

City of Guyton, Georgia  
CITY COUNCIL MEETING  
March 10, 2020 at 7:00 p.m.



## AGENDA

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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 or amend the Agenda**
  6. **Consideration to approve Minutes of Meetings**
    - a. February 11, 2020 City Council Meeting at 7:00 p.m.
    - b. February 21, 2020 Council Retreat
    - c. March 3, 2020 Special Called Meeting at 7:00 p.m.
  7. **Agenda Request(s)**
    - a. Travis Bazemore – EMC Engineering Services, Inc. – Request for water and sewer service for a proposed subdivision to be located off 4<sup>th</sup> Street Extension
    - b. Travis Bazemore – EMC Engineering Services, Inc. – Request for water service for six (6) proposed lots on Archer Road
- ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY**
8. **New Business**
    - a. Consideration to adopt Ordinance 2020-01 to Amend the Official Zoning Map by rezoning 706 Central Blvd from present zoning classification of C-1 to proposed zoning classification of R-1
    - b. Consideration to adopt Ordinance 2020-02 to Amend the Official Zoning Map by rezoning 540 Brogdon Rd from current county zoning classification of AR-1 to proposed city classification of R-1
    - c. Consideration to approve the Child Advocacy Services Group (CASA) 8<sup>th</sup> Annual Superhero Run on Saturday, October 24, 2020
    - d. Consideration to approve the Resolution Number R2020-01 RE: Ethics Pledge
    - e. Introduction of an Ordinance regarding City of Ethics for the City of Guyton
    - f. Consideration to appoint the City Manager to approve adjustments to sewer accounts for water leaks with the appropriate documentation
    - g. Consideration to waive the online payment fees for customers paying utility bills

- online
- h. Consideration to approve the LED Lighting Conversion agreement from Georgia Power for the Walking Trail on Simmons Street in Guyton
- i. Consideration to approve the agreement from Resource & Land Consultants regarding Environmental Consulting Services for the +/- 169 Acre Riverside Drive Tract
- j. Consideration of approving a proposal from Georgia Technologies for IT Support Services
- k. Consideration to authorize the Mayor to establish a new City Website
- l. Consideration of engagement with Caines Hodges for ongoing financial services
- m. Consideration of establishing a committee for the purposes of establishing a project list for the upcoming T-SPLOST referendum
- n. Consideration of Nominations to the Planning and Zoning Board to serve as Alternates

**9. General Government**

Discussion of the Adopt A Road Program for Guyton  
Discussion of Monthly Workshops

**10. Reports from Staff or Committees**

Police Department – Chief James Breletic  
Public Works – Jacob Ford  
Fire Department- Chief Clint Hodges

**11. Dates to Remember**

April 25, 2020 – Sale on the Trail

- 12. Consideration to move from the Regular Meeting into an Executive Session, if needed**
- 13. Consideration to move from the Executive Session back into the Regular Meeting**
- 14. Consideration to Adjourn this meeting**



**City of Guyton**  
**City Council Meeting**  
**February 11, 2020 – 7:00 p.m.**

**MINUTES OF MEETING**

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**Call to Order**

The February 11, 2020 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 Joseph Lee, Council Member Hursula Pelote, and Council Member T. Marshall Reiser were present at this meeting.

*Others Present* - Interim City Manager Brett Bennett, City Attorney Ray Smith, City Clerk Tina Chadwick and Interim City Clerk Linda Rineair were present.

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

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**Moment of Repose for Those Who Practice Some Other Faith**

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

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**Invocation**

Pastor Eric Homberg of Guyton's New Providence Baptist Church gave the invocation.

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**Pledge of Allegiance**

The Pledge of Allegiance was led by Council Member Lee.

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**Consideration to approve or amend the Agenda**

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

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**Consideration to approve Minutes of Meetings**

Reiser made a motion to approve the minutes from the January 14, 2020 Special Called Meeting held at 6:00 p.m., January 14, 2020 Organizational Council Meeting held at 7:00 p.m., and the January 21, 2020 Special Called Meeting. Lee seconded the motion. **Motion passed unanimously.**

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## **Agenda Request**

### **Kristen (Casa) – K5 run for the October Casa Ogeechee – request consideration for donation to event**

Suzie Christen presented that she is the Executive Director of the Child Advocacy Services Group. She would like to request permission to hold the 8<sup>th</sup> Annual Superhero Run which will be held on Saturday, October 24, 2020 in Guyton. She would also like to request that the City give her a \$1,000 Grant like they did last year. Mayor Deen stated that we would take this under advisement and talk to the City Manager this week.

### **Scott Thompson of Hidden Creek Drive request approval for homes on 4 Hidden Creek Drive. Paul Cribbs is the home builder, 2.98 acres**

Mayor Deen briefly reported that an agenda request had been submitted by Scott Thompson of 4 Hidden Creek Drive requesting approval for homes on 4 Hidden Creek Drive. Paul Cribbs is the home builder, 2.98 acres. Mayor Deen requested that this be added to the Agenda for the February 25, 2020 Planning and Zoning Committee Meeting and on the Agenda for the March 10, 2020 City Council Meeting.

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## **ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY**

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### **NEW BUSINESS**

#### **Consideration to approve a proposal presented by Spatial Engineering, Inc.**

Bennett reached out to Spatial Engineering regarding putting data and scanned documents into a system. Richard Truluck presented for Spatial Engineering, Inc. They currently serve Rincon, Springfield and Effingham County. They are proposing to be The City of Guyton's GIS Department. Basically, becoming the repository for our information. There are three things that they want to do. 1. Capture institutional knowledge because things change and you need some continuity. 2. Automate some business processes – creating a zoning report. 3. Keep our data current. Proposal is broken into 3 options. He would recommend Option C for our City. Truluck said that they will provide training sessions. Truluck said that they will give us a recommendation on what we need to do each year. At a minimum the annual cost would be \$4,800.

