

City of Guyton, Georgia



CITY COUNCIL MEETING
February 9, 2021 at 7:00 p.m.

Dial – in Number: (301) 715-8592
Meeting ID: 824 9926 2544

AGENDA

- 1. Call to Order**
- 2. Moment of Repose for Those Who Practice Some Other Faith**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Consideration to approve the Agenda**
- 6. Consideration to approve Minutes of Meetings**
 - a. Tuesday, January 5, 2020 at 7:00 p.m. – City Council Workshop
 - b. Tuesday, January 12, 2020 at 7:00 p.m. – City Council Meeting
- 7. Reports from Staff or Committees**

City Manager – Bill Sawyer
Police Department – Chief James Breletic
Fire Department – Clint Hodges
Public Works - EOM
Historical Commission – Pearl Boynes
- 8. Public Comments (will be limited to Agenda Items only)**
- 9. New Business**
 - a. Consideration to Approve a Service Delivery Agreement with Effingham County – Bill Sawyer
 - b. Consideration to Approve a Contract with Atkins Construction Company for the low bid of \$86,600 for the Guyton Gym Windows – Bill Sawyer

9. General Government

SPLOST Projects:

- Crossgate – Bill Sawyer
- Guardrails – Bill Sawyer

CDBG Grant – Bill Sawyer

GEMA Generator Grant – Bill Sawyer

LMIG – Bill Sawyer

Annexation Request from SB Homes, LLC – Sean Barlow – Bill Sawyer

10. Dates to Remember

Monday, February 15, 2021 – City Hall will be closed for Presidents Day

Tuesday, February 23, 2021 at 7:00 p.m. – Planning and Zoning Committee Meeting – C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, March 2, 2021 – City Council Workshop at 7:00 p.m. - C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, March 9, 2021 – City Council Meeting at 7:00 p.m. - C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, March 23, 2021 at 7:00 p.m. – Planning and Zoning Committee Meeting – C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

11. Consideration to move from the Regular Meeting into an Executive Session

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 Workshop
January 5, 2021 – 7:00 p.m.

MINUTES OF WORKSHOP

Call to Order

The January 5, 2021 City of Guyton City Council Workshop was called to order by Mayor Russ Deen at approximately 7:00 p.m. Mayor Russ Deen, Council Member Hursula Pelote and Council Member Joseph Lee were present at this Workshop.

Other staff Present: City Manager Bill Sawyer, Assistant City Attorney David “Bobo” Mullens and City Clerk Tina Chadwick were present.

Call to Order

Mayor Deen called the January 5, 2021 City Council Workshop to order.

TOPICS FOR DISCUSSION

- a. **2020 Year End Review** – Mayor Russ Deen – Mayor Deen acknowledged all the progress that the City has made this year and all the accomplishments of the City. Mayor Deen states that 2021 will be a year of great progress and the word for the year is Communication.
- b. **Georgia Hi-Lo Trail** – Mary Charles – Ms. Charles is the Director of the Georgia Hi-Lo Trail. This Trail is proposed to connect to the Firefly Trail. The Firefly Trail is a rail to rail project, and it is only 39 miles long. The Georgia Hi-Lo Trail is proposed to take the Trail all the way to Savannah.
- c. **Review of 2021 Utility and Permit Fee Schedule** – Bill Sawyer – Sawyer states he would like to add a fee of \$18.83 for the City’s garbage customers. The City is losing money in the first quarter when it comes to garbage.
- d. **Sanitation/Waste Pro** – Bill Sawyer – January 18, 2021 Waste Management will start picking up their trash cans and Waste Pro will start picking up trash, Monday January 25, 2021. Deen reiterated the dates for Waste Management and Waste Pro.
- e. **Zoning Administrator** – Councilwoman Pelote – Pelote states that the City needs a Zoning Administrator and she would like the City to have a decision by March. Sawyer states that the City will work on this position in the upcoming Budget. Council appoints this position, but that the position will report to the City Manager.
- f. **GEMA Generator Grant** – Bill Sawyer - \$240,000 Grant has been submitted to the State. This Grant should be completed in 25 to 30 days.

g. SPLOST Projects

- **Guyton Gym Windows** – Bill Sawyer – The City will rebid this Project on January 29, 2021 at 2:00 p.m.
 - **Crossgate** – Bill Sawyer – Sawyer states that the City started on this Project yesterday.
 - **Guardrails** – Bill Sawyer – Sawyer states that this Project started today.
 - **CDBG** – Bill Sawyer – The City continues to work on this Grant.
-

h. Open Discussion (citizens can address any issue)

