City of Eatonton
Council Meeting Agenda
November 20, 2017
Putnam County Commissioners’ Meeting Room, #203
117 Putnam Drive
Eatonton, Georgia 31024
(706) 485-3311

1. 7:00 PM Call to Order
2. Invocation: Mayor Pro-Tem Harvey (Chip) Walker, Jr.
3. Approval of Minutes: Attachment #1
4. Public Comments:
   Reading of Rules for Public Comments

5. Old Business:
   A. 

6. New Business:
   A. Discussion and Possible Action on LED Roadway Lights Authorization
      Attachment #6A
   B. Proposed Resolution to Appoint Members to the Eatonton Housing Authority
      Attachment #6B
   C. Proposed Resolution to Authorize the Mayor to Sign a Probation Services
      Agreement Attachment #6C
   D. Proposed Resolution to Authorize the Disposal of Surplus Property
      Attachment #6D
   E. Historic Preservation – Request by John Holmes for a Certificate of
      Appropriateness at 304 Wayne Street Attachment #6E
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:

10. Motion to Adjourn:
City of Eatonton Council Meeting
Monday, November 6, 2017 at 7:00 PM
City Hall
201 North Jefferson Avenue
Eatonton, Georgia 31024

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

Elected Officials Absent:
   Councilman James A. Gorley

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

Mayor Walter C. Rocker, Jr. called the November 6, 2017 Council meeting to order at 7:00 PM.

Invocation was given by Councilman Charles R. Haley.

Motion was made by Haley and seconded by Butts to approve the minutes from October 16, 2017. Motion carried by a vote 5-0. Councilwoman Teresa Doster was not present when Council voted on the minutes.

Public Comments: Steve Hersey-Unification
Motion was made by Walker and seconded by Mangum to hear public comments from Steve Hersey. Motion carried by a unanimous vote of 5-0.

Reading of the Rules for Public Comments: Omitted

Mr. Steve Hersey talked to Council about unification /consolidating the City of Eatonton and Putnam County Governments. Mr. Hersey advised holding a meeting with Ted Baggett with the Carl Vinson Institute of Government to learn about the services CVIOG can provide related to conducting a consolidation study. CVIOG can identify those areas that present an opportunity for consolidation and those areas that present challenges to consolidation. Mr. Hersey advised the County Commission approved moving forward with the study and asked Council to consider putting the study on the next agenda. Consolidation must be jointly approved by the voters of the City and the County. The cost of the study is $28,000.

Councilman Walker asked Mr. Hersey if he could give an example of any government the size of our government that has consolidated. Mr. Hersey could not provide an example.

Councilman Mangum thanked Mr. Hersey for his effort and work he put into this.

Old Business:

Discussion and Possible Action on Zoning Services Agreement Attachment#5A
City Administrator Sanders addressed this item by referring back to a proposed agreement approved by Council on October 3, 2017 for the sharing of costs for administering and enforcement of zoning ordinances, building code, and building inspections the City of Eatonton for $300.00 per month. At a subsequent meeting, the County proposed a counter offer of $1,000.00 per month for such services. Mr. Sanders advised that Council may take action on this item now or defer action until the matter can be taken up as part of the service delivery negotiations.

Motion was made by Doster and seconded by Stokes to delay taking action on the Zoning Services Agreement. Motion carried by unanimous vote of 6-0.

Main Street Report

A 501-c-3 Non-Profit Corp. Designated by the Georgia Dept. of Community Affairs for the City & County

Main Street Report for City Council Meeting Monday November 4, 2017 - October 4 Recap

Organization

Eatonton Main Street is still looking for applicants to the board. A working board is required by the Department of Community Affairs, as part of the annual assessment to maintain Main Street designation.

The Christmas decorations committee have raised thousands of dollars in donations for decorating light poles. The County has provided $4000 for the decoration of the Courthouse.

Promotion
The Movie on the Courthouse Lawn, the harry potter mini camp, STEM education, and costume contest was a great success. Approximately 200 attended the event. Thanks to phantom facepainted, Georgia College Science Education Dept., The Eatonton Lions Club, putnam county high school entertainment technology dept., Scoops of Madison and the peoples bank for the prizes for the costume contest.

Design
There is one facade grant pending for the Facade Grant program.

Economic Vitality
Downtown Eatonton continues to attract interest in bringing merchants into the Downtown. However, buildings like Moore LP Gas (107 N. Jefferson Avenue), China Chef (104 N. Jefferson Avenue) Communicomm/Charter Building (104 E. Marion St) and 112 W. Marion Street prevent a vibrant Downtown from putting down roots and taking hold and are off-putting for new businesses due to the buildings not being compliant with building codes/planning and zoning regulations. (Sec. 14-31. Adoption by Reference. Georgia Uniform Codes Act, O.C.G.A. § 8-2-25, 14-68. - Complaint in rem in municipal court; procedure; lien; appeal and Sec. 75-343 District Requirements (e))

112 W. Marion Street is being used as a storage facility by the building owner which is incompatible with the zoning code. Sec. 75-342. - Uses allowed. The building housing the former Cucos Restaurant is still undergoing renovations. The Plex Theater which holds The Country Kitchen had its marquee badly damaged by heavy rain. The rear of the restaurant is open to the elements. Both the rear and marquee have still not been repaired.

Southern Unique had its ribbon cutting on Friday October 27. The Mayor attended.

I have no information on the opening dates of either the Music Store or The Frisk pub.

Two buildings were purchased one in June 2016 and one in October 2016. The old Yarbrough Flowers building, and the old Trent Brown law office building. I have been given opening dates of towards the end of 2017, but again nothing firm as to what businesses are going to open.

