

City of Guyton, Georgia  
CITY COUNCIL MEETING  
October 11, 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**  

September 13, 2022                      City Council 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
Leisure Services	Lula Seabrooks
Hospital Authority	Tamela Mydell
Library Board	Jim Odum
- 6. Public Comments (will be limited to Agenda Items only)**
- 7. New Business**
  - a. Bid Opening and Consideration to approve signing contract for the WWTP LAS Hay Crop
  - b. Consideration to approve funds for WWTP Shelter Construction Projects
  - c. Consideration to approve proposed Leisure and Historical Committees Christmas Events
  - d. Consideration to approve Resolution 2022-10 regarding Rules of Decorum for All Meetings
  - e. First reading of Ordinance 2022-10 regarding Official Zoning Map of the City of Guyton
  - f. Consideration to approve the addition of City Clerk Matthew Walker as a signer for City Bank Accounts
  - g. Consideration to authorize the opening of an account for funds related to School Cameras

h. Consideration to approve Effingham Georgia Green Earth Day Festival Proposal

**8. Dates to Remember**

- a. Saturday, October 22, 2022 from 8:00am to 2:00pm – Guyton Fall Sale Along the Trail, Guyton Walking Trail, Guyton, GA 31312
- b. Wednesday, October 26, 2022 from 1:00am to 6:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- c. Saturday, October 29, 2022 from 5:00pm to 7:00pm – Guyton Trick or Trail!, Guyton Walking Trail, Guyton, GA 31312
- d. November 8, 2022 at 7:00pm - Guyton City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

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

**10. Consideration to adjourn this meeting**



**City of Guyton  
City Council Hearing and Meeting  
September 13, 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 September 13, 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, Councilmember Joseph Lee, Councilmember Hursula Pelote, and Councilmember Marshall Reiser were present at this meeting.

**Other Administrative Staff Present** – City Attorney Ben Perkins and City Manager Meketa Brown were present.

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

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**Invocation** – Pelote gave the invocation.

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

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

**Consideration to Approve Amended Minutes of Meeting for the July 12, 2022, Council Meeting, for the August 9, 2022, Council Meeting, and for August 25, 2022, Special Called Council Meeting** – Reiser made a motion to approve minutes of meetings from July 12, 2022, August 9, 2022, and August 25, 2022. 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
Historical Commission	Lucy Powell

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

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**New Business**

**Consideration to Approve Contract for the Sale of a certain 0.09 acre parcel of land lying and being in the 10<sup>th</sup> G.M.D., Effingham County, City of Guyton, Georgia** - Reiser made a motion to approve contract for the sale of a certain 0.09 acre parcel of land lying and being in the 10<sup>th</sup> G.M.D., Effingham County, City of Guyton, Georgia. Pelote seconded the motion. **Motion passed unanimously.**

**Consideration to Approve Surplus List** - Reiser made a motion to approve surplus list. Pelote seconded. Reiser, Pelote, Deen voted aye. Lee and Johnson voted nay. **Motion passed by a vote of 3-2.**

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**Consideration to Approve putting out an RFP for inventory, assessment, and rehabilitation of Guyton Walking Trail Oak Trees- Reiser** made a motion to approve putting out an RFP for inventory, assessment, and rehabilitation of Guyton Walking Trail Oak Trees. **Pelote** seconded. **Motion passed unanimously.**

**Consideration to Approve putting out a request for bids regarding a purchase agreement for the Guyton WWTP LAS produced hay bales - Reiser** made a motion to approve putting out a request for bids regarding a purchase agreement for the Guyton WWTP LAS produced hay bales. **Lee** seconded. **Motion passed unanimously.**

**Consideration to Approve agreement with Pond & Company for Comprehensive Plan Update - Johnson** made a motion to approve agreement with Pond & Company for Comprehensive Plan Update. **Lee** seconded. **Motion passed unanimously.**

**Consideration to Approve Funds to paint the caboose - Pelote** made a motion to approve funds to paint the caboose. **Reiser** seconded. **Motion passed unanimously.**

