

City of Guyton, Georgia
CITY COUNCIL MEETING
January 11, 2021 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 14, 2021 City Council Meeting
5. **Reports from Staff or Committees**

Police Department	James Breletic
Fire Department	Clint Hodges
Public Works/Water/Sewer	EOM
Planning and Zoning	Lon Harden
Industrial Development	Lon Harden
Historical Commission	Pearl Boynes
7. **New Business**
 - a. Consideration to approve WastePro's request to assign our contract to Capital Waste Services, LLC (CWS)
 - b. First reading of Ordinance 2022-01 regarding a purchasing policy
 - c. Consideration to approve Resolution 2022-01 regarding a fee schedule amendment
 - d. Consideration to approve Mayor Deen and Manager Brown as the representative delegation for LOST negotiations
 - e. Consideration to approve the Georgia Safe Sidewalks Full Project for \$28,100 with funds from SPLOST

8. General Government

- a. Package Sales Update
- b. TSPLOST Update
- c. Effingham Fire Water Fill Stub Discussion
- d. 2022 Events Calendar

9. Dates to Remember

- a. City Hall will be closed January 17, 2022 in observance of MLK Jr. Day
- b. Tuesday, January 25, 2022 at 7:00pm – Planning and Zoning Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- c. Tuesday, February 1, 2022 at 7:00pm – City Council Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- d. Tuesday, February 8, 2022 at 7:00pm - City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- e. Wednesday, February 16, 2022 from 1:00pm to 6:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

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

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

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

14. Consideration to Adjourn this meeting



City of Guyton
City Council Meeting
December 14, 2021 – 7:00 p.m.

MINUTES OF MEETING

Call to Order – The City of Guyton Council held a Council Meeting on November 9, 2021 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, Sr., Council Member Joseph Lee, and Council Member T. Marshall Reiser were present at this meeting. **Other Administrative Staff Present** – Interim City Manager Mike Eskew, City Attorney Ben Perkins, Mike Eskew and City Manager, Meketa Brown were present. **Guest Present** - The guests sign-in sheets are filed in the office of the City Clerk.

Invocation – Councilman Reiser gave the invocation.

Pledge of Allegiance – The Pledge of Allegiance was led by Mayor Deen

Consideration to approve the agenda – Councilman Reiser made a motion to amend the agenda for item g; a proclamation honoring Mike Eskew. Councilwoman Pelote seconded the motion. **Motion passed unanimously.**

Reports were given by the following Staff or Committees:

- | | | |
|---|--------------------------|----------------|
| • | Police Department | James Breletic |
| • | Fire Department | Clint Hodges |
| • | Public Works/Water/Sewer | EOM |
| • | Planning and Zoning | Lon Harden |
| • | Industrial Development | Lon Harden |
| • | Historical Commission | Pearl Boynes |
-

Public Comments (Limited to Agenda Items only) –

NEW BUSINESS

Consideration to approve water/sewer agreement for Guyton Station. Councilman Johnson made a motion to approve the water/sewer agreement for Guyton Station. Councilwoman Pelote seconded the motion. **Motion passed unanimously.**

Consideration to approve the amendment to the TSPLOST bond agreement – Councilwoman Pelote made a motion to approve the amendment to the TSPLOST agreement. Councilman Lee seconded the motion. **Motion passed unanimously.**

Consideration to approve the Safe Sidewalk Project. Councilman Johnson made a motion to approve the Safe Sidewalk Project for full assessment under the supervision of the City Manager. Councilman Lee seconded the motion. **Motion passed unanimously.**

Consideration to approve the Probation Services Agreement. Councilwoman Pelote made a motion to approve the Probation Services Agreement. Councilman Johnson **seconded the motion. Motion passed unanimously.**

Consideration to approve Resolution 2021-14 regarding LMIG 4th Street Project. Councilwoman Pelote made a motion to approve Resolution 2021-14. Councilman Reiser **seconded the motion. Motion passed unanimously.**

Second Reading and Consideration to approve Ordinance 2021-08 regarding insurance licensing fees

Consideration to approve Ordinance 2021-08. Councilman Reiser made a motion to approve Ordinance 2021-08. Councilman Lee seconded. Motion passed unanimously.

Proclamation presented to Mike Eskew.

General Government

- a. CDBG Discussion
- b. TSPLOST Update

Consideration to move from Regular Meeting into Executive Session referencing Personnel and Property Acquisition. Councilwoman Pelote made a motion to move into Executive Session Councilman Reiser seconded the motion.

Consideration to approve the City Manager pay increase proposal. Councilman Johnson made a motion to approve. Councilman Reiser seconded. Motion passed unanimously.

Consideration to approve \$500 bonuses for all City employees. Councilman Johnson made a motion to approve. Councilman Lee seconded. Motion passed unanimously.

Consideration to adjourn. Councilwoman Pelote made a motion to adjourn. Councilman Johnson seconded the motion. Meeting Adjourned

Dates to Remember:

- a. City Hall will closed December 23 and December 24, 2021 and Friday December 31, 2021
- b. Tuesday, January 4, 2022 at 7:00pm- City Council Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- c. Thursday, January 6, 2022 from 9:00am to 5:00pm- City Council Retreat, New Ebenezer Retreat Center, 2887 Ebenezer Rd, rincon, GA 31326
- d. Tuesday, January 11, 2022 at 7:00pm- City Council Meeting, Guyton Gymnasium, I Blvd., Guyton, GA 31312

Russ Deen, Mayor

Meketa H. Brown, City Clerk



4 January 2022

Ms. Meketa Hendricks-Brown
City Clerk: City of Guyton
Meketa.Brown@cityofguyton.com
912-772-3353

RE: Municipal Solid Waste & Recyclables Contract

Meketa Hendricks-Brown,

Per section 18 of your current contract, Waste Pro of South Carolina Inc. is required to notify you of any change of ownership of your contract. This letter is to inform you that Waste Pro of South Carolina Inc. has entered into a confidential purchase agreement with Capital Waste Services, LLC to transfer ownership of your contract. This transfer is expected to take place during January of 2022. Please let us know when this item can be scheduled before your city council so that we may attend and answer any questions. Waste Pro of South Carolina Inc. appreciates the relationship we have had with your city. We look forward to a smooth transition and feel confident that Capital Waste Services, LLC will be a quality provider. Please feel free to contact me should you have any additional questions.

Brian Wintjen
Regional Vice President
Waste Pro USA
352-553-8693 Direct

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NUMBER 2022-01

AN ORDINANCE OF THE CITY OF GUYTON AMENDING AND RESTATING ITS PURCHASING POLICY; TO PROVIDE FOR SEVERABILITY; 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 6.32 of the Charter of the City of Guyton provides that “[t]he city council shall by ordinance prescribe procedures for a system of centralized purchasing for the city”; 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. Adoption of Purchasing Policy. The City Council of the City of Guyton hereby adopts the Purchasing Policy attached hereto as Exhibit A and incorporated by reference as if set forth verbatim herein.

Section 2. 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 3. Repealer. All ordinances and resolutions and parts thereof in conflict with this ordinance are hereby repealed.

Section 4. Effective Date. This ordinance including the Purchasing Policy attached hereto shall become effective upon its adoption by the City Council.

SO ORDAINED, this ____ day of _____, 2022.

CITY OF GUYTON

Hon. Russ Deen, Mayor

Attest:

Meketa Hendricks-Brown, City Clerk

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

EXHIBIT A

City of Guyton Purchasing Policy



PURCHASING POLICY

Original Adoption:

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Purchasing Policy

GENERAL INFORMATION

The Mayor and Council of the City of Guyton, Georgia hereby adopts the following policy as the rules by which purchases by all City Departments and City Officers shall be made. This policy shall promote and effect open and intelligent purchasing of supplies, equipment and services, which will result in the maximum value received for each tax dollar spent.

This policy shall supersede and replace any and all previously adopted policies pertaining to municipal purchases that may have been in effect prior to the effective date of this policy as noted below.

In any event that any portion of this policy is found to be in violation of federal or state law or inconsistent with any provision applicable thereto, the remainder of this policy shall remain in full force and effect.

The City shall not discriminate in its selection of vendors on the basis of race, gender, political affiliation, family relations, friendship or business affiliation. In the event an employee makes a purchase from any vendor whom a personal, business or family relationship exists, three written price quotes shall be required as evidence that the best possible deal for the City was obtained. Employees shall not make any purchases from a vendor in which that employee has an ownership interest, except when specifically authorized by the City Council. Employees must publicly disclose all potential purchase conflicts prior to any purchasing decisions being made.

The City shall seek to obtain the best quality products and services at the lowest possible price in the most convenient manner under all circumstances. However, local vendors should be supported to the greatest extent possible without sacrificing quality or price.

PURCHASING AGENT

The Purchasing Agent shall be appointed by the City Manager and report to him/her. The Purchasing Agent is responsible for overseeing the procurement of centralized goods and services, the administration of the Contracting and Purchasing Policy and the management of surplus of City property.

GIFTS AND UNAUTHORIZED PURCHASES

City employees, officers or officials are not entitled to any special consideration from vendors and merchants in their personal affairs nor are such city employees, officers, or officials to attempt to procure materials for the personal use of any other person. City employees, officers or officials shall not solicit or accept any gifts. Except for emergencies or other authorized exemption, no purchase shall be made without specific authorization as outlined in this policy. The person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

PURCHASE ORDER PROCEDURES

- (a) Department Heads shall submit a Requisition to the Purchasing Agent prior to initiation of the purchase. Documentation of the required procurement procedures shall be attached to the requisition.
- (b) The Purchasing Agent shall verify proper coding, availability of budgeted funds, proper bidding/quote procedures, then forward the requisition to the City Manager.
- (c) The City Manager shall approve, deny, or forward the request to the Mayor and Council.
- (d) Mayor and Council Approval shall be required when any one of the following conditions are met:
 - 1. Item is not specifically approved in the budget and exceeds ten thousand dollars (\$10,000)
 - 2. Item is specifically approved in the budget yet exceeds twenty-five thousand dollars (\$25,000)
 - 3. Purchase will require a budget amendment.

PROCUREMENT REQUIREMENTS

\$2,500 - \$10,000	Department Head shall solicit a minimum of three (3) price quotes, when possible, (written, oral, phone, or catalog methods are acceptable) and documentation shall be attached to the corresponding purchase requisition before forwarding to the Purchasing Agent. Approval of the City Manager shall be obtained prior to initiation of purchase.
\$10,001 - \$25,000	The Purchasing Agent shall solicit a minimum of three (3) price quotes, when possible, (written, oral, phone, or catalog methods are acceptable) and documentation shall be attached to the corresponding purchase requisition before forwarding to the City Manager. Approval of the City Manager shall be obtained prior to initiation of purchase.
\$25,001 and up	The Purchasing Agent shall solicit sealed bids, compile all bid information, and present to the Mayor and Council for approval. Approval of the City Manager shall be obtained prior to initiation of purchase.

COMPETITIVE SEALED BIDS

- (a) Competitive Sealed Bidding Process:
 - 1. Invitation & Notice – An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. Adequate public notice of the invitation to bids shall be given not less than ten (10) calendar days prior to the date set forth therein for the opening of bids for contracts under \$50,000 and thirty (30)

days for contract over \$50,000. Such notice shall include publication in a newspaper of general circulation. The public notice and all invitations to bid shall state the place, date, and time of bid opening and shall state that the bids should be submitted to the Purchasing Agent.

2. Bid Opening – Bids shall be opened publicly in the presence of more than one witness at the place and not earlier than the time designated in the invitation for bids. The amount of each bid and such other relevant information as the City deems appropriate, together with the name of each bidder shall be open to public inspection in accordance with the policy.
 3. Bid Evaluation and Acceptance – Bids received at or prior to the time set for bid opening shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measureable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation to bids.
 4. Correction or Withdrawal of Bids – Subject to any provisions of federal or state granting authorities to the contrary, correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts basis on such bid mistakes, shall be in accordance with this section. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, no corrections to bid or provisions shall be permitted but, in lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
 - (A) The mistake is clearly evident on the face of the bid document; or
 - (B) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids shall be supported by a written determination by the City.
- (b) Multi-Step Sealed Bidding: When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined technically acceptable under the criteria set forth in the first solicitation.
- (c) Cancellation of Invitations: An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation. Each solicitation issued by the City shall state that the solicitation may be cancelled and that any bid or proposal by be rejected in whole or in part at the City’s discretion with or without a showing of good cause. (All bids shall include the following statement: “The City of Guyton has the right to reject any or all bids if doing so is in the best interest of the City.”)

- (d) Determination of Non-responsive: If a bidder does not meet all the terms, conditions and specifications of the bid the bid will be considered non-responsive during the bid opening. A written determination of non-responsiveness, setting forth the basis of the finding, shall be prepared by the Purchasing Agent and approved by the City Manager. A copy of the determination shall be made part of the contract file and be made public record. Examples where a bid may be considered non-responsive include: the bid is incomplete, not signed, or late, there are discrepancies in the bid, bidder not attending a mandatory pre-bid conference or not submitting a bid bond.
- (e) Determination of Non-responsibility: If a bidder who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Agent and approved by the City Manager. The unreasonable failure of a bidder to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder. A copy of the determination shall be made part of the contract file and be made public record. Examples where a bidder may be considered not responsible include poor references, bidder does not have proper business registration or licenses, banned from working with other agencies, not qualified as a foreign corporation, or questions about financial capability to perform.
- (f) Right of Nondisclosure: Information furnished by a bidder in reliance upon a written offer of confidentiality by the City pursuant to this section shall not be disclosed by the City outside of the office of the purchasing agent or using agency without prior written consent by the bidder.
- (g) Use of Subcontractors: All contracts between the City of Guyton and its consultants, vendors, and contractors shall state that “should you (the consultant, vendor, or contractor) utilize subcontractors, vendors or consultants to fulfill this contract with the City, you agree to use all reasonable efforts to include Effingham County based businesses in your bidding process.”
- (h) Bid and Payment Bonds: Bids and payment bonds or other security may be requested for supply contracts or service contracts, as the City Attorney deems advisable to protect the City’s interest. Any such bonding requirements shall be set forth in the solicitation. Bid or payment bonds shall not be used as a substitute for a determination of a bidder’s responsibility.

CONTRACTING FOR LABOR OR PROFESSIONAL SERVICES

- (a) The procurement of labor/professional services with a value of two thousand five hundred dollars (\$2,500) or more per project shall require a written agreement between the City, and the service provider. Department Heads shall be authorized to informally solicit professional services. Any Agreement requires approval from the City Manager. Contracts or agreements are not valid if signed by anyone other than the City Manager. Copies of agreements shall be furnished to the City Manager in lieu of a Requisition.
- (b) Each project/professional service which requires an expenditure of more than five thousand dollars (\$5,000) shall require such bonds and/or cash securities (such as retainage) as may be determined by the City Manager.

- (c) As a condition of performing contracted services for the City, all contractors, subcontractors and persons other than City employees shall be required to indemnify and hold harmless the City of Guyton for damages, claims and liabilities which may arise as a result of the work to be performed.
- (d) Except for written manufacturer's exclusions allowed by law, all contracted services for construction or installation of equipment, parts and materials shall be warranted by the City for at least one year from date of final completion of work, to include replacement and/or repairs at no cost to the City.
- (e) The City shall require all contractors, subcontractors and person other than City Officials who perform labor services for the City with a calendar year value of ten thousand dollars (\$10,000) or more to maintain insurance coverage and list the City as an additional insured in accordance with the following minimum amounts. Prior to the start of any work, the City must be furnished with an insurance certificate as proof that coverage is in place. Certificates shall be placed on file with the City Clerk. NOTE: Nothing in this Section shall be deemed to prohibit the City Manager or City Council from requiring coverage amounts at a higher level or imposing additional types of coverage up to the value of the entire project as may be in the best interest of the City.

- 1. General Liability \$1,000,000.00
- 2. Property Damage \$1,000,000.00
- 3. Personal Injury \$1,000,000.00
- 4. Automotive Liability \$ 500,000.00
- 5. Worker's Compensation (statutory requirements)

- (f) Selection Procedure: (For contracts or agreements which exceed \$25,000.)
 - 1. Request for Qualifications and Notice – Adequate notice of the need for the desired professional service shall be given by the City through a request for qualifications. The request for qualifications shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.
 - 2. Statement of Qualifications – Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. The city may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.
 - 3. Interviews – The City Manager may conduct interviews with any offeror who has submitted a statement of qualifications for the purpose of ranking the qualifications of the offerors, based on the evaluation factors set forth in the request for qualifications.

Interviews shall not disclose any information derived from statements submitted by other offerors.

4. Award – Award shall be made to the offeror determined to be the best qualified based on evaluation factors set forth in the request for qualifications, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If statements were submitted by one or more offerors determined to be qualified, negotiations may be conducted with such other offerors, in order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

- (a) Cancellation of Invitations: See “Competitive Sealed Bids” above.
- (b) Determination of Non-responsibility: See “Competitive Sealed Bids” above.
- (c) Right of Nondisclosure: See “Competitive Sealed Bids” above.
- (d) Bid and Payment Bonds: See “Competitive Sealed Bids” above.
- (e) Use of Subcontractors: See “Competitive Sealed Bids” above.

STATE CONTRACT AND OTHER GOVERNMENT AGENCY CONTRACTS

The use of State Government and Other Governmental organizations contracts that have already been competitively bid may be used after approval from the Purchasing Agent and City Manager. All purchase order procedures and approvals will still be required when using government contracts.

SOLE SOURCE PURCHASING

A contract may be awarded without competition when the City determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service or construction item. The City Manager or his or her designee shall conduct negotiations, as appropriate, as to price, delivery and terms. A statement of the basis for the sole source determination shall be placed in the contract file.

EMERGENCY PURCHASES

In the event of a genuine emergency, a Department Head may purchase items and services without adhering to the procedures described herein, provided that he/she gets pre-approval from the City Manager, or in the absence of the City Manager, the Mayor or department liaison. An emergency situation shall be defined as one which threatens the lives or health of the people, the property of the municipality or its citizens, or the delivery of necessary services to the citizens of Guyton.

CREDIT CARD USE

- (a) No individual, including Department Heads, has the authority to open a credit card account in the City's name. All new City credit card accounts shall be approved by the City Manager prior to submitting an application.
- (b) The City credit card may be used for official City purposes only. No personal use or purchases of a personal nature shall be allowed, regardless of payback intentions. Credit cards belong to the City and can be cancelled or revoked at any time at the discretion of the City Manager. Should any employee lose or have his/her card stolen, they should notify the Purchasing Agent one (1) business day after discovery.
- (c) Within forty-eight hours (48) of each credit card transaction the Department Head shall furnish the Purchasing Agent with a signed receipt. All other purchasing procedures as set forth in the policy shall also apply. *Payment for purchases without receipts may become the responsibility of the employee.*

LEASE PURCHASES

- (a) The purchase or lease of any equipment, vehicles or materials which require periodic payments over a course of one year or more shall be subject to all applicable provisions of this policy in accordance with the dollar values set forth herein.
- (b) All lease purchase agreements shall contain a non-appropriation clause whereby the City shall not be obligated under the terms of the lease if the necessary funds are not appropriated at a future City Council Meeting.

LEGAL SERVICES

- (a) The City Council is the only agent of the City with the authority to select legal representation, solicit legal opinions, contract for legal services, initiate judicial or quasi-judicial proceedings, defend against legal action or otherwise obligate resources for legal purposes on behalf of the City, except as otherwise prescribed by law.
- (b) The City Council shall have the ultimate authority for deciding whether any other City official, elected or appointed, shall be allowed to seek a legal opinion at the expense of the City. The City Council or City Manager may also decide, within their sole discretion, as to whether an agent of the City shall be allowed to engage the City Attorney or some other attorney at the City's expense.
- (c) Notwithstanding the other provisions of this Section, it shall be permitted for the City Manager or a duly authorized individual to contact the City Attorney in the judicious exercise of the responsibilities of the position for which they have been appointed provided: (1) the nature of contact is for advisory purposes related to work duties only; (2) the reasons for the contact are not a subterfuge of any City official to circumvent the provisions or this policy; (3) the City Manger shall be notified of the nature for requesting legal services, the City Manager shall be

informed of the correspondence as soon thereafter as possible; and (4) all correspondence to and from the City Attorney shall be in writing whenever possible with courtesy copies available to the City Council.

- (d) Written and oral communications between the City Council and authorized City Officials shall be considered confidential.

EXEMPTIONS & WAIVERS

- (a) It is understood that pre-approved purchase orders and multiple price quote requirements will usually not be feasible when it comes to repairs to City-owned vehicles and specialized equipment. Under these circumstances' authority shall be given to Department Heads to choose a vendor with a satisfactory history of fair pricing and superior work quality.
- (b) The City Council may vote to waive any and all purchasing requirements set forth here in as it may deem to be in the best interest of the City.
- (c) Department Heads shall not be required to annually solicit sealed bids for the purchase of materials that are regularly purchased in bulk quantities or materials used for general repairs that are regular in nature. However, the City Manager may periodically require Department Heads to acquire unit-based quotes or solicit sealed bids for these items as he/she deems in the best interest of the City.

EMPLOYEE REIMBURSEMENT

- (a) Employees should not expend personal funds for City expenses. However, should an employee spend their own money to obtain needed goods or services, a written explanation of the emergency nature of the purchase shall accompany any request for reimbursement by the City. In addition, the employee shall submit a receipt for the purchase and corresponding charge receipt, if applicable, to the Purchasing Agent within five (5) business days after the date of purchase.
- (b) The City will reimburse employees during the next accounts payable run.
- (c) Employees are encouraged to use the Department's issued credit card and not their own funds to purchase small items for City services or events.