Summary
The Briar patch Festival promotional video will be shown at the first City Council meeting in December.

The entertainment for Christmas in the Briar Patch is as follows ... 

12:00 - Opening of Christmas in the Briar Patch. 12:05 - Kaitlyn Parham. 1:00 - Eatonton Harmonettes. 2:00 - Amy Rae. 3:00 - The New Silveraires. 4:00 - Franklin Washington. 5:00 - Christmas in the Avenue Choir.

Cadence Fox is the Grand Marshall for the 2017 Light Up the Night Christmas parade. I am also looking at entertainment during the parade as well as floats. I am continuing to recruit vendors for the Festival, but I am looking for parade entrants.

The Holiday Decorating Contest has been advertised on Facebook and an insert was in the utility bill. I contacted the Messenger to see if they would run the contest as a story to encourage involvement.

Eatonton-Putnam County Senior Services Program Report
Ms. Latosha Maddox, Director of the Senior Services Program gave an update on the program. Director Maddox advised the program is open to citizens 60 years of age and over. The center is
open five days a week. The program provides meals, exercise, dance, games and outing for the seniors.

Maddox asked Council for funding to provide some needed exercise equipment and signage for the program and some additional help.

Councilman Haley asked if there are funds available to help with the exercise equipment. Also, he recommended checking yard sales in the Lake Oconee area, because sometimes they will have exercise equipment at a reasonable price.

Proposed Resolution to Adopt the Pre-Disaster Hazard Mitigation Plan 2017 Update
Attachment #6C

City Administrator Sanders advised the Pre-Disaster Hazard Mitigation Plan is updated every 5 years. The City was well represented at the update meetings held over the course of several months by Mayor Rocker, Mr. Sanders, and other City personnel. The Federal Emergency Management Agency has completed its review of Putnam County Multi-Jurisdiction Hazard Mitigation Plan for compliance. It has been determined that the plan is compliant with Federal standards. The next step is for the City to consider passing a resolution adopting the plan update.

Motion was made by Doster and seconded by Haley to approve the Resolution adopting the Putnam County and City of Eatonton Pre-Disaster Hazard Mitigation Plan 2017 Update, and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 6-0.

Proposed Resolution Urging the Georgia General Assembly to Oppose De-Annexation Legislation Attachment #6D

City Administrator Sanders advised this request is from the City of Stockbridge. It was addressed to Mayor and Councilmembers of all Georgia Municipalities. They are asking Cities to adopt a resolution in support of Georgia Municipal Association Legislative Policy regarding De-Annexation Legislation to create new municipalities. Municipalities should not be de-annexed to create new municipalities unless consented to by the governing body of the existing municipality or by the voters of the existing municipality.

Motion was made by Haley and seconded by Doster to approved the Resolution by the Council of the City of Eatonton, Georgia urging the Georgia General Assembly to oppose de-annexation legislation to create new municipal, and authorize Mayor Rocker and Councilmembers to sign. Motion carried by a unanimous vote of 6-0.

Proposed Resolution to Add Membership in a Fund of Georgia Interlocal Risk Management Agency (Firefighter Cancer Policy) Attachment #6E
City Administrator Sanders advised whereas House Bill 146 (2017) requires the governing authority to provide and maintain sufficient insurance coverage on each member of the fire department to pay claims for injuries sustained and for cancer coverage insurance. GMA - GIRMA Firefighters’ Cancer Benefit Program Proposal for coverage through Hartford Life and Accident Insurance Co. The premium is $2,140.00 per year.

Motion was made by Walker and seconded by Butts to approve the Resolution to add membership in a fund of Georgia Interlocal Risk Management Agency (GIRMA) and authorize Mayor Rocker to sign. Motion carried by a unanimous vote 6-0.

**Proposed Resolution to Amend Chapter 14 (Buildings and Building Regulations) of the Code of Ordinances Attachment #6F**

Councilwoman Doster advised the Ordinance Committee met last week to review this amendment to Buildings and Building regulations ordinance.

City Attorney Huskins advised this is an example of the ordinance adopted by Albany, GA. This ordinance is designed to deter blighted property in the City of Eatonton. Property which has been officially designated as blighted shall be subject to an increased rate of City ad valorem taxation equivalent to seven times the normal millage rate applied to the property.

Councilman Bill Mangum advised Council that he could not support this ordinance.

City Attorney Huskins asked that the ordinance be amended by adding the word Superior Court.

Motion was made by Doster and seconded by Haley to amend the proposed Ordinance by adding Superior Court to the Ordinance. Motion carried by vote of 5-1. Councilman Mangum opposed.

Motion was made by Doster and seconded by Haley to adopt the proposed Resolution Amending Chapter 14 (Buildings and Building Regulations) of the Code of Ordinances by adding Article IV Blighted Property. Motion carried by a vote of 5-1. Councilman Bill Mangum opposed.

**Zoning: None**

**Committee Reports**

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

Councilwoman Stokes asked Council to keep the Waller and Crawford families in their prayers.

**City Administrator Gary Sanders advised:**

1. He and Mr. Butts meet with Georgia Power on Wednesday to learn details about the possibility of the City converting to LED street lights.
2. Election Day is tomorrow, Tuesday, November 7. Polls will be open from 7:00 AM to 7:00 PM. Please also remember the County's Special Election on the Putnam County TSPLOST. City voters will need to visit their City and County polling places to participate in both elections. We had 158 Advance Voters and 29 absentee ballots cast through Friday, November 3.

3. City Hall will be closed for normal business on Friday, November 10 in observance of Veterans Day. City Hall will be open, however, for municipal provisional voters who need to provide photo ID.

