

City of Guyton, Georgia
CITY COUNCIL MEETING
June 13, 2023 at 7:00 P.M.



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

AGENDA

1. **Call to Order**
 2. **Public Hearing regarding Ordinance 2023-05 amending the Zoning Ordinance**
 3. **Public Hearing regarding Ordinance 2023-06 referencing Annexation**
 4. **Invocation and Pledge of Allegiance**
 5. **Consideration to Approve the Agenda**
 6. **Consideration to Approve Minutes of Meetings**
May 9, 2023 City Council Meeting
 7. **Reports from Staff or Committees**

Police Department	James Breletic
Fire Department	Clint Hodges
City Clerk	Matthew Walker
Public Works/Water/Sewer	EOM
Planning and Zoning	Lon Harden
Industrial Development	Lon Harden
Historical Commission	Lucy Powell
Leisure Services	Lula Seabrooks
Hospital Authority	Tamela Mydell
Library Board	Jim Odum
Chamber of Commerce	Hursula Pelote
 8. **Public Comments (will be limited to Agenda Items only)**
 9. **Old Business**
 - a. Second reading and consideration to approve Ordinance 2023-05 to amend the City of Guyton, Georgia Zoning Ordinance
 10. **New Business**
 - a. First reading of Ordinance 2023-06 regarding Annexation
 - b. Consideration to approve \$8000 for repairs to the HVAC system at 718 Central Blvd.
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- c. Consideration to approve Agreement for Operations, Maintenance, and Management Services with EOM
- d. Consideration to approve Change Order to POND agreement to add Recreation Master Plan Services
- e. Consideration to approve Rebecca Boston as the county representative to the Coastal Regional Commission
- f. Consideration to approve the free metered use of city water by Effingham Fire for emergency services

11. General Government

- a. TSPLOST Projects

12. Dates to Remember

- a. Thursday, June 15, 2023 at 5:00pm – Historical Preservation Commission Summer Social, Guyton Caboose, 310 Central Boulevard, Guyton, GA 31312
- b. Monday, June 19, 2023 – City Hall closed for Juneteenth Freedom Day
- c. Wednesday, June 21, 2023 from 1:00pm to 5:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- d. Wednesday, June 21, 2023 from 7:00pm – 2023/2024 Budget Public Hearing, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- e. Tuesday, June 27, 2023 at 7:00pm – Planning and Zoning Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- f. Wednesday, June 28, 2023 from 7:00pm – Special Called Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- g. Tuesday, July 4, 2023 – City Hall closed for Independence Day
- h. Tuesday, July 11, 2023 at 6:00pm – Planning and Zoning Public Hearing, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- i. Tuesday, July 11, 2023 at 7:00pm – Guyton City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- j. Saturday, July 15, 2023 from 12:00pm to 5:00pm – Guyton Community Picnic, New Recreation Park, 718 Central Boulevard, Guyton GA 31312
- k. Saturday, July 22, 2023 from 8:00am to 2:00pm – Guyton Summer Sale Along the Trail, Guyton Walking Trail, 310 Central Boulevard, Guyton GA 31312
- l. Tuesday, July 27, 2023 at 7:00pm – Planning and Zoning Public Hearing and Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

13. Consideration to move from the Regular Meeting into an Executive Session referencing Personnel and Litigation

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

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

16. Consideration to adjourn this meeting

Rules of Decorum for All Meetings

The purpose of the Rules of Decorum is to foster an atmosphere of civil and courteous discourse, even and especially when discussing contentious topics, at all meetings held by the City of Guyton.

(a) General rules applicable to all (Mayor and Council, Staff, Members of the Public)

1. Each speaker will direct his or her comments to the Mayor and or presiding officer and not to any other individual present.
2. Each speaker will refrain from personal attacks, foul or abusive language, and will maintain a civil and courteous manner and tone.
3. Each speaker will speak only about agenda items. Members of the public will be limited to 3:00 minutes speaking time.
4. Members of the audience will respect the rights of others and will not create noise or other disturbances that will disrupt or disturb persons who are addressing the Mayor and Council or Committee or Board or Commission, or members of those bodies who are speaking, or otherwise impede the orderly conduct of the meeting.

(b) Additional Rules for Members of Mayor and Council, Committees, Boards or Commissions

1. Members of Mayor and Council, Committees, Boards or Commissions will conduct themselves in a professional and respectful manner at all meetings.
2. Members of Mayor and Council, Committees, Boards or Commissions will not speak until recognized by the Mayor or presiding officer.
3. Remarks by members of Mayor and Council, Committees, Boards or Commissions will be directed to the Mayor or presiding officer and not to individuals, other Council, Committee, Board or Commission members, staff or Members of the public in attendance. Questions for staff or individuals or other Council, Committee, Board or Commission members will be directed to the Mayor or presiding officer, who will then direct the appropriate person to answer.
4. Members of Mayor and Council, Committees, Boards or Commissions are always free to criticize or question policies, positions, data or information presented. However, members of Mayor and Council, Committees, Boards or Commissions will not attack or impugn the person presenting.

(c) Enforcement

The Mayor or presiding officer has the authority to enforce each of the Rules of Decorum regarding members of the public. If any Rule is violated, the Mayor or presiding officer will give the speaker a warning, citing the Rule being violated, and telling the speaker that a second violation will result in a forfeiture of the right to speak further. The Mayor or presiding officer also may have the offending speaker removed from the meeting if the misconduct persists. The Mayor or presiding officer shall not have any power under this provision regarding a Council, Committee, Board or Commission member.



**City of Guyton
City Council Public Hearing and Meeting
May 9, 2023 – 7:00 p.m.**

MINUTES OF MEETING

Call to Order – The City of Guyton Council held a Public Hearing and Council Meeting on May 9, 2023, at the City of Guyton Gymnasium, 505 Magnolia Street in Guyton. This public hearing and meeting was called to order by Mayor Russ Deen at approximately 7:00 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Councilmember Joseph Lee, Councilmember Hursula Pelote, and Councilmember Marshall Reiser were present at this meeting.

Other Administrative Staff Present – City Attorney Wes Rahn, City Manager Meketa Brown, and City Clerk Matthew Walker were present.

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

**Public Hearing regarding the 2023/2024 Budget
Andy Harville spoke regarding increase in Police Department budget**

Invocation – The invocation was led by **Reiser**.

Pledge of Allegiance – The Pledge of Allegiance was led by **Deen**.

Consideration to Approve the Agenda – **Johnson** made a motion to approve the agenda. **Reiser** seconded the motion. **Motion passed unanimously.**

Consideration to Approve Minutes of Meeting for the April 11, 2023, City Council Meeting and April 24, 2023, Special Called City Council Meeting – **Pelote** made a motion to approve minutes of meeting from April 11, 2023 and April 24, 2023. **Johnson** seconded. **Motion passed unanimously.**

Reports from Staff or Committees

Police Department	James Breletic
Fire Department	Clint Hodges
City Clerk	Matthew Walker
Public Works/Water/Sewer	EOM – read by Mayor Deen
Planning and Zoning	Lon Harden
Industrial Development	Lon Harden
Historical Commission	Lucy Powell
Leisure Services	Lula Seabrooks
Library Board	Jim Odum
Chamber of Commerce	Hursula Pelote

Public Comments (will be limited to Agenda Items only) – **Theodore Hamby** spoke regarding body camera system for Police Department.

Old Business

Second reading and consideration to approve Ordinance 2023-03 amending Sections of the Code of the City of Guyton, Georgia found in Title 8 Planning, Chapter 8-2 Flood Damage Prevention, Article 2 General Provisions, Article 4 Provisions for Flood Hazard Reduction, & Article 6 Definitions - Pelote made a motion to approve Ordinance 2023-03. Johnson seconded. Motion passed unanimously.

New Business

First reading of Ordinance 2023-04 to provide for the City of Guyton Budget for the Fiscal Year Ending June 30, 2024.

First reading of Ordinance 2023-05 to amend the City of Guyton, Georgia Zoning Ordinance.

Consideration to approve Resolution 2023-07 activating the Downtown Development Authority of Guyton, Georgia - Pelote made a motion to approve Resolution 2023-07 activating the Downtown Development Authority of Guyton, Georgia. Johnson seconded. Motion passed unanimously.

Consideration to approve Resolution 2023-08 amending the City of Guyton Fee Schedule - Reiser made a motion to approve Resolution 2023-08 Amending the City of Guyton Fee Schedule. Pelote seconded. Motion passed unanimously.

Consideration to approve WOW Farmer's Market Event - Johnson made a motion to approve WOW Farmer's Market Event for June 3, 2023. Lee seconded. Motion passed unanimously.

Consideration to approve GMA District 12 Officers for 2023-2024 Ballot - Pelote made a motion to approve GMA District 12 Officers for 2023-2024 Ballot. Johnson seconded. Motion passed unanimously.

Consideration to make Pine Street repaving an LMIG project and 4th Street and Gordon Ave repaving TSPLOST projects - Johnson made a motion to make Pine Street repaving an LMIG project and 4th Street and Gordon Ave repaving TSPLOST projects. Pelote seconded. Motion passed unanimously.

Dates to Remember

Thursday, May 18, 2023 at 11:00am – BINGO, Leisure Service Room, 505 Magnolia Street, Guyton, GA 31312

Friday, May 19, 2023 at 2:30pm – PATH Foundation/ HiLo Trail Brainstorming Session, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, May 23, 2023 at 7:00pm – Planning and Zoning Public Hearing regarding Annexation and Ordinance 2023-05 and Regular Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, June 1, 15, and 29, 2023 at 11:00am – BINGO, Leisure Service Room, 505 Magnolia Street, Guyton, GA 31312

Tuesday, June 6, 2023 at 7:00pm – City Council Public Hearing regarding the 2023/2024 City of Guyton Budget

Tuesday, June 13, 2023 at 7:00pm – City Council Annexation and Ordinance 2023-05 Public Hearing and Regular Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Thursday, June 15, 2023 at 5:00pm – Historical Preservation Commission Summer Social, Guyton Caboose, 310 Central Boulevard, Guyton, GA 31312

Monday, June 19, 2023 – City Hall closed for Juneteenth Freedom Day

Wednesday, June 26, 2023 from 1:00pm to 5:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Saturday, July 22, 2023 from 8:00am to 2:00pm – Guyton Summer Sale Along the Trail, Guyton Walking Trail, 310 Central Boulevard, Guyton GA 31312

Public Comments (will be limited to Agenda Items only) – Lula Seabrooks regarding Parent University; Pearl Boynes regarding DDA; Jessica Szilagyi regarding MH Moratorium.

Consideration to adjourn- Pelote made a motion to adjourn. Johnson seconded. Motion passed unanimously. Meeting adjourned at approximately 8:03 pm.

City of Guyton

Russ Deen, Mayor

Attest:

Matthew D. Walker, City Clerk

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NO. 2023-05

AN ORDINANCE BY THE MAYOR AND COUNCIL FOR THE CITY OF GUYTON TO AMEND THE CITY OF GUYTON, GEORGIA ZONING ORDINANCE; TO PROVIDE FOR NOTICE; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

WHEREAS, the Mayor and Council have authority to amend the City of Guyton, Georgia Zoning Ordinance from time to time and where necessary to maintain adequate regulations;

WHEREAS, the duly elected governing authority of the City of Guyton, Georgia hereby resolve to amend the City of Guyton, Georgia Zoning Ordinance; and

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

Section 1. Article 6 – Intent of Land Use Districts and Specific Land Use District Regulation, Section 601 shall be amended in its entirety to now read as follows:

Section 601. R-1, Single Family Residential District

District Intent

This is the most restrictive residential district. The principal use of land is for single-family dwellings and related recreational, religious and educational facilities needed to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the single-family residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationship of each element.

A. Uses Permitted

The following uses shall be permitted in the R-1, Single Family Residential District:

- (1) Single family residences (must meet the requirements in subsection D below);
- (2) Parks or playgrounds;
- (3) Country clubs, golf courses;

- (4) General purpose or gardening, but not the keeping of poultry or non-domestic animals;
- (5) Accessory buildings and structures; and
- (6) Home business offices.

B. Special Permit Uses

The following uses may be permitted in accordance with the provisions contained in Article Ten, and if additional conditions which may be required are met:

- (1) Public and private schools;
- (2) Public buildings and utilities;
- (3) Churches, synagogues, temples, mosques or other places of worship provided that such use is housed in a permanent structure, and no structure on the lot is closer than 25 feet from any residential property line;
- (4) Day care centers or kindergartens;
- (5) Manufactured housing;
- (6) Modular homes;
- (7) General purpose farm or garden that includes the keeping of poultry or non-domestic animals; and
- (8) Home occupations and Home Business Offices provided that the conditions set forth in in this Ordinance, including within Section 707, are met.

