



City of Guyton

Working Together To Make A Difference

Tuesday 04/14/2020

City Council Meeting

Due to Social Distancing Guidelines this meeting will be held via teleconference

Dial-in number (US): (623) 404-9000

Meeting ID: 148 597 4820

City of Guyton, Georgia
CITY COUNCIL MEETING
VIA TELECONFERENCE
April 14, 2020 at 7:00 p.m.



AGENDA

Dial – in Number: (623) 404-9000

Meeting ID: 148 597 4820

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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 the Agenda**
 6. **Consideration to approve Minutes of Meetings**
 - a. March 10, 2020 City Council Meeting at 7:00 p.m.
 - b. March 26, 2020 Special Called Meeting at 10:00 a.m.
 7. **Agenda Request(s)**
 - a. Ron Webb, President of the Whitesville HOA is requesting a special limit reduction from 25 mph to 15 mph in Old Whitesville Plantation Subdivision
- ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY**
8. **New Business**
 - a. Consideration to adopt Ordinance 2020-03 regarding City of Ethics for the City of Guyton
 - b. Consideration to authorize the City Manager to take the steps necessary to waive the online payment fees for customers paying utility bills online
 - c. Consideration to approve an intergovernmental agreement regarding the TSPLOST referendum
 - d. Consideration to approve a contract with EOM Operations for operations of the City of Guyton's water and sewer system
 - e. Consideration to surplus various items from the police department
 - f. Consideration to nominate three prospective candidates for the Effingham Hospital Authority representative for the City of Guyton

g. Consideration to approve a subdivision – Summer Place Phase III

9. Reports from Staff or Committees

Police Department – Chief James Breletic

Public Works – Jacob Ford

Fire Department- Chief Clint Hodges

Mayor Deen to announce the City of Guyton's new Website

10. Dates to Remember

CANCELED - May 2, 2020 – Sale on the Trail

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

12. Consideration to move from the Executive Session back into the Regular Meeting

13. Consideration to Adjourn this meeting



City of Guyton
City Council Meeting
March 10, 2020 – 7:00 p.m.

MINUTES OF MEETING

Call to Order

The March 10, 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 and City Clerk Tina Chadwick were present.

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

Moment of Repose for Those Who Practice Some Other Faith

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

Invocation

Pastor Lon Harden of Macedonia Baptist Church gave the invocation.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Deen.

Consideration to approve the amended Agenda

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

Consideration to approve Minutes of Meetings

Pelote made a motion to approve the minutes from the February 11, 2020 City Council Meeting held at 7:00 p.m., February 21, 2020 Workshop held at 9:00 a.m., and the March 3, 2020 Special Called Meeting at 7:00 p.m. Reiser seconded the motion. **Motion passed unanimously.**

Agenda Request

Travis Bazemore – EMC Engineering Services, Inc. – Request for water and sewer service for a proposed subdivision to be located off 4th Street Extension

Mr. Bazemore presented that this is a very preliminary sketch and that they have done a concept plan and they are just requesting water and sewer service from the City. They will annex into the City. Bennett stated that they are in a due diligence period. Mayor Deen would like any property that is receiving City water and sewer be annexed into the City. Mayor Deen stated that the City is excited about this proposition. Bazemore stated that this layout has 32 Lots.

Travis Bazemore – EMC Engineering Services, Inc. – Request for water service for six (6) proposed lots on Archer Road

Mr. Bazemore presented that this is his Grandma's property and that this is a little personal for him. She has 6 acres and has an existing house on the lot and that there is development all up and down Archer Road. There will be 7 lots. There is water along Archer Road and he believes all of the lots starting past Archer Place, all along the road is City water and not sewer. They are just asking for City water in this case because that is what is available. Mayor Deen asked if they would be open to Annexation. Mr. Bazemore stated that he didn't think that it would be a problem. Mayor Deen does not see any issue with providing them water. He stated that we just need to have a discussion about how we are going to do it. Mr. Bazemore stated that he just needs clarification on what he will be required to do. Mayor Deen stated that they would take it under advisement.

ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY

NEW BUSINESS

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

Mayor Deen read for the record Ordinance 2020-01 to Amend the Official Zoning Map by rezoning 7-6 Central Blvd from present zoning classification of C-1 to proposed zoning classification of R-1

Johnson made a motion 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. Pelote seconded the motion. **Motion passed unanimously.**

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

Mayor Deen read for the record 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

Lee made a motion 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 R-1. Johnson seconded the motion. **Motion passed unanimously.**

Consideration to approve Scott Thompson of 4 Hidden Creek Drive approval for homes on 4 Hidden Creek Dr. Paul Cribbs is the home builder, 2.98 acres

Bennett stated that this has come through the Planning and Zoning Board Committee several times and that they have an approval letter from the Engineer. The Engineer verifies that the swale elevations are in general conformance to the latest grading and drainage plan per his letter in the Agenda packet. Mr. Cribbs approached the podium and asks if the 6 lots are to have sewer taps and running sewer to the property. Mr. Cribbs needs 5 sewer taps. Bennett stated that what was on the plans was for Cribbs to construct it and we inspect it and that Cribbs is building all the taps.

Reiser made a motion to approve Scott Thompson of 4 Hidden Creek Drive approval for homes on 4 Hidden Creek Dr. Paul Cribbs is the home builder, 2.98 acres. Johnson seconded the motion. **Motion passed unanimously.**

Consideration to approve the Child Advocacy Services Group (CASA) 8th Annual Superhero Run on Saturday, October 24, 2020

Lee made a motion to approve the Child Advocacy Services Group (CASA) 8th Annual Superhero Run on Saturday, October 24, 2020. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to approve Resolution Number R2020-01 RE: Ethics Pledge

Mayor Deen stated that we are reupping our city of ethics requirements which includes a number of things including this Resolution. Mayor Deen proceeds to read the Resolution for the record.

Johnson made a motion to approve Resolution Number R202-01 RE: Ethics Pledge. Pelote seconded the motion. **Motion passed unanimously.**

Introduction of an Ordinance regarding City of Ethics for the City of Guyton

Mayor Deen read the Ordinance for the record. Linsey Ronk approached the podium and asked if the ordinance required an Ethics Committee. Mayor Deen replied, yes.

Consideration to appoint the City Manager to approve adjustments to sewer accounts for water leaks with the appropriate documentation

Bennett stated that this would only apply to leaks where there has been a repair and we get documentation from a plumber or there has been some other clear evidence that there has been a leak this would only apply to adjustment on sewer charges for water leaks above and beyond their average usage.

Pelote made a motion to appoint the City Manager to approve adjustments to sewer accounts for water leaks with the appropriate documentation. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to approve to waive the online payment fees for customers paying utility bills online

Mayor Deen would like to table this. Bennett stated that he expected to have more information, before tonight, but he doesn't have it. Mayor Deen said that he will bring information to the public on this. He would like to make this an easier process for citizens, and we want to make this a cheaper process for citizens. This is one of the reasons that he doesn't use the online payment service. We are going to go back and get figures and see what it would cost the City on our end. Most businesses and including mine at the Pet Lodge eats the cost of credit card charges. It is the part of doing business at the same time we are going to research it further.

Reiser made a motion to table the approval to waive the online payment fees for customers paying utility bills online. Johnson seconded the motion. **Motion passed unanimously.**

Consideration to approve the LED Lighting Conversion agreement from Georgia Power for the Walking Trail on Simmons Street in Guyton

Bennett reached out to Georgia Power regarding our roundabout and we also discussed the walking trail around Simmons Street. This would cost the City no additional money. It would actually convert the existing lights to LED. It would also reduce the monthly cost due to the power savings. It will cost the City no additional money and will actually save money going forward. Delores Williamson came to the podium and stated that the light was out at 723 Central. Reiser informed the public that they could go online to the Georgia Power website and they are pretty quick in coming out and replacing those lights. Johnson asked if this includes our roundabout lights. Bennett stated it does not include roundabout lights. Mayor said that it will save the City money and it is being done on Georgia Power's end and it is not costing us anything to do it and the LED's will actually burn less energy making it a lower power bill.

Reiser made a motion to approve the LED Lighting Conversion agreement from Georgia Power for the Walking Trail on Simmons Street in Guyton. Pelote seconded the motion. **Motion passed unanimously.**

Consideration to approve the agreement from Resource & Land Consultants regarding Environmental Consulting Services for the +/- 169 Acre Riverside Drive Tract

Bennett stated that this a continuation from the report from last month. One of the requirements from EPD is that we submit a site analysis report for the initial spray field site. Where the wetlands are. This and the report that you approved last month are the two requirements. This is the additional work that they are asking us to do. This is as far as it has gone at this point. Mayor Deen stated that this is the next step in the spray fields at the new site.

Johnson made a motion to approve the agreement from Resource & Land Consultants regarding Environmental Consulting Services +/- 169 Acre Riverside Drive Tract. Lee seconded the motion. **Motion passed unanimously.**

Consideration to approve a proposal from Georgia Technologies for IT Support Services

Bennett stated that Georgia Technologies is a group that he has worked with for years. We are currently with Sophicity. This proposal is substantially cheaper and will save us about \$15,000 a year about \$800 a month as opposed to \$2,200 a month. This will provide us everything that we need in IT Support. Mayor Deen stated that they have two proposals from them. Mayor Deen recommends the simple rate - Option 2 unlimited IT and Support.

Linsey Ronk approached the podium and asked if we put it out for a bid. Mayor Deen stated that this is a very specialized service and there are limited people who offer what we need for a government. Mayor Deen stated that this does not have to go out for public bid. Attorney Smith stated this does not have to go out for a bid for specialized services. Mayor Deen stated that we did get multiple quotes and discuss this with multiple vendors in the area.

Johnson made a motion to approve a savings for the citizens of Guyton for the proposal of Option 2 from Georgia Technologies for IT Support Services. Pelote seconded the motion. **Motion passed unanimously.**

Consideration to authorize the Mayor to establish a new City Website

Mayor Deen stated that one of reasons that we did not continue with Sophicity is that he has had zero luck working with them to get access to the City's website. The City website has not been updated. Mayor Deen has offered his services and he has done a little bit of web development and there are amazing services online that are significantly cheaper than what we are paying and Sophicity quoted us a price \$530 a month to operate a website and everywhere else the lowest rate he found was \$375 to start and then it is a monthly maintenance fee of \$70. Mayor Deen stated that he wants to get the Minutes and Agendas regularly updated.

Reiser made a motion to authorize the Mayor to establish a new City Website. Johnson seconded the motion. **Motion passed unanimously.**

Consideration to approve an engagement with Caines Hodges for ongoing financial services

Bennett said as we discussed in the last meeting the situation that the City is in financially and we are behind on reconciliations and financial reports. Bennett has a proposal from Caines Hodges for that work and for a proposal for ongoing services beyond that. Bennett is attempting to set up the City of Guyton to not get in the position that you were in several months ago. So that you have a sustainable setup and that is potentially cheaper than hiring someone in house and do it. This is \$2,300 a month which is less than \$30,000. As you know Caines has done the City audit so if they get this work they will not be performing the audit and we will need to hire another auditing firm. Matthew Caines approached the podium and stated that a number of services that we would anticipate are just standard services. We would preparing a number of the schedules that we as your auditors would have looked at. This should save you a tremendous amount of fees as well. The City could be saving \$7,000 to \$9,000 in audit fees for the year as well. Reiser stated that he was involved in some of these meetings as well and he thinks it is a great idea to hire our former auditors to help us get things moving in the right direction. Caines stated that they will start the second half of this month.

Reiser made a motion to approve an engagement with Caines Hodges for ongoing financial services. Johnson seconded the motion. **Motion passed unanimously.**

Consideration of establishing a committee for the purposes of establishing a project list for the upcoming T-SPLOST referendum

Mayor Deen stated that we will be voting on T-SPLOST this year in November. Part of that is presenting a list of projects for Guyton specifically. We would like to establish a committee for the purposes of establishing a project list for the upcoming T-SPLOST referendum. Bennett stated that this Agreement needs to get approved sooner than later. Pelote will run point on this. Johnson would like to serve on the Committee. Deen stated that it needs to be projects that are transportation based. Linsey Ronk came to the podium and stated that she would like Central Avenue to be put on the list. Bennett replied that has already been proposed by one of the members here.

Reiser made a motion to approve establishing a committee for the purposes of establishing a project list for the upcoming T-SPLOST referendum. Lee seconded the motion. **Motion passed unanimously.**

Consideration of Nominations to the Planning and Zoning Board to serve as Alternatives

Bennett stated that this is on here because they are requesting alternates. Bennett believes the Planning and Zoning Board is filled but they need some alternates just in case others are not able to attend. I know we may not be prepared tonight. This can be considered at a future meeting. Bennett states that if any members of the public are interested in serving they can reach out to us. Reiser stated that he has served on that Board and they usually have one alternate. Mayor states no alternates at the moment. No motions.