4. The Middle Georgia Regional Commission Council meeting is Thursday, November 9 at 6:00 PM. It is time for appointments to the Council; the Mayor has served as the City's voting member and I have served as the non-voting associate member. Unless there are objections, I will submit our names to serve another year and ask Council to ratify the action at the next meeting.

5. The pre-construction meeting for the CDBG project on Church Street is tentatively set for Tuesday, November 14. (Sellers Contracting Services, LLC)

6. Christmas Eve and Christmas Day are Sunday and Monday this year. We are planning to close City Hall on Monday and Tuesday in observance of these holidays.

Mayor Rocker asked if there was any more business to be discussed before we adjourn. Being no further business; motion was made by Walker and seconded by Haley to adjourn. Motion carried by a unanimous vote of 6-0.

__________________________________________
Walter C. Rocker, Jr., Mayor

ATTEST:

__________________________________________
Sarah E. Abrams, City Clerk
Governmental Regulated LED Roadway Lights Authorization

Customer Legal Name: Eatonton City of  
DBA: N/A
Service Address: Roadway Lighting  
County: Putnam
Mailing Address: PO Box 3620 Eatonton Ga 31024
Email: N/A  
Tel #:  
Alt Tel:  

Tax ID Same: Yes ☑  
If Yes, the current Account Number:  
Business Description: City/County  
Government:  
Note: LED Roadway lights must be set up on a separate account

Equipment (excludes any applicable sales taxes)

<table>
<thead>
<tr>
<th>Action</th>
<th>Qty.</th>
<th>Lumens</th>
<th>M (TOU) / UM</th>
<th>Type</th>
<th>Description</th>
<th>Estimated Monthly Regulated Charge</th>
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</thead>
<tbody>
<tr>
<td>(1) REM</td>
<td>405</td>
<td>UM</td>
<td>HPS</td>
<td>100 Watt Cobra Head Fixture @ $10.30</td>
<td>-$4,171.50</td>
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<td>(2) REM</td>
<td>44</td>
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<td>HPS</td>
<td>150 Watt Cobra Head Fixture @ $13.16</td>
<td>-$579.04</td>
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<td>33</td>
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<td>HPS</td>
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<td>MV</td>
<td>175 Watt Mercury Vapor Fixtures @ $12.65</td>
<td>-$36.15</td>
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Install (INS)  
Removal (REM)  
Roadway (RW)  
Material Type of Use  
Wall Pack (WP)  

Estimated Total: -$5,494.24

Project Notes:

00032-98508

1 of 3 Documents

The estimated monthly regulated charge is based on Georgia Public Service Commission (PSC) approved tariffs in place at the signing of this document. Customer understands that actual usage and future PSC approved tariff changes could change the estimated total. Customer agrees billing is based upon the number of lights attached to the service point(s).

Customer Authorized Signature:  
Date:  

Georgia Power Company:  
Date:  
Print Name: Jerry Cook  
Print Title:  
Print Name:  
Print Title:  
Print Name:  
Print Title:  

GPC Internal Use Only

DWE:  
R  LED  Repl  PPID#  
DWE:  
R  LED  Repl  Rev Class: Street & Hwy ☐ Other ☐  
DWE:  
R  LED  Repl  Region  
DWE:  
R  LED  Repl  Construction: Existing ☐ Other ☐  
DWE:  
R  LED  Repl  

If an existing customer, list account number if it is not shown above.
Governmental Regulated LED Roadway Lights Authorization

Customer Legal Name: Eatonton City of

Service Address: Roadway Lighting

Mailing Address: P.O. Box 3820 Eatonton Ga 31024

Email: N/A

Tax ID Number: Yes [X] No [ ]

Existing Customer: Yes [X] No [ ]

Business Description: City/County Government

Account Number: 

Note: LED Roadway lights must be set up on a separate account

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### Equipment (excludes any applicable sales taxes)

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<th>Qty.</th>
<th>Lumens</th>
<th>M (TOU) / UM</th>
<th>Type</th>
<th>Description</th>
<th>Estimated Monthly Regulated Charge</th>
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<tbody>
<tr>
<td>(1) REM</td>
<td>1</td>
<td>UM</td>
<td>HPS</td>
<td>100 Watt Post Top Fixtures @ $11.32</td>
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<td>(2) REM</td>
<td>237</td>
<td>UM</td>
<td>HPS</td>
<td>150 Watt Post Top Fixtures @ $16.36</td>
<td>-$3,877.32</td>
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Install (INS) Removal (REM) (M/TOU) - Meters Time of Use (UM) - Unmetered Roadway (RW) Post Top (PT) Wall Pack (WP)

Estimated Total: -$3,888.64

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Project Notes:

00032-96508

2 of 4 Documents

The estimated monthly regulated charge is based on Georgia Public Service Commission (PSC) approved tariffs in place at the signing of this document. Customer understands that actual usage and future PSC approved tariff changes could change the estimated total. Customer agrees billing is based upon the number of lights attached to the service point(s).

