

City of Guyton, Georgia
CITY COUNCIL MEETING
January 10, 2023 at 7:00 P.M.



C.D. Dean, Jr., Public Safety Complex
GUYTON GYMNASIUM
505 Magnolia Street
Guyton, GA 31312

AGENDA

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Consideration to Approve the Agenda**
4. **Consideration to Approve Minutes of Meetings**

December 13, 2022 City Council Meeting
5. **Reports from Staff or Committees**

Police Department	Joseph Coppola
Fire Department	Clint Hodges
City Clerk	Matthew Walker
Public Works/Water/Sewer	EOM
Planning and Zoning	Lon Harden
Industrial Development	Lon Harden
Historical Commission	Lucy Powell
Leisure Services	Lula Seabrooks
Hospital Authority	Tamela Mydell
Library Board	Jim Odum
Chamber of Commerce	Hursula Pelote
Audit	Matthew Caines
6. **Public Comments (will be limited to Agenda Items only)**
7. **Old Business**
 - a. Consideration to ratify the City Council's Cost of Living Adjustment payroll decision from its regular December 13, 2022 meeting
8. **New Business**
 - a. First reading of Ordinance 2023-01 authorizing the Board of Elections and Registration of Effingham County to conduct the City of Guyton's Municipal Elections to occur during the 2023 elections cycle
 - b. Consideration to approve Resolution 2023-01 authorizing the signature of the Intergovernmental Agreement to conduct Municipal Elections

- c. Consideration to approve Resolution 2023-02 awarding the 2022 Guyton Street Improvements contract award to McLendon Enterprises, Inc. in the amount of \$378,825.39
- d. Consideration to approve Resolution 2023-03 to impose a temporary moratorium on the acceptance of applications related to manufactured homes and mobile homes within the municipal boundaries of the City of Guyton, GA
- e. Consideration to approve Seniors in the Know Event

9. Dates to Remember

- a. Monday, January 16, 2023 – City Hall Closed for Martin Luther King, Jr. Day
- b. Monday, January 16, 2023 at 7:30am – Homer L. Wallace Unity Breakfast, Effingham County Recreation Department, Hwy 119, Springfield, GA 31329
- c. Monday, January 16, 2023 at 10:00am – Martin Luther King, Jr. Day Parade, Laurel Street, Springfield, GA 31329
- d. Tuesday, January 24, 2023 at 7:00pm – Planning and Zoning Public Hearing and Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- e. Tuesday, February 14, 2023 at 7:00pm – Guyton City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

10. Consideration to move from the Regular Meeting into an Executive Session referencing Property

11. Consideration to take any action needed arising from Executive Session

12. Public Comments (will be limited to Agenda Items only)

13. Consideration to adjourn this meeting

Rules of Decorum for All Meetings

The purpose of the Rules of Decorum is to foster an atmosphere of civil and courteous discourse, even and especially when discussing contentious topics, at all meetings held by the City of Guyton.

(a) General rules applicable to all (Mayor and Council, Staff, Members of the Public)

1. Each speaker will direct his or her comments to the Mayor and or presiding officer and not to any other individual present.
2. Each speaker will refrain from personal attacks, foul or abusive language, and will maintain a civil and courteous manner and tone.
3. Each speaker will speak only about agenda items. Members of the public will be limited to 3:00 minutes speaking time.
4. Members of the audience will respect the rights of others and will not create noise or other disturbances that will disrupt or disturb persons who are addressing the Mayor and Council or Committee or Board or Commission, or members of those bodies who are speaking, or otherwise impede the orderly conduct of the meeting.

(b) Additional Rules for Members of Mayor and Council, Committees, Boards or Commissions

1. Members of Mayor and Council, Committees, Boards or Commissions will conduct themselves in a professional and respectful manner at all meetings.
2. Members of Mayor and Council, Committees, Boards or Commissions will not speak until recognized by the Mayor or presiding officer.
3. Remarks by members of Mayor and Council, Committees, Boards or Commissions will be directed to the Mayor or presiding officer and not to individuals, other Council, Committee, Board or Commission members, staff or Members of the public in attendance. Questions for staff or individuals or other Council, Committee, Board or Commission members will be directed to the Mayor or presiding officer, who will then direct the appropriate person to answer.
4. Members of Mayor and Council, Committees, Boards or Commissions are always free to criticize or question policies, positions, data or information presented. However, members of Mayor and Council, Committees, Boards or Commissions will not attack or impugn the person presenting.

(c) Enforcement

The Mayor or presiding officer has the authority to enforce each of the Rules of Decorum regarding members of the public. If any Rule is violated, the Mayor or presiding officer will give the speaker a warning, citing the Rule being violated, and telling the speaker that a second violation will result in a forfeiture of the right to speak further. The Mayor or presiding officer also may have the offending speaker removed from the meeting if the misconduct persists. The Mayor or presiding officer shall not have any power under this provision regarding a Council, Committee, Board or Commission member.



