

City of Guyton, Georgia  
CITY COUNCIL MEETING  
September 13, 2022 at 7:00 P.M.



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

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## AGENDA

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Consideration to Approve the Agenda**
4. **Consideration to Approve Minutes of Meetings**

July 12, 2022	City Council Meeting
August 9, 2022	City Council Meeting
August 25, 2022	City Council Special Called Meeting
5. **Reports from Staff or Committees**

Police Department	James Breletic
Fire Department	Clint Hodges
Public Works/Water/Sewer	EOM
Planning and Zoning	Lon Harden
Industrial Development	Lon Harden
Historical Commission	Lucy Powell
Hospital Authority	Tamela Mydell
Leisure Services	Lula Seabrooks
6. **Public Comments (will be limited to Agenda Items only)**
7. **New Business**
  - a. Consideration to approve contract for the sale of a certain 0.09 acre parcel of land lying and being in the 10th G.M.D., Effingham County, City of Guyton Georgia
  - b. Consideration to approve Surplus List
  - c. Consideration to approve putting out an RFP for inventory, assessment, and rehabilitation of Guyton Walking Trail Oak Trees
  - d. Consideration to approve putting out a request for bids regarding a purchase agreement for the Guyton WWTP LAS produced hay bales
  - e. Consideration to approve agreement with Pond & Company for Comprehensive Plan Update
  - f. Consideration to approve funds to paint the caboose

- g. Consideration to approve \$1400 for grant writing services for the Public Safety and Community Violence Reduction Grant

**8. General Government**

- a. Citizen Concern- SPLOST Spending- Jeremiah Chancey

**9. Dates to Remember**

- a. Wednesday, September 14, 2022 from 9:00am to 1:00pm – Flu Shot Clinic, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- b. Tuesday, October 4, 2022 at 6:00pm – Special Called Planning and Zoning Public Hearing and Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- c. Tuesday, October 4, 2022 at 7:00pm – City Council Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- d. Tuesday, October 11, 2022 at 7:00pm – City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- e. Saturday, October 22, 2022 from 8:00am to 2:00pm – Guyton Fall Sale Along the Trail, Guyton Walking Trail, Guyton, GA 31312
- f. Wednesday, October 26, 2022 from 1:00am to 6:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- g. Saturday, October 29, 2022 from 5:00pm to 7:00pm – Guyton Trick or Trail!, Guyton Walking Trail, Guyton, GA 31312

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

**11. Consideration to adjourn this meeting**



City of Guyton  
City Council Meeting  
July 12, 2022 – 7:00 p.m.

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AMENDED MINUTES OF MEETING

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**Call to Order** – The City of Guyton Council held a Council Meeting on July 12, 2022, at the Guyton Gymnasium, 505 Magnolia Street in Guyton. This meeting was called to order by Mayor Russ Deen at approximately 7:02 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Councilmember Joseph Lee, and Councilmember Hursula Pelote, and Councilmember Marshall Reiser were present at this meeting.

**Other Administrative Staff Present** – City Attorney Ben Perkins, City Manager Meketa Brown, City Clerk Matthew Walker, City Accountant Matthew Caines were present.

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

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**Invocation** – Reiser gave the invocation.

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

**Consideration to Approve the Amended Agenda** – Reiser made a motion to approve the amended agenda, adding consideration to approve construction of equipment shelter at the wastewater treatment plant. Lee seconded the motion. **Motion passed unanimously.**

**Consideration to Approve Minutes of Meeting for the June 14, 2022, Council Meeting and the June, 21, 2022, Council Meeting** – Johnson made a motion to approve minutes of meetings from June 14 and June 21. Lee seconded. **Motion passed unanimously.**

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**Reports from Staff or Committees**

Police Department	James Breletic
Fire Department	Clint Hodges
Public Works/Water/Sewer	EOM
Planning and Zoning	Lon Harden
Industrial Development	Lon Harden
Leisure Services	Jim Odom

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**Public Comments (will be limited to Agenda Items only) – No comments made.**

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**New Business**

**Consideration to Approve Resolution 2022-07 amending the fee schedule** - Reiser made a motion to approve Resolution 2022-07. Pelote seconded the motion. **Motion passed unanimously.**

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**Nominations and appointments to the Ethics Committee**

**Mr. Reginald Stanmar was nominated by Mayor Deen,  
Council nominated Mr. Robert Hunter,  
Mayor nominated Ms. Latoya Jefferson Jones with Council approval.**

