

City of Guyton, Georgia
SPECIAL CALLED CITY COUNCIL MEETING
November 30, 2023 at 7 P.M.



**Guyton Gymnasium
505 Magnolia Street
Guyton, GA 31312**

AGENDA

- 1. Call to Order**
 - 2. Second reading and consideration of Ordinance 2023-11 approving a budget amendment for FY 2022/23**
 - 3. Consideration to engage Nutter & Associates, Inc. to perform work associated with the abandonment of temporary wells and installation of new wells**
 - 4. Consideration to approve Resolution 2023-15 authorizing the City of Guyton, Georgia to opt out and/or file a request for exclusion from the nationwide class settlements related to PFAS**
 - 5. Consideration to approve the Representation Agreement for Water Litigation and to authorize the Mayor to execute the same**
 - 6. Public Comments (limited to Agenda Items only)**
 - 7. Dates to Remember**
 - a. Early Voting will be held at the Effingham County Board of Elections and Registration office located at 284 GA Highway 119 S, Springfield, GA at the following dates and times:
Monday, November 27th through Friday, December 1st from 9:00am until 5:00pm
 - b. Saturday, December 2, 2023 from 8:00am until 2:00pm – Guyton Winter Sale Along the Trail and Christmas Parade, Guyton Walking Trail, 310 Central Blvd., Guyton, GA 31312
 - c. Tuesday, December 5, 2023 from 7:00am until 7:00pm, General Runoff Election at your polling location
 - d. Saturday, December 9, 2023 from 4:00pm until 7:00pm, A Tour of Churches, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - e. Saturday, December 9, 2023 from 6:00pm until 9:00pm, Historical Preservation Holiday Social, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - f. Tuesday, December 12, 2023 at 5:30pm - Historical Commission Luminary Service, Ferguson/Guyton Cemeteries, Guyton, GA 31312
 - g. Tuesday, December 12, 2023 at 7:00pm - City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - 8. Consideration to adjourn**
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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 2023-11

**AN ORDINANCE OF THE CITY OF GUYTON AMENDING THE CITY OF GUYTON
BUDGET FOR THE YEAR ENDED JUNE 30, 2023; 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 6.25 of the Charter of the City of Guyton provides that the Mayor of the City of Guyton shall each year submit to the City Council a proposed operating budget for the ensuing fiscal year; and

WHEREAS, Section 6.29 of the Charter of the City of Guyton provides that the Mayor of the City of Guyton shall each year submit to the City Council a proposed capital budget for the ensuing fiscal year; and

WHEREAS, the Mayor of the City of Guyton has submitted to the City Council a proposed budget for the year ending June 30, 2023, and

WHEREAS, the City Council adopted said budget; and

WHEREAS, the Mayor of the City of Guyton is hereby presenting to the City Council a proposed Budget Amendment for the fiscal year ending June 30, 2023, which is attached hereto as Exhibit A; and

WHEREAS, Section 6.26(b) of the Charter of the City of Guyton provides that “[a]doption of the budget shall take the form of an appropriations ordinance setting out the estimated revenues in detail by sources and making appropriations according to fund and by organizational unit, purpose, or activity . . .”

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. Adoption of Budget Amendment for the Year Ending June 30, 2023. The City Council of the City of Guyton hereby adopts the Budget Amendment attached hereto as Exhibit A and incorporated by reference as if set forth verbatim herein.

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

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

Section 4. Effective Date. This ordinance including the Budget attached hereto shall become effective upon the first day of the fiscal year ending June 30, 2023.

SO ORDAINED, this ____ day of _____, 2023.

CITY OF GUYTON

Hon. Russ Deen, Mayor

Attest: _____

Fabian Mann, City Clerk

EXHIBIT A

City of Guyton Budget Amendment for the Fiscal Year Ending June 30, 2023

City of Guyton, Georgia

APPENDIX A

	<u>Original Budget</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
General Fund			
Revenues and other Financing Sources			
Taxes	\$ 1,186,360	\$ 277,940	\$ 1,464,300
Licenses & permits	101,850	(3,950)	97,900
Intergovernmental	41,000	27,900	68,900
Charges for services	245,200	(7,400)	237,800
Fines & forfeitures	26,250	38,550	64,800
Miscellaneous	11,500	11,000	22,500
Other financing sources			
Proceeds from sale of assets	2,300	134,100	136,400
Proceeds from capital lease		-	-
Interfund transfers	280,280	(280,280)	-
Total Revenues and other Financing Sources	<u>\$ 1,894,740</u>	<u>\$ 197,860</u>	<u>\$ 2,092,600</u>
Expenditures			
Other General Government	\$ 150,480	\$ (20,480)	\$ 130,000
City Council	35,950	2,050	38,000
General Administration	387,050	(26,050)	361,000
Public safety - Police	631,700	27,900	659,600
Public works - Streets	424,560	5,440	430,000
Public works - Sanitation	210,000	(2,000)	208,000
Recreation - Historical Commission and Leisure services	5,000	292,400	297,400
Housing and Development - Economic Development	50,000	(32,000)	18,000
Total Expenditures	<u>\$ 1,894,740</u>	<u>\$ 247,260</u>	<u>\$ 2,142,000</u>
<i>Excess of revenues over expenditures</i>	<u>\$ -</u>	<u>\$ (49,400)</u>	<u>\$ (49,400)</u>

	<u>Original Budget</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
Water and Sewer Fund			
Revenues and Other Financing Sources			
Charges for services	\$ 1,181,000	\$ (99,500)	\$ 1,081,500
Connection fees	370,000	14,800	384,800
Miscellaneous	48,500	15,800	64,300
Other financing sources	837,000	(202,850)	634,150
Total Revenues and other Financing Sources	<u>\$ 2,436,500</u>	<u>\$ (271,750)</u>	<u>\$ 2,164,750</u>
Expenditures and Other Financing Uses			
Wages	\$ 59,000	\$ (9,000)	\$ 50,000
Payroll tax	4,800	(2,800)	2,000
Legal and professional	520,000	(110,000)	410,000
Insurance	29,600	1,400	31,000
Bad debts	-	-	-
Utilities	74,000	(11,000)	63,000
Supplies	40,000	28,000	68,000
Postage	6,000	3,000	9,000
Chemicals	7,500	(500)	7,000
Other	33,970	21,030	55,000
Repairs and Maintenance	200,500	34,500	235,000
Depreciation	345,000	-	345,000
Interest	325,000	(850)	324,150
Other financing uses (interfund transfers)	780,280	(140,698)	639,582
Total Expenditures and other Financing Uses	<u>\$ 2,425,650</u>	<u>\$ (186,918)</u>	<u>\$ 2,238,732</u>
<i>Use of prior year reserves (fund balance)</i>	<u>\$ -</u>	<u>\$ 73,982</u>	<u>\$ 73,982</u>

