City of Eatonton  
Council Meeting Agenda  
May 2, 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: Councilman William Mangum, Jr.

3. Approval of Minutes: Attachment #1

4. Public Comments:
   Reading of Rules for Public Comments

5. Old Business:

   A.

6. New Business:

   A. Main Street Report Attachment #6A

   B. Special Presentation of Historic Preservation Awards

   C. Election of GMA District 6 Officers for 2017-2018 Attachment #6C

   D. Proposed Resolution to Authorize the Mayor to Sign Title VI Assurances and Nondiscrimination Agreement with the Georgia Department of Transportation Attachment #6D

   E. Proposed Resolution to Authorize the Disposal of Surplus Property 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, April 17, 2017 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.  
Councilwoman Alma Stokes

Elected Officials Absent:

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

Mayor Walter C. Rocker, Jr. called the April 17, 2017 Council meeting to order at 7:00 PM.

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

Motion was made by Doster and seconded by Haley to approve the minutes from the Public Hearing held on April 4, 2017 - Continued Use of Certain Unmarked City Vehicles. Motion carried by a vote of 6-0. Councilman Butts abstained.

Motion was made by Doster and seconded by Gorley to approve the minutes of the Council meeting held on April 4, 2017. Motion carried by a unanimous vote of 7-0.
Public Comments: None

Reading of the Rules for Public Comments was omitted.

**Proposed Resolution to Authorize the Continued Use of Certain Unmarked City Vehicles Attachment #6A**

Motion was made by Walker and seconded by Haley to approve the proposed Resolution authorizing the continued use of certain unmarked vehicles as provided in the Official Code of Georgia §36-80-20, which allows cities to exempt the marking of public vehicles and authorize Mayor Rocker to sign the Resolution. Motion carried by a unanimous vote of 7-0.

**Proposed Resolution to Authorize the Mayor to Sign an Amendment to the Area Agency on Aging Contract for SFY 2017 Attachment #6B**

Motion was made by Gorley and seconded by Doster to approve the proposed Resolution and Amendment #2 to the Area Agency on Aging Contract for SFY 2017 and authorize Mayor Rocker to sign the contract amendment between the Middle Georgia Regional Commission Area Agency on Aging and the City of Eatonton for SFY 2017 and other such supporting material as shall be necessary for the proper execution of the amendment. Motion carried by a unanimous vote of 7-0.

**Proposed Resolution to Authorize the Mayor to Sign an Addendum to the Advanced Disposal Contract for Solid Waste Services Attachment #6C**

City Administrator Sanders advised the Environmental Committee met on Wednesday to discuss the services pertaining to the collection of residential and commercial solid waste contract, which we have with Advanced Disposal Services Middle Georgia, LLC. This contract became effective June 1, 2012 and will terminate May 31, 2017. The original contracted rate was $5.73/cart per month and the new negotiated rate will be $6.48/cart per month; an increase of 75¢.

A survey of surrounding cities shows that the City of Eatonton’s rates will be in line with other communities in our area.

Mr. Steve Edwards of Advanced Disposal was available to answer any questions that Council might have.

Motion was made by Haley and seconded by Mangum to approve the first addendum to the Contract for solid waste services between the City of Eatonton and Advanced Disposal Services Middle Georgia, LLC extending the term to expire May 31, 2022, adjusting the monthly collection fee, and forgoing CPI rate increases as specified in the agreement. Also, authorize Mayor Rocker to sign addendum between Advanced Disposal
Services Middle Georgia, LLC and the City of Eatonton. Motion carried by a unanimous vote of 7-0.

**Proposed Resolution to Set Garbage Collection Fees**  *Attachment #6D*
Councilman Haley advised the Environmental Committee will look at setting a universal collection fee for limbs/leaves/ and other yard debris in the near future.

Councilwoman Stokes advised in one of the GMA meetings she attended, other cities are adding garbage and trash services to the owners property tax bill.

Motion was made by Haley and seconded by Mangum to approve the proposed Resolution setting garbage collection fees for residential services at a rate of $11.00/cart per month and the commercial rate at $12.00/cart per month. The new rates are effective June 1, 2017. Also, Mayor Rocker is authorized to sign the Resolution modifying the garbage collection rates to more effectively cover the City’s cost of providing such garbage disposal services. Motion carried by a unanimous vote of 7-0.