Mayor Deen asked if there were any public comments at this time. David Rollins approached the podium and stated that he was here a month ago. He handed maps about his property which has a natural waterway running through it and had to go through a sewer pipe and the pipe has stayed blocked. He stated that he has been coming here for three years and that nobody will talk to him or call him. Mr. Bennett was supposed to call him after the last meeting, but he never called him. Bennett stated that he spoke to him at City Hall. Rollins stated that they did not talk about anything. Mayor Deen stated that we were talking about utility lines and tracking all of that. Mayor Deen asked Mr. Rollins to give him his number and that he would touch base with him tomorrow. Mayor Deen stated to Mr. Rollins again that the best that he could do for him tonight is that he would promise that he would call him personally tomorrow and that they would have a discussion tomorrow and that if what they were talking about was not on the Agenda then it is not protocol to continue on. Mr. Rollins stated that Mr. Bennett has his number and then asked the Mayor to call him tomorrow. Mayor Deen replied that he would call him tomorrow.

Johnson made a motion to approve Option C with RightSpot GIS Services presented by Spatial Engineering, Inc. Reiser seconded the motion. **Motion passed unanimously.**

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### **Consideration to approve a Professional Services Contract with Nutter and Associates, Environmental Consultants**

Bennett stated that this a proposal for \$31,000. This is the cost that would be associated with the entire process. All that is needed at this time is \$4,000 of this for Task 1 to begin preliminary work for the site analysis.

Reiser made a motion to approve this proposal of \$4,000 for Task 1 of the Professional Services Contract with Nutter and Associates, Environmental Consultants. Pelote seconded the motion. **Motion passed unanimously**

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### **Consideration to Appoint Tina Chadwick as the City Clerk for the City of Guyton**

Pelote made a motion to appoint Tina Chadwick as the City Clerk for the City of Guyton. Lee seconded the motion. **Motion passed unanimously.**

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### **Consideration to approve the City Clerk as the Pension Secretary**

Reiser made a motion to approve the City Clerk as the Pension Secretary. Johnson seconded the motion. **Motion passed unanimously.**

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### **Consideration to approve the purchase of tablet computers for the Mayor and Council**

Mayor Deen stated that he had gotten some quotes from Repower It for some Surface Pros. Councilman Johnson stated that they have bought other units from them as well. Johnson stated that he wanted to purchase from them again since they are a local company and he wanted to support local businesses.

Johnson made a motion to approve the purchase from Repower It for the Surface Pros at a cost of \$375.00 each for tablet computers for the Mayor and Council, a total of 5 tablet computers. Pelote seconded the motion. **Motion passed unanimously.**

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### **Consideration to approve the City of Guyton, Georgia Fire Department Rental/Lease Agreement**

Bennett stated that he communicated with Chief Hodges and he was trying to make sure that this agreement was approved and he did notice in the Minutes of Guyton that something was approved, but he couldn't remember the exact date. The City Attorney stated that the leasing was approved. Bennett stated that he does not personally have a problem with not requiring security deposits for Effingham County. There was a brief discussion from everyone about whether or not the training and living quarters were to be used. Chief Hodges said that they didn't want to overstep any bounds and if that was the desire of the City then they would be happy with that. Bennett stated that he didn't think that they use of the trucks needed to be in the lease agreement. A brief discussion was had by all regarding the Bay in the Lease Agreement and the Training and Living

quarters. Chief Hodges stated that they were all connected. Reiser asked the City Attorney if he was comfortable with the insurance issues. The City Attorney stated that this is the first time that he has seen it.

Reiser made a motion to approve the City of Guyton, Georgia Fire Department Rental/Lease Agreement contingent on The City Attorney looking into the insurance issue. Pelote seconded the motion. **Motion passed unanimously.**

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**Consideration to engage the services of Linda Rineair for the City Clerk transition as deemed appropriate by the City Manager**

Mayor Deen presented that part of the Agreement with the Interim City Manager was to provide a City Clerk until he was successful in hiring one. He has provided us with one, Mrs. Chadwick and has successfully completed that part of his Contract. Mayor Deen sent out Mrs. Rineair's proposed rate and estimated time to finish the organization of records. She said it should take 3 to 4 months working 3 to 4 hours a day. Bennett stated that is estimated and as we progress forward the staff will talk and coordinate and if that dials back sooner than planned, than that would be the maximum extent of it. Bennett also added that there are a lot of records and information to go through that need to be organized. Our new City Clerk is already entering new functions and ongoing things that she needs to be doing going forward, but there is a lot of information that needs to be gone through and fast and find documents and you can get bogged down with that. There are a lot of things going forward and I would like to see Ms. Chadwick focused on things going forward and have Ms. Rineair help you guys get organized. Bennett stated it is needed.

Johnson made a motion to engage the services of Linda Rineair for the City Clerk transition as deemed appropriate by the City Manager. Reiser seconded the motion. **Motion passed unanimously.**

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**Consideration to replace Michael Johnson with Joseph Lee on the committee to analyze the status of the WWTP established at the 01/14/2020 meeting**

Pelote made a motion to replace Michael Johnson with Joseph Lee on the committee to analyze the status of the WWTP established at the 01/14/2020 meeting. Johnson seconded the motion. **Motion passed unanimously.**

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**GENERAL GOVERNMENT**

**Discussion of an Intergovernmental Agreement for use and Distribution of proceeds generated by the 2020 Transportation Special Purpose Local Option Sales Tax Referendum**

Bennett stated that the Council has probably heard a lot of discussion about this from the News and any other meetings around the County. The process has already started and underway already. He just wanted to get this document before the Council. This is the proposed draft of the Intergovernmental Agreement. He expects it to be approved right away, but he wanted to get it circulated so that the Council could look at it at all requirements, but they are all going to sign this together. Bennett also added that part of this process is for the City and County to approve a list of projects. The other thing that Bennett told the Council is they need to be thinking about projects that they want to be doing within the City. Bennett just wants them to start looking at this

document and to provide feedback and be prepared. The City Attorney advised them to be very careful about their projects. Mayor Deen stated that they will discuss this more at the workshop.

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**Discussion of the City of Guyton Event Calendar for the year 2020**

Bennett stated that our Clerk has pulled together a City of Events Calendar. Bennett stated to email Mrs. Tina and she will get them added. Mayor Deen asked the Community if they know of events to let us know. He knows the ones that he participates in, but at the same time there are so many things going on. Ms. Seabrooks stated that she would just bring records that she has and that there are lot of records that she will just bring to the Clerk. Mayor Deen stated that this is something that we can work on at the Retreat. Diane Hicklin stated that one of the things that was kind of suggested at the community picnic last year was that they were thinking about moving it from July because it was so warm to October, but then we also have the fall festival that the churches are doing in October as well and she is not sure if we want to have two rather large events together. Lee said that they would be something that Leisure Services can work on. Mayor Deen stated that they are looking to reinstitute Leisure Services again and we will be discussing it at the upcoming workshop and a big part of why I ran was to have more community events. This is the year of rebuilding so I can't guarantee all of the things that I promised during my campaign in terms of community events, but it is a priority for me and I want to bring people together and out there doing stuff.