BUDGET AMENDMENTS

- (a) Departments shall be permitted to overspend a line item or category budget. Before doing so, Department Heads shall submit a line item Budget Amendment to the City Manager to correct a potential line-item when an expenditure account has exceeded budget authorization and/or with a Requisition, if the Requisition amount exceeds line item authorization in the expenditure account.
- (b) Budget amendments that debit and credit line items for like amounts within a department do not require City Council approval; however, exceeding departmental totals authorized in the

budget, deficit spending and the purchase of items not identified in the approved budget require City Manager and City Council approval.

SURPLUS OF PROPERTY

- (a) Department Heads shall submit in writing a request to surplus any City-owned property to the City Manager for approval. Once approval is granted by the City Manager, he will then forward the request to City Council for final approval.
- (b) Unless requested by City Council, items will be sold “as is” to the highest bidder. The City will contract with a professional auctioneer, internet auction provider, who will conduct auctions and collect all proceeds, or will conduct a sealed bid procedure.
- (c) Should attempts to sell surplus items fail, the City Manager may (at his/her discretion), declare the items as worthless and authorize their discard.
- (d) Upon authorization of the City Council, the City may contribute items to non-profit organizations or other local governments.

GRANT APPLICATIONS-ADMINISTRATION

No City employee shall apply for a grant on behalf of the City of Guyton without first obtaining approval from the City Manager. The Department Head needs to submit a request in writing to the City Manager. After the City Manager has approved, signed and dated the request, the Department Head may apply for the grant. When the Grant has been awarded, all Grant Award paperwork, including copies of the original request, shall be submitted to the Purchasing Agent. These documents shall state exactly how much was awarded and exactly what the grant funds will be spent on. The Department that sought the grant shall submit a budget amendment form to the Purchasing Agent, which will assign a new revenue account and a new expenditure account. All other purchasing procedures shall be followed.

ADMINISTRATION

- (a) All purchases shall be limited to those items and services which have been budgeted in advance, to the greatest extent possible. All purchases, which do not meet this criterion, must be essential to fulfilling the mission of the City. Equipment not specifically approved through the budget process will require more detailed explanation at the time of purchase.
- (b) No employee shall make any purchase without first obtaining approval of the Department Head.
- (c) In so much as possible, all bulk purchases for office supplies and commonly used materials shall be acquired through the Purchasing Agent who shall attempt to coordinate departmental acquisitions in a manner that is most advantageous to the City.

- (d) Upon the award of a solicited bid or proposal, it shall be the policy of the City to acknowledge in writing the City's appreciation for each bid or proposal received along with a summary of the results.
- (e) Department Heads should turn in all receipts or invoices from purchases to the Purchasing Agent before the close of business each day.
- (f) Violations of this policy may result in an employee being subject to disciplinary action, including discharge for egregious acts.

**CITY OF GUYTON
STATE OF GEORGIA**

RESOLUTION NUMBER 2022-01

A RESOLUTION OF THE CITY OF GUYTON AMENDING THE CITY’S FEE SCHEDULES; TO PROVIDE FOR SEVERABILITY; 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 1.12(20) of the Charter of the City of Guyton provides that City shall fix the “taxes, charges, rates, fares, fees, assessments, regulations, and penalties” associated with public utilities such as waterworks; and

WHEREAS, Section 6.17 of the Charter of the City of Guyton provides that the City “shall be empowered to levy any other tax or fee allowed now or hereafter by law”; and

WHEREAS, Article 9, Section 903, Item (E) of the City of Guyton Zoning Ordinance provides that “[n]o [sign] permit shall be issued until the appropriate application has been filed with the Building Official and fees have been paid as established by the City”;

WHEREAS, the City of Guyton has previously adopted Fee Schedules relating to (1) Water, Sewer, and Sanitation; (2) Building Permits; and (3) Sign Permits; and

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:

Section 1. Amendment of Fee Schedules. The City Council of the City of Guyton hereby amends its Fee Schedules as set forth in Exhibit A hereto, which is incorporated by reference as if set forth verbatim herein.

Section 2. Severability. If any section, clause, sentence or phrase of this resolution 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 resolution.

Section 3. Repealer. All ordinances and resolutions and parts thereof in conflict with this resolution are hereby repealed.

Section 4. Effective Date. This resolution shall become effective immediately upon its adoption by the City Council.

SO RESOLVED, this ___ day of January, 2022.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Meketa Hendricks-Brown, City Clerk

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

EXHIBIT A

Amendment to Fee Schedules

Guyton Fee Schedule Amendment

Engineering Inspection Fee * \$300.00

* Commercial projects and residential subdivision developments will require inspections during the site development and construction phases. A fee will be assessed after each inspection. Inspections will include, but are not limited to: sewer main installation; pipe bedding and alignment; water pressure and chlorine testing; periodic roadbed inspections for soil, rock, and pavement; lift station start-up; pre-final and final inspections. Additional inspection fees will be charged when re-inspections are required.

Cosmetic Water Meter Fee * \$600.00

* Water meters used for cosmetic purposes for developments as determined by the city manager, such as landscaping around signs

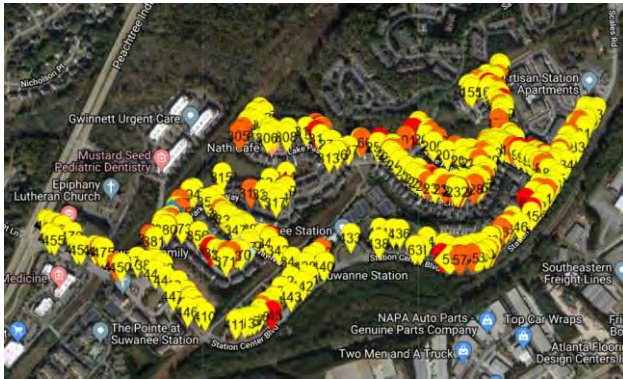
* Only used when sewer not required

Requested Water Meter Diagnostic Fee \$35.00

Sign Permit Fee \$25.00



Sidewalk Repair Proposal



City of Guyton
January 5, 2022



Inspection Results

Following is a summary of a visual inspection of walkways conducted by Georgia Safe Sidewalks. This summary identifies defects we have identified in your walkways and provides an offer to remove vertical displacements using our horizontal saw-cutting procedure. The vertical displacements we have identified in your walkways represent a safety risk to pedestrians and a liability risk to the property owner. The American's with Disabilities Act places responsibility to maintain safe access to pedestrians and sets very specific guidelines in regards to the repair of uneven walkways.

ADA Issues: Our inspection has identified 482 pedestrian safety issues in your walkways that can be considered violations of ADA guidelines.

This inspection and summary is based upon our personal knowledge of ADA Guidelines. It is intended to be as comprehensive as possible, but in no way guarantees full compliance. Issues may exist of which we are not aware or did not observe. Our specialty is identifying vertical displacements.

Vertical Displacements: 398 (82%) of the ADA violations identified in this risk assessment are vertical displacements that can be removed with our repair process.

Potential Savings: Using Georgia Safe Sidewalks to remove the vertical displacements identified in this risk assessment will improve pedestrian safety and compliance with ADA at a savings of approximately \$70,000 versus traditional methods such as demolition and replacement.



Georgia Safe Sidewalks' Process

Georgia Safe Sidewalks specializes in the identification and removal of vertical displacements, potential trip & fall hazards, from concrete walkways. We utilize a proprietary and patented process to horizontally cut away high concrete that can cause falls from citizens "tripping" on walkways.

This is What You Can Expect From Georgia Safe Sidewalks

- Each vertical displacement will be removed to a 0" height difference between panels.
- The entire vertical displacement will be removed from one side of the walkway to the other.
- Only the elevated slab is contacted by our equipment, the opposing slab is left pristine.
- The repaired surface will be flat and smooth with no ridges, peaks or valleys.
- The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.
- A dust containment system is utilized during the repair process to keep dust to the most possible minimum.
- All employees of GASS have been physician certified and wear prescribed safety equipment by OSHA crystalline silica dust laws.
- Our process is a dry cut, there is no slurry or runoff that is required to be contained from storm drains.
- All concrete debris removed from the sidewalk will be removed from the site by GASS staff and recycled.
- The panel under repair will be swept and blown off by GASS staff.
- During project production, the customer is supplied with a daily summary of our progress at the end of each production day.
- Satellite mapping technology is used to provide you with accurate location information for your sidewalk maintenance program documentation.
- Upon project completion, you will be supplied with a detailed summary identifying locations for issues that cannot be remedied with our repair process.





Policies & Support Materials

Sole Source versus Bidding: Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk vertical displacements as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for vertical displacement repair using the equipment and methods described in these patent numbers within the state of Georgia. Documentation can be provided to support your sole-source approval efforts.

You will not be able to find another company that is able to produce the quality and compliance with ADA that Georgia Safe Sidewalks does for vertical displacement remediation. This is a critical aspect of your decision if the appearance of your property and compliance with ADA is important to you.

If you are required to “bid” a project, then this proposal should **not** be considered as our official bid. If you want a project bid, then **you** will need to identify the specific number and location of displacements you want removed. We will then submit a firm bid for your project. To obtain a fair bid though, it falls on you to identify the repairs that you want completed so that all participants are bidding the same work.

If you care about the quality of your repairs, we will consider matching any competitive bid that offers to make the same number of repairs as ours.

The information provided in this proposal is considered confidential between Georgia Safe Sidewalks and its client, and should not be reproduced or shared with any other organization. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.

Safety & Insurance: Georgia Safe Sidewalks is a corporation registered in the state of Georgia. We maintain the highest safety standards using OSHA approved safety equipment for employees and conduct regular safety and health screenings. Copies of our W9, liability insurance, auto and workers compensation insurance are available upon request. We have worked in dense urban environments, residential neighborhoods, historic districts, and retail/business environments with no disruption to daily activities.

Warranty on Service: No warranty in the form of duration after repair is offered. It is impossible to warranty work against the acts of nature that create vertical displacements in walkways such as growth of tree roots, shifting ground, etc. Our guarantee for our repair is as follows:

- All displacements will be removed to a 0” height difference.
- The entire displacement will be removed.
- The repaired surface will be of a 1:12 slope.
- Adjacent sidewalk slabs will not be affected by the repair.
- Sidewalk debris created by our process will be removed from the work site and recycled.
- There will be no damage to surrounding landscaping, utilities or personal property.



ADA Guidelines for Trip Hazards:

Georgia Safe Sidewalks strives to meet compliance with ADA guidelines on each and every trip hazard repair that we make. Those guidelines are as follows:

303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

303.2 Vertical. Changes in level of $\frac{1}{4}$ inch (6.4 mm) high maximum shall be permitted to be vertical.

Vertical Change in Level

TECHNICAL CHAPTER 3: BUILDING BLOCKS

303.3 Beveled. Changes in level between $\frac{1}{4}$ inch (6.4 mm) high minimum and $\frac{1}{2}$ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than $\frac{1}{2}$ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

Advisory 303.3 Beveled. Changes in level exceeding $\frac{1}{2}$ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

TECHNICAL CHAPTER 4: ACCESSIBLE ROUTES

Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities

Slope1 Maximum Rise

Steeper than 1:10 but not steeper than 1:8 3 inches (75 mm)

Steeper than 1:12 but not steeper than 1:10 6 inches (150 mm)

1. A slope steeper than 1:8 is prohibited.

Information taken directly from Chapter 3: Building Blocks, pages 141-142 of ADAAG.



2022 Pricing Policy

Inch-Foot Definition:

Pricing is based upon the size of each trip hazard and the amount of concrete removed. Each trip hazard is measured for height and length. We use a unit of measure we refer to as "inch-foot".

An inch-foot equals the average height of the trip hazard measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

$$\frac{\text{Height on high side (1/2") + Height on low side (1/4")}{2} \times \text{Length of cut (4')} = 1.5 \text{ inch-feet}$$

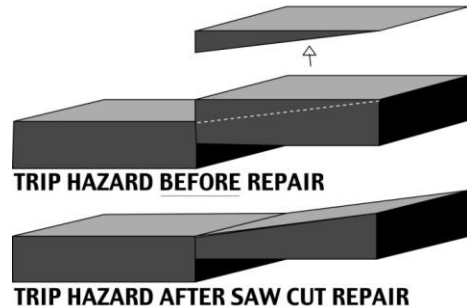
Incorporating the height of the trip hazard into our pricing is what distinguishes Georgia Safe Sidewalks from our competitors. ADA identifies trip hazards by height, not linear feet.

Pricing & Volume Discounts:

- ✦ Our pricing is based upon project size. Based upon our average unit price, the repair in the above example would have cost \$63.

Minimum Job Charge:

Georgia Safe Sidewalks does charge a minimum to mobilize a crew and equipment. We have a two-tiered minimum. Our minimum for a project within a 60-mile radius of Lawrenceville, GA is \$500. Our minimum for a project outside this 60-mile radius of Lawrenceville, GA is \$1,000.



Sole Source:

Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk trip hazards as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for trip hazard removal using the equipment and methods described in these patent numbers within the state of Georgia.

Payment Terms:

All invoices are due **15-days** from issuance date of the invoice. Jobs that require multiple weeks for completion will be invoiced weekly, at the end of each weeks' work. Credit card payments are acceptable.

Additional Charges:

Any requirements placed upon Georgia Safe Sidewalks as a vendor that requires additional costs to our daily operations or modifications to our offered payment terms and policies will be subject to additional charges.

If the customer requires custom insurance certificates with a vendor registration fee, a \$200 fee will be added to cover the acquisition of certificates. If the customer requires additional levels of insurance, the added cost to secure those levels will be invoiced to the customer.



Offer Summary

This estimate should be considered a “not-to-exceed” value. Georgia Safe Sidewalks will remove the number of vertical displacements identified in this estimate equal to the amount identified in this proposal.

The maps and tables on the following pages provide a general location for the vertical displacements that we identified and summarize their severity. Due to limited accuracy with GPS technology this information should only be used for general locations.

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of potential trip & fall hazards as possible. This option has already been discounted by 8%.

Price: \$28,100

Days to Complete: ~ 5-6 days

Severe Hazard Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8” high. It will remove the most obvious displacements from the property but will not leave the property free of potential trip & fall hazards. Smaller displacements will remain in the walkways. This option has already been discounted by 6%.

Price: \$13,740

Days to Complete: ~ 2-3 days

Extreme Hazard Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme hazards. It is provided to allow action on a smaller budget, but it will not leave the property free of potential trip & fall hazards. This option has already been discounted by 2%.

Price: \$5,800

Days to Complete: ~ 1 day

Specific Budget Project

Sometimes customers are not able to remove all of the vertical displacements identified in our inspections due to budget restrictions. In this option Georgia Safe Sidewalks is more than happy to complete a project of a smaller value to a budget identified by the customer. In this option the customer usually specifies the budget amount they can afford, and an area to begin by providing us a list of priorities. This option allows the customer to spread their investment out over a period of months or even years.

A 4% discount will be applied to whatever project size option is chosen as reimbursement for payment of this inspection.



Our minimum is \$1,000
Projects above \$3,000 are discounted by 2%
Projects above \$6,000 are discounted by 4%
Projects above \$12,000 are discounted by 6%
Projects above \$25,000 are discounted by 8%
Projects above \$50,000 are discounted by 10%

Longer discounts are available for projects of larger sizes.

Because we recognize that projects of this type may require time for budgeting, the prices in this proposal are valid for a period of 6 months. Operating costs increase with time, and sidewalk conditions change over time.

- ✚ After 6-months we reserve the right to increase these prices by 5%.
- ✚ If unable to make a decision within 12 months, no problem, the proposal will still be valid, but the prices shown will be increased by 10%.
- ✚ If still unable to make a decision after 2 years, we still want your business. We will honor this proposal for as long as 24-months but the pricing shown at that point will be increased by an additional 10%.

In the event that we are asked to return to a property/community to re-inspect it, the 2nd inspection will be conducted at a cost of \$250 per pedestrian mile.

Schedule

We do fill our schedule on a first-come, first-serve basis which means the start date can change as we accept commitments from customers. We can normally remove approximately 80 trip hazards or 90 inch-feet in a single day depending upon their size and location.

First Available Start Date: March 31st

Our business has grown in popularity enough that we carry a steady 2-3 month backlog throughout the year. Uncertain business conditions due to the Covid pandemic and the fact that our employees are detail trained tradesman makes it difficult to add employees when our backlog increases. As a business, we cannot use part time labor. Our employees are skilled at what they do.

Don't exclude us from approval because we have a large backlog. Schedules change, and we sometimes have the ability to split our production team to complete smaller projects sooner than what is identified in this proposal. Tell us your needs and we might be able to work something out sooner.



Terminology

The inspection that this proposal is based upon was visual in nature. During the inspection we identify vertical height changes that we believe to be greater than ¼” and less than 2” in height. To conserve time during a survey, height is estimated only. The actual number of vertical displacements identified may vary once measurements are taken when the project is performed.



- A yellow balloon identifies a small vertical displacement estimated to be between ¼” and ½” high.
- An orange balloon identifies a medium size vertical displacement estimated to be between 5/8” and 1” high.
- A red balloon identifies a large vertical displacement estimated to be between 1-1/8” and 2” high.
- A yellow diamond identifies a general condition that requires replacement of the existing sidewalk. The identified issue is beyond repair and is not work that GASS can provide.
- A blue diamond identifies a walkway that is cracked and broken and is beyond repair.
- A light green diamond identifies a vertical displacement too big for a repair. The displacement is over 2” high and requires new concrete instead of a repair.
- A pink diamond identifies a curb repair. The curb is higher than the adjacent sidewalk. We cut the curb so that it becomes flush with the sidewalk.
- A purple diamond identifies missing sidewalk. This requires new concrete to fill in the missing area.
- A dark green diamond identifies a landscaping issue. It is normally sidewalk that is buried or needs edged, or shrubs that need to be cut back to open up a sidewalk. It is not work that we do.
- A light blue diamond identifies a utility issue. This can be any type of object blocking the sidewalk, or sitting too low or too high and usually requires municipality attention.
- An orange diamond identifies a wide gap in the walkway that needs filled. It is not work we provide.
- A red diamond identifies uneven pavers that need to be reset or has other issues.
- A dark blue diamond identifies an issue with a catch basin. It usually means the sidewalk must be replaced around the basin.
- A light yellow diamond identifies an issue/problem with an ADA ramp.
- A gray diamond is a miscellaneous sidewalk problem or comment.



Survey & Options

Full Project Offer

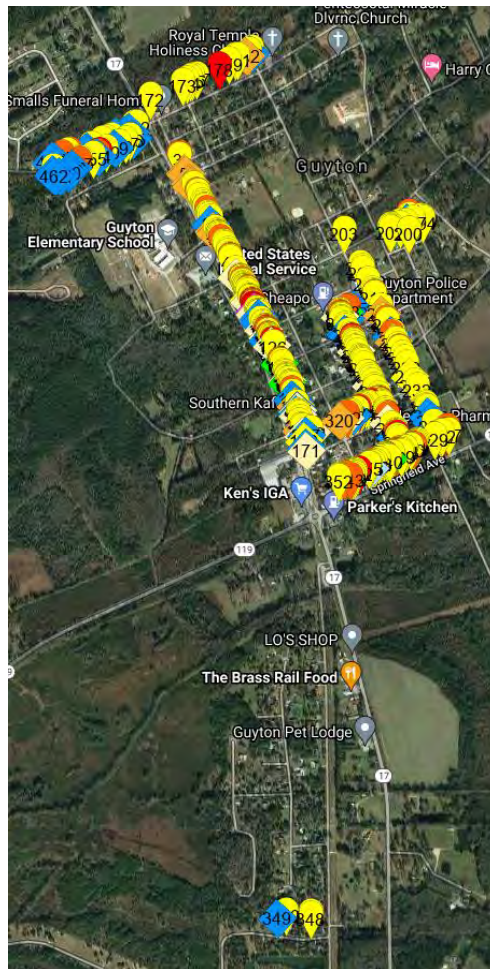
This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of potential trip & fall hazards as possible.