**Zoning: No items to discuss**

**Committee Reports:**

Mayor Pro-Tem Harvey Walker recommended each committee call a meeting with their department heads and start with a zero balance, and look at the financial condition of their department. See if anything can be cut from their budget. Afterward, City Administrator Sanders and Council will call a work session to see what can be done to balance the budget by cutting other expenditures.

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.

Councilwoman Teresa Doster advised Putnam County will hold a public hearing on Tuesday, April 18, 2017 at 6:30 on a new proposed zoning ordinance on film productions in the County. The hearing will be held here, in the County Commissioner’s meeting Room.

Councilman James Gorley advised the Police Department underwent a GCIC Audit on Wednesday, April 12, 2017 to assess compliance with applicable statutes, regulations and policies. The Police Department passed the audit and was in compliance in all areas evaluated during the audit.

City Administrator Gary Sanders advised the resurfacing projects on Lower Harmony Road and Martin Luther King, Jr. Drive have been completed and final striping is being
scheduled. Sanders acknowledged and expressed words of thanks to the Public Works Department for their efforts in coordinating the project.

City Administrator Sanders reported the TSPLOST Projects have been submitted for review by the Executive Committee of the Regional Round Table. We will keep you up to date on the Roundtable process and schedule.

City Administrator Sanders advised he would be out of the office this Thursday, April 20, to attend the Regional Commission’s Leadership Program.

City Administrator Sanders advised EPTAH’s first mural will be unveiled on the side of the new location for the Georgia Writers Museum this Friday, April 21, at 3:30 PM. The Artisans Village Gallery will also be hosting a grand opening event that evening from 5:00 PM – 8:00 PM.

Mayor Rocker asked if there was any other business to be discussed tonight. There being no other business, motion was made by Walker and seconded by Doster to adjourn. Motion carried by a unanimous vote of 7-0.
Adjourned at 7:25 PM.

Walter C. Rocker, Jr. Mayor

ATTEST:

Sarah E. Abrams, City Clerk
Main Street Report for City Council Meeting Tuesday May 2 2017 - April Recap

Organization

The Main Street board welcomed Tommy Cook to the Main Street Board.

Eatonton Main Street has retained its status as a Classic Main Street.

Completed Eatonton Main Street Registration on Georgia Secretary of State website for 2017.

The Eatonton Main Street Board vacancies will be advertised in the Eatonton Messenger.

Promotion

Eatonton Main Street is working with the Putnam Development Authority and the Chamber of Commerce to create a promotional video that would highlight Downtown Eatonton.

There has been increased participation and interest in Georgia Cities Week.

Eatonton Main Street is hosting a Jazz Concert featuring The Jazzminds and The Putnam County High School Jazz Band on Saturday May 20.

Design

The Athens Design Studio proposal document for the E. Sumter Street commercial corridor was delivered. This will be presented at the City Council Meeting.

Lyn Romine is the Design Ambassador for the Downtown. Lyn has met with building owners and merchants regarding Facade Grant possibilities and the donated paint from Sherwin-Williams.

Economic Vitality

Downtown Eatonton continues to attract interest in bringing merchants into the Downtown. However, buildings like Moore LF Gas (107 N. Jefferson Avenue) Communicom/Charter Building (104 E. Marion St) and 112 W. Marion Street prevent a vibrant Downtown from putting down roots and taking hold and are off-putting for new businesses.

Summary

I will be presenting the E. Sumter Street Commercial Corridor Package at the City Council Meeting.

The most common response from the Community Survey Questionnaire regarding what people do not like about Downtown are empty buildings. However arc vacancy rate is between 10 and 12.5 per cent. Perception has become reality, whereas the truth of the matter is our available inventory is rather low. With the promotional video filming and the publicity that it would derive this should change the perception.

I believe that the perception is due to the ratio of professional businesses/personal services versus retail. I am very pleased that we do have a mixed economy, where different types of merchants can thrive and feel welcome. I would like to see more retail in the Downtown to change the perception of empty buildings as it is often stated "there is nothing beyond the Courthouse". I would like to encourage building owners to take advantage of the Facade Grant program and send a broader message that Downtown Eatonton is open for business.
ELECTION OF GMA’S DISTRICT 6 OFFICERS FOR 2017-2018

BALLOT

The following city officials have been nominated as GMA’s District 6 Officers for 2017-2018:

- President: Cameron Andrews, Mayor Pro Tem, Centerville
- First Vice President: Barbara Williams, Mayor, Fort Valley
- Second Vice President: Ed Barbee, Mayor Pro Tem, Gray
- Third Vice President: Shelly Berryhill, Commissioner, Hawkinsville

*No additional nominations were received by the April 21, 2017 deadline.