GENERAL GOVERNMENT

Discussion of the Adopt a Road Program for Guyton

Bennett and Lee were discussing about how people wanted to keep the roads clean and to put it on the Agenda for Council to discuss. Mayor Deen thinks it is a great idea. Bennett doesn't think there is a formal process other than recognition by Council. Lee stated that Samuel Small Funeral Home will take Samuel Small all the way down to Magnolia Street. Lee said that he is going to ask his church to take Samuel Small all the way to Cherry Street. Lee said just pick trash up on the street. Bennett will look into this and reach out to a couple other cities to see if there is anything formal that we need to do.

Discussion of Monthly Workshops

Mayor Deen presented that he, Hursula and Marshall just got back from GMA training for newly elected officials. The one idea that they thought that we needed are monthly workshops. The end of each month, we are going to set up a workshop here at City Hall more than likely and we want the public to come. It will be an open meeting. We will have an Agenda. Resier stated the benefit of it is that you get more involvement from the community which is a good thing. Constructive criticism and constructive comments, but it also has the impact of making these meetings more productive because you are responding to what you have already heard. It will make this meeting more efficient and it gives the community another opportunity to speak and to get to discuss these issues that we are acting on.

Reports from Staff or Committees

Diane Hicklin approached the podium and stated that she had some flooding in her yard and her house. Mr. Lee and Mr. Ford and she is not sure who else, but that they dug the drainage ditch. She just wanted to thank you guys so very much for coming and doing that for them.

Police Department – Chief James Breletic – Chief Breletic does not have a formal report to give as he is still in the transition period. You will have a report next month.

Public Works – Jacob Ford - Mayor Deen reported that Jacob Ford is not here tonight, but we have a report from public works. Bennett stated that Jacob has had a few late nights this week with a few water leaks and was out until 11:00 p.m. a couple of nights and he was falling asleep talking to him today and I encouraged him to go home and get some rest and that I would pass out these reports to you guys. Mayor Deen stated that praise in private is important, but praise in public is even more so and he was hoping he would be here as we had citizens coming out in droves to tell me that they didn't have water and we couldn't find him until we did and he was in a hole in the rain in the ditch trying to get a water line repaired and could not get to his phone and he and Brantley one of our newest public works department employee and they both deserve your praise and if you see them, thank them as they are assets to the City.

Fire Department - Chief Clint Hodges – Chief Hodges presented that they had 296 calls county wide – within the City average numbers. No major wrecks.

Dates to Remember

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

Mrs. Seabrooks approached the podium and presented that there will be Parent University at Effingham Middle School on April 25th. That this will be the last Parent University. She also stated that the Easter Egg Hunt will be on April 13th from 4 pm to 6 pm.

April 25, 2020 – Sale on the Trail

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

Johnson made a motion at approximately 8:02 p.m. to move from the regular meeting into an Executive Session referencing Personnel and Litigation. Pelote seconded the motion, **Motion passed unanimously.**

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

Reiser made a motion at approximately 8:17 p.m. to move from the Executive Session back into the Regular Meeting. Johnson seconded the motion. **Motion passed unanimously.**

Mayor Deen presented that City Attorney Ray Smith would not be representing the City of Guyton any longer. Jessica Szilagyi inquired as to how the City Attorney left. Mayor Deen stated that he just left. The members of the City Council agreed.

Adjournment

Johnson made a motion at approximately 8:22 p.m. to adjourn this meeting. Lee seconded the motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk



City of Guyton
Special Called City Council Meeting
Via Teleconference
March 26, 2020 – 10:00 a.m.

MINUTES OF MEETING

Call to Order

The March 26, 2020 City of Guyton Special Called City Council Meeting was called to order by Mayor Russ Deen at approximately 10:00 a.m. Mayor Russ Deen held a roll call vote, Mayor Pro Tem Michael Johnson, Sr., and Council Member Hursula Pelote all said Aye that they were present at this meeting via teleconference.

Others Present - Interim City Manager Brett Bennett, Interim City Attorney Ben Perkins and City Clerk Tina Chadwick were present.

Consideration to approve the Agenda

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

ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY

NEW BUSINESS

Consideration to approve an Ordinance declaring a state of emergency because of COVID-19 and taking immediate emergency measures

Mayor Deen proceeded to summarize the Ordinance by Section.

Ms. Seabrooks addressed a concern that employees at Ken's IGA were not wearing gloves. Mayor Deen responded that he would speak to the owner regarding this. She also stated that people (children) were playing basketball at the park. Dr. Goldwire asked when the Ordinance would go into effect? Mayor Deen responded immediately and that this Ordinance is tailored to meet the needs of the City of Guyton. Andy Harville inquired as to who was going to enforce the Ordinance. Mayor Deen stated that he is asking citizens to comply. Mayor Pro Tem Johnson stated that some stores had door monitors counting the number of people allowed in the store at one time. Interim City Manager Brett Bennett said that if anyone is concerned about non-compliance, they could call police dispatch or 911 if it is an emergency. Dr. Goldwire wanted to make sure that Pastors could have a copy of the Ordinance and Mayor Deen stated that the Ordinance will be circulated on social media and online. Jeff Lariscy said thank you to the Mayor and Council for all that they are doing. Dr. Goldwire wanted to know if there was a plan to broadcast an announcement of this Declaration. WJCL stated that they would publicize it and Interim City Manager Brett Bennett said that we will distribute to all media outlets. Mayor Deen reported that this meeting was being

recorded and that he would publish it and post it on Facebook. Dr. Goldwire thanked the Mayor for doing this. Lucy Powell thinks that the Mayor and City Council are doing a wonderful job.

Johnson made a motion to approve an Ordinance declaring a state of emergency because of COVID-19 and taking immediate emergency measures. Pelote seconded the motion. **Motion passed unanimously. Roll Call Vote: Pelote – Aye, Lee – Aye, Johnson – Aye, Deen – Aye, Reiser – Not Present**

Adjournment

Johnson made a motion at approximately 10:30 a.m. to adjourn this meeting. Pelote seconded the motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk

City of Guyton, Georgia

Established 1887

Working Together to Make a Difference

GUYTON CITY COUNCIL AGENDA REQUEST

Date of Request: 3-12-20 Council Meeting Date: 4-14-20

Name of Person Making Request: Ron Webb pres Whitesville HOA

Address: 3 N Camellia Ct GUYTON GA 31312

Phone Number: 912-657-4403 Email: ronwebb753@gmail.com

Explanation of Request with attached supporting documentation, if any:

requesting a speed limit reduction from 25 mph
to 15 mph in old Whitesville plantation subdivision

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

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NO. 2020-03

CODE OF ETHICS ORDINANCE FOR CITY OFFICIALS, TO AMEND IN ITS ENTIRETY THE CODE OF ETHICS ORDINANCE FOR CITY OFFICIALS PASSED ON MAY 9, 2000, CITY OF GUYTON, GEORGIA; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

WHEREAS, the duly elected governing authority of the City of Guyton, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS, such measures are necessary to provide the public with confidence in the integrity of its government.

NOW THEREFORE it is the policy of the city that its officials, employees, appointees, and volunteers conducting official city business:

- Serve others and not themselves;
- Be independent, impartial and responsible;
- Use resources with efficiency and economy;
- Treat all people fairly;
- Use the power of their position for the wellbeing of their constituents; and
- Create an environment of honesty, openness and integrity.

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED:

Section 1.

The Code of Ethics for City Officials Ordinance passed on May 9, 2000 is hereby amended in its entirety, and now shall read as follows:

PURPOSE

The purpose of this code of ethics is to:

- (a) Encourage high ethical standards in official conduct by city officials;
- (b) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;
- (c) Require disclosure by such officials of private financial or other interest in matters affecting the city; and
- (d) Serve as a basis for disciplining those who refuse to abide by its terms.

SCOPE

The provisions of this code of ethics shall be applicable to all elected or appointed city officials.

Notwithstanding anything herein to the contrary, state law and the charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the charter.

DEFINITIONS

Solely for the purpose of this code of ethics:

- (a) *City official* or *official*, unless otherwise expressly defined does not include city employees but does mean the mayor, members of the city council, municipal court judges (including substitute judges), city manager, city clerk, city attorney, and all other persons holding positions designated by the city charter, as amended. The term “city official” also includes all individuals, including city employees appointed by the mayor and/or city council as appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.
- (b) *Decision* means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.
- (c) *Employee* means any person who is a full-time or part-time employee of the city.
- (d) *Immediate family* means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.
- (e) *Incidental interest* means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.
- (f) *Remote interest* means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a

comprehensive zoning ordinance or similar matter is deemed remote to the extent that the official would be affected in common with the general public.

- (g) *Substantial interest* means an interest, either directly or through a member of the immediate family, in another person or entity, where:
- (1) The interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or
 - (2) The funds received by the person from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less;
 - (3) The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or
 - (4) The person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

PROHIBITIONS

- (a) No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.
- (b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, shall fail to disclose for the record such interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable.
- (c) No city official shall act as an agent or attorney for another in any matter before the city council or other city body.
- (d) No city official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.
- (e) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law.
 - (i) This prohibition shall not be applicable to the professional activities of the city attorney in his or her work as an independent contractor and legal advisor on behalf of the city.

- (ii) This prohibition shall not be applicable to an otherwise valid employment contract between the city and a city official who is not elected (such as, by way of example, a city manager, city administrator, or chief of police).
- (iii) Any official who has a proprietary in an agency doing business with the city shall make that interest known in writing to the city council and the city clerk.
- (f) All public funds shall be used for the general welfare of the people and not for personal economic gain.
- (g) Public property shall be disposed of in accordance with state law.
- (h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.
- (i) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself/herself and take and take no further action on matters regarding the potential future employer.
- (j) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.
- (k) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which is the general practice to grant or make available to the public at large.
- (l) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
- (m) A city official shall not use his or her position in any way to coerce or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.
- (n) A city official shall not order any goods and services for the city without prior official authorization for such an expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.
- (o) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city, therefore.

- (p) No city official shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of Guyton nor shall any city official engage in ex parte communication with a municipal court judge of the City of Guyton on any matter pending before the Municipal Court of the City of Guyton.

CONFLICT OF INTEREST

- (a) A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.
- (b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.
- (c) Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

BOARD OF ETHICS

- (a) The Board of Ethics of the City shall consist of three (3) residents of the City, one appointed by the mayor, one appointed by the city council, and the third appointed by the mayor and approved by a majority of the city council.
- (b) All members of the Board of Ethics shall be residents of the city for at least one (1) year immediately preceding the date of taking office and shall remain a resident while serving on the Board.
- (c) All members of the Board of Ethics shall serve a two-year term.
- (d) No person shall serve as a member of the Board of Ethics if the person has or has had within the preceding one (1) year period, any interest in any contract or contracting opportunity with the city or has been employed by the City.
- (e) Members of the Board of Ethics with any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official charged in the complaint shall be disqualified from serving on the Board of Ethics for that complaint. An alternate member of the Board of Ethics shall be selected in the same manner as the disqualified individual.
- (f) The members of the Board of Ethics shall serve without compensation. The city council shall provide meeting space for the Board of Ethics and, subject to budgetary procedures and requirements of the City, such supplies and equipment as may be reasonably necessary for the Board to perform its duties and responsibilities.

- (g) No person shall serve on the Board of Ethics who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
- (h) No person shall serve on the Board of Ethics who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the Board of Ethics, or who is not qualified to be a registered voter in the City of Guyon.
- (i) Upon appointment, members of the Board of Ethics shall sign an affidavit attesting to their qualification to serve as a member of the Board of Ethics.
- (j) Members of the Board of Ethics may be removed by majority vote of the city governing authority for cause including, but not limited to, failure to maintain any requirement for qualification to serve on the Board of Ethics.

RECEIPT OF COMPLAINTS

- (a) All complaints against city officials shall be filed with the city clerk, who will give it to the Mayor and Council. The mayor and Council may require that oral complaints, and complaints illegibly or informally drawn, be reduced to a memorandum of complaint in such form as may be prescribed by the city council. Upon receipt of a complaint in proper form, the city clerk or the clerk's designee shall forward a copy of the complaint to the city official or officials charged in the complaint within no more than seven (7) calendar days.
- (b) All complaints shall be submitted and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this ordinance.
- (c) Upon receipt of a complaint in proper form, the Board shall review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the City Council. The Board of Ethics is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the City Council; provided, however, that a rejection of such complaint by the Board of Ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. For complaints that are not dismissed, the Board of Ethics is empowered to collect evidence and information concerning any complaint and add the findings and results of its investigations to the file containing such complaint.
- (d) Upon completion of its investigation of a complaint, the Board of Ethics is empowered to dismiss in writing those complaints which it determines are unjustified, frivolous, patently unfounded or which fail to state facts sufficient to invoke the disciplinary jurisdiction of the City Council; provided, however, that a rejection of such complaint by the Board of

Ethics shall not deprive the complaining party of any action such party might otherwise have at law or inequity against the city official.