C. Area Regulation

Unless otherwise specified in this ordinance, uses permitted in R-1, Single Family Residential Districts shall conform to the following requirements:

- (1) Minimum lot area: 0.5 acres;
- (2) Minimum lot width at building line: 75 feet;
- (3) Minimum front yard setback from street: 25 feet;
- (4) Minimum side yard, setback from street: 25 feet; setback from other property line: 15 feet;
- (5) Minimum rear yard, setback from street: 25 feet; setback from other property line: 15 feet;
- (6) Maximum percentage of lot coverage: 30%;
- (7) Maximum building height: 35 feet.

D. Single-Family Residential Standards

All Single-Family Residences must meet the following standards in the R-1 District:

- (1) All structures including the primary structure and accessory structures shall be constructed with a pitched roof having a pitch of 3 in 12 or greater;
- (2) The roof shall be covered with asphalt composition shingles, 5-V metal roofing, or tile materials. Corrugated metal or plastic panels are prohibited;

- (3) The exterior wall shall be material similar to traditional site-built housing. These materials may include clapboards, simulated clapboards such as conventional vinyl or metal siding, wood shingles, shakes, stucco, brick, brick veneer, concrete block, or similar material: but shall not include smooth, ribbed or corrugated metal or plastic panels;
- (4) The minimum horizontal dimension of the structure as installed on the site shall be 24 feet;
- (5) The minimum floor area shall be 1200 square feet;
- (6) All principal structures shall be placed on a permanent foundation. For the purposes of this section, a permanent foundation shall mean a concrete slab, concrete footers, foundation wall, pilings or post construction, which complies with the County Building Code;
- (7) In no case shall wheels, chassis, any undercarriage or transporter unit be left on any structure;
- (8) All units must meet wind-loading requirements of Federal Emergency Management Administrator and the SBCCI Codes.

Section 2. Article 6 – Intent of Land Use Districts and Specific Land Use District Regulation, Section 602 shall be amended in its entirety to now read as follows:

Section 602. R-2, Residential District

District Intent

This residential district is created to provide low density multifamily residential dwellings, primarily in the form of two and three dwelling unit structures. Single family and other permitted uses allowed in the R-1 district are also permitted. Persons residing in this district are entitled to protection from other types of uses which are detrimental to the residential characteristics of the district. The regulations which apply to this district are designed to encourage the formation and continuance of a stable, healthy living environment for its residents.

A. Uses Permitted

The following uses shall be permitted in the R-2 Residential District:

- (1) Any use permitted in the R-1, Single-Family Residential District, except that single-family residences are not required to meet the standard listed in Section 601(D)(5) of this Ordinance.
- (2) Two-family dwellings (duplex);
- (3) Three family dwellings (triplex);
- (4) Boarding houses (not to exceed four units); and
- (5) Accessory uses and structures.

B. Special Permit Uses

The following uses may be permitted in accordance with the provisions contained in Article Ten, and if additional conditions which may be required are met:

- (1) Any special use permitted in the R-1, Single-Family Residential District; and
- (2) Nursing homes.

C. Area Regulations

Unless otherwise specified in this ordinance, uses permitted in R-2 Residential District shall conform to the following requirements:

- (1) Minimum Lot areas:
 - (a) Single family dwellings: 0.5 acres;
 - (b) Two and three family dwellings: 0.5 acres for the first two units, 4,000 square feet for each additional unit;
 - (c) Boarding houses: 0.5 acres for the first three units plus 4,000 square feet for each additional unit.
- (2) Minimum lot width at building line: 70 feet;
- (3) Minimum front yard setback from street: 25 feet;
- (4) Minimum side yard, setback from street: 25 feet; setback from other property line: 10 feet;
- (5) Minimum rear yard, setback from street: 25 feet; setback from other property line: 15 feet;
- (6) Maximum percentage of lot coverage: 35%;
- (7) Maximum building height: 35 feet;
- (8) Minimum dwelling unit size (heated area):
 - (a) Single family dwellings: 600 square feet;
 - (b) Two and three family dwellings: 600 square feet per unit;
 - (c) Boarding houses: none.

Section 3. Article 6 – Intent of Land Use Districts and Specific Land Use District Regulation, Section 603 shall be amended in its entirety to now read as follows:

Section 603. R-3, Medium and High Density Multifamily Residential District

District Intent

To provide for development of condominium dwelling units and medium to high density residential developments. This district's regulations are designed to encourage the formation and continuance of a stable and healthy residential environment while discouraging the encroachment of uses capable of adversely affecting the district's character.

A. Uses Permitted

The following uses shall be permitted in the R-3, Medium and High Density Multifamily Residential District:

- (1) All uses permitted in the R-1, Single Family Residential, and R-2 Residential Districts except that single family residences are not required to meet the standard listed in Section 601(D)(5);
- (2) Multiple family dwellings and apartments;
- (3) Single family condominium dwellings; and
- (4) Accessory uses and structures.

B. Special Permit Use

The following uses may be permitted in accordance with the provisions contained in Article Ten, and if additional conditions which may be required are met:

- (1) Any special use permitted in the R-1, Single Family Residential District or R-2, Low Density Multifamily Residential District.

C. Area Regulations

Unless otherwise specified in this ordinance, uses permitted in the R-3, Medium and High Density Multifamily Residential District shall conform to the following requirements:

- (1) Minimum lot area:
 - (a) Single family detached dwellings: 0.5 acres;
 - (b) Two and three family dwellings: 0.5 acres for the first two units and 4,000 square feet for each additional unit;
 - (c) Condominiums and multifamily dwellings of more than three units: 0.5 acres for the first two units; plus 2,000 square feet for each additional unit;
- (2) Minimum lot width at building line: 16 feet for condominium dwellings; 70 feet for all other uses;
- (3) Minimum front yard setback from street: 25 feet;
- (4) Minimum side yard, setback from street: 25 feet; setback from other property line: 1.0 feet; provided that for condominium dwellings which are not end units and have 0 feet side yards on each side adjoining another unit.
- (5) Minimum rear yard, setback from street: 25 feet; setback from other property line: 15 feet;
- (6) Maximum percentage of lot coverage: 55% for condominiums; 35% for all other permitted uses;
- (7) Maximum building height: 45 feet;
- (8) Minimum dwelling unit size:
 - (a) Single family dwellings, and condominium dwellings: 300 square feet;
 - (b) Two and three family dwellings: 600 square feet per unit;

(c) Multi-family dwelling of more than three units: 600 square feet for the first six units; 500 square feet per unit in addition to the first twelve (12) units.

Section 4. Article 6 – Intent of Land Use Districts and Specific Land Use District Regulation, Section 604 shall be amended in its entirety to now read as follows:

Section 604. R-4, Single Family Residential District

District Intent

The intent of this district is to provide distinct areas within the city where single family dwellings are allowed by right and single-family manufactured housing are allowed on a special permit use basis. It is intended that R-4 land use districts be limited to those areas of the city where manufactured homes and single-family dwellings have historically existed together but where single-family dwellings are the dominant housing type.

A. Uses Permitted

The following uses shall be permitted in the R-4, single Family Residential District:

- (1) Single family dwellings; except that single family residences are not required to meet the standard listed in Section 601(D)(5);
- (2) Parks and playgrounds;
- (3) Country clubs and golf courses;
- (4) General purpose farm or garden, but not the keeping of poultry or non-domestic animals;
- (5) Accessory uses and structures; and
- (6) Home business offices.

B. Special Permit Uses

The following uses may be permitted in accordance with the provisions contained in Article Ten, and if any additional conditions which may be required are met:

- (1) Manufactured houses;
- (2) Modular homes;
- (2) Public and private schools;
- (3) Public buildings and utilities;
- (4) Churches;
- (5) Day care centers and kindergartens;
- (6) Clubs, lodges, or fraternal organizations;
- (7) General purpose farm or garden that includes the keeping of poultry or non-domestic animals;
- (8) Home occupation.

C. Area Regulations

Unless otherwise specified in this ordinance, uses permitted in the R-4, Single Family Residential District shall conform to the following requirements:

- (1) Minimum lot area: 0.5 acres;
- (2) Minimum lot width at the building line: 75 feet;
- (3) Minimum front yard setback from street: 25 feet;
- (4) Minimum side yard, setback from street: 25 feet, setback from other property line: 10 feet;
- (5) Minimum rear yard, setback from street: 25 feet; setback from other property line: 15 feet;
- (6) Maximum percentage of lot coverage: 30%;
- (7) Maximum building height: 35 feet.

Section 5. Article 10 – Enforcement and Administration, Section 1005 shall be amended in its entirety to now read as follows:

Section 1005. Special Permit Uses

The uses listed under the various land use districts (Article Six) as "special permit uses" are so classified because they more intensely dominate the area in which they are located than do other uses, which are called permitted uses. Special permit uses are uses which would not normally be appropriate in a district unless strictly controlled as to size, lot coverage, impact on public services, visibility, traffic and other such characteristics. The following procedure is established to integrate the special permit uses with other land uses located in the district. These uses shall be reviewed and authorized or rejected under the following procedure:

- (1) When applying for a building permit, the applicant shall be informed by the Planning and Zoning Director that the proposed use is a Special Permit Use. The matter will then be referred to the Planning and Zoning Commission;
- (2) An application for special permit use shall be filed with the Building and Zoning Clerk at least thirty (30) days prior to the next regularly scheduled meeting of the City Planning and Zoning Commission. Such application shall be in substantially the same form as shall be available at City Hall, shall contain all information requested thereon and any other material or information pertinent to the request which the Planning and Zoning Commission may require, and shall contain the notation of the Planning and Zoning Clerk that the appropriate fee has been paid to the City of Guyton.
- (3) Public Hearings, Public Hearing Procedures, standards for consideration of applications for Special Permit Uses, and conditions for approval.

(A) Required Public Hearings

No official action shall be taken on any proposed Special Permit Use unless one public hearing has been held. The public hearing shall be conducted by the Planning and Zoning Commission.

(B) Procedure for Calling a Public Hearing

1. Prior to scheduling required public hearings, applicants shall complete all submission requirements provided by the Planning and Zoning Director (e.g., forms, fees, deeds, maps, etc.).
2. After the applicant satisfies all submission requirements, the Planning and Zoning Director shall notify the applicant of the date, time, and place of the required public hearing. Notice of such hearing shall be provided via mail to the owner of the property that is the subject of the proposed action at least 30 days prior to the hearing.
3. At least 30, but not more than 45 days prior to scheduled public hearings, the Planning and Zoning Director shall publish in the newspaper of general circulation, notice of the date, time, place, and purpose of the public hearing.
4. Not less than 30 days prior to the date of a public hearing, the Planning and Zoning Director shall post in a conspicuous location on the property in question a sign which shall contain information regarding the hearing on the proposed Special Permit Use; specifically, the date, time, place, and purpose of the public hearing.
5. The primary goal of conducting public hearings on a proposed special permit use shall be to solicit pertinent factual information which will be beneficial in helping the Planning and Zoning Commission evaluate the merits of each specific proposed special permit use.
6. Notice to Property Owners. The Planning and Zoning Director shall give notice of the date, time, place, and purpose of public hearings to be held by the Commission on proposed special permit uses to the owners of all properties abutting any part of the property for which approval of a special permit use is sought. The failure to notify as provided in this section shall not invalidate any recommendations or action adopted hereunder.
7. Action of Planning and Zoning Commission. The Planning and Zoning Commission may approve the application as requested, or it may require conditions for approval, or it may deny the application.
8. Denial of Applications for Special Permit Uses. If the decision of the Planning and Zoning Commission is to deny the Special Permit Use, then the same property may not again be considered for a Special Permit Use until the expiration of at least six (6) months immediately following denial of the Special Permit Use by the Planning and Zoning Commission.
9. Appeals of Decision. Appeals of the Planning and Zoning Commission decision shall go to the City Council. A written appeal must be submitted

to the Planning and Zoning Director within fifteen (15) days of the decision from which appeal is taken.

(C) Procedure for Conducting a Public Hearing

Public hearings on special permits shall be conducted in the same manner as described in Section 1205 for zoning amendments.

