

## City of Guyton, Georgia City Council

# Public Hearing and Regular Meeting April 8, 2025 at 7:00 P.M.

## Guyton City Hall 310 Central Boulevard Guyton, GA 31312

### **AGENDA**

- 1. Call to Order
- 2. Invocation and Pledge of Allegiance
- 3. Consideration to Approve the Agenda
- 4. Consideration to Approve the Minutes
  - © 3/11/25 Regular Meeting
- 5. Reports from Staff and Committees

•	Police Department	Kelphie Lundy
	Fire Department	Clint Hodges
	Public Works/Water/Sewer	EOM

Planning and Zoning
Industrial Development
Historical Commission
Leisure Services
Lon Harden
Lucy Powell
Lucy Powell
Lucy Seabrooks

Library Board
Jim Odum

O Downtown Development Miller Bargeron, Jr.

#### 6. General Government

- Discuss FY-26 Budget Calendar
- Discuss Revision of city employee handbook

#### 7. New Business

- Second reading for consideration to approve Ordinance 2025-02, regarding rezoning of Parcel IDs G1-32, G1-30B & G1-33 From C-2 to C-1, Parkers Kitchen
- © Consideration to approve the Intergovernmental Agreement To Conduct Municipal Elections

- Second reading for consideration to approve Ordinance 2025-04, the City of Guyton Municode Ordinance
- © Consideration to approve the SB Homes LLC Water Agreement
- © Consideration to approve the reduced rate of \$16.00 for trash service
- © Consideration to approve the reduced rate of \$5:00 for each additional can
- © Consideration to approve quote for the replacement of Guyton Park playground equipment

#### 8. Public Participation

- Lola DeWitt, Live Oak Public Libraries Story Walk
- Hunter Lyon, City of Guyton Code Enforcement Presentation

#### 9. Dates to Remember

- Wednesday, April 9, 2025, City of Guyton Budget Retreat at 8:00 A.M. Honey Ridge Agricenter, 477 Honey Ridge Rd, Guyton, GA. 31312
- Thursday April 10, 2025, Bingo at 11:00 A.M. Leisure Services Room, 505 Magnolia Street, Guyton, GA. 31312
- Wednesday, April 16, 2025, Downtown Development Authority Meeting at 10:00 AM.---- Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
- Saturday, April 19, 2025, Sale On The Trail and Earth Day Festival from 8:00 AM until 2:00 PM----Guyton Walking Trail
- Tuesday, May 13, 2025, Guyton City Council Meeting at 7:00 P.M. --- Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312

#### 10. Consideration to Adjourn



## **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 Manager
Bill Lindsey
City Clerk
Moses Walker

## City of Guyton Regular Meeting March 11, 2025 — 7:00 PM

#### MINUTES OF MEETING

Call to Order — The City of Guyton Council held a City Council Meeting on March 11, 2025, 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. Councilmember Theodore Hamby was absent from this meeting.

**Additional Administrative Staff Present** —City Clerk Moses Walker and City Attorney Ben Perkins were present

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

**Invocation** — The invocation was led by **Johnson**.

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

Consideration to Approve the Agenda — An amendment was made to the agenda by Harville to move the discussion regarding the contract amendment and resolution with Waste Pro under New Business. Johnson made a motion to move discussion topic to new business. Chancey seconded the motion. Planning and Zoning Meeting was removed from Dates to remember. Motion passed unanimously.

Consideration to Approve the minutes ----- **Johnson** made a motion to approve the minutes. **Chancey** second the motion. **Motion passed unanimously**.

#### **Reports from Staff or Committees**

(	Police Department	Kelphie Lundy
	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 Bargeron, Jr.



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#### **New Business**

A. Consideration to approve addition of City Manager Bill Lindsey as a signer for City Bank Accounts. **Chancey** made a motion to approve the addition. **Lee** seconded the motion. **Motion passed unanimously.** 

B. First reading for consideration to approve Ordinance 2025-02, regarding rezoning of Parcel ISs G1-32, G1-30B &G1-33 from C-2 to C-1, Parkers Kitchen. **Johnson** made a motion to approve the ordinance. **Lee** seconded the motion. Motion passed unanimously.

C. Consideration to approve opening a new account for cash bonds received. **Johnson** made a motion to approve opening a new account for cash bonds received. **Chancey** seconded the motion. **Motion passed unanimously**.

D. Consideration to approve Resolution 2025-03, a resolution of the City of Guyton, Georgia to enter into an agreement amending it's contract with Waste Pro of South Carolina, Inc. for solid waste services. **Johnson** made a motion to approve Resolution 2025-03. **Lee** seconded the motion. Motion passed unanimously.

