6:45 PM Public Hearing – Proposed 2019 Budget

1. Call to Order: 7:00 PM

2. Invocation: Mayor Walter C. Rocker, Jr.

3. Approval of Minutes: Attachment #1
   Council Meeting Minutes – July 23, 2018
   Called Meeting Minutes – July 26, 2018

4. Public Comments:
   Reading of Rules for Public Comments

5. Old Business:
   A. None

6. New Business:
   A. Main Street Report Attachment #6A
   B. Discussion and Possible Action on Grant Opportunities for the Plaza Arts Center
C. Proposed Resolution to Participate in the Low-Income Home Energy Assistance Program Attachment#6C

D. Proposed Resolution to Ratify the Action of the Mayor in Signing a Work Detail Agreement with the Georgia Department of Corrections for 2018-2019. Attachment #6D

E. Proposed Resolution to Authorize the Mayor to Apply for a Safety and Liability Management Grant Attachment#6E

F. Proposed Resolution to Adopt an Update to the Alcohol Misuse Prevention and Anti-Drug Plans for Municipal Gas Utility Workers Attachment #6F

G. Proposed Resolution to Authorize the Disposal of Surplus Property Attachment #6G

7. Zoning:

A. None

8. Committee Reports:

- Finance and Personnel – Councilmember Harvey C. Walker, Jr.
- Public Utilities – Councilmember Alvin Butts
- Streets, Buildings, and Grounds – Councilmember William C. Mangum, Jr.
- Zoning and Ordinances – Councilmember Teresa W. Doster
- Environmental – Councilmember Janie B. Reid
- Community Development – Councilmember Charles R. Haley
- Public Safety – Councilmember James A. Gorley
- City Administrator – Mr. Gary Sanders
- City Attorney – Mr. Christopher D. Huskins
- City Clerk – Ms. Sarah Abrams

9. Executive Session

10. Motion to Adjourn
In accordance with O.C.G.A. §36-81, the City of Eatonton proposes the following budget for fiscal year 2018 - 2019. The City's fiscal year begins on September 1 and concludes on August 31 of the following year. A PUBLIC HEARING will be held on August 7, 2018 at 6:45 PM to allow citizen input in this process. The hearing will be held in the Putnam County Commissioners' Meeting Room #203, located at 117 Putnam Drive, Eatonton, GA 31024. A copy of the budget is available at City Hall, located at 201 North Jefferson Avenue, Eatonton, GA 31024.

### CITY OF EATONTON BUDGET PLANNED EXPENDITURES

<table>
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### ANTICIPATED REVENUES

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<td>$20,050</td>
<td>$16,000</td>
<td>$1,665,836</td>
<td>$6,238,152</td>
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</table>
City of Eatonton Council Meeting  
July 23, 2018 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 (Bill) Mangum, Jr.  
Councilwoman Janie B. Reid

Elected Officials Absent:

Staff Members Present:  
City Administrator, Gary Sanders  
City Attorney, Christopher Huskins  
City Clerk Sarah Abrams  
Main Street Manager, Andrew Simpson

Mayor Walter C. Rocker, Jr. called the July 23, 2018 Council meeting to order at 7:00 PM.

Invocation was given by Mayor Pro-Tem Harvey (Chip) Walker, Jr.

Motion was made by Councilman Haley and seconded by Councilman Mangum to approve the minutes from the July 3, 2018 Regular Council Meeting. Motion carried by a vote of 6-0. Councilwoman Teresa Doster abstained from voting because she did not attend the meeting.

Public Comments: None
Reading of the Rules for Public Comments: Omitted

Old Business: None

New Business:

Proposed Resolution to Appoint Members to the Eatonton Main Street Board of Directors Attachment #6A
Motion was made by Councilman Mangum and seconded by Councilwoman Doster to approve the proposed resolution appointing members to the Main Street Board of Directors. Motion carried by a unanimous vote of 7-0.

The following Members were appointed to the Main Street Board of Directors for a term of three years to expire August 31, 2021:
Ms. Rachel Holt Aslaksen
Ms. Roddie Anne Blackwell
Ms. Karen Henry-Garrett
Ms. Sarah L. Tomson-Hooper
Mr. Deck Jackson
Ms. Erin Keating
Ms. Lyn Romine
Ms. Alma Stokes

Discussion and Possible Action on Authorizing Staff to Prepare and Advertise an RFP for Fire Department Tanker Truck
Motion was made by Councilman Gorley and seconded by Mayor Pro-Tem Walker to authorize staff to prepare and advertise an RFP for a Fire Department Tanker Truck. Motion carried by a unanimous vote of 7-0.

Committee Reports
Mayor Pro-Tem Walker expressed words of thanks to the Eatonton Police Department on the quick work done in response to the assault case of a jogger on Phillips Drive this week.

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

Mayor Pro-Tem Walker advised scheduling a Finance and Personnel Committee Meeting on Wednesday, July 25 at 5:30 PM at City Hall.

Councilwoman Doster advised Downtown Development Authority will hold their regular meeting on Tuesday, July 24, 2018.
Councilman Haley made reference to a letter received from Charles Hurt that was at his Council seat. No detail or discussion was made in reference to the letter.

Councilman Gorley acknowledged the investigation work and arrest made by the Eatonton Police Department in the assault case on Phillips Drive.

City Administrator Gary Sanders reminded Council that a Finance and Personnel meeting is scheduled for Wednesday at 5:30 PM. and a Special Called Meeting is scheduled for Wednesday at 6:00 P.M. regarding SPLOST #9 and the Service Delivery Strategy.

City Attorney Huskins advised leaving a detailed message for the Hearn estate’s attorney in reference to the five parcels of land which the executors wish to donate to the City. He hopes to have additional information soon.

Council discussed if the Hearn’s properties could be burned by the fire department for training. It was decided that these properties likely contain asbestos.

Executive Session: Litigation

Motion was made by Mayor Pro-Tem Harvey Walker, Jr.
That this Mayor and Council now enter into closed session as allowed by Chapter 14 of Title 50 of the Georgia Code and pursuant to advice by the City Attorney, for the purpose of discussing the following: potential litigation. Motion was seconded by: Councilman James A. Gorley. Motion Approved.

Those voting in favor of the motion for closure: Council Members Harvey Walker, Jr, Alvin Butts, Teresa Doster, James A. Gorley, Charley R. Haley, William Mangum and Janie Reid. Motion carried by a unanimous vote of 7-0.

Motion was made by Mayor Pro-Tem Walker and seconded by Councilman Haley to return to Open Session. Motion carried by a vote of 7-0.