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Customer Authorized Signature: __________________________

Date: __________________________

Georgia Power Company: Jerry Cock

Date: __________________________

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Print Name: __________________________

Print Title: __________________________

Print Name: __________________________

Print Title: __________________________

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GPC Internal Use Only

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<th>HDR/LED</th>
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<td>Repl</td>
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<td>Region</td>
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<td>LED</td>
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<td>Construction: Existing [ ] Other [ ]</td>
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<td>LED</td>
<td>Repl</td>
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If an existing customer, list account number if it is not shown above:
### Equipment (excludes any applicable sales taxes)

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<th>Action Code</th>
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<th>Type</th>
<th>Description</th>
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<tr>
<td>(1) INS</td>
<td>405</td>
<td>5,000</td>
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<td>8,500</td>
<td>UM</td>
<td>RW</td>
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<td>33</td>
<td>14,000</td>
<td>UM</td>
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<td>LED Roadway Fixture @ $17.76</td>
<td>$586.08</td>
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<td>(4) INS</td>
<td>6</td>
<td>27,000</td>
<td>UM</td>
<td>RW</td>
<td>LED Roadway Fixture @ $24.12</td>
<td>$144.72</td>
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Install (INS) Removal (REM) 
(M) (TOU)/UM - Roadway (RW) 
Metered Time of Use 
(post top (PT)) 
(UM) - 
Unmetered 
(WP) - Wall Pack

**Estimated Total**: $5,690.88

### Project Notes:

00032-96508

3 of 4 Documents

The estimated monthly regulated charge is based on Georgia Public Service Commission (PSC) approved tariffs in place at the signing of this document. Customer understands that actual usage and future PSC approved tariff changes could change the estimated total. Customer agrees billing is based upon the number of lights attached to the service point(s).
# Governmental Regulated LED Roadway Lights Authorization

Customer Legal Name: Eatonton City of  
Service Address: Roadway Lighting  
Mailing Address: P.O. Box 3820 Eatonton Ga 31024  
Email: N/A  
Tel #: N/A  
Tax ID Same: Yes ✗  
Existing Customer: Yes ✗  
Business Description:  
City/County:  
Government:  
Note: LED Roadway lights must be set up on a separate account

## Equipment (excludes any applicable sales taxes)

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<th>Description</th>
<th>Estimated Monthly Regulated Charge</th>
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<td>(1) INS</td>
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<td>4,000</td>
<td>UM</td>
<td>RW</td>
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<td>(2) INS</td>
<td>237</td>
<td>6,000</td>
<td>UM</td>
<td>RW</td>
<td>LED Post Top Fixture @ $16.53</td>
<td>$3,917.61</td>
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Install (INS)  
Removal (REM)  
(M/TOU) - Metered Time of Use  
(RM) - Unmetered  
Roadway (RW)  
Post Top (PT)  
Wall Pack (WP)  
Estimated Total: $3,929.22

## Project Notes:

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4 of 4 Documents  
The estimated monthly regulated charge is based on Georgia Public Service Commission (PSC) approved tariffs in place at the signing of this document. Customer understands that actual usage and future PSC approved tariff changes could change the estimated total. Customer agrees billing is based upon the number of lights attached to the service point(s).

## Customer Authorized Signature

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Date</th>
<th>Georgia Power Company</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Print Title</td>
<td></td>
<td>Print Name</td>
<td>Account Executive</td>
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## GPC Internal Use Only

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<th>HDR/LED</th>
<th>HDR/REPL/INW/D</th>
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<tr>
<td>DWE</td>
<td>R</td>
<td>LED</td>
<td>Repl</td>
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Rev Class: Street & Hwy ☐ Other ☐  
Region ☐  
Construction: Existing ☐ Other ☐  

If an existing customer, list account number if it is not shown above.
LED Roadway Lighting

Benefits

Light-emitting diode (LED) lighting is an exciting new technology that provides many features and benefits to owners and users of roadway lighting systems.

- **Increased energy efficiency and reduced carbon footprint**
- **Durable** – heavy-duty light fixtures with no filaments or electrodes; shock and vibration resistant
- **Long Life** – 50,000+ hours (compared to high-pressure sodium (HPS) at 30,000 hours and metal halide at 15,000 hours)
- **Performance** – no warm-up or restrike time, instant on/off, cold- and heat-tolerant
- **Color Rendering** – warm white light with color rendering index (CRI) of 70+ (versus orange color HPS with low CRI) enhances visibility and color recognition
- **Directional** – delivers light to the roadway and sidewalk area with little or no wasted or stray light (light trespass)
- **Improved uniformity and lighting quality**
  - Uniform distribution of light across target area (roadway)
  - Higher levels of vertical illuminance than conventional light sources
  - Low optical losses of lumens from the light fixture
  - High luminance efficacy (lumens per watt)
  - Precise cutoff of backlight and uplight (light trespass)
- **Improved lumen maintenance** over time versus conventional light sources (loss of lumens with age/hours of use)
- **Contains no mercury, lead, toxic chemicals** or other known disposal hazards; 100 percent recyclable
- **Produces little infrared light** and very low UV emissions
- **Enhanced safety and security** for drivers, pedestrians and residents
- **Enables the use of wireless networked controls**
  - Lighting performance monitoring
  - Proactive maintenance and repair scheduling
  - Energy usage metering
  - Increased energy efficiency opportunities
  - On-demand on/off control and dimming
LED roadway lighting has some significant advantages over traditional roadway lights, including:

- Lower energy consumption
- Enhanced safety and security
- Better light quality
- Smaller carbon footprint
- Significantly longer life span and reduced maintenance requirements
- Improved visibility and color recognition
- Wireless remote control and monitoring – Networked Lighting Controls

Georgia Power customers are now able to upgrade their mercury-vapor and high-pressure sodium roadway lighting to high-efficiency LEDs.

To learn more, contact:
Jerry Cook
LED Roadway Lighting Account Executive
770-621-2415 (office) • 404-863-1418 (cell)
jecook@southernco.com

Before – HPS

After – LED
Q. Why is Georgia Power offering LED roadway lights?

A. Georgia Power has been offering LED outdoor area lighting as part of its product offering to customers since January 2012. Governmental customers began asking about LED for roadway applications approximately three years ago. Until 2015, the initial cost of the fixtures made it prohibitive to offer LED roadway alternatives to our customers. Technology improvements, coupled with market acceptance, resulted in lower pricing for LED roadway fixtures. Therefore, the economics are such that we can offer LED roadway fixtures at a comparable rate to what our customers currently pay for roadway lighting.

