



City of Guyton, Georgia
City Council
Public Hearing and Regular Meeting
December 10, 2024 at 7:00 P.M.

Guyton City Hall
310 Central Boulevard
Guyton, GA 31312

AGENDA

1. Call to Order

2. Public Hearing

- ⊗ Annexation and Rezoning of Parcel ID 02940041
(4.33 Acres / B-2 → C-3)

3. Invocation and Pledge of Allegiance

4. Consideration to Approve the Agenda

5. Consideration to Approve the Minutes

- ⊗ 11/12/24 Regular Meeting

6. Reports from Staff and Committees

- | | |
|----------------------------|--------------------|
| ⊗ Police Department | Kelphie Lundy |
| ⊗ 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 |
| ⊗ Library Board | Jim Odum |
| ⊗ Downtown Development | Miller Barger, Jr. |

7. Old Business

- A. Second reading and consideration to approve Ordinance 2024-09, amending the City of Guyton Zoning Ordinance to add liquor stores as a C-1 permitted use
**Planning and Zoning Commission recommended approval on 11//19/24*
- B. Second reading and consideration to approve Ordinance 2024-10, regarding annexation and rezoning of Parcel ID 02940042, Pillar Real Estate LLC
**Planning and Zoning Commission recommended approval on 10/29/2024*

8. New Business

- A. First reading of Ordinance 2024-11, regarding annexation and rezoning of Parcel ID 02940041, Forklift Tire Specialist LLC
- B. Consideration to approve Resolution 2024-20, authorizing participation in an amicus brief in the *Chang V. City of Milton* appeal
- C. Consideration to approve Resolution 2024-21, adding membership in a GIRMA Fund as it relates to the Georgia First Responder PTSD Program
- D. Consideration to approve Resolution 2024-22, amending the City of Guyton Employment Handbook (“Paid Time Off (PTO) & Benefits,” “Using PTO,” and “PTO ‘Sell Back’”)
- E. Consideration to approve Change Order #2 for the Guyton LAS Sprayfield Improvement Project in the amount of \$19,664.38
- F. Consideration to approve Resolution 2024-23, which repeals Resolution 2024-19, which amended the City of Guyton Employee Appeal Procedure
- G. Consideration to authorize the mayor to execute an audit engagement letter from Lanier, Deal, Proctor & Bloser to perform the Fiscal Year 2024 audit
- H. Consideration to authorize the city attorney to research options to lease the Guyton Gymnasium to the Guyton Downtown Development Authority
- I. Consideration to approve a \$500.00 Christmas bonus for all city employees
- J. Consideration to approve a 2.6% cost-of-living adjustment for all city employees, effective on January 8, 2025
- K. Consideration to approve a 7.0% hourly pay rate increase for all POST-certified city police officers, effective on January 8, 2025
- L. Consideration to approve the 2025 Earth Day Festival Proposal from Effingham Georgia Green
- M. Consideration to approve AlcineXtreme Fitness LLC Agreement

9. General Government

- 🗳️ GDOT TAP Project Discussion
- 🗳️ Walking Trail Lighting Project Discussion

10. Public Participation

- 🗳️ John DeBeer (Noise Concern)

11. Dates to Remember

- ⑥ Saturday, December 14, 2024, Guyton Christmas Parade at 11:00 A.M. — Guyton Walking Trail, 310 Central Boulevard, Guyton, GA 31312
- ⑥ Wednesday, December 18, 2024, Downtown Development Authority Meeting at 10:00 A.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
- ⑥ Wednesday, December 18, 2024, Blood Drive from 1:00 P.M. until 6:00 P.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- ⑥ Tuesday and Wednesday, December 24-25, 2024, Guyton City Hall closed in observance of Christmas
- ⑥ Tuesday, January 14, 2025, Guyton City Council Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312

12. Consideration to Adjourn

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 City Council, Staff, Members of the Public)

- 1) Each speaker should refrain from personal attacks, foul or abusive language, and will maintain a civil and courteous manner and tone.
- 2) During designated times for members of the public to speak, members of the public will be permitted 10 minutes to discuss topics. After 10 minutes of discussion on a topic, members of the public will be limited to 3:00 minutes speaking time. The Mayor or presiding officer shall have the authority to grant additional speaking time. Notwithstanding the foregoing, during public hearings involving zoning decisions, members of the public will have no less than 10 minutes to speak in favor, and no less than 10 minutes to speak in opposition.
- 3) 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 Mayor and City Council, Committees, Boards or Commissions

1. The Mayor and City Council, Committees, Boards, Authorities, or Commissions will conduct themselves in a professional and respectful manner at all meetings.
2. Questions for staff or individuals or other Council, Committee, Board or Commission members will be directed to the appropriate person to answer. Members of the Mayor and City Council, Committees, Boards, Authorities, or Commissions will attempt to answer or address questions presented one at a time without attempting to talk over another member.
3. Members of the Mayor and City Council, Committees, Boards, Authorities, or Commissions are always free to criticize or question policies, positions, data, or information presented. However, members of the Mayor and City Council, Committees, Boards, Authorities, 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

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

Mayor
Andy W. Harville
City Clerk
Fabian M. Mann, Jr.

PETITION REQUESTING ANNEXATION

CITY OF GUYTON, GEORGIA

TO THE HONORABLE CITY COUNCIL OF GUYTON, GEORGIA

1. The undersigned, as the owner(s) of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Guyton, Georgia, and the City boundaries include the same.

2. The territory to be annexed abuts the existing boundary of Guyton, Georgia and the description of such territory area is as follows:

Address/ Description of Property: 2726 Hwy 119 South

3. It is requested that this territory to be annexed and shall be zoned: C 3
(approximately 4.3 acres) for the following reasons:

Forklift Tire Business
Retail Tire Business

4. Therefore, the Petitioners pray that the City Council of the City of Guyton pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Laws, 1946 do by proper ordinance annex said property to the city limits to City o Guyton.

Respectfully,

Don C Warden

Owner/Purchaser

Don C Warden

Owner/Purchaser

Mailing Address: 2873 Sandhill RD
Guyton GA 31312



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AUTHORIZATION FOR ANNEXATION

APPLICATION FOR ANNEXATION

I swear that I am the owner of the property which is the subject matter of the attached application. As is shown in the records of Effingham County, Georgia. I authorize the person named below to act as the applicant in the pursuit of annexation of this property.

Applicant's Name: Don C Walden

Owner's Name: Don C Walden

Property Address: 2726 Hwy 119 South

Applicant's Phone Number: [REDACTED]

Owner's Phone Number: [REDACTED]

Applicant's Signature: Don C Walden

Owner's Signature: Don C Walden

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize The Newberry Law Firm, P.C. to cause the funds to be disbursed in accordance with this statement.

Borrower

Forklift Tire Specialist, LLC



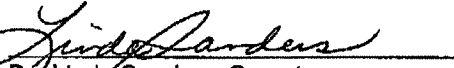
By: Don Cameron Walden, Sole Member

Seller

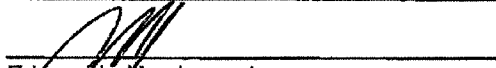
L and J Sanders, Inc.



By: Jack L. Sanders, CEO



By: Linda Sanders, Secretary



Edward L. Newberry Jr.

The Newberry Law Firm, P.C.
 ALTA Universal ID: 541087
 129 North Laurel Street
 Springfield, GA 31329

File No./Escrow No.: 2023-80
 Officer/Escrow Officer: Edward L. Newberry Jr.
 Settlement Location: 129 North Laurel Street
 Springfield, GA 31329
 Property Address: 2726 Hwy 119 South
 Guyton, GA 31312
 Borrower: Forklift Tire Specialist, LLC
 2873 Sand Hill Road
 Guyton, GA 31312
 Seller: L and J Sanders, Inc.
 7217 Hwy 17 N.
 Newington, GA 30446

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Financial		
	275,000.00	Sale Price of Property	275,000.00	
		Deposit		2,000.00
		Loan Amount		200,000.00
		Prorations/Adjustments		
792.08		County Taxes 01/01/23-08/30/23		792.08
		Loan Charges to Bank of Newington		
		Loan Fee	2,000.00	
		Appraisal Fee to BON fbo David Atkins \$500.00 paid outside closing by Borrower	700.00	
		Credit Report Fee to BON fbo CoreLogic	143.72	
		Flood Fee to BON fbo CoreLogic	18.00	
		Wire Fee	15.00	
		Title Charges and Escrow/Settlement Charges		
		Attorney Fee to The Newberry Law Firm, P.C.	650.00	
		Post Closing, Storage & Technology Fee to The	150.00	



Overview



Legend

- Parcels
- Roads

Parcel ID	02940041	Owner	FORKLIFT TIRE SPECIALIST LLC		Last 2 Sales		
Class Code	Residential		2873 SAND HILL RD	Date	Price	Reason	Qual
Taxing District	01-County		GUYTON, GA 31312	8/30/2023	\$275000	LM	Q
	County	Physical Address	2726 S HWY 119	10/13/2005	0	UV	U
Acres	4.33	Assessed Value	Value \$275000				

(Note: Not to be used on legal documents)

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City of Guyton
City Council Public Hearing and Meeting
November 12, 2024 — 7:00 PM

MINUTES OF MEETING

Call to Order — The City of Guyton Council held a City Council Meeting on November 12, 2024, at Guyton City Hall — 310 Central Boulevard, Guyton, GA 31312. The meeting was called to order by Mayor Andy Harville at approximately 7:00 PM. Mayor Pro Tem Michael Johnson, Councilmember Jeremiah Chancey, Councilmember Joseph Lee, and Councilmember Theodore Hamby were also present at this meeting..

Additional Administrative Staff Present —City Clerk Fabian Mann and City Attorney Wes Rahn were present.

Guest Present — The guest sign-in sheets are filed in the Office of the City Clerk.

Public Hearing

- ④ Annexion and Rezoning of Parcel ID 02940042
(0.9 Acres / AR-1 → C-1)
-

Invocation — The invocation was led by **Lon Harden**.

Pledge of Allegiance — The Pledge of Allegiance was led by **Lee**.

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

Consideration to Approve the Minutes — **Johnson** made a motion to approve the minutes of the following meetings. **Hamby** seconded the motion. **Motion passed unanimously**.

- ④ 10/08/24 Regular Meeting
 - ④ 10/21/24 Special Called Meeting
 - ④ 10/25/24 Special Called Meeting
-

Reports from Staff or Committees

- | | |
|----------------------------|---------------|
| ④ Police Department | Kelphie Lundy |
| ④ Fire Department | Clint Hodges |
| ④ Public Works/Water/Sewer | EOM |



- | | |
|----------------------------------|--------------------|
| Ⓢ Planning and Zoning | Lon Harden |
| Ⓢ Industrial Development | Lon Harden |
| Ⓢ Historical Commission | Lucy Powell |
| Ⓢ Leisure Services | Lula Seabrooks |
| Ⓢ Downtown Development Authority | Miller Barger, Jr. |
-

New Business

First reading of Ordinance 2024-09, amending the City of Guyton Zoning Ordinance

First reading of Ordinance 2024-10, regarding annexation and rezoning of Parcel ID 02940042

Consideration to approve Resolution 2024-19, amending the City of Guyton Employee Appeal Procedure as revised by the city attorney — Johnson made a motion to approve Resolution 2024-19 as revised by the city attorney. **Lee** seconded the motion. **Harville and Chancey** voted nay. **Johnson, Lee, and Hamby** voted aye. **Motion passed 3-2.**

Consideration to approve and adopt the City of Guyton Language Access Plan — Chancey made a motion to approve and adopt the City of Guyton Language Access Plan. **Johnson** seconded the motion. **Motion passed unanimously.**

General Government

- Ⓢ Municipal Court Location Discussion
 - Ⓢ Gymnasium Parking Lot Paving Discussion
 - Ⓢ AlcineXtreme Fitness, LLC Proposal Discussion
-

Public Participation

- Ⓢ Jan Mackinnon, Georgia Department of Natural Resources
Coastal Incentive Grant
-

Dates to Remember

- Ⓢ Tuesday, November 19, 2024, Special Called Planning and Zoning Public Hearing and Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312



- ③ Wednesday, November 20, 2024, Downtown Development Authority Meeting at 10:00 A.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
- ③ Thursday and Friday, November 28-29, 2024, Guyton City Hall closed in observance of Thanksgiving
- ③ Sunday, December 1, 2024, Christmas Tree Lighting at 6:00 P.M. — Guyton Walking Trail, 310 Central Boulevard, Guyton, GA 31312
- ③ Saturday, December 7, 2024, Winter Sale Along the Trail from 8:00 A.M. until 2:00 P.M. — Guyton Walking Trail, 310 Central Boulevard, Guyton, GA 31312
- ③ Tuesday, December 10, 2024, Luminary Service at 5:30 P.M. — Guyton Cemeteries, Cemetery Road, Guyton, GA 31312
- ③ Tuesday, December 10, 2024, Guyton City Council Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312

Consideration to Adjourn — Johnson made a motion to adjourn. **Hamby** seconded the motion. **Motion passed unanimously.**

City of Guyton

Andy Harville, Mayor

Attest:

Fabian M. Mann, Jr., City Clerk

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NO. 2024-09

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

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

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

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

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

Section 1. The City of Guyton, Georgia Zoning Ordinance Article 6 – Intent of Land Use Districts and Specific Land Use District Regulation, Section 609 – C-1, Central Business District shall be amended and restated to read as follows:

Sec. 609. C-1, Central Business District.