Motion was made by Mayor Pro-Tem Walker and seconded by Councilwoman Teresa Doster that the following resolution be accepted and approved. Motion carried by a unanimous vote of 7-0.

Resolution by the Council of the City of Eatonton, Georgia
BE IT RESOLVED by the Eatonton City Council as follows: At the meeting held on the 23rd day of July 2018, the Council entered into executive session for the purpose of discussing potential litigation. At the close of the discussions upon this subject, the Council did vote to re-enter into open session and herewith takes the following action in open session:
(1) The actions of the Council and the discussions of the same regarding the matter set forth for closed session purposes are hereby ratified.

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

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

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

Approved this 23rd day of July 2018

Attest ________________________________________

City Clerk

Walter C. Rocker, Jr. Mayor

Open Session
In Open Session, no action was taken by Council.

Mayor Rocker asked if there was any other business to be conducted for the good of the City. There being none, motion was made by Mayor Pro-Tem Walker and seconded by Councilman Haley to adjourn. Motion carried by a unanimous vote of 7-0. Meeting adjourned at 8:30 PM.

Walter C. Rocker, Jr., Mayor

ATTEST:

Sarah E. Abrams, City Clerk
CITY OF EATONTON

Before an officer duly authorized to administer oaths appeared Mayor Walter C. Rocker, Jr., who, after being duly sworn, deposes and on oath states the following:

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

(2) Pursuant to my duties as Mayor, I was the presiding officer of a meeting of the Eatonton City Council held on the 23rd day of July 2018. A portion of said meeting was closed to the public.

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

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

(4) The subject matter of said meeting, or the closed portion thereof, was devoted to matters within exceptions to public disclosure provided by law. Those specific relevant exceptions are identified as follows: Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or brought by or against the agency or any officer or employee or in which the agency or officer or employee may be directly involved and the matter discussed was Potential litigation.

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

This 23rd day of July 2018

Mayor Walter C. Rocker, Jr.

Sworn to and subscribed before me

This _______day of _______, ______

Notary Public
City of Eatonton Called Meeting  
Thursday, July 26, 2018  
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  
Councilwoman Teresa Doster  
Councilman James A. Gorley  
Councilman Charles R. Haley  
Councilman William (Bill) Mangum, Jr.  
Councilwoman Janie B. Reid  

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 July 26, 2018 Called meeting to order at 7:00 PM.  

Invocation was given by Mayor Pro-Tem Harvey (Chip) Walker, Jr.  

Public Comments: None  

Reading of the Rules for Public Comments: Omitted
Discussion and Possible Action on SPLOST #9
Mayor Rocker called for discussion on the SPLOST #9 list of projects.

Mayor Pro-Tem Walker advised Finance and Personnel Committee met this afternoon to review project lists and discuss the 5 and 6 years plans.

City Administrator Sanders advised if SPLOST #9 is approved by the voters at the November 6th General Election, collection will start in October 2019 and the City would receive its first check in January 2020.

Council discussed the SPLOST #9 project list submitted by City department heads and anticipated SPLOST Revenue for the City of Eatonton over 6 years or 5 years plan.

- Anticipated SPLOST #9 Revenue for the City of Eatonton over 6 years: $5,133,600 (31% of $16,560,000)

- Anticipated SPLOST #9 Revenue for the City of Eatonton over 5 years: $3,422,400 (24.8% of 13,800,000)

After much discussion, Council suggested adopting both plans to present to Putnam County Board of Commissioners.

Addition to the Agenda -- Executive Session: Potential Litigation
Motion was made Councilman Haley and seconded by Mayor Pro-Tem Walker to add Executive Session to the Agenda. Motion carried by a unanimous vote of 7-0.

Motion was made by Councilwoman Doster and seconded by Mayor Pro-Tem Walker to adopt SPLOST#9 project list for 6 years and 5 years as the City’s Plans and present both plans to Putnam County Board of Commissioners. Motion carried by a unanimous vote of 7-0.
## Project List Submitted by City Department Heads – July 2018

**Anticipated SPLOST Revenue for the City over 6 years:** $5,133,600  
(31% of 16,560,000)

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<th>DEPARTMENT</th>
<th>SHORT TITLE</th>
<th>PROJECT DESCRIPTION</th>
<th>COST</th>
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</thead>
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<td>FIRE</td>
<td>VEHICLE</td>
<td>QUICK RESPONSE TRUCK ($22,000) #2</td>
<td>$22,000.00</td>
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| FIRE       | TOOLS & EQUIPMENT | SCBA ($154,000; 20@ 7,700 EA); #1  
EXTRICATION EQUIPMENT ($50,000); #3  
THERMAL IMAGING CAMERA ($2,000); #6  
HOSE ($5,000); #4  
NOZZLES ($3,000); #5 | $214,000.00 |
| GAS        | GAS LINE EXPANSION | HIGH PRESSURE TO HWY 44, HARMONY ROAD, ECT. #1 | $1,000,000.00 |
| GAS        | GAS SYSTEM COMPUTER MODEL | GAS SYSTEM COMPUTER MODEL ($35,000); #5 | $35,000.00 |
| GAS        | VEHICLES | TRUCKS/VEHICLES ($22,000); #2  
GAS METER TRANSPONDERS ($60,000); #2  
UTILITY LOCATORS ($50,000); #3  
TAPPING/FLUSHING EQUIPMENT ($10,000); #4  
MINI EXCAVATOR ($80,000); #6  
VIBRATORY PLOW & TRAILER ($20,000); #7 | $22,000.00 |
| POLICE     | VEHICLES | POLICE VEHICLES (15 FORD EXPLORERS; $96,675.00/YR.  
FOR 5 YEARS); #1 | $500,000.00 |
| POLICE     | TOOLS & EQUIPMENT | TASERS, COMPUTERS, CAMERAS | $50,000.00 |
| STREETS    | ROADS/BRIDGES/SIDEWALKS/DRAINAGE | CDBG/MLG PROJECTS, CULVERT REPLACEMENTS, ROAD PAVING &  
PATCHING, STORMWATER/DRAINAGE; #1 | $1,728,600.00 |
| STREETS    | VEHICLES | TRUCKS/VEHICLES ($60,000); #4 | $60,000.00 |
| STREETS    | TOOLS & EQUIPMENT | BUSH HOG & TRACTOR ($60,000); #2  
ASPHALT RECLAIMER WITH INFRARED HEATER ($80,000); #3  
CHIPPER TRUCK ($55,000); #4  
VAC TRON TRAILER ($80,000); #6  
BACKHOE ($75,000); #7  
DUMP TRUCK (50,000); #8  
SNOW MELT REMOVAL/TREATMENT EQUIP. ($20,000); #9 | $430,000.00 |
| CITY SHOP  | TOOLS & EQUIPMENT | VEHICLE DIAGNOSTIC EQUIPMENT/COMPUTER ($10,000); | $10,000.00 |
| BUILDINGS & GROUNDS | TOOLS & EQUIPMENT | LAWN MOWER ($6,000); | $6,000.00 |
| BUILDINGS & GROUNDS | VEHICLES | TRUCK/VEHICLE/VAAN ($22,000); | $22,000.00 |
| BUILDINGS & GROUNDS | RENOVATION AND REPAIR | PLAZA ARTS CENTER (REQUESTED $225,000) - $225,000  
POLICE/FIRE DEPARTMENT - $125,000  
PUBLIC WORKS/SHOP COMPLEX - $125,000  
CITY HALL/OLD GAS BUILDING - $125,000 | $600,000.00 |
| ECONOMIC DEVELOPMENT | BLIGHT REMEDIATION | (ORIGINAL $125,000 - $90,000 FROM BLIGHT REMEDIATION); | $215,000.00 |
| ECONOMIC DEVELOPMENT | DOWNTOWN RESTROOMS | MOVED $50,000 TO BLIGHT REMEDIATION |
| ECONOMIC DEVELOPMENT | BROADBAND INTERNET FEASIBILITY STUDY | BROADBAND INTERNET FEASIBILITY STUDY | $50,000.00 |
| CITY HALL | CITY HALL EQUIPMENT | COPIER AND FILE SERVER/DOCUMENT STORAGE/IT EQUIP. | $20,000.00 |
| EPWSA | WATER LINES/HYDRANT | REQUESTED $1,000,000 FOR HYDRANT REPAIRS |
| TAV | ARTISANS VILLAGE | REQUESTED $150,000 FOR RENOVATION AND REPAIRS |

