

City of Guyton, Georgia
CITY COUNCIL MEETING
April 13, 2021 at 7:00 P.M.



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

AGENDA

- 1. Call to Order**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Consideration to Approve the Agenda**
- 5. Reports from Staff or Committees**
 - Police Department – Chief James Breletic
 - Fire Department – Clint Hodges
 - Public Works – EOM
 - Historical Commission – Pearl Boynes
 - Planning and Zoning – Lon Harden
- 6. Public Comments (will be limited to agenda items only)**
- 7. New Business**
 - a. Consideration to appoint Interim City Clerk
 - b. Consideration to approve resolution for new signatories for bank services
 - c. Consideration to engage Linda Rineair for clerking support services
 - d. Consideration to accept road deed for Holly Cove subdivision – Crystal Clark
 - e. Consideration to adopt Ordinance Number 2021-01 – Fence Ordinance

- f. Consideration to adopt Ordinance Number 2021-02 – An Ordinance to Amend the Zoning Ordinance of the City of Guyton, Georgia, As Amended; To Increase the Minimum Lot Area for the R-1 Zoning District from 10,000 Square Feet to 21,780 Square Feet; To Repeal All Ordinances in Conflict Herewith; To Provide for Severability; and to Provide an Effective Date
- g. Consideration to adopt Ordinance Number 2021-03 – An Ordinance to Amend the Subdivision Regulations of the City of Guyton, Georgia, As Amended to Provide for Increased Bonding Periods; To Provide for Severability; To Repeal All Ordinances in Conflict Herewith; and to Provide an Effective Date
- h. Consideration to nominate candidates for the Effingham County Hospital Authority
- i. Consideration to nominate alternate Planning and Zoning committee member
- j. Consideration to pause banking services transition until later date
- k. Consideration to approve resolution for appointing the prosecution attorney for the municipal court of Guyton
- l. Consideration to approve metal work for Highland Park Restoration project
- m. Consideration to approve GDOT request for traffic signal

8. General Government

- a. Dilmus Jackson CDBG Project – Councilwoman Pelote
- b. GEMA Generator Grant – Mike Eskew

9. Dates to Remember

- a. Wednesday, April 21, 2021 from 8:00 a.m. to 5:00 pm – Guyton City Council Retreat, New Ebenezer Retreat Center, 2887 Ebenezer Rd, Rincon, GA 31326
- b. Tuesday, April 27, 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
- c. Wednesday, April 28, 2021 from 1:00 p.m. to 6:00 p.m. – American Red Cross Blood Drive, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- d. Tuesday, May 4, 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

- 10. Consideration to move from the Regular Meeting into an Executive Session referencing Litigation and Personnel**
- 11. Consideration to take any action needed arising from Executive Session**
- 12. Public Comments (will be limited to Agenda Items only)**
- 13. Consideration to Adjourn this meeting**

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NO. 2021-01

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF GUYTON, GEORGIA, AS AMENDED TO PROVIDE FOR STANDARDS FOR FENCES AND WALLS; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE AN EFFECTIVE DATE.

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

SECTION 1. That the City of Guyton, Georgia Zoning Ordinance, as amended, be amended to add Section 718 – Fence and Wall Specifications, which is attached as Exhibit A hereto, incorporated herein by reference as if set forth verbatim herein, and becomes part of this Ordinance.

SECTION 2. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall become effective immediately upon the date of adoption by the City Council.

APPROVED AND ADOPTED this __ day of _____, 2021 by the duly elected governing authority of the City of Guyton, Georgia.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Approved as to form:

Jenna Tidwell, Interim City Clerk

Benjamin M. Perkins, Esq., City Attorney

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Mike Eskew, Interim City Manager