Consideration to Adjourn ------Johnson made a motion to adjourn. Chancey seconded the motion. Motion passed unanimously.

#### **Dates to Remember**

- Thursday, March 13<sup>th</sup> and 27<sup>th</sup>, Bingo at Leisure Services Room, 11:00 AM 12:00 PM, Leisure Services Room, 505 Magnolia Street, Guyton GA 31312
- Wednesday, March 19, 2025, Downtown Development Authority Meeting at 10:00 A.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
- Tuesday, April 8, 2025, Guyton City Council Meeting at 7:00 P.M. ----- Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312



# **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 Manager
Bill Lindsey
City Clerk
Moses Walker

	City of Guyton
	Andy Harville, Mayor
Attest:	
Moses Walker, City Clerk	

#### CITY OF GUYTON STATE OF GEORGIA

#### **ORDINANCE NO. 2025-04**

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF GUYTON, GEORGIA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

**WHEREAS**, the Mayor and Council have authority to amend the City's ordinances from time to time and where necessary; and

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA, IN A CALLED MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:

**Section 1.** The Code entitled "The Code of the City of Guyton, Georgia," published by CivicPlus, LLC, consisting of chapters 1 through 36, each inclusive, is adopted.

**Section 2.** All ordinances of a general and permanent nature enacted on or before August 15, 2023, and not included in the Code or recognized and continued in force by reference therein, are repealed.

**Section 3.** The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

**Section 4.** Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding \$1,000.00 and by imprisonment in the city or county jail for 180 days or both such fine and imprisonment, or alternative sentencing, as now or hereafter provided by law. Except as otherwise provided by law or ordinance: (i) With respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense; and (ii) With respect to violations that are not continuous with respect to time, each act constitutes a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the

penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

**Section 5.** Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

**Section 6.** Ordinances adopted after August 15, 2023, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

**Section 7.** This ordinance shall become effective immediately upon its adoption by the City Council.

Approved this the day of	
CITY OF GUYTON	
ANDY HARVILLE, Mayor	_
ATTEST:	
MOSES WALKER. City Clerk	

## INTERGOVERNMENTAL AGREEMENT TO CONDUCT MUNICIPAL ELECTIONS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between the Board of Commissioners of Effingham County, Georgia (the "County"), a political subdivision of the State of Georgia, Effingham County Board of Elections and Registration (the "Elections Board"), and the City of Guyton, Georgia (the "City"), a municipal corporation lying wholly within the County.

WHEREAS, the parties to this Agreement are all governmental units; and

WHEREAS, the County, the City, and the Elections Board desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct its municipal election to occur on November 4, 2025; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a City may by ordinance authorize a county to conduct such election(s), and the effectiveness of this Agreement is contingent on the City adopting such an ordinance; and

WHEREAS, H.B. 705 in the 2007 session of the Georgia General Assembly created the Effingham County Board of Elections and Registration; and

WHEREAS, the Elections Board has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, pursuant to H.B. 705, Section 10, the Elections Board has the authority to contract with a City to conduct municipal elections and therefore, the Elections Board is a necessary party to this Agreement; and

WHEREAS, the Elections Board has discussed and agreed to recommend to the County that it enter into an Agreement with the City for providing the services of the Elections Board to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia; and

**NOW THEREFORE,** in consideration of the following mutual obligations, the County, Elections Board, and City agree as follows:

1.

The City hereby stipulates, covenants, and agrees for the Elections Board to conduct the municipal election to occur in November 4, 2025, and Elections Board agrees to the same.

2

The City hereby stipulates, covenants, and agrees that the Election Board shall have complete control over the municipal election contemplated in Section 1, except as otherwise stated in this Agreement.

3.

The City stipulates, covenants, and agrees to furnish to Elections Board, in a timely manner, any and all documents necessary for Elections Board to conduct said election including but not limited to positions subject to election and candidates for those positions.

4.

The Elections Board shall review and update, with the assistance of City, if requested, the voter lists in order to have a current and certified list prior to any election.

5.

The City shall provide the facilities necessary to conduct said election in a reasonably, orderly fashion, and as may be requested by Elections Board.

6.