	<u>Original Budget</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
SPLOST Fund			
Revenues - Intergovernmental	\$ <u>424,000</u>	\$ <u>73,000</u>	\$ <u>497,000</u>
Expenditures and Other Financing Uses			
General government - General administration	\$ -	\$ 8,000	\$ 8,000
Public safety - Police	97,000	(28,000)	69,000
Public works - Streets	232,000	74,000	306,000
Recreation	9,000	475,000	484,000
Water & Sewer (Transfers to)	337,000	(241,000)	96,000
Total Expenditures and other Financing Uses	\$ <u>675,000</u>	\$ <u>288,000</u>	\$ <u>963,000</u>
<i>Use of prior year reserves (fund balance)</i>	\$ <u>(251,000)</u>	\$ <u>(215,000)</u>	\$ <u>(466,000)</u>

TSPLOST Fund			
Revenues and Other Financing Sources			
Intergovernmental	\$ 315,000	\$ 161,000	\$ 476,000
Investment earnings	-	-	-
Proceeds from debt issuance	-	-	-
Total Revenues and other Financing Sources	\$ <u>315,000</u>	\$ <u>161,000</u>	\$ <u>476,000</u>
Expenditures and Other Financing Uses			
Public works - Streets	\$ 1,050,000	(895,800)	154,200
Debt service	-	491,000	491,000
Total Expenditures and other Financing Uses	\$ <u>1,050,000</u>	\$ <u>(404,800)</u>	\$ <u>645,200</u>
<i>Use of prior year reserves (fund balance)</i>	\$ <u>(735,000)</u>	\$ <u>565,800</u>	\$ <u>(169,200)</u>

	<u>Original Budget</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
Debt Service Trust Fund			
Investment earnings	\$ 10	\$ -	\$ 10
Other Financing Sources - Transfer from Water and Sewer Fund	<u>500,000</u>	<u>139,582</u>	<u>639,582</u>
Total Revenues and other Financing Sources	<u>\$ 500,010</u>	<u>\$ 139,582</u>	<u>\$ 639,592</u>
 Other Financing Uses - Transfer to Water and Sewer Fund	 <u>\$ 500,000</u>	 <u>\$ (10,850)</u>	 <u>489,150</u>
 <i>Excess of revenues to expenditures</i>	 <u>\$ 10</u>	 <u>\$ 150,432</u>	 <u>\$ 150,442</u>

City of Guyton
Budget Amendment #1 - General Fund
For the Year Ended June 30, 2023

			Original Budget	Amendment #1	Amended Budget
Taxes					
100-31-1310	MOTOR VEHICLE TAX	R	1,360	(460)	900
100-31-1312	TITLE AD VALOREM TAX (TAVT)	R	110,000	17,100	127,100
100-31-1315	PROPERTY TAX	R	230,000	(17,500)	212,500
100-31-1600	REAL ESTATE TRANSFER TA	R	1,000	25,300	26,300
100-31-1700	FRANCHISE TAX	R	150,000	(24,200)	125,800
100-31-3100	LOCAL OPTION SALES TAX	R	460,000	155,800	615,800
100-31-3101	SPLOST EXCISE TAX	R	-	700	700
100-31-4016	LOST EXCISE TAX	R	17,600	6,800	24,400
100-31-4200	BEER AND WINE TAX	R	55,400	(3,000)	52,400
100-31-6200	INSURANCE PREMIUM TAX (R	151,000	58,500	209,500
100-31-8000	INTANGIBLE TAXES	R	10,000	58,900	68,900
Total Taxes			1,186,360	277,940	1,464,300
Licenses & permits					
100-32-1000	BUSINESS LICENSE FEE	R	23,000	(4,500)	18,500
100-32-1100	ALCOHOL BEVERAGE LICENSE	R	8,500	(2,000)	6,500
100-32-2210	ZONING FEES	R	350	(50)	300
100-32-3100	BUILDING PERMITS	R	70,000	2,600	72,600
Total Licenses & permits			101,850	(3,950)	97,900
Intergovernmental					
100-33-1000	GRANT REVENUES - GF - GA	R	-	27,500	27,500
100-33-4310	LMIG	R	41,000	400	41,400
Total Intergovernmental			41,000	27,900	68,900
Charges for services					
100-34-1910	ELECTION QUALIFYING FEE	R	200	(200)	-
100-34-4190	GARBAGE COLLECTION FEE	R	245,000	(7,200)	237,800
Total Charges for services			245,200	(7,400)	237,800
Fines & forfeitures					
100-35-1170	PD FEES AND FINES ACCOU	R	26,250	38,550	64,800
Total Fines & forfeitures			26,250	38,550	64,800
Miscellaneous					
100-38-1000	RENT INCOME	R	2,000	3,900	5,900
100-38-9020	MISCELLANEOUS REVENUE	R	6,000	200	6,200
100-38-3740	LS - DONATIONS	R	-	500	500
100-38-9070	RUMMAGE SALE SPACES	R	3,500	3,200	6,700
100-38-9100	INS. PROCEEDS, RECOVERIE	R	-	3,200	3,200
Total Miscellaneous			11,500	11,000	22,500
Other financing sources					
100-39-2100	SALE OF ASSETS	R	2,300	134,100	136,400
100-39-0505	TRANSFER FROM WATER & SEWER	R	280,280	(280,280)	-
Total Other financing sources			282,580	(146,180)	136,400
Other General Government					
100-1000-5003	EE INSURANCE	E	8,100	(4,100)	4,000
100-1000-5111	SALARIES-FACILITIES	E	41,080	(4,080)	37,000
100-1000-5124	GMA RETIREMENT FUND	E	-	1,000	1,000
100-1000-5750	EFFINGHAM DAY AT CAPITO	E	-	1,000	1,000
100-1000-5122	TAXES - PAYROLL & UNEMP	E	4,000	(1,000)	3,000
100-1000-5216	PROFESSIONAL SERVICES	E	-	1,000	1,000
100-1000-5222	CITY PRTY-MAINTENANCE/	E	27,000	1,000	28,000

City of Guyton
Budget Amendment #1 - General Fund
For the Year Ended June 30, 2023