**City of Guyton
City Council Hearing and Meeting
December 13, 2022 – 7:00 p.m.**

MINUTES OF MEETING

Call to Order – The City of Guyton Council held a Council Meeting on December 13, 2022, at the City of Guyton Gymnasium, 505 Magnolia Street in Guyton. This meeting was called to order by Mayor Russ Deen at approximately 7:00 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Councilmember Joseph Lee, Councilmember Marshall Reiser, and Councilmember Hursula Pelote were present at this meeting.

Other Administrative Staff Present – City Manager Meketa H. Brown, City Accountant Matthew Caines, City Clerk Matthew Walker, and City Attorney Wes Rahn were present.

Guest Present - The guests sign-in sheets are filed in the office of the City Clerk.

Invocation – **Harden** gave the invocation.

Pledge of Allegiance – The Pledge of Allegiance was led by **Deen**.

Consideration to Approve the Agenda – **Reiser** made a motion to approve the amended agenda adding executive session relating to personnel. **Pelote** seconded the motion. **Motion passed unanimously.**

Consideration to Approve Minutes of Meetings for the November 8, 2022, Council Meeting, and for the November 22, 2022, Special Called Council Meeting – **Pelote** made a motion to approve minutes of meeting from November 8, 2022, and November 22, 2022. **Lee** seconded. **Motion passed unanimously.**

Reports from Staff or Committees

Police Department	James Breletic
Fire Department	Clint Hodges
City Clerk	Matthew Walker
Public Works/Water/Sewer	EOM
Planning and Zoning	Lon Harden
Industrial Development	Lon Harden
Historical Commission	Lucy Powell
Leisure Services	Lula Seabrooks
Library Board	Jim Odum
Chamber of Commerce	Hursula Pelote

Public Comments (will be limited to Agenda Items only) – **Theodore Hamby** discussed council retirement; **Karen Keech** discussed council retirement, budget amendment, and public comments.

Old Business

Second reading and consideration to approve Ordinance 2022-11 amending the 2021/2022 Budget – Reiser made a motion to approve Ordinance 2022-11 amending the 2021/2022 Budget. Pelote seconded. Motion passed 3-2. Lee and Johnson voted nay. Deen, Pelote, and Reiser voted aye.

New Business

Proclamation designating January 2023 as Human Trafficking Prevention Month

Consideration to approve a Preliminary Engineering Report expense for sewer expansion – Lee made a motion to approve a Preliminary Engineering Report expense for sewer expansion. Reiser seconded. Motion passed unanimously. (Deen recused himself)

Consideration to approve tree removal expense for upcoming TSPLOST projects - Johnson made a motion to approve Brinson’s Tree & Stump Removal to remove the noted trees for \$11,100.00 with an effective end date of February 1, 2023. Reiser seconded. Motion passed unanimously.

Consideration to approve an alcohol beverage license for Chirag Patel – Johnson made a motion to approve an alcohol beverage license for Chirag Patel. Lee seconded. Motion passed unanimously.

Consideration to approve 5-year vestment for Employee Retirement - Reiser made a motion to approve 5-year vestment for Employee Retirement. Johnson seconded. Motion passed unanimously.

Consideration to approve Council Retirement Plan - Johnson made a motion to approve Council Retirement Plan. Lee seconded. Motion failed. Lee and Johnson voted aye. Deen, Reiser, and Pelote voted nay.

General Government

Spray Field Update – Mayor Deen

Dates to Remember

Wednesday, December 21, 2022 from 1:00pm to 6:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Friday, December 23, 2022 and Monday, December 26, 2022 – City Hall closed for Christmas

Tuesday, January 10, 2023 at 7:00pm – Guyton City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Consideration to move from the Regular Meeting into an Executive Session referencing Personnel, Litigation, and Property – Pelote made a motion to move into Executive Session to discuss personnel, litigation, and property. Johnson seconded. Motion passed unanimously.

Consideration to take any action needed arising from Executive Session

Johnson made a motion to give \$500 Christmas Bonus to all City of Guyton employees who have not submitted a letter of resignation. Reiser seconded. Motion passed unanimously.

Johnson made a motion to give all city employees a 5% COLA pay raise starting the first pay period of 2023. **Pelote** seconded. **Motion passed unanimously.**

Public Comments (will be limited to Agenda Items only) – No public comments

Consideration to adjourn- **Reiser** made a motion to adjourn. **Pelote** seconded. **Motion passed unanimously.** Meeting adjourned at approximately **9:29** p.m.

