREEMENT. The LICENSEE shall execute this AGREEMENT and return it to the DEPARTMENT within thirty (30) days after receipt of contract forms from the DEPARTMENT.

The LICENSEE shall begin work on the PROJECT under this AGREEMENT immediately after receiving a signed and executed copy of the AGREEMENT (unless noted otherwise in Exhibit A or upon PROJECT construction completion).

Subject to the terms and conditions set forth in this AGREEMENT, and upon execution of this AGREEMENT, the DEPARTMENT grants the right to the LICENSEE to mow, edge, and maintain, as set forth in Article XI - MAINTENANCE WORK PLAN, that specific section of right of way identified in this AGREEMENT, and herein defined as the PROJECT.
The duration of this AGREEMENT shall be for fifty (50) years from the date above first written unless terminated sooner by the DEPARTMENT or LICENSEE.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this AGREEMENT, any party materially alters the scope, character or complexity of the services from those required under the AGREEMENT, a Supplemental Agreement shall be executed between the parties. It is understood, however, that LICENSEE shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to LICENSEE by the DEPARTMENT. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV
ASSIGNMENT

It is understood by the LICENSEE that the work is considered personal and, except as provided for in Article I, LICENSEE agrees not to assign, sublet or transfer any or all of their interest in this AGREEMENT without prior written approval of the DEPARTMENT.

ARTICLE V
CONTRACT DISPUTES

This AGREEMENT shall be deemed to have been executed in Fulton County, Georgia and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.
ARTICLE VI
INSURANCE

Prior to beginning work, the LICENSEE shall obtain and certify to the DEPARTMENT that it has the following minimum amounts of insurance coverage:

(a) Workmen’s Compensation Insurance in accordance with the laws of the State of Georgia.
(b) Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence, or proof of self-insurance.
(c) Property Damage Insurance in an amount of not less than fifty thousand dollars ($50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars ($100,000), or proof of self-insurance.
(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.
(e) Insurance shall be maintained in full force and effect during the life of the PROJECT.

The LICENSEE shall furnish upon request to the DEPARTMENT, certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the DEPARTMENT. Failure by the LICENSEE to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this AGREEMENT and forfeiture of the Performance and Payment Bonds. The LICENSEE shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the DEPARTMENT.

ARTICLE VII
COMPENSATION
It is agreed that LICENSEE shall conduct all work at no cost to the DEPARTMENT, and without compensation from the DEPARTMENT. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between LICENSEE and any successors, subcontractors, or assigns thereto.

The DEPARTMENT and LICENSEE further agree that, should the DEPARTMENT be required to conduct any inspections and/or supervision of the PROJECT beyond that which would normally occur in the ordinary course of the DEPARTMENT’s maintenance activities, LICENSEE shall reimburse the DEPARTMENT for such inspection and supervision. The rate of reimbursement for the DEPARTMENT’s inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should LICENSEE and the DEPARTMENT desire to change this AGREEMENT at a later date to provide for compensation to LICENSEE, or any successors or assigns thereto, such change shall only be permitted by a Supplemental Agreement as set forth in Article III herein. Any Supplemental Agreements involving compensation shall be subject to the DEPARTMENT review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the DEPARTMENT, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to LICENSEE under this AGREEMENT. LICENSEE further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the LICENSEE within the right of way, and for any damage to the DEPARTMENT’s signs, structures, or roadway fixtures, if LICENSEE causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.
The LICENSEE shall be responsible to perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, Tennessee Valley Authority and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency approvals. The LICENSEE shall provide all mitigation required for the project, including but not limited to permit related mitigation. All mitigation costs are considered Preliminary Engineering costs. PROJECT permits and non-construction related mitigation shall be coordinated with the DEPARTMENT.

It is further understood and agreed that LICENSEE, or any successor or assigns thereto, in the conduct of any work involved in the PROJECT, shall not be considered the agent of the DEPARTMENT or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The DEPARTMENT may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, LICENSEE shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the DEPARTMENT shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. LICENSEE shall have the right to terminate this contract at any time, provided that such termination is first approved by the DEPARTMENT, and that the DEPARTMENT is reimbursed in full for all services rendered pursuant to Article VII.

The DEPARTMENT and LICENSEE further agree that, should the DEPARTMENT allow the LICENSEE to terminate the AGREEMENT, the termination, unless determined otherwise in writing by the DEPARTMENT, shall be contingent upon the following:

A. The LICENSEE removing as determined by the DEPARTMENT the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the LICENSEE at no cost to the DEPARTMENT.
B. The LICENSEE restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the DEPARTMENT.

C. The LICENSEE restoring the removed non-standard and decorative elements with standard DEPARTMENT elements that meet federal and state requirements.

D. The LICENSEE reimbursing the DEPARTMENT in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the LICENSEE.

The DEPARTMENT and the LICENSEE agree that, should the LICENSEE fail to perform the maintenance, as set forth in Article XI - MAINTENANCE WORK PLAN, the DEPARTMENT may require the LICENSEE to remove, restore, and reimburse according to items “A,” “B,” “C,” and “D” above, as applicable, and then terminate the AGREEMENT.