			Original Budget	Amendment #1	Amended Budget
100-1000-5231	GENERAL INSURANCE	E	20,000	(9,000)	11,000
100-1000-5232	INSURANCE - PROPERTY	E	5,800	(5,800)	-
100-1000-5321	SEASONAL DECORATIONS	E	2,500	(2,500)	-
100-1000-5413	CITY HALL RENOVATIONS	E	-	10,000	10,000
100-1000-5422	INSURANCE - VEHICLE	E	1,000	(1,000)	-
100-1000-5715	BUILDING INSPECTOR	E	40,000	(8,000)	32,000
100-1000-5735	P&Z COMMITTEE PAY	E	1,000	1,000	2,000
Total Other General Government			150,480	(20,480)	130,000
City Council					
100-1100-5111	SALARIES	E	19,200	(1,200)	18,000
100-1100-5122	PAYROLL TAXES	E	1,500	500	2,000
100-1100-5231	GENERAL INSURANCE	E	6,500	500	7,000
100-1100-5237	TRAINING & TRAVEL	E	8,000	-	8,000
100-1100-5318	MISCELLANEOUS EXPENSE	E	750	2,250	3,000
Total City Council			35,950	2,050	38,000
General Administration					
100-1500-5121	EMPLOYEE INSURANCE	E	-	11,000	11,000
100-1500-5355	GYM DEP. & KEY REFUND	E	-	1,000	1,000
100-1500-1710	BANK CHARGES	E	300	700	1,000
100-1500-5003	EMPLOYEE INSURANCE	E	17,000	-	17,000
100-1500-5111	SALARIES	E	131,000	(6,000)	125,000
100-1500-5122	PAYROLL TAXES	E	10,500	2,500	13,000
100-1500-5124	RETIREMENT	E	1,000	1,000	2,000
100-1500-5127	WORKERS COMP	E	1,300	(300)	1,000
100-1500-5131	GENERAL INSURANCE	E	2,500	500	3,000
100-1500-5212	AUDIT	E	8,000	-	8,000
100-1500-5214	LEGAL SERVICES	E	62,000	(2,000)	60,000
100-1500-5215	ENGINEERING	E	-	1,000	1,000
100-1500-5216	PROFESSIONAL SERVICES	E	75,000	(45,000)	30,000
100-1500-5222	BUILDING MAINTENANCE	E	5,000	5,000	10,000
100-1500-5233	ADS	E	2,500	1,500	4,000
100-1500-5235	TRAVEL & TRAINING	E	7,500	1,500	9,000
100-1500-5236	DUES	E	6,750	(750)	6,000
100-1500-5240	POSTAGE	E	6,500	(3,500)	3,000
100-1500-5242	TELEPHONE	E	12,900	(1,900)	11,000
100-1500-5250	UTILITIES	E	6,800	(1,800)	5,000
100-1500-5310	OFFICE SUPPLIES	E	17,000	10,000	27,000
100-1500-5318	STAFF/INMATE INCIDENTAL	E	-	1,000	1,000
100-1500-5365	SPECIAL EVENTS	E	500	500	1,000
100-1500-5395	BUDGET WORKSHOP	E	500	(500)	-
100-1500-5424	COMPUTER EQUIPMENT	E	2,000	(2,000)	-
100-1500-5426	ALARM SYSTEM	E	500	500	1,000
100-1500-5429	ACCOUNTING SOFTWARE	E	10,000	-	10,000
Total General Administration			387,050	(26,050)	361,000
Public safety - Police					
100-3200-5100	PD - WAGES, FULL TIME OFFI	E	-	200	200
100-3200-5112	PAYROLL- SCHOOL RESOURCE OFFICER	E	-	16,100	16,100
100-3200-5214	LEGAL FEES	E	-	16,000	16,000
100-3200-5229	PD BLDG. UPGRADES & REP	E	-	1,200	1,200
100-3200-5236	PD CLERK TRAINING	E	-	400	400
100-3200-5412	CAR & EQUIP - SCHOOL RESOURCE OFFICER	E	-	8,600	8,600
100-3200-5422	PD - CAR PURCHASE	E	-	33,300	33,300
100-3200-5105	SALARIES	E	385,000	(42,500)	342,500
100-3200-5107	PD - SALARY, POLICE CHIEF	E	-	300	300

City of Guyton
Budget Amendment #1 - General Fund
For the Year Ended June 30, 2023

			Original Budget	Amendment #1	Amended Budget
100-3200-5113	OVERTIME	E	10,000	12,600	22,600
100-3200-5121	PAYROLL TAXES	E	31,600	(4,600)	27,000
100-3200-5124	RETIREMENT	E	31,600	(28,000)	3,600
100-3200-5127	WORKERS COMP	E	12,000	4,200	16,200
100-3200-5131	PD INSURANCE	E	16,000	(3,300)	12,700
100-3200-5133	EMPLOYEE INSURANCE	E	34,000	18,800	52,800
100-3200-5211	PD COMPUTER SFTWR & UP	E	-	100	100
100-3200-5222	MAINTENANCE	E	1,500	(1,500)	-
100-3200-5232	POSTAGE	E	500	(500)	-
100-3200-5237	TRAINING & TRAVEL	E	1,750	150	1,900
100-3200-5245	JUDGE	E	3,000	-	3,000
100-3200-5250	PUBLIC DEFENDER	E	10,200	(10,200)	-
100-3200-5255	UTILITIES	E	26,000	(7,900)	18,100
100-3200-5260	PD - PUBLIC DEFENDER	E	-	10,200	10,200
100-3200-5265	ENFORCEMENT EXPENSE	E	2,250	(1,350)	900
100-3200-5310	OFFICE SUPPLIES	E	3,000	(1,000)	2,000
100-3200-5317	UNIFORMS	E	4,000	(900)	3,100
100-3200-5322	GLOBAL SOFTWARE	E	7,500	200	7,700
100-3200-5330	GAS	E	30,000	3,900	33,900
100-3200-5335	PD MISCELLANEOUS	E	2,600	1,800	4,400
100-3200-5370	AMMUNITION	E	1,000	(900)	100
100-3200-5424	VEHICLE MAINTENANCE	E	9,000	(4,500)	4,500
100-3200-5425	PD-EQPMT MNTC/RPR - OFC	E	900	1,100	2,000
100-3200-5426	WEAPONS	E	1,000	(1,000)	-
100-3200-5431	PD - GSCCCA	E	3,200	6,500	9,700
100-3200-5432	PD - EFF CNTY VICTIM WITN	E	800	600	1,400
100-3200-5433	PD - PEACE OFFICERS A & B	E	1,500	(1,500)	-
100-3200-5440	ALARM SYSTEM	E	600	-	600
100-3200-5733	SHERIFF'S OFFICE	E	1,200	1,300	2,500
Total Public safety - Police			631,700	27,900	659,600
Public works - Streets					
100-4200-5110	SALARIES	E	-	(1,000)	(1,000)
100-4200-5212	ENGINEERING	E	-	5,000	5,000
100-4200-5216	PROFESSIONAL SERVICES	E	204,000	(10,000)	194,000
100-4200-5221	EQUIPMENT REPAIRS	E	19,000	(6,000)	13,000
100-4200-5223	REPAIRS AND MAINTENANC	E	11,000	(10,000)	1,000
100-4200-5228	VEHICLE MAINTENANCE	E	10,000	4,000	14,000
100-4200-5238	COUNTY CONTRACT - INMATE SUPERVISOR	E	56,260	740	57,000
100-4200-5250	UTILITIES - GARAGE	E	15,000	(14,000)	1,000
100-4200-5260	UTILITIES - STREET LIGHTS	E	55,000	25,000	80,000
100-4200-5310	SUPPLIES	E	6,500	11,500	18,000
100-4200-5423	GAS	E	6,800	5,200	12,000
100-4200-5422	CAPITAL OUTLAYS - STREET	E	41,000	(5,000)	36,000
Total Public works - Streets			424,560	5,440	430,000
Public works - Sanitation					
100-4500-5221	GARBAGE FEE/SANITATION	E	210,000	(2,000)	208,000
Total Public works - Sanitation			210,000	(2,000)	208,000
Recreation - Historical Commission and Leisure services					
100-6100-5212	PROFESSIONAL FEES	E	-	4,900	4,900
100-6100-5305	SPECIAL EVENTS - GENERAL	E	-	1,400	1,400
100-6100-5370	RECREATION - BALL PARK F	E	-	400	400
100-6100-5300	SUPPLIES	E	-	500	500
100-6100-5310	LEISURE SERVICES	E	-	200	200