City of Guyton

Russ Deen, Mayor

Attest:

Matthew D. Walker, City Clerk

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NUMBER 2023-01

AN ORDINANCE OF THE CITY OF GUYTON AUTHORIZING THE BOARD OF ELECTIONS AND REGISTRATION OF EFFINGHAM COUNTY TO CONDUCT THE CITY OF GUYTON’S MUNICIPAL ELECTIONS TO OCCUR DURING THE 2023 ELECTIONS CYCLE; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND RESOLUTIONS AND PARTS THEREOF IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Guyton, Georgia is authorized by O.C.G.A. §36-35-3 to adopt ordinances and resolutions relating to its property, affairs, and local government; and

WHEREAS, Section 5.15 of the Charter of the City of Guyton provides that except otherwise provided by the Charter, the City Council shall, by ordinance, prescribe such rules and regulations as it deems appropriate to fulfill any options under Chapter 2 of Title 21 of the O.C.G.A., the “Georgia Election Code”; and

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:

Section 1. Authorization of Effingham County Board of Elections and Registration to Conduct 2023 Municipal Elections. The City Council of the City of Guyton hereby authorizes the Effingham County Board of Elections and Registration to conduct the City of Guyton’s municipal elections to occur in 2023, as well as any run-off elections occurring in 2024 to determine the victor of a race originally on the November 2023 ballot, pursuant to the Intergovernmental Agreement attached hereto as Exhibit A.

Section 3. Severability. If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 4. Repealer. All ordinances and resolutions and parts thereof in conflict with this ordinance are hereby repealed.

Section 5. Effective Date. This ordinance shall become effective immediately upon its adoption, so long the City of Guyton and Effingham County have, at the time this ordinance is adopted, executed the Intergovernmental Agreement attached hereto as Exhibit A. If the City of Guyton

and Effingham County have not executed that Agreement, this Ordinance shall become effective upon its execution.

SO ORDAINED, this ____ day of _____, 2023.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Matthew D. Walker, City Clerk

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Meketa H. Brown, City Manager

**STATE OF GEORGIA
CITY OF GUYTON**

RESOLUTION # 2023-01

WHEREAS, the Mayor and Council of Guyton, Georgia (the “City”), are desirous of entering into an Intergovernmental Agreement with Effingham County, Georgia, whereby the Effingham County Board of Elections and Registration will conduct the City’s municipal elections (the “Agreement”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Agreement memorializes that Effingham County, through the Effingham County Board of Elections and Registration, shall conduct the City’s municipal elections to occur in 2023, as well as any run-off elections occurring in 2024 to determine the victor of a race originally on the November 2023 ballot; and

WHEREAS, the Agreement is not binding on the City until a vote by the Mayor and Council to enter into the Agreement; and

WHEREAS, the City of Guyton is desirous of entering into the Agreement because it is in the best interests of the citizenry of the City of Guyton.

NOW, THEREFORE, be it resolved by the Mayor and Council of Guyton, Georgia, that the Agreement is approved, and that the Hon. Russ Deen, Mayor of the City of Guyton, Georgia, is fully authorized to: (1) execute all documents necessary to memorialize the Agreement; (2) comply with the terms of the Agreement; and (3) execute all documents in conformity with the Agreement.

NOW, THEREFORE, be it resolved by the Mayor and Council of Guyton, Georgia, that the Agreement attached hereto is approved.

Adopted this ____ day of _____, 2023.

CITY OF GUYTON

Hon. Russ Deen, Mayor

ATTEST: _____
Matthew D. Walker, City Clerk

Agreement reviewed and approved by City Attorney:

OLIVER MANER LLP

Benjamin M. Perkins, Esq.

STATE OF GEORGIA
COUNTY OF EFFINGHAM

**INTERGOVERNMENTAL AGREEMENT
TO CONDUCT MUNICIPAL ELECTIONS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this _____ day of January, 2023, between the Board of Commissioners of Effingham County, Georgia (the “County”), a political subdivision of the State of Georgia with Consent of the Effingham County Board of Elections and Registration (the “Elections Board”) and the City of Guyton, Georgia (the “City”), a municipal corporation lying wholly within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct its municipal elections to occur in 2023, as well as any run-off elections occurring thereafter to determine the victor of a race originally on the November 2023 ballot; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c) and Section 5.15 of the Charter of the City of Guyton, the City may by ordinance authorize a county to conduct such election(s), and the effectiveness of this Agreement is contingent on the City adopting such an ordinance; and

WHEREAS, H.B. 705 in the 2007 session of the Georgia General Assembly created the Effingham County Board of Elections and Registration; and

WHEREAS, the Elections Board has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the Elections Board has discussed and agreed to recommend to the County that it enter into an Agreement with the City of Guyton for providing the services of the Elections Board to properly conduct municipal elections pursuant to the applicable laws of the

State of Georgia; and

NOW THEREFORE, in consideration of the following mutual obligations, the County, Elections Board, and City agree as follows:

1.