(D) Standards for consideration of applications for Special Permit Uses

An application for a Special Permit Use may be granted by the Planning and Zoning Commission only if the applicant establishes to the satisfaction of the Planning and Zoning Commission that:

1. Neither the proposed use nor the proposed site upon which the use will be located will have significant adverse impact upon the value or quiet possession of surrounding properties greater than would normally occur from generally permitted uses in the zoning district. In reaching a determination on this standard, the Planning and Zoning Commission (or City Council if applicable) shall consider:

- a. The size of the proposed use compared with the surrounding uses;
- b. The intensity of the proposed use including amount to be generated, hours of operation, expanse of pavement, and similar measures of intensity of use, compared with surrounding uses.
- c. The potential generation of noise, dust, odor, vibration, glare, smoke, litter and other nuisances;
- d. Unusual physical characteristics of the site, including size of the lot, shape of the lot, topography, and soils, which may tend to aggravate adverse impacts upon surrounding properties;
- e. The degree to which landscaping, fencing and other design elements have been incorporated to mitigate adverse impacts on surrounding properties.

2. City or other facilities serving the proposed use will not be overburdened or hazards created because of inadequate facilities. In reaching a determination on this standard, the Planning and Zoning Commission (or City Council if applicable) shall consider:

- a. The ability of the traffic to safely move into and out of the site at the proposed location;
- b. The presence of facilities to assure the safety of pedestrians passing by or through the site;
- c. The capacity of the street network to accommodate the proposed use;
- d. The capacity of the sewerage and water supply systems to accommodate the proposed use;
- e. The capacity of the storm drainage system to accommodate the proposed use;
- f. The ability of the fire department to provide necessary protection services to the site and development.

3. The natural characteristics of the site, including topography, drainage, and relationship to ground and surface waters and floodplain shall not be such that the proposed use when applied on the site will cause undue harm to the environment or to neighboring properties.

(E) Conditions for approval of proposed Special Permit Uses

Upon consideration of the standards listed in section (D) above, the Planning and Zoning Commission and/or the City Council may require such conditions, in addition to those required by other provisions of the City of Guyton Zoning Ordinance, as it finds necessary to ensure compliance with those standards and all other applicable requirements of the Zoning Ordinance. Violation of any of those conditions shall be a violation of the Zoning Ordinance. Such conditions may include, but are not limited to, specifications for: type of landscaping/vegetation, increased setbacks and yards, buffers, specified sewage disposal and water supply facilities, hours of operation, operational controls, professional inspection and maintenance, sureties, location of piers, docks, parking, and signs, and types of construction.

Section 6. Article 10 – Enforcement and Administration, Section 1006 shall be amended in its entirety to now read as follows:

Section 1006. Variances

The Planning and Zoning Commission may authorize a variance from the requirements of this ordinance where it can be shown that owing to special and unusual circumstances related to a specific lot, strict application of the ordinance would cause an undue or unnecessary hardship. No variance shall be granted to allow the use of property for a purpose not authorized within the zoning district in which the proposed use would be located. In granting a variance, the Planning and Zoning Commission may attach conditions which it finds necessary to protect the best interests of the surrounding property or vicinity and otherwise achieve the purpose of this ordinance.

A. Conditions Governing the Granting of a Variance

A variance may be granted by the Planning and Zoning Commission only in the event that all of the following circumstances exist:

- (1) Exceptional or extraordinary circumstances apply to the property which do not apply generally to other properties in the same vicinity, and result from lot size or shape, topography or other circumstances over which the owners of the property since enactment of this ordinance have had no control;
- (2) The variance is necessary for the preservation of a property right of the applicant substantially the same as owners of property in the same zoning district or vicinity possess;
- (3) The variance would not materially be detrimental to the purposes of this ordinance or to property in the same zone or vicinity in which the property is located, or otherwise conflict with the objective of any city plan or policy;

- (4) The variance requested is the minimum variance which would alleviate the hardship;
- (5) The lot in question cannot yield a reasonable return unless the variance is granted; and
- (6) The need for a variance is not the result of the action of the owner or previous owner.

B. Public Hearings, Public Hearing Procedures, and Procedures for Taking Action on proposed Variances

(1) Required Public Hearings

No official action shall be taken on any proposed Variance unless a public hearing has been held by the Planning and Zoning Commission. Public Hearings on Variances shall be conducted in the same manner as described in Section 1205 for zoning amendments.

(2) Procedure for Calling a Public Hearing

(a) Prior to scheduling the required public hearings, applicants shall first complete all submission requirements provided by the Planning and Zoning Director (e.g., forms, fees, deeds, maps, etc.). A complete application must be filed (30) thirty days prior to the Planning and Zoning Commission meeting where the application will be heard. The application shall be substantially in the same form as shall be available at City Hall and shall contain the notation of the City Clerk or Finance Director that the appropriate fee has been paid and shall be accompanied by a list of names and addresses of all abutting property owners of the property for which the variance is requested, as shown by the current tax maps and indexes thereof. The failure to notify as provided in this section shall not invalidate any recommendations or actions adopted hereunder.

(b) The Planning and Zoning Director shall then notify the applicant of the date, time, and place of the required public hearing. Notice of such hearing shall be provided via mail to the owner of the property that is the subject of the proposed action at least 30 days prior to the hearing.

(c) At least 30, but not more than 45 days prior to scheduled public hearings, the Planning and Zoning Director shall publish in the newspaper of general circulation, notice of the date, time place, and purpose of the public hearing.

(d) Not less than 30 days prior to the date of a public hearing, the Planning and Zoning Director shall post in a conspicuous location on the property in question a sign which shall contain information regarding the proposed Variance; specifically, the date, time, place, and purpose of the public hearing.

(e) The official action shall not be taken on a proposed variance by the Planning and Zoning Commission until after the required public hearing has been conducted. The Commission may conduct more than one hearing if the Commission deems necessary.

(f) The primary goal of conducting public hearings on a proposed variance shall be to solicit pertinent factual information which will be beneficial in

helping the Planning and Zoning Commission evaluate the need of the proposed variance.

(3) Notice to Property Owners

The Planning and Zoning Director shall give notice of the date, time, place, and purpose of public hearings to be held by the Planning and Zoning Commission on proposed variances or special permits by mail to the owners of all properties abutting any part of the property proposed to be changed. The failure to notify as provided in this Section shall not invalidate any recommendations or action adopted hereunder.

(4) Action By Planning and Zoning Commission.

The Planning and Zoning Commission shall render its decision based on the variance criteria in Section 1006(A) above. The Planning and Zoning Commission shall notify the applicant within five days of its decision.

(5) Time Limit on Permit for Variance.

Authorization of a variance shall be void after one year unless substantial construction has taken place. However, the Planning and Zoning Commission may extend authorization for an additional period not to exceed one year, on request.

(6) Denial of Variances.

Decisions of the Planning and Zoning Commission may be appealed to the City Council as described in Section 1203 of this ordinance. If the decision of the Planning and Zoning Commission is to deny the Variance, then the same property may not again be considered for a Variance the expiration of at least six (6) months immediately following the defeat of the Variance by the Planning and Zoning Commission.

Section 7. Article 11 – Appeals, Section 1105 shall be amended in its entirety to now read as follows:

Section 1105. Court Review of City Council Action

(1) Any person, persons, or entities jointly or severally aggrieved by a final zoning decision may appeal the decision as provided in O.C.G.A. § 36-66-5.1.

(2) In order to comply with O.C.G.A. § 36-66-5.1(c), the Mayor or Planning and Zoning Director, as appropriate, is authorized to issue certiorari bonds and certificates of costs.

(3) For purposes of certiorari proceedings, the Mayor or Planning and Zoning Director, as appropriate, is authorized to accept service.

Section 8. Article 12 – Amendments to the Zoning Ordinances, Section 1205 shall be amended in its entirety to now read as follows:

Section 1205. Public Hearings, Public Hearing Procedure, and Rezoning Standards

(1) Required Public Hearings

No official action shall be taken on any proposed zoning amendment unless a public hearing has been held. The public hearing shall be conducted by the Planning and Zoning Commission.

(2) Procedure for Calling a Public Hearing

(a) Prior to scheduling of the required public hearing, applicants shall first complete all submission requirements provided by the Planning and Zoning Director (e. g., forms, deeds, maps, etc.) Incomplete applications shall not be processed. There shall be no amendment made to the application once submitted.

(b) The Planning and Zoning Director shall then notify the applicant of the date, time, and place of the required public hearing. Notice of such hearing shall be provided via mail to the owner of the property that is the subject of the proposed action at least 30 days prior to the hearing.

(c) At least 30, but not more than 45, days prior to scheduled public hearings, the Planning and Zoning Director shall publish in the newspaper of general circulation, notice of the date, time, place, and purpose of the public hearing.

(d) If a zoning amendment is for the rezoning of property, the public notice shall also include: (1) the location of the property; (2) the present zoning classification of the property; and (3) the proposed zoning of the property.

(e) Not less than 30 days prior to the date of a public hearing, the Planning and Zoning Director shall post in a conspicuous location on the property in question a sign which shall contain information regarding the proposed rezoning (specifically, the date, time, place, and purpose of the public hearing).

(f) No official action shall be taken on a proposed amendment by the City Council until after the required public hearings have been conducted.

(g) The primary goal of conducting public hearings on proposed zoning amendments shall be to solicit pertinent factual information which will be beneficial in helping the Planning and Zoning Commission and the City Council evaluate the merits of each specific proposed amendment.

(3) Notice to Property Owners.

The Planning and Zoning Commission shall give notice of the date, time, place, and purpose of public hearings to be held by it on proposed amendments or supplements by mail to the owners of all properties abutting any part of the property proposed to be changed. The failure to notify as provided in the Section shall not invalidate any recommendations adopted hereunder.

(4) Action on Planning and Zoning Commission.

The Planning and Zoning Commission may recommend that the application be granted as requested, or it may recommend a modification of the zoning amendment requested in the application, or it may recommend that the application not be granted. These recommendations shall then be certified to the City Council.

(5) Action of the City Council.

The City Council shall consider the recommendations of the Planning and Zoning Commission and vote on the proposed amendment to the text or map of the Zoning Ordinance after the Planning and Zoning Commission's public hearing. If the proposed amendment is not recommended by the Planning and Zoning Commission, the favorable vote of a majority of the entire membership (3 of 4 members) of the City Council shall be required to make the amendment effective. The applicant and others so requesting shall receive notice of the decision of the City Council through the Planning and Zoning Director.

(6) Conditions of Zoning Amendments.

Upon consideration of the standards listed below, the Planning and Zoning Commission may recommend and the City Council may require such conditions, in addition to those required by other provisions of this Ordinance. Violation of any of those conditions shall be a violation of this Ordinance. Such conditions may include, but are not limited to, specifications for: type of landscaping/vegetation, increased setbacks and yards, specified sewage disposal and water supply facilities, hours of operation, operational controls, professional inspection and maintenance, sureties, location of piers, docks, parking and signs, and types of construction.

(7) Denial of Rezoning.

If the decision of the City Council is to deny the rezoning of property, then the same property may not again be considered for rezoning until the expiration of at least six (6) months immediately following the denial of the rezoning by the City Council.

(8) Action by City to Rezone Property to Original Zoning.

When an amendment (rezoning) has been granted for a parcel of land on request by the owner or his agent and no building permit has been applied for within twelve (12) months of the date of the rezoning, the Planning and Zoning Director will initiate action to rezone the parcel to its original zoning. The procedures in this article shall be followed, except that no fees shall be paid.

(9) Procedure for Conducting a Public Hearing

(a) All public hearings on zoning amendments shall be chaired by either the Chairman of the Planning and Zoning Commission or the Mayor of Guyton or their designees.

(b) A secretary shall record the proceedings of the public hearing. If requested by any party, verbatim transcripts of the public hearing can be prepared, but only if requested and purchased in advance by the requesting party.

(c) The record of the public hearing and all evidence submitted at the public hearing shall be recorded as such and become a permanent part of the particular zoning amendment's file.

(d) The Chairman of the Planning and Zoning Commission or his or her designee shall preside at the public hearing and shall identify speakers, maintain order, and conduct the public hearing.

(e) The process to be followed in conducting these hearings shall be as follows:

1. The presiding officer shall open the hearing by setting the specific zoning amendment being considered at the public hearing.

2. Speakers at the public hearing shall be allowed no less than ten (10) minutes per side for the presentation of data, evidence, and opinions, provided, however, that the presiding officer may at his or her discretion elect to extend this time period equally to proponents and opponents. .
3. The presiding officer shall recognize the individual parties wishing to testify or present evidence and allow them to present this information.
4. Once all parties have concluded their testimony, the presiding officer shall adjourn the public hearing.