- (e) The Board of Ethics is empowered to conduct investigations, to take evidence, and to hold hearings to address the subject matter of a complaint.
- (f) The Board of Ethics is empowered to adopt forms for formal complaints, notices, and any other necessary or desirable documents within its jurisdiction where the city council has not prescribed such forms.
- (g) Findings of the Board of Ethics shall be submitted to the City Council for action.

SERVICE OF COMPLAINT

The city clerk or Board of Ethics as appointed herein set forth shall cause the complaint to be served on the city official charged as soon as practicable but in no event later than seven (7) calendar days after receipt of a proper, verified complaint. Service may be personal service, by certified mail, return receipt requested or by statutory overnight delivery. A hearing shall be held within sixty (60) calendar days after filing of the complaint. The Board of Ethics shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses. The decision of the Board of Ethics shall be rendered to the Mayor and Council within seven (7) calendar days after completion of the final hearing. At any hearing held by the Board of Ethics, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven (7) calendar days before the first hearing, to be represented by counsel, to hear and examine the evidence and witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall have the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any of time deadlines in this section of the ordinance shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the Board of Ethics or the city council to act upon any complaint.

RIGHT TO APPEAL

- (a) Any city official or complainant adversely affected by the findings or recommendations of the Board of Ethics may obtain judicial review of such decision as provided in this Section.
- (b) Any action for judicial review may be commenced by filing an application for a writ of certiorari in the Superior Court of Effingham County within thirty (30) days after the decision of the Board of Ethics. The filing of such application shall act as supersedeas.

PENALTY

Any person violating any provision of this article is subject to:

- (a) Public reprimand or censure by the city council; or
- (b) Request for resignation by the city council.

Section 2.

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

Section 3.

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

Section 4.

The adoption date of this ordinance is _____ and the effective date of this ordinance shall be _____.

Ordained this ____ day of _____, 2020.

CITY OF GUYTON

Russ Deen, Mayor

ATTEST:

Tina Chadwick, City Clerk



Please complete the following form. Missing information may cause a delay in processing.

(Note: ACH may not be processed until next billing cycle and will be referenced on invoice).

New Customer Existing Customer Effective Date: _____

FIS Client Information:

Financial Institution Name: (as it appears on record) _____

Physical Street Address: _____

City, State, & Zip Code: _____

ACH Clearing Institution Information:

- Bank Name: _____
- Routing / Transit Number: _____
(must be 9 digits)
- Account Number: _____
- Bank Account Type: DDA Savings G/L

Requestor / Authorizing Party Information:

- Name (print): _____
- Title (print): _____
- Phone Number: _____ Fax Number : _____
- Email Address: _____
- Authorized Signature: _____ Date: _____

Customer # on invoice (s):

Please return form to the following:
FIS Email FISBilling@FISGlobal.com or FIS FAX Number 407-217-0917

For Internal Use Only: Ticket # _____ Date Completed: _____



AGENCY INFORMATION

Merchant Information				Projected Volumes	
Agency Name		City of Guyton		Annual Transaction Count	1,000
Clients Web Site URL		www.cityofguyton.com		Annual Transaction Amount	10,000
Address		310 Central Blvd		Average Transaction Amount	150
City		Guyton		Minimum Payment Amount	\$50.00
State	GA	Zip	31312	Maximum Payment Amount	\$25,000 (Default)
Federal Tax ID		58-6010617		Merchant Descriptor/DBA	
Time Zone		Eastern		*Will appear on Customer's Statement next to charge amount*	
Cut Time		00:00 Midnight (default)		Merchant Descriptor (18 char max)	City of Guyton
Product Description		Service Fees		Customer Service Phone Number	912-772-3353
Settlement Information					
Routing Number		061113415		Account Number	5148315657
Business Contact Information			Invoice & Chargeback Contact Information		
Name		Alison Bruton		Name	Alison Bruton
E-mail address		Alison.bruton@cityofguyton.com		E-mail address	Alison.bruton@cityofguyton.com
Phone		912-772-3353		Phone	912-772-3353

DIVISION OF ACCOUNTS INFORMATION

Accepted Payment Types		FIS Channel Type		Gateway Settings	
<input checked="" type="checkbox"/> American Express	<input checked="" type="checkbox"/> PayDirect Web	Address Verification System (AVS)		N/A (No AVS Check)	
<input checked="" type="checkbox"/> Discover	<input type="checkbox"/> PayDirect VT	Card Verification Value (CVV)		ON	
<input checked="" type="checkbox"/> MasterCard	<input type="checkbox"/> IVR	Duplicate Payment Protection		A: Acct number last 4, UserPart1, L2GMerchantCode, Total Trans Amt	
<input checked="" type="checkbox"/> Visa	<input type="checkbox"/> Mail / Telephone Order	Duplicate Time Period:		5 Minute	
<input checked="" type="checkbox"/> PinLess Debit – Web\IVR Only	<input type="checkbox"/> API 4.X	Vendor Name (if applicable)		Edmunds & Associates Software	
<input checked="" type="checkbox"/> E-Check/ACH	<input type="checkbox"/> API 5.0	Vendor Certified (if applicable)		Yes	
PayDirect Site Configuration				Debits Allowed:	
PayDirect Site Type		PayDirect Site URL		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
AR Web		PAGAGUYT		Separate ACH Batch Rejects:	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Model					
Card Fee		Debit Fee		ACH Fee	
Agency Funded		Agency Funded		Agency Funded	
Notes or Instructions					



AGENCY INFORMATION

<i>Merchant Information</i>				<i>Projected Volumes</i>	
Agency Name		City of Guyton		Annual Transaction Count	1,000
Clients Web Site URL		www.cityofguyton.com		Annual Transaction Amount	10,000
Address		310 Central Blvd.		Average Transaction Amount	150
City		Guyton		Minimum Payment Amount	\$50.00
State	GA	Zip	31312	Maximum Payment Amount	\$25,000 (Default)
Federal Tax ID		58-6010617		<i>Merchant Descriptor/DBA</i>	
Time Zone		Eastern		*Will appear on Customer's Statement next to charge amount*	
Cut Time		00:00 Midnight (default)		Merchant Descriptor (18 char max)	Utility Billing
Product Description		Utility Payment		Customer Service Phone Number	912-772-3353
<i>Settlement Information</i>					
Routing Number		061113415		Account Number	5141658486
<i>Business Contact Information</i>			<i>Invoice & Chargeback Contact Information</i>		
Name		Alison Bruton		Name	Alison Bruton
E-mail address		Alison.bruton@cityofguyton.com		E-mail address	Alison.bruton@cityofguyton.com
Phone		912-772-3353		Phone	912-772-3353

DIVISION OF ACCOUNTS INFORMATION

<i>Accepted Payment Types</i>		<i>FIS Channel Type</i>		<i>Gateway Settings</i>		
<input checked="" type="checkbox"/> American Express	<input checked="" type="checkbox"/> PayDirect Web	Address Verification System (AVS)		N/A (No AVS Check)		
<input checked="" type="checkbox"/> Discover	<input type="checkbox"/> PayDirect VT	Card Verification Value (CVV)		ON		
<input checked="" type="checkbox"/> MasterCard	<input type="checkbox"/> IVR	Duplicate Payment Protection		A: Acct number last 4, UserPart1, L2GMerchantCode, Total Trans Amt		
<input checked="" type="checkbox"/> Visa	<input type="checkbox"/> Mail / Telephone Order					
<input checked="" type="checkbox"/> PinLess Debit – Web\IVR Only	<input type="checkbox"/> API 4.X	Duplicate Time Period:		5 Minute		
<input checked="" type="checkbox"/> E-Check/ACH	<input type="checkbox"/> API 5.0	Vendor Name (if applicable)		Edmunds & Associates Software		
<i>PayDirect Site Configuration</i>				Vendor Certified (if applicable)		Yes
PayDirect Site Type		PayDirect Site URL		Debits Allowed:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NonTax Web		PUGAGUYT		Separate ACH Batch Rejects:		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Funding Model</i>						
<i>Card Fee</i>		<i>Debit Fee</i>		<i>ACH Fee</i>		
Agency Funded		Agency Funded		Agency Funded		
<i>Notes or Instructions</i>						

Monthly Summary 10/1/2019 - 2/29/2020 (2,567 Total Transactions)

Pay Method	Successful Transactions				Settled Transactions				Refunded Transactions			
	Merchant Amt	Fee Amt	Total Amt	Count	Merchant Amt	Fee Amt	Total Amt	Count	Merchant Amt	Fee Amt	Total Amt	
Grand Totals:	\$127,092.58	\$3,099.03	\$130,191.61	2,511	\$127,629.79	\$3,106.38	\$130,736.17	2,518	\$0.00	\$0.00	\$0.00	
CONTRACT: 38EDM (EDMUNDS)												
OCTOBER 2019												
Amex	\$236.12	\$6.97	\$243.09	6	\$236.12	\$6.97	\$243.09	6	\$0.00	\$0.00	\$0.00	
Discover	\$368.05	\$10.86	\$378.91	8	\$368.05	\$10.86	\$378.91	8	\$0.00	\$0.00	\$0.00	
eCheck Personal	\$6,659.28	\$80.85	\$6,740.13	77	\$6,746.35	\$81.90	\$6,828.25	78	\$0.00	\$0.00	\$0.00	
MasterCard	\$1,568.57	\$46.29	\$1,614.86	36	\$1,568.57	\$46.29	\$1,614.86	36	\$0.00	\$0.00	\$0.00	
Pinless Debit	\$3,504.53	\$103.40	\$3,607.93	37	\$3,504.53	\$103.40	\$3,607.93	37	\$0.00	\$0.00	\$0.00	
Visa	\$10,090.94	\$297.68	\$10,388.62	270	\$10,090.94	\$297.68	\$10,388.62	270	\$0.00	\$0.00	\$0.00	
Subtotals	\$22,427.49	\$546.05	\$22,973.54	434	\$22,514.56	\$547.10	\$23,061.66	435	\$0.00	\$0.00	\$0.00	
NOVEMBER 2019												
Amex	\$707.51	\$20.87	\$728.38	12	\$707.51	\$20.87	\$728.38	12	\$0.00	\$0.00	\$0.00	
Discover	\$399.99	\$11.80	\$411.79	6	\$399.99	\$11.80	\$411.79	6	\$0.00	\$0.00	\$0.00	
eCheck Personal	\$7,388.37	\$76.65	\$7,465.02	73	\$7,471.41	\$77.70	\$7,549.11	74	\$0.00	\$0.00	\$0.00	
MasterCard	\$1,514.31	\$44.69	\$1,559.00	34	\$1,514.31	\$44.69	\$1,559.00	34	\$0.00	\$0.00	\$0.00	
Pinless Debit	\$3,902.57	\$115.14	\$4,017.71	45	\$3,902.57	\$115.14	\$4,017.71	45	\$0.00	\$0.00	\$0.00	
Visa	\$13,113.28	\$386.88	\$13,500.16	334	\$13,113.28	\$386.88	\$13,500.16	334	\$0.00	\$0.00	\$0.00	
Subtotals	\$27,026.03	\$656.03	\$27,682.06	504	\$27,109.07	\$657.08	\$27,766.15	505	\$0.00	\$0.00	\$0.00	
DECEMBER 2019												
Amex	\$640.38	\$18.90	\$659.28	12	\$640.38	\$18.90	\$659.28	12	\$0.00	\$0.00	\$0.00	
Discover	\$388.04	\$11.45	\$399.49	8	\$388.04	\$11.45	\$399.49	8	\$0.00	\$0.00	\$0.00	
eCheck Personal	\$7,749.61	\$82.95	\$7,832.56	79	\$7,847.15	\$84.00	\$7,931.15	80	\$0.00	\$0.00	\$0.00	
MasterCard	\$2,071.69	\$61.14	\$2,132.83	46	\$2,071.69	\$61.14	\$2,132.83	46	\$0.00	\$0.00	\$0.00	
Pinless Debit	\$3,760.72	\$110.97	\$3,871.69	49	\$3,760.72	\$110.97	\$3,871.69	49	\$0.00	\$0.00	\$0.00	
Visa	\$12,078.06	\$356.30	\$12,434.36	326	\$12,078.06	\$356.30	\$12,434.36	326	\$0.00	\$0.00	\$0.00	
Subtotals	\$26,688.50	\$641.71	\$27,330.21	520	\$26,786.04	\$642.76	\$27,428.80	521	\$0.00	\$0.00	\$0.00	
JANUARY 2020												
Amex	\$57.94	\$1.71	\$59.65	2	\$57.94	\$1.71	\$59.65	2	\$0.00	\$0.00	\$0.00	
Discover	\$85.28	\$2.52	\$87.80	2	\$85.28	\$2.52	\$87.80	2	\$0.00	\$0.00	\$0.00	
eCheck Personal	\$6,310.29	\$76.65	\$6,386.94	73	\$6,415.81	\$78.75	\$6,494.56	75	\$0.00	\$0.00	\$0.00	
MasterCard	\$1,400.42	\$41.31	\$1,441.73	38	\$1,400.42	\$41.31	\$1,441.73	38	\$0.00	\$0.00	\$0.00	
Pinless Debit	\$3,162.51	\$93.29	\$3,255.80	45	\$3,162.51	\$93.29	\$3,255.80	45	\$0.00	\$0.00	\$0.00	
Visa	\$12,270.47	\$361.97	\$12,632.44	336	\$12,270.47	\$361.97	\$12,632.44	336	\$0.00	\$0.00	\$0.00	
Subtotals	\$23,286.91	\$577.45	\$23,864.36	496	\$23,392.43	\$579.55	\$23,971.98	498	\$0.00	\$0.00	\$0.00	
FEBRUARY 2020												
Amex	\$57.94	\$1.71	\$59.65	2	\$57.94	\$1.71	\$59.65	2	\$0.00	\$0.00	\$0.00	
Discover	\$85.28	\$2.52	\$87.80	2	\$85.28	\$2.52	\$87.80	2	\$0.00	\$0.00	\$0.00	
eCheck Personal	\$6,310.29	\$76.65	\$6,386.94	73	\$6,415.81	\$78.75	\$6,494.56	75	\$0.00	\$0.00	\$0.00	
MasterCard	\$1,400.42	\$41.31	\$1,441.73	38	\$1,400.42	\$41.31	\$1,441.73	38	\$0.00	\$0.00	\$0.00	
Pinless Debit	\$3,162.51	\$93.29	\$3,255.80	45	\$3,162.51	\$93.29	\$3,255.80	45	\$0.00	\$0.00	\$0.00	
Visa	\$12,270.47	\$361.97	\$12,632.44	336	\$12,270.47	\$361.97	\$12,632.44	336	\$0.00	\$0.00	\$0.00	
Subtotals	\$14,440.51	\$426.02	\$14,866.53	370	\$14,440.51	\$426.02	\$14,866.53	370	\$0.00	\$0.00	\$0.00	