**Johnson** made a motion to approve and appoint Mr. Reginald Stanmar, Ms. Latoya Jefferson Jones, and Mr. Robert Hunter to Guyton's Ethics Committee. **Lee** seconded. **Motion passed unanimously.**

**Nomination and appointment to the Effingham Library Board**

**Mr. Reiser nominated Mr. Jim Odom**

**Johnson** made a motion to Mr. Jim Odom to the Effingham Library Board as Guyton's representative. **Pelote** seconded. **Motion passed unanimously.**

**Consideration to put out an RFP for architectural planning of the 505 Magnolia Street Complex - Reiser** made a motion to put out an RFP for architectural planning of the 505 Magnolia Street Complex. **Pelote** seconded. **Motion passed unanimously.**

**Consideration to Approve equipment purchase list from SPLOST - Reiser** made a motion to approve the equipment purchase list from SPLOST in total cost of \$130,709. **Pelote** seconded. **Mayor Deen, Hursula Pelote, and Marshall Reiser** voted Yay. **Michael Johnson and Joseph Lee** voted nay. **Motion passed.**

**Consideration to allow the installation of two Little Free Libraries on city property -Reiser** made a motion to allow the mayor to install two Little Free Libraries on city property. **Pelote** seconded. **Motion passed unanimously.**

**Consideration to Approve proposed LOST percentages - Lee** made a motion to LOST percentages (73% Effingham, 18% Rincon, 5% Springfield, 4% Guyton). **Pelote** seconded. **Motion passed unanimously.**

**Consideration to Approve \$5000 for the construction of equipment shelter at the wastewater treatment plant – Johnson** made a motion to approve \$5000 for the construction of equipment shelter at the wastewater treatment plant. **Pelote** seconded. **Motion passed unanimously.**

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**General Government**

**Economic Development – Councilmembers Reiser and Pelote discussed the Comprehensive Plan and Grants**

**Package Sales Licenses – City Manager Brown discussed the 7/15/22 deadline for package sales licenses.**

**Sidewalk Grants – discussed reviewing the safety action plan.**

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**Dates to Remember**

**Tuesday, July 19, 2022 at 7:00 p.m. – City Council Public Hearing regarding LAS Fields, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Saturday, July 23, 2022 from 8:00 a.m. to 2:00 p.m. – Guyton Summer Sale Along the Trail, 310 Central Blvd., Guyton, GA 31312**

**Saturday, July 30, 2022 from 11:00 a.m. to 4:00 p.m. – Guyton Leisure Services Community Picnic, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, August 2, 2022 at 7:00 p.m. – City Council Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, August 9, 2022 at 7:00 p.m. – City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

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**Public Comments (will be limited to Agenda Items only) – Scarlett Chancey asked about the Ethics Committee nomination process.**

**Consideration to adjourn- Pelote made a motion to adjourn. Pelote seconded. Motion passed unanimously.** Meeting adjourned at approximately 7:50 p.m.

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City of Guyton

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Russ Deen, Mayor

Attest:

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Matthew D. Walker, City Clerk



City of Guyton  
City Council Meeting  
August 9, 2022 – 7:00 p.m.

MINUTES OF MEETING

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**Call to Order** – The City of Guyton Council held a Council Meeting on August 9, 2022, at the Guyton Gymnasium, 505 Magnolia Street in Guyton. This 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 Brian Griffin, 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.

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**Invocation** – Joel Tucker gave the invocation.

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

**Consideration to Approve the Amended Agenda** – Reiser made a motion to approve the amended agenda, amending date of minutes to be approved and adding items regarding advertisement of Tax Levy and HMGP 4338 Generator Grant Match from SPLOST funds. Pelote seconded the motion. **Motion passed unanimously.**

**Consideration to Approve Minutes of Meeting for the July 12, 2022, Council Meeting** – Johnson made a motion to approve minutes of meetings from July 12, 2022. Pelote seconded. **Motion passed unanimously.**

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**Reports from Staff or Committees**

Police Department	James Breletic
Fire Department	Clint Hodges
Public Works/Water/Sewer	EOM – David Cook
Planning and Zoning	Lon Harden
Industrial Development	Lon Harden
Historical Commission	Pearl Boynes
Hospital Authority	Tamela Mydell
Leisure Services	Lula Seabrooks

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**Public Comments (will be limited to Agenda Items only)** – Jeremiah Chancey discussed July 12, 2022 minutes, ethics committee nominations, council retirement, flooding, water lines to Agricenter.