The City shall be responsible for a portion of expenses incurred in conducting its municipal election in conjunction with a County Election on the terms and conditions set forth herein, including, but not necessarily limited to the following:

- a) Newspaper advertisements and notices;
- b) Early/ Advanced voting Poll worker salaries and training;
- c) Election Day Poll worker salaries, training and Manager Pickup;

- d) Postage
- e) Equipment Delivery/Pickup;
- f) Ballots;
- g) Logic and Accuracy Testing;
- h) Equipment Repair;
- i) Polling Location rentals;
- j) All necessary supplies;

The City shall pay the County \$817 as payment for completion of the tasks assigned to the Elections Board as enumerated herein;

The City shall also pay the County \$1060 for the services of the Election staff full-time personnel or their successors as compensation for the services provided and in lieu of overtime worked. The County will make payment to each full-time employee 30 days after the conclusion of the election, in the amount of

Director of Elections - Laura Bassett - \$318 Assistant Director - Krystle McDonald - \$286 Deputy Registrar - Dezita Thompson - \$244 Poll Worker Coordinator - Kris Wampler - \$212

The County shall provide the City with an invoice at the conclusion of the election and the City shall pay said invoice in full within thirty (30) days.

7.

The City shall be responsible for the all the expenses incurred in conducting its runoff municipal election in December 2025, should it be necessary, on the terms and conditions set forth herein, including, but not necessarily limited to the following:

- a) Newspaper advertisements and notices;
- b) Early/ Advanced voting Poll worker salaries and training;
- c) Election Day Poll worker salaries, training and Manager Pickup;
- d) Postage
- e) Equipment Delivery/Pickup;
- f) Ballots;
- g) Logic and Accuracy Testing;
- h) Equipment Repair;

- i) Polling Location rentals;
- j) All necessary supplies;

The City shall pay the County \$6,127 as payment for completion of the tasks assigned to the Elections Board as enumerated herein;

The City shall also pay the County \$1060 for the services of the Election staff full-time personnel or their successors as compensation for the services provided and in lieu of overtime worked. The County will make payment to each full-time employee 30 days after the conclusion of the election, in the amount of

Director of Elections - Laura Bassett - \$318 Assistant Director - Krystle McDonald - \$286 Deputy Registrar - Dezita Thompson - \$244 Poll Worker Coordinator - Kris Wampler - \$212

The County shall provide the City with an invoice at the conclusion of the election and the City shall pay said invoice in full within thirty (30) days.

8.

The County Director of Elections & Registration shall be responsible for providing services in certifying results to the Secretary of State's office.

9.

The Election Board's election personnel, as necessary and appropriate as determined by the County Director of Elections and Registration, shall be sworn in as election superintendents for the City and shall conduct all aspects of the election except for filing notices of candidacy and affidavits and any other ethics filings, which will be handled by the City Clerk acting as election superintendent for qualifying. All elections will be conducted using whichever method the Board deems appropriate based on each election. Early voting (both in-person and by mail) for all elections shall take place at the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia. Further, the City shall not accept any absentee ballots or absentee ballot applications from any voters. The City shall direct any voter with an absentee ballot or who desires to obtain an absentee ballot to the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia.

10.

10.1 The City shall be solely responsible for any liability resulting from any claims or litigation

arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and the County Director Elections and Registration in connection with any municipal election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

10.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested municipal election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and the County Director of Elections and Registration in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, the City shall be responsible for all costs and expenses of the second election.

10.3 To the extent allowed by law, the City agrees to defend and hold harmless the County and Elections Board with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

10.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

10.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

10.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

10.7 In the event that a city law, ordinance, or code pertaining to the administration of the election directly contradicts or makes more/less strict a portion of the State of Georgia's Election Code (O.C.G.A. Title 21), then the County shall only be responsible for enforcing the

requirements set forth in O.C.G.A. Title 21.

11.

- 11.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.
- 11.2 All Elections Board personnel assigned under this Agreement are and will continue to be part of the Effingham County Department of Elections and Registration and under the supervision of the Director.
- 11.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

12.

This Agreement shall be effective upon the City's adoption of an ordinance authorizing the Elections Board to conduct the City's municipal elections to occur during the 2025 elections cycle. If a City fails to adopt such an ordinance within a time frame that would reasonably allow the Elections Board to conduct the City's election to occur in November 2025, this Agreement shall be null and void and have no force and effect to that City. If a City successfully adopts such an ordinance within a time frame that would reasonably allow the Elections Board to conduct the City's election to occur in November 2025, this Agreement shall expire upon the final certification of the election to be conducted under this Agreement.

13.

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Notices to the Elections Board shall be sent to the following address:

Effingham County Board of Elections and Registration Attn: Director of Elections and Registration 284 GA Highway 119 S Springfield, GA 31329

Notices to the County shall be sent to the following address:

Board of Commissioners of Effingham County Attn: County Manager

804 S. Laurel St. Springfield, GA 31329

Notices to the City shall be sent to the following address:

City of Guyton Attn: City Manager 310 Central Blvd. Guyton, GA 31312

14.