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**Discussion of the Census**

Mayor Deen had a brief discussion regarding the 2020 Census. The Census provides data that the lawmakers use to provide the daily services in support of your community. Mayor Deen would like to encourage the Census and stated that we will be offering help some way.

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**Discussion of a (Draft) Purchasing Policy**

Bennett stated that is an initial draft and that he wanted to get this out there for comment. It will be adopted by Ordinance.

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**Reports from Staff or Committees**

Public Works – Jacob Ford

Fire Department - Chief Clint Hodges reported that in January 305 calls county wide – within the City 27 to 28 call margin.

Interim City Manager – Brett Bennett stated that he will give a full report at the workshop.

Ms. Powell extended an invitation to Seniors in the Know.

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Mr. Harville inquired as to Police stats.

Ms. Seabrooks asked to put on our Facebook page the training for the new voting machines.

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### **Dates to Remember**

Mayor Deen reminded Council Members and those present of the following dates to remember:

02/21/2020 Mayor and Council Retreat beginning at 9:00 a.m.

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### **Consideration to move from the Regular Meeting into an Executive Session, if needed**

Reiser made a motion at approximately 8:09 p.m. to move from the regular meeting into an Executive Session referencing Personnel and Litigation. Johnson seconded the motion, **Motion passed unanimously.**

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### **Consideration to move from the Executive Session back into the Regular Meeting**

Pelote made a motion at approximately 9:34 p.m. to move from the Executive Session back into the Regular Meeting. Johnson seconded the motion. **Motion passed unanimously.**

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### **Adjournment**

Reiser made a motion at approximately 9:38 p.m. to adjourn this meeting. Pelote seconded the motion. **Motion passed unanimously.**

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\_\_\_\_\_  
Russ Deen, Mayor

\_\_\_\_\_  
Tina Chadwick, City Clerk





**City of Guyton**  
**Special Called Meeting**  
**March 3, 2020 – 7:00 p.m.**

**MINUTES OF MEETING**

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**Call to Order**

The March 3, 2020 City of Guyton Special Called Meeting was called to order by Mayor Russ Deen at approximately 7:00 p.m. Mayor Russ Deen, Council Member Joseph Lee, Council Member Hursula Pelote, and Council Member T. Marshall Reiser were present at this meeting.

*Others Present* - Interim City Manager Brett Bennett and City Clerk Tina Chadwick were present.

**Consideration to approve the Amended Agenda**

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

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**ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY**

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**NEW BUSINESS**

**Introduction of an Ordinance to Amend the Official Zoning Map by rezoning 706 Central Blvd from present zoning classification of C-1 to proposed zoning classification of R-1**

Mayor Russ Deen presented that any time that we are introducing an Ordinance it has to be read in multiple times and that is one of the reasons for this Special Meeting. He stated that it will be read again at the March 10, 2020 City Council Meeting and will be voted on upon. Mayor Deen read the Ordinance for the record.

**Introduction of an Ordinance to Amend the Official Zoning Map by rezoning 540 Brogdon Rd from Current county zoning classification of AR-1 to proposed city zoning classification R-1**

Mayor Deen stated that this Ordinance will be read in tonight and then again at the March 10<sup>th</sup> Meeting as well. Mayor Deen to read the Ordinance for the record.

**Consideration of a Nomination by the Mayor to Appoint James Breletic as Chief of Police for the City of Guyton**

Andy Harville presented that he has gotten plenty of questions and comments towards him. He stated that we have talked about the Charter and things have been figured out and for the Mayor to nominate and then for it to come before the Council to vote. The other issue that people have presented to him was the Guyton Personnel Policy on the job interview. Chapter 2.5.1 It states that

the Department Head, City Manager, along with the Mayor and a Citizen or if the absence of a Mayor, a member of the City Council shall conduct interviews of eligible candidates. He would like clarification on that. Mr. Harville stated that he just wanted to make sure that everything was done right and would hate for anyone to think that they were overlooked. A brief discussion followed. Interim City Manager, Brett Bennett stated that generally Council sets policy for how one would conduct business. Mayor Deen stated that since everything falls to the Charter and the Charter gives him the right to nominate, that Mayor Deen will nominate a Candidate and the Council will vote upon it. The Charter supersedes all Personnel Policy and Policy set forth and he will follow the Charter and we will get a Police Chief tonight as it is time to move forward.

Lee made a motion to nominate James Breletic as Chief of Police for The City of Guyton. Pelote seconded the motion. **Motion passed unanimously.**

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### **Swearing in Ceremony – Police Chief – James Breletic**

Judge Reddick performed the Swearing in Ceremony

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### **Adjournment**

Reiser made a motion at approximately 7:34 p.m. to adjourn this meeting Lee seconded the motion. **Motion passed unanimously.**

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Russ Deen, Mayor

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Tina Chadwick, City Clerk

# City of Guyton, Georgia

Established 1887

*Working Together to Make a Difference*

## GUYTON CITY COUNCIL AGENDA REQUEST

Date of Request: 2-27-20 Council Meeting Date: 3-10-20

Name of Person Making Request: Travis Bazemore - EMC Engineering Services, Inc.