District Intent. The C-1 Central Business District is intended to protect and promote suitable areas for business and commercial uses which benefit from proximity to each other; to encourage the eventual elimination of uses inappropriate to a central business area; and to encourage the intensive development of centralized business center for the City of Guyton.

[A.--C. Reserved.]

D. Uses Permitted. The following uses shall be permitted in the C-1, Central Business District:

- (1) Generally recognized retail business which supply commodities on the premises and without outdoor display of goods, including, but not limited to, groceries, drugs, clothing, or hardware;
- (2) Personal service establishments which perform services on the premises, including, but not limited to, repair shops (radio, television, shoes, upholstery, etc.) and beauty parlors or barber shops;

- (3) Offices available for the transaction of general business but excluding retail and manufacturing uses, including, but not limited to, banks, loan companies, insurance offices and real estate offices;
- (4) Professional services, including the following: medical, offices dentists, legal and similar allied professions;
- (5) Public offices, such as Post Offices, city administration, museums and similar governmental offices;
- (6) Private clubs, fraternal organizations and lodge halls;
- (7) Restaurants, grills, delicatessens, and similar eating establishments for full service and takeout, but not including drive-in types;
- (8) Hotels and boardinghouses;
- (9) Accessory uses and structures;
- (10) Liquor Stores.

E. *Special Permit Uses.* The following uses may be permitted in accordance with the provisions contained in Article Ten and if additional conditions which may be required are met:

- (1) Automobile repair shop;
- (2) Convenience Stores;
- (3) Gas station;
- (4) Entertainment Facilities, such as movie theaters, game halls, and civic centers;
- (5) Feed and Grain Sale and Storage;
- (6) Hotels;
- (7) Laundromats and dry cleaners;
- ~~(7.1) Liquor Stores;~~
- (8) Motels;
- (9) Parking lots (private and public), not including those areas required by Article Eight, Off-Street [Automobile and Vehicle] Parking and Loading;
- (10) Public and private schools and religious institutions;
- (11) Restaurants with drive through facility;
- (12) Shopping Centers;
- (13) Small engine repair shop;
- (14) Truck Terminals;
- (15) Vending Machine Structures;
- (16) Waterfront facilities pertaining to traditional fishing, shrimping, and boating activities;
- (17) Wholesale Business, such as a warehouse and bulk sales facilities;
- (18) Public utility installations and buildings, including water towers, electric transformer stations, and water and sewage pumping stations, provided that no open storage is permitted at the site; the area is fenced in by a wall or fence at least six feet in height; and landscaped strip not less than five (5) feet in width is planted and maintained.

F. *Area Regulations.* Unless otherwise specified in this ordinance, uses permitted in the C-1, Central Business District shall conform to the following requirements:

- (1) Minimum lot area: 4,000 square feet;
- (2) Minimum lot width: 50 feet;
- (3) Minimum front yard setback: 50 feet;
- (4) Minimum side yard: none, unless the parcel is adjacent to a residential district, in which case the minimum side yard shall be fifteen (15) feet;
- (5) Minimum rear yard: none, unless the parcel is adjacent to a residential district, in which case the minimum rear yard shall be fifteen (15) feet;
- (6) Maximum percentage of lot coverage: 100%;
- (7) Maximum building height: 45 feet;
- (8) Off-street parking and loading requirements as provided in Article Eight.

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 this the _____ day of _____, 2024.

CITY OF GUYTON

ANDY HARVILLE, Mayor

ATTEST:

FABIAN MANN, City Clerk

CITY OF GUYTON

STATE OF GEORGIA

ORDINANCE NO. 2024-10

AN ORDINANCE TO ANNEX CERTAIN PROPERTY INTO THE CITY OF GUYTON, GEORGIA PURSUANT TO CHAPTER 36 OF TITLE 36 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, AND TO AMEND THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF GUYTON, GEORGIA, AS AMENDED, TO REZONE CERTAIN PROPERTY CURRENTLY KNOWN AS EFFINGHAM COUNTY PARCEL NO. 02940042 FROM EFFINGHAM COUNTY ZONING CLASSIFICATION AR-1 TO CITY OF GUYTON ZONING CLASSIFICATION C-1; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION 1. That area contiguous to the City of Guyton, currently known as Effingham County Parcel No. 02940042 is hereby annexed into the City of Guyton and is made a part of said city.

SECTION 2. That the zoning ordinance and Official Zoning Map of the City of Guyton, Georgia, as amended, be amended so that Parcel No. 02940042 (currently zoned Effingham County zoning classification AR-1), shall be rezoned to City of Guyton zoning classification C-1.

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

SECTION 4. This ordinance shall become effective upon adoption.

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

SO ORDAINED, this _____ day of _____, 2024.

CITY OF GUYTON

Andy Harville, Mayor

ATTEST:

Fabian Mann, City Clerk

CITY OF GUYTON

STATE OF GEORGIA

ORDINANCE NO. 2024-11

AN ORDINANCE TO ANNEX CERTAIN PROPERTY INTO THE CITY OF GUYTON, GEORGIA PURSUANT TO CHAPTER 36 OF TITLE 36 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, AND TO AMEND THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF GUYTON, GEORGIA, AS AMENDED, TO REZONE CERTAIN PROPERTY CURRENTLY KNOWN AS EFFINGHAM COUNTY PARCEL NO. 02940041 FROM EFFINGHAM COUNTY ZONING CLASSIFICATION B-2 TO CITY OF GUYTON ZONING CLASSIFICATION C-3; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION 1. That area contiguous to the City of Guyton, currently known as Effingham County Parcel No. 02940041 is hereby annexed into the City of Guyton and is made a part of said city.

SECTION 2. That the zoning ordinance and Official Zoning Map of the City of Guyton, Georgia, as amended, be amended so that Parcel No. 02940041 (currently zoned Effingham County zoning classification B-2), shall be rezoned to City of Guyton zoning classification C-3.

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

SECTION 4. This ordinance shall become effective upon adoption.

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

SO ORDAINED, this ____ day of _____, 2024.

CITY OF GUYTON

Andy Harville, Mayor

ATTEST:

Fabian Mann, City Clerk

**CITY OF GUYTON
STATE OF GEORGIA**

RESOLUTION NUMBER 2024-20

**A RESOLUTION OF THE CITY OF GUYTON (the “CITY”) AUTHORIZING
PARTICIPATION IN AN AMICUS BRIEF IN THE
CHANG V. CITY OF MILTON APPEAL**

WHEREAS, there is presently pending before the Court of Appeals and/or Supreme Court of Georgia an appeal of a civil lawsuit that, at the trial court level, was referred to as Chang, et. al. v. City of Milton, State Court of Fulton County, Case No. 18EV004442;

WHEREAS, the case involves a claim of liability against the City of Milton for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

WHEREAS, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 2024 WL 4195584 (Chang appellate ruling);

WHEREAS, the Court of Appeals ruled that the “*planter...was a hazard for vehicles leaving the travel lanes*” and that its presence “*renders the use of these thoroughfares more hazardous;*”

WHEREAS, the CITY is concerned by the Court of Appeals decision finding that a municipality may be liable for fixed obstructions located outside the motoring lanes of travel where the obstruction had never been the subject of a prior collision or complaint;

WHEREAS, the CITY believes the Court of Appeals decision is inconsistent with existing legal precedent and should be overturned; and,

WHEREAS, the CITY believes the financial implications of the Court of Appeals decision could be devastating for Georgia municipalities.

NOW THEREFORE BE IT RESOLVED, that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Chang appellate ruling be taken by the Supreme Court and reversed. An amicus brief so tendered may include the City’s name as a participating party.

SO RESOLVED, this _____, day of _____, 2024.

CITY OF GUYTON

Andy Harville, Mayor

Attest:

Fabian Mann, City Clerk

**CITY OF GUYTON
STATE OF GEORGIA**

RESOLUTION NUMBER 2024-21

**A RESOLUTION TO ADD MEMBERSHIP IN A FUND OF GEORGIA INTERLOCAL
RISK MANAGEMENT AGENCY (GIRMA)**

WHEREAS, the Public Entity of City of Guyton, located in Effingham County, Georgia ("Public Entity") is a current member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the governing authority of Public Entity is currently a member of a GIRMA Fund and desires to add membership in an additional GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the Fund Election Form attached as Appendix A and the Application and Participation Agreement applicable to the Fund and finds that it is in the best interest of its residents for Public Entity to be a member of the Fund indicated on the Fund Election Form;

NOW THEREFORE BE IT RESOLVED by the governing authority of Public Entity:

1. The Mayor of Public Entity is authorized to act on behalf of Public Entity to elect membership in the Fund identified in the Election Form attached as Appendix A by executing the Application and Participation Agreement for such GIRMA Fund.
2. The Mayor of Public Entity is designated as Public Entity's representative to GIRMA for purposes of Fund participation.
3. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA
4. This resolution shall be effective on the date of adoption.

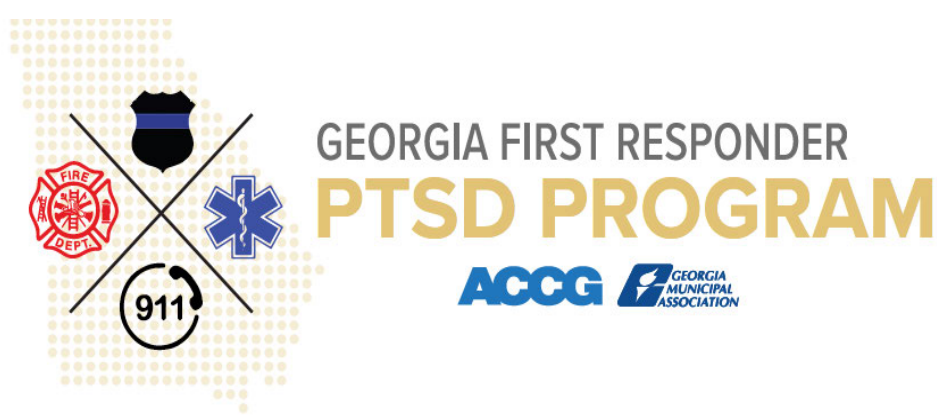
SO RESOLVED, this _____, day of _____, 2024.

CITY OF GUYTON

Andy Harville, Mayor

Attest: _____

Fabian Mann, City Clerk



Georgia First Responders' PTSD Program
Offered through GMA and ACCG Insurance Programs
Program FAQ

This document provides information on GMA and ACCG's Georgia First Responder PTSD Program (GFRPTSD). For additional questions, contact GFRPTSD@lockton.com and provide your contact information to schedule a follow-up call. If you prefer to speak with a Program representative, call Lindsey Albright at 706.877.6400 or Meghan Murray at 678.361.0886.