City of Guyton
Budget Amendment #1 - General Fund
For the Year Ended June 30, 2023

		Original Budget	Amendment #1	Amended Budget
100-6100-5320	COMMUNITY EVENTS	-	1,000	1,000
100-6100-5395	EVENTS, SPECIAL/CITY	5,000	(2,000)	3,000
100-6100-5425	CAPITAL OUTLAYS - RECRE	-	286,000	286,000
Total Recreation - Historical Commission and Leisure services		5,000	292,400	297,400
 Housing and Development - Economic Development				
100-7500-5210	CONTRACTED SERVICES-ECONOMIC DEVELCE	50,000	(32,000)	18,000
Total Housing and Development - Economic Development		50,000	(32,000)	18,000
TOTAL GENERAL EXPENSE		1,894,740	247,260	2,142,000
TOTAL GENERAL REVENUE		1,894,740	197,860	2,092,600
SURPLUS(DEFICIT)			(49,400)	(49,400)

City of Guyton
Budget Amendment #1 - Water and Sewer Fund
For the Year Ended June 30, 2023

			Original Budget	Amendment #1	Amended Budget
Charges for services					
505-34-612	ADMIN FEE- WATER & SEWR		-	900	900
505-34-4210	WATER REVENUE	R	658,000	(65,000)	593,000
505-34-4255	SEWAGE REVENUE	R	523,000	(35,400)	487,600
Total Charges for services			1,181,000	(99,500)	1,081,500
Connection fees					
505-39-1320	CUT IN/TAP/IMPACT	R	370,000	14,800	384,800
Total connection fees			370,000	14,800	384,800
Miscellaneous					
505-34-609	LATE FEES & PENALTIES	R	16,000	3,300	19,300
505-37-9111	METER FEES, NEW CONSTFR		25,000	5,300	30,300
505-37-9112	ADMIN. FEE, WATER TAP	R	5,000	-	5,000
505-38-9100	RETURN CHECK FEES	R	-	400	400
505-38-9102	WATER SERVICE CHARGE	R	1,500	4,200	5,700
505-38-9103	SEWAGE SERVICE CHARGER		1,000	2,600	3,600
Total Miscellaneous			48,500	15,800	64,300
Other financing sources					
505-39-1400	TRANSFER FROM DEBT SEIR		500,000	(10,850)	489,150
505-39-1505	TRANSFER FROM SPLOST	R	337,000	(241,000)	96,000
505-39-700	TRANSFER FROM CONSTR		-	49,000	49,000
Total Other financing sources			837,000	(202,850)	634,150
Wages					
505-5100-0052	SALARIES	E	59,000	(10,000)	49,000
505-5100-0053	OVERTIME	E	-	1,000	1,000
Total Wages			59,000	(9,000)	50,000
Payroll tax					
505-5122-0052	PAYROLL TAXES	E	4,800	(2,800)	2,000
Total Payroll tax			4,800	(2,800)	2,000
Legal and professional					
505-5210-0010	AUDIT	E	8,000	-	8,000
505-5210-0012	LEGAL SERVICES	E	60,000	(1,000)	59,000
505-5210-0014	PROFESSIONAL FEES	E	334,000	(37,000)	297,000
505-5210-0016	ENGINEERING	E	15,000	(4,000)	11,000
505-5210-0018	MAPPING	E	15,000	5,000	20,000
505-5210-4414	PROFESSIONAL FEES	E	88,000	(73,000)	15,000
Total Legal and professional			520,000	(110,000)	410,000

City of Guyton
Budget Amendment #1 - Water and Sewer Fund
For the Year Ended June 30, 2023

				Original Budget	Amendment #1	Amended Budget
Insurance						
505-5231-0001	EMPLOYEE INSURANCE	E	15,000	(1,000)	14,000	
505-5231-0005	WORKERS COMP	E	-	1,000	1,000	
505-5231-0010	GENERAL INSURANCE	E	7,300	700	8,000	
505-5231-4410	GENERAL INSURANCE	E	7,300	700	8,000	
Total Insurance			29,600	1,400	31,000	
Utilities						
505-5240-0040	UTLITIES	E	44,000	18,000	62,000	
505-5240-4440	UTILITIES	E	30,000	(29,000)	1,000	
Total Utilities			74,000	(11,000)	63,000	
Supplies						
505-5310-0001	SUPPLIES	E	20,000	6,000	26,000	
505-5310-0005	SEWER REPAIRS/MAINTEN	E	20,000	11,000	31,000	
505-5310-4400	SUPPLIES	E	-	11,000	11,000	
Total Supplies			40,000	28,000	68,000	
Postage						
505-5312-0010	POSTAGE	E	6,000	3,000	9,000	
Total Postage			6,000	3,000	9,000	
Chemicals						
505-5315-0001	CHEMICALS	E	7,500	(500)	7,000	
Total Chemicals			7,500	(500)	7,000	
Other						
505-5317-0010	RETIREMENT	E	500	500	1,000	
505-5317-0015	OFFICE SUPPLIES	E	670	3,330	4,000	
505-5317-0020	BANK CHARGES	E	10,000	10,000	20,000	
505-5317-0035	DUES	E	2,200	(200)	2,000	
505-5317-0040	DRINKING WATER FEES TCE	E	6,000	1,000	7,000	
505-5317-0050	GAS	E	6,000	5,000	11,000	
505-5317-0060	COMPUTER SOFTWARE & ME	E	8,600	1,400	10,000	
Total Other			33,970	21,030	55,000	
Repairs and Maintenance						
505-5400-0060	EQUIPMENT	E	5,500	(2,500)	3,000	
505-5400-0065	METERS	E	-	49,000	49,000	
505-5400-0001	WATER REPAIRS/MAINTENE	E	16,000	27,000	43,000	
505-5400-0002	WATER & SEWER VEHICLE	E	5,000	3,000	8,000	
505-5400-0055	CAPITAL OUTLAY, CPTL IME	E	145,000	(136,000)	9,000	

City of Guyton
Budget Amendment #1 - Water and Sewer Fund
For the Year Ended June 30, 2023

		Original Budget	Amendment #1	Amended Budget
505-5400-4401	WWTP REPAIRS/MAINTENANCE	-	24,000	24,000
505-5400-4405	MAINTENANCE	20,000	58,000	78,000
505-5400-4455	WWTP-PLANT MISC.	9,000	12,000	21,000
Total Repairs and Maintenance		200,500	34,500	235,000
Depreciation				
505-5610-0001	DEPRECIATION EXP.	345,000	-	345,000
Total Depreciation		345,000	-	345,000
Interest				
505-8000-5820	INTEREST EXPENSE	325,000	(850)	324,150
Total Interest		325,000	(850)	324,150
Other financing uses - Interfund transfers				
505-9000-1000	TRANSFER TO GENERAL FUND	280,280	(280,280)	-
505-9000-1070	DEBT SERVICE	500,000	139,582	639,582
Total Other financing uses - Interfund transfers		780,280	(140,698)	639,582
TOTAL W/S EXPENSE		2,425,650	(186,918)	2,238,732
TOTAL W/S REVENUE		2,436,500	(271,750)	2,164,750