**Consideration to Approve \$1400 for grant writing services for the Public Safety and Community Violence Reduction Grant - Johnson** made a motion to approve \$1400 for grant writing services for the Public Safety and Community Violence Reduction Grant. **Pelote** seconded. **Motion passed unanimously.**

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## **General Government**

### **Citizen Concern – SPLOST Spending – Jeremiah Chancey**

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#### **Dates to Remember**

**Wednesday, September 14, 2022 from 9:00am to 1:00pm – Flu Shot Clinic, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, October 4, 2022 at 6:00pm–Special Called Planning and Zoning Public Hearing and Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, October 4, 2022 at 7:00pm– City Council Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Tuesday, October 11, 2022 at 7:00pm - City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Saturday, October 22, 2022 from 8:00am to 2:00pm – Guyton Fall Sale on the Trail, Guyton Walking Trail, Guyton, GA 31312**

**Wednesday, October 26, 2022 from 1:00pm to 6:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**

**Saturday, October 29, 2022 from 5:00pm to 7:00pm – Guyton Trick or Trail!, Guyton Walking Trail, Guyton, GA 31312**

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#### **Public Comments (will be limited to Agenda Items only) – Jeremiah Chancey**

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**Consideration to adjourn- Reiser** made a motion to adjourn. **Pelote** seconded. **Motion passed unanimously.** Meeting adjourned at approximately 7:44 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

**Agreement, Waiver, Release, and Acknowledgment Regarding Guyton Hay Crop:**

I, \_\_\_\_\_ (“Buyer”) hereby acknowledge, covenant, and agree as follows:

1. This Agreement, Waiver, Release, and Acknowledgment Regarding Guyton Hay Crop (the “Agreement”) is a contractual agreement between Buyer and the City of Guyton, Georgia (the “City”) (each individually, a “party”; jointly, the “parties”).
2. Buyer acknowledges and understands the City of Guyton (the “City”) operates a land application system which uses Effluent from the City’s wastewater treatment plant to irrigate fields planted with grasses that produce hay crop (the “Guyton Hay Crop”). For purposes of this Agreement, “Effluent” means non-potable fluid discharge treated to secondary quality, per Georgia Environmental Protection Division Regulations. The Effluent is partially treated and is not suitable for use on food crops or for human use or consumption. Buyer acknowledges and agrees, therefore, that the Guyton Hay Crop is only usable as cattle feed or livestock bedding material. Buyer further acknowledges and agrees that the Guyton Hay Crop is not suitable for human use or consumption. Buyer also acknowledges and agrees that the City of Guyton makes no representations regarding the Guyton Hay Crop other than as set forth in this Agreement.
3. Buyer acknowledges and agrees that it has been selected as the winning bidder to purchase the Guyton Hay Crop. In consideration of being permitted to purchase or acquire the Guyton Hay Crop at minimal cost, Buyer hereby knowingly and voluntarily acknowledges and agrees to the following conditions:
  - a. Buyer understands that the City or its designated representatives shall cut and bale the Guyton Hay Crop periodically throughout the year. However, the City makes no representation as to how many (if any) bales the Guyton Hay Crop will produce. When the City or its designated representative cuts and bales the Guyton Hay Crop, it shall notify Buyer in writing. Buyer shall within 10 days of receiving the written notification remove all bales of the Guyton Hay Crop from the location designated by the City. Buyer’s failure to remove the Guyton Hay Crop within the designated time period shall be considered a material breach of this Agreement and grounds for the City to terminate the Agreement by providing written notice to Buyer.
  - i. Buyer shall provide to the City contact information through which it can deliver written notices. Electronic communications shall be considered written notice under this Agreement.