Information about the statutorily required benefits in O.C.G.A. § 45-25-1 et seq.(2024):

Q. What was the purpose of HB 451 (2024)?

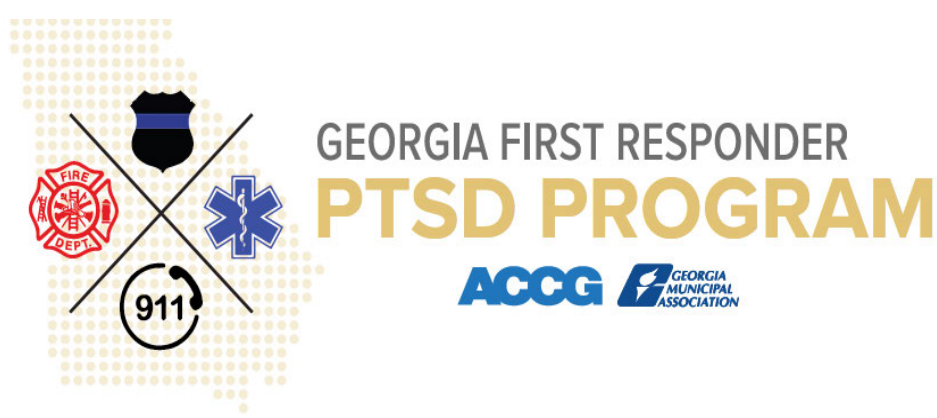
A. The Ashley Wilson Act (the Act or HB 451) requires all public entities in Georgia to offer a supplemental benefit program for eligible first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events. It creates two once-per-lifetime financial safety nets to assist with uninsured costs associated with PTSD treatment and recovery. A first responder may access the benefits quickly and confidentially without worry over stigma or job loss. The Act does not impact employer health plans, which are required to provide coverage for PTSD and other mental health conditions.

Q. What is the effective date of the Act?

A. The effective date of the Act is January 1, 2025. That is the date on which public entities are required to offer the benefits. An eligible first responder diagnosed with PTSD arising from a qualifying traumatic event that occurred on or after July 1, 2024, may submit a claim on or after January 1, 2025, and must also submit proof that a diagnosis of PTSD was made on or after January 1, 2025.

Q. Doesn't workers' compensation pay for occupational PTSD?

A. In Georgia, a first responder may file a claim for occupational PTSD under workers' compensation provided the PTSD follows from or because of a physical injury in the line of duty. However, the workers' compensation system is not designed to address and treat mental injuries. The system does not meet the first responders' confidentiality needs since employers and supervisors are notified of PTSD claims and does not allow a first responder to choose their own mental health care providers.



Q. Doesn't a first responder's health plan pay for treatment of PTSD?

A. By law, employer health benefit plans are required to cover mental health treatment. But employer health plans do not cover all costs associated with treatment and recovery such as deductibles, co-pays, and out-of-network treatment costs.

Q. How does the Act define PTSD?

A. The Act defines PTSD as an ***anxiety disorder caused by experiencing or being exposed to a traumatic event*** and which satisfies the clinical diagnostic criteria set forth in the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders in effect January 1, 2024.

Q. How does the Act define a First Responder who can be eligible for benefits?

A. The Act defines ***eligible first responder*** as a first responder who experienced or was exposed to a traumatic event during the normal course of performing regular occupational or volunteer duties on behalf of a public entity and such experience resulted in PTSD, if the first responder received a diagnosis of PTSD arising from such experience and exposure no later than two years after the traumatic event.

Q. How does the Act define a First Responder?

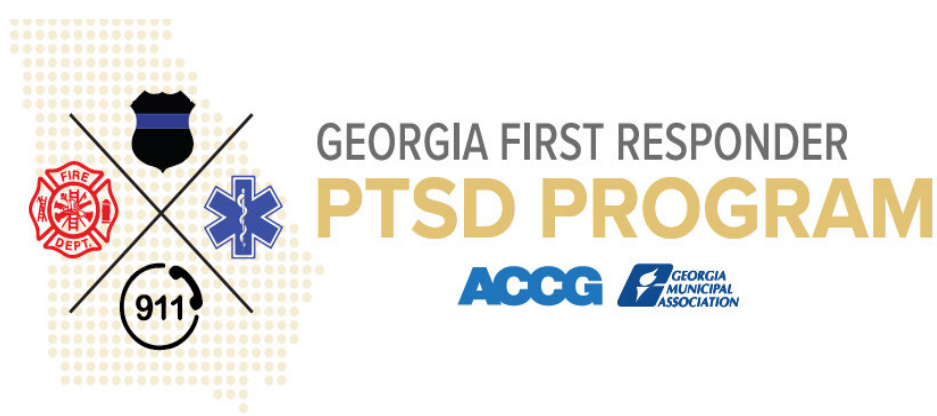
A. Under the Act, First Responder means any of the following:

- Communications Officer
- Emergency Medical Professional
- Firefighter
- Jail Officer
- Peace Officer (including law enforcement officer with the Department of Natural Resources)
- Correctional Officer
- Emergency Medical Technician
- Highway Emergency Response Operator
- Juvenile Correctional Officer
- Probation Officer

Q. What are the benefits required under the Act?

A. The Act requires ***two once-per-lifetime benefits***. The first is a \$3,000 lump-sum benefit paid following diagnosis of occupational PTSD by a qualified diagnostician. The second is a long-term disability benefit if the eligible first responder is no longer able to perform their duties as a first responder due to their PTSD diagnosis:

- The **disability benefit begins 90 days** following a first responder's inability to continue regular occupational or volunteer duties as a first responder due to the covered condition, despite receipt of appropriate treatment.



- The disability benefit is paid **monthly for up to 36 months**.
- Paid first responders receive **60% of their monthly pay** to a maximum of \$5,000 per month.
- Volunteer first responders receive **\$1,500** per month.

Q. How is Covered Condition defined under the Act?

A. The Act provides benefits for eligible first responders with a **covered condition** of PTSD that is the direct result of an experience of or exposure to a traumatic event during the normal course of their regular occupational or volunteer duties on behalf of a public entity.

Q. How does the Act define a Traumatic Event?

A. The Act defines a **traumatic event** as an actual or threatened death, serious injury, or act of sexual violence that occurs after July 1, 2024, and which the first responder experienced or was exposed to during the normal course of the first responder’s regular occupational or volunteer duties on behalf of the public entity. In cases involving multiple traumatic events occurring after July 1, 2024, the traumatic event is the most recent event determined by the qualified diagnostician to be related to the symptoms of PTSD.

Q. How does the Act define Qualified Diagnostician?

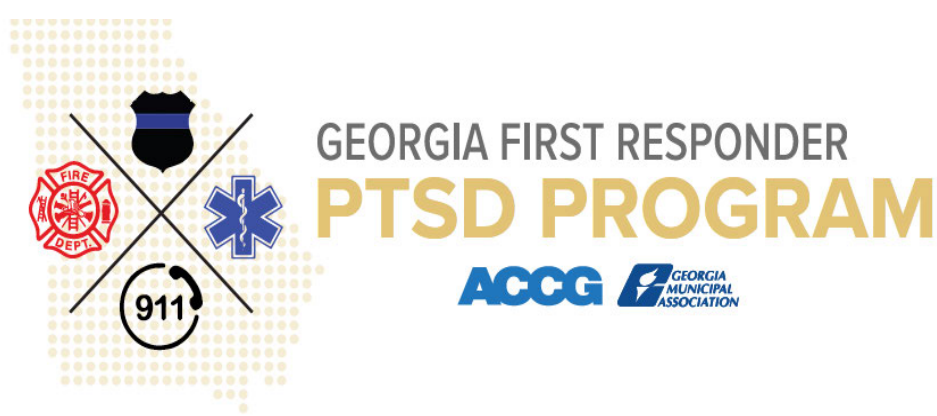
A. **Qualified diagnosticians** are psychiatrists, psychologists, and physicians who are duly authorized to practice in Georgia and are certified in a medical specialty appropriate for trauma related mental health diagnoses.

Q. How does the Act ensure that a first responder can get the benefits confidentially?

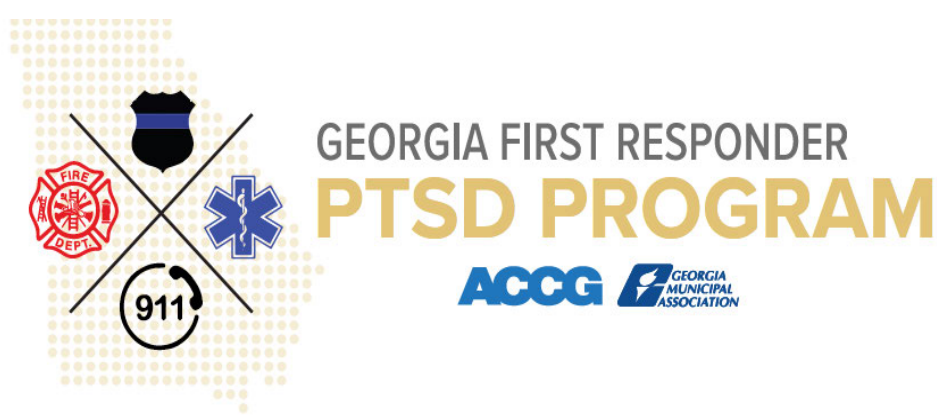
A. The Act requires that the first responder be able to obtain the lump sum benefit confidentially in a manner similar to using health insurance to pay for mental health treatment or using employee assistance program benefits and be able to obtain the long term disability benefit confidentially in a manner similar to obtaining other disability benefits for mental health conditions. The Act provides that all communications between the first responder and the administrator or insurer are confidential and privileged.

Q. If an employer learns of a first responder’s claim, can the employer use that information for employment purposes?

A. No. The Act states: “In no event shall information solely about an individual’s diagnosis, claims, or benefits be used for any employment action.”



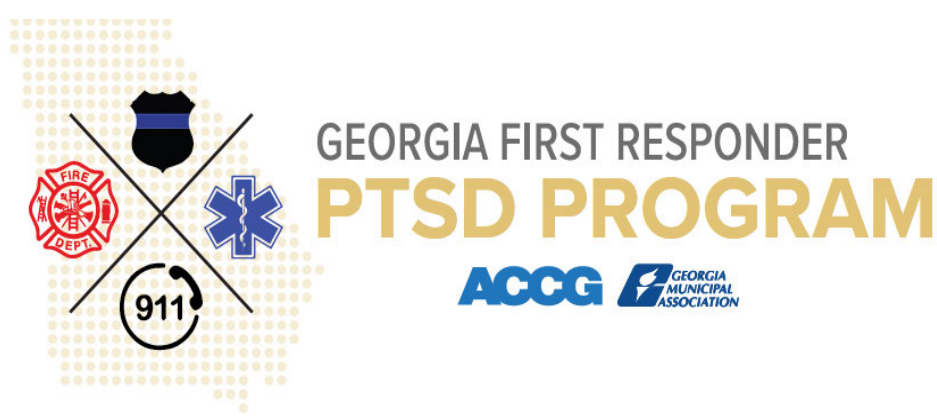
- Q. How would a first responder obtain a PTSD diagnosis submitted in support of their claim?**
- A.** A first responder’s primary care physician can recommend a qualified diagnostician. In addition, a first responder can call the customer service number on their major medical health plan ID card for help locating an in-network qualified diagnostician. In many cases, qualified diagnosticians offer virtual appointments that eliminate the need to travel.
- Q. Following a traumatic event, how much time does a first responder have to obtain a PTSD diagnosis from a qualified diagnostician?**
- A.** A first responder has up to **24 months following a traumatic event** to obtain a PTSD diagnosis from a qualified diagnostician and file a claim for the supplemental benefits.
- Q. Following end of service or retirement, how much time does a first responder have to obtain a PTSD diagnosis from a qualified diagnostician and file a claim?**
- A.** An eligible First Responder may file a claim for the supplemental benefits **up to 24 months following end of service** provided the traumatic event resulting in the PTSD occurred when the First Responder was in active service and a diagnosis is received within 24 months of the traumatic event.
- Q. The Act says the traumatic event date must be on or after July 1, 2024, but the Act is not effective until January 1, 2025. How does this work?**
- A.** These dates create a temporary transition period. The Act’s purpose is to encourage first responders to promptly seek treatment for symptoms of PTSD. If a first responder is already receiving treatment for PTSD arising from a traumatic event that occurred between July 1, 2024 and January 1, 2025, the first responder will need to obtain a qualifying diagnosis of PTSD arising from that event on or after January 1, 2025 to be eligible for benefits. The waiting period for disability benefits cannot start before January 1, 2025.
- Q. How does the Act address cumulative trauma or the witnessing of traumatic events over time?**
- A.** In cases involving multiple traumatic events occurring on or after July 1, 2024, the traumatic event is the most recent traumatic event determined by the qualified diagnostician to be related to the symptoms of PTSD.
- Q. Are benefits provided under the Act taxable?**
- A.** As the benefits are provided by the employer on behalf of the first responder, the federal government considers the benefits a form of taxable income. The State of Georgia waived state taxation of the benefit.