City of Guyton
Budget Amendment #1 - TSPLOST, Debt Service Trust, and SPLOST Funds
For the Year Ended June 30, 2023

				Original Budget	Amendment #1	Amended Budget
SPLOST Fund						
Intergovernmental						
430-33-7100	SPLOST	R		424,000	73,000	497,000
Total Intergovernmental				424,000	73,000	497,000
General Government - General Administration						
430-1500-230	TECHNOLOGY	E		-	8,000	8,000
Total General Government - General Administration				-	8,000	8,000
Public safety - Police						
430-3200-230	TECHNOLOGY	E		10,000	4,000	14,000
430-3200-5425	POLICE EQUIPMENT	E		87,000	(32,000)	55,000
Total Public safety - Police				97,000	(28,000)	69,000
Public works - Streets						
430-4200-5414	STREETS - INFRASTRUCTURE	E		182,000	96,000	278,000
430-4200-5425	STREETS - EQUIPMENT	E		50,000	(22,000)	28,000
Total Public works - Streets				232,000	74,000	306,000
Recreation						
430-6100-5400	CAPITAL OUTLAYS- LAND & E			-	467,000	467,000
430-6100-5424	RECREATION EQUIPMENT	E		9,000	8,000	17,000
Total Recreation				9,000	475,000	484,000
Water & Sewer (Transfers to)						
430-9000-5430	TRANSFER TO WATER SEWER	E		337,000	(241,000)	96,000
Total Water & Sewer (Transfers to)				337,000	(241,000)	96,000
TOTAL SPLOST EXPENSE				675,000	280,000	955,000
TOTAL SPLOST REVENUE				424,000	73,000	497,000
USE OF PRIOR YEAR RESERVES (FUND BALANCE)				251,000	-	-
<hr/>						
TSPLOST Fund						
Intergovernmental revenue						
235-31-3500	TSPLOST REVENUE	R		315,000	161,000	476,000
Total intergovernmental revenue				315,000	161,000	476,000
Public works - streets						
235-4200-1710	BANK CHARGES	E		-	200	200
235-4200-5400	CAPITAL OUTLAYS - STREET	E		1,050,000	(896,000)	154,000
Total Public works - streets				1,050,000	(895,800)	154,200
Debt service						
235-9000-6112	DEBT SERVICE-TSPLOST	E		-	491,000	491,000
Total Debt service				-	491,000	491,000

City of Guyton
Budget Amendment #1 - TSPLOST, Debt Service Trust, and SPLOST Funds
For the Year Ended June 30, 2023

	Original Budget	Amendment #1	Amended Budget
SPLOST Fund			
TOTAL TSPLOST EXPENSE	1,050,000	(404,800)	645,200
TOTAL TSPLOST REVENUE	315,000	161,000	476,000
<hr/>			
Debt Service Trust Fund			
Other financing sources			
400-39-1000 TRANSFER FROM WATER & SR	500,000	139,582	639,582
Total Other financing sources	500,000	139,582	639,582
Investment income			
400-36-1000 INTEREST INCOME R	10	-	10
Total Other financing sources	-	-	10
Interfund transfers			
400-9000-6112 DEBT EXPENSE E	500,000	(10,850)	489,150
Total Interfund transfers	500,000	(10,850)	489,150
TOTAL DEBT SERVICE EXPENSE	500,000	(10,850)	489,150
TOTAL DEBT SERVICE REVENUE	500,000	139,582	639,592
<hr/>			
CONSTRUCTION TRUST FUND			
Investment income			
700-36-3616 INTEREST INCOME R	-	41	40
Total investment income	-	41	40
Bank service charges			
700-5317-0020 SERVICE CHARGE EXPENSE E	-	60	60
Total bank service charges	-	60	60
Interfund transfers			
700-9000-1040 TRANSFER TO WATER E	-	49,000	49,000
Total Interfund transfers	-	49,000	49,000
TOTAL CONSTRUCTION TRUST EXPENSE	-	49,060	49,060
TOTAL CONSTRUCTION TRUST REVENUE	-	41	40



Georgia (Corporate)

360 Hawthorne Lane
Athens, GA 30606

PHONE 706.354.7925

EMAIL info@nutterinc.com

North Carolina

304 New Leicester Hwy., Ste. B
Asheville, NC 28806

PHONE 828.539.3008

WEB nutterinc.com

November 21, 2023

Ms. Meketa H. Brown, City Manager
City of Guyton
912-772-3353
meketa.brown@cityofguyton.com
C/O Wesley Parker, P.E.
Parker Engineering
36 Courtland St # B
Statesboro, GA 30458

Subject: City of Guyton Land Application System – Temporary Well Abandonments, Guyton, Effingham County, Georgia. Project 18-036.02-2023

Dear Ms. Brown,

In completing soil and hydrogeologic work related to the Guyton Land Application System (LAS) it was necessary for to install piezometers and temporary wells at the site to obtain hydrogeologic data for the site investigation and to design the LAS loading parameters. A total of eight temporary wells and six shallow soil wells were installed during our work and remain at the site. These wells need to be properly abandoned prior to the construction of the Griner Tract LAS spray fields. Additionally, once the new LAS spray fields are constructed, a permanent groundwater monitoring network must be installed, which will include nine groundwater monitoring wells and two shallow soil wells (or soil piezometers) in which water level sensors will be deployed. This scope of work outlines the costs and tasks Nutter + Associates, Inc. (NAI) will perform associated with the well abandonments and installation.

SCOPE OF WORK

Abandonment of Temporary Wells and Soil Piezometers

NAI and its subcontracted drilling services provider will mobilize to the site in December 2023, and NAI will direct the abandonment of the temporary wells. An attempt will be made to pull the well casings from the ground using the drill rig winch and the boreholes will be grouted to

the surface after removal of the casings. If the casings cannot be removed, then wells will be abandoned in-place such that the casings will be cut at an elevation below the land surface in a manner generally consistent with Georgia Environmental Protection Division (EPD) Manual for Groundwater Monitoring (EPD, 1991). Each well that is abandoned in-place will be grouted to the surface. The abandonment will be conducted under the direction of a Georgia Registered Professional Geologist.

A technical memorandum will be prepared documenting the abandonment and well installation activities. The memorandum will include documentation pertaining to abandoning the wells, including photographs of the abandonment work. The report will be submitted to Parker Engineering so a copy can be maintained in LAS operating file.

Installation of Nine New Monitoring Wells & Two Soil Wells - Griner Tract

Following construction of the Griner Tract LAS spray fields, NAI and its subcontracted drilling services provider will mobilize to the site (projected timeline is spring 2024), to establish the permanent groundwater monitoring network for the new spray fields. This work will include construction of two shallow soil wells (or piezometers) in which water level sensors will be deployed. The monitoring wells will be installed in general accordance with the EPD Manual for Groundwater Monitoring (EPD, 1991). The locations of the monitoring wells will be placed in general proximity to the locations shown on the attached Proposed LAS and Monitoring Wells Plan. Protective bollards will be installed around the midfield wells, M1 and M2, for protection from vehicular traffic (e.g., tractors, other service vehicles).