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## **New Business**

**Proclamation honoring Pearl Boynes for her service to Guyton.**

**First Reading of Ordinance 2022-09 regarding the Tax Levy.**

**Consideration to Approve Resolution 2022-08 approving the Certificate of Distribution of LOST - Johnson** made a motion to approve Resolution 2022-08. **Lee** seconded the motion. **Motion passed unanimously.**

**Consideration to Approve IGA referencing providing a School Resource Officer for Guyton Elementary School - Pelote** made a motion to approve IGA referencing providing a School Resource Officer for Guyton Elementary School. **Lee** seconded. **Motion passed unanimously.**

**Consideration to Approve IGA referencing supplying water to the BOE Agricenter and Right of Way Encroachment Permit with Effingham County - Reiser** made a motion to approve IGA referencing supplying water to the BOE Agricenter and Right of Way Encroachment Permit with Effingham County. **Johnson** seconded. **Motion passed unanimously.**

**Consideration to Approve use of Guyton Gym for Flu Shot Clinic with Walgreens Pharmacy - Johnson** made a motion to approve use of Guyton Gym for Flu Shot Clinic with Walgreens Pharmacy. **Pelote** seconded. **Motion passed unanimously.**

**Consideration to Approve a crosswalk and signage on Third Ave. between Central and Pine – Johnson** made a motion to table discussion regarding crosswalk and signage on Third Ave. between Central and Pine. **Lee** seconded. **Motion passed unanimously.**

**Consideration to Approve the Advertisement of the 2022 Tax Digest and 5 Year History of Levy - Johnson** made a motion to approve Advertisement of the 2022 Tax Digest and 5 Year History of Levy. **Pelote** seconded. **Motion passed unanimously.**

**Consideration to Approve HMGP 4338 Generator Grant Match from SPLOST funds - Reiser** made a motion to approve HMGP 4338 Generator Grant Match from SPLOST funds. **Johnson** seconded. **Motion passed unanimously.**

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## **General Government**

**Retirement Plan – Councilmember Johnson**

**Recreational Plan for Bazemore Park – City Manager Brown, Mayor Deen**

**Notice of upcoming City Events – Sale on the Trail, Trick or Trail discussed by Mayor Deen**

**Easement Work – Mayor Deen**

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## **Dates to Remember**

**Wednesday, August 17, 2022 from 1:00pm to 6:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, August 23, 2022 at 6:30pm–Special Called City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, August 23, 2022 at 7:00pm– Planning and Zoning Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, September 6, 2022 at 7:00pm - City Council Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, September 13, 2022 at 6:00pm – Guyton Garden Club, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, September 13, 2022 at 7:00pm – City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

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**Public Comments (will be limited to Agenda Items only) – Theodore Hamby discussed council retirement**

**Consideration to adjourn- Pelote made a motion to adjourn. Reiser seconded. Motion passed unanimously. Meeting adjourned at approximately 7:48 p.m.**

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City of Guyton

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Russ Deen, Mayor

Attest:

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Matthew D. Walker, City Clerk





City of Guyton  
City Council  
Special Called Meeting  
August 25, 2022 – 7:00 p.m.

MINUTES OF MEETING

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**Call to Order** – The City of Guyton Council held a Special Called Council Meeting on August 25, 2022, at the City of Guyton Gymnasium, 505 Magnolia Street in Guyton. This meeting was called to order by Mayor Russ Deen at approximately 7:00 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Sr., Councilmember Joseph Lee, Councilmember Marshall Reiser, and Councilmember Hursula Pelote were present at this meeting.

**Other Administrative Staff Present** – City Manager Meketa Brown, City Attorney Brian Griffin, and City Clerk Matthew Walker were present.

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

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**Lottery for the Package Sales Licensing for Guyton**

**Drawn 1<sup>st</sup>** - Travis Painter (Ball #1)

**Drawn 2<sup>nd</sup>** - Chirag Patel (Ball #3)

**Drawn 3<sup>rd</sup>** - Harry Capwell (Ball#2)

**Second reading and consideration to approve Ordinance 2022-09 regarding the Tax Levy - Johnson** made a motion to approve Ordinance 2022-09 regarding the Tax Levy. **Lee** seconded. **Motion passed unanimously.**

**Consideration to approve Resolution 2022-09 regarding the Pay Plan – Reiser** made a motion to approve Resolution 2022-09 regarding the Pay Plan. **Pelote** seconded the motion. **Motion passed unanimously.**