- Q. Is the PTSD lump-sum benefit reduced if a first responder is receiving benefits from sources outside of the program?**
- A.** No.
- Q. Is the PTSD disability benefit reduced if a first responder receives disability benefits from sources outside of the program?**
- A.** The PTSD disability benefit would be reduced if a first responder receives disability benefits from an employer funded group long-term disability plan or workers' compensation. The PTSD disability benefit would not be reduced if the first responder received disability benefits from insurance paid by the first responder.
- Q: If a first responder has received the once-per-lifetime lump sum and disability benefits, would they be eligible for a second set of benefits if they switched employers in the future?**
- A.** No. An eligible first responder is not entitled to more than the once-per-lifetime benefits.

Administration of the GMA and ACCG Programs

- Q. Does GMA and ACCG plan to offer insurance coverage compliant with the Act?**
- A.** GMA and ACCG have partnered with MetLife to design and implement a highly customized insurance program compliant with the Act.
- Q. Who pays the cost of coverage under the program?**
- A.** A public entity pays the cost of the program on behalf of its first responders. The Act defines **public entity** as a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, any local government or authority, including a county, municipality, or consolidated government in this state, or any other political division in this state. Such term includes a school district, independent school district, or other local school system in this state.
- Q. Is a public entity required to purchase the PTSD insurance from GMA or ACCG Programs?**
- A.** No. A public entity may purchase the PTSD insurance from other private insurance companies or self-insure the coverage upon approval from the Georgia Office of Commissioner of Insurance and Safety Fire.



Q. If a public entity chooses to participate in the GMA or ACCG programs, how often will it be billed for cost of the coverage?

A. GMA, ACCG and MetLife are still finalizing the premium invoicing process. At this time, we expect that the GMA and ACCG programs will bill a participating public entity twice annually for 50% of the annual cost.

Q. If a public entity wants to participate in the GMA or ACCG programs, how does it obtain a quote?

A. To obtain a quote, the public entity would contact GFRPTSD@lockton.com and provide your contact information to schedule a follow-up call. To speak with a Program representative, please contact Lindsey Albright at 706.877.6400 or Meghan Murray at 678.361.0886.

Starting in August/September 2024, GMA and ACCG will contact its members directly with information on the program and how to obtain a quote and secure coverage compliant with the Act with a January 1, 2025 effective date.

Q. If a first responder is employed by two public entities, which public entity is required to pay the cost of the insurance?

A. The program will bill both public entities 50% of the required premium.

Q. If a first responder is employed by public entity A and volunteers at public entity B, which public entity is required to pay the cost of the insurance?

A. Public entity A, the place of employment, is required to pay the cost of the insurance.

Q. If a first responder volunteers at public entity A and B, which public entity is required to pay the cost of the insurance?

A. The program will bill both public entities 50% of the required premium.

Q. If a public entity hires a first responder in the middle of the billing cycle, is it required to pay back premium for the newly hired first responder?

A. No. While the first responder is eligible on the first day of service, the public entity would include the newly hired first responder in its upcoming eligibility roster.

Q. May a public entity increase the lifetime benefits above those required under the Act?

A. The GMA and ACCG Programs allow a public entity to increase PTSD coverage in two ways:

- Increasing the lump-sum benefit from \$3,000 to \$5,000, \$10,000 or \$15,000
- Increasing the monthly disability benefit for volunteers from \$1,500 to \$2,000

**CITY OF GUYTON
STATE OF GEORGIA**

RESOLUTION NUMBER 2024-22

A RESOLUTION OF THE CITY OF GUYTON AMENDING THE CITY OF GUYTON EMPLOYMENT HANDBOOK; 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 3.15 of the Charter of the City of Guyton provides that the City Council shall adopt rules and regulations concerning personnel policies; and

WHEREAS, the City Council adopted a personnel policy in September 2021 titled “City of Guyton Employment Handbook”; and

WHEREAS, the City Council deems it necessary to amend the City of Guyton Employment Handbook;

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. Amendment to the City of Guyton Employment Handbook. The sections titled “*Paid Time Off (PTO) & Benefits*,” “*Using PTO*,” and “*PTO ‘Sell Back’*” on Pages 56 through 58 of the City of Guyton Employment Handbook shall be amended and restated to now read as follows:

Paid Time Off (PTO) & Benefits

The City of Guyton recognizes we all need opportunities to enjoy time away from work and we all have personal needs that occasionally impact our work obligations. All regular, full-time employees will be granted paid time off (PTO) **annually on their initial date of employment with the city ~~on an annual basis~~** once they fulfill their introductory period. **The PTO “bank” is to be used for sick days, vacation, personal days, and other requests to be absent from work.** Please keep in mind attendance expectations and refer to the Attendance section of this handbook.

Using PTO

1. Regular, full-time employees begin accruing PTO upon completion of the introductory period. The full annual number of eligible hours will be available upon eligibility.
2. The City encourages all eligible employees to use their benefit of the paid time off away from work.
- ~~3. Employees that have used at least 40 hours of PTO throughout the year may carry over up to 40 hours of unused PTO at the end of the year. In addition, note the option for PTO "sell back" in the next section.~~
3. Exempt employees may take half days (4 hours at the time) of PTO. Non-exempt employees may request days off only in full days.
4. Upon voluntary resignation or retirement from the City, up to 40 hours of unused PTO may be paid out, assuming the employee has fulfilled an adequate notice period. Upon involuntary separation from the City (termination for cause), unused PTO is forfeited.

PTO 'Sell Back'

Employees with PTO time remaining at the end of the **calendar** year may have the option to "sell back" those days to the City and receive compensation instead of paid time off. **The "sell back" period will occur annually from November 1st until December 31st of the present year.** Up to eighty (80) hours (or 86 hours for police personnel), of unused PTO may be requested for Sell Back each calendar year if the following conditions are met:

1. Forty (40) hours of Paid Time Off (36 hours for police personnel) has been used by the employee during the previous twelve (12) months;
- 2. At least forty (40) hours of Paid Time Off remain following the "sell back" to cover any unanticipated absences;**
3. The total number of hours requested to sell back is less than the total number of hours of accrued annual leave on the date of the request (an employee may not request to sell back more hours than they have accrued);
4. The request must be made in writing to the Department Head.

Upon written request prior to a notice of termination, an employee may also be permitted to use up to forty (40) hours of unused PTO to repay the City for any just debt owing to the City for which a payroll deduction would be authorized. The use of PTO to pay the debt shall be in lieu of a cash payment or payroll deduction from the employee's earnings.

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 shall become effective immediately upon its adoption

by the City Council.

SO RESOLVED, this __ day of November, 2024.

CITY OF GUYTON

Andy Harville, Mayor

Attest:

Fabian Mann, City Clerk

CONTRACT CHANGE ORDER

CONTRACT FOR: Guyton LAS Sprayfield Improvements	PROJECT NO.:	PE22148
OWNER: City of Guyton	ORDER NO.:	2
TO: SEC Site Work	DATE:	November 18, 2024
68 Piney Grove Church Road	STATE:	Georgia
Bristol, GA 31518	COUNTY:	Effingham

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	DESCRIPTION	QTY	UNIT	Price	DECREASE in Contract Price	INCREASE in Contract Price
1b.	Add 12" SDR 21 PVC Forcemain	120	LF	\$ 30.00		\$ 3,600.00
1g.	Add 2" SDR 21 PVC Forcemain	300	LF	\$ 4.40		\$ 1,320.00
1ii.	Add 10' Gate	1	EA	\$ 600.00		\$ 600.00
1jj.	Add Vault for Existing Zone D	1	EA	\$ 7,250.00		\$ 7,250.00
1kk.	Add Additional Fittings	1	LS	\$ 3,044.38		\$ 3,044.38
1ll.	Add Testing	1	LS	\$ 3,850.00		\$ 3,850.00
	NET CHANGE IN CONTRACT PRICE =				\$ -	\$ 19,664.38
	TOTAL INCREASE IN CONTRACT PRICE =				\$	19,664.38

Justification: Adjusting quantities to reflect work complete; Vault for Zone D, testing, and gate were not included in the original plans.

Contract Time:

The amount of the contract prior to this change order:

Four hundred seventy one thousand three hundred thirty five dollars and twenty five cents. Dollars
(\$471,335.25)

The amount of the contract will increase by the sum of

Nineteen thousand six hundred sixty four dollars and thirty eight cents. Dollars
(\$19,664.38)

The contract total including this and previous change orders will be:

Four hundred ninety thousand nine hundred ninety nine dollars and sixty three cents. Dollars
(\$490,999.63)

This document will become a supplement to the contract and all provisions will apply hereto.



 SEC Site Work

11-18-24

 (Date)



 Lindsey Bashlor
 Parker Engineering, LLC

11/19/2024

 (Date)

 City of Guyton

 (Date)

**CITY OF GUYTON
STATE OF GEORGIA**

RESOLUTION NUMBER 2024-23

A RESOLUTION OF THE CITY OF GUYTON TO REPEAL RESOLUTION NUMBER 2024-19, WHICH AMENDED THE DISCIPLINARY APPEAL PROCEDURE IN THE CITY OF GUYTON EMPLOYMENT HANDBOOK; 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;

WHEREAS, Section 3.15 of the Charter of the City of Guyton provides that the City Council shall adopt rules and regulations concerning personnel policies; and

WHEREAS, the City Council adopted a personnel policy in September 2021 titled “City of Guyton Employment Handbook”; and

WHEREAS, the City Council adopted Resolution Number 2024-19, which amended the disciplinary appeal procedure in the City of Guyton Employment Handbook; and

WHEREAS, the City Council has now determined that the amendment set forth in Resolution Number 2024-19 is unnecessary;

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. Repeal. Resolution Number 2024-19 is hereby repealed in its entirety.

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 shall become effective immediately upon its adoption by the City Council.

SO RESOLVED, this __ day of December, 2024.

CITY OF GUYTON

Andy Harville, Mayor

Attest:

Fabian Mann, City Clerk

**CITY OF GUYTON
STATE OF GEORGIA**

RESOLUTION NUMBER 2024-19

**A RESOLUTION OF THE CITY OF GUYTON TO AMEND THE DISCIPLINARY
APPEAL PROCEDURE IN THE CITY OF GUYTON EMPLOYMENT HANDBOOK;
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;

WHEREAS, Section 3.15 of the Charter of the City of Guyton provides that the City Council shall adopt rules and regulations concerning personnel policies; and

WHEREAS, the City Council adopted a personnel policy in September 2021 titled “City of Guyton Employment Handbook”; and

WHEREAS, the City Council deems it necessary to amend the City of Guyton Employment Handbook;

**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. Amendment to the City of Guyton Employment Handbook. The section titled “*Appeal Procedure*” on Page 37 of the City of Guyton Employment Handbook shall be amended and restated to now read as follows:

To ensure consistent treatment, all progressive counseling actions may be subject to appeal should an employee feel that he/she has been disciplined unjustly or too harshly.

1. An employee may appeal a disciplinary action in writing to their Department Head stating the specific basis for the employee’s complaint and the specific relief desired.
 - The appeal must be submitted within ten (10) business days after receiving the disciplinary action.
 - After considering all relevant information provided by the employee and conducting any additional investigation necessary, the Department Head shall communicate a written decision to the employee.

- A copy of the appeal and the Department Head's decision, along with any supporting documentation, shall be sent to City Manager.
2. The decision of the Department Head may be further appealed to the City Manager.
- The appeal must be submitted in writing to the City Manager by the employee within ten (10) business days from receipt of the Department Head's decision.
 - After considering all relevant information provided by the employee and conducting any additional investigation necessary, the City Manager shall communicate a written decision to the employee.
3. The decision of the City Manager may be further appealed to the City Council.
- The appeal must be submitted in writing to the City Council by the employee within ten (10) business days from receipt of the City Manager's decision.
 - The City Council shall review the appeal and the City Manager's decision along with any supporting documentation and shall render a decision after holding a public hearing. The employee may submit an additional written statement or further documentation for consideration by the City Council.
 - In cases of suspension and/or termination, the employee may be placed on unpaid leave from the date of the Department Head's decision through the date of the City Council's decision.

Employees may not appeal layoffs, reorganizations, restructuring, pay freezes, furloughs, or City Council actions.

Failure by the employee to appeal the action/decision within the time periods prescribed above shall be grounds for automatic dismissal of the appeal.

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 shall become effective immediately upon its adoption by the City Council.