**SUBTOTAL** | **$5,133,600.00**
Submitted by City Department Heads – July 2018
Anticipated SPLOST Revenue for the City over 5 years: $3,422,400
(24.8% of 13,800,000)

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<td>QUICK RESPONSE TRUCK ($17,000) #2</td>
<td>$17,000.00</td>
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<td>FIRE</td>
<td>TOOLS &amp; EQUIPMENT</td>
<td>SCBA ($150,000, 20@ 7,500/EA) #1</td>
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<td></td>
<td></td>
<td>EXTRICATION EQUIPMENT ($50,000)</td>
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<td></td>
<td></td>
<td>THERMAL IMAGING CAMERA ($2,000) #3</td>
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<td>HOSE ($5,000) #4</td>
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<td>NOZZLES ($2,500) #5</td>
<td>$209,500.00</td>
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<td>GAS</td>
<td>GAS LINE EXPANSION</td>
<td>HIGH PRESSURE TO HWY 44, HARMONY ROAD, ETC. #1</td>
<td>$900,000.00</td>
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<td>GAS SYSTEM COMPUTER MODEL ($30,000) #8</td>
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<td>TRUCKS/VEHICLES ($22,000) #3</td>
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<td>TOOLS &amp; EQUIPMENT</td>
<td>GAS METER TRANSPONDERS ($25,000) #2</td>
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<td>UTILITY LOCATORS ($8,500) #3</td>
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<td>TAPPING/FUSING EQUIPMENT ($10,000) #4</td>
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<td>MINI EXCAVATOR ($50,000) #6</td>
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<td>VIBRATORY PLOW &amp; TRAILER ($20,000) #7</td>
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<td>POLICE</td>
<td>VEHICLES</td>
<td>POLICE VEHICLES (15 FORD EXPLORERS, $16,675.00/YR, FOR 5 YEARS) #1</td>
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<td>POLICE</td>
<td>TOOLS &amp; EQUIPMENT</td>
<td>TASERS, COMPUTERS, CAMERAS</td>
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<td>STREETS</td>
<td>ROADS/BRIDGES/SIDEWALKS/DRAINAGE</td>
<td>CDG/GMLG PROJECTS, CULVERT REPLACEMENTS, ROAD PAVING &amp; PATCHING, STORMWATER/DRAINAGE #1</td>
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<td>BUSH HOG &amp; TRACTOR ($60,000) #2</td>
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<td>ASPHALT RECLAIMER WITH INFRARED HEAT ($90,000) #3</td>
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<td>CHIPPER TRUCK (45,000) #5</td>
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<td>VAC TRON TRAILER ($50,000) #6</td>
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<td>BACKHOE ($75,000) #7</td>
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<td>DUMP TRUCK ($30,000) #8</td>
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<td>SNOWICE REMOVAL/TREATMENT EQUIP. ($20,000) #9</td>
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<td>CITY SHOP</td>
<td>TOOLS &amp; EQUIPMENT</td>
<td>VEHICLE DIAGNOSTIC EQUIPMENT, COMPUTER ($9,000)</td>
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<td>LAWN MOWER ($5,000)</td>
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<td>BUILDINGS &amp; GROUNDS</td>
<td>TOOLS &amp; EQUIPMENT</td>
<td>TRUCK/VEHICLE/VAN ($18,000)</td>
<td>$18,000.00</td>
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<tr>
<td>BUILDINGS &amp; GROUNDS</td>
<td>VEHICLES</td>
<td>TRUCK/VEHICLE/VAN ($18,000)</td>
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<td>RENOVATION AND REPAIR</td>
<td>PLAZA ARTS CENTER (REQUESTED $225,000) - $200,000</td>
<td>$330,000.00</td>
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<td></td>
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<td>POLICE/FIRE DEPARTMENT - $50,000</td>
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<td>PUBLIC WORKS/SHOP COMPLEX - $50,000</td>
<td></td>
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<td></td>
<td></td>
<td>CITY HALL/JUDG GAS BUILD - $30,000</td>
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</tr>
<tr>
<td>ECONOMIC DEVELOPMENT</td>
<td>BLIGHT REMEDIATION</td>
<td>MOVED $80,000 TO BLIGHT REMEDIATION</td>
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<td>ECONOMIC DEVELOPMENT</td>
<td>DOWNTOWN RESTROOMS</td>
<td>MOVED $80,000 TO BLIGHT REMEDIATION</td>
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<td>ECONOMIC DEVELOPMENT</td>
<td>BROADBAND INTERNET FEASIBILITY STUDY</td>
<td>BROADBAND INTERNET FEASIBILITY STUDY</td>
<td>$21,900.00</td>
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<tr>
<td>CITY HALL</td>
<td>CITY HALL EQUIPMENT</td>
<td>COPIER AND FILE SERVER/DOCUMENT STORAGE EQUIP.</td>
<td>$</td>
</tr>
<tr>
<td>EPWSSA</td>
<td>WATER LINES/HYDRANTS</td>
<td>REQUESTED $1,000,000 FOR HYDRANT REPAIRS</td>
<td>$</td>
</tr>
<tr>
<td>TAV</td>
<td>ARTISANS VILLAGE</td>
<td>REQUESTED $150,000 FOR RENOVATION AND REPAIRS</td>
<td>$</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$3,422,400.00</strong></td>
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</table>
Addition to the Agenda -- Executive Session: Potential Litigation