March 9, 2021
First Reading

Second Reading and Adopted

EXHIBIT A

- 1) *Permitting.* A permit shall be required to construct a fence or wall within the corporate boundaries of the City of Guyton. City Staff shall be responsible for issuing fence and wall permits. To receive a fence or wall permit, the proposed fence or wall shall conform to the provisions stated herein
- 2) *Visibility; Obstruction of public rights-of-way.* Fences, walls, gates, and vegetative materials used in association therewith shall not obstruct a public right-of-way, the minimum sight distance requirements which are specified in the City of Guyton Subdivision Regulations (Article 7), nor violate the Vision Clearance provisions of the Zoning Ordinance (Sec. 714).
- 3) *Maintenance of required landscape areas.* Landscape areas or strips required pursuant to this section shall be maintained in a well-manicured and visually attractive manner.
- 4) *General fencing standards.* The following standards shall apply to all fences and walls:
 - a. *Visible from public right-of-way.* In all zoning districts, wire fencing materials, except chain link fencing, shall not be constructed, installed, or maintained if the fence would be visible from a public right-of-way. This provision shall not preclude the use of chain link fencing as a security fence around stormwater facilities or recreational facilities.
 - b. *Fences along all property lines.* Walls and fences constructed along all property lines shall be constructed with a finished side toward the neighboring property.
 - c. *Minimum landscape requirements.* A minimum three-foot landscape strip shall be provided between a fence or wall and a public right-of-way.
 - d. *Height.* Except upon approval by City Council or otherwise provided in this Section or elsewhere in the Code of Ordinances of the City of Guyton, Georgia, fences and walls shall not exceed a height of eight feet from grade. (See the City of Guyton, Georgia Zoning Ordinance at Sections 607(F)(4); 610(B)(2); 612(B)(2); 702; 708(1); and 715(10)). Column and ornament heights are permitted to exceed the maximum fence/wall height by up to eighteen inches.
 - e. *Setback.* All fences and walls shall be set back a minimum of three feet from any public right-of-way.
- 5) *Residential fencing standards.* The following standards shall apply to all fences and walls constructed, installed, or maintained at all properties for which the use is primarily residential.
 - a. *Barbed wire.* Barbed wire shall not be permitted.
 - b. *Front yard specifications.* Fencing along front yards shall be as follows:
 - i. Fences shall consist of more than 35% open voids, as viewed on a horizontal plane.
 - ii. Fences shall not exceed a height of four feet from grade.

- c. *Side, corner, and rear yard specifications.* Fencing along side, corner, and rear yards shall be as follows:
 - i. Along sides and rear of a lot, fencing material can be of any type.
 - ii. Fences shall not exceed a height of six feet from grade.
 - iii. If a side, corner, or rear lot line borders a public right-of-way, subsection 5(b) shall apply.

- 6) *Variances.* Variances from the requirements of this section may be granted by City Council upon the filing of a proper application with the Planning and Zoning Commission and a payment of an application fee of \$50.00. A variance may be granted by the Planning and Zoning Commission only in the event that the circumstances listed in the City of Guyton, Georgia Zoning Ordinance, Section 1006, Subsections (A)(1) through (4), and Subsection A(6), exist.

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NO. 2021-02

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF GUYTON, GEORGIA, AS AMENDED; TO INCREASE THE MINIMUM LOT AREA FOR THE R-1 ZONING DISTRICT FROM 10,000 SQUARE FEET TO 21,780 SQUARE FEET; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE AN EFFECTIVE DATE.

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

SECTION 1. The text of Section 601(C)(1) of Zoning Ordinance of the City of Guyton, Georgia, as amended, is hereby deleted in its entirety and shall now read, "Minimum lot area: 21,780 square feet;"

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

SECTION 3. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance, or of the Zoning Ordinance of the City of Guyton, Georgia.

SECTION 4. This ordinance shall become effective upon the date of adoption.

SO ORDAINED AND RESOLVED, this ___ day of _____, 2021.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Approved as to form:

Jenna Tidwell, Interim City Clerk

Benjamin M. Perkins, Esq., City Attorney

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Mike Eskew, Interim City Manager

March 9, 2021
First Reading

Second Reading and Adopted

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NO. 2021-03

AN ORDINANCE TO AMEND THE SUBDIVISION REGULATIONS OF THE CITY OF GUYTON, GEORGIA, AS AMENDED TO PROVIDE FOR INCREASED BONDING PERIODS; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE AN EFFECTIVE DATE.

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

SECTION 1. The fifth paragraph of Section 4.2.4(b)(i) of the City of Guyton, Georgia Subdivision Regulations is hereby amended to now provide as follows:

All required improvements must be completed before the approval of the final plat. The maintenance bond, letter of credit (LOC), escrow account, or certified check will be held by the City for a period of not less than ~~12-24~~ months after final plat approval to assure the maintenance of the subdivision development. At the end of the ~~12-24~~ months, the developer shall request an inspection, and if no faults or failures have developed, the City Council shall release the bond, LOC, escrow, or check. Maintenance bonds, LOCs, escrows, or checks shall remain in force until released by the City Council after due inspection of said improvements and shall not automatically expire at the end of ~~12-24~~ months from the date of final plat approval.