Q. What is the difference between the Outdoor Lighting Service Governmental schedule: OLG and the new Public Service Commission (PSC)-approved Roadway Lighting Governmental schedule: RLG?

A. The Outdoor Lighting Service Governmental schedule: OLG and the new PSC-approved Roadway Lighting Governmental schedule: RLG are both designed for roadway lighting requirements, including streets, alleys, highways, bridges and other public thoroughfares for federal, state or local government customers. They differ in that the OLG schedule is specific to ballast-operated vapor lamp fixtures such as mercury vapor (MV), high pressure sodium (HPS), or metal halide (MH), whereas the RLG schedule is specific to light-emitting diode (LED) fixtures.

Q. Will you change out all the fixtures at one time?

A. Georgia Power began the project with a phased in conversion plan based on availability of competitively priced fixtures that met GPC specifications. Currently the LED Roadway Project is able to replace the various pole mounted fixture types, wattages and lumen outputs as outlined in the RLG Tariff. It is expected that the project will continue through 2020. Conversion to LED is initiated at the governmental customer’s request.

Q. If a governmental customer wants to participate in the LED Roadway project, who do they contact?

A. Governmental customers that desire to be included in the LED Roadway project should contact Jerry Cook, LED Roadway Account Executive. Jerry will provide the customer with a Six-month Disconnect Notification form that must be signed in compliance with Georgia Power’s Outdoor Lighting

continued
Governmental (OLG) tariff. Once the six-month time period has elapsed, the governmental customer will be included in the schedule for conversion. Scheduling will be managed on a first-request basis, taking into account the need to balance the conversions across the state.

To participate, contact:
Jerry Cook, LED Roadway Account Executive
770-621-2415 (office)
404-863-1418 (Cell)
jecook@southernco.com

Q. Once Georgia Power begins, how long will it take to complete the installation?
A. The length of time to complete the conversion will vary depending on the total number of customers on the schedule, quantity of lights to be converted to LED, and resources available (engineering, materials, and contractors).

Q. What are the benefits of LED lighting?
A. There are many benefits to LED roadway lights:
   - Broad spectrum warm white light (the eye sees better!)
   - Improved color rendering
   - Improved small-target visibility
   - Uniformity
   - Cut-off fixtures reduce/eliminate sky glow and light trespass
   - Energy efficient
   - Long life expectancy of fixtures
   - No hazardous materials
   - Designed to work with networked lighting controls

Q. What are Networked Lighting Controls (NLC)?
A. Each LED roadway fixture will have a networked lighting control installed. Features of the networked lighting control include:
   - Turn on at dusk, turn off at dawn
   - Metering of energy consumption
   - Remote monitoring and diagnostics

continued
LED Roadway Lighting

- GPS location
- Fixture data
- Dimming/scheduling

Information about the energy consumption, fixture performance, etc., is captured through the networked lighting control and transmitted to our central management system.

Q. Will changing to the LED roadway lights cost customers more?
A. Customers will not incur any up-front or out-of-pocket costs to have their current roadway lights changed to LED. Their total monthly billing for the LED lighting under the Roadway Lighting Governmental (RLG) rate and the Energy for Outdoor Lighting Service (EOL) rate will be similar to the charges currently billed under the Outdoor Lighting Service Governmental (OLG) rate and EOL rate. The new total monthly billing may vary from current billing depending on the numbers and wattage of the lights being replaced with LED lights. The monthly bill will reflect an increase in the equipment lease and maintenance charge and a decrease in the regulated energy usage charge.

Q. Will the LED Roadway bill format look different?
A. Yes. New accounts will be established for LED roadway lights. There will be some nomenclature changes on the bills reflecting how the new LED lights are described (different from current HID lighting descriptions). Until all conversions are complete for a customer, the customer will receive a bill for the LED roadway lights installed and for the HID lights not yet converted to LED. New LED Roadway lighting accounts can easily be added to existing summary bill accounts.

Q. What happens if these new LED lights go out? Who do I call?
A. One of the benefits of networked lighting controls is remote monitoring and diagnostics. Georgia Power will know if a light is not working properly and, in most cases, have the light repaired before the customer even notices that the light is out. However, in those instances where a customer does need to report a light out, it can be done by one of the following methods:
- Call Customer Service at 1-888-660-5890
- Go to outdoorlighting.georgiapower.com
  Click on "Report a Street Light Outage"
LED Roadway Lighting

Before and After

Before
100 watt-nominal / 126 watt-system • HPS Cobrahead

After
63 watt LED
RESOLUTION

A RESOLUTION by the Board of Council of the City of Eatonton, Georgia to appoint members to the Eatonton Housing Authority and for other purposes.

WHEREAS, the City of Eatonton seeks to provide quality affordable housing in the City; and

WHEREAS, the Eatonton Housing Authority was created to provide such housing; and

WHEREAS, the Eatonton Housing Authority has a Board of Commissioners that serve staggered terms, with three Board appointments expiring on November 30, 2017; and

WHEREAS, such members have indicated their continuing desire and willingness to serve on the Board of the Eatonton Housing Authority and have been recommended for reappointment; and

WHEREAS, such members meet the state mandated qualifications to serve on the Eatonton Housing Authority Board of Commissioners; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia that Ms. Patricia McQuaig is hereby appointed to the Eatonton Housing Authority Board of Commissioners for a term of four years to expire on November 30, 2021.

BE IT FURTHER RESOLVED by the Council of the City of Eatonton, Georgia that Mr. Randy Bowen is hereby appointed to the Eatonton Housing Authority Board of Commissioners for a term of four years to expire on November 30, 2021.