- b. Buyer covenants and agrees to purchase the entire Guyton Hay Crop produced during the Contract Term (see Section 3(c)). Buyer shall purchase the Guyton Hay Crop at the price listed in its Bid, which is attached hereto as Exhibit A.
- c. This Agreement shall have a one-year term. The term shall run from the date the parties execute this Agreement (the “Contract Term”).
- d. Buyer understands and acknowledges that hay loses quality and nutritional value if it is rained on after having been cut. Buyer further understands and acknowledges that the City makes no representation as to the quality of the Guyton Hay Crop (including no representations regarding whether weeds such as fennel are contained in or have otherwise contaminated the Guyton Hay Crop), and the City is not responsible for covering the Guyton Hay Crop to prevent it from being rained on after it has been cut and/or baled.
- e. Buyer acknowledges and agrees that it is solely responsible for the Guyton Hay Crop in the event it resells the Guyton Hay Crop. Buyer further acknowledges and agrees that it would be solely liable for any loss or harm suffered by anyone who uses the Guyton Hay Crop for any reason, whether or not that person knows the Guyton Gay Crop was irrigated with Effluent, and, therefore, only suitable for cattle feed or livestock bedding material. Buyer therefore agrees to indemnify the City if it is subjected to a claim or lawsuit related to the Guyton Hay Crop purchased by Buyer in any way. Buyer’s duty to indemnify the City shall extend to all claims and lawsuits, including, without limitation, those for injunction or other equitable relief, damage to real property, personal property, or for personal injury, and to the attorneys’ fees and costs incurred by the City in responding to such claim(s) or lawsuit(s). Buyer further covenants and agrees that it shall indemnify the City for any related damages, whether general, special, or consequential, and whether for economic losses, diminution in value, or in any other form, to the extent that this Section 3(e) does not already provide for such indemnification.
- f. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County, and the parties to this Agreement hereby consent to the jurisdiction of that Court.
- g. This Agreement 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 with respect to the subject matter of this Agreement, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement. The parties mutually declare there are no oral understandings or promises not contained in this Agreement, which contains the complete, integrated, and final agreement between the parties regarding the subject matter of this Agreement.

- h. Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by the Parties to this Agreement.
- i. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- j. If any one or more of the provisions contained herein is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless the intent of this Agreement cannot be carried out in the absence of such provision.
- k. This Agreement may not be assigned or transferred in whole or in part by the Owner without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Failure to obtain the City's approval of any assignment of this Agreement shall terminate the City's obligations and shall forfeit the Owner's rights hereunder. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.
- l. Buyer voluntarily and knowingly agrees to assume full responsibility for any and all risks, injuries, or damages, known or unknown, which Buyer might incur as a result of acquiring and/or using the Guyton Hay Crop. Therefore, for Buyer and for Buyer's past, present and future representatives, agents, successors, assigns, heirs and beneficiaries, Buyer hereby forever releases, discharges, and covenants not to sue, the City of Guyton and its past, present and future employees, agents, representatives, successors, assigns, heirs, elected and appointed officials, from all claims, suits, costs, and causes of action, whether known or



unknown, that does or may arise from Buyer's use of the Guyton Hay Crop and/or Buyer's removal of the Guyton Hay Crop from City property.

- 4. Having carefully read this Agreement in its entirety, Buyer indicates its agreement by its signature as of the date set forth below.

This \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Printed name

# **EXHIBIT A**

## ***Buyer's Bid***

**CITY OF GUYTON  
STATE OF GEORGIA**

**RESOLUTION NUMBER 2022-10**

**A RESOLUTION OF THE CITY OF GUYTON ADOPTING THE CITY OF GUYTON  
RULES OF DECORUM FOR ALL MEETINGS; TO PROVIDE FOR SEVERABILITY;  
TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND  
RESOLUTIONS AND PARTS THEREOF 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 and resolutions relating to its property, affairs, and local government; and

**WHEREAS**, Section 2.20 of the Charter of the City of Guyton provides that the City Council shall adopt rules of procedure with regard to its meetings; and

**WHEREAS**, the City Council finds it consistent with the City Charter to adopt rules of decorum for all meetings that, among other things:

- 1) Provide an equal forum for all members of the public to participate in the City's various meetings;
- 2) Promote appropriateness and propriety of behavior and conduct at meetings;
- 3) Ensure orderly and professional meetings; and
- 4) Further the conduct of the City's business.

**NOW THEREFORE, IT IS HEREBY RESOLVED 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. Adoption of Rules of Decorum for All Meetings.** The City Council of the City of Guyton hereby adopts the "Rules of Decorum for All Meetings" attached hereto as Exhibit A, which is incorporated by reference as if set forth verbatim herein.

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

**Section 3. Repealer.** All ordinances and resolutions and parts thereof in conflict with this resolution are hereby repealed.