If your city is in favor of the proposed slate of officers, please check here: _____

If your city is opposed to the proposed slate of officers, please check here: _____

Please provide the following information:

City: ________________________________

Name of person submitting ballot: ________________________________

Signature: ________________________________

Please mail or email ballot by June 1, 2017 to:

Pam Helton, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; Email: phelton@gmanet.com.
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to sign Title VI assurances and nondiscrimination agreement with the Georgia Department of Transportation and for other purposes.

WHEREAS, pursuant to 23 CFR Part 200, Title VI of the Civil Rights Act of 1964, the Georgia Department of Transportation assures that no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities; and

WHEREAS, the Georgia Department of Transportation’s sub-recipients, including the City of Eatonton, are required to include Title VI language in all written agreements and must monitor such agreements for compliance; and

WHEREAS, all of GDOT’s sub-recipients, including the City of Eatonton, must have annually updated Title VI assurances and nondiscrimination agreement on file as conditions to receiving pass through federal financial assistance; and

WHEREAS, the Council of the City of Eatonton deems it to be in the best interest of the City to execute such documents for the purposes stated above.

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 documents, assurances, and agreements with the Georgia Department of Transportation as may be necessary to comply with Title VI of the Civil Rights Act of 1964, and shall perform all acts necessary to accomplish the intent of this resolution.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 2nd day of May, 2017.

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

ATTEST:

______________________________
Clerk, City of Eatonton, Georgia
GEORGIA DEPARTMENT OF TRANSPORTATION

NONDISCRIMINATION AGREEMENT

The Georgia Department of Transportation

And

The City of Eatonton, Georgia

The City of Eatonton, Georgia (hereinafter referred to as the "Recipient") hereby agrees to comply with the following Federal Statutes, U.S. Department of Transportation and Federal Highway Administration Regulations, and the policies and procedures promulgated by the Georgia Department of Transportation, as a condition to receipt of Federal funds.

Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964, as amended, provides that no person shall on the ground of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds—whether schools and colleges, government entities, or private employers—must comply with Federal civil rights laws, rather than just the particular programs or activities that receive the funds.

Nondiscrimination programs require that Federal-aid recipients, sub-recipient, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally-funded or not. If a unit of a State or local government is extended Federal-aid and distributes such aid to another governmental entity, all of the operations of the recipient and sub-recipient are covered. Corporations, partnerships, or other private organizations or sole proprietorships are covered in their entirety if such entity received Federal financial assistance (FHWA Notice N 4720.6, September 2, 1992).

Assurances 49 CFR Part 21.7

The City of Eatonton, Georgia HEREBY GIVES ASSURANCES:
That no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:

LIST ALL MAJOR PROGRAMS AND ACTIVITIES OF THE RECIPIENT

1. That it will promptly take any measures necessary to effectuate this agreement.

2. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

3. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Federal Highway Administration and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, and successors in interest. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.

4. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and in adapted form all proposals for negotiated agreements.

5. The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this agreement in every contract subject to the Act and the Regulations.

7. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.
IMPLEMENTATION PROCEDURES 23 CFR PART 200

This agreement shall serve as the recipient’s Title VI plan pursuant to 23 CFR 200 and the Title VI Implementation Guide.

For the purpose of this agreement, “Federal Assistance” shall include:

1. Grants and loans of Federal funds;
2. The grant or donation of Federal property and interest in property;
3. The detail of Federal personnel;
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. Any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient’s organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by the Federal Highway Administration within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.

3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Equal Employment Opportunity Coordinator or a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement, investigations shall be conducted by civil rights personnel training in discrimination complaint investigations. Identify each complainant by race, color, national origin, sex, age, handicap/disability; the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient’s report of
investigation, will be forwarded to the Division Office of Civil Rights within 60 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex, age, handicap/disability) of participation in, and beneficiaries of the programs and activities conducted by the recipient.

7. Conduct Title VI reviews of the recipient and sub-recipient contractor program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Conduct training programs on Title VI and related statutes.

9. Prepare a yearly report of Title VI accomplishments for the past year and goals for the next year.
   
   a. Accomplishment Report
      List major accomplishments made regarding Title VI activities, include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews conducted by the Title VI Specialist. List any major problem(s) identified and corrected action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

   b. Annual Work Plan
      Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

DISCRIMINATION COMPLAINT PROCEDURE

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient’s Title VI Specialist for review and action.