NAI will direct the installation of the groundwater monitoring wells using hollow stem auger drilling technology. The drilling equipment will be mounted on an all-terrain vehicle (ATV) or a track rig. Split spoon or Direct Push Technology soil samples will be collected every five feet, and the samples will be described in the field on geologic boring logs. The monitoring wells will be constructed using 2-inch diameter Schedule 40 PVC well casings and screens. The well screens will consist of ten-foot sections of 0.01-inch factory-slotted PVC. In the annular space filter sand will be brought one to two feet above the top of the screened interval and an approximate two-foot annular sealant consisting of bentonite pellets will be placed above the filter sand and hydrated. The remaining annular space will be grouted with portland cement.

The wells will be completed with locking stand-up well covers made of galvanized steel that are installed in three-foot by three-foot by 6-inch concrete well pads. Pea gravel will be placed inside the well covers and ¼-inch vents holes will be drilled into the PVC casings near the top of the wells. The construction of each well will be recorded on individual monitoring well

construction diagrams. Upon completion the wells will be developed using disposable bailers and/or a submersible pump.

The soil wells will be installed in proximity to the M1 and M2 wells and within the protected area of the bollards. The soils wells will be installed approximately 8 feet below the land surface (bls) and will be constructed of 4-inch diameter PVC screen and casing materials. Others will deploy water level sensors inside the wells. To facilitate sensor deployment and reduce the risks of condensation interference, the soil wells will not be constructed within protective steel covers; however, they will be set inside 4-foot by 4-foot by 6-inch concrete well pads. Upon completion the wells will be developed using disposable bailers and/or a submersible pump.

The work will be performed under the direction of Georgia Registered Professional Geologist. Each well will be stenciled with the groundwater monitoring well identification as specified by the Monitoring Wells Plan. Please note, surveying the horizontal locations, ground surface elevations and top of casing elevations of the wells may need to be performed by a Georgia Registered Land Surveyor (RLS); this task is not included in our scope of work. However, NAI will locate the wells using submeter accuracy GPS equipment.

REPORTING

A well installation report will be prepared that documents the drilling and well construction activities. The boring logs and construction details will be attached to the report. The construction details will document the depth to water encountered at the time of drilling and after water level has stabilized. The report will also document the well development activities.

A separate technical memorandum report will be prepared that documents the abandonment activities. The report will include narrative descriptions of the work performed and a photographic log.

BUDGET AND SCHEDULE

The not-to-exceed cost for the work outlined above is:

Abandonment of Temporary Wells and Soil Piezometers	\$9,700.00
Installation of Nine New Monitoring Wells & Two Soil Wells-Griner Tract	\$35,100.00
Total	\$44,800.00

This cost includes all equipment, subcontractor expenses, and consultant fees. We invoice for professional fees and actual expenses incurred each month. If the scope of work meets your needs, and the budget is acceptable, please return a signed copy of the attached Professional Services Agreement. This will authorize us to begin work and will serve as your acceptance of our terms and budget. Should situations be encountered during the course of the project such that the scope of work and/or budget are changed, Nutter & Associates will contact you prior to performing out-of-scope tasks. Tasks not included in the scope of work will not be performed until authorization from you or your authorized representative is received.

NAI is pleased to present this scope of work and budget. If you have any questions regarding the proposed budget or scope, please do not hesitate to contact us. We look forward to working with you.

Sincerely,
Nutter & Associates, Inc.

A handwritten signature in black ink, appearing to read "David Huff", written in a cursive style.

David Huff, PG, CPSS Senior Scientist, Principal

Reference:

Georgia Environmental Protection Division, 1991. Manual for Groundwater Monitoring.
Georgia Department of Natural Resources. Atlanta, GA.

Professional Services Contract

OFFICE USE ONLY:

Project Number

Date

Project Name

Description of Services

Cost of Services*

Invoice Format

Billing Frequency

CLIENT USE:

Purchase Order #
(If applicable)

Bill to Information

Company Name:

Address:

Contact Information

Name:

Office #:

Cell #:

Email:

Remit Invoice to**
(If different from Contact)

Name:

Email:

If hard copy of invoice is required, please include mailing address

Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

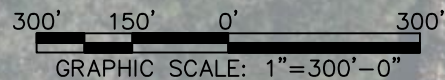
Authorized by:

Signature

Authorized Name

*This price is good for 6 months from the scope date.