Dates to Remember

- a. Tuesday, January 12, 2021 at 7:00 p.m. – City Council Meeting, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - b. Monday, January 18, 2021 – City Hall will be closed for Martin Luther King, Jr. Day
 - c. Wednesday, January 20, 2021 from 1:00 p.m. to 6:00 p.m. – Guyton Community Blood Drive, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - d. Tuesday, January 26, 2021 at 7:00 p.m. – Planning and Zoning Committee Meeting - C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
-

Consideration to Adjourn this City Council Workshop

Lee made a Motion to Adjourn this City Council Workshop at approximately 7:42 p.m. Pelote seconded the Motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk



City of Guyton
City Council Meeting
January 12, 2021 – 7:00 p.m.

MINUTES OF MEETING

Call to Order

The January 12, 2021 City of Guyton City Council 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 Hursula Pelote, and Council Member T. Marshall Reiser were present at this meeting. Council Member Joseph Lee joined the Meeting at 7:03 p.m.

Other Staff Present - City Manager Bill Sawyer, Assistant City Attorney David ‘Bobo’ Mullens and City Clerk Tina Chadwick were present.

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

Moment of Repose for Those Who Practice Some Other Faith

Deen asked all present to take a brief repose for those who practice some other faith.

Invocation

Reiser gave the invocation.

Pledge of Allegiance

The Pledge of Allegiance was led by Deen.

Consideration to approve or amend the Agenda

Johnson made a motion to approve the Agenda as presented. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to approve Minutes of Meetings

Pelote made a motion to approve the minutes from the December 1, 2020 at 7:00 p.m. – City Council Workshop, December 8, 2020 at 7:00 p.m. – City Council Public Hearing, December 8, 2020 at 7:00 p.m. – City Council Meeting and the December 15, 2020 at 7:00 p.m. – Special Called City Council Meeting. Reiser seconded the motion. **Motion passed unanimously.**

Reports from Staff or Committees

City Manager – Bill Sawyer – 2020 Projects - The City is continuing to work on. All these projects have had a positive impact in 2020 and will continue to in 2021.

Police Department – Chief James Breletic – 547 Calls – 12 Reports – 6 Accident Reports – 48 Different Reports – 6 Arrests – 74 Citations

Fire Department – Clint Hodges – 398 Calls for December – 26 Calls within the City – 21 Medical Calls – Year 2020 – 4.081 Calls County Wide – Increase in Medical Calls due to COVID.

Public Works – EOM – Clyde Dyson – 66.85 Million Gallons of Drinking Water – WWTP produced 2.75 Million Gallons – 3.73 Million Gallons to Spray Fields – Marked 50 Storm Drains – 1 Citizen Complaint - (leak that was on the customer side)

Public Comments (will be limited to Agenda Items only)

No Public Comments

NEW BUSINESS

Consideration to Approve an \$18.83 Fee for Garbage

Sawyer states that we have Fees for Water and Sewer and the City does not charge a Fee for Garbage. The City is losing a lot of money because of this. Sawyer ask the Council for Unanimous Consent for an \$18.83 Fee for Garbage. Reiser states that this is only for new customers and it is to recover Fees for residents that move out and do not pay their final bill.

Reiser made a motion to Approve an \$18.83 Fee for Garbage. Johnson seconded the Motion. **Motion passed unanimously.**

Consideration to Approve the 2021 Utility and Permit Fee Schedule

Deen states that there are now new changes to the Permit Fee Schedule except for the \$18.83 Fee for Garbage.

Johnson made a motion to Approve the 2021 Utility and Permit Fee Schedule. Pelote seconded the Motion. **Motion passed unanimously.**

Consideration to Approve the setting of the 2021 Qualifying fees for Councilman Post #3 and Councilman Post #4 for the upcoming Municipal Election Tuesday, November 2, 2021

Deen states that the Qualifying Fee is staying at \$72.00

Johnson made a Motion to Approve the setting of the 2021 Qualifying fee of \$72.00 for Councilman Post #3 and Councilman Post #4 for the upcoming Election Tuesday, November 2, 2021. Pelote seconded the Motion. **Motion passed unanimously.**

Consideration to Authorize the Mayor to Approve an Expenditure regarding the Georgia Hi-Lo Trail

Deen states that he has discussed this project with the Council individually and the Mayor has posted information online regarding this. Deen states that this Trail will benefit the City in the long term and in the short term. Deen would like to ask Council to Approve an expenditure of \$3,250. Overall, the County expenditure would be \$15,000. The suggestion of the Hi-Lo Trail Committee was to split that half between business and half between government and the City's half would be \$7,250 and the County would be \$7,250. The Mayor would like to approve this for the City. Reiser believes that this is a good thing to approve and it would be positive for our businesses and for the City.