**ARTICLE X**

**COMPLIANCE WITH APPLICABLE LAW**

The undersigned certify that:

A. This AGREEMENT is subject to applicable state and federal laws, standards, and rules and regulations.

B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
ARTICLE XI

MAINTENANCE WORK PLAN

for

PI 0011702 Putnam County, SR 24 from SR 16 to N of East Harris St/Willie Bailey St

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

Watering

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

Seasonal Color (Annuals and Herbaceous Perennials and Roses)

- Install and maintain plant material at a height that does not interfere with clear sight lines for both pedestrians and vehicular traffic according to the Department’s sight distance criteria
- Maintain bare areas in seasonal beds with a minimum 3 inch cover of mulch
- Cut back perennials each year after they are spent to keep the beds free of vegetative debris
- Maintain any rose shrubs at a height that will not obstruct existing directional signs or driver sight lines.
- Monitor shrub roses for Rose Rosette Virus. Remove roses that exhibit symptoms and consider removing all rose plantings in a bed where RRV is observed.

Pruning

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards

Plant Replacement

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE
- Replacement plant material must be according to Policy 6755-9 – Policy for Landscaping and Enhancements on GDOT Right of Way and GDOT Specification Section 702.

Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds.
- Any herbicides used shall be approved by the City of Eatonton and the Georgia Department of Transportation.
Applications of herbicide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.

All Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.

When herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.

Post warning signs for herbicide use as required by state code.

**Pest Control**

- Pest management shall be addressed by Integrated Pest Management (IPM) techniques.
- Any pesticides used shall be approved by the City of Eatonton and the Georgia Department of Transportation.
- Applications of pesticide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Pesticide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides are being applied the person applying shall have in their possession all labeling associated with the pesticide and their license/certification.
- Post warning signs for pesticide use as required by state code.

**Mowing and trimming of grass**

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

**Mulching**

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" depth
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes

**Litter**

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits

**Installed Sidewalks**

- Maintain and repair sidewalks according to the Americans With Disabilities Act (ADA)

**NOTE:**

All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.
IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

<table>
<thead>
<tr>
<th>DEPARTMENT OF TRANSPORTATION</th>
<th>CITY OF EATONTON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner (SEAL)</td>
<td>Mayor (SEAL)</td>
</tr>
</tbody>
</table>

ATTEST:

Witness

Signed, Sealed & Delivered

This ___ Day of ____________, 20__,
in the presence of:

NOTARY PUBLIC

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

Federal Employer Tax No.
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<table>
<thead>
<tr>
<th>Contractor's Name:</th>
<th>City of Eatonton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation/Contract No./ Call No. or Project Description:</td>
<td>PI 0011702, Putnam County, SR 24 from SR 16 to N of East Harris St/Willie Bailey St</td>
</tr>
</tbody>
</table>

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (EEV / E-Verify User Identification Number)  
Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)  
Title (of Authorized Officer or Agent or Contractor)

Signature (of Authorized Officer or Agent)  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

______ DAY OF __________________, 20____

Notary Public

My Commission Expires: __________________________

Rev. 11/01/15
PI 0011702, Putnam County
Rev 2.29.16
NOTICE OF APPLICATION FOR LICENSE TO SELL BEER AND WINE IN THE CITY OF EATONTON

Notice is hereby given that George and Gennie Walker d/b/a Zippys 2 LLC has applied to the City of Eatonton for a license to sell beer and wine at its location, 105 A Gray Road, Eatonton, Georgia 31024. Business was previously operated by Kiran P. Patel d/b/a H & M Food Shop#2.

Said application will be approved subjected to a confirmation hearing at the first regular meeting of the City Council on September 6, 2016 at 7:00 p.m. at the Putnam County Commissioner’s Meeting Room #203, 117 Putnam Drive, Eatonton, GA 31024

This 10th day of August 2016

Sarah E. Abrams, City Clerk
City of Eatonton

Run dates: August 18, 2016
August 25, 2016
CITY OF EATONTON  
P. O. BOX 3820  
EATONTON, GA 31024

APPLICATION FOR BUSINESS OR PROFESSIONAL OCCUPATIONAL CERTIFICATE

FOR THE YEAR 2014

FOR OFFICE USE ONLY

Account No. 2618

FOR NEW BUSINESS, OR TO CORRECT HEADING ABOVE, BEGIN WITH ITEM NO. 1.

George and Gennie Walker dba Zippy's 2 LLC

1. NAME OF BUSINESS

George Walker, Gennie Walker

2. NAME OF PARTNERS OR OFFICERS OF FIRM

5655 Steevehaven Ln Cumming, GA 30028

3. MAILING ADDRESS

105 Gray Rd Eatonton, GA 864-7043952

4. BUSINESS LOCATION PHONE NO.

NAME OF PREVIOUS OWNER, IF OWNERSHIP HAS CHANGED

5. RATE:

NAME OF ORIGINAL OWNER

6.

CONTRACTOR'S PROFESSIONAL CARD NUMBER

7. 20 24 690 2975

SALES TAX I.D. NUMBER

8.

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)  
(Signature of Applicant)  

Date: 7-18-16