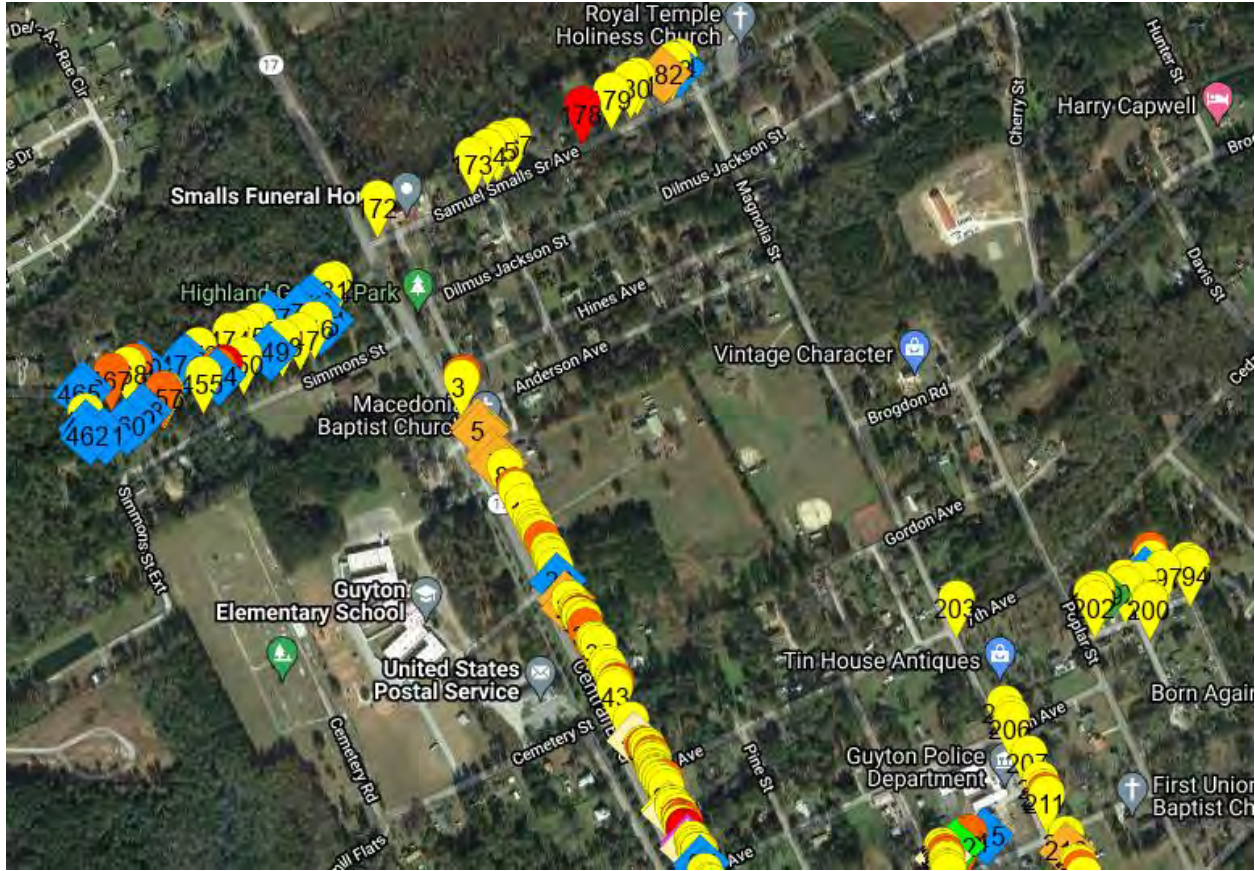
Price: \$28,100

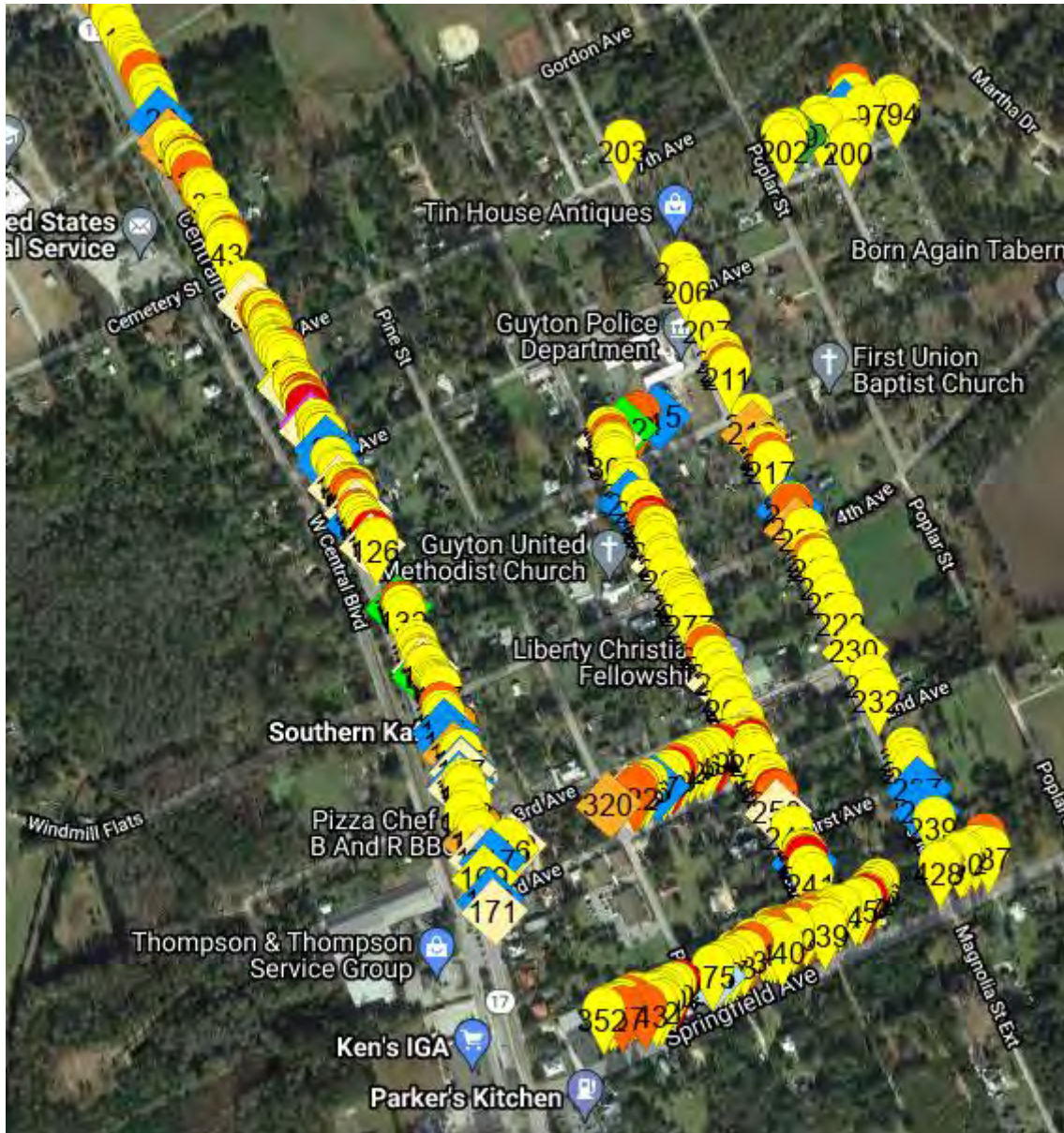
Days to Complete: ~ 5-6 days

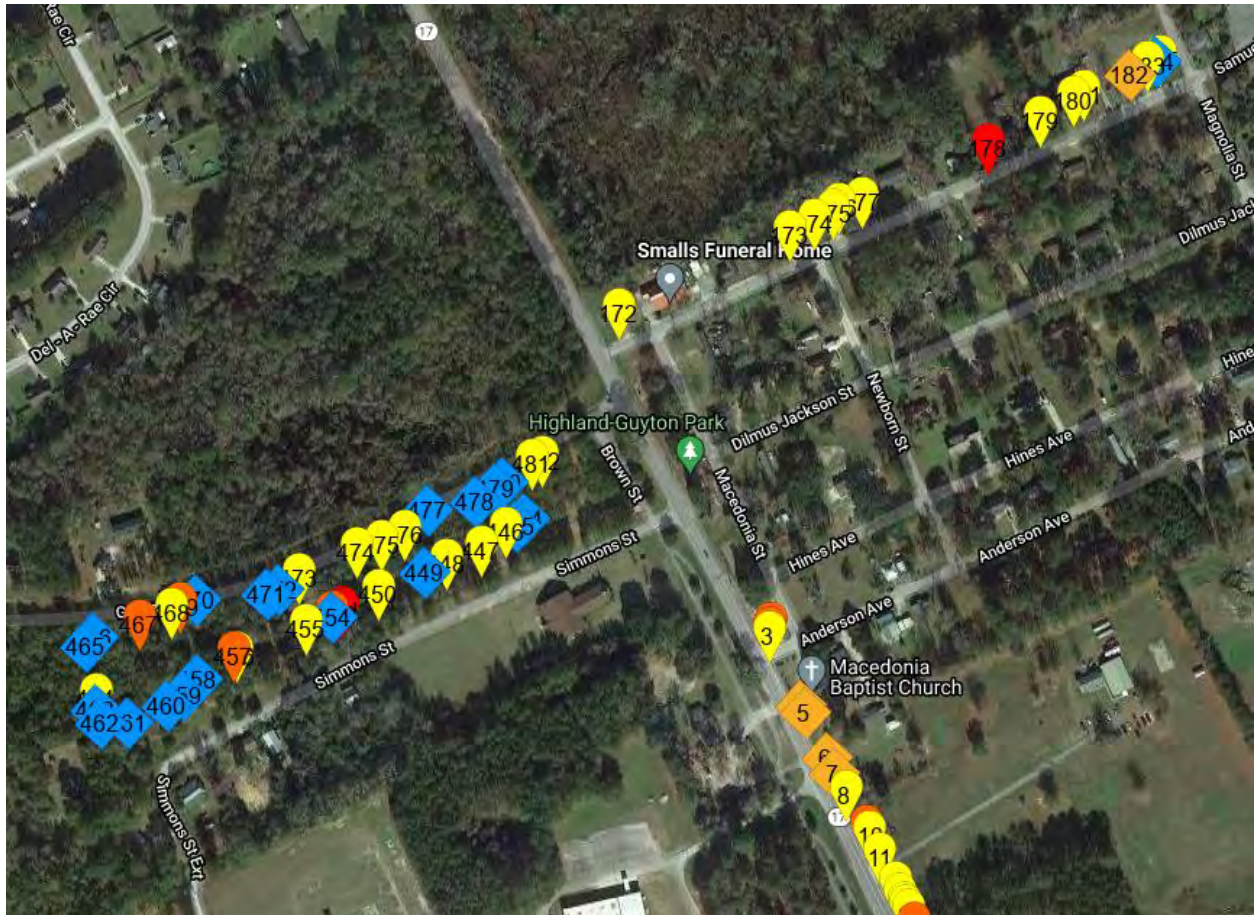
	Small Hazards 1/4" to 1/2"	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	308	69	21		
				Total # of Hazards	398
				Curbing (ft)	0 ft

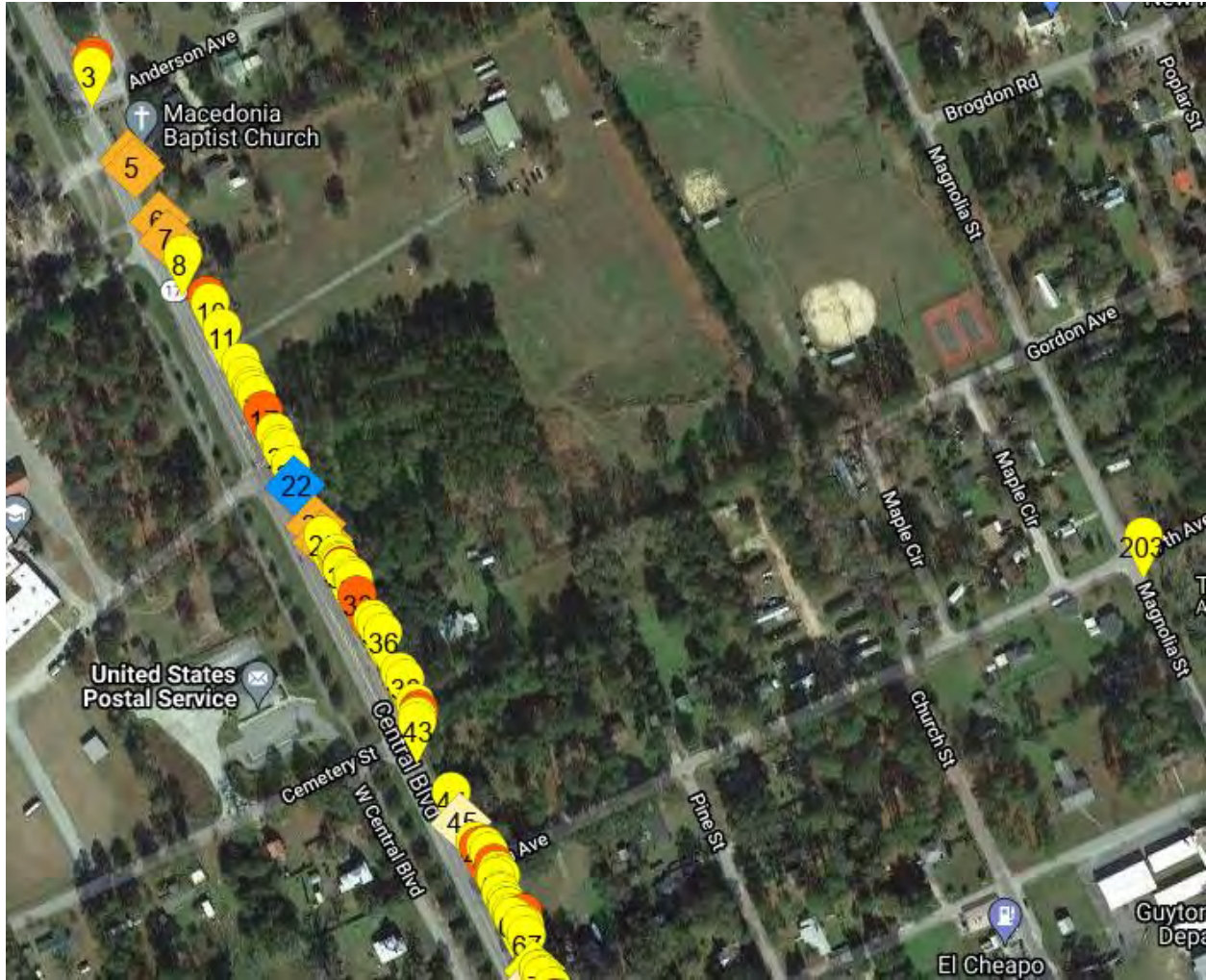
The map below shows all trip & fall hazards identified in our survey along with areas where a repair is not possible to resolve the sidewalk issue.





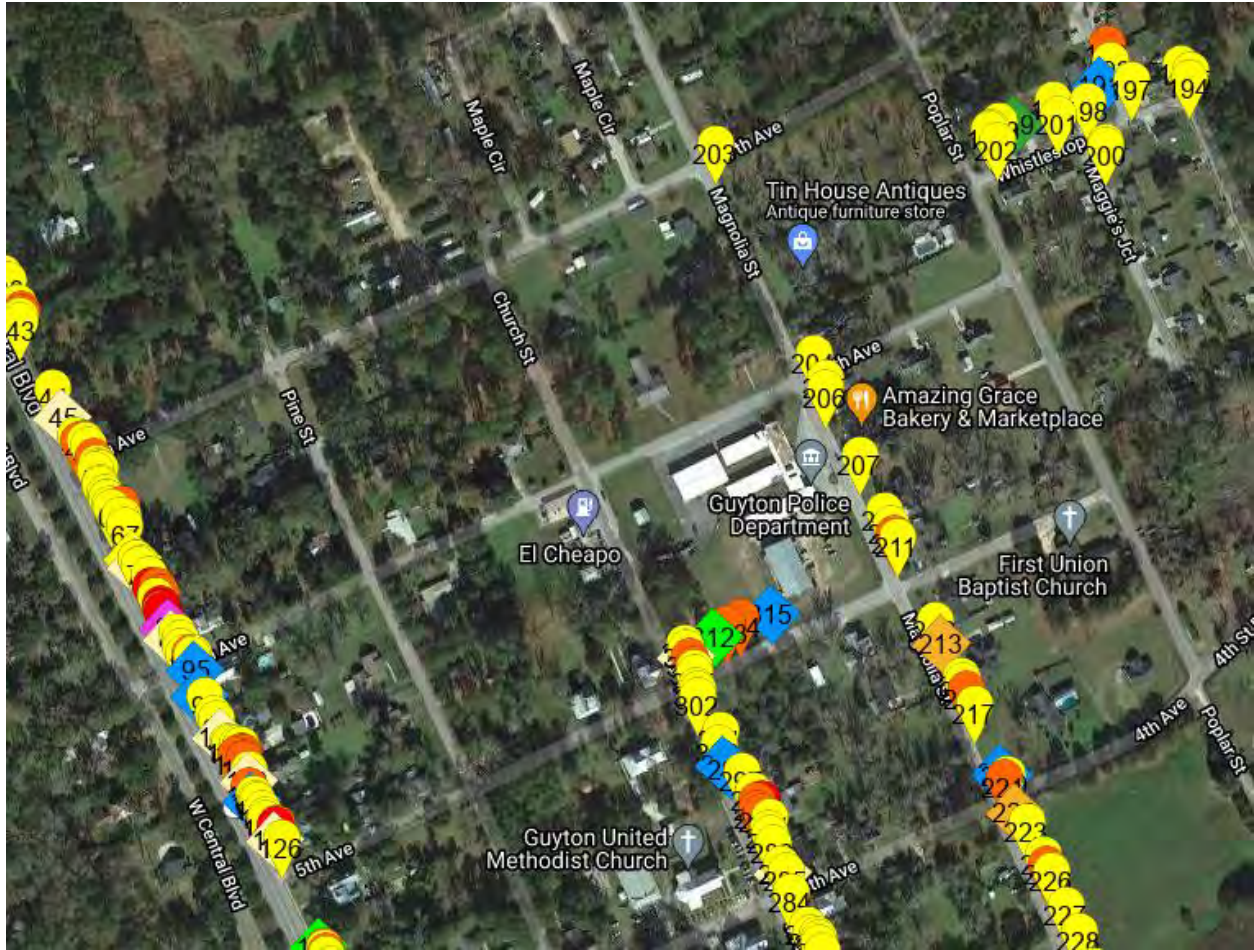


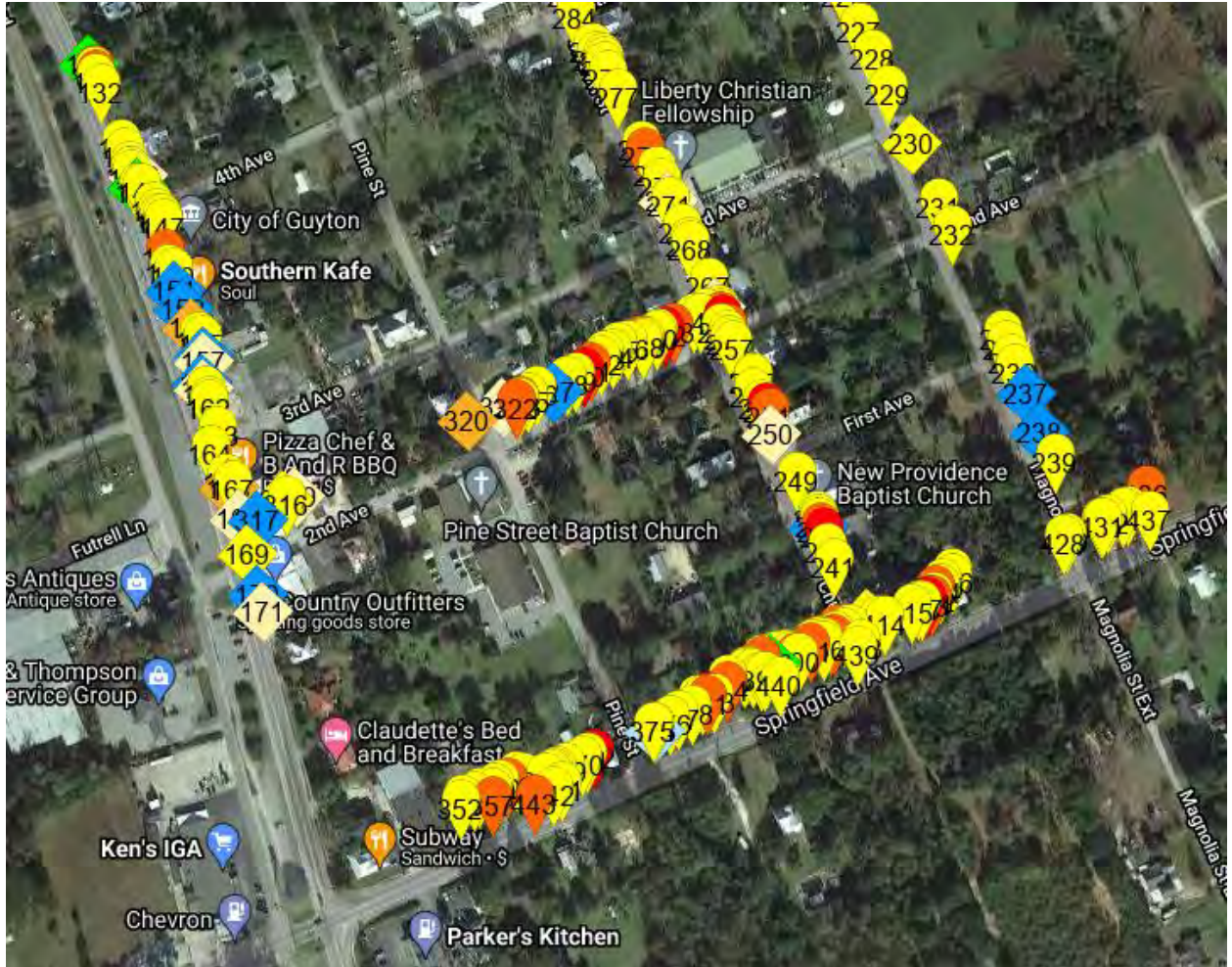


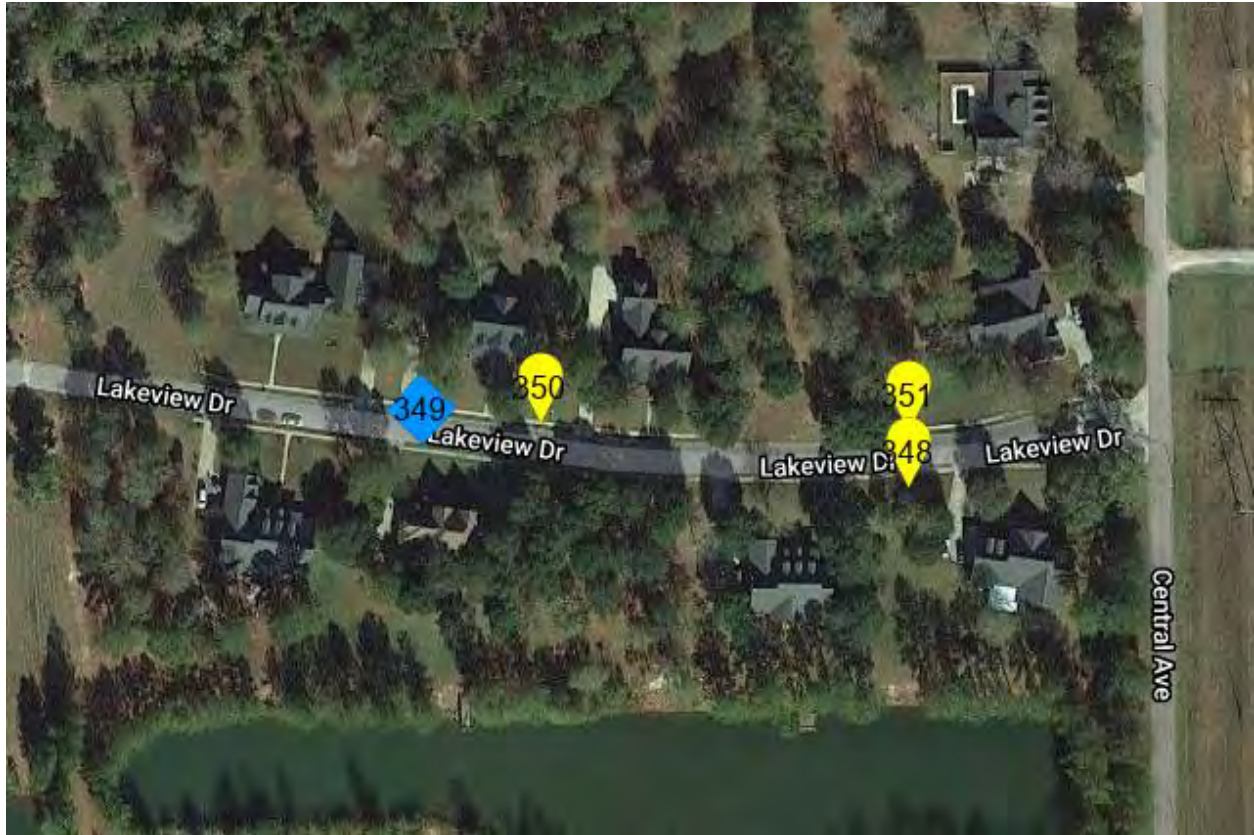


P.O. Box 492174, Lawrenceville, GA 30049 : Telephone: 770-722-2534 : todd@gasafesidewalks.com :
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Severe Hazard Offer (Medium & Large)