**Consideration to approve crosswalk and signage on Third St. between Central and Pine - Pelote** made a motion that Guyton Christian Church will pay for the installation of the signs, the signs themselves and installation thereof. **Lee** seconded. **Motion passed Unanimously. Mayor Deen and Council Member Reiser recused themselves from this vote.**

**Consideration to approve SPLOST funds to add mulch to the Highland Playground - Johnson** made a motion to approve SPLOST funds in the amount of \$1415.00 from Lovett's to add mulch to the Highland Playground. **Reiser** seconded. **Motion passed unanimously.**

**Consideration to approve funds to research retirement plan changes –**

**Reiser** made a motion to approve a 5-year employee vestment study by GMA. **Lee** seconded. **Motion passed unanimously.**

**Pelote** made a motion to approve additional study of the council retirement plan. **Lee** seconded. **Mayor Deen and Council Member Reiser** voted nay. **Council Members Pelote, Lee, and Johnson** voted aye. **Motion passed with a vote of 3-2.**

**Public Comments (limited to agenda items only) – No public comments.**

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**Dates to Remember**

**Tuesday, September 6, 2022 at 5:00pm – Special Called Meeting for Guyton Historical Commission, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, September 6, 2022 at 7:00pm - City Council Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, September 13, 2022 at 6:00pm – Guyton Green Thumbs, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, September 13, 2022 at 7:00pm – City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Wednesday, September 14, 2022 from 9:00am to 1:00am – Walgreens Vaccination Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

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**Consideration to move from the Regular Meeting into an Executive Session referencing Personnel and Property - Johnson** made a motion to move from the Regular Meeting into an Executive Session referencing Personnel and Property. **Pelote** seconded. **Motion passed unanimously.**

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

**Reiser** made a motion to raise Julian Carter-Brown’s pay to \$20.05 per hour. **Johnson** seconded. **Motion passed unanimously.**

**Reiser** made a motion to create the School Resource Officer position with a starting pay rate of \$21.50 per hour. **Pelote** seconded. **Motion passed unanimously.**

**Consideration to adjourn- Johnson** made a motion to adjourn. **Pelote** seconded. **Motion passed unanimously.** Meeting adjourned at approximately 8:04 pm.

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City of Guyton

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Russ Deen, Mayor

Attest:

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Matthew D. Walker, City Clerk

STATE OF GEORGIA            )  
  )  
COUNTY OF EFFINGHAM    )

**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (“Agreement”) is made effective as of the \_\_\_ day of September, 2022 by and between **THE CITY OF GUYTON, GEORGIA** (“Seller” or the “City”) and **1004 KENS GUYTON IGA LLC** (“Purchaser”).

**WITNESSETH:**

WHEREAS, Seller is the owner of real property comprised of certain real property lying and being in the 10<sup>th</sup> G.M.D., Effingham County, City of Guyton, Georgia containing 0.09 acres, more or less, and being more particularly described in Exhibit A hereto (the “Property”), which is incorporated herein as if set forth verbatim; and

WHEREAS, the sale of City-owned property is often subject to certain requirements, such as sealed bid and/or auction requirements; and

WHEREAS, the Property is not subject to sale under O.C.G.A. § 32-7-3 et seq. because utilities are located on the property; and

WHEREAS, under O.C.G.A. § 36-37-6, an exception to other normal sale requirements applies under certain circumstances; and

WHEREAS, under O.C.G.A. § 36-37-6(g), “the governing authority of any municipal corporation is authorized to sell and convey parcels of narrow strips of land, so shaped or so small as to be incapable of being used independently as zoned or under applicable subdivision or other development ordinances, or as streets, whether owned in fee or used by easement, to abutting property owners where such sales and conveyances facilitate the enjoyment of the highest and best use of the abutting owner's property without first submitting the sale or conveyance to the process of an auction or the solicitation of sealed bids; provided, however, that each abutting property owner shall be notified of the availability of the property and shall have the opportunity to purchase said property under such terms and conditions as set out by ordinance”; and

WHEREAS, the Property is a narrow strip of land so small as to be incapable of being used independently as zoned or under applicable subdivision or other development ordinances; and

WHEREAS, the Property is incapable of being used independently as a street;  
and

WHEREAS, the “highest and best use” of the Property would be as an extension of the adjacent parking lot, which currently provides parking for patrons of a grocery store known as Ken’s IGA, which is owned by Purchaser; and

WHEREAS, Purchaser is the only abutting property owner who can put the Property to its highest and best use; and