BE IT FURTHER RESOLVED by the Council of the City of Eatonton, Georgia that Mr. William Terry Reid is hereby appointed to the Eatonton Housing Authority Board of Commissioners as the resident member for a term of one year to expire on November 30, 2018.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 20th day of November, 2017.

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

ATTEST:

__________________________
Clerk, City of Eatonton, Georgia
October 10, 2017

Honorable Mayor Walter Rocker
City of Eatonton
P.O. Box 3820
Eatonton, Georgia 31024

RE: Commissioner Appointments

Dear Mayor Rocker:

The following Commissioners with the Housing Authority have a term which will expire November 2017.

    Ms. William Terry Reid- Resident Commissioner
    Ms. Patricia McQuaig
    Mr. Randy Bowen

Mr. Reid is the Resident Commissioner and his appointment should be for one year. Ms. McQuaig and Mr. Bowen’s positions are for a four year appointment. If any additional information or clarification is need, please advise.

Sincerely,

[Signature]
Vonda Gibson
Executive Director
Two members are from the City of Baton Rouge and must reside within the city limits. Each member will be limited to service a maximum of three consecutive terms in the same position. All members appointed to this position shall reside in a unit of the Baton Rouge Housing Authority and will serve a one year term.

Members serve without remuneration. The Authority provides subsistence to the majority of its members.

Interested persons should send a letter of interest by November 20, 2017 to:

Batton Rouge City Bank
11100 Airline Hwy.
Baton Rouge, LA 70810
October 17, 2017

Honorable Mayor Walter Rocker
City of Eatonton
P.O. Box 3820
Eatonton, Georgia 31024

Dear Mayor Rocker,

My name is William Terry Reid and I am a resident of the Eatonton Housing Authority and serve as the Resident Commissioner on the Board.

My current position is expiring. I am very willing and would appreciate the opportunity to continue to serve.

Your consideration of appointing me to this position will be appreciated.

Sincerely,

[Signature]

William Terry Reid

633 Montgomery Homes
Eatonton, Georgia 31024
October 30, 2017

Honorable Mayor Walter Rocker
City of Eatonton
P.O. Box 3820
Eatonton, Georgia 31024

Dear Mayor Rocker,

My name is Patricia McQuaig and I am currently serving on the Housing Authority Board of Commissioners. I have served for 9 years.

My current position is expiring. I am very willing and would appreciate the opportunity to continue my service. There are many important goals the Authority is working on and I would appreciate the opportunity to continue on to see them fulfilled.

Your consideration of appointing me to this position will be appreciated.

Sincerely,

Patricia McQuaig

269 Loch Way
Eatonton, Georgia 31024
October 17, 2017

Honorable Mayor Walter Rocker
City of Eatonton
P.O. Box 3820
Eatonton, Georgia 31024

Dear Mayor Rocker,

My name is Randy Bowen and I am currently serving on the Housing Authority Board of Commissioners.

My current position is expiring. I am very willing and would appreciate the opportunity to continue my service. There are many important goals the Authority is working on and I would appreciate the opportunity to continue on to see them fulfilled.

Your consideration of appointing me to this position will be appreciated.

Sincerely,

Randy Bowen

256 Loch Way
Eatonton, Georgia 31024
October 17, 2017

Honorable Mayor Walter Rocker
City of Eatonton
P.O. Box 3820
Eatonton, Georgia 31024

RE: Commissioner Appointments

Dear Mayor Rocker:

In regards to the commissioner appointment which expires November 2017; we recommend Mr. Randy Bowen for this position.

He is currently serving in this capacity and is willing to continue service. This position is for a four year term. He has done an excellent job in this position and we value his leadership. His letter of interest/willingness is enclosed.

If any additional information or clarification is need, please advise.

Sincerely,

Vonda Gibson
Executive Director
October 17, 2017

Honorable Mayor Walter Rocker
City of Eatonton
P.O. Box 3820
Eatonton, Georgia 31024

RE: Commissioner Appointments

Dear Mayor Rocker:

In regards to the resident commissioner appointment which expires November 2017; we recommend Mr. William Terry Reid for this position.

He is currently serving in this capacity and is willing to continue service. This position is for a one year term. He has done an excellent job in this position. His letter of interest/willingness is enclosed.

If any additional information or clarification is need, please advise.

Sincerely,

Vonda Gibson
Executive Director
October 30, 2017

Honorable Mayor Walter Rocker
City of Eatonton
P.O. Box 3820
Eatonton, Georgia 31024

RE: Commissioner Appointments

Dear Mayor Rocker:

In regards to the commissioner appointment which expires November 2017; we recommend Ms. Patricia McQuaig for this position.

She is currently serving in this capacity and she is willing to continue service. This position is for a four year term. She has done an excellent job in this position and we value her participation. She has served for nine years. Her letter of interest/willingness is enclosed.

If any additional information or clarification is need, please advise.

Sincerely,

Vonda Gibson
Executive Director
RESOLUTION

A Resolution by the City Council of the City of Eatonton, Georgia, to authorize the Mayor to sign a probation services agreement with Judicial Alternatives of Georgia, Inc. and for other purposes.

WHEREAS, the Municipal Court of Eatonton, Georgia has utilized Judicial Alternatives of Georgia, Inc. to provide certain probation services in the City of Eatonton; and

WHEREAS, Judicial Alternatives of Georgia, Inc. is qualified and experienced in providing comprehensive professional services regarding probation supervision, fine collections, counseling, and other probation services for persons convicted of certain misdemeanors; and

WHEREAS, Judicial Alternatives of Georgia, Inc. is willing to continue to provide such services to the Court in compliance with Georgia law, and in compliance with all standards and qualification of the County and Municipal Probation Advisory Council; and

WHEREAS, the City wishes to and is required to provide such services.