Pinless Debit	\$3,122.45	\$92.14	\$3,214.59	43	\$3,122.45	\$92.14	\$3,214.59	43	\$0.00	\$0.00	\$0.00
MasterCard	\$2,049.46	\$60.46	\$2,109.92	46	\$2,049.46	\$60.46	\$2,109.92	46	\$0.00	\$0.00	\$0.00
eCheck Personal	\$7,822.31	\$92.40	\$7,914.71	88	\$7,986.35	\$94.50	\$8,080.85	90	\$0.00	\$0.00	\$0.00
Discover	\$113.01	\$3.34	\$116.35	4	\$113.01	\$3.34	\$116.35	4	\$0.00	\$0.00	\$0.00
Amex	\$115.91	\$3.43	\$119.34	6	\$115.91	\$3.43	\$119.34	6	\$0.00	\$0.00	\$0.00
February 2020 Subtotals	\$27,663.65	\$677.79	\$28,341.44	557	\$27,827.69	\$679.89	\$28,507.58	559	\$0.00	\$0.00	\$0.00
36EDM Subtotals	\$127,092.58	\$3,098.03	\$130,191.61	2,511	\$127,629.79	\$3,106.38	\$130,736.17	2,518	\$0.00	\$0.00	\$0.00
Grand Totals:	\$127,092.58	\$3,099.03	\$130,191.61	2,511	\$127,629.79	\$3,106.38	\$130,736.17	2,518	\$0.00	\$0.00	\$0.00

All Other Transactions

Count	Merchant Amt	Fee Amt	Total Amt	Count
0	\$1,396.77	\$120.87	\$1,517.64	56
0	\$68.97	\$8.21	\$77.18	5
0	\$55.44	\$1.64	\$57.08	1
0	\$0.00	\$0.00	\$0.00	0
0	\$87.07	\$1.05	\$88.12	1
0	\$0.00	\$0.00	\$0.00	0
0	\$0.00	\$0.00	\$0.00	0
0	\$211.48	\$10.90	\$222.38	7
0	\$187.39	\$25.93	\$213.32	12
0	\$179.80	\$5.30	\$185.10	2
0	\$0.00	\$5.11	\$5.11	3
0	\$83.04	\$1.05	\$84.09	1
0	\$0.00	\$7.24	\$7.24	1
0	\$0.00	\$0.00	\$0.00	0
0	\$450.23	\$44.63	\$494.86	19
0	\$259.27	\$19.61	\$278.88	8
0	\$0.00	\$0.00	\$0.00	0
0	\$0.00	\$5.11	\$5.11	2
0	\$97.54	\$1.05	\$98.59	1
0	\$0.00	\$0.00	\$0.00	0
0	\$0.00	\$0.00	\$0.00	0
0	\$356.81	\$25.77	\$382.58	11
0	\$108.69	\$25.66	\$134.35	10
0	\$0.00	\$0.00	\$0.00	0
0	\$0.00	\$0.00	\$0.00	0
0	\$106.52	\$2.10	\$107.62	2
0	\$0.00	\$0.00	\$0.00	0
0	\$0.00	\$0.00	\$0.00	0
0	\$214.21	\$27.76	\$241.97	12
0	\$0.00	\$9.71	\$9.71	5

STATE OF GEORGIA

COUNTY OF EFFINGHAM

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2020 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION
SALES TAX REFERENDUM**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered Into this ____ day of ____, 2020 by and between EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "EFFINGHAM County" or "County") the CITY OF GUYTON; the CITY OF RINCON; and the CITY OF SPRINGFIELD (hereinafter collectively referred to as the "Cities") incorporated municipalities of the State of Georgia.

WITNESSETH

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts; and

WHEREAS, the parties to this Agreement consist of EFFINGHAM County and all qualifying municipalities (hereinafter referred to as Cities) located wholly within EFFINGHAM County, Georgia; and

WHEREAS, the parties anticipate that EFFINGHAM County will approve and sign a Resolution authorizing the EFFINGHAM County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 1.0 percent Transportation Special Purpose Local Option Sales Tax ("TSPLOST" or "Tax") to begin on April 1, 2021 and to conclude on March 31, 2026; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2015 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by EFFINGHAM County and Cities located within EFFINGHAM County; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2021 through March 31, 2026 TSPLOST, the Special District shall be the boundaries of EFFINGHAM County, Georgia; and

WHEREAS, the three Cities located wholly within EFFINGHAM County have certified they are qualified municipalities and are eligible to receive distributions of the 1.0 percent TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of EFFINGHAM County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of EFFINGHAM County and its Cities; and

WHEREAS, the County and the Cities located within EFFINGHAM County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and all its Cities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of EFFINGHAM County to impose a TSPLOST of 1.0 percent which shall commence on April 1, 2021 and continue to, through and including March 31, 2026.

2.

Pursuant to O.C.G.A. § 48-8-267, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2021 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. The remaining ninety-nine percent (99.0%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2021 and ending March 31, 2026, shall be distributed by the State of Georgia to the County and all qualified Cities and shall be allocated to each jurisdiction based on the percentages shown in the table below in Paragraph 3.

3.

The distribution percentages shall initially be based on the 2010 United States Census Bureau numbers and the distribution shall be revised on January 1 after the new 2020 census numbers are published by the United States Census Bureau. The initial distribution percentages are as follows:

City of Guyton:	1,684 - 3.00%
City of Rincon:	8,836 - 17.00%
City of Springfield:	2,852 - 5.50%
Unincorporated Effingham County:	38,878 - 74.50%
Total	100.00%

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Forty-five Million and 00/100 Dollars (\$45,000,000.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(5) and § 48-8-121.

5.

The County and each city shall approve by resolution, prior to August 31st, 2020, a list of projects and purposes ("Transportation Projects and Purposes") to be funded from their allocated net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in each party's resolution.

6.

If any projects or purposes ("Transportation Projects and Purposes") are geographically located in more than one city or in a city and unincorporated area of Effingham County, then the parties involved shall enter into a separate agreement that will define each parties scope and participation in the project, including but not limited to funding and project management.

7.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 3, 2020 Referendum shall continue for a period of five years from April 1, 2021 until March 31, 2026, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-264(b).

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in the resolutions passed by each party.

9.

Any net proceeds over and above the amount estimated in Section 3(A) of this agreement shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2020 TSPLOST Program on the Transportation Projects and Purposes as in the resolutions passed by each party..

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 3, 2020 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. EFFINGHAM County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid for by the County as a county wide service out of the general fund.

12.

Pursuant to O.C.G.A. § 48-8-269.6, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

- A. Original estimated cost;
- B. Current estimated cost if it is not the original estimated cost;
- C. Amounts expended in prior years;
- D. Amounts expended in the current year;
- E. Any excess proceeds which have not been expended for a project or purpose;
- F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
- G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

The Cities shall cooperate with the County in compiling the information for the subject report and any expense for said publication shall be paid as a county wide service out of the general fund.

13.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

14.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

15.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

16.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

17.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

18.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

19.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. If to Effingham County:

Effingham County Board of Commissioners
Page 5 of 7

Tim Callanan – County Manager
601 N Laurel Street
Springfield, GA 31329

b. If to the City of Guyton:

??????????

c. If to the City of Rincon:

??????????

d. If to the City of Springfield:

??????????

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

20.

This Agreement shall become effective on March 31, 2021. If the November 3, 2020 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Effingham County, this Agreement shall expire and shall be of no force and effect after November 3, 2020.

21.

Notwithstanding the parameters of paragraph 21, this Agreement shall continue in full force and effect until December 31st of the year following completion of the last project funded from the net proceeds from the 2020 TSPLOST Program.

22.

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

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the parties to this agreement.

APPROVED AS TO FORM:

EFFINGHAM COUNTY, GEORGIA

County Attorney

By: _____
Wesley Corbitt, Chairman

Board of Commissioners

ATTEST:

Clerk

APPROVED AS TO FORM:

CITY OF GUYTON, GEORGIA

City Attorney

By: _____, Mayor

ATTEST:

Clerk

APPROVED AS TO FORM:

CITY OF RINCON, GEORGIA

City Attorney

By: _____
Ken Lee, Mayor

ATTEST:

Clerk

APPROVED AS TO FORM:

CITY OF SPRINGFIELD, GEORGIA

City Attorney

By: _____, Mayor

ATTEST:

Clerk

AGREEMENT
For
OPERATIONS, MAINTENANCE, and CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between **The City of Guyton**, an incorporated municipality existing under the Laws of the State of Georgia and situate, lying and being within Effingham County, Georgia, (hereinafter "Owner"), whose address for any formal notice is 310 Central Blvd, Guyton, GA 31312, and **EOM Operations, a Division of EOM Public Works LLC**, a limited liability company existing under the Laws of the State of Georgia and domiciled in Bryan County, Georgia, (hereinafter "EOM"), whose address for any formal notice is 480 Edsel Drive, Suite 100, Richmond Hill, GA 31324.

Owner and EOM agree:

1 GENERAL AND DEFINITIONS

1.1 GENERAL

- 1.1.1 This agreement shall be governed by and interpreted in accordance with the Laws of the State of Georgia.
- 1.1.2 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.1.3 All notices shall be in writing and transmitted by certified mail to the addresses noted in this Agreement. Electronic communication (e-mail) may be used for general communication between Owner and EOM.
- 1.1.4 This Agreement, including Appendix A-C, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "EOM" and "Owner" shall include their respective officers, agents, directors, elected or appointed officials, and employees.
- 1.1.5 Time is of the essence.

1.2 DEFINITIONS

- 1.2.1 "Base Fee" means the compensation paid by Owner to EOM for the Scope of Services defined in Section 2 of this Agreement for the initial term of this Agreement and one renewal of said term. The Base Fee is specified in Section 4.1 and does not include payments for Requests by Owner that are Incidental Services as defined in Section 1.2.3, are outside the Scope of Services as defined in Section 1.2.2 or are routine and non-routine maintenance expenditures outlined in Section 2.6.