SECTION 2. Section 6.4(a) of the City of Guyton Subdivision Regulations is hereby amended to now provide as follows:

In order to assure the maintenance of required improvements and installations after the approval of a final plat, the City Council may accept a commitment of the subdivider to maintain said improvements, for a time specified by the Planning and Zoning Commission, or security in the form of an irrevocable letter of credit, maintenance bond, escrow account, or certified check, in an amount established by the Planning and Zoning Commission as sufficient to pay all costs of maintaining said improvements and for a time established by the Planning and Zoning Commission, which shall be at least 24 months.

SECTION 3. Section 6.5.2(1) of the City of Guyton Subdivision Regulations is hereby amended to now provide as follows:

Any street constructed after the date of this ordinance must be constructed to City standards. The subdivider may request the dedication of new streets after such roads or streets have been utilized for a period of one year or more after the date of the approval of the final plat by the City Council. The City Council may accept a road or street prior to this date if a performance bond or letter of credit is posted for ~~one year~~24 months to ensure the condition of the street in the amount of 150 percent of the cost of the street. The City Council may also request a letter of credit or performance bond upon acceptance of the street if deemed necessary based on the condition of the street.

SECTION 4. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

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

SECTION 6. This Ordinance shall become effective immediately upon the date of adoption by the City Council.

APPROVED AND ADOPTED this __ day of _____, 2021 by the duly elected governing authority of the City of Guyton, Georgia.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Approved as to form:

Jenna Tidwell, Interim City Clerk

Benjamin M. Perkins, Esq., City Attorney

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Mike Eskew, Interim City Manager

March 9, 2021
First Reading

Second Reading and Adopted

Samuel J. DeRocco IV

307 Leyland Road
Statesboro, Ga. 30458

Phone: (321) 368-2334
E-mail: sam@statesborolaw.com

BAR ADMISSIONS

Georgia

EXPERIENCE

The Mock Law Firm, Associate Attorney June 2019 – Ongoing
Law practice focused primarily on litigation-based areas, including criminal defense, family, and personal injury. Concurrently with private practice, works as an Associate Special Assistant Attorney General by representing various child welfare agencies in dependency cases, child support cases, and child welfare appeals. Also works as acting public defender for the Sylvania Municipal Court.

The Ogeechee Judicial Circuit, Staff Attorney October 2017 – June 2019
Drafted memorandums, proposed orders, child support worksheets, and templates; reviewed *pro se* filings, habeas cases, adoptions, and various motions; researched issues including proving claims of intentional interference with contractual relationships and undue influence; supported the establishment of electronic filing throughout the Circuit; and worked on cases ranging from criminal felonies to construction litigation.

The State Court of Houston County, Law Clerk April 2016 - May 2017
Drafted memorandums and proposed orders; researched issues in preparation for hearings and trials; maintained the civil docket and eliminated previous backlog; worked on cases ranging from criminal misdemeanors to products liability for failure to warn of possible drug side-effects.

The Law Offices of Emmett L. Goodman Jr., Law Clerk April 2015 - April 2016
Drafted complaints, discovery requests, various motions, and office memoranda to assist the attorneys in ongoing litigation; researched issues involving state and federal civil procedure, debt collection, bankruptcy, domestic relations, and social security disability

Orange County Teen Court, Program Coordinator August 2012 - May 2013
Rehabilitated and mentored troubled youth; explained courtroom procedures to guests; assisted with drug testing and other compliance problems; and educated parents on support programs and community service opportunities

Vieira Law Library, Intern August 2011 - January 2012
Updated case volumes, drafted and edited court forms, and assisted guests with utilizing available resources

EDUCATION

Mercer University, Walter F. George School of Law Macon, GA
Juris Doctor May 2017
GPA: 85.914
Honors: Merit Based Scholarship; Dean's List
Activities: Health Law Society, Federalist Society, and ABA's Young Lawyers Division