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 THE PROBATION SERVICES AGREEMENT WITH JUDICIAL ALTERNATIVES OF GEORGIA, INC. TO BE EFFECTIVE DECEMBER 1, 2017.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 20th day of November, 2017.

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

ATTEST:

______________________________
Clerk, City of Eatonton, Georgia
This Agreement is made by and between Judicial Alternatives of Georgia, Inc., a corporation, organized under the laws of the State of Georgia, with its principal place of business at 211 North Franklin Street, Dublin, Georgia hereinafter called “Contractor” and the Eatonton Municipal Court, Georgia hereinafter called “Court”. This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.
3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU.

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her
designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.
(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of all employees and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 100 probationers per probation officer for intensive supervision. Probation Officers shall make 1 office contact per month. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a quarterly report summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the 10th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".
D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular DUI Alcohol or a Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.
F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) Indigent Offenders: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) Pay-Only Cases: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.
(c) **Consecutive sentences:** When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.
7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of $40.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of $50.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor’s satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.
I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars ($250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested.

K. Notice of Court Sessions

The Court shall provide Contractor two (2) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on December 1, 2017 and shall continue until November 30, 2022 and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.
INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Upon registration application to operate a private probation entity must include written evidence of general liability insurance coverage of at least $1 million. This insurance must be maintained at all times while providing services.

O. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with Judicial Alternatives of Georgia, Inc, for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the Eatonton Municipal Court. Contractor shall indemnify and hold harmless the Court and the city of Eatonton, Putnam County, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney’s fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by Judicial Alternatives of Georgia, Inc, or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item VI or notify the Contractor in writing as to the exact nature of such deficiency. Within sixty (60) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority’s satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.
S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of Eatonton Municipal Court in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and the city of Eatonton from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the city of Eatonton to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the Eatonton Municipal Court, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.
Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by Eatonton or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc
Attn: Kenneth Kight
211 North Franklin Street
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE ____ DAY OF _________________, 20____.

PROBATION SERVICES CONTRACTOR:
By: __________________________
Name: Kenneth Kight
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: __________________________
Name: __________________________
Title: Mayor
Eatonton City Council, Georgia

By: __________________________
Chief Judge: R. Michael Bailey, Jr.
Court: Eatonton Municipal Court, Georgia
Exhibit A

**SCHEDULE OF FEES**

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>COST OF SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Probation Supervision</td>
<td>$40.00 per month, per offender</td>
</tr>
<tr>
<td>Intensive Supervision</td>
<td>$50.00 per month, per offender</td>
</tr>
<tr>
<td>(Requires minimum of 3 weekly contacts)</td>
<td></td>
</tr>
<tr>
<td>Pre-Trial Supervision</td>
<td>$40.00 per month, per offender</td>
</tr>
</tbody>
</table>

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

**PROGRAM SERVICES**

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>COST OF SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drug Screens</td>
<td>$15.00 $25.00 per screen</td>
</tr>
<tr>
<td>(Screens for 8 controlled substances)</td>
<td>(URINALYSIS) (ORAL TEST)</td>
</tr>
<tr>
<td>Electronic Monitoring</td>
<td>$10.00 per day, per offender</td>
</tr>
<tr>
<td>Electronic Monitoring w/Intox</td>
<td>$12.00 per day, per offender</td>
</tr>
<tr>
<td>Anger Management Program</td>
<td>$175.00 (8 hour course)</td>
</tr>
<tr>
<td>“Responsible Behavior”</td>
<td>$175.00 (8 hour course)</td>
</tr>
<tr>
<td>Pre-Sentence Investigation</td>
<td>$250.00 (Available if requested)</td>
</tr>
</tbody>
</table>
RECOMMENDATIONS FROM THE HPC DESIGN REVIEW November 13th, 2017
TO CITY COUNCIL

On November 13th, the HPC reviewed an application for a Certificate of Appropriateness and our recommendations are listed below.

Application 2017-00: From John Holmes 304 Wayne St.

Request:
Agent for Mr. Holmes, Christy LeBlanc of Georgia Pools, Peachtree City, states that the owners wish to redesign their pool area located behind their historic home. The plan is to replace the current swimming pool's lining with shotcrete and pebble, adding stone coping, and a travertine deck to replace the old pressed cement deck. The wooden landing and gazebo located adjacent to the pool behind the house will be removed and in its footprint a pool house will be built. This structure will be a 38 X 24 traditional one-story design that compliments the historic wooden home. They will use Hardie Board because the new outbuilding is located behind the home and not in public view. (See example in photo) Project to begin by December 2017.

Recommendations and reasons: The HPC recommended APPROVAL of the application.

The HPC board voted to approve the design as it meets all the standards of Eatonton's historic design guidelines 3.3.4 for outbuildings. The owner is using traditional design, placing it behind the house, not attaching it to the original structure, keeping it in scale with the home (one story) and using materials compatible with the historic home. It is a new structure, but will be built in the footprint to replace an older building and decking area that was built years ago.

Lyn Romine
HPC Chairman
to the City of Eatonton Historic Preservation Commission and City Council.

Property Address/Description: 304 Wayne Street
EATONTON, GA 31024

Property Owner: John Holmes

Note: if applicant is not the owner, written permission from the owner & the owners contact information must be provided.

Applicant/Agent Name: Georgia Peads/Christy Lesline Telephone(s): 404-259-2687

Mailing Address: 105 Depot Ct., Ste. A
PEACHTREE CITY, GA 30269

Brief Project Description: Swimming pool replacement...and...poolhouse...