- 1.2.2 "Outside the Scope of Services" means those services which are not within EOM's Scope of Services (which are described in Section 2 of this Agreement), and those services which are unforeseen and/or mandated by regulatory requirements or laws enacted after the effective date of this Agreement.
- 1.2.3 "Incidental Services" means those services requested by Owner incidental to/or not specifically identified or included in EOM's Scope of Services, but are related to or similar in nature to the services contemplated under this Agreement, including, but not limited to, services and/or cost for plant or facility upgrades, rate studies, short-term construction and the impacts thereof, engineering studies, and other short-term incidental projects.
- 1.2.4 "Project" means all equipment, vehicles, grounds, systems, and facilities described herein and in Appendix A, located within the Owner's municipal boundaries, including without limitation each of the Owner's Wells, the Owner's wastewater collection systems, Owner's wastewater treatment plant, the Owner's potable/treated water distribution systems, each of the Owner's Lift Stations, and, when applicable, EOM currently owned facilities lying outside of the municipal boundaries.
- 1.2.5 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Two Thousand Five Hundred Dollars (\$2,500.00); or (2) Major Repairs that significantly extend equipment or facility service life and cost more than Two Thousand Five Hundred Dollars (\$2,500.00); or (3) expenditures that are planned, non-routine, and budgeted by Owner.
- 1.2.6 "Repairs Cost" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure of or to avert a failure of the equipment, sewer, vehicle or facility or some component thereof.
- 1.2.7 "Force Majeure" means any event or condition including but not limited to (i) fire, flood, strike, acts of God, acts of public enemy, war, blockage, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body; (iii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of EOM; (iv) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project
- 1.2.8 "Unforeseen circumstances" means any event or condition including but not limited to (i) force majeure events or conditions; (ii) mechanical failure due to design flaws, normal wear and tear or improper installation provided by

others; (iii) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply which detrimentally affect the machinery, infrastructure or processes at the Project.

2 SCOPE OF SERVICES – EOM

EOM acknowledges and agrees that it **SHALL**:

- 2.0 Provide operations services to include the Owner's water treatment and distribution systems, wastewater collections systems and wastewater treatment system. The operations services EOM shall provide include managing, operating and maintaining the above mentioned systems within their respective design capacities and capabilities to meet the requirements of all of their associated permits.
 - 2.0.1 EOM shall pay all labor expenditures incurred in performing operations services related to EOM's Scope of Services except to the extent those labor expenditures are incurred as a result of performance of Owner's responsibilities, which are identified in Section 3 of this Agreement. EOM shall Staff the Project with sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement, and, where appropriate, has met the certification requirements mandated by the State of Georgia.
 - 2.0.2 EOM agrees to provide job-related training for all personnel it staffs on the Project in the areas including, but not limited to, operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform work required of their respective positions, EOM shall provide the training and agree with the employee to a reasonable timeframe for the employee to qualify for such certificate, license or authority.
 - 2.0.3 EOM shall place, at each permanently staffed Project facility, a copy of EOM's Corporate Safety Program, and provide all employees training specific to this Safety Program within forty-five (45) days from the effective date of this Agreement. This program shall include weekly documented safety training, job safety analysis, emergency response plan, chemical hygiene plan, and an annual safety review.
 - 2.0.4 EOM shall be responsible for the operation and monitoring of the Project 24 hours per day, 7 days per week. EOM shall ensure that staffing levels are sufficient to meet all applicable safety requirements, laws and regulations and all regulatory agency requirements at all times. EOM shall be available to respond to emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence. EOM shall designate, as a minimum, one (1) staff member as standby to respond to such calls.

- 2.0.5 EOM shall maintain aesthetics of the facilities and shall:
- 2.0.5.1 In general, maintain all facilities in a clean, neat, and orderly fashion.
 - 2.0.5.2 Administrative and other occupied spaces shall be kept clean, dry, and habitable.
 - 2.0.5.3 Other spaces and floors shall be free of debris.
 - 2.0.5.4 Equipment, tools, and materials will be properly stored.
 - 2.0.5.5 Grass shall be maintained, and other grounds shall be free of noxious weeds. Harvesting of any sprayfields is specifically excluded from the scope of work.
- 2.0.6 EOM shall provide Owner, through the budget preparation process, a list of all anticipated capital expenditures for the following fiscal year. EOM will assist with pricing and follow the Owner's purchasing policy.
- 2.0.7 EOM shall provide documentation assistance for the Owner to enforce the warranties on new equipment acquired after the effective date of this Agreement.
- 2.0.8 EOM shall provide recommendations on the systems, processes and repairs for the Owner's water and sewer systems. EOM shall conduct routine meetings with the Owner to review the Project and any necessary work.
- 2.0.9 Utilize Owner-provided security devices during EOM's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include: fencing, lockable structures, and limited intrusion alarm, where applicable. Upon exiting the Project, EOM shall make sure that all Project gates and structures are locked and that any security alarms are activated.
- 2.0.10 EOM shall provide monthly Project reports on Project activities, compliance, and other areas of concerns within the scope of work contained herein. EOM shall use a computerized system capable of furnishing complete and accurate records, historical records, and trends.

2.1 Wastewater Treatment Plant

- 2.1.1 Within the design capacity and capability of the Wastewater Treatment Plant (Plant), manage, operate, and maintain the Plant so that effluent discharged from the Plant meets the requirements specified in NPDES Permit No. GA (copy attached), unless one or more of the following occurs: (1) Plant influent does not contain Adequate Nutrients to support operation of the Plant's biological processes and/or contains Biologically Toxic Substances that cannot be removed

by the existing process(es) and facilities; (2) discharges into Owner's sewer system violate any or all regulations as stated in the applicable Sewer Ordinance; and (3) the flow, influent biochemical demand (BODs), and/or total suspended solids (TSS) exceeds the Plant's design parameters; in which event Appendix A specifies responsibilities and remedies.

- 2.1.2 Operate the facilities in a manner such that odor and noise are minimized within the design capacity and capabilities of the facilities. The cost of any upgrades or modifications to the facility above its capacity and specifications to accomplish this will be treated as a Capital Improvement.
- 2.1.3 Prepare and submit transmittals to appropriate agencies all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. EOM shall comply with all current local, State, and Federal notice and reporting requirements regarding violations, upsets, excursions or emergencies related to the Wastewater Treatment Facilities.
- 2.1.4 Provide for the disposal of screenings, grit, scum, sludge, and biosolids or existing disposal sites. Disposal expenses including landfill rates, hauling costs or tipping fees shall be borne by the Owner. Owner and EOM agree that Owner is the Generator of the screenings, grit, scum, sludge, and biosolids.
- 2.1.5 Provide computerized maintenance, process control, and laboratory management systems for the Project. Owner shall have the right to inspect these records during normal business hours. The maintenance program will include documentation of spare parts inventory. This system shall be capable of providing historical data.
- 2.1.6 Perform all laboratory testing and sampling currently required by the NPDES permit. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.
- 2.1.7 EOM to prepare monthly reports as required by the current NPDES permit for the wastewater and water treatment facility and transmit to appropriate agencies.
- 2.1.8 Provide and document all Preventive Maintenance for the Plant. Owner shall have the right to inspect these records during normal business hours.

2.1.9 EOM shall provide and document repairs for the wastewater treatment plant as defined in Section 2.6.

2.2 Water Treatment

2.2.1 Within the design capacity of each of the Owner's Water Wells, EOM shall manage, operate, and maintain the Wells so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations. EOM shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains Toxic Materials.

2.2.2 Within the design capacity of the Water Wells, EOM shall create and facilitate Well check procedures, to ensure proper operations and maintenance of the Wells by EOM personnel (7) days per week.

2.2.3 Within the design capacity of the Water Wells, EOM shall develop compliance monitoring schedules and an execution plan of said schedules, to ensure EOM employees are providing correct and active testing procedures, so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.

2.2.4 EOM shall provide and document repairs to the Water Wells as defined in Section 2.6.

2.2.5 EOM shall perform and/or arrange all laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations. Additional laboratory testing and sampling requested by the Owner will be provided at a fee per test basis, said fee to be determined and agreed upon at the time of the request.

2.2.6 EOM to prepare monthly reports as required by Owner's current groundwater withdrawal and public water system permits and transmit to appropriate agencies.

2.3 Lift Stations

2.3.1 Within the design capacity of the Lift Stations, EOM shall create custom Lift Station check procedures, to ensure proper operations and maintenance of the Lift Stations by EOM employees. EOM will conduct routine checks on weekdays and as needed on weekends when alerted by SCADA, resident, or administrative notification. EOM shall check all stations without remote monitoring as needed to ensure proper operation.

- 2.3.2 Within the design capacity of the Lift Stations, EOM shall develop compliance monitoring schedules and an execution plan of said schedules, to ensure EOM employees are providing correct and active preventative maintenance procedures.
- 2.3.3 EOM shall provide and document repairs to the Lift Stations as defined in Section 2.6.
- 2.3.4 EOM shall provide monthly Project report on Project activities, compliance, and other areas of concerns within EOM's scope of work described in this Agreement. EOM shall provide computerized maintenance management and work order systems for all lift stations. Owner shall have the right to inspect these records during normal business hours. The maintenance program will include documentation of spare parts inventory. This system shall be capable of providing historical data.
- 2.3.5 EOM shall routinely monitor and record pump meter readings and evaluate all excessive run times.

2.4 Collections and Distribution

- 2.4.1 Within the design capacity and capability of the Project, EOM shall manage, operate, and maintain the Owner's Sanitary Sewer Collection Systems so that free-flowing conditions are maintained and overflows are minimized. All services contemplated herein shall be performed in accordance with industry standards subject to the capabilities of equipment provided to EOM by Owner.
- 2.4.2 After regular scheduled working hours, EOM shall designate one (1) staff member as standby to respond, within one (1) hour of notification, to after-hours emergency calls.
- 2.4.3 EOM shall respond to blockages upon one (1) hour notification. Due diligence shall be exercised to clear the blockage. If the blockage cannot be cleared using equipment assigned to the Project for EOM's use, EOM will, when possible, bypass the affected area and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure the services of a subcontractor having the equipment necessary to clear the blockage or otherwise repair the line to restore free-flowing conditions. If no contact is made within the specified time, EOM is authorized to secure the services of a subcontractor. Owner shall be invoiced in accordance with the out of scope provision of this Agreement.
- 2.4.4 In the event cleaning or inspection discloses a requirement to excavate, EOM shall exercise due diligence to make required repairs. If the line cannot be repaired using equipment assigned to the Project for EOM's use (which equipment is identified in Appendix C and in accordance with OSHA requirements, EOM will bypass the affected area (when possible) and secure the services necessary to perform the repairs, if such repairs do not exceed Five

Thousand Dollars (\$5,000). If such repairs exceed this amount, EOM will notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure the services of a subcontractor to perform the necessary repairs or contract with a third party directly. If no contact is made within the specified time, EOM is authorized to secure the services of a subcontractor. Owner shall be invoiced in accordance with the out of scope provisions of this Agreement set forth in Section 2.5.

- 2.4.5 EOM shall coordinate for the disposal of screenings, grit, scum, and other debris to existing disposal sites.
- 2.4.6 EOM shall maintain a record of activities, including: for routine cleaning, the date, location, and feet of lines serviced; for blockages, the date, time, location and, to the degree possible, cause(s) for such blockage(s); and for other observations or activities, a record of the date, time, and a brief description.
- 2.4.7 EOM shall assist Owner with dye and smoke testing or other similar means to locate laterals, broken lines and illegal connections.
- 2.4.8 EOM shall repair gravity sewer and force main lines as required utilizing Owner's available equipment.
- 2.4.9 EOM shall provide timely water and sewer line locates, within three (3) business days of request if directed by 'Call 811'.
- 2.4.10 EOM shall perform repairs to sewer and water taps as requested by the Owner.
- 2.4.11 EOM shall make repairs to water hydrants as required by the Owner.
- 2.4.12 In the course of performing work on the Owner's water and sewer collection and distribution systems, and on performing any services for Owner, EOM shall be responsible for all related traffic control, including warning signs, traffic control devices and proper maintenance and protection of open cuts and excavation, and backfilling and compaction of such excavation in accordance with applicable law and the Owner's standards and specifications for construction and traffic control procedures. The Owner shall provide backfill materials to EOM and EOM shall compact such excavation material to the Owner's standards for resurfacing. EOM shall also be responsible for finish resurfacing and/or re-sodding through utilization of the Owner's resources or those of others with approval of the Owner. The Owner shall have the right to inspect and test any and all excavation, backfilling and compaction, and resurfacing operations to assure conformance with Owner's standards and specifications for such construction.
- 2.4.13 EOM shall operate, maintain, and repair the Owner's treated water distribution system, as described herein, in accordance with generally accepted industry standards, environmental regulations, and the Owner's construction standards

in such a manner as to efficiently deliver treated water to the Owner's customers, with available equipment provided by Owner.