Executive Session: Potential Litigation

Motion was made by Mayor Pro-Tem Harvey Walker, Jr.
That this Mayor and Council now enter into closed session as allowed by Chapter 14 of
Title 50 of the Georgia Code and pursuant to advice by the City Attorney, for the purpose
of discussing the following: potential litigation. Motion was seconded by: Councilwoman
Teresa Doster. Motion Approved.

Those voting in favor of the motion for closure: Council Members Harvey Walker, Jr, Alvin Butts,
Teresa Doster, James A. Gorley, Charley R. Haley, William Mangum and Janie Reid. Motion
carried by a unanimous vote of 7-0.

Motion was made by Mayor Pro-Tem Walker and seconded by Councilman Gorley to return to Open
Session. Motion carried by a vote of 7-0.

Motion was made by Councilman Walker and seconded by Councilman Gorley that the
following resolution be accepted and approved. Motion carried by a unanimous vote of
7-0.

Resolution by the Council of the City of Eatonton, Georgia

BE IT RESOLVED by the Eatonton City Council as follows: At the meeting held on the 26th day
of July 2018, the Council entered into executive session for the purpose of discussing potential
litigation. At the close of the discussions upon this subject, the Council did vote to re-enter into
open session and herewith takes the following action in open session:

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

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

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

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

Approved this 26th day of July 2018

Attest

__________________________
City Clerk

__________________________
Walter C. Rocker, Jr. Mayor
Open Session
In Open Session, motion was made by Councilwoman Doster and seconded by Mayor Pro-Tem Walker to approve and authorize the Mayor to sign the SPLOST#9 Intergovernmental Agreement as modified and approved by the City and County Attorneys. Motion carried by a unanimous vote of 7-0.

Motion was made by Councilwoman Doster and seconded by Mayor-Pro-Tem Walker to approve and authorize the Mayor to sign the Service Delivery Intergovernmental Agreements between the City of Eatonton and Putnam County Board of Commissioners as modified by the County’s Attorney and received and approved by the City’s Attorney for the provision and funding of Senior Center Services, Planning and Development Services, Library Services, Fire and Rescue Services, Animal Control Services, and Solid Waste Disposal. Motion carried by a unanimous vote of 7-0.

Mayor Rocker asked if there was any other business to be conducted for the good of the City. There being none, motion was made by Councilman Haley and seconded by Mayor Pro-Tem Walker to adjourn. Motion carried by a unanimous vote of 7-0. Meeting adjourned at 10:15 PM.

Walter C. Rocker, Jr., Mayor

ATTEST:

Sarah E. Abrams, City Clerk
CITY OF EATONTON

Before an officer duly authorized to administer oaths appeared Mayor Walter C. Rocker, Jr., who, after being duly sworn, deposes and on oath states the following:

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

(2) Pursuant to my duties as Mayor, I was the presiding officer of a meeting of the Eatonton City Council held on the 26th day of July 2018. A portion of said meeting was closed to the public.

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

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

(4) The subject matter of said meeting, or the closed portion thereof, was devoted to matters within exceptions to public disclosure provided by law. Those specific relevant exceptions are identified as follows: Meeting closed to discuss: Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or be brought by or against the agency or any officer or employee may be directly involved and the matter discussed was potential litigation.

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

This 26th day of July 2018

Mayor Walter C. Rocker, Jr.

Sworn to and subscribed before me

This ____ day of ______. ______

Notary Public
Downtown Eatonton

Revitalizing Our Downtown

P.O. Box 4384 Eatonton, GA 30214  706.749.9150
A 501-c-3 Non-Profit Corp. Designated by the Georgia Dept. of Community Affairs for the City & County

Report for City Council Meeting Tuesday August 7 2018 - July 2018 Recap

Organization

Main Street Director/Project Manager attended the Region 6 Managers Meeting in Perry.

Main Street Director/Project Manager is in touch with Vizitech USA about a new website.

Promotions

The Briar Patch Arts and Crafts Festival is now being advertised on various online and social media portals. Exhibitor applications are beginning to arrive. Main Street is continuing to seek partnerships for this event as well as Sponsors.

I met with Kaitlyn Gomez from Fairway Advertising about having a short term billboard on Highway 441 advertising the Briar Patch Arts and Crafts Festival and then a long term billboard advertising entrance ways to Downtown Eatonton facing North (Madison).

Design

Façade grant applications that have been distributed but have yet to be received from Bernard’s Family Funeral Care, Frilli Frocks Formals Boutique, La Rosa and Heaven’s Gate Bookstore and Gifts.

Economic Vitality

Southern Unique is in the processing of moving from W. Marion St. to N. Jefferson Ave.

The Eatonton Cotton Warehouse has closed its doors and is now up for sale.

114 N. Jefferson Ave. containing Smith’s Coastal Grill is for sale at $142,000.

104 N. Jefferson Ave. the China Chef building was sold for $95,000 on June 7 2018.

Summary

July has seen a downtown in retail spending due perhaps to money being spent on school supplies for the new school year. I have conferred with other Main Street Managers and this lack of spending appears to be throughout Georgia not just located in Eatonton.

I have heard rumors that both the Budget Inn and Southern Delight Cafeteria have closed when they are in fact both open and trading. The same rumor has also been talked about Southern Unique even though they are moving from one location in the courthouse square to another. I am concerned that these rumors are hurting viable businesses and may contribute to their demise if they are not addressed.
RESOLUTION

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

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

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

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

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

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

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

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 7th day of August, 2018.