Reiser made a Motion to Authorize the Mayor to Approve an Expenditure of \$3,250 regarding the Georgia Hi-Lo Trail. Pelote seconded the Motion. **Motion passed unanimously.**

General Government

SPLOST Projects

Guyton Gym Windows – Bill Sawyer – The City will rebid this Project on January 29, 2021 at 2:00 p.m.

Crossgate/Guardrails – Bill Sawyer – The City is at work on these Projects. These are 5 to 8 weeks Projects.

CDBG Grant – Bill Sawyer – Sawyer states that this a constant day to day project. The Appraiser will be here next week or the week after and the City is pleased with this.

GEMA Generator Grant – Bill Sawyer – Grant has been submitted to the State.

Sanitation/Waste Pro – Bill Sawyer – The City has thousands of new trash containers located in the fence behind the fire department. Staff has been trained on the new Tac Easy Website.

LMIG – Bill Sawyer – The City has sorted out the issues with this Grant and most of the paperwork will be finished this week.

Walking Trail – Bill Sawyer – The City has asked the State to reconsider the Application.

Annexation Request from SB Homes, LLC – Sean **Barlow** – Bill Sawyer - Sawyer briefly discussed this Annexation process and will discuss it more in the February City Council Work Session.

Deen briefly discussed the dates for Waste Management and Waste Pro.

General Discussion

Guyton Sign – Councilman Lee – Lee stated that the City would like to get a City Sign. Reiser stated that he has spoken with the Department of Transportation. DOT provided policies regarding the sign. The City must have a permit. Reiser states that the Council needs to talk through some of the details of this.

Political Signs along the Walking Trail – Councilman Lee – Lee asked if it would be okay for there to be one spot along the Walking Trail to be designated for political signs. Sawyer states that the City does not allow political signs on City Property. Deen states that political signs should be placed on private property. Public Works will be instructed to pick up any political signs that are placed on City property.

Dates to Remember

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Reiser discussed where citizens could go to get the vaccine for COVID. Lee stated that he was the first person to receive the vaccine in Effingham County.

Consideration to move from the Regular Meeting into an Executive Session

Johnson made a motion at approximately 7:28 p.m. to move from the regular meeting into an Executive Session referencing Litigation. Pelote seconded the motion, **Motion passed unanimously.**

Consideration to take any action needed arising from Executive Session

Public Comments (will be limited to Agenda Items only)

No Public Comments

Adjournment

Pelote made a motion at approximately 7:45 p.m. to adjourn this meeting. Lee seconded the motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk

Stipulation Agreement

Stipulations Regarding Governmental Services between Effingham County, City of Springfield, City of Rincon, and the City of Guyton.

Section 1: Come now here the parties to stipulate and agree to the following:

- 1.1 The Georgia Service Delivery Strategy Act (O.C.G.A. § 36-70-20 et seq.) mandates that local governments identify and categorize governmental services on the basis of the provider, for whom such services primarily benefits, and whether or not any services are jointly provided and/or funded. O.C.G.A. § 36-70-24(3).
- 1.2 The parties have identified and categorized governmental services according to the following parameters; Countywide services; service primarily for the unincorporated areas; and support services (administrative and other cost that support both countywide and services primarily for the unincorporated areas.)

Section 2: Services provided by Effingham County countywide (All unincorporated and incorporated areas)

- 2.1 The following services are provided by Effingham County as countywide services for the benefit of unincorporated and incorporated residents, individuals and property owners:
 - A. Animal Control
 - B. Coroner
 - C. Correctional Institute
 - D. Court Services
 - E. E-911
 - F. Economic Development (and IDA)
 - G. Elections
 - H. Emergency Management
 - I. Emergency Medical Services
 - J. Extension Service
 - K. Forestry
 - L. Geographic Information Systems
 - M. Hospital
 - N. Indigent Defense
 - O. Industrial Development
 - P. Jail
 - Q. Landfill & Transfer Station
 - R. Law Enforcement
 - S. Library
 - T. Public Health

- U. Senior Citizens Program
- V. Social Services
- W. Tax Assessment (Tax Assessor)
- X. Tax Collection (Tax Commissioner)

The county will provide and make available the Inmate labor derived from the correctional institute to each local government in the county. The county makes available two levels of inmate labor.