Address: 10 Chatham Center South, Suite 100 Savannah, GA 31405

Phone Number: 912-644-3207 Email: travis\_bazemore@emc-eng.com

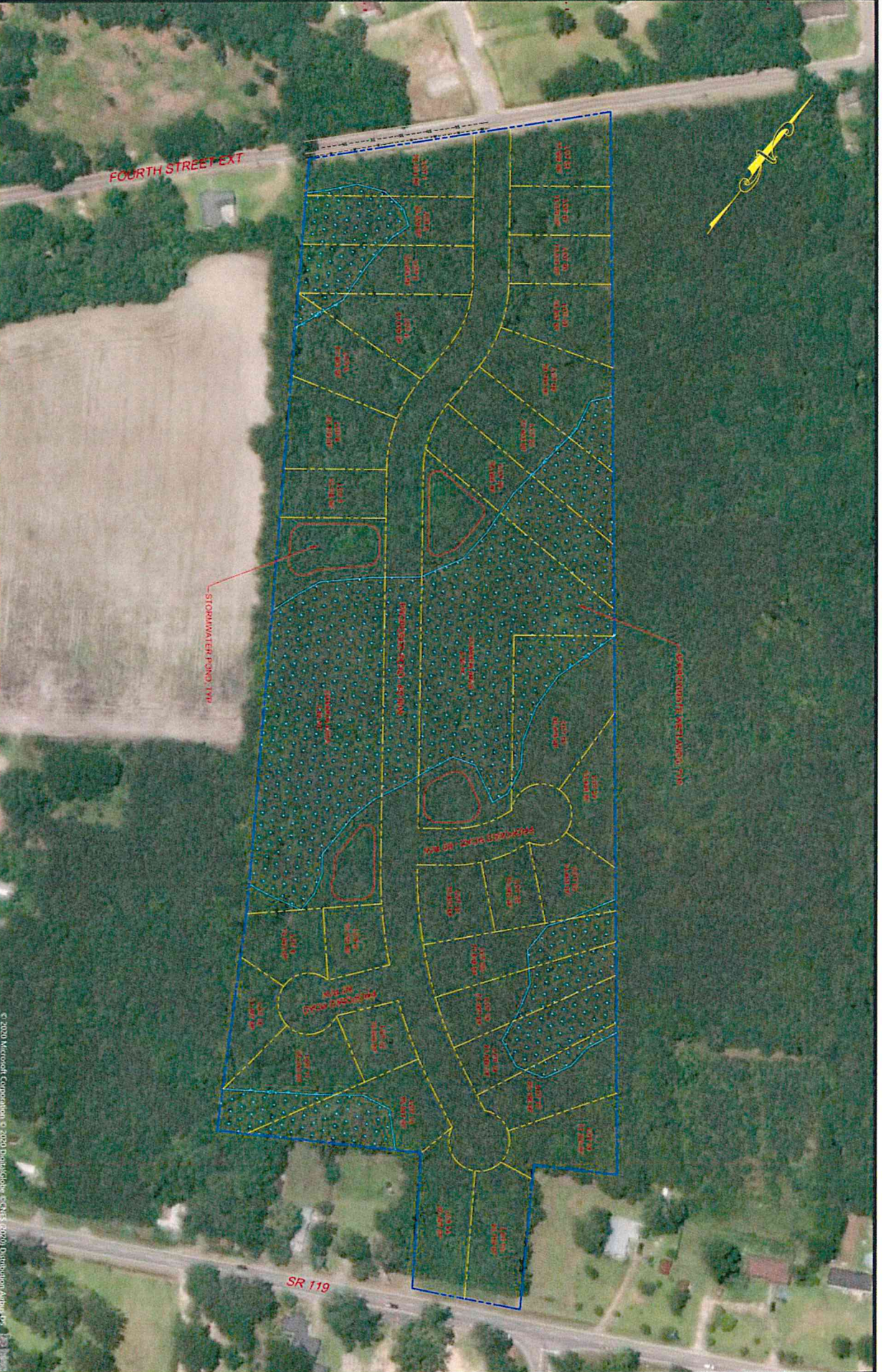
Explanation of Request with attached supporting documentation, if any:

Item #1: Request for water and sewer service for a proposed subdivision to be located  
off of 4th Street Extension.

Item #2: Request for water service for 6 proposed lots on Archer Road.

Please complete and return this Agenda Request form to the City Clerk by **12:00 pm on the Thursday prior to the City Council meeting.** Acceptance will be based upon the number

310 Central Avenue, PO Box 99, Guyton, Georgia 31312  
912.772.3353 [www.cityofguyton.com](http://www.cityofguyton.com)



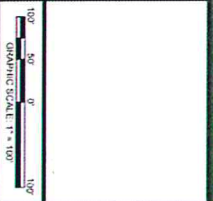
**emc**  
ENVIRONMENTAL

EMC ENGINEERING SERVICES, INC.  
10 Chatham Center S, Suite 100  
Savannah, GA 31404  
Phone: (912) 233-4100  
Fax: (912) 233-4100  
savannah@emc-eng.com  
www.emc-eng.com

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS  
SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WAREHUR ROBINS

CONCEPT PLAN  
**FOURTH STREET SUBDIVISION**

GUYTON, GEORGIA  
Prepared for:  
DAVIDSON NELSON



NO.	BY	DATE

PROJECT NO.:	20-0014
DRAWN BY:	TGB
DESIGNED BY:	
SURVEYED BY:	
SURVEY DATE:	
CHECKED BY:	
SCALE:	1" = 100'
DATE:	MARCH 2020

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LOT 1  
2.81 AC  
122504.66 SF

LOT 2  
0.70 AC  
30507.03 SF

LOT 3  
0.63 AC  
27374.98 SF

LOT 4  
0.56 AC  
24242.92 SF

LOT 5  
0.52 AC  
22899.03 SF

LOT 6  
0.51 AC  
22243.63 SF

LOT 7  
0.52 AC  
22677.38 SF

Archer Rd

Archer Rd



**ORDINANCE NUMBER 2020-01**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF GUYTON, GEORGIA, AS AMENDED, TO REZONE FROM A ZONING CLASSIFICATION OF C-1 TO A ZONING CLASSIFICATION OF R-1 CERTAIN PROPERTY OWNED BY PATRICIA L. MCCALL (ESTATE OF) WITH SEAN DUFFY, AS EXECUTOR, KNOWN AS PARCEL G0050001C00, CONSISTING OF APPROXIMATELY 6.97 ACRES, LOCATED AT 706 CENTRAL BOULEVARD IN GUYTON, GEORGIA; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**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.** That the Official Zoning Map of the City of Guyton, Georgia be amended so that the following described property, known as Parcel G0050001C00, consisting of approximately 6.97 acres, located at 706 Central Boulevard in Guyton, Georgia, presently owned by Patricia L. McCall (Estate of) with Sean Duffy, as Executor, as described in Appendix A, which is attached to and incorporated as part of this ordinance, be rezoned from its present C-1 zoning classification to a zoning classification of R-1;

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** This ordinance shall become effective upon the date of adoption.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by the Mayor and Council Members of the City of Guyton, Georgia.