SO RESOLVED, this __ day of November, 2024.

CITY OF GUYTON

Andy Harville, Mayor

Attest:

Fabian Mann, City Clerk

LANIER, DEAL, PROCTOR & BLOSER

CERTIFIED PUBLIC ACCOUNTANTS

P.O. BOX 505

201 SOUTH ZETTEROWER AVENUE
STATESBORO, GEORGIA 30459

PHONE (912) 489-8756

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RICHARD N. DEAL II, CPA

MEMBERS
AMERICAN INSTITUTE OF CERTIFIED
PUBLIC ACCOUNTANTS
GEORGIA SOCIETY OF CERTIFIED
PUBLIC ACCOUNTANTS

November 4, 2024

Mayor and City Council
City of Guyton
310 Central Boulevard
Guyton, Georgia 31312

We are pleased to confirm our understanding of the services we are to provide to the City of Guyton for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Guyton as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Guyton's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Guyton's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquires of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Net Pension Liability (Asset) and Related Ratios
- 3) Schedule of Contributions to Pension Plan

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Guyton's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and individual fund statements and schedules
- 2) Schedule of SPLOST expenditures
- 3) Schedule of TSPLOST expenditures

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of City of Guyton and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Governmental Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Governmental Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate

level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws and governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Guyton's compliance with the provisions of applicable

laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and context, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not been changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audit or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility included relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes of City of Guyton in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, account receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Guyton; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lanier, Deal, Proctor & Bloser, CPA's and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lanier, Deal, Proctor & Bloser, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Richard Deal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately November 6, 2024, and to issue our reports no later than January 31, 2025.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$15,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

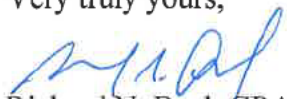
We will issue a written report upon completion of our audit of City of Guyton's financial statements. Our report will be addressed to the Mayor and City Council of the City of Guyton. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if

necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provision of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Guyton is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be service to City of Guyton and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return to us.

Very truly yours,



Richard N. Deal, CPA, CGMA
Lanier, Deal, Proctor & Blosser, CPA's

RESPONSE:

This letter correctly sets forth the understanding of City of Guyton.

Management signature: _____

Title: _____

Date: _____ November 4, 2024 _____

Governance signature: _____

Title: _____

Date: _____ November 4 2024 _____



Economic News Release

Consumer Price Index Summary

Transmission of material in this release is embargoed until
8:30 a.m. (ET) Wednesday, November 13, 2024 USDL-24-2303

Technical information: (202) 691-7000 * cpi_info@bls.gov * www.bls.gov/cpi
Media contact: (202) 691-5902 * PressOffice@bls.gov

CONSUMER PRICE INDEX - OCTOBER 2024

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.2 percent on a seasonally adjusted basis in October, the same increase as in each of the previous 3 months, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 2.6 percent before seasonal adjustment.

The index for shelter rose 0.4 percent in October, accounting for over half of the monthly all items increase. The food index also increased over the month, rising 0.2 percent as the food at home index increased 0.1 percent and the food away from home index rose 0.2 percent. The energy index was unchanged over the month, after declining 1.9 percent in September.

The index for all items less food and energy rose 0.3 percent in October, as it did in August and September. Indexes that increased in October include shelter, used cars and trucks, airline fares, medical care, and recreation. The indexes for apparel, communication, and household furnishings and operations were among those that decreased over the month.

The all items index rose 2.6 percent for the 12 months ending October, after rising 2.4 percent over the 12 months ending September. The all items less food and energy index rose 3.3 percent over the last 12 months. The energy index decreased 4.9 percent for the 12 months ending October. The food index increased 2.1 percent over the last year.



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 2025

Effingham Georgia Green (EGG) Proposal for Guyton City Council, submitted by Rita Elliott

Proposal: The Earth Day Festival on the downtown trail in Guyton has been a huge success for the past two years. EGG is willing to continue this event for residents of Guyton and its visitors. If Guyton provides the same venue and arrangement in 2025 as previously, then Effingham Georgia Green (EGG) will create, administer, run, and dismantle an Earth Day Festival in April of that year in tandem with the city's spring Sale Along the Trail. Since Earth Day is on a Tuesday in 2025, either the Saturday prior (April 19) or the Saturday after (April 26) would be appropriate to hold the 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.

Potential 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. and/or
4. Performance Tent. Music as well as performances about relevant topics.
5. Giant Insect Parade. Participants wear insect, plant, and animal costumes in the opening parade.

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. (City of Guyton will mark 10" squares on the ground, each with a blank vendor sign that EGG will label.)
3. EGG will encourage environmentally-sound festivities (recycling, using green products, discouraging non-green items (ie balloons, plastic promotional materials), etc.)
4. EGG and the City of Guyton will advertise the event.
5. EGG will have booths 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 \$40 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.

AlcineXtreme Fitness LLC Agreement

This Agreement is entered into this ___ day of _____, 2024, between the City of Guyton, Georgia (the “City”) and AlcineXtreme Fitness LLC (“AlcineXtreme”).

WHEREAS, AlcineXtreme is a local fitness business dedicated to promoting health and wellness in the community;

WHEREAS, AlcineXtreme desires to provide fitness classes and other fitness services at the Guyton Gymnasium located at 505 Magnolia St. Guyton, Georgia (the “Gym”);

WHEREAS, AlcineXtreme submitted a proposal to the City outlining the fitness services it wishes to provide at the Gym, a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, AlcineXtreme is permitted to provide fitness classes and other fitness services at the Gym subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the following commitments and mutual obligations, AlcineXtreme and the City agree as follows:

1. At a minimum, AlcineXtreme shall offer one free fitness class per week at the Gym to be open to all members of the community and surrounding area.
2. Prior to holding each fitness class or otherwise providing fitness services at the Gym, AlcineXtreme shall coordinate with the City and confirm there are no other events or activities scheduled at the Gym for that date. If another event or activity is scheduled at the Gym for that date, the City in its sole discretion may, in whole or in part, restrict AlcineXtreme’s use of the Gym.
3. AlcineXtreme will ensure that all individuals participating in fitness classes or otherwise receiving fitness related services at the Gym shall sign a liability waiver, the form of which is attached hereto as Exhibit B. Failure by AlcineXtreme to do so will constitute a material breach of this Agreement.
4. AlcineXtreme shall provide the City with a certificate of insurance evidencing general liability coverage and naming the City as an additional insured. Such certificate of insurance must be delivered to the City prior to holding any fitness classes or providing any fitness services at the Gym.
5. It is understood and agreed that AlcineXtreme is not and shall not be deemed an independent contractor or employee of the City. AlcineXtreme shall supervise the performance of its agents and employees and shall have sole control over the manner and means by which it provides fitness services. Nothing in this Agreement will be interpreted as creating any relationship of principal and agent, partnership or joint venture between AlcineXtreme and the City.
6. AlcineXtreme agrees to indemnify, defend, and hold harmless the City and its affiliates, elected officials, officers, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses

(including reasonable attorneys' fees) that in any way arise out of or are related to AlcineXtreme's use of the Gym or provision of fitness services at the Gym.

7. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.
8. This Agreement will terminate one (1) year after execution if not otherwise renewed.
9. Notwithstanding the foregoing, either party may terminate this Agreement upon seven (7) days written notice to the other party. Such notice shall be effective upon delivery and may be provided through email or certified mail.

IN WITNESS WHEREOF, all Parties hereto have set their hands and seals the day and year first above written.

ALCINEXTREME FITNESS LLC

By: _____
Alcine Gross, Owner

Date: _____

CITY OF GUYTON

By: _____
Hon. Andy Harville, Mayor

Attest: _____
Fabian Mann, City Clerk

Date: _____

EXHIBIT A – AlcineXtreme Proposal

Proposal to the City of Guyton

Presented by: AlcineXtreme Fitness, LLC

*Owner: Alcine Gross, Certified Elite ISSA Trainer, Group Exercise
Instructor, and Nutritionist*

Subject: Proposal to Offer BodyXtreme Bootcamp Classes in the Gymnasium of the Old Elementary School

Introduction:

My name is Alcine Gross, owner of AlcineXtreme Fitness, LLC, a local fitness business dedicated to promoting health and wellness in the community. As a certified Elite ISSA Trainer, group exercise instructor, and nutritionist, I bring expertise and passion to every class, encouraging people to live healthier and more active lives.

For nearly a year, I have been running BodyXtreme Bootcamp at Peter Giles Park in Rincon, attracting over 30 men and women who have become part of a supportive fitness community. Our program is more than just a workout; it's a family where participants can pursue their fitness goals while building meaningful connections.

The purpose of this proposal is to request permission from the City of Guyton to offer BodyXtreme Bootcamp classes in the gymnasium of the old elementary school. We believe this facility is the ideal space to engage even more residents and provide accessible, quality fitness options for all.

About BodyXtreme Bootcamp:

BodyXtreme Bootcamp is an inclusive and motivating group exercise program designed for people of all fitness levels. Our classes are a mix of strength training, cardio, flexibility, and functional exercises aimed at promoting overall health and wellness.

Beyond our workouts, we place a strong emphasis on community building. We regularly organize monthly dinners and brunches, as well as participate in local health and wellness events, to foster connections and inspire a positive, supportive environment. We believe fitness is more enjoyable and sustainable when shared with others, which is why community engagement is at the core of our program.

Proposal Details:

1. Location and Frequency:

- We propose holding BodyXtreme Bootcamp classes in the gymnasium of the old elementary school in Guyton, which would offer an indoor, weather-protected space to accommodate classes year-round.
- With this additional facility, we can expand our reach and encourage more people in the community to participate in fitness.

2. Community Engagement - One Free Class Per Week:

- In exchange for using the facility, AlcineXtreme Fitness will offer one free class each week to the community.
- Since I am certified in over 30 different styles of group exercise, I can provide a variety of classes on this free day, giving citizens of Guyton and Rincon the opportunity to try out formats such as HIIT, yoga, dance fitness, strength training, and more.

3. Insurance Coverage:

- I am fully insured as a fitness instructor, ensuring that all classes are covered for liability.
- Additionally, I am willing to add the facility to my insurance policy to provide further coverage and peace of mind for the City of Guyton.

4. Program Impact:

- Our track record in Rincon has shown the positive impact BodyXtreme Bootcamp has had on participants' physical and mental well-being.
- Bringing this program to Guyton would offer residents a chance to improve their health and well-being, enhance social connections, and benefit from a supportive fitness community.

5. Additional Benefits:

- **Community Building:** By bringing people together, we strengthen local bonds and foster a sense of camaraderie.
- **Accessibility for All Fitness Levels:** BodyXtreme Bootcamp is adaptable to everyone, from beginners to advanced fitness enthusiasts.
- **Support for Local Businesses:** We plan to collaborate with local businesses and vendors through community events, further enriching Guyton's wellness culture.

6. Operational Requirements:

- Regular access to the gymnasium for scheduled bootcamp sessions.
- Availability of basic amenities, such as lighting, HVAC, and restroom access.

About AlcineXtreme Fitness, LLC:

AlcineXtreme Fitness, LLC is dedicated to creating a healthier community by offering inclusive and effective fitness programs. With my background as an Elite ISSA Trainer and extensive experience across various group exercise formats, I am fully committed to providing a safe and enjoyable environment for all.

I am grateful for the support from the Rincon community and am eager to expand our reach to Guyton. I truly believe that BodyXtreme Bootcamp can make a lasting, positive impact here as well.

Conclusion:

By allowing AlcineXtreme Fitness, LLC to hold BodyXtreme Bootcamp classes in the gymnasium of the old elementary school, the City of Guyton would be endorsing a valuable initiative that promotes health, inclusivity, and community spirit. This proposal represents an opportunity for the residents of Guyton to enjoy accessible fitness options in a welcoming and supportive environment.

Thank you for considering this proposal. I look forward to the opportunity to collaborate and work together to build a healthier, happier Guyton community.

Sincerely,

Alcine Gross

Owner, AlcineXtreme Fitness, LLC

coachalcine@alcinextreme.com

678-644-5498

EXHIBIT B – Liability Waiver

AlcineXtreme Fitness LLC Liability Waiver

This Agreement is between AlcineXtreme Fitness LLC, City of Guyton, Georgia, and individuals who may participate in fitness classes at the Guyton Gymnasium located at 505 Magnolia St. Guyton, Georgia (the "Gym").