1. General janitorial, building and ground maintenance. These are minimum security inmates who are constantly supervised by trained county or city staff. These inmates are made available to all to the city and the county based on available inmate labor.
2. Work Crews. These work crews may be minimum and or medium security inmates consisting of between 8 and 12 inmates and require a county correctional officer to oversee at all times. For each work crew funded by the county's general fund the incorporated governments may request and receive a proportional time of labor from these crews within the incorporated limits. Proportional time is based on incorporated digest values of each city to the total digest of the county. If a city enters in to a contract with the correctional institute for a dedicated crew for the city, the city may choose a credit against the contract cost negotiated rather than a proportional time of the county's work crew.

Section 3: Support services (administrative and other cost that support both county wide and services primarily for the unincorporated areas).

- 3.1 General Government – Effingham County provides the following services that support all of the services noted in sections 2.1, 4.2, 4.4(a), and 4.4(b),
 - A. Support service cost includes the following administration services: Finance, Accounting, Purchasing, Human Resources and Information Technology
- 3.2 The cost of support services shall be charged pro rata to services identified in Section 2.1, 4.2, 4.4(a), and 4.4(b),, and funded according to the provisions of O.C.G.A. § 36-70-24(3)(A)&(B).

Section 4: Services provided by Effingham County for the unincorporated area of the county or other special service districts, for which certain cities are providing the same service to their incorporated areas.

- 4.1 Pursuant to O.C.G.A. § 36-70-24(3)(A), the service delivery strategy for the parties “shall ensure that the cost of any service which a county provides primarily for the benefit of the unincorporated area of the county shall be borne by the unincorporated area residents, individuals, and property owners who receive the service.”
- 4.2 The following services are provided by Effingham County primarily for the benefit of the unincorporated areas of Effingham County, and shall be funded as set forth in this section.
- A. Code Enforcement
 - B. Engineering
 - C. Fire protection
 - D. Permitting and Inspections
 - E. Planning and Zoning
 - F. Soil erosion control
 - G. Solid Waste Collection & Disposal
 - H. Stormwater Management
- 4.3 Effingham County will derive funding for the services outlined in Section 4.2 solely from property taxes of special service districts created by the county, insurance premium taxes, assessments, or user fees that are levied or imposed in a SSD or through such other mechanism agreed upon by the affected parties which complies with the intent of O.C.G.A. § 36-70-24(3)(A) and (B).

Specific funding revenues available per O.C.G.A. § 36-70-24(3)(A) and (B):

- i. Special Service District taxes;
- ii. Insurance Premium taxes;
- iii. SPLOST revenues per voter referendum;
- iv. Grants for services outlined in 4.2;
- v. Enterprise fund revenues, permitting fees, and impact fees derived from the unincorporated area of Effingham County, and all such other revenue derived directly from the unincorporated areas defined as other funding mechanism which shall include the following revenues:
 - 1) Occupational taxes
 - 2) Alcohol Beverage licenses and taxes
 - 3) PILOT
 - 4) Cable franchise fees
 - 5) Interest on investments

- 4.4 The following services are provided by Effingham County primarily for the benefit of the unincorporated areas of Effingham County, and are also provided by the City of Springfield, Rincon, and Guyton for the benefit of the incorporated residents, individuals, property owners, and agreed upon. Effingham County and the cities have agreed to a millage differential as indicated in section 4.4(a) and 4.4(b) below:
- 4.4(a) All parties have agreed to a millage differential of 1.35 mills (reduction to cities) for properties within the incorporated limits of Springfield, Rincon, and Guyton:
- A. Roads and Bridges (Construction, Maintenance and ditches)
 - B. Street Lighting
 - C. Street Sweeping
 - D. Traffic Control
 - E. Parks
- 4.4(b) All parties have agreed to a millage differential of 0.65 mills (reduction to the City of Rincon) for properties within the incorporated limits of Rincon:
- A. Recreation
- 4.4(c) Due the agreed upon millage differential outlined in this section, Effingham County may also derive funding for the services outlined in section 4.4(a) and 4.4(b) from General Fund in addition to the specific funding revenues available per O.C.G.A. § 36-70-24(3)(A) and (B): The county and the city have reviewed the county's calculation (**Exhibit 1**) and agreed to the set millage differentials to amounts defined in section 4.4(a) and 4.4(b) for the life of this agreement or ten years whichever is earliest.
- 4.5 The following services are provided by Effingham County primarily for the benefit of the unincorporated areas of Effingham County, and are also provided by the City of Springfield, Rincon, and Guyton for the benefit of the incorporated residents, individuals, property owners, and agreed upon water and sewer service areas within Effingham County in the unincorporated areas:
- A. Wastewater Collection & Treatment
 - B. Water Supply & Distribution
 - D. Reuse Distribution
- 4.5.1 Effingham County will derive funding for the services outlined in Section 4.5 solely from property taxes of special service districts created by the county, insurance premium taxes, assessments, or user fees that are levied or imposed in a SSD or through such other