**If applicable, please notify your NAI point of contact with special billing instructions.



36 Courtland Street, Suite B
 Statesboro, Georgia 30458
 Phone: 912-764-7722
 Fax: 912-764-6960

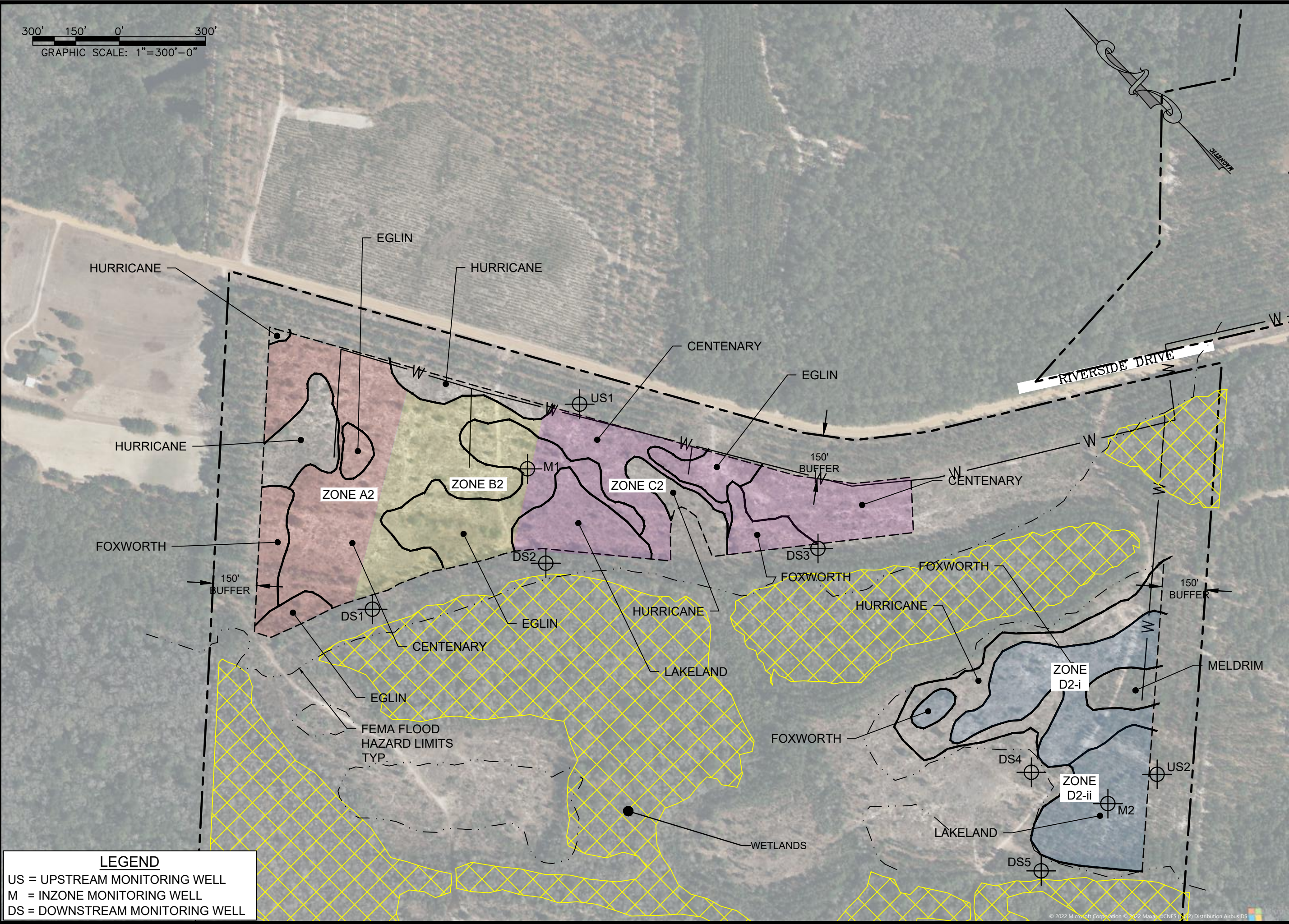


**GUYTON LAS
 REPLACEMENT FIELDS DDR**
 prepared for:
CITY OF GUYTON

No.	Date	Revision

Sheet Title:
**PROPOSED LAS AND
 MONITORING WELLS**

Drawn by:	JHR	FIGURE	8
Designed by:	JHR		
Checked by:	GWP		
Scale:	1"=300'		
Project No.:	PE22148		



LEGEND
 US = UPSTREAM MONITORING WELL
 M = INZONE MONITORING WELL
 DS = DOWNSTREAM MONITORING WELL

Professional Services Contract

OFFICE USE ONLY:

Project Number

Date

Project Name

Description of Services

Cost of Services*

Invoice Format

Billing Frequency

CLIENT USE:

Purchase Order #
(If applicable)

Bill to Information

Company Name:

Address:

Contact Information

Name:

Office #:

Cell #:

Email:

Remit Invoice to**
(If different from Contact)

Name:

Email:

If hard copy of invoice is required, please include mailing address

Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

Authorized by:

Signature

Authorized Name

*This price is good for 6 months from the scope date.

**If applicable, please notify your NAI point of contact with special billing instructions.

TERMS AND CONDITIONS

Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Nutter & Associates, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Payment Terms. Client shall pay all amounts due to Nutter & Associates, Inc. ("NAI", "We", and "Our") upon receipt of each invoice from NAI. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall accrue interest at a rate of one-and-one half percent (1.5%) per month until such time as such amounts are paid in full. Client shall be responsible for all reasonable attorney's fees incurred by NAI in connection with the collection of any amounts properly due and payable to NAI in accordance with the terms of the Proposal and these Terms and Conditions.

2. Performance Standard. NAI shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that NAI makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by NAI shall not be construed as any representation or warranty with respect to the Services. NAI HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability. Client hereby agrees that NAI's total aggregate liability for any damages incurred by Client in connection with NAI's performance of or failure to perform the Services shall not exceed the lesser of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) NAI's total fee for the Services. IN NO EVENT SHALL NAI BE LIABLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF CLIENT'S CLAIM AGAINST NAI.

4. Insurance Coverage. NAI shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00; and (iv) umbrella liability insurance coverage on an occurrence basis in an amount not less than \$5,000,000.00 with an aggregate limit of not less than \$5,000,000.00; and (v) professional liability/contractors pollution insurance coverage for each wrongful act (professional liability) of \$2,000,000.00, each pollution condition (contractors pollution) of \$1,000,000.00 with a policy aggregate limit of not less than \$2,000,000.00. NAI shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.

5. Damage to Man-Made Objects. Client shall be responsible for disclosing the presence and accurate location of all underground or otherwise hidden man-made objects which might interfere with field tests or boring to be performed by NAI as part of the Services. Client hereby agrees to indemnify and hold NAI harmless from and against all claims, suits, losses, personal injury, death and damage to property ("Indemnified Claims") resulting from unusual subsurface conditions or damage to subsurface structures or objects owned by client or any third parties in connection with NAI's performance of the Services where such unusual subsurface conditions or the

presence of such subsurface structures or objects are not disclosed by Client to NAI in writing prior to the performance of the Services. Client's obligation to indemnify NAI in accordance with this Section 5 shall include all expenses incurred by NAI in connection with Indemnified Claims, including, without limitation, NAI's reasonable attorney's fees.

6. Damage to Work in Place. Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by NAI as part of the Services ("Work in Place") and which are outside of the control of NAI. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate NAI to re-perform or replace any Work in Place:

(a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion of or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;

(b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) which cause physical modification of any stream channels;

(c) The cutting and/or removal of either existing vegetation or vegetation planted by NAI within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and

(d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.

In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that NAI perform such work as may be necessary to correct such damage or destruction. NAI shall provide Client with a new proposal for the performance of such work, and Client may, but shall not be obligated, to engage NAI to perform such work in accordance with the terms of the new proposal.

7. Governing Law. The Proposal and these Terms and Conditions shall be governed by the laws of the State of Georgia.

8. Entire Agreement. The Proposal and these Terms and Conditions constitute the entire agreement between NAI and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.

9. Binding Effect. The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of NAI and Client.

10. Indemnification. Client shall indemnify, defend and hold harmless, NAI, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to NAI by reason of any breach or violation by Client (including but not limited to its agents, representatives, employees, third-party consultants or contractors) of any representation, warranty, covenant, or condition contained in this Agreement or any negligent, willful or fraudulent act or omission by Client (as defined above) arising from or related to this Agreement.

11. COVID-19 Impacts. Due to fluctuating COVID-19 restrictions that are outside of NAI's control, NAI's ability to meet the timelines outlined herein may be compromised. Should timelines vary for this reason, NAI will notify the Client. Additionally, the contract amount stated herein may change if additional time and expense are required to be compliant with unforeseen COVID-19 restrictions or for the related protection of NAI's staff. Should NAI's fees increase accordingly, NAI will quantify the increase and get the Client's written approval before continuing.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

1 Nutter & Associates, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> C Corporation	
<input checked="" type="checkbox"/> S Corporation	
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
360 Hawthorne Lane	
6 City, state, and ZIP code	
Athens, GA 30606-2152	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	8	-	2	3	7	3	8	3	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/1/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chastain & Associates Ins P.O. Box 1908 Athens GA 30603		CONTACT NAME: Kristen Heaton PHONE (A/C, No, Ext): (706) 543-2575 E-MAIL ADDRESS: kheaton@chastain-assoc.com		FAX (A/C, No): (706) 543-4847	
INSURED Nutter & Associates, Inc. 360 Hawthorne Lane Athens GA 30606		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Property-Owners			32905
		INSURER B: Auto-Owners			18988
		INSURER C: CNA			15113
		INSURER D: MT. Hawley Insurance Company			37974
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: CL238140712