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

ATTEST:

__________________________
Clerk, City of Eatonton, Georgia
1. Legal Name of Home Energy Supplier: 

2. List all alias names or prior business names used: 

3. Mailing Address for Payments: 

4. Home Energy Supplier Email Address: 

5. Physical Address: 

6. Name of Contact Person: 

   Telephone number: 
   Email Address: 
   Fax: 

7. Home Energy Supplier, EIN or IRS Tax Number: 

8. Type of Utilities/Fuel Dealer: 
   - [ ] Natural Gas   - [ ] Electricity   - [ ] Wood 
   - [ ] LP/Bottle Gas - [ ] Fuel Oil      - [ ] Coal/Coke 

9. Atlanta Gas Light/Southern Company Provider: [ ] Yes [ ] No
CHECK EACH COUNTY SERVED BY THIS COMPANY

|___STATEWIDE___|
|001_Appling | 002_Atkinson | 003_Bacon | 004_Baker | 005_Baldwin | 006_Banks | 007_Barrow | 008_Bartow | 009_Ben Hill | 010_Berrien | 011_Bibb | 012_Bleckley | 013_Brantley | 014_Brooks | 015_Bryan | 016_Bulloch | 017_Burke | 018_Butts | 019_Calhoun | 020_Camden | 021_Candler | 022_Carroll | 023_Catoosa | 024_Chariton | 025_Chatham | 026_Chattahoochee | 027_Chattanooga | 028_Chehokee | 029_Clark | 030_Clay | 031_Clanton | 032_Clinch | 033_Cobb | 034_Coffee | 035_Colquitt | 036_Columbia | 037_Cook | 038_Coweta | 039_Crawford | 040_Crisp |

Failure to identify all counties served may result in the issuance of a payment to the applicant.
In order to participate in the State of Georgia Low Income Home Energy Assistance Program (LIHEAP), ______________________________ hereby agrees:

(Name of Home Energy Supplier)

1. To charge the eligible household, in the normal billing process, the difference between the actual cost of home energy and the amount of payment made by the Community Action Agency administering the LIHEAP Program (LIHEAP Statute 2605(b)(7));

2. That any agreement entered into between a Home Energy Supplier and an eligible household receiving assistance under LIHEAP will contain provisions to assure that no eligible household will be treated adversely, because of such assistance, under applicable provisions of State law or public requirements (LIHEAP Statute 2605(b)(7));

3. Not to discriminate, either in the cost of the goods supplied or the service provided, against a eligible household on whose behalf payments are made (LIHEAP Statute 2605(b)(7)).

4. That the entire LIHEAP payment will be credited to the current eligible household account for which the application has been made 10 (ten) business days upon receipt of the payment, regardless of whether the LIHEAP payment results in a credit balance on the account. The entire LIHEAP payment must be applied to the eligible household’s actual fuel cost. Failure to comply will result in the suspension of direct payments to the home energy supplier.

   ▪ In those instances where the Home Energy Supplier provides multiple utility services, the Home Energy Supplier will ensure that the LIHEAP payment is credited only toward the energy portion of the account and not applied to other services such as water, sewer, garbage, phone, etc. Home Energy Suppliers must list the credited LIHEAP payment on the eligible household’s bill, invoice or statement denoting that the bill has been paid.

   ▪ Payments may be used only for approved home heating products for the eligible households own use and not for any other non-heating related charges. The credit shall be no less than the full amount of the payment made by LIHEAP on behalf of each eligible household.

5. When notified that the household has been approved for a LIHEAP benefit via an official pledge or stop disconnection order by the Community Action Agency, the Home Energy Supplier must either establish service, restore service, prevent disconnection or deliver fuel. Prepaid or Pay-As-You-Go customers must be given a fourteen-day disconnection grace period whereby the Home Energy Supplier agrees to prevent disconnection and/or restore service at the time the Home Energy Supplier receives the pledge or stop disconnection order from the Community Action Agency.
6. If the account is closed at the time the payment is received and the payment results in a credit balance, then a refund must be made (a) payable to the applicant (person applying for LIHEAP benefits) if the applicant has moved, or (b) payable to a surviving household member if the applicant is deceased. If a credit exists on the account and (a) the applicant has moved and cannot be located, or (b) the applicant is deceased and there are no surviving household members, then a refund should be made payable to the Community Action Agency that issued the payment. All refunds returned to the Community Action Agency must include the applicant's name, address, and the last four digits of the social security number for reference on the check or refund letter.

7. Upon notification by the Community Action Agency that the payment is a duplicate or was sent in error, the payment must be returned.

   - A refund check must be made payable to the Community Action Agency that issued the check. Do not return the entire check. Refund only the payment that was a duplicate or the payment that was sent in error.

   - The refund must be returned to the Community Action Agency within 10 business days of the notification from the Community Action Agency.

8. Upon notification from the customer (person receiving services from LIHEAP) or the Community Action Agency that a payment has been posted to the wrong account, the payment must be credited to the correct account within 5 business days.

9. The Home Energy Supplier shall provide, at no cost to LIHEAP or the customer, and within 30 calendar days from the State's request, a record of annual energy consumption in dollars and units of fuel/product, amount and cost of fuel used for LIHEAP households, payment frequency and history, disconnection information, and arrearage amounts or such other data as the state determines is reasonably necessary. If the customer has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports. To provide data on actual costs and energy consumption (delivery) for eligible households receiving payment under LIHEAP upon receipt of a document from the Community Action Agency administering LIHEAP certifying that selected eligible households have provided a written authorization for the supplier to release such data;

Division of Family and Children Services
Low Income Home Energy Assistance Program
2 Peachtree Street, N.W., 21st Floor, Room 276
Atlanta, Georgia, 30303-3180
The Community Action Agency agrees to secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household’s account with the Home Energy Supplier. The Community Action Agency represents and warrants to the Home Energy Supplier that it has obtained an Authorization for Release of General and/or Confidential Information (a "Release") from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHEAP, and that the Release authorizes any utility service provider, including the Home Energy Supplier, that participates in LIHEAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty-four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Energy Supplier if any applicant for benefits under LIHEAP at any time declines to authorize the Home Energy Supplier to disclose such information to the Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Energy Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Energy Supplier from any and all losses, costs, damages or expenses incurred by the Home Energy Supplier (including, but not limited to, reasonable attorneys’ fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Energy Supplier’s participation in LIHEAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

Notwithstanding the foregoing, the Georgia Department of Human Services (DHS), and the Georgia Division of Family and Children Services do not indemnify and/or hold harmless neither the Home Energy Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims.
Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Energy Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Energy Supplier, or on the Home Energy supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Energy Provider (collectively, the "indemnity Claims").