mechanism agreed upon by the affected parties which complies with the intent of O.C.G.A. § 36-70-24(3)(A) and (B). Specific funding revenues available per O.C.G.A. § 36-70-24(3)(A) and (B) are delineated in Section 4.3.

Section 5: Services provided by the City of Springfield, Rincon, and Guyton as a higher level of service than that which is provided by Effingham County.

- 5.1 The city of Springfield, Rincon, and Guyton will provide the following services within their incorporated city limits and funding will be from the city's general fund.
- A. Court Services
 - B. Economic Development (also provided by Springfield DDA)
 - C. Elections
 - D. Emergency Management
 - E. Geographic Information Systems
 - F. Indigent Defense
 - G. Municipal Prosecutor
 - H. Police
 - I. Tax Collection
 - J. Senior Citizen Programs

SERVICES PROVIDED BY A MUNICIPALITY OUTSIDE OF ITS CORPORATE BOUNDARIES

- 6.1 **Water and sewer.** The parties hereby adopt a water and sewer delivery area map for each of the parties, attached hereto as **Exhibit 2**. The municipal parties hereto may provide water and sewer service outside of its corporate boundaries to those unincorporated areas located within its respective service delivery area.

6.1(a) Request for Service

Property owners and/or their duly appointed agents shall make requests for water and sewer service in writing to the local government designated as the primary service provider as shown on the water and sewer delivery map attached hereto.

Commitment of Service: Depending on the scope and complexity of water and/or sewer service requested, the primary service provider will determine if it is willing and able to provide the service. If the primary local government provider does not respond in writing within ninety (90) days plus one day from the property owner's written request, or if the request is denied, then the property owner may make a request in writing upon the neighboring local government provider. However, the property owner and the primary local government provider can mutually agree to extend the 90-day period. The commitment of service shall include a date upon which the local government will be able

to provide service to the project (ie: "Provision of Service"). The time frame for providing service will depend on the specifics of each project; however, in any event if the primary service provider cannot or will not commit to being able to provide service within one year's time from the date of request, property owners and/or their duly appointed agents may request services from a neighboring local government.

Provision of Service: Following the commitment of service referenced above, the primary service provider and property owners, and/or their duly appointed agents, may contractually agree to extend the date for the provision of services. If the primary provider and the property owners and/or their duly appointed agents fail to contractually agree to terms for the provision of services in one year's time from the date of the original request, the project may be served by a neighboring local government.

Requests to neighboring local governments: The neighboring local government whose infrastructure is closest to the property will be the next entity to whom a request can be made, and the time frames reference above shall begin with the secondary provider. Any request to a neighboring local government shall be of the same scope as that of the request to the primary service provider. Any neighboring local government receiving a request shall notify the primary service provider by supplying them with a complete copy of the request. After the expiration of the time parameters noted herein, if none of the neighboring local government are willing and able to commit to provide the requested service(s) within one year of the request for service, or contractually agree to terms otherwise, then the project may be served a private service provider.

Contractual Agreements: At any point during this process, a local government entity and the project may agree to terms and conditions of service that extend the timelines included herein. No party to this agreement shall be required to begin design or construction of any water or sewer extension unless the developer has (1) contractually bound itself to pay all applicable aid-to-construction fees, capital cost recovery fees, impact fees, tap-in fees, or other fees established by ordinance of the service provider, by whatever name, and (2) provided such consideration or collateral to secure its obligation as the service provider may require.

- 6.2 Municipalities shall not arbitrarily discriminate against a developer in the unincorporated area of its service area as to rates or fees, nor as to its determination of the consideration or security necessary to secure the developer's obligation to pay such rates or fees.

In the event either government provides service within the service area of the other by virtue of this Section 6.1(a), then the service delivery strategy is revised to reflect that service change.