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Cyber Liability			80221650	08/01/2023	08/01/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Cyber Aggregate	\$ 100,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4863969801	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4863969800	08/01/2023	08/01/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC425931825	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional/Pollution Liability			EGL0010884	08/01/2023	08/01/2024	Each Occurrence	3,000,000
							Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Sample - For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 2023-15

A RESOLUTION AUTHORIZING THE CITY OF GUYTON, GEORGIA TO OPT OUT AND/OR FILE A REQUEST FOR EXCLUSION FROM THE NATIONWIDE CLASS SETTLEMENTS RELATED TO PFAS

WHEREAS, there have been nationwide class settlements entered into with multiple Defendants, including 3M Company, The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company, in MDL 2873 in the United States District Court for the District of South Carolina, Charleston Division, 2:18-mn-02873-RMG;

WHEREAS, the City of Guyton wishes to opt out and/or file a Request for Exclusion to the aforementioned settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GUYTON:

Section 1. That the City of Guyton finds that participation in the nationwide class PFAS settlements is not in the best interests of the City of Guyton.

Section 2. That the City of Guyton hereby expresses its intention to opt out of and/or file a Request for Exclusion from the nationwide class PFAS settlements.

Section 3. That the City of Guyton's Manager ("City Manager") is hereby expressly authorized to execute the documentation necessary to opt the City of Guyton out of the nationwide class PFAS settlements, including but not limited to an affidavit and a Request for Exclusion, and her execution of any such documents prior to the date of adoption of this resolution is hereby ratified.

Section 4. That the City Manager is authorized to take such other action as necessary and appropriate to effectuate the City of Guyton's decision to opt out of and/or file a Request for Exclusion from the nationwide class PFAS settlements.

Section 5. This Resolution is effective upon adoption, the welfare of the City of Guyton, Georgia requiring it.

ADOPTED this the _____ day of November, 2023.

CITY OF GUYTON, GEORGIA

By: _____
Russ Dean, Mayor

ATTEST: _____
Fabian Mann, Clerk

CITY OF GUYTON
REPRESENTATION AGREEMENT FOR WATER LITIGATION

WHEREAS, the City of Guyton has determined that claims should be made to protect the City and her citizenry relating to a water contamination crisis caused by the introduction of toxic per- and polyflouralkyl substances (“PFAS”) similar and related substances into the City’s drinking water supplies.

WHEREAS, PFAS compounds are highly toxic, highly persistent synthetic chemicals used in the manufacture of a wide variety of consumer goods, from food packaging to electronics to carpets and household products like Teflon and Scotchgard. PFAS exposure has been linked to some cancers, as well as other health issues. Drinking water supplies across the country have been contaminated with PFAS compounds as a result, precipitating a national health crisis. The companies that manufactured and used PFAS compounds – especially **3M Company, Daikin America, Inc., Huntsman International, LLC, Pulcra Chemicals, LLC, DuPont de Nemours, Inc., and other carpet or textile manufacturers** – have known for decades about the adverse human and environmental risks of these chemicals and have deliberately concealed these risks, while releasing tons of toxic chemicals into public waterways.

WHEREAS, the City of Guyton has determined that the investigation, research, and litigation of the claims may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, and others who are familiar with the actions and/or inactions and related issues of PFAS and for an extended period of time; and,

WHEREAS, the City of Guyton has further determined that it is in the best interests of the City and its citizens that the City authorize Attorneys, J. Anderson Davis, and Jeffrey E. Friedman to represent it in such litigation and to associate other counsel, if needed, to proceed with the claims against the companies responsible for the PFAS compounds and contamination.

IT IS, ACCORDINGLY, AGREED as follows:

- 1) The City of Guyton hereby retains, J. Anderson Davis, of Davis Lucas Carter, LLP, and Jeffrey E. Friedman of Friedman, Dazzio, & Zulanis, P.C. of Birmingham, Alabama ("Law Firms"), who are hereby designated to investigate, research, and prepare claims or complaint(s) for the City of

Guyton to file in any appropriate Court or before any appropriate governmental agency.

2) The City of Guyton does not relinquish its authority or responsibility through this Representation Agreement. The City of Guyton has the sole authority to settle this litigation on behalf of the City and its citizens, and the Law Firms shall apprise the City of Guyton of all settlement offers. The Law Firms shall consult with the Manager of the City of Guyton and obtain his approval on all material matters pertinent to the claims and any litigation arising therefrom; including whether and how to proceed with litigation, which claims to advance, what relief to seek, and whether and on what terms to settle. The City of Guyton and the Law Firms recognize that the claims present numerous factual and legal obstacles and that no assurance of success on the claims has or can be made.

3) Notwithstanding the potential difficulties, the Law Firms have agreed to represent the City of Guyton, and the City of Guyton hereby agrees that the Law Firms will be compensated for any monies recovered by the City of Guyton on the following basis:

a) Recovery of Attorneys' Fees: The City of Guyton may request that the Court, to the extent permitted by applicable law, award the City and the Law Firms reasonable attorneys' fees.

b) In addition, the Law Firms will be entitled to compensation that, along with any award of attorneys' fees, shall not exceed Thirty-three and one-third percent (33 1/3%) of the "Gross Recovery." "Gross Recovery" means the total amount recovered, whether by settlement, arbitration award, court judgment following trial or appeal, or otherwise, and includes, without limitation, the following:

- i. The then-present value of any monetary payments to be made to the City, and
- ii. The fair market value of any non-monetary property and services to be transferred and /or rendered for the benefit of the City, and
- iii. Any attorneys' fees recovered by the City as part of any cause of action that provides a basis for such an award.

iv. Gross recovery may come from any source, including, without limitation, the adverse parties to the action and /or their insurance carriers, and /or any other third party, whether or not a party to the action. If the Law Firm and the City disagree as to the fair market value of any non-monetary relief, the Law Firms and the City would jointly sponsor a binding appraisal of the benefit to determine its value. However, in no event would the City be required to make any payment of attorneys' fees to the Law Firms out of any funds other than those recovered in the litigation.

c) All reasonable and necessary costs of litigation including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by the City of Guyton, shall be borne entirely by the Law Firms, but shall be reimbursed from any Gross Recovery from the pursuit of the claims.

d) The Law Firms shall receive no compensation or reimbursement other than set out above, and all within conformity of law. In the event that no recovery is realized, the Law Firms shall receive no compensation.

4) Law Firms may associate other attorneys at their own expense and at no cost to the City of Guyton. Notwithstanding such association of other attorneys, this Representation Agreement is non-assignable and non-transferable, nor are the Law Firms' commitments delegable without the express, written approval of the City of Guyton.

Dated this ___ day of November, 2023.

CITY OF GUYTON

Russ Deen, Mayor

Attest: _____
Fabian Mann, City Clerk

(SEAL)

ACCEPTED BY:

DAVIS LUCAS CARTER, LLP

J. ANDERSON DAVIS

FRIEDMAN, DAZZIO, & ZULANAS, P.C.

JEFFREY E. FRIEDMAN