This indemnification extends to the successors and assigns of the Home Energy Provider, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Energy Provider.

The Home Energy Provider shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon indemnitees unless expressly approved by the Indemnitees.

10. For the purpose of monitoring compliance with this agreement and LIHEAP program compliance, the Home Energy Supplier agrees to allow representatives of the Community Action Agency and the State access to all account information for the LIHEAP recipients.

11. That no person shall, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity funded in whole or part with funds made available under this subpart (LIHEAP Statute Section 2606 (a)). Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1976 or with respect of an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such Program or activity.

12. To follow established home energy supplier policies and procedures with regard to notice of termination of service and negotiations for paying past due accounts.

13. To notify the State and the Community Action Agency any changes in the Home Energy Supplier's name, address, telephone number or program contact person within 10 business days of the change.
14. To notify the State and the Community Action Agency of mergers and/or acquisitions and major system changes that affect account processing. Mergers and acquisitions may affect the Home Energy Supplier’s policies and service areas. A new vendor agreement reflecting such policy and service area changes must be submitted to the division within 10 business days of the change.

Only one agreement is required from companies that have several branch offices.

GEORGIA DEPARTMENT OF HUMAN SERVICES,
DIVISION OF FAMILY AND CHILDREN SERVICES

By: _________________________________
   Director, Georgia Division of Family and Children Services

Date: _______________________________

Home Energy Supplier: _______________________________

By: _________________________________
Name: _______________________________
Title: _______________________________
Date: _______________________________
List of All Local Offices:

1. Home Energy Supplier Name: __________________________
   Contact Person: __________________________
   Address: __________________________
   Email Address: __________________________
   Telephone number: __________________________
   EIN or TAX Number: __________________________

2. Home Energy Supplier Name: __________________________
   Contact Person: __________________________
   Address: __________________________
   Email Address: __________________________
   Telephone Number: __________________________
   EIN or TAX Number: __________________________

3. Home Energy Supplier Name: __________________________
   Contact Person: __________________________
   Address: __________________________
   Email Address: __________________________
   Telephone Number: __________________________
   EIN or TAX Number: __________________________

4. Home Energy Supplier Name: __________________________
   Contact Person: __________________________
   Address: __________________________
   Email: __________________________
   Telephone Number: __________________________
   EIN or TAX Number: __________________________

5. Home Energy Supplier Name: __________________________
   Contact Person: __________________________
   Address: __________________________
   Email: __________________________
   Telephone Number: __________________________
   EIN or TAX Number: __________________________
Return Original to:

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

A RESOLUTION by the Council of the City of Eatonton, Georgia, to ratify the action of the Mayor in signing a work detail agreement with the Georgia Department of Corrections for 2018 – 2019 and for other purposes.

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

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

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

WHEREAS, the Georgia Department of Corrections offered an updated contract to the City of Eatonton to reinstate a second inmate work detail for State Fiscal Year 2019 to become effective on August 1, 2018; and

WHEREAS, the effective date of the agreement was such that immediate action was necessary; and

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

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

THE ACTION OF THE MAYOR OF THE CITY OF EATONTON IN SIGNING AN UPDATED 2019 WORK DETAIL AGREEMENT WITH THE GEORGIA DEPARTMENT OF CORRECTIONS TO REINSTATE A SECOND INMATE WORK DETAIL IS HEREBY RATIFIED.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 7th day of August, 2018.

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

ATTEST:

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

THIS AGREEMENT is entered into this 1st day of July, 2018, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and City of Eatonton, a department, agency or political subdivision of the State of Georgia (“Governmental Entity”),

WITNESSETH:

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

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

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

1. Term of Agreement. The term of this Agreement shall be from July 1, 2018 until 11:59 p.m. on June 30, 2019 (“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.

2. Scope of Services. From July 1 through July 31, 2018, Department agrees to provide Governmental Entity with one (1) Offender work detail. Effective August 1, 2018, Department agrees to provide Governmental Entity with two (2) Offender work detail(s). Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.

3. Prohibited Contact And Dealings With Offenders.

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

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

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

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

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

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

6. **Compensation.** Governmental Entity agrees to pay Department the sum of Seventy-Five Thousand Seven Hundred Eight Dollars and Thirty-Three Cents ($75,708.33) per year for the Term of this Agreement. This amount reflects the regular fee of Seventy-Nine Thousand Dollars ($79,000.00) for two (2) Offender work details less the amount for one (1) detail for one (1) month as provided in Paragraph 2, supra. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal
Term, compensation due to Department shall be reduced by One Hundred Eighty Nine Dollars and Ninety Cents ($189.90). Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. If the detail does not go out because the Governmental Entity is not able to provide transportation, or at the request of the Governmental Entity, the Governmental Entity is responsible for paying the full rate for that day. Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

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

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

   **If to Governmental Entity:**
   - City of Eatonton
   - Walter C. Rocker, Jr.
   - P.O. Box 3820
   - Eatonton, Georgia 31024

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

   **With a copy to:**
   - Hancock State Prison
   - Attn: Vera Harden
   - P.O. Box 339
   - Sparta, GA 31087

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

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

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

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

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

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

GEORGIA DEPARTMENT OF CORRECTIONS:

By: ________________________________
   Jennifer Ammons
   General Counsel

GOVERNMENTAL ENTITY:

By: ________________________________
   [Signature]
   Print Name: Walker C. Rosser, Jr.
   Title: Mayor

FACILITY WARDEN/SUPERINTENDENT

By: ________________________________
   [Signature]
   Print Name: [Signature]
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to apply for a Safety and Liability Management Grant offered by the Georgia Municipal Association and for other purposes.

WHEREAS, the Georgia Municipal Association provides a Safety and Liability Management Grant to member cities to provide a financial incentive to members when improving employee safety and general public liability loss control; and

WHEREAS, the City of Eatonton desires to improve its employee safety training and to provide safety equipment for its employees which will improve safety for the employees and general public alike.

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 make application for the 2018 Safety and Liability Management Grants offered by the Georgia Municipal Association. Additionally, the Mayor is authorized to sign contracts, letters, and such supporting and collateral material as shall be necessary for the proper application, receipt, and implementation of such grant as may be required.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 7th day of August, 2018.

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

ATTEST:

Clerk, City of Eatonton, Georgia
Grant Year 2/18 - 10/18

Safety & Liability Management Grant Program for Members of GMA’s Risk Management Programs

The Georgia Municipal Association’s Risk Management Programs have established this Safety and Liability Management Grant Program. The program is offered ONLY to members of GMA’s property and liability fund (GIRMA) and GMA’s workers’ compensation fund (GMA WCSIF).