University of Central Florida Orlando, FL
Bachelor of Science, Legal Studies, magna cum laude May 2014
GPA: 3.83
Dual Specializations: "Litigation and Trial Advocacy" and "Transactional Law"
Honors: Dean's List and President's List every semester
Activities: Phi Alpha Delta Honors Society, Mock Trial, and South-Atlantic Regional Moot Court Competition

Brevard Community College Melbourne, FL
Associate of Arts, emphasizing Paralegal Studies, cum laude May 2012
GPA: 3.77
Honors: Dean's List and President's List every semester
Activities: Phi Theta Kappa Honors Society, Brevard Paralegal Association

**CITY OF GUYTON
STATE OF GEORGIA**

Resolution # 2021-02

A RESOLUTION APPOINTING SAMUEL J. DEROCCO IV AS THE PROSECUTING ATTORNEY FOR THE MUNICIPAL COURT OF THE CITY OF GUYTON, GEORGIA, PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED, SECTION 15-18-91(b), AND SECTION 3.12 OF THE CHARTER OF THE CITY OF GUYTON; ACCEPTING THE RESIGNATION OF THE PRIOR PROSECUTING ATTORNEY IN SUCH COURT; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Guyton, Georgia appoints the Prosecuting Attorney of the Municipal Court of the City of Guyton, Georgia; and

WHEREAS, the current Prosecuting Attorney, Duff B. Ayers, notified the City of his resignation to be effective on or before April 30, 2021; and

WHEREAS, pursuant to O.C.G.A. § 15-18-91(a), the governing authority of the City is authorized to create the office of Prosecuting Attorney of the Municipal Court of the City of Guyton by resolution.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED ON APRIL 13, 2021 AND PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:

SECTION 1: The City Attorney, under Section 3.12 of the Charter of the City may act as the “prosecuting officer” of the Municipal Court of the City of Guyton, Georgia.

SECTION 2: The governing authority of the City is authorized to appoint the Prosecuting Attorney for the Municipal Court for the City of Guyton, Georgia, or assistant Prosecuting Attorney, as might be required from time to time.

SECTION 3: The governing authority of the City hereby accepts the resignation of Duff B. Ayers as Prosecuting Attorney of the Municipal Court of the City of Guyton.

SECTION 4: The governing authority of the City hereby appoints Samuel J. DeRocco IV as the Prosecuting Attorney for the Municipal Court of Guyton.

SECTION 5: The governing authority of the City hereby ratifies and confirms the office of Prosecuting Attorney of the Municipal Court of the City of Guyton, Georgia.

SECTION 6: All actions that have been taken by the persons acting in the positions of the Office of the Prosecuting Attorney for the Municipal Court of the City of Guyton to date as authorized by the Mayor and City Council are hereby ratified.

SECTION 7: Within thirty (30) days of the effective date of this Resolution, the Municipal Court Clerk shall notify the Prosecuting Attorneys' Council of the State of Georgia of this appointment as required under Georgia law and give any and all other notices as are appropriate under the circumstances.

SECTION 8: This Resolution shall become effective immediately upon its adoption.

SO RESOLVED, this 13th day of April, 2021.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Jenna Tidwell, Interim City Clerk

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Mike Eskew, Interim City Manager

Lancaster Metalworks, Inc.
 Custom Fabrication* Welding* Powder Coating
 117 West Central Avenue
 Guyton, Georgia 31312
 Office: 912-519-0537
 Cell: 912-660-9091
 keith@lancastermetalworks.com

Estimate

DATE	ESTIMATE...
3.30.2021	001001

NAME / ADDRESS
Russ Deen City of Guyton



DESCRIPTION	QTY	COST	TOTAL
Furnish Labor and material to repair slide for Highland Park		-	\$85.00
Furnish Labor and material to Sand Blast and Powder Coat slide for Highland Park.	1	-	\$490.00
Furnish Labor to remove concrete from both ends of slide for Highland Park.		-	\$560.00
Furnish Labor and material to fabricate Grill Grate for Highland Park.	2	\$102.50	\$205.00
		TOTAL	\$0.00



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

RECEIVED APR 05 2021

March 30, 2021

Mayor Russ Deen
City of Guyton
PO Box 99
Guyton, GA 31312

Request for Traffic Signal Application
SR 119 at Church St. RRFB

Dear Honorable Deen,

Enclosed, please find a permit application for a Rectangular Rapid Flashing Beacon (RRFB) for the above mention location. The Department is conducting a Traffic Engineering Study to determine if a Rectangular Rapid Flashing Beacon (RRFB) is warranted for this location. The enclosed Traffic Signal Application will need to be signed by the City so the Department can complete the review for this location. If location meets warrants and is approved the Department will installed and the City of would be responsible for maintaining/operating this RRFB. Please have the proper authorities execute this document and return to this office at P.O. 610, Jesup GA 31598.