The notices provided for in this Section 6.1(a) shall be by certified mail, return receipt requested, or by personal delivery, and shall be provided to the following: as to a City: to the Mayor, City Manager, and City Attorney and as to the County: to the Chairman of the Board, County Manager, and County Attorney.

- 7.1 **Fire protection.** The county will provide for fire protection services in the unincorporated areas and the city's will provide for fire protection service in the incorporated areas. The parties have enter into and approved an intergovernmental agreements for the provision of contractual fire protection service, for areas of service responsibilities. The intergovernmental agreements approved between parties include a service delivery area map assigning certain fire response areas to each party. During the term of such intergovernmental agreement, each party shall provide fire protection service to its respective fire response areas, and participate in mutual aid with the other parties for operation in other fire response areas.

THIRD-PARTY ENTITIES PROVIDING COUNTY-WIDE SERVICES

- 8.1 **Economic development.** The Effingham County Industrial Development Authority will continue to provide county-wide economic development service, and will be funded by the statutory millage rate levied on all county residents (unincorporated and incorporated) as required by local constitutional amendment. The cities will continue to provide for economic development within the incorporated limits.
- 9.1 **Hospital.** The Effingham County Hospital Authority will continue to provide county-wide public hospital service, and will be funded through the millage rate levied on all county residents (unincorporated and incorporated) as required by the Georgia Hospital Authorities Law.

REVENUE ALLOCATION TEMPLATE

- 10.1 The spreadsheet attached hereto and previously referred to as Exhibit 1 shall serve as a template for the allocation of currently available County revenue sources with regard to the funding of County services identified herein and the record of how millage differentials were determined for section 4.4(a) ,4.4(b), and 4.4 (c) above .

DCA SUBMITTALS

- 11.1. Within fifteen (15) days of the date of entry of this stipulation, the parties agree to submit all required documentation to the Georgia Department of Community Affairs for certification of an updated Service Delivery Strategy for the parties, incorporating the terms of this stipulation and any referenced intergovernmental agreements. This will include any other information required for an updated local government service delivery strategy for Effingham County.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized representatives, hereunto set their hands and affixed their seals the day and year first below written.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: Wesley M. Corbitt
Wesley M. Corbitt, Chairman

12/15/2020
Date

ATTEST: S. Johnson
Stephanie D. Johnson, County Clerk



Agreement reviewed and approved
by County Attorney:

THE NEWBERRY LAW FIRM

Lee Newberry

CITY OF RINCON, GEORGIA

By: _____
Ken Lee, Mayor

Date

ATTEST: _____
Dulcia King, City Clerk

[SEAL]

Agreement reviewed and approved
by City Attorney:

J. RAYMOND DICKEY ATTORNEY AT LAW

J. Raymond Dickey

CITY OF SPRINGFIELD, GEORGIA

By: _____
Barton Alderman, Mayor

Date

ATTEST: _____
Jennifer Smith, City Clerk

[SEAL]

Agreement reviewed and approved
By City Attorney:

OLIVER MANER, LLP.

Benjamin M. Perkins

CITY OF GUYTON, GEORIGIA

By: _____
Russ Dean, Mayor

Date

ATTEST: _____
Tina Chadwick, City Clerk

[SEAL]

Agreement reviewed and approved
By City Attorney:

OLIVER MANER, LLP.