The program works to provide a financial incentive to assist members in improving their employee safety and general public liability loss control efforts through the purchase of training, equipment, or services. Examples of eligible requests include purchasing training videos, seminar fees for safety or liability related programs, departmental accreditation or certification fees and expenses, body armor for law enforcement, reflective vests/garments and confined space entry or retrieval equipment. A more complete listing of eligible grant requests can be located on page four of this brochure.

Participant Eligibility

To be eligible for a grant, a member must meet the following criteria:

Current in payment of contributions and fees.
- Participation by any member employee in at least one LGRMS sponsored training program within the past year of the grant request.
- If applicable, current in response to recommendations made by LGRMS during an on-site visit.
- Designation of a specific person as the member Safety Coordinator.
  NOTE: The designated Safety Coordinator is expected to attend Introduction to Local government Safety Coordinator Modules 1, 2, & 3. We look back a year from the application to see if the required course has been completed.
- Show proof of a written policy on holding safety meetings/training. A minimum of one per quarter is required.
  NOTE: This policy must be signed by the Mayor and City Administrator/Manager for cities or Executive Director for authorities. The meetings requirement can be met through meetings involving safety committees, employee training sessions or departmental heads meeting to discuss safety topics. The safety training sessions may involve related video presentations, instructional safety talks or open discussions on safety issues. The city’s designated Safety Coordinator should be involved with this commitment. If your written policy was approved in the previous year, you will not need to resubmit the written policy, but you will need to submit verification that meetings took place.
- Show proof of a written policy on requiring a minimum of two safety self-inspections per year. A minimum of one every six months is required.
  NOTE: This policy must be signed by the Mayor and City Administrator/Manager for cities or Executive Director for authorities. Self-inspection forms are available as part of Safety Coordinator training sessions and a sample form is available on the LGRMS website, www.lgrms.com. You will not need to resubmit the written policy if approved the previous year, but you will need to submit proof of inspections each year.
- Show proof the Safety Meeting/Training Policy and the Self-Inspection Policy mentioned above have been implemented. This can be copies of meeting minutes, sign-in sheets showing the topic of any safety training program, and completed self-inspection forms.
- Show proof there is a written mandatory Seat Belt Usage Policy signed by the current Mayor and City Administrator/Manager for any city or the Executive Director for any authority. This policy should apply to anyone conducting city/authority business that is riding in or driving owned/operated vehicles or operating construction equipment equipped with seat belts. You will need to provide a description of how this policy was distributed to all employees.
- Only for those members with premiums over $100,000. Show proof that the member’s leadership and safety team have reviewed applicable loss trends over the last five years and developed goals and associated action plans to address those trends. Safety Action Plan instructions and templates are available from your Loss Control Field Representative, at www.lgrms.com, and will be distributed electronically with this grant application.
The grant will pay 100% for all approved items according to the schedule below:

<table>
<thead>
<tr>
<th>Premium Level</th>
<th>Grant Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premiums of $200,000+</td>
<td>$10,000</td>
</tr>
<tr>
<td>Premiums between $60,000 &amp; $200,000</td>
<td>5% of premium</td>
</tr>
<tr>
<td>Premiums between $6,000 &amp; $60,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>Premiums between $1,000 &amp; $6,000</td>
<td>50% of premium</td>
</tr>
<tr>
<td>Premiums of less than $1,000</td>
<td>$500</td>
</tr>
</tbody>
</table>

The Grant is available through both GMA WCF and GIRMA, so members participating in both may apply for two separate grants.

- The GIRMA grant will also reimburse 50% of the cost. HR Express and 25% of cost if in a Box. No supporting documentation required.
  - HR Express is designed to help cities stay informed and compliant with numerous human resources laws and regulations.
  - IT in a Box is designed to help cities take proactive action against cybersecurity risks by deploying modern up-to-date technology, policies, and best practices.
- A documented mandatory use guideline or SOP signed by the department head and either the Mayor, top Administrator, or Executive Director must be included for each safety equipment request. This is generally required for types of equipment such as respirators, AED’s, trenching equipment, confined space apparatus, body armor, body cameras, etc.
- Grant funds will be distributed on a first come, first approved basis until all eligible funds have been expended.
- The purchase must be made during the current calendar year that runs from 1/1 to 12/31.
- The review of 2018 grant applications will begin 2/1/18. All grant applications must be received or postmarked before 10/31/18.
  - Please avoid submitting multiple grant applications.
  - The grant request must be signed by the Mayor or top Administrator for cities or the Executive Director for all other organizations.

**Procedures to Request Grant Money**

- Determine you have a need that fits the intent of the grant program.
- Determine all requirements have been met. Please see enclosed checklist.
- Complete the application.
- Gather the necessary documentation to include the following:
  - Copy of the properly signed mandatory use policy or SOP for any equipment purchase.
  - Copy of a purchase order or list of items with expected cost if considering a purchase.
  - Copy of a paid invoice or receipt if purchase has already been made.
  - Copies of the written policies for the required safety meetings/training, self-inspections, and seat belt usage policy. Please include any required proof of meetings, self-inspections, and seat belt usage policy training or distribution.
- Submit the completed application, along with documentation, to LGRMS, 3500 Parkway Lane, Suite 110, Norcross, Georgia 30092. You may also scan and email to lgrmadmin@lgrms.com or Dan Beck at dbeck@lgrms.com.
  - Wait to receive a confirmation, denial or a request for additional information.
  - Grant funds will be released upon final receipt of paid invoice/bill.
  - If additional information is requested, gather the information and return it to LGRMS.

**Program Administration**

Each submitted grant request will be subject to approval by a committee made up of the Deputy Executive Director (RMHIS), the Director of Risk Management Services, and the Director of LGRMS with input from the appropriate LGRMS Field representative. Priority will be given to grant requests that have direct impact on employee safety or reduction of liability exposures. The Committee will have final determination whether a grant request meets the overall intent of the program. Each fully completed request will be logged into the master list of requests and processed in the order received. Incomplete requests will not be recorded into the master list until all necessary documentation has been received. All requests will be acknowledged as to whether it has been approved, not approved, or partially approved. Funds will only be dispensed after final documentation has been received for the necessary approved purchase or expense. Any grant requests received after all funds have been depleted will be returned to the member.