The City hereby stipulates, covenants, and agrees to be responsible for obtaining any clearance for the Justice Department which may be needed prior to any elections being conducted by Elections Board, and City further hereby stipulates, covenants, and agrees to be responsible for compliance with the rules or regulations of any other governmental agency which may be applicable as a result of this Agreement.

15.

The County, Elections Board, and City shall not assign any of the obligations or benefits of this Agreement.

16.

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City, the County, or the Elections Board. All parties must sign any subsequent changes in the Agreement.

17.

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Effingham County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or

construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

18.

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

19.

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

20.

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

21.

Further, the Effingham County Board of Elections and Registration has reviewed and approved this Agreement and has authorized its Chairman and its Director of Elections and Registration to execute any ancillary documents required to conduct the municipal election.

22.

This Agreement shall expire upon the final certification of the 2025 municipal election to be conducted under this Agreement.

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.

#### BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By:	
	Damon Rahn, Chairman

Attest:
Attest: Stephanie Johnson, County Clerk
Date:
IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and
year stated below.
EFEINCHAM COUNTY DOADD OF ELECTIONS AND DECICEDATION
EFFINGHAM COUNTY BOARD OF ELECTIONS AND REGISTRATION
By: Thomas G. Allen, Chairman
Homas G. Anen, Chamman
By:  Laura Bassett, Director of Elections & Registration
Laura Bassett, Director of Elections & Registration
Attest:
Attest: Krystle McDonald, Assistant Director of Elections & Registration
Date:
IN WITNIEGG WHEDEOF All and a late of the
IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.
your stated below.
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	CITY OF	-	
Ву:			
·	, Mayor		
Attest:	CL-1		_
	, Clerk		
D .			
Date:			
Appro	ved as to form:		
. City	Attornev		

State of Georgia )
)
County of Effingham )
WATER SERVICE AGREEMENT
This Water Service Agreement (the "Agreement") is made and entered into this day of
, 2025, by and between SB Homes LLC (hereinafter referred to as "Developer"), a limited
liability company existing and organized under the laws of the State of Georgia having its principal place
of business at 2929 Wyatt Place, Louisville, Georgia 30434 and the CITY OF GUYTON, GEORGIA
(hereinafter referred to as the "the City"), a municipal corporation having a principal place of business at
310 Central Blvd, Guyton, Georgia 31312.
RECITALS:
WHEREAS, the Developer is the owner and developer of real property consisting of
approximately acres (County tax map, parcel) located at Old Louisville Road,
unincorporated Effingham County, Georgia (hereinafter the "Property"); and
WHEREAS, the Property is located within the City's corporate boundaries, and is located within
the City's water service delivery area; and
WHEREAS, Developer plans to construct a residential development on the property, consisting of
approximately 60 residential or equivalent residential units (the "Development"); and
WHEREAS, the Developer desires that the City serve the Property with potable water services;
and
WHEREAS, in order to serve the Property with potable water services, the City's existing water
systems will require certain additions, extensions, improvements, and/or modifications by the Developer

WHEREAS, in order to serve the Property with potable water services, the City's existing water systems will require certain additions, extensions, improvements, and/or modifications by the Developer (all additions, extensions, improvements, modifications and all related infrastructure and equipment contemplated herein are collectively referred to as the "Systems", and all work related to the design, installation and construction of the Systems is collectively referred to as the "Project"); and

WHEREAS, Developer desires certain commitments from the City in regard to the Systems; and

**WHEREAS**, the City finds that the provision of potable water services to the Property is consistent with and in furtherance of the goals and purposes of the City, and is in the public interest;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein made, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

#### **SECTION 1. Obligations and additional recitals of the Parties.**

The recitals listed above are hereby incorporated by reference.

#### 1.1 General

Developer shall be responsible for ensuring the Project and Systems conform to City standards, specifications, and regulations. To connect the City's water system to the Property, Developer must bore under Old Louisville Road. Developer agrees that to enable the City to serve future customers, Developer shall install a T Valve Plug in the water line on the west side of Old Louisville Road to the satisfaction of the City's Engineer.

#### 1.2 Project Engineer

Developer shall retain a competent professional engineer registered in the State of Georgia ("the Project Engineer") to prepare the engineering design for the Systems.

#### 1.3 City's Engineer

The City shall retain a competent professional engineer registered in the State of Georgia ("the City's Engineer") to perform the reviews and inspections described in this Agreement. The City's Engineer shall not be an employee, partner or co-worker of the Project Engineer, nor shall he or she hold a financial interest in the firm at which the Project Engineer is employed.