- 2.4.14 EOM shall respond to any water distribution system pipe line leak or break as soon as possible, but, in any event, within one (1) hour of being notified or otherwise learning of such leak or break.
- 2.4.15 EOM shall maintain a water distribution system flushing program that will include, as a minimum, regular flushing of dead-end system main lines.
- 2.4.16 EOM shall effect proper repair of any water distribution system leaks or breaks which occur within any of Owner's water and/or service lines up to and including the water meter installation located on public or private property. EOM shall not be responsible for repair of any leaks or breaks in water service lines from the customer side of the water meter installation to the dwelling located on either public or private property. However, EOM shall make reasonable effort to notify available occupants of such property that a leak or break exists or post such notice in a conspicuous location on the property. If a leak or break between the water meter installation and property dwelling is severe to the extent that it could cause real or personal property damage, EOM shall have the right to shut off such service and shall make reasonable effort to contact the property's occupants and if they are not available, to post notice to contact EOM.
- 2.4.17 New water or sewer taps will be the responsibility of the Developer or Builder or owner of the property being served by the tap(s). The Owner may request special taps for previously undeveloped lots served by the Owner's water and sewer system. Such taps may be subject to out of scope charges depending on size, duration and other circumstances that would exceed the capabilities of the in scope labor.
- 2.4.18 EOM shall be entitled to receive additional compensation for service requests requiring alteration, modification, addition or deletion of any existing collections and distributions system components pursuant to Section 2.5 of this Agreement.
- 2.4.19 Meters
 - 2.4.19.1 EOM shall perform services for new meter installations within three (3) working days after receipt of a work order calling for such installation, unless any delay beyond three (3) working days is due to unavailability of parts or circumstances outside of the control of EOM which prevent installation, in which case, such work will be completed as soon as the parts are obtained.
 - 2.4.19.2 EOM shall perform all Owner-issued service orders consisting of service and delinquent connects and disconnects, rereads, accuracy and pressure tests, service leak repairs, meter checks and malfunction (still) meter replacements. Work orders for meter tests, and other general work orders for existing water

services will be completed in a timely manner and in no event later than the third (3rd) working day after receipt of a work order, unless any delay beyond three (3) working days is due to unavailability of parts or circumstances outside of the control of EOM which prevent the completion of such work, in which case such work will be completed as soon as the parts are obtained. Work orders for disconnections and reconnections will typically be performed the same day and no later than within 48 hours of issuance of the work order.

2.4.19.3 EOM shall provide meter repair and replacement on an as-needed basis and to Owner's satisfaction.

2.4.19.4 EOM shall make timely/priority response (within 1 hour) to calls from citizens relating to repairs or inquiries about the water system.

2.4.19.5 EOM shall respond to emergency conditions without a work order and within one (1) hour of being notified or otherwise learning of such emergency.

2.4.19.6 EOM shall provide the Owner with a Monthly update of completed work orders for any meter replacements (a/k/a meter change out) and new meter installations. EOM will maintain a computerized system to document connects, disconnects, meter changes, repairs and replacements. An updated inventory count will be included in each monthly report.

2.4.19.7 EOM shall read meters monthly and provide the readings to the Owner. Meters will be read as required by the Owner's schedule and shall be accomplished in a maximum of two days. Meters shall also be read when accounts are opened or closed upon request by the Owner.

2.5 Scope Changes

2.5.1 A Change in the Scope of Services shall occur when and as EOM's costs of providing services under this Agreement change as a result of:

2.5.1.1 Any change in Project operations, personnel qualifications, required certifications, staffing or other cost which is a result of a Force Majeure event or Unforeseen Circumstances. Such Changes in Scope will be invoiced to Owner in an amount equal to EOM's cost plus twenty percent (20%) and shall be due and payable by Owner commencing the month following the month in which the Change in Scope occurs.

2.5.1.2 Owner's request of EOM, and EOM's consent, to provide additional services. If Owner requests EOM to provide additional services under this agreement, Owner and EOM shall attempt to negotiate an increase in EOM's Base Fee for these additional services. In the event that Owner and EOM fail to agree on an increase in EOM's Base Fee for these additional services requested, such additional services will

be invoiced to Owner in an amount equal to EOM's cost of performing those additional services, plus twenty percent (20%) of the cost, and shall be due and payable by Owner commencing the month following the month in which the additional services are performed.

2.5.1.3 Third Party expenses associated with the Owner's request

2.5.1.4 Increases or decreases in rates or other related charges (including taxes) imposed upon EOM by a taxing authority - excluding taxes based on EOM's net income, if such increase or decrease is a result of enactment of a law or regulation after the Effective Date of this Agreement

2.5.2 At any time, the Owner may request EOM to provide support services for Owner's capital projects. In this case, EOM shall propose a scope of services, schedule, and proposed price. EOM shall not proceed with any such capital project services without express written authorization of the Owner.

2.6 Repairs, Maintenance and Supply Expenditures

- 2.6.1 EOM shall provide and document all routine and non-routine (repairs) maintenance within the facilities' capabilities for the Project.
- 2.6.2 Owner will be provided with an accounting of repairs, maintenance and supply expenditures on a monthly basis.
- 2.6.3 The total limit for repairs and maintenance expenditures is \$40,000 and supply expenditures is \$33,250 for the initial six month term of this agreement and shall be invoiced to the Owner on a monthly basis as described in Section 4.2.2. EOM will notify Owner when expenses reach 80% of limit. Any expenditure over these amounts must be approved and a detailed breakdown of these expenses must be submitted to the Owner. Upon auto renewal for an additional sixth month term the repairs and maintenance expenditures limit shall be \$40,000 and supply expenditures limit shall be \$33,250. These limits shall be negotiated as described in Section 4.1.2
- 2.6.4 In any emergency affecting the safety of persons or property, EOM shall act without written amendment or change order, at EOM's discretion, to prevent threatened damage, injury or loss; provided, however, that EOM shall obtain prior Owner approval for any emergency expenditure in excess of Five Thousand Five Hundred Dollars (\$5,000.00). EOM will notify Owner as soon as reasonably possible and shall be compensated by Owner for any such emergency work, notwithstanding the lack of written amendment or change order. EOM's direct costs for emergency labor will be invoiced to the owner at cost plus twenty percent (20%).

2.6.5 EOM may alter facilities to achieve the objectives of this Agreement, provided, however, that no alteration shall be without Owner's written approval if alteration shall cost in excess of Two Thousand Five Hundred Dollars (\$2,500.00). Such alterations shall be invoiced to the Owner on a monthly basis as described in Section 4.2.2.

2.6.6 The repairs expenditures shall not include the salary cost of EOM's onsite personnel assigned to the project making such repair. However, due to the size, complexity, technical nature or timing for completion of such repairs, EOM may subcontract or provide EOM personnel outside of the project to make such repairs. EOM's direct costs for such repairs will be invoiced to the owner at cost plus twenty percent (20%).

3 OWNER'S RESPONSIBILITIES

- 3.1 Owner shall provide EOM with all access to Owner's facilities relating to the Project and Scope of Services contained within this Agreement.
- 3.2 Owner shall maintain and renew, with respect to all existing portions of the Project, warranties, guarantees, easements, permits, authorizations, and licenses that have been granted to the Owner, to the extent doing so is not a responsibility of EOM hereunder.
- 3.3 The Owner agrees to not offer employment or other compensation to Project personnel of EOM directly working on this Project during the Project and for a period of two (2) years after the termination or expiration of this Agreement or said employee's reassignment from this Project. This clause does not apply to transitioned employees employed by Owner prior to the Effective Date of this Agreement.
- 3.4 Owner will provide to EOM all data in Owner's possession relating to the Project. EOM will reasonably rely upon the accuracy and completeness of the information provided by the Owner.
- 3.5 Owner shall continue to pay all costs associated with the occupancy or operations of the Project and the performance of the Services, including but not limited to, all property, franchise or other tax associated with the project, except to the extent EOM shall be obligated to pay such amounts in accordance with the express terms of this Agreement.
- 3.6 Owner shall pay for all capital expenditures associated with the Project. Any loss, damage or injury directly or indirectly caused by the Owner's failure to provide capital improvements and/or funds when reasonably requested by EOM shall be the sole responsibility of Owner.
- 3.7 The Owner shall provide all licenses and insurance for Owner-supplied vehicles used in connection with the Project.
- 3.8 The Owner shall provide for EOM's use of all vehicles and equipment currently at the Project, including the vehicles described in Appendix C.

3.9 EOM will provide Owner with a list of EOM employees who may operate Owner-owned vehicles , along with permission for the Owner to obtain driver's license information about such EOM employees. The list is to indicate which specific EOM employees are expected to drive the vehicles to their personal residences. Any EOM employees rejected by the Owner or its insurance carrier (or self-insurance fund) will not be permitted to operate Owner-owned vehicles.

4 COMPENSATION AND PAYMENT

4.1 COMPENSATION

4.1.1 Owner shall pay to EOM as compensation for services performed under this Agreement a Base Fee of \$189,600 for the initial six month term of this Agreement. Upon expiration of the initial six month term, the contract may automatically renew for an additional six months as outlined in Section 5 for a Base Fee of \$140,640. Subsequent years' Base Fee shall be determined as hereinafter specified. Upon each contract renegotiation, EOM shall continue to invoice Owner at the previous amount until the new contract year price is agreed upon. Upon written agreement between the parties as to the new contract year base fee, EOM shall issue and invoice retroactively adjusting the previous Base Fee amount.

4.1.2 Changes in the Base Fee and Repairs, Maintenance and Supply Expenditures limit shall be negotiated, sixty (60) days prior to the anniversary of the effective date hereof. Base Fee adjustments shall be negotiated using Labor and Benefits, and Other Direct Costs as the basis of adjustment for the Base Fee. Owner and EOM agree that good-faith negotiations resulting in mutual Agreement is the required methodology to be used to determine changes in Base Fee. In the event that Owner and EOM fail to agree on any single component listed above the Base Fee may be determined by the application of the Base Fee adjustment formula shown below.

BASE FEE ADJUSTMENT FORMULA $ABF = BF \times AF$

Where:

$ABF = BF \times AF$

Where:

ABF = Adjusted Base Fee

BF = Base Fee specified in Section 4.1.1

AF = Adjustment Factor as determined by the formula:

$AB = \frac{((ECI).50) + ((CPI).50)}{1.02}$

ECI = The twelve-month percent change (from the second quarter of the prior year to the second quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted, as published by U.S. Department

of Labor, Bureau of Labor Statistics, in the Detailed Report Series ID: CIU101000000000(a)

CPI = The twelve-month percentage change (from the month of June of the prior year to the month of June of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, as published by U.S. Department of Labor, Bureau of Labor Statistics, the CPI Detailed Report Series ID: CUUROOOSA0.

- 4.1.3 Requests by Owner for services that are incidental to the Scope of Services shall be invoiced per Section 4.2.2.
- 4.1.4 In the event that Owner requests a Change in Scope of Services provided by EOM, Owner and EOM will negotiate a commensurate adjustment in Base Fee.
- 4.1.5 The services provided under this Agreement are based on reasonably expected overtime for normal services required after hours. Any additional expenses including straight or overtime wages caused by *Force Majeure* event(s) or Unforeseen Circumstances will be invoiced per Section 4.2.2

4.2 PAYMENT OF COMPENSATION

- 4.2.1 One-Sixth (1/6) of the Base Fee for the current year shall be due and payable on the first of the month that services are provided.
- 4.2.2 All other compensation to EOM, including, but not limited to incidental services, out of scope services, expenses caused by Force Majeure event(s) or Unforeseen Circumstances and repairs, maintenance, and supply expenditures as outlined in Section 2.6 shall be invoiced to Owner on a monthly basis at cost plus twenty percent (20%) and payable within fifteen (15) days from date of invoice.
- 4.2.3 Owner shall pay interest at an annual rate equal to nine percent (9%), said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of payment.

5 TERM

- 5.1 Subject to Owner's annual fiscal year budget appropriation approval process, the initial term of this Agreement shall be for six (6) months commencing on _____, 2020. This agreement shall automatically renew for an additional six (6) months following the expiration of the initial term.
- 5.2 Either party may terminate this Agreement for material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by Owner for non-payment

of EOM's invoices, neither party shall terminate this Agreement without giving the other party sixty (60) day's written notice of intent to terminate.