(10) Zoning Amendment Criteria

The following factors will be used to determine whether the rezoning is appropriate:

- (a) Whether the rezoning is a logical extension of a zoning boundary which would improve the pattern of uses in the general area;
 - (b) Whether the rezoning is an illogical extension of a zoning boundary;
 - (c) Whether the rezoning is likely to lead to neighborhood deterioration, the spread of blight, and requests for additional zoning of a similar nature which would expand the problem;
 - (d) Whether the rezoning would result in spot zoning or generally be unrelated to either existing zoning or the pattern of development of the area;
 - (e) Whether the rezoning would create traffic which would traverse established single-family neighborhoods on minor streets, leading to congestion, noise and traffic hazards;
 - (f) Whether the rezoning conforms to the general expectations for population growth and distribution;
 - (g) Whether the rezoning would limit options for the acquisitions of future planned public facility sites, roads, open-space, etc.;
 - (h) Whether the rezoning would result in major changes in existing levels of public service, and/or fiscal stability;
 - (i) Whether the rezoning would achieve short term goals at the expense of long-term development goals;
 - (j) Whether the rezoning will adversely affect property values in the adjacent areas;
 - (k) Whether the rezoning will have an adverse physical impact on surrounding properties;
 - (l) Whether there are substantial reasons why the property cannot be used in accordance with its present zoning classification; and
 - (m) Whether the rezoning conforms to policies and recommendations contained in the Guyton and/or Effingham County Comprehensive Plan.
- A negative finding on one or more of these criteria shall not preclude approval of a rezoning.

Section 9. If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

Section 10. This ordinance shall become effective immediately upon its adoption by the City Council.

Section 11. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Approved this the _____ day of _____, 2023.

CITY OF GUYTON

RUSS DEEN, Mayor

ATTEST:

MATTHEW WALKER, City Clerk

STATE OF GEORGIA
CITY OF GUYTON

ORDINANCE # 2023-06

AN ORDINANCE TO ANNEX CERTAIN PROPERTY INTO THE CITY OF GUYTON, GEORGIA PURSUANT TO CHAPTER 36 OF TITLE 36 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, AND TO AMEND THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF GUYTON, GEORGIA, AS AMENDED, TO REZONE CERTAIN PROPERTY CURRENTLY KNOWN AS EFFINGHAM COUNTY PARCEL NO. 03190013 FROM EFFINGHAM COUNTY ZONING CLASSIFICATION AR-2 TO CITY OF GUYTON ZONING CLASSIFICATION R-1; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION 1. That the area contiguous to the City of Guyton, currently known as Effingham County Parcel No. 03190013 is hereby annexed into the City of Guyton and is made a part of said city.

SECTION 2. That the zoning ordinance and Official Zoning Map of the City of Guyton, Georgia, as amended, be amended so that Parcel No. 03190013 (currently zoned Effingham County zoning classification AR-2), shall be rezoned to City of Guyton zoning classification R-1.

SECTION 3. That the City Zoning Official and/or the City Clerk of Guyton is instructed to send within 30 days of the effective date of this ordinance an annexation report required under O.C.G.A. § 36-36-3 to: (1) the governing authority of Effingham County; (2) the Georgia Department of Community Affairs; and (3) the United States Census Bureau. The annexation report shall contain all information required under O.C.G.A. § 36-36-3.

SECTION 4. This ordinance shall become effective upon adoption.

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

ADOPTED this ____ day of _____, 2023 by the Mayor and Council
Members of the City of Guyton, Georgia.

THE CITY OF GUYTON, GEORGIA

By: _____
Russ Deen, Mayor

By: _____
Michael Johnson, Mayor Pro Tempore

By: _____
Joseph Lee, Councilman

By: _____
Hursula Pelote, Councilwoman

By: _____
Marshall Reiser, Councilman

Attested: _____
Matthew D. Walker, City Clerk

AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES



City of Guyton

This agreement is made and entered into this ____ day of _____, 2023, 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 (hereinafter "Owner"), whose address for any formal notice is 310 Central Blvd Guyton, Georgia 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, Ste. 100, Richmond Hill, GA 31324.

Owner and EOM agree:

1. General Conditions and Definitions

18.1 General

1.1.1 All grounds, facilities, equipment and vehicles now owned by the Owner or acquired by Owner shall remain the property of the Owner.

1.1.2 This agreement shall be governed by and interpreted in accordance with the Laws of the State of Georgia.

1.1.3 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.

1.1.4 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.

1.1.5 This Agreement, including Appendices, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "Owner" and "EOM" shall include their respective officers, agents, directors, elected or appointed officials, and employees.

1.1.6 Time is of the essence.

18.2 Definitions

1.2.1 "Base Fee" means the compensation paid by Owner to EOM for the base services defined in Section 2 of this Agreement for any year of the Agreement related to labor, employee benefits, overhead, general liability, workers compensation, payroll taxes, personal protective equipment, cellular phones and uniforms. The Base Fee is specified in Section 5.1 of this Agreement for and will be renegotiated annually. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services.

1.2.2 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner's NPDES permit. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides, and herbicides.

1.2.3 "BOD" means Biochemical Oxygen Demand.

1.2.4 "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).

1.2.5 "Change in the Scope of Services" means those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement which are anticipated as long-term events (greater than one year). Such events or services include, but are not limited to, services and/or cost presently the responsibility of Owner, newly mandated regulatory requirements, construction and the impact thereof, and changes in the Project(s) characteristics.

1.2.6 "Incidental Services" means those services requested by Owner incidental to/or not specifically identified or included in EOM's Costs, 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.

1.2.7 "Project" means all equipment, vehicles, grounds, and facilities described herein, and, where appropriate, the operations, maintenance, and management of such 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.

1.2.8 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Thousand Dollars (\$5,000.00) and/or are deemed by the Owner to be a Capital Expenditure; or (2) Major Repairs that significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000.00); or (3) expenditures that are planned, non-routine, and budgeted by Owner.

1.2.9 "Repair Costs" 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.

1.2.10 "Major Repairs" means those repairs that significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000.00).

1.2.11 "Preventive Maintenance Cost" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or EOM to maximize the service life of the equipment, sewer, vehicles, and facility.

1.2.12 "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 showdowns 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.

1.2.13 "TSS" means total suspended solids.

1.2.14 "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 acknowledges and agrees that it SHALL:

2.1 General

2.1.1 Provide operations services to include the Owner's water treatment and distribution systems, wastewater collections systems, wastewater treatment system and streets. 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.

2.1.2 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 4 of this Agreement.

2.1.3 Alter as needed the process and/or 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 Five Thousand Dollars (\$5,000.00).

2.1.4 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. A Class 1 Water and Class 1 Wastewater Operator will provide oversight on the Project.

2.1.5 Maintain a computerized maintenance management system (CMMS) software platform for operations and maintenance. The CMMS software platform will track all preventative and corrective maintenance activities, cost and histories. Historical data will be readily available. The data will belong to the Owner at the end of the term of this Agreement.

2.1.6 Maintain a detailed inventory control system for routine and critical spare parts to include current levels, purchasing history and usage.

2.1.7 EOM agrees to provide job-related training for personnel 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.

2.1.8 Place, at each permanently staffed project facility, a copy of EOM's Corporate Safety Program, and provide all employees training specific to this Program within forty-five (45) days from the effective date of this Agreement. This program will include weekly documented safety training, job safety analysis, emergency response plan, chemical hygiene plan, and an annual safety review.

2.1.9 Provide documentation and assistance for the Owner to enforce all warranties on new equipment after the effective date of the Agreement.

2.1.10 Be responsible for the operation and monitoring of the Project 24 hours per day, 7 days per week. Staffing levels will be sufficient to meet safety requirements and all regulatory agency requirements at all times,

including response 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.

2.1.11 Maintain aesthetics of the facilities:

2.1.11.1 In general, maintain all facilities in a clean, neat, and orderly fashion.

2.1.11.2 Administrative and other occupied spaces shall be kept clean, dry, and habitable.

2.1.11.3 Other spaces and floors shall be free of sewage, screenings, sludge, and debris.

2.1.11.4 Equipment, tools, and materials will be properly stored.

2.1.11.5 Grass shall be maintained, and other grounds shall be free of noxious weeds.

2.1.12 Assist Owner in the annual budget preparation process to include a list of all anticipated capital expenditures and operating budgets.

2.1.13 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.

2.1.14 Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.

2.1.15 Document all repairs and maintenance performed for the project. Owner shall have the right to inspect these records during normal business hours.

2.1.16 Provide Owner with monthly reports containing treatment performance data, completed work orders, budget expenses, inventory and project updates.

2.1.17 EOM shall perform services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.

2.1.18 EOM agrees to abide by, and be in compliance with, all applicable federal, state, and local laws. EOM agrees to cooperate with Owner and timely provide any records within its possession, custody or control requested by Owner which may be subject to Owner's disclosure requirements under the Georgia Open Records Act.

2.2 Wastewater Treatment Plant

2.2.1 Within the design capacity and capability of the Wastewater Treatment Plant, manage, operate, and maintain the facility so that effluent discharged from the facility meets the requirements specified in NPDES Permit No. GAJ040010, unless one or more of the following occurs: (1) Plant influent does not contain Adequate Nutrients to support operation of the facility's' biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing process(es) and facility; (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.

2.2.2 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.

2.2.3 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.

2.2.4 Manage 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.

2.2.5 Perform all laboratory testing and sampling currently required by the NPDES permit. EOM to implement industry standard Quality Assurance/Quality Control (QA/QC) laboratory program. Additional external 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.

2.2.6 Prepare monthly reports as required by the current NPDES permit for the wastewater and water treatment facility and transmit to appropriate agencies.

2.2.7 Develop and implement a wastewater treatment plant operations and maintenance program and document all activities in a CMMS platform.

2.3 Water Treatment

2.3.1 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 above acceptable limits.

2.3.2 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.

2.3.3 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.

2.3.4 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.

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

2.4 Wastewater Pump Stations

2.4.1 Conduct daily checks on weekdays and record findings of each lift station via SCADA. Check all stations without RTUs on an as-needed basis to ensure proper operation.

2.4.2 Within the design capacity and capability of the Project, manage, operate, and maintain the wastewater pump stations to ensure 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.

2.4.3 Respond to pump station alert notifications via electronic communications and for those requiring on site response within one (1) hour of notification. 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 additional services necessary. If no contact is made within the specified time, EOM is authorized to secure the necessary services. Owner shall be invoiced in accordance with Section 5.1.

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 pump station cannot be repaired using equipment assigned to the Project for EOM's use and in accordance with OSHA requirements, EOM will bypass the affected area (when possible) 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 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 Section 5.1.

2.4.5 Manage the disposal of screenings, grit, scum, and other debris to 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.

2.4.6 Maintain a record of activities, including: for routine cleaning, the date, location, and, to the degree possible, cause(s); and for other observations or activities, a record of the date, time, and a brief description.

2.5 Wastewater Collections and Transportation System

2.5.1 Within the design capacity and capability of the Project, manage, operate, and maintain the wastewater collection and transportation system 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.

2.5.2 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 Section 5.1.

2.5.3 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 and in accordance with OSHA requirements, EOM will bypass the affected area (when possible) 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 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 Section 5.1.

2.5.4 Manage the disposal of screenings, grit, scum, and other debris to 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.

2.5.5 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; and for other observations or activities, a record of the date, time, and a brief description.

2.5.6 Assist Owner with dye and smoke testing to locate laterals, broken lines, and illegal connections.

2.5.7 Repair gravity sewer and force main lines as required utilizing available Owner's equipment.

2.5.8 Report to the Owner, on a monthly basis, corrective repairs accomplished, as well as those needed for collection system operation, including all grinder pumps.

2.5.9 Provide timely sewer line locates, within three (3) business days of request if directed by 'Call 811'.

2.5.10 EOM shall perform repairs to sewer taps as requested by the Owner.

2.5.11 In the course of performing work on the Owner's wastewater collections and transportation system, EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation related to utility repairs under 4 feet wide and 4 feet long, and backfilling and compaction of such excavation in accordance with 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 finished 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 or all excavation, backfilling and compaction, and resurfacing operations to assure conformance with Owner's standards and specifications for such construction.

2.5.12 EOM shall be entitled to receive additional compensation for service requests requiring alteration, modification, addition or deletion of any existing collection system components pursuant to Section 2.10 Scope Changes.

2.5.13 Respond to emergency conditions without a work order and within one (1) hour of being notified or otherwise learning of such emergency.

2.5.14 New 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.

2.6 Water Meters

2.6.1 EOM will provide meter reading and meter repair. The scope of work will focus on replacement on an as-needed basis and customer satisfaction.

2.6.2 Read all water meters as required by the Owner's current schedule.

2.6.3 Perform all Owner-issued service orders consisting of service and delinquent connects and disconnects, rereads, accuracy and pressure tests, service leak repairs, and malfunction (still) meter replacements.