Projected Start Date:

Type of Project (check all that apply):
Construction

☐ New building  ☐ Addition to building  ☐ Minor exterior change
☐ Major building restoration, rehabilitation, or remodeling

Site Changes

☐ Parking area(s), driveway(s), or walkways
☐ Fence(s), or wall(s),  ☐ Sign  ☐ Mechanical systems
☐ Non-temporary site feature(s) (e.g. satellite dishes, pools, lighting, arbors, gazebos etc)

Demolition or Relocation

☐ Primary building  ☐ Outbuilding  ☐ Site feature

Applicant Signature: ________________________________

Please see page 2 of application for additional data

OFFICE USE ONLY:  Map/Lot #...........................
HPC:  Meeting Date..................................
City Council: Meeting Date..........................

RETURN FORM TO CITY HALL 201 N JEFFERSON AVE, EATONTON, GA 31024
IMPORTANT NOTE: Work must be completed as presented and approved.

If modifications or amendments become necessary, such changes must be presented to and approved by City Council (via an HPC meeting) prior to beginning work on any aspect of said modification or amendment.

DESIGN GUIDELINES

The HPC uses the Secretary of Interior’s Standards and the Eatonton Historic Preservation Guidelines to make informed recommendations. Copies of the latter are available at City Hall or Planning and Development.

<table>
<thead>
<tr>
<th>REQUIRED MATERIALS for COA</th>
<th>PROJECT AND MATERIALS DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Buildings and additions:</td>
<td>Swimming pool replacement</td>
</tr>
<tr>
<td>- Description of project</td>
<td>Shotcrete with pebble interior</td>
</tr>
<tr>
<td>- Site plan</td>
<td>Stone coping, travertine deck</td>
</tr>
<tr>
<td>- Architectural elevations</td>
<td></td>
</tr>
<tr>
<td>- Floor plan</td>
<td></td>
</tr>
<tr>
<td>- Description of materials</td>
<td></td>
</tr>
<tr>
<td>- Photographs of proposed site</td>
<td></td>
</tr>
<tr>
<td>Major Restoration, Rehabilitation or Remodeling:</td>
<td>Exterior out blgs - removed and replaced with Better Blend of existing homes.</td>
</tr>
<tr>
<td>- Architectural elevations or sketches</td>
<td>New structure to match main dwelling</td>
</tr>
<tr>
<td>- Description of project</td>
<td>Pergola - white</td>
</tr>
<tr>
<td>- Description of materials</td>
<td>38 x 24 one story</td>
</tr>
<tr>
<td>- Photographs of existing building</td>
<td></td>
</tr>
<tr>
<td>Minor Exterior Changes</td>
<td></td>
</tr>
<tr>
<td>- Description of project</td>
<td></td>
</tr>
<tr>
<td>- Description of materials</td>
<td></td>
</tr>
<tr>
<td>- Photographs of existing building</td>
<td></td>
</tr>
<tr>
<td>Site changes: parking, drives, and walks</td>
<td></td>
</tr>
<tr>
<td>- Site plans or sketch of site</td>
<td></td>
</tr>
<tr>
<td>- Description of materials</td>
<td></td>
</tr>
<tr>
<td>- Photographs of site</td>
<td></td>
</tr>
<tr>
<td>Site Changes: fences, walls, and other site features</td>
<td></td>
</tr>
<tr>
<td>- Site plan or sketch of site</td>
<td></td>
</tr>
<tr>
<td>- Architectural elevations or sketches</td>
<td></td>
</tr>
<tr>
<td>- Description of materials</td>
<td></td>
</tr>
<tr>
<td>- Photographs of site</td>
<td></td>
</tr>
<tr>
<td>Site changes: signs</td>
<td></td>
</tr>
<tr>
<td>- Architectural elevation or sketch</td>
<td></td>
</tr>
<tr>
<td>- Site plan or sketch</td>
<td></td>
</tr>
<tr>
<td>- Description of materials and illumination</td>
<td></td>
</tr>
</tbody>
</table>

REQUEST FOR PHOTOGRAPHS

As part of the application, I hereby grant access to the City of Eatonton Historic Preservation Commission and other agents of the City access to the property in question in order to take photographs (exterior only), if needed.

Signature:  
Date: 10/1/17

See www.eatontonhpc.com for additional information.
Hi Lyn,

It was very nice speaking with you just now.

Attached is the application as well as photos of our proposed design. I will forward existing property photos next.

Thanks!

Christy LeBlanc

Selective Designs, L.L.C.
Georgia Pools, L.L.C.
105 Depot Court
Suite A
Peachtree City, GA 30269

Direct: 770-473-2860
Fax: 770-473-2860
info@selectivedesigns.com
www.selectivedesigns.com
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the disposal of surplus property and for other purposes.

WHEREAS, the City of Eatonton has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, §36-37-6 of the Official Code of Georgia authorizes a municipal governing body to dispose of unneeded personal property; and

WHEREAS, the City of Eatonton is desirous of selling or disposing said surplus property in an “as is” condition without express or implied warranties.

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

SECTION 1:

The following personal property owned by the City of Eatonton, Georgia, is not needed for public or municipal purposes:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2-Post Vehicle Lift</td>
</tr>
<tr>
<td>1</td>
<td>1996 Freightliner FL-70 &amp; Bucket</td>
</tr>
</tbody>
</table>

SECTION 2:

The Mayor (or his designee) is, hereby, authorized to dispose of the personal property owned by the City of Eatonton, Georgia as described above in Section 1 in a manner consistent with Georgia law.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 20th day of November, 2017.

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

ATTEST:

Clerk, City of Eatonton, Georgia