6 INDEMNITY AND LIABILITY

- 6.1 EOM hereby covenants and agrees to defend, indemnify and hold Owner harmless from and against any and all claims, demands, liabilities, fines, penalties, loss, damages (including without limitation economic loss, property damage or bodily injury, including death), costs and expenses, as well as Owner's attorney's fees and costs and expenses of litigation resulting from, arising out of, or related to EOM's negligence or negligent performance or non-performance of services under this Agreement, whether or not such negligence or negligent performance or non-performance of services be by EOM or by any subcontractor of EOM. EOM's indemnity obligations include payment of Owner's costs in obtaining any court order or ruling requiring EOM to honor its indemnity and liability obligations set forth in this Agreement.
- 6.2 Owner hereby covenants and agrees to defend, indemnify and hold EOM harmless from and against any and all claims, demands, liabilities, fines, penalties, loss, damages (including without limitation economic loss, property damage or bodily injury, including death), costs and expenses, as well as EOM's attorney's fees and costs and expenses of litigation resulting from, arising out of, or related to Owner's negligence or negligent performance or non-performance of services under this Agreement, whether or not such negligence or negligent performance or non-performance of services be by Owner or by any other contractor retained by Owner (other than EOM). Owner's indemnity obligations include payment of EOM's costs in obtaining any court order or ruling requiring Owner to honor its indemnity and liability obligations set forth in this Agreement.
- 6.3 In no event shall either party, their contractors or subcontractors or their officers or employees, be liable for the other party's indirect or consequential damages, whether such liability arises in breach of contract or warranty, or tort, including negligence, strict or statutory liability, or any other theory of liability.
- 6.4 It is understood and agreed that, in seeking the services of EOM under this Agreement Owner is requesting EOM to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend EOM from and against any and all claims, losses, damages, liability, and costs, including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excepting only such liability as may arise out of EOM's breach of this Agreement, or the negligence or willful misconduct of EOM, its employees or its subcontractors in the performance of services under this Agreement.
- 6.5 EOM and Owner recognize that existing conditions within collection systems varies and that failure may occur in the system over time. EOM agrees to exercise due diligence to

maintain free-flowing conditions within these systems. Therefore, Owner agrees to hold EOM harmless and defend EOM against claims for injury, property damage or economic loss arising from failure in the sanitary collection systems until such time as it is established by a finder of fact that such claims were caused by EOM's or its subcontractor's negligence, breach of this Agreement, or willful misconduct, in which event EOM shall reimburse for all costs and expenses (including attorneys' fees) it incurred in defending EOM and in establishing the claims were caused by EOM's or its subcontractor's negligence, breach of this Agreement, or willful misconduct. Furthermore, Owner agrees to indemnify EOM against such claims for injury, property damage or economic loss arising from failure in the sanitary collection systems unless such claims are caused by EOM's or its subcontractor's negligence, breach of this Agreement, or willful misconduct. This article takes precedence over any conflicting article of this Agreement, and extends to EOM, its officers, employees or subcontractors.

- 6.6 EOM's responsibility is to provide services for the Project in compliance with current laws and regulations, to the extent of facilities' design and physical capacity. It is not part of EOM's Scope of Services to test for or eliminate waterborne bacteria or viruses except as required by current laws and regulations.

7 INSURANCE

- 7.1 EOM shall provide the following insurances throughout the term of this Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:
- 7.1.1 Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the Project is performed.
 - 7.1.2 Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000.00) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of EOM-owned or -leased motor vehicles, including onsite and offsite operations.
 - 7.1.3 Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, covering EOM's indemnity obligations set forth in this Agreement, as well as claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of EOM or any of its employees or subcontractors.
- 7.2 Owner will maintain the following insurances throughout the term of the Agreement, and shall provide EOM with Certificates of Insurance to demonstrate compliance with this provision.
- 7.2.1 Property Damage Insurance for all property, including Owner owned vehicles and equipment, for the full fair market value of such property.

7.2.2 Liability Insurance for all motor vehicles and equipment owned by Owner, including the vehicles identified in Appendix C and the equipment listed on Appendix C that is customarily insured.

7.3 Owner and EOM hereby waive all rights of subrogation against the other for all damages and claims for damages which are covered under any insurance policies required to be carried hereunder.

8 LABOR DISPUTES

8.1 In the event activities by EOM employee groups or unions causes disruption in EOM's ability to perform services under this Agreement, EOM may seek appropriate injunctive court orders during any such disruption. EOM shall offer services on a best efforts basis until any such disruptions cease, but EOM cannot assure compliance with all contract conditions during such disruptions.

9 FORCE MAJEURE

9.1 Neither party shall be liable to the other for damages, delays or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the responsible control of the party relying thereon as a result of: (i) fire, flood, strike, acts of God, acts of public enemy, acts of terrorism, war blockage, sabotage, electronic attack, insurrection, riot or civil disturbance or a pandemic event; (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, federal or other government body; (iii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or stoppages by employees or EOM; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply which detrimentally affect the machinery, infrastructure or processes at the Project, unless the presence of such Biologically Toxic Substances is caused by the negligence, willful misconduct, or breach of this Agreement by EOM or its subcontractors; and (v) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project unless such loss or inability is caused by the negligence, willful misconduct, or breach of this Agreement by EOM or its subcontractors. The party invoking this *Force Majeure* clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency immediately, and no later than ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of *Force Majeure*.

9.2 Any change in Project operations, personnel qualifications, required certifications, staffing or other cost outside the Scope of Services for the Project which is a result of a Force Majeure event will be invoiced to Owner in an amount equal to EOM's cost plus twenty percent (20%) for additional labor expenses as described in Section 4.2.2

10 ACCESS TO FACILITIES AND PROPERTY

- 10.1 Owner will make its facilities accessible to EOM as required for EOM's performance of its services, and will provide access to any other Owner property as necessary for performance of EOM's services.
- 10.2 EOM will utilize Owner-provided security devices at Owner's facilities during EOM's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include: fencing, lockable structures, and limited intrusion alarm, where applicable. Upon exiting the Project, EOM shall make sure that all Project gates and structures are locked and that any security alarms are activated.

11 CHANGES

- 11.1 Owner and EOM may mutually agree to make changes regarding the Scope of Services under this Agreement, which changes shall be in writing. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to this Agreement, all of which must be executed by both parties.

12. INDEPENDENT CONTRACTOR

- 12.1 It is hereby agreed and understood that EOM is entering into this Agreement as an independent contractor and that all of EOM's personnel engaged in work to be done under the terms of this Agreement are to be considered as employees of EOM and under no circumstances shall they be construed or considered to be employees of Owner. EOM shall supervise the performance of its own employees in providing services for Owner and shall have control over the manner and means by which the Services are performed, subject to the terms of this Agreement as well as any written and mutually agreed upon amendments thereto. Nothing in this Agreement will be interpreted as creating any relationship of principal and agent, partnership or joint venture between the parties. Neither EOM nor Owner will represent in any manner to any third party that EOM is an agent of, or affiliated with, Owner in any capacity other than as an independent contractor, and nothing in this Agreement shall be construed to be inconsistent with such status.

13 NO THIRD-PARTY BENEFICIARIES

- 13.1 This Agreement gives no rights or benefits to anyone other than Owner and EOM and their officers, agents, directors, elected or appointed officials, and employees, and this Agreement has no third-party beneficiaries.

14 JURISDICTION

- 14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. In the event that any dispute or disagreement between the parties cannot otherwise be amicably resolved, the parties consent to jurisdiction and venue in the Superior Court of Effingham County, Georgia.

15 SEVERABILITY

15.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. A party's failure to require strict compliance with any provision of this Agreement shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Agreement.

16 ENTIRE AGREEMENT

16.1 Should any provisions of this Agreement or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, the parties hereto agree that either of them may cancel this Agreement in its entirety, regardless of the remaining term or terms, and incur no penalty or liquidated damages whatsoever, or, in the alternative, may mutually agree to a modification of this Agreement as to make the same fully comply with all applicable laws.

16.2 This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

17 FINES AND CIVIL PENALTIES

17.1 EOM shall not be liable for those fines or civil penalties which may be imposed by a regulatory agency for violations during the six (6) months initial term of this Agreement and after such time EOM will only be liable for such violations that are a result of EOM's negligent operation of the Project. Owner will assist EOM to contest any such fines, and EOM shall pay the costs of contesting any such fines. EOM shall not be liable for fines or civil penalties that result from violations that occurred prior to the effective date of this Agreement or for the effects of prior violations that have contributed to the assessment of any fine or civil penalty caused by EOM's negligent operations.

18 AUTHORITY

18.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Agreement by their signatures below.

**EOM OPERATIONS,
A division of EOM PUBLIC WORKS, LLC**

CITY OF GUYTON

Authorized Signature:

Authorized Signature:

Name _____
Title _____
Date _____

Name _____
Title _____
Date _____

DRAFT

Guyton Police Department
Decommissioned Inventory

Uniforms / Clothing

Dress / Class A Shirts

Quantity / Size

2 – Medium dress shirts (black)

2 – Extra Large dress shirts (black)

13 – 2XL dress shirts (black)

2 – 3XL dress shirts (black)

1 – 4X dress shirts (black)

1 – unknown size dress shirt (white)

Total: 20 dress shirts

Total value: \$0.00

Dress / Class A Pants

Quantity / Size

1 – size 8

7 – size 42

9 – size 44

4 – size 46

7 – size 48

11 – unknown sizes

All pants are black in color

Total: 39 dress pants

Total value: \$0.00

Guyton Police Department

Decommissioned Inventory

Uniforms / Clothing

Polo Shirts

Quantity / Size

3 – Medium polo shirts

1 – XL polo shirt

28 – size 2XL to 4XL polo shirts

8 – polo shirts with unknown sizes

All shirts are black in color

Total: 40 polo shirts

Total value: \$0.00

Tactical Pants

Quantity / Size / Color

3 – size 8 (1 khaki, 2 blue)

1 - size 10 (khaki)

4 – size 12 (2 gray, 1 khaki, 1 blue)

1 – size 30 (khaki)

3 – size 34 (khaki)

5 – size 36 (4 khaki, 1 gray)

7 – size 38 (khaki)

3 – size 40 (khaki)

4 – size 42 (3 khaki, 1 gray)

18 – size 44 (11 khaki, 3 gray, 2 green, 1 blue, 1 brown)

1 – size 46 (khaki)

Total: 50 tactical style pants

Total Value: \$0.00

Guyton Police Department
Decommissioned Inventory
Uniforms / Clothing

Footwear

- 1 – pair black boots size 6.5
- 1 – pair black boots size 8
- 1 – pair of black boots size 13

Total Value: \$0.00

Other Uniform Items

- 11 – Velcro cellphone holders

Total Value: \$0.00

Guyton Police Department
Decommissioned Inventory

Electronics

1 – Brother Printer Model MFC-9970CDW (Broken)

1 – Brother Printer Model MFC-9130CW (Broken)

1 – Followes Powershred paper shredder Model C-120C (Broken)

Total Value: \$0.00

Miscellaneous Items

4 – Wall art photos with plastic frames

Value: \$0.00

1 – plastic rifle case

Value:\$0.00



EFFINGHAM HEALTH SYSTEM
459 HIGHWAY 119 SOUTH
SPRINGFIELD, GA 31329
912.754.6451

March 19, 2020

Russell Dean, Mayor
City of Guyton
PO Box 99
Guyton, GA 31312

Dear Mayor Dean:

LaMeisha Hunter Kelly, Hospital Authority representative for the City of Guyton resigned her position due to professional obligations. Her resignation is effective March 16, 2020. Please submit the names of three individuals to be reviewed for this position.

Enclosed is a copy of the Effingham Hospital Authority Prospective Board Member Profile for each of your three candidates. Please have the individuals complete the form, and after approval by the Guyton City Council, return it to the Hospital for selection of the City of Guyton representative.

If you have any questions concerning this communication, please feel free to contact me at (912) 754-0160.

Sincerely,

A handwritten signature in black ink that reads "Dr. Fran Witt". The signature is written in a cursive style.