City hereby stipulates, covenants, and agrees for the Elections Board to conduct any and all municipal elections held for or in the City of Guyton, Georgia to occur in 2023, including but not limited to general, special, and runoff elections, including any run-off or other elections occurring in 2024 to determine the victor of a race originally on the November 2023 ballot, and Elections Board agrees to the same.

2.

City hereby stipulates, covenants, and agrees that the Election Board shall have complete control over the municipal elections contemplated in Section 1, except as otherwise stated in this Agreement.

3.

City stipulates, covenants, and agrees to furnish to Elections Board, in a timely manner, any and all documents necessary for Elections Board to conduct said elections including but not limited to positions subject to election and candidates for those positions.

4.

Elections Board shall review and update, with the assistance of City, if requested, the voter lists in order to have a current and certified list prior to any election.

5.

City shall provide the facilities necessary to conduct said elections in a reasonably, orderly fashion, and as may be requested by Elections Board.

6.

The City shall be responsible for all fees, costs, and expenses incurred in conducting its municipal elections on the terms and conditions set forth in this Agreement.

7.

For any municipal election covered under this Agreement that takes place concurrently with an election occurring in the County (i.e., County, state, or federal elections), the City shall reimburse the County a sum of \$3,033.49. Said sum was determined by taking the cost per voter to run the most recent municipal election (\$6.15), multiplied by the number of registered voters

in the City (1,973 then multiplied by 0.25 (25% of the Cost to the City, and 75% to the County). If this Agreement is renewed in accordance with Section 15 herein, the sum the City shall reimburse the County for running a municipal election concurrently with a county election shall be determined by multiplying the cost per voter to run the most recent municipal election by the number of registered voters in the City at the beginning of the new term. The City shall have the right to review, upon written request, the data regarding cost per voter upon which the County's cost per voter number is based.

8.

For any municipal election covered under this Agreement that does not take place concurrently with an election occurring in the County, the City shall reimburse the County for any regular time and overtime worked by the election staff and any time worked by any other personnel that is related to that election(s). The County shall have sole discretion to determine if work is related to such election(s), and the County's determination in that regard shall be conclusive and binding on all parties to this Agreement. Where the County conducts a municipal election covered under this Agreement that does not take place concurrently with a County election, the City shall also reimburse the County for the following election expenses to include but not be limited to:

- (i) Salaries/Overtime of Elections Department Staff;
- (ii) Newspaper advertisements and notices;
- (iii) Early/Advanced voting Poll worker salaries, training, lunches and Manager Pickup;
- (iv) Election Day Poll worker salaries, training, and lunches;
- (v) Postage;
- (vi) Equipment Delivery/Pickup;
- (vii) Ballots;
- (viii) Logic and Accuracy Testing;
- (ix) Equipment Repair;
- (x) Polling Location Rentals.

9.

The County shall provide the City with an invoice for the fees, costs, and expenses at the conclusion of each election the County conducts under this Agreement and the City shall pay said invoice in full within thirty (30) days.

10.

In the event that there is no general municipal election for any reason in 2023 (for example, if there is only one candidate qualified for each seat), then none of the costs, expenses, or fees in Sections 7 or 8 of this Agreement shall be incurred or payable.

11.

The County Director of Elections & Registration shall be responsible for providing services in certifying results to the Secretary of State's office.

12.

The Election Board's election personnel, as necessary and appropriate as determined by the County Director of Elections and Registration, shall be sworn in as election superintendents for the City and shall conduct all aspects of the election except for filing notices of candidacy and affidavits and any other ethics filings, which will be handled by the City Clerk acting as election superintendent for qualifying. All elections will be conducted using whichever method the Board deems appropriate based on each election. Early voting (both in-person and by mail) for all elections shall take place at the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia. Further, the City shall not accept any absentee ballots or absentee ballot applications from any voters. The City shall direct any voter with an absentee ballot or who desires to obtain an absentee ballot to the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia.

13.

13.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and the County Director Elections and Registration in connection with any municipal election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

13.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested municipal election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and the County Director of Elections and Registration in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a municipal election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

13.3 To the extent allowed by law, the City agrees to defend and hold harmless the County and

Elections Board with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

13.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

13.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

13.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

13.7 In the event that a city law, ordinance, or code pertaining to the administration of the election directly contradicts or makes more/less strict a portion of the State of Georgia's Election Code (O.C.G.A. Title 21), then the County shall only be responsible for enforcing the requirements set forth in O.C.G.A. Title 21.

14.

14.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

14.2 All Elections Board personnel assigned under this Agreement are and will continue to be part of the Effingham County Department of Elections and Registration and under the supervision of the Director.

14.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

15.