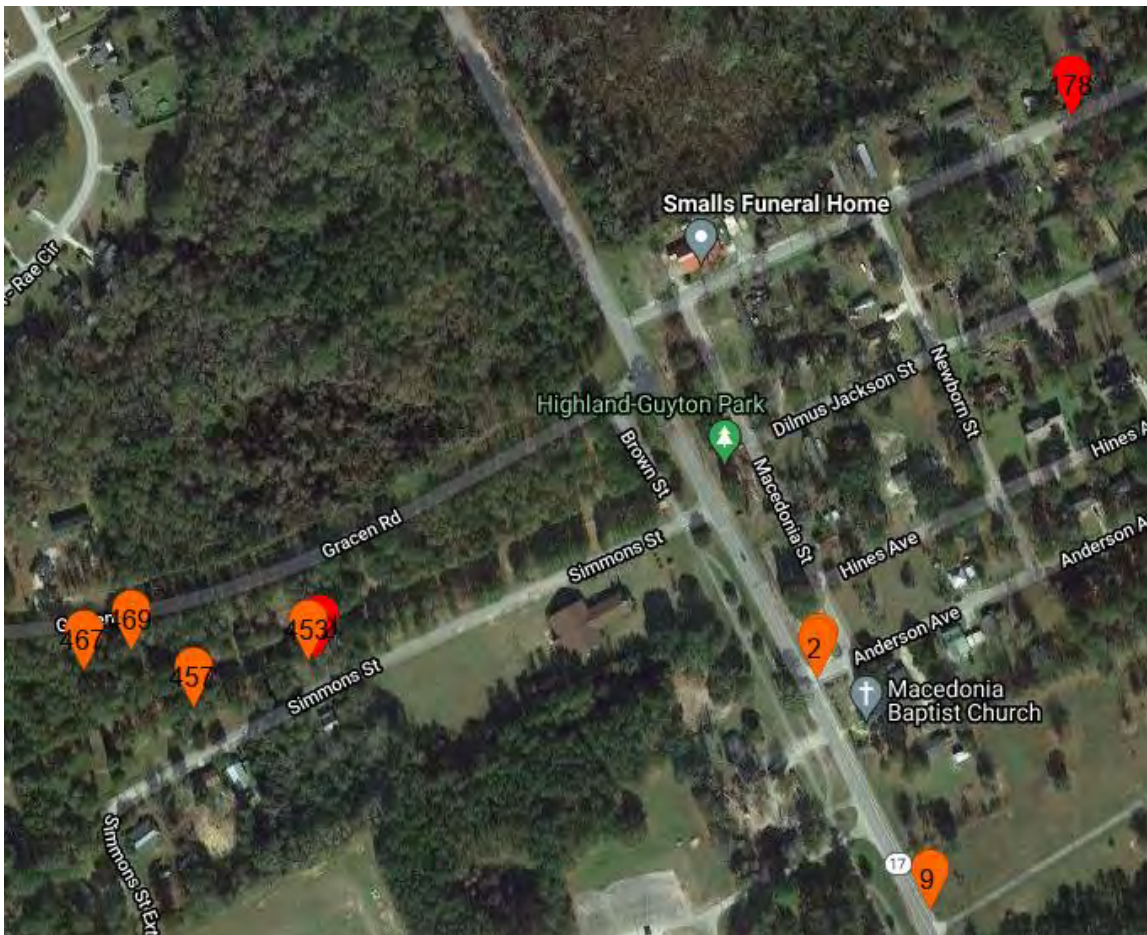
This option provides a little less expensive offer that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious potential trip & fall hazards from the property but will not leave the property free of vertical displacements. Smaller hazards will remain in the walkways.

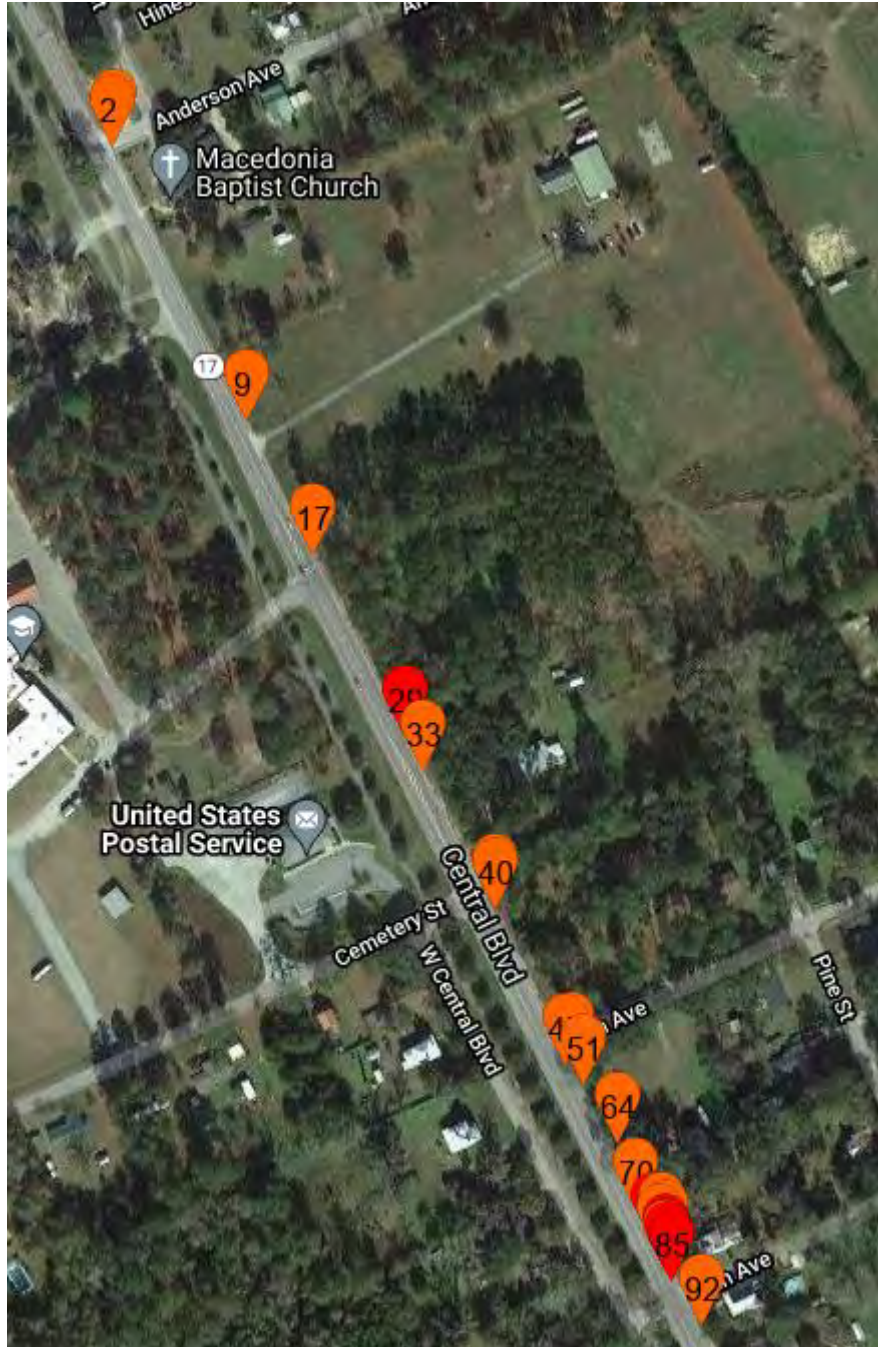
Price: \$13,740

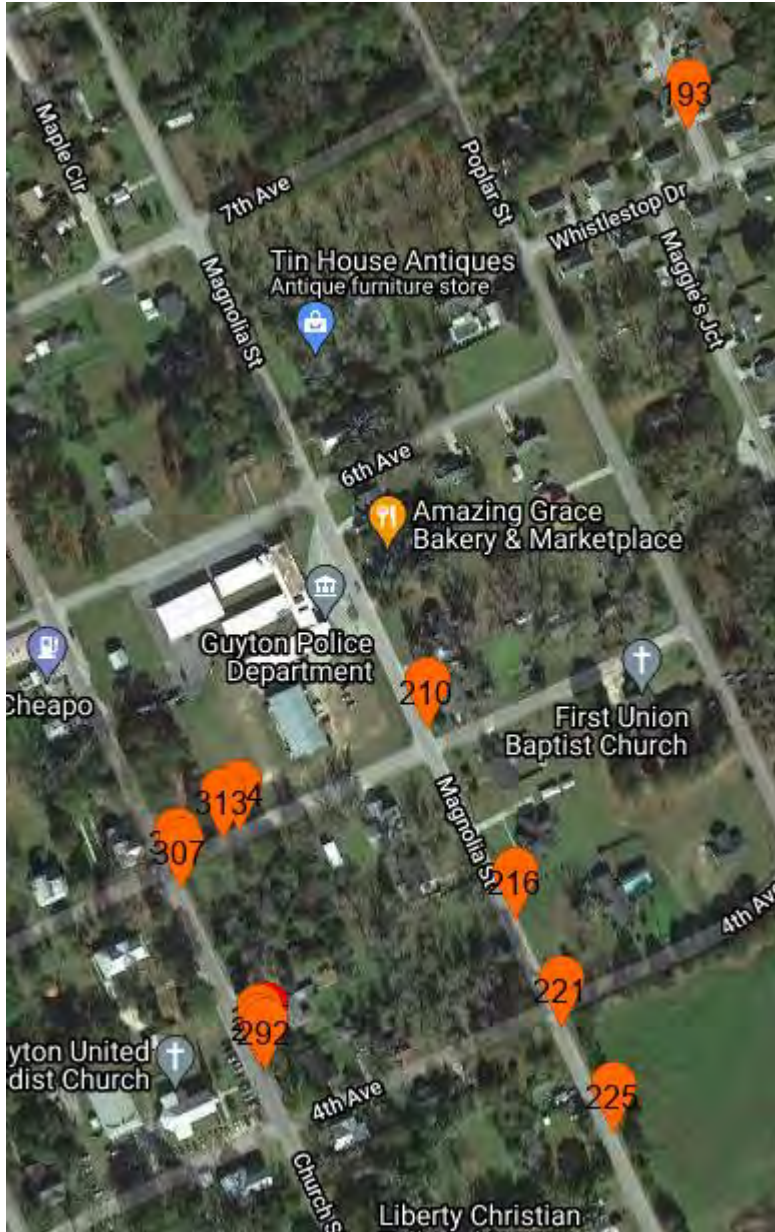
Days to Complete: ~ 2-3 days

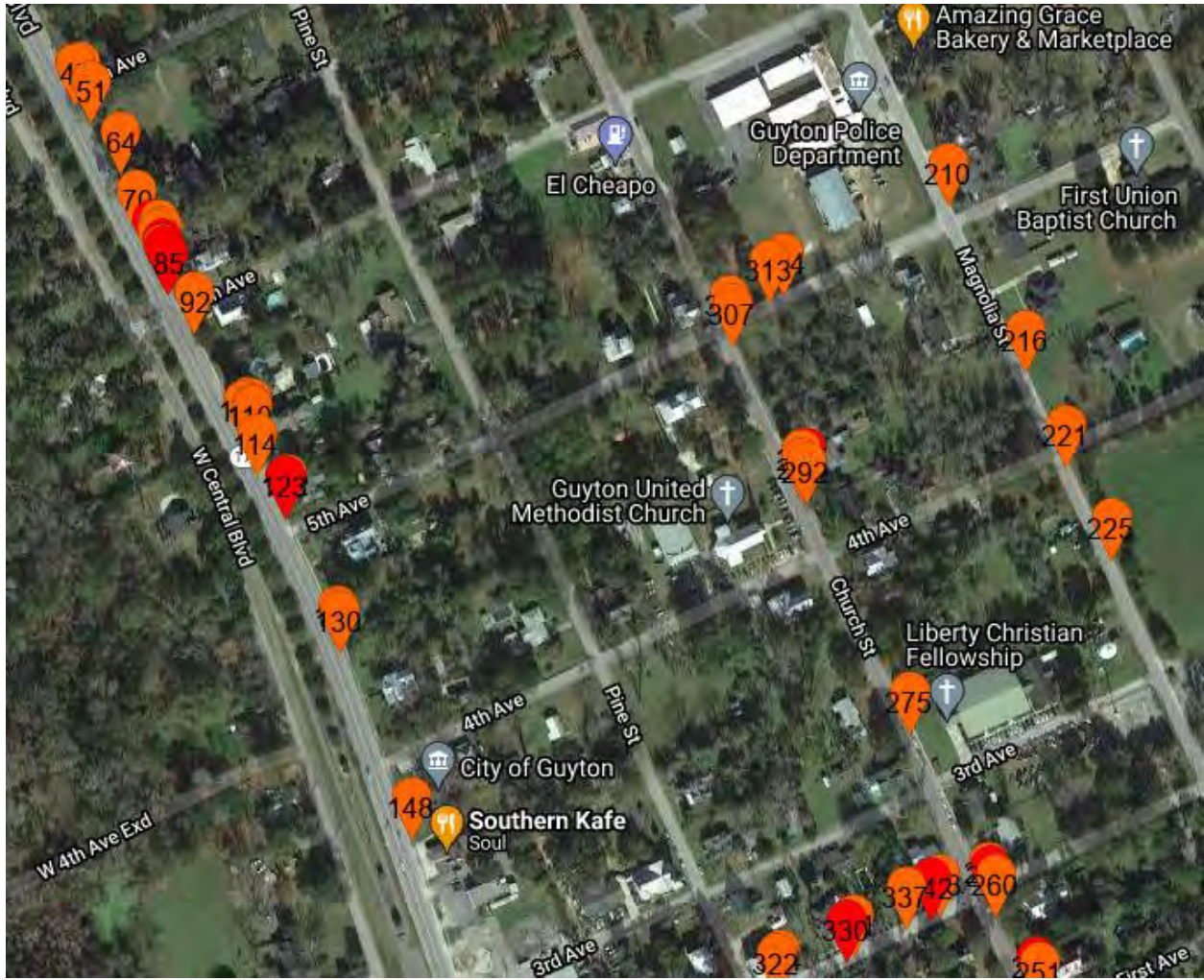
	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	69	21		
			Total # of Hazards	90

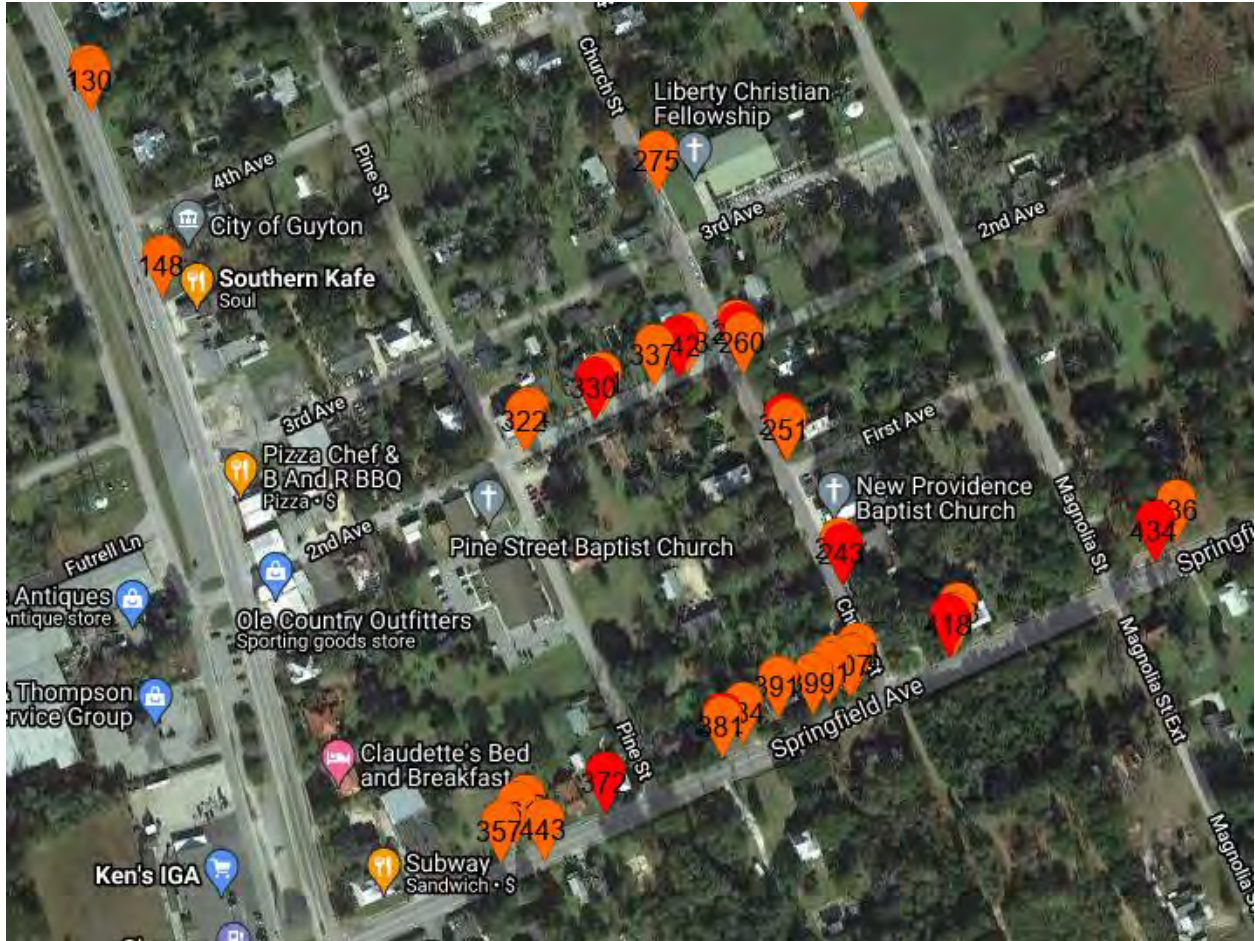
The maps below show the location of the medium sized vertical displacements identified in our survey followed by the smaller displacements identified in our survey. The maps of the smaller displacements show what will be left behind if a full project is not approved.