**CITY OF GUYTON**

\_\_\_\_\_  
Russ Deen, Mayor

**ATTEST:**

\_\_\_\_\_  
Tina L. Chadwick, City Clerk

STATE OF GEORGIA  
CITY OF GUYTON

ORDINANCE NUMBER 2020-02

AN ORDINANCE TO ANNEX CERTAIN PROPERTY INTO THE CITY OF GUYTON, GEORGIA PURSUANT TO CHAPTER 36 OF TITLE 36 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, AND TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF GUYTON, GEORGIA, AS AMENDED, TO REZONE CERTAIN PROPERTY KNOWN AS PARCEL 03190013, CONSISTING OF APPROXIMATELY 5.04 ACRES, LOCATED AT 540 BROGDON ROAD IN GUYTON, GEORGIA, FROM EFFINGHAM COUNTY ZONING CLASSIFICATION AR-1 TO CITY OF GUYTON ZONING CLASSIFICATION R-1; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA in a regularly scheduled meeting assembled and pursuant to lawful authority thereof, as follows:

**SECTION 1.** That the area contiguous to the City of Guyton, known as parcel 03190013, consisting of approximately 5.04 acres, being located at 540 Brogdon Road in Guyton, Georgia as described in Exhibit A, which is attached to and incorporated as part of this ordinance, is hereby annexed into the City of Guyton and is made a part of said city.

**SECTION 2.** That the Official Zoning Map of the City of Guyton, Georgia be amended so that the above-described property shall be rezoned from Effingham County zoning classification AR-1 to City of Guyton zoning classification R-1, as shown on Exhibit A.

**SECTION 3.** That the City Clerk of Guyton is instructed to send a report that includes certified copies of this ordinance to Effingham County, the county in which the property being annexed is located, and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, to the Department of Community Affairs, and to the governing authority of Effingham County, within thirty (30) days after the effective date of the annexation and re-zoning as set forth above in Section 1 and Section 2.

**SECTION 4.** This ordinance shall become effective on the 1<sup>st</sup> day of April 2020.

**SECTION 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by the Mayor and Council Members of the City of Guyton, Georgia.

CITY OF GUYTON

\_\_\_\_\_  
Russ Deen, Mayor

**ATTEST:**

\_\_\_\_\_  
Tina L. Chadwick, City Clerk

**STATE OF GEORGIA  
CITY OF GUYTON**

**RESOLUTION NUMBER: R2020-01  
RE: ETHICS PLEDGE**

**WHEREAS** the Board of Directors of the Georgia Municipal Association (“GMA”) has established a Certified City of Ethics program; and,

**WHEREAS** the City of Guyton, wishes to be re-certified as a Certified City of Ethics under the GMA Program; and,

**WHEREAS** part of the re-certification process requires the Mayor and Council to re-adopt to the ethics principles approved by the GMA Board;

**NOW THEREFORE BE IT RESOLVED** by the governing authority of the City of Guyton, Georgia, that as a group and as individuals, the governing authority re-adopts its commitment to the following ethics principles and pledges to conduct its affairs accordingly:

- \* Serve Others, Not Ourselves
- \* Use Resources With Efficiency and Economy
- \* Treat All People Fairly
- \* Use The Power of Our Position For The Well Being Of Our Constituents
- \* Create An Environment Of Honesty, Openness And Integrity

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF GUYTON, GEORGIA

\_\_\_\_\_  
Russ Deen, Mayor

\_\_\_\_\_  
Hursula Pelote, Councilmember

\_\_\_\_\_  
Michael Johnson, Mayor Pro Tem

\_\_\_\_\_  
Marshall Reiser, Councilmember

\_\_\_\_\_  
Joseph Lee, Councilmember

\_\_\_\_\_  
ATTEST: Tina Chadwick, City Clerk

[City Seal]



## Jenna Tidwell

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**From:** Nick Zorio <NickZ@edmundsgovtech.com>  
**Sent:** Tuesday, March 03, 2020 5:51 PM  
**To:** Jenna Tidwell  
**Subject:** Re: Online Payment Fee

Jenna,

For a Convenience Fee setup, the resident pays the fee, and that is 2.95% for Debit/Credit card transactions, and a flat \$1.05 per eCheck that is submitted.

For an Agency funded setup, where the City would absorb the cost of these fees, there is a flat \$0.12 per eCheck transaction, and the credit/debit card rate can be a variable, depending on the card that is used.

You can also have a hybrid setup, where you are Agency Funded for eChecks, and Convenience Fee for Credit/Debit cards.

Let me know your thoughts here, and if you wish to discuss this further.

Thank You,



*Nicholas Zorio*  
*Programming & Development*  
Edmunds GovTech  
609.645.7333  
[www.EdmundsGovTech.com](http://www.EdmundsGovTech.com)



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**From:** Jenna Tidwell <jenna.tidwell@cityofguyton.com>  
**Sent:** Tuesday, March 3, 2020 10:46 AM  
**To:** Nick Zorio <NickZ@edmundsgovtech.com>  
**Subject:** Online Payment Fee

Good Day,

I was wondering how much the online payment fee is per person and if the City of Guyton could cover that fee and what the process is to set this up?

Thank you,

*Jenna Tidwell*  
[jenna.tidwell@cityofguyton.com](mailto:jenna.tidwell@cityofguyton.com)  
City of Guyton  
WaterWorks Clerk  
Phone (912)772-3353

# Lighting Services Agreement



Customer Legal Name CITY OF GUYTON DBA \_\_\_\_\_

Service Address 0 SIMMONS ST GUYTON GA 31312 County Effingham - GA

Mailing Address PO BOX 99 GUYTON GA 31312

Email \_\_\_\_\_ Tel # \_\_\_\_\_ Alt Tel # \_\_\_\_\_

Tax ID# 0617 Business Description Walking Track

Existing Customer Yes  No  If Yes (and if possible), does customer want the Service added to an existing account? Yes  No  If Yes, which Account Number? 00942-78010

Selected Components				
Action	Qty	Wattage	Type	Description
INS	20	180	LED	Flood (pole-mounted)

<b>Service Cost (\$)</b>	<b>Regulated Cost (\$)*</b>	<b>Monthly Cost (\$)*</b>	<b>Term (Months)</b>	1
\$922.00	\$126.60	\$1,048.60		