Benjamin M. Perkins

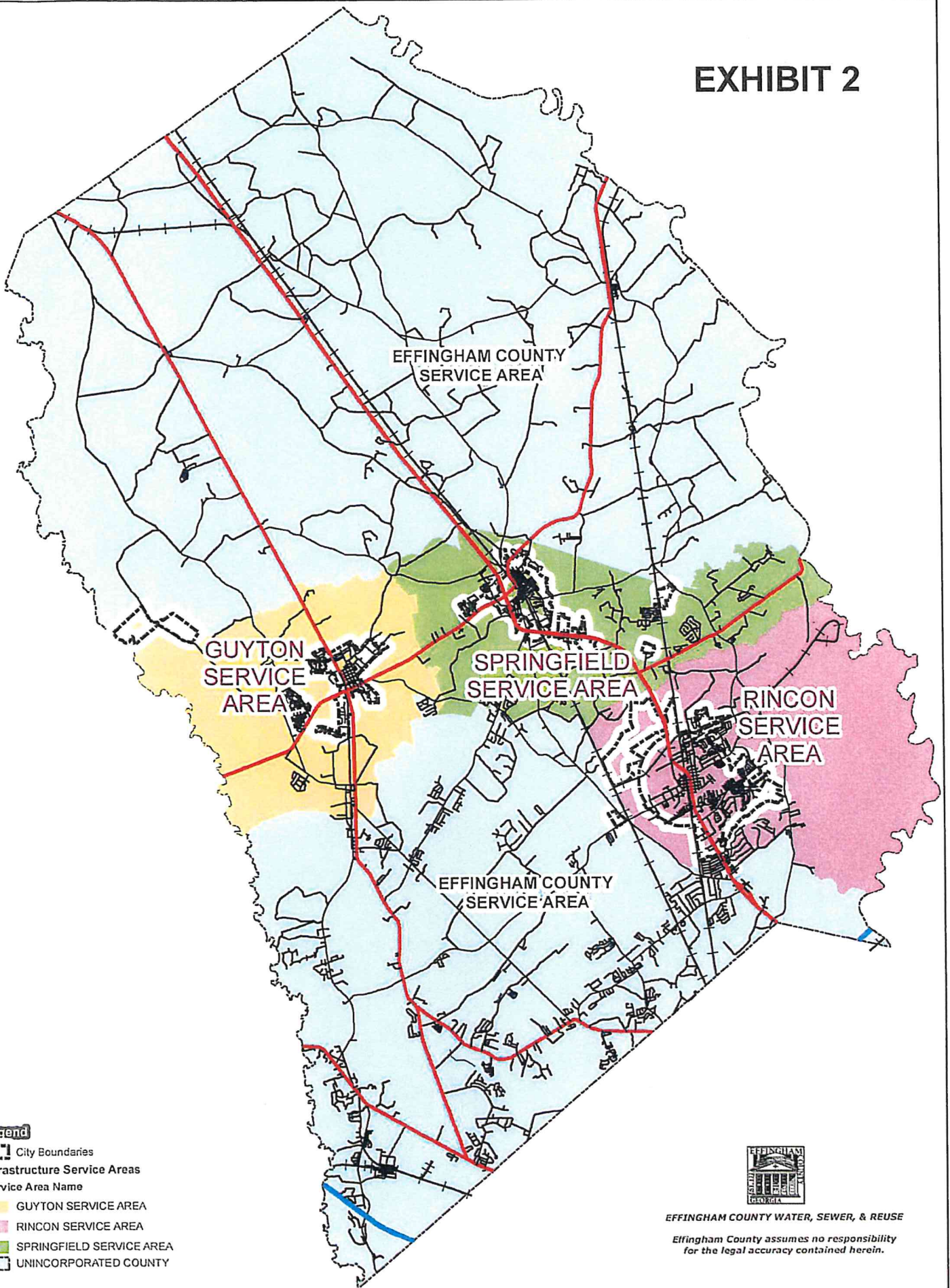
Effingham County
Analysis of 'Special Service Districts' of Effingham County & Related Funding - Per HB 489 & Stipulation Agreement
General Fund of Effingham County, Georgia for the FY Ended 6/30/2018

EXHIBIT 1

Services	Enumerated Revenues - User Fees										Non-Enumerated Revenues					Total Property Tax		
	Per Audit Expended	Admin Cost	Inter-gov	Permits	Charge for Services	Fines & Forfeits	Misc Rev	Total User Fees	Expended (Less) User Fees	Interest on Invest.	License Bus/Bev Bank	Cable Vision	Other Taxes	Pilot Fees	PT Sales Tax		Total Non-Enumer.	Net Cost of Services
Non Duplicated																		
County wide service cost	29,065,601	1,675,507	0	0	0	0	13,183,217	13,183,217	17,557,886	0	0	1,087,004	0	0	5,766,591	6,873,595	10,664,291	13,947,993
Total	29,065,601	1,675,507	0	0	0	0	13,183,217	13,183,217	17,557,886	0	0	1,087,004	0	0	5,766,591	6,873,595	10,664,291	13,947,993
Services																		
Partial Duplication																		
Financial Adm - General	1,542,230	-1,542,230																
Information Technology	374,284	-374,284																
Government Buildings	705,214	-705,214																
Total	2,619,728	-2,619,728	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Duplicated in GF																		
Public Wks -Rds,Bridgs,Drain.	2,560,231	149,315				465,532	465,532	465,532	2,745,014			105,003	189,444		749,452	1,043,899	1,230,115	0.89
Parks	2,400,201	13,548				995,000	995,000	1,321,812	254,079		11,732	21,167			83,737	116,637	137,443	0.10
Recreation	2,337,650	134,757				326,812	326,812	1,321,812	1,150,636		53,131	95,858			319,218	528,206	622,430	0.45
Total	5,108,182	297,921	0	0	0	326,812	326,812	1,787,344	3,678,729		169,866	306,469	0	0	1,212,007	1,680,742	1,989,987	1.44
Other Dup																		
Fire Protection	3,210,638	185,090				1,673,468	1,673,468	1,673,468	1,722,460								1,772,460	
Water / Sewer	3,048,611	221,855				3,924,220	3,924,220	3,924,220	146,246								146,246	
Sanitation Collection	3,497,258	201,601				3,446,629	3,446,629	3,446,629	252,230								252,230	
Senior Citizens	102,813	5,927				8,895	8,895	8,895	99,845								99,845	
Zoning & Inspection	552,186	31,831				606,202	606,202	606,202	-27,185								-27,185	
Ins Prem tax								2,152,391	-2,152,391								-2,152,391	
Rev's allowed for SSD	11,211,706	646,905	2,152,391	0	9,659,414	0	0	11,811,805	46,206		2,134	3,849	903,582	0	903,582	903,585	463,359	
Total	48,065,107	0	2,152,391	0	9,005,226	0	14,643,749	26,782,366	21,289,621	0	0	1,259,004	310,310	0	903,582	6,900,908	11,810,919	16,100,384