If you have any questions or comments please contact Andy Westberry of this office at (912) 530-4466 or by mail at P.O. Box 610 Jesup, GA 31598.

Yours Very Truly,

For: Robert T. McCall.
District Engineer

A handwritten signature in black ink, appearing to read 'Cynthia Y. Phillips', is written over a faint, illegible printed name.

By: Cynthia Y. Phillips
District Traffic Manager

Enclosure:

cc: Binyam Araya, Area Engineer, Statesboro
Traffic Ops Files

Distribution:
White - Applicant
Yellow - State Traffic Engineer
Pink - District Traffic Engineer

Do Not Write In This Space
Application No. _____
Permit No. _____

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

REQUEST FOR TRAFFIC SIGNAL

To the Georgia Department of Transportation:

The City of Guyton in Effingham County hereby request approval for the use of a traffic signal at the location described below:

LOCATION

Local Street names: Springfield Ave. at Church St.

State Route Numbers: SR 119 at N/A

TYPE SIGNAL

Stop and Go Flashing Beacon School Beacon Other

CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

COST OF OPERATION

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the cost for the purchase, installation and maintenance of the signal if approved.

INSPECTION AND APPROVAL

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

RIGHT TO REVOKE

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

This the _____ day of _____ 20__

Attest:

By: _____

Title: _____

Clerk

CITY OF GUYTON
DECOMMISSIONED INVENTORY
ELECTRONIC (6)

April 5, 2021

- 1 Plastic container of old fire nozzle attachments
- Maintained at the city fire station.

- Total Value: \$0.00

- 1 wooden framed training window
- Maintained at the city fire station.

- Total Value: \$0.00

- 1 Large Vehicle Battery Charger
- Maintained at the city fire station.

- Total Value: \$0.00

- 1 Box of misc. metal
- Maintained at the city fire station.

- Total Value: \$0.00

- 10 Five gallon buckets of trash, cat litter, etc.
- Maintained at the city fire station.

- Total Value: \$0.00

Items placed in Secure Room

- 19 misc. sized fire extinguishers
- Maintained at the city fire station.

CITY OF GUYTON
DECOMMISSIONED INVENTORY
ELECTRONIC (6)

- Total Value: \$0.00

- 20 Scott brand SCBA bottles
- Maintained at the city fire station.

- Total Value: \$0.00

- 2 SurvivAir brand SCBA packs w/ box
- Maintained at the city fire station.

- Total Value: \$0.00

- 1 Large roll of paper insulation
- Maintained at the city fire station.

- Total Value: \$0.00

- 1 Large roll of unknown fabric
- Maintained at the city fire station.

- Total Value: \$0.00

- 1 box of misc. Parts / wheels
- Maintained at the city fire station.

- Total Value: \$0.00

- 1 - 2 ton floor jack
- Maintained at the city fire station.

- Total Value: \$0.00

2022 DE 20/23



WORK AUTHORIZATION

1039 Sullivan Road, Suite 200, Newnan, GA 30265
 (p) 678.552.2106 (f) 678.552.2107

To: c/o Wesley Parker, PE
Company: City of Guyton
Address: 310 Central Boulevard
 Guyton, Georgia 31312

Date: April 13, 2021
From: L.H. (Dan) Davis, Jr, PE
Copy to:

Project: Evaluation of report by Peoples and Quigly

Background Information:

It is our understanding that an area in which spray fields for a land application system for the City of Guyton were constructed has recently been designated as an AE Flood Zone through the LOMA process with FEMA.