I _____ (print name) hereby agree to the following:

I am participating in fitness classes and receiving fitness services provided by AlcineXtreme Fitness LLC at the Gym ("AlcineXtreme Fitness Classes"). I recognize that AlcineXtreme Fitness Classes require physical exertion that may be strenuous and may cause physical injuries, which may include, but are not limited to: contusions, muscle strains, sprains, broken bones, lacerations, cardiac malfunction, and head, neck, and back injuries. I am fully aware of the risks and hazards involved and knowingly choose to voluntarily participate in the AlcineXtreme Fitness Classes.

I understand that it is my responsibility to consult with a physician prior to and regarding my participation in AlcineXtreme Fitness Classes. I represent and warrant that I am physically fit and have no medical condition that would prevent my full participation in AlcineXtreme Fitness Classes.

I understand that my presence in the Gym and my use of the Gym involves risk, including the risk of slipping or falling on uneven or slippery floors. I hereby knowingly and freely assume all risk and responsibility for any and all damage to property or bodily and/or personal injury, including death, in connection with my use of the Gym.

In consideration of being permitted to participate in AlcineXtreme Fitness Classes, I voluntarily and knowingly agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, which I might incur as a result of participating in the program and acknowledge my informed consent to do so.

I, my heirs, spouse, and legal representatives forever release, hold harmless, waive, discharge, and covenant not to sue the City of Guyton (including its agents, employees, and officials) for any injury or death resulting from or caused by my voluntary participation in AlcineXtreme Fitness Classes and/or use of the Gym, whether caused by the negligence of AlcineXtreme Fitness LLC, the City of Guyton, or otherwise.

The undersigned agrees that this waiver and release is intended to be as broad and inclusive as permitted by the laws of the state of Georgia. I have read the above release and waiver of liability and fully understand its content. I voluntarily agree to the terms and conditions stated above.

Printed Name of Participant

Date

Participant Signature

Participant Phone Number

PI Number:	0019876
County:	Effingham County
Sponsor:	City of Guyton
GDOT OPD PM:	Yun Luo
Prime Consultant:	AtkinsRéalis
GDOT Project Name:	SR 17; SR 119; Gracen Road; Magnolia St & Macedonia St @ 5 Locs
GDOT District	5

Scope of Work:

Located in the City of Guyton, the project is along 5 separate streets listed below. The project intends to build sidewalks, curb and gutter, and drainage improvements. The project is approximately 1.46 miles. Other elements of the project include crosswalks and mid-block crossings.

- Gracen Road beginning at Summer Place Drive and concluding at the existing Pilgrim Baptist Church walking trail.
- Magnolia Road beginning at 7th St and concluding at Samuel Smalls Ave.
- SR 119/Springfield Ave beginning at the end of existing sidewalk and concluding at Poplar St Ext.
- SR 17/Central Blvd beginning at Guyton Station subdivision and concluding at the existing sidewalk.
- Macedonia St beginning at Anderson Ave and concluding at Samuel Smalls Ave.

Coordination Type: Microsoft Teams Physical Meeting

	Name	Office
<input checked="" type="checkbox"/>	Yun Luo	GDOT Office of Program Delivery (OPD) Project Manager (PM)
<input checked="" type="checkbox"/>	Felecia Basolo	GDOT OPD – Deputy Program Manager
<input checked="" type="checkbox"/>	Andy Harville	City of Guyton
<input checked="" type="checkbox"/>	Fabian Mann	City of Guyton

	Name	Office
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

1. Scope

The proposed project is to construct new sidewalks, necessary drainage, and crosswalks at 5 locations in the city of Guyton. Each location is described below:

- a. Gracen Road – Gracen Road beginning at Summer Place Drive and concluding at the existing Pilgrim Baptist Church walking trail. One crosswalk is proposed at Del-A-Rae Circle at its intersection with Gracen Road.
- b. Magnolia Street – Magnolia Road beginning at 7th St and concluding at Samuel Smalls Ave. Proposed construction also includes crosswalks at 7th Street, Gordon Street, Brogdon Road, Dilmus Jackson Street, and Samuel Smalls Avenue. Proposed construction also includes drainage improvements including storm drain pipe, flumes, and curb and gutter; filling ditches may be needed.
- c. SR 119/ Springfield Avenue – SR 119/Springfield Ave beginning at the end of existing sidewalk and concluding at Poplar Street Extension. Proposed construction also includes a crosswalk at Poplar Street Extension, drainage improvements, including storm drain pipe and curb and gutter; filling ditches may be needed.
 - ﻯ This road is the highest priority for city
- d. SR 17/Central Boulevard – SR 17/Central Blvd beginning at Guyton Station subdivision (currently under construction) and concluding at the existing sidewalk. Proposed construction also includes drainage improvements, including storm drain pipe, flumes, and curb and gutter; filling ditches may be needed.
 - ﻯ Water and sewer are proposed on the east side of SR 17 for the new subdivision under construction
 - ﻯ GDOT is considering a project on SR 17 at the entrance to the new subdivision under construction (Guyton Station)
- e. Macedonia Street – Macedonia St beginning at Anderson Ave and concluding at Samuel Smalls Ave.
- f. General Comments
 - ﻯ One side of each location was proposed for construction, but each location will be evaluated for construction on both sides, Guyton will determine which alternative is preferred
 - ﻯ Utilities are located on each location

2. Cost

Total authorized PE = \$794,554.00, 4/28/23

- a. TO1 = concept approval
 - \$721,843.07 = Total
 - \$577,474.46 = 80% Federal
 - \$144,368.61 = 20% local match
- b. TO2 = Preliminary Plan Review
 - \$400,000 to \$500,000 = Total estimate
 - \$320,000 to \$400,000 = 80% federal
 - \$80,000 to \$100,000 = 20% local match
- c. TO3 = Letting for Construction (construction bid)

\$200,000 to \$250,000 = Total estimate

\$160,000 to \$200,000 = 80% federal

\$40,000 to \$50,000 = 20% local match

3. Guyton's decision anticipated by 12/10 city council meeting

Walking Trail Lighting Project



Proposal

ABSTRACT

This proposal is submitted for Guyton's City Council to consider installing additional lighting along the Walking Trail on Central Ave.





Introduction

The Walking Trail that runs through the center of the City of Guyton on Central Ave is a wonderful outdoor space for community enjoyment. Whether for leisurely walks or scheduled events, more individuals are taking advantage of one of Guyton's greatest assets. However, it becomes a little difficult to safely enjoy the southern charm of the Walking Trail in the evening hours due to the Trail's insufficient lighting. With that in mind, it is of the utmost importance that our citizens and the community at large feel a sense of safety enjoying the Trail – especially during the evening hours.

Project Rationale

As a result of the Walking Trail's insufficient lighting, the Downtown Development Authority (DDA) of Guyton is proposing for consideration of Guyton's City Council the installation of additional lights along the Walking Trail. To facilitate this consideration, Dr. Miller Barger, Jr., the DDA's Chairman, contacted Brian Keith Rose, GA Power's Lighting Executive assigned to the Guyton area, to determine the available options for fulfilling this lighting project. Mr. Rose presented the following two (2) options under GA Power's Lease Program.

Option #1:

Option #1 consists of paying an upfront buy-down fee of \$3,264.00 per installed light. This option includes the light pole, installation, energy, fuel, and ongoing maintenance. The monthly fee per light for this option is \$23.87.

Option #2:

Option #2 consists of paying no upfront fee per installed light. This option includes the light pole, installation, energy, fuel, and ongoing maintenance. The monthly fee per light for this option is \$64.84.

Optional Equipment:

There is also a need for additional electrical outlets around the Walking Trail. GA Power can install electrical outlets on selected light poles for greater access to electricity along the Trail for various events. The cost to install each electrical outlet is approximately \$750.00. The installation cost cannot be added to the monthly bill.

Benefits of Georgia Power's Lease Program

- No Up-front capital investment option.
- Guaranteed maintenance included. GA Power will repair a broken light within three to five days after it is reported.
- Flat monthly rate. With the flat payment, there are no unpredictable expenses associated with the maintenance and upkeep of the system.



- No ownership risk. Georgia Power will retain ownership of the lighting system and provide all maintenance parts and labor. This includes repairs or replacement.

*** See the *Streetworks* attachment for information on the proposed light pole.

Project Proposal

Based on the current level of lighting along the Walking Trail, the DDA proposes that City Council consider adding 15 – 20 light poles to provide optimal lighting for the Walking Trail. In addition, the DDA proposes that 3 – 4 electrical outlets are added to select light poles. The additional lights should be installed in areas in need of the most lighting, including the areas boarding Gracen Road. The electrical outlets will be placed where they are deemed most useful.

With the City of Guyton’s budgetary capacity not known, a recommended GA Power Leasing Program option is not included in this proposal. It is suggested that City Council review the cost options and select an option that exhibits the best fiduciary responsibility.

Conclusion

The Downtown Development Authority presents this proposal to improve the lure of the downtown district for individuals and businesses alike. With the citizens of Guyton and the community at large in mind, this investment for safety is proposed to City Council for consideration. Feel free to modify the proposed number of lights and electrical outlets as needed to accommodate any budget parameters.

Contact For Questions/Additional Information

Dr. Miller Bargeron, Jr., *DDA Chairman*

Miller.Bargeron@cityofguyton.com

██████████

Or

Brian Keith Rose, *Lighting Executive, GA Power*

bkrose@southernco.com

██████████

STREETWORKS™

DESCRIPTION

The Traditionaire LED outdoor luminaire displays the old-fashioned charm of traditional area lighting, enhancing any setting with distinctive styling. As a decorative luminaire, the Traditionaire LED tastefully complements the architectural and environmental design of parks and roadways. The high-lumen downlight configuration uses Cooper Lighting's patented LightBAR™ technology to deliver uniform and efficient illumination to pedestrian and roadway applications.

Catalog #	UTLDC03LEDDUT2A	Type	
Project	SELMA STREET HOUSING	Date	
Comments			
Prepared by	BKROSE		1/25/2015

SPECIFICATION FEATURES

Construction

Hinged (stainless steel hinge pins) die-cast aluminum housing and cover with cupola. 3G vibration tested to ensure strength of construction and longevity in application.

Optics

Choice of several patented, high-efficiency AccuLED Optics™ elements manufactured from injection-molded acrylic. Optics are precisely designed to shape the distribution maximizing efficiency and application spacing. The AccuLED Optics system create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT and nominal 70 CRI.

Electrical

LED drivers are potted and equipped with heat sinks for optimal performance and prolonged life. Standard drivers feature electronic universal voltage (120V-277V/50-60Hz), greater than 0.90 power factor, and operating temperature range from -30°C to +40°C. Includes surge protection for transient line surges up to 10kV. Standard three-position tunnel-type terminal block. System is rated for 90% lumen maintenance at 60,000 hours (compliant with IESNA TM-21).

Mounting

Self-aligning pole-top fitter for 3" O.D. pole tops or vertical tenons. Square headed 1-1/4" polymer coated mounting bolts with a lock nut.

Finish

Cast components finished in a Super durable black TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Optional colors include: bronze, grey and white. RAL and custom color matches available.

Warranty

Five-year warranty.

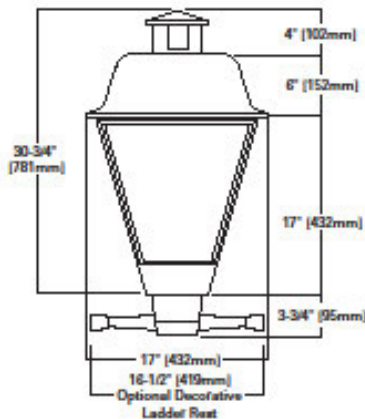


UTLD TRADITIONAIRE LED DOWNLIGHT

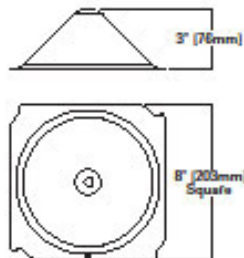
Solid State LED

DECORATIVE POST TOP
LUMINAIRE

DIMENSIONS



OPTIONAL BIRD CONE



CERTIFICATION DATA
-30°C to 40°C Ambient Temperature Range
LM79/LM80 Compliant

EPA
Effective Projected Area:
2.3 Sq. Ft.

SHIPPING DATA
Approximate Net Weight:
37 lbs. (17 kgs.)