**Section 4. Effective Date.** This resolution including the City of Guyton Rules of Decorum for All Meetings attached hereto shall become effective immediately upon its adoption by the City Council.

SO RESOLVED, this \_\_ day of October, 2022.

**CITY OF GUYTON**

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Russ Deen, Mayor

Attest:

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Matthew Walker, City Clerk

# **EXHIBIT A**

## **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  
STATE OF GEORGIA**

**ORDINANCE NUMBER 2022-10**

**AN ORDINANCE BY THE MAYOR AND COUNCIL FOR THE CITY OF GUYTON TO AMEND AND RESTATE THE OFFICIAL ZONING MAP OF GUYTON, GEORGIA; 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; and

**WHEREAS**, the duly elected governing authority of the City of Guyton, Georgia have the authority to amend The Official Zoning Map of Guyton, Georgia from time to time; and

**WHEREAS**, the duly elected governing authority of the City of Guyton, Georgia have resolved to amend The Official Zoning Map of Guyton, Georgia;

**NOW THEREFORE, 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 City of Guyton, Georgia Zoning Ordinance be amended to reflect, adopt, and incorporate the zoning map titled “The Official Zoning Map of Guyton, Georgia”, which is accessible to the public for viewing at City of Guyton City Hall, is attached hereto as Exhibit A, is incorporated herein by reference as if set forth verbatim herein, and becomes part of this Ordinance. Upon adoption of this Ordinance, The Official Zoning Map of Guyton, Georgia will be maintained as a public record at City Hall.
- Section 2.** If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.
- Section 3.** This ordinance shall become effective immediately upon its adoption by the City Council.
- Section 4.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022 by the duly elected governing authority of the City of Guyton, Georgia.

**CITY OF GUYTON**

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

**ATTEST:**

\_\_\_\_\_  
Matthew Walker, City Clerk

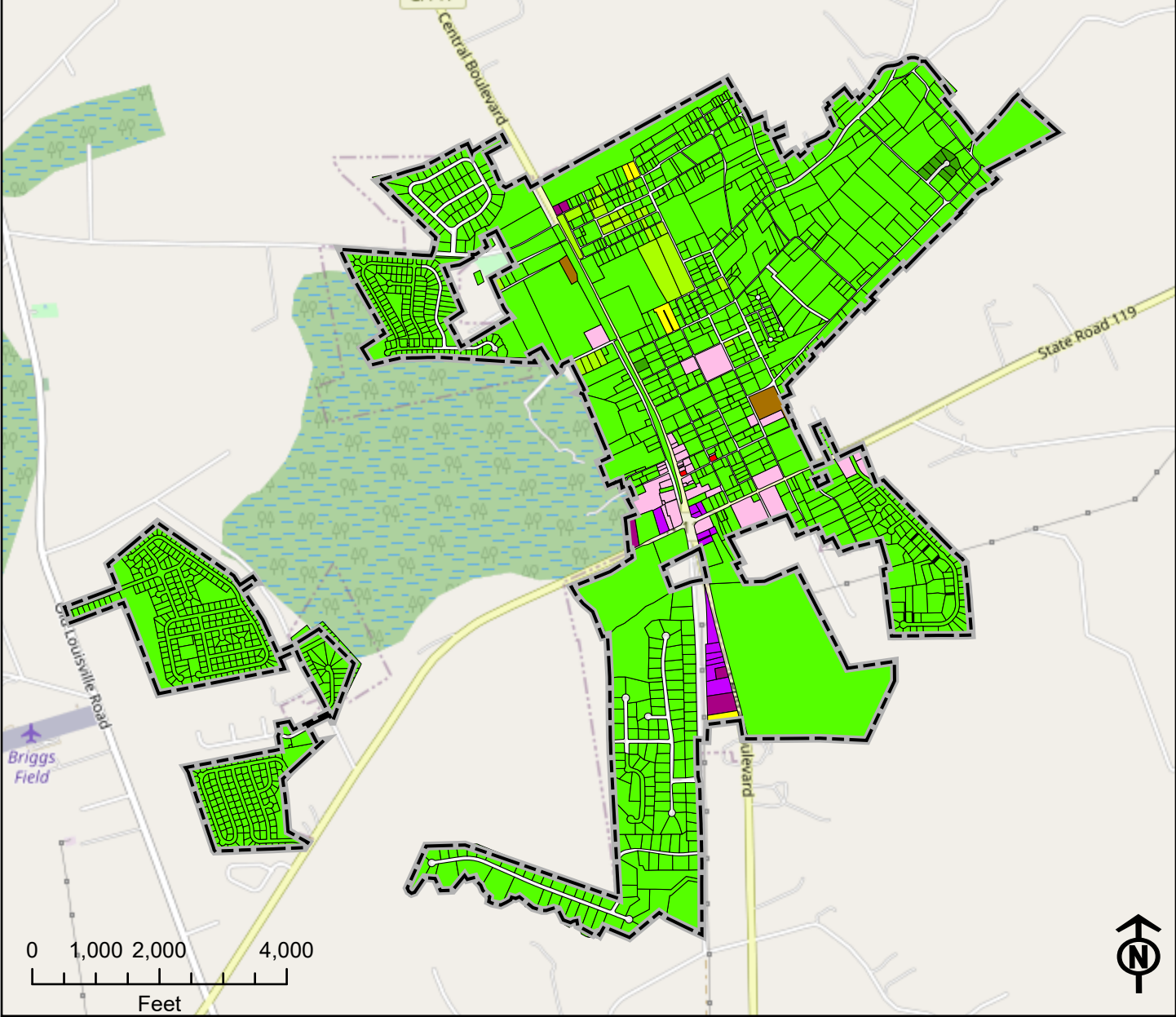
Date of First Reading: \_\_\_\_\_; Date of Second Reading and Adoption: \_\_\_\_\_