Scope of Work:

The City wishes to have a study that was performed by Peoples and Quigley, used in the LOMA process with FEMA, evaluated in order to confirm the modeling results and confirm flood plain limits. ISE will visit to the spray field site, evaluate survey information that is available, evaluate modeling parameters and methodology in the Peoples and Quigley study, and review submittals and correspondence that is available with FEMA. This review effort is cursory in nature, and intended as a means of providing further recommendations of engineering analysis if warranted. A brief memorandum report will be provided as the deliverable.

Schedule:

ISE can complete an evaluation and provide a brief memorandum report within 4-5 weeks of receiving a signed Work Authorization.

Fee Estimate:

Task No.	Task Name	Contract Amount	Billing Type
1	Review of Existing Peoples and Quigley Report	\$2,500.00	
	TOTAL	\$2,500.00	

All work will be performed in accordance with the attached Terms and Conditions. The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with

WORK AUTHORIZATION

the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

Authorization:

Authorized by: _____ Title: _____

Print Name: _____ Date: _____

Terms and Conditions Included

WORK AUTHORIZATION

TERMS AND CONDITIONS

Integrated Science & Engineering, Inc. (ISE) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated ISE will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently ISE is denied or delayed in performing their services, the associated cost may be viewed as a reimbursable expense.

Billings/Payment: Invoices for ISE's services shall be submitted, at ISE's option, either upon completion of such services or on a monthly basis (unless noted otherwise) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, ISE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of ISE. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including attorney's fees.

Reimbursable Expenses: Any expenses that are required beyond those identified under professional services will be billed at a multiple of 1.15 times the cost incurred.

Additional Services: Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at ISE's cost incurred or normal prevailing rate. ISE will only perform additional services when authorized in writing by the Client.

Indemnification: The Client shall indemnify and hold harmless ISE and all of its personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of the Client, anyone directly employed by the Client (except ISE), or anyone for whose acts any of them may be liable.

ISE shall indemnify and hold harmless Client and all of Client's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of ISE, anyone directly employed by ISE, or anyone for whose acts any of them may be liable.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and ISE, the risks have been allocated such that ISE and the Client agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this Agreement, whichever is less. Such causes include, but are not limited to, ISE's or Client's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated by written notice by either the Client or ISE should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ISE for

all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents: All documents produced by ISE under this agreement shall remain the property of ISE and may not be used by the Client for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Client's and Recipient's sole risk and without liability to ISE. Client further agrees that documents produced by ISE pursuant to this agreement will not be used at any location or for any project not expressly provided for in this agreement without ISE's written approval.

Discovery of Unanticipated Hazardous Materials: Hazardous materials may exist where there is no reason to believe they could or should be present. The client acknowledges that ISE's scope of services for this project does not include any services related to hazardous wastes. ISE and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ISE and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for ISE to take immediate measures to protect human health and safety, and/or the environment. ISE agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages ISE to take any and all measures that in ISE professional opinion are justified to preserve and protect the health and safety of ISE personnel and the public, and/or the environment, and the Client agrees to compensate ISE for the additional cost of such work.

Site Operations: ISE field personnel will avoid hazards or utilities which are visible to them at the site. If ISE is advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, ISE will give special instructions to their field personnel. ISE will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The Client recognizes that ISE's research may not identify all subsurface utility lines and man-made objects, and that the information upon which ISE relies may contain errors or may not be complete. ISE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost of demolition. Where the detailed investigation of such a condition is not authorized, ISE shall not be responsible for the condition of the existing structure. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services. The Client is fully responsible for and assumes all risks associated with such conditions.

Construction Activities: Unless specifically stated otherwise, the Client and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

Integration: This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Governing Law: Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.

WORK AUTHORIZATION

UNIT RATES – 2021 BILLING RATES

Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$ 215.00
Principal	\$ 195.00
Sr. Project Manager	\$ 170.00
Project Manager	\$ 160.00
Project Engineer III	\$ 150.00
Project Engineer II	\$ 140.00
Project Engineer I	\$ 130.00
Engineer II	\$ 115.00
Engineer I	\$ 105.00
Sr. Environmental Scientist	\$ 145.00
Environmental Scientist	\$ 115.00
Sr. Professional Land Surveyor	\$ 140.00
Survey Crew (2-person)	\$ 145.00
Survey Crew (1-person)	\$ 120.00
Planner	\$ 95.00
Technician III	\$ 115.00
Technician II	\$ 95.00
Technician I	\$ 85.00
Administrative	\$ 65.00
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%