\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

**Project Notes:**

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes  N/A

Type	Customer	Tariff	Content
NESC	Gov	EOL	

<b>Pre-Payment (\$)</b>
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b>	<b>Print Name:</b> Brian Rose
<b>Print Title:</b>	<b>Print Title:</b> Account Exec
<b>Date:</b>	<b>Date:</b>

## TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“Agreement”) establishes the terms and conditions under which Georgia Power Company (“GPC”) will provide lighting and related service (collectively, the “Service”) to the customer identified on Page 1 (“Customer”) at the Service Address shown on Page 1 (the “Premises”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “GPC Assets”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “Term.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “GPC Activity”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
  - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“Dig Law”), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
  - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“Unforeseen Condition”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“UPC”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “include(ing)” means “include, but are not limited to” or “including, without limitation”; (ii) “or” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “e.g.” means “for example, including, without limitation”; and (iv) “written” or “in writing” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



13 January 2020

City of Guyton  
Mr. Brett Bennett  
[Brett.Bennett@cityofguyton.com](mailto:Brett.Bennett@cityofguyton.com)

**RE: Environmental Consulting Services  
+/- 169 acre Riverside Drive Tract  
Effingham County, Georgia**

Dear Mr. Bennett;

At your request, Resource & Land Consultants offers this letter agreement to perform environmental consulting services for the subject tract located in Effingham County, Georgia.

This letter agreement is hereby offered between City of Guyton c/o Mr. Brett Bennett (CLIENT) and Resource & Land Consultants (CONSULTANT) in accordance with the provisions contained herein. Services associated with this project are detailed in Section 1 and terms and conditions for services rendered will be executed in accordance with Section 2.

#### **SECTION 1: SCOPE OF SERVICES**

**Aquatic Resources & State Waters Delineation:** CONSULTANT will delineate all aquatic resources within the project area in accordance with the regulatory requirements of 33 CFR Part 328 *Definition of Waters of the U.S.*, the *Corps of Engineers (USACE) Wetland Delineation Manual*; January 1987 and State Waters in accordance Georgia Erosion and Sedimentation Act (Act), O.C.G.A. 12-7. CONSULTANT will prepare a field sketch approximating the limits of our delineation. CONSULTANT will locate delineated aquatic resource boundaries using sub-meter global positioning system (GPS) and will provide a copy of the data to CLIENT for preliminary planning and design purposes. CONSULTANT proposes to provide these services on a time and expense basis, not to exceed **Seven thousand five hundred dollars (\$7,500.00)**.

- B. Delineation Review of Aquatic Resources (DRAR) Request:** CONSULTANT will prepare a complete DRAR request for submittal to the USACE seeking written verification of the limits of aquatic resources and a State Waters Buffer Determination Request for submittal to the Local Issuing Authority (LIA). CONSULTANT will provide ongoing coordination with the USACE and LIA in order to obtain final written verification. CONSULTANT proposes to provide this service for a fee of **Three thousand two hundred dollars (\$3,200.00)**.
- C. Agency Coordination:** If a field inspection of the delineation is requested by one of the reviewing regulatory agencies, CONSULTANT will accompany agency personnel to the subject property to provide technical support during field review of the delineation. CONSULTANT will also provide ongoing coordination and supply additional information such as maps, digitized wetland boundaries, etc. at the agency's request on a case by case basis. CONSULTANT proposes to provide this task for a fee of **Six hundred fifty dollars (\$650.00)**.
- D. Additional Services:** The scope of services listed in this proposal is specific to the normal and customary level of effort required to complete each task. If circumstances arise beyond the control of CONSULTANT, or if additional information, meetings, etc. are necessary at the request of the CLIENT or required on behalf of any regulatory agency, additional services will be billed on a time and expense basis. CONSULTANT proposes to complete additional services on a **time and expense** basis in accordance with the attached **fee schedule**.

## **SECTION 2: TERMS & CONDITIONS**

- A. Commencement of Work:** Upon written notice to proceed via approval of this letter agreement by CLIENT, CONSULTANT will begin work within thirty (30) calendar days of receipt of executed letter agreement. CONSULTANT will complete work in a timely and customary manner. However, federal and state agencies and their review practices vary greatly, and no guarantees on final completion dates of authorized tasks can be given by CONSULTANT.
- B. Payment Schedule:** Invoices for services rendered will be sent monthly for hourly contracts for work completed within the previous thirty days in accordance with the attached fee schedule. Invoices for fee-based contracts will be billed at the completion of the specified task or at other intervals as specified in Section 1. Payment will be considered due upon receipt. Payments received after thirty (30) days of the invoice date will be considered overdue, and interest charges will be added on unpaid balances at the rate of eighteen percent (18%) per annum. Work will automatically cease on any projects where unpaid balances exceed sixty (60) days. Special billing and payment schedules may be arranged at the request of the CLIENT. CLIENT agrees to pay any and all costs incurred by CONSULTANT in the collection of any amount due and unpaid by CLIENT, including reasonable attorney's fees.
- C. CLIENT's Responsibilities:** Execution of this letter agreement serves as authorization for right of entry to subject property. CLIENT ensures that CONSULTANT has permission to enter subject properties to perform duties associated with the completion of the scope of work specified in Section 1. CLIENT hereby indemnifies CONSULTANT and agrees to assume all liability associated with any disputes or legal actions that may result from CONSULTANT performing authorized work at the designated project site.
- D. CONSULTANT's Responsibilities:** The professional services performed in association with this letter agreement shall be conducted in accordance with sound customary environmental consulting practices and will incorporate federal, state, and local regulations and standards that are applicable at the time the CONSULTANT rendered those services.

CONSULTANT will strive to perform services authorized by this letter agreement in a manner consistent with the level of skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended as part of this letter agreement, or in any report, opinion, document, or otherwise.