2.6.4 Provide computerized process control data on connects, disconnects, and replacement meters.

2.6.5 Make timely/priority response to calls from citizens relating to repairs or inquiries about the water system.

2.6.6 Any new service connections will be done by the Owner or provided by EOM to be billed as incidental services.

2.6.7 EOM will perform the installation of water meters for new residential or commercial construction.

2.6.8 EOM will perform services for new meter installations under 2" and no more than 10 meters 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.

2.6.9 Complete work orders for disconnections, reconnections, meter tests, and other general work orders for existing water services 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.

2.6.10 Owner will establish reading routes for new service areas.

2.6.11 Respond to emergency conditions without a work order and within one (1) hour of being notified or otherwise learning of such emergency.

2.7 Water Distribution System

2.7.1 Within the design capacity and capability of the Project, 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.

2.7.2 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 and in accordance with OSHA requirements, EOM will bypass the affected area (when possible) 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 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.

2.7.3 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.

2.7.4 EOM shall be entitled to receive additional compensation for service requests requiring alteration, modification, addition or deletion of any existing water distribution system components pursuant to Section 2.10 Scope Changes.

2.7.5 Maintain a water distribution system flushing program that will include, as a minimum, regular flushing of dead-end system main lines.

2.7.6 EOM shall affect proper repair of any water distribution system leaks or breaks which occur within any 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 property occupants available or post notice to contact EOM.

2.7.7 Provide timely water line locates, within three (3) business days of request if directed by 'Call 811'.

2.7.8 Perform repairs water hydrants as requested by the Owner.

2.7.9 In the course of performing work on the Owner's distribution system, EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of such excavation in accordance with 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 finished 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 or all excavation, backfilling and compaction, and resurfacing operations to assure conformance with Owner's standards and specifications for such construction.

2.7.10 New water taps will be the responsibility of the developer, 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 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.

2.8 Streets

2.8.1 Perform maintenance for all streets, right-of-way and medians within the Owner's current municipality. Maintenance services shall include litter and debris removal, mowing and edging, pothole repairs, ditch cleaning, traffic control device repairs, sidewalk repairs and graffiti removal.

2.8.2 Repair, replace, and install City traffic control devices as needed per MUTCD guidelines utilizing Owner supplied equipment. Roadway restriping, installation of continuous rumble strips, replacement and/or installation of raised pavement markers, and installation of electronic traffic control devices shall be considered out of scope capital improvements.

2.8.3 Maintain and repair Owner sidewalks as needed within the Owner's Municipal boundaries. A sidewalk repair shall be defined as having an area equal to or less than 60 square feet.

2.8.4 EOM will address potholes for streets within the Owner's current municipality. Pothole repairs shall be defined as any breach in an asphalted public road surface no more than 2 inches in depth and 24 inches at its widest point. All requested road repairs beyond these parameters shall be considered incidental services. EOM will utilize Owner supplied equipment for repairs. If such equipment is not available, EOM will secure the equipment necessary to complete the repairs. Owner shall be invoiced in accordance with the out-of-scope provisions of this Agreement.

2.8.5 Provide yard waste pickup once a week.

2.8.6 Mow rights-of-way within the Owner's City limits twice per month during the growing season based on acceptable weather conditions.

2.8.7 EOM will respond within one (1) hour of a report of any emergency traffic condition, as determined by the Police or Fire departments. EOM's response shall be limited to municipal street and municipal jurisdiction repairs that can be made using equipment and supplies currently available to EOM.

2.8.8 EOM will promptly report any observed need for maintenance on a street that is not a municipal street.

2.8.9 Maintain all city-owned and city-controlled easement and ditches used for storm water drainage to allow for free flowing conditions utilizing Owner's or third-party equipment. Owner shall pay for third-party equipment costs. Any repairs requiring additional personnel not allocated to the Project will be reviewed with Owner prior to completion of work.

2.8.10 EOM will utilize inmate labor currently allocated to the department for public works activities.

2.8.11 EOM will assist the City during budget preparation and provide a list of recommended capital projects related to road resurfacing, traffic safety improvements, sidewalk replacements and drainage infrastructure improvements.

2.9 Watershed Protection Plan

2.9.1 Conduct one stream clean up event annually.

2.9.2 Provide two (2) educational brochures for distribution with utility billing for a total of 1,278 brochures distributed annually.

2.9.3 Inspect fifty percent (50%) of all sewer system stream crossings and/or sewer lines directly abutting stream segments to ensure one hundred percent (100%) of the system is inspected on a two year rotating basis.

2.9.4 Monitor all parameters, except metals and bacteria, four (4) times per year during three (3) dry weather days (no rain event over previous 72 hours) and one (1) wet weather day (at least 0.2 inches rainfall and at least 72 hours since the last storm event). The wet weather event will be collected as a composite of three (3) grab samples collected over the stream hydrograph. The four (4) sampling events will take place during the summer season (April – October). Metals will be monitored once annually during the wet weather event.

2.9.5 Perform bacteria sampling, including fecal coliform and E. Coli, based on a geometric mean (geomean) requiring the collection of four (4) samples over a thirty-day period. One bacteria sampling will be performed during May to July and one sampling will be performed during August to October to calculate two (2) geomeans per year.

2.9.6 Provide quarterly updates of sampling events, sampling results and BMP implementation activities.

2.9.7 Complete the annual certification and report for submission to EPD by June 30th, 2024 for the 2023 reporting year.

2.10 Scope Changes

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

2.10.1 Any change in Project operations, personnel qualifications, required certifications, staffing or other cost which is a result of a new regulatory requirement, Force Majeure event or Unforeseen Circumstances. As soon as practical after a new regulatory requirement, Force Majeure event or Unforeseen Circumstance becomes known, EOM shall submit to Owner a proposed increase in fee as a result of such events or circumstances and EOM and Owner shall negotiate in good faith for an agreement for the increase in fee. Until such time as an agreement of the increased fee is reached, but for no longer than 60 days, 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.

2.10.2 Owner's request of EOM, and EOM's consent, to provide additional services. As soon as practical after additional services are requested by Owner, EOM shall submit to Owner a proposed increase in fee as a result of such request and EOM and Owner shall negotiate in good faith for an agreement for the increase in fee. Until such time as an agreement of the increased fee is reached, but for no longer than 60 days, 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.

2.10.3 Third Party expenses associated with the Owner's request.

2.10.4 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.

2.10.5 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.

2.10.6 As soon as practical after a new regulatory requirement, Force Majeure event, Unforeseen Circumstance and/or additional services are requested by Owner, EOM shall submit to Owner a proposed increase in fee as a result of such request and EOM and Owner shall negotiate in good faith for an agreement for the increase in fee. Until such time as an agreement of the increased fee is reached, but for no longer than 60 days, 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.

3. Repairs and Maintenance Expenses

3.1 Provide and document all maintenance and repair costs within the facilities' capabilities for the Project.

3.2 Owner will be provided with an accounting on maintenance and repair costs on a monthly basis.

3.3 The total annual limit for maintenance and repair costs shall not exceed the current approved budget. Any expenditure over the budgeted amounts must be approved and a detailed breakdown of these expenses must be submitted to the Owner. These limits shall be negotiated annually each year.

3.4 Repairs exceeding Five Thousand Dollars (\$5,000.00) will not be made without written consent of Owner.

3.5 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 Seventy Thousand Five Hundred Dollars (\$7,500.00). 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. Owner reserves the right to review and approve any emergency invoices.

3.6 Repair 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 and charge such services to the repairs and maintenance budgets. EOM will provide Owner with a detailed monthly report and accounting of all repairs.

3.7 Expenses identified herein shall be invoiced to Owner on a monthly basis at EOM's Cost plus twenty percent (20%).

4. Owner's Responsibilities

4.1 The Owner shall pay for all repairs and maintenance expenditures for (1) the purchases of new equipment; (2) major repairs that significantly extend equipment or facility service life; (3) expenditures that are planned, non-routine, and budgeted by the Owner.

4.2 Maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Owner, to the extent the maintenance thereof is not a responsibility of EOM hereunder.

4.3 Pay all amounts associated with the occupancy or operation of the System and the performance of the Services, including, but not limited to, all property, franchise or other taxes 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.

4.4 The Owner shall provide all licenses and insurance for Owner-supplied vehicles used in connection with the Project.

4.5 The Owner shall provide for EOM's use of all vehicles and equipment currently at the Project, including the vehicles described in Appendix D.

4.5.1 Owner understands the scope of services do not include fleet maintenance and repair services. Repairs and maintenance for all vehicles and equipment will be performed by a third party maintenance and repair facility. Expenses will be applied to the vehicle and equipment budget unless repairs are the direct result of negligence on EOM's behalf.

4.5.2 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.

4.6 The Owner agrees to not offer employment or other compensation to Personnel of EOM directly working on this project for a period of two (2) years after the end date of this Agreement or said employees' reassignment from this project without the mutual consent of EOM and the Owner.

4.7 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. Additional expenses related to inaccurate or incomplete information will be the responsibility of the Owner.

4.8 The Owner shall pay for all Capital Expenditures. Any loss, damage or injury resulting from Owner's failure to provide capital improvements and/or funds when reasonably requested by EOM or when required to comply with all applicable laws, regulations or permit requirements related to the Project shall be the sole responsibility of Owner.

4.9 Owner shall provide to EOM as soon as practical after this Agreement is signed copies of all maintenance and service records maintained by Owner for all equipment, machinery and other plant facilities for which EOM will be responsible to operate, service or maintain under this Agreement.

5. Compensation, Payment and Base Fee Adjustment Formula

5.1 Compensation

5.1.1 Owner shall pay to EOM as compensation for services performed under this Agreement a Base Fee of Four Hundred Ninety-Three Thousand One Hundred Sixty Dollars (\$493,160.00) for the first year of this Agreement. Subsequent years' Base Fee shall be determined as hereinafter specified. Upon each year base fee negotiation, EOM shall continue to invoice Owner at the previous amount until the new year price is agreed upon. Upon written agreement between the parties as to the new year base fee, EOM shall issue an invoice retroactively adjusting the previous base fee amount.

5.1.2 Changes in the Base Fee shall be negotiated annually sixty (60) days from the expiration of the current term. Base Fee adjustments shall be negotiated using labor, benefits, direct and indirect costs as the basis of adjustment for base fee. Owner and EOM agree that good-faith negotiations resulting in mutual Agreement is the preferred methodology to be used to determine changes in the Base Fee. In the event that Owner and EOM fail to agree, the Base Fee may be determined by the application of the Base Fee adjustment formula shown in Section 5.3. In the event that Owner & EOM fail to agree on any single component listed above, the Base Fee adjustment formula shown in Section 5.3 may be utilized to effect the change.

5.1.3 Requests by Owner that are incidental to the Scope of Services, including capital repair expenditures, shall be invoiced to Owner on a monthly basis at EOM's Cost plus twenty percent (20%).

5.1.5 The services provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by a new regulatory requirement, Force Majeure event(s) or Unforeseen Circumstances will be billed to the Owner for reimbursement subject to Sections 1.2.12, 1.2.14, 2.10.6 and 3.7 above.

5.2 Payment of Compensation

5.2.1 One-twelfth (1/12) of the Base Fee for the current term shall be due and payable on the first of the month for each month that services are provided.

5.2.2 All other compensation to EOM is due on receipt of EOM's invoice and payable within fifteen (15) days.

5.2.3 Owner shall pay EOM interest at an annual rate equal to nine percent (9%) on all invoiced amounts outstanding and unpaid over fifteen (15) calendar days, such interest being calculated from the due date of the payment.

5.3 Base Fee Adjustment Formula

$$ABF = BF \times AF$$

Where:

$$\begin{aligned} ABF &= \text{Adjusted Base Fee} \\ BF &= \text{Base Fee specified in Section 8.1} \\ AF &= \text{Adjustment Factor as determined by the formula:} \\ AB &= [((ECI).50) + ((CPI).50)] + 1.02 \end{aligned}$$

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: CUUROOOSAO.

6. Term

6.1 The initial term of this Agreement shall be for twelve (12) months commencing on June 1, 2023. This agreement shall automatically renew for an additional twelve (12) months following the expiration of the initial term.

6.2 The initial term of this agreement shall end on May 31st, 2024, with each of the succeeding terms beginning on June 1st of each succeeding year and ending on May 31st of the following year.

6.3 This agreement shall renew automatically, unless notice of nonrenewal is provided 90 days prior to the date of renewal. Owner shall notify EOM as provided at Paragraph 1.1.4 hereof, of its intent not to renew.

6.4 Owner may terminate this Agreement for a material breach of the terms of this Agreement by EOM, but only after providing written notice of the breach and allowing EOM thirty (30) days to commence remediation of the breach and a reasonable time thereafter to complete remediation of the breach.