**Grant Process Time** (Average payment processed in 3 to 4 months)

- LGRMS receives your grant application, identifies any issues with your documentation, and sends the member an acknowledgement e-mail with any needed documentation. This will usually take 2 to 6 weeks.
- LGRMS will review your application with the GWA Grant Board. This Board will either approve or decline the items you have requested. This will usually take an additional 2 to 6 weeks.
- LGRMS will then send the member an e-mail indicating the items approved for the grant.
- The member will then purchase the items requested and send LGRMS the proof of purchase documentation. Once received, it will usually take 2 to 6 weeks to deliver your check.
RESOLUTION

A RESOLUTION to adopt an update to the Alcohol Misuse Prevention and Anti-Drug Plans for municipal gas utility workers and for other purposes.

WHEREAS, the City of Eatonton is a gas pipeline operator as identified by federal and state law; and

WHEREAS, the City of Eatonton is a member of the Municipal Gas Authority of Georgia and is a subscriber to the regulatory compliance services offered by such agency; and

WHEREAS, 49 CFR Part 40, Part 199, and others set forth testing criteria and actions for gas pipeline operators to follow in terms of alcohol and drug misuse and abuse; and

WHEREAS, the Municipal Gas Authority of Georgia has designed compliance documents, manuals, and policies to assure that regulatory service subscribers are in compliance with such regulations; and

WHEREAS, the Municipal Gas Authority of Georgia has incorporated required updates into such documents, manuals, and policies as required by the Pipeline and Hazardous Materials Safety Administration.

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

THE CITY OF EATONTON, GEORGIA HEREBY ADOPTS THE 2018 UPDATE TO THE ALCOHOL MISUSE PREVENTION AND ANTI-DRUG PLANS/SIFDA 2 VERSION 2.1.13 PROVIDED TO THE CITY BY THE MUNICIPAL GAS AUTHORITY OF GEORGIA'S SUBSCRIBED REGULATORY COMPLIANCE SERVICE DIVISION.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 7th day of August, 2018.

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

ATTEST:

Clerk, City of Eatonton, Georgia
PHMSA Changes Random Drug Testing Rate

While the minimum annual random drug testing rate was 25 percent of all covered employees for calendar year 2017, paragraph 49 CFR 199.105(c)(4) requires the Administrator to raise the minimum annual random drug testing rate from 25 percent to 50 percent of all covered employees when the data obtained from the Management Information System (MIS) reports required by §199.119(a) indicate the positive test rate is equal to or greater than 1 percent. In calendar year 2016, the random drug test positive rate was greater than 1 percent.

Therefore, the PHMSA minimum annual random drug testing rate shall be 50 percent of all covered employees for calendar year 2018.

SIFDA 2 has been updated to address the following issues.

On January 1, 2018 numerous changes to Part 199 became effective affecting our drug and alcohol plan tool.

You will need to regenerate your Written Plan to incorporate these changes.

Changes were made to the following sections:

• Chapter 1. Definitions
• Chapter 3. Introduction to Anti-Drug Plan
  o 3.9. Release of Information to Additional Parties
• Appendix G. Collection Sites, Forms, Equipment and Supplies Used in DOT Urine Collections (Subpart D)
  o §40.45 What form is used to document a DOT urine collection?
• Appendix J. Problems in Drug Tests (Subpart J)
  o §40.193 What happens when an employee does not provide a sufficient amount of urine for a drug test?
  o §40.199 What problems always cause a drug test to be cancelled?
  o §40.203 What problems cause a drug test to be cancelled unless they are corrected?
  o §40.210 Are drug tests other than urine permitted under the regulations?
• Appendix K. Substance Abuse Professionals and the Return to Duty Process (Subpart O)
  o §40.281 Who is qualified to act as a SAP?
• Appendix L. Urine Collection Personnel (Subpart C)
§40.33 What training requirements must a collector meet?

§40.37 Where is other information on the role of collectors found in this regulation?

Appendix M. Medical Review Officers and the Verification Process (Subpart G)

§40.121 Who is qualified to act as an MRO?

§40.123 What are the MRO's responsibilities in the DOT drug testing program?

§40.135 What does the MRO tell the employee at the beginning of the verification process?

§40.137 On what basis does the MRO verify test results involving marijuana, cocaine, amphetamines, semi-synthetic opioids, or PCP?

§40.139 On what basis does the MRO verify test results involving 6-acetylmorphine, codeine and morphine?

§40.141 How does the MRO obtain information for the verification decision?

§40.162 What must MROs do with multiple verified results for the same testing event?

§40.169 Where is other information concerning the role of MROs and the verification process found in this regulation?

Appendix O. Drug Testing Laboratories (Subpart F)

§40.83 How do laboratories process incoming specimens?

§40.85 What drugs do laboratories test for?

§40.87 What are the cutoff concentrations for drug tests?

§40.103 What are the requirements for submitting blind specimens to a laboratory? - REMOVED

§40.105 What happens if the laboratory reports a result different from that expected for a blind specimen? - REMOVED

Appendix Q. Urine Specimen Collections (Subpart E)

§40.67 When and how is a directly observed collection conducted?

Appendix U. Training Requirements for STT and BAT (Subpart J)

§40.213 What training requirements must STTs and BATs meet?

Appendix V. Testing Sites, Forms, Equipment and Supplies Used in Alcohol Testing (Subpart K)

§40.225 What form is used for an alcohol test?

§40.229 What devices are used to conduct alcohol screening tests?

§40.231 What devices are used to conduct alcohol confirmation tests?

§40.233 What are the requirements for proper use and care of EBTs?
§40.235 What are the requirements for proper use and care of ASDs?

- Appendix FF. Public Interest Exclusions (Subpart R)


- §40.365 What is the Department's policy concerning starting a PIE proceeding?

- §40.401 How does the Department notify employers and the public about a PIE?

- Appendix GG. Split Specimen Tests (Subpart H)

- §§40.171, 173, 175, 177, 179, 181, 183, 185, 187 - RENUMBERED

- §40.189 Where is other information concerning split specimens found in this regulation?
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>Vermeer BC1000XL Chipper</td>
</tr>
<tr>
<td>1</td>
<td>Accuturn 3500 Tire Changer</td>
</tr>
<tr>
<td>1</td>
<td>2007 Mercury Grand Marquis VIN# 2MEFM75V67X628554</td>
</tr>
<tr>
<td>1</td>
<td>1991 Ford Club Wagon E350 Super VIN# 1FBJS31M4MHB21997</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 7th day of August, 2018.

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

ATTEST:

__________________________
Clerk, City of Eatonton, Georgia