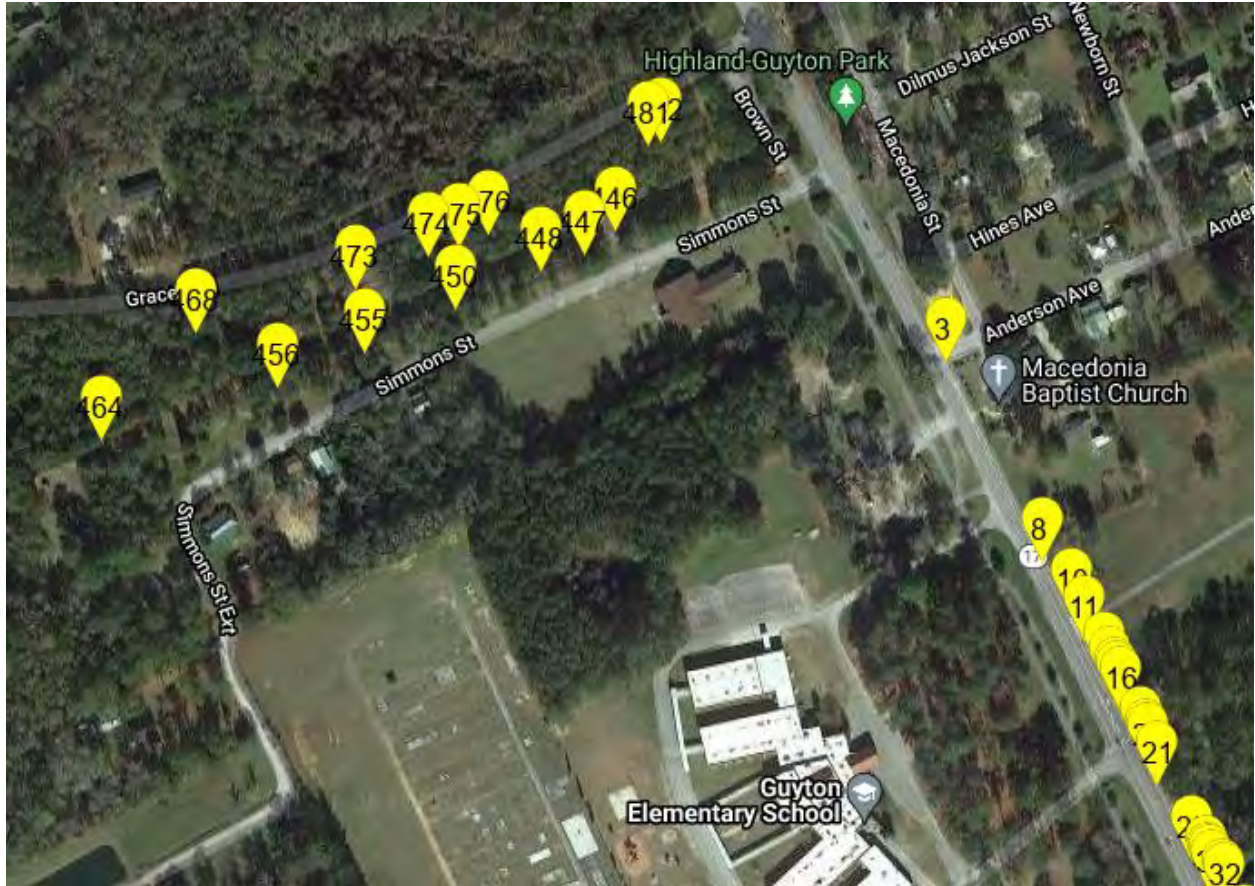


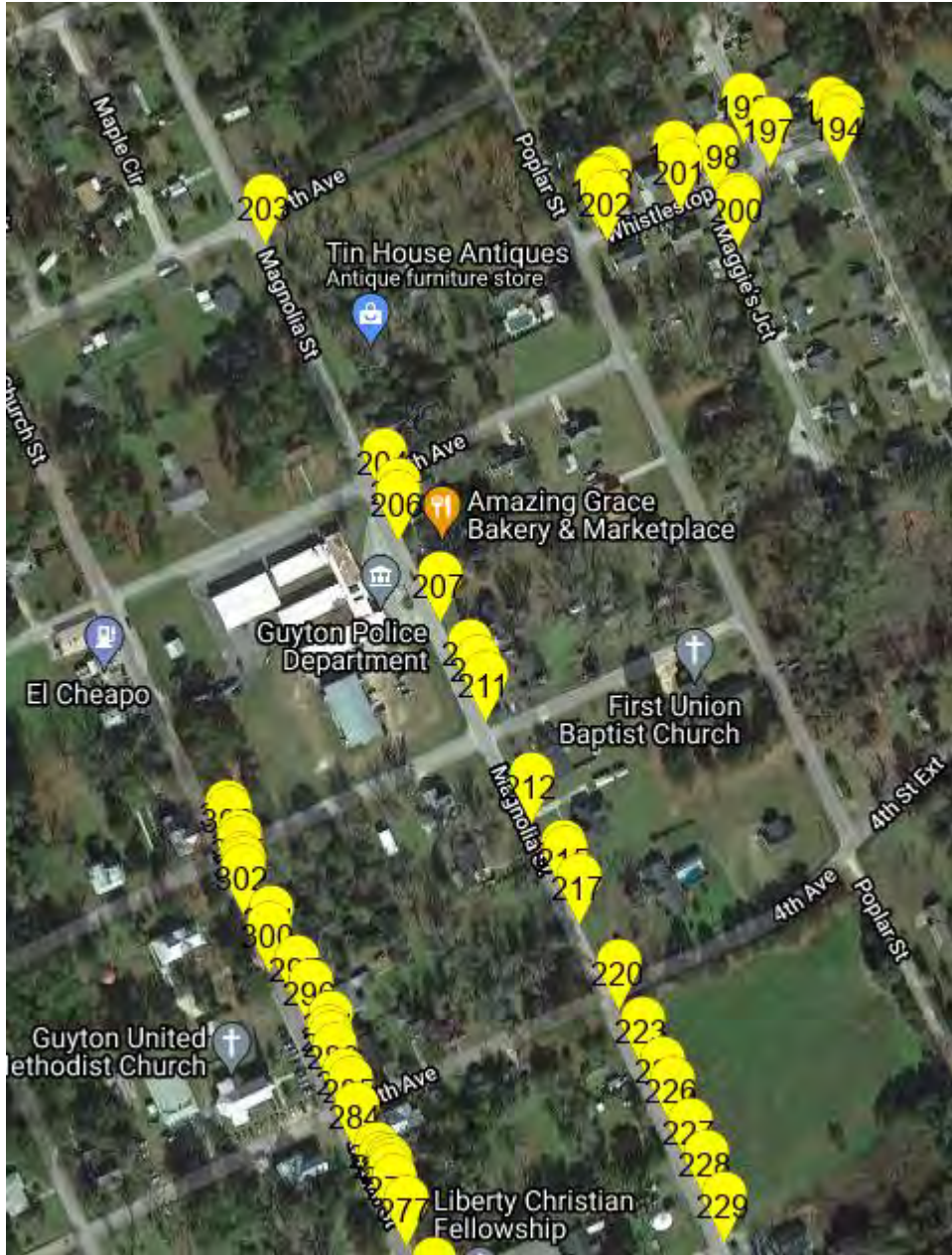


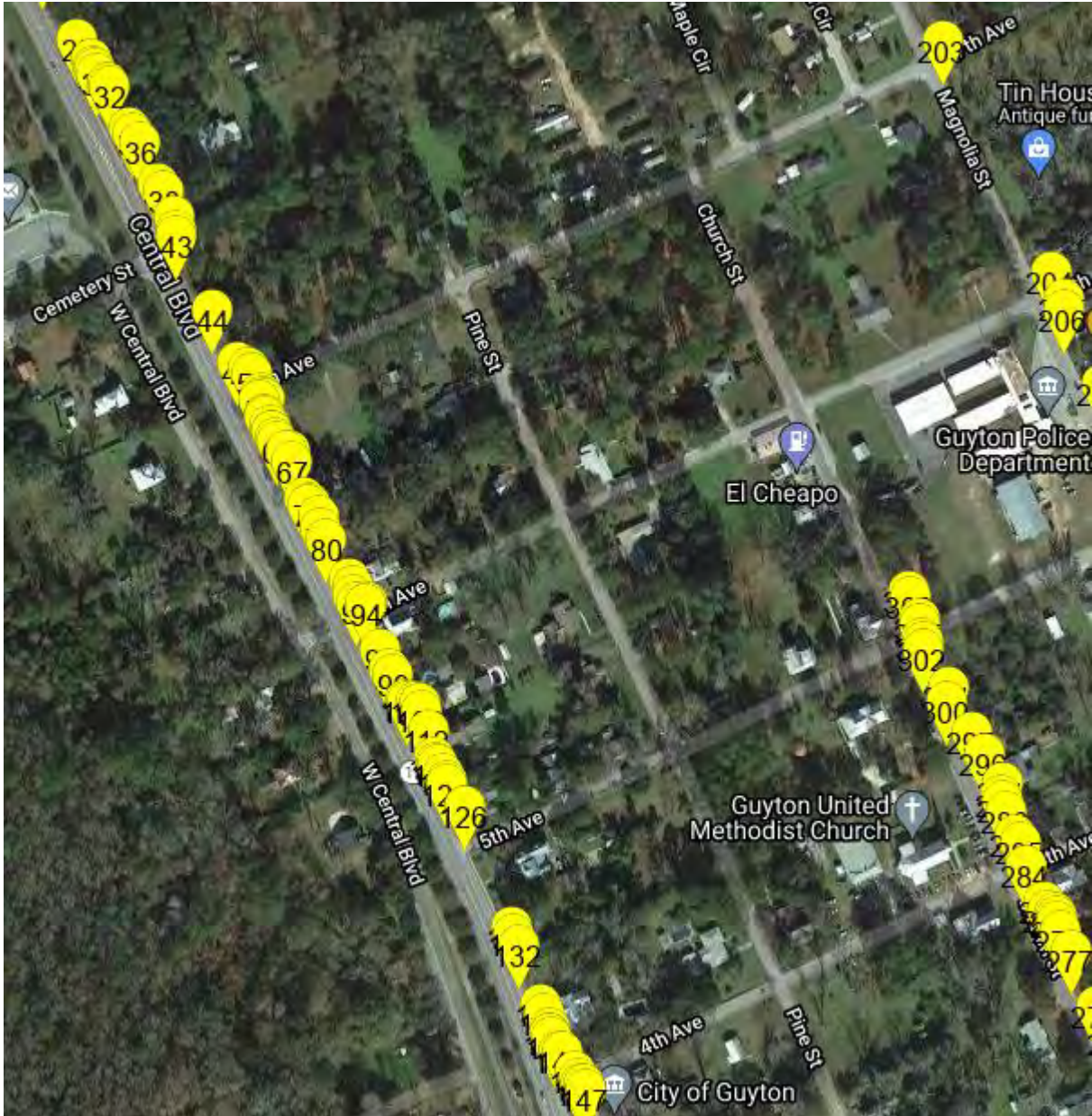


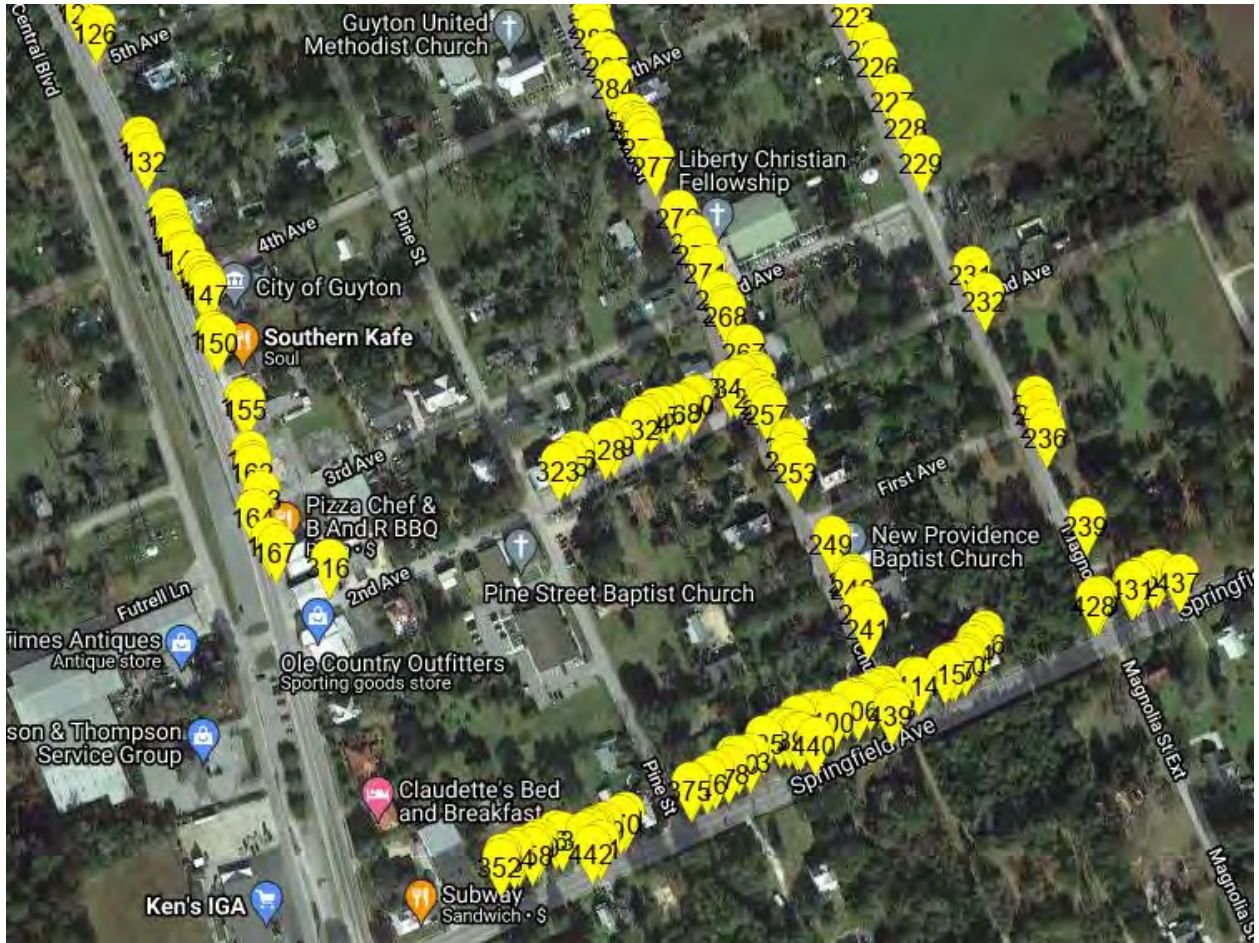












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Extreme Hazard Offer (Large only)

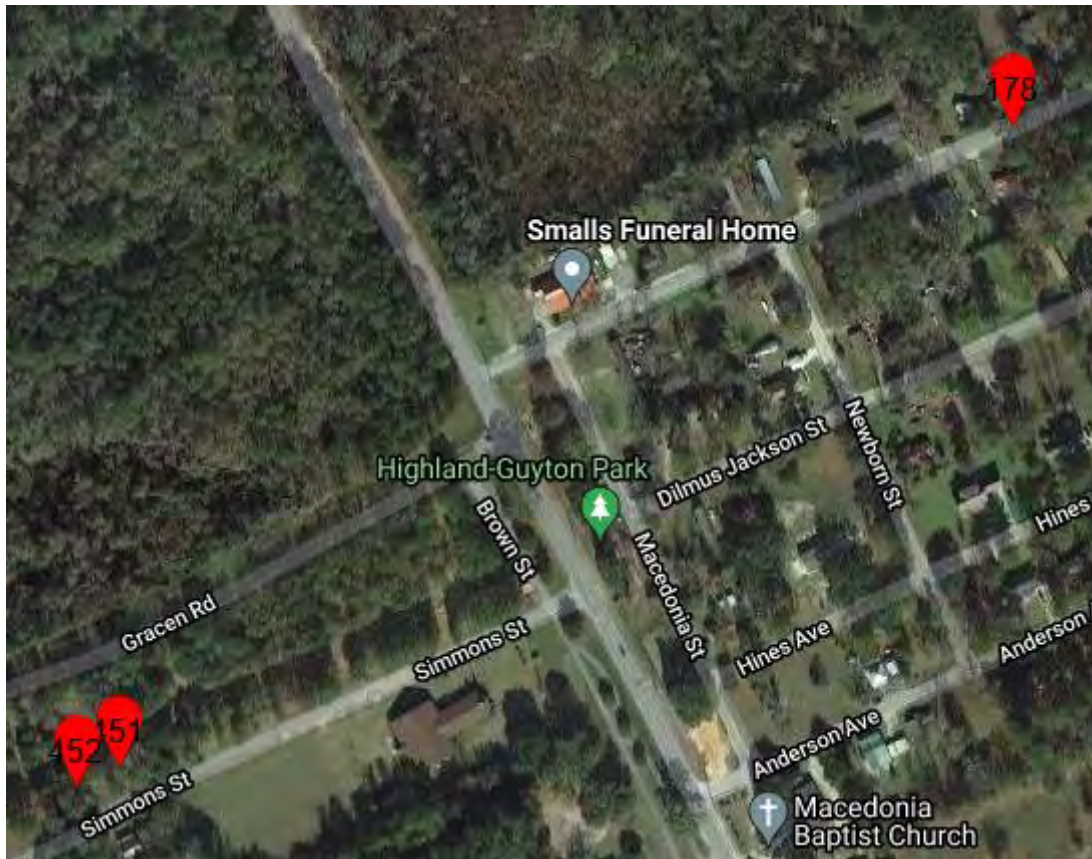
This option provides an even less costly offer that will remove only the most severe vertical displacements. It will remove only the most extreme hazards. It is provided to allow action on a smaller budget, but it will not leave the property free of vertical displacements.