6.5 EOM may terminate this Agreement for a material breach of the terms of this Agreement by Owner, including failure to make payments when due under the terms of this Agreement, but only after providing written notice of the breach and allowing Owner thirty (30) days to make payment or otherwise commence remediation of the breach and a reasonable time thereafter to complete remediation of the breach (other than non-payment).

6.6 Either party may terminate this Agreement without cause and for convenience, but the agreement cannot be terminate until sixty (60) days after sending Notice of Intent to Terminate the Agreement for Convenience.

7. Indemnity and Liability

7.1 EOM shall indemnify, defend and hold harmless Owner, its officers, directors, agents, employees, successors and assigns from and against any and all actions, causes of action, claims, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, for loss or destruction of or damage to any tangible property or for bodily injury, sickness, disease or death sustained by any person, if such damage, destruction, injury, sickness, disease or death was caused by, arose out of or was connected with the performance of its obligations under this Agreement, but only if and to the extent and proportion that the negligence, actions, or inactions of EOM or its employees or agents caused or contributed to such injury or damage, whether or not such damage, destruction, injury, sickness, disease or death was caused in part by the negligence of Owner.

7.2 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.

7.3 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 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.

7.4 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 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 Owner 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.

7.5 EOM's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of EOM's scope to test for or eliminate waterborne bacteria or viruses except as required by current laws and regulations.

8. Insurance

8.1 EOM shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision, showing the City of Guyton as "Additional Insured" except for Workers Compensation:

8.1.1 Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the project is performed.

8.1.2 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.

8.1.3 Commercial General Liability Insurance with limits of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate, covering 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.

8.2 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:

8.2.1 Property Damage Insurance for all property, including Owner-supplied vehicles and equipment, for the full fair market value of such property.

20.2.2 Liability Insurance for all motor vehicles and equipment provided by Owner and operated by EOM under this Agreement. (Current list incorporated herein as Appendix D, as the same may be amended with the consent of both parties from time to time.)

8.3 Owner and EOM hereby waive any right of subrogation against the other for all coverages and policies of insurance required to be carried under this Agreement and further waive any claims against the other for all damages and claims covered under such insurance policies.

9. Labor Disputes

9.1 In the event activities by Owner's employee groups or unions causes disruption in EOM's ability to perform the Project, Owner, with EOM's assistance, or EOM, at its own option, may seek appropriate injunctive court orders

during any such disruption. EOM shall operate the facilities on a best efforts basis until any such disruptions cease, but EOM cannot assure compliance with all contract conditions during such disruptions.

10. Force Majeure

10.1 EOM shall be liable 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 control due to any force majeure event or unforeseen occurrence as identified in Section 1.2.12 and 1.2.14 above. Should such event occur, the party declaring the event will notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure.

11. Access to the Facilities and Property

11.1 Owner will make its facilities accessible to EOM as required for EOM's performance of its services, and will secure access to any other Owner property necessary for performance of EOM's services.

11.2 EOM shall provide 24-hour per day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's employees so designated by Owner's Representative. Keys for the Project shall be provided to Owner by EOM. All visitors to the Project shall comply with EOM's operating and safety procedures.

12. Changes

12.1 Owner and EOM may mutually make changes regarding the general scope of services of this Agreement. 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.

13. No Third-Party Beneficiaries

13.1 This Agreement gives no rights or benefits to anyone other than Owner and EOM and 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.

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 of this Agreement.

16. Entire Agreement

16.1 Should any provision of this contract or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, Owner and EOM may mutually agree to a modification of this contract 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. Liability, Fines and Civil Penalties

17.1 EOM shall be liable for any fines or civil penalties which may be imposed by any regulatory agency for violations of the effluent quality requirements specified in Section 2, but only if and to the extent the purported violations resulted from negligent acts of EOM or its employees, contractors or agents.

17.2 Owner shall be liable for any fines or civil penalties which may be imposed by any regulatory agency for violations of the effluent quality requirements specified in Section 2, but only if and to the extent the purported violations resulted from negligent acts of Owner or its employees, contractors or agents.

17.3 EOM and Owner both agree to cooperate with and assist the other in providing any documents or testimony needed to contest any fine imposed by any regulatory agency and the cost of contesting the fine will be borne by the party responsible for paying the fine under the provisions of Sections 17.1 and 17.2 above.

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: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

Wastewater Treatment Plant

A.1. Wastewater Treatment Plant(s) Design Capacity as outlined in NPDES Permit GAJ040010 effective November 1, 2021.

A.2 All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Wastewater Treatment Plant located at:

City of Guyton Wastewater Treatment Plant – 0 Riverside Drive Guyton, GA 31312

A.3 The cost of operations services is based on the current permit capacity and requirements. A change of ten percent (10%) or more in any of these characteristics during the term of this Agreement shall constitute a change in scope.

APPENDIX B

Wastewater Pumping Stations

B.1 The Wastewater Pumping Stations, including equipment, systems, and structural appurtenances, all encompassing, within the perimeter fencing of each pumping station within the jurisdiction of the Owner's service area with the exception of generators and bypass pumps, however coordination and oversight of third party service agreements for preventive maintenance is included. Pumping facilities sites include the following:

Asset ID	Asset Description	Location	Site	Asset Sub-Type
GY-LS-01	WEST CENTRAL STATION	202 Central Avenue	Guyton	Wastewater Pump Station
GY-LS-02	HIDDEN CREEK	41 Hidden Creek Drive	Guyton	Wastewater Pump Station
GY-LS-03	MARTHA DRIVE	120 Martha Drive	Guyton	Wastewater Pump Station
GY-LS-04	GRIFFIN ROAD	658 4th Street Extension	Guyton	Wastewater Pump Station
GY-LS-05	LINTON LANE	102 Linton Lane	Guyton	Wastewater Pump Station
GY-LS-06	MOSSY HOLLOW	Beauregard Boulevard	Guyton	Wastewater Pump Station
GY-LS-07	SUMMER PLACE	9 Easy Street	Guyton	Wastewater Pump Station

B.2 The estimated Cost for services under this specification is based on the type and quantity of facilities in existence on the date services are first provided under this Agreement. Any change in any of these characteristics shall constitute a Change in Scope.

APPENDIX C

Water Wells

C.1 The Water Wells, including equipment, systems, and structural appurtenances, all encompassing, within the perimeter fencing of each well within the jurisdiction of the Owner's service area with the exception of generators, however coordination and oversight of third party service agreements for generator preventive maintenance is included. Well facilities sites include the following:

Asset ID	Asset Description	Location	Site	Asset Type
GY-WELL-01	CITY WELL_1	202 Central Avenue	Guyton	WELL
GY-WELL-02	CITY WELL_2	206 Pine Street	Guyton	WELL
GY-WELL-03	CITY WELL_3	204 Magnolia Street	Guyton	WELL

C.2 The estimated Cost for services under this specification is based on the type and quantity of facilities in existence on the date services are first provided under this Agreement. Any change in any of these characteristics shall constitute a Change in Scope.

APPENDIX D

Project Vehicles and Equipment

D.1 The Project includes all vehicles, rolling stock, and other equipment as follows:

Asset ID	Asset Description	Site	Asset Sub-Type	Asset Type
GY-FM-001	2001 Chevrolet C1500	Guyton	Water/Sewer Department	TRUCK_Light Duty
GY-FM-002	2018 Ford F250	Guyton	Streets Department	TRUCK_Light Duty
GY-FM-003	2007 Ford F250 Quad Cab	Guyton	Streets Department	TRUCK_Light Duty
GY-FM-004	John Deere 5090M Tractor/Front Bucket	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-005	John Deere Gator	Guyton	Wastewater Treatment Plant	ATV_Golf Carts
GY-FM-006	John Deere Zero Turn Mower	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-007	Hay Baler	Guyton	Wastewater Treatment Plant	EQUIPMENT_Light
GY-FM-008	Stihl Weed Eaters	Guyton	Prison	EQUIPMENT_Light
GY-FM-009	Stihl Chain Saws	Guyton	Prison	EQUIPMENT_Light
GY-FM-010	Stihl Edgers	Guyton	Prison	EQUIPMENT_Light
GY-FM-011	Stihl Pole Saw	Guyton	Prison	EQUIPMENT_Light
GY-FM-012	Stihl Hedge Trimmers	Guyton	Prison	EQUIPMENT_Light
GY-FM-013	Stihl Back Pack Blowers	Guyton	Prison	EQUIPMENT_Light
GY-FM-014	Stihl Back Pack Sprayers	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-015	Stihl Concrete/Street Saw	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-017	Massey Ferguson 24 Tractor	Guyton	Streets Department	EQUIPMENT_Heavy
GY-FM-018	Kubota Diesel Zero Turn Mower	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-019	Kubota ZD326 Mower	Guyton	Wastewater Treatment Plant	EQUIPMENT_Light
GY-FM-020	2002 Ford F650 Dump Truck	Guyton	Streets Department	TRUCK_Heavy Duty
GY-FM-021	Trailer_Big Tex 35SA	Guyton	Prison	TRAILER
GY-FM-022	Sreco Flexible Sewer Jet Trailer	Guyton	Water/Sewer Department	TRAILER
GY-FM-023	2004 Sterling Actera Tanker Truck	Guyton	Streets Department	TRUCK_Heavy Duty
GY-FM-024	Caterpillar 416D Backhoe	Guyton	Streets Department	EQUIPMENT_Heavy
GY-FM-025	35N Mini Excavator	Guyton	Water/Sewer Department	EQUIPMENT_Heavy
GY-FM-026	Ford F150	Guyton	Streets Department	TRUCK_Light Duty
GY-FM-027	Sarla Self Propelled Walk Behind Mower	Guyton	Prison	EQUIPMENT_Light
GY-FM-028	Remington Push Behind Weed Eater	Guyton	Prison	EQUIPMENT_Light
GY-FM-029	Vermeer BC 625A Chipper	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-030	Snapper Zero Turn Mower	Guyton	Streets Department	EQUIPMENT_Light

GY-FM-031	Honda 3000 PSI Pressure Washer	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-032	Push Behind Tamper	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-033	JCB 110W HydraDig	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-034	Quincy Air Compressor	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-035	Remlinger Seeder	Guyton	Wastewater Treatment Plant	EQUIPMENT_Light
GY-FM-036	Hay Rake	Guyton	Wastewater Treatment Plant	EQUIPMENT_Light
GY-FM-037	Harrows	Guyton	Wastewater Treatment Plant	EQUIPMENT_Light
GY-FM-038	Cutterhead	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-039	Grapple	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-040	Mud Bucket	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-041	Trenching Bucket	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-042	Bush Hog	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-043	Finishing Mower	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-044	Scresco Jetter Pump	Guyton	Water/Sewer Department	EQUIPMENT_Light
GY-FM-045	Koshin 3" Mud Hog	Guyton	Water/Sewer Department	EQUIPMENT_Light
GY-FM-046	Koshin 3" Mud Hog Pump	Guyton	Water/Sewer Department	EQUIPMENT_Light
GY-FM-047	Wacker Neuson 6" Pump	Guyton	Water/Sewer Department	EQUIPMENT_Light
GY-FM-048	Generator_Titan Industrial 8000	Guyton	Water/Sewer Department	GENERATOR_Portable
GY-FM-049	Kubota MX4700 Tractor	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-050	Kubota ZD21 Mower	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-051	Kubota Zero Turn Mower	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-052	2023 Polaris Ranger 570 Full-Size	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-053	2022 Ford F250	Guyton	Water/Sewer Department	TRUCK_Light Duty

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2023 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION
SALES TAX REFERENDUM**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into this ____ day of _____, 2023 by and between THE BOARD OF COMMISSIONERS OF 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 the "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 November 7, 2023 (the "Referendum") on the issue of the reimposition of a one percent (1.0%) Transportation Special Purpose Local Option Sales Tax ("TSPLOST" or "Tax") pursuant to O.C.G.A. §48-8-260, et seq., as amended (hereinafter the "Act") to be collected in the special district of Effingham County (the "2023 TSPLOST"); and

WHEREAS, a TSPLOST is currently being collected in Effingham County which was approved by a majority of the voters of the County voting in an election held for such purpose on November 3, 2020, which began being collected on April 1, 2021 for a period of time not to exceed five years (the "2020 TSPLOST"), and which tax the County anticipates will cease to be collected on or before _____, 2024 due to higher than expected tax collections; and

WHEREAS, the parties desire to execute this Agreement to control the distribution and use of the 2023 TSPLOST proceeds received solely by Effingham County and the Cities located within Effingham County; and

WHEREAS, the three Cities located wholly within Effingham County have certified they are qualified municipalities and are eligible to receive distributions of the 2023 TSPLOST; 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 the 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 the 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, on April 11, 2023, the County and the Cities met to discuss the imposition of the 2023 TSPLOST, the rate of said tax, the allocation of the proceeds therefrom, and possible transportation purposes and projects to be funded from the proceeds therefrom, pursuant to O.C.G.A. §48-8-262 (a)(2); and

WHEREAS, said meeting between the County and Cities was preceded by a written notice of the date, time, place, and purpose of said meeting being mailed or delivered by the County to the mayor of each of the Cities such that said notice was received by each mayor at least ten days prior to said meeting, pursuant to O.C.G.A. §48-8-262 (a)(2); and

WHEREAS, prior to the meeting of the County and the Cities on April 11, 2023, the County determined that a majority of the governing authorities of counties within the applicable regional commission have not passed resolutions calling for the levy of a tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, the County and the Cities desire to enter into this Agreement for the imposition of the 2023 TSPLOST, the rate thereof, the allocation of the proceeds therefrom, and the identification of the transportation purposes and projects to be funded therefrom; and

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.