This Agreement shall be effective upon the City's adoption of an ordinance authorizing the City to enter into this Agreement. If the City fails to adopt such an ordinance within a time frame that would reasonably allow the Elections Board to conduct the City's general election to occur in November 2023, this Agreement shall be null and void and have no force and effect. If the City successfully adopts such an ordinance within a time frame that would reasonably allow

the Elections Board to conduct the City's general election to occur in November 2023, this Agreement shall have a one-year term from the Effective Date of this Agreement. This Agreement shall automatically renew itself upon the end of the term unless either party to this Agreement gives the other at least 90 days' written notice from the end of the term that such party intends to not renew the Agreement.

16.

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Notices to the Elections Board shall be sent to the following address:

Effingham County Board of Elections and Registration
Attn: Director of Elections and Registration
284 GA Highway 119 S
Springfield, GA 31329

Notices to the County shall be sent to the following address:

Board of Commissioners of Effingham County
Attn: County Manager
601 N. Laurel St.
Springfield, GA 31329

Notices to the City shall be sent to the following address:

City of Guyton
Attn: City Manager
310 Central Boulevard
Guyton, GA 31312

17.

City hereby stipulates, covenants, and agrees to be responsible for obtaining any clearance for the Justice Department which may be needed prior to any elections being conducted by Elections Board, and City further hereby stipulates, covenants, and agrees to be responsible for compliance with the rules or regulations of any other governmental agency which may be applicable as a result of this Agreement.

18.

Neither party shall assign any of the obligations or benefits of this Agreement.

19.

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City, the County, or the Elections Board. All parties must sign any subsequent changes in the Agreement.

20.

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Effingham County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

21.

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

22.

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

23.

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof.

The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

24.

Further, the Effingham County Board of Elections and Registration has reviewed and approved this Agreement and has authorized its Chairman and its Director of Elections and Registration to execute any ancillary documents required to conduct the municipal election.

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year first above written.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley M. Corbitt, Chairman

Attest: _____
Stephanie Johnson, County Clerk

Date: _____

EFFINGHAM COUNTY BOARD OF ELECTIONS AND REGISTRATION

By: _____
Thomas G. Allen, Chairman

By: _____
Olivia R. Morgan, Director of Elections & Registration

Attest: _____
Laura Bassett, Assistant Director of Elections & Registration

Date: _____

CITY OF GUYTON

By: _____
Hon. Russ Deen, Mayor

Attest: _____
Matthew D. Walker, City Clerk

Date: _____

Approved as to form:

Benjamin M. Perkins, Esq., City Attorney



December 19th, 2022

Mrs. Meketa Brown
City of Guyton
310 Central Boulevard
Guyton, GA 31329

RE: Letter of Recommendation – 2022 Guyton Street Improvements (PE22190)

Dear Mrs. Brown,

As you are aware, bids were received and opened for the above referenced project on December 15th, 2022 at 3:00 PM. We have checked and tabulated the bids received. We have determined that McLendon Enterprises, Inc. is the low bidder for this project when evaluated on the basis of the base bid amount plus Add Alternate #1.

Since the low bidder appears to have adequate experience and technical ability to complete this project, Parker Engineering recommends the project be awarded to McLendon Enterprises, Inc. in an amount equal to the base bid plus Add Alternate #1 amount of \$378,825.39.

We are enclosing one copy of the “Bid Tabulation” for your file. We are also enclosing a copy of the Notice of Award for this project and a sample resolution for your use. Please execute the Notice of Award and return it and the resolution to our office as soon as possible. We will prepare three (3) sets of contract documents and forward them to you when the Contractor has executed the Agreement and delivered all the necessary bonds, insurance, etc.

If you have any questions or need any additional information, please call us.

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker". The signature is written in a cursive style.