WHEREAS, the City desires the Property be put to its highest and best use;  
and

WHEREAS, the Property being put to its highest and best use benefits the City and its residents;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the sum of Ten Dollars (\$10.00) and the mutual covenants, representations, warranties, agreements, and provisions herein contained, the adequacy and sufficiency of which is hereby acknowledged under seal, Seller and Purchaser hereby agree as follows:

1. Purchase and Sale. The undersigned Seller agrees to sell and the undersigned Purchaser agrees to buy the Property. The sale of the Property is subject to the restrictive covenants contained herein, which shall also be set forth in the quitclaim deed conveying title to the Property.
2. Consideration. Consideration for this Agreement shall be as follows:
  - a. Purchaser shall pay to Seller the amount of \$100.00 (the “Purchase Price”).
  - b. Purchaser shall within a reasonable time expand the Ken’s IGA parking lot to include as much of the Property as is reasonably feasible.
  - c. All expenses in connection with the transfer and sale of the Property, including, but not limited to, title insurance, recording fees, documentary stamps, and all other closing costs shall be paid by Purchaser.
  - d. The Purchase Price shall be paid by Purchaser in cash or immediately available certified funds to Seller concurrently with the conveyance of the Property by Seller to Purchaser.

- e. Purchaser shall be responsible for Seller's attorneys' fees, if any, and shall be responsible for any Georgia State Transfer Tax.
- f. The quitclaim deed of conveyance of the Property from Seller to Purchaser shall contain the following restrictive covenants, which shall run with the land and forever bind Purchaser and any and all of his successors in title:
  - i. The Property shall be used solely for the purpose of expanding parking from the adjacent property and for no other purposes whatsoever;
  - ii. The City of Guyton shall retain a perpetual, nonexclusive easement over and across the entire parcel for the maintenance of any existing utility and or drainage lines, as well as the installation and maintenance of any new utilities of any type, including the right to excavate, so long as the premises are restored to their condition prior to the excavation; and
  - iii. The City of Guyton shall retain ownership of all existing and future utilities and or drainage lines in, on, or under the Property.

3. Title. Title to the Property shall be conveyed by Seller to Purchaser by quitclaim deed subject to all valid restrictions of record and zoning ordinances affecting the same, in addition to the restrictive covenants set forth in the quitclaim deed.

4. Closing. Closing shall be held within 30 days of the date of execution of this Agreement by both parties.

5. Occupancy. Occupancy shall be delivered to Purchaser at Closing.

6. Closing Costs. All closing costs including, but not limited to, attorney's fees, intangible taxes, title insurance, recording costs, appraisal fees, and Georgia property transfer taxes, are to be paid by the Purchaser.

7. Entire Agreement: This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of all successors and assigns of the respective parties hereto. All additions or modifications to this Agreement shall only be in writing and signed by all parties and shall become an addendum to this Agreement. No verbal agreements of any kind between the parties regarding the subject matter of this Agreement shall be binding upon the parties.

8. Governing Law. This Agreement and all other documents or instruments delivered pursuant hereto shall be governed by and interpreted in accordance with the laws of

the State of Georgia.

9. Counterparts and Execution. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or by electronic mail, and the signature page of either party to any counterpart may be appended to any other counterpart. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be “written” and a “writing” for all purposes of this Agreement, and shall otherwise constitute an original document.

**PURCHASER:**

**1004 KENS GUYTON IGA LLC**

By: \_\_\_\_\_ (SEAL)  
Ken Nesmith, Member

**SELLER:**

**THE CITY OF GUYTON**

By: \_\_\_\_\_ (SEAL)  
Hon. Russ Deen,  
Mayor, City of Guyton

**EXHIBIT A**

**LEGAL DESCRIPTION**

All that certain parcel of land lying and being in the 10<sup>th</sup> G.M.D., Effingham County, City of Guyton, Georgia containing 0.09 acres and being more particularly described as follows:

COMMENCING at a pk nail found (PKNF) at the intersection of the northern right-of-way of Springfield Avenue (AKA Georgia Highway 119) and the western right-of-way of Central Boulevard; THENCE North 14°37'01" East a distance of 14.94' to a pk nail found (PKNF); THENCE North 38°26'00" East a distance 37.03' to a pk nail found (PKNF); THENCE South 13°36'49" East a distance of 3.73' to a point; THENCE North 38°26'00" East a distance of 33.48' to a point which is the POINT OF BEGINNING.