The County makes the following representations and warranties which may bespecifically relied upon by all parties as a basis for entering this Agreement: (a)the County is a political subdivision duly created and organized under the Constitution of the State of Georgia; (b) the governing authority of the County is duly authorized to execute, deliver, and perform this Agreement; (c) this Agreement is a valid, binding, and enforceable obligation of the County;

Each of the Cities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement: (a) each Municipality is a municipal corporation duly created and organized underthe laws of the State of Georgia; (b) the governing authority of each City is duly authorized to execute,deliver, and perform this Agreement; (c) this Agreement is a valid, binding, and enforceable obligation of eachCity; (d) each City is a qualified municipality as defined in O.C.G.A. § 48-8-110(4); (e) each City is located entirely within the geographic boundaries of thespecial

tax district created in the County.

The County and Cities intend to comply in all respects with the Act. All provisions of this Agreement shall be construed in light of the Act.

2.

This Intergovernmental Agreement is conditioned upon the Referendum to be approved by a majority of the voters of Effingham County to reimpose a TSPLOST of one percent (1.0%). The 2023 TSPLOST shall commence upon the expiration of the 2020 TSPLOST which is currently being collected in Effingham County.

3.

Pursuant to O.C.G.A. § 48-8-267, one percent (1.0%) of the amount of TSPLOST proceeds 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 as soon as allowed by Georgia law after the expiration of the 2020 TSPLOST and ending five years thereafter, 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 below in Paragraph 4.

4.

Within ten (10) days after the County's monthly receipt from the Department of Revenue of the proceeds of the 2023 TSPLOST, the County shall disburse said proceeds in the following percentages:

City of GUYTON	3.53%
City of RINCON	16.88%
City of SPRINGFIELD	4.18%
EFFINGHAM County	<u>75.41%</u>
Total	100.00%

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of One Hundred Twenty Million and 00/100 Dollars (\$120,000,000.00) shall represent an estimate of the maximum net proceeds to be derived from the 2023 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.

(C) A list of the transportation purposes and projects proposed to be funded by the proceeds of the 2023 TSPLOST and the estimated or projected dollar amounts for each such transportation purpose and project is set forth on the exhibits attached hereto.

5.

In recognition of the need for transportation improvements across the County and the 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.

6.

The County and each City shall approve by resolution a list of projects and purposes ("Transportation Projects and Purposes") to be funded from their allocated net proceeds of the 2023 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 estimated 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.

7.

If any Transportation Projects and Purposes are geographically located in more than one City or in a City and in an 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.

8.

Except as otherwise provided herein, the 2023 TSPLOST which is the subject of the Referendum shall continue for a period of five years after the expiration of the 2020 TSPLOST, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-264(b).

9.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the 2023 TSPLOST. Further, pursuant to O.C.G.A. § 48-8-263 the County shall have the authority to issue general obligation debt in accordance with Article IX, Section V, Paragraph I of the Constitution through the proper officers of the County. Once the authority to issue such debt is so approved by the voters through the Referendum, then such debt may be issued without further approval by the voters pursuant to O.C.G.A. § 48-8-263. Such general obligation debt shall be paid first by a separate fund of the County in which are placed the proceeds received by the County from the tax. Such general obligation debt shall, however, constitute a pledge of the full faith, credit, and taxing power of the County and any liability on such debt which is not satisfied from the proceeds of the tax shall be satisfied from the general fund of the County, or as otherwise provided by law.

The question of whether the voters will approve the 2023 TSPLOST and the issuance of general obligation debt of the County (the "County Bonds") shall be submitted to the voters of Effingham County pursuant to a resolution of the County. Net proceeds of the County Bonds shall be deposited into a special trust account of the County and shall be used for the acquisition, construction and installation of all or a portion of the projects for the County and for the Cities. The County Bonds shall be a general obligation debt of the County. The County shall pay the costs of issuance of the County Bonds and any interest income earned by the County on the investment of the bond proceeds shall be the property of the County. The County shall receive all TSPLOST funds directly from the Georgia Department of Revenue on behalf of the Cities that are using bond funds. The TSPLOST proceeds received in any year pursuant to the tax shall be deposited in a separate fund and first used for paying debt service requirements on the County Bonds for any such year before such proceeds are applied to any of the other purposes.

10.

The net proceeds from the 2023 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.

11.

Any net proceeds over and above the amount estimated in Paragraph 4(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 2023 TSPLOST Program on the Transportation Projects and Purposes as in the resolutions passed by each party. Should the proceeds generated by the 2023 TSPLOST be insufficient to complete the transportation purposes and projects listed on the exhibits attached hereto, the County and Cities shall have no obligation to pay additional funds from sources other than the 2023 TSPLOST for the completion of any of the same. The County and each of the Cities shall not be obligated to pursue such jurisdiction's Transportation Purposes and Projects set forth on the attached exhibits to the extent that such jurisdiction's share of the proceeds from the 2023 TSPLOST is insufficient to complete all of the same. In such event, the governing body of such jurisdiction may elect to not pursue certain Transportation Projects and Purposes set forth on the attached exhibits for that jurisdiction, or to modify such projects and purposes, beginning with those having the lowest priority, to the extent necessary to remedy such shortfall.

12.

At the end of each party's fiscal year wherein net proceeds from the 2023 TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the 2023 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.

13.

In addition to the audit required by paragraph 12 of this Agreement, at the end of each calendar year wherein net proceeds from the 2023 TSPLOST are distributed, the Cities and the County shall participate in a joint annual audit of the entire 2023 TSPLOST program approved by the voters in the Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the 2023 TSPLOST 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.

14.

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.

15.

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 2023 TSPLOST.

16.

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

17.

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.

18.

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.

19.

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

20.

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.

21.

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:
Board of Commissioners of Effingham County, Georgia
County Manager
804 South Laurel Street
Springfield, Georgia 31329

- b. If to the City of Guyton:
City of Guyton
City Manager
310 Central Boulevard
Guyton, Georgia 31312

- c. If to the City of Rincon:
City of Rincon
City Manager
302 South Columbia Avenue
Rincon, Georgia 31326

d. If to the City of Springfield:
City of Springfield Georgia
City Manager
130 South Laurel Street
Springfield, Georgia 31329

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.

22.

This Agreement shall become effective as soon as allowed by law after the expiration of the 2020 TSPLOST. If the Referendum concerning the imposition of the 2023 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 7, 2023.

23.

Notwithstanding the parameters of Paragraph 22, 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 2023 TSPLOST Program.

24.

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.

[SIGNATURES OF COUNTY AND CITIES ON FOLLOWING PAGES]

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

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:

CITY OF GUYTON, GEORGIA

City Attorney

By: _____
Russell Deen, Mayor

ATTEST:

Clerk

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:

CITY OF RINCON, GEORGIA

City Attorney

By: _____
Kenneth Lee, Mayor

ATTEST:

Clerk

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:

CITY OF SPRINGFIELD, GEORGIA

City Attorney

By: _____
Barton Alderman, Mayor

ATTEST:

Clerk



3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

April 10, 2023

Ms. Meketa Hendricks Brown, City Manager
City of Guyton
310 Central Boulevard
Guyton, GA 31312

Dear Ms. Brown,

Pond is pleased to submit this proposal for the City of Guyton Parks Master Plan. Our team of landscape architects and planners are very interested in providing their expertise to the city. Pond is fully qualified and capable of performing these master planning services for the City. I will serve as the primary contact and Project director for this planning effort. Our team of landscape architects and planners will carry-out the necessary tasks to complete the master plan.

Our team has a tremendous amount of experience in park planning and design. From individual park sites to park systems, and from small pocket parks of no more than a few thousand square feet, to large state parks comprised of thousands of acres of land; our team has planned and designed any and all kinds of parks. We bring that knowledge and expertise to the City of Guyton and will apply those lessons learned to ensure the master plan provides realistic and achievable goals that are aligned with the community's needs.

Our team has previously provided park inventory and assessments for numerous clients, most notably the Georgia DNR State Parks. We have visited, inventoried, and assessed approximately one third of the states inventory of parks and historic sites. Many of the efforts also included master plans or master plan updates for each park or site. Our team is well versed in design and understanding the needs of local city and county park systems. We are currently or have recently provided planning and park design services for the cities of Alpharetta, Doraville, Sandy Springs, Johns Creek, Smyrna, Winder, Tyrone, Dunwoody, Hampton, Clarkston, and Jacksonville, FL, as well as Effingham, Gwinnett, Cobb, Glynn, Forsyth, and DeKalb Counties.

We thank you for your consideration of this proposal and look forward to the opportunity to partner with The City of Guyton on this and future Parks and Recreation projects.

Sincerely,

Matthew Wilder, PLA, ASLA
Vice President | PLACE Program Manager

Melissa D. Phillips
Associate | Business Development Director

Approach / Work Plan

The following tasks represent the effort required to achieve the goals of the city in developing a Parks and Rec Master Plan. Deliverables will be developed as follows:

- **Kick-off meeting:** Pond will host an in-person kick-off meeting with the client.
 - At least two weeks prior to this meeting the client will provide all available GIS data, maps, plans, etc. related to existing parks, properties, and facilities.
- **Existing Facilities Inventory:** On the same day as, and following the kick-off meeting, Pond staff will visit each park site to observe conditions and document existing conditions. The client is encouraged to join Pond during these site visits to impart their knowledge of each park/facility/property.
- **Other relevant Plans:** Pond will cross reference the Effingham County Parks and Recreation Master Plan, currently in final stages of completion. The recommendations of the Effingham County Plan and the City of Guyton plan should complement each other.
- **Needs Assessment:** Utilizing NRPA standards, Pond will establish the generally accepted baseline for recommended types and number of recreational facilities that should be provided in the City of Guyton. The Needs Assessment will also be bolstered by community input to validate the need for certain types of facilities. While trends come and go, it is important to provide facilities that the community wants and will utilize.
- **Concept Drawings:** Based on the inventory and assessment and feedback gathered from the community (process described below), Pond will develop concept plans for each park.
 - Plans will be 2D, diagrammatic color-rendered site plans, annotated and supported by brief narrative describing key considerations for the future implementation of concepts.
 - Existing conditions to remain as well as proposed additions, modifications, or renovations will be depicted diagrammatically representing real footprints of proposed park facilities /amenities.
 - Concepts will be developed on either aerial images or GIS base data or a combination of both.
 - Grading plans and detailed design and/or engineering is not included.
 - Master plan level of detail cost estimates will be provided in current dollar values. Estimates will need to be adjusted/escalated for future costs at which point in time the projects are initiated for implementation. Estimates will include both design/engineering and implementation costs.
- **Community Outreach:** Pond will host community meetings and engagement opportunities with the community to gather feedback that directly influences the final plan recommendations.
 - **Public Meeting No.1:** Pond will spend the day following the kick-off meeting and site visits developing a presentation for public meeting one, which is recommended to be held that evening. The public will be invited to hear a brief presentation about the parks plan, see an overview of the existing conditions assessment, and to engage with the Pond team to provide their input on the desired recreation facilities and amenities they wish to have in the City's parks.
 - **Public Meeting No. 2:** After Pond has synthesized the existing conditions and community feedback and developed concept plans and cost estimates for the parks, Pond will return to Guyton to present the concept designs, cost estimates, and plan recommendations in draft form and allow the community to provide feedback on the proposed actions. Feedback collected in this meeting will be synthesized and then reviewed in detail to determine final edits for the plan.