#### 1.4 Costs

All design, construction, material, engineering, inspection, and testing costs, and all other costs of any kind incurred in connection with the design and construction of the Systems, and all costs incurred in complying with the provisions of this Agreement shall be borne by the Developer, including the cost of all work to be performed by the City's Engineer as set forth in this Agreement, provided however, that the

Developer reserves the right to object to charges or rates for work performed by the City's Engineer that are not commensurate with the industry standard in the Effingham and Bulloch County region.

#### 1.5 Pre-construction Phase

Prior to commencement of construction of the Systems:

The City's Engineer shall review the plat(s), plans, and any other documents reasonably deemed necessary by the City's Engineer to confirm that the Systems as designed will meet the City's specifications, regulations, and standards. Documents to be provided to the City's Engineer shall include water extension approval letters from the Georgia Department of Natural Resources Environmental Protection Division. The Project Engineer shall cooperate with the City's Engineer to include providing all documents reasonably requested by the City's Engineer. Developer shall reimburse the City for the cost of the City's Engineer's review of the plat(s), plans and other documents. If construction of the Systems commences before the City's Engineer has issued written confirmation that the Systems as designed will meet the City's specifications, regulations, and standards, the City's obligations under this Agreement shall terminate and Developer's rights under this Agreement shall be forfeited.

#### 1.6 Construction Phase

Developer shall be responsible for providing resident inspection by the Project Engineer during construction of the Systems.

If the location, design or installation of the Systems materially deviates from the items noted on the recordable plat(s) the Developer provided to the City prior to commencement of construction, the Developer shall immediately notify the City's Engineer of the material deviation and shall submit a revised plat(s) to the City's Engineer which reflects the material deviation. Construction of any material deviation shall not proceed until the City's Engineer has issued written confirmation that design of the Systems as modified will meet the City's specifications, regulations, and standards. Developer shall reimburse the City for the cost of the City's Engineer's review of the revised plat(s) described in this paragraph.

#### 1.7 Upon completion of construction

After construction of the Systems is complete, Developer shall provide to the City a statement from the Project Engineer certifying that the materials and workmanship of the Systems constructed, including without limitation pipes, bedding, thrust blocks, valves, fire hydrants, manholes and other related materials and work has been constructed in accordance with the plans that were approved by the City's Engineer during the Pre-Construction Phase (or, if applicable, approved by the City's Engineer during the Construction Phase). Upon request of the City or City's Engineer, Final Project Approval shall be contingent upon the Project Engineer's substantiation by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and any other tests reasonably required by the City or City's Engineer if and when these are requested.

Further, after construction of the Systems is complete, Developer shall provide to the City recordable plat(s) in recordable form in a format agreeable to the City showing the location of all Systems within the public easements and/or rights-of-way owned or to be owned by the City. Developer shall provide separate recordable plats for each Phase. Should the Developer fail to provide the plat(s), the City shall not authorize a water meter to any property to be served by the Systems, nor will the City accept dedication of the Systems.

#### 1.8 Dedication for acceptance by the City.

Upon:

- (a) Developer's completion of construction of the Systems and all related facilities;
- (b) Developer's payment of all fees related to the City's Engineer's review and inspections, as well as all other applicable fees;
- (c) Developer's provision of the bond/security referenced in Sec. 2 of this Agreement;
- (d) Developer's provision of "as built" drawings per City specifications;
- (e) if any portion of the Systems to be dedicated to the City are located in property or rights-of-way not owned by the City, Developer's provision to the City of easements adequate to enable the City to operate and maintain the Systems in perpetuity;

- (f) if any portion of the Systems are located in property or rights of way owned by a government entity other than the City, Developer's provision to the City of written confirmation approved and executed by the governing body of that government entity that the City shall be the owner of the Systems if the City accepts dedication thereof;
- (g) Developer's submission to the City of a written request that it accept dedication of the Systems; and
- (h) the Projects Engineer's certification:
  - that the Systems have been constructed in accordance with the plans(s) that were approved by the City's Engineer during the Pre-Construction Phase (or, if applicable, during the Construction Phase);
  - ii). that the Systems are adequately designed, and conform to the City's standards,specifications, and regulations;
  - iii). that all documents Developer or the Project Engineer were required to submit under this Agreement have been submitted; and
  - iv.) that the easements are adequate to enable the City to operate and maintain all portions of the Systems to be dedicated to the City,

the Mayor and Council shall, subject to approval of the City Staff and City's Engineer, vote to enter into a Utility Systems Dedication Agreement with the Developer to accept title to, and assume responsibility for maintenance and operation of, those portions of the Systems that are located within public easements and rights-of-way. The City will only accept dedication of those portions of the Systems that are located within public easements and rights-of way for which the City has an express, recorded right of access and maintenance, which acceptance shall include all rights, title and interest that the Developer has in the Systems serving the Property and also all easements and/or rights-of-way required for the purpose of operation and maintenance thereof. Nothing in this Agreement shall prohibit the City from accepting dedication of the Systems in phases.