2. In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days:
   
   - The date of the alleged act of discrimination; or
   - Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

   In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.
3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to any officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled in the usual manner.

4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as the Federal Highway Administration and the Department of Transportation.

5. Generally, the following information will be included in every notification to the Office of Civil Rights:

   (a) Name, address, and phone number of the complainant
   (b) Names and address(es) of alleged discriminating official(s)
   (c) Basis of complaint (i.e., race, color, national origin, sex, age, disability/handicap).
   (d) Date of alleged discriminatory act(s).
   (e) Date of complaint received by the recipient
   (f) A statement of complaint.
   (g) Other agencies (state, local or Federal) where the complaint has been filed.
   (h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the Title VI Specialist will conduct and complete an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report findings.

7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with the Department of Transportation, or the Federal Highway Administration, if they are dissatisfied with final decision rendered by the State.

**SANCTIONS**

In the event the recipient fails or refuses to comply with the terms of this agreement, the Federal Highway Administration may take any or all of the following sanction:
a. Cancel, terminate, or suspend this agreement in whole or in part.
b. Refrain from extending any further assistance to the recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
c. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
d. Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

______________________________  ___________________________
Georgia Transportation Commissioner                  Date

SIGNED FOR THE RECIPIENT

______________________________  ___________________________
Authorized Official                  Date
GDOT Title VI Assurances

The City of Eatonton, Georgia (hereinafter referred to as the “Recipient”), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d—42 USC 2000d—4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each “program” and each “facility” as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with Federal Aid Highway and in adapted form in all proposals for negotiated agreements:

“The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.”

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

Date ____________________________ (Recipient)

by ________________________________
(Signature of Authorized Official)

Attachments: Appendices A, B and C.
APPENDIX A

The text below, in its entirety, is in all contracts entered into by GDOT. All of the text including the final section, entitled “Incorporation of Provisions,” should be included in any contract entered into by any GDOT contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agree as follows:

1. Compliance with Regulations
   The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination
   The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports
   The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the (Recipient) or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the (Recipient), or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the *(Recipient)* or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *(Recipient)* enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
APPENDIX B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

Granting Clause
NOW, THEREFORE, the Georgia Department of Transportation (GDOT)—as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the GDOT in and to said land described in Exhibit A attached hereto and made a part thereof.

Habendum Clause
TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land for itself, its successors and assigns, that (1) no person shall, on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed*, (2) that the state of Georgia shall use the lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation—Effecuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in, and become the absolute property of, GDOT and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.
APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a GDOT program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

*[Include in deeds subject to a reverter clause]*

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to reenter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the STATE and its assigns.

*Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.*
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>STONE DDR 3100 ASPHALT ROLLER</td>
</tr>
<tr>
<td>1</td>
<td>1998 CROWN VICTORIA - 2FAFP71W4WX186711</td>
</tr>
<tr>
<td>1</td>
<td>1998 FORD F-150 - 1FTZF1729XNA51416</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 2nd day of May, 2017.

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

ATTEST:

Clerk, City of Eatonton, Georgia
These three-hour GMA workshops will provide municipal officials with practical tips for SDS negotiations, including review of SDS requirements, triggers for SDS updates, defining service provision, financial analysis, calculating inequities, identifying double taxation, and dispute resolution processes. Workshops are designed to equip city managers, clerks, city attorneys, and finance officers, with techniques for successfully negotiating efficient and equitable service provision.

Wednesday, May 24, 2017
1:00 pm – 4:00 pm
Government Admin. Building, Room 100
222 Pine Ave.
Albany, GA 31701

Wednesday, May 31, 2017
1:00 pm – 4:00 pm
Monroe City Hall Council Chambers,
215 N. Broad Street.,
Monroe, GA 30655

Wednesday, June 7, 2017
1:00 pm – 4:00 pm
Ogeechee Technical College, River Room,
1 Joe Kennedy Blvd, Statesboro, GA 30458

Wednesday, June 14, 2017
1:00 pm – 4:00 pm
Acworth City Council Board Room
4415 Senator Russell Avenue
Acworth, GA 32589

To register for a workshop, please complete the form on the back and mail or fax the form to:
GMA, ATTN: Irish Thomas, PO Box 105377, Atlanta, GA 30348
Fax: (404) 577-6663