- E. Limits of Liability:** All services and materials provided by the CONSULTANT under this letter agreement are for the use of the CLIENT only and no rights or obligations to anyone other than the CLIENT are implied or conveyed. The CLIENT agrees to limit the CONSULTANT's liability due to negligent acts, errors, or omissions to twenty-five thousand dollars (\$25,000.00) or the CONSULTANT's total fee for the services rendered under this letter agreement, whichever is greater. CONSULTANT shall not be responsible for the acts or omissions of others associated with a project and will be responsible solely for the acts and performance of CONSULTANT's own employees and agents.
- F. Indemnification:** CLIENT agrees to indemnify and hold harmless the CONSULTANT from any claims, judgments, and damages including attorney fees from third parties to challenge the issuance of any permits or certifications.
- G. Choice of Law/Jurisdiction:** CLIENT and CONSULTANT hereby agree that this agreement and their respective rights and obligations arising hereunder is to be governed by the laws of the State of Georgia, without reference to the choice of law principles thereof. CLIENT and CONSULTANT hereby further agree that the state or federal courts sitting in Chatham County, Georgia shall have exclusive jurisdiction to hear any dispute arising under this agreement, and CLIENT hereby submits itself to personal jurisdiction of such courts.
- H. Cancellation or Suspension of Agreement:** Either CLIENT or CONSULTANT may cancel this letter agreement by notification in writing at least seven (7) days prior to termination. CLIENT may suspend work by notifying CONSULTANT in writing at which time all services provided by CONSULTANT will cease. Within (10) days of cancellation of letter agreement or suspension of services, all outstanding fees and reimbursable expenses will be paid in full.

**SECTION 3: EXECUTION**

This letter agreement in its entirety, including Section 1, Section 2, Section 3, and attached Fee Schedule dated January 1, 2020, represent the entire understanding between CLIENT and CONSULTANT with respect to the project and may only be modified by written agreement signed by both parties.

If the terms and conditions of this letter agreement are acceptable, please sign and date in the spaces provided and return the original to CONSULTANT. Please retain a copy for your records.

The services and fees specified in this proposal can be relied upon for a period of ninety (90) days from the date of the letter, unless changed by CONSULTANT in writing. We are pleased that you have inquired about our services and we look forward to helping you with your project.

Sincerely,



Alton Brown, Jr.  
Principal  
Resource & Land Consultants

ACCEPTED: THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE

• **SUMMARY:**

Task	Company	Proposed Amount	Time & Expense / Lump Sum
A. Aquatic Resources & State Waters Delineation	RLC	\$7,500.00	Time & Expense
B. Aquatic Resource Determination Review & State Waters Buffer Verification Request	RLC	\$3,200.00	Lump Sum
C. Agency Coordination	RLC	\$650.00	Lump Sum
D. Additional Services	RLC		Time & Expense
<b>TOTAL PROPOSED CONTRACT:</b>		<b>\$11,350.00</b>	<b>(+ additional services, if necessary)</b>

• **RLC RATES:**

All time, including travel hours, spent on the project by professional, technical, and clerical personnel will be billed. The following approximate ranges of hourly rates for various categories of personnel are in effect from January 1, 2020 to December 31, 2020:

Category	Hourly Rate
Principal	\$185
Project Manager	\$140
Project Biologist	\$110
Field Technician	\$80
Clerical	\$60

Hourly rates will be adjusted annually to reflect changes in the cost-of-living index as published. Any contracts or work in progress at such time will be billed at the new effective rate for all work yet to be performed. Unless otherwise stated, any cost estimate presented in a proposal is for budgetary purposes only and is not a fixed price. If it appears that due to factors beyond the control of the CONSULTANT that the specified budget will be exceeded, the CLIENT will be notified prior to conducting further work. Representation by CONSULTANT employees for judicial proceedings will be billed at 1.5 times standard published rate.

• **EXPENSES:**

Travel expenses necessary for the execution of the project, including highway mileage in company or personal vehicles, will be charged at the published IRS standard allowable rate. Additionally, it may at times become necessary for the execution of this agreement for CONSULTANT to hire certain third-party subcontractors because of a need for special expertise or skills they may possess. CLIENT hereby acknowledges that this may become necessary and agrees to pay CONSULTANT, in addition to other fees and costs outlined herein, any fees associated with the hiring and retention of such subcontractors deemed necessary in the sole judgment of CONSULTANT.

The following expenses will be billed at direct cost:

- Accommodations, meals.
- Postage and shipping/courier services.
- In-house printing and reproduction.
- Out-sourced printing, copying, reproductions.
- Equipment and supplies necessary to complete specific project, including rental fees.



# Service Options Proposal City of Guyton

**February 07, 2020**  
*Proposal Valid for 30 Days*

**Important Confidentiality Notice:**

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<b>Option 1: Managed Services with Annual Block of 40 Hours</b>	<b>Notes</b>
<p>The Georgia Technologies Managed Services product provides client with computer and technology services whenever a request is made, or when trouble is found via our remote monitoring application. Managed Services is billed on a monthly basis and includes:</p> <ul style="list-style-type: none"> <li>-Priority Response Times</li> <li>-24x7x365 Remote Monitoring</li> <li>-A block of hours for IT service and support</li> <li>-A lower hourly billing rate if client uses services over the block of hours</li> </ul> <p><b>A standard 1 year Managed Services Agreement is required.</b></p> <p><i>If this option is chosen, client may use up to 40 hours per year in exchange for the monthly billing rate. Service and support provided over 40 hours in a particular year will be billed at the rate of \$125 per hour (reduced from the standard Break/Fix rate of \$135 per hour).</i></p>	<p><b>Monthly Billing Rate: \$450</b></p> <p><b>IT service and support up to 40 hours per year</b></p> <p><b>Overage Rate: \$125 per hour</b></p> <p><b>Priority Response Times Included</b></p> <p><b>1 Year Commitment Required</b></p>

<b>Monthly Add-ons for Option 1</b>	<b>Rate</b>
Data Backup & Disaster Recovery – 2TB Local   1 Year Offsite	\$125.00
Antivirus Software (15 computers/servers)	\$33.75

***Please See Next Page for Unlimited IT Service & Support Option***

<b>Option 2: Simple Rate (Unlimited IT Service &amp; Support)</b>	<b>Notes</b>
<p>The Georgia Technologies Simple Rate program provides client with computer and technology services whenever a request is made, when trouble is found via our remote monitoring application, and includes Windows updates management, antivirus maintenance, and data backup and disaster recovery.</p> <p>The Simple Rate program is billed on a monthly basis and includes:</p> <ul style="list-style-type: none"> <li>-Unlimited IT Service &amp; Support</li> <li>-Guaranteed Response Times</li> <li>-Data Backup &amp; Disaster Recovery – 2TB Local   1TB Offsite</li> <li>-Antivirus Software (up to 15 devices)</li> <li>-Advanced Server &amp; Network Management</li> <li>-Vendor Management</li> <li>-24x7x365 Remote Monitoring</li> <li>-See Simple Rate Brochure for additional inclusions</li> </ul> <p><b>A standard 1 year Managed Services Subscriber Agreement is required.</b></p>	<p><b>Monthly Billing Rate: \$825</b></p> <p><b>Unlimited IT service and support</b></p> <p><b>Guaranteed Response Times Included</b></p> <p><b>1 Year Commitment Required</b></p> <p><b>Data Backup &amp; Disaster Recovery Included</b></p> <p><b>Antivirus Software &amp; Management Included</b></p>