#### **SECTION 2. Bond/Security.**

For all of the Systems that Developer seeks to dedicate to the City, it shall provide a bond. The bond shall be available for a one year period from the date on which the City Council votes to accept title to the Systems. In the event any portion(s) of the Systems accepted by the City fail or malfunction in any way within one year of the City's acceptance of dedication of the same, the City shall have the right to reimbursement of all costs to repair the same through the bond if the failure or malfunction is attributable to the action(s) or inaction(s) of the Developer or its agents, employees, contractors, or subcontractors.

#### **SECTION 3. Term.**

The City shall have no further obligations under this Agreement, and Developer shall forfeit all of its rights under this Agreement if:

- (a) construction of the Systems has not begun within one year of execution of this Agreement;
- (b) there is a one (1) year period in which no construction of the Systems occurs; or
- (c) Developer defaults on its obligations under this Agreement and fails to cure the same within thirty calendar days after written notice thereof.

#### **SECTION 4. Fees.**

As development proceeds under the terms of this Agreement, and at the time of issuance of each meter, and as a condition precedent to issuance of the same, Developer shall be charged and shall pay:

- (a) a Water Impact/Capital Cost Recovery Fee paid for each residential unit or equivalent residential unit, that connects to City water services based on those fees in effect at the time of water connection (currently \$3,300.00);
- (b) a water meter installation fee paid for each residential unit or equivalent residential unit based on those fees in effect at the time of the water connection (currently \$650.00); and
- (c) an administrative fee paid for each water connection based on those fees in effect at the time of the water connection (currently \$100). This fee shall be paid for each water application Developer submits to the City.

A monthly water user fee will then apply according to usage and current rates. No water meter will be issued or installed until all applicable fees are paid.

#### **SECTION 6.** [Reserved]

#### **SECTION 7.** Compliance with Laws.

Developer shall comply with all existing and future City requirements relating to the connection to and use of the City's water systems. Subject to the provisions of Section 4 of this Agreement, all provisions of law now or hereafter in effect relating to water service by the City of Guyton shall be applicable to this Agreement.

#### **SECTION 8.** Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

#### **SECTION 9. Entire Agreement.**

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

#### **SECTION 10. Modification of Agreement.**

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by the Parties to this Agreement.

#### **SECTION 11.** No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**SECTION 12. Effect of Partial Invalidity.** 

If any one or more of the provisions contained herein is held by any court of competent jurisdiction

to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or

unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such

invalid, illegal or unenforceable provision had never been contained herein unless the intent of this

Agreement cannot be carried out in the absence of such provision. In this regard, the provisions of Section

6, titled "No right to reimbursement" is a material provision for which the intent of this Agreement cannot

be carried out in its absence.

**SECTION 13. Paragraph Headings.** 

The headings and subheadings within this Agreement are solely for the convenience of the parties

and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

**SECTION 14. Notices.** 

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed

sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the CITY: City of Guyton

c/o City Manager 310 Central Blvd, Guyton, GA 31312

If to DEVELOPER: SB Homes, LLC

2929 Wyatt Place Louisville, GA 30434

**SECTION 15. Indemnity** 

Developer acknowledges and agrees that the work it performs under this Agreement is performed

by it and those it retains for its sole benefit. Developer therefore covenants not to sue and agrees to hold

the City harmless for any claims and damages allegedly incurred as a result of the work contemplated

hereunder, including without limitation work associated with the tie-in to existing City water systems.

Developer further covenants and agrees that the City shall not be liable to Developer for any damages,

Page 8 of 11

whether general, special, or consequential, and whether for economic losses, diminution in value, or in any other form.

#### **SECTION 15. Assignment.**

This Agreement may not be assigned or transferred in whole or in part by the Developer without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Failure to obtain the City's prior approval of any assignment of this Agreement shall terminate the City's obligations and shall forfeit the Developer's rights hereunder. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