G. Wesley Parker, P.E.

encl: Bid Tabulation, Notice of Award, Resolution

CC: Russ Deen, City of Guyton
Lindsey Bashlor, Parker Engineering, LLC

PROJECT:				BIDDERS:									
City of Guyton 2022 Guyton Street Improvements PROJECT NO.: PE22190				McLendon Enterprises, Inc. 2365 Aimwell Road Vidalia, GA 30474		Sikes Brothers, Inc. 36685 GA Hwy 23 Cobbtown, GA 30420		Platinum Paving & Concrete, LLC 1020 Old River Road Bloomingdale, GA 31302		Reeves Construction Company 100 Morgan Industrial Boulevard Garden City, GA 31408		Apac-Atlantic, Inc. 47 Telfair Place Savannah, GA 31415	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ITEM 7 - Futrell Lane													
a.	34	SY	4" Deep Patching	\$ 112.51	\$ 3,825.34	\$ 80.00	\$ 2,720.00	\$ 80.10	\$ 2,723.40	\$ 76.00	\$ 2,584.00	\$ 156.00	\$ 5,304.00
b.	181	GL	Bituminous Tack Coat	\$ 3.12	\$ 564.72	\$ 3.50	\$ 633.50	\$ 5.35	\$ 968.35	\$ 4.50	\$ 814.50	\$ 5.00	\$ 905.00
c.	299	TN	165 lb/SY 9.5 MM Mix Asphalt	\$ 130.17	\$ 38,920.83	\$ 130.00	\$ 38,870.00	\$ 136.00	\$ 40,664.00	\$ 154.15	\$ 46,090.85	\$ 162.00	\$ 48,438.00
d.	0.57	LM	Solid Traffic Stripe, 5" Yellow	\$ 2,350.00	\$ 1,339.50	\$ 2,000.00	\$ 1,140.00	\$ 2,850.00	\$ 1,624.50	\$ 2,885.60	\$ 1,644.79	\$ 2,350.00	\$ 1,339.50
e.	0.57	LM	Solid Traffic Stripe, 5" White	\$ 2,350.00	\$ 1,339.50	\$ 2,000.00	\$ 1,140.00	\$ 2,850.00	\$ 1,624.50	\$ 2,885.60	\$ 1,644.79	\$ 2,350.00	\$ 1,339.50
f.	20	LF	Thermoplastic Solid Traffic Stripe, 24" White	\$ 9.00	\$ 180.00	\$ 25.00	\$ 500.00	\$ 20.50	\$ 410.00	\$ 11.05	\$ 221.00	\$ 9.00	\$ 180.00
g.	1	LS	Traffic Control	\$ 1,327.54	\$ 1,327.54	\$ 2,780.00	\$ 2,780.00	\$ 2,733.60	\$ 2,733.60	\$ 3,025.00	\$ 3,025.00	\$ 8,000.00	\$ 8,000.00
h.	1	LS	Clip Shoulders and Dress-up Shoulders	\$ 1,688.87	\$ 1,688.87	\$ 1,850.00	\$ 1,850.00	\$ 3,306.25	\$ 3,306.25	\$ 308.00	\$ 308.00	\$ 2,000.00	\$ 2,000.00
ITEM 8 - Plantation Drive (from Biltmore Drive to Central Avenue)													
a.	809	GL	Asphalt Milling, 6' Wide	\$ 4.81	\$ 3,891.29	\$ 10.00	\$ 8,090.00	\$ 8.45	\$ 6,836.05	\$ 17.25	\$ 13,955.25	\$ 14.00	\$ 11,326.00
b.	105	TN	Bituminous Tack Coat	\$ 3.12	\$ 327.60	\$ 3.50	\$ 367.50	\$ 5.35	\$ 561.75	\$ 4.50	\$ 472.50	\$ 5.00	\$ 525.00
c.	173	LM	165 lb/SY 9.5 MM Mix Asphalt	\$ 167.83	\$ 29,034.59	\$ 130.00	\$ 22,490.00	\$ 136.00	\$ 23,528.00	\$ 193.35	\$ 33,449.55	\$ 162.00	\$ 28,026.00
d.	34	LM	Thermoplastic Solid Traffic Stripe, 24" White	\$ 9.00	\$ 306.00	\$ 25.00	\$ 850.00	\$ 20.50	\$ 697.00	\$ 11.05	\$ 375.70	\$ 9.00	\$ 306.00
e.	1	LS	Traffic Control	\$ 3,500.00	\$ 3,500.00	\$ 2,780.00	\$ 2,780.00	\$ 2,733.60	\$ 2,733.60	\$ 4,450.00	\$ 4,450.00	\$ 5,800.00	\$ 5,800.00
f.	1	LS	Clip Shoulders and Dress-up Shoulders	\$ 1,560.29	\$ 1,560.29	\$ 1,850.00	\$ 1,850.00	\$ 3,306.25	\$ 3,306.25	\$ 308.00	\$ 308.00	\$ 2,000.00	\$ 2,000.00
TOTAL BASE BID				\$	333,519.82	\$	341,529.50	\$	370,574.00	\$	434,566.81	\$	477,520.00
BID TOTAL SUPPLIED BY CONTRACTOR				\$	333,519.82	\$	341,529.50	\$	370,574.00	\$	434,566.81	\$	477,520.00
Add Alternate #1 - Pine Street (from Springfield Ave./Hwy 119 to 4th Street)													
a.	20	SY	4" Deep Patching	\$ 177.38	\$ 3,547.60	\$ 80.00	\$ 1,600.00	\$ 80.10	\$ 1,602.00	\$ 218.25	\$ 4,365.00	\$ 237.00	\$ 4,740.00
b.	182	GL	Bituminous Tack Coat	\$ 3.12	\$ 567.84	\$ 3.50	\$ 637.00	\$ 5.35	\$ 973.70	\$ 4.50	\$ 819.00	\$ 5.00	\$ 910.00
c.	301	TN	165 lb/SY 9.5 MM Mix Asphalt	\$ 105.63	\$ 31,794.63	\$ 130.00	\$ 39,130.00	\$ 136.00	\$ 40,936.00	\$ 133.45	\$ 40,168.45	\$ 162.00	\$ 48,762.00
d.	0.53	LM	Solid Traffic Stripe, 5" Yellow	\$ 2,350.00	\$ 1,245.50	\$ 2,000.00	\$ 1,060.00	\$ 2,850.00	\$ 1,510.50	\$ 2,885.60	\$ 1,529.37	\$ 2,350.00	\$ 1,245.50
e.	0.53	LM	Solid Traffic Stripe, 5" White	\$ 2,350.00	\$ 1,245.50	\$ 2,000.00	\$ 1,060.00	\$ 2,850.00	\$ 1,510.50	\$ 2,885.60	\$ 1,529.37	\$ 2,350.00	\$ 1,245.50
f.	38	LF	Thermoplastic Solid Traffic Stripe, 24" White	\$ 9.00	\$ 342.00	\$ 25.00	\$ 950.00	\$ 20.50	\$ 779.00	\$ 11.05	\$ 419.90	\$ 9.00	\$ 342.00
g.	1	LS	Traffic Control	\$ 828.33	\$ 828.33	\$ 2,780.00	\$ 2,780.00	\$ 3,000.00	\$ 3,000.00	\$ 1,417.10	\$ 1,417.10	\$ 8,500.00	\$ 8,500.00
h.	1	LS	Clip Shoulders and Dress-up Shoulders	\$ 1,359.17	\$ 1,359.17	\$ 1,850.00	\$ 1,850.00	\$ 3,500.00	\$ 3,500.00	\$ 2,465.00	\$ 2,465.00	\$ 2,000.00	\$ 2,000.00
i.	8	EA	Adjusting Manhole for Paving	\$ 500.00	\$ 4,000.00	\$ 200.00	\$ 1,600.00	\$ 80.00	\$ 640.00	\$ 880.00	\$ 7,040.00	\$ 800.00	\$ 6,400.00
j.	1	EA	Adjusting Valve for Paving	\$ 375.00	\$ 375.00	\$ 150.00	\$ 150.00	\$ 80.00	\$ 80.00	\$ 880.00	\$ 880.00	\$ 800.00	\$ 800.00
TOTAL ADD ALTERNATE #1				\$	45,305.57	\$	50,817.00	\$	54,531.70	\$	60,633.19	\$	74,945.00
ADD ALTERNATE #1 TOTAL SUPPLIED BY CONTRACTOR				\$	45,305.57	\$	50,817.00	\$	54,531.70	\$	60,633.19	\$	74,945.00
BASE BID PLUS ADD ALTERNATE #1				\$	378,825.39	\$	392,346.50	\$	425,105.70	\$	495,200.00	\$	552,465.00