Price: \$5,800

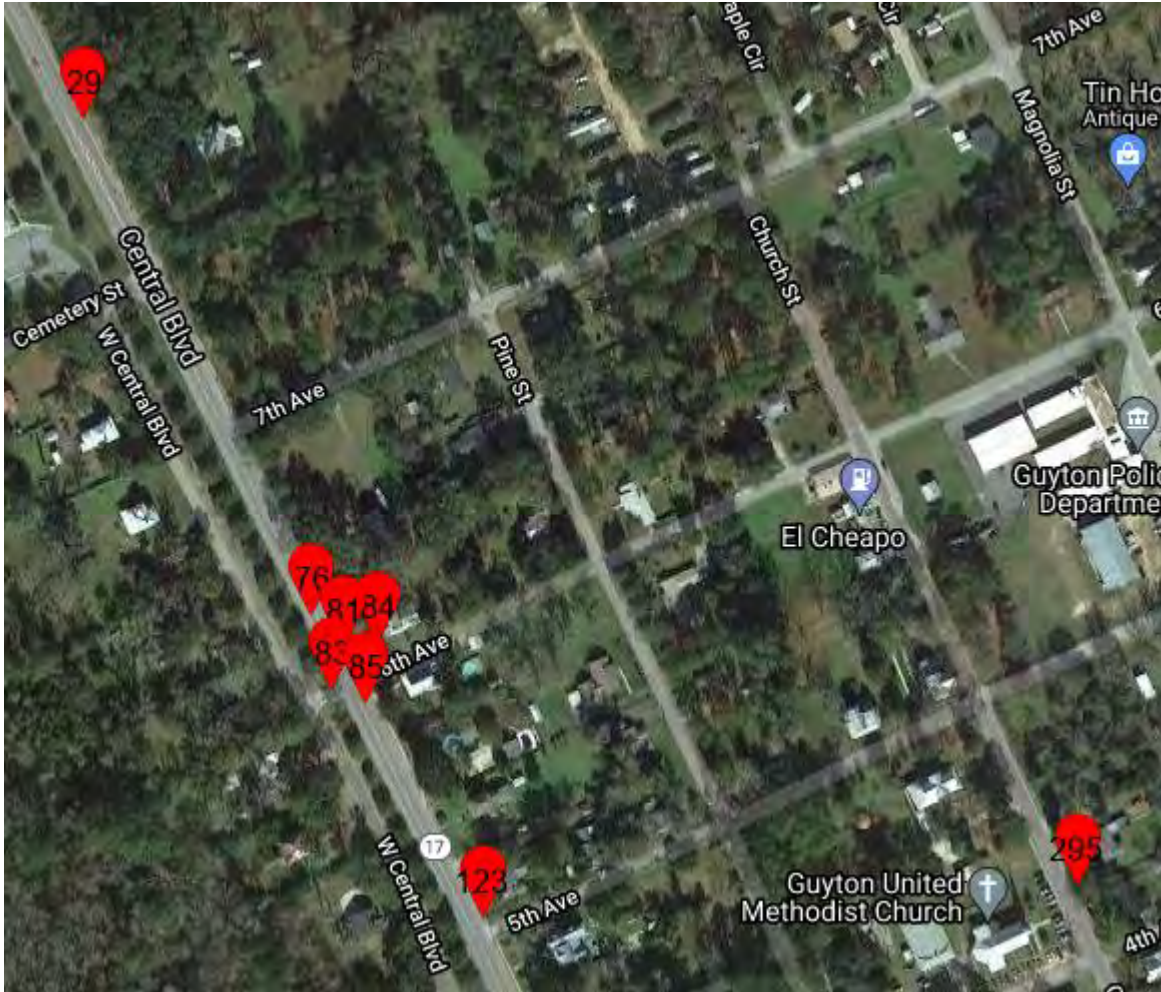
Days to Complete: ~ 1 day

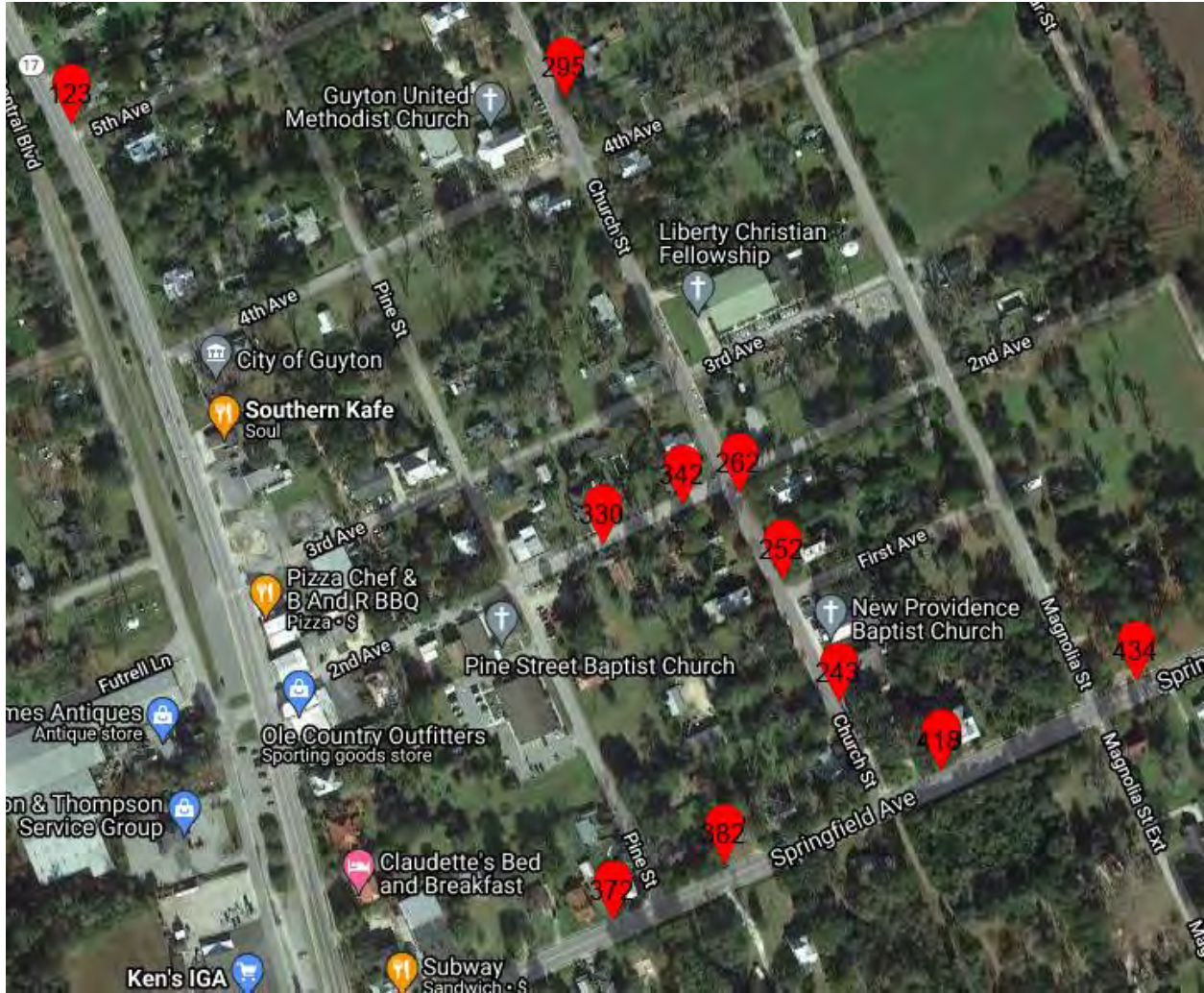
	Large Hazards 1-1/8" to 2"		
# of Hazards	21		
		Total # of Hazards	21

The map below shows the approximate location of the large vertical displacements identified in our survey.





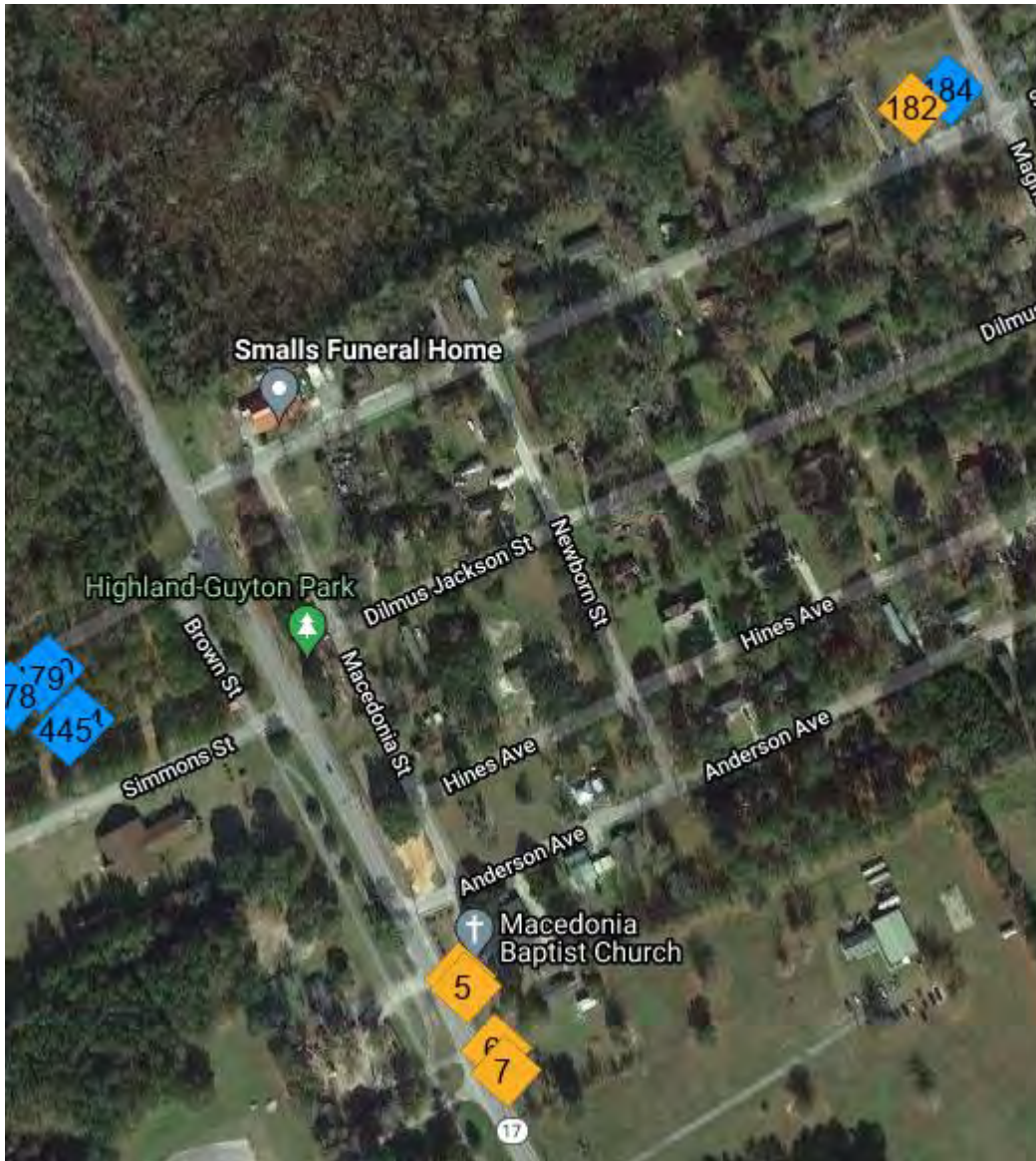


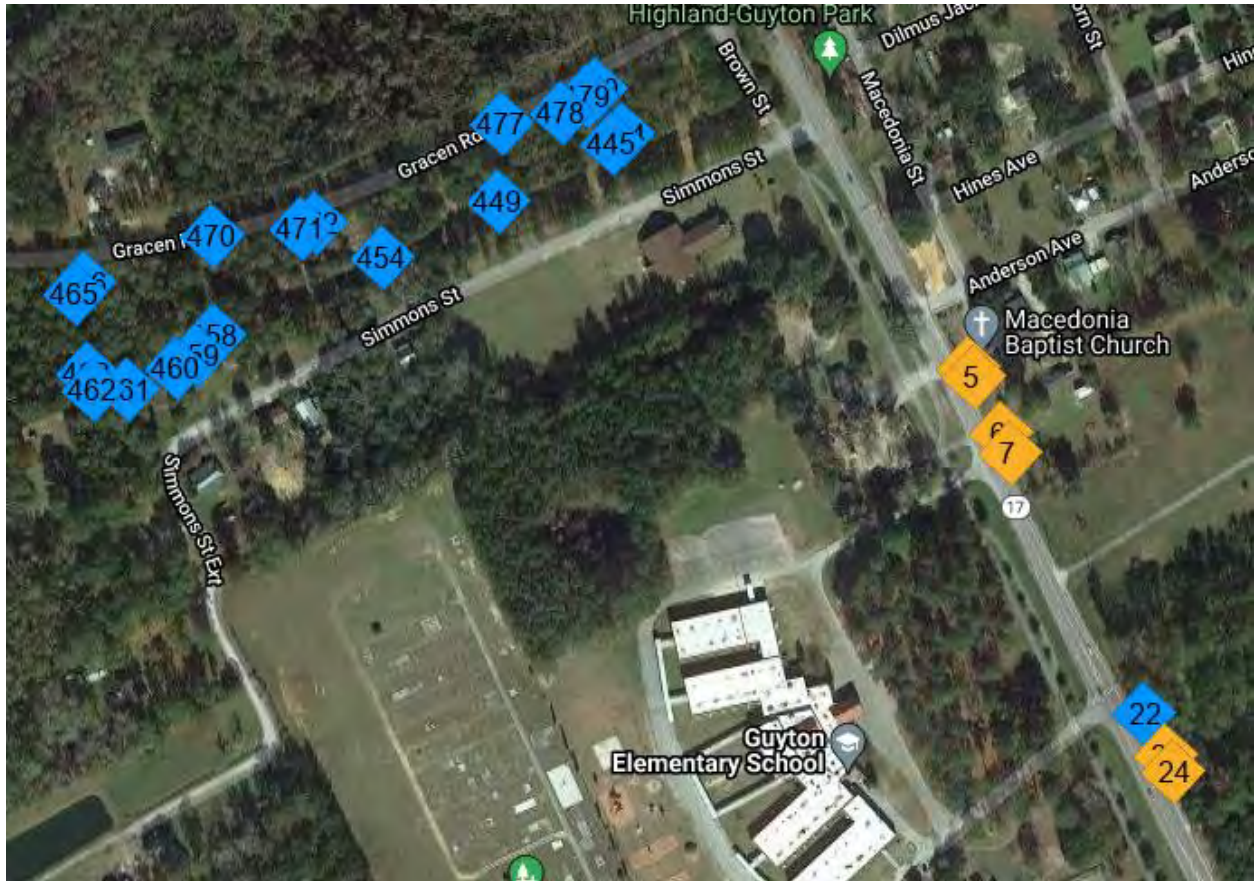




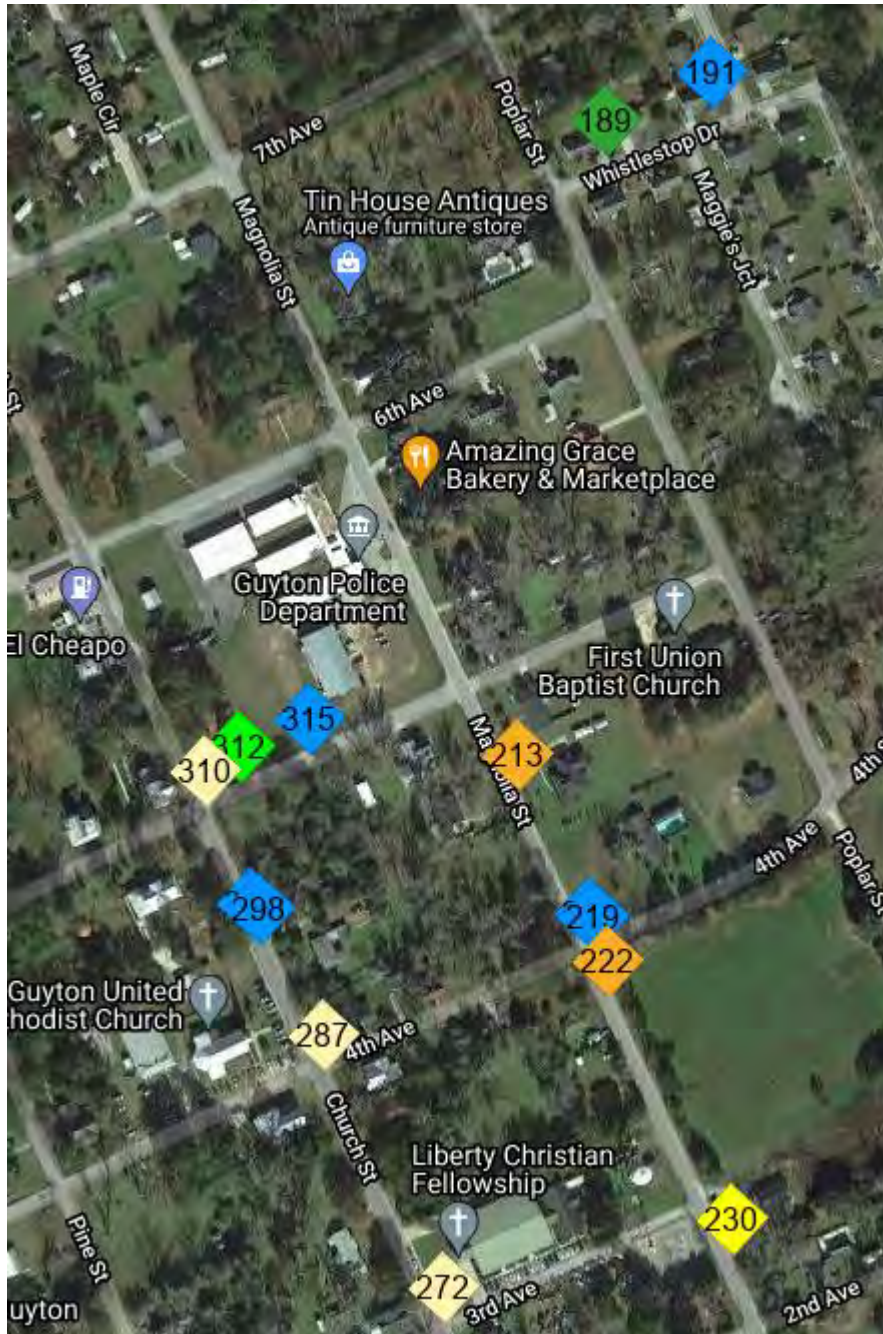
Replacement Areas – Repair not Possible

The maps below show areas identified in our survey where our repair process will not correct the issue. These areas need to be dealt with either by a concrete company, general contractor, or your in-house staff.





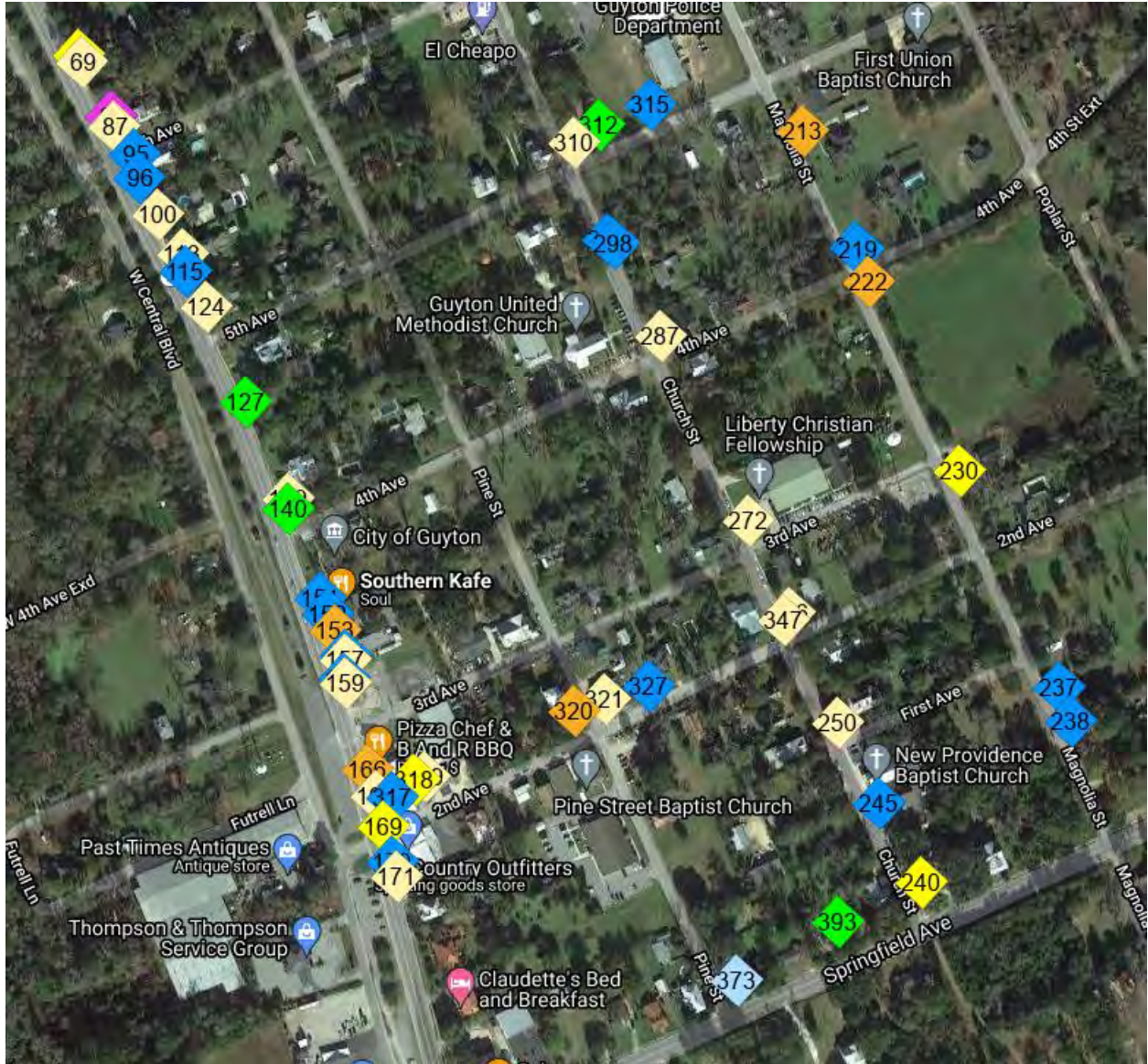






GEORGIA SAFE SIDEWALKS

Trip Hazard Removal Specialists
A Precision Concrete Cutting Affiliate





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Summary Table

The following table summarizes our survey and corresponds to the previous maps.