<p><b>If you should have any questions regarding this Service Options Proposal, please contact us.</b></p>	<p><b>Georgia Technologies</b>                  216 S Zetterower Ave                  Statesboro, GA 30458                  (912) 489-9857  <a href="http://www.georgiatechnologies.com">www.georgiatechnologies.com</a></p>
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## Service Option Selection & Order Confirmation

Please select your preferred service option.

✓	Option	Rate Information
	Option 1: Managed Services with Annual Block of 40 Hours	Monthly Billing Rate: \$450 Overage Rate: \$125 per hour
	Option 2: Simple Rate Unlimited IT Service & Support with Supplied Equipment & Services	Monthly Billing Rate: \$825

Please select desired add-ons (**only valid for option 1**).

✓	Add-on	Rate Information
	Data Backup & Disaster Recovery 2TB Local Storage, 1 Year Off-site Storage	Monthly Billing Rate: \$125.00
	Antivirus Software for up to 15 computers/servers	Monthly Billing Rate: \$33.75

Client's Legal Name	
Street Address, City, State, ZIP	
Billing Address, City, State, ZIP	
Primary Contact Name	
Primary Contact Phone & Email	

\_\_\_\_\_  
Name (please print)

Please return this form to Georgia Technologies.  
Email: [orders@georgiatechnologies.com](mailto:orders@georgiatechnologies.com)  
Fax: 912-764-3237

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Caines, Hodges & Company, P.C.  
5302 Frederick Street • Suite 203  
Savannah, GA 31405  
Tel: (912) 233-6383  
www.caineshodges.com

Member American Institute of Certified Public Accountants  
and Georgia Society of Certified Public Accountants

March 5, 2020

Brett Bennett, Interim City Manager  
City of Guyton  
P.O. Box 99  
Guyton, GA 31312

Dear Brett:

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of services we will provide.

For the period beginning after our completion of the procedures under our engagement letter dated March 4, 2020, (projected to be June 1, 2020) through June 30, 2021, we will perform the following procedures:

1. Monthly reconciliation of all bank accounts
2. Monthly review of cash receipts and disbursements (including payroll) recording for reasonableness and accuracy
3. Monthly reconciliation of interfund balances and interfund transfers
4. Quarterly reconciliation of all significant balance sheet accounts
5. Quarterly analysis of income statement accounts and correction of any identified misclassifications
6. Quarterly preparation of payroll tax returns
7. Continual monitoring of financial reporting system and communication with technical support regarding identified necessary modifications
8. Continual maintenance of capital assets summaries, capital additions and dispositions schedules, and depreciation schedules
9. Assistance with preparation of annual budget and, as necessary, budget amendments
10. Assistance with bond reporting
11. Assistance with water and sewer rate analysis, as directed by management
12. Clean-up of duplicate vendors and other duplicate items in the financial reporting system
13. Assistance with vendor E-verify procedures
14. Annual preparation of supporting working papers for balance sheet accounts for use by auditors, including but not limited to:
  - Bank accounts
  - Accounts receivable
  - Prepaid expense

March 5, 2020

Brett Bennett, Interim City Manager

Page 2

- Capital assets (including acquisitions, dispositions, and depreciation)
  - Accounts payable
  - Payroll liabilities
  - Pension-related liabilities and deferred inflows/outflows of resources
  - Long-term debt
15. Annual preparation of financial statements prior to audit
  16. Annual preparation of information returns, including federal forms W-2, W-3, 1099, 1096, and, as necessary, related state forms
  17. Other procedures as mutually agreed-upon by Caines, Hodges & Company, P.C., and City of Guyton, Georgia, personnel.
  18. Communication to management identified potential improvements in internal control procedures throughout the performance of all above-noted procedures

Our engagement is limited to the period and the accounting services indicated above.

You are responsible for designing and implementing programs and internal controls to prevent and detect fraud and informing us about all known or suspected fraud impacting the company. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Our engagement cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or embezzlements, that may exist. However, we will inform the appropriate level of management specifically designated by you of any material errors and any irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

In order for us to complete this engagement in a timely and efficient manner we require unrestricted access to all documents concerning your financial transactions including but not limited to bank statements, canceled checks, summaries of deposits and sales, a listing of accounts payable and accounts receivable, leases, loans and any other financial information necessary that impacts your accounting records. If you keep records in QuickBooks or other accounting software you agree to have the most current updates, patches etc., such that your system will be compatible with the current operating system standards.

For an initial period of 3 month our fees for these services will be \$2,300 per month. At the end of the initial period we will review with management the time incurred and adjust the fee (up or down) to reflect the actual time necessary to meet the expectations of the City under this engagement. This estimate may change due to other information obtained throughout the performance of procedures covered in our other engagement with the City. All invoices are due upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of

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Brett Bennett, Interim City Manager

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termination. If you or we decide to terminate this engagement for any other reason, you agree to compensate us for the fees incurred through the date of termination.

Upon completion of the initial term of this engagement, the engagement will renew automatically at a monthly rate to be agreed upon by both parties. The engagement may be terminated by either party with a written 30-day notice.

Matthew E. Caines is the engagement partner and is responsible for supervising the engagement and signing any reports related to this engagement or authorizing another individual to sign them.

Our maximum liability to you arising for any reason relating to services rendered under this letter shall be limited to the amount of fees you paid for these services. In the event of a claim by a third party relating to services under this letter, you will indemnify us from all such claims, liabilities, costs and expenses, except to the extent determined to have resulted from our intentional or deliberate misconduct.

We appreciate the opportunity to be of service to the City of Guyton, Georgia, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Caines, Hodges & Company, P.C.*

RESPONSE:

This letter correctly sets forth the understanding of the City of Guyton, Georgia

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Brett Bennett, Interim City Manager