#### **SECTION 16. Construction of Agreement.**

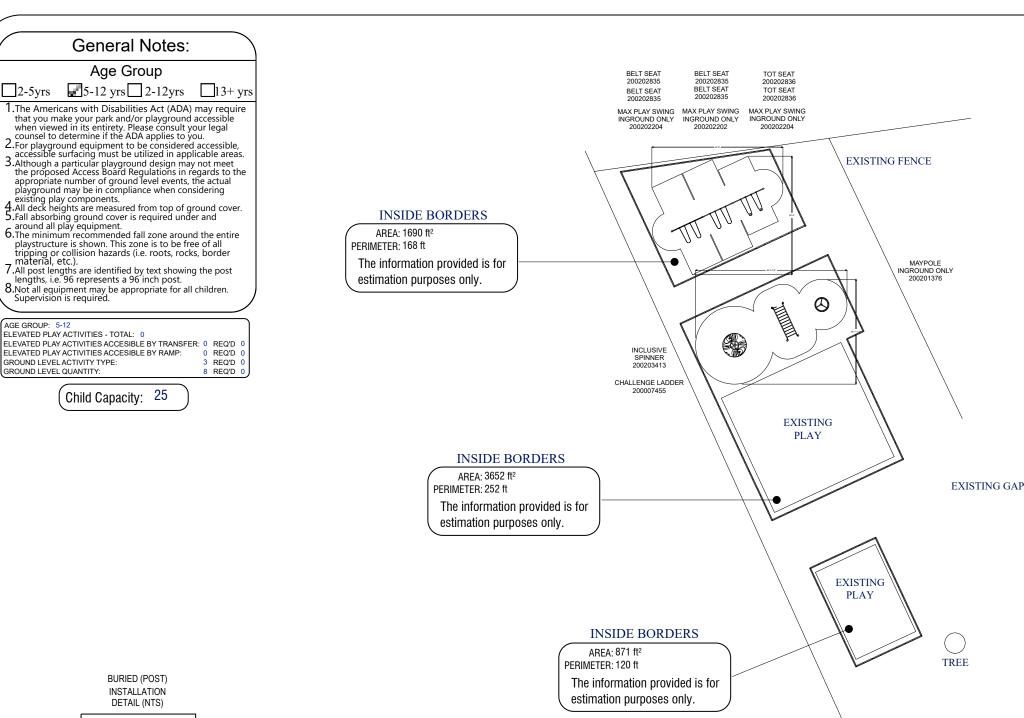
The Parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement therefore shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

[Signatures on the Following Page]

IN WITNESS WHEREOF the Develope	er has executed these presents under seal, and the City has
caused these presents to be executed by its	proper officer under seal, affixed, this day or
, 2025.	
	THE CITY OF GUYTON
	BY:
	Hon. Andy Harville Mayor, City of Guyton
Sworn to and subscribed before me this	
day of, 2025.	
NOTARY PUBLIC	_
ATTEST:	
Moses Walker,	
City Clerk, City of Guyton	
Agreement approved as to form by City Attorne	y:
Benjamin M. Perkins	
City Attorney, City of Guyton	

	DEVELOPER:
	SB Homes, LLC, a Georgia limited liability company
	BY:
	Its:
Sworn to and subscribed before me this	
day of, 2025.	

NOTARY PUBLIC





REFER TO INSTALLATION

MANUAL FOR COMPLETE FOOTING DETAILS

RESILIENT

SURFACE

AGE GROUP: 5-12

POURED

CONCRETE

ASTM F1487 - Playground Equipment for Public Use.

CPSC Handbook for Public Playground Safety

This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure

EXISTING FENCE



Project: The City of Guyton Guyton, GA LTCPS rep: Alex Klebansky Playworx Playsets, LLC 404-427-5270

Ground Space: 53'-0" x 57'-0" Protective Area: 65'-6" x 76'-0"

Drawn by: Rich McCarver

Date: 3/31/2025

DWG Name: R0321\_45746507479

LTCPS - Farmington 878 East Highway 60 Monett, Missouri 65708 Voice: 1-800-325-8828 Fax: 417-354-2273







Playgrounds Fun & Easy!

Playworx Playsets, LLC 8014 Cumming Hwy Suite 403 #313 Canton GA 30115 Alex Klebansky (847) 826-2953 Alex@playworx.com

The City of Guyton Guyton, GA

03/31/2025







Playgrounds Fun & Easy!

Playworx Playsets, LLC 8014 Cumming Hwy Suite 403 #313 Canton GA 30115 Alex Klebansky (847) 826-2953 Alex@playworx.com

The City of Guyton Guyton, GA

03/31/2025





PlayPower LT Farmington, Inc. 878 E. US Hwy 60 Monett, MO 65708 1-800-325-8828

QUOTE: R0321253020

Project: R0321\_45746507479\_01

Bill To:

Michael Johnson
City of Guyton
310 Central Blvd.
Guyton, GA 31312
Michael.Johnson@cityofguyton.com