#	Description/Size	#	Description/Size	#	Description/Size
1	Medium	162	Small	323	Small
2	Medium	163	Small	324	Medium
3	Small	164	Small	325	Small
4	Fill chipped joint	165	Small	326	Small
5	Fill chipped joint	166	Fill gap	327	Broken
6	Fill chipped joint	167	Small	328	Small
7	Fill chipped joint	168	Need ADA ramp	329	Small
8	Small	169	Replace	330	Large
9	Medium	170	Broken	331	Medium
10	Small	171	Improve ADA ramp	332	Small
11	Small	172	Small	333	Small
12	Small	173	Small	334	Small
13	Small	174	Small	335	Small
14	Small	175	Small	336	Small
15	Small	176	Small	337	Medium
16	Small	177	Small	338	Small
17	Medium	178	Large	339	Small
18	Small	179	Small	340	Small
19	Small	180	Small	341	Small
20	Small	181	Small	342	Large
21	Small	182	Fill chipped joint	343	Medium
22	Broken	183	Small	344	Small
23	Fill chipped joint	184	Broken	345	Small
24	Fill chipped joint	185	Small	346	Small
25	Small	186	Small	347	Need ADA ramp
26	Small	187	Small	348	Small
27	Small	188	Small	349	Broken
28	Small	189	Cut back shrubs	350	Small
29	Large	190	Small	351	Small
30	Small	191	Broken	352	Small
31	Small	192	Small	353	Small
32	Small	193	Medium	354	Small



33	Medium	194	Small	355	Small
34	Small	195	Small	356	Small
35	Small	196	Small	357	Medium
36	Small	197	Small	358	Small
37	Small	198	Small	359	Small
38	Small	199	Small	360	Small
39	Small	200	Small	361	Medium
40	Medium	201	Small	362	Medium
41	Medium	202	Small	363	Small
42	Small	203	Small	364	Small
43	Small	204	Small	365	Small
44	Small	205	Small	366	Small
45	Need ADA ramp	206	Small	367	Small
46	Small	207	Small	368	Small
47	Medium	208	Small	369	Small
48	Medium	209	Small	370	Small
49	Small	210	Medium	371	Small
50	Small	211	Small	372	Large
51	Medium	212	Small	373	Utility too high
52	Small	213	Fill chipped joint	374	Small
53	Small	214	Small	375	Small
54	Small	215	Small	376	Small
55	Small	216	Medium	377	Small
56	Small	217	Small	378	Small
57	Small	218	Broken	379	Small
58	Small	219	Broken	380	Small
59	Small	220	Small	381	Medium
60	Small	221	Medium	382	Large
61	Small	222	Fill chipped joint	383	Small
62	Small	223	Small	384	Medium
63	Small	224	Small	385	Small
64	Medium	225	Medium	386	Small
65	Small	226	Small	387	Small
66	Small	227	Small	388	Small
67	Small	228	Small	389	Small
68	Replace	229	Small	390	Small



69	Should be a ramp	230	Replace	391	Medium
70	Medium	231	Small	392	Small
71	Small	232	Small	393	Too big to cut
72	Small	233	Small	394	Small
73	Small	234	Small	395	Small
74	Small	235	Small	396	Small
75	Small	236	Small	397	Small
76	Large	237	Broken	398	Small
77	Medium	238	Broken	399	Medium
78	Medium	239	Small	400	Small
79	Medium	240	Replace	401	Medium
80	Small	241	Small	402	Small
81	Large	242	Small	403	Medium
82	Medium	243	Large	404	Small
83	Large	244	Medium	405	Small
84	Large	245	Broken	406	Small
85	Large	246	Small	407	Medium
86	Missing	247	Small	408	Medium
87	Need ADA ramp	248	Small	409	Small
88	Small	249	Small	410	Medium
89	Small	250	Need ADA ramp	411	Small
90	Small	251	Medium	412	Small
91	Small	252	Large	413	Small
92	Medium	253	Small	414	Small
93	Small	254	Small	415	Small
94	Small	255	Small	416	Small
95	Broken	256	Small	417	Small
96	Broken	257	Small	418	Large
97	Small	258	Small	419	Large
98	Small	259	Small	420	Small
99	Small	260	Medium	421	Medium
100	Need ADA ramp	261	Small	422	Small
101	Small	262	Large	423	Medium
102	Small	263	Medium	424	Small
103	Small	264	Small	425	Small
104	Small	265	Small	426	Small



105	Small	266	Need ADA ramp	427	Small
106	Small	267	Small	428	Small
107	Medium	268	Small	429	Small
108	Medium	269	Small	430	Small
109	Medium	270	Small	431	Small
110	Medium	271	Small	432	Small
111	Medium	272	Need ADA ramp	433	Small
112	Small	273	Small	434	Large
113	Need ADA ramp	274	Small	435	Small
114	Medium	275	Medium	436	Medium
115	Broken	276	Small	437	Small
116	Small	277	Small	438	Small
117	Small	278	Small	439	Small
118	Small	279	Small	440	Small
119	Small	280	Small	441	Small
120	Small	281	Small	442	Small
121	Small	282	Small	443	Medium
122	Medium	283	Small	444	Broken
123	Large	284	Small	445	Broken
124	Need ADA ramp	285	Small	446	Small
125	Small	286	Small	447	Small
126	Small	287	Need ADA ramp	448	Small
127	Too big to cut	288	Small	449	Broken
128	Small	289	Small	450	Small
129	Medium	290	Small	451	Large
130	Medium	291	Small	452	Large
131	Small	292	Medium	453	Medium
132	Small	293	Medium	454	Broken
133	Small	294	Medium	455	Small
134	Small	295	Large	456	Small
135	Small	296	Small	457	Medium
136	Small	297	Small	458	Broken
137	Small	298	Broken	459	Broken
138	Small	299	Broken	460	Broken
139	Improve crosswalk	300	Small	461	Broken
140	Too big to cut	301	Small	462	Broken



141	Small	302	Small	463	Broken
142	Small	303	Small	464	Small
143	Small	304	Small	465	Broken
144	Small	305	Small	466	Broken
145	Small	306	Small	467	Medium
146	Small	307	Medium	468	Small
147	Small	308	Medium	469	Medium
148	Medium	309	Small	470	Broken
149	Small	310	Need ADA ramp	471	Broken
150	Small	311	Small	472	Broken
151	Broken	312	Too big to cut	473	Small
152	Broken	313	Medium	474	Small
153	Fill chipped joint	314	Medium	475	Small
154	Small	315	Broken	476	Small
155	Small	316	Small	477	Broken
156	Broken	317	Broken	478	Broken
157	Need ADA ramp	318	Replace	479	Broken
158	Broken	319	Need ADA ramp	480	Broken
159	Need ADA ramp	320	Fill gap	481	Small
160	Small	321	Need ADA ramp	482	Small
161	Small	322	Medium		



The photo to the left shows a joint where concrete has been chipped away from the joint. It can & should be filled instead of replaced with new concrete. We do not provide this type of work because most of our clients have maintenance staff that can do it less expensively on their own with materials purchased at local hardware stores.



The photo to the right shows an example of broken sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not work that we can provide. It will require a general contractor.



The photo to the left shows where ADA ramps are needed to cross a street. Because we do not provide concrete construction services, we cannot construct these ramps, but we identify where they are needed as part of our inspection services.

The photo to the right shows a piece of sidewalk that should be replaced with new concrete. The displacement is too big for our repair process. Because we do not provide concrete construction services, this is not work that we can provide. It will require a general contractor.



The photo to the left shows a driveway apron where sidewalk is missing, and where a ramp is needed to replace the curb in the driveway apron. Because we do not provide concrete construction services, this is not work that we can provide. It will require a general contractor.

The photo to the right shows missing sidewalk. Concrete should be added to complete the sidewalk. Because we do not provide concrete construction services, this is not work that we can provide. It will require a general contractor.



The photo to the left shows displacements that are too big to be repaired. The displacement is well over 2" high. Cutting away the high concrete will leave a slab that is too thin and susceptible to breaking. This piece of sidewalk should be replaced with new concrete. Because we do not provide concrete construction services, this is not work that we can provide. It will require a general contractor.



The photo to the left shows a driveway apron/crosswalk that should be improved. It is too broken and uneven. Because we do not provide concrete construction services, this is not work that we can provide. It will require a general contractor.

The photo to the right shows a wide gap that should be filled. We do not provide this type of work because most of our clients have maintenance staff that can do it less expensively on their own with materials purchased at local hardware stores.



The photo to the left shows an area of sidewalk that should be replaced with new concrete. The surface is spalled, and it is too uneven for a repair. Because we do not provide concrete construction services, this is not work that we can provide. It will require a general contractor.

The photo to the right shows an ADA ramp that is out of compliance. There is a large displacement at its lower end but the position of the truncated pad does not allow us to apply our repair process. This will require the attention of a general contractor.



The photo to the left shows a landscaping issue. The shrubs have overgrown the sidewalk and need to be cut back to open it up to pedestrians. We do not provide this type of work since it is normally the responsibility of the property owner.



The photo to the left shows a broken storm runoff catch basin that is in need of repair. The city apparently knows about it already. Because we do not provide concrete construction services, this is not work that we can provide. It will require a general contractor.

The photo to the right shows a steel catch basin cover that is too high in the sidewalk. It should be flush with the walking surface. Because we do not provide concrete construction services, this is not work that we can provide. It will require a general contractor.





Competitive Analysis

Versus Demolition & Replacement

Our biggest advantages over removal & replacement is cost and time.

Georgia Safe Sidewalks has 15 years of history removing vertical displacements for organizations throughout Georgia. Our average cost throughout our history to remove a vertical displacement is \$50 per repair. We usually perform a repair to a single sidewalk slab that is most commonly 5' wide x 5' long or 25 square feet of concrete. This places our average repair cost at \$2 per square foot.

Research and customer feedback shows that sidewalk removal and replacement costs run between \$10 and \$15 per square foot. Costs associated with removal and replacement include:

- ✦ Labor to demolish the old sidewalk, dispose of waste concrete, prepare site for new sidewalk, pour and finish the new concrete, and clean up the site including possible damage to surrounding utilities and landscaping.
- ✦ Large equipment usage such as trucks, tractors, trailers, compressors, etc.
- ✦ Disposal costs for waste concrete at landfills.
- ✦ Investments into a multitude of small tools used for demolition, site preparation, and concrete finishing.

This proposal represents an opportunity to improve pedestrian safety, compliance with ADA in regards to vertical displacements, and to reduce liability associated with trip and fall injuries.

Estimated Concrete “not” Removed: 7,500 square feet

Estimated Savings: \$70,000

Additional Benefits over Demolition & Replacement

- ✦ Small crew means less disruption to the community during production.
- ✦ Small equipment means no risk of damage to property landscaping, irrigation systems, utilities, and personal property.
- ✦ No threat of vandalism to wet concrete.
- ✦ Faster production means less disruption to the community.
- ✦ Less concrete waste is produced meaning a smaller contribution to landfills, concrete waste is recycled.
- ✦ Small equipment means less greenhouse gas emissions into the environment.



Versus Grinding

These photos are of typical grinds on sidewalks in Georgia.

The photos at right show the uneven, unprofessional appearance of sidewalk repair by a grinder. It shows how the lower slab that didn't need repaired has been scarred and how the trip hazard at the edge of the sidewalk was not removed. They show how the grinder just knocked off the corner of the slab and left a trip hazard at least 1" high. In both instances any money spent on either repair, regardless of how little, was wasted because the repairs are not ADA compliant.



Additional Benefits over Grinding

- ✚ Faster production. Our customers report that GASS removes as many trip hazards in a single day as a grinding company does in a week.
- ✚ GASS removes the entire trip hazard each and every time.
- ✚ GASS guarantees an ADA compliant repair.
- ✚ GASS is priced equal to or lower than grinding. Most grinding companies charge \$10-\$15 per linear foot. On 5' sidewalks repairing 25 square foot slabs this equates to a cost equal to \$2-\$5 per square foot.



OSHA Certification

You need to be careful if you are doing your own grinding and asking employees to do this type of work. First, to grind a sidewalk you must utilize equipment that will minimize dust. The equipment being used must include dust abatement. Second, your employee or contractor performing this work must be wearing the recommended safety gear to work in a dusty environment. Third, any employee of yours, or your vendor must be certified by a physician for permission to work while wearing this safety equipment. If you send an employee to rent a grinder to repair sidewalks without this certification, you are in violation of OSHA regulations and can be fined or held liable in future years for any health issues to that employee.

All employees at Georgia Safe Sidewalks have been physician certified and meet OSHA requirements.

“Nobody that truly cares about the appearance of their property will allow anybody to tear up their sidewalks with a grinder.”



VERTICAL DISPLACEMENT REMOVAL AGREEMENT/AUTHORIZATION TO PROCEED

PART 1. GENERAL

Date: This Agreement made this _____ day of _____, 20_____

1.1 Contractor

Georgia Safe Sidewalks
PO Box 492174
Lawrenceville, GA 30049
Office: 770-702-0766 Mobile: 770-722-2534
Email: Todd@GASafeSidewalks.com
Contractor's Representative: Todd Fulk

1.2 Client (herein called "Client") _____

Project Address Location:

On Site Contact Phone: _____

On Site Contact Email: _____

1.3 Project. Removal of sidewalk vertical displacements at various locations within the area as defined by the Georgia Safe Sidewalks Proposal dated _____. Method shall involve horizontal saw-cutting of vertical displacements from area defined in proposal.

PART 2. SCOPE OF WORK

2.1 Generally.

A. Georgia Safe Sidewalks shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of horizontal saw-cutting, removing and disposing of concrete sidewalk vertical displacements designated in the Proposal as set forth in the Georgia Safe Sidewalk Proposal dated _____. All concrete shall be disposed of as required by law.



PART 3. PAYMENT/AUTHORIZATION

3.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Proposal, plus the cost of all insurance, permits, fees, and all charges, expenses or assessment of whatever kind of character.
- B. The Client shall pay the Contractor the amount not to exceed \$_____ total for all concrete cut, removed and disposed of set forth on the Proposal. Total amount is due within 15 days of each invoice submittal by Vendor.
- C. Other terms: N/A

3.2 LEGAL

- A. **Authorization.** By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Georgia Safe Sidewalks is approved to schedule the work and complete it according to the agreed upon schedule.
- B. Acceptance of this contract/proposal in no way transfers ownership of clients sidewalks or responsibility for maintenance to Georgia Safe Sidewalks.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this agreement.

Client: _____

By: _____
Signature & Title

Printed Name

Date: _____

Georgia Safe Sidewalks

By: _____
Signature & Title

Printed Name

Date: _____

Primary considerations for drafting of liquor store ordinance:

1. Number of licenses allowed
2. Requirements as to square footage and inventory
3. Proximity to vulnerable establishments (schools, treatment centers, churches, etc)
4. Proximity between licensed establishments
5. Allowed zoning districts
6. Restrictions on merchandise offered for sale
7. Hours of operation
8. Allowance in freestanding vs. shopping center
9. Application process/ lottery system

Liquor Store Laws

Brookhaven: distance requirements

Sec. 4-604. - Location of retail liquor package stores.

No new retail establishment selling distilled spirits by the package shall be located within 1,000 yards of an existing retail establishment selling distilled spirits by the package. This prohibition shall not apply to a hotel or a motel with a restaurant holding a consumption on the premises license which sells package distilled spirits, malt beverages, or wine to its guests as part of room service.

Carrollton: minimum size/ inventory req, limit on number of licenses, freestanding

- **Sec. 6-38. - License issuance—Retail dealer building and inventory requirements.**

No retail dealer license for the sale of distilled spirits shall be issued to any applicant whose building where the business will be conducted (a) is not "free standing" (i.e., is part of a larger building or structure) and (b) does not include a showroom with a minimum of 5,000 square feet and an additional storage area of at least 500 square feet. For distilled spirits retail dealers desiring to sell malt beverages and wine in addition to distilled spirits, at least an additional 500 square feet of showroom, and at least an additional 500 square feet of storage area is required over and above the minimum square feet for the establishment set forth above. In addition to the minimum square footage, retail dealers for the sale of distilled spirits shall maintain a minimum inventory of at least \$300,000.00 in distilled spirits available for sale. Retail dealers selling malt beverages and wine in addition to distilled spirits shall maintain a minimum \$15,000.00 inventory in malt beverages and wine.

(Amd. of 12-6-04)

- **Sec. 6-39. - Maximum number of distilled spirits retail licenses permitted.**

(a) Subject to subsections (b)—(e) below, the city will not accept any additional applications for the retail sale of distilled spirits by the package, and no additional licenses for the retail sale of distilled spirits by the package shall be issued.

(b) If at any time and for whatever reason, the number of active licenses for the retail sale of distilled spirits by the package falls below three, then the city shall accept applications for and issue such additional licenses for the retail sale of distilled spirits by the package so as to bring the total number of active licenses for the retail sale of distilled spirits by the package to three.

(c) The provisions of subsection (b) notwithstanding, additional licenses may be issued once the population of the city exceeds 25,000. In this regard, one additional license shall be issued for each 5,000-person increase in population over 25,000. In determining population, the city shall utilize the most recent population figures published by the Atlanta Regional Commission. In the absence of such figures, the city shall utilize the U.S. Census of 2000 or any future decennial census.

(d) If the total number of permitted licenses has increased pursuant to subsection (c) above, and if at any time and for whatever reason thereafter, the number of active licenses for the retail sale of distilled spirits by the package falls below the number then permitted, then the city shall accept applications for and issue such additional licenses for the retail sale of distilled spirits by the package so as to bring the total number of active licenses for the retail sale of distilled spirits by the package to the total number then permitted.

(e) The provisions of subsections (a)—(d) above and the provisions of [section 6-32](#) notwithstanding, any person who (1) Has been issued a license for the retail sale of distilled spirits by the package; or (2) Has submitted an application for a license for the retail sale of distilled spirits by the package (and who is subsequently issued such a license) as of March 1, 2006 may transfer such a license in conjunction with the sale of the license holder's business, provided that the transferee meets all of the requirements for new license applicants as set forth in this chapter.

Milton: standard

Sec. 4-99. - Package sales of distilled spirits.

(a) No liquor by the package shall be sold at retail except in:

(1) Retail establishments devoted exclusively to the retail sale of alcoholic beverages by the package; or

(2) Retail establishments in which space has been set aside devoted exclusively to the retail sale of liquor by the package, with ingress and egress provided directly to and only to the exterior of the building in which the facility is located and not to any other enclosed part of the building in which the facility is located.

(b) Nothing in this section shall prohibit the retail sale within these establishments of beer, wine, alcohol consumables, liquid commodities and/or mixes normally used in the preparation and serving of liquor.

(c) Off-premises distilled spirits retailers shall indicate plainly, by tag or labels on the bottles or containers or on the shelf immediately below where the bottles or containers are placed, the

prices of all liquor exposed or offered for sale. The retailer shall not display prices or brand names in such a way as to be visible from the outside of the establishment.

Albany: standard

Sec. 6-92. - Same—Package dealers.

(a) A retail dealer, who sells by the package only, licensed in any category issued under the provisions of this article is entitled the licensee to sell only the alcoholic beverage for which the license is issued, and only in the original and unopened container. It shall be unlawful for any such retail dealer to knowingly and intentionally allow or permit the breaking of any package containing alcoholic beverages on the premises where sold or allow or permit the drinking of the contents of such package on the premises where sold. This restriction shall not apply with respect to sales pursuant to a license for consumption on the premises. All distilled spirits possessed by such licensee shall be kept in the package store.

(b) No retailer's place of business shall have more entrances than are allowed under state law or regulation. Such entrances must open on a public street, and such place of business shall have no other entrance except as approved by state law, and shall contain no vestibule, closet, booth, room or other place where persons may consume alcoholic beverages.

(c) The place of business operated under this license shall not be operated in conjunction with or open into or have access to or from any lunchroom, dining room, dance hall or store. The windows in such retail place of business shall not be obstructed or obscured, but shall be so arranged that a passerby on the street can view the premises of such retailer by looking through windows opening onto such street.

Brunswick: standard

Sec. 3-9. - Retail package sale of distilled spirits for consumption off-premises.

(a) Except as provided in subsection (b), distilled spirits shall be sold at retail only in stores which are duly licensed by the state to sell distilled spirits by the package and which are devoted exclusively to the sale of alcoholic beverages in the original container. A retail package licensee shall not permit the breaking of a package containing any alcoholic beverage or the drinking of any alcoholic beverage on the licensed premises.

(b) Distilled spirits may be sold at locations licensed as distilleries in compliance with this chapter and in accordance with O.C.G.A. § 3-5-24.2, as amended from time to time.

Perry: standard

Sec. 3-27. - Class B—Retail liquor.

In addition to the regulations previously provided in article II of this chapter, class B licensees shall comply with the following regulations:

(a) No beverages of any kind may be opened or consumed in the place of business of a class B licensee.

(b) No class B licensee shall sell or offer for sale or display or keep in stock at their place of business where distilled spirits are offered for sale, any other products or commodity except the following: beer or wine, when properly licensed, beverages containing no alcohol commonly used to dilute distilled spirits, and food for off-premises consumption.

(c) No sales of distilled spirits shall be made to minors or intoxicated persons.

(d) All premises used for the sale of distilled spirits shall be kept in a safe and sanitary condition as required by the ordinances of this county and the laws of this state.

Augusta: distance req

Sec. 6-2-76. Distance between locations of licensees.

(a) No retail dealer license (Class F) for the sale of distilled spirits shall be issued to any applicant whose proposed location is one and one-half (1 1/2) miles or less from an existing location or establishment for which the Richmond County Board of Commissioners, the City Council of Augusta or the Augusta-Richmond County Commission has issued a retail dealer license for the sale of distilled spirits.

(b) The distances provided for herein shall be measured in the same manner as provided in section 6-2-63(d) of this Ordinance.

(c) The distance requirements provided for herein shall not be construed or interpreted as prohibiting an applicant, who is otherwise qualified, from being approved and granted a license which constitutes a transfer in ownership of an existing license for distilled spirits which was previously held by an owner or operator of an existing establishment.

Macon: limit on number of licenses

Sec. 4-91. - Limitation on number of licenses.

(a) The number of licenses for retail package sales of distilled spirits which may be issued pursuant to the provisions of this Chapter and which may be in operation within the limits of Macon-Bibb County therein at any one time shall be based on and shall be limited to one license for each 2,800, or major fraction thereof, of population in such area according to the latest United States Decennial Digest.

(b) The maximum number of retail distilled spirits licenses which may be issued and which may be in operation in Macon-Bibb County as is now provided shall in the future be issued or approved for transfer in location in such a manner that the number of licenses in each of the nine (9) commission districts of Macon-Bibb County shall be based on one (1) licensee for each two thousand eight hundred (2,800), or major fraction thereof, of population in each commission district, according to the latest United States decennial census except as provided in subsection

(c). In order to equitably administer this provision no new license shall be issued or existing license approved for transfer if located across a commission district line in the future which causes the total number of licenses in any one (1) commission to exceed a ratio of one (1) license for each two thousand eight hundred (2,800), or major fraction thereof, of population in each

district according to the latest census. However, in no event shall the total number of licenses issued in Macon-Bibb County exceed the maximum number provided for in subsection (a).

(c) Valid licenses for retail package sales of distilled spirits active immediately preceding the commencement of the government of Macon-Bibb County issued by either Bibb County or the City of Macon may be renewed in accordance with this Chapter and subsequently thereafter, assuming all other applicable legal conditions are met, notwithstanding the limits of subsection (b).

(d) New complete applications for licenses for retail package sales of distilled spirits shall be given priority in the order in which they are received. In the event that there are multiple new simultaneously submitted valid applications for retail package sales of distilled spirits within a particular commission district such that if all were granted the total number of licensed establishments would exceed the limits imposed by subsection (b), priority shall be granted first to renewing valid actively licensed establishments and then to new applicants in priority based on descending order beginning with the application whose proposed premises is the greater distance from the nearest other existing establishment within the same commission district. Nothing in this subsection shall be construed to allow new applications to be granted in such a way as to exceed the limits of subsection (b).

(e) It is the policy of the Commission of Macon-Bibb County that licensed establishments for the retail package sale of distilled spirits be regulated in such a way as to avoid their over-accumulation within any one commission district and within Macon-Bibb County as a whole.