Dr. Fran Witt, RN, MBA, LNHA, DNP©
Chief Executive Officer

FBW:vng

Enclosures (3)

cc: Patricia Ann Yarbrough, Hospital Authority Chairman
Tina Chadwick, Guyton City Clerk

**EFFINGHAM HOSPITAL, INC.
PROSPECTIVE BOARD MEMBER PROFILE**

Name: <i>Peggie T Nelson</i>	Home Phone: <i>770-241-9172</i>
Address: <i>205 Lynn Bonds Ave Guyton, GA 31312</i>	Business Phone
County Voting District/Municipality: <i>Effingham / Guyton</i>	
EMPLOYMENT/BUSINESS HISTORY:	
Company Name: <i>Northside Hospital</i>	Position: <i>Pre-Op RN, Pre Surgical Testing</i>
Address: <i>1000 Johnson Ferry Rd NE Atlanta GA 30342</i>	Years: <i>2013-2017</i>
Responsibilities: <i>Prep patients for surgery following Surgeon and Anesthetic protocols and orders. Relief charge nurse. New employee preceptor</i>	
Company Name: <i>Milton Hall Surgical Assoc.</i>	Position: <i>Staff RN</i>
Address: <i>3330 Preston Ridge Dr Ste 111 Alpharetta GA 30005</i>	Years: <i>2009-2013</i>
Responsibilities: <i>Pre-Op, ER, circulator, Recovery. Risk Management Nurse, Infection Control Nurse. Physical assessments for all plastic surgery patients pre-op.</i>	
Company Name: <i>Physiologic Diagnostic Service</i>	Position: <i>Staff Development Coordinator</i>
Address: <i>Marietta, GA - (Company Dissolved)</i>	Years:
Responsibilities: <i>Developed Policies, procedures, orientation for employees. FDA research assistance with Pre term home monitor.</i>	
Company Name: <i>Georgia Baptist Medical Center</i>	Position: <i>LD Staff Nurse</i>
Address: <i>303 Park Ave Dr NE Atlanta GA 30302</i>	Years: <i>1983-1988</i>
Responsibilities: <i>Staff RN for Stroke Unit then All areas of (LD)</i>	

**EFFINGHAM HOSPITAL, INC.
PROSPECTIVE BOARD MEMBER PROFILE**

Profile - page 2	
CIVIC/VOLUNTEER INVOLVEMENTS:	
Organization: <i>Fostering Together</i>	Years of Association: <i>2017-2019</i>
Positions of leadership:	
Organization:	Years of Association:
Positions of leadership:	
Organization:	Years of Association:
Positions of leadership:	
Organization:	Years of Association:
Positions of Leadership:	
EDUCATION HISTORY:	
High School: <i>Lanett High School, Lanett AL</i>	
Trade/Vocational: <i>Georgia Baptist Hospital School of Nursing</i>	
College: <i>University of West Georgia</i>	
Graduate/Post Graduate:	
Professional Affiliations/Certifications: <i>GAPAN - Georgia Association of</i>	
<i>Peri Anesthesia Nurses</i>	
<i>ASPA - American Society of Peri Anesthesia Nurse</i>	
<i>CAPA Certification - Certified Ambulatory Peri Anesthesia</i>	

PEGGIE T. NELSON, RN

PROFILE

A skilled professional Registered Nurse available for public service. More than 18 years of nursing experience include a variety of specialty areas: Pre-operative nursing, Surgery Center (All areas), Recovery room, all areas of Labor and Delivery, Home uterine preterm labor monitoring, and Acute Stroke care.

EXPERIENCE

NORTHSIDE HOSPITAL, ATLANTA, GA – 2013 TO NOVEMBER 2019

Pre-op RN, Pre-surgical Testing.

MILTON HALL SURGICAL ASSOCIATES, ALPHARETTA, GA – 2009 TO 2013

Pre-op, OR Circulator, and PACU RN for all ENT and facial plastics patients.

Risk Management Nurse. Infection Control Nurse. Clinical Preceptor since 2011.

PHYSIOLOGIC DIAGNOSTIC SERVICE, MARIETTA, GA – 1988 TO 1990

Staff Development Coordinator. Assisted with FDA research and approval of Genesis Home Uterine Activity Monitor.

GEORGIA BAPTIST MEDICAL CENTER, ATLANTA, GA – 1982 TO 1988

Labor and Delivery staff nurse 1983 to 1988. Acute Stroke Unit Charge Nurse 1982 to 1983.

EDUCATION AND CERTIFICATION

ACLS AND BLS CERTIFIED

CERTIFIED AMBULATORY PERIANESTHESIA (CAPA)

DIPLOMA GEORGIA BAPTIST HOSPITAL SCHOOL OF NURSING 1982

KENNESAW STATE UNIVERSITY NURSING RE-ENTRY PROGRAM 2009

BACHELOR OF FINE ART UNIVERSITY OF WEST GEORGIA 2006

LICENSE AND PROFESSIONAL AFFILIATIONS

Active Alabama and Georgia Board of Nursing Registered Professional Nurse.

Member of Georgia Association of PeriAnesthesia Nurses (GAPAN)

Member American Society of PeriAnesthesia Nurses (ASPAN)

205 Lynn Bonds Ave. Guyton, GA 770-241-9172 tucker-nelson@bellsouth.net

**EFFINGHAM HOSPITAL, INC.
PROSPECTIVE BOARD MEMBER PROFILE**

Name: <i>Michael A Garvin</i>	Home Phone: <i>912-659-9014</i>
Address: <i>PO Box 26 - 105 Dilmus Jackson</i>	Business Phone: <i>912-772-3400</i>
<i>Guyton Ga</i>	
County Voting District/Municipality: <i>3rd Guyton</i>	
EMPLOYMENT/BUSINESS HISTORY:	
Company Name: <i>Smalls Funeral Home Inc</i>	Position: <i>Owner</i>
Address: <i>105 Samuel Small Sr Ave</i>	Years: <i>25</i>
<i>PO Box 26 Guyton Ga 31312</i>	
Responsibilities:	
Company Name: <i>Georgia Pacific</i>	Position: <i>SCL</i>
Address: <i>437 Old Augusta Rd south</i>	Years: <i>30</i>
<i>Rincon Ga 31326</i>	
Responsibilities: <i>Shift Capability Leader</i>	
Company Name:	Position:
Address:	Years:
Responsibilities:	
Company Name:	Position:
Address:	Years:
Responsibilities:	

**EFFINGHAM HOSPITAL, INC.
PROSPECTIVE BOARD MEMBER PROFILE**

Profile - page 2	
CIVIC/VOLUNTEER INVOLVEMENTS:	
Organization: <u>Action Pac</u>	Years of Association: <u>2 years</u>
Positions of leadership: <u>Board Member Executive</u>	
Organization: <u>H.Y.P.E.</u>	Years of Association: <u>6</u>
Positions of leadership: <u>Co-Founder and Board Member</u>	
Organization: <u>Widow Son Lodge #396</u>	Years of Association: <u>30</u>
Positions of leadership:	
Organization: <u>N.A.A.C.P</u>	Years of Association: <u>35</u>
Positions of Leadership: <u>Member</u>	
EDUCATION HISTORY:	
High School: <u>Effingham County High School</u>	
Trade/Vocational:	
College: <u>Ogeechee Technical / McCallister Institute</u>	
Graduate/Post Graduate:	
Professional Affiliations/Certifications:	
<u>U.G.A Harold F Holt Municipal Training of Elected Officials</u>	
<u>Georgia Funeral Director Association</u>	

**EFFINGHAM HOSPITAL, INC.
PROSPECTIVE BOARD MEMBER PROFILE**

Name: <u>Tamela Green Mydell</u>	Home Phone: <u>912 772-3868</u>
Address: <u>905 Popular St. / P.O. Box 776</u>	Business Phone: <u>912 772-3419</u>
<u>Guyton Ga. 31312</u>	<u>912 547-2376</u>
County Voting District/Municipality: <u>District 3</u>	
EMPLOYMENT/BUSINESS HISTORY:	
Company Name: <u>Southern Kafe on 17</u>	Position: <u>CO Ownership</u>
Address: <u>308 Central Blvd. P.O. Box 338</u>	Years: <u>7 yrs</u>
<u>Guyton Ga. 31312</u>	
Responsibilities: <u>Responsible for monitoring the Quality and Safety of food and Catering Services for in house pick up and Delivery Service, Planning and Events.</u>	
Company Name: <u>Dress Barn</u>	Position: <u>Sales Manager</u>
Address: <u>11 Gateway Blvd S,</u>	Years: <u>5 yrs</u>
<u>Savannah Ga. 31419</u>	
Responsibilities: <u>Managing Organizational Sales by developing a business plan, that covers Sales, Stock and Expense Control, Controlling loss prevention, Meeting Goals</u>	
Company Name: <u>Pat's Cut & Style Salon</u>	Position: <u>Cosmetologist</u>
Address: <u>901 Popular St. P.O. Box 53</u>	Years: <u>30 yrs</u>
<u>Guyton Ga. 31312</u>	
Responsibilities: <u>Arranging and Controlling of scheduling clients, business planner, Counselor for clients, the Negotiator for young clients and Seniors.</u>	
Company Name:	Position:
Address:	Years:
Responsibilities:	

**EFFINGHAM HOSPITAL, INC.
PROSPECTIVE BOARD MEMBER PROFILE**

Profile - page 2	
CIVIC/VOLUNTEER INVOLVEMENTS: <u>Cure</u>	
Organization: <u>Caties Gathering</u>	Years of Association: <u>5 months</u>
Positions of leadership: <u>Board member</u>	
Organization: <u>Guyton Planning and Zoning</u>	Years of Association: <u>3 months</u>
Positions of leadership: <u>Board member</u>	
Organization: <u>Grace full Gospel</u>	Years of Association: <u>16 yrs</u>
Positions of leadership: <u>Hospitality ministry leader,</u>	
<u>financial officer in ministry</u>	
Organization:	Years of Association:
Positions of Leadership:	
EDUCATION HISTORY:	
High School: <u>Effingham County High School - 1987</u>	
Trade/Vocational: <u>Savannah School of Cosmetologist</u>	
College:	
Graduate/Post Graduate:	
Professional Affiliations/Certifications:	
<u>Safe Serve Certification</u>	
<u>Cosmetologist Certification</u>	

**EFFINGHAM HOSPITAL, INC.
PROSPECTIVE BOARD MEMBER PROFILE**

Name: Laverne BOWTIS	Home Phone: (912) 656-1718 Cell#
Address: 132 Bittmore Drive	Business Phone
Gupton GA 31312	
County Voting District/Municipality: Effingham	
EMPLOYMENT/BUSINESS HISTORY:	
Company Name: Savannah-Chatham County Bd. of Edu.	Position: Educator
Address: 208 Bull Street	Years: 5+ years
Savannah, GA 31401	
Responsibilities: Follow GA standards, Manage students, Assess Data, Write Lesson Plans and follow Ethical and School - Wide protocol	
Company Name:	Position:
Address:	Years:
Responsibilities:	
Company Name:	Position:
Address:	Years:
Responsibilities:	
Company Name:	Position:
Address:	Years:
Responsibilities:	

**EFFINGHAM HOSPITAL, INC.
PROSPECTIVE BOARD MEMBER PROFILE**

Name: Kimberly Arnsdorff	Home Phone: (912) 580-0506
Address: 545 Braves Field Dr	Business Phone
Guyton, GA 31312	
County Voting District/Municipality: Effingham County	

EMPLOYMENT/BUSINESS HISTORY:

Company Name: CORA Physical Therapy	Position: Physical Therapist
Address: 437 Old Augusta Rd South	Years: 1+ years since March 2019
Rincon, GA 31326	Note: CORA bought out West Rehab *(see below)
Responsibilities: To evaluate and treat Georgia Pacific employees for occupational injuries. To provide prevention and treatment ^{physical therapy} interventions for their employees.	

Company Name: *West Rehab Services Inc	Position: Physical Therapist
Address: 437 Old Augusta Rd South	Years: 6 yrs
Rincon, GA 31326	
Responsibilities: Evaluate and Treat Georgia Pacific Employees for occupational and non-occupational injuries. Perform ergonomic assessments, Provide preventive care to employees.	

Company Name:	Position:
Address:	Years:
Responsibilities:	

Company Name:	Position:
Address:	Years:
Responsibilities:	

**EFFINGHAM HOSPITAL, INC.
PROSPECTIVE BOARD MEMBER PROFILE**

Profile - page 2	
CIVIC/VOLUNTEER INVOLVEMENTS:	
Organization:	Years of Association:
Positions of leadership:	
Organization:	Years of Association:
Positions of leadership:	
Organization:	Years of Association:
Positions of leadership:	
Organization:	Years of Association:
Positions of Leadership:	
EDUCATION HISTORY:	
High School: Centennial High School (Ellicott City, MD)	
Trade/Vocational:	
College: Armstrong Atlantic State University (Savannah, GA)	
Degree Earned: Bachelor of Science - Rehabilitation Sciences (2009)	
Graduate/Post Graduate: Armstrong Atlantic State University (Savannah, GA)	
Degree Earned - Doctorate of Physical Therapy (2013)	
Professional Affiliations/Certifications:	
Licensed Physical Therapist in the state of GA	
Certified Strength and Conditioning Specialist NSCA	
Adult, Child and Infant CPR/AED and First Aid certified through Pro Trainings	