BEGINNING at said point; THENCE North 13°27'50" West a distance of 179.78' to a point; THENCE clockwise along the arc of a curve (Arc = 31.39', Radius = 70.414') which subtends a chord of South 60°19'00" East a distance of 31.13' to a point on the eastern right-of-way of Central Boulevard; THENCE the eastern right-of-way of Central Boulevard South 13°45'58" East a distance of 140.10' to a point; THENCE South 38°26'00" West a distance of 29.81' to a point which is the POINT OF BEGINNING.

Said parcel bound as follows:

NORTH by West Central Boulevard.

EAST by the eastern right-of-way of West Central Boulevard.

South by Highway 119.

West by lands of Ken Nesmith.

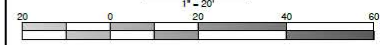


IGA

Our Family  
Serving  
Your Family

KEN'S IGA





MADMAL, LLC  
TAX PARCEL ID G0080009  
DB. 2616, PG. 853  
PB. B, PG. 189B

HERITAGE BANK OF THE SOUTH  
TAX PARCEL ID G0080011A00  
DB. 2046, PG. 121  
PB. B, PG. 189

KENS GUYTON IGA, LLC.  
TAX PARCEL ID G0080006  
DB. 2322, PG. 810  
PB. D, PG. 164B

**PARCEL A**  
0.11 ACRE

**REMAINDER**  
0.10 ACRE

**CENTRAL BOULEVARD**  
GA HWY. 17 - RW VARIES

N 84°53'55"W  
RAD= 70.68'  
ARC= 29.14'  
CHD= 28.94'

STORAGE (TOTAL)

18" RCP  
TERMINUS  
UNKNOWN

8' CHAIN  
LINK FENCE

METAL  
STORAGE  
SHED

WOOD  
STORAGE  
BUILDING

WOOD  
STORAGE  
BUILDING

8' CHAIN  
LINK FENCE

8' CHAIN  
LINK FENCE

COOLER AREA

ASPHALT

ASPHALT

ASPHALT

ASPHALT

STORAGE (TOTAL)

18" RCP  
TERMINUS  
UNKNOWN

8' CHAIN  
LINK FENCE

8' CHAIN  
LINK FENCE

8' CHAIN  
LINK FENCE

8' CHAIN  
LINK FENCE

N 76°14'02"E  
27.40'

S 13°45'58"E 165.03'

S 13°45'58"E 174.37'

N 70°42'29"E 185.53'

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# CITY OF GUYTON

PO Box 99 Guyton, Georgia 31312  
Telephone – 912.772.3353 • Fax – 912.772.3152  
www.cityofguyton.com  
*Working Together to Make a Difference*

**Mayor**  
Russell Deen  
**City Manager**  
Meketa Brown  
**City Clerk**  
Matthew Walker

## Surplus List

55 gallon drum 15w40 engine oil	9- 20ft sticks 6" c900 water pipe
40 quarts of 10w30 engine oil	2- partial sticks of 8" c900 water pipe
Stihl FS91R Weedeater	6- 15ft sticks of 8" sdr35 sewer pipe
Stihl FS94R Weedeater	3- partial sticks of 8" sdr35 sewer pipe
Stihl FS56RC Weedeater	31- 20ft sticks of 6" sch40 pvc pipe
(2) Stihl FS240R Weedeaters	16- 15ft sticks of 10" sdr35 sewer pipe
Poulan 2075 Chainsaw	7- 20ft sticks of 4" sdr21 pvc pipe
Powerbuilt Push Mower	95- 15ft sticks of 4" sdr35 sewer pipe
Remington Wheeled String Trimmer	
Pressure Pro 4000 Pressure Washer	
Takeuchi 35N Excavator	
Central Machinery Drill Press	
Scottsman Icemaker (Lynn Bonds)	
Sewer Push Camera (No brand information)	
Titan Industrial 8000 Generator	
All Pro 24ft Trailer	
26inch women's huffy bike	
MC-V 8088 CMOS system	
APC 280 Backup	
Computer Monitor	
Desktop Tower	
Misc Decorations	

**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:**

All labor and expenses are included within the lump sum fee provided.

**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:**

To the extent permitted by law, 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.

_____	_____
<b>Client</b>	<b>Pond &amp; Company</b>
_____	<i>Richard Fangman</i>
<b>Signed (Must be an Officer or Authorized Agent)</b>	<b>Signed (Must be an Officer or Authorized Agent)</b>
_____	Richard Fangman, PE, PTOE
<b>Typed Name</b>	<b>Typed Name</b>
_____	Vice President
<b>Title</b>	<b>Title</b>
_____	September 7, 2022
<b>Date</b>	<b>Date</b>