(f) The limitations imposed by this Section shall be in addition to the distance limitations imposed by Section 4-36.

Athens: distance req

Section 6-3-5

No new retail package liquor licensed place of business engaged in the retail package sales of distilled spirits shall be located within 500 yards of any other business licensed to sell package liquor at retail, as measured by the most direct route of travel on the ground; provided, however, that this limitation shall not apply to any hotel licensed under this chapter. This restriction shall not apply at any location for which a license has been issued prior to July 1, 1997, or to the renewal of such license. Nor shall the restriction of this subsection apply to any location for which a new license is applied for if the sale of distilled spirits was lawful at such location at any time during the 12 months immediately preceding such application.

East Point: distance and store size req

Sec. 11-1066. - Distance and area requirements.

(a) No person shall be licensed by the city under this chapter for the retail sale of malt beverages, wine or distilled spirits where the parcel upon which the proposed place of business is located is within a distance of two thousand six hundred forty (2,640) feet of any parcel upon

which is already located a business that is licensed by the city for the retail sale of malt beverages, wine or distilled spirits. This requirement does not apply to the following:

- (1) Any hotel licensed for the sale of alcoholic beverages;
- (2) A retail business which contains an interior space of fourteen thousand (14,000) square feet or more and derives or anticipates deriving less than twenty (20) percent of its annual gross receipts from the sale of malt beverages and wine;
- (3) A retail business that is located on a public street or road that intersects with an interstate highway and lies within one-quarter (.25) mile of the interstate intersection as measured from the property line of the tract on which the business is located to the beginning of the entrance ramp, or beginning of dedicated turn lanes into an entrance ramp, to the interstate highway, provided that all other applicable distance requirements under state law and this chapter are met.

Peachtree Corners: distance and store size requirements, enhanced restrictions on proximity and other products available for purchase, freestanding restrictions

Sec. 6-340. - Liquor store limitations.

- (a) Liquor stores must be located at least 300 feet from churches and 600 feet from schools. This distance shall be measured from the front door of the liquor store to the front door of the church or front door of the nearest school building as measured along pedestrian walkways.
- (b) Liquor stores must be located at least 300 feet from parks. This distance shall be measured from the front door of the liquor store to the nearest portion of the park property.
- (c) Except in designated entertainment districts, liquor stores must operate as sole tenants in freestanding buildings of at least 5,000 square feet in size and no greater than 10,000 square feet in size. Within designated entertainment districts, liquor stores may occupy leased space within a shopping center provided that the liquor store is at least 15,000 square feet in size.
- (d) Liquor stores must be located on property that is a minimum of one-half acre in size with a minimum of 100 feet of frontage on a state highway or major street.
- (e) A liquor store shall not be located closer than 3,000 feet to another liquor store, regardless of jurisdiction.
- (f) Liquor store buildings shall comply with overlay design regulations.
- (g) Liquor store deliveries shall be made at the rear of the store building and all loading areas, dumpsters, recycling bins, and compactors shall be screened from ground view.
- (h) Liquor store properties shall have no outdoor storage including the storage of shopping carts.
- (i) Liquor stores shall not sell lottery tickets, magazines, or tobacco products (except quality cigars.)

Additional jurisdictions with no specific provisions outside state law and zoning restrictions (i.e. standard): Savannah, Pooler, Dublin, Valdosta, Warner Robins, Johns Creek, Milledgeville, Americus, Columbus, Rome

State Regulations and Laws

O.C.G.A. 3-3-21 (2010)

3-3-21. Sales of alcoholic beverages near churches, school buildings, or other sites

(a) (1) No person knowingly and intentionally may sell or offer to sell:

(A) Any distilled spirits in or within 100 yards of any church building or within 200 yards of any school building, educational building, school grounds, or college campus;

(B) Any wine or malt beverages within 100 yards of any school building, school grounds, or college campus. This subparagraph shall not apply at any location for which a license has been issued prior to July 1, 1981, nor to the renewal of such license. Nor shall this subparagraph apply at any location for which a new license is applied for if the sale of wine and beer was lawful at such location at any time during the 12 months immediately preceding such application;

(C) Any distilled spirits, wine, or malt beverages within 100 yards of an alcoholic treatment center owned and operated by this state or any county or municipal government therein. This paragraph shall not apply to any business having a license in effect on July 1, 1981.

(2) As used in this subsection, the term "school building" or "educational building" shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and which are public schools or private schools as defined in subsection (b) of Code Section 20-2-690.

(b) Nothing contained in this Code section shall prohibit the licensing of the sale or distribution of alcoholic beverages by:

(1) Hotels of 50 rooms or more which have been in continuous operation for a period of at least five years preceding July 1, 1981;

(2) Bona fide private clubs, owning their own homes, subject to licensing under Chapter 7 of this title; and

(3) Licensees for the retail sale of alcoholic beverages for consumption on the premises only who shall be subject to regulation as to distances from churches, schools, and colleges by counties and municipalities.

(1) Hotels of 50 rooms or more which have been in continuous operation for a period of at least five

years preceding July 1, 1981;

(2) Bona fide private clubs, owning their own homes, subject to licensing under Chapter 7 of this title;

(3) Licensees for the retail sale of alcoholic beverages for consumption on the premises only who shall be subject to regulation as to distances from churches, schools, and college campuses by counties and municipalities;

(4) Licensees for retail sale packages of alcoholic beverages for consumption off the premises who shall be subject to regulation as to distances from college campuses by counties and municipalities; provided, however, that such distances may be less restrictive than those provided in this Code section but shall not be more restrictive; and provided, further, that if such licensees are not regulated as to distances from college campuses by a county or municipality, then the distances set forth in this Code section shall govern such licensees; and

(5) Licensees for retail sale packages of wine and malt beverages for consumption off the premises who shall be subject to regulation as to distances from school grounds by counties and municipalities; provided, however, that if such licensees are not regulated as to distances from school grounds, then the distances set forth in this Code section shall govern such licensees.

For purposes of this subsection, the term "college campus" shall include, but shall not be limited to, all buildings and grounds of any public or private technical school, vocational school, college, university, or other institution of postsecondary education.

(c) For purposes of this Code section, distances shall be measured by the most direct route of travel on the ground.

(d) (1) In counties having a population of not less than 175,000 nor more than 195,000, according to the United States decennial census of 1970 or any future such census, the distances provided in subparagraph (a)(1)(A) of this Code section for separation of businesses licensed under this title from churches and schools shall be measured as follows:

(A) From the property line of the tract on which is located the business regulated under this title;

(B) To the property line of the tract on which is located the church, school ground, or college campus; and

(C) Along a straight line which describes the shortest distance between the two property lines.

(2) No license in effect on April 13, 1979, shall be revoked before its date of expiration by reason of the method of measurement set out in this subsection if the license was granted in reliance on another method of measurement. No application for a license or for a renewal shall be denied by reason of the method of measurement set out in this subsection if the application is for premises for which a license was granted prior to April 13, 1979, in reliance on another method of measurement.

(e) (1) As used in this subsection, the term "housing authority property" means any property containing 300 housing units or fewer owned or operated by a housing authority created by Article 1 of Chapter 3 of Title 8, the "Housing Authorities Law."

(2) No person knowingly and intentionally may sell any alcoholic beverages for consumption on the premises within 100 yards of any housing authority property. This subsection shall not apply at any location for which a license has been issued prior to July 1, 2000, nor to the renewal of such license. Nor shall this subsection apply at any location for which a new license is applied for if the sale of alcoholic beverages for consumption on the premises was lawful at such location at any time during the 12 months immediately preceding such application.

Rule 560-2-3-.02. Restriction to Retailer Business Hours; Exception; Restrictions on Other Mercantile Establishments; Manner of Operation

- (1) No Retailer of Distilled Spirits shall open its Place of Business or furnish, sell, or offer for sale, any Alcoholic Beverage at any of the following times:
 - (a) In violation of a county or municipal ordinance or regulation;
 - (b) In violation of a special order of the Commissioner;
 - (c) **Prior to 8:00 a.m. or after 11:45 p.m.;** or
 - (d) Sundays prior to 12:30 p.m. or after 11:30 p.m.

- (2) No Retailer of Distilled Spirits shall be in or permit others to be in its Place of Business at any of the following times:
 - (a) In violation of a county or municipal ordinance or regulation;
 - (b) In violation of a special order of the Commissioner;
 - (c) Prior to 6:00 a.m. or 30 minutes past the closing time of 11:45 p.m.; or
 - (d) On Sundays prior to 10:30 a.m. or 30 minutes past the closing time of 11:30 p.m.

- (3) Nothing contained in paragraph (2) shall prohibit a Retailer from being in its Place of Business at any time:
- (a) For purposes of responding to emergency situations such as fire or burglary;
 - (b) For purposes of taking inventory, making repairs, renovating, or any other Alcoholic Beverage business purpose which does not involve the presence of Persons other than the Retailer, its agents or employees, when the activities could not reasonably be carried out during regular business hours, provided that the Licensee posts on all door entrances to the Place of Business a sign to read: **"CLOSED, NO CUSTOMERS ALLOWED ON PREMISES."**
 - (c) This exception does not relieve the Licensee from full compliance with all local laws and regulations or authorize the presence on the Retailer's Place of Business of any Person other than the Retailer, its agents or employees.
- (4) Except as provided in Rule [560-2-3-.14](#), no Retailer shall operate in connection with any other mercantile establishment.

NOTE: Statesboro Sunday sales referendum passed by voters on November 8, 2011 only authorized Sunday package sales of wine and beer. Local voters have not authorized Sunday distilled spirits package sales.

Rule 560-2-3-.04. Products Other than Distilled Spirits for Sale, Display, or Offer

No Retailer of Distilled Spirits shall sell, offer for sale, display, or keep in stock for sale or furnish at its licensed Premises where Distilled Spirits are offered for sale, any other products or services except the following:

- (a) Wines, if the Retailer holds a valid and current license to sell Wine at that Place of Business;
- (b) Malt Beverages, if the Retailer holds a valid and current license to sell Malt Beverages at that Place of Business;
- (c) Cigarettes, cigars, chewing tobacco, alternative nicotine products, or vapor products, snuff, if properly licensed to do so, cigarette papers, lighters and matches, chewing gum, breath mints, manufactured packaged consumable single-serving snack items not requiring any preparation for consumption, single-serving pain medications, and over-the-counter birth control devices;
- (d) Beverages containing no Alcohol and which are commonly used to dilute Distilled Spirits;
- (e) Packaged ice, ice chests, and "koozies" (individual can and bottle coolers).

1. The term "packaged ice" shall refer only to ice in packages of five pounds or greater that is also in compliance with Georgia Department of Agriculture Rule [40-7-1-.08](#), entitled "Food from Approved Source," and the packaging complies with Georgia Department of Agriculture Rule [40-7-1-.26](#), entitled "Labeling."
- (f) Paper, styrofoam, or plastic cups, gift bags, which are limited in size to accommodate one 750 ml size bottle of wine or distilled spirits, and contain only products approved for sale or display by this regulation.
 - (g) Lottery tickets issued by the Georgia Lottery Corporation and any approved Georgia Lottery Corporation lottery materials, provided such Retailer is also an authorized retailer of the Georgia Lottery Corporation;
 - (h) Bar supplies, limited to:
 1. Corkscrews, openers, straws, swizzle stirrers, and bar-related containers, and wares made of glass, plastic, metal or ceramic materials.
 2. Cocktail olives, onions, cherries, lemons, limes, and sugars or salts produced and marketed specifically for the preparation of alcohol beverage drinks.
 3. Alcoholic Beverage drink recipe booklets, bar guides, and consumer-oriented Alcoholic Beverage publications.
 - (i) Products co-packaged with Alcoholic Beverages, provided that the products are limited to items approved for sale or display by this regulation, are offered for sale and sold as a single unit, and do not include more than one type of Alcoholic Beverage product;
 - (j) Check cashing services arising out of the sale of any product lawfully sold under this Rule;
 - (k) Money order sales arising out of check cashing services;
 - (l) Automated teller machine service for customer use; and
 - (m) Gift certificates for use only at the issuing licensed Retailer.
 - (n) Devices and related accessories designed primarily for accessing or extracting alcohol and/or flavorings from prepackaged containers, including pods, pouches, capsules or similar containers, to mix or prepare alcoholic beverages. Devices which are not designed primarily for these purposes, including but not limited to household blenders, are not eligible under this subsection.

LICENSE FEE RESTRICTION

The annual license fee to be charged by a municipality or county pursuant to this article shall not be more than \$5,000.00 for each license.

TAXES

City of Statesboro's current ordinance assesses maximum tax rate allowed under state law (OCGA §3-4-80) and does not require amendment to be applicable to liquor store sales

Sec. 6-21. - Excise tax on the wholesale of malt beverages, wine, and distilled spirits.

(a) There is imposed by the city an excise tax on the first sale or use of malt beverages in the city, as follows: (1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of \$6.00 on each container containing not more than 15½ gallons and a proportionate tax at the same rate on all fractional parts of 15½ gallons; (2) Where malt beverages are sold in bottles, cans or other containers, except barrel or bulk containers, a tax of \$0.05 per 12 ounces and a proportionate tax at the same rate on all fractional parts of 12 ounces.

(b) There is imposed by the city an excise tax on the first sale or use of wine in the city at a rate of \$0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.

(c) There is imposed by the city an excise tax on the first sale or use of distilled spirits in the city at the rate of \$0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter

(d) The excise taxes provided for in this section shall be imposed upon and paid by the licensed wholesale dealer. Such taxes shall be paid on or before the 20th day of the month following the month in which the alcoholic beverages are sold or disposed of by the wholesaler within the city.

Zoning: Staff recommendation is that Mayor and Council consider restricting liquor stores to the following zoning districts: Central Business District, Highway Oriented Commercial, Commercial Retail, Light Industrial, and any subsequently created zoning districts that overlay these designated districts.

Newnan City Council approved following liquor store ordinance on August 24, 2021, prior to subsequently passed voter referendum held on 11/2/21. Ordinance covers most pertinent considerations, specifically number of licenses, minimum square footage, freestanding requirement, inventory requirement, zoning, hours of operation, proximity requirements as to other licensed premises and vulnerable establishments, application/ lottery process

Sec. 3-68. License issuance for distilled spirits package sales – Retail dealer building and inventory requirements

(a) General regulatory and licensing procedures of distilled spirits package sales shall conform to Article I, Article II, and Article V of Chapter 3 Alcoholic Beverages of the City's Code of Ordinances.

(b) No retail dealer license for the sale of distilled spirits shall be issued to any applicant whose building where the business will be conducted (a) is not “free standing” (i.e., is part of a larger building or structure) and (b) does not include a showroom with a minimum of 5,000 square feet and an additional storage area of at least 500 square feet. For distilled spirits retail dealers desiring to sell malt beverages and wine in addition to distilled spirits, at least an additional 500 square feet of showroom, and at least an additional 500 square feet of storage area is required over and above the minimum square feet for the establishment set forth above. For the purposes of this ordinance, cooler space shall be considered storage area and spaces such as offices, mechanical rooms, janitorial rooms, breakrooms and bathrooms shall not count towards the minimum square footage requirements. In addition to the minimum square footage, retail dealers for the sale of distilled spirits shall maintain a minimum inventory of at least \$750,000.00 in distilled spirits available for sale. Retail dealers selling malt beverages and wine in addition to distilled spirits shall maintain a minimum of \$35,000.00 inventory in malt beverages and wine.

(c) No retail license for the sale of distilled spirits by the package shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the city council, located under the planning and zoning ordinance of the city in a CGN, CCS, or PDC zoning district subject to the specific limitations of the respective districts.

(d) No premises shall be licensed for the sale of distilled spirits by the package without complying with the distance requirements as set forth below:

1. which is located within 1,500 feet of any other business licensed to sell distilled spirits by the package.
2. which is located within 300 feet of any church building, alcoholic treatment center as defined by OCGA 3-3-21(a)(1)(c), or a housing authority property as defined in OCGA 3-3-2(e)(1) and (2).
3. which is located within 600 feet of any school building, educational building, school grounds, or college campus.
4. which is located within 300 feet of a residential zoned single-family dwelling unit.
5. All measurements shall be measured by the most direct route of travel on the ground, from front door to front door.

(e) No person, group, or entity with similar members, including family members, shall have an interest in more than one license for the package sale of distilled spirits issued by the city.

(f) It shall be unlawful for any person to open or consume any alcoholic beverages on premises licensed for the sale of distilled spirits by the package.

(g) It shall be unlawful for any person to sell or offer for sale distilled spirits by the package within the city by means of drive-through sale. For purposes of the section, the term “drive-through sale” means the sale of distilled spirits by the package by any means that allows the customer to remain in their motor vehicles.

(h) Each application for a package distilled spirits license shall be accompanied by a non-refundable application fee in the amount of \$500.00.

(i) The license fee for a retail sales of distilled spirits package license shall be \$5000.00 annually. To add a retail sales of package malt beverage license the fee shall be an additional \$500.00 annually; and to add a retail sales of package wine license the fee shall be an additional \$500.00 annually.

(j) There is imposed by the city an excise tax on the first sale or use of distilled spirits in the city at the rate of \$0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.

Sec. 3-69 Maximum number of distilled spirits retail licenses permitted.

(a) Subject to subsection (b)-(e) below, the city will not accept any applications for the retail sale of distilled spirits by the package, and no licenses for the retail sale of distilled spirits by the package shall be issued over the number of three (3).

(b) If at any time and for whatever reason, the number of active licenses for the retail sale of distilled spirits by the package falls below three, then the city shall accept applications for and issue such additional licenses for the retail sale of distilled spirits by the package so as to bring the total number of active licenses for the retail sale of distilled spirits by the package to three.

(c) The provisions of subsection (b) notwithstanding, one (1) additional license may be issued once the population of the city exceeds 50,000. In this regard, additional licenses may be issued in the future for each 12,500 person increase in population over 50,000. In determining population, the city shall utilize the most recent population figures published by the Atlanta Regional Commission. In the absence of such figures, the city shall utilize the U.S. Census of 2020 or any future decennial census.

(d) If the total number of permitted licenses has increased pursuant to subsection (c) above, and if at any time and for whatever reason thereafter, the number of active licenses for the retail sale of distilled spirits by the package falls below the number then permitted, then the city shall accept applications for and issue such additional licenses for the retail sale of distilled spirits by the package so as to bring the total number of active licenses for the retail sale of distilled spirits by the package to the total number then permitted.

(e) If the city receives more applications than allotted licenses to be issued under this section which applications comply with the standards for the issuance of licenses for the sale of package distilled spirits set forth in this Chapter, then the selection of the successful application(s) shall be conducted by a lottery system overseen by an independent thirty party firm. The applications drawn from the lottery system shall then be presented to the city council for action on the approval of the initial licenses to be issued under this Chapter.

(f) Applications for the initial issuance of licensees will not be accepted until the effective date of this ordinance. Acceptance of applications for the initial licenses, or any future allocation of

licenses, will remain open for a period of sixty (60) days before review and consideration of such applications in accordance with subsection (e) above.

Sec. 3-70. Time for sales distilled spirits package sales.

(a) It shall be unlawful for any distilled spirits package dealer in the city to sell distilled spirits except between the hours of 7:00 a.m. and 2:00 a.m. Monday through Saturday morning, and except between the hours of 7:00 a.m., Saturday morning through 12:00 midnight Saturday night.

From: [Clint Hodges](#)
To: [Russ Deen](#); maketa.brown@cityofguyton.com
Subject: Water Fill Stub Request
Date: Wednesday, January 5, 2022 2:43:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Mayor Deen,

As we are finally ready to put out the RFP/RFQ for the new Guyton Fire Station, I have one matter that I need guidance from the City on. The matter in question relates to the installation of a fill-hydrant before the water meter.

At the fire station in Springfield, along with a few other stations, we have either hydrants or 2" stub ups that are used to refill fire apparatus water tanks after fires, which are located before the water meter. We just report the water totals used to the corresponding jurisdiction each year for their usage report to EPD.

We are asking for consideration from the City to do this at the Guyton station as well. There will still be a meter for all usage in the building for water/sewer.

Please let me know if this is something the City would consider. Thanks!

Clint Hodges

Fire Chief/EMA Director

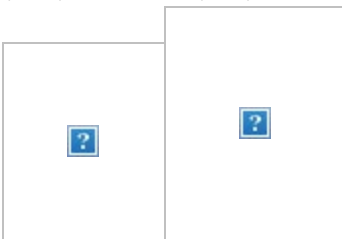
Effingham Co Fire Rescue & EMA

601 N Laurel St.

Springfield, GA 31329

(912) 754-8888 (office)

(912) 429-3615 (cell)



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Proposed 2022 Events Calendar

April 23	Spring Sale on Trail	8:00am to 2:00pm
July 23	Summer Sale on Trail	8:00am to 2:00pm
October 22	Fall Sale on Trail	8:00am to 2:00pm
October 29	Trick or Trail	5:00pm to 7:00pm
November 28	Christmas Tree Lighting	6:00pm
December 3	Winter Sale on the Trail and Christmas Parade	8:00am to 2:00pm
December 13	Luminary Service	5:30pm

Blood Drive Dates

Wednesday 2/16/22

Wednesday 4/27/22

Wednesday 6/22/22

Wednesday 8/17/22

Wednesday 10/26/22

Wednesday 12/21/22

Event Ideas for 2022

Super Hero CASA Run

Bike Event in Guyton

Seniors in the Know

Historical Committee Summer Social

Walking Trail Event