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UTLD TRADITIONAIRE LED DOWNLIGHT

POWER AND LUMENS (STANDARD CONFIGURATION - NO LENSES OR BIRD CONE)

LED LightBARs		B01	B02	B03	C01	C02	C03
Number of LEDs		21 LEDs	21 LEDs	21 LEDs	7 LEDs	7 LEDs	7 LEDs
Power (Wattage)		27	51	73	27	58	79
Current @ 120V (A)		0.23	0.43	0.61	0.23	0.47	0.66
Current @ 277V (A)		0.10	0.18	0.26	0.10	0.20	0.29
Optics							
T2A	Lumens	1,990	4,036	5,745	1,588	3,167	4,508
	BUG Rating	1-0-1	1-0-1	2-0-2	1-0-1	1-0-1	1-0-1
T3A	Lumens	2,038	4,116	5,858	1,599	3,230	4,597
	BUG Rating	1-0-1	2-0-2	2-0-2	1-0-1	1-0-1	2-0-2
SL2	Lumens	1,959	3,955	5,629	1,537	3,104	4,417
	BUG Rating	1-0-1	1-0-1	1-0-2	1-0-1	1-0-1	1-0-1
SL3	Lumens	2,022	4,083	5,811	1,587	3,204	4,580
	BUG Rating	1-0-1	1-0-1	1-0-2	0-0-1	1-0-1	1-0-2
SMD	Lumens	2,149	4,339	6,175	1,686	3,405	4,846
	BUG Rating	1-0-1	2-0-1	3-0-1	1-0-1	2-0-1	2-0-1
SWQ	Lumens	2,115	4,272	6,080	1,680	3,352	4,771
	BUG Rating	2-0-1	3-0-1	3-0-1	1-0-1	2-0-1	3-0-1

ORDERING INFORMATION

Sample Number: UTLD03LEDEUT3S

Product Family	Number of LightBARs 1,2	Source Type	Driver	Voltage	Distribution
UTLD-Traditionaire™ LED Downlight	B01-(1) 21 LED LightBAR B02-(2) 21 LED LightBARs B03-(3) 21 LED LightBARs C01-(1) 7 LED LightBAR C02-(2) 7 LED LightBARs C03-(3) 7 LED LightBARs	LED-Solid State Light Emitting Diodes	E-Non-Dimming D-Dimming	U-Universal (120-277V) s-480V s-347V	T2A-Type II Area T3A-Type III Area SL2-Type II w/Spill Control SL3-Type III w/Spill Control SMD-Type V Square Medium SWQ-Type V Square Wide
Options (Add as Suffix)					Accessories (Order Separately)
4-Internal NEMA Photocontrol Receptacle W-20' #10 Leads S-Snap Latches for Tool-less Light Replacement U-UL/CSA Listed J-Factory Installed Ladder Rest 7060-70 CRI/3000K CCT 3 8090-80 CRI/3000K CCT 3 2L-Two Circuits 4 A-Acrylic Lens Panels 5 LCF-LightBAR Cover Plate Matches Housing Finish BC-Bird Cone 6 AP-Gray BZ-Bronze WH-White					TA1BK-Decorative Ladder Rest for Field Installation OA1222-10kV Surge Replacement Module

- Notes:**
 1. 21 LED LightBAR driven at 250mA, 7 LED LightBAR driven at 1A.
 2. Standard 800K CCT and nominal 70 CRI.
 3. Consult factory for lead times and lumen multiplier.
 4. Low-level output varies by bar count. Consult factory. Requires two or more LightBARs.
 5. Acrylic lens panels and bird cone can not be ordered together.



Edison
 1000 Edison Boulevard
 Cleveland, OH 44122
 United States
 Edison.com

Edison's Cooper Lighting Business
 1121 Highway 91 South
 Peachtree City, GA 30090
 P: 770-486-6900
 www.cooperlighting.com

Specifications and dimensions subject to change without notice.

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on the roads, thoroughfares, and highways located within the corporate limits of the City.
(Code 2011, § 3-1-49)

Section 3-1-50. Existing speed limits and speed detection areas.

Any and all schedules of streets, roads, or public ways in which speed detection devices now in force in the city not inconsistent with this Article, including schedules adopted by resolution prior to the enactment of this Code, are declared valid and of full effect until amended or repealed by the City Council.
(Code 2011, § 3-1-50)

(EDITOR'S NOTE: This Article repeals that Speed Zone Ordinance, adopted August 6, 1973.)

CHAPTER 3-2

NOISE

Section 3-2-1. Legislative findings.

- (a) Excessive and disturbing sound is a serious hazard to the public health and welfare, safety, and the quality of life; and,
- (b) A substantial body of science and technology exists by which excessive and disturbing sound may be substantially abated; and,
- (c) The people have a right to and should be ensured an environment free from excessive and disturbing sound that may jeopardize their health, safety, or welfare or degrade the quality of life; and,
- (d) In order to ensure attractive residential and commercial areas, it is necessary that an audibly satisfying environment be maintained; and,
- (e) The City of Guyton ("City") is more likely to attract permanent residents and commercial enterprises if it improves and maintains appropriate noise quality and the residents will ultimately gain financial improvements and increases in their quality of life as a result of these regulations; and
- (f) There is a desire to address the adverse effects of excessive and disturbing sound and regulate and control noise within the corporate limits of the City; and
- (g) The City Council finds that the unregulated use of engine brake devices in the City jeopardizes the continued peaceable and quiet nature of the City, and the use of such devices without justification creates excessive noise harmful and otherwise detrimental to individuals and to the community in the enjoyment of life and in the conduct of business; and
- (h) The City wishes to regulate the use of engine brake devices in the City of Guyton, recognizing that the unjustified use of such devices creates sound excessive and disturbing to the City's residents, businesses, and visitors; and

(i) The City is authorized to regulate the operation of motor vehicles; to define a nuisance and provide for its abatement; and to provide for the general health, safety, and welfare by definition, regulation, and prohibition of any act, practice, conduct, or use of property detrimental to the health, welfare, and safety of the city's inhabitants (City Charter § 1.12 (b)(11), (15), and (21)).
(Code 2011, § 3-2-1; Ord. No. 06-09-01, intro., 10-10-2006; Amd. of 4-10-2007, intro.)

Section 3-2-2. Name.

This Chapter will be known and may be cited as the "City of Guyton Noise Control Ordinance."
(Code 2011, § 3-2-2; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-3. Purpose.

This Chapter is enacted to protect, preserve and promote the health, safety and welfare of the citizens of the City of Guyton through the control of noise. It is the intent of this Chapter to establish standards that will reduce excessive community noises, which are harmful and otherwise detrimental to individuals and to the community in the enjoyment of life and property and in the conduct of business.
(Code 2011, § 3-2-3; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-4. Definitions.

The following definitions shall apply in the interpretation and enforcement of this Chapter, unless otherwise specifically stated:

- (a) *Ambient sound level* means the noise associated with a given environment, exclusive of a particular noise being tested, being usually a composite of sounds from many sources near and far, exclusive of intruding noises from isolated identifiable sources.
- (b) *Construction* means any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or of public or private rights-of-way, structures, utilities or similar property.
- (c) *Demolition* means any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces, or similar property.
- (d) *Emergency* means any occurrence or set of circumstances involving actual or imminent physical or psychological trauma or property damage which demands immediate action.
- (e) *Emergency work* means any work performed for the purpose of alleviating or resolving an emergency.
- (f) *Impulsive sound* means sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Examples of sources of impulsive sound include explosions, drop forge impacts, and the discharge of firearms.
- (g) *Noise* means any sound which disturbs humans or which causes or tends to cause an

adverse psychological or physiological effect on humans.

(h) *Noise disturbance* means any sound which endangers or injures the welfare, safety or health of a human being, or disturbs a reasonable person of normal sensitivities, or devalues or injures personal or real property, or as hereinafter defined.

(i) *Noise sensitive activities* means activities which should be conducted under conditions of exceptional quiet including, but not limited to, operation of schools, libraries open to the public, churches, hospitals, and nursing homes.

(j) *Noise sensitive area* means any area designated for the purpose of ensuring exceptional quiet where noise sensitive activities take place, clearly posted as a "Noise Sensitive Area" because of the noise sensitive activities conducted therein.

(k) *Person* means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, operative, state agency, municipality or other political subdivisions of this state, any interstate body, or any other legal entity.

(l) *Public right-of-way* means any street, avenue, boulevard, highway, sidewalk, or lane or similar place which is owned or controlled by a governmental entity.

(m) *Public space* means any real property, including any structure thereon, which is owned or controlled by a governmental entity.

(n) *Real property boundary* means an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

(o) *Receiving land use* means the use or occupancy of the property which receives the transmission of sound as hereinafter defined.

(p) *Residential* means any property on which is located a building or structure used wholly or partially for living or sleeping purposes.

(q) *Sound* means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

(r) *Used or occupied*. Either word shall be deemed to include the words "intended, designed, or arranged to be used or occupied."
(Code 2011, § 3-2-4; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-5. Sound measurement standards for law enforcement personnel.

For the purposes of this Chapter, "plainly audible" shall mean any sound emanating from the specific sound-producing sources set forth below which can be heard from the distances set forth below, using the following sound measurement standards: Measurement shall be by the auditory senses of a person standing at a distance no less than the required minimum

distance from the source of the sound. For music and other noise, words and phrases need not be discernable. For music and other noise, bass reverberations are included.
(Code 2011, § 3-2-5; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-6. Prohibited conduct.

It shall be unlawful for any person to make, continue, or cause to be made or continued any excessive, unnecessary, or unusually loud noise or any other noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others, within the limits of the City.
(Code 2011, § 3-2-6; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-7. Specific prohibitions and restrictions.

The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of or restricted by this Chapter but such enumeration shall not be deemed to be exclusive, namely:

(a) Horns, signaling devices, etc. The sounding of any horn or signal device on any automobile, motorcycle, bus, or other vehicle, except as a danger signal, so as to create any unreasonable loud or harsh sound, or the sounding of such device for an unreasonable period of time, or the use of any siren upon any vehicle, other than police, fire or other emergency vehicle or equipment.

(b) Animals and birds. No person shall own, possess or harbor any animal or fowl which howls, barks, or emits audible sounds that are unreasonably loud or disturbing and which are of such character, intensity, and duration as to disturb the peace and quiet of the neighborhood. For the purposes of this Chapter, "barking dog" is defined as: a dog that barks, bays, cries, howls, or makes any other noise to create a nuisance to any person at any time of day or night regardless of whether the dog is physically situated in or upon private property.

(c) Loading and unloading. No person shall so load, unload, open, close or handle boxes, crates, containers, building materials, refuse, garbage cans, motor vehicles, or similar objects between the hours of 8:00 p.m. and 7:00 a.m. the following day as to create a noise disturbance across a residential real property boundary or within a noise-sensitive area.

(d) Vehicle or motorboat repairs and testing. No person shall repair, rebuild, modify or test any motor vehicle, motorcycle or motorboat in such a manner as to create a noise disturbance across a residential real property boundary or outdoors within a noise-sensitive area.

(e) Motor vehicle operations.

(1) Exhaust systems. No person shall operate or cause to be operated any motor vehicle unless the exhaust system of such vehicle is:

- a. Free from defects which affect sound reduction;
- b. Equipped with a muffler or other noise-dissipative device; and
- c. Not equipped with any cutout, bypass, or similar device.

(2) Engine brakes. No person shall operate or cause to be operated a motor vehicle and utilize an unmuffled engine brake or other similar engine compression retarding devices to slow or stop the vehicle, except in an emergency situation to avoid imminent danger to a person or to property.

a. An "engine brake" for purposes of this subsection is a device that retards the motion of a motor vehicle by using the compression of the motor vehicle's engine.

b. The City Superintendent, or his designee, is authorized to place signs along the roadways at the corporate limits of the City stating "Unmuffled Engine Braking Prohibited within City Limits," and citing this Chapter.

c. This subsection does not apply to emergency response vehicles operated by a governmental entity.

(f) Construction or repairing of buildings. The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 7:00 p.m., except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the city building official, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which permit may be renewed for periods of three (3) days or less while the emergency continues. If the building official should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest if such work were to be prohibited, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

(g) Schools, courts, churches, place of worship, hospitals. The creation of any excessive noise on any street adjacent to any school, institution of learning, church, place of worship, or court which the same are in use, or adjacent to any hospital which unreasonably interferes with the workings of such institution, or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such streets indicating that the same is a school, hospital or court street.

(h) Pile drivers, hammers, etc. The operation between the hours of 7:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.