- **Final Deliverables:** Pond will compile a Parks Master Plan document and provide this to the City in PDF format. The plan will follow the same format as the currently in progress comp plan and can either be added as a chapter or appendix to that plan or as a standalone document. The final recommendations will be listed as prioritized for a 10 year implementation schedule. The client will provide guidance on viable financial approaches for implementation and recommendations will note when specific financing approaches may apply to particular recommendations.
 - Anticipated Master Plan Table of Contents
 - Plan introduction and summary of planning process
 - Existing Conditions
 - Results of Community engagement
 - Concept Plans and Opinions of Cost
 - Prioritized recommendations

Assumptions / Qualifications / Exclusions:

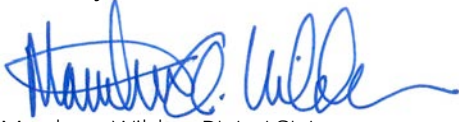
All noted exclusions, while not a part of this proposal, can be provided as an additional service.

- Detailed design and engineering of any kind is not included.
- Environmental design/coordination services associated with wetlands, streams, contaminated soil/groundwater, asbestos, lead based paint, endangered species, etc. are not included.
- Traffic Studies and Signal Warrants are not included.
- This proposal does not include analysis of any existing storm or sanitary sewer system.
- Flood Study is not included.
- Geotechnical and soils studies and reports are not included.
- Field-run survey is not included.
- Any estimates as to costs are based on industry experience and Pond is not responsible for changes in market conditions that affect construction, material, or maintenance costs. This is a master plan level estimate, time will pass, and costs will more than likely increase. While Pond will provide guidance for calculating escalation of costs at future dates, Pond will not be responsible under this agreement for actual future costs to implement based upon materials and labor cost at that time.
- Any revisions requested by the owner that significantly change the design from that which was approved after acceptance of each design milestone will be considered additional services and require a contract revision.

Fee Structure

The lump sum fee to complete services associated with this proposal is \$31,310.00. Should you find this proposal acceptable, please sign below. This letter will serve as the scope of work. Thank you again for this opportunity and do not hesitate to contact me if you have questions.

Sincerely,



Matthew Wilder, PLA, ASLA
Vice President | PLACE Program Manager
678.292.1111
wilderm@pondco.com



Melissa D. Phillips
Associate | Business Development Director
912.667.5185
phillipsm@pondco.com

ACCEPTED BY: *BY SIGNING BELOW THE UNDERSIGNED REPRESENTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BINDING AGREEMENT ON BEHALF OF THE CLIENT.*

Signature: _____

Printed Name & Title: _____

Date: _____

Attachments:

POND100 Terms and Conditions

TERMS AND CONDITIONS

This Agreement between _____ ("Client") and **Pond & Company** ("POND"), a Georgia corporation with its corporate headquarters located at 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092, is effective as of _____, 20____. The parties agree as follows:

1.0 Services:

POND agrees to perform for Client the professional services ("Services") described in the POND proposal dated

_____, 20____ ("Proposal"), attached and incorporated herein. Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically described in the Proposal. As full consideration for the performance of Services, Client shall pay to POND the compensation provided for in the Proposal.

2.0 Integration:

These Terms and Conditions, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. If any term or provision hereunder, or any portion hereof, is held to be invalid or unenforceable, it shall not affect any other term or provision hereunder or any part thereof, unless the invalidity or unenforceability of such term(s) or provisions(s) tends to render the Agreement commercially useless to either party, in which case the entire Agreement shall become null and void.

3.0 Access to Site:

Unless otherwise stated, POND will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently POND is denied or delayed in performing our services, the associated cost may be viewed as an additional expense.

4.0 Billings/Payment:

Invoices for POND services shall be submitted, at POND'S option, either upon completion of such services, on a project basis or on a monthly basis and are due when rendered. Client shall promptly review all invoices and shall notify POND in writing within ten (10) days of date of invoice, provide reasons for the objection, and promptly pay the undisputed amount. Invoices shall be considered "Past Due" if not paid within 30 days after receipt of invoice for services rendered. If the invoice is not paid within 30 days, POND may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, stop work on the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1% per month on the unpaid balance at the sole election of POND. In the event any portion or all of an account remains unpaid 90 days after proper billing, the Client shall pay all costs of collection, including reasonable court costs and attorney's fees. Client shall remit payment to POND's corporate headquarters address above.

5.0 Reimbursable Expenses:

Reimbursable expenses will be billed at a multiplier of 1.15 times the cost incurred.

6.0 Additional Services:

Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, correction of discrepancies between copies of the Contract Documents and the electronic media after the 30-day acceptance period and any other services that are not included within the Proposal. POND will only perform additional services when authorized in writing by the Client or Client's representative.

7.0 Client Furnished Services:

Any services provided by the Client for POND shall be deemed reliable, and POND shall be entitled to rely on the accuracy and completeness of any services and information furnished.

8.0 Indemnification:

The Client shall indemnify and hold harmless POND and all of its personnel from and against any claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the negligent performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict

liability of the Client, anyone directly employed by the Client (except POND), or anyone for whose acts any of them may be liable.

9.0 Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and POND, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, POND's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed total fee. Such causes include, but are not limited to, POND negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

10.0 Dispute Resolution:

Any claims, counterclaims, or disputes between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by negotiation, mediation or litigation. The parties shall first endeavor to settle the dispute through direct discussions or negotiations. If the parties do not resolve the dispute or claim within thirty (30) days of the first notice thereof, either party may request mediation, which shall take place within thirty (30) days of the date the request is made. If both parties do not agree to mediation within ten (10) days of said request, or if the mediation does not result in a resolution of the dispute, then either party may proceed with litigation. No written or oral representation during any settlement negotiations or mediation shall be deemed as party admissions.

Any litigation arising out of this Agreement or the breach thereof must be filed in the state courts of Gwinnett County, Georgia, which shall be the sole and exclusive venue for all such litigation. The parties to this Agreement consent to jurisdiction in Gwinnett County, Georgia, and waive any objection thereto.

11.0 Standard of Care:

POND shall perform Services for Client with a standard of care ordinarily exercised by other firms providing similar services in accordance with accepted and sound professional practices, and conforms to applicable laws, codes and regulations.

12.0 Exchange of Electronic Media:

When exchange of data by electronic media is required by this agreement, the following shall apply:

12.1 Client to POND

The Client shall deliver to POND electronic files suitable for use in the format, specification, media and hardware platform (production system) agreed upon between the parties. POND shall review the files within a reasonable time period and determine whether electronic files are suitable for POND's use on the project. If the electronic files are unsuitable for use, POND shall notify the Client of the deficiencies. The Client shall make the required corrections and return the electronic files to POND.

12.2 POND to Client or Third Parties

POND shall deliver to the Client electronic files in the format agreed upon between the parties. These files are compatible only with the software and version agreed upon and may not be compatible with future versions of the software. The Client shall review the electronic files received from POND and notify POND of any discrepancies within a reasonable time period, but no longer than 60 days. POND shall make the required corrections and return the electronic files to Client.

POND agrees that it is responsible for the accuracy of the original sealed documents. If at any time there exists a difference between the submitted electronic files and the original sealed documents, the original sealed documents will govern as the official delivered contract documents.

POND will not release electronic files to third parties without a written authorization of the Client.

13.0 Termination of Services:

This Agreement may be terminated by written notice by either the Client or POND, should the other fail to perform its obligations hereunder or for convenience. In the event of termination, the Client shall pay POND for all services appropriately and completely rendered to the date of termination and all associated reasonable reimbursable expenses.

14.0 Ownership of Documents:

All documents, including electronic media, produced by POND under this Agreement shall remain the property of POND and may not be used by the Client for any reason without the written consent of POND; such written consent not to be

unreasonably withheld, conditioned or delayed. Any unauthorized use or distribution shall be at Client's and Recipient's sole risk and without liability to POND. Client further agrees that documents produced by POND pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without POND's written approval; such written approval not to be unreasonably withheld, conditioned or delayed. The Client will indemnify, defend, and hold

harmless POND for any and all claims, counterclaims, losses, costs, damages, awards or judgments arising from the unauthorized use of the documents.

If Client terminates this Agreement and POND authorizes the use of incomplete documents for Client's future use, POND shall not be liable for any errors or omissions and Client agrees their use of the incomplete documents is at their sole risk.

15.0 Force Majeure:

POND is not responsible for damages and delays caused by factors beyond POND's reasonable control, including but not limited to damages and delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of POND's services or work product promptly, or damages and delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond POND's reasonable control occur, the Client agrees POND is not responsible for damages, nor shall POND be deemed to be in default of this Agreement.

16.0 Discovery of Unanticipated Hazardous Materials:

Hazardous materials may exist where there is no reason to believe they could or should be present. POND and the Client agree that the discovery of unanticipated hazardous materials may constitute a changed condition mandating a renegotiation of the scope of work or termination of services at the election of either party. POND and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for POND to take immediate measures to protect human health and safety, and/or the environment. POND agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages POND to take any and all prudent "first aid" measures that in POND's opinion are justified to preserve and protect the health and safety of POND's personnel and the public, and/or the environment, and the Client agrees to compensate POND for reasonable additional cost of such work. The Client waives any claim against POND, and agrees to indemnify, defend and hold POND harmless from any claim or liability for injury or loss arising from POND's encountering unanticipated hazardous materials. The Client also agrees to compensate POND for any time reasonably spent and expenses incurred by POND in defense of any such claim, with such compensation to be based upon POND's prevailing fee schedule and expense reimbursement policy. The Client is fully responsible for and assumes all risks associated with such conditions.

17.0 Site Operations:

POND field personnel will avoid hazards and potentially dangerous exposure to and contact with utilities which are visible to them at the site. The Client recognizes that POND's personnel may not identify all subsurface utility lines and manmade objects, and that the information upon which POND relies may contain errors, may be incomplete, or insufficient. POND is not responsible for any reasonably unforeseeable damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost or demolition. Where the detailed investigation of such a condition is not authorized, POND shall not be responsible for the condition of the existing structure and utilities. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

18.0 Construction Activities:

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

19.0 Consequential Damages:

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

20.0 Governing Law:

This Agreement shall be deemed to be executed in Gwinnett County, Georgia and shall be governed by the laws in the State of Georgia. It is agreed that all actions related to this Agreement shall be submitted to the jurisdiction of the state or federal courts in the State of Georgia and that the venues for same shall be located in Gwinnett County, Georgia.

By signing in the space provided below, I verify that I am an Officer or authorized agent of the Client and agree that I have fully read, understand and accept the Terms and Conditions as stated above.

Client

Pond & Company

Signed (Must be an Officer or Authorized Agent)

Signed (Must be an Officer or Authorized Agent)

Typed Name

Typed Name

Title

Title

Date

Date

TO: Chairman Wesley Corbitt, Effingham County Commission
Mayor Ken Lee, City of Rincon
Mayor Russ Dean, City of Guyton
Mayor Barton Alderman, City of Springfield

FROM: Allen Burns, Executive Director

DATE: May 23, 2023

SUBJECT: Reappointment/Appointment of Non-Public Representative for Effingham County to
Serve on the CRC Council

As you know, Mr. Herb Jones has served as the non-public representative of Effingham County and the cities of Guyton, Rincon, and Springfield for the CRC Council. **At our May Council meeting, Mr. Jones advised that it was his last meeting, and he did not want to be reappointed.** We are sorry to hear this as Mr. Jones has been a dedicated Council member for 16 years. It is important that you appoint someone else to this position. Terms run from July 1 – June 30 and are eligible for reappointment each year.

Please remember that a non-public representative must fill this position. It is also very important that the person appointed to this position be able to attend the regular meetings that are held on the second Wednesday of every month at the Richmond Hill City Center at 10:00 a.m.

To finalize this reappointment/appointment, the County and municipalities need to agree on the reappointment/appointment and then submit a letter signed by the Chairman, with the Mayors copied, confirming the concurrence of a reappointment/appointment of an individual to serve in this capacity.

Should you have any questions, please contact Colletta Harper, Administrative Services Director, at charper@crc.ga.gov.

AB/ch

c: Stephanie Johnson, Effingham County Clerk
Herb Jones

TSPLOST IDEAS TO BE COST ESTIMATED BY CITY ENGINEER

Backhoe

TAP Grant Match

Sidewalk Improvements

Stormwater Improvements

Trail Extension to Pineora (joint project with County)

New Road and Sidewalks into New Recreation Park

Griffin Rd

Williams Rd

Hidden Creek around light poles

Magnolia St

Mewborn St

Macedonia St

Jackson Lane

Third Ave

Fifth Ave

Sixth Ave

Seventh Ave

Simmons St

Maple Circle

Magnolia St Extension

Popular St at corner of Fourth St