*Contractor errors in red.

I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on December 15th, 2022 at 3:00 PM.

Lindsey Bashlor

Lindsey Bashlor, Parker Engineering, LLC

**SECTION 00621
NOTICE OF AWARD**

PROJECT DESCRIPTION:

2022 GUYTON STREET IMPROVEMENTS

The OWNER has considered the BID submitted by you on December 15th, 2022, for the above-described WORK in response to its Advertisement for Bids and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of three hundred seventy-eight thousand eight hundred twenty-five dollars and thirty-nine cents. (\$378,825.39)

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND, and Certificates of Insurance within fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this _____ day of _____, 20__.

CITY OF GUYTON

Signature

By: Meketa Brown
Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this ____ day of _____, 20__.

Signature

By: _____

Title: _____

RESOLUTION 2023-02

WHEREAS bids were received by the City of Guyton on December 15th, 2022 for the **2022 Guyton Street Improvements** project, and

WHEREAS the low responsible, responsive bidder is **McLendon Enterprises, Inc. of Vidalia, Georgia** with a bid in the amount of **\$378,825.39**; and

WHEREAS the low bidder, **McLendon Enterprises, Inc. of Vidalia, Georgia** appears to have the necessary financial and technical ability to complete the project, and

BE IT THEREFORE resolved the City of Guyton hereby makes contract award of the construction contract to **McLendon Enterprises, Inc.** in the amount of **\$378,825.39**. This Award is subject to the City's approval of the contract documents.

THIS RESOLUTION was passed by a vote of _____ to _____ at a City Council Meeting held on _____.