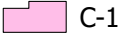








# **EXHIBIT A**

The Official Zoning Map of Guyton, Georgia



# ZONING FOR THE CITY OF GUYTON, GEORGIA



<b>ZONING</b>	 M-H
 C-1	 M-U
 C-2	 R-1
 C-3	 R-2
 I-G	 R-4
	 CITY BOUNDARY



DRAWN BY: G. HINES

Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Coordinate System: NAD 1983 StatePlane Georgia East FIPS 1001 Feet

Mayor: Russ Deen Date

City Clerk: Matthew Walker Date



*The mission of Effingham Georgia Green (EGG) is to create, educate, and advocate for a greener Effingham County, Georgia, where nature thrives along with people.*

## **Earth Day April 22, 2023**

Effingham Georgia Green (EGG) Proposal Bullet Points for Guyton City Council  
(Rita Elliott)

**Proposal:** If Guyton provides the venue then Effingham Georgia Green (EGG) will create, administer, run, and dismantle an Earth Day Festival.

### **Goals**

1. To create an educational and enjoyable festival for children and adults.
2. To educate residents of Guyton and Effingham County about escalating environmental issues facing us.
3. To provide specific, relevant hands-on activities and information.
4. To motivate residents to do tangible things long after the festival ends that will make their city and county a greener, healthier, more enjoyable place in which to live, work and play.

### **Components**

1. Booths (tables and/or tents) operated by environmental organizations. Encouraging hands-on activities and “green” take-away items.
2. Vendors. Selling environmentally useful or friendly items.
3. Make/Take/Discover Tent. Short (10-20 minute) mini workshops and project creation activities occurring approximately every 30 minutes.

### **Methods**

1. EGG will contact potential participants and sign-up those who want to participate.
2. Participants will receive from EGG information and a specific marked spot to set up their booth.
3. EGG will encourage environmentally-sound festivities (recycling, using green products, discouraging non-green items (ie balloons, plastic promotional materials), using non-permanent items (chalk on paths; temporary marking paint to mark booth locations, etc.)
4. EGG and the City of Guyton will advertise the event.
5. EGG will have a booth and will be there before, during, and after the event to coordinate, educate, facilitate, and clean up Earth Day Festival items.
6. Vendors associated with Earth Day will pay a \$20 per booth fee to the City of Guyton. Individuals and organizations who are not selling anything will not be charged a fee. EGG will charge no fees.