(i) Radios, phonographs, etc. The using, operating, or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle, or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such set, instrument, phonograph, machine or device in such a manner as to be plainly audible at a distance of fifty (50) feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.

(j) Loudspeakers, amplifiers for advertising. The using, operating or permitting to be played, used, or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure.

(k) Sales by "hawking" or "barking." No person shall offer for sale or sell anything by shouting or outcry within any residential or business area unless authorized by the city. (Code 2011, § 3-2-7; Ord. No. 06-09-01, § 1, 10-10-2006; Ord. of 4-10-2007, § 1)

Section 3-2-8. Regulation of sound equipment and sound amplifying equipment.

(a) Except for activities for which a permit has been issued by the city under this section, no person shall so operate, play or permit the operation or playing of any radio, television, or phonograph, amplifier, or loudspeaker, or similar device so as to:

(1) Create a noise disturbance across a real property boundary or within a noise sensitive area. Provided, however, bars, taverns, lounges, night clubs, dance halls, game rooms and similar activities which produce a noise that is plainly audible beyond the premises shall be deemed a noise disturbance in violation of this Chapter;

(2) Create a noise which is plainly audible other than to the occupants, when such device is operated in or on a private motor vehicle on a public right-of-way or public space;

(3) Create a noise which is plainly audible to any person other than the operator of the device, when operated on a common carrier, or public right-of-way or public place or space.

(b) Sound equipment permitted. Except as hereafter provided, no person shall use, operate or cause to be used or operated any radio, record player, tape deck or player, loud speaker, amplifier, sound truck or other device for producing, reproducing, or amplifying sounds, hereinafter referred to as "sound equipment," upon the public streets or in any building or upon any premises, public or private, so as to produce a noise disturbance. Provided, however, the following activities where authorized by the city may use sound equipment which produces a sound not to exceed 90 db(A)'s when measured at a distance of fifty (50) feet from such equipment. Where the receiving land is residential such equipment may be used only from 9:00 a.m. to 11:00 p.m.

(1) Public health and safety purposes;

(2) Fairs, carnivals and similar activities;

(3) Parades, processions, excursions and associated festivities;

(4) Outdoor concerts and theatrical performances;

(5) Outdoor neighborhood functions such as lawn and pool parties, street dances and similar activities;

- (6) Civic and religious celebrations;
- (7) Recreational and athletic activities.
(Code 2011, § 3-2-8; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-9. Restrictions for areas within apartments, condominiums, townhouses, duplexes, or other such residential dwelling units.

- (a) Except for persons within commercial enterprises that have an adjoining property line or boundary with a residential dwelling unit, it is unlawful for any person to make, continue, or cause to be made or continued any noise in such a manner as to be plainly audible to any other person a distance of five (5) feet beyond the adjoining property line wall or boundary of any apartment, condominium, townhouse, duplex, or other such residential dwelling units with adjoining points of contact.
- (b) For the purposes of this subsection, "noise" shall mean human-produced sounds of yelling, shouting, hooting, whistling, singing, or mechanically-produced sounds made by radio-receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing, or amplifying of sound, or any combination thereof.
- (c) For the purposes of this subsection, "property line or boundary" shall mean an imaginary line drawn through the points of contact of (1) adjoining apartments, condominiums, townhouses, duplexes or other such residential dwelling units with adjoining points owned, rented, or leased by different persons; or (2) adjoining common areas or adjoining exterior walls. Said property line or boundary includes all points of a plane formed by projecting the property line or boundary including the ceiling, the floor, and the walls.
(Code 2011, § 3-2-9; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-10. Exclusions.

The prohibitions of this Chapter shall not apply to the following:

- (a) The emission of sound for the purpose of alerting persons to the existence of an emergency;
- (b) The emission of sound in the performance of emergency work;
- (c) Rail and air transportation and public mass transportation vehicles;
- (d) Church or clock carillons, bells, or chimes;
- (e) Emergency work or repair work by governmental entities and public initiative;
- (f) Noises and/or sounds caused to be made by manufacturing, governmental, construction or commercial entities in the normal course of their business;
- (g) Noises and/or sounds emanating from any official Effingham County School District event on Effingham County School District property;

(h) Noise from an exterior burglar alarm of any building, provided such burglar alarm shall terminate its operation within five (5) minutes of its activation if the sound is uninterrupted or ten (10) minutes if intermittent;

(i) Noise from any automobile alarm, provided such alarm shall terminate its operation within five (5) minutes of its activation if the sound is uninterrupted or ten (10) minutes if intermittent;

(j) The generation of sound in situations within the jurisdiction of the Federal Occupational Safety and Health Administration;

(k) Noises and/or sounds that are permitted by a "permit to exceed" as provided herein; provided, however, that the permit holder must comply with the terms, restrictions and conditions of the "permit to exceed";

(l) Noises or sounds made by law enforcement and other public safety officials performing their public functions.
(Code 2011, § 3-2-10; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-11. Time restrictions on use of landscape maintenance motorized devices such as leaf blowers, lawn mowers, or chain saws.

It is unlawful for any person to use or operate any noise-generating, motorized landscape maintenance devices, including but not limited to leaf blowers, lawn mowers, or chain saws, within any residential zoning district or in areas within three hundred (300) feet of any residential zoning district from 9:00 p.m. to 7:00 a.m.
(Code 2011, § 3-2-11; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-12. Permit to exceed.

(a) Generally. A person or persons shall be exempt from the provisions of section (f) ("Specific prohibitions") hereof, upon obtaining a "permit to exceed" from the city.

(b) Action by the police chief. The Police Chief of the City of Guyton or his/her designee ("police chief") shall act upon all applications for permits to exceed. In considering and acting upon such application, the police chief shall consider, but shall not be limited to, the following:

- (1) The nature of the requested activity;
- (2) The previous experience with the applicant;
- (3) The time of the event;
- (4) Other activities in the vicinity of the proposed location;
- (5) The effect of the activity on any adjacent residential property.

(c) Application and permit fee. An application for a permit to exceed must be submitted to the city at least forty-eight (48) hours prior to the event for which such permit is needed.

A fee in the amount of Twenty-Five Dollars (\$25.00) must be paid at the time the application is submitted.

(d) Security deposit. A deposit in the amount of One Hundred Dollars (\$100.00) must be paid at the time an application for a permit to exceed is submitted. The purpose of this deposit is to secure the performance of the party requesting the permit to exceed. Upon the satisfaction of all of the conditions of the permit to exceed, such deposit shall be immediately refunded to the applicant.

(e) Conditions of permits. A permit to exceed shall specify the date, time period and location to which it applies. The permit shall also prescribe the conditions necessary to minimize the adverse effects the event may have upon the community or surrounding neighborhoods. The police chief may require, but shall not be limited to, the following conditions:

(1) No sound speakers shall be set up more than ten (10) feet off the ground.

(2) That permit holders change the arrangement of the amplifying equipment or sound instruments upon the request of the city police department so as to minimize the disturbance to others resulting from the position or orientation of the amplifying equipment;

(3) Adequate provisions to insure the proper cleanup of any litter resulting from the event for which the permit to exceed was obtained;

(4) If over fifty (50) people attend the event for which the permit to exceed was obtained, adequate private security shall be provided for the purpose of crowd and traffic control. The adequacy of such private security shall be determined by the city police department.

(f) Limit on permits. Permits to exceed shall be subject to the following limitations:

(1) Permits will only be granted for temporary purposes not to exceed eight (8) continuous hours in any one (1) time period;

(2) No more than two (2) permits shall be allowed per address (person or group of persons) during any six-month period. January 1 through June 30 shall constitute one six-month period. July 1 through December 31 shall constitute the second six-month period.

(3) No permit shall be granted for the time period between 1:00 a.m. and 9:00 a.m.

(g) Cooperation. Permit holder(s) shall agree to cooperate with the city police department in enforcing this Chapter by having the signer(s) of the permit available at the site of the event during the entire time period for which a permit has been issued and capable of assisting the police in enforcing the Noise Ordinance.

(h) Enforcement. The permit to exceed shall be revoked and the security deposit forfeited if:

(1) The signer(s) of the permit fails to be present during the entire time period for which the permit has been issued;

- (2) The signer(s) of the permit fails to assist the police in enforcing this Chapter; or
- (3) The signer(s) of the permit fails to comply with any of the conditions of the permit to exceed.
 - (i) Effect of permit revocation. Once the permit to exceed has been revoked, the person or group of persons that obtained the permit shall no longer be exempt from the provisions of Section 3-2-5.
 - (j) Limitation on Section 3-2-5. The provisions of this section apply only when a person or group of persons has obtained a permit to exceed, and only on the date and during the time period set forth in such permit. The provisions of Section 3-2-5 apply at all other times. (Code 2011, § 3-2-12; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-13. Enforcement; penalties.

The City may prosecute violations of this Chapter by issuance of a city ordinance citation, and any person violating any of the provisions of this Chapter shall upon conviction be guilty of a misdemeanor and shall be punished by a fine of no less than Fifty Dollars (\$50.00) or imprisoned for not less than ten (10) days. Each and every day a violation continues shall be deemed a separate offense. In addition to issuing a fine as provided herein, or in lieu thereof, the Judge of the Municipal Court of City of Guyton may issue an order requiring immediate abatement of any sound source alleged to be in violation of this Chapter. (Code 2011, § 3-2-13; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-14. Variances.

- (a) Variance permit. A variance permit to cause or create a noise at sound levels which would otherwise be in violation of this division may be granted by the city commissioners upon recommendation by the chief of police if:
 - (1) Additional time is necessary for the applicant to alter or modify the activity in order to comply with the provisions of this division; or
 - (2) The activity, operation or noise source will be of a temporary duration and cannot be done in a manner that would comply with the provisions of this division; and
 - (3) No reasonable alternative is available to the applicant.
- (b) Conditions. Any permit granted pursuant to this section shall contain therein all conditions placed upon the holder of the permit as conditions to the permit being granted, including but not limited to the effective date, time of day, location, sound level limit or equipment limitation. Application for such a permit shall be made in writing in such form as is acceptable to the city through the city manager's office: (Code 2011, § 3-2-14; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-15. Administration, appeals and penalties.

- (a) The Police Chief of Guyton, Georgia or his or her designee ("police chief") shall implement, administer and enforce the provisions of this division and shall issue orders

requiring the abatement of all violations and the revocation of permits issued.

(b) Any person aggrieved by a decision or order rendered by the police chief after exhausting all administrative remedies, which are limited to an appeal to the City Council, shall have the right to appeal to the Municipal Court of the City.

(c) Any person in violation of this Chapter, upon conviction, shall be guilty of a misdemeanor and shall be subject to such penalties as are permitted by the Charter or general law. Each and every day a violation continues shall be deemed a separate offense. (Code 2011, § 3-2-15; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-16. Severability clause.

A determination of the invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, subsection or part of this Chapter shall not affect the validity of the remaining parts of this Chapter. (Code 2011, § 3-2-16; Ord. No. 06-09-01, § 1, 10-10-2006)

Section 3-2-17. Repeal.

The existing ordinances covering the same matters as embraced in this Chapter are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Chapter are hereby repealed, including an Ordinance entitled "An Ordinance to Govern Loud, Persistent and Confused Noise Caused by Operating And/Or Playing a Juke Box, Music Machine or Other Amplifying Devices in the City Limits of Guyton, GA," dated July 3, 1978. (Code 2011, § 3-2-17; Ord. No. 06-09-01, § 2, 10-10-2006)

CHAPTER 3-3

JUNKED AND ABANDONED VEHICLES*

*State law references: Abandoned automobiles as solid waste, O.C.G.A. § 12-8-22(11); authority to provide by ordinance for removal and disposal of junked vehicles, O.C.G.A. § 36-60-4; when police officers may remove vehicles, O.C.G.A. § 40-6-206; abandoned motor vehicles, O.C.G.A. § 40-11-1 et seq.; removal of improperly parked cars, O.C.G.A. § 44-1-13.

Section 3-3-1. Preamble.

(a) WHEREAS, the City of Guyton ("City") has among its corporate powers the power to "define a nuisance and provide for its abatement whether on public or private property;" Charter of the City of Guyton, Georgia, Section 1.13(21); and

(b) WHEREAS, the City also has among its corporate powers the power "to exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants; to exercise all implied powers necessary to carry into execution all powers granted in this charter as fully and completely as if such powers were fully stated herein; and to exercise all powers now or in the future authorized to be exercised by other municipal governments under other laws of the State of Georgia."