**Project Name & Location:** 

Prepared by:
Playworx Playsets, LLC

Attn: City of Guyton

8014 Cumming Hwy Canton, GA 30115 USA (866) 502-5013 (phone) (678) 402-5211 (fax)

alex@playworx.com

Ship To Address:

Doug Howard City of Guyton TBD Guyton, GA 31312 (678) 643-1702 (phone) Doug@Playworx.com End User:

Michael Johnson City of Guyton 310 Central Blvd. Guyton, GA 31312

Michael.Johnson@cityofguyton.com

Quote Number: R0321253020 Quote Date: 4/2/2025

Valid For: 30 Days From Quote Date

## PlayArea\_1

Product line: KidBuilders

Age group: 5-12

#### Global defaults

Belt Swing Seat Color

KB Accent Color

KB CLAMP

KB Overhead Color

KB Vinyl color

KB/Jeep Ground Cover

Kid Builder Post Color

RED

KB/Jeep Ground Cover
Kid Builder Post Color
MaxPlay TM Swing Clr
Maypole Post Clr
BLUE

Maypole Wheel Clr TROPICAL YELLOW

Rev Spin Body BLUE

Rev Spin Handle TROPICAL YELLOW

Tot Swing Seat Color Blue

Us/Csa Labels For Swings US Swing Label

#### Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100001231	Kid Timber Panel, 1830 mm (6') (Black)	88	29.00	2.52	106.00	9,328.00
100001232	Kid Timber Panel, 610 mm (2') (Black)	6	12.00	0.68	104.00	624.00
200007455	Ladder, challenge (12')	1	420.00	22.68	3,151.00	3,151.00

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200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36	0.00	0.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LÍST	1	10.00	0.00	0.00	0.00
200201376	MayPole	1	222.00	58.50	4,475.00	4,475.00
200202202	MAXPLAY 8' STANDARD BEAM (frame only) two	1	220.00	11.50	1,687.00	1,687.00
	seat per bay					
200202204	MAXPLAY 8' ADD-ON STANDARD BEAM (frame	2	140.00	9.30	1,515.00	3,030.00
	only) two seat per bay					
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	4	18.00	0.50	163.00	652.00
200202836	ASSY TOT SEAT F/8' SWING W/CHAIN	2	21.00	1.00	284.00	568.00
200203413	Revolution Inlcusive Spinner	1	1,000.0	400.00	5,621.00	5,621.00
	·		0			

## RiskSign\_Included

Product line: Park Service

Age group:

#### Global defaults

RISK MGNT SIGN CLR RED

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	10.00	0.00	0.00
Additional	Itama					

#### Additional Items

Part Number	Description	Qty	Weight	Volume	<b>Unit Price</b>	Total
105295	BAG ZIPLOCK 12" X 14"	1	0.00	0.00	0.00	0.00
200111492	Label, Identification stamped w/rivets	4	0.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	3	385.00	0.00	0.00	0.00
925603	LABEL P/C (5 TO 12 YRS) PPLT	1	1.00	0.00	7.70	7.70
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00	0.00	0.00
INSTALL	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00	0.00
BOOK						

### **Parts By Other**

Part Number	Description	Qty	Weight	Volume	<b>Unit Price</b>	Total
001DUMP	Dumpster & Haul Off	1	0.00	0.00	1,250.00	1,250.00
001EWF	Engineered Wood Fiber Mulch	230	0.00	0.00	80.00	18,400.00
003REM	Removal of Swings	1	0.00	0.00	1,200.00	1,200.00

### Totals:

Equipment Weight: 6,049.00 lbs
Equipment Volume: 751.48 ft³
Equipment List: \$29,136.00
Products Subtotal: \$29,136.00
Products by Other: \$20,850.00
Installation: \$10,197.60

Freight: \$3,347.50 Code: FTL

Estimated Sales Tax\*: \$0.00

Grand Total: \$63,531.10

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Make Purchase Orders Out To:
PlayPower LT Farmington, Inc.
Remit Purchase Orders To:
PlayPower LT Farmington, Inc.

PlayPower LT Farmington, Inc Attention: Sales Administration 878 E US Hwy 60 Monett, Missouri, USA 65708 1-800-325-8828 Make Checks Payable To:
PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

#### NOTE:

\* Applicable sales taxes will be confirmed once order and any tax certificates are received † Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

#### COMMENTS:

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted I	By Printed Name and Title	Date
THE FOREGOING QUO FARMINGTON INC.	OTE AND OFFER ARE HEREBY APPROVED AND ACC	EPTED BY PLAYPOWER LT
A A A A A A A A A A A A A A A A A A A		

#### ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

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- 2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.
- 3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.
- 4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.
- 5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.
- 6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.
- 7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.
- 8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.
- 9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- 10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

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