CITY OF GUYTON

Russ Deen, Mayor

Attest: _____

**STATE OF GEORGIA
CITY OF GUYTON**

RESOLUTION # 2023-02

**A RESOLUTION OF THE CITY OF GUYTON, GEORGIA, TO IMPOSE A TEMPORARY
MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS RELATED TO
MANUFACTURED HOMES AND MOBILE HOMES WITHIN THE MUNICIPAL
BOUNDARIES OF THE CITY OF GUYTON, GEORGIA**

WHEREAS, the Mayor and City Council of Guyton, Georgia, desire to consider updates and improvements to the City’s zoning and land use planning ordinances, as they relate to manufactured homes, manufactured home communities, and mobile homes to better protect the public welfare of the citizens of Guyton, Georgia; and

WHEREAS, The City of Guyton, Georgia Zoning Ordinance provides, “Whenever the public necessity, convenience, general welfare, or good zoning practices require, the City Council by ordinance, may – subject to the procedures provided by law – amend, supplement, or change the regulations, district boundaries, classification of property, or any provision of this ordinance, now or hereafter established by this Ordinance or amendments thereof”; and

WHEREAS, The City of Guyton, Georgia Zoning Ordinance provides in pertinent part, that an amendment to the Zoning Ordinance “may be initiated by the City Council . . . by introduction of a resolution”; and

WHEREAS, while the ordinances are being reviewed and revisions considered, the City Council desires to preserve the status quo and not allow the siting, relocation, or installation of manufactured homes or mobile homes; or the acceptance or processing of applications for zoning approvals, building permits, land disturbance permits, or any other approval or permits for the siting, relocation, or installation of manufactured homes or mobile homes; or the establishment of new manufactured or mobile home communities; or the expansion of existing manufactured or mobile home communities; and,

WHEREAS, the City Council feels that the moratorium imposed by this Resolution is reasonably necessary, the least restrictive means available to maintain the status quo, a reasonable exercise of the City’s police power, and in the best interests of the public health, safety, and welfare; and

WHEREAS, it is estimated that the minimum adequate time to review the City’s Ordinances, consider drafted amendments, advertise and hold public hearing(s) required by law, and adopt said amendments is 90 days.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING AUTHORITY OF
THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED AND
PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:**

1. A moratorium is hereby imposed barring: the siting, relocation, or installation of manufactured homes or mobile homes; the acceptance or processing of applications for zoning approvals,

building permits, land disturbance permits, or any other approval or permits for the siting, relocation, or installation of manufactured homes or mobile homes; the establishment of new manufactured or mobile home communities; and the expansion of existing manufactured or mobile home communities within the City of Guyton, Georgia.

2. During the period of the moratorium imposed by this Resolution, neither the City nor any of its staff or departments shall accept applications for: zoning approval, building permits, land disturbance permits, or other approvals or permits for the siting, relocation, or installation of manufactured or mobile homes; establishment of new manufactured or mobile home communities; or expansion of existing manufactured or mobile home communities within the municipal boundaries of the City of Guyton, Georgia.
3. No action taken by any person or entity during this temporary moratorium shall serve to: vest any rights to site or relocate any manufactured or mobile home; establish a new manufactured or mobile home community; or expand an existing manufactured or mobile home community within the municipal boundaries of the City of Guyton, Georgia.
4. For purposes of the moratorium imposed by this Resolution, the term “manufactured home” shall mean: a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length or, when erected on site, is 320 or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; and that such term shall also include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. Section 5401, et seq.
5. For purposes of the moratorium imposed by this Resolution, the term “mobile home” shall mean: a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length or, when erected on site, is 320 or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein and manufactured prior to June 15, 1976.
6. For purposes of the moratorium imposed by this Resolution, “expand an existing manufactured or mobile home community” shall mean to establish or locate any manufactured home in the municipal boundaries of the City of Guyton or to relocate any used manufactured or mobile homes into the municipal boundaries of the City of Guyton.
7. The moratorium imposed by this Resolution shall terminate on the earliest date of: (1) April 11, 2023; (2) approval by the Governing Authority of the City of Guyton of an additional moratorium; (3) the adoption of an amendment to the City’s zoning and land use planning ordinances regarding manufactured homes, manufactured home communities, and mobile homes;

or (4) City Council action terminating the moratorium imposed by this Resolution within the moratorium period.

8. This Resolution shall become effective immediately upon its adoption by the City Council.
9. The moratorium imposed by this Resolution shall have no impact on those applications for: zoning approval, building permits, land disturbance permits, or other approvals or permits for the siting, relocation, or installation of manufactured or mobile homes; establishment of new manufactured or mobile home communities; or expansion of existing manufactured or mobile home communities received on or before the initial adoption of the moratorium imposed by this Resolution.

SO RESOLVED AND ADOPTED,

this ____ day of _____, 2023.

CITY OF GUYTON

Hon. Russ Deen, Mayor

ATTEST: _____

Matthew D. Walker, City Clerk

Reviewed and approved by City Attorney:

OLIVER MANER LLP

Benjamin M. Perkins, Esq.