177,000 310,318 0 903,582

EXHIBIT 2



Legend

- City Boundaries
- Infrastructure Service Areas**
- Service Area Name**
- GUYTON SERVICE AREA
- RINCON SERVICE AREA
- SPRINGFIELD SERVICE AREA
- UNINCORPORATED COUNTY



EFFINGHAM COUNTY WATER, SEWER, & REUSE

Effingham County assumes no responsibility for the legal accuracy contained herein.



Dear Mr. Sawyer,

This letter is to confirm that Akins Construction Company was the apparent low bidder in the recent re-bid of the above referenced project with a base bid of \$86,600. It is our recommendation that we begin negotiations with Akins in order to confirm this bid and issue a draft copy of AIA Document 105-2017, Standard Short Form Agreement Between the Owner and Contractor with a lump sum fee. It is our understanding that a vote will be held on Tuesday February 9th to approve or reject this bid. We are assuming, at this point, that no further work will be added to the contract (such as once again including the canopies) and that the contract will be based on the most recent set of construction documents.

I personally have worked with Jarrod Akins, and Akins Construction Company, multiple times over the preceding 20 years and have no reservations recommending them for this work. I would suggest requiring builder's risk insurance, but feel that the limited scope of work, and stability of Akins Construction Company, would justify foregoing the Performance and Payment Bond in this case. Of course it's ultimately your decision, but that is money that might be better spent on the work itself. It would be my recommendation to present both parties with the draft contract in the next day or two and attempt to have a final contract ready to sign during the Council meeting February 9th.

Please feel free to write or call with any questions or comments. Until I hear otherwise, I will contact Akins CC today and prepare a draft contract for distribution.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Kevin Palmer', is written in a cursive style.

T. Kevin Palmer, AIA, NCARB

GUYTON COMMUNITY CENTER- WINDOW REPLACEMENT

RE-BID TAB

Project: Guyton Win.

Date: Jan. 29, 2021

Time: 2 p.m.

Location: Virtual

Owner: City of Guyton

General Contractor	Base Bid	Alt. No. 1- Window A-1		Alt. No. 2- Thermal		Allowance 1		Allowance 2		# of Days	Addenda
		Amount	A/D	Amount	A/D	Amount	A/D	Amount	A/D		
1. Akins Construction	\$86,600.00	\$1,800.00		0.00		\$3,000.00		\$1,500.00		90.00	Yes / No Y
2. Marchese Construction	\$133,000.00	\$2,800.00		750.00		\$3,000.00		\$1,500.00		90.00	Yes / No Y
3. WBM Construction	\$108,700.00	\$1,500.00		500.00		\$3,000.00		\$1,500.00		90.00	Yes / No Y
4. BAK Builders	\$93,200.00	\$1,300.00		0.00		\$3,000.00		\$1,500.00		90.00	Yes / No Y
5. Lynn Construction	\$138,866.00	\$0.00		500.00		\$3,000.00		\$1,500.00		120.00	Yes / No Y
6. JB's Roofing & Cnst.	\$105,850.00	\$7,514.00		1,330.00		\$3,000.00		\$1,500.00		10.00	Yes / No Y

NOTES:

Akins Construction is the apparent low bidder.

